



Due to COVID-19 social distancing requirements the September Town Council meeting will be conducted virtually with public participation available.

To join the meeting via web join via <https://us02web.zoom.us/j/8697557180>. To join by phone please call (929) 205-6099 and enter **Meeting ID 869 755 7180**. Public comment will be accepted by phone or computer audio during the public comment portion of the meeting or in writing via email to the Town Clerk, at shumm@chesapeakebeachmd.gov by 4:30 PM on September 16th. Participants will be muted upon entering the meeting and are asked to remain muted until the public comment period of the meeting.

TOWN MEETING AGENDA SEPTEMBER 16, 2021

- 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: Public comment will be accepted by dialing (929) 205-6099 and enter **Meeting ID 869 755 7180**.
- V. Approval of the minutes of the July 15, 2021 Town Council Meeting.

Approval of the minutes of the September 8, 2021 Special Meeting.

Approval of the minutes of the September 8, 2021 Informational Work Session.
- VI. **Petitions and Communications**
 - A. One Maryland One Book -Calvert Library
 - B. Town Administrator's 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

VII. Resolutions & Ordinances

- A. Introduce and vote on amended resolution R-21-6 of the Town Council of Chesapeake Beach in support of Dredge Funding.
- B. Introduce and vote on Resolution R-21-8, a resolution of the Town Council of Chesapeake Beach to extend the temporary moratorium for an additional three months.

VIII. Report of Officers, Boards and Committees

- A. Planning & Zoning Commission – Larry Brown
- B. Board of Appeals – No hearing held.
- C. Chesapeake Beach Oyster Cultivation Society – John Bacon
- 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

IX. Unfinished Business

X. New Business

1. Town Council has reviewed the Richfield Station Public Works Agreement in the September Work Session. It is recommended that if there are no other comments that the Mayor execute the Public Works Agreement.
2. Town Council has reviewed the Rod N Reel Public Works Agreement in the September Work Session. It is recommended that if there are no other comments that the Mayor execute the Public Works Agreement.
3. Town Council to consider awarding a contract to McCrone in the amount of \$45,860.00 for Water Reclamation Treatment Plant Filter Cover Design.
4. Town Council to consider authorizing the Town Administrator to purchase a public works vehicle not to exceed the FY22 budgeted amount of \$45,000.
5. Town Council to consider authorizing the Mayor to execute the MOU with the Calvert County Government to establish sewer connection at the Highlands.

XI. Public Comment

XII. Council Lightning Round

XIII. Adjournment



OFFICE OF THE MAYOR

8200 BAYSIDE ROAD, P.O. BOX 400, CHESAPEAKE BEACH, MARYLAND 20732
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**MINUTES OF THE
TOWN COUNCIL MEETING
July 15, 2021**

I. Patrick J. Mahoney, Mayor, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie Beaudin, Derek J. Favret, L. Charles Fink, Lawrence P. Jaworski, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Dale Clark, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Wayne Newton, Acting Town Engineer, Jon Castro, WRTP Manager, Connie O'Dell, Code Enforcement Officer, Marilyn VanWagner, Water Park General Manager, and Lieutenant Hollinger.

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

III. Approve the Agenda.

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

IV. Public comment on any item on the agenda.

1. Montique Lighthart of Davidsonville, MD commented on short-term rentals.
2. Carl Horn of Chesapeake Beach MD commented on the Town's rental license program.

V. Approval of the minutes of the June 17, 2021 Town Council meeting.

MOTION: Councilman Morris moved to approve the minutes of the June 17, 2021 Town Council meeting. Seconded by Councilman Jaworski, all in favor.

Approval of the minutes of the July 6, 2021 Special Town Meeting.

MOTION: Councilwoman Beaudin moved to approve the minutes of the July 6, 2021 Special Town meeting. Seconded by Councilman Pardieck, all in favor.

Approval of the minutes of the July 6, 2021 Informational Work Session.

MOTION: Councilman Pardieck moved to approve the minutes of the July 6, 2021 Informational Work Session. Seconded by Councilman Favret, all in favor.

Approval of the minutes of the July 6, 2021 Closed Session.

MOTION: Councilwoman Beaudin moved to approve the minutes of the July 6, 2021 Closed Session. Seconded by Councilman Favret, all in favor.

VI. Petitions and Communications –

- A. Town Administrator's Report** – Mrs. Wahl submitted the attached written report and addressed Council's questions. Mrs. Wahl gave an update on applications submitted for grant funding and reported on an Energy Audit conducted at the WRTP. The audit determined the Town could receive better rates going back to BGE Commercial. The Town switched several accounts back to BGE Commercial for that energy rate savings.
- B. Public Works Report** – Mr. Berry submitted the attached written report and was present to address questions from the Council. Councilman Morris advised Mr. Berry of two signs needing attention in Richfield Station, the entrance sign and a missing sign at the roundabout. Also, Mr. Morris reported the Score Board at Kellam's Field is not operating correctly.
- C. Water Reclamation Treatment Plant Report** – Mr. Castro submitted the attached written report and was present to address Council. Mr. Castro introduced the new Assistant Superintendent Josh Stinnett to Council. With 19 years of experience and knowledge he will be a great asset to the Plant staff.
- D. Code Enforcement Report** – Mrs. O'Dell submitted the attached written report and was present to address the Council. Mr. Morris inquired as to how the rental license program works in relation to the Fishing Creek apartments.
- E. Town Treasurer's Report** – Mr. Clark submitted the attached written report and briefed the Council on the American Rescue Plan Recovery Funds as presented in his report and addressed their questions.
- F. Town Engineer Report** – Mr. Newton submitted the attached written report and briefed the Council on report items.
- G. Deputy's Report** – Sergeant Shrawder submitted the attached written report and Lieutenant Hollinger was present to address the Council. The Lieutenant reported on the robbery at Kellam's Field, which is still under investigation, and the stabbing incident at the Chesapeake Beach Fastop.
- H. North Beach Volunteer Fire Department** – The attached written report was submitted.
- I. Mayor' Report** – The Mayor noted it has been 17 months since their last in-person meeting of the Town Council, stating he has missed everyone, and it is great to be back in person. The Mayor took the opportunity to thank the citizens for their sacrifices, and support for getting vaccinated and staying safe, the volunteer Boards and Committees for staying engaged and keeping the Town moving forward during this pandemic, and the leadership of the Town Staff working 24/7 for the last 17 months. The Mayor thanked each Town Council member by name, noting each one's contributions, working together, safely guided our Town through this global pandemic. He appreciates and considers it an honor to serve with such a great group of individuals.

VII. Resolutions & Ordinances:

- A. Vote on Resolution R-21-7, a resolution of the Town Council of Chesapeake Beach clarifying the definition of a "Tourist Home" allowing Short-Term Rentals as a "Permitted Use with Conditions" in the Commercial and Maritime Zoning Districts.

MOTION: Councilman Jaworski moved to approve Resolution R-21-7. Seconded by Councilman Favret. Ayes, Councilmen Favret, Fink, Jaworski, Morris and Pardieck. Opposed, Councilwoman Beaudin. **Motion Passes.**

VIII. Report of Officers, Boards and Committees:

- A. **Planning & Zoning Commission** – Mr. Brown submitted the attached written report but was not present. Vice-Chair Lori Blackwelder was available to address the Council.
- B. **Board of Appeals** – No hearing was held.
- C. **Chesapeake Beach Oyster Cultivation Society** – Mr. Bacon submitted and was present to give the attached written report.
- D. **Climate Change Advisory Committee** – Councilman Jaworski thanked staff for sharing the results of the WRTP energy management report and looks forward to working with the town staff to implement solar panels and continues to encourage the Plant staff to maintain their efforts to reduce energy consumption at the Plant. The Group also recommends that the Kellam's Field Revitalization Committee consider adding solar panels to their list of ideas for the facility to reduce energy consumption.
- E. **Economic Development Committee** – Councilman Jaworski reported Calvert County Economic Development will hold an in-person job fair on Thursday, August 26th at the Prince Frederick Volunteer Fire Department from 10 am to 2 pm to aid our local businesses to help fill vacant positions. Also, pleased to report the Taste the Beaches event on September 18th with plans to include the Town's fireworks display. Mr. Morris added the EDC are supporters and listeners of our local businesses and will work with them to help however they can.
- F. **Green Team Committee** – Councilwoman Beaudin reported new signage has been ordered to replace old and faded signs on the Railway Trail, discussions to continue on a solution to keep the Pollinator Gardens watered, and vine clipping efforts along the Bayfront Park Boardwalk continue. Dr. Beaudin noted concerns regarding the rapid growth of kudzu and a possible solution. Next meeting is July 22nd at the Water Park pavilion at 7 pm.
- G. **Kellam's Revitalization Committee** – Mr. Morris reported the Committee had their first in-person meeting on June 29th with a fairly good turnout. The Committee established a number of tenets as its guiding principles and held discussion on ideas presented. The meeting concluded with the group agreeing enough information was available to engage a

professional consultant to more fully explore and begin developing a draft Kellam's Park plan. The Committee will work with Town Hall on next steps. Councilman Fink added it was important the Committee establish principles and goals as they move forward and wanted residents to know that Kellam's is open for public use!

H. Twin Beaches Opioid Abuse Awareness Coalition – Councilman Pardieck reported the Group met June 3rd. Plans are underway for the August 31st Candlelight Vigil event to be held at the North Beach Boardwalk. Thanks to the committee and a special shout out to Sandy Mattingly for all the work done on this event. The County has expanded the Purple Light up the Beaches event to include the entire county along with a number of other county-wide events. Coming up next will be the planning of the Health Fair and anyone wanting to be involved should contact him.

I. Walkable Community Advisory Group – Councilman Fink reported the Group did not meet last month, and are in a phase right now, where they're looking at how they can bring a number of projects on their list to reality, but the process is slow going.

XI. Unfinished Business: None.

X. New Business: None.

XI. Public comment was received by:

1. Carl Horn advised the Town of a brown water issue at his property on Greenspring Drive and asked if it could be addressed.

XII. Council Lightning Round:

1. Dr. Beaudin commented it has been a long seventeen months which has made her aware of how much she appreciates and missed working with everyone.
2. Mr. Fink commented, walking back into these chambers was an emotional thing for him, and appreciated the Mayor's earlier comments. He thanked the staff for everything that has been done during this unusual time with the COVID. And with things opening up now, to still proceed with caution, and be respectful of others who may not be vaccinated for various reasons.
3. Mr. Jaworski stated it feels good to be back, even if only limited to Council and staff and hopefully sometime soon opening back up and restoring all of our events. Mr. Jaworski mentioned that a special event is coming up for Dr. Shisler, principal of Beach Elementary School on his retirement, Friday, August 27th at the firehouse hall.
4. Mr. Morris commented he loves this Town and being apart of it. As a councilmember, he feels that the Council, along with the Mayor, should share in the responsibility

of decisions and affairs of the Town and hopes that the Council, moving forward, could be more engaged in important decision making of matters in Town.

5. Mr. Pardieck echoed thoughts and comments shared earlier that its really nice to be back in person and good to see everyone. Stay safe.
6. Mr. Favret commented its great to be back in Town Hall with everyone tonight. With sadness of heart, Mr. Favret announced that tonight would probably be his last meeting with the Council as he has accepted a new job which will result in his family relocating. He hopes to stay engaged as much as possible during the relocation process but wanted to publicly extend his thanks to a remarkable group of colleagues of these past five years. It has been a true pleasure to work with each and everyone, including the Town Staff. He thanked each one, by name, of the Walkable Community Advisory Group commenting all the time spent together, he will treasure. And his passion, the 261 sidewalks, he hopes to come back and see. He stated it never was an ambition of his to be on Council, but he's glad he did and will miss everyone.

The Mayor took the opportunity to say he was happy for Mr. Favret and his family and wished him all the best. He thanked him for his leadership, his counsel, his integrity, and his patience as he mediates ways to resolve issues. Mr. Favret is definitely a special individual and will be truly missed. Each Council member took their turn in expressing their feelings and thoughts about Mr. Favret as a person, and colleague. Truly the Town will miss his presence.

XIII. Adjournment

There being no further comments, the meeting adjourned at 9:06 pm on a motion by Councilman Favret. Seconded by Councilman Fink, all in favor.

Submitted by,



Sharon L. Humm,
Town Clerk



**MINUTES OF THE
SPECIAL TOWN MEETING
September 8, 2021**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance remotely were, Dr. Valerie Beaudin, Derek J. Favret, L. Charles Fink, Lawrence P. Jaworski, and Gregory J. Morris, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Dale Clark, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Jon Castro, WRTP Manager, and Wayne Newton, Acting Town Engineer. Absent was Keith Pardieck, Council Member.
- II. Pledge of Allegiance.** The Mayor led the Pledge of Allegiance.
- III. Nominate and elect a Town Council Vice-President.** With the departure of Council Vice-President Favret, the position of Vice-President is open. Mr. Favret nominated Councilman Larry Jaworski for the position.

MOTION: Councilman Favret moved to nominate and elect Councilman Larry Jaworski as Council Vice-President. Seconded by Councilman Fink.

MOTION: Councilwoman Beaudin moved to amend the motion to add, not to exceed one year. Seconded by Councilman Favret, all in favor.

The Council voted on the amended motion to elect Councilman Jaworski for Vice-President not to exceed one year, all in favor. **Motion Passes.**

IV. Adjournment

There being no further business, the meeting adjourned at 6:14 p.m. on a motion by Councilwoman Beaudin. Seconded by Councilman Morris, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk



**MINUTES OF THE
TOWN COUNCIL INFORMATIONAL
WORK SESSION
SEPTEMBER 8, 2021**

Patrick J. Mahoney, Mayor, called the meeting to order at 6:14 p.m. In attendance were Dr. Valerie Beaudin, Derek J. Favret, L. Charles Fink, Lawrence P. Jaworski, and Gregory J. Morris, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Dale Clark, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Jon Castro, WRTP Manager, and Wayne Newton, Acting Town Engineer. Absent was Keith Pardieck, Council Member.

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

II. Informational Discussion on the following items:

1. **Moratorium** – Mr. Jakubiak stated the Town has a nine-month temporary moratorium in place which will expire December 18, 2021. The Planning Commission has completed its draft comprehensive plan for the public hearing which is set for November 9, 2021. Once public comment has been received, the Commission will still be looking at several months of work still to be done before giving its final approval. With the development plan applications currently on file waiting for review, the Commission feels it needs these several months to devote solely to the Comprehensive Plan and is recommending to the Town Council to extend the moratorium another three (3) months. Mr. Jakubiak presented three options to the Council for their consideration. Mr. Jakubiak, along with the Town Attorney, who advised of the requirements of vesting, and addressed questions and concerns from the Council.
2. **Planning Commission Transmittal, Zoning Text Amendments**- Mr. Jakubiak stated the Planning Commission at its last meeting, approved a motion to recommend to the Town Council several text amendments to Chapter 290 of the Town's Zoning Code to limit the height of all new buildings within all zoning districts, within the Town, to 35 feet. Mr. Jakubiak presented three (3) text amendments for the Council's review and addressed questions and concerns.
3. **Water Reclamation Treatment Plant Capital Improvements- Filter Covers** – This project was before the Council at its May work session. Only one proposal was received at that time in the amount of \$86,520, which did not meet what the Town expected. It was recommended the Town staff look for alternative ways to complete the project. With the assistance of the Town Engineer, the Town received another proposal from McCrone in the amount of \$45,860. It was noted that this proposal does not include construction costs, only the engineering costs for the project.
4. **WRTP Electric Bus Bar** – A section of the electric bus bar is in need of replacement. This is an emergency purchase due to the critical basin operation. Staff is awaiting quotes

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and will present at the September Council meeting for consideration. Mr. Castro was present to address questions from the Council.

5. Public Works Agreement

1) **Richfield Station**- Staff provided PWA's for Richfield Station, Block "S" dealing with Grading and Water & Sewer for Clear Spring Drive, Crest View Lane, Ridge View Court, and the Crest View pump station. The expired PWA's have been revised to provide additional protections for the Town as a boilerplate Public Works Agreement. The Town will perform all inspections prior to approval and acceptance. Mr. Newton was available to address concerns from the Council.

2) **Rod-n-Reel**-Staff provided the Council with the Rod-n-Reel Public Works Agreement #1. Staff presented, for review, a First Amendment to the Public Works Agreement #1, Limits of Maintenance Plan to be incorporated into the amended agreement, and Storm Filter Maintenance, Inspection, and Access Agreement. Mr. Newton was available to address questions and concerns from Council.

6. Memorandum of Understanding with the Board of Commissioners of Calvert County Government regarding the Highlands Sewer Connection.

The Town Council reviewed a draft Memorandum of Understanding at their July work session. Comments received from the Council at that work session have been incorporated into the revised Memorandum of Understanding before the Council tonight. Mrs. Wahl highlighted several important points of the MOU for the Council. It is being recommended that Town Council consider executing a MOU with the County to establish sewer connection for the Town residents of the Highlands. Costs to acquire the County's sewer connection taps will come from the Utility Fund through a budget amendment. Mrs. Wahl addressed questions and concerns from the Council.

7. **Public Works Vehicle Purchase** – Mr. Berry stated the public works is looking to replace the 2011 F-350 pickup truck with a new truck capable of snow plowing/salt spreading and towing small equipment. With the shortage of new truck inventory, he is requesting the Council allow staff to purchase a vehicle at a not to exceed amount based on the three quotes already received. There is currently \$45,000 in the FY22 budget for this.

III. Council Lightning Round –

1. The Mayor wanted to express again, his thanks to Councilman Favret for his service to the Town. Councilman Favret is an extraordinary person to work with, very fair and honorable, with a strong sense of duty. The Mayor appreciated his presence tonight, being his last one.



2. Dr. Beaudin echoed the Mayor's sentiments on Councilman Favret and stated he would be missed by all. The 17th Street Rock Garden was repaired, and the Team will be doing the planting on September 19th. A big shout out to Windmill Farms for their help and their generous donation of plants. The Paddle & Pickup event will be held September 25th and as an FYI, the new informational signs for the Railway Trail are in and should be up by the weekend.
3. Mr. Fink stated the Walkable Community Advisory Group will be meeting on September 20th to follow up on a number of their projects. Mr. Fink commented that he and the Group will miss Councilman Favret, and wished him the best, both professionally, and personally.
4. Mr. Jaworski thanked Mrs. Wahl for posting on the Town's website, information about the commemoration of September 11th to take place on Saturday. He regrets that the Taste the Beaches event was canceled for this year but hopeful for next year. He wanted to make everyone aware that the Chesapeake Beach Railway Museum has reopened, being totally renovated inside, and encouraged everyone to go by and visit. He wished the best to Councilman Favret and Happy Birthday to the Mayor.
5. Mr. Morris thanked Councilman Favret for his service to the Town and knows he will truly be missed. Mr. Morris stated he is a better councilman because of Mr. Favret. Mr. Morris stated he is vaccinated, and understands that we have a ways to go, but we need to march through. So be safe and cautious out there.
6. Mr. Favret thanked everyone for their kind words and commented that it has been his pleasure to work with everyone and be a part of this Town. He stated he may pop in from time to time to check in on a meeting just to say hi and keep tabs on the great work we started and some we've accomplished. He wished everyone the best moving forward and congratulated Councilman Jaworski on being elected Council Vice-President, knowing he will do a great job!

IV. Adjournment:

The meeting adjourned at 8:25 p.m. on a motion by Councilman Favret. Seconded by Councilman Jaworski, all in favor.

Submitted by,

Sharon L. Humm
Town Clerk

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Town Administrators Report – September 2021

I. PLAN CHESAPEAKE BEACH:

The Planning Commission released the [Official Public Hearing Draft](#) for public review and comment. A **Public Hearing has been set for November 9th at 7:00 PM.**

II. CHESAPEAKE BEACH DETACHMENT NAVY RESEARCH LABORATORY:

The Town continues to coordinate with MDE regarding the CBD-NRL. The Town has initiated additional voluntary testing and has shared all testing results with MDE, the Navy and the public.

A linked page has been set up on the Town website and will continue to be updated with new information. Residents can locate this page under “Resident Resources” on the Town’s home page. Direct link available [here](#). This page will continue to be updated as new information is received. There are no health advisories issued within the Town of Chesapeake Beach.

III. FEDERAL DREDGE PREPARATION:

The Town received Department of Natural Resources (DNR) Waterway Improvement Funds in the amount of \$250,000 to rehabilitate the Chesapeake Beach dredge containment facility in preparation for the Federal Dredge.

The dredge rehabilitation work is currently underway with a total of 33,000 CY removed from the site as of September 8, 2021.

IV. RICHFIELD STATION WATER TOWER:

The contractor is mobilizing to start the Richfield Station Water Tower repairs per the following schedule.

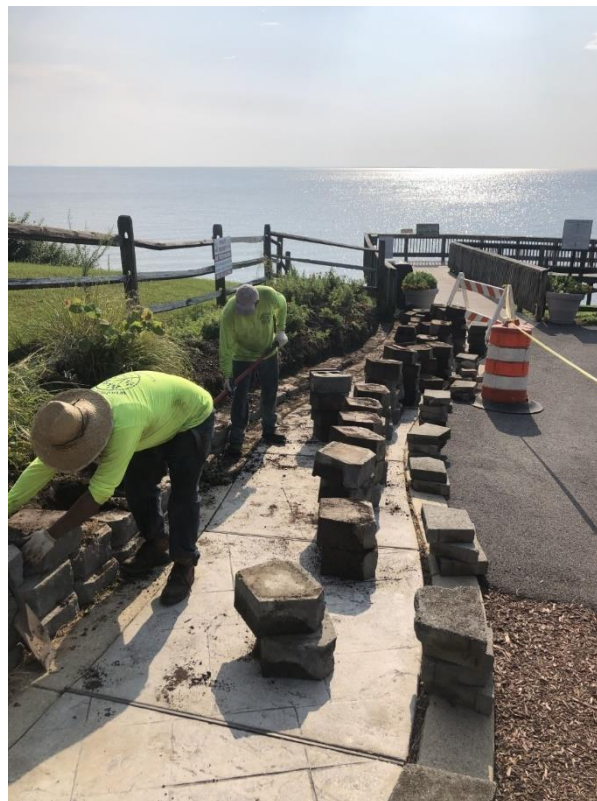
	Task Name	Duration	Planned Start Date	Planned Finish...
1	Mobilization	7 days	9/1/2021	9/7/2021
2	Power Wash Interior Dry	6 days	9/8/2021	9/13/2021
3	Spot Repair Interior Dry	7 days	9/14/2021	9/20/2021
4	Spot Prime Interior Dry	1 day	9/21/2021	9/21/2021
5	Apply Finish Coat Interior Dry	5 days	9/28/2021	10/2/2021
6	Install Containment	11 days	10/3/2021	10/13/2021
7	Power Tool Clean/Prime Exterior Surfaces	10 days	10/14/2021	10/23/2021
8	Apply Intermediate Coat Exterior Surfaces	7 days	10/24/2021	10/30/2021
9	Apply Finish Coat Exterior	7 days	10/31/2021	11/6/2021
10	Remove Containment	1 day	11/7/2021	11/7/2021
11	Demobilize	7 days	11/17/2021	11/23/2021



Town Administrators Report – September 2021

V. TOWN ASSETS:

- **Bayfront Park:** Bayfront park remains closed to the general public. The Park is open to Town guests, NBVFD, Twin Beach Deputies and guests that are accompanying them. The Town reminds citizens to adhere to the signage restricting access to the cliff areas. To view the full public safety announcement click [here](#).
- **Kellam's Field:** The expansion of the Bermuda grass area and irrigation is complete. The Beach Buccaneers have scheduled their football teams for practice at the field. Please check the Town's [website](#) for updates on schedules and come out to cheer on the Beach Buccaneers on their 40th anniversary.
- **Beautification at the 17th and Boardwalk entrance:** The Town completed a beautification project at the 17th and board walk entrance to repair a failing retaining wall and prepare the flower beds for the Green team to plant native plants in a beautification and environmental improvement project. Plants were donated by Windmill Farms with the remaining plants being purchased locally through Green Team budgeted FY22 funds.





Town Administrators Report – September 2021

VI. EVENTS:

September 11, 2001: The Towns of Chesapeake Beach and North Beach coordinated to commemorate the 20th anniversary of the September 11th terrorist attacks on our Nation. Details available [here](#).

VII. TOWN PERMIT ACTIVITY:

Permit #	Address:	Improvement:
pending	7335 C St.	Driveway Installation
pending	3814 12th St.	Driveway for turnaround
pending	3810 Chesapeake Beach Rd.	Deck/ partial to be screened in
n/a	8732 David Lane	Remove Mulberry Tree
2021-92	3901 28th St.	Addition
2021-79	8132 Bayside Rd.	Traders/ Shed for recycling
2021-87	8324 Legacy Cir	SFD
2021-88	8311 Legacy Cir	SFD
2021-89	8320 Legacy Cir	SFD
2021-91	8312 Legacy Cir	SFD
2021-80	4160 Mears Ave	Temp Construction Trailer
2021-81	3600 29th St.	Demo & Backfill in ground pool
2021-82	3216 Ina Chase	Solar Panels
2021-83	8199 Deer Chase Ln	12x8 screen room w/shed roof
2021-84	3238 Cannoncade Ct	Inground pool
2021-98	2743 Oak Ridge Dr	Fence
Denied	3723 Chesapeake Beach Rd	After the fence Deck
2021-85	4008 17th St.	Replacing boards & rails
2021-90	8308 Legacy Cir	SFD
2021-95	8316 Legacy Cir	SFD
pending	8204 Elm Lane	Driveway
pending	8202 Elm Lane	Fence
pending	8366 Legacy Cir	Fence
n/a	8721 D St.	Remove tree struck by lightning
2021-96	3417 Hill Gail Dr.	Landing w/steps
pending	2984 Heritage Dr.	Fence



Town Administrators Report – September 2021

n/a	7513 B St.	Remove 3 trees
2021-97	3814 12th St.	Driveway turnaround
2021-99	3241 Ina Chase	Solar Panels
2021-100	3225 Mears Bend	Solar Panels
2021-101	8341 Autumn Crest Lane	Deck
Denied	8366 Legacy Cir	Fence
pending	8741 C St	Deck
pending	3403 Mary Lou Lane	Deck



Public Works Administrator's Report

To: Mayor & Town Council

From: James Berry

Subject: Public Works Report

Date: September 16, 2021

Water leak- We had 2 water main breaks in Richfield Station this month. Both have been repaired and we will patch the road next.

Wet wells- pump 3 contactors at Mears Ave have failed, I am replacing it at the time of this report. Pump 2 at B St. and E St. wet wells have been pulled and cleaned. We will service the check valves at both locations next.

Water meter/MXU- We will read at the end of this month and get a new change out list.

Flushing- will happen in November.

Ball fields – The Bermuda has taken on the old T ball field and the rest of the playing surface has been sanded and ready for football season.

Railway Trail – The growing season is winding down and we will switch from vines and weeds to replacing handrails again when time and weather permit.

Water Park – The Park is now closed; we are meeting to go over a maintenance/repair list.

Surveys/storm drains – I have worked with Wayne and his crew to shot grades and understand several areas in Town where sea level rise is affecting drainage. These areas include the Tot Lot, Ball field, and east of 260 from Veterans Park north to 29th St.

The Heritage – The pump station is online, and we have created a punch list of minor items to complete this build.

Emergency calls – We received 11 calls and responded to 4. 2 were water main breaks and 2 were water tower level issues resolved onsite.



To: Mayor & Town Council

From: Jon Castro

Subject: Water Reclamation Plant Report

Date: September 16, 2021

The Water Reclamation Treatment Plant had implemented new COVID-19 operations following all Federal, State, County, and Town's Mayor and Council Guidelines to control the spread of the virus. On April 6, 2020, two employee crews started alternating each week and the supervisors used a rotation every other week. As of July 1, 2021, staff had returned to normal operations as per General Operations Phase 1 Re-Opening.

MDE conducted a follow-up inspection on July 15, 2021, for the Stormwater Pollution Prevention Plan. This was a follow-up to their previous inspection from March 15, 2021. As a result of this follow-up inspection, the Stormwater Management Plan for the Chesapeake Beach WRTP was determined to comply with all state regulations.

The Asset Management Data Program needed an additional updated storage server installed before downloading the ALL Max Software, and installation of this server was completed on August 10th by Facchina Strategic Planning Inc. The program was brought into service and the data collected has started to be entered into the program. Currently, there are over 700 individual pieces of equipment, and almost 100 individual parts, entered into the program. Preventative maintenance tasks have begun to be scheduled in the system and will generate new work tasks based on real-time data.

IMACS worked on the implementation of a new SCADA system, Autonomy, for Plant monitoring. The trial operation started on July 28, 2021, to provide time to troubleshoot any issues with data recorded or alarms before termination of monitoring by Mission. Autonomy is setup for 4G/5G signals and can offer far more inputs for alarms since it is setup for Digital input/output signals. Mission is still on 3G and is Analog signal only. Autonomy offers more alarms coverage along with real time access of all equipment at the plant and Autonomy offers added security to their monitoring and site access. This new Scada system will improve Operator's ability to pull up data on their phone or laptop to see the entire plant operation and make better decisions on Plant Operations and Alarms.

WRTP Maintenance projects for this month's report consisted of scheduled preventive maintenance for Clarifiers #1 and #2, UV banks, Influent Pump #3 and wetwell, air relief valves, and Sludge Press Polymer Pumps. Installation of a new HDD for the CCTV system was performed by Plant staff, which brought the storage capacity for camera footage up from 1 TB to 8 TB. Continued cleaning and painting plant equipment.

Metropolitan Rolling Door was contacted to repair an issue with the gear drive for the overhead door in the Solids Handling Building. It was found that the drive gears had not been installed properly and had "walked" off the drive shaft. Metropolitan Door was able to reinstall the gear on the driveshaft and recommended contacting an electrician to replace the drive actuator limit switch. Plant personnel were



able to determine that a replacement was not necessary and made the required adjustment to the limit switch in-house.

On July 30, 2021, Aeration Blowers #1 and #2 were found to be tripped out due to a VFD fault. Troubleshooting by Plant personnel determined that there was a power issue somewhere in the circuit and placed the blowers out of service pending diagnosis by an electrician. Aeration Blower #3 was placed in service in manual mode. Wires Electrical Service checked over the electrical system on August 2nd, 2021, and was unable to determine the source of the issue. The Plant Superintendent began communications with the vendor that had supplied the VFD cabinets, Schneider Electric to attempt to troubleshoot the control and VFD system. All checks of VFD and controls showed no immediately identifiable issue. On August 24, 2021, Hills Electric checked the motor, VFD, and motor control center power supply and found that there was an intermittent phase loss from the motor control center. A further check identified a bus bar for the A phase that showed damage indicative of a poorly torqued bolt on the main bus bar. It was determined that this bus bar would need to be replaced. Electrical contractors Bailey and Shipp checked the bus bar issue on August 25, 2021, to develop a cost estimate for the repairs to the bus bar. A follow-up visit on September 2, 2021, with Bailey and Shipp, and a representative from the manufacturer of the motor control center, Eaton, was performed to better narrow down the work needed to repair/replace the bus bar. A request for data from Plant staff was made by Bailey and Shipp, and this data was provided via email on September 3, 2021. A quote for this work is still pending.

The Plant experienced several unexpected power flickers that resulted in equipment faults. On August 23, 2021, a power flicker resulted in multiple pieces of equipment shutting down, and the loss of a phase monitor for Backwash Pump #1. A replacement phase monitor was installed from an adjacent unused panel with no change. Hills Electric performed a check of the power to the Backwash Pump and found the power supply was good. A new phase monitor was installed and the backwash pump was brought back into service. On August 28, 2021, the plant experienced multiple power flickers over a short period. It was necessary to reset multiple pieces of equipment following this flicker. Both of these instances were not related to any known weather event.

The Plant has been experiencing issues with the automated gate opener. It has been determined that there is a fault in a component of the opener, and we are awaiting contractors to have the issue resolved. A security upgrade on the gate is scheduled in the next coming months receiving price quotes and options to improve security and operation.

The WRTP had one budget purchase cost item between \$5,000.00 and \$10,000.00 for this month's report. The purchase order was to Facchina for a Disaster Recovery Appliance for the Asset Management Program server for a cost of \$6469.42.

The Shellfish Protection Tank was utilized five times during this reporting period. All but one instance was due to rainfalls over 1" in a short period. The one time not relating to rainfall was during the servicing of Clarifiers #1 and #2.

The WRTP had three alarm calls for this month's report. The first was to check on plant flows following extremely heavy rains of over one inch in an hour, which resulted in the need to split flow to



the Shellfish Protection Tank. The second was for Influent Pump #2 and Return Pump #1 due to a failure to start following a power fluctuation during a severe thunderstorm. The third was for a filter backwash failure. The effluent valve for filter #2 had failed to close completely for the backwash cycle. The error was cleared, and the filter was placed back in service.

There were no incidents to report in the plant's Solids and Handling Operation. The present Solids Hauling Contract will expire on August 1, 2022, and extension or bids will begin next year.

The WRTP had no Bypass Flows to report for this month's report.

The WRTP had no SSO spills to report for this month's report.

Future Projects:

To complete working setting up an inventory of priority spare parts and increase training on maintenance of plant equipment. All plant SOPs are to be upgraded on plant equipment with pictures included in the maintenance and lab procedures. Training on all plant maintenance, lab, and daily operations will be videotaped to store for future references. The projects noted in the Capital Projects requests are on track for the RFP to be completed in the 2022 budget.



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 To	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
CE21-67		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	3559		COX	Rd		20732	0503047156	Self-Initiated	08/26/2021	09/17/2021	O'Dell, Connie
CE21-65		Inspection	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	3910		18TH	St		20732	0503070255	Self-Initiated	08/26/2021	09/10/2021	O'Dell, Connie
CE21-61		Door Hanger	Property Maintenance - Sanitary Maintenance - Vehicles - Open	Medium	8185		D	St		20732	0503109488	Complaint	08/23/2021	09/08/2021	O'Dell, Connie
CE21-58		Administrative Citation Issued	Operating a short term rental - Open	Medium	7609		B	St		20732	0503069192	Complaint	08/03/2021	09/23/2021	O'Dell, Connie
CE21-56		Notice of Violation Given	Sanitary Maintenance - Open	Medium	3917	E	CHESAPEAKE BEACH	Rd		20732	0503047458	Self-Initiated	07/28/2021	09/10/2021	O'Dell, Connie
CE21-55		Inspection	Property Maintenance - Sanitary Maintenance -	Medium	3325	E	CHESAPEAKE BEACH	Rd		20732	0503005402	Self-Initiated	07/26/2021	09/10/2021	O'Dell, Connie

		Grass - Open Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open												
CE21-53	Stop Work Order	Zoning Permit Required - Open	Medium	3723	E	CHESAPEAKE BEACH	Rd	20732	0503046885	Self-Initiated	07/26/2021	09/24/2021	O'Dell, Connie	
CE21-52	Notice of Violation Given	Constructing an Improvement within Town Rights-of-Way - Open Zoning Permit Required - Open	Medium	3242		RECTOR		20732	0503131599	Complaint	07/22/2021	09/10/2021	O'Dell, Connie	
CE21-50	Verbal Warning Given	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	8400		G	St	20732	0503103021	Self-Initiated	07/09/2021	09/10/2021	O'Dell, Connie	
CE21-49	Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Inoperable Vehicle - Closed Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	3609		12TH	St	20732	0503094952	Complaint	07/07/2021	09/09/2021	O'Dell, Connie	
CE21-38	Inspection	Property Maintenance - Sanitary Maintenance - Grass - Open Sanitary Maintenance - Open	Medium	3398		COX	Rd	20732	0503090965	Self-Initiated	06/01/2021	09/10/2021	O'Dell, Connie	
CE21-32	Inspection	Property Maintenance -	Medium	3911	E	CHESAPEAKE BEACH	Rd	00000	0503048586	Self-Initiated	05/12/2021	09/10/2021	O'Dell, Connie	

		Sanitary Maintenance - Garbage, Trash & Debris - Open											
CE21-13	Administrative Citation Issued	Zoning Permit Required - Open 110-15: Steep Slope Construction on or Adjacent to - Open	Medium	4026	11TH	St	20732	0503252767	Complaint	02/26/2021	09/10/2021	O'Dell, Connie	
CE21-8	Inspection	Zoning Permit Required - Open	Medium	3712	28TH	St	20732	0503043797	Self-Initiated	02/09/2021	09/10/2021	O'Dell, Connie	
CE20-80	Inspection	Zoning Infraction - Open	Medium	8131	BAYVIEW HILLS	Dr	20732	0503130509	Complaint	10/14/2020	09/17/2021	O'Dell, Connie	
CE19-91	Inspection	Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Sanitary Maintenance - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	7524	C	St	20732	0503070557	Self-Initiated	11/14/2019	09/17/2021	O'Dell, Connie	
CE19-67	Notice of Violation Given	Sign Ordinance - Open	Medium	4160	MEARS	Ave	20732	0503085635	Self-Initiated	08/21/2019	09/17/2021	O'Dell, Connie	
CE19-17	Inspection	Zoning Permit Required - Closed Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required - Open	High	7340	G	St	20732	0503095037	Complaint	03/22/2019	09/10/2021	O'Dell, Connie	
CE18-76	Inspection	Property Maintenance - Sanitary	Medium	2541	SHADY OAK	Ct	20732	0503174379	Complaint	10/19/2018	09/24/2021	O'Dell, Connie	

Maintenance -
Garbage, Trash &
Debris - Open
Property
Maintenance -
Sanitary
Maintenance -
Vehicles - Open

Number of Cases: 19



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 To	From To	From 07/08/2021 To 09/08/2021	

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
CE21-66		Closed: Voluntary Compliance	Prohibited Parking - Closed	Medium	4010		14TH	St		20732	0503069834	Self-Initiated	08/26/2021	08/31/2021	O'Dell, Connie
CE21-64		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3907		16TH	St		20732	0503049426	Self-Initiated	08/24/2021	09/03/2021	O'Dell, Connie
CE21-63		Closed: Voluntary Compliance	Sewer is Backed Up - Closed Inoperable climate control unit - Closed	Medium	2467		GREEN LEAF			20732	0503172724	Complaint	08/24/2021	09/03/2021	O'Dell, Connie
CE21-62		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	8185		D	St		20732	0503109488	Complaint	08/23/2021		O'Dell, Connie
CE21-60		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3914		26TH	St		20732	0503047849	Self-Initiated	08/16/2021	08/31/2021	O'Dell, Connie
CE21-		Closed:	Property	Medium	8732		D	St		20732	0503069478	Complaint	08/16/2021	08/31/2021	O'Dell,

59	Voluntary Compliance	Maintenance - Sanitary Maintenance - Grass - Closed											Connie
CE21-57	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	3902		26TH	St	20732	0503047784	Self-Initiated	07/28/2021	08/13/2021	O'Dell, Connie
CE21-54	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	3917	E	CHESAPEAKE BEACH	Rd	20732	0503047458	Self-Initiated	07/26/2021	08/06/2021	O'Dell, Connie
CE21-51	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3220		INA CHASE	St	20732	0503130622	Complaint	07/21/2021	07/30/2021	O'Dell, Connie
CE21-48	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3706		27TH	St	20732	0503044777	Self-Initiated	07/07/2021	07/28/2021	O'Dell, Connie
CE21-47	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3820		27TH	St	20732	0503048144	Self-Initiated	07/07/2021	07/28/2021	O'Dell, Connie
CE21-46	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	3707		28TH	St	20732	0503044769	Self-Initiated	07/07/2021	07/28/2021	O'Dell, Connie
CE21-45	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed	Medium	8729		D	St	20732	0503070077	Self-Initiated	07/07/2021	07/28/2021	O'Dell, Connie

CE21-43	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	4019	OLD BAYSIDE	Rd	20732	0503070247	Self- Initiated	06/09/2021	08/13/2021	O'Dell, Connie
CE21-41	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	7526	H ST		20732	0503107477	Complaint	06/09/2021	07/28/2021	O'Dell, Connie
CE21-39	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed	Medium	8226	BAYSIDE	Rd	20732	0503048306	Complaint	06/08/2021	07/28/2021	O'Dell, Connie
CE20-86	Closed: Voluntary Compliance	Zoning Permit Required - Closed Zoning Infraction - Closed	Medium	7536	C	St	20732	0503069559	Complaint	12/16/2020	07/20/2021	O'Dell, Connie
CE20-48	Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	3925	GORDON STINNETT	Ave	20732		Self- Initiated	07/01/2020	08/16/2021	O'Dell, Connie

Number of Cases: 18



Code Enforcement Summary Report

Report Criteria:

<i>Status</i>	<i>Assigned To</i>	<i>Census Tract</i>	<i>Violation</i>	<i>Initiation</i>	<i>Open Date Range</i>	<i>Follow up Date Range</i>	<i>Close Date Range</i>
All Closed	All		All	All	From To	From To	From 07/08/2021 To 09/08/2021

CE Totals

	<i>Total</i>	<i>Closed Cases</i>	<i>Open Cases</i>
Totals	18	18	0

CE Cases by Employee

<i>Employee</i>	<i>Total</i>	<i>Closed Cases</i>	<i>Open Cases</i>
O'Dell, Connie	18	18	0
Totals	18	18	0

CE Cases by Violation

<i>Violation</i>	<i>Total Violations</i>	<i>Closed Violations</i>	<i>Open Violations</i>
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
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	1	1	0
Inoperable Vehicle	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

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	1	1	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	1	1	0
Property Maintenance - Sanitary Maintenance - Grass	11	11	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	4	4	0
Sanitary Maintenance	0	0	0
Sewer is Backed Up	1	1	0
Sewer/Water Manual Violation	0	0	0

Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	1	1	0
Zoning Permit Required	1	1	0
Totals	21	21	0



Code Enforcement Summary Report

Report Criteria:

<i>Status</i>	<i>Assigned To</i>	<i>Census Tract</i>	<i>Violation</i>	<i>Initiation</i>	<i>Open Date Range</i>	<i>Follow up Date Range</i>	<i>Close Date Range</i>
All Open	All		All	All	From To	From To	From To

CE Totals

	<i>Total</i>	<i>Closed Cases</i>	<i>Open Cases</i>
Totals	19	0	19

CE Cases by Employee

<i>Employee</i>	<i>Total</i>	<i>Closed Cases</i>	<i>Open Cases</i>
O'Dell, Connie	19	0	19
Totals	19	0	19

CE Cases by Violation

<i>Violation</i>	<i>Total</i>	<i>Closed</i>	<i>Open</i>
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	<i>Violations</i>	<i>Violations</i>	<i>Violations</i>
110-15: Steep Slope Construction on or Adjacent to	1	0	1
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	1	0	1
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	1	0	1
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	1	1	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
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	1	0	1
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	1	0	1
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	5	0	5
Property Maintenance - Sanitary Maintenance - Grass	6	0	6
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	4	2	2
Sanitary Maintenance	3	0	3
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	1	0	1
Waste/Sewer Back Up	0	0	0

Zoning Infraction	1	0	1
Zoning Permit Required	5	1	4
Totals	31	4	27



Rental Registration Case by Status Report

Report Criteria:

Case Open From To Case Close From To

Report Details:

<i>Status</i>	<i># of cases with this status</i>
Application received	2
Application reviewed - need more info	1
Inspections in progress	10
Waiting on License Fee	37
License Current	153
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	54
Closed	28
Re-Inspection	4
Total Cases	289



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Town of Chesapeake Beach

Engineer's Report 9-12-21

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: Dredge material being excavated and hauled out of the DMP site. Began hauling last week of July. Dredge work now anticipated to start late 2021 or early 2022.

Waiting for update from USACOE for bidding date and final required volume

Richfield Station:

Action: MGI signed the final forms of PWA's and forwarded to Town for completion of the Plats on 7/27/21.

261 Sidewalks:

Action: MGI coordinating with SHA for approval of design change order. BAI proceeding with additional work to submit to SHA for review.

Heritage:

Action: Performing Pump Station field observation/inspection for conditional acceptance 8/17/21.

Kellams Field:

Action: Prepared concept plan for the renovation and refurbishing of the tot lot into an adult exercise and child's play area on 10/5/20. Received results of the citizens survey for the park improvements and are now selecting equipment to design fall zones and overall play area sizing.

Surveyed outfall area of Kellam's field to review possible storm drain reconfiguration to address water in drains.

Richfield Tower:

Action: Bids received and recommendation of award forwarded. Waiting for construction.

Rod N Reel:

Action: MGI and Town staff attended a virtual meeting with Rod n Reel representatives on 2/26/21 to review maintenance responsibilities based on our limits of the Town's maintenance responsibilities exhibit from 5/1/20. Rod n Reel representatives agreed to our request and offered to accept maintenance for additional items (planting & irrigation) in the Mears Avenue right of way. MGI prepared a revised exhibit to accompany a revised PWA. Waiting for revised PWA signature.



Highlands Sewer Study:

Action: MGI submitted State grant/loan application on 1/29/21. Responded to State questions on 2/22/21. Waiting on final direction.

Wesley Stinnett Water Study:

Action: MGI created a preliminary alignment map to serve the Wesley Stinnett Dr community with Town Water. The preliminary water extension alignment and Cost estimate completed as of 8/24/20. Water system capacity needs to be reviewed. Grant/loan application's filed on 1/29/21. Responded to State questions on 2/22/21.

Fishing Creek Wet Well:

Action: MGI to review needed improvements to prevent inundation by sea level rise and repair the existing facilities and create a concept design as well as budget for a future capital project.

WWTP UV Protection RFP

Action: MGI working with Jon Castro to develop and RFP to design the Launder Covers for UV protection at the Waste Water Treatment Plant. One bid received, Town to reject the one bid. MGI to manage the design by Environmental design subcontractor. Meeting with Hayward in reference to design parameters.



CALVERT COUNTY SHERIFF'S OFFICE

TWIN BEACHES PATROL

Date: September 8, 2021

To: Sharon Humm

From: Sergeant Gary Shrawder

Re: Sheriff's Office Report-Chesapeake Beach

In August of 2021, the Sheriff's Office handled 990 calls for service in Chesapeake Beach. This is up from 670 calls in July of 2021.

Call Breakdown for August of 2021:

364 calls were self-initiated (patrol checks, follow-up investigations, traffic stops etc)

626 calls were received by other means (citizens, alarm companies, etc)

Of the 626 calls, we handled:

- Fraud
 1. Suspect filed for unemployment with victim's name
 2. A&A Gaming- Fake id no further
 3. Identification theft

- Other Arrests
 1. Rod N Reel citizen v citizen assault
 2. Sobriety check point- subject failed to obey a lawful order and was arrested
 3. A&A Gaming- intoxicated subject charged for disorderly conduct
 4. Disorderly- Windward Keys- subject jumped into water and failed to obey a lawful order/trespassing

- Thefts
 1. Moving Company collected money and failed to provide services
 2. Rod N Reel- cleaning lady stole money from room
 3. Rod N Reel parking garage unknown subject took money from **unlocked** car
 4. Unknown suspect stole decorative sun from yard
 5. Rod N Reel customer wrote bad check to hotel
 6. Theft of I Pad that occurred in Dunkirk

- CDS Violation

1. Traffic stop- crack cocaine was found
2. Trader's- civil marijuana
3. Checkpoint- civil marijuana
4. Teens smoking marijuana on tennis court- no further gone on arrival

August 2021 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	42	264	Fireworks Complaint	0	5	Relay	1	1
Abandoned Vehicle	3	5	Follow Up	3	43	Robbery	0	2
Accident	7	70	Found Property	3	9	Search Warrant	0	2
Alarm	15	77	Fraud	3	16	Sexual Assault/ Offense	0	2
Alcohol Violation	0	3	Harassment	1	7	Sex Offender Registry	0	0
Animal Complaint	4	22	Illegal Dumping	0	1	Special Assignment	2	54
Assault	0	14	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	6	35	Indecent Exposure	0	0	Stolen Vehicle	0	3
Assist Other Dept	2	24	Intoxicated Person	0	2	Summons Service	3	11
Assist Sick/Injured	4	45	Kidnapping/Abduction	0	0	Suspicious Person	2	26
Attempt to Locate	5	35	Loitering	0	0	Suspicious Vehicle	4	40
Burglary	0	11	Lost Property	0	4	Tampering with MV	0	3
CDS Violation	3	7	Loud Party/ Music	1	22	Telephone Misuse	0	0
Check Welfare	15	125	Mental Subject	0	18	Theft	6	40
Conservor of Peace	1	10	Missing Person	0	6	Traffic Complaint	9	57
Destruction of Property	0	10	Neighborhood Dispute	0	4	Traffice Control	0	3
Death Investigation	0	0	Notification	0	0	Traffic Enforcement	4	26
Disorderly	13	66	Parking Complaint	5	41	Trespassing	3	18
Domestic	4	49	Patrol Check	320	1910	Unauthorized Use MV	0	0
Escort	0	1	Person with Weapon	0	0	Unknown Problem	2	9
Eviction	0	1	Police Information	14	65	Violation Protective Order	0	5
Fight	0	10	Protective/Peace Order	2	21	Warrant Service	3	13
Firearms Complaint	2	5	Prowler	0	0			
Total Calls							517	3378

	Month	Year		Month	Year		Month	Year
DUI Arrest	2	7	CDS Arrest	1	5	Other Arrest	4	34
Civil Marijuana Citations	3	10	Non Fatal Overdose	1	7	Fatal Overdose	0	1

**** Notes ****

Deputies assigned to the Twin Beach Patrol handled 250 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.)

August 2021 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	29	131	Fireworks Complaint	0	5	Relay	0	0
Abandoned Vehicle	0	1	Follow Up	7	35	Robbery	0	1
Accident	4	36	Found Property	1	13	Search Warrant	0	2
Alarm	2	40	Fraud	0	8	Sexual Assault/ Offense	0	2
Alcohol Violation	0	1	Harassment	0	6	Sex Offender Registry	0	0
Animal Complaint	1	6	Illegal Dumping	0	2	Special Assignment	0	4
Assault	0	7	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	3	19	Indecent Exposure	1	1	Stolen Vehicle	2	4
Assist Other Dept	3	12	Intoxicated Person	0	1	Summons Service	1	6
Assist Sick/Injured	6	19	Kidnapping/Abduction	0	0	Suspicious Person	3	13
Attempt to Locate	1	25	Loitering	0	0	Suspicious Vehicle	6	28
Burglary	0	5	Lost Property	0	0	Tampering with MV	0	1
CDS Violation	0	5	Loud Party/ Music	2	19	Telephone Misuse	0	0
Check Welfare	3	37	Mental Subject	0	0	Theft	3	15
Conservor of Peace	0	10	Missing Person	0	1	Traffic Complaint	1	27
Destruction of Property	0	10	Neighborhood Dispute	0	4	Traffice Control	0	1
Death Investigation	0	0	Notification	0	4	Traffic Enforcement	4	13
Disorderly	4	34	Parking Complaint	6	26	Trespassing	2	11
Domestic	7	43	Patrol Check	247	1419	Unauthorized Use MV	0	0
Escort	0	0	Person with Weapon	0	0	Unknown Problem	1	1
Eviction	1	3	Police Information	5	36	Violation Protective Order	0	9
Fight	1	10	Protective/Peace Order	1	10	Warrant Service	2	5
Firearms Complaint	1	4	Prowler	0	0			
Total Calls							361	2191

	Month	Year		Month	Year		Month	Year
DUI Arrest	0	3	CDS Arrest	0	7	Other Arrest	2	15
Civil Marijuana Citations	3	11	Non Fatal Overdose	0	2	Fatal Overdose	0	1

**** Notes ****

AMENDED RESOLUTION R-21-6

The Town Council Hereby Amends This Resolution of the Town Council of the Town Chesapeake Beach in Support of Dredge Funding

WHEREAS: A previous Resolution was passed by the Town Council regarding Dredge Funding under this Resolution R-21-6.

WHEREAS: The requirements of that funding have changed and the Town Council hereby Amends that previous Resolution, and adopts that Resolution language herein, to reflect the funding changes that have occurred.

WHEREAS: Calvert County Government has entered into a contract for dredging and similar services and work; and

WHEREAS: The Town of Chesapeake Beach desires to have said contractor perform services on behalf of the Town that are similar and related to the referenced contract, and

WHEREAS: The Town is permitted to “piggy back” on the referenced contract under Town Ordinance C-723 (G), and

WHEREAS: The Town Council is in need of funding from the Town Dredge Fund to pay for such services.

THEREFORE, BE IT RESOLVED THAT:

The Town Council hereby adopts by reference the previously approved Resolution R-21-6 with the modifications as indicated herein. The Town Administrator is hereby authorized to use discretion to access all funds available from the Dredge Fund of the Town of Chesapeake Beach to pay for the additional services and work of contractor for the Town of Chesapeake Beach.

FURTHERMORE, The Town Administrator is hereby authorized to access up to Two Hundred and Fifty thousand (\$250,000.00) Dollars of unallocated funds to apply to and complete the Dredge Rehabilitation Project. It is expected that said funds will be reimbursed when the Two Hundred and Fifty thousand (\$250,000.00) Dollar grant funds are received from DNR. Said additional funding is as a result of additional and unforeseen construction and site conditions.

The above recitals are hereby adopted by reference into this Resolution.

Approved on: _____

Patrick J. Mahoney, Mayor

Valerie L. Beaudin, Councilwoman

Derek J. Favret, Councilman

Lawrence P. Jaworski, Councilman

Keith L. Pardieck, Councilman

L. Charles Fink, Councilman

Gregory J. Morris, Councilman



EDWIN A. & JOHN O. CRANDELL, INC

INCORPORATED 1948

733 Crandell Rd. West River, MD 20778

MMCLB No: 011(E) / MHIC No: 24468

410-867-0200 Fax 410-867-2724

www.eajocrandell.com

Date: September 15, 2021

Pending Change Order : 01

Change Order Number: _____

*Add CO number to form when signing.

Project: Removal of 40,000 CY from DMP site

Contract Number: 21-08

Owner: Town of Chesapeake Beach
8200 Bayside Rd
PO Box 400
Chesapeake Beach, MD 20732

Attn: Holly Wahl
Project Manager

Description of Additional Work: Corrective measures for extra trucking time associated with trucking and disposal

- Estimated trucking for 10,000 to 12,000 CY of remaining material
- Credit to adjust the existing mark-up on trucking and reduce it by 2.5%
- Offer not to exceed the contracted amount for Item 1 and 2
- Offer to only charge the actual truck cost incurred for remaining loads to be hauled away.
- Offer to postpone payment to Crandell's till DNR pays the Town for portion of contract value DNR agreed to pay
- Offer to not charge for extra timber mats, extra loads of stone material for roads or excess flatbed truck hours = \$4,700
- Estimated trucking hours remaining for 12 days is approximately 1,700 hours

Quantity	Unit Cost	Cost	Description
1700	\$82.00	\$139,400.00	Estimated remaining hours for trucking because of longer truck times for the entire project
2740	-\$4.35	-\$11,919.00	Credit reducing markup on trucking cost for contract hours of 2,740 hours
758.92	\$91.25	\$69,251.45	Excess trucking hours already worked at contract cost
758.92	-\$4.35	-\$3,301.30	Credit reducing markup for extra trucking hours already incurred

Total **\$193,431.15**

Original Contract Amount	\$479,714.00
Total of Previous Change Orders	\$0.00
Total Change this Change Order	<u>\$193,431.15</u>

New Contract Amount **\$673,145.15**

Additional Contract Days Requested 0 days

Not valid until signed and accepted by the contractor and owner:

Edwin A & John O. Crandell, Inc

Owner: Town of Chesapeake Beach

By: David R Harris II
David R. Harris, II
Vice President of Operations

By: _____
Name:
Title:

Date: September 15, 2021

Date: _____

Note: By acceptance of this Change Order, the owner agrees to the changes and prices to the contract for the work specified herein. All work specified and initiated by this change order shall be performed according to the provisions set forth in the original contract unless noted otherwise.

Resolution R-21-8

A Resolution of the Town Council of Chesapeake Beach in Support of Extending the Temporary Moratorium

WHEREAS: The Town Council established a Temporary Moratorium for development applications under Resolution R-21-3.

WHEREAS: The Town Council has determined there is a need to extend that moratorium for the continuing reason as stated in the previous Resolution for an additional THREE (3) months.

WHEREAS: The Town Council has determined that it is in the public interest to grant this extension.

THEREFORE, BE IT RESOLVED THAT:

The Town Council adopts herein by reference and incorporates herein Resolution R-21-3 as if restated and reaffirms that Resolution, to be amended only as indicated below.

The Town Council has determined an additional THREE (3) months is needed for the moratorium and hereby extends the moratorium for an additional THREE (3) months after the time period as reformed in the Resolution R-21-3.

The above recitals are hereby adopted by reference into this resolution.

Approved on: _____

Patrick J. Mahoney, Mayor

Valerie L. Beaudin, Councilwoman

Derek J. Favret, Councilman

L. Charles Fink, Councilman

Lawrence P. Jaworski, Councilman

Gregory J. Morris, Councilman

Keith L. Pardieck, Councilman



PLANNING & ZONING MEMORANDUM

To: Mayor and Town Council, Chesapeake Beach, MD

From: Larry Brown
Chairman, Planning and Zoning Commission

Date: Sep 8, 2021

Re: Report

The **Planning Commission** held “virtual” meetings via publicly assessable “Zoom” on July 28, August 12 and Aug 25. The meetings were recorded and are available on YouTube; the public participated by phone and via the internet. One meeting is scheduled this month.

At the Aug 25th meeting, the Commission approved a motion to release the draft Comprehensive Plan for 60-day public review and comment subject to editorial edits and inclusion of approved changes discussed at the Aug 25th meeting, with the understanding, that the Commission would have a final review before releasing publicly and setting public hearing date.

As of the deadline for this report to the Town Council, four of the six Commissioners have completed their review, and two have agreed to a hearing date of Nov 9th.

Also, at the Aug 25th meeting, the Commission approved a motion to forward the following building heights amendments to Mayor, Town Council, and Town Administrator within the next five days.

“Section 290-19A, Tables, Requirements, Exceptions, to change the maximum building height in the Residential High-Density (R-HD) district from 50 feet to 35 feet and in the Maritime (M) district from 70 feet to 35 feet.

Add the following note to the bottom of the table and number it 6: For those buildings in the designated 100-year floodplain, the 35-foot building height limit may not be exceeded by the required amount of the Flood Protection Elevation, as defined in the Floodplain Management Ordinance.”

In the Chairman's opinion, after the draft Comprehensive Plan is approved for public release and the hearing date is set, the following is a list of action items necessary for the Commission to complete its work on, and implement the Comprehensive Plan (CP). These are subject to Commission approval and change.

1. Zoning Administrator provides Commission with Zoning Map and text changes - Zoning Administrator
2. Set deadline for accepting Zoning Map/text changes to be reviewed - Commission
3. All Commission approved changes to Zoning map/text provided to Zoning Administrator - Commission
4. Set Zoning Map and text changes hearing date - Commission
5. Publish Zoning Map and text Draft for public review - Zoning Administrator
6. Public Comments at CP Public Hearing
7. List of Public concerns from CP hearing provided to Commission - Zoning Administrator
8. Commission deliberates on public comments and provides Zoning Administrator CP changes - Commission
9. Zoning Administrator provides Commission with CP that incorporates changes re public comments - Zoning Administrator
10. Commission approves final CP; transmits to TC
11. Public Comments at Public Hearing on Zoning Map/text
12. List of Public concerns from hearing provided to Commission - Zoning Administrator
13. Commission deliberates on public comments and provides Zoning Administrator Zoning Map/text changes - Commission
14. Zoning Administrator provides Commission with Zoning Map/text that incorporates changes re public comments - Zoning Administrator
15. Commission approves final Zoning Map/text; transmits to TC

All future PC meetings will be "virtual" meetings via publicly assessable "Zoom" until in person meetings are approved by the Town Council.

Chesapeake Beach Oyster Cultivation Society Report

September, 2021

Chesapeake Beach Town Council Meeting

The 11th cycle of oyster restoration on September 10, 2019 at 10 AM at Marina West WAS POSTPONED until a later date. The hatcheries are running late due to a poor larvae production. We are hoping to get our allotment in late September or early October.

CBOCS is again hosting Calvert County 5th grade students on their annual oyster field trips at the railway trail. This year we are fortunate to have 1200 students from all elementary schools. Trips started on September 13 and last until October 29. Take a day and come see what the next generation is learning about oyster restoration in the Chesapeake Bay.

Green Team Meeting Minutes

August 18, 2021

Attendees:

Sue Alexander
Melanie Crowder
Linda Draper
Suzanne Blake
Valerie Beaudin
Ken Rasmussen

Meeting came to order at 7:00

Green Team Action Plan is now on town website for review and comment.

Bayfront Park

- **Recommendation:** Vine clipping will be conducted every Monday morning. Volunteers welcome – bring gloves, clippers and black bags. Use black plastic bags to prevent regrowth of clippings.
- Valerie will contact Holly about necessity to get Critical Area permit to dig up root systems of vines and cut down dead trees. Determine feasibility of replacing them with site-appropriate new trees.
UPDATE: This is an ongoing process.

17th St Retaining Wall Garden

- Plants have been donated by Windmill Farms
- Planting will happen in mid-September dependent on appropriate weather conditions
- **Recommendation:** Contact town landscaping company to see if they can handle watering as there is no water connection at the site. If capability not including in contract, contact Dept of Public Works.
- **UPDATE:** Event date: Sunday, September 19 @ 10:00 am / Rain Date Saturday, September 18 @ 10:00 am
 - o Bring tools for digging, gloves, sunscreen, bug spray, and drinking water
 - o Combination of donated plants from Windmill Farms and purchases from the town
 - o Windmill Farms will water the rock wall garden bi-weekly and check the status in between waterings

Paddle and Pickup

- Paddle and Pickup has been officially advertised. Registration is on the CCPR website.
- In conjunction with Calvert Parks and Rec on Sept 25th for cleanup of Fishing Creek. Find out from NECC what supplies we need versus what they will provide: bags, gloves, grabbers, water, etc.

- Brian may be able to get several small boats running the creek to collect trash from Kayaks as they progress so they can keep moving and not have to return to base with every load. Possibly recruit Larry Ringgold to captain the Retriever.
- Call Nicole Cox at Marina West to arrange launch site.
- **Recommendation:** Green Team provide pizza or doughnuts as incentive.
- **UPDATE:** Meeting to be held with Erica (Northeast Community Center) on Thursday, September 9th @ 4:15 to finalize details
 - o Larry Ringgold will pilot his boat to retrieve items from kayaks and canoes.

Signage

- Sue will coordinate installation of new signs. Determine tools and supplies necessary to remove old signs and add new ones.
- Next year allot budget to remove signage that is no longer applicable and install new signs on other healthy plants/trees.
- Purple Martin House has been purchased – suggested time to install is late February/early March 2022
- **UPDATE:** Larry pre-drilled holes and they are ready to be placed on posts & they are already UV treated. This is scheduled to be completed around Thursday, September 9th.

Pollinator Gardens:

- Melanie has created a plan to restore and will schedule October date for execution (tentatively October 16th 10:00am).
- Water appears to be leaking from the irrigation system and is pooling around boxes. Jay Berry will analyze site and report back.
- Melanie will be visiting several Nursery/Native Plant Sales. Anyone wishing to join her should email her their availability. If anyone wishes to go on their own, the following is a list of known locations:

Chesapeake Natives - open house dates are below. I can only go on October 17.

<http://chesapeakenatives.org/plant-sales-2/>

Sunday, August 29th, 10AM-2PM

Sunday, September 26th, 10AM-2PM

Sunday, October 17th, 10AM-2PM

Bonn Terra- Holly Hill Nursery

<https://bonaterradc.com/plant-sales/>

Open house dates August 28 and 30

I am going on 8/30

Butterfly Alley

<https://butterflyalley.net/>

Hours:

Friday 10am-4pm

Saturday and Sunday 12PM-5PM or by appointment

I plan to go on September 3

Alexandria Native Plant Sale- multiple vendors

<http://www.northernalexandrianativeplantsale.org/>

October 2

- **UPDATE:** The town has purchased the plants and Melanie is babysitting the plants until the scheduled planting in October

Education and Outreach

- Must pay attention to other areas of town besides Fishing Creek Trail and Bayfront Park.
- Keith Pardieck – Sam Droege the Bee Guy is being recruited to do public talk on pollinator gardens/native plants for HOAs and other town citizens sometime in March. Possibly use the small gym at the Community Center.
- **UPDATE:** Keith Pardieck is making introductions between Valerie and Sam and Keith has said Sam will be available in Feb/March

Storm Runoff Mitigation

- No current discussion

Other Ongoing Ideas

- Work with Kellams Field Committee to contribute more rain gardens.
- Make eradication of Japanese Knotweed a priority
- **UPDATE:** Melanie received an estimate for eradication and this will be a topic at the next meeting.
- Investigate the responsibilities of the staff at BFP in regard to picking up trash
- Install a storage box at pollinator garden for green team supplies and equipment behind spigot – hose, pails, shovels, bags, etc.

Sue Alexander will send out advance notice of meetings to all committee members and maintain email group list.

Next meeting scheduled for September 23, 7:00 pm Kellam Field Pavilion and if it rains the meeting will move to town hall where face masks are currently required.



To: The Honorable Mayor and Town Council
Subject: Richfield Station Public Works Agreements
Date: September 3, 2021

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The following Public Works Agreements have been drafted in coordination with the Town Attorney, Town Engineer and Public Works. The agreements were previously drafted and executed and expired.

II. PUBLIC WORKS AGREEMENTS BEING REVIEWED:

PWA 94R, 98R, 99R and 107R are attached as Exhibit "A".

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Grading

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

PUBLIC WORKS AGREEMENT, #94R, is made this _____ day of _____, 202__ between CHESAPEAKE BEACH, MARYLAND (hereinafter, “the Town”), a Maryland municipal corporation and body politic, and RICHFIELD STATION II JOINT VENTURE, LLP (hereinafter, “Developer”), being the Owner of certain land in the Town proposed for subdivision known as Richfield Station – Block S (hereinafter, “the Subdivision”), as per plat thereof recorded among the plat records of Calvert County, Maryland, at Liber _____, Folio _____.

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; 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 failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the 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 said 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, which include grading, in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phases 3A, 3B and 4 in accordance with the current design Specifications and Design Standards for Grading and Sediment Control contained in SCS and MDE Standards, Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time 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, including, if any, but not limited to, profiles, cross-sections, and 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.

1. Improvements(s)

Recitals – The parties adopt the recitals as listed above as if they were restated herein.

The Improvement(s) to be built pursuant to this Public Works Agreement are shown on the subdivision plat or plans described above or as detailed in Exhibit 2 and are identified as:

NAME OF FACILITY

LENGTH

STATION NOS.

LOCATION

A. Completion of Mass Grading

Block S, Phases 3A
and 3B, Crest View
Lane and Phase 4
Ridge View Ct.

B.

C.

D.

E.

2. Construction Bonding.

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 the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the Improvements. The cost estimate prepared by the Developer's engineer shall include the cost of the construction for the completion of Mass Grading for Phases 3A, 3B and 4 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of Costs attached hereto as Exhibit 2.

The Developer shall post a bond of 150% of the approved entire construction costs of the project shown on the schedule of costs in Exhibit 2.

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town, SCS and/or MDE of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The release of the Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the grading Improvements pursuant to Section 6 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 sixty (60) 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. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

The Developer further agrees that should adverse water conditions either above or below ground arise during construction of the Improvements, showing a subsurface water condition, the Developer shall install such drains as may be necessary in order to drain the entire area within the Improvements or any portion thereof, in order to insure proper drainage of the area, as may be required by the Engineer representing the Town of Chesapeake Beach. The installation of such drainage facilities shall become a part of the Improvements governed by this Public Works Agreement, the satisfaction of which shall be secured by the Performance Bond and Maintenance Bond required herein.

4. 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 written advance notice to the Town Public Works Administrator 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.

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements 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, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the and sediment control Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the 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.

6. Warranty and Maintenance Bond.

The Developer shall warrant the completed Improvements for a period of one (1) year after final acceptance by the Town of said facilities against: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts or omissions attributable to the Developer, its agents, employees, contractors and subcontractors. If the Improvements are located such that construction traffic will traverse the Improvements to reach other developed areas of the development for a period of one year, then the one year warranty and maintenance obligation shall be increased to the amount of time necessary to construct the remaining areas of development and allow a one year period thereafter. Upon the Town's written acceptance of the Improvements covered by this Public Works Agreement, the Developer shall post a Maintenance Bond in favor of the Town, in the form designated by the Town, in an amount equal to ten percent (10%) of the construction cost as approved by the Engineer representing the Town of Chesapeake Beach and detailed in Exhibit 2. The Maintenance Bond shall be subject to forfeiture to the extent there are damages to: (1) defects in materials and workmanship, including

latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts of omissions attributed to the Developer, its agents, employees, contractors and subcontractors. Upon the occurrence of any of the foregoing, and the failure of the Developer to remedy same within sixty (60) days after notice thereof has been given, the Maintenance Bond shall be forfeited to the extent of all costs to remedy such damages or defects as shall be determined solely by the Town, upon advice of the Engineer representing the Town of Chesapeake Beach, and the Developer and the Surety shall be jointly and severally liable for said damages and costs. Said Maintenance Bond shall be maintained in the requisite amount for a period equal to the warranty period described above. At the end of said period, the Town in conjunction with SCS inspectors shall determine whether all work performed under the Improvements has been satisfactory and maintained, and release the Maintenance Bond, or in the alternative, determine the work and maintenance is unsatisfactory and give the Developer a punch list of items to be corrected before the work and maintenance is accepted and the Maintenance Bond is released.

7. Improvements and Amenities.

Developer is required to construct certain Improvements and Amenities in the subdivision by virtue of the approval of the creation of the subdivision by the Chesapeake Planning and Zoning Commission. The requirements are set forth in a letter granting the Developer, or its predecessor in title, preliminary subdivision approval. Said letter is dated Not Applicable and is incorporated herein by reference. The Developer agrees to construct the Improvements and Amenities required in the letter granting preliminary subdivision approval or as contained on the recorded plat of subdivision. The Improvements and Amenities to be constructed by the Developer shall include the following items as indicated:

- Storm Water Management - Calvert County Permit & Bond
- Interior Street Trees
- Recreational Facilities
- Focal Point Plantings
- Sidewalks
- Trails
- Other

8. Bonding for Improvements and Amenities. [Not Applicable]

The construction of the Improvements and Amenities referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

9. Damage to Other Public Facilities.

The Developer shall take care to protect other public facilities owned by the Town adjacent to or in association with the work to be completed under this Public Works Agreement. Prior to release of this Public Works Agreement and security the Town through its Engineer will inspect other adjacent and associated Public Facilities for damage as a result of the work completed herein. The Developer will be responsible for repair and/or replacement of any damaged facilities as a result of the work under this PWA as directed by the Town Engineer at the Town Engineer's sole discretion prior to final acceptance and release of this agreement and its associated security

10. Bonding for Plantings. [Not Applicable]

The construction of the plantings referred to above shall be guaranteed by the Developer through the posting of

a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of the installation cost of the plant matter shall be approved by the Chesapeake Planning and Zoning Commission. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

11. 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.

12. Indemnification.

Until the time of completion of the 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 Improvements covered hereby. Said obligation to indemnify and hold the Town harmless shall survive the termination, by expiration or otherwise, of the Public Works Agreement.

13. 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, and as mutually agreed by both parties that no extension has been granted, 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.

14. 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 this Public Works Agreement.

15. 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 actual costs of attorney's fees to the Town, 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.

16. Non-Assignment

This Public Works Agreement is not assignable by the Developer unless the Town shall first give consent to such assignment, which consent shall not be unreasonably withheld. 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.

17. 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 shall be constructed in accordance with the laws of the State of Maryland. The parties hereto intend to execute this document seal and hereby create a specialty.

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)

Print Name & Title Michael Roepcke, AGENT
RICHFIELD STATION II JOINT VENTURE, LLP

Date: 7/15/2021

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY, that on this 15 day of July, 2021, before me, the subscriber, a Notary Public in and for the State and the County aforesaid, personally appeared MICHAEL ROEPCKE for Richfield Station II Joint Venture, LLP, a party to the within agreement and acknowledge the same to be his/her act and deed and/or to be the act of said body corporate.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

Susan E. Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Lisli Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

Updated Public Works Agreement #94R

CRITICAL AREA MASS GRADING

BLOCK S

Richfield Station Critical Area Block S Mass Grading prepared by B & R Design Group, Inc.:

1. Sediment and Erosion Control Plan for Block S Critical Area dated 12/09; Rev. 01/25/10; Sheet SEC-1;
2. Sediment and Erosion Control Details dated 12/09; Rev. 01/25/10; Sheet SEC-2;
3. Sediment and Erosion Control Details dated 12/09; dated 01/25/10; Sheet SEC-3; and
4. Sediment and Erosion Control Plan Revision "D" approved 7/12/18; Sheet SEC-1

Proposed Mass Grading Schedule:

Sediment Control Installation	Complete
Clearing & Grubbing	Complete
Select re-clearing if necessary	8/01/21 - 6/01/23
Remaining Excavation	8/01/21 - 8/01/23
Stabilization	8/01/21 - 8/01/24

EXHIBIT 2

BLOCK S - RICHFIELD STATION
PUBLIC WORKS AGREEMENT #94R
COMPLETION MASS GRADING

SCHEDULE OF COSTS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Clearing & Grubbing Existing Stockpile Only		LS	\$4,000.00	\$4,000.00
Grading				
Haul Stockpile to SWW	4,950	CY	\$11.08	\$54,850.00
Onsite Grading	2,000	CY	\$8.00	\$16,000.00
Haul Excess to SWW	2,000	CY	\$11.08	\$22,160.00
Topsoil, Seed & Mulch	3,290	SY	\$2.25	\$7,403.00
Sediment Control				
Clean Out Ex. Basin Blk S		LS	\$800.00	\$ 800.00
Clean Out Ex. Basin SWW		LS	\$800.00	\$ 800.00
Silt Fence	600	LF	\$3.50	\$2,100.00
Install New Stone Outlets (2)	16	CY	\$100.00	\$1,600.00
Stabilized Const Entrance	2	EA	\$1500.00	\$3,000.00
Clean Out Temporary SWM (Pond #13)		LS	\$10,000.00	\$10,000.00
Subtotal - Costs:				\$122,713.00
GRAND TOTAL @ 150%				\$184,070.00

APPROVED BY: *Massick Group Inc*
By: *Wayne A. Newton, President*

DATE: 5/6/21


TOWN ENGINEER



PROPOSAL

April 14, 2021

Mike Roepcke

Richfield Station

Scope of work:

Load and haul approx. 4,950 yards of dirt onsite	\$54,850.00	
Install silt fence at load site and dump site	\$1,750.00	} PART OF INDIVIDUAL COSTS LEFT IN PWA # 94R EXHIBIT # 2
Supply and spread 2 loads of stone	\$1,550.00	
Stabilize all disturbed areas 1 time	\$2,900.00	
Supply dumpsters for brush/small trees at load site	\$2,250.00	

Notes: Does not include hauling dirt offsite

Does not include sediment control maintenance or removal

Temp stabilization of disturbed areas 1 time only

M&M is not responsible for damaged to asphalt roads from trucks

Standard exclusions: rock, water, ETC

Thank you for the opportunity to bid this job. We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Mundorf', written over a white background.

Benjamin R. Mundorf
Operations Manager

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

PUBLIC WORKS AGREEMENT, #98R, is made this _____ day of _____, 202 ____ between CHESAPEAKE BEACH, MARYLAND (hereinafter, “the Town”), a Maryland municipal corporation and body politic, and RICHFIELD STATION II JOINT VENTURE, LLP(hereinafter, “Developer”), being the Owner of certain land in the Town proposed for subdivision known as Richfield Station – Block S (hereinafter, “the Subdivision”), as per plat thereof recorded among the plat records of Calvert County, Maryland, at Liber _____, Folio _____.

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; 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 failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the 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 said 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 in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phase 1 in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time 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, including but not limited to, profiles, cross-sections, and 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.

1. Improvements(s)

Recitals – The parties adopt the recitals as listed above as if they were restated herein.

The Improvement(s) to be built pursuant to this Public Works Agreement are shown on the subdivision plat or plans described above or as detailed in Exhibit 2 and are identified as:

<u>NAME OF FACILITY</u>	<u>LENGTH</u>	<u>STATION NOS.</u>	<u>LOCATION</u>
A. Public Water & Sewer	See Exhibit 1	See Exhibit 1	Block S, Phase 1 Portions of Clear Spring Dr. and Crest View Lane
B.			
C.			
D.			
E.			

2. Construction Bonding.

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 the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phase 1 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

The Developer shall post a bond of 150% of the approved entire construction costs of the project shown on the schedule of costs in Exhibit 2.

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 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 sixty (60) 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. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

The Developer further agrees that should adverse water conditions either above or below ground arise during construction of the Improvements, showing a subsurface water condition, the Developer shall install such drains as may be necessary in order to drain the entire area within the Improvements or any portion thereof, in order to insure proper drainage of the area, as may be required by the Engineer representing the Town of Chesapeake Beach. The installation of such drainage facilities shall become a part of the Improvements governed by this Public Works Agreement, the satisfaction of which shall be secured by the Performance Bond

and Maintenance Bond required herein.

4. 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 written advance notice to the Town Public Works Administrator 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 Improvements including water and sewer mains and laterals. All laterals shall be readily apparent and shall be located as requested by the Town 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 after the request.

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements 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, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the public water and sewer Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the 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.

6. Warranty and Maintenance Bond.

The Developer shall warrant the Improvements for a period of one (1) year after final acceptance by the Town of said facilities against: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts or omissions attributable to the Developer, its agents, employees, contractors and subcontractors. If the Improvements are located such that construction traffic will traverse the Improvements to reach other areas of development for a period of one year, then the one year warranty and maintenance obligation shall be increased to the amount of time necessary to construct the remaining areas of development and allow a one year period thereafter. Upon the Town's written acceptance of the Improvements covered by this Public Works Agreement, the Developer

shall post a Maintenance Bond in favor of the Town, in the form designated by the Town, in an amount equal to ten percent (10%) of the construction cost as approved by the Engineer representing the Town of Chesapeake Beach and detailed in Exhibit 2. The Maintenance Bond shall be subject to forfeiture to the extent there are damages to: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts of omissions attributed to the Developer, its agents, employees, contractors and subcontractors. Upon the occurrence of any of the foregoing, and the failure of the Developer to remedy same within sixty (60) days after notice thereof has been given, the Maintenance Bond shall be forfeited to the extent of all costs to remedy such damages or defects as shall be determined solely by the Town, upon advice of the Engineer representing the Town of Chesapeake Beach, and the Developer and the Surety shall be jointly and severally liable for said damages and costs. Said Maintenance Bond shall be maintained in the requisite amount for a period equal to the warranty period described above. At the end of said period, the Town shall determine whether all work performed under the Improvements has been satisfactory and maintained, and release the Maintenance Bond, or in the alternative, determine the work and maintenance is unsatisfactory and give the Developer a punch list of items to be corrected before the work and maintenance is accepted and the Maintenance Bond is released.

7. Improvements and Amenities.

Developer is required to construct certain Improvements and Amenities in the subdivision by virtue of the approval of the creation of the subdivision by the Chesapeake Planning and Zoning Commission. The requirements are set forth in a letter granting the Developer, or its predecessor in title, preliminary subdivision approval. Said letter is dated Not Applicable and is incorporated herein by reference. The Developer agrees to construct the Improvements and Amenities required in the letter granting preliminary subdivision approval or as contained on the recorded plat of subdivision. The Improvements and Amenities to be constructed by the Developer shall include the following items as indicated:

- Storm Water Management - Calvert County Permit & Bond
- Interior Street Trees
- Recreational Facilities
- Focal Point Plantings
- Sidewalks
- Trails
- Other

8. Bonding for Improvements and Amenities. [Not Applicable]

The construction of the Improvements and Amenities referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

9. Damage to Other Public Facilities.

The Developer shall take care to protect other public facilities owned by the Town adjacent to or in association with the work to be completed under this Public Works Agreement. Prior to release of this Public Works Agreement and security the Town through its Engineer will inspect other adjacent and associated Public Facilities for damage as a result of the work completed herein. The Developer will be responsible for repair and/or replacement of any damaged facilities as a result of the work under this PWA as directed by the Town Engineer at the Town Engineer's sole discretion prior to final acceptance and release of this agreement and its associated security.

10. Bonding for Plantings. [Not Applicable]

The construction of the plantings referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of the installation cost of the plant matter shall be approved by the Chesapeake Planning and Zoning Commission. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

11. 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.

12. Indemnification.

Until the time of completion of the 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 Improvements covered hereby obligation to indemnify and hold the Town harmless shall survive the termination, by expiration or otherwise, of the Public Works Agreement.

13. 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, and as mutually agreed by both parties that no extension has been granted, 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.

14. 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 this Public Works Agreement.

15. 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 actual costs of attorney's fees to the Town, 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.

16. Non-Assignment

This Public Works Agreement is not assignable by the Developer unless the Town shall first give consent to such assignment, which consent shall not be unreasonably withheld. 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.

17. 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 shall be constructed in accordance with the laws of the State of Maryland. The parties hereto intend to execute this document seal and hereby create a specialty.

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)

Print Name & Title Michael Roepcke, AGENT
RICHFIELD STATION II JOINT VENTURE, LLP

Date: 7/15/2021

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY, that on this 15 day of July, 2021, before me, the subscriber, a Notary Public in and for the State and the County aforesaid, personally appeared MICHAEL ROEPCKE for Richfield Station II Joint Venture, LLP, a party to the within agreement and acknowledge the same to be his/her act and deed and/or to be the act of said body corporate.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

Susan E Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Julie Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #98R

Water & Sewer

Clear Spring Drive Sta.1+52 to 4+85+/-
Crest View Lane Sta.0+00 to 3+10+/-
Ridge View Court Sta.0+00 to 0+75+/-

Richfield Station Clear Spring Drive, Crest View Lane, and Ridge View Court, Block S,
prepared by B&R Design Group, Inc.:

1. Cover Sheet Sealed 5/6/10; C-1
2. Development/Grading & Storm Drain Plan Sealed 5/6/10; C-2
3. Development/Grading & Storm Drain Plan Sealed 5/6/10; C-3
4. Storm Drain Profiles Sealed 5/6/10; C-4
5. Storm Drain Profiles Sealed 5/6/10; C-5
6. Storm Drain Details Sealed 5/6/10; C-6
7. Water and Sewer Plan Sealed 5/6/10; C-7
8. Water and Sewer Plan Sealed 5/6/10; C-8
9. Water & Sewer Profiles Sealed 5/6/10; C-9
10. Water & Sewer Profiles Sealed 5/6/10; C-10
11. Water & Sewer Structure Schedule Sealed 5/6/10; C-11
12. Water & Sewer Details Sealed 5/6/10; C-12
13. Water & Sewer Details Sealed 5/6/10; C-13
14. Water & Sewer Details Sealed 5/6/10; C-14
15. Paving, Striping, and Signage Plan Sealed 5/6/10; C-15
16. Paving, Striping, and Signage Plan Sealed 5/6/10; C-16
17. Paving Details Sealed 5/6/10; C-17
18. Storm Drainage Area Map Sealed 5/6/10; C-18

Proposed Schedule Subject to Weather and Grading:

Initial Construction: August 2010 through September 2010

Subject to Weather & Permits:

Repairs Prior to Top Course Asphalt: August 2021 through May 2022

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #98R

Completion Water & Sewer

Clear Spring Drive (Private) Sta. 1+52 to 4+85+/-
Crest View Lane (Private) Sta. 0+00 to 3+10+/-
Ridge View Court (Private) Sta. 0+00 to 0+75+/-

SCHEDULE OF COSTS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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SANITARY SEWER PUNCH LIST:

SMH #12			Replace Broken Frame	
SMH #13			Replace Broken Frame	
SMH #15			Reset Frame	
SMH #16			Replace Broken Frame	
SMH #17			Reset Frame	
SMH #20			Locate and Repair Frame	

WATER PUNCH LIST:

Clear Spring Drive Sta. 16+26			Replace Fire Hydrant Lid	
Clear Spring Drive Sta. 17+27			Clean Out Gate Valve, Repair 2" Adjustment Ring	
Crest View Lane Sta. 100+03			Clean Out Gate Valve, Repair 2" Adjustment Ring	
Crest View Lane Sta. 102+14			Install 2" Adjustment Ring	
Crest View Lane Sta. 103+21			Locate and Repair Valve and Blow Off	
Ridge View Court Sta. 300+02			Replace Broken Gate Valve Box	
Ridge View Court Sta. 300+34			Locate and Repair Fire Hydrant Valve	
Ridge View Court Sta. 300+60			Locate and Repair Valve and Blow Off	

TOTAL WATER & SEWER PUNCH LIST BID FOR PWA #98 AND PWA #99: \$11,450.00

50% \$ 5,725.00
BOND AMOUNT \$17,175.00

APPROVED BY: *Russick Grayson*

DATE: 5/11/20

[Signature]
TOWN ENGINEER

06/07/2020 10:00 4100410000 001001 011111000. 110. 00000 1. 002/002

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-24-2020

Richfield Station II Joint ventures.
5305 Village Center Drive #320.
Columbia, D 21044
Attn: Michael Roepcke

Re: Richfield Station Punch List

Proposal

We propose to furnish all labor, equipment and material and perform all work and services as necessary for the repair of all punch list items as described in attached punch list.

Locate and adjust un-located utilities 5 @ 650.00	\$ 3,250.00
Adjust and or repair punch list items	<u>\$ 8,200.00</u>
Total Proposal	\$11,450.00

Price includes all Traffic Control as needed

Price includes all material as needed:

Stone

Asphalt

Frame & Covers

Valve Boxes

Adjustment Rings

Concrete as needed

Mortar as needed

Seed & Mulch

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 98
 Water & Sanitary Sewer Punch List

SANITARY SEWER

Clear Spring Drive SMH #12	Replace broken frame.
Clear Spring Drive SMH #13	Replace broken frame
Clear Spring Drive SMH #14	OK
Crest View Lane SMH #15	Frame is pushed off cone, Reset
Crest View Lane SMH #16	Replace Broken Frame
Crest View Lane SMH #17	Frame is pushed off cone, Reset
Ridge Court SMH #20	Cannot Locate

WATER VALVE BOX'S

Clear Spring Drive Station 16+26 Fire Hydrant Valve	Lid missing, full of dirt
Clear Spring Drive Station 17+27 8" Gate Valve	Needs Cleaned out to get key on 2" operating nut.
	Needs 2" adjustment ring.
Crest View Lane 100+03 8" Gate Valve	Needs Cleaned out to get key on 2" operating nut.
	Needs 1" adjustment ring.
	Needs 2" adjustment ring.
Crest View Lane 102+14 8" Gate Valve	Cannot locate.
Crest View Lane 103+21 Valve & Blow Off	Replace broken box.
Ridge Court 300+02 6" Gate Valve	Cannot locate
Ridge Court 300+34 Fire Hydrant Valve	Cannot locate
Ridge Court 300+60 Valve & Blow Off	Cannot locate

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 99
 Water & Sanitary Sewer Punch List

SANITARY SEWER

Clear Spring Drive	SMH #14A	OK
	SMH #14B	4" High, needs dirt and grading.
	SMH #23	OK
	SMH #23A	OK
	SMH #24	OK
	SMH #23B	OK
	SMH #23C	Frame pushed off cone, Reset

WATER VALVE BOX'S

Clear Spring Drive	Station 18+28 6" Gate Valve	Replace broken Box.
	Station 18+52 6" Gate Valve	OK
	Station 19+70 Valve & Blow Off	Cannot locate.
	Station 200+05 4" Gate Valve	Cannot locate.
	Station 201+19 Valve & Blow Off	Cannot Locate

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

PUBLIC WORKS AGREEMENT, #99R, is made this _____ day of _____, 202__ between CHESAPEAKE BEACH, MARYLAND (hereinafter, “the Town”), a Maryland municipal corporation and body politic, and RICHFIELD STATION II JOINT VENTURE, LLP(hereinafter, “Developer”), being the Owner of certain land in the Town proposed for subdivision known as Richfield Station – Block S (hereinafter, “the Subdivision”), as per plat thereof recorded among the plat records of Calvert County, Maryland, at Liber _____, Folio _____.

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; 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 failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the 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 said 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 in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phase 2 in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time 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, including but not limited to, profiles, cross-sections, and 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.

1. Improvements(s)

Recitals – The parties adopt the recitals as listed above as if they were restated herein.

The Improvement(s) to be built pursuant to this Public Works Agreement are shown on the subdivision plat or plans described above or as detailed in Exhibit 2 and are identified as:

<u>NAME OF FACILITY</u>	<u>LENGTH</u>	<u>STATION NOS.</u>	<u>LOCATION</u>
A. Public Water & Sewer	See Exhibit 1	See Exhibit 1	Block S, Phase 2 Portion of Clear Spring Dr.
B.			
C.			
D.			
E.			

2. Construction Bonding.

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 the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phase 2 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

The Developer shall post a bond of 150% of the approved entire construction costs of the project shown on the schedule of costs in Exhibit 2.

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 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 sixty (60) 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. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

The Developer further agrees that should adverse water conditions either above or below ground arise during construction of the Improvements, showing a subsurface water condition, the Developer shall install such drains as may be necessary in order to drain the entire area within the Improvements or any portion thereof, in order to insure proper drainage of the area, as may be required by the Engineer representing the Town of Chesapeake Beach. The installation of such drainage facilities shall become a part of the Improvements governed by this Public Works Agreement, the satisfaction of which shall be secured by the Performance Bond and Maintenance Bond required herein.

4. 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 written advance notice to the Town Public Works Administrator 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 Improvements including water and sewer mains and laterals. All laterals shall be readily apparent and shall be located as requested by the Town 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 after the request.

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements 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, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all subcontractors and materialmen who have performed work on the 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.

6. Warranty and Maintenance Bond.

The Developer shall warrant the Improvements for a period of one (1) year after final acceptance by the Town of said facilities against: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts or omissions attributable to the Developer, its agents, employees, contractors and subcontractors. If the Improvements are located such that construction traffic will traverse the Improvements to reach other areas of development for a period of one year, then the one year warranty and maintenance obligation shall be increased to the amount of time necessary to construct the remaining areas of development and allow a one year period thereafter. Upon the Town's written acceptance of the Improvements covered by this Public Works Agreement, the Developer shall post a Maintenance Bond in favor of the Town, in the form designated by the Town, in an amount equal

to ten percent (10%) of the construction cost as approved by the Engineer representing the Town of Chesapeake Beach and detailed in Exhibit 2. The Maintenance Bond shall be subject to forfeiture to the extent there are damages to: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts of omissions attributed to the Developer, its agents, employees, contractors and subcontractors. Upon the occurrence of any of the foregoing, and the failure of the Developer to remedy same within sixty (60) days after notice thereof has been given, the Maintenance Bond shall be forfeited to the extent of all costs to remedy such damages or defects as shall be determined solely by the Town, upon advice of the Engineer representing the Town of Chesapeake Beach, and the Developer and the Surety shall be jointly and severally liable for said damages and costs. Said Maintenance Bond shall be maintained in the requisite amount for a period equal to the warranty period described above. At the end of said period, the Town shall determine whether all work performed under the Improvements has been satisfactory and maintained, and release the Maintenance Bond, or in the alternative, determine the work and maintenance is unsatisfactory and give the Developer a punch list of items to be corrected before the work and maintenance is accepted and the Maintenance Bond is released.

7. Improvements and Amenities.

Developer is required to construct certain Improvements and Amenities in the subdivision by virtue of the approval of the creation of the subdivision by the Chesapeake Planning and Zoning Commission. The requirements are set forth in a letter granting the Developer, or its predecessor in title, preliminary subdivision approval. Said letter is dated Not Applicable and is incorporated herein by reference. The Developer agrees to construct the Improvements and Amenities required in the letter granting preliminary subdivision approval or as contained on the recorded plat of subdivision. The Improvements and Amenities to be constructed by the Developer shall include the following items as indicated:

- Storm Water Management - Calvert County Permit & Bond
- Interior Street Trees
- Recreational Facilities
- Focal Point Plantings
- Sidewalks
- Trails
- Other

8. Bonding for Improvements and Amenities. [Not Applicable]

The construction of the Improvements and Amenities referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

9. Damage to Other Public Facilities.

The Developer shall take care to protect other public facilities owned by the Town adjacent to or in association with the work to be completed under this Public Works Agreement. Prior to release of this Public Works Agreement and security the Town through its Engineer will inspect other adjacent and associated Public Facilities for damage as a result of the work completed herein. The Developer will be responsible for repair and/or replacement of any damaged facilities as a result of the work under this PWA as directed by the Town Engineer at the Town Engineer's sole discretion prior to final acceptance and release of this agreement and its associated security

10. Bonding for Plantings. [Not Applicable]

The construction of the plantings referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of the installation cost of the plant matter shall be approved by the Chesapeake Planning and Zoning Commission. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

11. 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.

12. Indemnification.

Until the time of completion of the 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 Improvements covered hereby obligation to indemnify and hold the Town harmless shall survive the termination, by expiration or otherwise, of the Public Works Agreement.

13. 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, and as mutually agreed by both parties that no extension has been granted, 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.

14. 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 this Public Works Agreement.

15. 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 actual costs of attorney's fees to the Town, 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.

16. Non-Assignment

This Public Works Agreement is not assignable by the Developer unless the Town shall first give consent to such assignment, which consent shall not be unreasonably withheld. 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.

17. 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 shall be constructed in accordance with the laws of the State of Maryland. The parties hereto intend to execute this document seal and hereby create a specialty.

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)
Print Name & Title Michael Roepcke AGENT
RICHFIELD STATION II JOINT VENTURES, LLP
Date: 7/15/2021

STATE OF Maryland, COUNTY OF AnneArundel to wit:

I HEREBY CERTIFY, that on this 15 day of July, 2021, before me, the subscriber, a Notary Public in and for the State and the County aforesaid, personally appeared MICHAEL ROEPCKE for Richfield Station II Joint Venture, LLP, a party to the within agreement and acknowledge the same to be his/her act and deed and/or to be the act of said body corporate.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

Susan E Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Justin Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #99R

Water & Sewer

Clear Spring Drive Sta. 4+85 to End

**Richfield Station Clear Spring Drive, Crest View Lane, and Ridge View Court, Block S,
prepared by B&R Design Group, Inc.:**

1. Cover Sheet Sealed 5/12/10; C-1
2. Development/Grading & Storm Drain Plan Sealed 3/1/12; C-2
3. Development/Grading & Storm Drain Plan Sealed 3/1/12; C-3
4. Storm Drain Profiles Sealed 3/12/12; C-4
5. Storm Drain Profiles Sealed 3/12/12; C-5
6. Storm Drain Details Sealed 5/12/10; C-6
7. Water and Sewer Plan Sealed 3/12/12; C-7
8. Water and Sewer Plan Sealed 4/20/12; C-8
9. Water & Sewer Profiles Sealed 3/12/12; C-9
10. Water & Sewer Profiles Sealed 4/20/12; C-10
11. Water & Sewer Structure Schedule Sealed 4/20/12; C-11
12. Water & Sewer Details Sealed 5/12/10; C-12
13. Water & Sewer Details Sealed 5/12/10; C-13
14. Water & Sewer Details Sealed 5/12/10; C-14
15. Paving, Striping, and Signage Plan Sealed 3/14/12; C-15
16. Paving, Striping, and Signage Plan Sealed 3/14/12; C-16
17. Paving Details Sealed 7/21/10; C-17
18. Storm Drainage Area Map Sealed 3/1/12; C-18

Proposed Schedule Subject to Weather and Grading:

Initial Construction: October 2012 through December 2012

Subject to Weather & Permits:

Repairs Prior to Top Course Asphalt: August 2021 through May 2022

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #99R

Completion Water & Sewer

Clear Spring Drive (Private) Sta. 4+85 to End

SCHEDULE OF COSTS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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SANITARY SEWER PUNCH LIST:

SMH #14B			4" High , Add Dirt & Grading	
SMH #23C			Reset Frame	

WATER PUNCH LIST:

Clear Spring Drive Sta. 18+28			Replace Broke 6" Gate Valve Box	
Clear Spring Drive Sta. 19+70			Locate & Repair, if necessary, Valve & Blow Off	
Clear Spring Drive Sta. 200+05			Locate & Repair, if necessary, 4" Gate Valve	
Clear Spring Drive Sta. 201+19			Locate & Repair, if necessary, Valve & Blow Off	

TOTAL WATER & SEWER PUNCH LIST BID FOR PWA #98 AND PWA #99: \$11,450.00

50% \$ 5,725.00
BOND AMOUNT \$17,175.00

APPROVED BY: *Massick*

DATE: 5/1/21

Bar
TOWN ENGINEER

**Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144**

7-24-2020

Richfield Station II Joint ventures.
5305 Village Center Drive #320.
Columbia, D 21044
Attn: Michael Roepcke

Re: Richfield Station Punch List

Proposal

We propose to furnish all labor, equipment and material and perform all work and services as necessary for the repair of all punch list items as described in attached punch list.

Locate and adjust un-located utilities 5 @ 650.00	\$ 3,250.00
Adjust and or repair punch list items	<u>\$ 8,200.00</u>
Total Proposal	\$11,450.00

Price includes all Traffic Control as needed

Price includes all material as needed:

- Stone
- Asphalt
- Frame & Covers
- Valve Boxes
- Adjustment Rings
- Concrete as needed
- Mortar as needed
- Seed & Mulch

**Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144**

7-14-2020

Richfield Station
PWA 98
Water & Sanitary Sewer Punch List

SANITARY SEWER

Clear Spring Drive SMH #12	Replace broken frame.
Clear Spring Drive SMH #13	Replace broken frame
Clear Spring Drive SMH #14	OK
Crest View Lane SMH #15	Frame is pushed off cone, Reset
Crest View Lane SMH #16	Replace Broken Frame
Crest View Lane SMH #17	Frame is pushed off cone, Reset
Ridge Court SMH #20	Cannot Locate

WATER VALVE BOX'S

Clear Spring Drive Station 16+26 Fire Hydrant Valve	Lid missing, full of dirt
Clear Spring Drive Station 17+27 8" Gate Valve	Needs Cleaned out to get key on 2" operating nut.
	Needs 2" adjustment ring.
Crest View Lane 100+03 8" Gate Valve	Needs Cleaned out to get key on 2" operating nut.
	Needs 1" adjustment ring.
Crest View Lane 102+14 8" Gate Valve	Needs 2" adjustment ring.
Crest View Lane 103+21 Valve & Blow Off	Cannot locate.
Ridge Court 300+02 6" Gate Valve	Replace broken box.
Ridge Court 300+34 Fire Hydrant Valve	Cannot locate
Ridge Court 300+60 Valve & Blow Off	Cannot locate

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 99
 Water & Sanitary Sewer Punch List

SANITARY SEWER

Clear Spring Drive	SMH #14A	OK
	SMH #14B	4" High, needs dirt and grading.
	SMH #23	OK
	SMH #23A	OK
	SMH #24	OK
	SMH #23B	OK
	SMH #23C	Frame pushed off cone, Reset

WATER VALVE BOX'S

Clear Spring Drive	Station 18+28 6" Gate Valve	Replace broken Box.
	Station 18+52 6" Gate Valve	OK
	Station 19+70 Valve & Blow Off	Cannot locate.
	Station 200+05 4" Gate Valve	Cannot locate.
	Station 201+19 Valve & Blow Off	Cannot Locate

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

PUBLIC WORKS AGREEMENT, #107R, is made this _____ day of _____, 202__ between CHESAPEAKE BEACH, MARYLAND (hereinafter, “the Town”), a Maryland municipal corporation and body politic, and RICHFIELD STATION II JOINT VENTURE, LLP (hereinafter, “Developer”), being the Owner of certain land in the Town proposed for subdivision known as Richfield Station – Block S (hereinafter, “the Subdivision”), as per plat thereof recorded among the plat records of Calvert County, Maryland, at Liber _____, Folio _____.

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; 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 failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the 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 said 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 in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phases 3A and 3B in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time 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, including but not limited to, profiles, cross-sections, and 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.

1. Improvements(s)

Recitals – The parties adopt the recitals as listed above as if they were restated herein.

The Improvement(s) to be built pursuant to this Public Works Agreement are shown on the subdivision plat or plans described above or as detailed in Exhibit 2 and are identified as:

<u>NAME OF FACILITY</u>	<u>LENGTH</u>	<u>STATION NOS.</u>	<u>LOCATION</u>
A. Public Water & Sewer			Block S, Phases 3A and 3B, Crest View Lane
B.			
C.			
D.			
E.			

2. Construction Bonding.

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 the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phases 3A and 3B as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

The Developer shall post a bond of 150% of the approved entire construction costs of the project shown on the schedule of costs in Exhibit 2.

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 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 sixty (60) 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. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

The Developer further agrees that should adverse water conditions either above or below ground arise during construction of the Improvements, showing a subsurface water condition, the Developer shall install such drains as may be necessary in order to drain the entire area within the Improvements or any portion thereof, in order to insure proper drainage of the area, as may be required by the Engineer representing the Town of Chesapeake Beach. The installation of such drainage facilities shall become a part of the Improvements governed by this Public Works Agreement, the satisfaction of which shall be secured by the Performance Bond and Maintenance Bond required herein.

4. 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 written advance notice to the Town Public Works Administrator 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 Improvements including water and sewer mains and laterals. All laterals shall be readily apparent and shall be located as requested by the Town 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 after the request.

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements 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, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title, and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the 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.

6. Warranty and Maintenance Bond.

The Developer shall warrant the Improvements for a period of one (1) year after final acceptance by the Town of said facilities against: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts or omissions attributable to the Developer, its agents, employees, contractors and subcontractors. If the Improvements are located such that construction traffic will traverse the Improvements to reach other areas of development for a period of one year, then the one year warranty and maintenance obligation shall be increased to the amount of time necessary to construct the remaining areas of development and allow a one year period thereafter. Upon the Town's written acceptance of the Improvements covered by this Public Works Agreement, the Developer shall post a Maintenance Bond in favor of the Town, in the form designated by the Town, in an amount equal

to ten percent (10%) of the construction cost as approved by the Engineer representing the Town of Chesapeake Beach and detailed in Exhibit 2. The Maintenance Bond shall be subject to forfeiture to the extent there are damages to: (1) defects in materials and workmanship, including latent defects, (2) damage to Improvements caused by construction equipment and vehicles, and/or (3) any other acts of omissions attributed to the Developer, its agents, employees, contractors and subcontractors. Upon the occurrence of any of the foregoing, and the failure of the Developer to remedy same within sixty (60) days after notice thereof has been given, the Maintenance Bond shall be forfeited to the extent of all costs to remedy such damages or defects as shall be determined solely by the Town, upon advice of the Engineer representing the Town of Chesapeake Beach, and the Developer and the Surety shall be jointly and severally liable for said damages and costs. Said Maintenance Bond shall be maintained in the requisite amount for a period equal to the warranty period described above. At the end of said period, the Town shall determine whether all work performed under the Improvements has been satisfactory and maintained, and release the Maintenance Bond, or in the alternative, determine the work and maintenance is unsatisfactory and give the Developer a punch list of items to be corrected before the work and maintenance is accepted and the Maintenance Bond is released.

7. Improvements and Amenities.

Developer is required to construct certain Improvements and Amenities in the subdivision by virtue of the approval of the creation of the subdivision by the Chesapeake Planning and Zoning Commission. The requirements are set forth in a letter granting the Developer, or its predecessor in title, preliminary subdivision approval. Said letter is dated Not Applicable and is incorporated herein by reference. The Developer agrees to construct the Improvements and Amenities required in the letter granting preliminary subdivision approval or as contained on the recorded plat of subdivision. The Improvements and Amenities to be constructed by the Developer shall include the following items as indicated:

- Storm Water Management - Calvert County Permit & Bond
- Interior Street Trees
- Recreational Facilities
- Focal Point Plantings
- Sidewalks
- Trails
- Other

8. Bonding for Improvements and Amenities. [Not Applicable]

The construction of the Improvements and amenities referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

9. Damage to Other Public Facilities.

The Developer shall take care to protect other public facilities owned by the Town adjacent to or in association with the work to be completed under this Public Works Agreement. Prior to release of this Public Works Agreement and security the Town through its Engineer will inspect other adjacent and associated Public Facilities for damage as a result of the work completed herein. The Developer will be responsible for repair and/or replacement of any damaged facilities as a result of the work under this PWA as directed by the Town Engineer at the Town Engineer's sole discretion prior to final acceptance and release of this agreement and its associated security

10. Bonding for Plantings. [Not Applicable]

The construction of the plantings referred to above shall be guaranteed by the Developer through the posting of a single surety separate from all other sureties required by this agreement. The surety shall be in the form of cash, letter(s) of credit, or bond(s) using a bond form approved by the Town. The amount of the installation cost of the plant matter shall be approved by the Chesapeake Planning and Zoning Commission. The amount of surety for each item to be completed shall be equal to one hundred fifty (150%) of the entire construction cost as approved by the Town Engineer. Each surety shall be released upon the completion, inspection, and approval by the appropriate agency requiring the Improvements.

11. 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.

12. Indemnification.

Until the time of completion of the 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 Improvements covered hereby obligation to indemnify and hold the Town harmless shall survive the termination, by expiration or otherwise, of the Public Works Agreement.

13. 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, and as mutually agreed by both parties that no extension has been, 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.

14. 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 this Public Works Agreement.

15. 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 actual costs of attorney's fees to the Town, 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.

16. Non-Assignment

This Public Works Agreement is not assignable by the Developer unless the Town shall first give consent to such assignment, which consent shall not be unreasonably withheld. 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.

17. 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 shall be constructed in accordance with the laws of the State of Maryland. The parties hereto intend to execute this document seal and hereby create a specialty.

WITNESS OR ATEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)
Print Name & Title Michael Roepcke AGENT
RICHFIELD STATION II JOINT VENTURE, LLP
Date: 7/15/2021

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY, that on this 15 day of July, 2021, before me, the subscriber, a Notary Public in and for the State and the County aforesaid, personally appeared MICHAEL ROEPCKE for Richfield Station II Joint Venture, LLP, a party to the within agreement and acknowledge the same to be his/her act and deed and/or to be the act of said body corporate.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

Susan E. Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

Lislie Spangl

TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates
Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____
(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #107R

Water & Sewer

Crest View Lane Sta. 3+10 to End (Pump Station)

Richfield Station Crest View Lane, Block S, prepared by B&R Design Group, Inc.:

1. Cover Sheet Sealed 5/12/10; C-1
2. Development/Grading & Storm Drain Plan Sealed 3/1/12; C-2
3. Development/Grading & Storm Drain Plan Sealed 3/1/12; C-3
4. Storm Drain Profiles Sealed 3/12/12; C-4
5. Storm Drain Profiles Sealed 3/12/12; C-5
6. Storm Drain Details Sealed 5/12/10; C-6
7. Water and Sewer Plan Sealed 3/12/12; C-7
8. Water and Sewer Plan Sealed 4/20/12; C-8
9. Water & Sewer Profiles Sealed 3/12/12; C-9
10. Water & Sewer Profiles Sealed 4/20/12; C-10
11. Water & Sewer Structure Schedule Sealed 4/20/12; C-11
12. Water & Sewer Details Sealed 5/12/10; C-12
13. Water & Sewer Details Sealed 5/12/10; C-13
14. Water & Sewer Details Sealed 5/12/10; C-14
15. Paving, Striping, and Signage Plan Sealed 3/14/12; C-15
16. Paving, Striping, and Signage Plan Sealed 3/14/12; C-16
17. Paving Details Sealed 7/21/10; C-17
18. Storm Drainage Area Map Sealed 3/1/12; C-18

Richfield Station Block S Whole House Pump Engineering Plans, 41 Townhouses, prepared by McCrone, Inc.:

1. Demo Plan Rev. 9/14/20; Sheet C-1
2. Site Plan Rev. 9/14/20; Sheet C-2
3. Force Main Profiles Rev. 9/14/20; Sheet C-3
4. Details Rev 9/14/20; Sheet C-4

Proposed Schedule Subject to Weather and Grading:

Initial Water Completed - June 2014

Initial Sewer to Pump Station Completed - June 2014

Subject to Weather & Permits:

Install Force Main & Pressure SHC: August 2021 through June 2022

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #107R

Water & Sewer

Crest View Lane (Private) Sta. 3+10 to Sta. 6+60 +/-

SCHEDULE OF COSTS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
SEWER CONVERSION TO WHP				
CREST VIEW LANE (Sta. 3+10 to Sta. 6+60 +/-)				
1.5" FM	44	LF	\$35.00	\$ 1,540.00
3" FM	291	LF	\$45.00	\$ 13,095.00
SHC Short Side	11	EA	\$1,000.00	\$ 11,000.00
SHC Long Side	14	EA	\$1,200.00	\$ 16,800.00
In Line Flushing	2	EA	\$6,500.00	\$ 13,000.00
Terminal Flushing	1	EA	\$6,000.00	\$ 6,000.00
Tie In to Existing MH	1	LS	\$5,000.00	\$ 5,000.00
				<u>\$ 66,435.00</u>
ABANDON EXISTING GRAVITY SEWER				
CREST VIEW LANE				
Remove Existing MH's	4	EA	\$3,000.00	\$ 12,000.00
Remove SHC	25	EA	\$500.00	\$ 12,500.00
Remove Existing FM	1	LS	\$2,000.00	\$ 2,000.00
Fill Ex. Gravity Line	359	LF	\$12.00	\$ 4,308.00
				<u>\$ 30,808.00</u>
			SUBTOTAL	\$ 97,243.00
			Mobilization - 10%	\$ 9,700.00
			TOTAL	<u>\$106,943.00</u>
WATER				
CREST VIEW LANE (Sta. 3+10 to 6+60 +/-)				
Flush Exist W/M, Pressure Test & Chlorinate		LS	\$25,000.00	\$ 25,000.00
			TOTAL WATER & SEWER	\$131,943.00
			50%	<u>\$ 65,971.50</u>
			BOND AMOUNT	\$197,914.50

APPROVED BY: *Mussick Group Inc*

DATE: 5/16/08

By: *[Signature]*, President
TOWN ENGINEER

Here's our cost estimate.

Rob

Robert M Sell, PE
Principal
Water/Wastewater Division Manager

McCrone

20 Ridgely Avenue, Suite 201

Annapolis, MD 21401

P 410.267.6947 ext. 1003

F 410.267.6326

rsell@mccrone-engineering.com

www.mccrone-engineering.com

<Cost Estimates for Collection Systems.pdf>

<Cost Estimates for Collection Systems Only 25 THs.pdf>

Richfield Station - Block 5
Collection System Cost Analysis

Description	Quantity	Units	Unit Cost	Item Cost
1.5' Force Main	44	LF	\$35	\$1,540
3' Force Main	291	LF	\$45	\$13,095
House Connection Short (same side as force main)	11	EA	\$1,000	\$11,000
House Connection Long (opposite side of force main)	14	EA	\$1,200	\$16,800
In-Line Flushing	2	EA	\$6,500	\$13,000
Terminal Flushing	1	EA	\$6,000	\$6,000
Remove Manholes	4	EA	\$3,000	\$12,000
Remove SHC	25	EA	\$500	\$12,500
Remove Existing FM	1	LS	\$500	\$2,000
Fill Existing Gravity Line	359	LF	\$12	\$4,308
Tie-in to Existing MH	1	LS	\$5,000	\$5,000
			Subtotal	\$97,243
			Mobilization (10%)	\$9,700
			CONSTRUCTION TOTAL	\$106,943



3715 Northside Parkway, Building 400, 8th Floor, Atlanta, GA 30327 / 800-241-1172

BOND RIDER

To be attached to and form a part of Subdivision Performance Bond

Bond No. B98800022107 Dated 08/05/10 of Richfield Station II Joint Venture, LLP, 5305 Village Center Drive, Suite 320, Columbia, MD 21044, as Principal, and American Southern Insurance Company, as Surety, in favor of Town of Chesapeake Beach 8200 Bayside Road, P.O. Box 400, Chesapeake Beach, MD 20732, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The Bond Amount is Decreased

From: \$44,535.00

To: \$17,175.00

The PWA Number has Changed

From: 98

To: 98R

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective: May 11, 2021

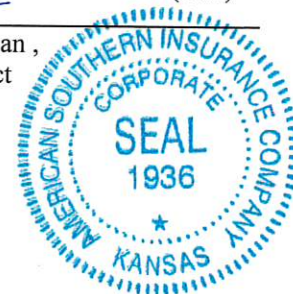
IN WITNESS WHEREOF, AMERICAN SOUTHERN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this: June 21, 2021

AMERICAN SOUTHERN INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read 'L. Callahan', is written over a horizontal line.

Leonard E. Callahan,
Attorney-in-Fact

(Seal)



B98800022107

AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

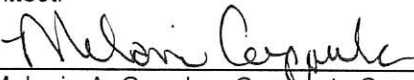
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.


In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Copploa, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

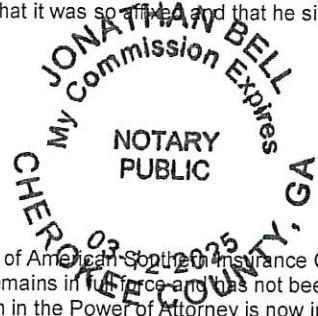


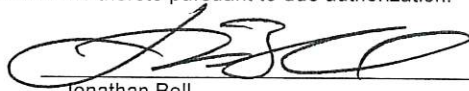
American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

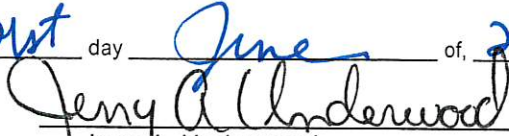
(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 21st day of June, 2021 of 2021.


Jerry A. Underwood
Vice President - Surety

Number: 93019



3715 Northside Parkway, Building 400, 8th Floor, Atlanta, GA 30327 / 800-241-1172

BOND RIDER

To be attached to and form a part of Subdivision Performance Bond

Bond No. B98800018314 Dated 09/05/07 of Richfield Station II Joint Venture, LLP, 5305 Village Center Drive, Suite 320, Columbia, MD 21044, as Principal, and American Southern Insurance Company, as Surety, in favor of Town of Chesapeake Beach 8200 Bayside Road, P.O. Box 400, Chesapeake Beach, MD 20732, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The Bond Amount is Increased

From: \$106,321.00

To: \$184,070.00

The PWA Number has Changed

From: 94

To: 94R

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective: May 6, 2021

IN WITNESS WHEREOF, **AMERICAN SOUTHERN INSURANCE COMPANY** has caused its corporate seal to be hereunto affixed this: June 21, 2021

AMERICAN SOUTHERN INSURANCE COMPANY

(Seal)

Leonard E. Callahan,
Attorney-in-Fact



B98800018314

AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

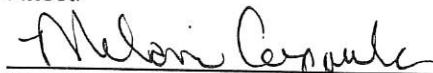
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

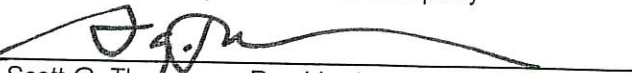
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Copploa, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

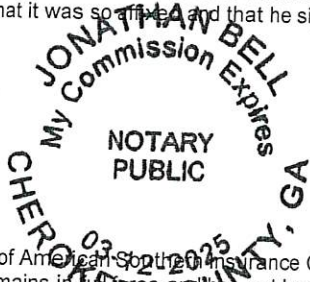


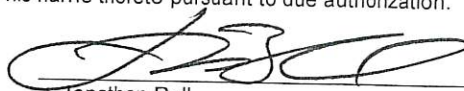
American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so true and that he signed his name thereto pursuant to due authorization.

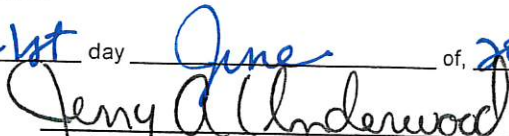
(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 21st day of June of 2021.


Jerry A. Underwood
Vice President – Surety

Number: 93018



American Southern Insurance Company
3715 Northside Pkwy., NW, STE4-800
Atlanta, Georgia 30327
800.241.1172

CONTINUATION CERTIFICATE

To be attached to Bond described below, executed by AMERICAN SOUTHERN INSURANCE COMPANY, as Surety,
Richfield Station II Joint Venture, LLP as Principal,

Town of Chesapeake Beach, MD, as Obligee, on Bond No. B98800018314

a subdivision bond paid up to renewal date
(type of bond)

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended:
from the 5th day of September, 2020, to the 5th day of September, 2021,
subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability
thereunder during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event
exceed the sum of \$ 184,070.00, U.S. Dollars.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused this Certificate to be duly signed and their
respective seals to be hereto affixed this 13th day of July, 2021

Richfield Station II Joint Venture, LLP
Principal

(SEAL) By Michael Roepke, Agent
(Officer's Signature)
RICHFIELD STATION II JOINT VENTURE, LLP

American Southern Insurance Company

(SEAL) By Leonard E. Callahan, Attorney-In-Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Copploa, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

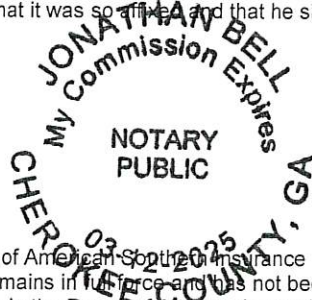


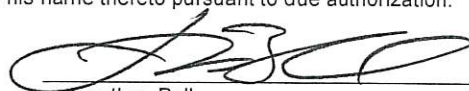
American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

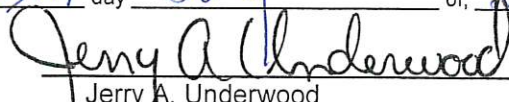
(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 13th day of July of, 2021.


Jerry A. Underwood
Vice President - Surety

Number: 93029

American Southern Insurance Company
3715 Northside Pkwy., NW, STE4-800
Atlanta, Georgia 30327
800.241.1172



CONTINUATION CERTIFICATE

To be attached to Bond described below, executed by **AMERICAN SOUTHERN INSURANCE COMPANY**, as Surety,
Richfield Station II Joint Venture, LLP as Principal,
Town of Chesapeake Beach, MD, as Obligee, on Bond No. B98800022107
a subdivision bond paid up to renewal date
(type of bond)

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended:
from the 5th day of August, 2020, to the 5th day of August, 2021,
subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability
thereunder during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event
exceed the sum of \$ 17,175.00, _____ U.S. Dollars.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused this Certificate to be duly signed and their
respective seals to be hereto affixed this 21st day of June, 2021

Richfield Station II Joint Venture, LLP
Principal

(SEAL)

By Mubal Lopez, Agent
(Officer's Signature)
RICHFIELD STATION II JOINT VENTURE, LLP

American Southern Insurance Company

(SEAL)

By [Signature]
Leonard E. Callahan, Attorney-In-Fact



B98800022107

AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

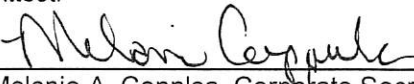
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

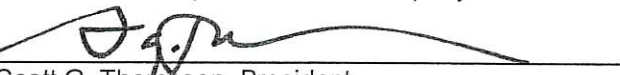
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Copploa, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON



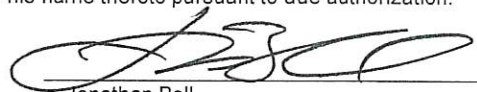
American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 26th day of June of 2021.


Jerry A. Underwood
Vice President - Surety

Number: 93020

B98800022435



3715 Northside Parkway, Building 400, 8th Floor, Atlanta, GA 30327 / 800-241-1172

BOND RIDER

To be attached to and form a part of Subdivision Performance Bond

Bond No. B98800022435 Dated 10/09/12 of Richfield Station II Joint Venture, LLP, 5305 Village Center Drive, Suite 320, Columbia, MD 21044, as Principal, and American Southern Insurance Company, as Surety, in favor of Town of Chesapeake Beach 8200 Bayside Road, P.O. Box 400, Chesapeake Beach, MD 20732, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The Bond Amount is Decreased
From: \$32,031.25
To: \$17,175.00

The PWA Number has Changed
From: 99
To: 99R

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.
This Bond Rider shall become effective: May 11, 2021

IN WITNESS WHEREOF, AMERICAN SOUTHERN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this: June 21, 2021

AMERICAN SOUTHERN INSURANCE COMPANY

Leonard E. Callahan
Attorney-in-Fact





American Southern Insurance Company
3715 Northside Pkwy., NW, STE4-800
Atlanta, Georgia 30327
800.241.1172

CONTINUATION CERTIFICATE

To be attached to Bond described below, executed by AMERICAN SOUTHERN INSURANCE COMPANY, as Surety,
Richfield Station II Joint Venture, LLP as Principal,

Town of Chesapeake Beach, MD, as Obligee, on Bond No. B98800022435

a subdivision bond paid up to renewal date
(type of bond)

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended:
from the 9th day of October, 2020, to the 9th day of October, 2021,
subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability
thereunder during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event
exceed the sum of \$ 17,175.00, U.S. Dollars.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused this Certificate to be duly signed and their
respective seals to be hereto affixed this 21st day of June, 2021

Richfield Station II Joint Venture, LLP
Principal

(SEAL)

By Michael Rozpich, Agent
(Officer's Signature)
RICHFIELD STATION II JOINT VENTURE, LLP

American Southern Insurance Company

(SEAL)

By Leonard E. Callahan, Attorney-In-Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:

Melanie Coppola

Melanie A. Coppola, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON



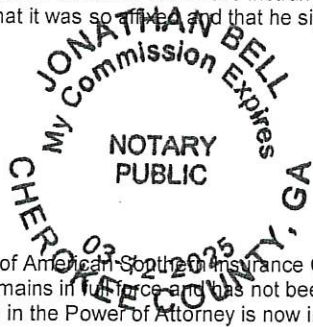
American Southern Insurance Company

Scott G. Thompson

Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

(STATE OF GEORGIA NOTARY SEAL)



Jonathan Bell

Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 21st day of June, of 2017.

Jerry A. Underwood

Jerry A. Underwood
Vice President - Surety

Number: 93017



3715 Northside Parkway, Building 400, 8th Floor, Atlanta, GA 30327 / 800-241-1172

BOND RIDER

To be attached to and form a part of Subdivision Performance Bond

Bond No. B98800022542 Dated 02/19/14 of Richfield Station II Joint Venture, LLP, 5305 Village Center Drive, Suite 320, Columbia, MD 21044, as Principal, and **American Southern Insurance Company**, as Surety, in favor of Town of Chesapeake Beach 8200 Bayside Road, P.O. Box 400, Chesapeake Beach, MD 20732, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The Bond Amount is Increased

From: \$194,670.00

To: \$197,914.00

The PWA Number has Changed

From: 107

To: 107R

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective: May 11, 2021

IN WITNESS WHEREOF, **AMERICAN SOUTHERN INSURANCE COMPANY** has caused its corporate seal to be hereunto affixed this: June 21, 2021

AMERICAN SOUTHERN INSURANCE COMPANY

(Seal)

Leonard E. Callahan,
Attorney-in-Fact



B98800022542

AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

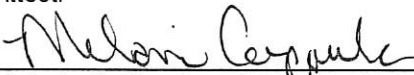
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.


In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Copploa, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

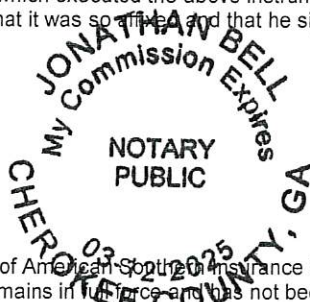



American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 21st day of June of 2021.


Jerry A. Underwood
Vice President - Surety

Number: 93014

B 98800022542

AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Office: 3715 Northside Pkwy
STE4-800
Atlanta, Georgia 30327

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Leonard E. Callahan of Timonium, Maryland, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall not exceed an amount in the sum of \$1,000,000 (One Million U.S Dollars).

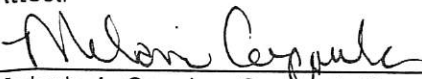
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.


In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


Melonie A. Coppola, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

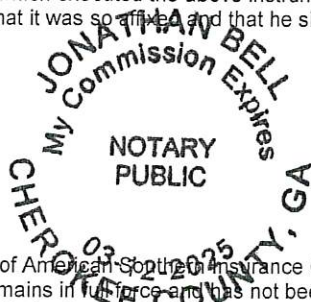


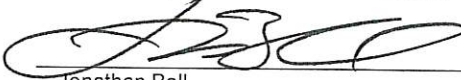
American Southern Insurance Company


Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


(STATE OF GEORGIA NOTARY SEAL)




Jonathan Bell
Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, State of Georgia, dated the 21st day of June of 2021.


Jerry A. Underwood
Vice President - Surety

Number: 93015



To: The Honorable Mayor and Town Council
Subject: Rod N Reel Public Works Agreement Admendment
Date: September 3, 2021

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The Town executed a Public Works Agreement with Rod N Reel in June of 2018 (shown as Exhibit "B").

II. PUBLIC WORKS AGREEMENTS BEING REVIEWED:

First Amendment to Public Works Agreement #1 (shown as Exhibit "A")

Limits of Maintenance Plant (shown as Exhibit "C") to be incorporated into the amended agreement.

Storm filter maintenance and access agreement (shown as Exhibit "D")

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 17th 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 17th day of May, 2018.

By: [Signature]
TOWN ATTORNEY

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 ____ day of June, 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 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 _____ day of _____, 2021.

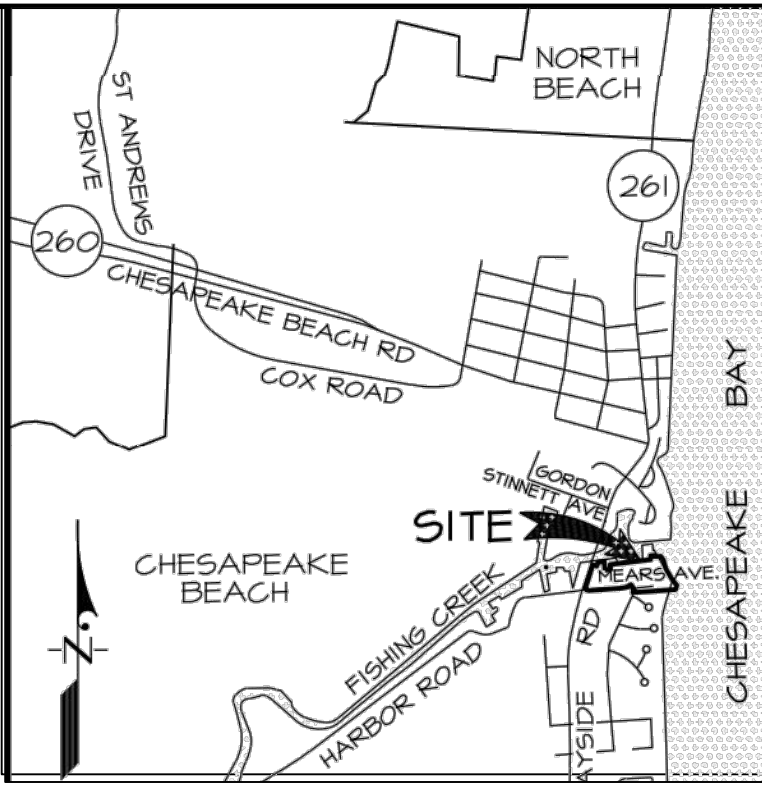
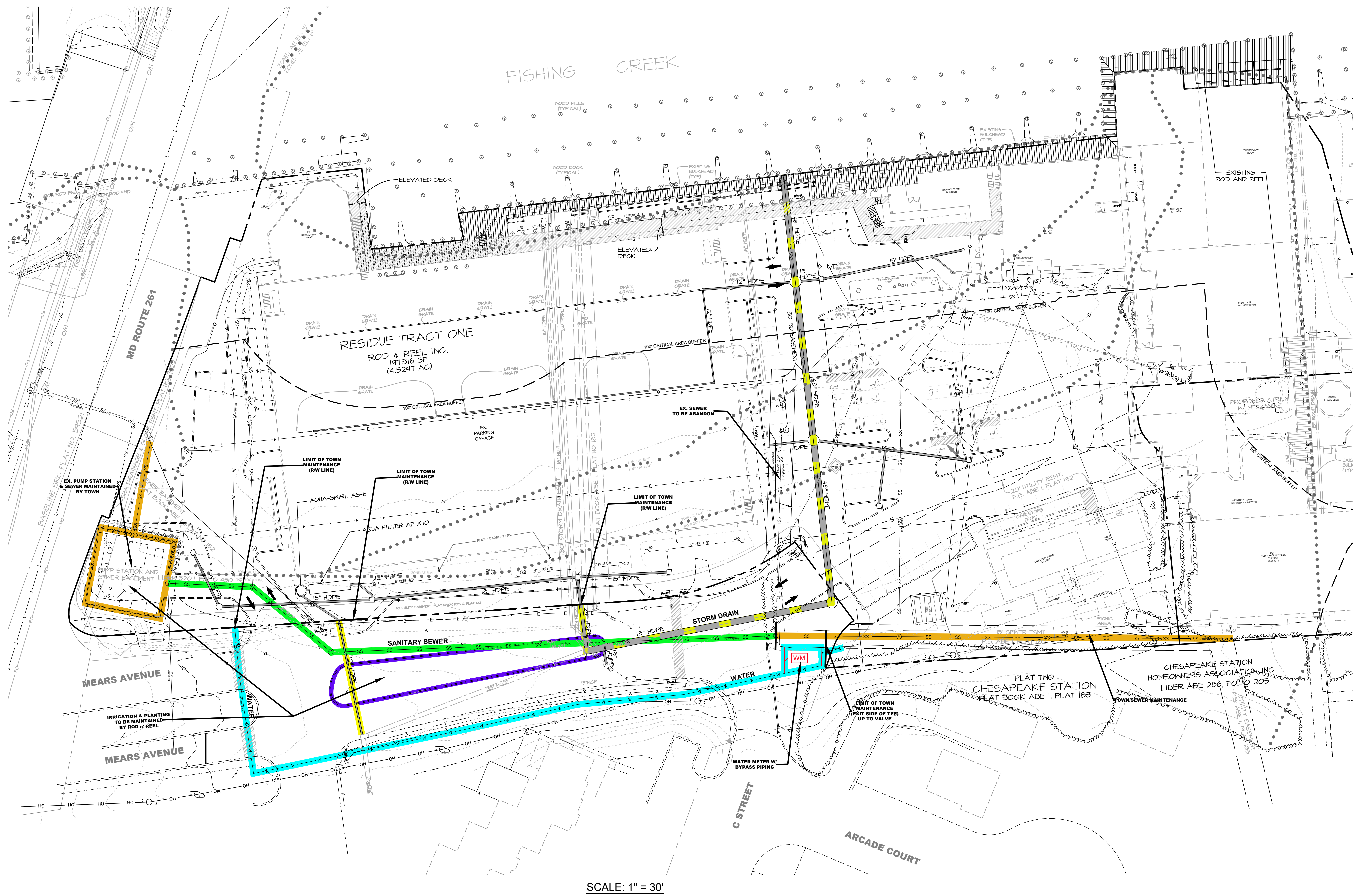
By: _____
TOWN ADMINISTRATOR

Approval of Chesapeake Beach Planning And Zoning Commission this ____ day of _____, 2021.

By: _____
CHAIRMAN, PLANNING &
ZONING COMMISSION

Approved as to form and legal sufficiency this ____ day of _____, 2021.

By: _____
TOWN ATTORNEY



ADC PERMITTED USE NUMBER 21003176
VICINITY MAP
 SCALE: 1"=2000'

LEGEND

- - EX. SANITARY SEWER FACILITIES TO BE MAINTAINED BY T.O.C.B
- - IRRIGATION & PLANTING TO BE MAINTAINED BY R.N.R
- - EX. STORM DRAIN TO BE MAINTAINED BY T.O.C.B
- - EX. WATER TO BE MAINTAINED BY T.O.C.B
- - EX. SEWER TO BE MAINTAINED BY T.O.C.B

BUILDING
 2 FT. CONTOUR
 10 FT. CONTOUR
 CURB
 PROPERTY LINE
 ADJACENT PROPERTY LINE
 EDGE OF PAVEMENT
 SS SANITARY SEWER LINE
 E ELECTRIC LINE
 WOODS ZONING

R.N.R. - ROD N REEL THEIR SUCCESSORS & ASSIGNS
T.O.C.B. - TOWN OF CHESAPEAKE BEACH

SCALE: 1" = 30'

March 2021 FILE: C:\The Town of Chesapeake Beach\Baseline Plan\Limit of Maintenance Plan - Copy.dwg

REVISION DESCRIPTION	BY	DATE

MESSICK & ASSOCIATES*
 CONSULTING ENGINEERS,
 PLANNERS AND SURVEYORS
 7 OLD SOLOMONS ISLAND ROAD, SUITE 202
 ANNAPOLIS, MARYLAND 21401
 (410) 266-3212 * FAX (410) 266-3502
 email: engr@messickandassociates.com

* MESSICK GROUP INC. T/A MESSICK AND ASSOCIATES

OWNER/DEVELOPER:
 ROD & REEL INC.
 P.O. BOX 99
 CHESAPEAKE BEACH, MD 20732
 301-555-8351

LIMIT OF MAINTENANCE PLAN
THE ROD & REEL INC. PROPERTIES
TOWN OF CHESAPEAKE BEACH

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



To: The Honorable Mayor and Town Council
Re: Water Reclamation Treatment Plant filter covers

From: Holly Wahl, Town Administrator

Date: September 10, 2021

BACKGROUND:

This project is a budgeted capital improvement at the Chesapeake Beach Water Reclamation Treatment Plant. The project involves adding Covers over the open areas to the De-nitrification Filters with an aluminum panel system, Filter Clear Well, and the Filter Mud Well. The Clarifier Effluent Troughs will be covered with Lauder covers. The addition of the covers will alleviate operational issues related to excessive algae growth causing increases in operations, maintenance, and costs to maintain the Enhanced Nutrient Removal (ENR) process (ENR). Plant staff have completed the addition of covers to all small and exposed chambers containing plant Effluent with the same design and this improvement has reduced the algae growth by 90%. **The proposed project is essential to meet the ENR performance standards.**

BIDDING:

The Town released a Request for Proposal (RFP) for the Water Reclamation Treatment Plant to provide covers for the filters in March of 2021. The RFP was posted on eMaryland Marketplace Advantage **BID # BPM023307** and sent to (19) nineteen potential bidders. The RFP was posted on the Town website, in print media and in the Town Administrators Town Council reporting. A mandatory pre-bid meeting was held on April 6, 2021 and proposals were received on April 20, 2021.

BID RESULTS: (1) One bid was received from Herbert, Rowland, Grubic Inc. The results were reviewed by the Town Council during the May 2021 Work Session. The bid results are available on PG 2, below.

<i>Contractor:</i>		<i>Herbert, Rowland, Grubic Inc.</i>	<i>York, PA</i>
Item 1:	Schematic Design		\$38,310
Item 2:	Construction Documents		\$20,180.00
Item 3:	Solar powered system Add Alternate		\$19,720.00
Item 4:	Bidding		\$5,675.00
Item 5:	Construction Phase Services		\$20,355.00
Item 6:	Project Administration		\$2,000.00
Lump Sum			\$86,520.00
<i>Solar Add Alternate</i>			<i>\$106,240.00</i>

REVISED PROPOSAL AND WORK PLAN:

The Town Council reviewed the proposal from Herbert, Rowland, Grubic Inc. during the May 2021 work session. The Town Council agreed with the Town Staff recommendation to look at alternative ways to complete the project.

FOR TOWN COUNCIL REVIEW:

Exhibit "A" is the proposal for review. It is recommended that Town Council award a contract to McCrone in the amount of \$45,860.00 from the FY22 Water Reclamation Treatment Plant budget.

FISCAL IMPACT:

This is a FY 21 WRTP budgeted expense under the capital improvement plan.

MCCRONE

ENGINEERS ■ SURVEYORS ■ PLANNERS

July 15, 2021

To: Messick Group Inc. T/A Messick & Associates
7 Old Solomons Island Rd Ste 202
Annapolis, MD 21401

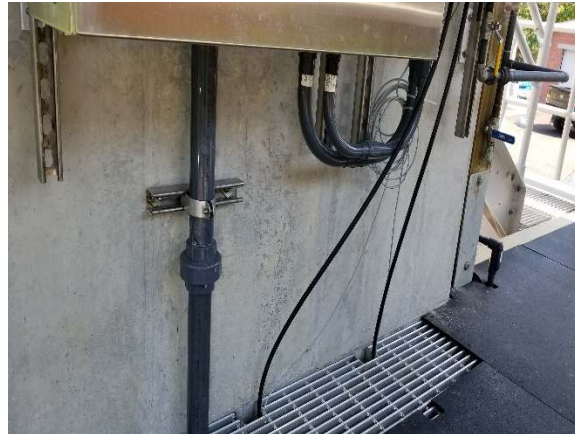
ATTN: Wayne Newton, P.E, President

RE: CHESAPEAKE BEACH CLARIFIER COVER DESIGN PROPOSAL

Dear Wayne:

Per your request, we have put together this estimate of the work necessary to provide design and construction services for the installation of covers for the existing clarifiers, denitrification filters, clear well and mud well at the existing Chesapeake Beach Wastewater Treatment Plant to help prevent algae growth, which increases the operations and maintenance labor and expenses to maintain adequate operation of the treatment process.

The clarifiers will be covered with a manufactured aluminum panel system and we are proposing to put removeable grating and rubber matting over the denitrification filters, clear well and mud well. We recently completed a job for the Town of Galena where we covered their denitrification filters this way. Two pictures below show the support for the grating and part of the final product.



We spoke with John Gesswein at MDE and he confirmed that this would be a maintenance project, which does not change the treatment process, so we will not need to get an MDE Construction Permit. For this proposal we are assuming that any local permits, will be obtained by Messick & Associates.

20 Ridgely Avenue • Suite 201 • Annapolis, MD • 21401
410.267.6947 • 410.267.8621 • annapolis@mccrone-engineering.com
www.mccrone-engineering.com

Our design will include preparing drawings showing all details for the construction of the clarifier covers and the grating and matting over the other structures. For the clarifiers, we will work closely with the cover manufacturer and incorporate their construction details into our drawings. For the other structures, Columbia Engineering will assist us with the structural design of the support system needed for the gratings and we will prepare all the necessary drawings and details for this work, including details for any modifications that may be needed to be made to the existing structure.

The first thing we will do is visit the site, with Columbia Engineering to get a better understanding of the existing conditions and take measurements as needed. At this site meeting, we would like to get copies of the as-built drawings for the existing clarifiers, denitrification filters, clear well and mud well, including structural as-builts showing reinforcement in the structures.

In addition to the drawings, since this project will get competitively bid by Contractors, we will prepare a set of Construction Specifications along with the drawings. If the Town has their own front end specifications (Divisions 0 and 1) we will incorporate them into our technical specifications (Divisions 2 – 16). We would ask the Town to provide any specific bidding instructions to us for inclusion in the specifications. If there are any State or Federal funds being used for this project, there may be more specific requirement that would need to be included, these efforts are not included in this proposal.

PROJECT COST

The estimated cost of the work is as follows:

Design

Initial Site Visit

Project Manager	4 hours @ \$	170/hour =	\$	680.00
Project Engineer	4 hours @ \$	130/hour =	\$	520.00
Columbia Engineering			\$	<u>600.00</u>
			\$	1,800.00

Prepare Site Plans and Detail Sheet

Project Manager	16 hours @ \$	170/hour =	\$	2,720.00
Project Engineer	60 hours @ \$	130/hour =	\$	7,800.00
Columbia Engineering			\$	<u>5,560.00</u>
			\$	16,080.00

Prepare Specifications

Project Manager	4 hours @ \$	170/hour =	\$	680.00
Project Engineer	32 hours @ \$	130/hour =	\$	<u>4,160.00</u>
			\$	4,840.00

Review Meeting and Address Town Comments and Resubmit

Project Manager	6 hours @ \$	170/hour =	\$	1,020.00
Project Engineer	16 hours @ \$	130/hour =	\$	<u>2,080.00</u>
			\$	3,100.00

The total estimated cost for the design of the system is as follows:

Initial Site Visit.....	\$1,800.00
Prepare Site Plans and Detail Sheet.....	\$16,080.00
Prepare Specifications.....	\$4,840.00
Address Town Comments/Resubmit.....	\$3,100.00
Total Project Cost	\$25,820.00

Services During Construction

Based on our design, McCrone and our subconsultant, Hartwell Engineering, will complete the following work:

- Attend pre-construction meeting and three progress meetings.
- Provide technical for preparation of Requests for Information (RFIs), Field Orders (FOs) and Request for Proposals (RFP).
- Be available to answer questions from Messick & Associates, the Town of Chesapeake Beach and the Contractor during the course of the construction.
- Review shop drawings (16 total, including original submittals and re-submittals).
- Be available for final inspection/acceptance.

Assumptions And Exceptions

The Construction Services portion of this proposal is based on the following assumptions:

- Messick & Associates will be responsible for preparing the agenda and minutes for the pre-construction and progress meetings and chairing the meetings. McCrone will attend the meetings to provide technical support.
- All Requests for Information (RFIs), Field Orders (FOs) and Request for Proposal (RFP) will be prepared by Messick & Associates. McCrone will provide technical support needed to prepare these documents.
- Messick & Associates will receive all shop drawings and provide copy to McCrone for technical review. McCrone will review, provide comments, if any, and send back to Messick & Associates for additional comment and/or distribution.

PROJECT COST

Construction Services

Pre-Construction/Progress Meetings (4 Meetings)

Project Manager	4 hours @	\$170/hr =	\$ 680.00
Project Engineer	16 hours @	\$130/hr =	<u>\$ 2,080.00</u>
			\$ 2,760.00

RFI, FO and RFP Review

Project Manager	8 hours @	\$170/hr =	\$ 1,360.00
Project Engineer	20 hours @	\$130/hr =	<u>\$ 2,600.00</u>
			\$ 3,960.00

Consultation during Construction

Project Manager	4 hours @	\$170/hr =	\$ 680.00
Project Engineer	32 hours @	\$130/hr =	<u>\$ 4,160.00</u>
			\$ 4,840.00

Shop Drawing Review

Project Manager	8 hours @	\$170/hr =	\$ 1,360.00
Project Engineer	34 hours @	\$130/hr =	\$ 4,420.00
Clerical	4 hours @	\$ 75/hr =	<u>\$ 300.00</u>
			\$ 6,080.00

This price is based on receiving 16 shop drawings, and the Project Engineer spending 2 hours for reviewing the shop drawing. Based on experience with similar jobs, we are also assuming that 4 of these submittals are going to be resubmitted and we will spend 0.5 hours doing the same for each of these resubmittals.

Final Inspection/Acceptance

Project Manager	8 hours @	\$170/hr =	\$ 1,360.00
Project Engineer	8 hours @	\$130/hr =	<u>\$ 1,040.00</u>
			\$ 2,400.00

During the project, it may be necessary for McCrone to visit the site to resolve issues that come up that may need immediate attention, such as changes in site conditions. It is impossible to predict how often, if ever, this will happen, so this is not included in this proposal and such visits will be billed as a separate line item using the hourly rates listed above. If the visit is due to something that was missing or wrong on the drawings, you will not be billed for the visit.

The total estimated cost for the construction services is as follows:

Pre-Construction/Progress Meetings (4 Meetings)	\$2,760.00
RFI, FO and RFP Review	\$3,960.00
Consultation during Construction	\$4,840.00
Shop Drawing Review	\$6,080.00
<u>Final Inspection/Acceptance</u>	<u>\$2,400.50</u>
Project Cost Total	\$20,040.00

Thank you for your consideration and if you have any questions, please do not hesitate to call me at 410-267-8621, extension 1003.

Very truly yours,

McCRONE



Robert M. Sell, P.E.
Principal



To: The Honorable Mayor and Town Council
Subject: Public Works Vehicle Purchase

From: Holly Wahl, Town Administrator

Date: September 10, 2021

I. BACKGROUND:

There is currently \$45,000.00 in the FY22 budget to replace the 2011 F-350 Public Works pickup truck. A replacement will be similar with the capability to snowplow, spread salt, pull small equipment to and from water main repairs, and all other day to day duties for Public Works.

Due to the current shortage of new truck inventory, a purchase has to be made within 24 hours of the vehicle quote; therefore, Town staff is requesting the authorization to obtain quotes from three different vendors and to select the most economically beneficial vehicle no not to exceed the \$45,000 budgeted amount. This will allow Town staff to have a check ready to purchase the vehicle immediately.

II. RECOMMENDATION:

It is recommended that Town Council consider authorizing the Town Administrator to purchase a truck for the Public Works capable of the required functions listed above in an amount not to exceed \$45,000. The Town Administrator will report back to Town Council on the specifics of the purchase.



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Intergovernmental Agreement to address the Highlands Sewer Connection

Date: September 10, 2021

I. BACKGROUND:

The Town of Chesapeake Beach and County Commissioners of Calvert County entered into a Interjurisdictional Agreement, dated May 29, 1990, regarding the ownership and management of the Chesapeake Beach Water Reclamation Plant (CBWRTP), which provides that Chesapeake Beach holds title to the Plant in trust for the benefit of each of the Parties and that Chesapeake Beach is the Operator of the Plant and that the Plant shall be available to the Parties in perpetuity.

Per the Interjurisdictional Agreement, the County has access to 302,325 gallons a day of influent capacity. Over the last (12) twelve months Calvert County Government has averaged 160,000 gallons a day of influent at the CBWRTP.

The Highlands is a residential subdivision bisected by the municipal boundary of the Town of Chesapeake Beach, with 40 lots located in the Town and 193 located within the County, as in Exhibit "A".

II. SPECIAL TAX DISTRICT REQUEST:

The Board of Directors of the Highlands Homeowners Association petitioned the Board of County Commissioners to establish a Special Tax District for the Highlands Community for the purposes of providing public sewer connection in the Highlands community located in Chesapeake Beach, MD.

The County and Town reviewed the location requiring connection to public services and decided the most feasible option was to combine both County and Town residents into one project under the County run Special Tax District, for the following reasons:

1. Combining the project will result in a consistent timeline for services for residents;
2. The County currently services the Town residents in the Highlands with water, which is the mechanism to bill for sewer services.

III. PROJECT DETAILS PER THE FINALIZED MOU:

The Town Council reviewed a draft MOU in the July work session. The comments received from Town Council were incorporated into a revised MOU, which the County has approved for execution by the Mayor.

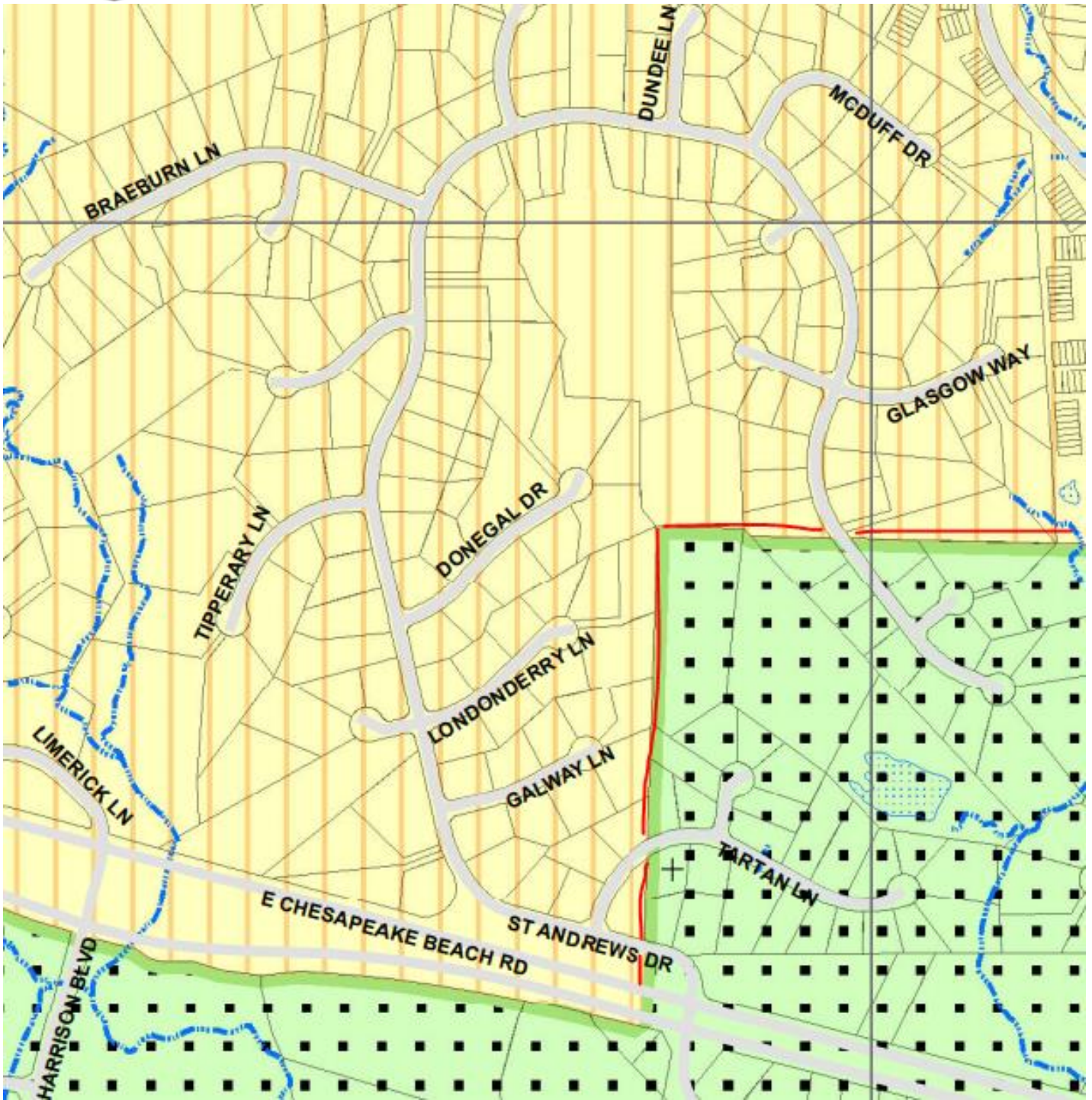


Important points of the MOU between the County and Town are:

1. The Town will purchase the County connections for the use of the Town residents at the County's current sewer rate. This cost is \$5,400 for each of the 40 lots.
2. The Town residents will pay the Town back for the capital connection fee at the same rate the Town paid to the County.
3. The Town residents will pay the Town for ongoing sewer services at the Town sewer services rate.
4. The County will share water usage information for the Town residents with the Town so that residents receive accurate sewage bills.
5. The County will bill the residents of the Highlands through a special tax district for all other costs incurred in the project to include; 100% of the Engineering costs, 100% of the construction costs, a County Admin fee. Residents within the County will have their connection fee included in the special tax district, residents of the Town will pay the Town for their connection fee (under similar payment arrangements that the Town will set up). The Special Tax district fees paid to the County will be finalized by the County's special tax district hearing process and will be communicated directly with the residents of the Highlands.
6. The County will install a separate line running to the County and Town of North Beach joint line that is conveyed to the Chesapeake Beach Water Reclamation Treatment Plant (WRTP).
7. The Town will maintain the line running to the Town residents only, the County will maintain the line running to County residents.
8. The expected flow to bring the Highlands online is estimated to be 44,270 gallons a day of extra capacity to the WRTP for all residences. The Town would account for 7,600 gallons a day of that additional flow.

IV. RECOMMENDATION:

It is recommended that Town Council consider executing a MOU with the County to establish sewer connection for the Town residents of the Highlands.



Note: the municipal boundary is in green and the County is in yellow.

Inter-Governmental Agreement for the Provision of Sewer Service

WHEREAS, the Town of Chesapeake Beach (Town) and County Commissioners of Calvert County, Maryland (County), both bodies corporate and politic, (the "Parties") have previously entered into agreements regarding the ownership and management of the Chesapeake Beach Water Reclamation Plant (formerly the Chesapeake Beach Water Reclamation Treatment Plant) (the "Plant"), including:

1. The First Amended and Restated Interjurisdictional Agreement by and among Chesapeake Beach, County Commissioners of Calvert County, and the Town of North Beach, dated May 29, 1990;
2. The Interjurisdictional Agreement by and among Chesapeake Beach, County Commissioners of Calvert County, the Town of North Beach and Anne Arundel County, Maryland, dated August 15, 1996; and
3. Operating Agreement for Operation and Maintenance of the Chesapeake Beach Wastewater Treatment Plant, dated May 29, 1990, (collectively, the "Agreements")

WHEREAS, the Agreements provide that Chesapeake Beach holds title to the Plant in trust for the benefit of itself and each of the Parties and that Chesapeake Beach is the Operator of the Plant and that the Plant shall be available to the Parties in perpetuity;

WHEREAS, the Highlands is a private, residential subdivision bisected by the municipal boundary of the Town of Chesapeake Beach, with 40 lots located in the Town and 193 lots located within the County;

WHEREAS, several developed lots within the Highlands are the subject of investigation for failing septic wastewater disposal systems;

WHEREAS, the Board of Directors of the Highlands Homeowner's Association, Inc. (the "Highlands") have petitioned the Board of County Commissioners of Calvert County pursuant to Title 4 of the Public Local Laws of Calvert County, being Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 4 to conduct a public hearing to consider establishing a Special Tax District ("STD") for the Highlands to: (1) assess a levy to perform the engineering to design a public sewer system; and, upon completion, (2) conduct a second public hearing to assess and levy a special tax to cover the cost providing public sewer connection to each residential lot within the Highlands ("Petition");

WHEREAS, the Town desires to grant the County the right to extend sewer services through the Town's municipal boundary and to the real properties within the Highlands that are also located within the Town's municipal boundary, if the Board of County Commissioners grant the foregoing Petition; and

WHEREAS, the Town and the County wish to memorialize their agreement on terms and provisions under which the County may extend sewer service to those lots within the Highlands that are also located within the Town's municipal boundary.

NOW, THEREFORE, in consideration of the mutual entry of this Inter-Governmental Agreement ("IGA") and the performance of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows, contingent upon approval of the formation of a Special Tax District, and levy of a tax for design an construction:

1. The County, if it approves and grants the Petition in full, will extend sewer service to the real properties within the Highlands that are located within the Town's municipal boundary.
2. The Town grants the County the right, privilege and authority to construct all necessary facilities for a sanitary sewer system in, under, on, across, over, through, along or below the public rights-of-way located in the Highlands within the Town. Public "rights-of-way" means all public streets, roads, alleys, highways, and easements of the Town has now or hereafter laid out, platted, dedicated or improved.
3. To execute the construction phase of sewer services to the 40 lots of the Highlands subdivision within the Town's current municipal boundary, 40 of the County's EDUs will be assigned and the Town will be charged, and shall reimburse the County at the rate for EDUs then in effect.
4. The Town may seek reimbursement from its residents for the EDUs purchased from the County, above, in an amount not greater than the amount paid by the Town to the County.
5. The Town will have the opportunity to review and comment on plans within its jurisdiction for the consideration of the County.
6. Upon connection, the Town will assume long term billing and maintenance of the Highlands lots within its current municipal boundary. To aid in that, the County will share water consumption data for these 40 with the Town. The Town will deduct that volume from the joint line meter to support accurate potable water billing for the County.
7. Whenever the Town vacates a public right-of-way in which County facilities are located, the Town shall reserve to the County an easement for access to its facility for operation, maintenance, repair, and replacement, which said width thereof shall be in accordance with County standards as subject to and limited by the boundaries of the right-of-way being vacated.
8. Town shall pay the county the sum of Five Thousand Four Hundred (\$5,400.00) Dollars for each of the 40 lots and thereafter, the Town shall charge each of the lots the Town ongoing sewer services rate to residents in the Highlands. Homeowners within the Town's municipal boundary shall pay the Town the capital connection fee quarterly on their sewer bill the maximum amount of the capital connection fee pursuant to this agreement.
9. The parties agree that, if the Petition is approved and sewer infrastructure installed within the Highlands, the County shall install, construct, maintain, provide, and collect County fees for the provision of public sewer services within the Highlands outside the Town's current municipal boundary, and the Town shall not interfere with the provision of such services, including, without limitation, construction, repair, maintenance, or inspection of infrastructure. Town residents shall not be charged their connection fee in the special tax district set up by the County. Town residents should pay all other fees related to the project to the County without limitation from the Town.
10. The County shall provide the Town copies of any pre-construction and as-built drawings prepared of the infrastructure the County, or its agents, install within the Highlands for the extension of the public sewer system.
11. The Town will provide approval of the location the County will connect to existing public sewer infrastructure and will facilitate and take all necessary steps to affirm this connection, which approval and facilitation shall not be unduly conditioned or delayed.
12. The parties agree that sewer material shall flow into a manhole and not the sewer main without the explicit, written approval of the Town.

13. County shall not construct or install pipes within the Town limits other than on the construction plans and per this agreement, however, the Parties may revise this provision based upon engineering requirements, agreed upon in writing between the parties.
14. The parties agree to engage in mutual cooperation in the collection of outstanding amounts owed to either party.
15. Any notice to be given under this IGA shall be in writing and shall be mailed to:

If to the Town: Holly Wahl
Town Administrator
8200 Bayside Road
P.O. Box 400
Chesapeake Beach, MD 20732

If to the County: Board of County Commissioners of Calvert County
Attn: County Administrator
175 Main Street
Prince Frederick, Maryland 20678

With copies to:
Director, Public Works
150 Main Street
Prince Frederick, Maryland 20678

And:
County Attorney
175 Main Street
Prince Frederick, Maryland 20678

Any notice or demand so sent shall be deemed to have been given or made on the date the same was deposited with the United States Postal Service with postage thereon fully prepaid.

16. This IGA contains the entire agreement between the parties regarding the subject matter of this IGA. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, relating to this subject matter, other than as herein set forth. This IGA is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations and undertakings between them relating to this subject matter. This IGA may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest.
17. In the event any portion of this IGA is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the County Commissioners of Calvert County to sever only the invalid portion or provision, and that the remainder of the IGA shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the IGA, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the County Commissioners of Calvert County and the Town of Chesapeake Beach in entering into this IGA.

18. It is specifically agreed between the parties executing this IGA that it is not intended by any of the provisions of this IGA to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County Commissioners and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the IGA.
19. By entering into this IGA, the County Commissioners, the Mayor and Town Council, and their "employees," as defined in the Local Government Tort Claims Act §5-301 *et seq.* of the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this IGA modifies or waives any provision of the Local Government Tort Claims Act.
20. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this IGA or any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
21. This IGA may not be assigned without the prior written consent of all parties.
22. This IGA shall be construed, interpreted and enforced according to the Internal laws of the State of Maryland, without regard to principals of conflict of laws, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.
23. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
24. This IGA shall be effective upon the date first entered above.

IN WITNESS HEREOF each of the parties hereto have caused these presents to be executed in its name and on its behalf by authority duly vested in the signatory below, who has hereunto set his or her hand and seal, all done and executed as of the date the last of the parties hereto executes this Agreement, in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND

By: _____ (SEAL)

Earl F. Hence, President

Approved for form and legal sufficiency


Office of County Attorney 8/19/21

ATTEST:

TOWN OF CHESAPEAKE BEACH:

By: _____ **(SEAL)**

Name: _____

Title: _____