



**TOWN MEETING AGENDA
OCTOBER 20, 2022**

- 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 September 15, 2022 Town Council Meeting.

Approval of the minutes of the October 3, 2022, Informational Work Session.
- VI. **Special Presentation** – Ladies of Charity – Food Pantry Rebuild

View a special video provided by Ladies of Charity linked [here](#).
- VII. **Petitions and Communications**
 - A. Town Administrator’s Report
 - B. Operations Manager Report
 - C. Public Works Administrators Report
 - D. Water Reclamation Treatment Plant Report
 - E. Code Enforcement Report
 - F. Town Treasurer’s Report
 - G. Town Engineer’s Report



H. Deputy's Report

I. North Beach Volunteer Fire Department

J. Mayor's Report

VIII. Resolutions & Ordinances

A. Vote on Resolution R-22-1, a resolution of the Town Council of Chesapeake Beach terminating the concessionaire agreement with Fishing Creek Landings (Rod N Reel Marina West).

B. Introduce Ordinance O-22-12, an ordinance of the Town Council of Chesapeake Beach, Maryland amending Chapter 290 of the Zoning Ordinance. **Set Public Hearing.**

IX. Report of Officers, Boards and Committees

A. Planning & Zoning Commission – Cindy Greengold

B. Board of Appeals – No hearing held.

C. Chesapeake Beach Oyster Cultivation Society – Sue Alexander

D. Climate Change Advisory Group – Larry Jaworski

E. Economic Development Committee – Larry Jaworski

F. Green Team – Valerie Beaudin

G. Kellam's Revitalization Committee – Greg Morris

H. Twin Beaches Opioid Abuse Awareness Coalition – Keith Pardieck

I. Walkable Community Advisory Group – Charles Fink

X. Unfinished Business



XI. New Business

1. Town Council to consider awarding a contract to Blue Earth for \$75,393.60 from the Chesapeake Beach Water Reclamation Treatment Plant FY23 Capital Improvements line item.

XII. Public Comment

XIII. Council Lightning Round

XIV. Adjournment



**MINUTES OF THE
TOWN COUNCIL MEETING
SEPTEMBER 15, 2022**

I. Patrick J. Mahoney, Mayor, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie Beaudin, L. Charles Fink, Lawrence P. Jaworski, Margaret P. Hartman, Gregory J. Morris, and Keith L. Pardieck, Council Members, Sharon L. Humm, Town Clerk, Todd Pounds, Town Attorney, Brittany Moran, Town Treasurer, James Berry, Public Works Manager, Wayne Newton, Acting Town Engineer, Josh Stinnett, WRTP Manager and Sergeant Shrawder. Absent was Holly Wahl, Town Administrator, Carla Richard, Operations Manager, and Dennis Burger, Code Enforcement Officer.

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

III. Approve the Agenda.

MOTION: Councilwoman Beaudin moved to approve the agenda.
Seconded by Councilman Pardieck, all in favor.

IV. Public comment on any item on the agenda. None Received.

V. Approval of the minutes of the July 21, 2022 Town Council Meeting.

MOTION: Councilman Jaworski moved to approve the minutes of the July 21, 2022 Town Council meeting. Seconded by Councilwoman Hartman, all in favor.

Approval of the minutes of the August 29, 2022 Informational Work Session.

MOTION: Councilman Pardieck moved to approve the minutes of the August 29, 2022 Informational Work Session. Seconded by Councilwoman Beaudin, all in favor.

Approval of the minutes of the August 29, 2022 Closed Session.

MOTION: Councilwoman Hartman moved to approve the minutes of the August 29, 2022 Closed Session. Seconded by Councilwoman Beaudin, all in favor.

VI. Special Presentation –Proclamation -Suicide Prevention Awareness Month – Councilman Pardieck read into the record a Proclamation of the Chesapeake Beach Mayor and Town Council proclaiming September in Chesapeake Beach as Suicide Prevention Awareness month. Councilman

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Pardieck commented that the number 988 is the national suicide and crisis lifeline, which was established in July of this year, available for anyone having a crisis, thoughts of suicide, mental health issues, or struggling with addiction and need help. Calvert County also has a crisis response line at 1-877-467-5628.

VII. Petitions and Communications –

- A. Town Administrator’s Report** – Ms. Wahl submitted the attached written report but was not present.
- B. Operations Manager Report** – Ms. Richard submitted the attached written report but was not present.
- C. Public Works Report** – Mr. Berry submitted the attached written report and addressed questions from the Council on report items. Councilman Fink inquired about the punch list for the Heritage, and Councilman Jaworski asked if anything could be done about the overgrown vegetation located in the vicinity of the firehouse which is interfering with line of site as apparatus exists the parking lot.
- D. Water Reclamation Treatment Plant Report** – Mr. Stinnett submitted the attached written report and was present to address the Council. Mr. Stinnett briefed the Council on a number of report items. Council applauded Mr. Stinnett on his thorough report.
- E. Code Enforcement Report** – The attached written report was submitted.
- F. Town Treasurer’s Report** – No report.
- G. Town Engineer Report** – Mr. Newton submitted the attached written report and was present to brief the Council on report items. Mr. Newton reported he is working with Mr. Stinnett on a headworks upgrade concept plan to create an RFP for design work and then put out to bid. He updated the Council on the 261 sidewalks and Kellam’s redevelopment plan.
- H. Deputy’s Report** – Sergeant Shrawder submitted the attached written report and was present to address the Council. Councilman Pardieck asked the Sergeant to brief the Council on the speeding issue at C Street, between Mears and 17th Street. On another note, the Mayor gave praise to our First Responders, thanked them for their service, and stated the Town feels safe under their watch.
- I. North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman Jaworski stated the Firehouse will be having an Open House on Sunday, October 2nd from 10 am to 2 pm and invited all to come out.
- J. Mayor’ Report** – The Mayor was happy to report another successful summer at the Water Park, with many compliments and accolades from the citizens. The Mayor announced Taste the
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Beaches will be Saturday, September 17th, and the Halloween Family Fun Night will be October 29th. The Mayor announced the opening of the Town's newest restaurant, Baia. He looks forward to going and encourages everyone to support this local business. As we move into the Fall/Winter season, anticipating getting back to normal, it is important for all of us to be healthy and keep healthy. So, he strongly encourages citizens to consider getting the new bivalent booster shot that is available now.

VIII. Resolutions & Ordinances: None

IX. Report of Officers, Boards and Committees:

- A. Planning & Zoning Commission** – Ms. Greengold submitted the attached written report.
- B. Board of Appeals** – A variance hearing was held on September 8, 2022.
- C. Chesapeake Beach Oyster Cultivation Society** – Ms. Alexander submitted the attached written report.
- D. Climate Change Advisory Committee** – Councilman Jaworski reported he participated in a virtual meeting of the MD Climate Leadership Academy Town Hall on September 12th discussing the recently enacted “Climate Solutions Now Act”. He also participated in the MD Coalition of Counties and Cities for Climate Action (MC4a). Councilman Jaworski joined in on a virtual meeting of the North Beach Stormwater Flood Mitigation Committee. Both towns are working together to keep each informed of their respective activities. North Beach was invited to join in on the September 1st Chesapeake Beach Coastal Resiliency Steering Committee meeting where the various ongoing efforts were discussed. Current schedule of activities includes, step 1) the flood risk assessment, which is now complete, step 2) documenting consequences of future flooding, step 3) assessment of infrastructure resiliency, step 4) assessment of solutions and strategies, step 5) recommendations for funding and budgeting, and step 6) project completion and plan approval, targeted for June 2023. Final note, he and Mr. Berry met with reps from MDOT and SHA regarding the flooding that occurred during a storm along Bayside Road/Route 261, in particular, the marsh area between Seagate and Horizons on the Bay. They will keep the Town posted on the progress of the study.
- E. Economic Development Committee** – Councilman Jaworski reported on September 12th he attended a virtual meeting of the Calvert County Economic Development Authority where they discussed various vacancies on the CCDEA and steps to fill those vacancies, issues associated with Calvert County Industrial Park, and the upcoming Maryland Economic Development Week which is scheduled for October 24th through the 28th. During the Calvert County Economic Development Advisory Commission meeting Jenny Plummer-Welker of Calvert County Planning & Zoning presented and discussed the County's revised Comprehensive Plan. She reported copies have been forwarded to the Town's Zoning Administrator and Ms. Wahl. Just as an FYI, the Bayways Crossing Feasibility study was approved and will move forward.

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The Naval Research Laboratory Chesapeake Bay Detachment Restoration Advisory Board had a meeting last evening and Councilman Morris gave a brief overview for the Council. Things are moving slow and little to no new information was provided at the meeting. Sampling/testing continues, and the Board is not scheduled to meet again until May of 2023. It was suggested the Town post on its website testing results/reports for the public's information. Final note, Taste the Beaches, September 17th, food and beverage vendors, community groups, arts & boutiques & wine and beer vendors will be there with live music all day. Come one, come all! Speaking of economic development, Councilwoman Hartman took the opportunity to share with the Council a most interesting article she found relating to a rail trail that is being built which will stretch across the United States, and the huge amount of revenue that is estimated to be generated. Just something to consider for our town and county. Councilman Jaworski stated he would mention this to the county.

- F. Green Team Committee** – Councilwoman Beaudin submitted the attached written report. Councilwoman Beaudin reported upcoming events include Paddle & Pathway pickup, October 1st from 9 am to 12 noon, Bayfront Park garden planting, October 3rd, and a date has been set for a talk by Kerry Wixted on Invasives, scheduled for March 4, 2023 at the Northeast Community Center. Councilwoman Beaudin commented that Brian Stupak of the Maryland Forest Service spoke to the Team about the Tree City USA program and on another program called “Tree Solutions Now”, where the goal is to plant overtime, beyond what are normally planted by the Forest service, five million trees in Maryland. The Town can apply to this program for funding of Town projects. The Team's next meeting is scheduled for September 22nd.
- G. Kellam's Revitalization Committee** – Councilman Morris stated he is excited and looks forward to reviewing and discussing the draft Phase 1 master plan for Kellam's redevelopment as provided by the Town Engineer. Councilman Fink wanted to add the work done so far is fantastic, but he too has some ideas to share.
- H. Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck took the opportunity to thank all the committee members and collaborators who helped in organizing the Glow Vigil. Thank you to speakers Mayor Mahoney, Mayor Benton, Lauren Hunt, Erica Clark, Joe Davis, and Sandy Mattingly, who did the memorial reading of the names, along with the “exhibit of lost souls” at the Sunrise Garden. Thank you to resource providers, Calvert Alliance Against Substance Abuse, Calvert Behavioral Health, Calvert Crisis Mobile Team, and Emmanuel Church Celebrate Recovery, who provided information and resources for prevention and recovery. Also announced was the Overdose Awareness Sculpture Project.
- I. Walkable Community Advisory Group** – Councilman Fink commented the committee is quite frustrated at the pace of projects. A number of projects are on hold waiting for other things to take place before being able to move forward. On another note, referencing the article Councilwoman Hartman mentioned earlier, relating to hike and bike trails, it is actually a part of the walkability feasibility study.

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X. **Unfinished Business:** None.

XI. **New Business:**

1. Town Council to consider the purchase of a replacement clock on Route 260 from Electric Time in the amount of \$13,491.00 from the FY23 Capital improvements line item of the General Fund.

MOTION: Councilwoman Beaudin moved to approve the purchase of a replacement clock from Electric Time. Seconded by Councilman Jaworski.

Mr. Berry addressed the Council stating the clock that was presented at the work session is now not the clock he is recommending. After further consideration, Mr. Berry is recommending the Town go with option two of the proposal which would much more resemble what is currently there. There would be a price increase of \$2,900.

The Council voted on the revised option as presented with the price increase of \$2,900, all in favor.

2. Town Council to consider authorizing the Town Administrator to make the necessary repairs to the Water Tower Pump in an amount not to exceed \$60,000 from the Utility Fund Water Tower Line Item of the FY23 budget.

MOTION: Councilman Jaworski moved to approve authorizing the Town Administrator to make the necessary repairs to the water tower pump in an amount not to exceed \$60,000. Seconded by Councilwoman Hartman, all in favor.

2. Town Council to consider authorizing Town Administrator to move forward to make the necessary purchase of a multi-purpose vehicle in an amount not to exceed \$105,000 for a John Deere 310 SL backhoe and loader from the General Fund Capital Improvements line item.

MOTION: Councilman Pardieck moved to authorize the Town Administrator to make the necessary purchase of a multi-purpose vehicle in an amount not to exceed \$105,000. Seconded by Councilwoman Beaudin, all in favor.

3. Town Council to consider authorizing the Mayor to amend the Evergreen Disposal contract for trash services to provide Evergreen with the CPI increase effective September 1, 2022. The CPI index (12-month percentage change) is currently at 8.5% or \$46,170.30 annually.

MOTION: Councilwoman Beaudin moved to approve authorizing the Mayor to amend the Evergreen Disposal contract to provide Evergreen with the CPI increase effective September 1, 2022. Seconded by Councilwoman Hartman, all in favor.

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XII. Public comment was received by: None

XIII. Council Lightning Round:

1. Dr. Beaudin commented she looks forward to Taste the Beaches and encouraged everyone to come out to the Paddle & Pathway cleanup on October 1st.
2. Mr. Fink referenced the Taste the Beaches as having a loaded agenda with a loaded list of vendors, very impressive! Also encouraged everyone to get the new booster and to attend the Firehouse open house event on October 2nd.
3. Mr. Jaworski jokingly commented for all to mark their calendars for September 19th as it is National Talk Like a Pirate Day! Also was pleased to say that Taste the Beaches is on the front cover of the County Times newspaper! Get your copy!
4. Mr. Morris commented he is looking forward to 1) advancing the ARPA funds, 2) receiving the text amendments from the Planning Commission, and 3) looks to be great weather for Taste the Beaches, so come on out and enjoy the event!
5. Mr. Pardieck thanked the citizens that chose to attend tonight's meeting in person, great to see that. Also reminded everyone about the 988-suicide line available for anyone needing help and looks forward to seeing everyone at Taste the Beaches.
6. Ms. Hartman expressed congratulations to the water park for their "exceeds" audit, excellent job! She announced there will be a ribbon cutting in North Beach on Saturday at 10:30 am at the Wetlands Overlook park.

XIV. Adjournment

There being no further comments, the meeting adjourned at 8:30 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Beaudin, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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**MINUTES OF THE
TOWN COUNCIL INFORMATIONAL
WORK SESSION
OCTOBER 3, 2022**

- 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, and Gregory J. Morris, Council Members, Holly K. Wahl, Town Administrator, Todd Pounds, Town Attorney, Brittany Moran, Town Treasurer, James Berry, Public Works Manager, Wayne Newton, Acting Town Engineer, and Josh Stinnett, WRTP Superintendent. Absent was Keith L. Pardieck, Council member and Sharon L. Humm, Town Clerk.
- II.** **Pledge of Allegiance** – The Mayor led the Pledge of Allegiance.
- III.** **Informational discussion on the following items:**
1. Chesapeake Beach Water Reclamation Treatment Plant (CBWRTPP) Clarifier, Denitrification Filters, Mudwell, and Clearwell Covers – Ms. Wahl stated an RFP was released on August 9, 2022. Mandatory pre-bid meeting was held with only one bidder present. Due to a lack of response, it was reposted on September 7, 2022. A mandatory pre-bid was held with three bidders present, but only received one proposal, which was submitted by Johnston Construction Company. The filter covers are needed to address algae growth at the Plant to meet State requirements. The project is budgeted in the FY23 Capital Improvements line item and is a shared cost with the partners. Town staff has requested itemized pricing from the one responsive bidder and will be bringing a recommendation before Council at the upcoming Town meeting.
 2. Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Filter Cleaning – Ms. Wahl stated the Plant awarded a contract for the cleaning of Filter #1 which was completed in December 2019. Staff is requesting that the Town follow up with the cleaning process for #'s 2, 3, & 4 Filters along with Filter #1 again. The process would be done in 4 phases of 2 weeks each. Staff is recommending to award contract to Blue Earth in the amount of \$75,393.60 from the CBWRTP Capital Improvement budget. It was suggested that moving forward this could be a budgeted maintenance item opposed to a capital improvement item.
 3. Termination of the Concessionaire Agreement with Fishing Creek Landings (Rod N Reel Marina West) – Ms. Wahl stated the Town entered into an agreement in 1995 with Fishing Creek Landings Corp for the operation of the Town owned public boat ramps. In 2005, Rod n Reel, Inc. purchased the Fishing Creek Landings, taking over the operation by assignment in accordance with the provisions of the concession agreement. Presently, at an 80/20 split. The Town received from the concessionaire, by letter dated

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August 29, 2022, giving notice of termination of said concession agreement effective November 30, 2022. The Town is recommending Town Council accept the termination of said agreement and the Town operate the boat ramps entirely. Ms. Wahl addressed questions and concerns from the Town Council.

4. Planning & Zoning Commission Priority Text Amendments –

The Mayor first took the opportunity to express his appreciation to the members of the Planning Commission and Mr. Jakubiak for all the hard work and dedication that has gone into this. The Mayor then explained the process moving forward. The Council will review the eleven (11) text amendments tonight that has been recommended by the Commission. These amendments will come to the Council in form of an ordinance as part one of the process. The ordinance will be introduced at the October 20 Town Council meeting, a public hearing will be set for the November 17th meeting, and hopefully be voted on and adopted at that meeting. Next, a second ordinance will follow that will clean up the town code, specifically those that are referenced, ensuring consistency. The Mayor stated he plans to meet with each council member before introduction to make certain he has captured their concerns before bringing forth the ordinance.

The Mayor asked Mr. Jakubiak to briefly summarize each amendment, giving the Council the opportunity after each one to express thoughts, concerns, and present questions they might have, which Mr. Jakubiak addressed.

IV. Council Lightning Round –

1. Dr. Beaudin commended the Planning Commission on the quality of work and good reflection of what is in the Comprehensive Plan. Their level of effort, work, and detail is reflected.
2. Mr. Fink echoes his colleagues' comments. Overall, the work here is outstanding and represents a lot of blood, sweat and tears, so thank you to the Planning Commission.
3. Mr. Jaworski also echoed his colleagues' comments. Although, not in complete agreement with a number of things presented, the effort that went into this was absolutely amazing by a group of volunteers, and our professional, Mr. Jakubiak. On another note, thanks to all that came out to Taste the Beaches, and the Firehouse Open House that was scheduled for October 2nd has been rescheduled to October 9th. Look forward to seeing you.

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4. Mr. Morris stated public hearings held have spoken out loudly against development effecting small town, and changes to open space definitions, and feels these amendments have met these expectations, so he looks forward to moving this law.
5. Ms. Hartman echoed the abovementioned comments and happy to be at the point now of voting on them.

VI. Adjournment:

There being no further comments the meeting adjourned at 8:24 p.m. on a motion by Councilman Jaworski. Seconded by Councilwoman Beaudin, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk



LADIES OF CHARITY CALVERT COUNTY

PROSPECTUS FOR FOOD PANTRY REBUILD

Ladies of Charity Calvert County Organization

Our organization began in 1968 with the operation of a thrift shop in the church hall of St. Anthony's Catholic Church. About 30 years ago, the primary ministry became a Food Pantry. In 2019 we became an IRS-designated 501 (c) (3) non-profit charity. We are a volunteer organization with 98 members, governed by a 10 member Executive Committee.

Vision

Our vision is to address the needs of those in our community through both traditional ministries and innovative programs designed to meet the challenges of a changing population and uncertain resources.

Mission

The Ladies of Charity Calvert County strive to follow the example of Jesus Christ by serving those in need with compassion, respect, and humility. We work to relieve poverty in all its forms. Our ministries focus on the nutritional, financial, emotional, and spiritual needs of our neighbors and on outreach projects to our community.

Ministries

The Ladies of Charity Calvert County have been operating a Food Pantry at 8823 Dayton Avenue in North Beach for over 30 years. We distribute over 4000 pounds of food per week to clients. We are open 7 times per month. If clients need food outside of our posted opening hours, they may call the pantry phone to make other arrangements for pickup. In 2021, 3832 client families visited the pantry and received over 175,000 meals. Over 40 volunteers help with the weekly pantry openings. There is no income threshold to become a client. Clients are offered eggs, milk, fresh produce, meat, and non-perishable food at each visit.

The Food Pantry is our primary ministry, but we also provide emergency assistance, Holiday meals, school supplies and children's Christmas gifts to clients. In addition, we serve three other needy populations: food insecure children at Windy Hill Elementary and Middle Schools, the residents of Calvert Nursing Home, and the residents of the North Beach Senior Apartments.

Clients

We have over 500 registered clients. 93% of our clients come from Calvert County. 34% of client families have children under 18. 56% of client families with children are headed by a single mother or grandmother. 39% of our client families are headed by someone over 65.

Clients are served from their cars, where an order is taken on a tablet by a greeter and fulfilled by volunteers bringing food to the client cars. This outside operation began during COVID restrictions, but the clients tell us they like being served in their cars.

Client Feedback

We recently surveyed our clients to assess the overall impact of our services. One of many heartwarming comments received says it all: Ms. P – “The food pantry is wonderful all around. After I lost my job, someone told me about you. You help put food on the table on a weekly basis. You keep my family happy, so I am happy. You have helped me find other resources for oil heat and mortgage assistance. Everyone is nice. Gifts at Christmas are great. I tell everyone about you. “

Need to Rebuild the Food Pantry

Our 80 year-old Food Pantry building (a 2 story beach house converted to a food storage warehouse) has significant structural issues that require rebuilding. The volume of food we distribute weekly does not fit into the building. The second story is not accessible for the average 70 year-old female volunteer. The receiving capacity of the building is very limited for large food deliveries. We are distributing food from a trailer and a truck on the property, and we stage and store food at three other locations.

Proposed Rebuild Solution

Based on a tripling of our client population, we propose to double our square footage in an open concept replacement facility that is ADA compliant, and energy efficient. The building will have the capacity to receive, sort, pack and distribute the volume of food that we are, and will be, distributing in the future.

Our fundraising goal is \$1 million. In addition, we will seek in kind donations for elements such as paving, HVAC, roofing, electrical, and plumbing. We have already secured pro bono services for design and construction project management, site engineering and architectural drawings.

Sources of Funding

We will apply for grants from Government and Corporate organizations as well as the Catholic Church. We have received a grant from Kentucky Fried Chicken and have a grant commitment from Catholic Charities. We will also raise funds by approaching individual donors and businesses, then proceed with a public campaign in the community as well as campaigns at three local parishes.



Town Administrators Report – October 2022

I. REQUEST FOR PROPOSAL:

Water Reclamation Treatment Plant Launder Cover RFP: This RFP was re-issued on September 7, 2022, on eMaryland Marketplace Advantage eMMA. Town staff is still working with the responsive bidder to determine a recommendation for Town Council.

II. UPCOMING REQUESTS FOR PROPOSALS:

Safe Routes to School (SRTS) 100% design phase and construction drawing RFP: This RFP was sent to the State of MD SHA for approval. Once approved by the Office of Structures (OOS) the Town will be able to release the RFP for the 100% design.

Landscape and Snow Removal RFP: The general landscape and snow removal RFP is expected to be released in the next four weeks. The Green Team has provided a list of items they would like to see included in the contract; these items will be included for pricing and review by the Town Council.

Chesapeake Beach Water Park Software RFP: The Town plans to release an RFP in October for updated Customer Relationship Management (CRM) software that would integrate further with our accounting software.

Pocket Parks RFP: The Town plans to release a scope of work on pocket park improvements to receive proposals for Town Council review.

III. FEDERAL DREDGE PREPARATION:

U.S. Army Corps of Engineers (USACE): The USACE Baltimore District awarded a Contract for the **Fishing Creek Jetty Rehab and Maintenance Dredging, Calvert County, Maryland, [Notice ID W912DR22B0014](#)**. The scope includes the rehabilitation of the southern jetty at Fishing Creek to a height of 6 ft MLLW using a 1.5 to 3-ton capstone. The jetty rehabilitation will be segmented into three sections with a total length of approximately 1,000 ft; the focus of the work at this time is on sections 1, and 2 of the jetty wall.

There is no expected dredging to access the jetty wall as previously thought. This change will decrease dredging and thereby the amount of dredge yield the Town will need to accommodate at the Dredge Maintenance Placement (DMP) site. Town staff and the Town Engineer met with the Dredging contractor to discuss the DMP site where the yield will be placed at the Town-owned upland placement site. There are no concerns with capacity at the DMP site.

The maintenance dredging will occur of the Fishing Creek federal navigation channel between now and mid December. Approximately 22,000 cubic yards of material will be hydraulically dredged and transported via



Town Administrators Report – October 2022

pipeline to the existing upland site as the access channel dredged material. No earthwork berm repairs are needed, but the three existing weir boxes will need to be replaced at the current placement site.

All plans and documents are available for public view [here](#).

IV. INFRASTRUCTURE PROJECTS:

The sidewalk along RT 261 connecting Chesapeake Beach to North Beach along the east side of RT 261 between the firehouse and Seagate: The Town is working through the process to prepare for a feasibility study of this location per the priorities set by the Town Council.

The Chesapeake Beach Water Park 3-D modeling is also underway to address above-the-water line repairs to structures that contain the mechanical equipment of the park. This is expected to be before Town Council in the coming months.

V. HIGHLANDS SPECIAL TAX DISTRICT:

Highlands Public Sewer Connectivity Hearing: The Calvert County Commissioners are moving forward with the project and have agreed to utilize ARPA funding for the design phase of the project. A special tax district is established per the [request](#) of the Highlands Homeowners Association Inc. The timing provided by the County on this project is estimated at 2024-2025. Further updates will be provided as they are made available by the County.

VI. TOWN ASSETS:

- **Kellam's Field:** the Town continues to work through the permitting process with the Maryland Department of Environment (MDE) to install approximately 430' of 18" HDPE storm drain across the ball field. This will include the installation of a concrete precast storm drain inlet on the receiving south end. A rip rap channel will be discharging into a small sediment pond on the North end.
- **Bayfront Park:** Bayfront Park remains closed to the general public. The Park is open to Town guests, NBVFD, Twin Beach Deputies, and guests accompanying them. The Town worked with the Chesapeake Beach Green Team to place two sections of the old Fishing Creek bridge railings at the entrance of Bayfront Park.



Town Administrators Report – October 2022



Image of the railings placed at the entry of Bayfront Park

- **Public Boat Ramps:** The Town is working to update signage at the ramps to be sure that the public is aware that the ramps are owned by the Town and supported by the Maryland Department of Natural Resources and are free to access for all State of Maryland residents and the State of Maryland registered boat trailers. The Town is currently working to replace rotten boards at the public ramps a budgeted FY23 Capital expenditure.



Town Administrators Report – October 2022

VII. ECONOMIC DEVELOPMENT & EVENTS:

- **Halloween Family Fun Night:** Join the Mayor and Town Council on October 29th (Rain Date October 30th) at Kellam's field.

ADD TO CALENDAR!

SATURDAY, OCT 29
(RAIN DATE - SUNDAY, OCT 30TH)

THE TOWN OF CHESAPEAKE BEACH INVITES YOU TO A

Halloween Family Fun Night

5:00-6:30PM | TRICK OR TREATING WITH LOCAL VENDORS
5:30-6:30PM | LIVE MUSIC BY KENNEY HOLMES
6:30-8:30PM | MOVIE, HOTEL TRANSYLVANIA

CALVERT KETTLE POPCORN & RITA'S ITALIAN ICE
REFRESHMENTS PROVIDED BY THE TOWN! (WHILE SUPPLIES LAST)

FACEBOOK.COM/TOCBEVENTS



Town Administrators Report – October 2022

- **Light up the Town:** The Town has received the American Legion Post 206 American-themed Christmas tree, which is currently being built for placement in the 2022 Light up the Town Display. The Town replaced several non-native diseased Japanese black pines with American Holly trees in the center median of Route 260, which will be included in the Light up the Town display for 2022.





Town Administrators Report – October 2022

- **Taste the Beaches 2022 was a great success!** Thank you to Council Vice President Larry Jaworski for his leadership of the Economic Development Committee and the Taste the Beaches event and our partnering Town of North Beach for the Kick-Off event that was new to the Taste the Beaches this year. The Kick-Off event encouraged patrons to visit local restaurants the week leading up to the event. Here are some quick stats on the feedback received for the event.

Plans for the 2023 Taste the Beaches are still underway; stay tuned for details!



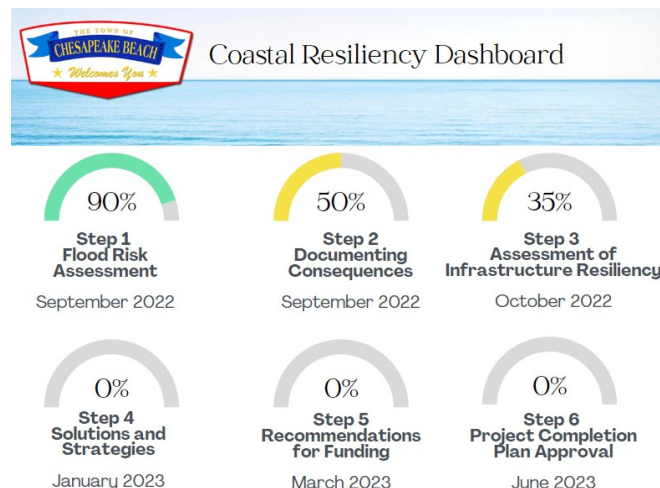


Town Administrators Report – October 2022

VIII. GRANTS:

1. **Two public meetings were held in June in coordination with the Town of Chesapeake Beach Walkable Community Advisory Group and Kellam's Field Revitalization Committee at the Chesapeake Beach Town Hall to discuss feedback received from the public on parks and walkability projects.** Information received will be used to devise a scope of work to complete the projects. To view the presentation of feedback received from public comments, please click [here](#).
2. **Safe Routes to School SRTS 100% construction design:** The MOU was executed at the July 2022 Town Council meeting and sent to the State. The Town sent the RFP draft to the State in September and is awaiting the Office of Structures (OSS) review and final approval to release the RFP. The Town Treasurer clarified the final invoices for the 30% design so that the State could close out that portion of the project.
3. **Coastal Resiliency Grant:** The Town continues to work through planning for coastal resiliency through the grant funding provided by the Maryland Department of Natural Resources. Updated maps have been posted on the [Town website](#) for public view.

Further, to spread awareness of the progress, the Town created a dashboard of progress on the grant through the Town’s task force and steering committee; it is available below:



View the Town of Chesapeake Beach Sea level change mapping linked below:

[Mapping](#)



Town Administrators Report – October 2022

[2050 Mapping](#)

[2050 1% Change Mapping](#)

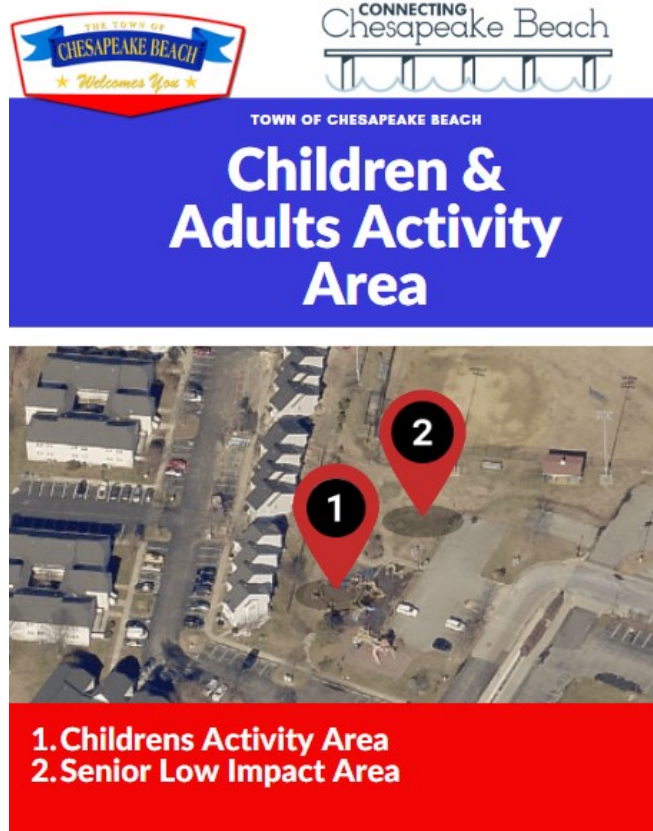
[2050 10% Change Mapping](#)

[2050 South Mapping](#)

[2050 North Mapping](#)

[2050 Central Mapping](#)

- Parks and Playgrounds Infrastructure Grant:** The Town submitted a grant application to Calvert County Government for an additional \$150,000 in funding for the children’s play area and senior playground concept. The grant is coordinated through the County through the Maryland Department of Natural Resources Local Parks and Playgrounds Infrastructure grant program in the amount of \$150,000. The funds would be used to purchase the necessary equipment for this project. The Board of County Commissioners approved the project at their September 13th Board of County Commissioner meeting. The Town will now work with the State on finalizing any remaining details for approval of the Board of Public Works.





Town Administrators Report – October 2022

V. TOWN PERMIT ACTIVITY:

Permit #	Address:	Improvement:
pending	2747 Oak Ridge Dr	Expand driveway
2022-106	8256 D Street	Fence
2022-105	3247 Rector Lookout	Replace Fence
2022-106	8256 D St	Fence
2022-105	3247 Rector Lookout	Replace fence
2022-107	8028 Delores Ct	Deck, screen room, fence
2022-108	3901 Old Bayside Rd	Fence
2022-109	8995 St. Andrews Dr	Tree damage- Add Front Porch
2022-110	3925 Old Bayside Rd	Remove 2 trees
2022-111	8202 Elm Lane	Add Driveway
2022-112	3901 28th St.	Remove Tree & replace w/ one



Public Works Administrator's Report

To: Mayor & Town Council

From: James Berry

Subject: Public Works Report

Date: October 20, 2022

Water leak- We have repaired a water main saddle failure on Wood shire ave.

Wet wells- Pump 2 at Mears Ave is currently out of service and on its way to Hill's electric for repairs.

Water meter/MXU- Meters and MXU's are still on back order. We have received one box of twenty-four meters at this time

Flushing- next flushing is scheduled for late November.

Ball fields – The Town is looking into new LED overhead lighting for the ball field.

Railway Trail – nothing new to report

Water Park – We have identified at least one leak in the activity pool returns. As time permits, we will locate and repair this.

Sewer system study – Public Works is finished with the first round of Smoke testing and video inspection of the sewer system. This study included from Seagate to Chesapeake Station along route 261. All of Bay View Hills and we will pick back up in Richfield Station next round. Sign up for the Town eblast to stay informed.

The Heritage – at this point the builder is requesting a walk through before final topcoat of asphalt can be installed.

Emergency calls – We received six calls this month, four needing a response. One for brown water, one for Chesapeake Village low level alarm and two for water shut offs.



To: Mayor & Town Council

From: Josh Stinnett

Subject: Water Reclamation Plant Report

Date: October 20, 2022

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

WRTP Staff performed routine preventive maintenance for Clarifiers #1 and #2 Worm Gear Assembly lubrication, Influent Channel Bar Screen bearing lubrication, Return Activated Sludge Pump #3 motor bearing lubrication, pressure washing of Belt Filter Press belts, Belt Filter Press belt seam condition, and on-site monthly fire extinguisher inspections.

WRTP Staff performed corrective maintenance for the Wetwell Bar Screen to address an issue with the traveling rake, replacement of faulty UPS (battery backup) for the control circuit for the Belt Filter Press control panel, replacement of contaminated oil in the Influent Channel Bar Screen Screw Compactor Gear Reducer following replacement of plugs in July (oil identified to be contaminated when plugs replaced and there were delays in sourcing replacement oil), reinstallation of mechanical seal for Press Sludge Feed pump #1 following rebuild and reinstall of the pump by Hills Motors, replacement of cracked PVC tee on Polymer Feed system, Polymer Pump #2 for replacement of pump tubing, and UV Bank #1 for replacement of one ballast.

Following the replacement of the UPS for the Belt Filter Press Control Panel, the Plant was down to only one spare UPS unit. These units are obsolete, and research was started to source a suitable replacement unit. The current Eaton UPSs utilize a lead-acid battery, with an estimated life expectancy of 5-7 years. It was desired to obtain replacement units that would meet or exceed the power performance of the Eaton units while improving on the life expectancy of the lead-acid batteries. It was determined that a lithium battery unit would fit this requirement, as they would provide a 12 – 15 year life span. The initial upfront cost was slightly more than the lead-acid units (\$1,015 for lead-acid v. \$1,385 for lithium), but would provide much longer life. Three units were purchased for on-hand inventory. We currently have several older units still in service for which these would be the direct replacement.

WRTP Staff performed the scheduled quarterly cleaning and inspection of the UV Banks. This consisted of the removal of each unit to receive individual hand cleaning of quartz sleeves prior to an overnight soak in the cleaning tank. Units are then removed from the tank for final inspection of the sleeves, and other components that are normally hidden from view when in operation. The unit is then placed back in the channel where further inspection of all components is performed, and any faulty components are replaced. Quarterly cleaning and inspections provide for better operation of the units resulting in increased efficiency in the disinfection of the effluent leaving the Plant.



WRTP Staff continued resolving the issue with PACL Pump #2. A deficiency had been identified with the phosphorus removal when this pump ran. Previous troubleshooting found that the piping for the pressure relief valve was fed directly back into the inlet of the pump. This was against design, and it was assumed that the pressure relief had failed and was recirculating a portion of the pumped chemical back to the inlet of the pump. The piping was removed and the feed to the inlet of the pump from the relief valve was capped. When the pump was operated, it was clear that the relief valve had failed as there was a steady flow of chemical. The pressure relief was replaced, and the pump was put back in service. The same piping issue was identified on PACL Pump #1 and was addressed in the same manner. Pump #1 pressure relief appears to be in good order. Work was performed on 9/13, and to date, the phosphorus removal issue with Pump #2 has been resolved.

WRTP Staff performed work to address the Polymer Feed System potable water feed. The current piping is connected before the backflow device and is against the plumbing code. The line was connected at a point past the backflow device, and PVC piping was installed to replace the existing hoses utilized for the water supply. Additional taps from this line were provided to eliminate the prior need to switch connection points on the pumps when switching between polymer pumps.

WRTP Staff performed fabrication work for the generator stairs received recently. When these stairs were ordered, it was understood that some minor modifications would need to be made to accommodate site conditions. The modifications consisted of adjustments to the individual height of the legs for the stairs to provide a level installation without the need for leveling shims.

WRTP Staff attended OSHA 10 and Confined Space training for those who had not previously received these training sessions.

WRTP Staff performed the quarterly stormwater sampling/visual inspection, quarterly site inspection, and annual Stormwater Pollution Prevention Plan training as required by MDE. The sample for sample point #2 was not able to be collected at that time due to a lack of measurable flow at the sample point. This sample was collected after hours on another date during a storm event. These samples are to be taken where there is a measurable discharge and must be sampled within the first 30 minutes of the storm event. Quarterly visual observations of samples were due to be completed by September 30th.

WRTP Staff met with the Town Engineer to go over the details of the concept plan for the Headworks Improvement project. Work is to address deficiencies in the current design of the Headworks process, to include more efficient rag removal, and install grit removal, prior to the pumps in the wetwell. An increase to the total volume of the wetwell, installation of a bypass system to allow for work to be performed in the wetwell, and redundant controls for the pump systems.

The Town is working with MDE to mitigate concerns related to algae growth at the Plant. The Town is taking the following steps to mitigate this concern (i) installing covers over the filters (ii) continuing with the cleaning of the filter media, and (iii) improvement of plant staff's preventative maintenance of the filter media.

WRTP Staff has increased their maintenance procedures regarding the mitigation of accumulating algae in the clarifiers and filter components. During this period, Staff has conducted weekly cleaning of the

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clarifier channels to remove accumulated algae, utilizing a previously designed screen to capture removed algae to prevent it from traveling to the filter influent wetwell. Staff has performed recommended preventive maintenance of the filter media, to consist of skimming to remove accumulating solids and algae from the surface of the media and scraping the walls of the individual filter cells to remove any accumulating algae.

Communication was begun with Blue Earth Labs to start a future project to clean the filter media of the four denitrification filters. A sample was taken of the media of Filter #1 and was forwarded to Blue Earth Labs for assessment of the condition of the media. The results of this testing were received on 9/9 and indicated that the highest contaminants consisted of Phosphorus @ 38.4% and Calcium @ 21.4% compared to the previous results from the 2019 testing results of Calcium @ 59.8% and Aluminum @ 13.4% (Phosphorus at this time was only 7.8%). A proposal for the cleaning work was provided, and an assessment of the effect on the filter processes was made. WRTP Staff identified concerns with how the cleaning would reduce the filter operations, and it was requested that the filters be cleaned one at a time with a two-week rest period between to allow for re-acclimation of the cleaned filter. Work is pending approval from the Town Council.

The mandatory pre-bid meeting for the Clarifier and Filter Cover RFP on September 22nd with an initial discussion of the project at Town Hall, followed by a site visit at the Plant. Representatives from three contractors were in attendance, along with the Town Administrator, Town Engineer, and Plant Superintendent. The bid opening was scheduled for September 29th.

Fidelity Generator was onsite on 10/5 for one of the contract-scheduled semi-annual inspections.

Windmill Farms provided a quote to address multiple trees in the Plant that pose a threat to structures and equipment. On 9/30, they were onsite to “top out” two of the most significant issues in advance of the arrival of the remnants from Hurricane Ian. Work on the remaining trees is to be scheduled in the future.

Rommel Construction and DSI Inc. visited the site on separate dates to provide additional quotes for the repair of the influent piping for the influent Pump #2. This piping had developed a leak at a 14” Victaulic pipe connection earlier in the year. Due to difficulties with sourcing parts, there was a delay in obtaining the fittings and piping needed. Quotes from four sources have been received, and work has been scheduled based on the selected contractor.

On September 1st, WRTP Staff found that the top of a tree had broken off at the edge of the fence line and had fallen on the overhead support structure for the basin mixer power wires. The tree did substantial damage to the structure and required a tree removal contractor to clear to provide access to assess damages. JDT Electric was recommended by Wires Inc, to look at the work, and they responded to the site to identify what repairs would be needed and to generate a quote for the work. A quote was received from JDT Electric on September 6th. On September 9th, an insurance adjuster for LGIT made a site visit to look at the damage. As a result of his observations, a revised quote was requested from JDT Electric to cover a larger scope of work. JDT Electric revisited the site on September 13th to assess for a revised quote. A portion of the work is over an open tank for the Digester, and will require installation of a temporary platform to allow for work. JDT Electric planned to utilize a sub-contractor for this work. The



sub-contractor was onsite on September 15th, and a revised quote was received on September 22nd. Work was approved and JDT Electric was notified to proceed on September 27th. Parts are on order and work will be scheduled.

The Shellfish Protection Tank was utilized three times during this period for a total of .670 million gallons of flow to the SPT due to 3.87 inches of rain. Twice for heavy rainstorms on September 12th and 13th, and once on October 2nd for rain from remnants of Hurricane Ian.

The WRTP had overtime for two instances. On September 12th, Staff responded to the Plant during a rain event to collect the final quarterly stormwater sample as required by MDE. The second period of overtime was on October 4th for a fault with Return Activated Sludge pump #2 due to clogging from accumulated leaves and rags.

There were no incidents to report in the plant's Solids and Handling Operation. The present Solids Hauling Contract will expire on August 1, 2023, with options for renewal for two additional one-year periods.

The WRTP had no SSO spills or Filter Bypasses 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.



Rental Registration Case by Status Report

Report Criteria:

<i>Case Open From</i>	<i>To</i>	<i>Case Close From</i>	<i>To</i>
	10/12/2022		

Report Details:

<i>Status</i>	<i># of cases with this status</i>
Application received	2
Application reviewed - need more info	1
Inspections in progress	14
Waiting on License Fee	21
License Current	272
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	16
Closed	51
Re-Inspection	6
Administrative Citation Filed	4
Total Cases	387



Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Closed	All		All	All	From 09/07/2022 To 10/12/2022	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	3	3	0

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
Burger, Dennis	3	3	0
Totals	3	3	0

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	0	0	0
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	0	0	0
Exterior Structure - Lack of minimum general maintenance	0	0	0
Failure to maintain a building, structure or premises	0	0	0
Failure to Obtain a Rental License	0	0	0
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	0	0	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Littering in the Chesapeake Bay	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows and Door Openings	0	0	0

Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Minimum Housing Standards - Interior Structure	0	0	0
Operating a Business/Activity without a License	0	0	0
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	0	0	0
Prohibited Parking	0	0	0
Property Maintenance - Minimum Maintenance Requirements	0	0	0
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	0	0	0
Property Maintenance - Sanitary Maintenance - Grass	3	3	0
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	0	0	0
Sanitary Maintenance	0	0	0
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	0	0	0
Zoning Permit Required	0	0	0
Totals	3	3	0



Code Enforcement Case Detail Report

Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Closed	All	All	All	All	All	All	From 09/07/2022 To 10/12/2022	From To	From To	

Report Details

Case#	eFM Case#	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE22-75		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	7951		DELORES Ct			20732	0503164632	Complaint	09/19/2022	10/03/2022	Burger, Dennis
CE22-73		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8730		BAYSIDE Rd			20732	0503070514	Self-Initiated	09/16/2022	09/30/2022	Burger, Dennis
CE22-72		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8319		BAYSIDE Rd			20732	0503043207	Self-Initiated	09/09/2022	09/19/2022	Burger, Dennis

Number of Cases: 3



Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Open	All		All	All	From 09/07/2022 To 10/12/2022	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	5	0	5

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
Burger, Dennis	5	0	5
Totals	5	0	5

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	0	0	0
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	0	0	0
Exterior Structure - Lack of minimum general maintenance	0	0	0
Failure to maintain a building, structure or premises	0	0	0
Failure to Obtain a Rental License	0	0	0
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	0	0	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Littering in the Chesapeake Bay	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows and Door Openings	0	0	0

Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Minimum Housing Standards - Interior Structure	0	0	0
Operating a Business/Activity without a License	0	0	0
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	0	0	0
Prohibited Parking	0	0	0
Property Maintenance - Minimum Maintenance Requirements	0	0	0
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	0	0	0
Property Maintenance - Sanitary Maintenance - Grass	4	0	4
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	0	0	0
Sanitary Maintenance	0	0	0
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	0	0	0
Zoning Permit Required	3	0	3
Totals	7	0	7



Code Enforcement Case Detail Report

Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Open	All	All	All	All	All	All	From 09/07/2022 To 10/12/2022	From To	From To	

Report Details

Case#	eFM Case#	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE22-79		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	7401		WOODSHIRE Ave			20732	0503064786	Self-Initiated	10/07/2022	10/24/2022	Burger, Dennis
CE22-78		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	7405		WOODSHIRE Ave			20732	0503064778	Self-Initiated	10/07/2022	10/24/2022	Burger, Dennis
CE22-77		Stop Work Order	Zoning Permit Required - Open Zoning Permit Required - Open Zoning Permit Required - Open	Medium	7533		B	St		20732	0503069273	Complaint	09/23/2022	10/24/2022	Burger, Dennis
CE22-76		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	8232		BAYSIDE	Rd		20732	0503048594	Self-Initiated	09/19/2022	10/10/2022	Burger, Dennis
CE22-74		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	3910		18TH	St		20732	0503070255	Self-Initiated	09/19/2022	10/03/2022	Burger, Dennis

Number of Cases: 5



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Town of Chesapeake Beach

Engineer's Report 10-13-22

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:

Fishing Creek Dredging:

Action: Jay, Holly & I met with the contractor selected by the USACOE to perform the work. The contractor is coordinating with the Corps to start the work and develop a detailed timeline and process for the work. We discussed the contractor's willingness to work with the Town to haul out the remaining quantity of material left from the prior disposal operation. The contractor will load our trucks for free if we desire. Messick is working on trucking and dump fee pricing.

Richfield Station:

Action: M&A signed the final forms of PWA's and forwarded to Town for completion of the Plats on 7/27/21. Met with Jay to review video pipe inspections the Town has performed to note concerns in the existing completed utilities and generated a list of items required to be repaired prior to completion of the project and release of bonds. Todd is coordinating a meeting with the owner and his attorney to review a final list of requirements that need to be accomplished prior to the start of work.

261 Sidewalks:

Action: 100% design RFP prepared and sent to SHA for review. NEPA approval will be received once we can identify the exact impact areas in the final design phase. RFP for design services to be advertised once SHA approval received.

Heritage:

Action: Jay is coordinating final walk through and punchlist work. M&A to support as needed.

Kellams Field:

Action: Reviewed phase 1 master plan for Kellam's redevelopment including tot lot, senior exercise amenities, pickle ball amphitheater and walking trails with committee. Making adjustments for final concept approval.

Tot lot design completed by 3 different vendors. Met with Jay & Holly to review the options and we have gone back to one vendor for an adjusted design based on Town maintenance and amenity goals. Once the final design and budget is received, we will put the project out to bid.

On the Storm drain design, we received preliminary comments from MDE/USACOE Joint State & Federal Permit. Comments are minor. MDE wants a detailed bypass plan for storm drainage in the event a storm occurs while we



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are performing the work. They also want us to process a Calvert County Grading Permit. M&A will submit it in the next week.

WWTP UV Protection RFP

Action: We received one bid from Johnston Construction that is over our anticipated budget. M&A is working with the bidder to determine if there are any cost efficiencies we can take advantage of to lower the cost.

Flood Resiliency Plan

Action: M&A working with Chris Jakubiak and Committee to explore recommendations to address future sea level rise concerns. M&A working on 2100 sea level mapping. Also adding parcel lines to identify the individual parcel impacted.

Water Park

Action: M&A working with Town staff to review the integrity of the Water park and creating a report of suggested upgrades. Scanning of the site to create a 3D model of the existing conditions completed. We are working on a meeting with the original pool and park contractor to review design options for the reconstruction of the park.

Pocket Parks

Action: M&A prepared concept plans for B Street, 29th Street & Bayfront, 29th/30th street connector & Kellams Trail Connection. Concepts were forwarded for review and comment. Surveys of these area are completed. Currently preparing bid documents to create RFP for construction of each project. Parking lot striping for access to the 29th Street & Bayfront Park connector path completed and installed.

Water Reclamation Plant Headworks

Action: Reviewed concept design for the headworks upgrade onsite on 10/6. Design RFP to be put out to bid by end of October.

Route 261 Pedestrian Path

Action: Working with SHA, MDE and the USACOE to review possible/preferred route and construction methods for the pedestrian path over the tidal inlet area between Seagate Square & 8501 Bayside Rd.



CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: October 3, 2022
To: Sharon Humm
From: Sergeant Gary Shrawder
Re: Sheriff's Office Report-Chesapeake Beach

In September of 2022, the Sheriff's Office handled 176 calls for service in Chesapeake Beach. This is down from 193 calls in August of 2022.

Twin Beach deputies had 833 self-initiated (patrol checks, follow-up investigations, traffic stops etc)

Twin Beach deputies received 176 calls for service by other means (citizens, alarm companies, etc)

Call Breakdown for the 176 calls, we handled:

- Theft
 1. (9/3) Oasis Marina- Bike rental owner took funds from boat ramp usage- under investigation
 2. (9/19) 28th St- suspect taking items from unlocked vehicles- 1 arrested
 3. (9/17) Autumn Crest- suspect took a Ring doorbell off house- under investigation
- Assault
 1. (9/10) Bayside Rd & Harbor Rd- 2 males fighting for an unknown reason both ad warrants – 2 arrested
 2. (9/23) D St- suspect attempted to strike a deputy's vehicle with his vehicle- 1 arrested
- Destruction of Property
 1. (9/26) D St- renter broke out all the windows in his apartment- 1 arrested
- Narcotic violation
 1. (9/8) Crest View Dr & Clear Spring- located a suspicious vehicle and found civil amount of marijuana- 1 arrested
 2. (9/9) Chesapeake Beach Fastop- located a suspicious vehicle in parking lot- found civil amount of marijuana- 1 arrested
 3. (9/9) Chesapeake Beach Rail Trail- patrolling the rail trail on golf cart located suspect smoking marijuana- 1 arrested
 4. (9/29) Rt.260 & Limerick La- traffic stop on vehicle found civil amount of marijuana -1 arrested
 5. (9/26) 17th St & Deforest Dr- traffic stop on vehicle found cocaine and drug paraphernalia- 2 arrested
- DWI/DUI
 1. (9/25) Harbor Rd- traffic stop and driver was intoxicated- 1 arrested

- Fraud

1. (9/11) Harrison Blvd- unknown suspect wrote a fraudulent check in Florida- under investigation
2. (9/14) Trader's- unknown suspect wrote fraudulent checks in Texas- under investigation
3. (9/14) Rector Lookout- unknown suspect opened a bank account in his name- under investigation
4. (9/26) Greenleaf Terr- unknown suspect fraudulently charged victim's bank account- under investigation

- Sexual Assault

1. (9/19) Captain's Quarters- occurred approximately 15 years ago- under investigation

September 2022 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	15	227	Firearms Complaint	0	2	Relay	1	5
Abandoned Vehicle	2	15	Fireworks Complaint	0	2	Robbery	0	0
Accident	4	77	Found Property	0	8	Search Warrant	0	1
Alarm	11	67	Fraud	4	16	Sexual Assault	1	3
Alcohol Violation	0	0	Harassment	2	11	Sex Offender Registry	0	0
Animal Complaint	4	32	Illegal Dumping	0	1	Special Assignment	8	38
Assault	1	14	Industrial Accident	0	2	Stalking	0	0
Assist Motorist	6	56	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	1	24	Intoxicated Person	0	1	Summons Service	0	10
Assist Sick/Injured	6	44	Kidnapping/Abduction	0	0	Suspicious Person	8	53
Attempt to Locate	8	84	Loitering	0	2	Suspicious Vehicle	5	53
Burglary	0	4	Lost Property	2	6	Tampering with MV	0	1
CDS Violation	1	5	Loud Party/ Music	0	2	Telephone Misuse	0	0
Check Welfare	13	80	Mental Subject	2	10	Theft	4	19
Conservor of Peace	0	18	Missing Person	1	5	Traffic Complaint	2	55
Destruction of Property	0	4	Neighborhood Dispute	0	4	Traffice Control	0	6
Death Investigation	0	3	Notification	0	4	Traffic Enforcement	18	27
Disorderly	9	63	Parking Complaint	2	27	Trespassing	5	27
Domestic	6	59	Person with Weapon	0	1	Unauthorized Use MV	0	0
Escort	0	1	Police Information	15	139	Unknown Problem	1	10
Eviction	1	7	Protective/Peace Order	2	19	Violation Protective Order	0	4
Fight	2	7	Prowler	0	0	Warrant Service	3	13
Total Calls							176	1476
	Month	Year		Month	Year		Month	Year
DUI Arrest	1	18	CDS Arrest	2	10	Other Arrest	5	45
Civil Marijuana Citations	4	39	Non Fatal Overdose	0	1	Fatal Overdose	0	1
Patrol Checks	731	5119	Traffic Stops	91	882	Follow Ups	11	61
**** Notes ****								
Deputies assigned to the Twin Beach Patrol handled 40 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 Data System has no way of classifying the on shift or off shift status of an officer when handling a call for service.)								

September 2022 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	8	100	Firearms Complaint	0	1	Relay	1	2
Abandoned Vehicle	2	6	Fireworks Complaint	0	2	Robbery	0	1
Accident	3	36	Found Property	0	11	Search Warrant	0	1
Alarm	5	27	Fraud	0	3	Sexual Assault	0	2
Alcohol Violation	0	1	Harassment	1	6	Sex Offender Registry	0	0
Animal Complaint	0	14	Illegal Dumping	0	4	Special Assignment	6	15
Assault	0	4	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	1	17	Indecent Exposure	0	1	Stolen Vehicle	0	0
Assist Other Dept	0	7	Intoxicated Person	0	1	Summons Service	3	10
Assist Sick/Injured	2	23	Kidnapping/Abduction	0	0	Suspicious Person	2	17
Attempt to Locate	1	27	Loitering	0	0	Suspicious Vehicle	2	12
Burglary	0	1	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	2	12	Loud Party/ Music	0	2	Telephone Misuse	0	0
Check Welfare	11	69	Mental Subject	2	4	Theft	0	11
Conservor of Peace	0	7	Missing Person	0	7	Traffic Complaint	1	18
Destruction of Property	1	10	Neighborhood Dispute	0	2	Traffice Control	0	0
Death Investigation	0	0	Notification	1	1	Traffic Enforcement	17	37
Disorderly	0	34	Parking Complaint	6	37	Trespassing	1	14
Domestic	1	24	Person with Weapon	0	2	Unauthorized Use MV	0	2
Escort	0	2	Police Information	5	60	Unknown Problem	1	5
Eviction	2	8	Protective/Peace Order	0	10	Violation Protective Order	0	1
Fight	1	3	Prowler	0	0	Warrant Service	0	6
						Total Calls	89	739
	Month	Year		Month	Year		Month	Year
DUI Arrest	0	1	CDS Arrest	0	8	Other Arrest	1	32
Civil Marijuana Citations	2	18	Non Fatal Overdose	1	2	Fatal Overdose	0	1
Patrol Checks	297	1924	Traffic Stops	37	264	Follow Ups	4	16
**** Notes ****								

Resolution R-22-1

A Resolution of the Town Council of Chesapeake Beach
Terminating the Concessionaire Agreement with Fishing Creek Landings
(Rod N Reel Marina West)

WHEREAS: The Town Council established a Concessionaire Agreement on March 16, 1995, with Fishing Creek Landings (“The Landings”) for the six (6) town-owned public boat ramps.

WHEREAS: Rod N Reel Marina West purchased The Landings on September 29, 2005, taking over the management of the public boat ramps.

WHEREAS: Rod N Reel Marina West has collected funds on the Town’s behalf and received eighty percent (80%) of the funds received as compensation per the concessionaire agreement.

WHEREAS: Rod N Reel Marina West notified the Town on August 29, 2022, of their intent to terminate the Concessionaire agreement effective November 30, 2022.

WHEREAS: The Town Council accepts the termination of the Concessionaire Agreement and intends to manage the public boat ramps in the interest of the public.

THEREFORE, BE IT RESOLVED THAT:

The Town Council adopts herein by reference and incorporates herein Resolution R-21-3 terminating the Concessionaire Agreement with Fishing Creek Landings Corp. (“The Landings”) operated by Rod N Reel Marina West.

Approved on: _____

Patrick J. Mahoney, Mayor

Lawrence P. Jaworski, Council VP

Margaret P. Hartman, Councilwoman

Valerie L. Beaudin, Councilwoman

L. Charles Fink, Councilman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Termination of the Concessionaire Agreement

Date: October 14, 2022

I. BACKGROUND:

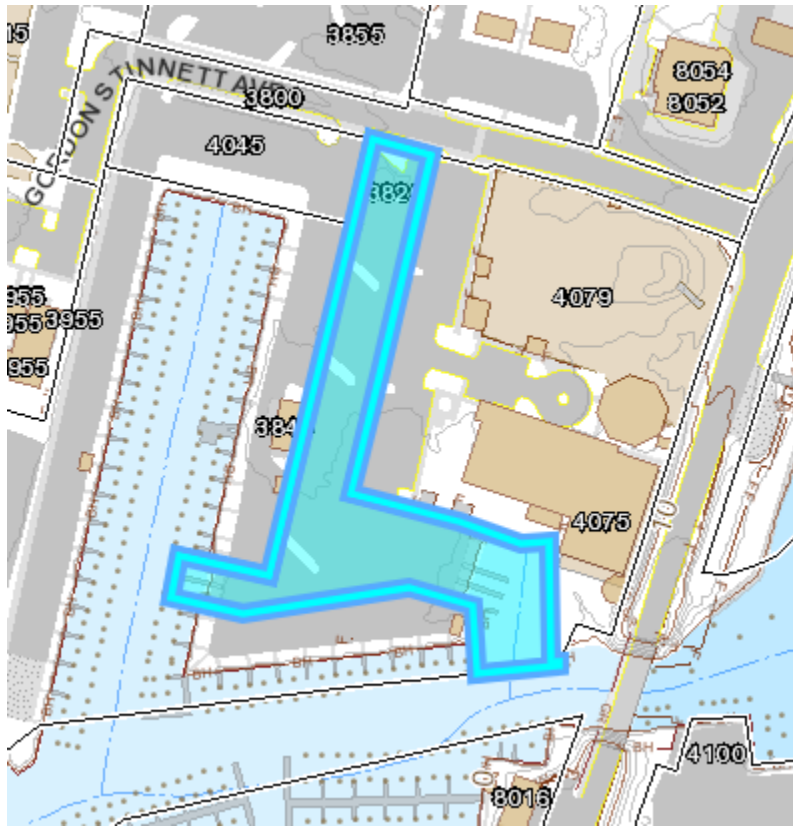
The Town of Chesapeake Beach entered an agreement with Fishing Creek Landings (“the Landings) on March 16, 1995 (*and as amended June 1, 1996*) for the operation of the Town-owned public boat ramps. The Rod N Reel purchased the Landings on September 29, 2005, taking over the operation of the Town-owned public boat ramps by assignment in accordance with the provisions of the concessionaire agreement. The Concessionaire agreement provides that the Landings will collect 80% of the public boat ramp fees, and the Town will collect 20% of the boat ramp fees, with all fees for public ramp usage set by the Town Council of the Town of Chesapeake Beach.

Per the concessionaire agreement, the Town of Chesapeake Beach is responsible for all maintenance of the six (6) public boat ramps and providing approximately seventy (70) public parking spaces for trailer parking while accessing the ramps. Due to this significant cost to the Town, the Town Council is committed to providing Town residents with free access to this Town owned amenity. To keep the public boat ramps in good repair, the Town requests grants from the State of Maryland. The Town receives substantial funding from the Maryland Department of Natural Resources (DNR) Waterway improvement fund. The funding for the State of Maryland provides for the ramps to be maintained and that the channel to remains open for boaters in the years that lapse between the federal dredges. These repairs include installing an ADA-accessible ramp with a floating pier for easy access for all citizens. In addition to the State of Maryland funding ramp repairs, the State also funds partial dredging of the Fishing Creek channel, which provides access to several thousands of boaters a year and many local commercial fishermen.

Due to the grant funding received from the State of Maryland, the Town must ensure that State residents also prioritize accessing this great asset. For this reason, when the Town Council adopted the FY23 budget, the Town Council adjusted not only the Town resident ramp fees to \$0 and the State of Maryland resident ramp fees to \$0. Out of State residents have maintained a ramp fee to access the public boat ramps with boaters coming from Virginia, Delaware, and Pennsylvania.

II. LOCATION OF TOWN PROPERTY:

The parcel of property owned by the Town that contains the public boat ramps is located at 3820 Gordon Stinnett Ave. Chesapeake Beach, MD, and is known as “Parcel B”. The parcel is 1.35 AC of land, and the assessed value of the land is \$689,400.



Source Calvert County GIS

III. TERMINATION:

The Town of Chesapeake Beach received a notice of termination from Rod N Reel resort on August 29th, 2022, with an effective date of November 30, 2022.

IV. IMPACT ON THE TOWN FOR THE TERMINATION:

The impact to the Town for the termination is considered minimal for the benefit of free access to the public ramps for Town, County, and State residents. Further, local businesses benefit from free access as it brings more recreational boaters to the Town to frequent local businesses, such as [Tyler's Tackle Shop](#).

- The Town will update signage at the ramp making the ownership of the parcel by the Town of Chesapeake Beach with the support of the State of Maryland Department of Natural Resources. Signage has been ordered.
- Town staff will monitor the Town's parcel of land for trash removal. The Town has an existing park and recreational team that monitors other areas within Kellam's for this activity, which will be an extension of those activities. This area will be added to the staff's current monitoring.
- Trash receptacles: the Town should consider trash receptacles in the area to be maintained by staff. The Town plans to reach out to the community center to determine if we can share the cost of an existing



dumpster on their property adjoining the ramps to allow public ramp guests access to an existing receptacle.

- The Town will need to implement a collection method for trailers that access the property registered out of the State of Maryland. This is currently monitored through an honor system.
- The Town will add the ramps as a scheduled asset on our general liability insurance.
- While the agreement states that restrooms and a fish cleaning station are to be provided, the Town has not been able to confirm that either is accessible to public ramp patrons nor that they are being used by public ramp patrons. The Town is not required to provide public restrooms at the ramps; however, that decision could be addressed later after further review and operation.

V. RECOMMENDATION:

It is recommended that the Town Council accept the termination of the concessionaire agreement. In terminating the agreement, the Town recreational staff would cover the operation of the Town-owned public boat ramps. Once the ramps are effectively terminated any funds collected from out-of-state boats or trailers will be received fully by the Town of Chesapeake Beach.



August 29, 2022

Mayor and Town Council, Chesapeake Beach
Town of Chesapeake Beach
P.O. Box 400
Chesapeake Beach, Maryland 20732

Re: Notice of Termination-Boat Ramp Concession Agreement

Dear Sirs/Madam:

The Rod & Reel, Inc. has acted as the concessionaire by assignment of the concession agreement dated March 16, 1995 (and as amended on June 1, 1996) when it purchased the marina property from Fishing Creek Landings Corp. That concession was to operate the public boat ramps immediately adjacent to the marina property.

On behalf of the Rod & Reel, Inc., I am giving notice of termination of the concession agreement pursuant to Section 19 of said agreement, which allows termination by the concessionaire, with or without cause, upon 90 days advance written notice. To make things cleaner we'll terminate the concession agreement effective November 30, 2022, which gives the Town the required minimum of 90 days advance notice.

While we don't need a cause to terminate, it should be noted that the town unilaterally changed the economics of this relationship by removing most of the ramp fee income that would be subject to the 80/20 split. I believe that to do so without a replacement method of calculating the compensation for providing the town services was a breach of the Town's obligation of good faith. A letter was sent to the Town explaining this on May 9, 2022 and we received no response.

After November 30, 2022 the Town will need to make other arrangements for managing the public boat ramps, including the collection of ramp fees, bathrooms, traffic and parking control, insurance, lighting and trash pickup.

Sincerely,

Wesley Donovan, President
Rod & Reel, Inc.

Cc: Todd Pounds, Esquire, Town Attorney

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (this "Agreement") is made this 16 day of March, 1995, by and between TOWN OF CHESAPEAKE BEACH (hereinafter sometimes referred to as the "Town") and FISHING CREEK LANDINGS CORP. ("The Landings").

RECITALS

A. Town of Chesapeake Beach (the "Town") is the owner of six (6) ramps (the "Public Ramps") used by the public for purposes of the ingress and egress of boats to and from adjacent waterways, said Public Ramps being located adjacent to Kellam's Marina (the "Marina") in the Town of Chesapeake Beach, Calvert County, Maryland, as shown on Exhibit A attached hereto.

B. On July 7, 1992, the Town entered into that certain agreement, as amended, with the State of Maryland (the "DNR Lease") whereby the State of Maryland ("DNR") leased from the Town the Public Ramps for an original term of twenty (20) years commencing November 1, 1992, with an option to automatically renew the DNR Lease for a period of seventy-nine (79) years. The DNR Lease also provides that the State of Maryland be given the option to purchase the Public Ramps. A copy of the DNR Lease is attached hereto as Exhibit B.

C. On even date herewith, The Landings entered into that certain lease agreement (the "Marina Lease") whereby the Landings leased from the Town the Marina, which consists of one hundred eighty (180) boat slips and related improvements and structures, which are deemed hereunder to form integral parts of the Marina.

D. The Marina Lease also provides that the Landings be given the option to purchase the property leased under the Marina Lease after the expiration of the initial Marina Lease term of five (5) years, and during any renewal term thereafter, in accordance with Section 11.23 of the Marina Lease.

E. It is the desire of the parties hereto to enter into this Agreement whereby The Landings and its permitted successors and assigns shall be entitled to operate the Public Ramps under the concession arrangement set forth herein (hereinafter sometimes referred to as the "Concession Arrangement") and for the term set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledges, the parties hereby agree as follows:

1. Appointment of the Landings. The Town hereby appoints The Landings as the concessionaire to operate the Public Ramps on behalf of the Town. The Landings hereby accepts such appointment and agrees to operate and manage the Public Ramps on behalf of the Town. The Landings agrees to use its reasonable efforts and to exercise due diligence and care in operating and managing the Public Ramps in a manner consistent with good procedures and practices for the operation of public boat ramps.

2. Operation of Business. The Public Ramps shall be open for business seven (7) days per week from April 15th through October 31st of each year during normal business hours, which shall be as follows for the indicated days:

Monday through Friday 8:00 a.m. - 4:00 p.m.
Saturday through Sunday 6:00 a.m. - 6:00 p.m.

The above schedule may be changed by DNR, with the consent of the Concessionaire, which approval shall not be unreasonably withheld, delayed or restricted. Except to the extent that The Landings may extend the normal business hours of the above schedule without the prior written consent of DNR, the above schedule may be changed by The Landings, but only with the consent of DNR.

3. Complaints. The Town shall notify The Landings promptly with respect to any requests or complaints by any users of the Public Ramps relating to the operation of the Public Ramps and the use thereof by the public. The Town shall cooperate with The Landings, at no cost or expense to the Town, in responding to such requests and/or resolving any such complaints to the satisfaction of the Town. It is the intent of the parties hereto that this Section shall not relieve the Town of its repair and maintenance obligations under Section 7 hereof.

4. Term of This Agreement. This Concession Agreement shall have the same term as the Marina Lease while The Landings or any affiliate is still a tenant within the terms of the Marina Lease except as otherwise set forth below. In the event The Landings or a Tenant's Affiliate as defined in Section 11.23(e) of the Marina Lease (hereinafter sometimes referred to as a "The Landings Affiliate") shall not exercise The Landings Purchase Option by the time set forth in the Marina Lease or in the event The Landings or The Landings Affiliate shall exercise The Landings Purchase Option, but shall fail to consummate the Purchase Option Closing thereunder by the time set forth in the Marina Lease, the concession arrangement under this Agreement and this Agreement shall automatically terminate on the day following the Purchase Option Closing Date as defined in Section 11.23(a) of the Marina Lease. In the event The Landings or a The Landings Affiliate shall consummate the Purchase Option Closing, unless this Agreement shall be terminated prior thereto pursuant to the provisions of this Agreement or the provisions of the Marina Lease, this Agreement

shall be for a term of ninety-nine (99) years, commencing on the date of the execution of this Agreement. In the event a The Landings Affiliate shall consummate the Purchase Option Closing, then said The Landings Affiliate shall be deemed to be the Concessionaire hereunder, and any reference to The Landings hereunder shall be deemed to refer to said The Landings Affiliate unless such reference is otherwise inconsistent with the provisions of this Agreement. This Agreement may also be assigned by The Landings or said The Landings Affiliate pursuant to the terms of Section 13 hereof.

5. Compensation of the Concessionaire. The parties hereto acknowledge that the rates charged to the public for the ingress and egress of boats utilizing the Public Ramps shall be determined annually by the review and recommendation of the Mayor and Town Council of the Town and approval by DNR. The Concessionaire shall have no authority to charge any other rate except as approved by DNR during the term of this Agreement. The parties acknowledge that as of the date of execution of this Agreement, the charge for launching a boat and having it returned to land (hereinafter sometimes referred to as each "In and Out Privilege") is Ten Dollars (\$10.00). The current charge for either launching a boat or returning it to land (hereinafter sometimes referred to as each "In or Out Privilege") is Five Dollars (\$5.00). As its sole compensation under this Agreement, except as set forth below, the Concessionaire shall receive during the term of this Agreement an amount equal to seventy-five percent (75%) of all charges or fees received by the Concessionaire for each In and Out Privilege for boats at the Public Ramps, it being further agreed that prior to November 1, 2012, in no event shall the Concessionaire receive less than Seven and 50/100 Dollars (\$7.50) for each charge made for each In and Out Privilege for boats at the Public Ramps, even if that amount is greater than seventy-five percent (75%) of the amount determined by DNR. As its compensation under this Agreement for each In or Out Privilege, the Concessionaire shall receive compensation during the term of this Agreement of an amount equal to seventy-five percent (75%) of all charges or fees received by the Concessionaire for each In or Out Privilege for boats at the Public Ramps, it being further agreed that prior to November 1, 2012, in no event shall the Concessionaire receive less than Three Dollars and Seventy-Five Cents (\$3.75) for each charge made for each In or Out Privilege for boats at the Public Ramps, even if that amount is greater than seventy-five percent (75%) of the amount determined by DNR. The parties hereto acknowledge that in accordance with Paragraph 14.1 of the DNR Lease, during any renewal term thereof, there shall be no guaranteed minimums to the Concessionaire with regard to any fees charged for the use of the Public Ramps. Any sums not to be retained by the Concessionaire hereunder shall be due to DNR and shall be paid on a monthly basis, with said sums being paid by the Concessionaire within fifteen (15) days of the end of each such month, unless the DNR Lease is terminated (other than by DNR's purchase of

the Public Ramps) in which event such payments shall be made to the Town. The parties acknowledge that the Concessionaire may charge an annual fee for an annual pass to members of the general public (in place of a charge for each In and Out Privilege and/or each In or Out Privilege) at the Public Ramps, the rate to be charged for any such annual pass shall be determined from time to time by DNR. The Concessionaire shall have no power to determine the amount to be charged annually for such annual passes. The initial annual charge to be charged by the Concessionaire for each annual pass shall be One Hundred Forty Dollars (\$140.00). During the term of this Agreement, the Concessionaire shall receive an amount equal to seventy-five percent (75%) of all charges for annual passes received by the Concessionaire. With respect to revenues from annual passes during the term of this Agreement, there shall be no guaranteed minimum to be received by the Concessionaire.

6. --Intentionally Deleted --

7. Maintenance. The Town shall be responsible for the repair and maintenance of the Public Ramps at its sole cost. The Concessionaire shall promptly notify the Town of the need to make any such repairs or otherwise maintain the Public Ramps. The Town and not the Concessionaire (unless caused by the negligence of the Concessionaire, its customers, invitees, slip holders, members agents or employees) shall be responsible for the installation, maintenance and repair of any signs, including matters pertaining to the operation of the Public Ramps. The Concessionaire, however, will be responsible at its sole cost to keep the Public Ramps clean, free of debris, trash, refuse, snow, ice and unlawful obstructions and in compliance with valid regulations, rules, ordinances and laws of public authorities. The Concessionaire shall not make any installations, alterations or additions to the Public Ramps without the express written consent of the Town. The Town and its agents and contractors shall be entitled to enter the Public Ramps in order to make such repairs during reasonable times, and the Town and its agents, employees and officers shall during all reasonable time have the right to enter the Public Ramps to inspect the condition of the Public Ramps and the business being conducted at the Public Ramps. In the event the Town shall fail to perform any of its repair and maintenance obligations under this Section 7 for a period of fifteen (15) days after service of notice thereof by the Concessionaire (unless such performance shall reasonably require a longer period, in which case the Town shall be deemed to be in compliance of its obligations under this Section, if the Town commences the required repair or maintenance promptly and thereafter pursues and completes any such action diligently and expeditiously), the Concessionaire shall be entitled to make any such repair or maintenance and then bill the Town for the reasonable cost of same, and the Town shall satisfy such bill within thirty (30) days of the date of notice from the Concessionaire that such a bill is due. In addition, the Concessionaire shall be entitled to make emergency repairs (provided it has at-

tempted to reach the proper representatives of the Town by telephone, and has either not received a response or has not received a negative response to such a request, and the Concessionaire shall bill the Town for the reasonable costs of such repairs or maintenance, and the Town shall within thirty (30) days of such billing, satisfy such billing from the Concessionaire.

8. Use. During the term of this Agreement, the Concessionaire shall not allow the Public Ramps to be used for any purpose other than for the ingress and egress of boats utilizing the Public Ramps and other activities strictly and solely related to such utilization. Notwithstanding any provision of the preceding which may be to the contrary, the slip holders or members of the Marina shall be entitled, without the imposition of any charge or fee, to utilize the Public Ramps for purposes of maintenance of their boats, winter or off-season storage, purchase or sale, or other extraordinary purpose not in the normal course of the usage of the Public Ramps.

9. Staff. The Concessionaire shall only hire or engage competent and courteous people to operate the Public Ramps. In the event the Town shall receive a complaint as to the competence or conduct of any employee, and such complaint is determined to be accurate, upon the request of the Town, said individual shall no longer be permitted to operate or be connected in any way with the Public Ramps.

10. Service and Utilities. The Concessionaire shall be responsible for, and pay when due, all employees' salaries, employment taxes and all other expenses relating to the use of the Public Ramps, except costs of repair and maintenance as provided in Section 7 hereof. Costs to be borne by the Concessionaire shall also include charges for gas, sewer service, electricity, light, heat, power, telephone, water or other utilities used by the Concessionaire, if any, which are or may be assessed or imposed upon the Public Ramps.

11. Insurance. The Concessionaire agrees to procure and maintain in force during the term of this Agreement, at its expense, insurance adequate to protect against fire hazard damage and extended coverage to the Public Ramps in a minimum amount reasonably acceptable to the Town. The Concessionaire also agrees to keep in full force and effect commencing as of the date of the execution of this Agreement a policy or policies of comprehensive public liability and property damage insurance, naming the Town as an additional named insured, with respect to the Public Ramps and the business of the Concessionaire in, on, within, from or connected with the Public Ramps, pursuant to which the limits of public liability shall be reasonably determined by the Town from time to time. The Concessionaire shall also maintain adequate worker's compensation insurance and any other type of insurance (and in such amounts) as is reasonably determined by the Town to be necessary

with respect to the operation of the Public Ramps. All such insurance may be obtained by the Concessionaire by endorsement of blanket insurance policies, provided that such policies are written by companies of recognized standing which are authorized to do business in the State of Maryland and are well rated by national rating organizations, and subject to the Town's consent, which shall not be unreasonably withheld. Such insurance policies shall name the Town as an additional insured, as its interests may appear, with respect to any liability on such claims or losses. The Concessionaire shall deliver to the Town promptly, after the execution and delivery of this Agreement, certificates or binders evidencing such insurance. The Concessionaire also covenants and agrees that during the term of this Agreement, the Concessionaire shall maintain adequate worker's compensation insurance covering its employees.

The Concessionaire agrees to get a written obligation from the insurers to notify the Town in writing at least thirty (30) days prior to cancellation or refusal to renew any such insurance policies. The Concessionaire agrees to deliver at the request of the Town to the Town at least fifteen (15) days prior to the expiration of any such insurance, certificates or binders evidencing the renewal of such insurance and the payment of premiums thereof. The Concessionaire agrees that, if such insurance policies are not kept in force during the entire term of this Agreement, the Town may procure the necessary insurance, pay the premium therefor, and that such premium shall be immediately repaid to the Town by the Concessionaire.

12. --Intentionally Deleted--

13. Assignment and Delegation. After such time as The Landings or a The Landings Affiliate shall consummate the Purchase Option Closing, the rights and obligations of the Concessionaire may be assigned by the Concessionaire to any person or entity which purchases the entire property constituting the Marina or all of the ownership interests in any entity or entities which own the Marina. Prior thereto, the rights and obligations of the Concessionaire may not be assigned without the prior written consent of the Town. No assignment shall relieve the Concessionaire of any obligation that accrued prior to the date of such assignment. During the term of this Agreement, the obligations of the Concessionaire shall not be delegated to any person or entity without the express written consent of the Town, except to the employees of said Concessionaire. The Concessionaire shall have the right to subcontract any of its obligations provided for in this Concession Agreement, provided however, that the Town shall have the right to review and approve any such contract and subcontractor which said approval shall not be unreasonably withheld. Any subcontractors of the Concessionaire shall also be subject to the provisions of Section 9 herein. In any event, the benefits and obligations of the Concessionaire hereunder shall not be assigned, pledged, mortgaged or hypothecated

with respect to any loan or obligation of the Concessionaire without the express written consent of the Town, which consent shall not be unreasonably withheld, it being understood that the Town shall be entitled to withhold its consent in its sole discretion and shall not be deemed to be unreasonable in doing so unless such pledge, mortgage or hypothecation is with respect to, and a part of, a loan or obligation (a "Qualified Loan") whereby all or substantially all of the assets of the Marina are also being pledged, mortgaged or constitute collateral incidental to such a loan or obligation. In the event this Concession Agreement is assigned to the lender making such a Qualified Loan whereby all or substantially all of the assets of the Marina are also pledged, mortgaged, or constitute collateral, the purchaser of all or substantially all of the assets of the Marina at any foreclosure sale shall be entitled to become the Concessionaire hereunder. It is also understood that the Town shall be entitled to withhold its consent in its sole discretion and shall not be deemed unreasonable in doing so if at the time of such request for the approval by the Town with respect to the assignment, pledge or mortgage pertaining to a proposed Qualified Loan, the Concessionaire's benefits and obligations under this Agreement remain subject to an assignment, pledge or mortgage pertaining to a prior loan or obligation with regard to which the Town gave its written consent, which is not to be satisfied from the proceeds of the financing, the subject of such a request.

14. Indemnification. The Concessionaire shall protect, indemnify, and save harmless the Town, and its officers, employees and agents against and from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Town, and its officials, officers, agents, subcontractors, or employees, or any of them, by reason of accident, injury (including death) or damage to any person or property, which, with the exception of the obligations for repairs or maintenance of the Town as provided in Section 7 hereof, is caused or arises out of the Concessionaire's use or occupancy of the Public Ramps, or any thing, matter or condition of, on or pertaining to the Public Ramps or which results from, is connected with or grows out of, any act of commission or omission of the Concessionaire, or any officers, employees, invitees, agents, assignees, customers, licensees, contractors or subcontractors of the Concessionaire or any use, non-use, possession, occupation, condition, operation, service or management of, or on, or in connection with, the Public Ramps, or any part thereof, during the term hereof and regardless of whether such liabilities, suits, actions, claims, demands, damages, losses, expenses and costs be against or be suffered or sustained by the Town or any of its officials, officers, agents, customers, licensees or employees, or be against or by legal entities to whom the Town or any of its officials, officers, agents or employees may become liable therefor. The Town shall not be liable for any damage or injury occurring during the term hereof to the persons or property of the Concessionaire or any of its officers, agents,

including operating personnel, contractors and employees, or any other person or entity who or which may be upon the Public Ramps. The Concessionaire may, and if so requested by the Town, shall undertake to defend, at its sole cost and expense, any and all suits, actions or proceedings brought against the Town or any of its officials, officers, agents or employees in connection with any of the matters mentioned in this Section, provided the Town shall give the Concessionaire timely notice of and shall forward to the Concessionaire every demand notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof.

15. The Town and Concessionaire Relationship; Survival.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the Town and the Concessionaire. Notwithstanding any provision of this Agreement which may be to the contrary, in the event this Agreement is terminated for any reason whatsoever, the Concessionaire shall remain liable the Town for any default or breach which occurred prior to the effective date of termination or for any obligations or responsibilities of the Concessionaire to be undertaken by the Concessionaire subsequent to the effective date of said termination.

16. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, and addressed as follows:

(a) To the Town: TOWN OF CHESAPEAKE BEACH
P. O. Box 400
Chesapeake Beach, Maryland 20732

with a copy to: Thomas E. Webb, Esquire
WEBB & BLITZ
Suite 401 - Heaver Plaza
1301 York Road
Lutherville, Maryland 21093

(b) To The Landings: Fishing Creek Landings Corp.
P. O. Box 1150
Chesapeake Beach, Maryland 20732

with a copy to: Robert A. Manzi, Esquire
Knight, Manzi, Brennan, Ostrom & Ham
14440 Old Mill Road
Upper Marlboro, Maryland 20772

The Town or the Concessionaire may, by notice given hereunder, designate any further or different address to which

subsequent notices, certificates, requests or other communications shall be sent, but no notice directed to any one such person or entity shall thereby be required to be sent to more than two addresses.

17. Covenant to Continue the Public Ramps. The Town covenants that so long as this Agreement is in effect, the Public Ramps shall remain public boat ramps for general use by the public; provided, however, the Town shall be entitled to cease having said property used for the purpose of Public Ramps provided said property constituting the Public Ramps shall be conveyed to the Concessionaire for no consideration, subject to leasehold of the State and the State's option to purchase.

18. Parking, Access and Sanitary Facilities. The parties hereto acknowledge that the Town owns the parking facilities necessary for users of the Public Ramps to park their vehicles and the Town agrees to make reasonable use of such parking facilities to the users of the Public Ramps during the term of this Agreement. Furthermore, the Town agrees that while this Agreement is in effect, not less than seventy (70) spaces for vehicles and each vehicle's trailer shall be made available to the users of the Public Ramps (and not under this Agreement the slip holders or members of the Marina) during such time as the Public Ramps shall be open for the operation of business as provided in Section 2 hereof and as further depicted on Exhibit C attached hereto. In addition, the Town agrees to furnish reasonable pedestrian and vehicular ingress and egress to and from the Public Ramps. While this Agreement shall be in effect, The Town shall furnish at its own cost, during such period of time as the Public Ramps shall be open for the operation of its business as provided in Section 2 hereof, not less than two (2) porta-potties or equivalent sanitary facilities for use by the users of the Public Ramps. The Town acknowledges that it is the Concessionaire's desire that the existing bathroom facilities used by the Marina's slip holders or members shall not be utilized by those persons who are not slip holders or members of the Marina. The Landings shall cooperate with the Town at no cost or expense to The Landings, in seeking grant money to install a pump-out and dump station for the dumping of sanitary waste by users of the Public Ramps.

19. Termination by the Concessionaire. The Concessionaire shall have the right to terminate this Agreement at any time with or without cause by sending ninety (90) days' prior written notice to the Town, if it is then the fee simple owner of the Marina.

20. --Intentionally Deleted--

21. Default by the Concessionaire. The following shall be "events of default" and/or a "default" under the terms of this

Agreement and the terms "event of default" and/or "default" shall mean, whenever they are used in this Agreement any one or more of the following events:

(a) A failure of the Concessionaire to make the payment of any monies due the Town or any other sum required to be paid by the terms of this Agreement for a period of fifteen (15) days from the receipt of notice the Town;

(b) A failure by the Concessionaire in the performance of any other term, covenant, agreement or condition of this Agreement, on the part of the Concessionaire to be performed, for a period of thirty (30) days after service of notice thereof by the Town upon the Concessionaire, unless such performance shall reasonably require a longer period, in which case the Concessionaire shall not be deemed in default if the Concessionaire commences the required performance promptly and thereafter pursues and completes such action diligently and expeditiously, but in no event shall such action not be completed within ninety (90) days from the date the Concessionaire first was furnished notice of such a default;

(c) The filing of a petition by the Concessionaire for debtor relief as defined under the Federal Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization, arrangement or other rehabilitation within the meaning of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of the Concessionaire, or for the appointment of a receiver or trustee of the property of the Concessionaire, in each case filed by a party other than the Concessionaire, if not bonded or discharged by the Concessionaire within thirty (30) days of the date of filing;

(d) The making by the Concessionaire of an assignment for the benefit of creditors;

(e) The filing of a tax lien against any property of the Concessionaire;

(f) The Concessionaire's causing or permitting the Marina or the Public Ramps to be vacant or abandonment of the Marina or the Public Ramps by the Concessionaire, except during any period of time during which the Public Ramps would not normally be open for business;

(g) Without the prior written consent of Landlord, if required hereunder, any assignment or attempted assignment of this Agreement by the Concessionaire, in violation of the terms contained herein, or if the Concessionaire is a corporation, any transaction, by operation of law or otherwise, which

results in the transfer of a majority control in the voting stock of the Concessionaire from those shareholders who own said stock as of the date of the execution of this Agreement, without the prior written consent of Landlord, if required hereunder;

(h) Not in derogation or limitation of any other events of default under this Agreement, the Concessionaire's fraud, misconduct, misappropriation of funds or the repeated understatement by the Concessionaire of the monies due to the Town or DNR under this Agreement; or

(i) If The Landings or any permitted assignee or sublessee shall default under the terms of the Marina Lease and pursuant to such Marina Lease, the Town reenters the Marina or terminates the Marina Lease.

22. Dredging. The Town shall be responsible at its own cost for any required dredging in front of the Public Ramps. For purposes of this Section 22, "dredging in front of the Public Ramps" shall be deemed to mean dredging for a distance not to exceed forty (40) feet from that area where the Public Ramp which extends into the water the farthest ends. The obligations of the Town shall be deemed part of the obligations of the Town under the provisions of Section 7 hereof.

23. Fair Market Value of the Public Ramps. The parties to this Agreement hereby agree that as of the date of this Agreement, the fair market value of the Public Ramps is equal to or less than Two Hundred Thousand Dollars (\$200,000.00).

24. Books and Records; Audit.

(a) Operating Reports. The Concessionaire shall keep its records on a calendar year basis. Within sixty (60) days after the end of each calendar year, the Concessionaire shall cause to be delivered to the Town an operating report verified by an officer of the Concessionaire, prepared in accordance with generally accepted accounting principles, which shall set forth the gross revenues derived from the operation of the Public Ramps for such calendar year (whether or not the Concessionaire is the operator). If the report discloses that payments are due to the Town for the preceding calendar year, within fifteen (15) days of notification from the Town, the Concessionaire shall deliver its check in payment of the amount of the deficiency together with the report. In addition to the foregoing annual verified operating report, the Concessionaire shall cause to be delivered to the Town, in writing, on or about the fifteenth (15th) day of each month during the term of this Agreement, a written statement of gross revenue from the operation of the Public Ramps for the preceding month, which statement shall be verified to be accu-

rate by the Concessionaire or its authorized representative.

(b) Inspection of Books. The Town may, during normal business hours upon five (5) days' written notice to the Concessionaire, inspect the Concessionaire's books and records for the purpose of verifying any statement submitted within three (3) years after such statement is submitted. The receipt by the Town of its share of gross receipts shall not be deemed to create a partnership or joint venture between the Town and the Concessionaire, nor shall the Town be liable for any debts incurred by the Concessionaire in the conduct of its business, it being understood that the relationship of the Concessionaire at all times shall remain that of a concessionaire. The acceptance by the Town of its share of gross receipt from the use of the Public Ramps shall not be deemed a waiver of its rights to claim additional or further monies from the Concessionaire after a review and inspection of the Concessionaire's books and records.

(c) Understatements; Non-reporting. If the inspection made by the Town of the Concessionaire's books and records discloses an understatement of gross receipts from the operation of the Public Ramps in the Concessionaire's annual operating report in an amount sufficient to result in an error of Five Hundred Dollars (\$500.00) or more in said gross receipts, then the Concessionaire shall bear the reasonable cost of such inspection. If the Concessionaire shall fail to cause to be delivered to the Town a verified operating report or statement of gross revenue at the times and in the manner herein provided, the Town may give fifteen (15) days' written notice of such default and of its intention to end the term of this Agreement unless the Concessionaire supplies the Town with the information required under this Agreement.

25. Recordation. This Agreement may be recorded by the Town, provided if the Town desires to record this document, the Town shall be responsible for all costs of recordation. This Agreement may be recorded by the Concessionaire at its cost, but only if, upon the execution of this Agreement it shall deposit with Robert A. Manzi, Esquire a Termination of Concession Agreement (the "Termination of Concession Agreement") executed by the Concessionaire in recordable form reasonably acceptable to the Town and the Concessionaire, which shall provide that in the event either (a) there shall occur the agreed and undisputed termination of this Agreement, between the Town and the Concessionaire as evidenced in writing by said parties; or (b) a court of competent jurisdiction shall determine that this Agreement shall be terminated (with all rights of appeal being either waived or lapsed), Robert A. Manzi, Esquire shall, with no further act or deed on the part of the Concessionaire, record the Termination of Concession Agreement among the Land Records of Calvert County. The Concessionaire irrevocably constitutes and appoints Robert A. Manzi,

Esquire, as its true and lawful attorney-in-fact, to undertake and execute any or all of the rights or powers described herein with the same force and effect as if undertaken or executed by the Concessionaire. This power of attorney being coupled with an interest shall be irrevocable. The act of the Concessionaire in recording this Agreement without depositing such an executed Termination of Concession Agreement in recordable form with Robert A. Manzi, Esquire shall, at the option of the Town, render this Agreement null and void.

26. Town Lease with State of Maryland: The parties hereto acknowledge that on July 7, 1992, the Town entered into that certain agreement, as amended, (the "DNR Lease") with the State of Maryland ("DNR"). The original term of the DNR Lease is twenty (20) years commencing November 1, 1992, with DNR having an option to automatically renew the DNR Lease for an additional term of seventy-nine (79) years. In addition thereto, DNR is entitled to purchase the six (6) Public Ramps and associated parking area. In the event DNR exercises its option to renew the DNR Lease as aforesaid, any guaranteed minimums to be retained by the Concessionaire with respect to charges for each In and Out Privilege or each In or Out Privilege as provided in Section 5 hereof, shall no longer be applicable as provided in accordance with Paragraph 14.1 of the DNR Lease. If, after DNR is conveyed title to the Public Ramps and DNR no longer wishes to have the Public Ramps utilized for the purpose of ingress and egress of boats, the Public Ramps will be reconveyed to the Town. In the event the Public Ramps are reconveyed to the Town, thereafter there shall be the same guaranteed minimums to be received by the Concessionaire with respect to any fee charged for the use of the Public Ramps as set forth in Section 5 above prior to the time DNR acquired title to the Public Ramps. The Concessionaire further acknowledges that pursuant to Paragraph 14.1 of the DNR Lease, any and all payments due by Concessionaire under the Concession Agreement shall be paid to DNR. The parties hereto further acknowledge that the Town and DNR shall amend Paragraph 14.1 of the DNR Lease to reflect that the DNR Lease is subject to the terms and conditions of the Concession Agreement and shall amend Paragraph 16.10 to reflect that the Concession Agreement shall survive settlement of the purchase of the public ramps by DNR.

27. Governing Law. This Agreement is entered into in the State of Maryland and shall be governed by and construed in accordance the laws thereof (exclusive of the conflict of laws provisions of that state).

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

29. Exhibits. The provisions of the following Exhibits attached hereto shall be incorporated into this Agreement and shall

supersede and override any other Section hereof to the extent the same are inconsistent. The Exhibits are as follows:

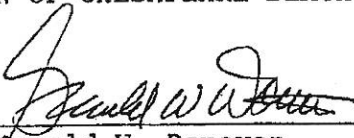
- Exhibit A - Location of Public Ramps
- Exhibit B - DNR Lease
- Exhibit C - Seventy (70) Parking Spaces

IN WITNESS WHEREOF, the parties have executed this Agreement under seal with the intent that it be a sealed instrument the day and year first above written.

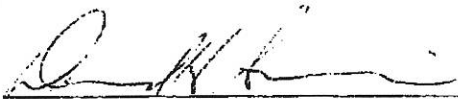
WITNESS/ATTEST:

TOWN OF CHESAPEAKE BEACH

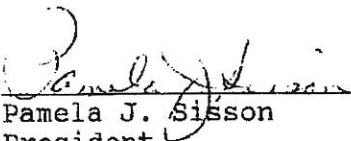


By:  (SEAL)
Gerald W. Donovan
Mayor

FISHING CREEK LANDINGS CORP.



*Pamela J. Sisson
Secretary/Treasurer*

By:  (SEAL)
Pamela J. Sisson
President

STATE OF MARYLAND, CITY/COUNTY OF PRINCE GEORGES, TO WIT:

I HEREBY CERTIFY that on this 11th day of MARCH, 1995, before me, the subscriber, a Notary Public of the State and City/County aforesaid, personally appeared GERALD W. DONOVAN, who acknowledged himself to be the Mayor of TOWN OF CHESAPEAKE BEACH, and he, as such Mayor, being authorized so to do, executed the foregoing Concession Agreement on behalf of TOWN OF CHESAPEAKE BEACH for the purposes therein contained by signing the name of TOWN OF CHESAPEAKE BEACH by himself as such Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Ann Brady-Rushmore
Notary Public

My Commission Expires:

FEBRUARY 28, 1998

STATE OF MARYLAND, CITY/COUNTY OF CALVERT, TO WIT:

I HEREBY CERTIFY that on this 16th day of MARCH, 1995, before me, the subscriber, a Notary Public of the State and City/County aforesaid, personally appeared PAMELA J. SISSON, President of Fishing Creek Landings Corp., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Concession Agreement and acknowledged that he executed the same on behalf of said Fishing Creek Landings Corp. for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal.

Ann Brady-Rushmore
Notary Public

My Commission Expires:

FEBRUARY 28, 1998

ORDINANCE O-22-12

AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND, TO
AMEND CHAPTER 290 OF THE ZONING ORDINANCE

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, The Planning and Zoning Commission conducted a comprehensive rezoning and, following a public hearing, voted to favorably recommend to the Mayor and Town Council that it approve a revised Official Zoning Map and a set of supplemented zoning text amendments; and

WHEREAS, The Town desires to amend the zoning ordinance to reflect the following changes. The actual code numbering and formatting shall be addressed in a subsequent ordinance. The Council adopts the zoning ordinance as follows:

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

1: Amendment to Article XI, Section 290-43, Terms Defined, changing the definition of the term **Building Height.**

BUILDING HEIGHT

A building’s height shall be measured by the normal (not elevated) finished lot grade at the primary front entrance to the building. The height shall be measured to the highest point in the roofline, which shall include any rooftop deck, fence railing, widows walk, or other rooftop addition.

2: Amend Section 290-19L(2) to remove the special method for measuring building height for multifamily and commercial buildings which allows building height for these types of

structures to be measured from the first floor of the livable space when that space sits atop off-street parking.

3: Repeal 290-15 Bonus Density Overlay District in its entirety and renumber the remaining two sections accordingly. Also, make clerical changes to remove all references to the Bonus Density Overlay district wherever they may appear in the Zoning Ordinance.

4: Amend Section 290-9, Purpose and Intent of Districts as noted below to add a purpose statement for a new district called “Residential Village-1 (RV-1)” and change the name of the existing purpose statement from “Residential Village” to “Residential Village-2 (RV-2)”:

RV-1 Residential Village District-1. The RV-1 District is intended to protect the single-family residential character, allowing detached houses that are compatible in design and scale with the prevailing residential uses and the existing pattern of buildings, streets, and blocks.

RV-2 Residential Village District-2. The RV-2 District is intended to protect the primarily single-family residential character while accommodating a variety of housing types compatible in use, scale, and impact with residential use and the existing pattern of buildings, streets, and blocks.

5: Amend Section 290-9, Purpose and Intent of Districts as noted below to eliminate the Commercial and Maritime Districts, replacing them with four new commercial districts and adding a purpose statement for each new district:

NC Neighborhood Commercial District. The Neighborhood Commercial District is intended to provide locations for small-scale and low-impact commercial uses that are designed and operated in a manner compatible in scale and impact with nearby residential neighborhoods.

O-22-12

Passed:

Effective:

TC Town Commercial District. The Town Commercial District is intended to provide locations for commercial uses that are harmonious in scale and impact with nearby residential neighborhoods and to protect and provide a safe and attractive environment for shopping, entertainment, and community gathering.

PC Commercial Plaza District. The Commercial Plaza District is intended to maintain the Town's primary location for larger format locally serving retail uses such as grocery stores and shopping centers, where extensive parking can be readily accommodated.

MC Maritime Commercial District. The Maritime Commercial District is intended to promote a variety of non-residential recreation and commercial uses that enhance the Town's waterfront heritage, respect the sensitive nature of the surrounding environment, and are consistent in character and impact with the following:

- Promoting active and vibrant commercial activities at the street (grade) level where walking is safe and enjoyable.
- Establishing public pedestrian access to and along the waterfronts.
- Preserving the remaining scenic vistas to the Chesapeake Bay (on the east) side and the expansive Fishing Creek marsh (on the west).

6: Amendment to Article III, Section 290-9, Purpose and Intent of Districts, to revise the purpose statement pertaining to the Resource Conservation District.

RC Resource Conservation District. The Resource Conservation District is a non-residential district intended to protect and maintain wetlands, surface waters,

O-22-12

Passed:

Effective:

forests and open space, steep slopes, as well as low lying areas with elevated risks of flooding. The RC District is intended to protect and maintain land use for critical flood and stormwater management; to provide land for community parks and recreational activities, including access to the Bay and its tributaries; to ensure that any new use complies with all environmental protection and land use laws and preservation agreements of the Town of Chesapeake Beach and the State of Maryland, and to ensure open space preservation and prevent residential development of parcels dedicated for Open Space, Forest Conservation, stormwater management, and wildlife habitats.

7: Amendment to Article V, Section 290-19A, Tables, Requirements, Exceptions, to repeal and replace the Table in order to reflect the recommended set of zoning districts and to assign requirements to each new district; to increase the minimum lot size in most zoning districts to 7,500 sq. ft.; to increase the minimum lot size in the RC district from 1 acre (43,560 sq. ft.) to 20 acres; to increase the minimum amount of open space in certain residential districts to 35%; in commercial districts to 20%, and in the RC district to 85% to set the maximum height in all districts at 35 feet, and to make numbering and other clerical changes.

290-19 Tables; requirements; exceptions

A. Tables of dimensional requirements. The regulations for each district pertaining to minimum lot area, minimum lot area per dwelling unit, minimum lot width, maximum height, and minimum required yards shall be as specified in the Table of Dimensional Requirements set forth below.

	R-LD	R-MD	R-HD	RV-1	RV-2	NC	TC	CP	MC	RC
A. Minimum lot size (sq. feet except where noted) ¹	10,000	7,500	5,000	7,500	7,500	7,500	7,500	7,500	7,500	20 acres
B. Average minimum lot area per dwelling unit (sq. ft.) ²	-	-	2,500	6,000	5,000	n/a	7,500	n/a	n/a	n/a
C. Minimum lot width (feet) ³	75	50	50	50	50	50	50	50	50	150

	R-LD	R-MD	R-HD	RV-1	RV-2	NC	TC	PC	MC	RC
D. Minimum front yard setback (feet)	15	15	15	15	15	10	10	10	10	25
E. Minimum side yard setback (feet)	8	8	8	8	8	8	8	8	8	75
F. Minimum rear yard setback (feet)	20	20	20	20	20	20	20	20	20	25
G. Minimum open space	40%	35%	35%	35%	35%	20%	20%	20%	20%	85%
H. Maximum building height (feet)	35	35	35	35	35	35	35	35	35	35

¹Lot areas must conform to State and County Health Department requirements.

²The average lot area of all dwellings on the lot shall equal or exceed that set forth above, provided that no lot is created with a lot area less than 2,000 square feet. Dwellings in the TC District are permitted within a building in combination with a permitted commercial use.

³The minimum lot width for lots with single-family dwellings without public water and sewer is 100 feet.

8: Amendment to Table 1, Permitted Uses by Zoning District (Section 290, Attachment I), updating the set of zoning districts to match those recommended on the proposed new Zoning Map; changing the permitted use status of certain uses in the various zoning districts; adding certain uses to certain districts; modifying the names of certain uses; incorporating certain uses as “Expressly Prohibited” in all zoning districts; and making necessary numbering and other clerical changes. (See Attachment: New Table 1 Permitted Uses by Zoning District)

9: Amendment to Section 290-11, Conditions and Standards for Conditional and Special Exception Uses, adding conditions for certain uses permitted within the Resource Conservation Zone.

290-11 Conditions and standards for conditional and special exception uses.

Environmental science, research, and educational uses, nature centers: special exception with conditions in the RC District, subject to the following:

- (1) Accessory uses shall only be those intrinsically related to the research or educational mission of the principal use.
- (2) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.
- (3) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.
- (4) No building shall be permitted which exceeds a footprint of 2,000 square feet.

Game, wildlife, and nature preserves: Special exception with conditions in the RC District, subject to the following:

- (1) Accessory uses shall only be those intrinsically related to the game, wildlife, nature, or educational mission of the principal use.
- (2) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.

O-22-12

Passed:

Effective:

- (3) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.
- (4) No building shall be permitted which exceeds a footprint of 2,000 square feet.

Public building or recreational facility owned and operated by the Town of

Chesapeake Beach or other governmental agency: special exception with conditions in the RC District, subject to the following:

- (1) No building shall be permitted except that necessary for the purposes of managing the land or water resources or for the purpose of enhancing the low impact experience of the natural environment.
- (2) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.
- (3) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.
- (4) No building shall be permitted which exceeds a footprint of 2,000 square feet.

Parks and playgrounds: special exception with conditions in the RC District, subject to the following:

- (1) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to

O-22-12

Passed:

Effective:

make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.

- (2) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.

Sailing schools, boat rentals, and similar water-oriented recreational uses: special exception with conditions in the RC District, subject to the following:

- (1) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.
- (2) The use shall be limited to waterfront properties or to properties that are contiguous to, and functionally connected with, waterfront properties.
- (3) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be use as an alternative.
- (4) NO building shall be permitted.

Aquaculture: special exception with conditions in the RC District, subject to the following:

- (1) The use shall be limited to waterfront properties or to properties that are contiguous to, and functionally connected with, waterfront properties.
- (2) Whether Article X, Forest Conservation, is applicable or not, the removal of trees on the property shall be strictly limited to only that extent necessary to

O-22-12

Passed:

Effective:

make reasonable use of the property and the applicant shall submit a plan documenting both existing and planned tree cover including an inventory of trees to be removed and replaced.

- (3) There shall be only species usage that are native to this region.
- (4) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.

Storage in association with permitted marine commercial activities: special exception with conditions in the RC District, subject to the following:

- (1) The use shall be limited to permitted marine commercial activities located on the same property or a contiguous property where there is a direct and functionally connected relationship.
- (2) Clearing of forested land to accommodate the use is strictly prohibited.
- (3) The addition of impervious surface coverage shall be strictly limited to only that amount necessary to enable reasonable use of the property and, where feasible, pervious surfaces should be used as an alternative.

10: Amend Section 290-43, Terms Defined to insert and define the term “Tourist Home”, as follows:

Tourist Home (aka Short-Term Rental) A residential building, that is rented commercially in whole or in part, or a separate dwelling unit accessory to such a building that is rented commercially, in which paying guests are provided, with or without prearrangement, overnight accommodations on a short-term basis for commercial compensation, of a period of fewer than 30 days.

11. Amendment to Section 290-19N, Open Space Requirements, to incorporate a requirement that common open space and park amenities be provided within future residential developments.

N. Common Open Space Requirements

- (1) **Purpose:** Common Open Space shall be provided within all future residential developments to preserve, protect and enhance the quality and value of developed lands; promote the preservation of natural and scenic areas; protect sensitive natural resource areas; for the natural retention of stormwater and floodwaters; and to promote access to light, open air, and recreational opportunities for the health and public welfare of residents.
- (2) **Identification:** Common Open Space shall mean landscaped or undeveloped land used for outdoor active and passive recreational purposes or for Critical Area or resource land protection, including structures incidental to these open space uses, including required buffers, but excluding land occupied by structures or impervious surfaces not related to the open space uses and yards required by this chapter.
- (3) A minimum of 1,000 square feet per housing unit of Common Open Space shall be provided and no less than 75% of such open space shall be improved as a recreational area.
- (4) For any proposed development of 10 dwelling units or greater, the development plans shall provide details on the recreational amenities to be constructed or installed by the developer in the Common Open Space for Planning Commission approval; such amenities shall be suited to the needs of the residents of the development.

O-22-12

Passed:

Effective:

- (5) Common Open Space shall be owned and maintained by a Homeowners Association or similar entity.
- (6) No part of the Common Open Space requirement of this section shall be satisfied through a payment of a fee-in-lieu of providing that space.
- (7) The Common Open Space requirement of this section applies to developments with three or more housing units.

12: Section 290-11(b) is changed to provide: “(4) to retain commercial activity at the street level, the first floor at the public street frontage shall remain in commercial use only whereas the second floor would be residential use.”

13: Amendment to Section 290-11, Conditions and Standards for Conditional and Special Exception Uses, adding a condition for a new use called professional licensed physical therapy offices, as follows:

Professional licensed physical therapy office: conditional use in the RV-1 District, subject to the following: The use shall be an integral part of an otherwise permitted mixed use multi-family development.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

Lawrence P. Jaworski, Council Vice-President

O-22-12
Passed:
Effective:

Valerie L. Beaudin, Councilwoman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

L. Charles Fink, Councilman

Margaret P. Hartman, Councilwoman

Text Amendment 11: NEW TABLE 1, PERMITTED USES BY ZONING DISTRICT

Note: This amendment repeals and replaces Section 290 Attachment 1, Table 1. This is the recommended new table per the Planning Commission.

290 Attachment 1

Table 1

Land Use Classifications

KEY:

P: Permitted

NP: Not Permitted

C: Conditional Use (permitted use subject to conditions)

SE: Special Exception

SC: Special Exception, subject to conditions

Use	Zoning Districts											Conditions or Additional Use Regulations
	R-LD	R-MD	R-HD	RV-1	RV-2	RPC	NC	TC	PC	MC	RC	
Residential Uses												
1. Single-family, detached	P	P	P	P	P	P	P	P	NP	NP	NP	
2. Single-family, attached	NP	P	P	NP	P	P	NP	NP	NP	NP	NP	
3. Townhouse dwelling	NP	NP	P	NP	P	P	NP	NP	NP	NP	NP	
4. Multifamily dwelling	NP	NP	P	NP	P	P	NP	NP	NP	NP	NP	
5. Dwelling, accessory	C	C	C	C	C	C	C	C	NP	NP	NP	See § 290-11A
6. Dwelling unit in combination with commercial use	NP	NP	NP	NP	C	C	NP	C	NP	NP	NP	See § 290-11B
Institutional, Recreational and Educational Uses												
7. Churches and other places of worship, provided housing for religious personnel shall meet the minimum requirements of Uses 1 through 4 as applicable.	NP	NP	NP	NP	NP	NP	SC	P	P	NP	NP	See § 290-11C

Use	Zoning Districts											Conditions or Additional Use Regulations
	R-LD	R-MD	R-HD	RV-1	RV-2	RPC	NC	TC	PC	MC	RC	
Office and Commercial Uses												
21. Professional office in residence, physician, architect, lawyer, similar	NP	NP	NP	NP	NP	C	P	P	P	P	NP	See § 290-11J
22. Office or clinic for medical or dental examination or treatment of persons as outpatient, including laboratories incidental thereto	NP	NP	NP	NP	NP	NP	C	C	C	C	NP	See § 290-11-TBD
23. Professional licensed physical therapy office	NP	NP	NP	C	NP	NP	P	P	P	P	NP	See § 290-11-TBD
24. Therapeutic massage	NP	NP	NP	NP	NP	NP	C	C	C	C	NP	See § 290-11K
25. Offices for business, professional, or governmental purposes	NP	NP	NP	C	C	NP	C	C	C	C	NP	See § 290-11L
26. Artists, photographer's gallery, studio	NP	NP	NP	NP	NP	NP	P	P	P	P	NP	See § 290-11M
27. Retail establishments carrying one type of interrelated goods, such as a bookstore, gift shop, florist shop, etc.; adult bookstores are prohibited	NP	NP	NP	NP	NP	NP	P	P	P	P	NP	See § 290-11N
28. Retail convenience stores and retail establishments carrying commodities which tend to be purchased on a comparison basis, such as a food supermarket, department store, discount store, pharmacy, etc.	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
29. Tree and plant nurseries, landscape supply and contracting, greenhouses	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
30. Personal services, including barbershops, salons, laundry, dry cleaning (receiving stations), travel agency, insurance, real estate, repair shop for shoes, bikes, watches, locks, etc.	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	See § 290-11O

Use	Zoning Districts											Conditions or Additional Use Regulations
	R-LD	R-MD	R-HD	RV-1	RV-2	RPC	NC	TC	PC	MC	RC	
31. Financial service, bank	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
32. Business services, printing, copying, contractor's shop, plumbing shop	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
33. Appliance and furniture repair, upholstery	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
34. Restaurant – Class I; drive-up/drive-through windows at fast-food restaurants are prohibited	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	
35. Restaurant - Class II	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
36. Restaurant - Class III	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	See § 290-11-TBD
37. Tavern, nightclub	NP	NP	NP	NP	NP	NP	NP	SC	SC	SC	NP	See § 290-11 TBD
38. Bed-and-breakfast establishment	SC	SC	SC	SC	SC	SC	C	C	C	C	NP	See § 290-11P
39. Motel, hotel	NP	NP	NP	NP	NP	NP	NP	SC	SC	SC	NP	See § 290-11R
40. Tourist home	NP	NP	NP	NP	NP	NP	NP	SE	SE	SE	NP	
41. Entertainment and recreation facilities operated as a business within a building, with the exception of an adult bar, restaurant, or nightclub	NP	NP	NP	NP	NP	NP	NP	SC	SC	SC	NP	See § 290-11-TBD
42. Recreational and fitness studios	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	
43. Outdoor entertainment and recreation facilities operated as a gainful business	NP	NP	NP	NP	NP	NP	NP	SE	SE	SE	NP	
44. Recreational camps and cottages for overnight accommodations	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	
45. Animal hospital, veterinarian clinic	NP	NP	NP	NP	NP	NP	NP	SC	SC	SC	NP	See § 290-11S
Use	Zoning Districts											Conditions or Additional Use Regulations
	R-LD	R-MD	R-HD	RV-1	RV-2	RPC	NC	TC	PC	MC	RC	

Automotive and Boat Service Uses												
46. Nonresidential parking area located in a residential district	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	
47. Automotive service station	NP	NP	NP	NP	NP	NP	NP	SC	NP	NP	NP	See § 290-11T
48. Sale or rental of automobiles	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	See § 290-11U
49. Repair garage, including paint spraying and body and fender work or car washing facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	See § 290-11V
50. Marina, including fuel service for watercraft, boat storage and repair yard, boat sales and service	NP	NP	NP	NP	NP	NP	NP	NP	NP	SC	NP	See § 290-11W
Utilities, Communications, Transportation												
51. Transformer station, structure housing switching equipment and regulators, power transmission line right-of-way, radio, television transmitter tower, cellular tower, etc.	SC	SC	SC	SC	SC	SC	SC	SC	SC	SC	SC	See § 290-11X
52. Bus station, intermodal transit center	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE	NP	
Light Industrial and Related Uses												
53. Aquaculture	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	SC	See § 290-11-CC
54. Micro Brewery, Micro-distillery	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	
55. Craft and artisan assembly and manufacturing such as cabinet making, woodworking, glass making, blacksmithing, boat building and sail manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	
56. Water-dependent seafood processing and fishing activities	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE	
57. Data center	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	
58. Bio manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	
59. Storage in association with permitted marine commercial activities	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE	SC	See § 290-11-TBD

Chesapeake Beach Oyster Cultivation Society Report

October 2022

Chesapeake Beach Town Council Meeting

- **Tom Price of MGO (Maryland Grows Oysters out of Piney Point hatchery) delivered 185 bags of spat-on-shell to CBOCS on Saturday, October 8th. A group of 20 volunteers came out to help process and deliver the spat to the reef. We received one half of the delivery at 8:30am and the other half at 11:00 am. Bags were unloaded from the truck; the bags were then opened up and shells were placed in large bins. The bins were loaded onto Jay Berry's boat and with 4-5 volunteers along for each ride, the spat were dumped into the bay on the reef. After hand-counting the spat in one bag of shells, it was estimated that we delivered approximately 142,000 spat onto the reef.**

- **The 5th grade field trips began Sept 12. We have 12 volunteers assisting with the logistical effort of sponsoring these trips.**
 - **The volunteers unlock all facilities, load a golf cart full of bins, boxes and tarps and carry them out to the head of the fishing creek trail. Everything is unloaded, some bins are filled with water and the volunteers haul up oyster cages from the creek. Fish and other aquatic creatures are collected from the cages and placed in bins for the students to identify.**

 - **The Oysterarium on the trail is opened up, and the tank as well as 4 bins of oyster shells and spat are cleaned and scrubbed. Other equipment for measuring salinity, water depth, turbidity,**

- temperature and dissolved oxygen is delivered to two of the bump outs on the trail for use by the students.**
- **The volunteers then man the golf cart while the students participate in the testing process. At the end of the day, the volunteers then take down the workstations and return all equipment to the storage room at Kellams field, handout trail guides for each student and lock up all facilities.**
 - **As of October 11, 532 students and 134 teachers/chaperones have participated in the program with 117.5 CBOCS volunteer hours contributed.**
- **Once the field trips end after the first week of November, CBOCS will be planning a refresh of our Town web page along with other social media accounts.**

Green Team Committee Meeting Minutes

September 22, 2022

The meeting was called to order at 6:30 pm

Attendees:

Valerie Beaudin

Sally Bissell

Madeleine Blake

Melanie Crowder

Linda Draper

Joanie Martin

Ken Rasmussen

Upcoming Community Event – Paddle and Pathways

- This event is scheduled for Saturday, October 1st from 9 to 11 am (no rain date)
- Valerie gave out flyers for the event to be distributed at various town locations
- Two tables will be set up for registration, Madeleine volunteered to cover one at the boat ramp and Joanie will cover the one at the trail head.
- Erica Love with Calvert County Parks and Recreation will provide materials for trash pickup (gloves, garbage bags, handheld pickers)
- Ken will reach out to scout troops who might be looking for volunteer opportunities to complete badge activities

Town Calendar

- Discussion ensued regarding getting our events added to the town calendar for a full year in advance so that people will see consistency in our activities
- Valerie asked if we were willing to commit to a spring cleanup and if so, how much it would entail (what should be included in town landscaping contract and what should be done by volunteers)
- Melanie to call a member of The Watershed Stewards to see how they manage to clean large creeks that cannot be reached by boat (specifically we would like to target the waterway across from the Seagate development)
- Committee agreed to a spring town cleanup for Earth Day, Saturday, April 22, 2023, continuing to be held on the fourth Saturday of April from now on.

Bayfront Park

- Monday, October 3, time to be determined, committee volunteers will meet at Bayfront Park to collaborate with town landscapers on placement of trees, shrubs, and bridge section on north side of entrance.

Pollinator Garden and 17th St. Project

- Volunteers will meet at 9am! on Saturday, October 22nd at the 17th street location to plant for fall and will then move to the pollinator garden on the trail at around 10am
- Rain date will be Sunday, October 23rd
- Melanie has acquired plants and bags of leaf grow for the project
- Watering continues to be done by hand since the system was struck by lightning

Education and Outreach

- Annual Green Team Community Education Program to be held at the Northeast Community Center on March 4, 2023
- Guest speaker Kerri Wixted will speak on invasives

Tree City USA

- Melanie, Ken, and Sue have already held an informal meeting to discuss ways to proceed with this project
- Linda had contacted other towns that are Tree City certified for information or to set up a tour but was not met with enthusiasm
- Brian Stupak with Maryland's Forest Service has been out of state but has assured Melanie that he will ask the soil conservation district to provide a letter to the town assuring the board that the maintenance of new trees planned for the boardwalk that runs to Brownie's beach will not affect the stability of the slope
- Committee discussed the difficulty of proceeding with this long-range project until the new landscape contract is completed
- Committee has estimates of the costs in time and money for the maintenance of this project and can add them to the landscape contract at any time
- Linda suggested that we invite a member of the Kellam's Field Improvement Committee to join us at a Green Team meeting to discuss how we can work collaboratively on future tree planting and beautification projects

This meeting was adjourned at approximately 7:40 pm

The next meeting of the Green Team Committee will be at 6:30pm on Thursday, November 3, 2022 at the Town Hall



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Filter Cleaning

Date: October 14, 2022

I. BACKGROUND:

The Mayor and Town Council awarded a contract to Blue Earth for the cleaning of Filter #1 at the CBWRTP, completed in December 2019. At the time, the plan was to evaluate the cleaning process and follow up with the cleaning process for Filter #2, Filter #3, and Filter #4.

At the time of cleaning, it was discussed that cleaning the filters would increase the life span of the filter media with full replacement of the media costing over \$1.5 M. The CBWRTP staff was not satisfied with the cleaning of Filter #1 and did not move forward with Filter Cleaning 2,3,4 in 2020. The Town conducted a study through RK&K, which did not provide any definitive answer as to why the filters were not operating properly.

Since then, the CBWRTP staff has increased preventive maintenance of Filter #1, #2, #3, and #4, and this has resolved issues. However, cleaning the filters is again advised by CBWRTP staff to mitigate algae growth per MDE requirements. Cleaning the filters and covering the filters is expected to maintain the media for the next (2) two years before complete replacement will likely be necessary.

II. FILTER CLEANING:

The sampling analysis for the sample sent to Blue Earth is provided as *attachment 3082-1 EFMA (Chesapeake Beach, MD)*. For the previous cleaning in 2019, the primary contaminant was calcium (21.4% of the sample). For the most recent sample, the primary contaminant was phosphorus (38.4% of the sample). As a result, the recommended method for cleaning will be different. Last time, the cleaning was performed using an alkaline chemical pumped from on-site totes to raise the pH to ~10.6. This time, the cleaning will be performed using an acidic dry chemical hand applied to the media to decrease the pH to ~1.0. For both processes, a second chemical was/will be added to neutralize the cleaning chemical prior to discharge to the mudwell where it would be pumped back to the head of the Plant.

The CBWRTP Superintendent discussed the cleaning process with the vendor. The vendor will provide all labor to perform the application of the chemicals. Work would be performed on the filters over one week. It was recommended that, due to the current market volatility, we have all chemicals delivered in one shipment to allow for the minimization of shipping costs. We would need to be able to store the chemicals on-site out of the weather. It was considered that we could move the on-site Dri-Prime pump to adjacent to the SPT tank and utilize the pole barn at the entrance to the Plant for storage.

A review of the O&M manuals for the filters shows that it is recommended to allow 2-3 weeks for a filter to acclimate and regrow the biofilm needed for operation. It was decided that we would present a request to change the work period to extend over an 8-week period to allow 2 weeks for a filter to acclimate before taking another out of service for cleaning and acclimation.



The contractor has agreed to perform the work in 4 phases of 2 weeks each.

III. NEXT STEPS:

Town Council to consider awarding a contract to Blue Earth for \$75,393.60 from the CBWRTP Capital improvement budget.



Quote

7200

5055 W Patrick Ln STE 101
Las Vegas Nevada 89118
U.S.A
P: 702-851-4760
<https://blueearthproducts.com/>

Bill To
Chesapeake Beach Water Reclamation Plant
8550 Bayside Rd
Chesapeake Beach 20732 Maryland United States

Estimate Date : 09/09/2022

Sales person : Phil Van Wettering, Jr

Ship To
United States

Freight Method : Pre-Pay & Add

Item	Qty	List price	Amount
pHaze - 50 lbs	168.00	154.00	18,110.40
neXt - 50 lbs	328.00	192.00	44,083.20
Labor	24.00	550.00	13,200.00
		Sub Total	75,393.60
		Total	\$75,393.60

All prices FOB manufacturing plant. Price does not include any applicable sales or use taxes.

*** Subject to Blue Earth Labs standard terms and conditions. ***

Terms and conditions:

A. SALES POLICY

1. Wholesale Only.

Blue Earth Labs, LLC ("Blue Earth Labs") only sells products for commercial purposes.

2. Prices.

Prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact Blue Earth Labs or check online at www.BlueEarthLabs.com for current pricing. Export orders may be subject to other special pricing. Blue Earth Labs reserves the right to accept or reject any order.

3. Sales Tax.

Customers are responsible for payment of all applicable state and local taxes or for providing Blue Earth Labs with a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

4. Payment and Credit Terms.

Blue Earth Labs accepts cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established Blue Earth Labs credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by Blue Earth Labs to its customers, and the limits of such credit is at Blue Earth Labs' sole discretion, and may be reduced or revoked by Blue Earth Labs at any time, for any reason. Blue Earth Labs reserves the right to charge a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Blue Earth Labs shall have the right of set-off and deduction for any sums owed by customer to Blue Earth Labs. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Blue Earth Labs' credit terms or any of the other terms hereof or of any other agreement between Blue Earth Labs and the customer, Blue Earth Labs may (in addition to all other remedies available to it) defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

5. Joint and Several Liability.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Customer, together with each of customer's subsidiaries and affiliates purchasing from Blue Earth Labs, will be jointly and severally liable for purchases, and customer is also acting as agent for such subsidiaries and affiliates.

6. Credit Balance.

Customer agrees that any credit balance(s) issued by Blue Earth Labs will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND BLUE EARTH LABS SHALL HAVE NO FURTHER LIABILITY.

B. FREIGHT POLICY

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. Blue Earth Labs charges a shipping and handling fee on each order which is applied at time of order and reflected on customer's invoice. Other terms and conditions may apply for other than standard delivery including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for such other than standard freight services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only resource is to file a claim with the carrier.

C. WARRANTY POLICY

1. LIMITED WARRANTY.

ALL PRODUCTS SOLD AND PAID FOR ARE WARRANTED BY BLUE EARTH LABS ONLY TO CUSTOMERS FOR RESALE OR USE IN COMMERCIAL OR MUNICIPAL WATER TREATMENT OR DISTRIBUTION AND ONLY WHEN PROPERLY USED BY QUALIFIED, COMPETENT PROFESSIONALS FOLLOWING ACCEPTED PROCEDURES AS OUTLINED IN BLUE EARTH LABS' PUBLISHED LITERATURE AND WRITTEN OR ORAL INSTRUCTIONS

All prices FOB manufacturing plant. Price does not include any applicable sales or use taxes.

*** Subject to Blue Earth Labs standard terms and conditions. ***

PROVIDED TO THE CUSTOMER. BLUE EARTH LABS WARRANTS ITS PRODUCTS TO CONFORM TO THE QUALITY STANDARDS AS STATED IN THE SPECIFIC PRODUCT LITERATURE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF PURCHASE FROM BLUE EARTH LABS, UNLESS OTHERWISE STATED. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, BLUE EARTH LABS MAY, AT ITS OPTION: (i) REPLACE; OR (ii) REFUND THE AMOUNT PAID BY CUSTOMER. ANY LAWSUIT OR OTHER PROCEEDING ARISING FROM THIS LIMITED WARRANTY MUST BE BROUGHT WITHIN (1) YEAR AFTER THE DATE OF PURCHASE OF THE PRODUCT FROM BLUE EARTH LABS.

2. WARRANTY DISCLAIMER.

NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED OR BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, OTHER AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY BLUE EARTH LABS. BLUE EARTH LABS DISCLAIMS ANY LIABILITY CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. BLUE EARTH LABS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABLE; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS. BLUE EARTH LABS MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

3. LIMITATION OF LIABILITY.

BLUE EARTH LABS EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION AND OTHER ECONOMIC DAMAGES) INCLUDING IN RELATION TO BLUE EARTH LAB'S PRODUCTS OR SERVICES, THE USE OF, OR THE INABILITY TO USE, BLUE EARTH LAB'S PRODUCTS OR THE END USER'S TANKS, FILTER BASINS, OTHER SURFACE AREAS, PIPES, FILTER MEDIA OR THE WATER TREATMENT AND/OR DISTRIBUTION INFRASTRUCTURE, EVEN IF BLUE EARTH LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLUE EARTH LABS' LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

4. Manufacturer's Warranty.

Customers may obtain information on a specific manufacturer's warranty for products sold, but not manufactured, by Blue Earth Labs by calling (702)-851-4760.

5. Product Compliance and Suitability.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Blue Earth Labs does not accept responsibility for construction, installation, and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

D. PRODUCT INFORMATION

1. Marketing/Website Information.

Blue Earth Labs reserves the right to correct publishing errors in its marketing literature or any of its websites. Product depictions in the marketing literature or websites are for illustrative purposes only. Possession of, or access to, any Blue Earth Labs catalog, literature or websites does not constitute the right to purchase products.

2. Material Safety Data Sheets.

Material Safety Data Sheets for OSHA defined hazardous substances are available by contacting Blue Earth Labs, 5055 West Patrick Lane, Suite #101, Las Vegas, NV 89118 U.S. ((702)-851 4760) or by logging on to www.BlueEarthLabs.com.

E. CONFIDENTIAL INFORMATION

1. Covenant

CUSTOMER SHALL HOLD IN CONFIDENCE AND NOT DIRECTLY OR INDIRECTLY REVEAL, REPORT, PUBLISH, DISCLOSE OR TRANSFER ANY CONFIDENTIAL INFORMATION OF BLUE EARTH LABS TO ANY PERSON OR ENTITY, OR UTILIZE ANY CONFIDENTIAL INFORMATION RECEIVED FROM BLUE EARTH LABS FOR ANY PURPOSE, EXCEPT IN THE ORDINARY COURSE OF CUSTOMER'S BUSINESS CONSISTENT WITH THESE TERMS AND CONDITIONS. All Confidential Information utilized or made available by Blue Earth Labs shall at all times remain and be the sole property of Blue Earth Labs.

2. Reverse Engineering

Customer shall not perform, or knowingly allow any other person to perform, any form of reverse engineering of any

products sold by Blue Earth Labs, including without limitation, any reformulation, decompilation, disassembly, or formula reconstruction of such products or any of their components.

F. GENERAL TERMS

1. Force Majeure.

Blue Earth Labs shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Blue Earth Labs in the conduct of its business.

2. Blue Earth Labs' Performance of Services.

Customer will hold harmless and indemnify Blue Earth Labs, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Blue Earth Labs related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

3. Cancellation.

All product cancellations must be approved by Blue Earth Labs, and may be subject to restocking fees and other charges.

G. MISCELLANEOUS

1. No Waiver.

No failure or delay by Blue Earth Labs in exercising any right, power or remedy under available to it under these terms and conditions will operate as a waiver of any such right, power or remedy.

2. Governing Law; Venue.

All issues and questions concerning these terms and conditions shall be governed by, and construed in accordance with, the laws of the State of Nevada. Venue and personal jurisdiction for any claim, action or proceeding with respect to or arising out of these terms and conditions shall lie solely in the state or federal courts sitting in Clark County, Nevada to which the customer hereby unconditionally consents.

3. Other Agreements.

If the customer has entered into any resale, purchase, or other form of agreement with Blue Earth Labs for the purchase, sale, or resale of Blue Earth Labs' products, such agreement will govern to the extent that its terms are in any manner contrary to the terms and conditions set out herein.