



**TOWN COUNCIL INFORMATIONAL
WORK SESSION AGENDA
September 12, 2023
Starting at 6:00 PM**

I. Call to Order and Roll Call

II. Pledge of Allegiance

III. Informational discussion on the following:

1. Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Purchase of Spare Parts Purchase
2. Town Council Vice President
3. Chesapeake Beach Town Planner, Sarah Franklin
4. Appointment of the Town of Chesapeake Beach Tree Board

Members:

Sue Alexander

Melanie Crowder

Jay Berry

Keith Pardieck

Kathleen Berault

Ken Rasmussen

5. Ordinance O-23-22, An Ordinance Of The Town Council Of Chesapeake Beach, Maryland, Regarding Use Of Cannabis Smoking On Town Property Or In Any Business Establishment In Town.
6. Ordinance O-23-23, An Ordinance Of The Town Council Of Chesapeake Beach, Maryland, To Amend The Language Of The Zoning Code Regarding Stores That Sell Or Distribute Cannabis.
7. Public Works Agreement Rod N Reel
8. Chesapeake Beach Water Park Community Opinion Survey

8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732

(410) 257-2230

(301) 855-8398



IV. Council Lightning Round

V. Closed Session A motion to close the work session under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (3) “to consider the acquisition of real property for a public purpose and matters directly related thereto.”

VI. Adjournment

8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732

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To: The Honorable Mayor and Town Council

From Holly Wahl, Town Administrator

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Purchase of Spare Parts

Date: September 8, 2023

I. BACKGROUND:

The Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) requires adequate inventory of spare parts. Staff assessed what the CBWRTP has addition on-hand inventory of components for the Plants PLCs. In response, the CBWRTP Superintendent created a list of individual modules, and quantities of each, for all the PLC units currently in use, identified a list of needs and received estimates to purchase the needed items.

II. PRICING:

The CBWRTP Superintendent reached out to Rexel, received a pricing quote, and developed a listing to be used for the order. Exhibit A provides a spreadsheet for the units we have in use, on hand inventory, cost of each, and the criticality of the part to Plant operations.

III. RECOMMENDATION:

The Town Council approved a CBWRTP FY24 budget that accounts for \$25,000 in expected spare parts inventory purchases. It is recommended that the Town Council authorize the Town Administrator to purchase the modules for all the PLCs evaluated at a criticality of 3 or higher, which is estimated not to exceed \$21,000.00.

Exhibit A

MODULE TYPE	MODULE ID	Inventory	Pricing	Criticality	TOTAL IN USE	RAS BLDG HMI PANEL	DENITE FILTER HMI PANEL	DENITE FILTER INF PUMP STATION PANEL	UV POWER AND DATA DISTRIBUTION CENTER	NPW PUMP STATION PANEL	PACL CONTROL PANEL	METHANOL CONTROL PANEL	PRESS FEED PUMPS PANEL (HEADWORKS)	PRESS HMI PANEL	AERATION BLOWER HMI PANEL	SPT/SBR PANEL
CONTROLLER	COMPACT LOGIX 1769-L36ERM	-	\$ 7,328.87	5	3	-	1	-	-	-	-	-	1	-	1	-
POWER SUPPLY	1769-PA4	-	\$ 673.98	5	11	2	2	1	-	1	-	-	2	-	2	1
AC INPUT	1769-IA16	2	\$ 427.41	5	34	5	8	3	1	2	-	-	2	3	8	2
AC OUTPUT	1769-OA16	2	\$ 678.62	5	13	2	5	1	-	1	-	-	1	-	3	-
ANALOG INPUT	1769-IF8	2	\$ 1,171.39	5	13	2	3	1	-	1	-	-	1	-	5	-
ANALOG OUTPUT	1769-OF8C	-	\$ 2,193.10	5	5	-	2	1	-	-	-	-	1	-	-	1
CONTROLLER	COMPACT LOGIX 1769-L33ER	-	\$ 4,232.39	4	5	1	-	1	-	1	-	-	1	1	-	-
ANALOG OUTPUT	1769-OF4CI	1	\$ 1,679.64	4	10	2	-	-	-	1	1	-	1	-	5	-
CONTROLLER	COMPACT LOGIX 1769-L30ER	-	\$ 2,976.25	3	1	-	-	-	1	-	-	-	-	-	-	-
REMOTE I/O	1734 AENT SERIES B/POINT IO	-	\$ 712.09	3	1	-	-	-	-	-	-	1	-	-	-	-
POWER SUPPLY	1734-FPD	-	\$ 152.46	3	2	-	-	-	-	-	-	2	-	-	-	-
POWER SUPPLY	1769-PB2	-	\$ 412.46	3	1	-	-	-	1	-	-	-	-	-	-	-
AC INPUT	1734-IE2C	1	\$ 435.07	3	2	-	-	-	-	-	-	2	-	-	-	-
AC OUTPUT	1734-OE2C	-	\$ 447.47	3	1	-	-	-	-	-	-	1	-	-	-	-
ANALOG INPUT	1734-IA4	1	\$ 194.61	3	3	-	-	-	-	-	-	3	-	-	-	-
ANALOG INPUT	1769-IF4	-	\$ 733.45	3	2	-	-	-	1	-	-	-	-	-	-	1
ANALOG OUTPUT	1734-OA4	1	\$ 247.90	3	2	-	-	-	-	-	-	2	-	-	-	-
ANALOG I/O	1769-IF4XOF2	-	\$ 886.88	3	2	-	-	-	-	-	-	-	-	1	1	-
COM ADAPTER	PROSOFT INRAX	-	-	2	1	-	-	-	1	-	-	-	-	-	-	-
POWER SUPPLY	1769-PA2	-	\$ 412.88	2	1	-	-	-	-	-	-	-	-	1	-	-
AC/DC OUT RELAY	1769-OW8I	-	\$ 441.12	2	1	-	-	-	-	-	-	-	-	1	-	-
ANALOG OUTPUT	1769-OF4	-	\$ 1,153.07	2	1	-	-	-	-	-	-	-	-	1	-	-
CONTROLLER	COMPACT LOGIX L32E	-	-	1	1	-	-	-	-	-	-	-	-	-	-	1
CONTROLLER	COMPACT LOGIX 1769-L24ER/QB1B	-	\$ 2,839.70	1	1	-	-	-	-	-	1	-	-	-	-	-
AC/DC OUT ISOLATED RELAY	1769-OW16	-	\$ 604.98	1	3	-	-	-	-	-	-	-	1	1	-	1
ETHERNET MODEM	9300-RADES	-	\$ 1,300.00	1	1	-	-	-	-	-	-	-	-	-	-	1

TOTAL \$ 32,335.79

TOTAL COST FOR ITEMS NOT IN INVENTORY \$ 27,501.15

CRITICALITY ≥1 \$ 27,501.15

CRITICALITY ≥2 \$ 22,756.47

CRITICALITY ≥3 \$ 20,749.40 MOST IDEAL ORDER v CURRENT BUDGET BALANCE (~\$23,000)

CRITICALITY ≥4 \$ 14,428.34

CRITICALITY =5 \$ 10,195.95



Quotation

BRANCH: 3348 TOW SPARKS
 120-A SPARKS VALLEY ROAD
 SPARKS, MD 21152-9342
 410-568-4850
 Fax

QUOTE DATE	QUOTE NUMBER	PAGE NO.
07/25/2023	S137155684	1 of 8
CUST PO#:		
JOB/REL#:		

QUOTE TO:

TOWN OF CHESAPEAKE BEACH
 P O BOX 400
 CHESAPEAKE BEACH, MD 20732-0400

SHIP TO:

TOWN OF CHESAPEAKE BEACH
 8550 BAYSIDE RD
 CHESAPEAKE BEACH, MD 20732-3311

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON	
215012			HOUSE	
WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-L33ER COMPACTLOGIX 2 MB ENET CONTROLLER No stock. Factory lead time is currently: 09/11/2023 Pn: 357022 UPC: 88563010122		4232.388/EA	4232.39
1EA	AB 1769-L36ERM COMPACTLOGIX 3 MB MOTION CONTROLLER No stock. Factory lead time is currently: 09/06/2023 Pn: 359794 UPC: 88563010123		7328.868/EA	7328.87
1EA	AB 1769-L30ER COMPACTLOGIX 1 MB ENET CONTROLLER No stock. Factory lead time is currently: 09/06/2023 Pn: 359788 UPC: 88563010127		2976.253/EA	2976.25

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Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-L24ER-QB1B COMPACTLOGIX 750KB DI/O CONTROLLER		2839.703/EA	2839.70
	Currently 2 EA in stock locally at Rexel. Pn: 416942 UPC: 88563010124			
1EA	AB 1734-AENT POINT I/O ETHERNET NETWORK ADAPTOR		712.086/EA	712.09
	Currently 7 EA in stock locally at Rexel. Pn: 56431 UPC: 61259829043			
1EA	AB 1769-PA4 CMLPX SELECTABLE AC 4A/2A POWER SUPPLY		673.977/EA	673.98
	No stock available. Factory lead time: 10/04/2023 Pn: 19375 UPC: 61259827688			

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INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-PB2 COMPACTLOGIX DC 2A/0.8A POWER SUPPLY		412.457/EA	412.46
	No stock available. Factory lead time: 10/04/2023 Pn: 68743 UPC: 66246899296			
1EA	AB 1734-FPD POINT I/O FIELD DISTRIBUTOR MODULE		152.460/EA	152.46
	Currently 29 EA in stock locally at Rexel. Pn: 68776 UPC: 61259820688			
1EA	AB 1769-PA2 COMPACTLOGIX AC 2A/0.8A POWER SUPPLY		412.885/EA	412.88
	Currently 5 EA in stock locally at Rexel. Pn: 68755 UPC: 66246899295			

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INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-IA16 COMPACTLOGIX 16 PT 120VAC D/I MODULE Currently 13 EA in stock locally at Rexel. Pn: 55036 UPC: 66246899280		427.409/EA	427.41
1EA	AB 1734-IE2C POINT I/O 2 POINT ANALOG INPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 69482 UPC: 61259820523		435.070/EA	435.07
1EA	AB 1769-OA16 COMPACTLOGIX 16 PT 240VAC D/O MODULE Currently 6 EA in stock locally at Rexel. Pn: 48701 UPC: 61259828622		678.620/EA	678.62

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INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1734-OE2C POINT I/O 2 POINT ANALOG OUTPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 69430 UPC: 61259820529		447.470/EA	447.47
1EA	AB 1769-OW16 COMPACTLOGIX 16 PT D/O RELAY MODULE Currently 43 EA in stock locally at Rexel. Pn: 66658 UPC: 61259828623		604.978/EA	604.98
1EA	AB 1769-OW8I COMPACTLOGIX 8 PT D/O RELAY ISO MODULE Currently 9 EA in stock locally at Rexel. Pn: 68765 UPC: 66246899291		441.117/EA	441.12

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INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-IF8 COMPACTLOGIX 8 PT ANALOG INPUT MODULE No stock available. Factory lead time: 11/08/2023 Pn: 41644 UPC: 66246886113		1171.392/EA	1171.39
1EA	AB 1769-IF4 COMPACTLOGIX 4 PT A/I C AND V MODULE No stock available. Factory lead time: 11/08/2023 Pn: 4786 UPC: 66246899293		733.448/EA	733.45
1EA	AB 1734-IA4 POINT I/O 4 POINT DIGITAL INPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 63906 UPC: 61259834713		194.610/EA	194.61

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Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-OF4CI COMPACTLOGIX 4 PT A/O CURRENT MODULE No stock available. Factory lead time: 10/25/2023 Pn: 75316 UPC: 78118090865		1679.639/EA	1679.64
1EA	AB 1769-OF8C COMPACTLOGIX 8 PT A/O CURRENT MODULE No stock available. Factory lead time: 12/27/2023 Pn: 41622 UPC: 66246886162		2193.100/EA	2193.10
1EA	AB 1769-OF4 COMPACTLOGIX 4 PT A/O C AND V MODULE Currently 2 EA in stock locally at Rexel. Pn: 127808 UPC: 61259884078		1153.007/EA	1153.01

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CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON
215012			HOUSE
WRITER	WRITER PHONE#	WRITER EMAIL	
Laura Ross		Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE
Laura Ross	ROUTE 508	PROX 25th	07/25/2023
			FREIGHT ALLOWED
			No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	AB 1734-OA4 POINT I/O 4 POINT DIGITAL OUTPUT MODULE No stock available. Factory lead time: 10/20/2023 Pn: 63962 UPC: 61259834715	247.900/EA	247.90
1EA	AB 1769-IF4XOF2 COMPACTLOGIX 6 PT A/I AND A/O MODULE No stock available. Factory lead time: 11/08/2023 Pn: 66669 UPC: 61259828621	886.883/EA	886.88
1EA	AB 9300-RADES REMOTE ACCESS ETHERNET MODEM No stock available. Factory lead time: 8/17/2023 Pn: 61901 UPC: 61259830260	1300.000/EA	1300.00

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 Full phone support at (888) 739-3577

Subtotal	32335.73
S&H Charges	0.00
Sales Tax	0.00
Total	32335.73



Quotation

BRANCH: 3348 TOW SPARKS
 120-A SPARKS VALLEY ROAD
 SPARKS, MD 21152-9342
 410-568-4850
 Fax

QUOTE DATE	QUOTE NUMBER	PAGE NO.
07/25/2023	S137155684	1 of 8
CUST PO#:		
JOB/REL#:		

QUOTE TO:

TOWN OF CHESAPEAKE BEACH
 P O BOX 400
 CHESAPEAKE BEACH, MD 20732-0400

SHIP TO:

TOWN OF CHESAPEAKE BEACH
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215012			HOUSE	
WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-L33ER COMPACTLOGIX 2 MB ENET CONTROLLER No stock. Factory lead time is currently: 09/11/2023 Pn: 357022 UPC: 88563010122		4232.388/EA	4232.39
1EA	AB 1769-L36ERM COMPACTLOGIX 3 MB MOTION CONTROLLER No stock. Factory lead time is currently: 09/06/2023 Pn: 359794 UPC: 88563010123		7328.868/EA	7328.87
1EA	AB 1769-L30ER COMPACTLOGIX 1 MB ENET CONTROLLER No stock. Factory lead time is currently: 09/06/2023 Pn: 359788 UPC: 88563010127		2976.253/EA	2976.25

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Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON		SHIP VIA	TERMS	SHIP DATE
Laura Ross		ROUTE 508	PROX 25th	07/25/2023
FREIGHT ALLOWED				
		No		
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-L24ER-QB1B COMPACTLOGIX 750KB DI/O CONTROLLER		2839.703/EA	2839.70
	Currently 2 EA in stock locally at Rexel. Pn: 416942 UPC: 88563010124			
1EA	AB 1734-AENT POINT I/O ETHERNET NETWORK ADAPTOR		712.086/EA	712.09
	Currently 7 EA in stock locally at Rexel. Pn: 56431 UPC: 61259829043			
1EA	AB 1769-PA4 CMLPX SELECTABLE AC 4A/2A POWER SUPPLY		673.977/EA	673.98
	No stock available. Factory lead time: 10/04/2023 Pn: 19375 UPC: 61259827688			

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WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-PB2 COMPACTLOGIX DC 2A/0.8A POWER SUPPLY		412.457/EA	412.46
	No stock available. Factory lead time: 10/04/2023 Pn: 68743 UPC: 66246899296			
1EA	AB 1734-FPD POINT I/O FIELD DISTRIBUTOR MODULE		152.460/EA	152.46
	Currently 29 EA in stock locally at Rexel. Pn: 68776 UPC: 61259820688			
1EA	AB 1769-PA2 COMPACTLOGIX AC 2A/0.8A POWER SUPPLY		412.885/EA	412.88
	Currently 5 EA in stock locally at Rexel. Pn: 68755 UPC: 66246899295			

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Laura Ross		Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE
Laura Ross	ROUTE 508	PROX 25th	07/25/2023
			FREIGHT ALLOWED
			No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	AB 1769-IA16 COMPACTLOGIX 16 PT 120VAC D/I MODULE Currently 13 EA in stock locally at Rexel. Pn: 55036 UPC: 66246899280	427.409/EA	427.41
1EA	AB 1734-IE2C POINT I/O 2 POINT ANALOG INPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 69482 UPC: 61259820523	435.070/EA	435.07
1EA	AB 1769-OA16 COMPACTLOGIX 16 PT 240VAC D/O MODULE Currently 6 EA in stock locally at Rexel. Pn: 48701 UPC: 61259828622	678.620/EA	678.62

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WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1734-OE2C POINT I/O 2 POINT ANALOG OUTPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 69430 UPC: 61259820529		447.470/EA	447.47
1EA	AB 1769-OW16 COMPACTLOGIX 16 PT D/O RELAY MODULE Currently 43 EA in stock locally at Rexel. Pn: 66658 UPC: 61259828623		604.978/EA	604.98
1EA	AB 1769-OW8I COMPACTLOGIX 8 PT D/O RELAY ISO MODULE Currently 9 EA in stock locally at Rexel. Pn: 68765 UPC: 66246899291		441.117/EA	441.12

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215012			HOUSE
WRITER	WRITER PHONE#	WRITER EMAIL	
Laura Ross		Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE
Laura Ross	ROUTE 508	PROX 25th	07/25/2023
			FREIGHT ALLOWED
			No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	AB 1769-IF8 COMPACTLOGIX 8 PT ANALOG INPUT MODULE No stock available. Factory lead time: 11/08/2023 Pn: 41644 UPC: 66246886113	1171.392/EA	1171.39
1EA	AB 1769-IF4 COMPACTLOGIX 4 PT A/I C AND V MODULE No stock available. Factory lead time: 11/08/2023 Pn: 4786 UPC: 66246899293	733.448/EA	733.45
1EA	AB 1734-IA4 POINT I/O 4 POINT DIGITAL INPUT MODULE No stock available. Factory lead time: 10/23/2023 Pn: 63906 UPC: 61259834713	194.610/EA	194.61

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215012			HOUSE	
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Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	07/25/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-OF4CI COMPACTLOGIX 4 PT A/O CURRENT MODULE No stock available. Factory lead time: 10/25/2023 Pn: 75316 UPC: 78118090865		1679.639/EA	1679.64
1EA	AB 1769-OF8C COMPACTLOGIX 8 PT A/O CURRENT MODULE No stock available. Factory lead time: 12/27/2023 Pn: 41622 UPC: 66246886162		2193.100/EA	2193.10
1EA	AB 1769-OF4 COMPACTLOGIX 4 PT A/O C AND V MODULE Currently 2 EA in stock locally at Rexel. Pn: 127808 UPC: 61259884078		1153.007/EA	1153.01

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Laura Ross	ROUTE 508	PROX 25th	07/25/2023
			FREIGHT ALLOWED
			No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	AB 1734-OA4 POINT I/O 4 POINT DIGITAL OUTPUT MODULE No stock available. Factory lead time: 10/20/2023 Pn: 63962 UPC: 61259834715	247.900/EA	247.90
1EA	AB 1769-IF4XOF2 COMPACTLOGIX 6 PT A/I AND A/O MODULE No stock available. Factory lead time: 11/08/2023 Pn: 66669 UPC: 61259828621	886.883/EA	886.88
1EA	AB 9300-RADES REMOTE ACCESS ETHERNET MODEM No stock available. Factory lead time: 8/17/2023 Pn: 61901 UPC: 61259830260	1300.000/EA	1300.00

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Subtotal	32335.73
S&H Charges	0.00
Sales Tax	0.00
Total	32335.73



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Town of Chesapeake Beach Tree Board

Date: September 8, 2023

I. BACKGROUND:

The Town Council adopted an Ordinance # O-23-18 an ordinance of the Town Council of the Town of Chesapeake Beach, Maryland to amend the language of the Town code of Chesapeake Beach regarding Urban Forest. The purpose of the Urban Forest is to protect, preserve and promote the urban forest of Chesapeake Beach. The urban forest is part of a larger ecosystem which contributes significantly to air, noise and visual pollution control, moderate's climate extremes, promotes sound energy conservation, and has significant aesthetic value affecting property values and the community's quality of life. The urban forest ordinance establishes a Tree Board to regulate the planting, maintenance, and removal of trees in public places, and certain trees located on private property.

Per Ordinance #O-23-18 the tree board shall consist of six (6) members that are appointed by the Mayor and confirmed by the Town Council.

II. RECOMMENDATION:

It is recommended that the Town Council consider confirming the Mayor's selection of the Tree Board in coordination with input from the Chesapeake Beach Green Team.

Appointed Members:

Sue Alexander (Chesapeake Beach Green Team Member)

Melanie Crowder (Chesapeake Beach Green Team Member)

Jay Berry (or an alternate from Public Works when necessary)

Keith Pardieck

Kathleen Berault

Ken Rasmussen

ORDINANCE #O-23-22
AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,
REGARDING USE OF CANNABIS SMOKING ON TOWN PROPERTY AND IN ANY
BUSINESS ESTABLISHMENT IN TOWN

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

WHEREAS The Town desires to prohibit the smoking of Cannabis on Town property; and

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

1. It shall be prohibited for any person to use or visibly possess any amount of Cannabis for smoking or ingesting in any capacity on Town owned property, public sidewalks or within any business establishment in the Town of Chesapeake Beach. Violation of this ordinance shall lead to a One Hundred Dollar (\$100.00) municipal civil fine for each violation.

Adopted this _____ day of _____, 2023.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

Lawrence P. Jaworski, Council Vice-President

Valerie L. Beaudin, Councilwoman

Margaret P. Hartman, Councilwoman

L. Charles Fink, Councilman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman

ORDINANCE # 0-23-23
AN ORDINANCE
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,
TO AMEND THE LANGUAGE OF THE ZONING CODE REGARDING STORES THAT SELL
OR DISTRIBUTE CANNABIS AND ONSITE CANNABIS CONSUMPTION
ESTABLISHMENTS

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 Town has a Zoning Code that has adopted zoning regulations since 1972 into its Town Code; and

WHEREAS, The Town Council desires to amend the Zoning Code as it relates to stores that sell or distribute Cannabis.

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

The zoning code for Chesapeake Beach is amended that no business may sell or distribute Cannabis in any form or capacity within One Thousand (1,000) Feet of any property owned by the Town of Chesapeake Beach within the Town limits of Chesapeake Beach, MD. To include, but not limited to schools, childcare facilities, library, public parks (to include pocket parks), playgrounds, recreation centers, public buildings such as Fire Departments and Police Stations within the Town limits of Chesapeake Beach.

The zoning code for Chesapeake Beach is amended that no business may operate an onsite cannabis consumption within the Town limits of Chesapeake Beach.

Adopted this _____ day of _____, 2023.

CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor

Lawrence P. Jaworski, Council Vice-President

Valerie L. Beaudin, Councilwoman

Margaret P. Hartman, 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: Rod & Reel Public Works Agreement (PWA)

Date: September 8, 2023

I. BACKGROUND:

In June of 2018 the Town entered a Public Works Agreement (PWA) for “Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation”. In September of 2021 the Town entered the First Amended Public Works Agreement (PWA) and the agreement expires on September 21, 2023. Rod & Reel has entered the final phase of the work; however, work is expected to continue for another 18-20 months; therefore, the PWA requires amendment to account for the extension.

II. SECOND AMENDMENT TO THE PWA:

The proposed second amendment keeps the agreement under the terms of the First Amended PWA and extends the term another 24 months to allow the completion of the project.

III. RECOMMENDATION:

It is recommended that the Town Council approve the extension to the Public Works Agreement (PWA) to cover the necessary time to complete the project as requested by Rod & Reel.

Town of Chesapeake Beach		DATE:	11/02/2017	Page 1 of 2	
Mears Avenue PWA No.1 for RnR					
Address: 4160 Mears Ave, Chesapeake Beach		See attached			
Water Line Installation					
		Qty	Unit	Unit Cost	Total Cost
1	8" PVC (C-900)	92	LF	\$96.00	\$8,832.00
2	8"X8" TS & V	1	EA	\$5,000.00	\$5,000.00
3	Saw Cut and Remove Existing Pavement	40	SY	\$45.00	\$1,800.00
4	Remove Ex. Sidewalk	5	SY	\$45.00	\$225.00
5	Replace Sidewalk	5	SY	\$56.25	\$281.25
6	Remove Ex. Curb and Gutter	35	LF	\$19.00	\$665.00
7	Replace Type D Curb and Gutter	35	LF	\$18.00	\$630.00
8	Replace Asphalt over Trench	20	SY	\$55.00	\$1,100.00
Sewer Installation					
		Qty	Unit	Unit Cost	Total Cost
9	Install New Manhole No. 3	1	EA	\$10,000.00	\$10,000.00
Storm Drain Installation					
		Qty	Unit	Unit Cost	Total Cost
10	Remove Ex. Sidewalk	6	SY	\$45.00	\$270.00
11	Remove Ex. Gutter	35	LF	\$19.00	\$665.00
12	Abandon Ex. 15" Storm Drain	60	LF	\$30.00	\$1,800.00
13	Abandon Ex. 24" Storm Drain	30	LF	\$40.00	\$1,200.00
14	Saw cut Remove Ex. Pavement for Proposed 12", 18", 24" and 48" Pipe	570	SY	\$45.00	\$25,650.00
15	Bulkhead Connection for the 48" outfall	1	LS	\$10,232.00	\$10,232.00
16	12" HDPE	103	LF	\$68.00	\$7,004.00
17	18" HDPE	20	LF	\$88.00	\$1,760.00
18	24" HDPE	46	LF	\$95.00	\$4,370.00
19	48" HDPE	408	LF	\$180.00	\$73,440.00
20	Pipe Anchoring for 48" HDPE	161	LF	\$20.00	\$3,220.00
21	72" DIA Manhole, STR's. 3, 5	2	EA	\$12,000.00	\$24,000.00
22	84" DIA Manhole STR. 6	1	EA	\$19,080.00	\$19,080.00
23	Control structure modification (wall & grate) for EX. STR 34	1	LS	\$5,500.00	\$5,500.00
24	Replace Type D Curb and Gutter	40	LF	\$18.00	\$720.00
25	Field Connection for FC 7 and FC 8	1	LS	\$4,800.00	\$4,800.00
26	12" SD connection to Ex. No. 34	3	EA	\$2,500.00	\$7,500.00
27	Replace Asphalt over Trench	570	SY	\$55.00	\$31,350.00
28	Replace Sidewalk	6	SY	\$56.25	\$337.50
29	Aqua-Swirl/ Filter	1	LS	\$102,500.00	\$102,500.00
Pavement, Curb and Gutter, Sidewalk, Ramp, Relocate Fence, Light, Remove Curb& Gutter and Sidewalk, and Landscaping					
		Qty	Unit	Unit Cost	Total Cost
30	Relocate EX. Split Fence	250	LF	\$12.00	\$3,000.00
31	Remove EX. Sidewalk	131	SY	\$45.00	\$5,895.00
32	Remove EX. Curb & Gutter	840	LF	\$19.00	\$15,960.00
33	Type A Concrete Ramp	2	EA	\$575.00	\$1,150.00
34	Type B Concrete Ramp	3	EA	\$575.00	\$1,725.00
35	Type D Curb and Gutter	511	LF	\$18.00	\$9,198.00
36	5' Sidewalk	232	LF	\$31.25	\$7,250.00
37	Landscaping Center Island	1	LS	\$5,362.00	\$5,362.00
38	2" Hot Mix Asphalt Superpave Mill / 9.5 mm For Surface Or Equivalent (Mill & Overlay)	560	SY	\$18.20	\$10,192.00
39	6" Hot Mix Asphalt Superpave 19.0 mm For Base (Or Equivalent)	630	SY	\$30.30	\$19,089.00
40	6" Graded Aggregate Base Course (CR-6 or Equivalent)	630	SY	\$16.70	\$10,521.00
41	Stabilize Disturbed Area with Sod	1	LS	\$1,500.00	\$1,500.00

	Signing and Pavement Marking / M.O.T.	Qty		Unit Cost	Total Cost
42	24" Solid White Preformed Thermoplastic Pavement Marking Lines	550	LF	8.00	\$4,400.00
43	12" Solid White Preformed Thermoplastic Pavement Marking Lines	100	LF	16.00	\$1,600.00
44	6" Solid White Preformed Thermoplastic Pavement Marking Lines	183	LF	2.00	\$366.00
45	5" Yellow Thermoplastic Pavement Markings	200	LF	2.00	\$400.00
46	Removal of Existing Pavement Marking Lanes, Any Width	50	LF	5.00	\$250.00
47	Street Aluminum Signs	28	SF	60.00	\$1,680.00
48	Wood Sign Supports 4 Inch X 6 Inch	50	LF	20.00	\$1,000.00
49	Remove Existing Ground Mounted Signs and Supports	15	SF	14.00	\$210.00
50	Band Sign to Sign Support	2	EA	15.00	\$30.00
51	Maintenance of Traffic	1	LS	5000.00	\$5,000.00 \$ 2500 - 50 %
52	Temporary Stabilization during Construction	1	LS	5000.00	\$5,000.00
53	Sub Total				\$464,709.75 \$27,638
54	25% Contingency				\$116,177.44 \$6910
55	Total				\$580,887 \$34,548

FIRST AMENDMENT-CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT
Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation
(Str. # EX 8 to #2)
CHESAPEAKE BEACH, MARYLAND

THIS FIRST AMENDMENT TO PUBLIC WORKS AGREEMENT #1, is made this 23rd day of September, 2021, between CHESAPEAKE BEACH, MARYLAND (hereinafter, "the Town"), a Maryland municipal corporation and body politic, and Rod & Reel, Inc. (hereinafter, the "Developer"), being the owner of certain land in the Town proposed for redevelopment of the property known as Lot 1 and Residue Tract One, (hereinafter, "the Subdivision"), as per a deed recorded at Liber 235, Folio 524 in the Land Records of Calvert County, Maryland and as shown on a plat thereof recorded among the plat records of Calvert County, Maryland, at KPS 2, Plat No. 122.

WHEREAS, the Town and Developer are parties to Public Works Agreement 1-identified as Chesapeake Beach Public Works Agreement Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation (ST. #Ex 8 to #2) Chesapeake Beach, Maryland, dated June 18, 2018 (hereinafter "Public Works Agreement #1); and

WHEREAS, the developments contemplated by the Public Works Agreement #1 are not yet complete. The parking facility, 1936 Restaurant, and most of the site work completed but the eastern portion of the development plan has been amended, with such amendments being approved by the Chesapeake Beach Planning & Zoning Commission as an amendment to the site plan;

WHEREAS, the private storm filter to be constructed by Developer on the Subdivision as a private improvement, subject to certain municipal oversight as set forth in Section 5 of Public Works Agreement #1 has been completed, put into operation at the request of the Town; and

WHEREAS, the separate Storm Filter Maintenance, Inspection and Access Agreement required by subsection 5(e) of Public Works Agreement #1 has been prepared for execution; and

WHEREAS, the Town and Developer have come to certain new agreements with respect to the relative rights and responsibilities for certain facilities within the Mears Avenue right of way, including irrigation in the islands of Mears Avenue and in plantings near the Rod & Reel monument sign; and

NOW THEREFORE, it is understood and agreed by the parties hereto that the Public Works Agreement #1 is amended as follows:

1. Section 1 is amended to add at the end of the section, with all other provisions of Section 1 to remain in full force and effect: As of the date of the First Amendment, almost all of the improvements have been completed. Some of the improvements in Mears Avenue have not been completed but because construction will continue and would inevitably damage those improvements. The top coat of Mears Avenue, the traffic markings and some signs have not been placed and will be placed after the bulk of the construction of Phase 2 and Phase 3 of the development are complete, to be coordinated with the Town, and that final inspection and acceptance of the Mears Avenue improvements will be delayed until that completion.
2. During the course of the improvements, irrigation lines to supply water to the plantings in the Mears Avenue right of way have been installed by the Developer in coordination with the Town and the Town and the Developer have reached an agreement as to the rights and responsibilities for maintenance of the irrigation lines, which the parties wish to manifest by including them in this First Amendment. The Developer shall be responsible for maintaining the irrigation lines and paying for the water supply that serve the plantings in the eastern island in Mears Avenue as well as the lines serving the plantings near the Rod & Reel monument sign, as set forth in Exhibit 1 to the First Amendment attached hereto and incorporated herein. The Developer will coordinate with the Town's schedule to have the irrigation lines, down stream of their meter, winterized and de-winterized. The Town shall be responsible for maintaining the irrigation lines and paying for the water supply that serve the plantings in the western island in

Mears Avenue. The irrigation lines have been installed but the water supply meter for the Developer's responsibilities has not yet been installed and will be installed within 45 days of the execution of this First Amendment. For clarity between the parties, Exhibit 1 also demarcates the respective maintenance obligations of the Town and the Developer for certain improvements already constructed in Mears Avenue.

3. Section 5 is amended to clarify that the Private Storm Filter has been completed, is in operation, and has been inspected by the Town, but the weir wall in Mears Avenue needs to be constructed to divert the flow of stormwater runoff into the filter system. The Developer shall build the weir wall within 45 days of the execution of this First Amendment, if not sooner, and upon completion final inspections by the Town can occur. Upon satisfactory inspection, the Town and the Developer can execute a separate Storm Filter Maintenance, Inspection and Access Agreement as Exhibit 2 to the First Amendment attached hereto and incorporated herein.

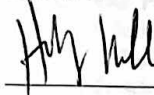
4. Section 8 is amended to extend the duration of the Public Works Agreement #1 for an additional twenty-four (24) months after the execution of this Amendment.

5. The Performance Bond required by Section 5 of Public Works Agreement #1 may be amended to cover the schedule of costs set forth in Exhibit 3 to the First Amendment attached hereto and incorporated herein, upon final inspections and acceptance of the work by the Town.

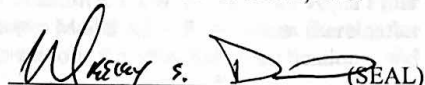
6. Except as modified by this First Amendment, all other provisions of Public Work Agreement #1 shall remain and continue in full force and effect.


IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Public Works Agreement, the day and year first above written, as witnessed by their hands and seals below.

ATTEST:

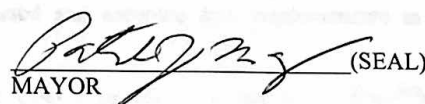


DEVELOPER: ROD & REEL, INC.

By:  (SEAL)
Wesley Donovan, President
(Signature of Authorized Agent or Officer)
4160 Mears Avenue
Chesapeake Beach, Maryland 20732



CHESAPEAKE BEACH MARYLAND

By:  (SEAL)
MAYOR

APPROVALS:

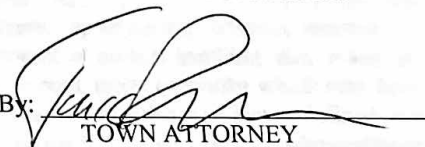
Approval of the Town Administrator this 22nd day of September, 2021.

By: 
TOWN ADMINISTRATOR

Approval of Zoning Administrator this 22nd day of September, 2021.

By: 
ZONING ADMINISTRATOR

Approved as to form and legal sufficiency this 22nd day of September, 2021.

By: 
TOWN ATTORNEY

Storm Filter Maintenance, Inspection and Access Agreement

THIS STORM FILTER MAINTENANCE, INSPECTION AND ACCESS AGREEMENT is made this 23rd day of September, 2021, between CHESAPEAKE BEACH, MARYLAND (hereinafter, "the Town"), a Maryland municipal corporation and body politic, and ROD & REEL, INC. (hereinafter, the "Developer"), being the owner of certain land in the Town known as Lot 1 and Residue Tract One, (hereinafter, "the Subdivision"), as per a deed recorded at Liber 235, Folio 524 in the Land Records of Calvert County, Maryland, and as shown on a plat thereof recorded among the plat records of Calvert County, Maryland, at KPS 2, Plat No. 122, generally known as 4160 Mears Avenue, Chesapeake Beach, Maryland 20732.

WHEREAS, the Town and Developer are parties to Chesapeake Beach Public Works Agreement Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation (ST. #Ex 8 to #2) Chesapeake Beach, Maryland, dated June 18, 2018 (hereinafter "Public Works Agreement #1) and a First Amendment to Public Works Agreement #1 (hereinafter the "First Amendment") to cover certain improvements related to the development of Developer's property, which development continues to occur; and

WHEREAS, Section 5(e) of Public Works Agreement #1 called for this separate agreement to be entered into to set forth the rights and responsibilities of a private storm filter facility located on the property of the Developer upon completion of the improvements associated with the development. The Developer has completed the Storm Filter improvements and the Town has inspected and accepted the construction of Storm Filter improvements, though said improvements remain the property of the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is understood and agreed by the parties hereto that:

1. The Private Storm Filter. Developer has constructed and installed an Aqua Filter (Model AF-X.10) and Aqua Swirl Concentrator Model AS-6 PCS system (hereinafter collectively called the "Facility") as shown on the attached specifications and drawings, at the location indicated on the final site plan for the Rod & Reel property (hereinafter the "Property"), identified as Exhibit A, to treat off-site stormwater for the "Designated Collection Area" shown on Exhibit B for which the Developer bears no legal obligation, ownership or control. The Town owns and operates a conveyance system which shall deliver stormwater to the Facility and from the Facility to Fishing Creek and under no circumstance will the Developer be responsible for maintaining the Town's conveyance system of pipes or other devices. Developer has constructed that portion of the conveyance systems in Mears Avenue called for by Public Works Agreement #1 and the Town has inspected and accepted said improvements to conveyance system.
2. Ownership and Maintenance Obligations. Developer shall own the Facility and it shall be a private (not a public) improvement. Developer shall maintain the Facility according to the manufacture specifications and requirements. Developer's obligation to maintain the Facility is limited to the treatment of the typical stormwater runoff flowing from the Designated Collection Area under ordinary filtration requirements for which the Aqua Filter (Model AF-X.10) and Aqua Swirl Concentrator Model AS-6 PCS system is designed. The volume, character and quality of the filtration provided by the Facility is not intended to exceed the manufacturer's specifications or warranties and in no event shall the Developer be responsible for filtering hazardous materials, including any substance or chemical which is a "health hazard" or "physical hazard," including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-reactive or water-reactive; and chemicals which in the course of normal handling, use, or storage may produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics or any substance that is defined as a toxic or hazardous substance by the Occupational Safety and Health Administration of the United States Department of Labor in 29 CFR 1910.1200 (including Appendixes), as amended or any "extremely hazardous material" as that term is

defined in 40 CFR 355 (including Appendixes), as amended. The Developer is not obligated to upgrade the capacity, character, or quality of the Facility. Normal oil and grease may be captured by the filters used in the Facility but there is no warranty by Developer of the capacity, character or quality of the filtering of such substances and the Facility is not designed or intended to handle a "spill" of such substances of any significant volume within the Designated Collection Area. Debris (trash) may be captured by the Facility but is not its primary purpose and shall be incidental. Exhibit C outlines the limits of maintenance responsibilities and is incorporating into the agreement.

3. The Town will take steps to ensure that the development within the Designated Collection area to be served by the Facility shall comply with all applicable stormwater laws and regulations and that future development or redevelopment within the Designated Collection Area shall not deposit stormwater at a rate or character or quality that exceeds the design specifications of the Facility. The Town shall work with the Developer to reduce debris (trash) being delivered to the Facility through the conveyance system. The Town shall not reconfigure the conveyance system delivering stormwater to the facility in a manner that would substantially increase the demands on the sediment collection system or the filters, or otherwise exceed the design performance parameters of the facility for water quality control and hydraulic capacity.
4. By installing and maintaining the Facility, Developer (Rod & Reel, Inc.) and its officers, employees' agents, representatives, successors and assigns, shall not be held liable for any offsite discharge in, on or through the Designated Collection Area, the conveyance system leading to or from the Facility, or any resulting discharge into the waters of the Chesapeake Bay and its tributaries.
5. The Developer may give written notice to the Town if it discovers or believes that excess offsite debris (trash) is being deposited into the Facility or if other offsite materials exceeding the Facility's capacity for filtration is being loaded into the Facility.
6. For the exclusive purpose of evaluating the condition and effectiveness of the Facility, the Town shall have the continuing right to inspect the Facility and any maintenance records associated with the Facility and conveyance systems on the Property, after giving 5 days written notice to the Developer. The Town may inspect the Facility without previously giving 5 days' notice if an emergent condition arises which could lead to imminent harm to human health and safety, the Town's infrastructure, or the water quality entering or exiting the Facility, but in doing so the Town shall give the Developer notice of its entry onto the Property at the earliest practicable time after entry. The Town shall, at its expense, repair and restore to its existing condition any improvements or natural features of the Property that are disturbed or altered in order for the Town to inspect the Facility or conveyance pipes on the Property or that is necessary to repair the Town's conveyance pipes. The Town agrees that if the Facility must be moved to accommodate future development on the Developer's or a successor owner's Property, that said Developer or successor owner can move or construct a similar Facility at a different location, so long as it provides the same capacity and quality of stormwater treatment as the original Facility.
7. Miscellaneous.
 - (a) Notices: Formal Notice to the respective parties shall be given by delivering written notice by first class mail to:

For Town:

Chesapeake Beach, Maryland
Attn: Mayor and Town Administrator
P.O. Box 400
Chesapeake Beach, Maryland 20732

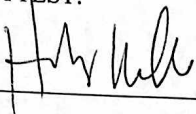
For Developer:

Rod & Reel, Inc.
Attention: Wesley Donovan, President
4160 Mears Avenue
Chesapeake Beach, Maryland 20732.

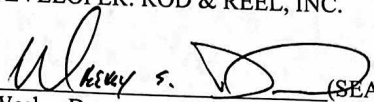
- (b) This Agreement is binding upon and inures to the benefit of the successors in interest and assigns of the parties.
- (c) This Agreement shall be subject to and construed in accordance with the laws of the State of Maryland.
- (d) The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

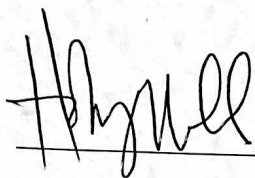
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Storm Filter Maintenance, Inspection and Access Agreement, the day and year first above written, as witnessed by their hands and seals below.

ATTEST:



DEVELOPER: ROD & REEL, INC.

By:  (SEAL)
Wesley Donovan, President
4160 Mears Avenue
Chesapeake Beach, Maryland 20732



CHESAPEAKE BEACH MARYLAND

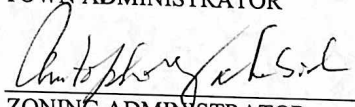
By:  (SEAL)
MAYOR

APPROVALS:

Approval of the Town Administrator this
23rd day of September, 2021.

By: 
TOWN ADMINISTRATOR

Approval of the Zoning Administrator this
23rd day of September, 2021.

By: 
ZONING ADMINISTRATOR

Approved as to form and legal sufficiency
this 23rd day of September, 2021.

By: 
TOWN ATTORNEY

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT
Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation
(Str. # EX 8 to #2)
CHESAPEAKE BEACH, MARYLAND

THIS PUBLIC WORKS AGREEMENT, is made this 21st day of June, 2018, between CHESAPEAKE BEACH, MARYLAND (hereinafter, "the Town"), a Maryland municipal corporation and body politic, and Rod & Reel, Inc. (hereinafter, the "Developer"), being the owner of certain land in the Town proposed for redevelopment of the property known as Lot 1 and Residue Tract One, (hereinafter, "the Subdivision"), as per a deed recorded at Liber 235, Folio 524 in the Land Records of Calvert County, Maryland and as shown on a plat thereof recorded among the plat records of Calvert County, Maryland, at KPS 2, Plat No. 122.

WHEREAS, as part of the redevelopment, certain public improvements are proposed on both the Subdivision and on public property to meet zoning obligations and to move an existing storm water conveyance pipe owned by the Town from one part of the Subdivision to another; and

WHEREAS, as part of the redevelopment, a storm filter shall be constructed by Developer on the Subdivision as a private improvement but subject to certain municipal oversight as set forth herein, to meet Developer zoning obligations; and

WHEREAS, it is a requirement of Article VII, "Improvement Guarantees", of the Subdivision Regulations of Chesapeake Beach that the Developer enter into a Public Works Agreement with the Town and that the Developer shall furnish the Town a cash or corporate bond, or letter of credit, in order to protect the Town from any loss due to the failure of the Developer to complete and maintain, in accordance herewith, the required improvements in the Subdivision; and

WHEREAS, it is the purpose of this Agreement to ensure that the required improvements will be completed, to set forth the terms and conditions under which the storm drain outfall improvements are to be constructed and eventually accepted by the Town, to guaranty the proper and timely completion by the Developer or its assigns of all required improvements to Mears Avenue and other appurtenances in said Subdivision in conformance with the plans and specifications submitted herewith, and to provide security for the improvements for a specified period until acceptance by the Town.

NOW THEREFORE, it is understood and agreed by the parties hereto as follows:

1. Mears Avenue improvements, Storm Filter, and Storm Drain Outfall Facilities, Plans and Specifications. The Developer agrees to construct all Mears Avenue improvements, the storm filter improvements and storm drain outfall facilities, appurtenances, and other improvements required by the plans and specifications submitted to the Town and approved by the Engineer representing the Town of Chesapeake Beach, in accordance with the current design specifications for the construction of Mears Avenue improvements, storm filter and storm drain outfall facilities, and all other rules, regulations, and special instructions issued by the Town, its designee, or the County, State or Federal governments, for the Subdivision. Said plans and specifications, and a proposed schedule of completion, are described in a Schedule of Documents attached hereto as Exhibit 1 and both the Schedule and the documents themselves are made a part hereof. All construction costs are to be paid by the Developer.
2. Performance Bond. The Mears Avenue improvements, storm filter, and storm drain outfall facility improvements and associated construction shall be guaranteed by the Developer by the posting of a single security or a combination of securities. The security, or securities, shall be in the form of cash, letter(s) of credit, or bond(s) (hereinafter, in whichever form, "the Performance Bond") using the form designated by the Town. The Performance Bond shall guaranty that the work undertaken in this Public Works Agreement shall be completed in a timely manner according to the plans and specifications described above. Calculation of the penal amount of the surety shall be one hundred twenty-five percent (125%) of the Developer's total cost, as approved by the Engineer representing the Town of Chesapeake Beach, to complete the improvements. Said costs shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit

2. The Performance Bond for the Mears Avenue improvements and the storm drain outfall facilities shall be conditioned upon the satisfactory completion and acceptance in writing by the Town of all Mears Avenue improvements and storm drain outfall facilities, appurtenances and other public improvements covered by this Public Works Agreement, acceptance of title and easements by the Town pursuant to Section 4 hereof. The Performance Bond for the private storm filter improvements shall be conditioned upon the satisfactory completion, inspection by the Town and written notification of satisfactory completion of the private storm filter and conveyance systems, pursuant to Section 5 hereof. The Town, acting through the Engineer representing the Town of Chesapeake Beach, shall determine, in its sole discretion, whether all work is satisfactory and release the bond or, in the alternative, determine that the work is unsatisfactory and give the Developer a punch list of items to be corrected before the work is accepted and bond released. Upon failure of the Developer to remedy said defects within thirty (30) days after notice thereof has been given, the Performance Bond shall, at the option of the Town, be forfeited and the Developer and surety shall be jointly and severally liable, to the extent of all costs to remedy such damages or defects, as determined by the Town, upon the advice of the Engineer representing the Town of Chesapeake Beach.

3. Construction and Inspection.

(a) The Developer shall not commence construction until this Public Works Agreement has been approved by the Town and the Town has been given forty-eight (48) hours advance notice of commencement of construction by Developer. The Developer shall allow access to the Subdivision by the Town and the County, or their designees, at all reasonable times and from time to time, for the purpose of inspecting the construction of the improvements covered hereby. The completion of all work to the satisfaction of the Engineer representing the Town of Chesapeake Beach is a condition of final acceptance by the Town. The Developer is responsible to maintain and locate all water and sewer mains and laterals as requested by the Town or for a utility locate request. All locates must be performed under the time frames outlined by the utility request regulations but not less than 24 hours.

(b) As an additional condition of final acceptance by the Town, the Developer must provide the Town with one set of reproducible As-built Record Drawings and one digital drawing copy prepared in a format acceptable to the Town's engineer.

(c) The following statement must be included on the "As-Built" Record Drawings and signed by a professional engineer registered in the State of Maryland: "The information contained in these Record Drawings is based on the originally approved drawings, as modified during construction under my supervision and approved by the Town, record drawing information provided by the contractor as required by the specifications, and my periodic inspections during the installation of the facilities. Based on this information, I hereby certify to the best of my knowledge that this As-Built truly represents existing field conditions including but not limited to sizes, diameters, line and grade and elevations."

4. Acceptance of Dedication; Acceptance of Facilities for Maintenance; Transfer of Title.

(a) Acceptance by the Town of the public dedication of the land or interests in land upon which the facilities are to be constructed shall be accomplished by the Town's participation in this Public Works Agreement, as evidenced by the authorized signature of the Mayor. At the time of the execution of this Public Works Agreement or prior to commencement of construction of the improvements to be dedicated to the Town, the Developer shall provide the Town with evidence that the Developer can convey good and marketable title for an easement on that part of the land which is to be occupied by the storm drain outfall facility improvements called for on the plat, plans and specifications, including any necessary easements such as for access, maintenance, or grading. Said evidence shall be in the form of a draft easement agreement and a copy of a title report showing that the affected areas are free and clear of all competing encumbrances, subject to the right of the Developer to have liens and other securities, including mortgages, deeds of trust, indemnity deeds of trust, or other financing liens on the Subdivision property including the area of the easement. The easement will not be delivered to the Town until completion by the Developer and acceptance by the Town of storm drain outfall facility improvements. The existing easement for the existing storm drain outfall facility improvements of the Town shall be abandoned and said improvements owned by the Town shall be considered abandoned in place and shall no longer be owned by the Town. The existing easement for the Town's existing storm drain that crosses the

Subdivision shall be terminated effective upon the delivery and acceptance of the replacement easement contemplated herein. The Mears Avenue improvements shall be constructed within existing Town public rights of way.

(b) Any acceptance of the facilities for maintenance by the Town must be in writing and shall not occur until the facilities are completed, installed and approved by the Engineer representing the Town of Chesapeake Beach. In addition, the Developer shall furnish to the Town an affidavit from all contractors, subcontractors, and material men who have performed work on the storm drain outfall facility improvements covered by this Public Works Agreement, certifying that they have been paid for all work done and materials furnished, in accordance with the Developer's contractual arrangements with them, but the satisfaction of such contractual arrangements or equitable claims is not a condition of the Performance Bond, or of its release, and this requirement is not intended to create third-party beneficiary rights. Until such time as the Town has accepted the facilities for maintenance, the Developer shall be responsible for all maintenance and repair of the facilities, including but not limited to any necessary "locate requests" to the Miss Utility agency. The Developer must notify in writing all Town-approved users of the facilities of the Developer's responsibility for maintenance and repair pursuant to this Agreement prior to transfer or settlement and annually thereafter, by December 31 of each year until such time as the Town has accepted the facilities for maintenance at which time the notification obligation shall cease, except that the Developer shall notify the authorized users of the Town's acceptance of the facilities for maintenance within thirty (30) days of that acceptance. Nothing in this Section shall be interpreted to mean that the Town will take ownership or accept liability for maintenance or otherwise for the private storm filter (See Section 5). All operation and maintenance costs incurred in the operation of the private storm filter shall be paid by the Developer.

5. Private Storm Filter. Developer shall install an Aqua Filter (Model AF-X.10) and Aqua Swirl Concentrator Model AS-6 PCS system (hereinafter collectively called the "Facility") as shown on the attached specifications and drawings, at the location indicated on the final site plan for the Rod & Reel property (hereinafter the "Property"), to treat off-site stormwater for the "Designated Collection Area" shown on Exhibit A for which the Developer bears no legal obligation, ownership or control. The Town owns and operates a conveyance system which shall deliver stormwater to the Facility and from the Facility to Fishing Creek and under no circumstance will the Developer be responsible for maintaining the Town's conveyance system of pipes or other devices.

- a. Developer shall install and maintain the Facility according to the manufacture specifications and requirements. During construction and after completion of the conveyance systems that connect the Facility to the Town's stormwater management pipes, the Town shall have the same right to inspect the conveyance systems and Facility according to the standards of inspection set forth in this Public Works Agreement for other improvements being constructed by Developer. Developer's obligation to install and maintain the Facility is limited to the treatment of the typical stormwater runoff flowing from the Designated Collection Area under ordinary filtration requirements for which the Aqua Filter (Model AF-X.10) and Aqua Swirl Concentrator Model AS-6 PCS system is designed. The volume, character and quality of the filtration provided by the Facility is not intended to exceed the manufacturer's specifications or warranties and in no event shall the Developer be responsible for filtering hazardous materials, including any substance or chemical which is a "health hazard" or "physical hazard," including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-reactive or water-reactive; and chemicals which in the course of normal handling, use, or storage may produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics or any substance that is defined as a toxic or hazardous substance by the Occupational Safety and Health Administration of the United States Department of Labor in 29 CFR 1910.1200 (including Appendixes), as amended or any "extremely hazardous material" as that term is defined in 40 CFR 355 (including Appendixes), as amended. The Developer is not obligated to upgrade the capacity, character, or quality of the Facility. Normal oil and grease may be captured by the filters used in the Facility but there is no warranty by Developer of the capacity, character or quality of the filtering of such substances

and the Facility is not designed or intended to handle a “spill” of such substances of any significant volume within the designated collection area. Debris (trash) may be captured by the Facility but is not its primary purpose and shall be incidental.

- b. The Town will take steps to ensure that the development within the designated collection area to be served by the Facility shall comply with all applicable stormwater laws and regulations and that future development or redevelopment within the Designated Collection Area shall not deposit stormwater at a rate or character or quality that exceeds the design specifications of the Facility. The Town shall work with the Developer to reduce debris (trash) being delivered to the Facility through the conveyance system. The town shall not reconfigure the conveyance system delivering stormwater to the facility in a manner that would substantially increase the demands on the sediment collection system or the filters, or otherwise exceed the design performance parameters of the facility for water quality control and hydraulic capacity.
 - c. By installing and maintaining the Facility, Developer (Rod & Reel, Inc.) and its officers, employees’ agents, representatives, successors and assigns, shall not be held liable for any offsite discharge in, on or through the Designated Collection Area, the conveyance system leading to or from the Facility, or any resulting discharge into the waters of the Chesapeake Bay and its tributaries.
 - d. The Developer may give written notice to the Town if it discovers or believes that excess offsite debris (trash) is being deposited into the Facility or if other offsite materials exceeding the Facility’s capacity for filtration is being loaded into the Facility. After completion of the Facility, the Town shall have the continuing right to inspect the Facility and any maintenance records associated with the Facility and conveyance systems on the Property for the purpose of evaluating their condition and effectiveness, after giving 5 days written notice to the Developer. The Town may inspect the Facility without previously giving 5 days’ notice if an emergent condition arises which could lead to imminent harm to human health and safety, the Town’s infrastructure, or the water quality entering or exiting the Facility, but in doing so the Town shall give the Developer notice of its entry onto the Property at the earliest practicable time after entry. The Town shall, at its expense, repair and restore to its existing condition any improvements or natural features of the Property that are disturbed or altered in order for the Town to inspect the Facility or conveyance pipes on the Property or that is necessary to repair the Town’s conveyance pipes. The Town agrees that if the Facility must be moved to accommodate future development on the Developer’s or a successor owner’s Property, that said Developer or successor owner can move or construct a similar Facility at a different location, so long as it provides the same capacity and quality of stormwater treatment as the original Facility.
 - e. The provisions of this Section 5, a through d above, shall be included within a separate Storm Filter Maintenance, Inspection and Access Agreement to be executed between the Developer and the Town at the completion of the improvements and final certification by the Engineer representing the Town of Chesapeake Beach that the work has been completed as specified herein.
 - f. Upon completion of the improvements of Facility and satisfactory inspection by the Engineer representing the Town of Chesapeake Beach thereof, the Town shall issue a notice of satisfactory completion to allow the bond(s) required in Section 2 to be released.
6. Grant of Access Rights. The Developer and its successors and assigns, hereby grant the Town, its employees, agents, engineer representing the Town of Chesapeake Beach and the surety guarantying any of the bonded work, a license and right to enter upon the Subdivision property and complete the bonded work in the event the Developer fails to construct the facilities as set forth in this Public Works Agreement. Unless the Developer is in default and the Town has called the Performance Bond and/or Maintenance Bond, the rights granted under this right of access shall lapse upon the release of the securities posted to guarantee construction of the improvements.

7. Indemnification. Until the time of completion of performance of the terms of this Public Works Agreement and acceptance of Developer's work hereunder by the Town, Developer shall be and remain liable for all damages occasioned by any neglect, wrongdoing, act or omission, by any person, corporation or association, arising from the construction and use of said improvements and shall save, indemnify, and hold harmless the Town from all actions at law or in equity and all charges, debts, liens or encumbrances which may arise therefrom or thereby, including but not limited to claims of any contractor, subcontractor or materialman who performed work on the storm drain outfall facilities covered hereby. Said obligation to indemnify and hold the Town harmless shall survive the termination, by expiration or otherwise, of this Public Works Agreement.

8. Expiration. This Public Works Agreement shall be valid for thirty-six (36) months after its execution, unless extended in writing by the Town, at its sole discretion. It shall be the responsibility of the Developer to apply for any extension prior to the expiration of the Public Works Agreement, although the Town may extend the Agreement, by written notice to Developer on its own initiative. Renewal of the Public Works Agreement will be subject to redraft and escalation of prices thereby increasing the amount of Bonding and any inspection fees as set forth herein. If the agreement expires, the Developer agrees that all work on the site will cease until an extension or replacement PWA is obtained. A failure to cease work when there is no operative PWA is a breach entitling the Town to call bonds.

9. Nonperformance of Work. If the work under this Public Works Agreement is not completed, or if this Public Works Agreement shall expire, the collateral shall, at the discretion of the Town, be forfeited in accordance herein, or the surety shall be required to complete all construction according to such plans, specifications and design standards as approved for by this Public Works Agreement.

10. Attorney's Fees/Costs. Should the Town have to enforce its rights under this Public Works Agreement by suit at law or in equity, Developer agrees to pay attorney's fees to the Town equal to twenty percent (20%) of the amount of any damages awarded, as well as all costs incident to said enforcement, including the actual cost to the Town of services by the Engineer representing the Town of Chesapeake Beach rendered in connection with such enforcement activities.

11. Non-Assignment. This Public Works Agreement is not assignable by the Developer unless the Town shall first give consent to such assignment, which consent may be withheld at the Town's sole and absolute discretion. Said assignment shall not be effective until all sureties of any bonds required by the Agreement shall provide the Town with written assurances that they shall be bound to the liabilities of the assignee to the same extent as the assignor, or a substitute letter of credit has been issued, as the case may be.

12. Miscellaneous. This Public Works Agreement, and the bonds issued in accordance herewith, shall inure only to the benefit of the Town and be binding upon Developer, its personal representatives, heirs, successors and assigns, and shall not create any third-party beneficiary rights on behalf of any other party, including but not limited to any contractors, subcontractors, material men, agents, employees of the Developer, or individual citizens. This Public Works Agreement may only be amended in writing by the parties hereto and will be construed in accordance with the laws of the State of Maryland. The parties hereto intend to execute this document under seal and hereby create a specialty.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Public Works Agreement, the day and year first above written, as witnessed by their hands and seals below.

ATTEST:

DEVELOPER: ROD & REEL, INC.

Sharon Lee Harris

By: Gerald W. Donovan (SEAL)
Gerald W. Donovan, Chairman (Signature of Authorized Agent or Officer)
4160 Mears Avenue
Chesapeake Beach, Maryland 20732

CHESAPEAKE BEACH MARYLAND

Holly Wall

By: Peter J. May (SEAL)
MAYOR

APPROVALS:

Approval of the Town Administrator this 1st day of May, 2018.

By: Holly K. Wall
TOWN ADMINISTRATOR

Approval of Chesapeake Beach Planning And Zoning Commission this 21st day of May, 2018.

By: Jeffrey P. Fells
CHAIRMAN, PLANNING & ZONING COMMISSION

Approved as to form and legal sufficiency this 1st day of May, 2018.

By: [Signature]
TOWN ATTORNEY

SECOND AMENDMENT-CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT
Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation
(Str. # EX 8 to #2)
CHESAPEAKE BEACH, MARYLAND

THIS SECOND AMENDMENT TO PUBLIC WORKS AGREEMENT #1, is made this ___ day of _____, 2023, between CHESAPEAKE BEACH, MARYLAND (hereinafter, “the Town”), a Maryland municipal corporation and body politic, and Rod & Reel, Inc. (hereinafter, the “Developer”), being the owner of certain land in the Town proposed for redevelopment of the property known as Lot 1 and Residue Tract One, (hereinafter, “the Subdivision”), as per a deed recorded at Liber 235, Folio 524 in the Land Records of Calvert County, Maryland and as shown on a plat thereof recorded among the plat records of Calvert County, Maryland, at KPS 2, Plat No. 122.

WHEREAS, the Town and Developer are parties to Public Works Agreement 1-identified as Chesapeake Beach Public Works Agreement Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation (ST. #Ex 8 to #2) Chesapeake Beach, Maryland, dated June 18, 2018 (hereinafter “Public Works Agreement #1); which was amended pursuant to a FIRST AMENDMENT-CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT Mears Avenue Improvements, Storm Filter and Storm Drain Outfall Relocation (ST. #Ex 8 to #2) Chesapeake Beach, Maryland. dated September 21, 2021 (hereinafter the “First Amendment); and

WHEREAS, the developments contemplated by the Public Works Agreement #1 and the First Amendment are not yet complete. The parking facility, 1936 Restaurant, Phase 2 Building and most of the site work are completed but work on the final phase of the development plan as amended continues and may not be complete for another 18 to 20 months;

WHEREAS, Public Works Agreement #1, as amended by the First Amendment, expires on September 21, 2023 and the Developer and Town wish to extend its duration; and

NOW THEREFORE, it is understood and agreed by the parties hereto that the Public Works Agreement #1 and First Amendment are amended as follows:

1. Section 8 is amended to extend the duration of the Public Works Agreement #1 for an additional twenty-four (24) months after the execution of this Second Amendment.
2. The Performance Bond required by Section 5 of Public Works Agreement #1 may be amended to cover the schedule of costs set forth in Exhibit A to the Second Amendment attached hereto and incorporated herein (the same values used in the First Amendment).
3. Except as modified by this Second Amendment, all other provisions of Public Work Agreement #1, as previously amended by the First Amendment, shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Public Works Agreement, the day and year first above written, as witnessed by their hands and seals below.

ATTEST:

DEVELOPER: ROD & REEL, INC.

By: _____(SEAL)
Wesley Donovan, President
(Signature of Authorized Agent or Officer)
4160 Mears Avenue
Chesapeake Beach, Maryland 20732

CHESAPEAKE BEACH MARYLAND

_____ By: _____(SEAL)
MAYOR

APPROVALS:

Approval of the Town Administrator this
_____ day of _____, 2023. By: _____
TOWN ADMINISTRATOR

Approval of Chesapeake Beach Planning
And Zoning Commission this ____ day of
_____, 2023. By: _____
CHAIRMAN, PLANNING &
ZONING COMMISSION

Approved as to form and legal sufficiency
this ____ day of _____, 2023. By: _____
TOWN ATTORNEY



To: The Honorable Mayor and Town Council

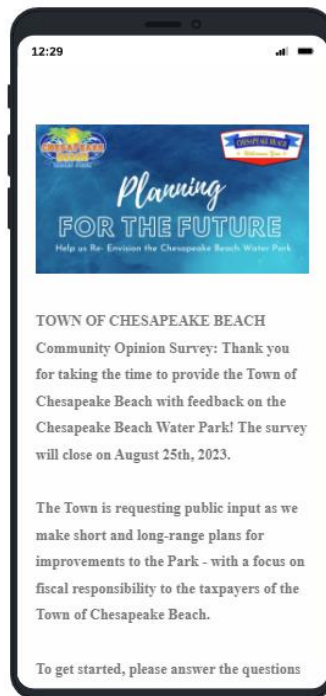
From: Holly Wahl, Town Administrator

Subject: Chesapeake Beach Water Park

Date: September 8, 2023

I. BACKGROUND:

The Town of Chesapeake Beach released a community opinion survey requesting input on the Chesapeake Beach Water Park with a focus on fiscal responsibility to taxpayers and to seek input from Town businesses on the economic input of the Water Park. The survey was conducted for 4 weeks, was sent to town residents through post card mailing, electronic news blasts and social media posts for the Town and the Chesapeake Beach Water Park. The Town received 1,870 responses via the survey and appreciate the time taken to provide input as we plan for the future.



II. REVIEW OF DATA:

Analysis of the data received will be presented in the upcoming Work Session and provided for public view on the Town's website.