



**TOWN COUNCIL MEETING
AGENDA
MARCH 21, 2024**

- I. Call to order and roll call.
- II. Pledge of Allegiance.
- III. Approval of the agenda.
- IV. Public Comment on any item on the agenda.
- V. Approval of the minutes of the February 15, 2024 Public Hearings.

Approval of the minutes of the February 15, 2024 Town Council Meeting.

Approval of the minutes of the March 12, 2024 Informational Work Session.

Approval of the minutes of the March 12, 2024 Closed Session.
- VI. The Town Council to consider moving the April 18, 2024 Town Council meeting to April 25, 2024.
- VII. The Town Council to consider appointing Town resident, Gordon Mathison, to the Town of Chesapeake Beach Tree Board.
- VIII. **Special Presentation**
 1. Hospice of the Chesapeake Presentation
 2. Proclamation – Twin Beach Players
- IX. **Petitions and Communications**
 - A. Town Administrator’s Report
 - B. Town Treasurer’s Report



- C. Town Engineer's Report
- D. Calvert County Sheriff's Office Twin Beaches Deputy's Report
- E. North Beach Volunteer Fire Department
- F. Mayor's Report

X. Resolutions & Ordinances

- A. Introduce Ordinance O-24-5, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the General Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2024 to June 30, 2025, setting municipal tax rates, and establishing a noninterest bearing loan to the Water Park. **Set Public Hearing.**
- B. Introduce Ordinance O-24-6, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Water Reclamation Treatment Plant Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2024 to June 30, 2025. **Set Public Hearing.**
- C. Introduce Ordinance O-24-7, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Mitigation Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2024 to June 30, 2025. **Set Public Hearing.**
- D. Introduce Ordinance O-24-8, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Utility Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2024 to June 30, 2025 and setting rates, charges, and fees related to water and sewer service by the Town. **Set Public Hearing.**
- E. Introduce Ordinance O-24-9, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Water Park Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2024 to June 30, 2025 and



establishing a noninterest bearing loan from the General Fund to offset budgeted expenses. **Set Public Hearing.**

- F. Introduce and vote on Resolution R-24-1, a resolution of the Town Council of Chesapeake Beach to establish April 11 as George W. Owings, III Day.

XI. Report of Officers, Boards and Committees

- A. Planning & Zoning Commission
- B. Board of Appeals – A continuation hearing on Case#2023-03 Rod-n-Reel Inc/Donovan Estates, LLC was held March 14, 2024. The next continuation hearing is scheduled for April 17, 2024 at 6:30 pm.
- C. Chesapeake Beach Oyster Cultivation Society
- D. Climate Change Advisory Group
- E. Economic Development Committee
- F. Green Team
- G. Kellam’s Revitalization Committee
- H. Twin Beaches Opioid Abuse Awareness Coalition

XII. Unfinished Business

XIII. New Business

- 1. The Town Council to consider authorizing the Town Administrator to expend funds not to exceed \$25,000 for the costs to conduct a geotechnical study to identify the conditions of the soils and water table in the proposed wet well as part of the continued work to design the Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) headworks improvements project.



2. The Town Council to consider authorizing the Town Administrator to expend the \$250,000 in savings for the Fishing Creek wet well replacement project to complete additional proactive saddle replacements. Total costs are not to exceed the savings amount of \$250,000 from the FY24 Utility Fund.

XIV. Public Comment

XV. Council Lightning Round

- XVI. Closed Session** A motion to close the meeting under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (1)“to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; and any other personnel matter that affects one or more specific individuals”.

XVII. Adjournment



**TOWN COUNCIL
PUBLIC HEARING MINUTES
FEBRUARY 15, 2024**

- I. Patrick J. Mahoney, Mayor, called the public hearing to order at 6:54 p.m. In attendance were Dr. Valerie L. Beaudin, L. Charles Fink, Lawrence P. Jaworski, Margaret P. Hartman, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, James Berry, Public Works Manager, Josh Stinnett, WRTP Manager, and Lieutenant Tilley. Absent were Todd Pounds, Town Attorney, and Wayne Newton, Town Engineer.

The Mayor opened the public hearing and read into the record Charter Amendment Resolution CAR-24-1.

Charter Amendment Resolution CAR-24-1, a resolution of the Town Council of Chesapeake Beach, Maryland, amending the Charter of the Town of Chesapeake Beach to provide for the clarification of a referendum of an ordinance.

The Mayor called for public comment. There was no public comment received.

The Mayor opened the public hearing and read into the record Ordinance O-24-1.

Ordinance O-24-1, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the General Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

The Mayor called for public comment. There was no public comment received.

The Mayor opened the public hearing and read into the record Ordinance O-24-2.

Ordinance O-24-2, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Water Reclamation Treatment Plant of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

The Mayor called for public comment. There was no public comment received.

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The Mayor opened the public hearing and read into the record Ordinance O-24-3.

Ordinance O-24-3, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Utility Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

The Mayor called for public comment. There was no public comment received.

The Mayor opened the public hearing and read into the record Ordinance O-24-4.

Ordinance O-24-4, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Water Park Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

The Mayor called for public comment. There was no public comment received.

There being no further comments, the public hearing closed at 6:57 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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**MINUTES OF THE
TOWN COUNCIL MEETING
FEBRUARY 15, 2024**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie L. Beaudin, L. Charles Fink, Margaret P. Hartman, Lawrence P. Jaworski, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, James Berry, Public Works Manager, Josh Stinnett, WRTP Manager, and Lieutenant Tilley. Absent were Todd Pounds, Town Attorney, and Wayne Newton, Town Engineer.

The Mayor wished all a Happy Valentine's Day and a Happy Birthday to Councilwoman Beaudin.

The Mayor asked a moment of silence for Chuck Ruttkay who we lost this week. Chuck was in his early 90's and one of our great volunteers. He served on the Town Council, the Planning Commission, the Board of Appeals, the founding chairperson of Veterans Park, and chair of the Fun Committee. Chuck was a great guy and will be missed.

- II. Pledge of Allegiance.** The Mayor led the Pledge of Allegiance in honor of Chuck Ruttkay.

- III. Approve the Agenda.**

MOTION: Councilman Fink moved to approve the February 15, 2024 Town meeting agenda. Seconded by Councilman Morris, all in favor.

- IV. Public comment on any item on the agenda.** None received.

- V. Approval of the minutes of the January 18, 2024 Public Hearing.**

MOTION: Councilwoman Beaudin moved to approve the minutes of the January 18, 2024 Public Hearing. Seconded by Councilwoman Hartman, all in favor.

Approval of the minutes of the January 18, 2024 Town Council Meeting.

MOTION: Councilman Jaworski moved to approve the minutes of the January 18, 2024 Town Council Meeting. Seconded by Councilwoman Hartman, all in favor.



Approval of the minutes of the February 6, 2024 Informational Work Session.

MOTION: Councilwoman Beaudin moved to approve the minutes of the February 6, 2024 Informational Work Session. Seconded by Councilman Fink, all in favor.

Approval of the minutes of the February 6, 2024 Closed Session.

MOTION: Councilwoman Hartman moved to approve the minutes of the February 6, 2024 Closed Session. Seconded by Councilwoman Beaudin, all in favor.

VI. Special Presentation:

1. Presentation of a book by Grace Mary Brady on behalf of the Bayside History Museum -Ms. Brady presented her book titled "North Beach Yesterday and Today." This book recounts the history of North Beach with images of the early development to the present day. She provided a copy to the Mayor and each Council member.
2. State of the Town 2023 Mayoral Address – The Mayor displayed his message to the citizens of Chesapeake Beach prior to Ms. Wahl narrating a slide presentation of the State of the Town 2023.
3. Arbor Day Proclamation – The Mayor read into the record a proclamation proclaiming April 26th as Arbor Day in Chesapeake Beach.

VII. Petitions and Communications –

- A. **Town Administrator's Report** – Ms. Wahl submitted the attached written report. Ms. Wahl updated the Council on the water/aquatic park design/build RFP mandatory pre-bid meeting. The meeting was held last week with a good response. Sealed bids are due by the end of the month and proposals will be coming before the Council soon. Ms. Wahl addressed questions from the Council.
- B. **Town Treasurer's Report** – Ms. Moran submitted the attached written report. FY25 budget process is underway. The General, Mitigation, and Treatment Plant funds were reviewed at the February work session and the Utility and Water Park funds will be reviewed in the upcoming March work session.
- C. **Town Engineer Report** – Mr. Newton submitted the attached written report but was not available to address the Council.

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- D. **Calvert County Sheriff's Office Twin Beaches Deputy's Report** – Sergeant Kampf submitted the attached written report and was present to give the report and address questions from the Council.
- E. **North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman Jaworski reported a Celebration of Life was held for firefighter EMT Robert Weaver and the annual Sportsman's Bash is scheduled for Saturday, March 2nd.
- F. **Mayor's Report** – The Mayor began by recognizing Ms. Wahl for all the hard work put into developing the State of the Town Address and leading the administration light years ahead of where the Town was before this Council took over. It is an impressive list of accomplishments, and the credit goes to Ms. Wahl, her senior leadership team, Brittany, Jay, and Josh, and their respective staffs, as well as the Town Attorney, Town Engineer, and the Town Planner. He recognized the Town Clerk, Sharon Humm, for twenty-eight (28) years with the Town and thanked each Council member by name. They collectively recognize and value Town staff, who, make Chesapeake Beach a wonderful place. He also thanked the volunteer Boards and Commissions who work well into some evenings to preserve what is best for the Town. Lastly, the theme of the State of the Town, "Serving the Interest of Town Citizens" is accomplished by engaging our citizens and working for them. Our work is not done, and the seven elected leaders and Town staff will continue to serve the interest of the Town citizens.

VII. Resolutions & Ordinances:

- A. Vote on Ordinance O-23-25, an ordinance of the Town Council of Chesapeake Beach, Maryland, naming and designating three public parks "Bucs Corner", "Shisler Park", "Old Campgrounds Park" and to establish "Favret Way." (Public Hearing was held January 18, 2024.)

MOTION: Councilwoman Beaudin moved to approve Ordinance O-23-24. Seconded by Councilwoman Hartman, all in favor.

- B. Vote on Charter Amendment Resolution CAR-24-1, a resolution of the Town Council of Chesapeake Beach, Maryland, amending the Charter of the Town of Chesapeake Beach to provide for the clarification of a referendum of an ordinance.

MOTION: Councilwoman Hartman moved to approve Charter Amendment Resolution CAR-24-1. Seconded by Councilman Pardieck, all in favor.

- C. Vote on Ordinance O-24-1, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the General Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

MOTION: Councilman Jaworski moved to approve Ordinance O-24-1. Seconded by Councilwoman Hartman, all in favor.

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- D. Vote on Ordinance O-24-2, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Water Reclamation Treatment Plant of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

MOTION: Councilman Pardieck moved to approve Ordinance O-24-2. Seconded by Councilman Jaworski, all in favor.

- E. Vote on Ordinance O-24-3, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Utility Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

MOTION: Councilman Jaworski moved to approve Ordinance O-24-3. Seconded by Councilwoman Hartman, all in favor.

- F. Vote on Ordinance O-24-4, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the annual budget for the Water Park Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 to reconcile expenses and ratify over expenditures.

MOTION: Councilwoman Beaudin moved to approve Ordinance O-24-4. Seconded by Councilwoman Hartman, all in favor.

VIII. Report of Officers, Boards and Committees:

- A. **Planning & Zoning Commission** – Ms. Berault submitted the attached written report.
- B. **Board of Appeals** – A Board of Appeals continuation hearing on Case#2023-03-Rod n Reel/Donovan Estates LLC was held February 8, 2024. The next continuation hearing is scheduled for March 14, 2024 at 6:30 pm.
- C. **Chesapeake Beach Oyster Cultivation Society** – Ms. Alexander submitted the attached written report.
- D. **Climate Change Advisory Committee** – Councilman Jaworski reported he participated in a meeting February 12th with Town staff, Chair Foltz of the Coastal Resiliency Steering committee, and Kathleen Berault, Chair of the Planning Commission to discuss how the Town can move forward with implementing the coastal resiliency plan that was recently adopted by Town Council. Representatives from the towns of Chesapeake Beach and North Beach are scheduled to meet with representatives from Calvert County and various state agencies on February 23rd to discuss DNR's coastal resiliency plan. Also, participated in a virtual meeting

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- of the Association of Climate Change Officers on February 1st to discuss the UN Climate Change Conference and further actions being taken to address impacts of global climate change.
- E. **Economic Development Committee** – Councilman Jaworski reported Economic Development welcomes a new business to town, the Eden Rx Pharmacy which recently opened in the Captain’s Quarters shopping center. The Twin Beaches library will soon move to its new location in North Beach with a ribbon cutting ceremony scheduled for April 12th at 2 pm. Public is welcome to attend. The Bay Passenger feasibility studies are moving forward with a survey to get further input. The County Economic Development Authority did not meet this month and the County Economic Development Advisory Commission is scheduled to meet on February 22nd.
- F. **Green Team Committee** – Councilwoman Beaudin reported several upcoming events. The Osprey Talk with Greg Kerns will be February 24th at the Northeast Community Center and she encouraged folks to come out. Earth Day-Spring Cleanup April 20th, and Arbor Day tree plantings April 27th. She stated the presentation of the Arbor Day proclamation tonight benefits our efforts to become a tree city USA. Thank you!
- G. **Kellam’s Revitalization Committee** – No report.
- H. **Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported the group held a meeting February 7th with one new member to join, Jeff Bishop who represents Narcotics Anonymous. He is the public relations chair for the Tri-County area. Plans for the Bayside Baptist Church outreach event is still a go for March 17th, 12:30 to 2:30. The sculpture project grant proposal was submitted on time, hoping to hear good news by mid-March on that, August 31st is International Overdose Awareness Day and Light up the County Purple, and “Shatter the Stigma 5K be kind to your mind” Health Fair. Look forward to seeing folks there.
- I. **Walkable Community Advisory Group** – Councilwoman Hartman reported the group will meet February 22nd. A ribbon cutting ceremony is scheduled for May 23rd for the new pocket parks and the naming of the walking paths. A survey will go out inviting the public to participate in selecting from several name options for the walking paths.
- IX. **Unfinished Business:** None.
- X. **New Business:**
1. Town Council to consider the cancelation of the August Town Council meeting for summer break.
- MOTION:** Councilwoman Hartman moved to approve the cancelation of the August Town Council meeting for summer break. Seconded by Councilman Pardieck. Ayes, Council members Fink, Hartman, Jaworski, and Pardieck. Opposed, Council members, Beaudin and Morris. **Motion Passes.**

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2. Town Council to consider awarding a contract to Cedar Lane in the amount of \$379,229.40 from the General Fund Capital Improvement line item FY24 and FY25 for Kellam's Miller-Loveless Improvements for Part #1 Item #1 and Part #1 Item #2, excluding the play equipment.

MOTION: Councilman Jaworski moved to approve awarding a contract to Cedar Lane in the amount of \$379,229.40 from the General Fund Capital Improvement line item FY24 and FY25 for Kellam's Miller-Loveless Improvements for Part #1 Item #1 and Part #1 Item #2, excluding the play equipment. Seconded by Councilwoman Beaudin, all in favor.

XI. Public comment was received by: None received.

XII. Council Lightning Round:

1. Dr. Beaudin reminded everyone of the Osprey Talk on February 24th at the Northeast Community Center. See you there.
2. Mr. Fink applauded the State of the Town report. It is a representative of everyone. Town Administration, paid staff, the volunteers. This report is loaded with work done by volunteers throughout the Town, and it makes me proud, he stated.
3. Mr. Jaworski reminded everyone that March 10th we will spring forward so do not forget to set your clocks and he is looking forward to March 19th, the first day of Spring!
4. Mr. Morris echoed the Mayor's comments on Chuck Ruttkay. Chuck and wife, Jan, have been involved in the town for many years and definitely deserve our recognition.
5. Mr. Pardieck commented that the next meeting of the TBOAAC is March 14th at the Northeast Community Center. Feel free to stop by!
6. Ms. Hartman stated, with the warmer weather coming, you find an uptick in pedestrian accidents, so please be cautious, especially at those right on red intersections.

XII. Adjournment:

There being no further comments, the meeting adjourned at 8:45 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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**MINUTES OF THE
TOWN COUNCIL INFORMATIONAL
WORK SESSION
MARCH 12, 2024**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance were Dr. Valerie L. Beaudin, L. Charles Fink, Lawrence P. Jaworski, Keith L. Pardieck, and Gregory J. Morris, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, and Josh Stinnett, Water Reclamation Treatment Plant Manager. Absent were Margaret P. Hartman, Council Member, and Wayne Newton, Town Engineer.
- II.** **Pledge of Allegiance** – The Mayor led the Pledge of Allegiance.
- III.** **Informational discussion on the following:**
1. **Chesapeake Beach Water Reclamation Treatment Plant Geotechnical Study** – Ms. Wahl reported that under the continued work on the design project at the Water Reclamation Treatment Plant for the Headworks Improvements, it has been identified that additional investigative work will need to be performed to identify the conditions of the soils and water table in the proposed wet well. Due to the proximity of this proposed location to the existing Clarifier #1, the subsurface conditions will need to be evaluated. This work would be a change order to the Headworks Improvement Project for a cost not to exceed \$25,000. This would cover Task 1- Geotechnical Exploration and Report and Task 1A – Groundwater Drawdown Evaluation. It was noted that Task 1B – Off-site Disposal of Drilling Spoils, would be removed by Public Works. Funds would be expended through the FY24 Capital Improvements line item from the Water Reclamation Treatment Plant. Ms. Wahl addressed questions from the Council on the submitted proposal.
 2. **Saddle Replacement Project** – Mr. Berry stated that with ARPA funding provided, he was able to fund saddle replacements and also budget for a complete replacement of the Fishing Creek wet well. The wet well was budgeted at \$350,000, however, instead of a complete replacement of the wet well, the Town opted to replace portions of the wet well for a total cost of \$100,000. The cost savings were made possible by public works staff completing all of the above ground repairs in house. With the \$250,000 savings from the wet well project, staff is requesting to utilize those funds to proactively complete additional saddle replacements changing out all of Stream Walk Way and part of Greenspring Drive. Mr. Berry addressed questions from the Council.
 3. **Opioid Abuse Awareness Coalition Sculpture Project** – Councilman Pardieck stated, that as part of the Opioid Abuse Awareness Coalition, with a grant applied for, sought local artists to participate in constructing an art sculpture that would be displayed publicly and dedicated in honor of those that have been lost to addiction and those that continue to

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struggle with opioid addiction. A sculpture was selected from among several and will be placed in the Mark Frazer Sunrise Garden in North Beach. Councilman Pardieck is asking the Council to consider a budget of \$35,000 in capital funds from the FY25 General Fund budget to commission one of those artists to construct a sculpture that would be placed in a public area in Chesapeake Beach. He is open to discussion and welcomes any suggestions from the Council.

4. Bayside History Museum Request for Funding – The Town received a budget request from Grace Mary Brady, President of the Bayside History Museum, for an amount of \$15,325 for custom-built showcase cabinets. These cabinets would provide new exhibits for two anniversaries: 1) Celebration of North Beach Volunteer Fire Department Incorporation and 2) Celebration and recognition of the 250th Anniversary of the American Revolution. The Council expressed their thoughts but did not weigh favorably.
5. FY25 Town of Chesapeake Beach Utility Fund Budget – Ms. Moran presented a slide presentation highlighting a few facts:
 1. Supplementation of the Utility Fund-The UT fund has been supported through high density development, uncollected capital connections, and GF revenues leaving the UT fund with inadequate reserves to plan infrastructure improvements.
 2. Enterprise fund = user fees support user costs – If user fees are not supported by utility users the general tax payer will fund user fees, especially high users. A self-supporting fund is required to qualify for grant funding or loan programs for major infrastructure improvements.
 3. Fixed costs to maintain infrastructure – 97% of the UT fund costs are fixed and will not decrease with lower usage. These are the costs to turn water on and flush toilets. Fixed costs create predictable revenue to ensure effective long-range budgeting.
 4. EDU (Equivalent Dwelling Unit) – a dwelling unit is the complete living facilities for one family, average daily flow of wastewater generated by a residential dwelling estimated at 190 gallons per day, and a tap is a new or replacement connection to the town water or sewer services.
 5. Why a Sewer Fixed Fee – Captures all users by EDU and accounts for the costs that do not vary, captures the cost of high demand users through # of EDU's, ensures all burdens on the sewer system are accounted for, captures the cost of flushing the toilet, provides consistent budgeting for infrastructure improvements, and consistent with neighboring jurisdictions.

Revenues – Ms. Moran stated that the proposed budget is a balanced budget without the use of any reserves. Highlights include:

- Increase in water and sewer usage rates (48 to 49%)
- No change in water fixed fee.
- \$100 sewer fixed fee per EDU quarterly
- Processing fees revenue increased to offset credit card transaction costs.
- Conservative revenue budget for anticipated capital connection fees



Expenses – Highlights include:

- Accounts for actual Utility fund expenses including staff cost allocation, insurance, utility costs and professional fees related to the Utility fund moved from the General Fund
- Includes anticipated PFAS testing.
- Inclusion of potential water tower maintenance contract or alternative pricing to cover cost of cleaning (CV) and logo painting (R/S)
- Increase in insurance costs, along with allocation to UT fund based on asset schedule and personnel.
- Increase in contracted services, supplies & materials, and utility costs to reflect recent trends in inflation.
- Long term debt payments to decrease outstanding principal by \$525,000.
- Increase in professional fees to cover cost for online utility payment processing.
- Decrease in payments to the WRTP from FY24 due to initial funding of Treatment Plant fund reserve.
- Substantial decrease in capital expense line item due to ARPA funded projects in FY24

Ms. Moran also presented a rate comparison sheet comparing the Town's proposed rates with current North Beach and Calvert County Twin Beaches rates. Noting that even with the proposed increase in usage rates, the Town is still lower than North Beach by 40% and Calvert County by 18%. Ms. Moran addressed questions from the Council.

After discussion, the Council recommended Staff provide a summary of the rate impact under the three proposed alternative utility fund rate breakdown options discussed, which all involve adjustment to the sewer fixed fee of \$50.

6. FY25 Town of Chesapeake Beach Water Park Fund Budget – Ms. Moran presented a general overview:

- Capital Grant - \$600,000 –
 - recognized as revenue to fund initial phases of design-build.
 - Associated capital expenses to include \$150,000 for water/sewer capital connections.
- \$121K funding needed to balance budget (coming from the general fund) – no water park reserves available for use.
- Minimal, but unavoidable costs allocated to the fund during renovation phase, including utilities, insurance, minor repairs and maintenance, professional fees.
- Increase in insurance costs, including general liability & allocation of property insurance based on asset schedule.

Ms. Moran addressed questions from the Council.

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7. Discussion on alternate recreational offerings for Town residents – Councilman Fink opened a discussion on possible recreational opportunities for Town residents since the water park would be closed this season. With the idea in mind of keeping folks in town, and helping out local businesses, he is looking for amenities that the town could provide. For example, the Town could buy kayaks and paddle boards and place at Bayfront Park and the entrance of Fishing Creek. Activities at Kellam’s Field, Food Truck Thursday, Yoga, sports/activities for kids. Presently we have frisbee golf and several other games at Kellam’s. Another idea was a splash pad. This could be an opportunity to make this a fun summer and re-engage with folks in the beaches! Other ideas mentioned were a climbing wall, and an obstacle course. The Council was excited about this idea and look forward to future discussions.

- IV. Closed Session** Councilman Morris moved to close the work session at 7:56 pm under the Statutory Authority of the Md. Annotated Code, pursuant to the General Provisions Article, §3-305(b), subsection (7) “to consult with counsel to obtain legal advice.” Seconded by Councilman Fink, all in favor.

The Mayor re-opened the work session at 8:36 pm. All those in favor of closing the work session to go in closed session were present during the entire closed session and consulted with Counsel to obtain legal advice on capital connections.

V. Council Lightning Round

1. Mr. Pardieck reported that the TBOAAC will meet Thursday evening, March 14th at the Community Center at 6:00 pm.
2. Mr. Morris commented that he sees our government as the Mayor being the primary conduit for everybody on Council and the Vice-President is to help the Mayor understand where the Council is coming from. He would like to see a little more outreach from the Vice President to assist the Council with insight on matters coming before the Council.
3. The Mayor wished everyone a Happy St. Patrick’s Day.
4. Mr. Jaworski reported the osprey are back and Spring is here!
5. Mr. Fink jokingly stated he will be introducing an ordinance at the next Council meeting to make Daylight Savings Time a permanent thing in the Town of Chesapeake Beach! Happy St. Patrick’s Day!
6. Ms. Beaudin expressed her thanks to all those that supported the “All About Osprey” talk. It was well attended! Thank you for making it a success.



Adjournment:

There being no further comments the meeting adjourned at 8:20 p.m. on a motion by Councilwoman Beaudin. Seconded by Councilman Morris, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Tree Board Member Appointment

Date: March 14, 2024

I. BACKGROUND:

The Town Council of the Town of Chesapeake Beach adopted Ord. No. O-23-18 7-20-2023 [Chapter 263 "Urban Forest Ordinance"](#) on July 20, 2023. The purpose of this chapter is to protect, preserve and promote the urban forest of Chesapeake Beach, which is part of a larger ecosystem which contributes significantly to air, noise and visual pollution control, moderates climate extremes, promotes sound energy conservation, and has significant aesthetic value affecting property values and the community's quality of life; and to establish a Tree Board to regulate the planting, maintenance and removal of trees in public places, and certain trees located on private property. This ordinance along with other Town ordinances such as the Steep Slope ordinance protects the trees and vegetation in the Town limits.

Creation of the Tree Board. The [Chapter 263 "Urban Forest Ordinance"](#) established the creation of the Tree Board. Per the ordinance, there shall be created a board to be known and designated as the "Tree Board" composed of six members. Said members shall be appointed by the Mayor and confirmed by the Town Council.

Members of the Board are:

- Sue Alexander, Chair
- Ken Rasmussen
- Melanie Crowder
- Kathleen Berault
- Jay Berry, Public Works Administrator Town of Chesapeake Beach
- VACANT (requires appointment)

II. TREE BOARD APPOINTMENT:

For the Town Council's consideration of appointment please find the submitted bio of Gordon Mathison.

Gordon Mathison and his wife Karen moved to Chesapeake Beach in February of 2023. They previously resided in Richmond, Virginia.

Gordon has more than 45 years professional experience. He has a Ph.D. in engineering and is a registered Professional Engineer and Professional Geologist in several states (including Maryland). He was the CEO of a 300-person national engineering consulting firm for 15 years until he retired in 2016. He is currently a part time Principal Engineer at a small specialty engineering firm where he works as a subject matter expert (SME) for the federal government.

He has served on the Board of the nonprofit Geoprofessional Business Association (GBA) for 6 years and was the GBA President for a one-year term ending in 2016. More recently, he served on the Board of the nonprofit American Society of Civil Engineers (ASCE) Academy of Geoprofessionals (AGP) for 5 years and was the



2019/20 President. Following that, he was on the board of the ASCE Continuing Education Council (CEC) until September 2023 when he rotated off the Board. He is the author of more than 35 technical publications and has taught as an adjunct faculty at several universities.

Hobbies:

Gordon's hobbies include watching his grandchildren, hiking, walking his dog – Rosie. Gordon jokingly also reports that one of his hobbies is “doing what he’s told!!”

III. RECOMMENDATION:

It is recommended that the Town Council consider appointing Town resident, Gordon Mathison, to the Town of Chesapeake Beach Tree Board to fill the one vacant position due to the resignation of Councilman Keith Pardieck. Councilman Pardieck’s goal was to assist in getting the Tree Board started and was not to be a longstanding member of the board.



Town Administrators Report – March 2024

- I. **REQUESTS FOR PROPOSALS (RFP):** *All RFPs are posted on the Town website when they are released for public view.*

Refuse collection services: An RFP for refuse collection services is expected to be released by Friday, March 22, 2024.

Audit RFP: An RFP for refuse collection services is expected to be released by Friday, March 22, 2024.

Chesapeake Beach Water/Aquatic Park Design / Build: The Town released an RFP for a design / build project to make necessary improvements to the existing Water Park. The proposal is listed on the public solicitation portal eMMA Maryland Marketplace Advantage **Sourcing Project: Chesapeake Beach Water Park Replacement Design / Build eMaryland Marketplace Advantage # (BPM041893** and sent directly to 150+ firms that complete work within the cost code classification, in addition to vendors that of the World Waterpark Association. A mandatory pre-bid meeting was held on February 8, 2024, at 9:00 AM (virtual and in person) where eleven attendees were in attendance from eight firms and one subcontracting firm to include, Scheibel Construction, Century Engineering, Lamar Johnson Collaborative, KCI Technologies, ARRO Consulting, Icon Leisure Services, OSO Consulting and Aggtrans. Sealed proposals were due to the Town on March 15th at 9 AM; however, no proposals were received. Town staff are contacting each bidder to understand why they did not submit a proposal to determine the next steps.

Safe Routes to School (SRTS) 100% design phase and construction drawing RFP: The Town Administrator sent back edits to the RFP document per SHA request on February 9, February 28, March 4, March 10, March 11. RFP to be released once approved by SHA MDOT.

ONGOING WALKABILITY PROJECTS:

Project	Coordinating Entities	Coordination with SHA MDOT
Safe Routes to School (SRTS)	State Highway (SHA)	The Town Council authorized the execution of the Safe Routes to School SRTS Memorandum of Understanding (MOU) to complete the 100% design and construction drawings for the sidewalk project extending sidewalks from Beach Elementary School to "F" street along Old Bayside Rd and South along RT 261 to Chesapeake Village Boulevard. The MOU provides that the State funds 80% of the design cost and the Town funds 20% of the design cost with the State determining the breakdown in costs. The Town sent back additional edits to the RFP based on changes to the format of the RFP template

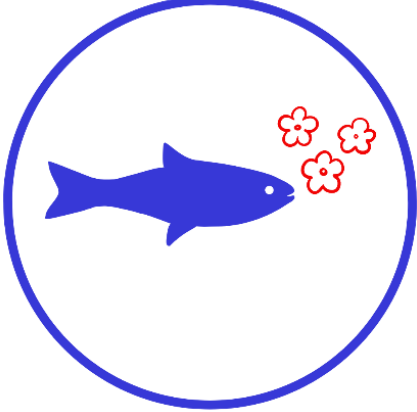


Town Administrators Report – March 2024

		per state guidelines on February 9, 2024. Awaiting approval by SHA MDOT of the RFP.
Street Art	Private Business (Baia Coastal Italian Kitchen and Wine Bar)	An on-site meeting was held with Baia Coastal Italian Kitchen and Wine Bar to discuss color themes of a potential street art taking patrons to the public pocket park and slowing traffic. Cool coastal colors were reviewed to provide consistency with area features and buildings. Discussing possible grants and a bid process to initiate this project on Town roads that do not require SHA approval.
Expansion of the Chesapeake Beach Railway Trail	Calvert County Government	Council Vice President Fink joined the Town Administrator on March 11 th in a meeting with Calvert County Long Range Planner Tay Harris to discuss the expansion of the railway trail. The expansion has two parts; first, an expansion to the west of Town which requires significant private property coordination and extends outside of the Town limit; and second, an expansion towards the south side of Town to connect to Beach Elementary school across County owned property. The Town will continue to coordinate with County staff on the feasibility of the expansion projects that have remained in the County open space plan.
Walking Paths Through Town	Local Businesses, Chesapeake Beach Railway Museum	<p>Thank you for helping us name the series of walking paths in Town, “Chesapeake Beach Bay and Blossoms Trail” is the winner! The Town also received feedback on other naming ideas through the comments, so thank you to our Town residents for participating in the community poll.</p> <p>Chesapeake Beach Park & Gardens Trail ★ 4.16 19 Info</p> <hr/> <p>Chesapeake Beach Fish & Flowers Trail ★ 3.82 17 2 Info</p> <hr/> <p>Chesapeake Beach Bay and Blossoms Trail ★ 4.63 43 Best 1 Info</p>



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		<p>The walking path will be stamped with a design marking its way. Stay tuned for more information on the official ribbon cutting for the paths scheduled for May 23rd starting at 5PM with a reception at Baia Coastal Italian Kitchen and Wine Bar.</p> <p>Figure 1: stamp design for the walkways</p> 
<p>Calvert County Consolidated Transportation CTP Priorities SHA MDOT priority projects</p>	<p>Calvert County Government</p>	<p>The Town submitted priority projects to Calvert County Government, and they are set to be approved by the County Commissioners on February 13, 2024. Priority projects are;</p> <ol style="list-style-type: none"> 1) South Routes to School SRTS 2) Trail and Greenways 3) Traffic calming in front of Bayfront Park 4) Boardwalk safe crossing on RT261

II. COASTAL RESILIENCY PROJECTS:

Steering Committee Update: The Coastal Resiliency Steering Committee held a meeting on February 29, 2024 to discuss next steps on the resiliency planning process in response to the recently adopted [coastal resiliency plan](#). The steering committee will work to bring recommendations to the Town’s Planning Commission. The Town’s Planning Commission recommendations will be forwarded to the Town Council for review and consideration as projects are prioritized from the Towns resiliency plan.

New Interactive Mapping Released: Explore updated mapping to include the recently released Interactive Maryland Coastal Atlas Map please click [here](#). Adjust the Mean Height High Water (MHHW) level to see the impacts of flooding in your area.



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County, State, Town Partnership: On February 23, 2024, the Town Administrator and Councilman Larry Jaworski attended the Calvert County Partnership meeting where the Maryland Department of Natural Resources brought together members of Calvert County government, Town of North Beach, and Town of Chesapeake Beach representation to discuss coastal resiliency projects, resources and grants.

Partnership for Action Learning (PALS) in Sustainability: The Town of Chesapeake Beach has been selected as a partner project for graduate students at the University of MD. The project will focus on the tidal basin directly east of the Chesapeake Beach Water Reclamation Treatment Plant to improve biodiversity and potentially address flooding in the area. A kick off meeting was held on March 12, 2024 to discuss next steps with participation from the neighboring property owners at Horizons on the Bay and Seagate in attendance at the meeting.

Here are links to a few past project reports that are relevant to the Towns project with the PALS team:

- [Oxford MD Coastal Resilience](#)
- [Piscataway Green Village](#)
- [Pollinator Plants for Stormwater Management](#)

III. SUSTAINABILITY:

Energy Audit

The University of Maryland Environmental Finance Center finalized the energy audit for the Town. Councilman Pardieck and Councilman Jaworski provided feedback to the Town Administrator requesting that additional items be considered for the report; these items include, the total tonnage of fertilizer used, and the total tonnage of trash collected. The Town Administrator will work with UMD to add this additional information and repost an edited report once finalized.



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New! Sustainability page created on the Town website: Access informational guides, link to volunteer committees read more [here](#).



Solar Light Installation: The Town installed a new solar light near the near Kellams field access point.





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IV. CHESAPEAKE BEACH PUBLIC WORKS REPORT:

Update from Jay Berry, Public Works Administrator

Water leak- Public Works repaired a water leak on Sansbury dr. Suspected leak on Elm Lane. Investigating and monitoring.

Wet wells- Bst Wet well. Cleaned and inspected the rails. Cleaned all other wet wells. Pulled both pumps at fishing creek to check amps and variations on pumps.

Water meter/MXU- Public Works received back ordered meters and are in process of changing/updating.

Flushing- Flushing was completed without any disruptions. Next flushing will be July 2024.

Ball fields –LED upgrade is complete. Bathrooms will be de-winterized this week.

Railway Trail – No new updates.

PW Trainings - First safety/training of 2024 completed. Next class schedule for July

Richfield Station water saddle replacement - This report was presented at the November Council meeting and can be found on our Town website. We continue to spot check saddles to understand where the failed saddles end in Richfield Station. After work session discussion. Public works is planning on moving forward with saddle replacement.

Emergency calls – We received 12 total calls and responded to 2. They were both for water main breaks.

Snow Removal – Snow removal is complete for the year. Snow equipment is stored away until next winter.

V. CHESAPEAKE BEACH WATER RECLAMATION TREATMENT PLANT (CBWRTP):

Technical Report of activity at the CBWRTP by Josh Stinnett, CBWRTP Superintendent

WRTP Staff performed scheduled regular preventative maintenance checks and services as scheduled through the asset management program, which generated work orders for routine (daily/weekly/monthly), scheduled (based on equipment runtime), predictive (based on equipment readings), and corrective repairs for equipment based on readings, pressures, or time in service for equipment in the plant.



Town Administrators Report – March 2024

WRTP Staff performed monthly inspections of the Plant Combination Air Valves, which are critical to ensure the proper operation of pumped/suction lines throughout the Plant. Routine safety inspections were conducted for the Plant eyewash stations and on-site monthly fire extinguisher inspections.

WRTP Staff performed monthly operational inspections of the Denitrification Filter cells per the O&M manual. This involved observing the filter units during a backwash cycle, to assess the sequence of events and timing for the process to ensure that the program operates properly. Observations were made during this cycle to ensure that there were no “dirty spots” that may indicate that the filter was not being cleaned properly during backwash, or “hot spots” where the media appears to be boiling which may indicate upset gravel or short-circuiting of the media. Staff also observed the filter as it was drained to identify if the media was level, if there were any cavities or cracks in the media bed, and that no heavy layers of mud or other indications of insubstantial cleaning were observed. This could be caused by the excessive application of chemicals or algae accumulation. No deficiencies were identified in operation or filter condition.

WRTP Staff conducted filter media analysis to determine the quantity of fine materials accumulating in the upper layer of the filter media. Fine material accumulation can reduce the effectiveness of the filter media by filling in the tiny voids present between the individual grains of the media. This can cause a reduction in flow or “blinding” through the filter and reduce the effective flow rate that can be applied to a filter. To date, the average percentage of fines found in a 100 g sample of media has been $\leq 3\%$. This quantity of fines is acceptable, as no recommended action for replacement of the upper six inches of media is indicated for fines accumulations of less than $\sim 15\%$. Through completion of this inspection, no deficiencies with filter media condition was observed

WRTP Staff performed scheduled maintenance for the lubrication of the Clarifier Drive worm gear assemblies, Digester Blower #1 motor bearings. Aeration Blower #2 blower bearings, and RAS pump #3 pump bearings. Oil changes were performed for both Denitrification Filter Air System air compressors and Clarifier #1 drive gear reducer. Quarterly services and inspections for the UV Bank cells was started on March 11th and will be completed on March 15th.

WRTP Staff performed corrective maintenance to repair a broken shear pin in the valve handle for the RAS feed valve from RAS pump #1, and the replacement of two UV bulbs identified during routine weekly inspections.

Staff performed troubleshooting of the polymer system for Polymer pump #1. Polymer had been experiencing clogging issues in the pump tubing. This is suspected to be due to water back-feeding into the pump tubing from the point where polymer and water are mixed before being supplied to the press. The check valve for the mixing bowl and all feed tubing was replaced. Staff reached out to the chemical supplier regarding these issues. A representative from Coyne Chemical was onsite on March 12th and discussed the issue with Staff. The representative confirmed the Staff’s assumption of water back-feed in the system and will be reaching out to the chemical feed system vendor to determine if the issue may be caused by the water system pressure. If so, a pressure-reducing valve (PRV) will be installed by Staff upstream of the polymer system to reduce the water pressure before mixing with the polymer.



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Staff performed a clean-out of the influent channel bar screen and influent channel for the removal of accumulated grit in the channel and small rags in the screen. This involved redirecting flow from the Plant over to the Shellfish Protection Tank to allow Staff to work in the influent channel. The bar screen was pivoted partially out of the channel utilizing a portable gantry crane and chain fall. Blocking was installed under the raised portion of the screen allowing accumulated rags and grit to be cleared. Accumulated grit was removed from the influent channel and placed on tarps to allow water to drain and the material to dry over several days. The remaining material was placed in dumpsters for disposal.



The annual Biomonitoring sampling and analysis was performed on January 23rd. WRTP Staff collected the composite and grab samples, and utilized Able Couriers to transport samples to Maryland Biological in Blacksburg, VA and MD Spectral in Halethorpe, MD. Results for the Toxic Chemical Testing were received from MD Spectral on March 6th. Toxic Chemical Testing showed no detection for evaluated pollutants, with the exceptions of Barium @ 36.1 $\mu\text{g/L}$ and Zinc @ 17.4 $\mu\text{g/L}$. These concentrations are of no concern and are lower than concentrations detected over the past four years of testing.

WRTP Staff are currently recording power usage using the power monitors installed in June 2023. MRWA provided an assessment of the Plant power usage indicating a recommendation to address the Plant lighting. The feasibility of utilizing solar power to offset the power demands for the Plant has been assessed, with information provided to Standard Solar on December 14th, and a proposed solar array estimate was provided on January 30th. The location of this array would be to the west and north-west of the Plant and DPW facilities within the existing property lines, and out of the wetlands. This fixed tilt ground mount array design is estimated to provide up to 95% of the Plant power consumption. A meeting is scheduled for March 14th with a representative of Standard Solar and Town Staff to further discuss the proposal.



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A virtual meeting was conducted on February 29th between the Plant Superintendent and McCrone Engineering to discuss the hydraulic model for the Headworks Improvement Project. The current design plan has pump lines from the proposed wetwell tied into the existing pump lines for the current Headworks pumps. Hydraulic modeling is necessary to determine the current conditions for development of an RFP for pump proposals for the proposed wetwell design. Staff performed field testing of the existing Headworks pumps to confirm that the pump curves provided are comparable to the real world operation of the pumps. Before testing, Staff performed a clean out of the pump check valves so as to allow the best possible conditions for the test. Staff removed a large quantity of rags from the check valve assembly. The check valve was reassembled, and the pump test was performed. Data matched what was expected from the pump.



McCrone Engineering has contacted Maryland Rural Water (MRWA) for assistance with ground penetrating radar (GPR) survey work to locate and identify buried utilities and structures in the area of the proposed wetwell for the Headworks Improvement project. This work is scheduled to occur on March 13th.

Bayside Fire Protection was on site on February 15th to conduct annual fire extinguisher evaluations and inspections.

Hills Motor was onsite on February 13th for the removal of Press Feed pump #1, and transport to their facility, for conversion of the mechanical seals to packing. The pump work was completed, and reinstallation was performed on March 11th.

The Shellfish Protection Tank was utilized three times during this period. This was for the heavy rainfalls on March 2nd, March 6th, and March 9th. For the March 2nd event, the Plant sent .325 MG to the SPT from 1.36" of rainfall. For The March 6th event, the Plant sent .137 MG to the SPT from 1.00" of rainfall. For the March 9th event, the Plant sent .247 MG to the SPT from .72" of rainfall.



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No incidents were reported in the plant's Solids and Handling Operation. The present Solids Hauling Contract was renewed on August 1, 2023, with options for renewal for one additional one-year period.

The WRTP had no SSO spills or Filter Bypass to report for this month's meeting.

CBWRTP Future Projects:

To complete working on setting up an inventory of priority spare parts. Continued training on maintenance of plant equipment. Conduct a review and update of Plant SOPs to fit with the appropriate procedures for use of equipment and processes for Plant operation. Additional work to refine some of the process control systems to make the Plant more energy efficient.

VI. TOWN ASSETS:

- **Kellam's Field:** The stormdrain work repairs are being mobilized by the contractor Cedar Lane, per the contract award by Town Council. The Town is waiting to receive the permit from Calvert County to start the work; once received interruptions to the field will occur over a span of approximately a week (date TBD once permit is received).
- **Bayfront Park:** Bayfront Park remains closed to the public and open to Town residents, NBVFD, and the Twin Beach Deputies.



VII. GRANTS:



Town Administrators Report – March 2024

1. **IN PROGRESS - Parks and Playgrounds Infrastructure Grant for the Miller Loveless Park at Kellam’s field at \$150,000 with \$0 match:** The grant covers the installation of new and improved play equipment at the park and will start when the grading work is completed. Site plans are defined for this work and the scope of the work is being finalized by the Town Engineer for the release of the RFP.

2. **IN PROGRESS-Safe Routes to School SRTS 100% design:** Funded at 80% SHA MDOT and 20% the Town for design work only as Phase II of the project. The Town has budgeted all funding necessary for this project with the expectation that 80% of the costs will be reimbursed by the State.

VIII. TOWN PERMIT ACTIVITY:

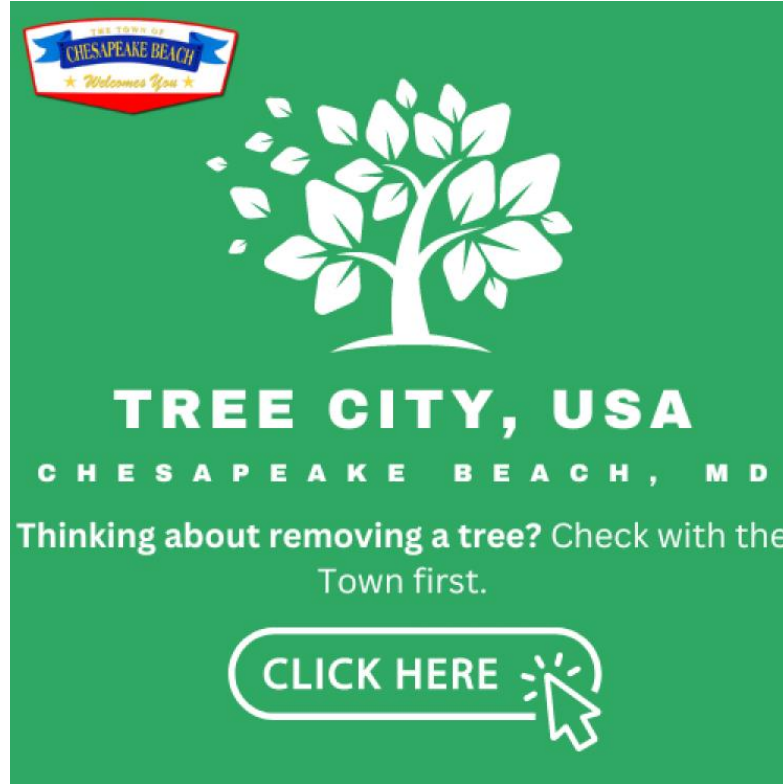
New permit forms are expected to be released this month along with a FAQ, and instructions for completing permits to provide further information to applicants on the process for permitting considering critical area requirements, the tree board, and the board of port warden’s review.

<i>Permit #</i>	<i>Address</i>	<i>Improvement</i>
2024-12	7892 Eagle View Dr	Install Pellet stove
2024-13	2953 Heritage Dr	Finish basement
2024-14	2948 Heritage Dr	10 Ft Pergola
2024-15	8501 Bayside Rd	Recoating & repairs to balconies
2024-16	8316 Legacy Cir	Fence
2024-17	3911 26th St	Remove tree & fence
2024-18	2734 Oak Ridge Dr	Install two retaining walls
2024-19	2928 Heritage Dr	10x14 w/steps Deck
2024-20	7726 Old Bayside Rd	Install 8 helical piles
2024-21	3736 13th St.	Replace fence
n/a	2801 Kilt Ct	Home Occupation
2024-22	7519 H St	Tree Removal
2024-23	3907 28th	Deck & Spa
2024-24	7505 I St	Interior only - remodel bathroom

Check with the Town before removing a tree to avoid fines. The Town is now a Tree City, USA, which means that there are requirements to permit tree removal to retain the Town’s urban forest canopy. Even if your tree is not protected by the urban forest ordinance, the Town’s steep slope ordinance or critical area requirements may apply. Regardless of where you live, submit a permit to the Town for any tree removal to avoid fines as the Town seeks to ensure proper mitigation occurs for tree removal.



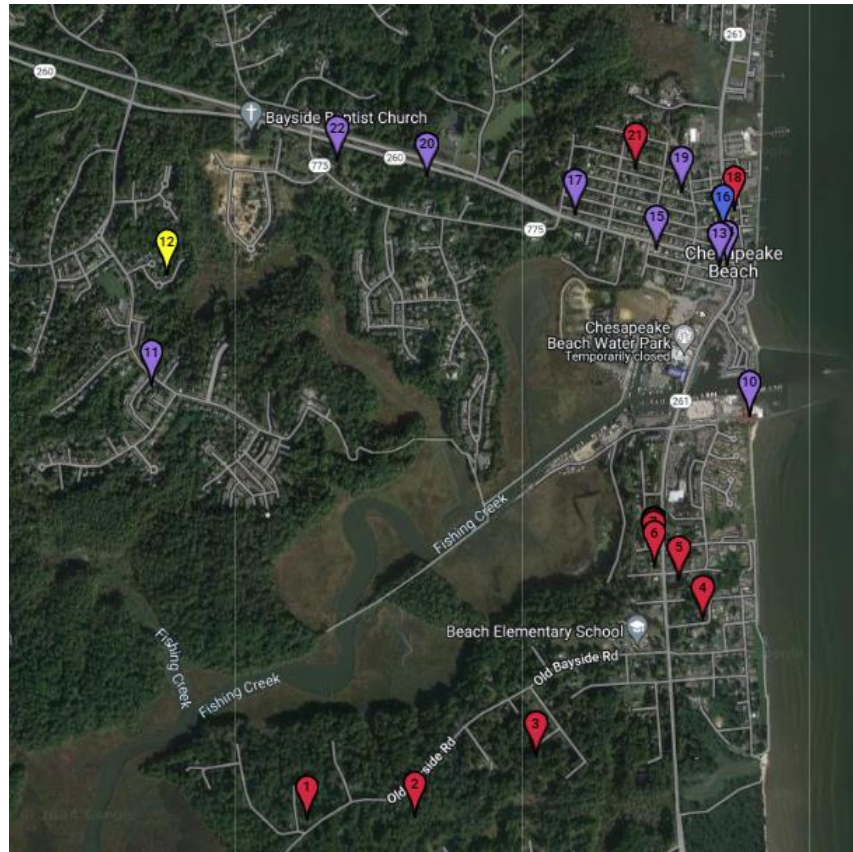
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IX. CODE ENFORCEMENT ACTIVITY:



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Follow Up Date

- 30+ days past due (15 cases)
- 15-29 days past due (1 cases)
- 4-14 days past due
- 1-3 days past due
- Due Today
- 1-3 days away
- More than 4 days away
- No follow up date (6 cases)

	Case #	Location	Status
1.	CE22-82	7516 OLD BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
2.	CE23-17	7685 OLD BAYSIDE Rd	Notice of Violation Given



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		CHESAPEAKE BEACH, MD 20732	
3.	CE23-4	3605 12TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
4.	CE23-24	7524 C St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
5.	CE23-3	3907 16TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
6.	CE23-39	7626 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Awaiting Zoning Permit
7.	CE23-23	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
8.	CE23-29	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Awaiting Zoning Permit
9.	CE23-40	7636 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
10.	CE24-3	4165 MEARS Ave CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
11.	CE24-11	8111 SILVER FOX Way CHESAPEAKE BEACH, MD 20732	Notice of Violation Given



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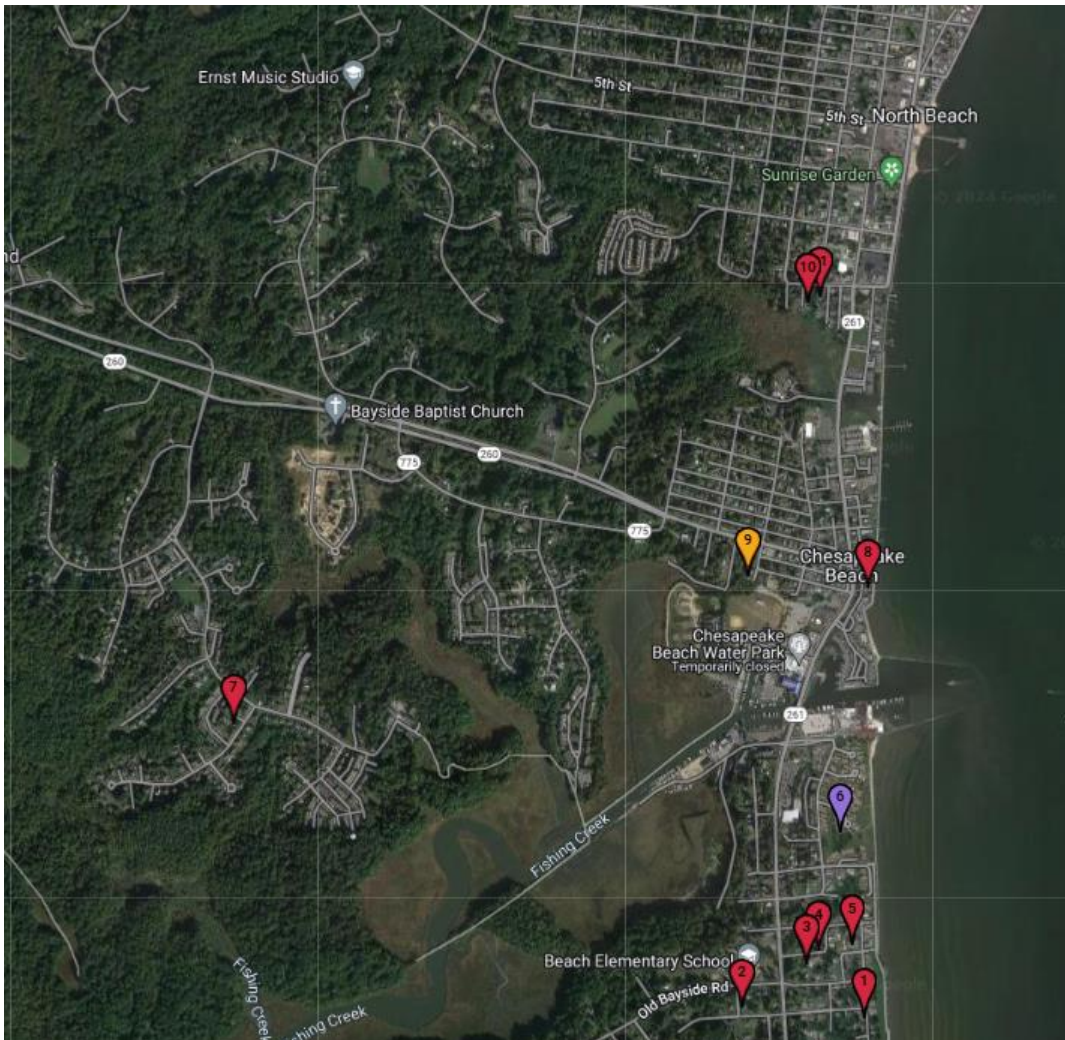
12.	<u>CE24-8</u>	2531 SHADY OAK Ct CHESAPEAKE BEACH, MD 20732	Complaint Filed
13.	<u>CE23-37</u>	3919 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed
14.	<u>CE23-36</u>	8220 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed
15.	<u>CE24-7</u>	3801 CHES BCH Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed
16.	<u>CE23-16</u>	3915 27TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given
17.	<u>CE24-4</u>	3610 CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed
18.	<u>CE23-28</u>	8309 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Administrative Citation Issued
19.	<u>CE23-7</u>	3814 28TH St CHESAPEAKE BEACH, MD 20732	Stop Work Order
20.	<u>CE23-27</u>	3325 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Administrative Citation Issued
21.	<u>CE23-38</u>	3705 29TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given



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22.	CE22-80	2952 HERITAGE Dr CHESAPEAKE BEACH, MD 20732	Awaiting Zoning Permit
23.	CE24-9	3090 COX Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given

Housing & Livability Rental Registry address of rental applications received:





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Follow Up Date

- 30+ days past due (15 cases)
- 15-29 days past due (1 cases)
- 4-14 days past due
- 1-3 days past due
- Due Today
- 1-3 days away
- More than 4 days away
- No follow up date (6 cases)

Case #	Location	Status	Follow Up
1.	RR23-31	4019 13TH St CHESAPEAKE BEACH, MD 20732	Application received
2.	RR23-25	7411 13TH St CHESAPEAKE BEACH, MD 20732	Application received
3.	RR23-27	3915 14TH St CHESAPEAKE BEACH, MD 20732	Application received
4.	RR20-31	7524 C St CHESAPEAKE BEACH, MD 20732	Application received
5.	RR23-82	4012 14TH St CHESAPEAKE BEACH, MD 20732	Application received
6.	RR20-36	4013 CAROUSEL Way CHESAPEAKE BEACH, MD 20732	Application received
7.	RR23-92	2304 CARDINAL Way CHESAPEAKE BEACH, MD 20732	Application received
8.	RR20-156	8191 WINDWARD KEY Dr CHESAPEAKE BEACH, MD 20732	Application received
9.	RR24-14	8206 E St CHESAPEAKE BEACH, MD 20732	Application received
10.	RR20-137	8727 DAVID CHESAPEAKE BEACH, MD 20732	Application received



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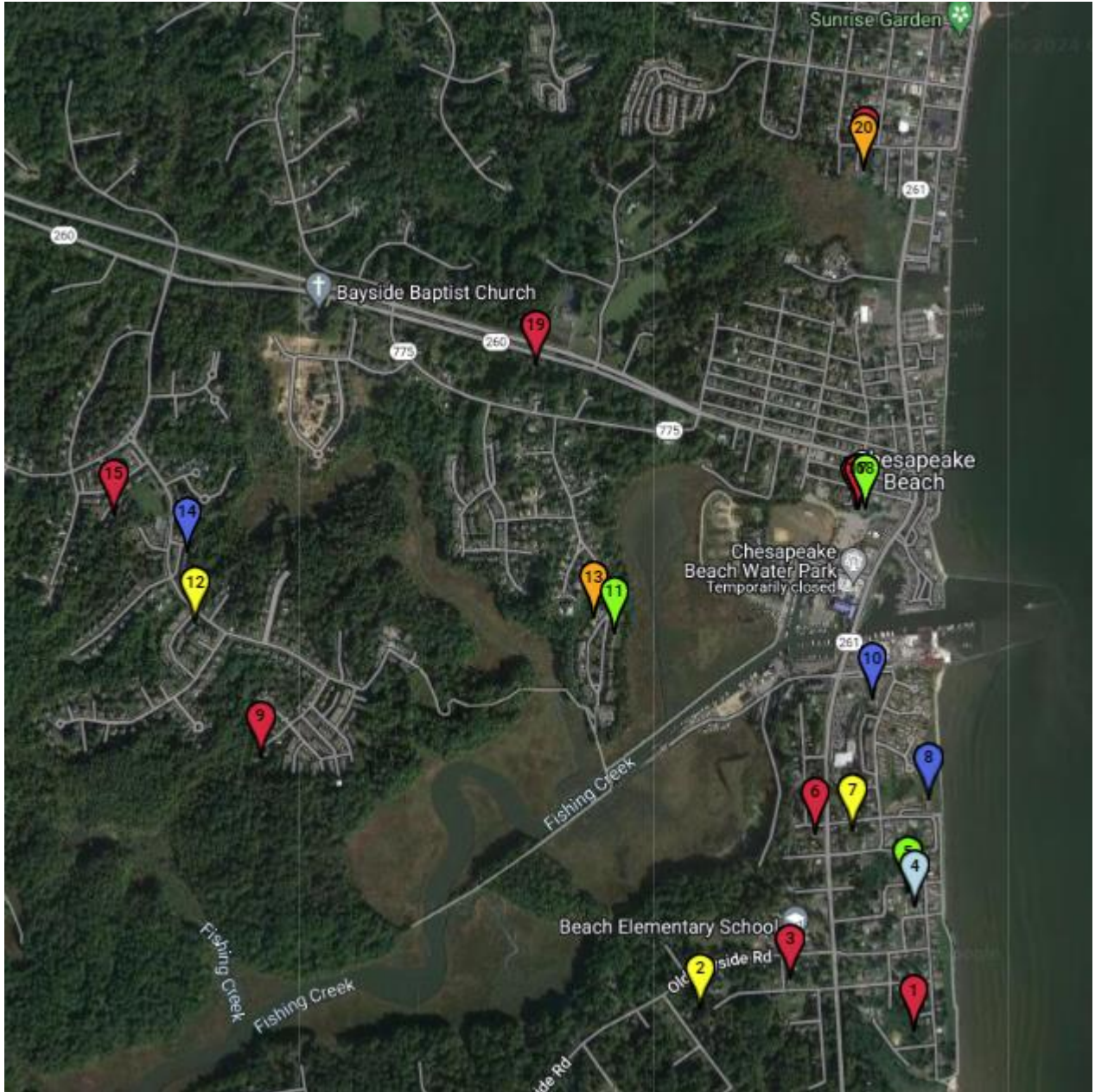
11.

[RR23-33](#)

8732 D St
CHESAPEAKE BEACH, MD 20732

Application received

Housing & Livability Inspections in Progress:





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Follow Up Date

- 30+ days past due (15 cases)
- 15-29 days past due (1 cases)
- 4-14 days past due
- 1-3 days past due
- Due Today
- 1-3 days away
- More than 4 days away
- No follow up date (6 cases)

Case #	Location	Status	Follow Up
1.	RR23-78	4013 12TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
2.	RR24-15	3718 13TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
3.	RR23-72	7411 13TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
4.	RR24-16	4012 14TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
5.	RR23-29	4017 15TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
6.	RR20-2	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Inspections in progress
7.	RR24-13	3909 17TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
8.	RR23-93	4032 17TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
9.	RR21-37	8272 GREENSPRING Dr CHESAPEAKE BEACH, MD 20732	Inspections in progress
10.	RR24-20	7828 C St CHESAPEAKE BEACH, MD 20732	Inspections in progress



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11.	RR24-19	8011 DELORES Ct CHESAPEAKE BEACH, MD 20732	Inspections in progress
12.	RR24-6	8111 SILVER FOX Way CHESAPEAKE BEACH, MD 20732	Inspections in progress
13.	RR24-11	8020 DELORES Ct CHESAPEAKE BEACH, MD 20732	Inspections in progress
14.	RR24-18	2449 GREEN LEAF Ter CHESAPEAKE BEACH, MD 20732	Inspections in progress
15.	RR20-178	2475 DEERFIELD CHESAPEAKE BEACH, MD 20732	Inspections in progress
16.	RR23-42	8191 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
17.	RR23-43	8193 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
18.	RR23-45	8197 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
19.	RR22-37	3325 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Inspections in progress
20.	RR23-36	8725 DAVID CHESAPEAKE BEACH, MD 20732	Inspections in progress
21.	RR23-38	8729 DAVID CHESAPEAKE BEACH, MD 20732	Inspections in progress



Town Administrators Report – March 2024

X. TOWN EVENTS:

Easter EGG-STRAVAGANZA
SATURDAY, MARCH 23RD
 RAIN DATE: SUNDAY, MARCH 24TH

KELLAM'S FIELD | 11AM TO 1PM
3825 GORDON STINNETT AVE

JOIN THE TOWN OF CHESAPEAKE BEACH FOR A DAY OF FAMILY FUN AS WE SEARCH FOR EASTER EGGS, PLAY GAMES, AND VISIT THE EASTER BUNNY!

EGG HUNTS:
 AGES 2 TO 4 11:30 AM
 AGES 5 TO 7 12:00 PM
 AGES 8 TO 12 12:30 PM

PLUS A VISIT WITH THE NORTH BEACH VOLUNTEER FIRE DEPARTMENT!

Logos and vendors included:
 - Chesapeake Beach Oyster Cultivation Society
 - Calvert LIBRARY (CalvertLibrary.info)
 - Roland's
 - Chesapeake Green Grocers Farm
 - All Saints Parish (Loving our neighbors)
 - Ready Set Gymnastics
 - BAYSIDE BAPTIST CHURCH
 - Chesapeake Beach Railways Museum
 - NORTH BEACH VOLUNTEER FIRE DEPARTMENT
 - NORTH BEACH UNION CHURCH
 - STORM READY EXTERIORS (443.534.6968, MHIC #134837)
 - APNE'S CAR WASH (The First Where It's O.K. To Wash Grabs)

Join the Town of Chesapeake Beach for our annual Easter Egg-Stravaganza! Saturday March 23rd on the Kellams Field (weather and storm drain work permitting). [Click here for more details!](#)



Town Administrators Report – March 2024

**HELLO
SPRING
CLEAN-UP**

The Green Team is encouraging all residents, neighbors, and organizations throughout the town to take charge, roll up your sleeves, and clean up the trash that has accumulated near our walkways and streets in our community.

SATURDAY APRIL 20TH

9AM TO 12PM
REGISTER & OBTAIN SUPPLIES AT
KELLAM'S FIELD

SCAN ME

Chesapeake Beach Green Team

Join the Chesapeake Beach Green Team for a Community Clean Up April 20th from 9-12 PM.



Town Administrators Report – March 2024

**ARBOR DAY
NATURE WALK**

Chesapeake Beach Railway Trail
APRIL 26TH, 4PM

Please join the Town of Chesapeake Beach Green Team for an Arbor Day Nature Walk along the Railway Trail. Our local Master Gardeners and Tree Experts will help to identify the species native to our area with a fun game of Tree Bingo! All are welcome!

SAVE THE EARTH
APRIL 26TH, 2024

Chesapeake Beach Green Team

Meet Up Location - Kellam's Field Pavilions
3825 Gordon Stinnett Ave,
Chesapeake Beach, MD 20732

Join the Chesapeake Beach Green Team for an Arbor Day Nature Walk!



Town Administrators Report – March 2024

**SHATTER
The STIGMA
5K**

"BE KIND TO YOUR MIND" HEALTH FAIR

RACE REGISTRATION



Scan me 

[Click Here to Register!](#)

**Register by
April 1st, 2024**

to get a free t-shirt & meal ticket!

**SATURDAY
MAY
18
2024
9AM-12PM**

**Kellam's Field
3825 Gordon Stinnett Ave,
Chesapeake Beach, MD 20732**



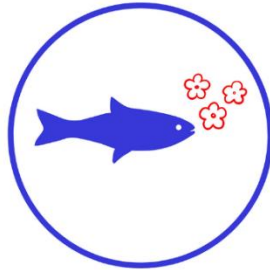

Funding provided by Maryland Department of Health

Shatter the Stigma 5K and the “Be Kind to Your Mind” Health Fair a partnership between the Calvert County Health Department, the Town of Chesapeake Beach, and the Twin Beaches Opioid Abuse Awareness



Town Administrators Report – March 2024

Coalition. The event will kick start with a 5K, and the day will be filled with health screenings and activities focused on health and wellness at the center of the Town.



Save the Date

RIBBON CUTTING FOR WALKING
PATHS AND POCKET PARKS

May 23rd

Save the Date, May 23, 2024, as we celebrate the recent opening of the Towns pocket parks and walking paths, more details to follow!



**Town of Chesapeake Beach
Treasurer's Report
Town Council Meeting
March 2024**

Current Activities:

- FY24 3rd Quarter utility bills will be mailed in April.

For additional information on changes to the Town's FY24 Utility Rates can be found at bit.ly/cbsewerrates.

- *FY25 Budgets*
 - General Fund, Mitigation Fund and WRTP Fund budgets were reviewed during the February 6th work session.
 - Utility Fund and Water Park Fund budgets were reviewed during the March 12th work session.
 - All FY25 budgets will be voted on in April, following the public hearings.
- Audit RFP – to be released this Friday, March 22nd.

ARPA Funding Status:

Reconciliation of Funds Allocated from ARPA Reimbursement

5,943,338	Total funds awarded
(200,000)	Food insecurities & food pantry services - GF
(100,000)	Calvert Library Foundation - GF
(92,186)	Storm Drain Replacement - GF
(371,834)	Property Acquisition - GF
(750,000)	Saddle Replacements - UF
(500,000)	Meter Replacement - UF
(350,000)	Fishing Creek Wet Well - UF
3,579,318	Remaining Funds
764,020	<i>Total - General Fund</i>
1,600,000	<i>Total - Utility Fund</i>



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(410) 266-3212 • Fax (410) 266-3502 • www.messickandassociates.com

Town of Chesapeake Beach

Engineer's Report 3-14-24

From: Messick Group, Inc (MGI)
Wayne A. Newton, P.E

Below is the monthly update of projects and upcoming action items to be completed by our office:

Richfield Station:

Action: No Change from last month. M&A attended a meeting on site with the owner, and his attorney, along with Holly Wahl, Todd Pounds and Jay Berry. This meeting was intended to address steps required to provide update sureties for the yet to be completed work as well as remedial work identified by the Town. The developer is completing cost estimates to update the sureties for Town review. Once those estimates are approved, the developer will provide updated sureties and will begin repairing the current deficiencies.

261 Sidewalks:

Action: M&A addressed additional SHA RFP review comments from the new review team. Waiting for SHA review.

Heritage:

Action: M&A received maintenance bonds from the developer. Waiting for deeds and as-built drawings. Once received we will work with the Town attorney to confirm the documents are acceptable and process the release.

Kellams Field:

Action: M&A is working with Calvert County to gain approval of the Grading Permit. Bid awarded for the base site work. RFP being generated for the play equipment bid process. MDE is ready to issue the wetlands license and approval once the County issues the grading permit.

Water Park

Action: RFP for replacement of the Water Park is currently out to bid. Bids due 3/15/24.

Water Reclamation Plant Headworks

Action: M&A working with McCrone to develop draft designs for expanded headworks capacity. A location for the wet well location has been determined. Geotechnical investigations being performed for foundation design and Ground Penetrating Radar to confirm no utility conflicts.



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Route 261 Pedestrian Path

Action: Messick is completing the 30% design documents for SHA review and request for funding.

Old Bayside Water Tower

Messick performing intermittent settlement analysis of the tower footings. Next sampling April 2024



CALVERT COUNTY SHERIFF'S OFFICE

TWIN BEACHES PATROL

Date: March 5, 2024
To: Holly Wahl
From: Sergeant Ryan Kampf
Re: Sheriff's Office Report-Chesapeake Beach

In February of 2024, the Sheriff's Office handled 248 calls for service in Chesapeake Beach. This is down from 218 calls in January of 2024.

Twin Beach deputies had 976 self-initiated (patrol checks = 787, follow-up investigations = 10, traffic stops = 179)

Twin Beach deputies received 248 calls for service by other means (citizens, alarm companies, etc)

Call Breakdown for the 248 calls, we handled:

- **Destruction of Property**
- **Trespassing**
- **DUI/DWI**
- **Assault**
 - 2/13/24- D St.- Assault between two males- On going investigation
- **Theft**
 - 02/15/24- F street- Theft of a leaf blower out of a truck bed- no suspect info
- **Miscellaneous**
 - 260 and St. Andrews- Traffic US Marshall warrant
 - 2/10/24 – C Street – Assist Animal Control - Several responses to assist AC with forced entry to remove cats from the residence.

- **2/11/24 – Bayside Rd – Death Investigation**
- **2/15/24 – Windward Key – Death Investigation**
- **2/15/24 – 26th Street – Domestic – residents assaulted one another – report taken.**
- **2/18/24- 28th street – Domestic- Husband and wife arguing- Male assaulted Female- Arrested**
- **2/20/24- Rod ‘N Reel- Industrial accident- Female shocked by bare wire- EMS Handled**

February 2024 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year	
911 Hang Up	20	37	Firearms Complaint	0	1	Relay	0	0	
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0	
Accident	7	11	Found Property	0	0	Search Warrant	2	2	
Alarm	7	13	Fraud	2	4	Sexual Assault	0	1	
Alcohol Violation	0	0	Harassment	3	4	Sex Offender Registry	0	0	
Animal Complaint	1	3	Illegal Dumping	0	0	Special Assignment	3	4	
Assault	3	3	Industrial Accident	1	1	Stalking	0	0	
Assist Motorist	4	15	Indecent Exposure	0	0	Stolen Vehicle	0	0	
Assist Other Dept	5	7	Intoxicated Person	1	1	Summons Service	3	7	
Assist Sick/Injured	3	8	Kidnapping/Abduction	0	0	Suspicious Person	4	8	
Attempt to Locate	14	26	Loitering	0	0	Suspicious Vehicle	4	14	
Burglary	1	2	Lost Property	0	1	Tampering with MV	0	0	
CDS Violation	3	4	Loud Party/ Music	0	0	Telephone Misuse	0	0	
Check Welfare	4	11	Mental Subject	1	1	Theft	1	5	
Conservor of Peace	0	1	Missing Person	1	3	Traffic Complaint	2	8	
Destruction of Property	0	1	Neighborhood Dispute	0	0	Traffice Control	38	75	
Death Investigation	1	1	Notification	0	2	Traffic Enforcement	1	1	
Disorderly	2	8	Parking Complaint	2	8	Trespassing	2	6	
Domestic	10	22	Person with Weapon	0	0	Unauthorized Use MV	0	1	
Escort	0	0	Police Information	14	30	Unknown Problem	0	0	
Eviction	0	2	Protective/Peace Order	4	5	Violation Protective Order	2	2	
Fight	0	2	Prowler	0	0	Warrant Service	0	1	
							Total Calls	176	372
	Month	Year		Month	Year		Month	Year	
DUI Arrest	0	4	CDS Arrest	0	0	Other Arrest	2	7	
Civil Marijuana Citations	0	0	Non Fatal Overdose	0	1	Fatal Overdose	0	0	
Patrol Checks	787	1663	Traffic Stops	179	321	Follow Ups	10	21	

Deputies assigned to the Twin Beach Patrol handled 128 calls outside of the Twin Beach Patrol Area in this month.

(These calls include off duty responses, calls handled to and from work, special events, overtime assignments, special unit assignments, calls while working a shift, etc. The Computer

February 2024 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year	
911 Hang Up	12	19	Firearms Complaint	0	1	Relay	0	1	
Abandoned Vehicle	0	1	Fireworks Complaint	0	0	Robbery	0	0	
Accident	0	2	Found Property	0	0	Search Warrant	0	0	
Alarm	1	3	Fraud	0	0	Sexual Assault	0	0	
Alcohol Violation	0	0	Harassment	0	0	Sex Offender Registry	0	0	
Animal Complaint	1	4	Illegal Dumping	0	0	Special Assignment	2	5	
Assault	0	0	Industrial Accident	0	0	Stalking	0	0	
Assist Motorist	0	3	Indecent Exposure	0	0	Stolen Vehicle	0	0	
Assist Other Dept	1	3	Intoxicated Person	0	0	Summons Service	7	12	
Assist Sick/Injured	0	1	Kidnapping/Abduction	0	0	Suspicious Person	0	0	
Attempt to Locate	17	32	Loitering	0	0	Suspicious Vehicle	2	5	
Burglary	1	1	Lost Property	0	0	Tampering with MV	0	0	
CDS Violation	0	0	Loud Party/ Music	0	0	Telephone Misuse	0	0	
Check Welfare	6	11	Mental Subject	1	1	Theft	2	3	
Conservor of Peace	2	3	Missing Person	0	0	Traffic Complaint	3	4	
Destruction of Property	0	0	Neighborhood Dispute	0	0	Traffice Control	1	1	
Death Investigation	1	1	Notification	0	0	Traffic Enforcement	1	10	
Disorderly	1	4	Parking Complaint	1	2	Trespassing	0	1	
Domestic	5	11	Person with Weapon	2	2	Unauthorized Use MV	0	0	
Escort	1	1	Police Information	9	14	Unknown Problem	0	0	
Eviction	0	2	Protective/Peace Order	0	1	Violation Protective Order	0	0	
Fight	0	0	Prowler	0	0	Warrant Service	2	2	
							Total Calls	82	166
	Month	Year		Month	Year		Month	Year	
DUI Arrest	1	2	CDS Arrest	0	0	Other Arrest	4	11	
Civil Marijuana Citations	0	0	Non Fatal Overdose	0	0	Fatal Overdose	0	0	
Patrol Checks	379	743	Traffic Stops	49	93	Follow Ups	2	2	
**** Notes ****									



February 2024

Fire = 32

AFA = 5

Brush = 0

EMS Assist = 13

Working Fire = 1

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 2

Investigation = 0

MVA = 3

Helicopter Landing = 2

Service = 6

Water Rescue = 0

Fire Calls dispatched in the Town of Chesapeake Beach = 23

Fire Calls dispatched in the Town of NB = 9

February Fire Drill: Ice/Cold Water Rescue

Fundraising: N/A

Community Events: N/A



EMS = 96

Chest Pains = 7

Diabetic Emergency = 0

Fire Standby = 1

Motor Vehicle Accident = 3

Traumatic Injury (Non-MVA) = 16

Overdose = 1

Psychiatric = 1

Abdominal/GI = 0

Respiratory Distress = 16

Seizures = 2

Stroke (CVA) = 1

Unconscious Subject = 14

Other Non-Emergent = 34

EMS Calls dispatched in the Town of Chesapeake Beach = 66

EMS Calls dispatched in the Town of NB = 30

February EMS Drill: Soft Billing Documentation

#O-24-5
Passed:
Effective:

**AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,
ADOPTING THE ANNUAL BUDGET FOR THE GENERAL FUND OF THE
TOWN OF CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2024
TO JUNE 30, 2025 AND SETTING MUNICIPAL TAX RATES.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on April 25, 2024, to consider the budget for the Town’s General Fund for FY ’25, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the General Fund of the Town of Chesapeake Beach for the Fiscal Year 2025 is hereby adopted in the form as set forth in the attached Exhibit A hereto.

Section 2. A property tax rate for FY’25 of \$.2977 per \$100 of assessed valuation is hereby adopted; and

Section 3. A noninterest bearing loan is hereby established between the General Fund and the Water Park Fund in the amount of \$121,000, to be repaid at a future date, which shall be determined as part of the future design build process and set by June 30, 2025.

AS CERTIFIED by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 21st day of March, 2024, that a public hearing was held on the ___ day of April, 2024, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and ___ votes of approval and ___ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance on the ___ day of April, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ___ day of April, 2024. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor’s approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Valerie L. Beaudin, Councilwoman

Lawrence P. Jaworski, Councilman

Margaret P. Hartman, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

FY25 Budget
General Fund

FY25 BUDGET

LOCAL REVENUES		
100-410000	Real Estate Taxes	2,994,637
100-410100	Admission & Amusement Tax	1,576,827
100-410105	State A&A Tax Distributions	300,000
100-410115	Hotel Tax	100,000
100-410120	Operating Property Tax	70,227
100-410125	Penalties & Interest - Tax	6,700
100-410135	Traders License - County	1,000
100-410140	Permits, Fines & Penalties	30,000
100-410145	Interest on Savings & Investments	10,000
100-410170	Cable Franchise Fee	100,000
100-410175	Speed Cameras	40,000
100-410230	Miscellaneous Income	2,000
FEDERAL & STATE REVENUES		
100-420100	State Income Taxes	1,257,078
100-420105	Highway User Revenues	539,635
100-420110	State Aid Police Protection	63,250
100-420150	Federal Grants	866,154
OTHER REVENUE SOURCES		
100-430130	Transfer In - GF Fund Balance	2,713,164
100-432200	Miscellaneous Grants	310,000
TOTAL REVENUES:		10,980,672
SALARIES, TAXES & BENEFITS		
100-6000-602000	Salaries and Wages	525,177
100-6000-602050	Payroll Taxes - GF	43,327
100-6000-602100	Medical and Life Insurance	115,539
100-6000-602300	Retirement	94,532
100-6000-602400	Continuing Education	44,000
CONTRACTED SERVICES & FEES		
100-6000-620400	Audit	9,500
100-6000-620600	Legal Counsel	130,000
100-6000-620800	SDAT Fees	11,558
100-6000-621100	Software Maintenance Agreement	30,000
100-6000-621200	Planning & Zoning	55,000
100-6000-621400	Engineering	110,000
100-6000-621600	IT Support	30,000
100-6000-622500	Town Hall - Building Maintenance	42,000
100-6000-623300	Printing & Publications	15,000
100-6000-623900	Professional Fees	8,000
100-6000-624500	Web Maintenance	3,000
100-6000-624700	Document Imaging	3,000
100-6000-624800	Health Department - Rent	20,000
OTHER		
100-6000-631001	Board of Elections	17,000
100-6000-631210	Legislative Education & Travel	29,500
100-6000-631220	Dues & Subscriptions	15,000

100-6000-631300	Grants to Local Organizations	17,500
100-6000-631305	Senator M. Miller Scholarship Fund	5,000
100-6000-632000	Miscellaneous Expense	5,000
100-6000-632300	Office Expense	50,000
100-6000-634101	Stipends - Council	18,000
100-6000-634102	Stipends - Mayor	18,000
100-6000-634500	Town Hall Telephone	12,000
100-6000-635000	Town Hall Utilities	31,000
100-6000-636101	Special Events	190,400
100-6000-636201	Economic Development	44,000
100-6000-637010	Opioid Awareness Committee	5,000
100-6000-637020	Green Team	7,000
100-6000-637030	Rental Inspection Services	30,000
100-6000-780000	Insurance	80,000
100-6000-790000	Unspent Reimbursement - ARPA Funds	3,579,318
PUBLIC SAFETY		
100-6450-645500	Police - Deputy in Residence	1,410,953
100-6450-646000	Bayfront Park & Town Beautification	50,000
100-6450-646500	North Beach VFD	50,000
PUBLIC WORKS - SALARIES, TAXES & BENEFITS		
100-6450-602050	Payroll Taxes - Recreation Operations	3,000
100-6500-602000	Salaries and Wages	365,801
100-6500-602010	Recreation Operations - Salaries	121,853
100-6500-602050	FICA - PW	30,179
100-6500-602100	Medical and Life Insurance	134,105
100-6500-602300	Retirement	54,870
100-6500-602400	Continuing Education	8,500
PUBLIC WORKS - SUPPLIES		
100-6500-665200	Gasoline & Tolls	20,000
100-6500-665400	Equipment Repair & Maintenance	40,000
100-6500-665600	Supplies	15,000
PUBLIC WORKS - CONTRACTED SERVICES & FEES		
100-6500-672000	Holiday Lights	110,000
100-6500-674000	Trash Removal Service	595,000
100-6500-675000	Recycle Bins	12,000
100-6500-676000	Street Sweeping	2,700
PUBLIC WORKS - OTHER		
100-6500-684300	CBOCS Oyster Program	6,900
100-6500-684900	PW - Miscellaneous Expense	2,000
100-6500-685200	Property Maintenance - General	70,000
100-6500-685220	Property Maintenance - Landscaping	190,000
100-6500-685240	Property Maintenance - Tree Trimming	30,000
100-6500-685500	Recreation Operations - General	203,000
100-6500-686000	Snow & Ice Removal	50,000
100-6500-686100	Storm Drain Inspection & Maintenance	20,000
100-6500-686500	Street Lights	70,000
100-6500-687000	Telephone	10,000
100-6500-687500	Utilities	16,500
CAPITAL EXPENDITURES		
100-7100-725000	Capital Expenditures	1,844,960
TOTAL EXPENDITURES:		10,980,672
SURPLUS/DEFICIT:		-



CHESAPEAKE BEACH FY25 SCHEDULE OF FEES - Effective July 1, 2024

		FY25
PERMIT FEES		
Rental License Permit	\$	300.00
Rental Inspection "No Access" or Revisit Fee	\$	150.00
Grading, vegetation or tree removal permit	\$	150.00
Public Works Permit (Water / Sewer)	\$	325.00
Commercial building permit	\$	180.00
Residential building permit	\$	150.00
Misc. permit (misc imp., fence, shed, deck, pool-under 150 sqft or less without electric)	\$	50.00
Home occupation permit	\$	100.00
After the fact permit fee	200% of the fee otherwise imposed or \$300, whichever is greater	
BOARD OF PORT WARDENS		
Permit Review	\$	250.00
TOWER PERMIT		
Tower permit review charge		900.00
ZONING FEES		
Official Administrative Interpretation	\$	400.00
Zoning Ordinance Interpretation	\$	75.00
Official Zoning Letter	\$	250.00
Property line adjustment	\$	250.00
Zoning Map Amendments	\$	500.00
Zoning Text Amendment	\$	1,200.00
Minor/ Administrative Revision(s) to Approved Site Plan-Category 1 Site Plans	\$	325.00
Minor/ Administrative Revision(s) to Approved Site Plan-Category 2 Site Plans	\$	100.00
Commercial Use & Occupancy Permit (no modifications)	\$	50.00
Commercial Use & Occupancy Permit (modifications)	\$	150.00
Zoning Site Inspection	\$	50.00
BOARD OF APPEALS		
Appeal of Administrative Decision/Interpretation to the Board of Appeals	\$	500.00
Variance (for single-family accessory structure, such as decks and sheds)	\$	250.00
Critical Area Variance (for single-family accessory structure, such as decks and sheds)	\$	500.00
SITE PLAN REVIEW		
<i>CATEGORY 1: All commercial and institutional developments, multifamily dwellings, senior housing projects, and attached dwelling units.</i>		
Base application fee	\$	300.00
<i>CATEGORY 2: Single family detached dwellings, bed and breakfast facilities, inns, boarding houses, accessory uses and rehabilitation projects with minor impact.</i>		
Base application fee	\$	300.00
Plus:		
New building with a gross floor area under 2,300 square feet	\$	2,400.00
New building with a gross floor area of 2,300 square feet to 10,000 square feet	\$	5,280.00
New building with a gross floor area of 10,000 square feet to 20,000 square feet	\$	5,808.00
New building with a gross floor area of 20,000 square feet	\$	8,712.00
Residential site plans with 10 or fewer units	\$	4,800.00
Residential site plans with more than 10 units	\$	9,000.00
CRITICAL AREA SITE PLAN		
Base application fee	\$	750.00
Plus:		
New building with a gross floor area under 2300 square feet	\$	2,640.00
New building with a gross floor area of 2,300 square feet to 10,000 square feet	\$	5,808.00
New building with a gross floor area of 10,000 square feet to 20,000 square feet	\$	6,388.80
New building with a gross floor area of 20,000 square feet	\$	9,583.20
Residential site plans with 10 or fewer units	\$	5,808.00
Residential site plans with more than 10 units	\$	8,712.00
PUBLIC WORKS AGREEMENTS		
Public Works Agreement (water/sewer)	\$	2,500.00
Public Works Agreement (all other including roads, grading, storm drains etc.)	5% of construction cost estimate	
Public Works Agreement - Time Extensions		1,000.00
APPLICATION OF EXTENSION OF APPROVED SITE PLAN		
Extension of approved Category 1 site plan	\$	550.00
Extension of approved Category 2 site plan	\$	200.00
CODE ENFORCEMENT		
Citation	\$	500.00
Site Inspection (per inspection)	\$	50.00
PUBLIC BOAT RAMP FEES		
Season Pass		
Season Pass fee Chesapeake Beach municipal residents		-
Season Pass fee State of MD residents		-
Season Pass fee out of State of MD residents		-

In/Out Ramp Fee		
In / Out ramp fee Chesapeake Beach municipal residents		-
One way ramp fee Chesapeake Beach municipal residents		-
In/ Out ramp fee State of MD residents		-
One way ramp fee State of MD residents		-
In / Out ramp fee out of State of MD residents		-
One way ramp fee out of State of MD residents		-
Parking		
Public parking of boat trailer while launched		-
ADMINISTRATIVE		
Administrative fee (flat fee)	\$	50.00
Stop Work fee	\$	500.00
TRASH & RECYCLING BINS		
Bulk Item Excess Fee (per item)*	\$	100.00
Recycle bin replacements	\$	60.00
TRIBUTE BRICKS		
Veterans' memorial brick	\$	200.00
PUBLIC RECORDS		
Copies	\$	-
Fee for each copy made by photocopying machine within Town Hall	\$	0.25
<i>Fee for each copy made otherwise shall be based on actual cost of reproduction</i>		
Certification of copies		\$1/page
<i>Minimum fee. No charge will be made if the total fee is less than \$1</i>		
<i>Fees are based upon the persons needed to perform the activities, and the rates for such persons are per hour:</i>		
Town Hall staff and the custodian or the custodian's designees	\$	35.00
Town Administrator or Zoning Administrator	\$	150.00
Town Attorney	\$	250.00
Town Engineer	\$	150.00

*Excess of twice annually (3 items)

#O-24-6

Passed:

Effective:

**AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,
ADOPTING THE ANNUAL BUDGET FOR THE WATER RECLAMATION
TREATMENT PLANT FUND OF THE TOWN OF CHESAPEAKE BEACH FOR
THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on April ____, 2024, to consider the budget for the Town’s Water Reclamation and Treatment Plant Fund for FY ’25, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF
CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Water Reclamation Treatment Plant Fund of the Town of Chesapeake Beach for the Fiscal Year 2025 is hereby adopted in the form as set forth in the attached Exhibit A hereto; and

AS CERTIFIED by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 21st day of March, 2024, that a public hearing was held on the ____ day of April, 2024, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and ____ votes of approval and __ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this ____ day of April, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of April, 2024. This Ordinance shall become effective at the expiration of twenty (20) calendar

days from the date of the Mayor's approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Valerie L. Beaudin, Councilwoman

Lawrence P. Jaworski, Councilman

Margaret P. Hartman, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

FY25 Budget
WRTP

FY25 BUDGET

FIXED REVENUES		
300-430010	Anne Arundel - Fixed - 10.44%	150,398
300-430020	Calvert County - Fixed - 21.81%	314,193
300-430030	Chesapeake Beach - Fixed - 49.66%	715,398
300-430040	North Beach - Fixed - 18.09%	260,603
VARIABLE REVENUES		
300-431010	Anne Arundel - Variable - 12%	111,118
300-431020	Calvert County / NB - Variable - 37%	342,614
300-431030	Chesapeake Beach - Variable - 51%	472,253
CAPITAL & OTHER REVENUE SOURCES		
300-432010	Capital - Anne Arundel	71,974
300-432020	Capital - Calvert County	150,360
300-432030	Capital - Chesapeake Beach	342,361
300-432040	Capital - North Beach	124,714
	TOTAL REVENUES:	3,055,986
FIXED COST		
300-6975-601000	Salaries and Wages	508,117
300-6975-610500	Plant Benefits & Taxes	369,972
300-6975-621000	Administration - TCB	98,445
300-6975-621401	Engineering & Professional Fees	75,000
300-6975-621500	Safety	16,000
300-6975-622000	Telephone	7,000
300-6975-623000	Lab Analysis & Supplies	103,650
300-6975-626000	Equipment Repairs & Maintenance	92,200
300-6975-628500	TP Office Expense	23,000
300-6975-780000	Insurance - Plant	122,000
VARIABLE COSTS		
300-6975-684601	Chemicals	330,985
300-6975-684701	Landfill Tipping Fees	295,000
300-6975-687501	Utilities	300,000
CAPITAL & OTHER		
300-6975-790000	Transfer Out - TP Reserves	25,208
300-6975-801000	Capital Projects	689,410
	TOTAL EXPENSES:	3,055,986
	SURPLUS/DEFICIT:	-

#O-24-7
Passed:
Effective:

**AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND, ADOPTING
THE ANNUAL BUDGET FOR THE MITIGATION FUND OF THE TOWN OF
CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on April 25, 2024, to consider the budget for the Town’s Mitigation Fund for FY ’25, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Mitigation Fund of the Town of Chesapeake Beach for the Fiscal Year 2025 is hereby adopted in the form as set forth in the attached Exhibit A hereto.

AS CERTIFIED by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 21st day of March, 2024, that a public hearing was held on the ____ day of April, 2024, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and ____ votes of approval and ____ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this ____ day of April, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of April, 2024. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor’s approval or seven (7) days after the last required publication,

whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Valerie L. Beaudin, Councilwoman

Lawrence P. Jaworski, Councilman

Margaret P. Hartman, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

FY25 Budget
Mitigation Fund

FY25 BUDGET

200-410145	Interest Income	200
200-430135	Prior Year Reserves	20,500
200-435100	Critical Area Grant	2,000
	TOTAL REVENUES:	22,700
200-6400-632800	Bank Service Charges	100
200-6400-634300	Trees & Plantings	22,600
	TOTAL EXPENDITURES:	22,700
	SURPLUS/DEFICIT:	-

#O-24-8
Passed:
Effective:

**AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND, ADOPTING
THE ANNUAL BUDGET FOR THE UTILITY FUND OF THE TOWN OF
CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025
AND SETTING RATES, CHARGES AND FEES RELATED TO WATER AND SEWER
SERVICE BY THE TOWN.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on April 25, 2024, to consider the budget for the Town’s Utility Fund for FY ’25, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Utility Fund of the Town of Chesapeake Beach for the Fiscal Year 2025 is hereby adopted in the form as set forth in the attached Exhibit A hereto.

Section 2. The rates, fees and charges related to providing water and sewer service set forth in Schedule A to Exhibit A are hereby adopted.

AS CERTIFIED by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 21st day of March, 2024, that a public hearing was held on the ___ day of April, 2024, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and ___ votes of approval and ___ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this ___ day of April, 2024. If signed by the Mayor

below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of April, 2024. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor’s approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Valerie L. Beaudin, Councilwoman

Lawrence P. Jaworski, Councilman

Margaret P. Hartman, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

FY25 Budget

Utility Fund

FY25 BUDGET

REVENUES		
400-440010	Sewer Usage Charges	1,091,168
400-440040	Sewer Penalties & Interest	20,000
400-441010	Water Usage Charges	432,856
400-441020	Processing Fees & Fines	77,418
400-441030	Water Penalties and Interest	16,000
400-450000	Investment Interest	59,234
400-460000	Fixed Fee	1,601,200
400-460050	Infrastructure Fees	1,000
400-460100	Sewer Capital Connection Fee	255,000
400-460200	Water Capital Connection Fee	127,500
400-461000	Tower Site Rental	134,348
	TOTAL REVENUES:	3,815,724
EXPENSES		
400-6850-601000	Salaries & Wages	575,246
400-6850-602400	Continuing Education	6,500
400-6850-610500	Taxes & Benefits	290,212
400-6850-662200	Meter Repairs & Maintenance	25,000
400-6850-715100	Water Plant Repairs & Maintenance	95,000
400-6850-715500	Water Testing	18,000
400-6900-621400	Engineering & Professional Fees	54,000
400-6900-621501	Safety	17,000
400-6900-625300	Interest & Administrative Expense - LT Debt	60,034
400-6900-626001	Pump Station Repair	50,000
400-6900-630500	Supplies	50,000
400-6900-631500	Postage	10,608
400-6900-632400	Miss Utility Fees	2,000
400-6900-632500	Line Repairs & Maintenance	90,000
400-6900-632800	Banking Fees	58,000
400-6900-670000	TPF Fixed / Capital Costs	1,057,759
400-6900-670100	TPF Variable	472,253
400-6900-687500	Utilities	120,000
400-6900-717600	Miscellaneous	500
400-6900-780000	Insurance	53,612
400-6900-801000	Capital Projects	185,000
DEBT SERVICE		
400-6900-719300	Principal - 2014 - ENR	194,254
400-6900-748100	Principal - 2008 SRF Loan	293,449
400-6900-748300	Principal - ARRA Loan (2009)	37,297
	TOTAL EXPENSES:	3,815,724
	SURPLUS/DEFICIT:	-



New Rate Schedule Effective July 1, 2024

**APPENDIX A
FEE & RATE SCHEDULE
WATER & SEWER SYSTEM
TOWN OF CHESAPEAKE BEACH, MARYLAND**

WATER / SEWER PLAN REVIEW FEES:

Review / Preliminary Plans

- Public Water and Sewer \$ 300.00
- Private Water or Sewer \$ 250.00

Minor Subdivision Plan (1-7 Lots)

- Public Water and Sewer \$ 750.00 + \$75.00/Lot
- Private Water or Sewer \$ 500.00 + \$50.00/Lot

Resubmitted plans that do not adequately address all comments are subject to an additional charge of 50% of Review Fee.

Major Subdivision Plan (>7 Lots)

- Public Water and Sewer \$ 1,500.00 + \$150.00/Lot
- Private Water or Sewer \$ 1,425.00 + \$950.00/Lot

Minor Site Plan (1-7 Lots)

- Public Water and Sewer \$ 190.00 + \$150.00/EDU
- Private Water or Sewer \$ 135.50 + \$92.00/EDU

Major Site Plan (>7Lots)

- Public Water and Sewer \$ 2,250.00 + \$225.00/EDU
- Private Water or Sewer \$ 1,800.00 + \$180.00/EDU

Administrative Water/Sewer Application Fee

\$ 200.00

To be collected with Submittal of any water and/or sewer construction plans/connection application/permit request.

Public Sewer Pump Station Plan

\$ 2,500.00

Injector Pump Station Plan

\$ 250.00/EDU

WATER / SEWER RATES - BILLED QUARTERLY:

<u>Range</u>	<u>Water</u>	<u>Sewer</u>
(per 1,000 total gal. Billed Quarterly) range 1 to 4000	\$3.27/Tg	\$9.07/Tg
(per 1,000 total gal. Billed Quarterly) Range 4001 to 8000	\$3.34/Tg	\$9.28/Tg
(per 1,000 total gal. Billed Quarterly) Range 8001 to 15000	\$3.42/Tg	\$9.49/Tg
(per 1,000 total gal. Billed Quarterly) >15000	\$3.49/Tg	\$9.68/Tg

Sewer Use without Water Service – To be determined based on average usage per EDU by the State of Maryland.

Quarterly Fixed Fee – Water (minimum of one per use) \$ 50.00/EDU

Quarterly Fixed Fee - Sewer (minimum of one per use) \$ 100.00/EDU

OTHER CONNECTION FEES:

Water Meters/Hydrants

Standard 5/8” x 3/4” Outdoor Radio Read Water Meter \$ 500.00

Larger meter will be priced on a case-by-case basis.

Standard 5/8” x 3/4” Indoor Radio Read Water Meter \$ 500.00

Larger meter will be priced on a case-by-case basis.

Meter Installation Fee \$ 200.00

Fee is included in a connection permit application.

Fire Hydrants & Meters

Short-Term 5/8” x 3/4” Meter Rental (60 days or less reapplication and associated fee must be made after each 60-day term). Includes \$500 refundable deposit. \$ 1,250.00

Temporary Fire Hydrant Meter \$ 100.00 Application Fee
(meter provided by Town)

Private Fire Hydrant Fee (one time) \$ 500.00/hydrant

Hydrant Meter Rate/1,000 gallons	\$ 10.00/Tg
Submeters	\$ See Appendix 'E'

Capital Contribution Charges

One time charge before time of connection

Water	\$ 10,000.00/EDU
Sewer	\$ 20,000.00/EDU
Illegal Water/Sewer Connection Fee	\$ 1,000/day until illegal connection is removed

INSPECTION AND TESTING FEES:

<u>Individual Water & Sewer Connection Inspection per EDU</u>	\$ 216.00
<u>Individual Water or Sewer Connection Inspection per EDU</u>	\$ 144.00
<u>Individual Grinder or Injector Pump Inspection (Additional)</u>	\$ 360.00
<u>Re-Inspection Fee/Visit per EDU</u>	\$ 72.00
<u>Water and/or Sewer Infrastructure Inspection</u>	10% of Town approved Engineers Cost Estimate
<u>Meter Test</u>	
5/8" to 2"	\$ 150.00
3" to 4"	\$ 180.00
6" and greater	\$ 360.00

TAP FEES:

Tap Connection Inspection Fee-Sewer	\$ 300.00/EDU
Tap Connection Inspection Fee-Water	\$ 300.00/EDU
Emergency Water and Sewer Repairs (private systems)	\$ 240.00 Minimum + actual cost to Town to make repair.
Scheduled (48 hours' notice) water turn off/on	\$ 40.00 per event
Unscheduled (less than 48 hours' notice) water turn off/on	\$ 75.00 per event

UTILITY PAYMENTS:

Credit Card Processing Fee:	3%
ECheck Processing Fee:	\$ 1.95/transaction

UTILITY BILLING FEES:

RETURNED CHECK/ACH/CREDIT CARD FEE:	\$ 50.00
UTILITY BILLING INTEREST RATE:	8%
ADMINISTRATIVE LATE FEE:	\$ 50.00

BONDING:

All work within the public right-of-way including work on water and sewer facilities, both to existing facilities and for new facilities, will require a bond to be posted in an amount approved by the Town Engineer plus a 50% contingency. (Bonding will be required prior to a permit to perform work is issued).

The Town may enact an Infrastructure Protection Ordinance which when and if effective, the associated Permit fees and bonds will be applicable. The purpose for the Infrastructure Protection Permit is to ensure the Town's infrastructure is protected from damage by private construction activity.

#O-24-9
Passed:
Effective:

**AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND, ADOPTING
THE ANNUAL BUDGET FOR THE WATER PARK FUND OF THE TOWN OF
CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on April 25, 2024, to consider the budget for the Town’s Water Park Fund for FY ’25, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Water Park Fund of the Town of Chesapeake Beach for the Fiscal Year 2025 is hereby adopted in the form as set forth in the attached Exhibit A hereto; and

Section 2. A noninterest bearing loan is hereby established between the General Fund and the Water Park Fund in the amount of \$121,000, to be repaid at a future date, which shall be determined as part of the future design build process and set by June 30, 2025. Funds to offset FY25 budgeted expenses, as shown in the attached Exhibit A.

AS CERTIFIED by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 21st day of March, 2024,

that a public hearing was held on the ____ day of April, 2024, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and ____ votes of approval and ____ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this ____ day of April, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of April, 2024. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor's approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Valerie L. Beaudin, Councilwoman

Lawrence P. Jaworski, Councilman

Margaret P. Hartman, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

FY25 Budget
Water Park

FY25 BUDGET

REVENUES		
500-430130	Reserves Allocation	121,000
500-432200	Miscellaneous Grants	600,000
500-495000	Investment Interest	10,000
	TOTAL REVENUES:	731,000
EXPENSES		
500-6925-623900	Professional Fees	32,000
500-6925-632800	Bank & Credit Card Fees	2,000
500-6925-633000	Marketing	3,000
500-6925-685200	Repairs & Maintenance	3,000
500-6925-687500	Utilities	50,000
500-6925-741000	Capital Projects	600,000
500-6925-780000	Insurance	41,000
	TOTAL EXPENSES:	731,000
	SURPLUS/DEFICIT:	-

RESOLUTION R-24-1

**A RESOLUTION OF THE TOWN COUNCIL OF
CHESAPEAKE BEACH TO ESTABLISH APRIL 11 AS
GEORGE W. OWINGS, III DAY**

WHEREAS, George W. Owings, III was born on April 11, 1945, grew up in North Beach, Maryland, and proudly referred to himself as a “Beach Kid” and;

WHEREAS, George W. Owings, III was raised in Calvert County, and attended Calvert High School before enlisting and serving in the United States Marine Corps and the Vietnam War from 1964 until 1968 and;

WHEREAS, George W. Owings, III was a member of the Maryland House of Delegates from 1988 to 2004, when he was appointed by Governor Ehrlich in June of 2004 as Secretary of the Maryland Department of Veterans Affairs, and;

WHEREAS, George W. Owings, III being an advocate of our first responders, testified, along with Mayor Mahoney, North Beach Volunteer Fire Department Chief Mills, and late President Weber before the Maryland State Senate, to rename the Fishing Creek Bridge, the Fallen Heroes Bridge, and;

WHEREAS, George W. Owings, III believed in service and with vigor fought for this Country, State, County, and the Twin Beaches, and;

WHEREAS, George W. Owings, III played a vital role in the Town as one of the founders of the Town’s annual Stars and Stripes Festival, and;

NOW THEREFORE BE IT RESOLVED by the Town Council of Chesapeake Beach, that April 11 of every year shall be George W. Owings, III Day in the Town of Chesapeake Beach, Maryland and;

BE IT FURTHER RESOLVED by the Town Council of Chesapeake Beach that the Town's annual Stars and Stripes Festival will be herein known as the George W. Owings, III Stars and Stripes Festival.

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Lawrence P. Jaworski, Councilman

Valerie L. Beaudin, Councilwoman

Gregory J. Morris, Councilman

Margaret P. Hartman, Councilwoman

Keith L. Pardieck, Councilman



OFFICE OF THE PLANNING COMMISSION

TO: Mayor and Town Council

FROM: Kathleen Berault, Chair, Planning and Zoning Commission

DATE: March 21, 2024

RE: Planning and Zoning Meeting Report

The Planning and Zoning Commission convened at 6:04 pm. All Commissioners were in attendance save Commission Weaver. Prior to approval of the minutes, Chair Berault took the opportunity to recognize Chuck Ruttkay, husband of Commissioner Jan Ruttkay, in his passing.

No public comments were offered.

Vice-Chair Greengold moved to amend the agenda to address an issue and pass on another until a later time. The agenda was approved.

Chair Berault briefed the Commission on her meeting with the Town Administrator, Councilman Jaworski and Jeff Foltz, Chair of the Coastal Resiliency Steering Committee. The meeting was to discuss working in collaboration with the Steering Committee to discuss their recommendations and findings of their Plan.

The Commission deferred discussion of any modification to Section 290-30 Zoning Code until the Chesapeake Bay Critical Area Commission (CBCAC) has completed its review. The Town Planner will prepare a staff report addressing CBCAC comments at the next meeting. Additionally, the Commission requested the Town Planner create a comparison study related to fines and penalties of other towns and cities as a guide to bring the Town's fines and penalties to parity. The Town Planner requested the Commission address several zoning ordinances that limit Townhouse and Other Single-Family residents regarding the addition of decks. These ordinances are restrictive and will encourage a Board of Appeals review for resolution. Lastly, the Town Planner's expertise was solicited regarding Site Plan approval and the process used. The Town Planner will provide a checklist for the Commission on this matter.

Chesapeake Beach Oyster Cultivation Society Report
February 2024
Chesapeake Beach Town Council Meeting

- 12 CBOCS volunteers have stepped up to assist with the Spring Oyster Reef Ball Build program. The actual events will run from early March through late May.
- The ACLT has contacted CBOCS to assist their organization in obtaining Rural Legacy designation for the entire Fishing Creek watershed from the State of Maryland. Sue Alexander has been tasked with compiling a brief history of Fishing Creek and its historical/cultural/educational importance to the community. She is working with Holly Wahl and Kris DeGrace, Director of the Chesapeake Beach Railway Museum, to provide supporting documentation to ACLT for this effort.
- Sue Alexander and several CBOCS volunteers have begun working with the St. Mary's River Watershed Association on a proposed water quality monitoring system. The SMRWA is developing a prototype monitor and has asked CBOCS for support in testing this prototype in Fishing Creek.
- 9 CBOCS volunteers have signed up to assist the Chesapeake Biological Laboratory and ACLT with its annual water quality blitz on April 6th. The CBL annually samples water from a number of Calvert County creeks and streams to develop an historical analysis of the water quality impacting the Chesapeake Bay.

Green Team Committee Meeting Minutes

February 22, 2024

The meeting was called to order at 6:30 at Calvert Library

Attendees:

Valerie Beaudin

Joanne Mattingly

Joanie Martin

Sue Alexander

Melanie Crowder

Annette Taylor

Upcoming Events

- Osprey Talk with Greg Kerns – February 24th . Online registration will be encouraged when Parks and Rec issues the link so that NECC can get statistical credit for our participants.
- Earth Day – Spring Cleanup – April 20th
- Arbor Day – Tree Plantings – April 27th

Tree City

- The last item necessary before being granted Tree City Designation will be an Arbor Day proclamation from the Town Council. This will be announced at the next Town Council meeting in March.

Osprey Talk – Febr 24th

- 3 osprey books have been donated to be raffled off.
- A registration desk will be set up to collect contact info and headcount of attendees.
- Table displays:
 - o Overlook Nature Center
 - o Mary Bean – Naturalist
 - o Baywise Program
 - o MD Osprey Festival
 - o CBOCS/Green Team
 - o
- Sue obtained the raffle tickets from town hall.

Arbor Day

- Melanie and Joan will schedule a meeting with Holly to coordinate plantings at pocket parks with Arbor Day event.
- Town Hall Events planner has contacted the Green Team to sponsor a Nature Walk along Fishing Creek trail. Melanie will arrange Master Naturalists/Gardeners to lead the walk. Sue will coordinate with Town Hall to create a Bingo Card to be distributed on that day.

Spring Cleanup

-Scheduled for April 20.

- Joanne/Annette will contact Town Hall to create a flyer advertisement
- Sue and Joanne will inventory supplies at Kellams storage to ensure a supply of bags, gloves, and pickers.
- A pavilion by Kellams field will be reserved as the central registration point.

Other Items

- The installation of an additional bridge rail and garden on the south side of the Bayfront Park entrance is in process.
- Water bottles with Green Logo have been received.

The meeting was adjourned at 7:30 pm. The next meeting is tentatively scheduled for 6:30 pm on March 21 at the Town Hall. This date/location will be confirmed shortly.



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Geotechnical Study

Date: March 18, 2024

I. BACKGROUND:

During the March 12th Town Council meeting, Town staff briefed the Town Council on the need for further geotechnical studies at the CBWRTP per the current capital improvement project underway for the headworks upgrade.

In summary, through the continued work on the design project at the Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) for the Headworks Improvements with McCrone, it has been identified that additional investigative work will need to be performed to identify the conditions of the soils and water table in the proposed wetwell. Due to the proximity of this proposed location to the existing Clarifier #1, the subsurface conditions will need to be evaluated. There is concern that dewatering work for the installation of the wetwell may cause structural issues with the clarifier. This work is detailed in the *Proposal for Geotechnical Services* provided by Geo-Technology Associates, Inc. submitted to McCrone (shown as Exhibit A).

II. FISCAL IMPACT:

The work will be billed by McCrone to the Town as a change order as part of the *Town of Chesapeake Beach Headworks Improvement Project* for a cost not to exceed \$25,000. Funds would be expended through the FY24 Capital Improvements line item from the CBWRTP.

III. RECOMMENDATION:

The Town Council to consider authorizing the Town Administrator to expend funds not to exceed \$25,000 for the costs to conduct a geotechnical study to identify the conditions of the soils and water table in the proposed wet well as part of the continued work to design the Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) headworks improvements project. The Town Administrator and Chesapeake Beach Water Reclamation Treatment Plant Superintendent is seeking additional cost estimates on the work and will report back to the Town Council on all measures used to ensure the lowest cost possible for the quality of work is obtained for this project.

McCCRONE

ENGINEERS ■ SURVEYORS ■ PLANNERS

Contract Amendment

This Contract Amendment (the "Amendment") is made between The Town of Chesapeake Beach and McCrone on this 11th day of March, 2024. This Amendment is to the contract entitled TOWN OF CHEASPEAKE BEACH WWTP HEADWORKS DESIGN originally executed on the _____ day of 20__.

The contract is amended as follows:

The proposed additional work will include McCrone contracting with Geo-Technology Associates, Inc. to perform a geotechnical evaluation and prepare a report that will be used for the design and construction of the new influent pump station at the existing wastewater treatment plant. The work is included as Task 1 and Task 1A in the attached proposal dated January 26, 2024.

The cost of this additional work is \$22,700.

The below-listed changes are the only changes to the original above-referenced contract. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

Other:

TOWN OF CHESAPEAKE BEACH

McCCRONE

Dated: _____

Dated: 3/11/2024

Signature

Signature



Printed Name and Title

Robert Sell, Principal
Printed Name and Title

GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND
ENVIRONMENTAL CONSULTANTS

A Practicing GBA Member Firm



January 26, 2024

McCrone Engineering
20 Ridgely Avenue, Suite 201
Annapolis, Maryland 21401

Attn: Ms. Natalia S. Dunlap

Re: Proposal for Geotechnical Services
Proposed Wet Well
Chesapeake Beach Water Reclamation Plant
Calvert County, Maryland

Dear Natalia:

Geo-Technology Associates, Inc. (GTA) is pleased to submit this Proposal to McCrone Engineering (“Client”) for the work (“Work”) described in detail in the *Scope of Services* section of this Proposal. The work will be performed for the wet well planned for the Chesapeake Beach Reclamation Plant at 8550 Bayside Road in the Chesapeake Beach area of Calvert County, Maryland.

GTA’s understanding of the proposed improvements and existing site conditions is based on the following information:

- Based on correspondence with Client representative, GTA understands that the proposed wet well is planned to have interior dimensions of 12.5 feet by 15 feet and bottom elevation at 25 feet below existing ground surface. Grit and screening structures are planned on top of the wet well. The sheeting/shoring area will be approximately 18.5 feet by 21 feet.
- The plan titled *Wastewater Treatment Plant, Enhanced Nutrient Removal Upgrade*, dated September 15, 2011. This plan depicts layout, utility alignment and profiles, architectural drawings, and structural details of the existing facility.
- The plan titled *Secondary Clarifiers*, dated July 7, 2016, prepared by Dutchland, Inc. This plan depicts details of two existing clarifier tanks adjacent to the proposed wet well location.

To characterize subsurface conditions, GTA will perform one Standard Penetration Test (SPT) boring and install one groundwater monitoring well in the vicinity of the proposed wet well. Laboratory testing and engineering analysis will be provided, and a geotechnical report summarizing the results and preliminary recommendations will be generated for this project. GTA’s scope of services is detailed in the following section.

14280 Park Center Drive, Suite A, Laurel, MD 20707 (410) 792-9446 (301) 470-4470

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SCOPE OF SERVICES

This proposal is limited exclusively to the work described in this *Scope of Services* section. Services not expressly described shall be considered excluded from the scope of services. If Client requests additional services, such services will be billed as discussed in the *Additional Work* section of this Proposal. GTA proposes to perform the following services:

Task 1 – Geotechnical Exploration and Report

- Perform a site visit, notify Miss Utility, and retain a Private Locator in an attempt to clear underground utilities in the area of explorations.
- Mobilize a truck- or track-mounted SPT drill rig to the project site. Unless otherwise advised, it is assumed that GTA has permission to enter the site at the most convenient location.
- Perform one SPT boring to a depth of 60 feet below existing grade, or prior refusal, using a mud-rotary drilling method. GTA will field locate the exploration location using tape measurements from existing site features. GTA requests for Client to field locate the proposed boundaries of the sheeting/shoring system prior to GTA's drilling activities so that GTA can plan the borings within the proposed sheeting/shoring area.
- GTA anticipates that the exploration will likely encounter groundwater. GTA will install a groundwater monitoring well adjacent to the boring location to a depth of 30 feet below existing grade. GTA will equip the monitoring well with a flush-mount cover and install a datalogger to continuously monitor groundwater for a duration of about one week in an effort to estimate tidal groundwater depth changes.
 - Note that abandonment of the monitoring well will be required prior to or during installation of the wet well. Monitoring well abandonment is not included in the scope of this Proposal.
- Wet spoils will be generated during drilling. After completion of drilling, GTA will spray down the work area in an attempt to clear excess of spoils. Additional cleanup effort, if required, can be provided as an additional service under Task 2 of this Proposal.
- Spoils (and grout, if needed) will be used to backfill the SPT borehole. The borehole will be patched with quick-setting concrete.
 - Excess drilling spoils, if present, will be left on-site in nearby vegetated areas. Alternatively, if Client requests off-site disposal of drilling spoils, those costs are included in Task 1B of this Proposal.

- Provide a staff geologist/engineer to coordinate and log explorations.
- Perform limited laboratory testing to evaluate the general engineering characteristics of the site subsoils. This testing may include grain size testing, plasticity testing, and soil moisture content testing.
- Prepare a geotechnical engineering report that includes the results of our field explorations and laboratory analyses, and our preliminary recommendations for the proposed wet well.

Task 1A – Groundwater Drawdown Evaluation (if required)

Due to proximity of the site to the Chesapeake Bay, GTA anticipates that groundwater will be encountered in the boring and that dewatering will be required during wet well construction. Depending on the depth of groundwater, dewatering activities may cause groundwater drawdown beneath the adjacent existing structures. Rapid drawdown will cause changes in the pore pressure and effective stresses of the soils supporting the existing structures and may cause foundation settlement. If groundwater is encountered in the boring, GTA will perform the following services:

- Collect up to four Shelby Tube samples for laboratory testing.
- Perform limited laboratory testing on the Shelby Tube samples, including grain size analysis, plasticity testing, unit weight testing, soil moisture content testing, permeability testing, and triaxial shear with pore pressure testing.
- Perform a groundwater drawdown analysis to estimate drawdown-induced settlement beneath the adjacent existing structures. The results of the laboratory testing and drawdown analysis will be incorporated into the geotechnical engineering report included in Task 1.

Tasks 1B – Off-Site Disposal of Drilling Spoils (if requested)

If acceptable to the Client, GTA can leave the spoils generated from drilling on-site for no additional fee. However, if requested by the Client prior to mobilization, GTA can dispose of excess drilling spoils off-site. GTA will collect samples from the soil and wastewater generated by the field explorations and submit them for waste characterization analysis and taken off-site for disposal at a permitted facility. The cost of the characterization testing and disposal will depend on the quantity of spoils and wastewater generated by the explorations, and the types/levels of contamination (if present) in the spoils and wastewater. These factors cannot be accurately projected in advance of the explorations. Task 1A includes a suggested allowance for off-site disposal of spoils, based on GTA's prior experience with similar projects. However, the actual disposal fee will be billed as described in the *Fees and Payments* section of this Proposal.

Task 2 – Additional Services

GTA will attend meetings and provide additional consultation as requested by the Client. Additional site cleanup effort, if required, will be billed as an additional service.

FEES AND PAYMENTS

GTA’s fee is for the work described in the *Scope of Services* section of this Proposal, at the location described. Based on currently available information, the fee for the Work listed in the *Scope of Services* will be as follows:

COST SUMMARY		
<i>Task 1</i>	<i>Geotechnical Exploration and Report</i>	<i>\$16,000.00</i>
<i>Task 1A</i>	<i>Groundwater Drawdown Evaluation (if required)</i>	<i>\$6,700.00</i>
<i>Task 1B</i>	<i>Off-site Disposal of Drilling Spoils (if requested)*</i>	<i>\$4,000.00</i> <i>(Suggested Allowance)</i>
<i>Task 2</i>	<i>Additional Consultation and Meetings</i>	<i>Hourly</i>

*Task 1A fee is based on the assumption that the spoils and wastewater will not be environmentally impacted and will not exhibit signs of contamination. If the spoils are suspected to be contaminated, additional characterization testing and higher disposal fees will likely be required, and the fee for this task will be adjusted accordingly.

Changed conditions or additional requirements may result in an adjustment to estimated fees.

ADDITIONAL WORK

Experience indicates that certain additional items of work may be required or necessary which GTA cannot presently determine or estimate. For this reason, the fee for these items is not included in our fee estimate.

For Client’s reference, the following are some of the services that may be required as additional work to complete the work, but that are expressly excluded from the *Scope of Services*.

- Exploration stakeout by a Licensed Surveyor.
- Delay time, if unable to access boring locations for reasons beyond the control of GTA.
- Damage to underground utilities if Miss Utility is notified.
- Water source for drilling, if necessary.
- Environmental characterization testing, other than that included in Task 1A for drilling spoil disposal.
- Construction monitoring.
- Site restoration other than backfilling, grouting, and patching exploration holes once.
- Sediment and erosion control.

- Contracted heavy machinery to provide access to heavily wooded areas.
- Cost of equipment damaged while drilling through rubble or debris.
- Permit acquisition. Such permits may include, but are not limited to right-of-way entry permits, grading permits, sediment and erosion control permits.
- Correction work due to inaccurate information supplied by Client or its agents.
- Meeting attendance.
- Traffic Control.
- Pavement Design.

Fees for additional work shall be in addition to any fees for the work described in the *Scope of Services* section. GTA's fees for additional work will be billed on an hourly time and material basis in accordance with the rates set forth herein and the attached *Fee Schedule*. The hourly rates are subject to periodic review and change by GTA. Changes in our rate schedule will be reflected in your monthly invoices.

GENERAL CONDITIONS

The attached *General Provisions*, dated August 2022, are incorporated herein by reference and made part of this Proposal. Please sign the Acceptance and return one original to our office. Your verbal authorization for GTA to proceed acknowledges your acceptance of the terms of this Proposal, including the *General Provisions* and *Fee Schedule* attached hereto.

Geo-Technology Associates, Inc. welcomes the opportunity to be of assistance to you and we look forward to working with you on this project. If you have any questions, please do not hesitate to contact this office at any time.

Sincerely,

GEO-TECHNOLOGY ASSOCIATES, INC.



Andres Villarreal, Ph.D.

Project Geotechnical Professional



Benjamin T. Dinsmore, P.E.

Vice President

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Attachments:

- Fee Schedule GTA 00-23 (1 page)
- August 2022 General Provisions (3 pages)
- GBA Publication "Important Information About This Geotechnical Engineering Proposal" (3 pages)

ACCEPTANCE:

The undersigned represents that he/she accepts this Proposal and is authorized to sign and bind McCrone Engineering.

Signature

Name (*please print*)

Date

Title

Please indicate any preference of correspondence contacts below.

INVOICING: Mail Email Both

Accounts Payable Contact Name

Direct Phone Number

Billing Address

Email Address

GEO-TECHNOLOGY ASSOCIATES, INC.
FEE SCHEDULE*

Technical Fees		Rate
Admin Staff		\$50.00 /Hour
Technician		\$70.00 /Hour
Structural Technician, MARTCP/DOT Technician		\$90.00 /Hour
Senior Technician		\$100.00 /Hour
Field Professional/Scientist, Assistant Project Manager		\$140.00 /Hour
Staff Engineer, Staff Professional/Scientist, Project Manager		\$155.00 /Hour
Project Engineer, Project Professional/Scientist		\$200.00 /Hour
Senior Engineer, Senior Professional/Scientist, Senior Project Manager		\$250.00 /Hour
Associate		\$280.00 /Hour
Principal/Vice President		\$325.00 /Hour
Travel Mileage		\$0.75 /Mile
Nuclear Gauge Equipment Fee (Soils)		\$58.00 /Day
Nuclear Gauge Equipment Fee (Asphalt)		\$90.00 /Day
Admin Fee for Processing/Distributing Daily Reports for Construction Observation		\$250.00 /Month
Photo ionization detector (PID) / Multigas Meter Equipment Fee		\$240.00 /Day
Core Drill Rig with Bit and Generator Equipment Fee		\$550.00 /Day
Floor Flatness Equipment Fee		\$550.00 /Day
Trimble GPS Equipment Fee		\$470.00 /Day
Windsor Probe Strength Test Rental (set of 3 Shots)		\$135.00 / Set
Subcontracted Work		Cost + 25%
Laboratory Fees	ASTM Designation	Unit Price
Soil		
Moisture Content	D-2216	\$12.00 /Each
Atterberg Limits	D-4318	\$170.00 /Each
Wash #200	D-1140	\$85.00 /Each
Grain Size Analysis	D-6913	\$130.00 /Each
Grain Size with Hydrometer	D-422	\$210.00 /Each
Proctor - Standard	D-698	\$200.00 /Each
Proctor - Modified	D-1557	\$230.00 /Each
California Bearing Ratio (CBR)	D-1883	\$650.00 /Each
One Dimensional Consolidation	D-2435	\$950.00 /Each
Direct Shear Test - Granular Soils (3 points)	D-3080	\$675.00 /Each
Direct Shear Test - Fine Grained Soils (per point) (Peak or Fully Softened/Residual)	USACOE EM 1110-2, Modified	\$650.00 /Each
Unconfined Compression Test (Soil)	D-2166	\$200.00 /Each
Triaxial Compression UU (1 point)	D-2850	\$255.00 /Each
Triaxial Compression CU w/PP (3 points)	D-4767	\$1,325.00 /Each
Unit Weight	C-29	\$90.00 /Each
Specific Gravity of Soils	D-854	\$255.00 /Each
Permeability of Granular Soils (constant head)	D-2434	\$625.00 /Each
Permeability of Soils (flexible wall)	D-5084	\$675.00 /Each
Loss on Ignition (Organic Content)	D-2974	\$120.00 /Each
PH	D4972 or G-51	\$70.00 /Each
Resistivity	G-57	\$170.00 /Each
Corrosion Series	various	\$350.00 /Each
Topsoil Testing (basic nutrients, texture, and soluble salts)	various	\$185.00 /Each
Soil Admixture Design including Compression Testing	various	\$1,375.00 /Each
Compression Testing of Soil Cement Specimens	D-1633	\$50.00 /Each
Soil Admixture Design - Preparation of Specimen	D-1632	\$250.00 /Each
Soil Cement Proctor w/ 7-day Breaks	D-558	\$800.00 /Each
Freeze/Thaw Testing of Soil Cement	D-560	\$1,300.00 /Each
Wet/Dry Testing of Soil Cement	D-559	\$1,300.00 /Each
GSA, Atterberg, Proctor	various	\$500.00 /Each
LA Abrasion	C-535	\$450.00 /Each
Sodium Sulfate Soundness	C-88	\$325.00 /Each
Organic Impurities	C-40	\$165.00 /Each
Specific Gravity Asphalt Cores	D2726 or D-1188	\$65.00 /Each
Rock Unconfined Compression Test	D-7012	\$200.00 /Each
Concrete		
Cylinders 4 x 8	C-39	\$18.00 /Each
Cylinders 6 x 12	C-39	\$24.00 /Each
Mortar/Grout Cube 2 x 2	C-780	\$28.00 /Each
Concrete Cylinders Prep	--	\$68.00 /Hour
Grout Prism	C-1019	\$75.00 /Each
Concrete Flexural Beam	C-293	\$120.00 /Each

* This fee schedule is valid through December 2023 and is subject to change thereafter.

GEO-TECHNOLOGY ASSOCIATES, INC.

Geotechnical and Environmental Consultants

GENERAL PROVISIONS

1. SCOPE OF SERVICES

Geo-Technology Associates, Inc. (GTA) shall perform the services defined in the Proposal, Work Authorization Form, Extra Work Authorization Form, or other document setting forth the agreement between the parties (the "Agreement") attached hereto and shall invoice Client at those rates shown in the Agreement. Any estimate of cost in the Agreement shall not be considered as a fixed price, but only an estimate unless otherwise specifically stated in the Agreement. Any service not included in the Agreement is an Additional Service. GTA will provide Additional Services under this Agreement as requested by Client and will invoice Client for those Additional Services at GTA's then prevailing fee schedule. If Client directs GTA to perform the services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by Client of the terms of this Agreement including all attachments. The technical and pricing information contained in any document submitted by GTA to Client is confidential, proprietary, and shall not be released or otherwise made available to any third party without GTA's express written consent.

2. STANDARD OF CARE

GTA will strive to perform services under this Agreement, consistent with that level of care and skill ordinarily exercised by members of GTA's and its consultants' profession, practicing under similar circumstances in the same or similar locality in the same period of time. No guarantees or warranties are included or intended in this Agreement or in any representation, opinion or otherwise of GTA. This warranty is in lieu of all other warranties, either express or implied.

3. OWNERSHIP OF DOCUMENTS

Documents prepared by GTA are Instruments of Service for use solely with respect to this Project. GTA retains all common law, statutory and other reserved rights, including the copyright thereto. Client will not use or permit the reuse of the Instruments of Service except, as a condition precedent, by mutual agreement in writing with GTA. Provided Client is not in default under this Agreement, Client may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However, such documents are not intended or represented to be suitable for use by Client or others on extensions of the Project, for completion or implementation of the Project by others, or any other project. Client further agrees to waive all claims against GTA and the Client agrees to indemnify, defend, and hold harmless GTA from all claims, damages and expenses, including attorney's fees, arising from unauthorized changes or use of the Instruments of Service or completion of the Project without GTA's involvement.

4. PAYMENTS

Invoices will be submitted by GTA on a monthly basis. Invoices will be due and payable in full upon receipt of an invoice by Client without retainage, and will not be contingent upon receipt of funds from third parties. In the event that Client objects to all or any portion of any invoice, Client shall notify GTA of the reasons for the objection within fifteen (15) days from date of the invoice, and pay that portion of the invoice not in dispute. Payments made by Client shall constitute acceptance of GTA's Proposal and General Provisions. If fees are not paid in full within thirty (30) days of the date of the invoice, GTA may pursue all appropriate remedies, including but not limited to, suspend or terminate services under this Agreement, withdrawing certifications, stopping work, and retaining all documents. In the event of such suspension or termination of services, GTA shall have no liability to Client for delay or damages caused by such suspension or termination. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the date of the invoice will be charged. Claims and/or causes of action against Client arising out of or relating to this Agreement shall be brought by GTA within two (2) years of the date of the last invoice issued by GTA for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on GTA's part to finance Client's operation, and no such willingness should be inferred. In the event GTA employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein Client agrees to pay all litigation costs prior to and through any trial and subsequent proceedings, including but not limited to reasonable attorney's fees and court costs incurred by GTA, as well as the time spent by GTA personnel based on their current hourly billing rates.

5. CLIENT RESPONSIBILITIES

Client shall provide full information regarding the requirements and budget for the Project and GTA and its consultants and their respective representatives and agents (hereafter may be referred to collectively as the "Engineer") shall be entitled to rely on the accuracy and completeness thereof. Client, for its own benefit may, from time to time on its own or retain others to perform certain tests, inspections, and analyses or other information and materials for use by GTA. GTA may rely and is expected to rely on such tests, inspections, analyses, opinions, data, reports, materials and other information without the need for independent evaluation and/or verification. Moreover, Client agrees to indemnify, defend, and hold GTA harmless from any and all losses, damages, and claims of any nature which may in any way arise out of or in connection with the use by GTA of the tests, inspections, analyses, opinions, data, reports, materials and other information prepared by Owner or others and furnished to GTA in connection with this Project.

If Client or Contractor becomes aware of any discrepancies, errors, or omissions in the Contract Documents, or of any unanticipated job or site conditions, or of any fault or defect in the Project or nonconformance with the design documents, or of any proposed field revisions, prompt written notice thereof shall be given by Client to Engineer.

GTA is not responsible for providing cost estimates for the construction of the Project. Client has the sole responsibility for retaining a cost consultant during the design phase of the Project and the cost of construction and any costs that vary from or exceed any estimates or budgets. GTA is entitled to rely upon the estimates provided by Client. Any modifications to GTA's contract documents that are necessary to meet Client's budget for the cost of construction shall be billed as an Additional Service.

6. CONTRACTOR'S RESPONSIBILITIES

GTA shall be responsible only for the design shown in GTA's Contract Documents. Client shall specifically hold GTA harmless from any and all claims or damages arising from or relating to the Contractor's failure to properly perform the work. Furthermore, GTA shall not be responsible for or have control over the means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole responsibility of the Contractor.

7. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event GTA, in the performance of its services, uncovers a hidden condition, GTA shall not be responsible for costs associated with repairing, restoring, removing, redesigning or otherwise correcting said condition. GTA shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

8. HAZARDOUS SUBSTANCES

GTA shall have no responsibility, unless contracted to do so, for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous substances in any form at the Project site, including but not limited to asbestos, asbestos products, petroleum, petroleum derivatives, polychlorinated biphenyl (PCB) or other hazardous substances, as defined by any applicable environmental law. Client agrees to advise GTA prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during GTA's work contain substances hazardous to health, safety or the environment, these samples remain the property of Client. Likewise, any equipment contaminated during GTA's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

9. CONSTRUCTION OBSERVATIONS AND TESTING SERVICES

GTA will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed Scope of Services. Unless GTA's Scope of Services provides otherwise, GTA does not provide continuous observation or exhaustive inspection of the work performed by the Contractor or subcontractors. GTA's visits to the construction site shall be for the purpose of becoming generally familiar with the progress of the construction work and performing observations and testing within GTA's scope. Should Client not retain GTA to observe construction, or should Client unduly restrict GTA's assignment to observe construction, Client waives any claim against GTA, and agrees to indemnify, defend, and hold GTA harmless from any claim, liability, or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GTA. GTA's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors or job site safety. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of GTA's field representative nor the observation and testing by GTA shall excuse the contractor from defects in its work or from potentially unsafe working conditions. If GTA is required to assist Client in bidding or in determining whether cause exists to terminate a contractor, pursuant to the terms of this Agreement or the construction contract, then Client agrees to indemnify, defend and hold GTA harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GTA's rendering of good faith advice to Client on these topics.

10. ACCESS TO SITE

Client will provide rights of entry and access for GTA and necessary permissions in order for GTA to perform its services. GTA shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during construction and upon completion for its records and future use. GTA shall have the right to take photographs and make other reasonable promotional use of the Project, and GTA shall be given appropriate credit on all construction signs or other promotional materials concerning the Project. While GTA will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of work, some damage may occur to surface features, the correction of which is not part of GTA's Scope of Services.

11. DISCLOSURE

If during the course of this engagement, GTA develops data or information that requires disclosure to an administrative agency or other authority with proper jurisdiction, Client agrees to such disclosure and agrees to defend, indemnify, and hold GTA harmless from any claim or liability arising from such disclosure.

12. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold GTA liable for problems that may occur if GTA's recommendations are not followed. Accordingly, Client waives any claims against GTA, and agrees to defend, indemnify, and hold GTA harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement GTA's recommendations. Client also agrees to compensate GTA for any time spent and expenses incurred by GTA, including attorney's fees, in defense of any such claim, with such compensation to be based upon GTA's then prevailing fee schedule and expense reimbursement policy.

13. SAMPLING AND TEST LOCATION

Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or exploration locations described in GTA's report or shown on sketches are based upon information furnished by others or estimates made in the field by GTA's representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. GTA will not provide or check field survey work. If Client specifies the test location, GTA reserves the right to deviate a reasonable distance from the location specified. GTA will retain all soil and rock samples for sixty (60) days after GTA's report is issued. Further storage or transfer of samples can be made at Client's expense, upon written request.

14. SUBSURFACE EXPLORATION

If subsurface exploration is required to complete the Scope of Services, then any such work by GTA is subject to the following qualifications.

a. GTA will take reasonable precautions to avoid damages to subterranean structures or utilities in the prosecution of the work. The Client agrees to advise GTA of known or suspected underground features which could affect the services to be provided. The Client agrees to hold GTA harmless from any damages to subterranean utility lines and for structures which are not called to GTA's attention.

b. If the Client specifies the subsurface exploration locations, GTA reserves the right to deviate a reasonable distance from the location specified. GTA reserves the right to terminate this contract if site conditions prevent subsurface exploration at or near the designated locations, and these conditions were not revealed to GTA prior to submitting this Agreement. If deeper or additional subsurface explorations are necessary to evaluate unusual or anomalous conditions, the additional work is an Additional Service and will be charged in accordance with the fee schedule.

15. REJECTION OF WORK

GTA may recommend to Client rejection of Contractor's work which, in GTA's professional opinion, does not conform to design, specifications, or GTA's recommendations. Client agrees to indemnify, defend and hold GTA harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GTA's rendering of good faith advice to Client on this topic.

16. DELAYS

In the event that GTA's field or technical work is interrupted due to causes beyond GTA's control, GTA shall be compensated for the labor, equipment, and other costs GTA incurs in order to maintain its workforce for Client's benefit during the interruption, or at Client's option, the various costs GTA incurs for demobilization and subsequent remobilization. Compensation to GTA shall be based upon GTA's then prevailing fee schedule and expense reimbursement policy. Client shall not hold GTA responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of GTA.

17. DISPUTE RESOLUTION

In addition to and as a condition precedent to litigation, the parties shall endeavor to settle disputes, other than payment disputes, by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Any mediation shall be conducted in Maryland. In no event shall the demand for mediation be made after the date when such claim, dispute or other matter in question would be barred by the applicable statute of limitations. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of this Agreement shall be determined by a state or federal court located in Maryland. Both parties consent to jurisdiction and venue in the courts referenced above. Any and all claims and/or causes of action against GTA arising out of or relating to this Agreement shall be brought by Client within two (2) years of the date of the last invoice issued by GTA for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner.

18. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third-party claim, against GTA unless Client has first provided GTA with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Should any provision of this Agreement be or become legally invalid, the validity of the remainder of this Agreement shall not be affected.

20. LIMITATION OF LIABILITY

There are a variety of risks which potentially affect GTA by virtue of entering into an Agreement to perform professional services on Client's behalf. In order for Client to obtain the benefit of a fee which does not need to account for unlimited risks, Client agrees to limit GTA's liability to Client. To the fullest extent permitted by law, the total liability of GTA with regard to the Project under any and all theories of liability shall be limited to an amount not to exceed the lesser of GTA's fee only, not including GTA's subconsultants, for the Project only, or \$50,000. To the extent damages are covered by property insurance, Client and GTA waive all rights against each other, notwithstanding that such loss, damage or liability may arise out of the act or omission of GTA, and the nature of the conduct that causes the damage shall not vitiate this waiver.

GTA will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act by GTA. No director, officer, employee or agent of GTA shall have any individual liability to Client. Except as expressly permitted in paragraph 20, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

21. COVENANT NOT TO SUE.

Client shall assure that the following covenant not to sue is contained in all other contractor agreements, and shall assure its enforcement: "Contractor, or any successor, assignee or subrogee of Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against GTA, or the officers, employees, agents or consultants, of GTA, for the enforcement of any action which Contractor may have arising out of or in any manner connected with the Project. GTA, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, who are entitled to enforce this covenant in law or equity."

22. BETTERMENT

If due to GTA's breach of the standard of care, any required item or component of the Project is omitted from GTA's Instruments of Service, GTA shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will GTA be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. ASSIGNMENT

Client shall not assign or transfer its interest or claim arising under or related to this Agreement without the written consent of GTA.

24. SUSPENSION OR TERMINATION FOR CLIENT'S BREACH

GTA may suspend or terminate services without breach of contract immediately upon giving Client written notice that Client is in default. Client shall be considered in default in the event GTA does not receive payment when due, Client unreasonably delays in responding to GTA, Client fails to reasonably act in good faith, or Client otherwise breaches this Agreement. In the event services are suspended or terminated, GTA has no obligation to deliver documents and any consequences (including delay) resulting from such suspension or termination are the sole responsibility of Client. GTA shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due and any termination expenses. Client has the obligation to return all documents if Client is in default under this Agreement.

25. INSURANCE

Client is obligated at all times to carry adequate liability, property and fire insurance on the property where the Project is located and the Project. Client hereby releases GTA from any liability for any loss or damage notwithstanding that such loss, damage or liability may arise out of the act or omission of GTA, if such loss or damage is covered by insurance benefiting Client or was required to be covered by insurance pursuant to this Agreement. This waiver shall survive termination of this Agreement.

26. ENTIRE AGREEMENT

These General Provisions along with the Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or agreements, either written or oral and may be amended only by written instrument signed by all of the parties.

27. PREVAILING WAGE PROJECTS

This Agreement is based on GTA's services for this Project being considered professional services and not subject to the provisions of any prevailing wage act. If it is later determined that any prevailing wage act applies to GTA's services on this Project, this Agreement will be amended to reflect GTA's hourly billing rate which will be based on applicable Prevailing Wages, plus overhead and profit as determined by GTA. The change in hourly billing rates will be retroactive to the start of work on this project. Client agrees to protect and reimburse GTA for any and all costs incurred arising out of or resulting from the requirements of the Prevailing Wage Act being applied to our services on this Project. Client further agrees to immediately notify GTA if the Client learns that the Prevailing Wage Act may apply to GTA's services on this Project.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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March 19, 2024

Ms. Natalia Dunlap
Project Engineer
McCrone
20 Ridgely Avenue
Annapolis, MD 21401

12200 Billingsley Road, Suite 200
Waldorf, MD 20602
Phone (301) 638-1824
Fax (301) 632-2086
www.hcea.com

Re: Proposal to Provide Geotechnical Engineering Services
Chesapeake Beach WRTP Wet Well
8550 Bayside Rd, Chesapeake Beach, MD 20732
HCEA Proposal Number P240032WAL

Ms. Dunlap:

Hillis-Carnes Engineering Associates, Inc. (HCEA) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above-referenced project. This proposal outlines our understanding of the project, details our approach to the work, and presents the unit rates that will be applicable for this work and the estimated total cost of our services. This proposal also contains specific and general terms and conditions.

If this proposal is acceptable, please sign and return a completed Proposal Acceptance Sheet to HCEA to serve as our signed agreement. Should you require additional services beyond those listed in this proposal or if any of the outlined assumptions should be modified, please notify us so that this proposal can be revised as required.

Thank you for the opportunity to present this proposal. If you have any questions or require any additional information, please do not hesitate to contact us at your convenience.

Sincerely,
HILLIS-CARNES ENGINEERING ASSOCIATES, INC.



Paras Panadi, PE
Project Engineer
ppanadi@hcea.com



William Harris, PE
Geotechnical Division Manager
wharris@hcea.com

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

A scope of services for this project has been developed based on information provided by the client dated 3/13/2024. The project site is located at the Chesapeake Beach Water Reclamation Treatment Plant, nearest the intersection of Sewage Plant Road and Rt. 261 in the Chesapeake Beach area of Calvert County, Maryland.

Our understanding is that the project consists of the construction of the proposed wet well, which will measure 15.0 ft in length, 12.5 ft in width and 25 ft in depth. This wet well is intended to be situated between two existing clarifiers. The client plans to install sheeting and shoring around the perimeter of the proposed wet well, and this sheeting system which will have dimensions of 21.0 ft in length and 18.5 ft in width.

II. OBJECTIVES AND SCOPE

The services provided by HCEA will involve exploring the site of work, the performance of laboratory tests, engineering analyses, and the preparation of a summary report. To accomplish this, we will:

1. Consult available published geologic and project references.
2. Explore and test in-situ conditions at boring locations.
3. Perform laboratory tests on representative samples of soil and/or rock.
4. Analyze the results of our office, field, and laboratory studies.
5. Develop design criteria for the proposed wet well and related geotechnical considerations.

III. FIELD EXPLORATION AND LABORATORY TESTING

To accomplish these objectives, a subsurface exploration program is proposed by the client consisting of a single (1) Standard Penetration Test (SPT) soil boring at the location provided to us. The boring will be drilled to a depth of 60.0 ft below existing site grade in accordance with the scope of services provided by the client.

Upon completion of the SPT soil boring, HCEA will install a 2-inch (ID) monitoring well at a location, offset from the SPT soil boring. The monitoring well will extend to a depth of at least 10 ft below the observed groundwater level, but not less than 35 ft (i.e., 10 ft below the planned facility bottom elevation). HCEA will perform a minimum of five (4) monitoring well readings, over the course of five weeks, to supplement our understanding of the site groundwater conditions. HCEA is available to amend this schedule upon the Client's request.

Samples of the subsurface materials generally will be obtained using a split barrel sampler and the Standard Penetration Test Procedure, as described in ASTM D 1586. Soil sampling intervals will typically occur at 2.5 ft. and 5 ft. intervals. If unusual subsurface conditions are encountered or if more detailed information is required within certain intervals of depth, then additional split barrel sampling will be performed.

HCEA has included two Shelby Tube samples to collect relatively undisturbed samples of the soils in the proposed budget. These samples will undergo laboratory testing specific

to the support of the future groundwater drawdown evaluation and sheeting and shoring recommendations.

Laboratory testing will be performed to establish the physical and strength characteristics and design parameters of the soils. Laboratory testing will generally include, as a minimum, classification tests, Atterberg Limits tests, and natural moisture content tests. In addition, laboratory testing specific to the drawdown evaluation including permeability testing and consolidation testing is included. Direct shear testing is also included to better estimate the soil strength parameters for the support of the sheeting and shoring geotechnical recommendations.

IV. BORING STAKEOUT AND ACCESS REQUIREMENTS

As required by law, HCEA will contact and coordinate with MISS UTILITY at least 48 hours before drilling operations. It should be noted that privately owned utilities or utility lines located on property not in the public right-of-way may not be covered by MISS UTILITY. HCEA requires a private utility locator be utilized to locate and mark the locations of private underground utilities. HCEA will provide the private utility service for an additional fee in accordance with the indicated unit rate. Since the site is an existing public works facility, the boring and monitoring well locations should also be cleared by facility personnel prior to our mobilization to the site.

HCEA requests utility plans or as-builts of subsurface obstructions such as utility lines, stormwater management features, below-ground tanks, etc. be provided to us before finalizing the boring and monitoring well locations. These plans can be utilized in conjunction with utility location procedures but are not sufficient for utility clearance without field verification. HCEA will not be responsible for damage to any private utilities or other underground obstructions not marked by MISS UTILITY, facility personnel or the private utility locator, including any associated losses, delays, or consequential damages. We reserve the right to relocate or eliminate any portion of the subsurface exploration program in areas where appropriate utility location has not been provided.

It is our understanding that the proposed boring and monitoring well locations will be staked in the field by others for our use. The boring should be staked to allow sufficient time to obtain utility location clearance before our mobilization to the site. If information relating to existing ground surface elevations at the boring location is required, that information should be provided to HCEA by others.

The test boring will be backfilled with grout after the measurement of water levels. Spoils will be drummed upon drilling completion. The drums will be hauled off per the "Drum Removal Fee" line item included in the proposed budget. Patching of the boring locations, site restoration, and the determination of groundwater levels are included in our proposed scope and fee.

Our proposed fee assumes the boring and monitoring well locations will be clear, relatively level, and accessible to our drill equipment. Costs associated with clearing or difficult moving to traverse the site and access the boring and monitoring well locations have not been included. We have also assumed that there will be no special conditions or restrictions on our field activities such as drilling permits, traffic or pedestrian control, limited or restricted working hours, limited access, environmental monitoring, or safety requirements beyond level D PPE. Attendance at any required safety training or project

meetings is not included in our proposed fee. If required, HCEA can provide these services in accordance with the indicated unit rates.

V. REPORT

After completion of all field exploration and laboratory testing, a geotechnical engineering report will be prepared and submitted. The report will include a log of the SPT soil boring and a summary of the laboratory testing program results. The geotechnical report will also include a summary of our monitoring well reading events. We will include our engineering analyses and recommendations for the geotechnical design and construction of the project. It should be noted that at the time of the drafting this proposal some key variables of the drawdown analysis are not yet known and as such this analysis is currently excluded from the proposal, but can be performed at a later date, in close cooperation with the Client.

The geotechnical report prepared by HCEA, and any associated documents are intended for the sole use of our client as designated by our agreement for services and are not intended to be utilized or relied upon by any other party. If requested, HCEA may grant reliance to additional parties following authorization from our client and the receipt of a reliance fee from each entity requesting reliance. Additional parties granted reliance will be bound by the same terms, conditions, and limitations as presented in our proposal, agreement for services, and report.

Based on our current schedule, HCEA will be able to mobilize to the site within 1.5 weeks following acceptance of our proposal, boring stakeout (if that service is to be provided by others), and utility clearance. During the progress of our study, we will be available to consult with you or your representative and provide preliminary information and recommendations as they are developed. It is anticipated that our final report will be available within 30 days following completion of the fieldwork and monitoring events. If a shorter turnaround time is needed, HCEA will make every effort to work with your schedule.

Budget Estimate:

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
DRILLING SERVICES				
ATV Rig Mobilization/Demobilization	1	\$ 1,500.00	Each	\$ 1,500.00
Monitoring Well Reading	5	\$ 350.00	Each	\$ 1,750.00
Continuous S.P.T. Borings	60	\$ 24.00	LF	\$ 1,440.00
Containerize Drilling Cutting Spoils/Soils	10	\$ 200.00	Each	\$ 2,000.00
Install 2" PVC PIPE for groundwater monitoring well	60	\$ 28.00	LF	\$ 1,680.00
Restoration	1	\$ 500.00	Each	\$ 500.00
Grout SPT Borehole	60	\$ 10.00	LF	\$ 600.00
Shelby Tube (Per Attempt)	2	\$ 200.00	Each	\$ 400.00
Asphalt Patch	2	\$ 50.00	Hour	\$ 100.00
Mud Rotary Setup	1	\$ 200.00	Each	\$ 200.00
Flush Mount Cover	1	\$ 250.00	Each	\$ 250.00
Monitoring Well Abandonment (1 Monitoring Well, 60 ft max.)	1	\$ 1,400.00	LS	\$ 1,400.00
Drum Haul Off (10 Drums, One Trip)	OPEN	\$ 2,900.00	LS	OPEN
SUBTOTAL				\$ 11,820.00
LABORATORY SERVICES				
Atterberg Limits	5	\$ 75.00	Each	\$ 375.00
Sieve Analysis	5	\$ 75.00	Each	\$ 375.00
Moisture Content	5	\$ 15.00	Each	\$ 75.00
Direct Shear	1	\$ 500.00	Each	\$ 500.00
Consolidation Testing	1	\$ 450.00	Unit	\$ 450.00
Permeability Testing	1	\$ 350.00	LS	\$ 350.00
SUBTOTAL				\$ 2,125.00
GEOTECHNICAL SERVICES				
Geotechnical Report	1	\$ 3,500.00	LS	\$ 3,500.00
Principal Engineer	2	\$ 185.00	Hour	\$ 370.00
Project Engineer	7	\$ 135.00	Hour	\$ 945.00
Private Utility Locator	1	\$ 1,200.00	LS	\$ 1,200.00
Permit & License Fees	1	\$ 750.00	LS	\$ 750.00
SUBTOTAL				\$ 6,765.00
TOTAL BUDGET ESTIMATE				\$ 20,710.00

PROPOSAL ACCEPTANCE SHEET

**PROPOSAL FEE SCHEDULE
AND TERMS ACCEPTED BY:**

Client Signature	Date
Natalia Dunlap	
Print Name	Title
ndunlap@mccrone-engineering.com	
E-mail address	

PAYMENT TERMS: Payment for services is due 30 days upon receipt of invoice, and is subject to the provisions outlined in the Terms and Conditions of this contract. In an effort to promote environmentally sustainability practices, HCEA is providing an option for Clients to receive invoices electronically, in lieu of hard copies of the invoices being mailed. If you would like to receive electronic invoices in lieu of hard copies, please select from the options below.

- For this project, submit electronic invoices only

- For this project and for all future projects for Client Account, submit electronic invoices only

For Payment of Invoice via Client's Account: Charge Invoice to the Account of: (If any errors appear, please make corrections):

Client: McCrone	Office #: (410) 269-0531
Address: 20 Ridgely Avenue	Fax #: (410) 267-9932
Annapolis, MD 21401	Cell #:
Attention Name: Natalia Dunlap	E-mail: ndunlap@mccrone-engineering.com

For Approval of Charges by Another Party: If the invoice is to be submitted for approval by a party other than the "Attention Name" above (to an Accounts Payable Representative, for example), please indicate in the space below.

Firm: _____
Address: _____
Attention: _____ E-Mail: _____ Phone: _____

REPORT DISTRIBUTION AND RELIANCE: In an effort to promote environmentally sustainability practices, HCEA will provide digital copies of all reports, unless otherwise specified. Please indicate the name(s) and e-mail address(es) of those who are to receive copies of the reports.

Attention Name: Natalia Dunlap E-Mail Address: ndunlap@mccrone-engineering.com

Names and E-mail address of Additional Parties Who Are to Receive Reports:

Name: _____ E-Mail Address: _____
Name: _____ E-Mail Address: _____

If hard copies of the report are to be distributed, please list below the applicable report distribution information. Please note that the distribution of reports to a party other than the Client does not infer reliance on the report by that third party, unless expressed in writing by HCEA. There may be a charge if hard report copies are requested, either at the original time of completion of the report or after.

Name: _____ Address: _____

Name: _____ Address: _____

This is a legal and binding contract between the Client and HCEA, as referenced in the attached proposal, including the terms and conditions included in the proposal.

GENERAL TERMS & CONDITIONS

1. SCOPE OF WORK

Hillis-Carnes Engineering Associates, Inc. (HCEA) shall perform the services described in this contract and shall invoice the Client at the associated unit rates described in this proposal. Any fee or cost estimate is based on the assumed schedule, scope of work and documents provided at the time this proposal was developed. Any changes in the scope or design may result in additional fees. HCEA will provide additional services under the contract, if requested by the Client, and invoice the Client for those additional services in accordance with the rates in the contract or at rates negotiated at the time of the request of the additional services. Services not expressly set forth in writing in the contract are excluded from HCEA's scope of work and HCEA assumes no duty to the Client to perform such services or to provide professional opinions related to such services.

2. STANDARD OF CARE

Services performed by HCEA under this contract will be conducted in accordance with industry standards and generally accepted professional practices in the same or similar localities related to the nature and circumstances of the work at the time the services are performed. No warranty, express or implied, is made. HCEA's services and reports are solely for the use and benefit of the Client and do not relieve the contractor or others of their obligations under the contract documents or construction documents. HCEA assumes no responsibility for construction means, methods, techniques or sequences, or for jobsite safety or for the health and safety of person's other than HCEA's direct employees.

3. RIGHT OF ENTRY

The Client shall be fully responsible for obtaining the necessary authorizations to allow HCEA, its agents, subcontractors and representatives to have access to the site and buildings thereon, including interiors, at reasonable times throughout performance of work by HCEA. HCEA will take reasonable precautions to minimize damage to the site from use of equipment, but unintentional damage or alteration may occur and the Client agrees to assume responsibility for such unintentional damage or alteration. If the site contains wooded land or areas of significant undergrowth, HCEA will not perform clearing of vegetation that could be considered impassable by the individual(s) performing the site work, unless otherwise stated in the contract.

4. DELAYS IN WORK

HCEA will pursue the work in an efficient and expeditious manner consistent with good quality practices. HCEA will not be responsible for delays in the work caused by the Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in HCEA's work caused by others will be charged as work time in accordance with the rates in the contract or at rates negotiated at the time of the delay.

5. SAFETY

HCEA is only responsible for the on-site safety of its own employees. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of HCEA, nor the presence of HCEA's employees, shall be construed to imply HCEA has any responsibility for the safety of on-site personnel other than HCEA's employees.

6. OWNERSHIP OF DOCUMENTS/RELIANCE

Client will furnish HCEA such reports, data, studies, plans, specifications, documents, and other information necessary for proper performance of HCEA's services. HCEA may rely upon documents provided by the Client or other third parties in performing the services under this contract; however, HCEA will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. Unless requested by the Client, HCEA will retain for its own purposes, the documents provided by the Client. Reports, recommendations, and other materials resulting from HCEA's services are intended for the sole use of the Client. The Client may provide the reports, recommendations, and other materials generated by HCEA to third parties; however, the contents thereof may not be relied upon by any third party, without the express written consent and authorization of HCEA as to the specific nature, extent and scope of reliance desired for any given third party. Drawings, sketches, reports, and other documents, including those in electronic format, which are prepared by HCEA are Instruments of Service to which HCEA retains the exclusive common law and statutory copyright. So long as the Client is not in breach of its obligations pursuant to this proposal or agreement, HCEA grants to Client a nonexclusive license to use such Instruments of Service for the project for which the services are rendered and for no other project. HCEA will retain all pertinent records relating to services performed for a minimum period of three years following submission of a report, during which period the records will be made available to Client at all reasonable times. Normal report distribution is three (3) copies to the Client. There may be a charge if additional report copies are requested, either at the original time of completion of the report or after, to cover the costs of color copies, shipping and labor (e.g., retrieval of archived files, re-assembly of report, copying of report, etc.). The distribution of reports to a party other than the Client does not infer reliance on the report by that third party, unless expressed in writing by HCEA.

7. FAILURE TO FOLLOW RECOMMENDATIONS

HCEA will not be held liable for problems that may occur if HCEA's recommendations are not followed or if HCEA is not requested in writing to provide recommendations. Accordingly, the Client waives any claim against HCEA, and agrees to defend, indemnify and hold HCEA harmless from any claim or liability for injury or loss, including attorney's fees, that results from failure to implement HCEA's recommendations, or from implementation of HCEA's recommendations in a manner that is not in strict accordance with them, or from the use/reliance of a report which did not include unrequested recommendations. The Client also agrees to compensate HCEA for any time spent and expenses, including attorney's fees, incurred by HCEA in defense of any such claim, with such compensation to be based upon HCEA's prevailing fee schedule and expense reimbursement policy.

8. INSURANCE/GENERAL LIABILITY

HCEA represents that it and its staff and consultants are protected by workers' compensation insurance and that HCEA has such coverage under public liability and property damage insurance policies which HCEA deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. HCEA shall not be responsible for any loss, damage, injury or liability arising from acts by the Client, its agents, staff and other consultants or contractors of any tier employed by the Client.

9. INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold HCEA, its agents, subcontractors and employees harmless from and against any and all claims,

defense costs, including attorney's fees, damages, and other liabilities arising out of or in any way related to the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the site, provided that such does not result from the sole negligence or intentional misconduct of HCEA, its agents, subcontractors or employees. Further, Client shall indemnify, defend and hold harmless HCEA, its agents, subcontractors and employees against any and all claims, damages, liabilities and costs, including defense costs and attorney fees ("Claims") to the extent caused in whole or in part by Client or its personnel, agents consultants, contractors or subcontractors of any tier, provided that the Claim is not caused by the sole negligence or intentional misconduct of HCEA, its agents, subcontractors or employees.

10. SPECIAL OR CONSEQUENTIAL DAMAGES

Client and HCEA agree that, to the fullest extent permitted by law, HCEA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by HCEA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

11. FORCE MAJEURE

Neither party to this contract will be liable to the other party in performing the services nor for the direct or indirect cost resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control or contemplation of either party.

12. CONFLICTS

Should any element of these General Terms and Conditions be deemed in conflict with any provision of term of the contract, unless the contract clearly voids the conflicting provision of term in the General Terms and Conditions, wording of the General Terms and Conditions shall govern. Any provision of term of this agreement later held to violate a law or regulation shall be deemed void to the minimum extent necessary to bring the offending parts of the provision into compliance with the law or regulation, but all remaining provisions shall continue in force.

13. ASSIGNMENT

Neither the Client nor HCEA may delegate, assign, sublet or transfer its duties or interest in this contract without the written consent of the other party.

14. TERMINATION

Either party may terminate this contract by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the contract by the other party through no fault of the terminating party. If this contract is terminated, it is agreed that HCEA shall be paid for total charges for labor performed through the termination notice date plus reimbursable charges.

15. GOVERNING LAW

The terms and conditions of this contract are to be governed by the laws of the State of Maryland.

16. CLAIMS AGAINST HCEA

If the Client asserts a claim against HCEA but fails to prove such claim, the Client shall pay all costs incurred by HCEA, including counsel and expert fees, in the defense of such action.

17. STATUTE OF LIMITATIONS

Any cause of action between the parties pertaining to acts or failure to act, whether based on breach of contract, negligence

or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the last date on which HCEA provides services pursuant to this proposal or agreement.

18. MILEAGE SURCHARGE

HCEA will add an additional \$0.05 /mile charge on all invoices if the average mid-Atlantic fuel price on AAA's website goes above \$3.50/gallon, with an additional \$0.05 for every additional increase of \$0.50 in the average gallon price above \$3.50/gallon.

19. LIMITATION OF LIABILITY

The Client recognizes and assumes the inherent risks connected with construction and particularly in connection with sampling activities and services associated with subsurface and earthwork analysis and/or construction. For its part, HCEA will strive to perform its services in accordance with generally accepted principles and practices. HCEA's liability for damages arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract, will be limited to an amount not to exceed HCEA's fees on this project. The Client further agrees to require of the contractor and his subcontractors an identical limitation of HCEA's liability for damages suffered by the contractor or the subcontractors arising from HCEA's professional acts, errors, or omissions. HCEA will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, reckless negligent act or omission, or other wrongful act.

No employee or agent of HCEA shall have any individual principal, liability to the Client in addition to, or in excess of, HCEA's liability under these contract terms and conditions. The work product(s) generated under the scope of this Agreement are for the sole and exclusive use of the Client. Use and reproduction of any documents produced as instruments of service without the express permission of HCEA is unauthorized and is at the sole risk of the user.

20. UTILITY CLEARANCE

HCEA will notify Miss Utility or the appropriate agency to locate public utilities on the Site. In addition, HCEA will speak with the Client to verify that any private utilities do not interfere with the proposed areas of investigation. If the Client, or Client's representative, is not able to verify that the private utility locations do not interfere with the proposed areas of investigation, a private utility locator can be retained, if requested, at an additional cost. Hillis-Carnes will not be responsible for damage to utilities not delineated properly by Miss Utility, private utility locators or the Client prior to field work.

21. DISPUTE RESOLUTION

Any and all claims, demands and dispute arising out of or relating to this agreement, or to HCEA's services in connection with the Project, with the exception of mechanics lien proceedings, shall be resolved exclusively in American Arbitration Association arbitration under the Construction Industry Arbitration Rules. AAA mediation shall be a condition precedent to arbitration. HCEA may join its subconsultants or subcontractors in any such mediation or arbitration; however, no construction contractors or subcontractors may be joined or impleaded.



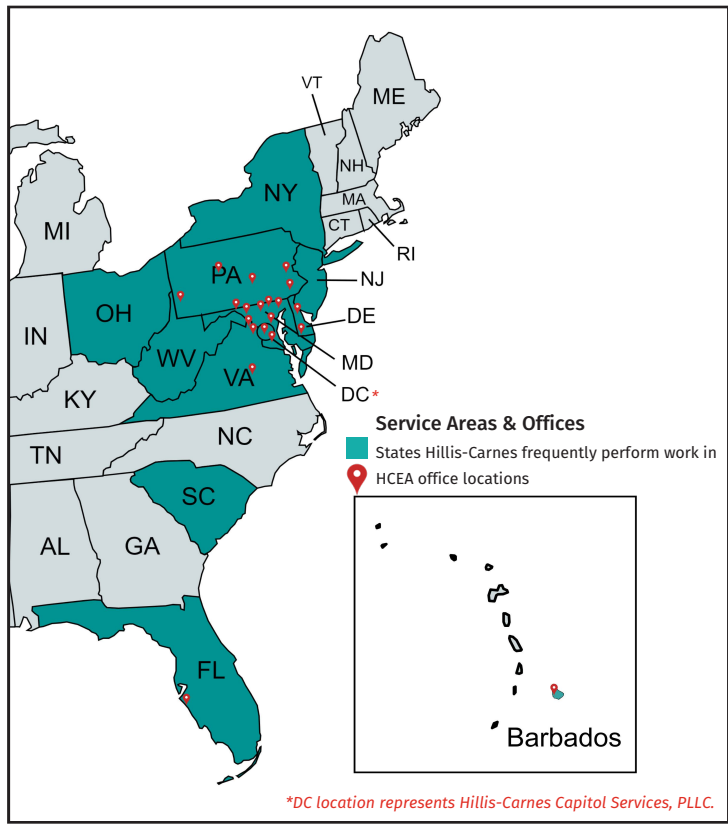
COMPANY OVERVIEW

CONSIDER HILLIS-CARNES FOR YOUR ENGINEERING CONSULTING NEEDS!

◆ OVERVIEW

Established in 1989, Hillis-Carnes Engineering Associates, Inc. (HCEA) is an employee-owned, multi-disciplined consulting engineering firm based in the Mid-Atlantic Region. HCEA specializes in a number of services (listed below). With over 450 experienced employees and over 25 Professional Engineers, HCEA has provided its services and expertise to both public and private sector Clients for over 35 years. We provide our Clients with the best available technology, as well as providing them with excellent service, regardless of a project's technical challenges, size, or location.

HCEA's Corporate Headquarters is located in Annapolis Junction, Maryland and has 19 additional branch offices located throughout Maryland, DC, Delaware, Pennsylvania, Virginia, and Barbados.



◆ SNAPSHOT

- 35+ YEARS OF EXPERIENCE
- 450+ EMPLOYEES AND GROWING
- 20 OFFICE LOCATIONS

◆ SERVICES

- Geotechnical Engineering
- Construction Materials Testing and Inspections
- Drilling and Subsurface Explorations
- Environmental Consulting
- Industrial Hygiene Services
- Geotechnical Engineering
- Deep Foundations
- Specialty Geotechnical Construction
- Facilities Consulting
- Construction Consulting/Third-Party Inspections
- Geoscience
- Laboratory Testing
- Drone Inspections

GET IN TOUCH

If you would like to inquire about a service, please contact your local office!

<https://www.hcea.com/contact/>





To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Proactive Saddle Replacement Project

Date: March 18, 2024

I. BACKGROUND:

During the March 12th Town Council work session, the Town Council was provided information on the request to add additional saddle repairs to decrease risks of service outage in areas where materials are failing.

In summary, public works staff spend hundreds of hours every year repairing failed saddles costing the Town both direct and indirect costs. These hours are never planned and are always an emergency response requiring an “*all hands-on deck*” response from Public Works. The work to address failed saddles is time intensive requiring repair of the failed line and removal of the wet material before the hole can be backfilled and then asphalt installed.

There are several reasons for the failures, some are caused by (i) stray currents, (ii) electrical panels inside the home grounded in some form to the copper water line, and (iii) a possible magnetic field around underground utilities that latches onto copper laterals. In all these cases the current travels along the copper (metal) water line to the main C-900 (plastic) water main. At that point the current can no longer travel and finds the weakest metal which is the saddle.

Public works has also proactively changed out saddles in a phased in approach with an estimated \$2,000,000 in direct cost savings.

II. FISCAL IMPACT:

The Fishing creek wet well upgrade was budgeted at \$350,000.00; however, the Town expended \$100,000 by replacing portions of the wet well rather than a complete replacement. The cost savings were made possible by Public Works staff completing all of the above ground repairs in house by 1) installing new controls and panels at higher elevations 2) raising the pump lift and crane foundation to the same elevation as the wet well door, 3) taking the station offline to enter the wet well and change out all the interior plumbing and hardware, and 4) changing all plumbing and checking valves in the dry vault.

Town staff is requesting to utilize the \$250,000 in savings from the Fishing Creek wet well project to complete additional saddle replacements not to exceed the savings of \$250,000. Funding will come from the Utility Fund FY24 Capital Improvement line item utilizing funds that are available through the cost savings made available through American Rescue Plan Act funding.