



PUBLIC HEARING: 5:50 PM

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.

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.

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.

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.

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.

**TOWN COUNCIL MEETING
AGENDA
MAY 7, 2024
6 PM**

- 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 March 21, 2024 Town Council Meeting.



Approval of the minutes of the March 21, 2024 Closed Session.

Approval of the minutes of the April 9, 2024 Special Town Meeting.

Approval of the minutes of the April 9, 2024 Informational Work Session.

VI. 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

VII. Resolutions & Ordinances

- A. Vote on 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.
- B. Vote on 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.
- C. Vote on 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.



- D. Vote on 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.
- E. Vote on 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.
- F. Introduce and vote on Resolution R-24-3 a resolution of the Town Council of Chesapeake Beach, Maryland adopting the Calvert County 2023 Hazard Mitigation Plan.

VIII. 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 April 17, 2024. The next continuation hearing is scheduled for May 29, 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



IX. Unfinished Business

X. New Business

1. The Town Council to consider authorizing the Chair of the Town of Chesapeake Beach Board of Elections to dispose of materials as presented by Randy Getman, Chair of the Board of Elections in Exhibit A.
2. The Town Council to consider authorizing the Mayor to initiate a swim lesson program at no additional cost to Town residents by employing Town of Chesapeake Beach lifeguards. The Town Council to consider authorizing the Mayor to enter a Memorandum of Understanding (MOU) with Calvert County government to hold swim lessons at the Prince Frederick Aquatics Center and enter into an agreement with Red Cross to train the Town's lifeguards to conduct the swim lessons. Costs for the program, including staffing costs, licensing and training are estimated at \$7,000 from the General Fund Recreation Operation line item from the FY24 budget.

XI. Public Comment

XII. Council Lightning Round

XIII. Adjournment



**MINUTES OF THE
TOWN COUNCIL MEETING
MARCH 21, 2024**

I. L. Charles Fink, Council Vice-President, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie L. Beaudin, 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, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Josh Stinnett, WRTP Manager, Wayne Newton, Town Engineer, and Sergeant Kampf. Absent were Patrick J. Mahoney, Mayor, and Margaret P. Hartman, Council Member.

II. Pledge of Allegiance. Council Vice-President Fink led the Pledge of Allegiance.

III. Approve the Agenda.

MOTION: Councilwoman Beaudin moved to approve the March 21, 2024 Town meeting agenda. Seconded by Councilman Jaworski, all in favor.

IV. Public comment on any item on the agenda.

1. Ryan Tyrell, 7220 Chesapeake Village Boulevard, Chesapeake Beach MD. Mr. Tyrell wanted to make the Council aware of an ongoing situation in Chesapeake Village on Donerail Court where children are playing in the cul-de-sac. Mr. Tyrell alleges the children are being harassed, told that they cannot play in the road, and the police have been called on them. Mr. Tyrell is looking for some sort of resolution to the situation.

V. Approval of the minutes of the February 15, 2024 Public Hearings.

MOTION: Councilwoman Beaudin moved to approve the minutes of the February 15, 2024 Public Hearings. Seconded by Councilman Jaworski, all in favor.

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

MOTION: Councilman Jaworski moved to approve the minutes of the February 15, 2024 Town Council Meeting. Seconded by Councilman Morris, all in favor.

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

MOTION: Councilman Pardieck moved to approve the minutes of the March 12, 2024 Informational Work Session. Seconded by Councilwoman Beaudin, all in favor.

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Approval of the minutes of the March 12, 2024 Closed Session.

MOTION: Councilwoman Beaudin moved to approve the minutes of the March 12, 2024 Closed Session. Seconded by Councilman Morris, all in favor.

VI. Town Council to consider moving the April 18, 2024 Town Council meeting to April 25, 2024.

MOTION: Councilman Jaworski moved to approve moving the April 18, 2024 Town meeting to April 25, 2024. Seconded by Councilman Morris. After discussion, it was the consensus of the Council to table this.

VII. Town Council to consider appointing Town resident, Gordon Mathison, to the Town of Chesapeake Beach Tree Board.

MOTION: Councilwoman Beaudin moved to approve the appointment of Gordon Mathison to the Chesapeake Beach Tree Board. Seconded by Councilman Jaworski, all in favor.

VIII. Special Presentation:

1. Hospice of the Chesapeake – Christine Wilson, Director of Advancement at Hospice of the Chesapeake, was present to explain the care provided by Hospice. The organization is celebrating 45 years of caring for life and serving the communities. Ms. Wilson explained what the organization provides for its patients and families, the training of volunteers, and the programs they offer.
2. Proclamation – Twin Beach Players – Council Vice- President Fink read the proclamation in honor of the 25th anniversary of the Twin Beach Players.

IX. Petitions and Communications –

- A. **Town Administrator’s Report** – Ms. Wahl submitted the attached written report. Ms. Wahl was pleased to announce that the Town is now a Tree City, USA. She cautioned that if anyone wants to take a tree down to come to town hall for a permit. Ms. Wahl updated the Council on the current RFPs, and stated the Town’s priority projects submitted to Calvert County government were approved.
- B. **Town Treasurer’s Report** – Ms. Moran submitted the attached written report and was present to address the Council.
- C. **Town Engineer Report** – Mr. Newton submitted the attached written report and was 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. He addressed questions from the Council.
- E. **North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman Jaworski stated the department responded to several brush fires over the last couple of days. With the high winds and dry conditions, he urged folks to be cautious. Plans continue for the 100th anniversary celebration for the fire department which will occur in August of 2026.
- F. **Mayor's Report** – No 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. **A public hearing will be held on April 18, 2024 beginning at 6:45 pm.**
- 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. **A public hearing will be held on April 18, 2024 beginning at 6:47 pm.**
- 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. **A public hearing will be held on April 18, 2024 beginning at 6:50 pm.**
- 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. **A public hearing will be held on April 18, 2024 beginning at 6:55 pm.**
- 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. **A public hearing will be held on April 18, 2024 beginning at 6:57 pm.**
- 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.

MOTION: Councilwoman Beaudin moved to approve Resolution R-24-1.

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Seconded by Councilman Morris, all in favor.

XI. 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 March 14, 2024. The next continuation hearing is scheduled for April 17, 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 the following:
- Coastal Resiliency Steering Committee met on February 29th to discuss moving forward with implementing the Town’s coastal resiliency plan. Next step will be to schedule a meeting with the Town’s Planning Commission.
 - March 7th the Town met with the company Blue Green Parks to discuss possible green infrastructure projects to be included in the coastal resiliency plan.
 - March 12th the Town met with representatives from the University of Maryland to discuss a project to improve biodiversity in the marsh area between the Horizons and the Seagate community.
 - On March 12th he, and Co-chair Pardieck, met with the Town to discuss greenhouse gas inventory that was prepared by UMD. They provided feedback requesting additional items be considered for the report. An updated report will be posted on the website.
- E. **Economic Development Committee** – Councilman Jaworski reported the following:
- The County Economic Development Authority met on March 11th discussing the National Economic Development week proclamation which is scheduled for April 30th at 10 am at the County. Business Appreciation week will be May 6th-10th with scheduled tours of local businesses.
 - A public Forum was held March 14th to discuss proposed changes to the County’s zoning ordinance.
 - On March 13th the County’s Economic Development Advisory Commission discussed reaching out to local businesses to promote our local economy. Also plans are underway to celebrate our nation’s 250th anniversary in 2026.
 - March 22nd the County Tourism Roundtable met. Items discussed included the recently updated 2024 Calvert County Visitor Guide, and the ongoing feasibility study for the potential bay passenger ferry.
 -
- F. **Green Team Committee** – Councilwoman Beaudin reported the following:

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- Great turnout for February's Osprey Talk, over 85 people in attendance.
 - As mentioned earlier, the Town is now a Tree City, USA! Thank you, Mayor, Town Council, and Administration, for all the support through the entire process. She looks forward to getting Tree City signs and post in town.
 - Spring Cleanup is scheduled for Saturday, April 20th from 9 am to noon.
 - An Arbor Day nature walk is scheduled for April 26th at 4 pm at the Railway Trail. Come out and join us.
 - The Green Team is looking to fund a kayak launch here in town for the Paddle and Pathway event coming up in September. The County's Parks and Recreation will supply kayaks and canoes for the litter pickup along the Fishing Creek, but we need a place to launch them. The Green Team will work with town staff to locate a spot.
 - The Team's next meeting is scheduled for April 25th at 6:30 pm.
- G. **Kellam's Revitalization Committee** – Council Vice-President Fink was pleased to hear the storm drain pipe at Kellam's is moving along. He reported that there is quite a bit of activity going on at Kellam's. He stated there has been preliminary discussion about ways to leverage all of the town resources, Kellam's field included. He encouraged everyone to look at the email blasts that will provide information on available amenities.
- H. **Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported the following:
- The Group met March 14th and discussed final plans for the Bayside Baptist Church outreach event that occurred March 17th. Shout out to Pastor Swanson and his congregation for hosting the event and thank you to the resource providers in attendance.
 - Mr. Pardieck announced the Coalition did receive the \$30,000 implementation grant for the sculpture project and the Sculptor has been notified and given the go ahead to start his art. The plan is to unveil at the August 31st International Overdose Awareness Day event that is held in North Beach. The sculpture will be placed in the Sunrise Garden. Special thanks to Sandy Mattingly!
 - Another sculpture or art type project similar to the sculpture project is being discussed to display here in Chesapeake Beach this coming fiscal year.
 - Mr. Pardieck took the opportunity to read all the names of those involved in the Twin Beaches Opioid Abuse Awareness Coalition and expressed his appreciation for all the work they do.

XII. Unfinished Business: None.

XIII. New Business:

1. 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.

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MOTION: Councilman Jaworski moved to approve authorizing the Town Administrator to expend funds not to exceed \$25,000 for the costs to conduct a geotechnical study. Seconded by Councilwoman Beaudin, all in favor.

2. The Town Council to consider authorizing the Town Administrator to expend the \$250,000 in savings from 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.

MOTION: Councilman Morris moved to approve authorizing the Town Administrator to expend the \$250,000 in savings from 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. Seconded by Councilwoman Beaudin, all in favor.

XIV. Public comment was received by: None received.

XV. Council Lightning Round:

1. Dr. Beaudin reminded everyone of the Spring Cleanup on April 20th. She also commented on the public comment that was received earlier in the evening relating to children playing on a public road, and asked if that could be looked into further in accordance with the Town's code.
2. Mr. Jaworski hopes to see everyone this Sunday at the Easter Egg-Stravaganza at Bayside Baptist Church and, reminded folks of the ribbon cutting ceremony for the new Twin Beaches Library, Tuesday, April 16th at 2pm. The public is invited.
3. Mr. Morris stated that riding into town this evening for the town meeting he felt proud to live here in this community. The Town looks amazing.
4. Mr. Pardieck directed his comment to Mr. Davis of the Twin Beach Players stating the Coalition would be interested in doing a repeat performance of what they had previously done. He wished everyone a great evening.
5. Mr. Fink commented, following up on our town, so much work done by our volunteers, and essentially a volunteer Council for the most part, it really stands out to him that most of the time spent in these meetings are talking about all the work and projects that these folks have taken on. Lastly, he commented that he feels it is incumbent upon this Council to do what is appropriate in terms of following up on the situation brought forth by Mr. Tyrell earlier in the evening.

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XVI. Closed Session Councilman Jaworski moved to close the meeting at 8:45 pm 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”. Seconded by Councilwoman Beaudin, all in favor.

A motion was made by Councilman Jaworski and seconded by Councilman Pardieck to close the closed session at 9:04 pm and re-open the regular meeting. All those in favor of closing the Town meeting to go in closed session were present during the entire closed session where a personnel matter was discussed.

XVII. Adjournment:

There being no further comments, the meeting adjourned at 9:05 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Pardieck, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk



**MINUTES OF THE
SPECIAL TOWN MEETING
APRIL 9, 2024**

I. Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance were Dr. Valerie 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, Todd Pounds, Town Attorney, Brittany Moran, Town Treasurer, James Berry, Public Works Manager, and Wayne Newton, Town Engineer.

II. Pledge of Allegiance – The Mayor led the Pledge of Allegiance.

III. The Town Council to consider moving the April 18, 2024 Town Council meeting to May 7, 2024.

MOTION: Councilwoman Beaudin approved moving the April 18, 2024 Town Council meeting to May 7, 2024. Seconded by Councilman Jaworski, all in favor.

IV. Reschedule Public Hearings. The Mayor rescheduled the public hearings for the following ordinances.

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. **Public hearing to be held May 7, 2024 beginning at 5:50 pm.**

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. **Public hearing to be held May 7, 2024 beginning at 5:52 pm.**

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. **Public hearing to be held May 7, 2024 beginning at 5:54 pm.**

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. **Public hearing to be held May 7, 2024 beginning at 5:56 pm**

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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. **Public hearing to be held May 7, 2024 beginning at 5:58 pm.**

VI. Adjournment:

There being no further comments the meeting adjourned at 6:04 p.m. on a motion by Councilman Fink. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk



**MINUTES OF THE
TOWN COUNCIL INFORMATIONAL
WORK SESSION
APRIL 9, 2024**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 6:05 p.m. In attendance were Dr. Valerie L. Beaudin, L. Charles Fink, Margaret P. Hartman, 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 Wayne Newton, Town Engineer
- II.** **Pledge of Allegiance** – The Mayor led the Pledge of Allegiance.
- III.** **Informational discussion on the following:**
- Ballot question discussion related to Town resident only attendance at Bayfront Park**
The Mayor is proposing for Council consideration, to place this question on the election ballot for the 2024 election. This would allow the citizens of the Town to express their opinion, and also give the next Administration an idea of what the citizens would like to see as far as attendance at the Bayfront Park. The Council agreed to place this question, *“Do you support the Town of Chesapeake Beach to continue to limit attendance at Bayfront Park to Town residents and their guests?”* on the election ballot.
 - Ballot question discussion related to expanded gaming activities-** The Mayor stated this question follows along the lines of what the Town did four years ago on the 2020 election ballot. The Council agreed to place this question, *“Do you support the State of Maryland permitting expanded gaming (i.e., additional electronic bingo machines, casino slots, table gaming) to venue(s) in the Town of Chesapeake Beach?”* on the election ballot.
The consensus of the Council was to allow both questions on the 2024 election ballot.
 - Refuse Collection-Request for Proposal (RFP)-** Ms. Wahl stated an RFP was released on March 22, 2024 soliciting for proposals for the Town’s refuse collection. A mandatory pre-bid is scheduled for April 11th. This would be a weekly collection of trash and recycling along with bulk collection services. The Town is requesting two options of pricing. The Town is also requesting container pricing for the Council to consider. This would be a fee per month, per resident, which would be included in the Town’s monthly bill. Staff is expected to present proposals at the May Town meeting for consideration.
 - Miller – Loveless Park at Kellam’s Field - Play equipment Request for Proposal (RFP)**
Ms. Wahl stated, with the awarding of the storm water work at Kellam’s Field, the Council accepted staff recommendation to seek pricing proposals for play equipment separately. An RFP was released on March 27, 2024 soliciting for proposals to include surfacing and play equipment. There are two areas of focus, 1) being the children’s play

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area, and 2) low impact workout equipment for adults. Ms. Wahl presented citizen priorities as provided by citizen feedback through public outreach. There will be a mandatory pre-bid meeting on April 10th and sealed proposals will be due May 1. Staff expects to present proposals at the May Town meeting for consideration. Several suggestions made by the Council to consider were, shade covering, with use of solar panels, and evaluation of longevity on the low impact equipment.

5. Financial Audit Request for Proposal (RFP) Ms. Moran stated an RFP has been released for audit financial services for the fiscal years June 30, 2024, 2025, and 2026 with the option of extending the contract for two additional fiscal years through 2028. The RFP was released on March 28, 2024 with a mandatory pre-bid scheduled for April 22nd. Ms. Moran stated there is no change in the scope of service. Sealed proposals are due May 13th and staff will present them for Council consideration at the May Town meeting.
6. Hazard Mitigation Plan Adoption- Ms. Wahl stated she has provided the Calvert County 2023 Hazard Mitigation Plan, via link in her report, for the Council's review. The Town Administrator, Public Works Administrator, and the Superintendent of the Water Reclamation Treatment Plant participated in the process of the Plan, contributing feedback from Town staff on risk levels of hazards experienced in the Town and assessment of the Town's current capabilities. A total of twenty-three hazards were identified in the Plan, separated into two groups, natural and human-caused. The Calvert County Board of County Commissioners voted unanimously to adopt the Calvert County 2023 Hazard Mitigation Plan and as a participating jurisdiction, the Town may choose to adopt the Plan as its plan, as well. It was noted that to qualify for disaster funding, the Town is required to adopt a Hazard Mitigation Plan. Staff are recommending the Council consider adopting the County Plan.
7. Steps forward on the Town of Chesapeake Beach Aquatics Park Improvements – Ms. Wahl stated an RFP was released on January 19, 2024 and a mandatory pre-bid meeting was held on February 8th, where eleven attendees were in attendance. Clarifications were issued on March 1, 2024 with sealed proposals due on March 15th. Unfortunately, no proposals were received. The Town contacted each bidder in an effort to understand why a proposal was not offered on the project. After discussions, it was suggested a feasibility study be conducted so as to establish a clear budget for the project that accounts for the costs associated with the existing conditions, the scheduling constraints, permitting requirements, and other limitations. Also suggested was the Town start the improvement project with more survey work and geo-technical investigations to better understand all the constraints before moving forward. The Town Engineer was present to elaborate and address questions and concerns from the Council. The Mayor noted there is a possibility that the State would provide some grant money to assist in the new Aquatic Center.
7. Coordination with Calvert County Government to facilitate Town of Chesapeake Beach swim lessons for Town residents - The Town is looking to find a way to continue its

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swim lessons program that previously has been held at the water park. The Town is in conversation with Calvert County Government to utilize the County's Parks and Recreation facilities. This partnership would require a Memorandum of Understanding. She briefed the Council on current proposed offerings stating lessons would be held at the Aquatics Center in Prince Frederick, the day and time, (Sundays 8 am to 11 am), duration of six (6) weeks, and the three (3) levels of classes to be offered. The Town has nine (9) staff members from the Aquatics Management Team who are willing to return from last season to teach swimming lessons. As for the fiscal impact, it is estimated that the cost would run between \$7,000 / \$8,000. That would cover the cost of training the lifeguards, the cost of the pool lanes, and staffing costs. Staff is reviewing the costs of providing swimming lessons and will present them to the Council in two scenarios. 1) employ town lifeguards and offer free swim lessons to town residents or, 2) employ town lifeguards offering swim lessons at a reduced rate. Ms. Wahl stated she is scheduled to meet with County staff on April 15, 2024 to discuss logistics of the MOU further and will keep the Council updated.

The Mayor asked for a moment of silence for Merrilyn Bacon, beloved wife of Town Volunteer John Bacon.

IV. Council Lightning Round

1. Ms. Beaudin inquired of Ms. Wahl as to any update on the kayak ramps. Ms. Wahl stated she is scheduled to meet with DNR out at the ramps next week and will update the Council on that meeting. Reminder: April 20th at 9 am, Spring Cleanup and the Team's next meeting is April 25th at 6:30 pm.
2. Mr. Fink, on the topic of the water park, commented that there have been a lot of comments out there in the public since the news of the water park being revamped. He encourages folks to take the time to form an opinion based on all the information that is available. It is incumbent on the Town to make that information available to the public and we will. Just know that any decisions made are based on safety and finances, and the end result will be a really nice facility!
3. Mr. Jaworski stated the eclipse was amazing yesterday and hope folks got a chance to see that and jokingly remarked he looks forward to joining everyone at the next one which is August 23, 2044.
4. Mr. Morris reminded everyone the April town meeting has been rescheduled to May 7, 2024. See you there.
5. Mr. Pardieck announced the next meeting of the TBOAAC is scheduled for April 11th, 6 pm, at the Northeast Community Center.

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(410) 257-2230

(301) 855-8398



6. Ms. Hartman commented, “Sun, Flowers, and outdoor fun is back again!” Several town events are coming up, so come out and join us, and do not forget your sunscreen.

Adjournment:

There being no further comments the meeting adjourned at 7:29 p.m. on a motion by Councilwoman Hartman. Seconded by Councilman Jaworski, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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Town Administrators Report – April 2024

- I. **2024 TOWN ELECTION:** The Town of Chesapeake Beach Board of Elections is preparing for the 2024 Town election. To view the 2024 election information page please click [here](#). The 2024 Town of Chesapeake Beach election page offers a range of information including information on how to register to vote, read more [here](#). Plan ahead and register today!



ELECTION

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

Safe Routes to School (SRTS) 100% design phase and construction drawing RFP: The Town Administrator sent clarifications to the State on April 5th for the RFP document finalization per SHA request. SHA staff responded that their procurement specialist would be reviewing the clarifications, and it was expected that the Town would be receiving the letter to release the RFP in the next couple of weeks. On April 29th, the Town Administrator followed up with SHA staff who stated that due to sickness there was a delay in processing the request and that the final letter to release the RFP would be sent as soon as possible.

Street Art: The Town will be releasing an RFP to prospective bidders to install street art on streets owned by the Town to slow traffic and highlight town assets and amenities. The RFP is expected to be released by May 28th, 2024.

Holiday Lighting Installation and Electrical Work: The Town will be releasing an RFP to prospective bidders to install street art on streets owned by the Town to slow traffic and highlight town assets and amenities. The RFP is expected to be released by June 4th, 2024.



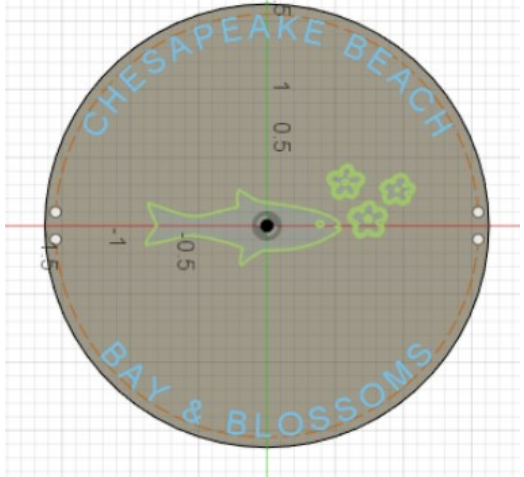
Town Administrators Report – April 2024

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 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. An RFP will be released focusing on three areas for art; to include, 1). The area at 29 th street leading to Shisler Park and Favret Way, 2) The area at the entrance to Kellams field, and 3) the crosswalk on Gordon Stinnett.
CB Railway Trail	Calvert County Government	The Town continues 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>The Town is working with staff from the Chesapeake Beach Railway Museum to coordinate signage along walking paths in Town and interactive GIS mapping of the paths that designate historical features in Town.</p> <p>Councilwoman Peggy Hartman has spearheaded the design several new walking paths that will be stamped with a design marking its way. To start the process 100 markers were ordered for placement along the Bay and Blossom Path- see figure 1 to view a stamp showing the rendering of for the engraving on brass markers that will be placed in the sidewalks to guide pedestrians through the walking paths. Once received Public Works staff will place the markers. Stay tuned for more information on this exciting new project!</p>



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		<p>Figure 1: stamp rendering for engraving.</p> 
<p>Calvert County Consolidated Transportation CTP Priorities SHA MDOT priority projects</p>	<p>Calvert County Government</p>	<p>The County Commissioner approved the Town’s request for priority projects, for their CTP letter to SHA MDOT, to include:</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

III. COASTAL RESILIENCY:

The Town is in the process of planning a coordinated workshop to facilitate engagement of the Chesapeake Beach Coastal Resiliency Committee, the Town’s Planning Commission, and members of the public to discuss next steps on the Town’s recently adopted Coastal Resiliency Plan. To view the Town’s plan please click [here](#).

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.



Town Administrators Report – April 2024

Partnership for Action Learning (PALS) in Sustainability: The Town of Chesapeake Beach continues to work with University of Maryland graduate students on a project to improve the biodiversity of the tidal basin located on the east side of RT261 between Seagate and Horizons on the Bay. Since the last Town meeting the PALS team made a site visit, received information on the run times of the pump station at C and 31st street and has initiated the process of reviewing flows at the Chesapeake Beach Water Reclamation Treatment Plant. 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](#)

IV. 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 is currently working with the UMDFC staff to incorporate these additional metrics for the Town.

New! Sustainability page created on the Town website: Access informational guides, link to volunteer committees read more [here](#). View the [Treasures of the Tidal Creek](#), access information on creating your own [buffer garden](#), the [Field and Flora Guide](#), the [Pollinator Hotel and Garden](#) and more!

Thank you to our Chesapeake Beach Green Team members for hosting an Arbor Day trail walk with our Master Naturalists. The team played “Tree Bingo”, won prizes including tree giveaways!



Green Team Arbor Day Nature Walk, Photo by Bessie Hoskins



Town Administrators Report – April 2024

V. CHESAPEAKE BEACH PUBLIC WORKS REPORT:

The Town purchased 1,000 meters and 514 MXUs as budgeted at a total cost of \$211,054 from the Towns utility fund. The meters and MXUs were ordered from our sole source provider for the meter reading software LB Water. The Town has not been able to obtain the meters for approximately 3 years due to the inability to obtain the computer chips.

Update from Jay Berry, Public Works Administrator

Water leak- There was a water main failure on the corner of 27th and D, this line failed at a bell end fitting and was not related to a saddle failure.

Wet wells- Public works staff jetted and completed a camera inspection of the B St wet well force main. We have had increased pump run times without increased flow, so I was suspected of possible clog or line failure. The line is now clean, and Public Works has sent pump 1 out for a new impeller. Public Works has completed the Fishing Creek wet well upgrades. Staff are preparing for a short presentation summarizing this project at the next council meeting.

Water meter/MXU- Public works has changed out 62 MXU/Meters since our last council meeting. We will continue with change outs as the schedule permits.

Flushing- We flush again in July. Ball fields – LED lights are online for the Football field. The bathrooms have been de-winterized. Railway Trail – It is that time of year again, we are cutting grass and keeping up with vines and ivy along the trail.

PW Trainings- our next class will be in July. This is part of our 40 hours a year of MOSHA/MDE training classes. Fishing creek wet well up grade -this project is 95% complete, I will do a short presentation next council meeting. Emergency calls – We had 9 calls. We responded to 4 calls, 1 for the 27th street water main break. 3 for a high wet alarms at B St and fishing creek.

VI. 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.



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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. Semi-annual inspections of the Limitorque valve actuators and gear reducers for the press sludge conveyors, press feed pump valves, and influent pump valves were completed. Semi-annual inspections of the Nord gear reducers for the press feed pumps were completed. Semi-annual inspection of the SEW gear drives for the press pressure and gravity belt drives, sludge conveyor drives, and clarifier drives was completed. 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 were observed.

WRTP Staff performed scheduled maintenance for the lubrication of the Clarifier Drive worm gear assemblies, Belt Filter Press Washwater pump motor bearings, Belt Filter Press bearings, and Return Activated Sludge Pump #1 motor bearings. An oil change was performed for the Methanol Pump #1 gear reducer. Routine inspection of the belt seams for the Belt Filter Press was completed based on hours in service. Seasonal routing preventive maintenance was performed on all sixteen of the Plant building exhaust fans including inspection of louvers, belts, and lubrication of bearings where needed.

Quarterly services and inspections for the UV Bank cells were completed on March 15th. During this work, four bulbs, one quartz sleeve, and one data control assembly were replaced. It should be noted that it was observed that the quantity and density of algae growth frequently seen during this task was



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significantly less than observed in the past. This may be able to be attributed to the installation of the clarifier and filter covers in 2023.



UV Bank #1 reinstallation in UV Channel

WRTP Staff performed corrective maintenance to replace the belt for the Pipe Gallery Exhaust Fan.

WRTP Staff responded to the Plant after hours on April 3rd and April 12th due to power fluctuations that resulted in equipment requiring on-site restarting. Much of the sensitive control equipment used in the Plant utilizes power monitoring devices, and in the case of sudden power fluctuations, will “fault” requiring a manual reset to ensure there is not an electrical issue in the equipment.

WRTP Staff attended the in-house Stormwater Pollution Prevention training on April 18th. This training is required as part of the General Permit for Discharges from Stormwater Associated with Industrial Activities issued by MDE. Training consisted of two videos regarding materials handling, sample collection, spill prevention and response, and a PowerPoint presentation going over the requirements of the permit.

MDE was onsite on April 19th for a scheduled routine compliance inspection. Results from the inspection are expected in roughly two weeks, following a review of our monthly Discharge Monitoring Reports submitted to MDE.

IMACS was onsite on March 21st to perform the start-up of the recently replaced Variable Frequency Drive (VFD) for Return Activated Sludge pump #2.



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Maryland Rural Water (MRWA) was onsite on March 13th to assist 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.

Geo-Technology Associates was scheduled to be onsite on April 2nd to conduct soil boring investigations. This work was delayed due to weather and is pending a rescheduled date for the work. Scheduling of installation of dewatering wells is pending approval of permits for the work by Calvert County.

The Shellfish Protection Tank was utilized twice during this period. This was for the heavy rainfall on March 23rd and March 27th. For the March 23rd event, the Plant sent .644 MG to the SPT from 2.72” of rainfall. For The March 27th event, the Plant sent .176 MG to the SPT from 0.91” of rainfall.

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.

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.

VII. TOWN ASSETS:

- **Water Park:** A updated ‘Quick Facts’ on the status of the Water Park and expanded recreational amenities please click [here](#).
- **Kellam’s Field:** The stormdrain work are 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:** Town staff working Bayfront Park stop by and say hello to our seasonal staff members, over 95% are returning employees to the Town. The Town coordinated with the Green Team to install native plantings at the entrance to Bayfront Park near the old Bridge railings recently placed at the entrance to the Town owned asset.



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- **New Clock Placement on Mears Ave:** A new clock was installed in replacement of the clock damaged by hit and run on Mears Ave. Twin Beach deputies were able to locate the suspect and charge them with the damages, the Town's insurance carrier covered the cost of the new clock with charges subrogated to the driver's insurance carrier.





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VIII. GRANTS:

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.

IX. 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.

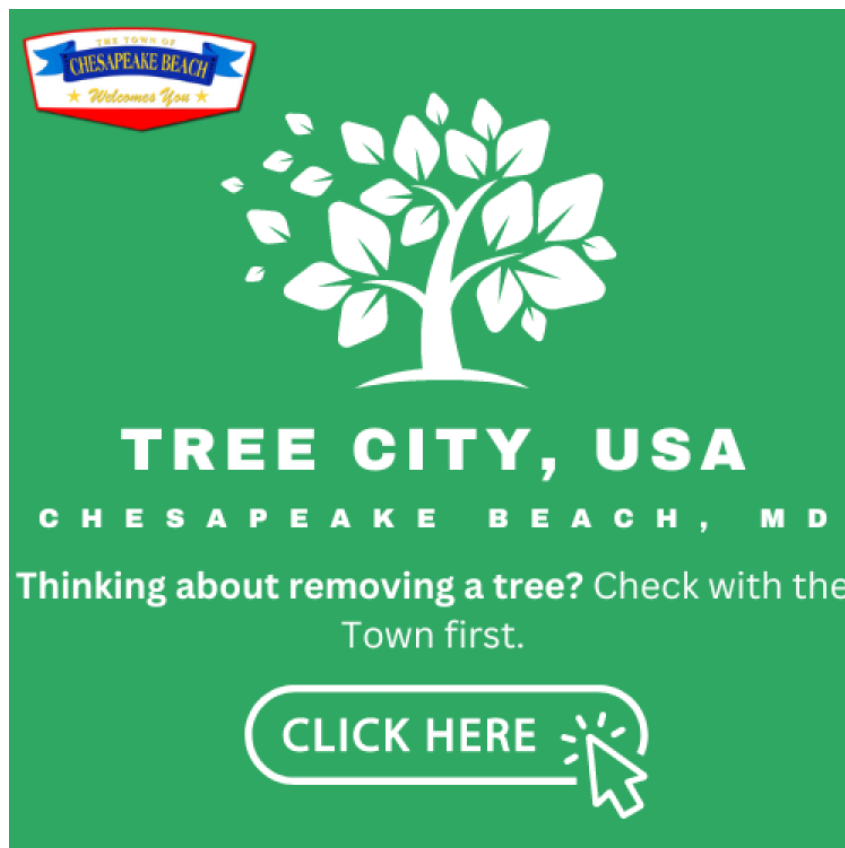
<i>Permit #</i>	<i>Address</i>	<i>Improvement</i>
2024-25	8741 C St	Flagstone
2024-26	8185-8197 D St	Replace decking boards & rails
2024-26	3717 29th St	Fence
2024-27	3528 Cox Rd	Fence
2024-28	8725 David Ln	Remove sidewalk & replace w/concrete
2024-29	4008 Old Bayside Rd	4ft retaining way
2024-30	4003 Old Bayside Rd	Addition w/elevator
2024-31	4011 Windward Key	Remove pine tree leaning on fence
2024-32	4011 Windward Key	Remove tree on fence
2024-33	3717 29th St	Deck
2024-34	3601-3615 Harbor Rd	Remove 15 trees
2024-35	7626 C St	Install new sprinkler system
2024-36	4014 Carousel Way	Replace driveway
2024-37	3225 Smiths Retreat	Deck
2024-38	3090 Cox Rd	Removed 62 trees (14k fines given)
2024-39	3255 Fortier Lookout	Removed an empress tree
2024-40	3411 Cox Rd	Remove dead pine tree



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<i>Permit #</i>	<i>Address</i>	<i>Improvement</i>
2024-41	3815 C B RD	BGE to replace poles (ok with Jay)
2024-42	8132 Bayview Hills Dr	Temporarily remove solar panels & reinstall
2024-43	3366 Cannoncade Ct	Remove tree
2024-44	4003 Old Bayside Rd	Placed dumpster to start an addition
2024-45	4025 15th St	Install 17 Intellijacks
2024-46	4014 12th St	Intall 17 settlestop push piers
2024-47	4015 Old Bayside Rd	Remove dead tree

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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X. CODE ENFORCEMENT ACTIVITY:

Current Open Cases

Case #	Violation	Location
CE22-51	Property Maintenance - Minimum Maintenance Requirements (B)	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Sewer/Water Manual Violation	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	115-3 Dangerous Buildings - Failure to Comply	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Property Maintenance - Minimum Maintenance Requirements	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Exterior Structure - Lack of minimum general maintenance	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Failure to maintain a building, structure or premises	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Sewer is Backed Up	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Waste/Sewer Back Up	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-51	Failure to Obtain a Rental License	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-54	115-3 Dangerous Buildings - Failure to Comply	3919 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-54	Property Maintenance - Minimum Maintenance Requirements	3919 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-54	Failure to Obtain a Rental License	3919 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE22-80	110-15: Steep Slope Construction on or Adjacent to	2952 HERITAGE Dr, CHESAPEAKE BEACH 20732
CE22-80	Zoning Permit Required	2952 HERITAGE Dr, CHESAPEAKE BEACH 20732
CE22-82	Inoperable Vehicle	7516 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732



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CE22-82	115-3 Dangerous Buildings - Failure to Comply	7516 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE22-82	Failure to maintain a building, structure or premises	7516 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE22-82	Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	7516 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE22-82	Exterior Structure - Lack of minimum general maintenance	7516 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-16	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	3915 27TH St, CHESAPEAKE BEACH 20732
CE23-17	Zoning Infraction	7685 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-17	Zoning Permit Required	7685 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-17	Failure to Obtain a Rental License	7685 OLD BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-23	Failure to Obtain a Rental License	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-24	Inoperable Vehicle	7524 C St, CHESAPEAKE BEACH 20732
CE23-24	Failure to Obtain a Rental License	7524 C St, CHESAPEAKE BEACH 20732
CE23-27	115-3 Dangerous Buildings - Failure to Comply	3325 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE23-28	Exterior Structure - Lack of minimum general maintenance	8309 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-28	Zoning Infraction	8309 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-29	Exterior Structure - Lack of minimum general maintenance	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-29	Failure to Obtain a Rental License	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-29	Property Maintenance - Minimum Maintenance Requirements	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-29	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732



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CE23-29	Property Maintenance - Sanitary Maintenance - Grass	7634 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-3	Failure to Obtain a Rental License	3907 16TH St, CHESAPEAKE BEACH 20732
CE23-36	Constructing an Improvement within Town Rights-of-Way	8220 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-37	Constructing an Improvement within Town Rights-of-Way	3919 E CHESAPEAKE BEACH Rd, CHESAPEAKE BEACH 20732
CE23-38	Inoperable Vehicle	3705 29TH St, CHESAPEAKE BEACH 20732
CE23-39	Failure to Obtain a Rental License	7626 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-39	Zoning Permit Required	7626 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-4	Failure to Obtain a Rental License	3605 12TH St, CHESAPEAKE BEACH 20732
CE23-40	115-3 Dangerous Buildings - Failure to Comply	7636 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-40	Zoning Permit Required	7636 BAYSIDE Rd, CHESAPEAKE BEACH 20732
CE23-7	Sanitary Maintenance	3814 28TH St, CHESAPEAKE BEACH 20732
CE23-7	Property Maintenance - Minimum Maintenance Requirements	3814 28TH St, CHESAPEAKE BEACH 20732
CE23-7	Zoning Permit Required	3814 28TH St, CHESAPEAKE BEACH 20732
CE24-10	110-15: Steep Slope Construction on or Adjacent to	3255 Fortier Lookout, Chesapeake Beach 20732
CE24-11	Mildew/Mold/Damp Interior Surfaces	8111 SILVER FOX Way, CHESAPEAKE BEACH 20732
CE24-11	Failure to Obtain a Rental License	8111 SILVER FOX Way, CHESAPEAKE BEACH 20732
CE24-12	Failure to Obtain a Rental License	3913 14TH St, CHESAPEAKE BEACH 20732
CE24-13	Failure to Obtain a Rental License	4013 15TH St, CHESAPEAKE BEACH 20732
CE24-14	Failure to Obtain a Rental License	3815 13TH St, CHESAPEAKE BEACH 20732
CE24-15	Failure to Obtain a Rental License	8214 E St, CHESAPEAKE BEACH 20732



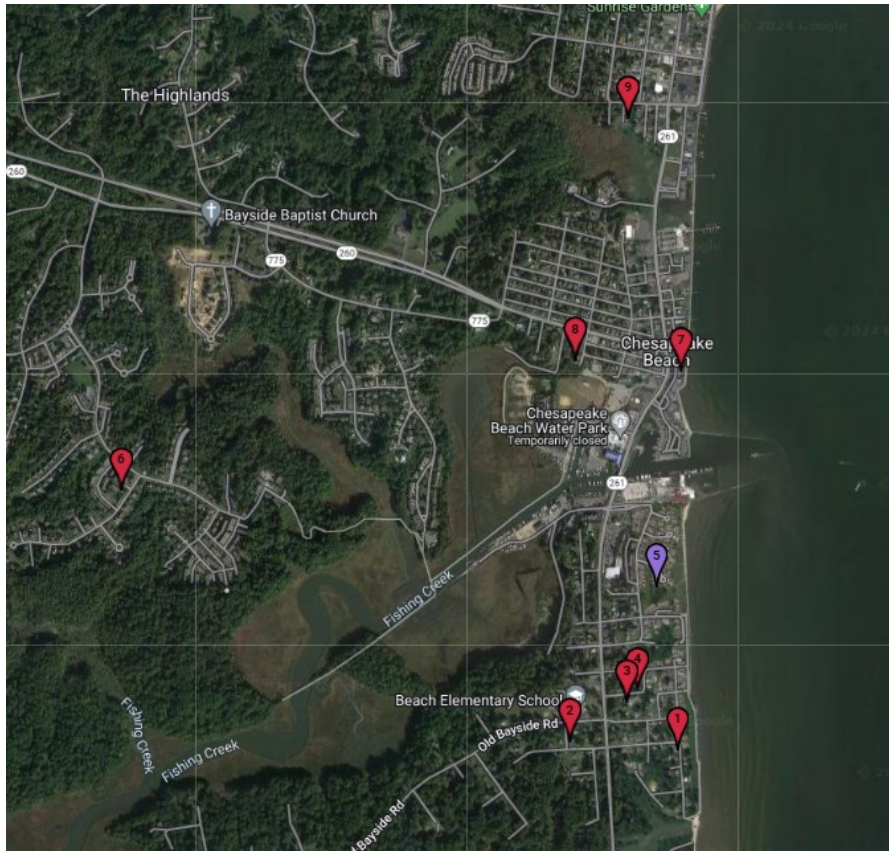
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CE24-16	Zoning Permit Required	7535 B St, CHESAPEAKE BEACH 00000
CE24-17	Property Maintenance - Sanitary Maintenance - Vehicles	8400 G St, CHESAPEAKE BEACH 20732
CE24-17	Sanitary Maintenance	8400 G St, CHESAPEAKE BEACH 20732
CE24-18	Failure to Obtain a Rental License	3808 13th St, Chesapeake Beach 20732
CE24-19	Failure to Obtain a Rental License	8729 DAVID , CHESAPEAKE BEACH 20732
CE24-20	Property Maintenance - Sanitary Maintenance - Grass	3730 27TH St, CHESAPEAKE BEACH 20732
CE24-3	Sewer/Water Manual Violation	4165 MEARS Ave, CHESAPEAKE BEACH 20732
CE24-3	Zoning Permit Required	4165 MEARS Ave, CHESAPEAKE BEACH 20732
CE24-6	Sewer/Water Manual Violation	8501 BAYSIDE RD, Chesapeake Beach 20732
CE24-6	Zoning Permit Required	8501 BAYSIDE RD, Chesapeake Beach 20732
CE24-7	Sewer/Water Manual Violation	3801 CHES BCH Rd, CHESAPEAKE BEACH 20732
CE24-7	Zoning Permit Required	3801 CHES BCH Rd, CHESAPEAKE BEACH 20732
CE24-8	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	2531 SHADY OAK Ct, CHESAPEAKE BEACH 20732
CE24-9	Zoning Infraction	3090 COX Rd, CHESAPEAKE BEACH 20732
CE24-9	Zoning Permit Required	3090 COX Rd, CHESAPEAKE BEACH 20732
CE24-9	110-15: Steep Slope Construction on or Adjacent to	3090 COX Rd, CHESAPEAKE BEACH 20732



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Housing & Livability Rental Registry address of rental applications received:



	<i>Case #</i>	<i>Location</i>	<i>Status</i>
1.	<u>RR23-31</u>	4019 13TH St CHESAPEAKE BEACH, MD 20732	Application received
2.	<u>RR23-25</u>	7411 13TH St CHESAPEAKE BEACH, MD 20732	Application received



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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.	RR20-36	4013 CAROUSEL Way CHESAPEAKE BEACH, MD 20732	Application received
6.	RR23-92	2304 CARDINAL Way CHESAPEAKE BEACH, MD 20732	Application received
7.	RR20-156	8191 WINDWARD KEY Dr CHESAPEAKE BEACH, MD 20732	Application received
8.	RR24-14	8206 E St CHESAPEAKE BEACH, MD 20732	Application received



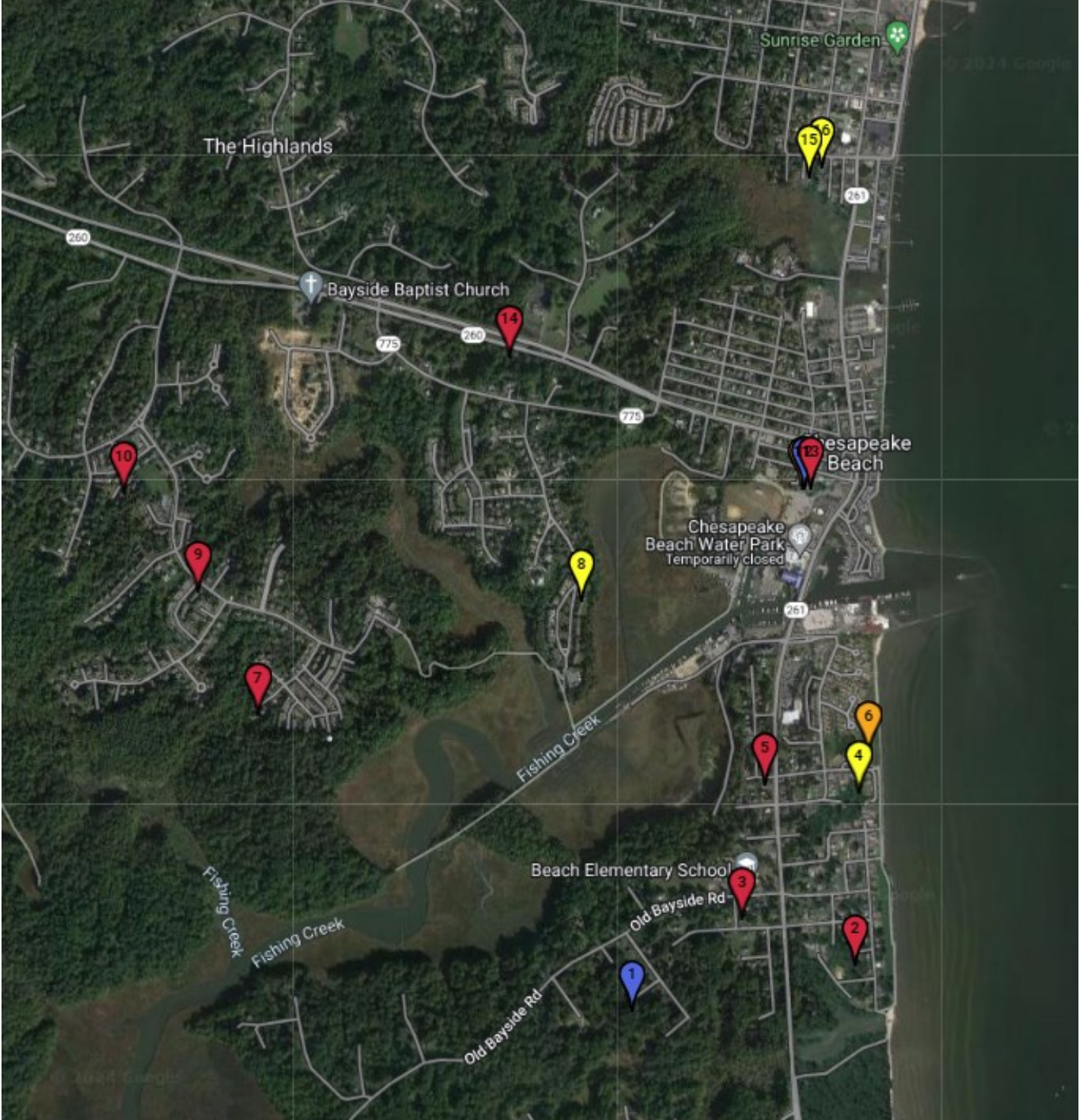
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9.	RR20-137	8727 DAVID CHESAPEAKE BEACH, MD 20732	Application received
Not mapped	RR22-29	2187 IVY LANE CHESAPEAKE BEACH, MD 20732	Application received
Not mapped	RR23-16	3935 GORDON STINNETT AVE, Unit 123	Application received
Not mapped	RR24-23	7623 B STREET	Application received
Not mapped	RR22-66	2305 FOREST RIDGE	Application received



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Housing & Livability Inspections in Progress:





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	<i>Case #</i>	<i>Location</i>	<i>Status</i>
1.	<u>RR24-24</u>	3605 12TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
2.	<u>RR23-78</u>	4013 12TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
3.	<u>RR23-72</u>	7411 13TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
4.	<u>RR24-22</u>	7625 B St A CHESAPEAKE BEACH, MD 20732	Inspections in progress
5.	<u>RR20-2</u>	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Inspections in progress
6.	<u>RR23-93</u>	4032 17TH St CHESAPEAKE BEACH, MD 20732	Inspections in progress
7.	<u>RR21-37</u>	8272 GREENSPRING Dr CHESAPEAKE BEACH, MD 20732	Inspections in progress
8.	<u>RR24-19</u>	8011 DELORES Ct CHESAPEAKE BEACH, MD 20732	Inspections in progress



Town Administrators Report – April 2024

9.	RR24-6	8111 SILVER FOX Way CHESAPEAKE BEACH, MD 20732	Inspections in progress
10.	RR20-178	2475 DEERFIELD CHESAPEAKE BEACH, MD 20732	Inspections in progress
11.	RR23-42	8191 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
12.	RR23-43	8193 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
13.	RR23-45	8197 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress
14.	RR22-37	3325 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Inspections in progress
15.	RR23-36	8725 DAVID CHESAPEAKE BEACH, MD 20732	Inspections in progress
16.	RR23-33	8732 D St CHESAPEAKE BEACH, MD 20732	Inspections in progress



Town Administrators Report – April 2024

XI. TOWN EVENTS:

**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**

 CALVERT COUNTY
HEALTH
DEPARTMENT



Funding provided by Maryland Department of Health



Town Administrators Report – April 2024

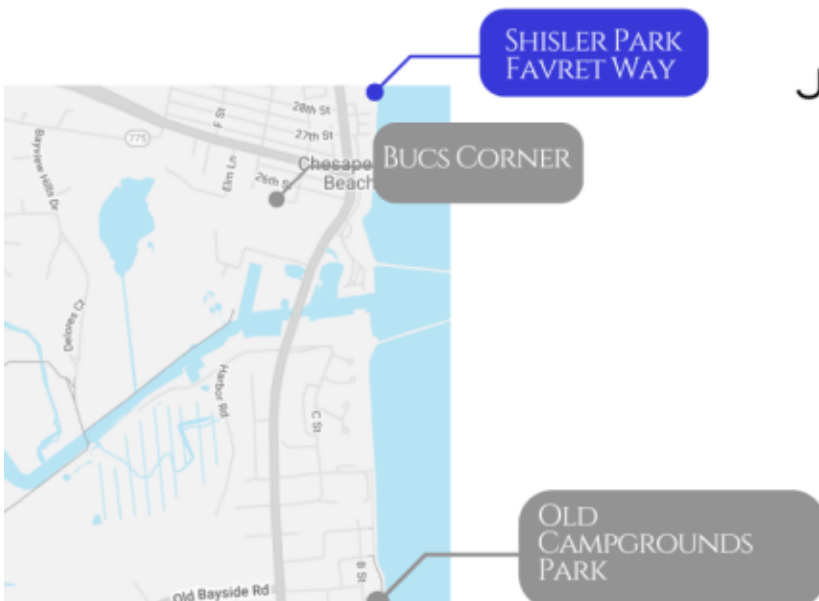
Shatter the Stigma 5K and the “Be Kind to Your Mind” Health Fair a partnership between the Calvert County Health Department, the Town of Chesapeake Beach, and the Twin Beaches Opioid Abuse Awareness Coalition. The event will kick start with a 5K, and the day will be filled with health screenings and activities focused on health and wellness at the center of the Town.



Pocket Park

RIBBON CUTTING

MAY 23RD 5-7 PM



JOIN AT SHISLER PARK & FAVRET WAY FOR:

- COMMUNITY GATHERING
- CELEBRATION
- THE NAMING & RIBBON CUTTING OF SHISLER PARK & FAVRET WAY

Join the Mayor and Town Council for the ribbon cutting of Shisler Park & Favret Way. The Mayor and Town will officially cut the ribbon of "Shisler Park" and "Favret Way" located on the Bayfront at 29th street just after 5 PM in partnership with Baia Coastal Kitchen and Wine Bar. Come by to celebrate community gathering and new Town amenities positioned to view the Chesapeake Bay. Stay tuned for fun activities to come to recognize the "Buc's Corner" access point on the northern side of Kellam's field and the "Old Campgrounds Park" located on the B street waterfront overlook.



Town Administrators Report – April 2024



Town of Chesapeake Beach
invites you to attend



GEORGE W. OWINGS, III
STARS & STRIPES
FESTIVAL

REMEMBERING AND HONORING

— The Fallen —



Saturday, May 25, 2024

10:00 am

Veterans Memorial Park
Chesapeake Beach, MD

followed by Family Fun Day at Kellam's Field





Town Administrators Report – April 2024



Register Today
Town of Chesapeake Beach
GEORGE W. OWINGS, III



STARS & STRIPES



Family Fun Day
Patriotic Parade
Saturday, May 25th | Kellam's Field

SCAN ME



<https://form.jotform.com/241154217185048>

Registration Due by May 17th

George W. Owings III Stars & Stripes Festival Saturday May 25th starting at 10 AM and followed by Family Fun Day at Kellam's Field with a community gathering honoring those that gave their lives for the freedoms we enjoy. The family fun day will offer continued education on the meaning of Memorial Day and celebrate our freedoms and community. Join us for live music, a community picnic, games, and activities.



Town of Chesapeake Beach
Treasurer's Report
 Town Council Meeting
April 2024

Current Activities:

- RFP for Audit Financial Services – proposals due Monday, May 13th at 9:00 AM. A mandatory pre-bid meeting was held on April 22nd with two firms in attendance.
- FY25 Budgets to be adopted and loaded into Tyler for July 1, 2024 activity.
- FY24 3rd quarter utility bills were sent to property owners on Friday, April 12th. Outstanding balances are to be paid by May 15th.
 - *Additional information on the Town's FY24 Utility Rates can be found at bit.ly/cbsewerrates.*
- FY24 forecasting and year-end planning has begun. With only 2 months left in the fiscal year, preparation has started to ensure all transactions and schedules are completed before we close out the fiscal year and kickoff the annual audit.
- 2023 Annual ARPA Funds Reporting – in coordination with the Department of Treasury for submission of our expected expenditures and realized revenues for the year.
- FY25 Insurance Benefits – employee informational meeting to be held at the end of May with insurance carriers and LGIT representatives onsite.

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)	Richfield Station Storm Drain Replacement - GF
(369,097)	Property Acquisition - GF
(1,000,000)	Saddle Replacements - UF
(500,000)	Meter Replacement - UF
(100,000)	Fishing Creek Wet Well - UF
3,582,055	Remaining Funds
761,283	<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 4-30-24

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: No Change from last month. M&A addressed additional SHA RFP review comments from the new review team. Waiting for SHA review.

Heritage:

Action: No Change from last month. 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: The Calvert County Grading Permit is approved. Waiting for Calvert County to process final fees and issue the permit. RFP for the play equipment is in process. M&A provided responses to bidder questions. MDE is ready to issue the wetlands license and approval once the County issues the grading permit.

Water Park

Action: M&A is working with 3 water park design firms to obtain feasibility study proposals for review. Once received, a consultant will be selected and the feasibility study phase will begin. Anticipate proposals the week of 5/6.

Water Reclamation Plant Headworks

Action: Geotechnical investigations for the foundation design have been performed. The McCrone design team is working on structural design of the new wet well.



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Route 261 Pedestrian Path

Action: No Change from Last month. 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. Surveys for footing elevations completed in April. No settlement observed. Next sampling in October 2024.



CALVERT COUNTY SHERIFF'S OFFICE

TWIN BEACHES PATROL

Date: April 5, 2024
To: Sharon Humm
From: Sergeant Dean Naughton
Re: Sheriff's Office Report-Chesapeake Beach

In March of 2024, the Sheriff's Office handled 241 calls for service in Chesapeake Beach. This is down from 248 calls in February of 2024.

Twin Beach deputies had 780 self-initiated (patrol checks = 709, follow-up investigations = 13, traffic stops = 58)

Twin Beach deputies received 241 calls for service by other means (citizens, alarm companies, etc)

Call Breakdown for the 241 calls, we handled:

- **Destruction of Property**
 - **03/21/24 Victim's vehicle broken out while in the Rod and Reel Parking Garage (Suspect was identified and charged accordingly) motive was unknown.**
- **Trespassing N/A**
- **DUI/DWI (1) Sansbury Dr. @ Woodland Ln.**
- **Assault**
 - **03/10/24 Harbor Rd. Male and Female Assaulted each other both arrested.**
 - **03/25/24 Male arrested for 1st Degree Assault with a gun. Offense occurred at the American Legion (Domestic Related No further concerns for the public).**
- **Theft**
 - **03/06/24 CVS Pharmacy two males stole multiple beauty products and fled in vehicle. Investigation still open.**

- **Miscellaneous**

- **03/19/24 Traffic stop lead to a male being arrested on a warrant**
- **03/02/24 Forest Ridge Dr. Juvenile female left home with out permission, she was picked up and returned home.**
- **03/02/24 North East Community Center, Bomb threat called in determined to be not a credible threat**
- **03/19/24 Bayside Rd. Call for vehicle tampering determined to be a male accidently opening door to wrong vehicle.**
- **03/19/24 Harbor Rd. Unknown Male opened victim's apartment window and entered the residence nothing missing or tampered with inside the home no further information.**
- **03/25/24 27th Street Death Investigation, male located deceased in residence (natural death)**
- **03/29/24 Richfield Ln. Death Investigation, male was located deceased in residence (natural death)**
- **03/29/24 3925 Gordon Stinnett Ave. Search Warrant conducted reference male illegally in possession of a firearm.**

March 2024 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	15	52	Firearms Complaint	0	1	Relay	0	0
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0
Accident	5	16	Found Property	0	0	Search Warrant	1	3
Alarm	11	24	Fraud	0	4	Sexual Assault	0	1
Alcohol Violation	0	0	Harassment	0	4	Sex Offender Registry	0	0
Animal Complaint	1	4	Illegal Dumping	0	0	Special Assignment	4	8
Assault	1	4	Industrial Accident	1	2	Stalking	0	0
Assist Motorist	5	20	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	1	8	Intoxicated Person	0	1	Summons Service	8	15
Assist Sick/Injured	6	14	Kidnapping/Abduction	0	0	Suspicious Person	3	11
Attempt to Locate	12	38	Loitering	0	0	Suspicious Vehicle	7	21
Burglary	2	4	Lost Property	2	3	Tampering with MV	0	0
CDS Violation	1	5	Loud Party/ Music	1	1	Telephone Misuse	0	0
Check Welfare	16	27	Mental Subject	3	4	Theft	1	6
Conservor of Peace	0	1	Missing Person	2	5	Traffic Complaint	5	13
Destruction of Property	2	3	Neighborhood Dispute	1	1	Traffice Control	31	106
Death Investigation	2	3	Notification	0	2	Traffic Enforcement	0	1
Disorderly	5	13	Parking Complaint	3	11	Trespassing	0	6
Domestic	6	28	Person with Weapon	0	0	Unauthorized Use MV	0	1
Escort	0	0	Police Information	12	42	Unknown Problem	0	0
Eviction	0	2	Protective/Peace Order	1	6	Violation Protective Order	0	2
Fight	2	4	Prowler	0	0	Warrant Service	3	4
						Total Calls	182	554
Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
DUI Arrest	1	5	CDS Arrest	0	0	Other Arrest	4	11
Civil Marijuana Citations	0	0	Non Fatal Overdose	0	1	Fatal Overdose	0	0
Patrol Checks	709	2372	Traffic Stops	58	379	Follow Ups	13	34

**** Notes ****

Deputies assigned to the Twin Beach Patrol handled 174 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

March 2024 Calls for Service Chesapeake Beach

(These calls include on duty responses, calls handled to and from work, special events, overtime assignments, special unit assignments, calls while working a shift, etc. The Computer Data System has no way of classifying the on shift or off shift status of an officer when handling a call for service.)

March 2024 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	3	22	Firearms Complaint	0	1	Relay	0	1
Abandoned Vehicle	0	1	Fireworks Complaint	0	0	Robbery	0	0
Accident	3	5	Found Property	0	0	Search Warrant	0	0
Alarm	3	6	Fraud	0	0	Sexual Assault	1	1
Alcohol Violation	0	0	Harassment	0	0	Sex Offender Registry	0	0
Animal Complaint	0	4	Illegal Dumping	0	0	Special Assignment	3	8
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	0	3	Intoxicated Person	0	0	Summons Service	1	13
Assist Sick/Injured	2	3	Kidnapping/Abduction	0	0	Suspicious Person	1	1
Attempt to Locate	9	41	Loitering	0	0	Suspicious Vehicle	0	5
Burglary	0	1	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	1	1	Loud Party/ Music	0	0	Telephone Misuse	0	0
Check Welfare	5	16	Mental Subject	0	1	Theft	1	4
Conservor of Peace	1	4	Missing Person	0	0	Traffic Complaint	5	9
Destruction of Property	1	1	Neighborhood Dispute	0	0	Traffice Control	0	1
Death Investigation	0	1	Notification	0	0	Traffic Enforcement	2	12
Disorderly	7	11	Parking Complaint	0	2	Trespassing	1	2
Domestic	5	16	Person with Weapon	0	2	Unauthorized Use MV	0	0
Escort	0	1	Police Information	4	18	Unknown Problem	0	0
Eviction	0	2	Protective/Peace Order	1	2	Violation Protective Order	0	0
Fight	0	0	Prowler	0	0	Warrant Service	0	2
						Total Calls	60	226
	Month	Year		Month	Year		Month	Year
DUI Arrest	3	5	CDS Arrest	0	0	Other Arrest	2	13
Civil Marijuana Citations	0	0	Non Fatal Overdose	0	0	Fatal Overdose	0	0
Patrol Checks	347	1090	Traffic Stops	18	111	Follow Ups	4	6
**** Notes ****								

March 2024 Calls for Service North Beach





MARCH 2024

Fire = 30

AFA = 7

Brush = 1

EMS Assist = 4

Working Fire = 1

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 2

Investigation = 2

MVA = 1

Helicopter Landing = 0

Service = 12

Water Rescue = 0

Fire Calls dispatched in the Town of Chesapeake Beach = 22

Fire Calls dispatched in the Town of NB = 8

March Fire Drill: Forcible Entry & Ladders

Fundraising: NBVFD Gun Bash

Community Events: Easter Egg-Stavaganza Event



EMS = 79

Chest Pains = 4

Diabetic Emergency = 2

Fire Standby = 0

Motor Vehicle Accident = 2

Traumatic Injury (Non-MVA) = 19

Overdose = 2

Psychiatric = 0

Abdominal/GI = 0

Respiratory Distress = 19

Seizures = 2

Stroke (CVA) = 4

Unconscious Subject = 5

Other Non-Emergent = 20

EMS Calls dispatched in the Town of Chesapeake Beach = 57

EMS Calls dispatched in the Town of NB = 22

March EMS Drill: Geriatric Patients

#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 May 7, 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 May, 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 May, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of May, 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		<i>200% of the fee otherwise imposed or \$300, whichever is greater</i>
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		-

<i>In/Out Ramp Fee</i>		
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		-
<i>Parking</i>		
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

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 May 7, 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 May, 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 May, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of May, 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 May 7, 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 May, 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 (*approved/disapproved*) the passage of this Ordinance this ____ day of May, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of May, 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

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

\$ 200.00

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 May 7, 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 May, 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 May, 2024. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this ____ day of May, 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-24-3

A Resolution of the Town Council of Chesapeake Beach, Maryland Adopting the Calvert County 2023 Hazard Mitigation Plan

WHEREAS the Town of Chesapeake Beach is vulnerable to natural hazards such as coastal erosion, flooding, landslides, and extreme weather events that can result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS the Town of Chesapeake Beach is faced with threats to life and safety and property damage from other human-caused and technological hazards, including hazardous materials incidents, civil disturbances, epidemics, and critical infrastructure disruptions and failures; and

WHEREAS Section 322 of the Disaster Mitigation Act of 2000 requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective threats and hazards, risks, and vulnerabilities; and

WHEREAS Executive Order 01.01.2013.06 Maryland Emergency Preparedness Program identifies the Maryland Department of Emergency Management as the State agency with primary responsibility for emergency preparedness policy and coordinating State-level hazard mitigation, incident response, and disaster recovery; and

WHEREAS, the recommended *Calvert County 2023 Hazard Mitigation Plan* has been widely circulated for review by federal, state, and regional agencies, and has been supported by those reviewers; and

WHEREAS, the Board of County Commissioners for Calvert County, Maryland, believes it is important for the County to be prepared for and mitigate against threats and hazards by adopting and implementing the *Calvert County 2023 Hazard Mitigation Plan*.

NOW THEREFORE, BE IT RESOLVED THAT this Resolution shall take effect upon recordation.

Approved on: _____

Patrick J. Mahoney, Mayor

L. Charles Fink, Council Vice-President

Margaret P. Hartman, Councilwoman

Valerie L. Beaudin, Councilwoman

Gregory J. Morris, Councilman

Lawrence P. Jaworski, Councilman

Keith L. Pardieck, Councilman



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Hazard Mitigation Plan Adoption

Date: May 3, 2024

I. BACKGROUND:

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Hazard mitigation focuses attention and resources on county and municipal policies and actions that will produce successive benefits over time. State and local governments engage in hazard mitigation planning to identify risks and vulnerabilities associated with natural as well as human caused hazards. The purpose of the plan is to develop long-term strategies for protecting people and property from future hazard events. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.

The planning process for the 2023 Calvert County Hazard Mitigation Plan Update consisted of the following:

- Identification and prioritization of the hazards that may affect the county and its municipalities.
- Assessment of the county's and municipalities' vulnerability to these hazards.
- Identification of the mitigation actions and projects that can reduce that vulnerability.
- Development of a strategy for implementing the actions and projects, including identifying the agency(ies) responsible for that implementation.

The Calvert County Hazard Mitigation plan represents the work of citizens, elected and appointed government officials, business leaders, and volunteer and nonprofit groups to protect community assets, preserve the economic viability of the community, and save lives. The Town of Chesapeake Beach participated in the process of the plan through the participation of the Town Administrator, Public Works Administrator and Chesapeake Beach Water Reclamation Treatment Plant Superintendent. Participation included feedback from the Town staff on risk levels of hazards experienced in the Town, and an assessment of the Town's current capabilities. The plan was successfully updated in accordance with the requirements set forth by MDEM and FEMA.

The following hazards are separated into natural and human-caused hazards and listed out alphabetically. All of these hazards were identified by the local planning team as presenting the highest risk to the county and its municipalities:

Natural hazards:

- Coastal Erosion
- Drought
- Earthquake
- Flooding, Flash Flooding, Ice Jam Flooding
- Hail
- Hurricane and Tropical Storm
- Invasive Species



- Landslide
- Pandemic, Epidemic, Endemic, and Infectious Disease
- Radon Exposure
- Subsidence/Sinkhole
- Tornado/Windstorm
- Wildfire
- Winter Storm

Human-caused hazards:

- Civil Disturbance
- Dam Failure
- Emergency Services Shortages
- Environmental Hazards / Hazardous Materials
- Nuclear Incident
- Opioid Epidemic
- Terrorism/Cyberterrorism Incidents
- Transportation Accidents
- Utility Interruption

A total of twenty-three hazards have been identified in the 2023 Calvert County Hazard Mitigation Plan. A total of thirteen identified hazards were listed in the previous 2017 plan update. The new hazards include Coastal Erosion, Flash Flooding, Invasive Species, Landslide, Pandemic, Epidemic, Endemic, and Infectious Disease, Radon Exposure, Wildfire, Civil Disturbance, Dam Failure, Emergency Services, Nuclear Incident, Opioid Epidemic, Transportation Accidents, and Utility Interruptions.

To mitigate against the effects of these hazards, the local planning team identified the following goals for hazard mitigation over the next five years:

- Reduce potential injury/death and damage to existing community assets due to floods, flash floods, and ice jams.
- Reduce potential injury/death and damage to community assets due to all hazards.
- Promote disaster-resistant future development.
- Promote hazard mitigation as a public value in recognition of its importance to the health, safety, and welfare of the population.
- Improve response and recovery capabilities.
- Protect critical infrastructure.

The Calvert County Board of County Commissioners voted unanimously to adopt the Calvert County 2023 Hazard Mitigation Plan. As a participating jurisdiction, the Town of Chesapeake Beach may now choose to adopt the Calvert County HMP as its plan, as well.



The complete plan, its appendices, and Calvert County's signed resolution can be viewed [here](#).

II. RECOMMENDATION FOR ADOPTION OF THE HAZARD MITIGATION PLAN:

To qualify for disaster funding the Town of Chesapeake Beach is required to adopt a Hazard Mitigation Plan. It is recommended that the Town Council consider adopting the Calvert County Hazard Mitigation Plan as a comprehensive plan that addresses hazards associated with natural and human caused disasters. Adopting the plan confirms the Town Council's commitment to plan for and to mitigate to the best of their ability the potential hazards faced by residents and businesses of the Town of Chesapeake Beach.

The Town Council reviewed the Hazard Mitigation Plan during the April Town Council Work session. It is recommended that Town Council adopt the plan by resolution, the resolution will be shared with Calvert County Office of Emergency Management who will also notify FEMA.



OFFICE OF THE PLANNING COMMISSION

TO: Mayor and Town Council

FROM: Kathleen Berault, Chair, Planning and Zoning Commission

DATE: May 7, 2024

RE: Planning and Zoning Meeting Report

The Planning and Zoning Commission convened at 6:00 pm. All Commissioners were in attendance as well as the Commission Clerk and the Town Planner. A moment of silence was offered for those who lost their life in the collapse of the Francis Scott Key Bridge in Baltimore and to keep their loved ones in our thoughts and prayers.

Public comments were offered in person by Clint Houck, Owner of Rock Remodeling. Mr. Houck spoke in reference to agenda item: V. Old Business, #1-Section 290-19(F) of the Zoning Code regarding decks. As a Contractor, he had applied for two deck permits, for residents owning a townhome in the Bayview Hills subdivision, both were denied. Mr. Houck elaborated on circumstances regarding each deck. He is requesting the Commission consider some relief that would allow for the placement of a reasonable deck for both residents. Mr. Houck addressed questions from the Commission.

A review of Section 290-30 Zoning Code took place. The Commission received a Staff Memo from the Town Planner addressing “exceptions to projections into required yards and lot coverage.” Ms. Franklin stated the Town’s current Code limits the ability of residents to add decks to townhomes and other attached single-family units due to the required open space on the lot and the required side and rear yards. As these types of development typically share open space, the individual lots are smaller, to allow a small amount of private yard space. For townhomes and other attached single-family homes, decks are the preferred access to the private yard due to the interior layout of these homes.

There are two limitations in the Code to the reasonable construction of those decks. To address the two issues, the Town Planner recommended that Section 290-19(F) be amended as presented in her staff memo. The Commission decided to: Review language for grandfathering of townhomes or single family attached dwellings that were built prior to (*insert date of adoption*) and to rebuild an uncovered deck and modify the proposed amendment. The Town Planner will revise the Code accordingly and submit it to the Town Council for consideration.

Next, Decks (and other projections) for lots with grandfathered non-conforming side setbacks were addressed. The Town Planner stated lots that have dwellings predating the current zoning requirements can have non-conforming side yard setbacks. In order to reduce the burden on both homeowners and the Board of Appeals, it was recommended that setbacks will not apply in specific instances. The addition of the language was approved.

Before adjourning the Chair briefed the Commission on several items, one of which was Chesapeake Beach being named a Tree City. This designation shows that as a community we are committed to protecting the trees in our town adding value to our properties, providing physical and mental health benefits as well as habitat for animals, birds and the Bay, fish, crabs and oysters. The Town will obtain signs and post them honoring this achievement by the U.S. Forest Service and the National Association of State Foresters.

The other item was the Memorandum of Understanding with the Board of Education and the Town regarding the Tennis Courts. The Commission voted and approved to resend their Memorandum to the Mayor and Town Council regarding the importance and significance to retain and refurbish the tennis courts as they are an invaluable resource to the Town.

Chesapeake Beach Oyster Cultivation Society Report

May 7, 2024

Chesapeake Beach Town Council Meeting

- 2 Oyster Reef Ball Builds were completed in March – Plum Point Elementary and Huntingtown Elementary schools. 6 CBOCS volunteers assisted the Coastal Conservation Association in the projects with approximately 120 students participating as well as numerous teachers and chaperones. 4 more builds will occur in April/May.
- CBOCS continues to support the ACLT in preparing their proposal to obtain Rural Legacy designation for the entire Fishing Creek watershed from the State of Maryland. A brief history of Fishing Creek and its historical/cultural/educational importance to the community was prepared and a drone video of Fishing Creek was submitted. The proposal will be submitted to the state in the June/July timeframe.

Notice of Intent to Dispose of Election Records

Request Town Council
Approval by Resolution

Presented by Randall Getman
Chairman, Board of Elections

Town Charter/Code – Preservation of Records

Section C-613 Preservation of records.

The council shall establish, by ordinance, a system for preserving the records of each election, including designating the time for which records must be preserved. The board of elections shall supervise the preservation of records and administer the system established by the council.

§ 22-6 Preservation of records.

The Board shall be responsible for the preservation of all election records. All records of the last election shall be maintained at Town Hall until the next regularly scheduled election. Thereafter, the Board may store such records as it deems expedient. The Board may dispose of certain papers, documents, or records only in accordance with Maryland law and upon 90 days' prior notice to the Town Council of its decision to dispose of records specified in the notice.

The Board shall only dispose of the records if the Town Council responds to said notice by declaring, by resolution, of which specified records the Board may dispose and the conditions upon which the Board may dispose of such records.

Town Code – Retention of Records by Board

§ 22-22 Retention of records by Board.

- A. Approved applications. All approved and accepted voter registration forms shall be retained and the requisite information incorporated into the registry.
- B. Applications in the process of verification. All applications in the process of verification shall be retained in a separate file, pending final disposition.
- C. Rejected applications. All rejected applications, together with documentation of notification of rejection, shall be retained in a rejection file.
- D. Duplicate applications. All applications identified as duplicates will be retained in a duplicate file.
- E. Records. All registration records shall be maintained by the Board for a period of 20 years. Thereafter, records shall continue to be maintained until approval to destroy or otherwise dispose of the records is obtained by the Town Council of Chesapeake Beach and the office of the Maryland State Archives as set forth in **§ 22-6.**

Excerpt from Town of Chesapeake Beach Records Management

DEPARTMENT OF GENERAL SERVICES RECORDS MANAGEMENT DIVISION RECORDS RETENTION AND DISPOSAL SCHEDULE (Continuation Sheet)		Schedule No. M263	
		Page 5 of 5	
Agency	Town of Chesapeake Beach	Division/Unit	Administration
Item No.	Description	Retention	
28.	<u>Election Records</u> Election Returns Candidate Petitions Municipal Voter Registration Records Notice of Elections Ballots – Paper, Absentee, Voter Machine Records Election Worker Records	<p>The Board of Elections shall be responsible for the preservation of all election records. All records of the last election shall be maintained at Town Hall until the next regularly scheduled election. Thereafter, the Board may store such records as they deem expedient. The Board may dispose of certain papers, documents, or records only in accordance with Maryland law and upon 90 days prior notice to the Town Council of its decision to dispose of records specified in the notice. The Board shall only dispose of the records if the Town Council responds to said notice by declaring, by resolution, which of the specified records may be destroyed and the conditions upon which they may be destroyed.</p>	

Main Points

- All records of the last election shall be maintained at Town Hall until the next regularly scheduled election.
- All registration records shall be maintained by the Board for a period of 20 years.
- Board of Elections is required to Notify Town Council 90 Days prior to Disposal of Election Records.
- Town Council must approve disposal by passing a Resolution.
- Contact Maryland State Archives to see if they want hardcopy registration book/binders.

Records to be Destroyed

Drawer	Election Year		Description
4	1976	A/D	Town Registration Book and voting record for 1968, 1972 and 1976 Town Elections. Offer to State Arcives.
4	1988	A/D	Four Black Binders with Town only voter registration cards. Up through 1988 Election. (A-G, H-M, Mc-S, T-Z). Offer to State Arcives.
1	1992	D	MD Universal Registration Folder. Information on establishing MD Universal Registration System.
1	1992	D	Election Code Changes Folder. Changes to code concerning "Hours of Registration" and "Voter Registration Applications (VRAs)".
1	1992	D	Residents Only Vote Folder. Information related to changing Town Code voter requirements to Town Residents Only. Disqualified non-resident property owners.
1	1992	D	Old Election Forms Folder.
1	1994	D	Annexation Folder. Information on Annexation R-94-3
1	2012	D	Election Folder. Info on County Support, Street Names within Town Limits, Info on Signs_Authority line, Resolution establishing NECC as Town polling place, Town Code Chapter 22 11/01/2011 version, Election Judge emails_training brief, News_Web Information.
1	2012	D	Candidate Folder. List of Certified Candidates, Signed letters of Certificate of Candidacy, Signed Certificate of Nominations, Declaration of Intent to Run for Office signed by Town Clerk, candidate letter of withdrawal.
1	2012	D	Absentee Ballot Applications.
1	2013	D	Election 12/7/2013 Folder. Election Procedure Brief, Judge Instruction Brief, Events/Tasks from Code/Charter, Registration Process Instructions, Thank You email to Judges, Cost of Referendum, Ltr to Treasurer to pay judges, ballot question development, and sample Absentee Ballot Package.
1	2013	D	Information/Press Folder. Newspaper & Town Web Page Information.
1	2013	D	2013 Forms (Old) Folder.

LEGEND

- A/D = Over 20 years. Send to state archive or if not wanted dispose of by shredding
- D = Dispose of by shredding
- R = Retain until after next election., then shred.

Records to be Destroyed cont'd

Drawer	Election Year		Description
1	2016	D	Election-2, 8 Nov 2016 Folder. Election Procedure Brief, Events/Tasks per Code_Charter, Election Results Brief, Recount Challenger Brief, Information sheets on DS-200 from ES&S, Registration Process Instructions, information to Candidates on signs & Town Code, Ltr to Treasurer to pay Judges,
1	2016	D	Reports to Council Folder. 9 Sep 16 and 14 Oct 16 Reports to Council. News and information sheets for election.
1	2016	D	ES&S Folder. Information on purchasing ballots and election definition from ES&S.
1	2016	D	Election Board Form Approval 2016 Folder.
1	2016	D	Absentee Ballot Packages. 10 unused packages. Each consisting of Ballot, Oath Envelope, Voter Instructions, Oath of Person Assisting Absentee Voter, and Return Envelope.
1	2016	D	Changes Code Charter.
1	2019	D	2019 Cert of Candidacy Folder. Certificate for candidates applying for vacant town council seat, 9-3-2019. CD from County with voter list 8-27-2019.
1	2020	R	Election Brief Folder. Election Procedures_v6, Action_v4P, Events per Code_Charter,
1	2020	R	Provisional 2020 Election Folder. Provisional Ballot Tracker, Rejected Provisional applications and ballots, Calvert County Provisional Ltr, Rejected duplicate ballot, ballot received after poll closed, Approved Provisional Ballot Applications, Provisional Ballots (5) that were counted with Tally Sheets and canvassing instructions.
1	2020	R	Reports Folder. 9-17-20 Report, 10-15-20 Update, Lessons Learned.
1	2020	R	Board Action/Notes.
1	2020	R	Candidates 2020 Folder. Contains Declaration of Candidacy forms and Certification of Candidacy letters.
1	2020	R	League of Women Voters Folder.
1	2020	R	Information & Press Release Folder.

LEGEND

- A/D = Over 20 years. Send to state archive or if not wanted dispose of by shredding
- D = Dispose of by shredding
- R = Retain until after next election., then shred.

Records to be Destroyed cont'd

Drawer	Election Year		Description
1	2020	R	Election Cost Folder.
1	2020	R	Judge's Pay List Folder.
1	2020	R	ES&S Folder. Info on support from ES&S. Ordered 4000 Ballots and Election Definition installed on 2 USB sticks for DS-200.
1	2020	R	Letters Absentee Ballot Folder. Contains info on assisting in the correction of registry issues with Absentee Ballot Applications.
1	2020	R	Saturday AB Folder. An Election Board Member was at Town hall in Foyer on 10-17-20, 10-24-20, 10-31-20 to assist voters in submitting AB applications and/or picking up their absentee ballot.
1	2020	R	Official Challenger Folder. Approved request.
1	2020	R	Form Approval Folder. Forms signed off by Board Members. One complete Absentee Ballot package. Form List Part 1
2	2020	R	Absentee Ballot Applications Used (in Box w/folders A-Z)
2	2020	R	Voter Authority Cards Used (in Envelope)
2	2020	R	Oath Envelopes Used (in Box)
2	2020	R	Spoiled Ballots (in Envelope)
2	2020	R	Absentee Ballot from DS-200 Box 1
2	2020	R	Absentee Ballot from DS-200 Box 2
2	2020	R	Ballots from DS-200
2	2020	R	Absentee Ballot Request (Blank) (in Box)
2	2020	R	Unused Ballots

LEGEND

- A/D = Over 20 years. Send to state archive or if not wanted dispose of by shredding
- D = Dispose of by shredding
- R = Retain until after next election., then shred.

Town Council Action

- Pass resolution specifying records to be destroyed

Note: Board will not destroy 2020 Election files until after 2024 Election is certified.

Records to be Retained

Drawer	Election Year		Description
1	Supplies	??	Old election keys.
1	1992	P	1992 Town Election Folder.
1	2004	P	Registry Folder. CD Town Registry from County 10/26/04 for Election 11/02/04.
1	2012	P	2012 Results Folder. Election Results, Board of Election Contact List. Precinct Voter Count Report: CB 3354 Active Registered Voters as of 9/4/2012. Ballot.
1	2013	P	Election - Special 7 Dec 2013 Folder. Election Results, Absentee & Provisional Ballot Trackers, POC List, Board decisions, Ltr to Mayor about requirement for replacing Board Members that resigned, referendum question and petition submission information.
1	2013	P	Registry Folder. CD of registered voters from County 7/15/13 to verify petition signatures. Supplemental list from County with registry updates for period 7/16/13 to 7/22/13. July 2013 Letters from voters requesting removal of their Petition Signature.
1	2013	P	Petition Folder. Petition signature verification results: 7/30/13 reported achieved 20% requirement. After review discovered petition without a signature had been counted. Submitted updated results on 8/23/13 reporting 20% not achieved. Ordinance O-13-8. Malcom Funn Briefs: Petition Verification Process and Process/Procedures for Validating Signatures.
1	2016	P	Election, 8 Nov 2016 Folder. Results (Mandatory Recount, Certified, Statement of Vote), Copy of signed DS-200 voting results, POC, Absentee & Provisional Trackers, Provisional list sent to County,
1	2016	P	Registry Folder. CD Town Registry from County 10/26/16 and 7/28/16 and 4/14/16 (2 copies). CD for Candidates based on 7/28/16 Town Registry. Town Only Registry List. Street Names within Town Limits,
1	2020	P	Election 2020 Folder. Lessons Learned brief, Timeline, POC List, Certificate of Candidacy Ltr, DS-200 printouts, Election Results (Certified, 48 Hour, Statement of Vote), sample ballots, various emails, Candidate withdrawal from election email.
1	2020	P	Election Registry Folder. Nov 2020 Voting Record (3 & 4 Nov voters marked), Town Supplemental List, CD from County with voter list 10-13-2020. Street names within town limits.
1	2020	P	Ballot 2020 Historical Folder. Contains blank ballots kept for historical purposes.
1	2020	P	Envelopes - Absentee Ballot Folder. Info on purchasing Outer Permit #400, Return Permit #1, and Oath envelopes.



LEGEND

- P = Permanent Retention (registration is 20 years)
- S = Supplies, keep

Records to be Retained cont'd

Drawer	Election Year		Description
1	Supplies	S	Election Board Letterhead Folder.
4	Supplies	S	VAC Box (orange).
4	Supplies	S	Outdoor Literature Box
3	Supplies	S	Voter Registration Applications
3	Supplies	S	Permit 400 Mail to Voter Envelope (in Box)
3	Supplies	S	Permit 1 Return Envelope (in Box)
3	Supplies	S	Absentee Ballot Oath Envelopes (in Box)
3	Supplies	S	Document Protectors
3	Supplies	S	Yellow Folders used by voter to conceal Ballot and hold their Voter Authority Card.
3	Supplies	S	AB Envelopes (400, 1 & Oath) and Provisional Return Envelopes (in mixed Box)
3	Supplies	S	Absentee Ballot Envelopes Old Style. Need stamp. (in Box)

LEGEND

-  P = Permanent Retention (registration is 20 years)
-  S = Supplies, keep

2024 Storage Need

- Until we can destroy old files and 2020 files, Board of Elections needs another lockable cabinet to make room to store 2024 ballots and election materials.

Note: Holly is working this issue.



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Calvert County Government Coordination to Facilitate Continued Life Saving Swim Lessons

Date: May 3, 2024

I. BACKGROUND:

Over the course of the last couple of months town staff have contacted several private pools and the Calvert County Government to find ways to continue the Town's swimming lessons that are paramount to water safety for Town residents.

Since 2021, over 500 children have completed the CBWP Swim Lesson program, garnering rave reviews from their parents. Here is some of the feedback we have received from Town residents about our swim lessons:

"My son learned several swim skills and enjoyed the experience because of the talented, patient, fun, respectful and kind instructors".

"The instructors are so helpful, smart and kind".

"We loved the lessons. The kids made a ton of progress!"

During the April Town Council work session, members of the Town Council were updated as to the conversations with Calvert County Government to offer a continuation of Town of Chesapeake Beach swim lessons utilizing Calvert County Parks and Recreation facilities. Town and County staff have finalized a Memorandum of Understanding (MOU) for the Town Council and the Board of County Commissioners review shown as Exhibit B.

II. Town of Chesapeake Beach Swim Lesson Season on Tour!

Calvert County Parks and Recreation offers an extensive swim lesson program, and the intent is not to compete in any way with the County programming. The Town is seeking opportunities to continue to engage our trained seasonal staff to continue a life safety program while continuing a recreational component of the Town. The Town would be required to rent lanes at the aquatics center, which would be offered to the Town at the County rental rate of \$13 per lane, per hour. The Town would be required to staff the lifeguards necessary to conduct the swim lessons at the County facility and any other requirement the County determines would be necessary to use their facilities.

Current proposed offerings based on the information available at this time:

Location: Edward T. Hall Aquatics Center, Prince Frederick

Day/Time: Sundays, 8am to 11am

Duration: 4 weeks (June 30 through July 21, 2024)

3 levels of classes could be offered:

Tadpoles (ages 3 to 5) – 8am to 8:45am



Water exploration – children learn basics of swimming: bobbing, flutter kicks, front/back float, blowing bubbles, etc.

Jelly Fish (ages 5 to 7) – 9am to 9:45am

Swimmers will enhance their skills and develop new techniques: alternating arms, front/back glide, arms & legs together, submerging face.

Sting Rays (ages 7 to 10) – 10am to 10:45am

Swimmers enhance their skills and develop new techniques: rhythmic breathing, front/back crawl, treading water, breaststroke, elementary backstroke, butterfly, sidestroke.

The CBWP swim lesson curriculum was re-designed before the 2023 season, with a focus on water safety awareness in any environment. Lesson plans facilitate an age-appropriate introduction to swimming and development of skills while also encouraging a love and respect for the water.

With the option of holding one class at a time, we would be able to increase class size from 10 to 15 children in each level. We have 9 staff members from the Aquatics Management Team returning from last season. To teach swim lessons at the County pools the lifeguards would be required to obtain a Red Cross Water Safety Instructor license and the Town would be required to enter into a service provider agreement with Red Cross as this is the firm that provides services to Calvert County Government for their aquatic facilities.

Fiscal Impact: Town staff are reviewing the costs of providing swimming lessons and will bring forward numbers for the Town Council to consider under two scenarios. First, employing lifeguards to offer free swim lessons at the Calvert County Aquatics Center at no cost to Town residents. Second, employing lifeguards to offer swim lessons at the Calvert County Aquatics Center for Town residents at a reduced rate.

Recommendation:

It is recommended that the Town Council authorizing the Mayor to initiate a swim lesson program at no additional cost to Town residents by employing Town of Chesapeake Beach lifeguards. To initiate this program, it is recommended that Town Council authorize the Mayor to enter a Memorandum of Understanding (MOU) with Calvert County government to hold swim lessons at the Prince Frederick Aquatics Center (shown as Exhibit B) and enter into an agreement with Red Cross to train the Town's lifeguards to conduct the swim lessons (shown as Exhibit C). Costs for the program, including staffing costs, licensing and training are estimated at \$7,000 from the General Fund Recreation Operation line item from the FY24 budget.



Exhibit B

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF CHESAPEAKE BEACH
AND
THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) entered into this _____ day of _____, 2024, by and between the Town of Chesapeake Beach, a body politic and corporate of the State of Maryland, (hereinafter referred to as “Chesapeake Beach”) and the County Commissioners of Calvert County, Maryland, (hereinafter referred to as the “County”), a body corporate and politic, by and through its Department of Parks and Recreation, (hereinafter referred to as “CCPR”). Throughout this MOU, Chesapeake Beach and the County may also be referred to as a party or parties to this MOU. The term of this MOU is effective from June 30, 2024 through July 21, 2024.

RECITALS

WHEREAS, the purpose and intent of this MOU is to memorialize the agreement of the parties hereto with regard to the use and benefit of County-owned facilities located and situated at 130 Auto Drive, Prince Frederick, Maryland 20678 and identified as the Hall Aquatic Center, (hereinafter referred to as the “Facility”) ; and

WHEREAS, Chesapeake Beach and the County desire to enter into this MOU to establish terms and conditions for the use of the aforementioned facility.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. FACILITY USAGE

Chesapeake Beach will rent three (3) lap lanes in the shallow end of the competition pool to teach swim lessons. The lap lanes will be divided length wise across the middle with a rope to allow public access on the leisure pool side of the lanes.

Chesapeake Beach will rent the above outlined pool space on the following days and times:

- Sunday, June 30, 2024 from 8 a.m. – 11 a.m.
- Sunday, July 7, 2024 from 8 a.m. – 11 a.m.
- Sunday, July 14, 2024 from 8 a.m. – 11 a.m.
- Sunday, July 21, 2024 from 8 a.m. – 11 a.m.

2. RENTAL FEES

Lap lane rental fees are \$13 per lane per hour. The fee per day will be \$117. The total fees paid over the course of the MOU will be \$468.

3. OPERATIONAL NEEDS

1. Chesapeake Beach will provide the County with an executed American Red Cross License Training Provider Agreement, (hereinafter referred to as the “LTP Agreement”), prior to June 30, 2024. The LTP Agreement must name Chesapeake Beach as an American Red Cross training provider.
2. Chesapeake Beach will provide the County with an American Red Cross Water Safety Instructor certification for all Chesapeake Beach employees teaching on-site prior to June 30, 2024.
3. Chesapeake Beach will provide the County with a current participant roster at the beginning of the rental period.
4. During the duration of the rental period, the County will permit Chesapeake Beach to store three (3) swim lesson related totes on site in the Water Safety Instructor closet. The County will not be responsible for losses or damages related to the use of the storage room and, with five (5) days’ notice, may discontinue use of the storage room by Chesapeake Beach for reasons deemed necessary by the County, to include, but not limited to, theft or vandalism.
5. Chesapeake Beach will ensure that any equipment or safety issues are reported immediately to County staff on duty prior to swimmers entering the water. Chesapeake Beach also agrees to report any incidents and injuries immediately to County staff on duty to ensure proper incident reporting.

4. CERTIFICATE OF INSURANCE

Chesapeake Beach shall provide the County with the insurance required under this section prior to its use of the Facility. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland.

1. Certificate Holder, Additional Insured, and Agreement Information
 - a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the agreement as follows:

Board of County Commissioners of Calvert County, Maryland
Attention: Parks & Recreation
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
 - b. The certificate shall also indicate the Agreement name as Chesapeake Beach and County MOU.
 - c. Additional insured shall be as pertains to general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Agreement, Chesapeake Beach shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

3. Workers Compensation

During the life of this Agreement, Chesapeake Beach shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract.

4. Notice of Cancellation

Prior to starting performance of the Agreement, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance shall be acceptable to the County. Chesapeake Beach agrees to provide the County a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If Chesapeake Beach receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Chesapeake Beach agrees to notify the County within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be Chesapeake Beach's responsibility to make immediate notification to the County if any changes are made to the policy.

7. INDEMNIFICATION

To the extent permitted by the laws of the State of Maryland, existing appropriations or available insurance coverage, and except in the event of the other's negligence or willful misconduct, the parties shall indemnify each other and save each harmless from and against any and all property damage with respect to the use by one of them of the equipment, buildings, and grounds of the other and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless each other's officers, agents, employees, successors and assigns or contractors, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or performance by the parties (or their respective agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder.

8. SOVEREIGN IMMUNITY

By entering into MOU the parties and their "employees" as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article* and in the Maryland Tort Claims Act, §§12-101, *et seq.* of the *State Government Article*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be

provided for by law. No provision of this contract modifies and/or waives any provision of either the Local Government Tort Claims Act or the Maryland Tort Claims Act.

9. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of this MOU to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the parties and notwithstanding their concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the MOU.

10. NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this MOU and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

11. SUFFICIENT APPROPRIATIONS

The County's financial obligations, if any, under this MOU are contingent upon sufficient appropriations and authorization being made by the County for the performance of this MOU. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this MOU and shall be final.

12. RELATIONSHIP OF PARTIES

Both parties agree that nothing in this MOU shall be construed as creating an employment agreement, a partnership agreement or a lease agreement, nor does this MOU create any relationship, other than that of licensee and licensor between Chesapeake Beach and the County.

13. NON-DISCRIMINATION POLICY

Chesapeake Beach and the County do not discriminate on the basis of race, color, religion, sex, age, ancestry or national origin, familial status, marital status, physical or mental disability, sexual orientation, genetic information or age in its programs and activities and provides equal access to other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

For Chesapeake Beach:
Holly Kamm Wahl
Town Administrator
8200 Bayside Rd.
Chesapeake Beach, MD 20732
(410) 257-2230

For County:

Director of Human Resources
175 Main Street
Prince Frederick, MD 20678
410-535-1600

14. CRIMINAL BACKGROUND

Chesapeake Beach shall require of its employees and any employee of a subcontractor or agent, who will have direct, unsupervised and uncontrolled access to children at the Facility, to be

fingerprinted and undergo a criminal history records check, as required by Section 5-550, *et seq.* of the Family Law Article, Annotated Code of Maryland. Chesapeake Beach will not knowingly assign an employee, or permit any employee of a subcontractor or agent, to work with direct unsupervised and uncontrolled access to children on school premises if the employee has been convicted of or pled guilty or entered a plea of *nolo contendere* to child sexual abuse, a crime of violence, or a sexual offense in the third or fourth degree under the criminal laws of the State of Maryland. Violation of this provision may result in termination for cause.

15. TERMINATION FOR CAUSE

Violation of any material provision of this MOU shall entitle the non-breaching party to terminate this MOU immediately for cause. Examples of material breaches include, but are not limited to, the failure to obtain and maintain adequate insurance, the failure to supervise the use of the facilities, and permitting of registered sex offenders to perform services on BOCC property. Notice of termination for cause shall be given in writing by the Mayor of the Town of Chesapeake Beach to the President of the BOCC, or vice versa as the case may be.

16. FORCE MAJEURE

In the instance of events beyond the responsible control of either party, such as war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, or strikes, parties shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay.

17. MODIFICATIONS

This MOU represents the entire understanding between the parties. None of the conditions or propositions of this MOU shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of any instrument in writing signed by all the signatories to this MOU. This MOU supersedes any and all prior understandings or agreements, either oral or written, between the BOE, or its agents or employees, and the County concerning the terms, conditions, and services rendered under this MOU. Both parties will review above schedules and uses annually and amend this contract as necessary.

18. SEVERABILITY

In the event any portion of this agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Board of County Commissioners to sever only the invalid portion or provision, and that the remainder of the agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the agreement, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this agreement.

19. MARYLAND LAW PREVAILS

The provisions of this MOU shall be governed by the laws of Maryland, and Calvert County shall be the exclusive venue for any disputes arising under this MOU.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first written above.

Board of County Commissioners of Calvert County, Maryland:

By: _____
Earl F. Hance, President
Calvert County Board of County Commissioners

Town of Chesapeake Beach:

By: _____
Patrick J. Mahoney
Mayor

Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and Town of Chesapeake Beach (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to



LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

4. Term and Termination.



- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal,



Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in [Appendix A](#)) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.
- 6. Notices.** Each Party's contacts for notices and billing under this Agreement are listed on [Appendix A](#).
- 7. Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in [Appendix B](#).
- 8. Intellectual Property.**
- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
- 9. Miscellaneous.**
- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly




negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.
- 9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:

**American
Red Cross****Training Services
Licensed Training Provider Agreement**

- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Town of Chesapeake Beach	The American National Red Cross
LTP Signature:	Red Cross Signature: 
Name: Holly Wah1	Name: Diane Welton
Title: Town Administrator	Title: Sales Representative
Date:	Date: 4/24/2024

**Licensed Training Provider Agreement
Appendix A – Contact Information****Licensed Training Provider (LTP) Information**

LTP: Town of Chesapeake Beach

LTP Address: 130 Auto Drive Prince Frederick MD LTP Fax: 20678

LTP Account Number: SF21725409

LTP Contact: Savannah Richardson

LTP Contact Email: srichardson@chesapeakebeachmd.gov

LTP Contact Phone: 410-257-2230 Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Savannah Richardson

LTP Billing Contact Phone: 410-257-2230 Extension:

LTP Billing Contact Email: srichardson@chesapeakebeachmd.gov

LTP Billing Address: 8200 Bayside Rd PO Box 400 Chesapeake MD 20732

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: Diane Welton

Phone: 309-660-6646 Ext.: Email: diane.welton@redcross.org

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Licensed Training Provider Agreement Appendix C – Insurance Requirements for Aquatics LTPs

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance (“COIs”) evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross
431 18th Street, NW
Washington, D.C. 20006**

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.



Training Services Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Aquatics Other

AP/LTP-Learn to Swim

AP/LTP-Learn to Swim-Safety

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Credit/Debit Card



Price List

 Town of Chesapeake Beach
 Apr 24, 2024 PG-0000186822

Price List	SKU	Product	UOM	Price
AP/LTP-Learn to Swim-Safety	AP-HSSAQU703	Water Safety Instructor Aide	Each	17.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU109	Rip Current Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU108	Sun Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU107	Parent Orientation to Swim Lessons	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU106	Home Pool Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU103	Personal Water Safety	Each	12.00
AP/LTP-Learn to Swim	AP-HSSAQU809-BL	Basic Swim Instructor Course-BL	Each	43.00
AP/LTP-Learn to Swim	AP-HSSAQU809	Basic Swim Instructor Course	Each	43.00
AP/LTP-Learn to Swim	AP-HSSAQU808-BL (Instructor Led)	Water Safety Instructor-BL (Instructor Led)	Each	43.00
AP/LTP-Learn to Swim	AP-HSSAQU808-BL (Blended Learning)	Water Safety Instructor-BL (Blended Learning)	Each	43.00
AP/LTP-Learn to Swim	AP-HSSAQU805-BL	Water Safety Instructor Crossover/Re-Entry-B L	Each	43.00
AP/LTP-Learn to Swim	AP-HSSAQU224	Private Swim Lesson	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU223	Adult Swim--Fitness Swimming	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU222	Adult Swim--Learning and Refining Swim Strokes	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU221	Adult Swim--Learning the Basics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU217	Learn-to-Swim Levels 4 - 6	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU216	Learn-to-Swim Levels 1 - 3	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU215	Preschool Aquatics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU214	Parent and Child Aquatics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU213	Learn-to-Swim Level 6 - Skill Proficiency - Fitness Swimmer	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU212	Learn-to-Swim Level 6 - Skill Proficiency - Fundamentals of Diving	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU211	Learn-to-Swim Level 6 - Skill Proficiency - Personal Water Safety	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU210	Learn-to-Swim Level 5 - Stroke Refinement	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU209	Learn-to-Swim Level 4 - Stroke Improvement	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU208	Learn-to-Swim Level 3 - Stroke Development	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU207	Learn-to-Swim Level 2 - Fundamental Aquatic Skills	Each	0.00



Price List

Town of Chesapeake Beach
Apr 24, 2024 PG-0000186822

AP/LTP-Learn to Swim	AP-HSSAQU206	Learn-to-Swim Level 1 - Introduction to Water Skills	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU205	Preschool Aquatics Level 3	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU204	Preschool Aquatics Level 2	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU203	Preschool Aquatics Level 1	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU202	Parent and Child Aquatics Level 2	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU201	Parent and Child Aquatics Level 1	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU105	General Water Safety	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU104	Water Safety Today	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU102	WHALE Tales - Longfellows	Each	0.00
AP/LTP-Aquatics Other	ROC-HSSAQU303-OL	Safety Training for Swim Coaches Online Content Only-OL	Each	25.00
AP/LTP-Aquatics Other	ROC-HSSAQU112-OL	Orientation to Swim Lessons for Parents and Caregivers Online-OL	Each	0.00
AP/LTP-Aquatics Other	ROC-HSSAQU111-OL	Seguridad en el Agua para Padres y Cuidadores - Spanish Language Online-OL	Each	0.00
AP/LTP-Aquatics Other	ROC-HSSAQU110-OL	Becoming an Ambassador for Water Safety Online-OL	Each	0.00
AP/LTP-Aquatics Other	ROC-HSSAQU100-OL	Water Safety for Parents and Caregivers-OL	Each	0.00
AP/LTP-Aquatics Other	AP-HSSPRO102R	Administering Emergency Oxygen Review	Each	18.00
AP/LTP-Aquatics Other	AP-HSSPRO102C	Administering Emergency Oxygen Challenge	Each	18.00
AP/LTP-Aquatics Other	AP-HSSPRO102-r.2 4	Administering Emergency Oxygen	Each	18.00
AP/LTP-Aquatics Other	AP-HSSPRO102	Administering Emergency Oxygen	Each	18.00
AP/LTP-Aquatics Other	AP-HSSAQU808-BL (Instructor Led)	Water Safety Instructor-BL (Instructor Led)	Each	43.00
AP/LTP-Aquatics Other	AP-HSSAQU808-BL (Blended Learning)	Water Safety Instructor-BL (Blended Learning)	Each	43.00
AP/LTP-Aquatics Other	AP-HSSAQU802-BL	Basic Water Rescue Instructor-BL	Each	35.00
AP/LTP-Aquatics Other	AP-HSSAQU753	Pool Activity Leader	Each	35.00
AP/LTP-Aquatics Other	AP-HSSAQU702	Aquatics Leader Orientation	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU305R	Safety Training for Swim Coaches In-Water Skills Session Review	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU305	Safety Training for Swim Coaches In-Water Skills Session	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU303-OL	Safety Training for Swim Coaches Online Content-OL	Each	21.00



American Red Cross
Training Services

Price List

Town of Chesapeake Beach
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AP/LTP-Aquatics Other	AP-HSSAQU302R-BL	Basic Water Rescue Review-BL	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU302R	Basic Water Rescue Review	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU302C	Basic Water Rescue Challenge	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU302-BL	Basic Water Rescue-BL	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU302	Basic Water Rescue	Each	17.00
AP/LTP-Aquatics Other	AP-HSSAQU112-OL	Orientation to Swim Lessons for Parents and Caregivers Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU111-OL	Seguridad en el Agua para Padres y Cuidadores - Spanish Language Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU110-OL	Becoming an American Red Cross Ambassador for Water Safety Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU100-OL	Water Safety for Parents and Caregivers Online Course-OL	Each	0.00



American Red Cross
Training Services

Training Provider Resource Guide

Town of Chesapeake Beach

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WELCOME

Thank you for choosing to be a Training Provider for the American Red Cross. As a Red Cross Training Provider, your organization joins a long tradition of providing life-saving education and training throughout the United States dating back to 1909.

Purpose of the Resource Guide

This American Red Cross Training Provider Resource Guide provides the basic information needed to serve as an American Red Cross Training Provider. It also establishes policies relating to the delivery of training services to an independent contractor of the American Red Cross that are binding upon your organization and made part of your Licensed Training Provider Agreement with the American Red Cross.

Your organization and any instructor for your organization who is authorized to conduct Red Cross-approved courses — whether that is an employee, volunteer, or independent contractor — must strictly comply with this Guide and the Licensed Training Provider (LTP) Agreement. Your organization is responsible for the quality of training conducted by any instructor (as defined by the LTP Agreement). Your organization is also responsible for that individual's acts and omissions in connection with that training. If your organization, or any of your instructors, violates any requirement of this Guide, the Red Cross retains sole discretion to take whatever action toward your organization or its instructors that it deems appropriate. This may include but is not limited to temporary suspension of your right to conduct courses and upload course records into Red Cross learning management system; temporary suspension of instructors; termination of an instructor's right to deliver training, or termination of your organization's LTP Agreement.

Licensed Training Providers

Licensed Training Providers ("LTP" or "Training Provider") are companies, organizations, or unincorporated sole proprietors licensed by the Red Cross to independently use Red Cross training materials, in the instruction of Red Cross training courses, based on an LTP Agreement with Red Cross. A Training Provider may choose to:

- Teach Red Cross courses "internally" to individuals within the LTP's company or organization.
- Teach Red Cross courses "externally" to outside companies, organizations, or individuals, either exclusively or in addition to internal training.

ABOUT THE RED CROSS

Proceeds from Red Cross training support the lifesaving, charitable mission of the Red Cross — including disaster relief, blood collection and service to the Armed Forces.

Global Red Cross and Red Crescent Network

The Global Red Cross and Red Crescent Network is the largest humanitarian network in the world, with a presence in almost every country. The global network is unified and guided by seven Fundamental Principles.

Humanity

The Global Red Cross and Red Crescent Network, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors — in its international and national capacity — to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation, and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class, or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to continue to enjoy the confidence of all, the Network may not take sides in hostilities or engage at any time in controversies of a political, racial, religious, or ideological nature.

Independence

The Network is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary Service

It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The Global Red Cross and Red Crescent Network, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Vision Statement

The American Red Cross, through its network of volunteers, donors, and partners, is always there in times of need. We aspire to turn compassion into action so that:

- All people affected by disaster across the country and around the world receive care, shelter, and hope;
- Our communities are ready and prepared for disasters;
- Everyone in our country has access to safe, lifesaving blood and blood products;
- All members of our armed services and their families find support and comfort whenever needed;
- In an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

History

Clara Barton and a circle of her acquaintances founded the American Red Cross in Washington, D.C., on May 21, 1881. Barton first heard of the Swiss-inspired global Red Cross network while visiting Europe following the Civil War. Returning home, she campaigned for an American Red Cross and for ratification of the Geneva Convention protecting the war-injured, which the United States ratified in 1882.

The American Red Cross Today

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

- People affected by disasters in America.
- Support for members of the military, their families and veterans.
- Blood collection, processing and distribution.
- Health and safety education and training services.
- International relief and development. For more information, visit [redcross.org](https://www.redcross.org).

CONDUCTING RED CROSS TRAINING PROGRAMS

Maintaining Training Standards

Quality, consistency and standardized delivery of courses are the highest priorities of the American Red Cross. Red Cross courses are designed with standardized instructor outlines and lesson plans based on well-defined objectives to provide an optimal learning experience for a variety of participants. Many courses are designed to meet workplace certification and training requirements of different occupational settings, such as day-care workers, workplace response teams, lifeguards, swim instructors, healthcare providers and other professional responders. Both the course participants and organizations that hire individuals with Red Cross certifications expect and depend on quality training.

To meet the objectives of the courses and ensure standardized delivery, all instructors must strictly follow the course outlines and lesson plans included in the manual. Omitting content or skills is prohibited. Adaptation of the course outline is allowed when those sections are not built off of previously covered teaching skills or content. Examples where adaptation may be necessary include facility availability; specific instructor-to-participant ratios; equipment-to-participant ratios and the physical constraints or needs of a participant. Adaptation based on participant physical constraints or participant needs must follow the guidance in the *Inclusion Resource Guide* found on the Red Cross Learning Center. Adapting the training does not mean that instructors or instructor trainers can add to, delete or change content or the requirements for certification. Adding, deleting or changing content or the requirements for certification will result in corrective action.

Training Provider Course and Price List

The *Training Provider Course and Price List* contains the courses available to Training Providers. This list of Product Packages includes course combinations and bundles for Training Providers and their students. When executing the LTP Agreement, each Training Provider selects the Product Package(s) with the courses they want to make available to their instructors.

The Red Cross publishes an annual price list that may include modest price adjustments, rather than larger increases that would more significantly impact our Training Providers.

The annual *Training Provider Course and Price List* can be found in the Red Cross Learning Center under Resources>Administrative Information. Advance notice of price changes is provided in accordance with the terms of the LTP Agreement.

To add Red Cross training courses to your *LTP Agreement*, contact your sales representative.

Red Cross Training Programs

The Red Cross offers a broad range of training programs for both public and professional responders in the areas of First Aid, CPR/AED, swimming and water safety, and caregiving.

An Instructor Bulletin and key information on instructor certification requirements and course options, can be found on each program page of the Red Cross Learning Center (www.redcrosslearningcenter.org) in the Course Materials page under the 'Classes' section.

Your *LTP Agreement* details the training program or programs that your organization is licensed to teach using Red Cross-certified instructors in good standing.

First Aid/CPR/AED

The purpose of the courses in the First Aid/CPR/AED program is to help participants recognize and respond appropriately to cardiac, breathing, and first aid emergencies; and to know how to care for a suddenly injured or ill person until more advanced medical personnel arrive and take over.

The First Aid/CPR/AED program is available in multiple formats: classroom (instructor-led), blended learning, virtual and online. The appropriate level of training is decided by the organization.

The program offers the flexibility of selecting First Aid, CPR and AED courses for adults, children and infants depending upon your training needs, with a variety of course options and delivery formats.

Spanish versions of the instructor-led program are available.

These supplemental training modules and Skill Boosts can be added for additional training and certification:

- Bloodborne Pathogens Training
- Skill Boost: Asthma and Quick-Relief Medication Administration
- Skill Boost: Anaphylaxis and Epinephrine Auto-Injector Administration
- Skill Boost: Opioid Overdose and Naloxone Administration
- Skill Boost: Life-Threatening Bleeding and Tourniquet Application*
- Skill Boost: Head, Neck, Muscle, Bone, Joint Injuries and Splinting*

* Additional instructor training and certification beyond First Aid/CPR/AED Instructor required to teach this Skill Boost. See Instructor Lifecycle> Bridging Resources in the Red Cross Learning Center for additional resources. Additional Skill Boosts may be offered from time to time.

Responding to Emergencies: Comprehensive First Aid/CPR/AED

Responding to Emergencies (RTE) is an extended, comprehensive First Aid and CPR/AED program designed primarily for high schools and colleges that require a curriculum that can be taught over the course of a semester and adapted to a variety of course outlines. The program is available in an instructor-led format and features classroom lectures, videos, simulated emergency situations, discussion, and hands-on skills practice.

Wilderness and Remote First Aid

The Wilderness and Remote First Aid program is designed to teach how to use first aid skills to help in emergency situations where help is delayed. The Wilderness and Remote First Aid program emphasizes experiential learning and major portions of the course are meant to be taught in outdoor settings. It is appropriate for youth-serving organizations as well as adults who participate in outdoor recreational activities or who work in remote settings where emergency medical services (EMS) response is more than one hour away.

Basic Life Support

The purpose of the Basic Life Support (BLS) program is to ensure that healthcare providers have the knowledge and skills necessary to respond to breathing and cardiac emergencies. The course emphasizes active, hands-on learning and uses scenario activities to help participants learn how to provide CPR, use an AED, and relieve an obstructed airway for adult, child, and infant patients. The Basic Life Support program is available in multiple formats: classroom, instructor-led, blended learning, and virtual.

Advanced Life Support

The American Red Cross Advanced Life Support (ALS) course provides participants with the knowledge and skills they need to assess, recognize, and care for patients who are experiencing a cardiovascular, cerebrovascular, or respiratory emergency. The course emphasizes providing high-quality patient care by integrating psychomotor skills, rhythm interpretation, electrical interventions and pharmacologic knowledge with critical thinking and problem solving to achieve the best possible patient outcomes. The Advanced Life Support program is available in two formats: classroom (instructor-led) and blended learning, featuring adaptive learning functionality.

Pediatric Advanced Life Support

The American Red Cross Pediatric Advanced Life Support (PALS) course provides participants with the knowledge and skills they need to assess, recognize, and care for pediatric patients who are experiencing a respiratory emergency, shock, or a cardiac emergency. The course emphasizes providing high-quality patient care by integrating psychomotor skills, rhythm interpretation, electrical interventions, and pharmacologic knowledge with critical thinking and problem solving to achieve the best possible patient outcomes. The Pediatric Advanced Life Support program is available in two formats: classroom (instructor-led) and blended learning, featuring adaptive learning functionality.

CPR/AED for Professional Rescuers

The CPR/AED for Professional Rescuers (CPRO) program trains individuals with a duty to act including lifeguards and other aquatic facility personnel to respond to breathing and cardiac emergencies in adults, children, and infants until more advanced medical personnel take over. The CPR/AED for Professional Rescuers program is available in two formats: classroom (instructor-led) and blended learning, featuring adaptive learning functionality.

Emergency Medical Response

The purpose of the American Red Cross Emergency Medical Response program is to train participants in the knowledge and skills of an emergency medical responder (EMR) to help sustain life, reduce pain and minimize the consequences of injury or sudden illness until more advanced medical personnel take over. Ideal for corporate emergency response teams, law enforcement, security officers or students wishing to begin a career in public safety or healthcare upon graduation. This instructor-led course is designed to meet or exceed National Emergency Medical Services Education Standards Emergency Medical Responder Instructional Guidelines.

Title 22 – California First Aid for Public Safety Personnel

In accordance with the requirements of Title 22 of the California Code of Regulations, the purpose of the First Aid for Public Safety Personnel (FAPSP) course is to train lifeguards, fire fighters, and peace officers in the knowledge and skills necessary to help sustain life, reduce pain and minimize the consequences of injury or illness until more advanced medical help arrive.

Lifeguarding

The purpose of the Lifeguarding program is to train lifeguards to act with speed and confidence in emergency situations both in and out of the water. Topics include water rescue skills, surveillance and recognition, first aid, breathing and cardiac emergencies, CPR, AED, and more.

Courses within the Lifeguarding Program include:

- Lifeguarding (for facilities with pool depths including 7 feet or more)
- Shallow Water Lifeguarding (for facilities with pool depths up to 5 feet, up to 6 feet, or up to 7 feet)
- Aquatic Attraction Lifeguarding (for facilities with aquatic attractions and pool depths less than or equal to 3 feet).

Lifeguarding courses are available in both classroom (instructor-led) and blended learning delivery types.

These supplemental training modules and Skill Boosts can be added to Lifeguarding courses to provide additional training and certification:

- Waterfront Skills
- Waterpark Skills
- Administering Emergency Oxygen*
- Skill Boosts (see First Aid/CPR/AED for additional details) *

* Additional instructor training beyond Lifeguarding Instructor is required to teach this Skill Boost. See the course materials page on the Red Cross Learning Center for additional details.

Swimming and Water Safety

The Swimming and Water Safety program teaches people of different ages and abilities how to be safe in, on or around the water and how to swim. The program covers the knowledge and skills needed for aquatic skill development in a logical progression. As participants develop these skills, they become safer and better swimmers.

The Swimming and Water Safety program includes basic level courses and presentations (e.g., Learn-to-Swim) and instructor courses including Water Safety Instructor™ and Basic Swim Instructor. The Swimming and Water Safety program is available in multiple formats: classroom (instructor-led), blended learning, and online. Delivery format varies by course.

Safety Training for Swim Coaches

The American Red Cross Safety Training for Swim Coaches program was developed in association with USA Swimming to teach those involved in competitive swimming, including coaches, officials, athletic trainers and aquatic exercise trainers. The Safety Training for Swim Coaches program is available in two formats: blended learning and online (for coaches who have current American Red Cross Lifeguarding/First Aid/CPR/AED or Shallow Water Lifeguarding First Aid/CPR/AED certification).

Longfellow's WHALE Tales

The American Red Cross created Longfellow's WHALE Tales to help teachers and youth leaders teach children about safe behavior in, on, and around the water. WHALE is an acronym for Water Habits Are Learned Early. The materials in the Longfellow's WHALE Tales K–6 Educational Packet are designed to give children an awareness of being safe around the water and to promote healthful aquatic recreation. These leader-led program materials are available on the Red Cross Learning Center (for instructors) and on redcross.org/whale-tales for individuals without access to the Learning Center.

Babysitter's Training

The purpose of the Babysitter's Training program is to provide the knowledge and skills necessary to safely and responsibly give care for children and infants. This course — designed for youth ages 11 to 15 — helps participants to develop leadership skills; learn how to develop a babysitting business, keep themselves and others safe and help children behave; and learn about basic childcare and basic first aid.

The Babysitter's Training program is available in two formats: classroom (instructor-led) and online.

RESOURCES FOR RED CROSS TRAINING PROVIDERS

Live demonstrations and overview sessions are regularly scheduled and hosted by the Implementation Team. To attend a session, contact your sales representative for registration instructions.

The Red Cross Learning Center (RCLC)

The Red Cross Learning Center (www.redcrosslearningcenter.org) supports the American Red Cross Training Services programs with the functionality to administer, track, report, and deliver training as well as maintain certification data. It is the learning management system (LMS) of the Red Cross and houses content used by students, instructors and third-party administrative provider contacts. Users will be able to access different resources and functionality based on their profile and roles (student, instructor, contract administrator).

Use the “Forgot Password” link on the Login page to reset or create a new password. Also see [Logging In for the First Time](#). Once logged in, launch the [Partner Portal Overview](#) or the [Instructor Portal Overview](#) for a brief orientation to the Learning Center.

RCLC Access for Students, Instructors or Administrators:

Students (non-instructors) taking online-only or blended learning courses will use the Red Cross Learning Center—Student Portal to:

- Access and launch online courses.
- Access relevant digital course materials.
- View their certifications.
- Link to the Red Cross store to purchase course materials and supplies.
- Learn more about the science behind the course content.
- Learn about other opportunities such as becoming an instructor.
- Get help from the Training Support Center.

The Instructor Portal can be used to:

- Manage classes you are teaching.
- View and print student certificates for all classes reported.
- Access the Red Cross store to purchase materials and supplies.
- Access instructor resources and course materials, including instructor manuals, videos and course presentations.
- Participate in the Forum to network with other instructors.
- Read the latest news from Red Cross.
- Chat or submit a case to the Training Support Center.

The Partner Portal includes everything that the Instructor Portal has, plus the ability to:

- Set up, manage and report classes on behalf of affiliated instructors.
- Manage instructors.
- View and print lists of all students certified through the provider organization.
- Post and list classes to the public on the Red Cross website (RCO).

- Report summary numbers for Centennial Campaign (for participating organizations).
- Register as a Learn-To-Swim facility.
- Read the latest news from Red Cross.
- Chat or submit a case to the Training Support Center

If you or your instructors do not have the correct level of access, please contact the Training Support Center via chat, email or dial 1-800-RED-CROSS.

Reporting and Setting Up Classes

There are a few ways to set up and report classes. Log in and access through the red buttons that appear on the right side of the homepage. Instructors will see Course Record Entry and Request Blended Class. Administrators will additionally see Request Online Class and List Class on RCO.

Processing Instructor Led Classes

To process an Instructor-Led course that has already been completed and taught in-person, or to report the completion of a blended learning in-person session by a student who took an online session, use the option for [Course Record Entry](#).



Setting Up and Delivering Blended Learning Courses

There are several ways to deliver Blended Learning courses.

- [Request Online Class](#): Account administrators receive a registration link after they set up the online portion of a course. Only students with access to the link will be able to register for the online portion. Administrations must determine how many seats are needed for the online portion at the time of set up and it must be set up prior to conducting the in-person skill session. The Administrator is able to see student completion status. Students must complete the online portion prior to the in-person skill session. After completing the in-person skill session, instructors or administrators report via course record entry.
- [Request Blended Class](#): In this method, set a specific number of online access vouchers. The learners will need to complete the online training by a set date and attend a skills session that is set up in advance in the Red Cross Learning Center. The Instructor will be able to see student's online completion and progress. Once the class is complete, instructors and administrators must report student evaluations and close the class for students to receive certificates. If a student does not attend the skill session, they will need to be re-enrolled in a new class. Note: The student's progress will reset if they enroll in a new blended learning class.

Instructor & Instructor Trainer Updates, Recertification and Bridging

To view current instructor credentials, login to the Red Cross Learning Center and navigate to the “My Certification” tab in the top menu. To ensure all requirements for Recertification and Program Updates are met, navigate to the “Instructor Lifecycle” tab.

Instructor and IT bridging are expedited instructor and IT certification options that recognize an individual’s past certification and experience – either with the Red Cross or other national training organizations. Bridging allows for Red Cross certification without the need to attend a full instructor course. Most instructor and IT bridge courses are online and are free to eligible instructor or IT candidates.

Individuals who qualify for and complete an instructor or IT bridge will be granted the same instructor or IT certification as an individual who completed the full instructor course for the program. For additional information on bridging, including eligibility requirements, go to the “Instructor Lifecycle” tab and select “Bridging to Become an Instructor.”

eNewsletters

The *iConnection* newsletter is a monthly email sent to Red Cross instructors and instructor trainers to help them deliver Red Cross training programs. *iConnection* articles cover program updates and enhancements, answers to frequently asked questions related to content within Red Cross programs, and information on enhancements to instructor tools and resources.

To receive the *iConnection* newsletter, instructors and instructor trainers are required to maintain a current profile and email address in the Red Cross Learning Center.

We offer two additional monthly eNewsletters for customers:

- The Scan: Sent to all Red Cross aquatics customers who opt into receiving information from the Red Cross. This eNewsletter covers Lifeguarding and Learn-to-Swim programs as well features about lifesaving heroics, products to be used poolside and opportunities/events outside of a pool environment. To sign up, click [here](#).
- News & Resources: Sent to workplace and healthcare customers who opt in to receiving information from the Red Cross. This eNewsletter covers updates to course information for First Aid/CPR/AED and BLS/ALS/PALS, among other programs. It also features lifesaving heroics, a product-of-the-month, and events relevant to these customers such as trade shows. To sign up, click [here](#).

Training Support Center

The Training Support Center (TSC) is available to assist Training Providers with program inquiries, course record entry, billing inquiries, and other support functions for administrators, instructors, and instructor trainers. TSC representatives are available through the “Click to Chat” or “Create a Support Case” functionality on the Red Cross Learning Center (www.redcrosslearningcenter.org) “Questions” page, by e-mail at support@redcrosstraining.org, or by phone at 1-800-RED-CROSS.

The hours of operation for the TSC are:

Monday—Friday from 8:30 a.m. to 9 p.m. ET and Saturday from 8:30 a.m. to 5 p.m. ET

For a more in-depth overview and to ask questions live with our Onboarding Team, join one of the FREE orientations. Find a list of upcoming sessions and register on the homepage of RCLC in the Quick Actions & Links section.

Red Cross Store

The Red Cross Store is an online store offering a variety of training supplies and products, including:

- Training program materials such as instructor and participant manuals, textbooks, and DVDs.
- Training supplies including CPR manikins, AED training devices, breathing barriers and pocket masks.

For more information, visit the Red Cross Store at www.redcross.org/store or link to it from the Red Cross Learning Center at www.redcrosslearningcenter.org.

INSTRUCTORS AND INSTRUCTOR TRAINERS

Instructor Certification

Certification occurs when a candidate successfully completes the instructor course or the instructor bridge course (if qualified) and is issued an instructor certification indicating that all requirements have been met on that date.

Before an instructor can teach and gain access to the Red Cross Learning Center—Instructor Portal, s/he must be affiliated with a Training Provider. Once certified, an instructor may provide training based upon the affiliation with the Training Provider and the Training Provider’s agreement with the Red Cross.

Instructor Courses

Red Cross instructor courses are in a blended learning format featuring an online introduction to the instructor course and an in-person portion. Instructor courses train individuals to be able to teach the course(s) within a specific program. The online portion typically includes a review of the Red Cross mission and services, an overview of the training program and materials, and an introduction to the tools and resources available to instructors. Candidates must complete the online introduction before attending the first session of the in-person instructor course.

The in-person portion is led by a certified Red Cross Instructor Trainer (IT) in the specific program area. It

includes a pre-course skills assessment, a review of the training program and materials, and features one or more practice-teaching assignments. This allows instructor candidates the opportunity to practice the sections they will be teaching.

Individuals who successfully complete the instructor course will be granted a Red Cross Instructor certification permitting them to teach the course or courses within the training program area for a specific period of time, which is usually two years. Newly certified instructors must affiliate with a Training Provider in order to teach Red Cross courses and submit training records.

The specific prerequisites and details for instructor courses vary by training program. For information on instructor courses, visit the Red Cross Learning Center at www.redcrosslearningcenter.org (no login required).

To register for an instructor course, interested candidates can search for a class by location on the Red Cross website <https://www.redcross.org/take-a-class> or call 1-800-RED-CROSS.

The Red Cross offers organizations “Full Service” instructor courses in which a Red Cross Instructor Trainer delivers the course on-site to multiple candidates. For information on scheduling an instructor course at your location, contact your sales representative.

Instructor Trainers

Instructor Trainers are individuals certified to teach Red Cross instructor courses which certify new instructors. Similar to instructor requirements, in order for an instructor trainer (IT) to be able to teach instructor courses, the IT must:

- Successfully complete an instructor trainer course in each of the courses you wish to teach.
- Be affiliated with a Training Provider’s RCLC account—whether as an employee, volunteer, or independent contractor—with an active LTP Agreement with the Red Cross
- Agree to the Instructor Trainer Agreement.

Instructor and Instructor Trainer (IT) Agreement

All Red Cross instructors and instructor trainers (IT) are required to review and agree to the [Instructor Agreement](#) as part of the certification and recertification process. It outlines an instructor’s obligations in the conduct of Red Cross courses. Certified instructors and ITs can access and view the *Instructor Agreement* on the Red Cross Learning Center.

Instructor Get Started Guide

The [Instructor Get Started Guide](#) is a resource for newly certified Red Cross instructors detailing the key initial steps that an instructor needs to complete to begin teaching Red Cross programs based on their new Instructor certification. The *Instructor Get Started Guide* can be found under Resources>Administrative Information in the Red Cross Learning Center.

Instructor Trainer Academies

Instructor Trainer Academies are training courses where candidates achieve their IT certification by participating and successfully completing a training program led by a Red Cross Instructor Trainer Educator. IT Academy curriculum is focused on providing the IT candidates with the knowledge, skills and familiarity with the Red Cross training program area so the IT can train new instructors in:

- Skill, expertise and mastery in the training program area,
- Facilitation and classroom management, and
- Understanding of Red Cross training tools, resources, and processes.

IT Academies are available for the First Aid/CPR/AED, Lifeguarding, and Water Safety programs. To attend an IT Academy, interested individuals must meet the qualifications and are required to complete an online application that includes providing details of the individual's teaching experience to-date and information on the IT candidates' interest in becoming an IT. Once the application is submitted, the IT Academy Administrative Coordinator reviews the application and contacts approved IT candidates with the steps to register for an IT academy.

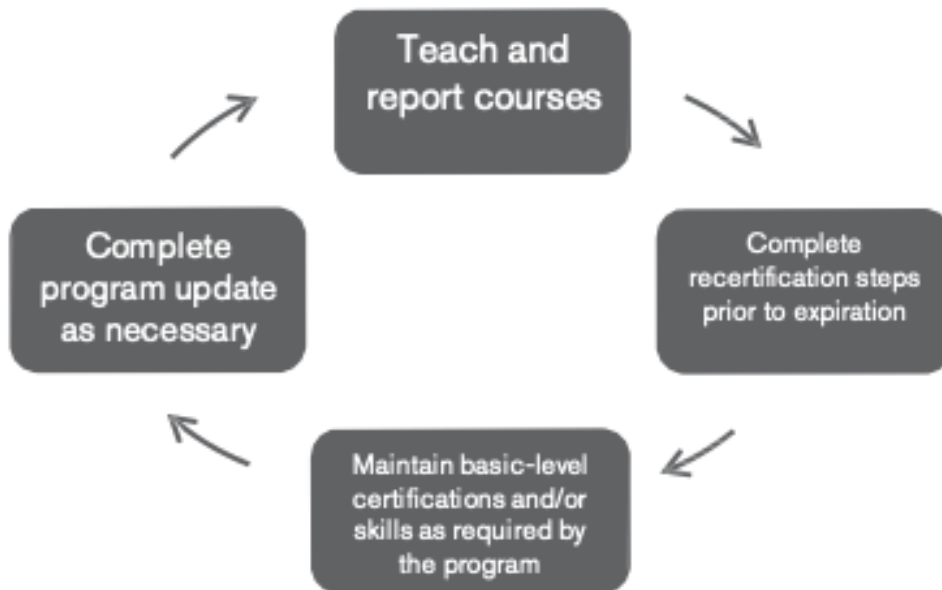
The nationwide IT Academy schedule and the specific requirements and process to apply to attend are available in the Instructor Lifecycle section on the Red Cross Learning Center.

The Red Cross is always interested in working with organizations that would like to host an aquatic Instructor Trainer Academy at their facility. Program facility needs and requirements depend on the specific program area. Potential host facilities for aquatic Academies can complete the "Host IT Academy" application form located in the Instructor Trainer Candidates page under the Instructor Lifecycle section of the Red Cross Learning Center. <https://www.redcrosslearningcenter.org/s/instructor-trainer-candidates>

Maintaining Instructor and Instructor Trainer Certification

Requirements to maintain instructor and IT certification varies by training program. However, requirements typically include maintaining a basic-level certification in the program area, teaching a minimum number of class during the two-year certification period, completing an online recertification assessment or – depending on the program area – an in-person review course, and completing any instructor/IT update course as required by the Red Cross following a program update. Online Instructor/IT recertification assessments and updates are typically available at no cost during the update period.

A visual of the typical instructor or instructor trainer lifecycle is provided below.



For more information on the instructor lifecycle and maintaining certification requirements, instructors and ITs should review the program Instructor Bulletin, instructor’s manual, and instructor trainer’s guide and should review the contents of the Instructor Lifecycle section of the Red Cross Learning Center.

Quality Assurance

The Red Cross is the leader in quality health and safety training. It maintains this status by ensuring instructors and instructor trainers have the tools, resources and information to allow them to adhere to Red Cross training standards. The purpose of the Quality Assurance program is to maintain the integrity of Red Cross training programs and ensure compliance by Training Providers and instructors with all Red Cross training standards and requirements, including those set forth in the LTP Agreement, the Instructor Agreement, and this Guide.

Quality Assurance has the right to fully review and take remedial measures for any classes that do not meet Red Cross standards, whether as a response to a reported concern or as a proactive measure to ensure quality. Among other measures, Quality Assurance may permanently or temporarily suspend the right of instructors and Training Providers to conduct courses, and to upload course records into the Red Cross Learning Center. Quality Assurance may terminate an instructor's training certification when the Red Cross has lost confidence in that instructor's ability to deliver courses in conformity with our standards and requirements, including those set forth in the Instructor Agreement.

Training Providers and instructors have the duty to cooperate in any inquiry or investigation undertaken by Red Cross Quality Assurance. They have a duty to furnish accurate and timely information, and provide Quality Assurance timely access to facilities, personnel, and records that are relevant to training activities, all upon the Red Cross's request. Training Providers and instructors are forbidden to retaliate against any person who raises concerns with the Red Cross about the quality of training delivered by them.

Any Quality Assurance questions or concerns should be addressed to qualityassurance@redcross.org

AWARDS AND ALLIANCES

American Red Cross Scientific Advisory Council

The American Red Cross Scientific Advisory Council is an independent panel of nationally recognized health and safety experts that helps establish the standard in first aid care and water safety. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response, and disaster mobilization, the Council advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and water safety.

More information on the Scientific Advisory Council including scientific advisory statements and from the Council's bi-annual proceedings is available on the Red Cross Learning Center Science page or at www.redcross.org/science.

OSHA Alliance

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries, and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance, and access to training resources on health and safety topics including emergency preparedness, disease prevention, and first aid in the workplace.

More information about the alliance is available on the OSHA National Alliances website: https://www.osha.gov/dcsp/alliances/red_cross/red_cross.html.

Lifesaving Awards

The Red Cross Lifesaving Award program began in 1911. The Red Cross believes everyone that helps save a life should be recognized and therefore the current program includes several types of awards. Over the years, the continued focus on lifesaving has provided the platform to grow this program to include:

The Certificate of Merit Award

The highest award given by the American Red Cross to an individual or team of individuals who save or sustain a life using skills and knowledge learned in a Red Cross Training Services course. This action exemplifies the highest degree of concern of one human being for another in distress. Certificate of Merit award is signed by the President of the United States, who is the Honorary Chairman of the American Red Cross, and the Chairman of the American Red Cross.

The Lifesaving Award (for Professional Responder and Healthcare Providers)

Given to an individual or team of individuals who saves or sustains a life outside of a medical setting and had an obligation to respond as part of employment (e.g., on-duty lifeguards; police, fire, and EMS personnel responding to a 9-1-1 call; professional health care workers). The certificate is signed by the Chairman of the American Red Cross and the President and CEO of the American Red Cross.

The Certificate of Extraordinary Personal Action

Awarded to individuals who step up in an emergency and help to save or sustain a life. The awardees exemplify the mission of the Red Cross to prevent and alleviate human suffering in the face of emergencies and are commended for their willingness to help others in distress. This award is given to individuals who are not Red Cross or are unable to provide evidence of Red Cross training.

The Instructor Lifesaving Award

One of the highest awards given by American Red Cross Training Services to instructors who taught an individual who used skills to save or sustain a life.

More information, including a nomination form for Red Cross Lifesaving Awards, can be found at www.LifesavingAwards.org.

MARKETING & BRAND GUIDELINES

American Red Cross Training Provider and Water Safety Instructor® Graphic Guidelines

We are pleased to offer Red Cross Training Providers the following graphics to use in your marketing materials:



Graphic and Wordmark Usage

The Red Cross has established graphic standards and guidelines for the use of these Red Cross Training Provider and Water Safety Instructor® graphics which Red Cross Training Providers must comply with all instances.

Training Providers may create their own marketing assets to promote training offerings. These assets may use any of the approved Training Provider and Water Safety Instructor graphics. A clear space equal to the size of the red bar/stripe must surround the graphic in all directions.

The Red Cross may also create and distribute marketing materials specifically for use by Training Providers.

Training Providers may use these assets to promote training offerings. These assets shall not be changed or altered in any way except in designated sections.

The terms “Water Safety Instructor” and “WSI” are trademarks of the Red Cross and must be used in conjunction with the words American Red Cross or Red Cross. Training Providers may use these terms to promote and advertise that they offer Red Cross courses. It is preferred that the trademark symbol for any of the terms indicated below is used in a header or title/headline. If it is not possible to use in a header or title/headline, the trademark symbol should be used upon first use in the body copy text of any of these terms as follows:

American Red Cross Water Safety Instructor™

American Red Cross WSI™

Red Cross Water Safety Instructor™

Red Cross WSI™

The graphics and wordmarks may not be altered in any way.

Subject to the license terms in their *Licensed Training Provider Agreement*, the terms in this document, and additional terms provided by the Red Cross in association with the download of approved logos and other marketing materials (collectively, the “Terms”), Training Providers may obtain downloadable files with approved graphics and branded marketing materials to promote and advertise that they offer Red Cross courses.

Usage – Approved

The following uses of the Red Cross name, Training Provider graphics, Water Safety Instructor graphics and Water Safety Instructor wordmarks by Training Providers are permitted subject to the Terms:

- Websites, web properties and social media pages of Training Providers to promote classes, including in streamed advertising videos.
- Brochures, flyers and promotional materials for Training Providers to post, email and make available in printed format in their location.
- Brochures, flyers and promotional materials developed by Training Providers, using an approved Training Provider graphic, an approved Water Safety Instructor graphic or use of the name American Red Cross, subject to our Brand Standards and the Terms.

All other uses must be approved in writing, in advance, by the Red Cross. Requests must be made via email sent to trainingsvcsmkting@redcross.org.

Usage — Prior Written Approval Required

The following uses of the Red Cross name and logo and Training Provider graphics, Water Safety Instructor graphics and Water Safety Instructor wordmarks require prior written approval in each instance:

- Paid advertising, including, but not limited to, print, digital, TV, and social media.
- Promotional items Training Providers develop such as apparel, hats, pins, cups, bottles, recognition plaques, etc. However, Training Providers may purchase promotional items from the Red Cross at redcrossstore.org without prior written approval.

Usage — Prohibited

The following uses of the Red Cross name and logo, the Training Provider graphics, the Water Safety Instructor graphics and Water Safety Instructor wordmarks are prohibited **in all instances** (Unauthorized Uses”):

- Altered versions of the Training Provider graphic or Water Safety Instructor graphics.
- Altered versions of marketing materials created by the Red Cross.
- Unauthorized versions of the Red Cross logo created by Training Providers or obtained in any manner other than by digital download directly from the Red Cross, unless the Red Cross expressly authorizes otherwise.
- Use of Red Cross logo on uniforms designed by Training Provider, with or without Training Provider’s logo.
- Registration of any Internet domain name or subdomain using the phrases American Red Cross or Red Cross.
- Hashtags using Red Cross or American Red Cross or other terms intended to reference Red Cross (such as ARC or RC), except as have been expressly authorized by Red Cross. NOTE: Use of the Red Cross handle on social media channels is permitted.
- Keyword search term advertising using Red Cross, American Red Cross or other terms intended to reference Red Cross (such as ARC or RC).
- Combination of the Red Cross name and/or logo with any other logo, slogan, statement.
- Presentation of the Red Cross name and/or logo in a way that causes confusion as to affiliation, endorsement or is otherwise misleading.
- Any use of the Red Cross name and/or logo after suspension or termination of one’s LTP Agreement.
- Use of the wordmarks “Water Safety Instructor” or “WSI” without use of the trademark symbol on first use in body copy.

- Use of the wordmarks “Water Safety Instructor” or “WSI” without their being preceded by the words “American Red Cross” or “Red Cross.”

The Red Cross **name** only as well as Water Safety Instructor or WSI wordmarks may be used on business cards and letterhead in conjunction with one of the statements set forth above. Neither the Red Cross **logo** nor the Training Provider or Water Safety Instructor **graphics** may be used on business cards and letterhead.

Usage Examples

These examples and recommendations are being offered to Training Providers so that the public can distinguish what is American Red Cross training and what is not.

For Training Providers That Teach Only Red Cross Programs

- The words “American Red Cross” should appear before every Red Cross course name.
- All Training Providers should use the course description provided by the Red Cross in the Water Safety Instructor fact sheet that can be found on the Red Cross Learning Center.

We encourage but do not require the use of the phrase “Proud Provider of Red Cross Training” as well as use of one or both of the Water Safety Instructor Training graphics seen in this guide on Training Provider websites and in marketing materials for Red Cross courses and/or the Training Provider’s Red Cross programs in general.

We encourage but do not require the use of the phrase “Proud Provider of Red Cross Training” as well as use of one or both of the Water Safety Instructor Training graphics seen in this guide on Training Provider websites and in marketing materials for Red Cross courses and/or the Training Provider’s Red Cross programs in general.

For Training Providers That Teach Both Red Cross and Other Programs

- The words “American Red Cross” should appear before every Red Cross course name.
- Use the course description provided by the Red Cross in the Water Safety Instructor fact sheet that can be found on the Red Cross Learning Center.
- We encourage use of the “Proud Provider of Red Cross Training” graphic on course pages mentioning Red Cross training. Placement of any phrases or graphics need to be associated only with the Red Cross courses.
- We also encourage, but do not require, the use of one or both of the Water Safety Instructor Training and/or the “Proud Provider of Red Cross Training” graphics seen in this guide on Training Provider websites and in marketing materials related to Red Cross courses specifically.

Copyright Permission Requests

American Red Cross materials are proprietary and subject to copyright protection. Training Providers and Certified Instructors must take care to use Red Cross training materials only as authorized, and to protect those materials from unauthorized use, copying, or distribution. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Training Providers are not authorized to edit or modify any American Red Cross material without permission and must not remove any copyright notices from them. Further, you may not create derivative works of any American Red Cross material except as expressly permitted under your *Licensed Training Provider Agreement*. Under clearly defined criteria, the American Red Cross may grant permission to use text, photographs, illustrations and audiovisual material from the American Red Cross.

Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Licensed Training Provider Agreement*. Training providers and certified instructors who have questions should contact their sales representatives or the Training Support Center.

Translations into Other Languages

The translation of American Red Cross materials into another language requires prior written approval from American Red Cross. Additional requirements may also apply.

Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services, or provide program support for instructors, companies, agencies, or organizations that are not within the jurisdiction of the United States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. This includes accessing online only training.

ADDITIONAL PRODUCTS AND SERVICES

Automated External Defibrillators (AEDs)

The Consensus on Science and Treatment Recommendations for CPR and Emergency Cardiovascular Care (ECC) agrees that Sudden Cardiac Arrest can be treated most effectively by a combination of CPR and defibrillation. Along with providing comprehensive training on how to use an AED, the Red Cross contracts with leading manufacturers to help your organization obtain the devices you need to keep your workplaces, schools, and facilities safe. Contact your sales representative for current AED offers.

Aquatic Examiner Service

The Aquatic Examiner Service (AES) Program is designed to:

- Develop goals to improve operations, training, and performance.
- Increase lifeguard accountability, attention to safety, professionalism, and pride.
- Reinforce and strengthen the lifeguard's emergency response skills.
- Maintain high lifeguarding operational standards.

The AES program starts with a Red Cross examiner conducting an in-depth facility tour to understand your safety and lifeguarding operations. You'll then receive a comprehensive, objective evaluation based on American Red Cross Lifeguarding program standards. As a follow-up, unannounced site visits will evaluate on-the-job lifeguard performance including surveillance and rescue skills.

For more information and to request a quote, visit [redcross.org/aquaticexaminer](https://www.redcross.org/aquaticexaminer).

Emergency and First Aid Kits

In addition to training program materials, equipment and supplies, the Red Cross Store provides a variety of emergency and First Aid kits perfect for your workplace, for your home, or on the go. From car First Aid kits to bleeding control kits to ANSI-compliant emergency cabinets, the Red Cross Store can provide the emergency response equipment you need.

Visit <https://www.redcross.org/store> to browse our emergency and first aid products

Red Cross Mobile Apps

Put expert advice in the hands of employees, instructors and individuals with the Red Cross suite of free mobile apps. These apps can be downloaded from iTunes or Google Play.

First Aid App

Simple step-by-step instructions guide you through everyday first aid scenarios. The app is fully integrated with 9-1-1 and can call EMS at any time. Videos and animations make learning first aid fun and easy. The content is preloaded, giving you instant access to safety information at any time, even without reception or an Internet connection. View app user and lifesaving award stories, find a hospital near you, and easily find and sign up for a training class. You can even login to view digital certificates and receive reminders to certify (if you took a blended learning or online course on the Red Cross Learning Center). Ahora disponible en español. Download from iTunes or Google Play or text “GETFIRST” to 90999.

Pet First Aid App

Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. With videos, interactive quizzes, and simple step-by-step advice it's never been easier to know Pet First Aid. Respond to pet emergencies with size specific CPR techniques and locate your nearest emergency vet hospital or pet-friendly hotels. You can customize multiple pet profiles and set veterinary appointments. Interactive quizzes allow you to earn badges that you can share with your friends. Download from iTunes or Google Play or text “GETPET” to 90999.

Blood App

Find nearby Red Cross blood drives, schedule appointments, follow your blood journey from donation to delivery. Download from iTunes or Google Play or text “BLOODAPP” to 90999.

Hero Care App

Whether you're the parent of a child joining the military or a family member of the military/veteran communities, Hero Care will connect you to important resources that can help you through both emergency and non-emergency situations. Ahora disponible en español. Download from iTunes or Google Play or text “GETHEROCARE” to 90999.

Emergency App

Monitor more than 35 different severe weather and emergency alerts, to help keep you and your loved ones' safe. Ahora disponible en español. Download from iTunes or Google Play or text “GETEMERGENCY” to 90999.

Swim App

The Swim app helps the entire family by focusing on water competency which involves a combination of being water smart, having water safety and survival skills, and knowing what to do in a water emergency. This app teaches users the layers of protection to prevent drowning and about risks around water at home, in lakes, rivers and oceans, as well as in risky situations. You can learn water safety and drowning prevention through videos and quizzes, learn how to choose a quality swim lesson program, track water skills your young swimmer completes, and share badges when mastering knowledge and/or skills. Download from iTunes or Google Play or text "SWIM" to 90999.