



**PUBLIC HEARING: 6:55 PM**

Ordinance O-23-21, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending Article III, Zoning Districts, Subsection 290-10, Land Use Table, and Subsection 290-11, Conditions and Standards for Conditional and Special Exception Uses.

**TOWN COUNCIL MEETING  
AGENDA  
SEPTEMBER 21, 2023**

- I. Call to order and roll call.
- II. Pledge of Allegiance.
- III. Approval of the agenda.
- IV. Public Comment on any item on the agenda.
- V. Approval of the minutes of the July 20, 2023 Public Hearings.

Approval of the minutes of the July 20, 2023 Town Council Meeting.

Approval of the minutes of the September 12, 2023 Informational Work Session.

Approval of the minutes of the September 12, 2023 Closed Session.

**VI. Petitions and Communications**

- A. One Maryland One Book Presentation
- B. Town Administrator's Report
- C. Town Treasurer's Report
- D. Town Engineer's Report



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

**IX. Resolutions & Ordinances**

- A. Vote on Ordinance O-23-21, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending Article III, Zoning Districts, Subsection 290-10, Land Use Table, and Subsection 290-11, Conditions and Standards for Conditional and Special Exception Uses.
- B. Introduce Ordinance O-23-22, an ordinance of the Town Council of Chesapeake Beach, Maryland regarding use of cannabis smoking or ingesting on Town property and in any business establishment in Town. **Set Public Hearing.**
- C. Introduce Ordinance O-23-23, an ordinance of the Town Council of Chesapeake Beach, Maryland to amend the language of the Zoning Code regarding stores that sell or distribute cannabis and onsite cannabis consumption establishments. **Set Public Hearing.**

**X. Report of Officers, Boards and Committees**

- A. Planning & Zoning Commission
- B. Board of Appeals – Hearing held on September 19th.
- C. Chesapeake Beach Oyster Cultivation Society
- D. Climate Change Advisory Group
- E. Economic Development Committee
- F. Green Team
- G. Kellam's Revitalization Committee



H. Twin Beaches Opioid Abuse Awareness Coalition

I. Walkable Community Advisory Group

**XI. Unfinished Business**

**XII. New Business**

1. The Town Council to consider appointing Councilman Charlie Fink to the position of Town Council Vice President.
2. Chesapeake Beach Water Park Community Opinion Survey Results and preparations for the 2024 season.
3. The Town Council to consider authorizing the purchase of spare parts from the Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) FY24 budget not to exceed \$21,000.
4. The Town Council to consider amending the Public Works Agreement with Rod N Reel to extend the term of the agreement.
5. The Town Council to consider the appointment of the Town of Chesapeake Beach Tree Board in accordance with Ordinance # O-23-18, with the following members:

*Sue Alexander of the Chesapeake Beach Green Team*

*Melanie Crowder of the Chesapeake Beach Green Team*

*Jay Berry of the Chesapeake Beach Public Works*

*Keith Pardieck of the Chesapeake Beach Town Council*

*Kathleen Berault, Chair of the Planning and Zoning Commission*

*Ken Rasmussen of the Chesapeake Beach Green Team*



**XIII. Public Comment**

**XIV. Council Lightning Round**

**XV. Closed Session** - motion to close the meeting under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (7) “to consult with counsel to obtain legal advice”.

**XVI. Adjournment**



**TOWN COUNCIL  
PUBLIC HEARING MINUTES  
JULY 20, 2023**

- I.** Patrick J. Mahoney, Mayor, called the public hearings to order at 6:50 p.m. In attendance were Valerie L. Beaudin, L. Charles Fink, Lawrence P. Jaworski, Margaret P. Hartman, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Josh Stinnett, WRTP Manager, Wayne Newton, Town Engineer, and Lieutenant Hollinger.

**The Mayor opened the public hearing and read into the record Ordinance O-23-16.**

Ordinance O-23-16, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the language of the Chesapeake Beach zoning code regarding Design Standards for Townhouses.

The Mayor called for public comment. No comment was received.

**The Mayor opened the public hearing and read into the record Ordinance O-23-17.**

Ordinance O-23-17, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the language of the Chesapeake Beach zoning code to add a new Section 290-23, "Standards of Compatibility".

The Mayor called for public comment.

Councilman Jaworski stated for the record that public comment was sent to the Council via email on Ordinance O-23-16 and Ordinance O-23-17 by Wes Donovan.

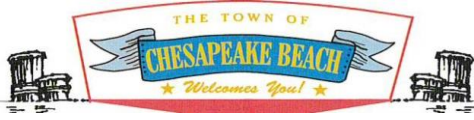
**The Mayor opened the public hearing and read into the record Ordinance O-23-18.**

Ordinance O-23-18, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the language of the Town Code of Chesapeake Beach regarding Urban Forest.

The Mayor called for public comment. No comment was received.

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**The Mayor opened the public hearing and read into the record Ordinance O-23-19.**

Ordinance O-23-19, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the language of the Town Code of Chesapeake Beach regarding Chapter 22 Elections.

The Mayor called for public comment. No comment was received.

**The Mayor opened the public hearing and read into the record Ordinance O-23-20.**

Ordinance O-23-20, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the Code of Chesapeake Beach by repealing and reenacting, with amendments, Sections 25.1., 25-3.B., 25-5, 25-12, 25-16.A., 25-21.B., 25-23.B., 25-27.B., 25-30, 25-31, 25-32, 25-33., 25-34, 25-36, 25-37 and 25-38; and repealing Sections 25-35, 25-39 And 25-40; and adding new sections 25-20.F. and 25-38.

The Mayor called for public comment. No comment was received.

There being no further comments the public hearings closed at 6:53 pm on a motion by Councilman Jaworski. Seconded by Councilman Beaudin, all in favor.

Submitted by,

Sharon L. Humm  
Town Clerk

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**MINUTES OF THE  
TOWN COUNCIL MEETING  
JULY 20, 2023**

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

**II. Pledge of Allegiance.** The Ladies of Charity led the Pledge of Allegiance.

**III. Approve the Agenda.**

**MOTION:** Councilwoman Beaudin moved to approve the July 20, 2023 Town meeting agenda. Seconded by Councilman Morris, all in favor.

**IV. Public comment on any item on the agenda.**

1. Barbara Glover, Manager of the Ladies of Charity pantry operation wanted to thank the Town for all the support, financially and otherwise, that the Town has provided.
2. Pastor Glen Swanson of Bayside Baptist Church read a letter of appreciation from the church in consideration of the proposed capital improvement allocation for the church food pantry.
3. Mark Frazer thanked the Town Council for their consideration in a one-time donation to the Twin Beaches Library.
4. Wes Donovan submitted public comment via email to the Council.

**V. Public Comment**

1. Gary Coldsmith – Mr. Coldsmith was present to address the Town Council and elaborate on several Town issues that was referenced in a letter he had previously sent to the Town.

**VI. Approval of the minutes of the June 15, 2023 Town Council Meeting.**

**MOTION:** Councilwoman Beaudin moved to approve the minutes of the June 15, 2023 Town Council Meeting. Seconded by Councilman Fink, all in favor.



**Approval of the minutes of the July 11, 2023 Special Town Meeting.**

**MOTION:** Councilwoman Beaudin moved to approve the minutes of the July 11, 2023 Special Town Meeting. Seconded by Councilman Fink, all in favor.

**Approval of the minutes of the July 11, 2023 Informational Work Session.**

**MOTION:** Councilwoman Beaudin moved to approve the minutes of the July 11, 2023 Informational Work Session. Seconded by Councilman Fink, all in favor.

**VII. Special Presentation** – “Become One Project” – Anita Santoyo and Amanda Kirby were present to speak on the Become One project, a mental wellness organization that focuses on mental wellness issues within the community. The ladies spoke briefly on the project and announced the 2<sup>nd</sup> annual Mental Health & Suicide Awareness Walk will be held on September 23, 2023 here in beautiful Chesapeake Beach. They thanked the Council for their time and for allowing the Walk to take place here.

**VIII. Petitions and Communications** –

- A. Town Administrator’s Report** – Ms. Wahl submitted the attached written report. Moving forward, the Town Administrator’s report will include reports from Public Works, the Water Reclamation Treatment Plant, Town Events, and Code Enforcement. Ms. Wahl addressed questions from the Council.
- B. Town Treasurer’s Report** – Ms. Moran submitted the attached written report.
- C. Town Engineer Report** – Mr. Newton submitted the attached written report and was available to address questions from the Council. Mr. Newton gave a brief update on the Heritage.
- D. Calvert County Sheriff’s Office Twin Beaches Deputy’s Report** – Sergeant Moran submitted the attached written report. Lieutenant Hollinger was present to give the report and address questions from the Council.
- E. North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman took a moment to offer condolences on behalf of the Town to Chief Chris Mills on the sudden passing of his brother who was also a lifelong member of various fire departments. A service will be held tomorrow at the firehouse. Also, plans are progressing for the Department’s 100<sup>th</sup> anniversary. A little trivia, the department was incorporated August 4, 1926.

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F. **Mayor's Report** – The theme of the Mayor's report tonight is centered on "Public Service." He thanked all the community leaders in the audience for all they do to improve our lives here in the Twin Beaches. The Ladies of Charity and the Bayside Baptist in their efforts addressing food insecurities and the Town's commitment to support the vital resources the Calvert Library provides here in the Twin Beaches. The Mayor also recognized Senator Michael Jackson for his support in keeping the Twin Beaches at the forefront of State Circle up in Annapolis. On another note, the Mayor stated he attended the viewing for Lieutenant Billy Mills, a courageous career firefighter who left this world far too early. Billy Mills is a fallen hero and is the fabric of what makes our community special. A true hero that sacrificed his life so that others may live.

**IX. Resolutions & Ordinances:**

A. Vote on Ordinance O-23-16, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the Town of Chesapeake Beach zoning ordinance, Article V, Section 290-19M, Design Standards for Townhouses.

**MOTION:** Councilwoman Beaudin moved to approve Ordinance O-23-16.  
Seconded by Councilman Morris.

**MOTION:** Councilman Morris moved to table Ordinance O-23-16 and Ordinance O-23-17. Seconded by Councilman Jaworski. Ayes, Councilmen Fink, Jaworski and Morris. Opposed, Councilwoman Beaudin, Councilwoman Hartman, and Councilman Pardieck.

**The vote resulted in a 3-3 tie. The Mayor exercised his right to break the tie vote and cast his vote in opposition to the motion to table . Motion Fails.**

The Council voted on Ordinance O-23-16 as introduced. Ayes, Councilwomen Beaudin and Hartman and Councilmen Fink, Morris, and Pardieck. Opposed, Councilman Jaworski. **Motion Passes.**

B. Vote on Ordinance O-23-17, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending the Town of Chesapeake Beach zoning ordinance, article V by adding a new section titled "Section 290-23, Standards of Compatibility".

**MOTION:** Councilwoman Beaudin moved to approve Ordinance O-23-17.  
Seconded by Councilwoman Hartman. Ayes, Councilwomen Beaudin and Hartman and Councilmen Fink, Morris, and Pardieck. Opposed Councilman Jaworski. **Motion Passes.**

C. Vote on Ordinance O-23-18, an ordinance of the Town Council of Chesapeake Beach, Maryland, to protect, preserve and promote the Urban Forest of Chesapeake Beach by establishing an Urban Forest program.

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**MOTION:** Councilwoman Beaudin moved to approve Ordinance O-23-18.  
Seconded by Councilman Pardieck.

**MOTION:** Councilman Pardieck moved to amend Ordinance O-23-18, §112-2. Applicability B. (1) to add the following wording at the end of the sentence, “if located less than or equal to fifty (50) feet from a public street or sidewalk.”  
Seconded by Councilwoman Beaudin, all in favor.

**The Council voted on Ordinance O-23-18 as amended, all in favor.**

- D. Vote on Ordinance O-23-19, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending Chapter 22 Elections Code.

**MOTION:** Councilwoman Hartman moved to approve Ordinance O-23-19.  
Seconded by Councilwoman Beaudin, all in favor.

- E. Vote on Ordinance O-23-20, an ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the Code of Chesapeake Beach by repealing and reenacting, with amendments, Sections 25-1., 25-3.B., 25-5, 25-12, 25-16.A., 25-21.B., 25-23.B., 25-27.B., 25-30, 25-31, 25-32, 25-33., 25-34, 25-36, 25-37 and 25-38; and repealing Sections 25-35, 25-39 And 25-40; and adding new sections 25-20.F. and 25-38.

**MOTION:** Councilwoman Beaudin moved to approve Ordinance O-23-20.  
Seconded by Councilwoman Hartman, all in favor.

- F. Introduce Ordinance O-23-21, an ordinance of the Town Council of Chesapeake Beach, Maryland, amending Article III, Zoning Districts, Subsection 290-10, Land Use Table, and Subsection 290-11, Conditions and Standards for Conditional and Special Exception Uses. **A public hearing will be held at the September 21, 2023 Town Council Meeting beginning at 6:55 PM.**

**X. Report of Officers, Boards and Committees:**

- A. Planning & Zoning Commission** – Ms. Berault submitted the attached written report.
- B. Board of Appeals** – A Board of Appeals hearing is scheduled for July 31, 2023.
- C. Chesapeake Beach Oyster Cultivation Society** – Ms. Alexander submitted the attached written report.
- D. Climate Change Advisory Committee** – Councilman Jaworski reported the Coastal Resiliency Plan is posted on the Town’s website and encourages folks to read it and submit any comments they might have. The Coastal Resiliency Steering Committee will meet on August

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10<sup>th</sup> and welcomes all comments. Mr. Jaworski reported that the Town of North Beach adopted Resolution R-23-08 on July 13<sup>th</sup> that approves the 2023 North Beach Compound Flood Action Plan. Both towns continue to coordinate with each other on their respective efforts.

- E. Economic Development Committee** – Councilman Jaworski reported the County Economic Development Authority met on July 10<sup>th</sup> with discussion items including updates on economic act loans, status of several new businesses planning to move to the county, and a status update on the Dunkirk Town Center master plan revisions. The next meeting is scheduled for August 14<sup>th</sup>. The County Economic Development Advisory Commission met on July 12<sup>th</sup> with discussion items including proposed text amendments to county zoning ordinance, vacancies on the advisory commission, and update on the study of feasibility of the bay passenger ferry. Reminder that the Taste the Beaches will be held on Saturday, September 9<sup>th</sup> so mark your calendars! Lastly, he regrets to announce that Co-chair Morris has stepped down from the committee. He thanked him for his years of service in economic development.
- F. Green Team Committee** – Councilwoman Beaudin submitted the attached written report. She thanked the Council for supporting the Urban Forest ordinance. One step closer to becoming a tree city USA and helping our environment. The Team’s next meeting is scheduled for July 26<sup>th</sup>, 6:30 pm, at the pavilions. The Team welcomes anyone that would like to come.
- G. Kellam’s Revitalization Committee** – Councilman Morris thanked Councilman Jaworski as well for his work on the Economic Development Committee and stated it was a privilege to work with him. Mr. Morris commented that he has had concerns about Kellam’s for a while and feels he can no longer faithfully serve the town taxpayers by continuing his role on the committee. He announced he is stepping down from the committee, and moving forward, has asked Councilman Fink to give the report. Councilman Fink reported some projects are in a holding pattern, but until the stormwater mitigation is complete things will probably be a slow go. It was mentioned that the field is now open to the public seven days a week with different accessible games. Kellam’s is a great asset with exciting changes happening and grander things to come!
- H. Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported the Coalition met on June 13<sup>th</sup> at the Northeast Community Center. Mr. Pardieck highlighted upcoming public outreach events, updated the Council on the Opioid Abuse Awareness Sculpture project, the International Overdose Awareness Day, the Glow Vigil event at North Beach, and Light Up the County Purple. The Coalition will meet again on August 11<sup>th</sup>.
- I. Walkable Community Advisory Group** – Councilwoman Hartman reported she met with staff today to plan a path to map around Chesapeake Beach to tie together the three envisioned pocket parks with the gardens from the Green Team for folks who wish to walk around Town and see the sites. The Group’s next meeting is scheduled for July 31<sup>st</sup>.

**XI. Unfinished Business:** None.

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**XII. New Business:**

1. The Town Council to consider the re-appointment of Larry Brown to the Planning & Zoning Commission.

**MOTION:** Councilman Jaworski moved to approve the re-appointment of Larry Brown to the Planning & Zoning Commission. Seconded by Councilman Pardieck, all in favor.

2. The Town Council to consider appointing Rachel Larsen Weaver to the Planning & Zoning Commission.

**MOTION:** Councilwoman Beaudin moved to approve the appointment of Rachel Larsen Weaver to the Planning & Zoning Commission. Seconded by Councilman Pardieck, all in favor.

3. The Town Council to consider appointing Amy Everett to the Board of Appeals.

**MOTION:** Councilman Morris moved to approve the appointment of Amy Everett to the Board of Appeals. Seconded by Councilman Jaworski, all in favor.

4. The Town Council to consider providing one-time capital improvement allocations of funds from the FY24 General Fund (ARPA) to address food insecurity in the amount of \$100,000 to the Ladies of Charity and \$100,000 to Bayside Baptist in accordance with the December 15, 2022 Town Council approved \$200,000 food insecurity earmark.

**MOTION:** Councilman Jaworski moved to approve a one-time capital improvement allocations of funds to address food insecurity in the amount of \$100,000 to the Ladies of Charity and \$100,000 to Bayside Baptist. Seconded by Councilwoman Hartman. Ayes, Councilwomen Beaudin and Hartman and Councilmen Fink, Jaworski, and Pardieck. Opposed, Councilman Morris. **Motion Passes.**

5. The Town Council to consider providing a one-time capital improvement allocation of funds from the FY24 General Fund (ARPA) for capital improvements needed at the Twin Beaches Library in the amount of \$100,000.

**MOTION:** Councilman Jaworski moved to approve a one-time capital improvement allocation of funds for capital improvements needed at the Twin Beaches Library in the amount of \$100,000. Seconded by Councilman Fink.

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**MOTION:** Councilwoman Beaudin moved to amend the one-time capital improvement allocation of \$100,000 to \$75,000. Motion died for a lack of a second.

**MOTION:** Councilman Morris moved to amend the one-time capital improvement allocation of \$100,000 to \$45,000 for two consecutive years. Motion died for a lack of a second.

**The Council voted on the original proposal of a one-time capital improvement allocation of \$100,000 to the Twin Beaches Library. Ayes, Councilwoman Beaudin, Councilwoman Hartman and Councilmen Fink and Jaworski. Opposed, Councilmen Morris and Pardieck. Motion Passes.**

6. The Town Council to consider awarding a contract to Windmill Farms an amount not exceeding \$195,000 from the FY24 General Fund Capital Improvements line item to complete three capital improvement projects, i) a pocket park on 29th street, ii) a pocket park at the B street overlook, and iii) a 26th street trail connection. The Town will be reimbursed \$150,000 through State of MD grant funds.

**MOTION:** Councilman Fink moved to award a contract to Windmill Farms in an amount not to exceed \$195,000 to complete three capital improvement projects. Seconded by Councilwoman Hartman, all in favor.

7. The Town Council to consider approving a FY24 Chesapeake Beach Water Reclamation Treatment Plant Capital Improvement allocation of funds in the amount of \$22,051 to purchase materials from FSI Industries to add a platform to the generator for safety reasons.

**MOTION:** Councilman Jaworski moved to approve a FY24 CBWRTP allocation of funds in the amount of \$22,051 to purchase materials from FSI Industries to add a platform to the generator. Seconded by Councilman Morris, all in favor.

**XIII. Public comment was received by:**

1. Mark Frazer thanked the Town Council for their generous donation to the Library. He thanked Mayor Mahoney and Councilman Jaworski for their kind words in memory of Billy Mills.

**XIV. Council Lightning Round:**

1. Dr. Beaudin looks forward to the September 23<sup>rd</sup> Become One Project Walk. Come out and join the Walk.
2. Mr. Fink reminded everyone of the Taste the Beaches event coming up in September and is looking forward to the new venue, Abner's. He encouraged folks to read the Coastal Resiliency report and attend the August 10<sup>th</sup> meeting, and lastly, great discussion tonight on food insecurity,

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- the Library, and mental health. Jokingly, ended with a Walter Cronkite quote “thank you and good night.”
3. Mr. Jaworski echoed comments made by his colleague Mr. Fink. He thanked the Ladies of Charity for hanging in to the end of the meeting and looks to see everyone at Taste the Beaches!
  4. The Mayor wanted to end with a piece of advice he had received from Senator Miller. Doesn't matter who voted for what, what matters is, did you hit the finish line? And tonight, this Council came together and hit the finish line in approving the requests before them. Thank you, Council.
  5. Mr. Morris extended his sincere congratulations to the recipients of the awards tonight. He looks forward to those associations growing and the library being completed. He mentioned he has participated in “town halls” where the Council was allowed to exchange comments with public speakers, which gave that small town feel. It's important to be able to engage with the public, interact with town staff, keeping that small town feel alive. He regrettably admits though, he doesn't have that small town feeling anymore.
  6. Mr. Pardieck thanked everyone for coming to the meeting tonight. He wanted to recognize all his committee members for the ton of work they do but a very special recognition to Sandy Mattingly, a driving force that makes things happen. She has been that force in the sculpture project and has done a fantastic job. So, thank you Sandy and members!
  7. Ms. Hartman wanted to recognize the Water Reclamation Treatment Plant. Every month she reads the informative report and has learned so much about the Plant and water then she ever knew and is grateful for all the work and dedication that is involved to insure us clean water.

**XV. Adjournment:**

There being no further comments, the meeting adjourned at 8:58 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm  
Town Clerk



**MINUTES OF THE  
TOWN COUNCIL INFORMATIONAL  
WORK SESSION  
SEPTEMBER 12, 2023**

- I. Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance were Dr. Valerie Beaudin, L. Charles Fink, Margaret P. Hartman, Lawrence P. Jaworski, and Gregory J. Morris, Council members, Sharon L. Humm, Town Clerk, Brittany Moran, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, and Josh Stinnett, WRTP Manager. Absent was Keith L. Pardieck, Council member and Holly K. Wahl, Town Administrator.
- II. **Pledge of Allegiance** – The Mayor led the pledge of allegiance in remembrance of yesterday’s anniversary of 9-11 and those that lost their lives that day.
- III. **Informational discussion on the following:**
1. **Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Purchase of Spare Parts Purchase** – Mr. Stinnett was present to address this item. Mr. Stinnett stated over the last few years discussions have taken place regarding the need to build up an inventory of spare parts. The current inventory was assessed, in particular, electrical components for PLCs, (Programmable Logic Controllers), which help control all the functions of the Plant. A spreadsheet was prepared listing individual modules and quantities of each for all the PLC units currently in use, cost of each and the critically of the part to Plant operations. Quotes were received from Rexel. The Council approved a CBWRTP FY24 budget that accounts for \$25,000 in expected spare parts inventory purchases. The price quote from Rexel is expected not to exceed \$21,000. Staff is recommending authorizing the Town Administrator to purchase the modules needed for all the PLCs.
  2. **Town Council Vice President** – The Mayor thanked Councilman Jaworski for the excellent job he has done as the Council’s Vice-President and announced he plans to appoint Councilman Fink as the new Vice-President at the September Town Council meeting to finish out the term. Mr. Fink stated, if confirmed, it would be an honor to serve as Vice-President.
  3. **Chesapeake Beach Town Planner, Sarah Franklin** – The Mayor brought to the Council’s attention that with the departure of the Town’s Planner, Chris Jakubiak, the Town has a current and urgent need for Planning services. He announced that the Town has engaged the services of Sarah Franklin as an independent contractor without a long term contract.

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4. **Appointment of the Town of Chesapeake Beach Tree Board** – The Mayor stated, in accordance with the recently passed tree ordinance which calls for the creation of a “Tree Board”, he will be appointing, with Council confirmation, the following people as members of the Board:

*Sue Alexander*

*Keith Pardieck*

*Melanie Crowder*

*Kathleen Berault*

*Jay Berry*

*Ken Rasmussen*

5. **Ordinance O-23-22, an Ordinance of the Town Council of Chesapeake Beach, Maryland, regarding use of Cannabis smoking on Town property or in any Business Establishment in Town.** – The Mayor being very familiar with the cannabis reform bill, provided some background information for the Council. The Council discussed and suggested a few minor revisions to the language of the ordinance. This ordinance will be introduced at the September Town meeting.
6. **Ordinance O-23-23, an Ordinance of the Town Council of Chesapeake Beach, Maryland, to amend the language of the Zoning Code regarding stores that sell or distribute Cannabis and onsite Cannabis consumption establishments.** The Council discussed and suggested a few minor revisions to the language of the ordinance. This ordinance will be introduced at the September Town meeting.
7. **Public Works Agreement Rod N Reel** – The Town Attorney addressed the Council on the Public Works Agreement (PWA). The Town entered a PWA with the Rod n Reel in June of 2018. A first amendment to extend the PWA was entered in September of 2021 and will expire in September of 2023. As work has not been completed, a proposed second amendment to the PWA is before the Council. The Town is recommending the Council approve the extension of the PWA. The language will remain the same, only extending the terms another twenty-four (24) months to allow for completion of the project.
8. **Chesapeake Beach Water Park Community Opinion Survey** – Due to the absence of Ms. Wahl, this item will be presented at the September 21<sup>st</sup> Council meeting.

#### IV. **Council Lightning Round**

1. Dr. Beaudin wished everyone a great rest of the evening.
2. Mr. Fink had concerns regarding the recent stripping on 261 done by the State. He hopes these stripes are just temporary and will be re-positioned once permanently striped. Mr. Fink is looking forward to the 2<sup>nd</sup> Annual Butterfly Walk on September 30<sup>th</sup> in honor of former mayor, Gerald Donovan, with all proceeds donated to Calvert Hospice.

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3. Mr. Jaworski wanted to give a special thank you to everyone involved in the huge success of Taste the Beaches. Special shout out to Bobby Abner and Debbie Zack for the tremendous amount of work in preparing for the event. It was an awesome day!
  4. The Mayor stated, in regard to the Butterfly Walk, that the Town reached out to the Rod n Reel and offered to work together in any way needed in support of the event.
  5. Mr. Morris stated before coming to the meeting, he walked through the water park and recognized that important decisions will need to be made concerning the park. He looks forward to seeing how things will develop.
  6. Ms. Hartman stated she volunteered this week to help with CBOCS in setting up for the 5<sup>th</sup> graders oyster training. It's a lot of fun and educational too. She encouraged anyone interested in volunteering as support staff to the CBOCS to contact Sue Alexander.
- V. **Closed Session** Councilwoman Beaudin moved to close the work session at 7:00 PM under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (3) "to consider the acquisition of real property for a public purpose and matters directly related thereto." Seconded by Councilwoman Hartman, all in favor.

The Mayor re-opened the work session. All those that voted in favor of a closed session were present the entire closed session to consider the acquisition of real property for a public purpose.

VI. **Adjournment:**

There being no further comments the meeting adjourned at 7:30 p.m. on a motion by Councilwoman Hartman. Seconded by Councilman Jaworski, all in favor.

Submitted by,

Sharon L. Humm  
Town Clerk



**Town Administrators Report – September 2023**

**I. UPCOMING REQUESTS FOR PROPOSALS (RFP):**

**Safe Routes to School (SRTS) 100% design phase and construction drawing RFP:** The Town Administrator and Town Engineer have coordinated with SHA over the last 3 months to make modifications to the RFP to obtain SHA approval. Meetings were held to 1) understand the modifications, 2) seek clarification of the modifications, and 3) ensure the modifications being made were in alignment with the requirements.

**Kellam’s Field Storm Drain and the Miller Loveless Park Site Work:** All the required approvals were obtained for this project; therefore, an RFP will be released to complete the work. Work will need to start after the Beach Buccaneers football season has closed. An RFP is expected to be released by September 22nd to be before the Town Council at the October Town meetings.

**Public Works Water Tower Maintenance Contract:** The Town is reviewing needs for water tower maintenance that will potentially result in the release of an RFP for tower maintenance or explore options to piggyback on another governmental contract for these services.

**Town of Chesapeake Beach Annual Fireworks Display:** The Town’s contract for the annual fireworks displays and barge contract expired in 2023; therefore, we expect to release an RFP for the 2024 display this month.

**II. WALKABILITY COORDINATION WITH SHA:**

Project	Coordination with SHA MDOT
<p><b>Safe Routes to School (SRTS)</b></p>	<p>The Town Council authorized the execution of the Safe Routes to School SRTS Memorandum of Understanding (MOU) to complete the 100% design and construction drawings for the sidewalk project extending sidewalks from Beach Elementary School to "F" street along Old Bayside Rd and South along RT 261 to Chesapeake Village Boulevard. The MOU provides that the State funds 80% of the design cost and the Town funds 20% of the design cost with the State determining the breakdown in costs. <b>Awaiting approval by SHA MDOT of the RFP.</b></p>
<p><b>Safe Walkway along RT 261 near the NBVFD</b></p>	<p>The Town Council authorized the Town Engineer to complete a feasibility study of this walkway for submission to the State in coordination of a new safe crossing connecting Chesapeake Beach and North Beach in a currently unsafe area. The feasibility study is the first step in starting the conversation with the State on the project. The Town completed the same study to initiate the SRTS project currently in the 100% design phase with SHA MDOT. <b>The feasibility study is completed and is being submitted to SHA MDOT.</b></p>



## Town Administrators Report – September 2023

<p><b>Safety at existing intersections on State Highways in Town</b></p>	<p>The Town Administration has contacted SHA MDOT to coordinate a meeting to discuss safety concerns at several intersections of Town to include Rt 261 and Rt260 and Mears Ave. Residents are asked to continue to use caution in these areas to maintain visibility of these high pedestrian areas. SHA confirmed that their traffic engineer visited the intersections and has insight to share.</p> <p><i>Coordination with SHA and the Town’s Walkable Community Advisory Group have facilitated, the following:</i></p> <p><b><i>RT 261 &amp; Mears</i></b> - LPI Leading Pedestrian Interval at the intersection to give pedestrians time to cross. SHA updated the crosswalks to continental style to increase the appearance to pedestrians and updated the signage to notify turning cars of pedestrians in the crosswalk.</p> <p><b><i>RT 260 / RT 261</i></b> – SHA MDOT installed (sign dimensions 30x36) on horizontal traffic pole and is updating the crosswalk painting to continental.</p> <p><b>Crosswalk on RT 261 near the firehouse</b> – <i>the crosswalk will be upgraded to a continental crosswalk for improved visibility.</i></p>
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### III. SUSTAINABILITY:

#### a. Energy Audit

The Town is currently engaged with students at the University of MD who are assisting the Town in conducting an energy audit. The Town has listed all assets to calculate the Towns carbon footprint and determine ways the Town can improve efficiency. The University of MD expects the audit to be complete soon.

#### b. Sustainable Maryland Designation

The Town submitted a renewal application for the Sustainable Maryland Designation and is currently awaiting feedback on the submission from the University of Maryland.

### IV. PUBLIC WORKS: Sign up for Town E-Blasts to ensure you receive notices from Public Works when crews are working in your area.



## Town Administrators Report – September 2023

### Technical Report of activity by Jay Berry, Public Works Administrator

Water leak-since the last meeting we have had water main breaks on Stream Walkway, Woodland Lane, Sansbury Drive, Cannoncade Court, Carousel Way and Route 260. They have all been repaired.

Wet wells- We have received the new panel and parts to raise Fishing Creek wet well controls and power. Public Works is working on a fix to rebuild the pump station in place rather than replace it. Public Works replaced a broken line between the dry vault and wet well in Chesapeake Village. Public Works completed a draw down flow meter check for this wet well, replaced both check valves on the B street wet well and cleaned (vacuumed of debris and grease) all wet wells.

Water meter/MXU- Public Works is waiting for meters to arrive and are expecting them by December 2023.

Flushing- Public Works continues the flushing of water lines with the next round scheduled for the first week of November.

Ball fields – Public Works is coordinating the work to replace the steps to the press box due to deterioration and coordinated for outlets to be installed in the Northwest corner of the complex to provide power for the Beach Buc's and Town events.

Railway Trail – Public Works continues to replace rotted top rails with composite rails on the railway trail.

Water Park – The Water Park is drained, and Public Works will begin the winterization process next month.

PW Trainings- Public Works continues to hold mandatory safety training with the next training scheduled on October 4th.

Richfield Station water saddle replacement- This project is complete. The Public Works Administrator plans to give a detailed report of what we were able to accomplish and what is remaining in the Towns infrastructure.

Emergency calls – Public Works received 6 calls for water main breaks and a low water level at Chesapeake Village water tower, all other calls did not require an onsite visit.



## Town Administrators Report – September 2023

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

The Town held a partnering meeting with Calvert County Government, the Town of North Beach, and Anne Arundel County on July 19, 2023. The topic of the meetings continues to be Infiltration and Inflow (I&I) and the ability to identify flow between Calvert County and the Town of North Beach.

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

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

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

WRTP Staff performed monthly inspections of the Denitrification Filter cells as per the O&M manual. These inspections were not conducted in late July due to work on the Filter Cell covers. This involved observing the filter units during a backwash cycle, to assess the sequence of events and timing for the process to ensure that the program operates properly. Observations were made during this cycle to ensure that there were no “dirty spots” that may indicate that the filter was not being cleaned properly during backwash, or “hot spots” where the media appears to be boiling which may indicate upset gravel or short-circuiting of the media. Staff also observed the filter as it was drained to identify if the media was level, if there were any cavities or cracks in the media bed, and that no heavy layers of mud or other indications of insubstantial cleaning were observed. This could be caused by the excessive application of chemicals or algae accumulation. It was noted that visual observations of filter appearance indicated that the filter media looked to be in better condition, and this can likely be attributed to the installation of covers on the clarifiers, reducing algae growth and wash out to the filter cells.

WRTP Staff performed scheduled maintenance for lubrication of Digester Blower #1 motor bearings and Clarifiers #1 and #2 Worm Gear Sub-Assemblies. Quarterly cleaning of the UV Banks began on September 11th and is scheduled to be completed on September 15th. Quarterly lubrication of Plant davit cranes was performed.

WRTP Staff conducted the quarterly stormwater site inspection as per the MDE-issued General Permit for Discharged from Stormwater Associated with Industrial Activities.

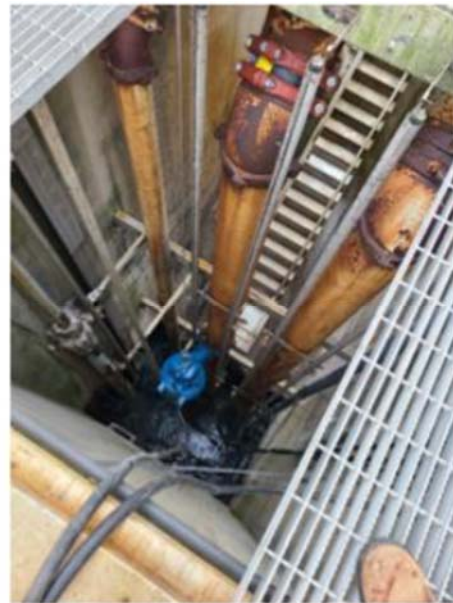
WRTP Staff performed corrective maintenance to replace faulty UV bulbs (x2) for UV Bank #1 and replacement of a faulty PLC display for the Influent Wetwell Barscreen,



## Town Administrators Report – September 2023

As a follow-up to a question from the April 2023 Town Council meeting, WRTP Staff replaced the panel heater for the UV Bank Distribution Panel at the recommendation of Industrial Monitoring and Controls Systems (IMACS) during work performed to address an issue with the PLC for the UV Banks as detailed in the April Treatment Plant memo to the Town Council. Replacement of this unit was postponed to FY24, since the weather had warmed to a point where the heater was not needed, and a replacement would be ordered in FY24.

WRTP Staff performed investigative work to identify an observed reduction in flow capacity with Influent Pump #2 in June/July. Likely causes ranged from issues with the variable frequency drives (VFDs), blockage in the check valve, or pump wear. Testing of the VFDs was performed and the check valve was cleaned. No issue was identified with the VFDs. The check valve was cleaned on July 17th, resulting in approximately 40 lbs. of material (rags and other accumulated debris) being removed from the check valve. Some minor improvement to pumping capacity was observed, but not back to previously observed flow rates. It was determined that the pump would need to be pulled and replaced with the on-hand spare. Due to the forecasted poor weather, work was postponed until weather conditions were forecast to be clear for several consecutive days. On August 23rd, staff were able to start work to replace the #2 Influent pump. Work was planned for two days, to accommodate any possible issues that may arise with the removal of the pump, wiring and testing of the new pump, and installation of the new pump in the wetwell. Upon completion of the work, flow rates increased from ~900 GPM to ~1450 GPM. The old pump was picked up by Hills Motor on August 29th for repair.



Through the routine inspection of the Denitrification Filter chemical analyzer (ChemScan), it was identified that there was an issue with the analyzer. By following the O&M manual procedures, it was determined that the photocell for the analyzer was cracked and would need replacement. ChemScan was contacted, and a replacement photocell was ordered. Staff replaced the photocell and conducted test procedures for the analyzer. The readings were now within the expected range.



## Town Administrators Report – September 2023

WRTP Staff troubleshooted an issue with seal failure for Denitrification Influent Pump #4. Seal failure indicates that there is water intrusion into the pump housing. It was determined that there was a seal failure for this pump, and the pump was pulled and replaced with an on-hand spare pump. The pump that was pulled will be sent to Hills Motor for repair.

WRTP Staff worked to resolve a bearing vibration fault for Aeration Blower #1. Excelsior Blowers was contacted (factory repair company for Gardener-Denver blowers), and a quote for the work was received. Work was scheduled to be performed on September 6th. During this period, Aeration Blower #3 will be utilized to handle the aeration of the three basins.

WRTP Staff have been working to determine if there is a means by which we can reduce our utility costs at the Plant. This involved the assessment of power usage and water usage, as these can be improved through changes in operation. Maryland Rural Water Association (MRWA) was consulted to aid with leak detection and energy assessment.

The Plant's water usage since the completion of the ENR upgrade has consistently been high. Review of the consumption history did not seem to fit with the assumed consumption for the Plant. Installation of subtraction meters in each building was planned, as this would allow for tracking of water usage per building/system and could allow for adjustments that could reduce water usage. Completion of this work is expected in September, with all but one meter installed as of August 12th. WRTP Staff began investigative work to identify whether there was a possible leak in the water system in the Plant. Observation of the water meter, with all valves in the Plant buildings isolated, appeared to show water consumption. Through discussion with DPW, LB Water was contacted to assist with the collection of meter consumption data. LB Water was onsite on August 2nd and was able to pull logged meter consumption data from the meter. This data showed a leak of approximately 1 gallon per minute.

MRWA was on site on August 1st to attempt to locate the water mains in the Plant and conduct acoustic leak detection. Locating the lines was ineffective due to loss of signal and poor quality as-built plans from the ENR upgrade. Leak detection was inconclusive, with no discernible leak noise detected.

To obtain the best quality plans for the Plant, the ENR Project engineering firm, Whitman Requardt and Associates was contacted. They were unable to provide an actual set of as-builts and were only able to provide the same version of plan sheets currently available at the Plant.

Further work was performed to isolate the leak identified through the data pulled from the meter by LB Water on August 2nd. The water fed to all buildings in the Plant was isolated overnight on August 17th, with DPW pulling the meter data the following day. Data collection re-confirmed water consumption during the period that the buildings were isolated. A second test to confirm meter operation was performed on August 23rd, where the water supply through the meter was isolated, along with all buildings. Upon collection of meter data for the period the meter was isolated, there was no identified water usage, as expected.



## Town Administrators Report – September 2023

MRWA returned on September 12th to perform leak correlation to determine where the leak may be located. Again, the data was inconclusive for all known water mains. A return visit by MRWA is planned to conduct an overnight correlation attempt with a different piece of equipment. WRTP Staff will look over the plan sheets available, and leak detection may be conducted in areas where it is indicated that water lines were abandoned during the ENR upgrade as how these lines were abandoned is not clear, and there may be lines that were not terminated at the main, but instead capped where it came in conflict with new structures. This would explain our inability to detect leak noise.

WRTP Staff are currently recording power usage by means of the power monitors installed in June. MRWA aided with the analysis of our power usage, utilizing the data available from the power monitors and our monthly electric bills. This work is ongoing, with a follow-up visit from MRWA planned in October.

MDE provided notification to the Plant of its qualification for the Bay Restoration Fund Annual O&M Grant for Wastewater Treatment Plants for 2022 of \$69,009. MDE disseminates these awards based on each wastewater facility's ability to achieve enhanced nutrient removal (ENR) performance levels of 3 mg/l total nitrogen and 0.3 mg/l total phosphorus in wastewater effluent concentration. The Plant qualified for additional funding as a result of the outperformance of the 3 mg/L goal for total nitrogen. There is no additional funding provided for outperformance for total phosphorus. The Plant had an average total nitrogen discharge of 1.53 mg/L for the year.

The Plant Superintendent and Assistant Superintendent have started work on the Plant Safety Program through a review/development of the following plans required by the OSHA 1910 standard:

- Emergency Action Plan (1910.28)
- Fire Prevention Plan (1910.39)
- Crane/Hoisting Inspection Program (1910.79)
- Occupational Noise Exposure (1910.95)
- Personal Protective Equipment (1910.132)
- Permit Required Confined Space (1910.146)
- Lockout Tagout (1910.147)
- Portable Fire Extinguishers (1910.157)
- Electrical Safety (1910.304 & 1910.333)
- Hazard Communications (1910.1200)





## Town Administrators Report – September 2023

### · Occupational Exposure to Hazardous Chemicals in the Lab (1910.1450)

The WRTP Superintendent consulted with a representative from Examinetics regarding the Plant's need to conduct baseline hearing testing for Staff as required by the Hearing Conservation plan specified under the Occupational Noise Exposure standard (1910.95) as determined through noise level surveys that identified noise levels more than 85 dB in the workplace. A proposal was received for the testing, and further work is being performed to establish comparative pricing from other providers.

IMACS performed work to install the newly purchased servers for the Plant SCADA system. Work is proceeding to perform the changeover from the old servers to the new servers, with much caution being maintained to ensure there are no issues with the transition to the new servers.

Johnston Construction has continued work on the Clarifier/Filter Cover project completing the work on Clarifier #2 on July 13th and completion of the filter and clearwell handrails on September 5th. Below are pictures of the clarifiers and filters/clearwell.



A meeting with Johnston Construction, McCrone Engineering, the Town Engineer, and Plant Superintendent occurred on September 8th, where a walk-through was performed, and punch-list was developed. The punch list items are expected to be completed by the middle of October. There will be several weeks' delay awaiting the



## Town Administrators Report – September 2023

anodization of material needed to address issues with the kick plates for the handrails on the filters and clearwell.

Johnston Construction began work on the removal of the Solids Handling building overhang. This involved the construction of a scaffolding under the existing overhang to support the concrete once it is cut from the building.



The overhang was cut flush to the wall, and the removed concrete was lifted from the scaffold using a forklift. Exposed reinforcing bars were ground back to the concrete and corrosion inhibiting spray was applied to the exposed metal. A skim coat of cement was applied to the face of the concrete and the existing handrails were reinstalled.



## Town Administrators Report – September 2023



Kelly Generator performed a semi-annual service inspection on September 1st. Per the NFPA 110 Standard for Emergency and Standby Power Systems Section 8.4.2.4 a generator that does not exercise at 30% or higher of the rated kW load are to have an annual load bank test performed at 75% of the nameplate rating. Through WRTP Staff monitoring, the generator has not exercised at over 15% of the nameplate rating of 1250 kW. Kelly Generator performed a load bank test while onsite on September 1st. No issues were identified during the test.

Excelsior Blower was on site on September 6th to perform bearing replacement on Aeration Blower #1. Upon removal of the old bearings, they did identify wear on the drive side bearing, which confirmed the need for replacement. This blower had 26,000 hours of total runtime, and replacement is reasonable for this period. New bearings were installed, and laser alignment was performed. The blower was tested, and no issues were identified. Since Aeration Blower #2 has a similar run time, replacement of the bearings will be planned for later in the fiscal year.

Coyne Chemical was onsite on September 6th to perform “jar testing” of an alternative chemical for phosphorus removal. Currently, the Plant utilizes Poly Aluminum Chlorohydrate (CES PACL 2000), and the new chemical being tested is a slightly different formulation of the same chemical that could yield more efficient removal of ortho-phosphates. Jar testing is performed to get comparative data on a chemical at different application rates/concentrations. Results from Coyne Chemical are pending. If the results are favorable toward the new chemical, then this may result in cost savings.

McCrone Engineering was on site on July 28th for a preliminary walk-through with their concrete contractor to review site conditions to conduct two core samples of the concrete to confirm the presence of an existing slab under the sloped portion of the wetwell. Core drilling was conducted from August 8th to August 14th. The contractor was unable to locate a slab at the second hole drilled due to fill material condition. Based on apparent water intrusion into the core hole and the fact that this water would replenish when pumped from the hole, it is assumed that there is either no slab and this is groundwater intrusion, or there is a slab but there is a void



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allowing water intrusion. Either would appear to incur an excessive cost should the thoughts of expanding the existing wetwell be pursued.

WRTP Staff responded to the Plant after hours on July 29th to address multiple power faults resulting from severe storms. This required Staff to restart equipment repeatedly when the power flickered. On August 7th, WRTP Staff were pre-staged on site in advance of storms with expected high winds. Pre-staging was preferred as there was the possibility of falling trees that could possibly hinder or block Staff responding to the Plant, along with the hazard to Staff of responding during those conditions.

The Shellfish Protection Tank was utilized three times during this period. This was for the heavy rainfall on July 19th and 31st, and August 7th, for a total of .855 MG from 5.17” of rainfall.

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

The WRTP had no SSO spills but did have a full Filter Bypass to report for this month’s meeting. On July 21st, 2023, at 06:10, Plant staff identified a bypass state for our Denitrification Filter system as a result of a failure in the PLC controlling the Filter Influent Pump Station. Two filter influent pumps were activated in a manual mode to reduce the level in the wetwell, thereby stopping the bypass. Additionally, as we were experiencing an increase in flow to the Plant due to heavy rain, flows were split between the Plant and the Shellfish Protection Tank to reduce any possibility of increased flows causing further issues with the filter flows while troubleshooting the issue with the PLC. It was identified that the power module for the unit was malfunctioning. This caused the PLC to go into a fault mode where data reported to SCADA showed a constant flow of 909 GPM and Filter Influent Wetwell level of 11.26’ (system programmed to maintain ~11’ in wetwell). This prevented alarm callouts for high levels in the wetwell. The faulty power module for the Filter Influent Wetwell Control PLC was replaced shortly after identifying the fault in the PLC and the filters were back in normal operation at ~06:45 on July 21st.

With the lack of accurately reported SCADA data preventing alarm notification, and the Denitrification Influent wetwell at an overflow level, the flow was redirected from the influent wetwell and directly to the UV Disinfection channel, bypassing the filter units.

Verbal contact was made with MDE at 08:35 on July 21st reporting the bypass and a written report was sent to MDE on July 25th.

Bypass flow was calculated using totalizer readings for the Filter Influent and Plant Effluent flow meters. The calculated bypass flow was .279 MG. Sampling was conducted on the flow bypassing the filters, before disinfection, for nitrate, ammonia, and total phosphorus; and after disinfection for fecal, pH, dissolved oxygen, and total suspended solids, and were analyzed by our in-house lab. The results were as follows:

NH3 Not Detectable



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NO3 2.0 mg/L

TP 0.51 mg/L

TSS 0.7 mg/L

D.O. 8.2 mg/L

pH 7.9

Temp. 23 °C

Fecal 1 MPN (Read on 7/22/2023 @ 01:00)

A grab sample was collected at a point prior to final discharge and was picked up by our contracted lab on the morning of July 21, 2023. These tests will be for BOD5, TKN, NH3, NO3, Total Phosphorus, and Ortho-Phosphorus. Lab results were received on July 26th, 2023.

BOD5 20 mg/L

NH3 0.7 mg/L

TKN 1.6 mg/L

TP 0.62 mg/L

OP 0.52 mg/L

NO2 + NO3 1.2 mg/L

Once the issue was resolved, work was performed to address the deficiency with alarm callouts for this instance. Two alarms were set up in the SCADA system that would call out for an instance where there was a failure in the Filter Influent Pump Station where the flow was stopped and resulted in a low-level state in the filter units as was observed in this incident, and an alarm for instances where flow to the Filter was reduced below 50 GPM. This data is recorded by a PLC independent of the one that failed. These alarms should serve as a redundant alarm system.

### **Future CBWRTP Projects:**

To complete working on setting up an inventory of priority spare parts. Continued training on maintenance of plant equipment. Conduct a review and update of Plant SOPs to fit with the appropriate procedures for use of



## Town Administrators Report – September 2023

equipment and processes for Plant operation. Additional work to refine some of the process control systems to make the Plant more energy efficient.

### VI. TOWN ASSETS:

- **Kellam’s Field:** The Town completed a walk through of the field with the Beach Buccaneers President in preparation for Fall sports. Several adjustments were made to include the Town installing a new power connection at the western side of the field to support team operations, making repairs to the steps leading to the press box and removed hazards of the field. The Chair of the Kellams Revitalization Committee, Councilman Fink, also joined the meeting and discussed plans for improvements and heard the teams input on those improvements.
- **Bayfront Park:** Bayfront Park remains closed to the public and open to Town residents, NBVFD, and the Twin Beach Deputies.
- **Chesapeake Beach Water Park:** The Chesapeake Beach Water Park hosted its first Dog Swim event in partnership with the [Perfect Pet Resort](#) for our season pass holders. There were two sessions, one for small dogs and a second session for all dogs. The event was a great success and enjoyed by many Town citizens.



### VII. GRANTS:

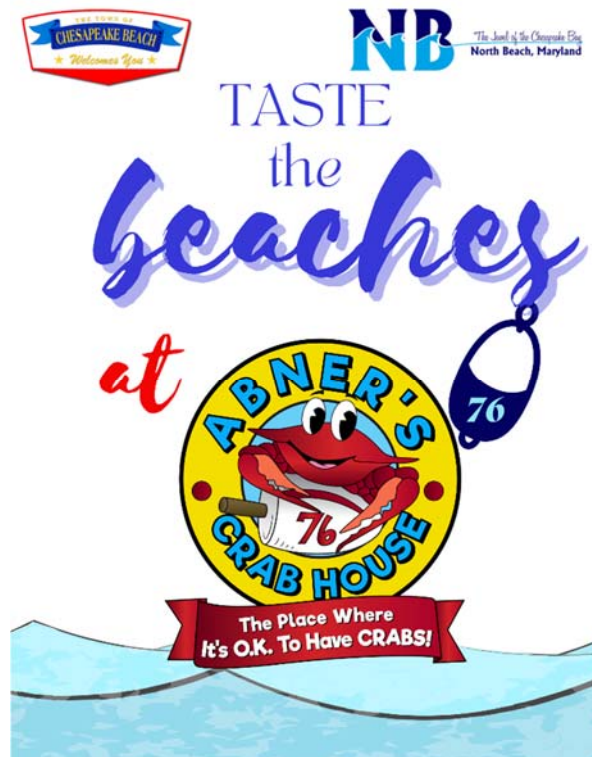
1. **Pocket Park funding for \$150,000 with \$0 match for three pocket parks:** In progress for construction.



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2. **Parks and Playgrounds Infrastructure Grant for the Miller Loveless Park at Kellam's field at \$150,000 with \$0 match:** The grant covers the installation of new and improved play equipment at the park and will start when the grading work is completed as released via RFP this month.
3. **Safe Routes to School SRTS 100% design:** Funded at 80% SHA MDOT and 20% the Town for design work only as Phase II of the project.
4. **Coastal Resiliency Grant:** The Town held multiple public engagement sessions to engage citizens on the impacts of coastal resiliency through a grant funded by Maryland Department of Natural Resources through grant funds provided in the amount of \$75,000. The plan has been completed and is in draft mode and viewable on the Town website. The plan is expected to be before the Town Council for adoption in October 2023.

### V. TOWN EVENTS:



**Taste the Beaches 2023 was a huge success thanks to Bobby Abner and Debbie Gates of Abner's.** Hosting the event at one of our longest standing local businesses, Abner's Crab House, provided the opportunity to



## Town Administrators Report – September 2023

highlight the Town of Chesapeake Beach, our local watermen, oyster aquaculture activities and provide educational outreach of the importance of the Chesapeake Bay and all that call it home to over 2,000 attendees.

**Congratulations to Council Vice President Larry Jaworski for leading another successful Taste the Beaches event in support of Twin Beach Businesses!**

**Special thanks to Les King of Windmill farms and Dale Norfolk for making the Great Chesapeake Beach Crab Derby table** providing their expertise and labor at no cost to the Town. Using a draft mockup of the table from Bobby Abner’s idea for the “Last one Standing”, it provided a unique opportunity to have a fun competition between the Twin Beach Mayors that we hope to make a staple at upcoming events.

**Special thanks for Zeth King, Pamela Schallmo** for their staff support at the event and **Eric Montgomery** for shucking several bushels of oysters throughout the day for tastings of locally harvested Abner’s oysters.

To view a quick video of the event please click [here](#).

### VI. TOWN PERMIT ACTIVITY:

<i>Permit #</i>	<i>Address</i>	<i>Improvement</i>
2023-43	3908 18 <sup>th</sup> St.	Solar panels
2023-44	3812 19 <sup>th</sup> St.	Fence
2023-47	2292 Sansbury Dr.	Fence
2023-23	Richfield Station	Directional Boring
2023-45	2993 Heritage Dr.	Deck
2023-46	2490 Woodland Ct.	Deck
2023-48	8236 Bayside Rd.	Replace handrails, footings
2023-49	8318 Bayside Rd.	Fence
2023-50	2300 Cardinal Way	Fence
2023-51	8741 C Street	Deck
2023-52	3318 Cannoncade Ct.	Driveway Extension
n/a	3807 15 <sup>th</sup> Street	Interior Renovations
n/a	3230 Mears Bend	Install propane fireplace
2023-54	4020 Sea Gate Sq.	Rebuild Deck
n/a	7902 Delores Ct.	Install wood pellet stove
n/a	3613 30 <sup>th</sup> Street	Remove 4 dangerous trees
2023-57	8413 Wesley Stinnett Blvd.	Solar panels
2023-56	8350 Legacy Circle	Deck
2023-58	3907 28 <sup>th</sup> Street	Fence & shed



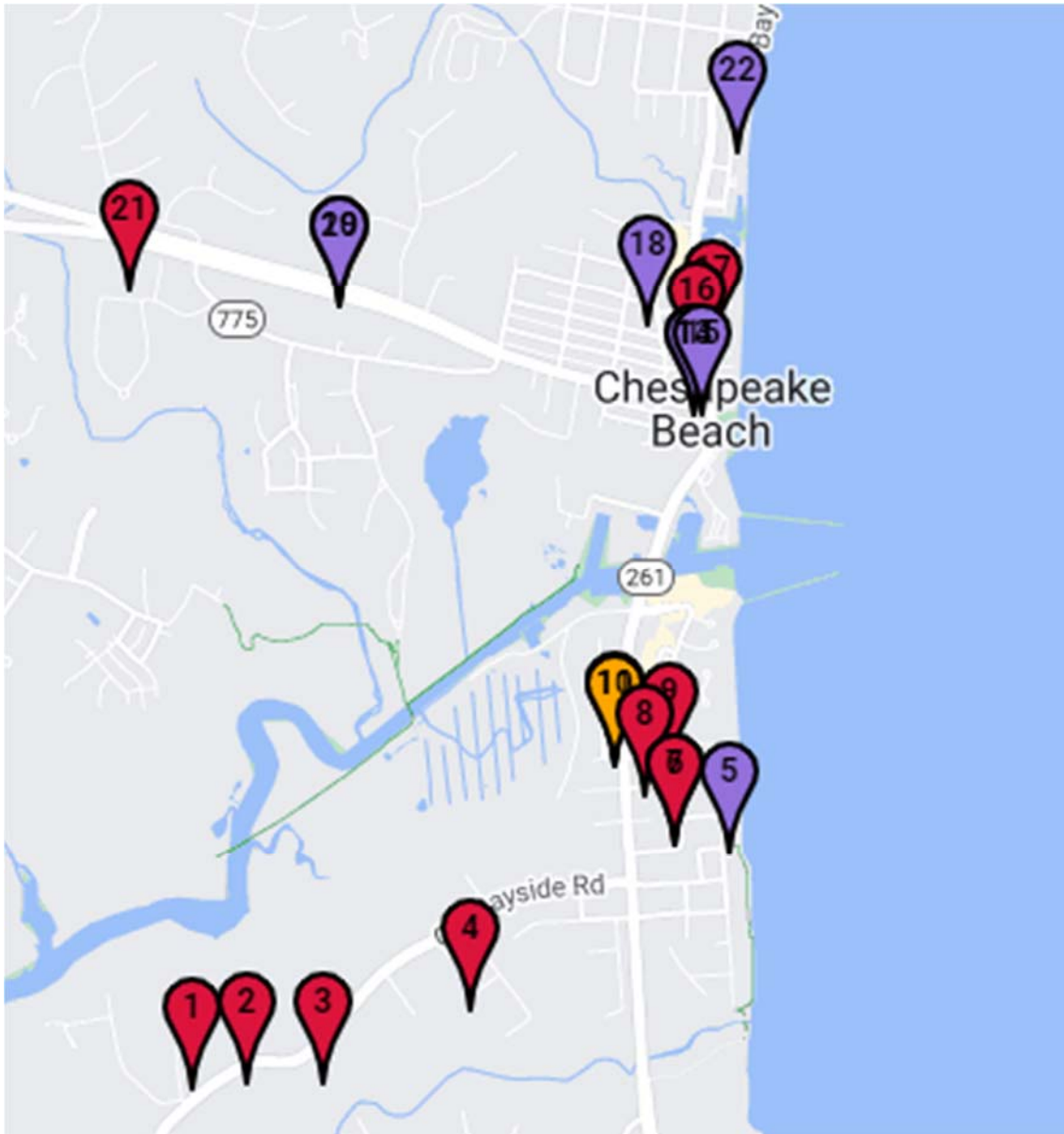


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<i>Permit #</i>	<i>Address</i>	<i>Improvement</i>
2023-59	4165 Mears Ave	Pergola

**VII. CODE ENFORCEMENT ACTIVITY:**

All **Open Code** Enforcement Cases Mapped:





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

### ALL OPEN CASES by location and violation

Case Number	Date	Location	Status	Violations
1. <a href="#">CE22-82</a>	11/18/2022	7516 OLD BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	115-3 Dangerous Buildings - Failure to Comply, Exterior Structure - Lack of minimum general maintenance, Failure to maintain a building, structure or premises, Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard
2. <a href="#">CE22-66</a>	07/27/2022	7603 OLD BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Administrative Citation Issued	Exterior Structure - Lack of minimum general maintenance, Property Maintenance - Minimum Maintenance Requirements
3. <a href="#">CE23-17</a>	03/20/2023	7685 OLD BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Stop Work Order	Zoning Permit Required, Failure to Obtain a Rental License, Zoning Infraction
4. <a href="#">CE23-4</a>	01/23/2023	3605 12TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Failure to Obtain a Rental License
5. <a href="#">CE23-30</a>	08/08/2023	7517 B St CHESAPEAKE BEACH, MD 20732	Verbal Warning Given	Operating a short term rental
6. <a href="#">CE23-24</a>	05/04/2023	7524 C St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Failure to Obtain a Rental License
7. <a href="#">CE19-91</a>	11/14/2019	7524 C St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Vehicles, Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris, Sanitary Maintenance, Property Maintenance - Minimum Maintenance Requirements
8. <a href="#">CE23-3</a>	01/23/2023	3907 16TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Failure to Obtain a Rental License
9. <a href="#">CE22-81</a>	11/16/2022	7626 C St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	115-3 Dangerous Buildings - Failure to Comply, Failure to maintain a building, structure or premises, Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris, Property Maintenance - Sanitary Maintenance - Grass, Minimum Housing Standards - Broken or Defective Windows and Door Openings, Minimum Housing Standards - Condition of the Premises A (3), Exterior Structure - Lack of minimum general maintenance
10. <a href="#">CE23-23</a>	05/04/2023	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Failure to Obtain a Rental License
11. <a href="#">CE23-29</a>	08/08/2023	7634 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Property Maintenance - Minimum Maintenance Requirements , Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris, Property Maintenance - Sanitary Maintenance - Grass, Exterior Structure - Lack of minimum general maintenance, Failure to Obtain a Rental License
12. <a href="#">CE18-10</a>	05/18/2018	7636 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard, Property Maintenance - Minimum Maintenance Requirements (B), 200-6 Violations and penalties for Property Maintenance, Property Maintenance - Sanitary Maintenance - Grass, 115-3 Dangerous Buildings - Failure to Comply, Foreclosure, 115-3 Dangerous Buildings - Failure to



## Town Administrators Report – September 2023

13.	<a href="#"><u>CE22-54</u></a>	06/28/2022	3919 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Failure to Obtain a Rental License, Property Maintenance - Minimum Maintenance Requirements , 115-3 Dangerous Buildings - Failure to Comply, 115-3 Dangerous Buildings - Failure to Comply
14.	<a href="#"><u>CE23-37</u></a>	08/15/2023	3919 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed	Constructing an Improvement within Town Rights-of-Way
15.	<a href="#"><u>CE23-36</u></a>	08/15/2023	8220 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Complaint Filed	Constructing an Improvement within Town Rights-of-Way
16.	<a href="#"><u>CE23-16</u></a>	03/20/2023	3915 27TH St CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris
17.	<a href="#"><u>CE23-28</u></a>	08/07/2023	8309 BAYSIDE Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	Exterior Structure - Lack of minimum general maintenance, Zoning Infraction
18.	<a href="#"><u>CE23-7</u></a>	02/06/2023	3814 28TH St CHESAPEAKE BEACH, MD 20732	Stop Work Order	Zoning Permit Required, Property Maintenance - Minimum Maintenance Requirements , Sanitary Maintenance
19.	<a href="#"><u>CE22-51</u></a>	06/15/2022	3325 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Administrative Citation Issued	Failure to Obtain a Rental License, Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard, Exterior Structure - Lack of minimum general maintenance, Failure to maintain a building, structure or premises, Sewer is Backed Up, Waste/Sewer Back Up, Property Maintenance - Minimum Maintenance Requirements , 115-3 Dangerous Buildings - Failure to Comply, Sewer/Water Manual Violation, Property Maintenance - Minimum Maintenance Requirements (B)
20.	<a href="#"><u>CE23-27</u></a>	07/14/2023	3325 E CHESAPEAKE BEACH Rd CHESAPEAKE BEACH, MD 20732	Notice of Violation Given	115-3 Dangerous Buildings - Failure to Comply
21.	<a href="#"><u>CE22-80</u></a>	11/07/2022	2952 HERITAGE Dr CHESAPEAKE BEACH, MD 20732	Awaiting Zoning Permit	110-15: Steep Slope Construction on or Adjacent to, Zoning Permit Required, 110-15: Steep Slope Construction on or Adjacent to
22.	<a href="#"><u>CE23-31</u></a>	08/08/2023	8709 C St CHESAPEAKE BEACH, MD 20732	Complaint Filed	Operating a short term rental



## Town Administrators Report – September 2023

New Violation Citations between July 2023 and September 2023	Total Cases
115-3 Dangerous Buildings - Failure to Comply	3
Constructing an Improvement within Town Rights-of-Way	2
Exterior Structure - Lack of minimum general maintenance	2
Failure to Obtain a Rental License	1
Operating a short term rental	4
Property Maintenance - Minimum Maintenance Requirements	2
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	2
Property Maintenance - Sanitary Maintenance - Grass	1
Sign Ordinance	1
Zoning Infraction	2
<b>Totals</b>	<b>20</b>



**Town Administrators Report – September 2023**

**CLOSED CASES from July to September 2023**

**Report Details**

<u>Case#</u>	<u>eFM Case#</u>	<u>Module</u>	<u>Status</u>	<u>Violation(s)</u>	<u>Priority</u>	<u>Street Number</u>	<u>Street Direction</u>	<u>Street Name</u>	<u>Street Type</u>
CE23-35		Code Enforcement	Closed: Voluntary Compliance	Zoning Infraction - Closed Sign Ordinance - Closed	Medium	4160		MEARS	Ave
CE23-34		Code Enforcement	Closed: Voluntary Compliance	Property Maintenance - Minimum Maintenance Requirements - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed	Medium	3610		CHESAPEAKE BEACH	Rd
CE23-33		Code Enforcement	Closed: Voluntary Compliance	Operating a short term rental - Closed	Medium	7509		B	St
CE23-32		Code Enforcement	Closed: Voluntary Compliance	Operating a short term rental - Closed	Medium	3702		CHESAPEAKE BEACH	Rd

Number of Cases: 4



## Town Administrators Report – September 2023

### Housing & Livability Rental Registry, 34 cases from July – September 2023

Case#	eFM Case#	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date
RR23-82		Application received		Medium	4012		14TH	St		20732	0503153495	Rental Application	09/12/2023	09/12/2023
RR23-81		Closed		Medium	8406		WESLEY STINNETT	Blvd		20732	0503041867	Rental Application	09/12/2023	09/18/2023
RR23-80		Application received		Medium	3901		OLD BAYSIDE	Rd		20732	0503049604	Rental Application	09/07/2023	09/06/2023
RR23-79		Notification Process		Medium	4007		CAROUSEL	Way		20732	0503101991	Rental Application	09/07/2023	09/07/2023
RR23-78		Application received		Medium	4013		12TH	St		20732	0503141594	Self Initiated	09/06/2023	09/06/2023
RR23-77		Application received		High	2479		GREEN LEAF	Ter		20732	0503172694	Self Initiated	09/06/2023	09/06/2023
RR23-76		Application received	Interior - Open	High	4002		17TH	St		20732	0503102092	Self Initiated	09/06/2023	09/06/2023
RR23-75		Application received		Medium	8406		WESLEY STINNETT	Blvd		20732	0503041867	Rental Application	09/06/2023	09/06/2023
RR23-74		Application received		Medium	8443		Clear Spring Dr	Dr		20732		Rental Application	09/06/2023	09/06/2023
RR23-73		Notification Process		Medium	4013		15TH	St		20732	0503067734	Rental Application	09/05/2023	09/05/2023
RR23-72		Application received	Interior - Open	Medium	7411		13TH	St		20732	0503062481	Rental Application	09/01/2023	09/01/2023
RR23-71		Application received	Exterior - Open Interior - Open	Medium	7621		B	St		20732	0503067947	Self Initiated	08/30/2023	09/08/2023
RR23-70		License Current		Medium	2550		WOODLAND	Pl		20732	0503166988	Rental Application	08/17/2023	08/21/2025
RR23-69		Application received		Medium	8501		Bayside	Rd	700	20732		Self Initiated	08/17/2023	08/31/2023
RR23-68		Application received		Medium	8501		Bayside	Rd	502	20732		Self Initiated	08/17/2023	08/17/2023
RR23-67		License Current		Medium	3823		CHESAPEAKE BEACH	Rd		20732	0503047423	Rental Application	08/15/2023	06/12/2025
RR23-66		Application received		Medium	3945		GORDON STINNETT	Blvd	108	20732	0503163261	Rental Application	08/11/2023	08/11/2023
RR23-65		License Expired		Medium	3945		GORDON STINNETT	Blvd	109	20732	0503163261	Rental Application	08/11/2023	08/31/2023
RR23-64		License Expired		Medium	3935		Gordon Stinnett	Ave	200	20732		Rental Application	08/11/2023	08/11/2023
RR23-63		License Expired		Medium	3861		Gordon Stinnett	Ave		20732		Rental Application	08/11/2023	03/27/2023
RR23-62		License Expired		Medium	3925		GORDON STINNETT	Ave	128	20732	0503163288	Rental Application	08/11/2023	08/11/2023
RR23-61		License Expired		Medium	3925		GORDON STINNETT	Ave	129	20732	0503163288	Rental Application	08/11/2023	08/11/2023
RR23-60		License Expired		Medium	3955		Gordon Stinnett	Ave	200	20732		Rental Application	08/11/2023	08/11/2023
RR23-59		Application received		Medium	3955		Gordon Stinnett	Ave	204	20732		Rental Application	08/11/2023	08/11/2023
RR23-58		License Expired		Medium	3955		Gordon Stinnett	Ave	206	20732		Rental Application	08/11/2023	08/11/2023
RR23-57		License Expired		Medium	3955		Gordon Stinnett	Ave	207	20732		Rental Application	08/11/2023	08/11/2023



## Town Administrators Report – September 2023

RR23-56	License Current		Medium 7987	DELORES	Ct	20732 0503164713	Rental Application	07/31/2023	06/05/2025
RR23-55	License Current		Medium 8332	CASSIDY	Ct	20732 0503191435	Rental Application	07/26/2023	07/01/2025
RR23-54	License Current		Medium 8378	LEGACY C IR		20732 0503252733	Rental Application	07/25/2023	05/02/2025
RR23-53	License Current		Medium 7509	B	St	20732 0503068285	Rental Application	07/20/2023	06/07/2025
RR23-52	Inspections in progress	Exterior - Open	Medium 3916	26TH	St	20732 0503048063	Rental Application	07/20/2023	09/14/2023
RR23-51	License Current		Medium 2330	FOREST RIDGE	Ter 7	20732	Rental Application	07/19/2023	05/05/2025
RR23-50	Inspections in progress		Medium 8346	BAY CREST	Ct	20732 0503120147	Rental Application	07/19/2023	08/30/2023
RR23-49	Inspections in progress		Medium 4009	BAND SHELL	Ct	20732 0503101614	Rental Application	07/18/2023	08/22/2023

Number of Cases: 34



**Town of Chesapeake Beach**  
**Treasurer's Report**  
 Town Council Meeting  
 September 2023

**Current Activities:**

- Ongoing close out of FY23 and Water Park 2023 Season. Audit fieldwork began the first week of September and will conclude at the end of October. Results will be discussed in November, following submission of the annual reports.
- FY24 1<sup>st</sup> quarter utility bills will be processed next month, with usage through September 30<sup>th</sup>.
  - New utility rates will be implemented during this bill cycle, with bills distributed in mid-October.

**ARPA Funding Status:**

- ARPA funding was further discussed during the May 9<sup>th</sup> and July 11<sup>th</sup> work sessions. Additional information can be found here:

[https://www.canva.com/design/DAFhIAz6djM/ EewUguB6JtF-MScpSbD\\_Q/view?utm\\_content=DAFhIAz6djM&utm\\_campaign=designshare&utm\\_medium=link&utm\\_source=publishsharelink](https://www.canva.com/design/DAFhIAz6djM/ EewUguB6JtF-MScpSbD_Q/view?utm_content=DAFhIAz6djM&utm_campaign=designshare&utm_medium=link&utm_source=publishsharelink)

*Note: costs do not include all projects discussed with Town Council, only the allocated projects*

<b>Reconciliation of Funds Allocated from ARPA</b>	
5,943,338	Total funds awarded
(200,000)	Food insecurities & food pantry services - GF
(100,000)	Calvert Library Foundation - GF
(92,186)	Storm Drain Replacement - GF
(750,000)	Saddle Replacements - UF
(500,000)	Meter Replacement - UF
(350,000)	Fishing Creek Wet Well - UF
<b>3,951,152</b>	<b>Remaining Funds</b>

392,186	Total - General Fund
1,600,000	Total - Utility Fund





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## **Town of Chesapeake Beach**

### **Engineer's Report 9-14-23**

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: Project stopped. Meeting scheduled with the Army Corps to discuss next steps and potential re-start. Messick to be in a support role as needed.

#### **Richfield Station:**

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

#### **261 Sidewalks:**

Action: Waiting for additional approvals from SHA to proceed with the RFP. 100% design RFP prepared and sent to SHA for review. NEPA approval is complete. RFP for design services to be advertised once SHA approval is received. M&A updated the 30% design level cost estimate for current economic conditions and sent it to SHA for their uses in computing the required minority participation. M&A revised the 100% CD design estimate in accordance with SHA requested format. Waiting for SHA authorization to proceed.

#### **Heritage:**

Action: Project is nearly ready for acceptance by the Town and close out of permits by the County. Working with Developer for final sign offs from County, then M&A will process the release.

#### **Kellams Field:**

Action: Calvert County variance to storm drain design has been approved. The County Grading Permit is being processed. Final bid documents for RFP release for the tot lot and storm drain are complete. The Pocket Park/Pathway project has been split out and included as a part of the pocket Parks bid. MDE is ready to issue the wetlands license and approval once the County issues the grading permit.



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### **WRTP UV Protection RFP**

Action: Johnston Construction has completed the work and a conditional acceptance meeting was held on 9/8/23. Final acceptance after the punchlist is complete to be held on or before 10/13/23.

### **Flood Resiliency Plan**

Action: Messick waiting for further direction. Final report completed.

### **Water Park**

Action: M&A working on revised layout for new park design based on citizens survey. We will then put the project for design/build proposals.

### **Pocket Parks**

Action: Supporting the construction effort as needed

### **Water Reclamation Plant Headworks**

Action: The Headworks Design has begun. McCrone is working with plant personnel to complete the study phase and sizing the facilities.

Messick, Holly & Josh Stinnett met with MDE staff and Moonshot Missions to review funding options.

### **Route 261 Pedestrian Path**

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

### **Old Bayside Water Tower**

Messick performing intermittent settlement analysis of the tower footings. No apparent settlement identified to date. Next sampling September/October 2023.

### **Water Reclamation Plant Pump Replacement**

Messick is working with plant staff to review RAS pump replacement requirements. Pump manufacturer demo scheduled for Mid September.



# CALVERT COUNTY SHERIFF'S OFFICE

## TWIN BEACHES PATROL

Date: September 7, 2023

To: Sharon Humm

From: Sergeant Stephen Moran

Re: Sheriff's Office Report-Chesapeake Beach

---

In August of 2023, the Sheriff's Office handled 193 calls for service in Chesapeake Beach. This is down from 246 calls in July of 2023.

Twin Beach deputies had 636 self-initiated (patrol checks = 574, follow-up investigations = 8, traffic stops = 54)

Twin Beach deputies received 193 calls for service by other means (citizens, alarm companies, etc)

Call Breakdown for the 193 calls, we handled:

- **Destruction of Property**
  - **08/30 – Kellam's Field – Tires Slashed – Under Investigation**
- **DUI/DWI**
  - **08/25 – Mears Ave – 1 Arrested**
  - **08/30 – Bayside Rd – 1 Arrested**
- **Assault**
  - **08/27 – Domestic Assault – Gordon Stinnett – 1 Arrested**
  - **08/30 – Domestic Assault – Gordon Stinnett – No Further Police Action**
- **Theft**
  - **08/05 – Theft of Bike – North East Community Center – Under Investigation**

- **08/09 – Theft – CVS – Under Investigation**
- **08/26 – Theft – Forest Ridge Ter – Under Investigation**
- **Miscellaneous**
  - **08/04 – Burglary – 11<sup>th</sup> Street – 1 Arrested**
  - **08/29 – Fraud – Green Leaf Ter – No Further Police Action**
  - **08/30 – Death Investigation – Meridian Court – CIB Investigating**

# August 2023 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	29	246	Firearms Complaint	0	3	Relay	0	9
Abandoned Vehicle	1	5	Fireworks Complaint	0	0	Robbery	0	1
Accident	15	69	Found Property	2	11	Search Warrant	0	2
Alarm	13	51	Fraud	1	12	Sexual Assault	0	1
Alcohol Violation	0	0	Harassment	0	12	Sex Offender Registry	0	0
Animal Complaint	1	19	Illegal Dumping	0	0	Special Assignment	3	25
Assault	2	8	Industrial Accident	0	1	Stalking	0	0
Assist Motorist	8	44	Indecent Exposure	0	0	Stolen Vehicle	0	1
Assist Other Dept	2	23	Intoxicated Person	0	1	Summons Service	10	45
Assist Sick/Injured	5	30	Kidnapping/Abduction	0	0	Suspicious Person	3	31
Attempt to Locate	14	122	Loitering	0	1	Suspicious Vehicle	3	30
Burglary	0	4	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	0	2	Loud Party/ Music	0	7	Telephone Misuse	0	0
Check Welfare	11	68	Mental Subject	0	7	Theft	4	25
Conservor of Peace	2	10	Missing Person	2	7	Traffic Complaint	5	55
Destruction of Property	2	24	Neighborhood Dispute	0	5	Traffic Control	4	110
Death Investigation	0	4	Notification	0	1	Traffic Enforcement	6	29
Disorderly	6	61	Parking Complaint	6	42	Trespassing	4	18
Domestic	11	56	Person with Weapon	0	0	Unauthorized Use MV	0	0
Escort	0	1	Police Information	7	88	Unknown Problem	0	1
Eviction	3	5	Protective/Peace Order	4	11	Violation Protective Order	1	3
Fight	2	8	Prowler	0	0	Warrant Service	1	6
Total Calls							193	1458
DUI Arrest	2	7	CDS Arrest	1	6	Other Arrest	2	36
Civil Marijuana Citations	0	4	Non Fatal Overdose	1	4	Fatal Overdose	0	0
Patrol Checks	574	4663	Traffic Stops	54	499	Follow Ups	8	57

\*\*\*\* Notes \*\*\*\*

Deputies assigned to the Twin Beach Patrol handled 109 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 2023 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	7	107	Firearms Complaint	0	1	Relay	0	11
Abandoned Vehicle	1	2	Fireworks Complaint	0	0	Robbery	0	0
Accident	3	16	Found Property	2	8	Search Warrant	0	0
Alarm	2	20	Fraud	1	2	Sexual Assault	0	0
Alcohol Violation	0	1	Harassment	1	3	Sex Offender Registry	0	0
Animal Complaint	2	16	Illegal Dumping	1	7	Special Assignment	2	23
Assault	0	3	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	3	22	Indecent Exposure	0	1	Stolen Vehicle	0	0
Assist Other Dept	1	3	Intoxicated Person	3	3	Summons Service	4	28
Assist Sick/Injured	0	18	Kidnapping/Abduction	0	0	Suspicious Person	2	14
Attempt to Locate	5	54	Loitering	1	3	Suspicious Vehicle	0	4
Burglary	0	1	Lost Property	1	2	Tampering with MV	0	0
CDS Violation	0	1	Loud Party/ Music	2	3	Telephone Misuse	0	0
Check Welfare	5	46	Mental Subject	0	2	Theft	1	11
Conservor of Peace	0	4	Missing Person	0	6	Traffic Complaint	4	12
Destruction of Property	0	13	Neighborhood Dispute	1	4	Traffic Control	0	1
Death Investigation	0	3	Notification	0	0	Traffic Enforcement	1	31
Disorderly	2	27	Parking Complaint	1	17	Trespassing	2	14
Domestic	6	34	Person with Weapon	0	2	Unauthorized Use MV	0	0
Escort	0	4	Police Information	6	45	Unknown Problem	0	1
Eviction	0	4	Protective/Peace Order	0	7	Violation Protective Order	0	2
Fight	1	1	Prowler	0	0	Warrant Service	1	3
Total Calls							75	670
Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
DUI Arrest	1	2	CDS Arrest	0	1	Other Arrest	1	22
Civil Marijuana Citations	0	2	Non Fatal Overdose	0	1	Fatal Overdose	0	0
Patrol Checks	236	1910	Traffic Stops	23	167	Follow Ups	3	23

\*\*\*\* Notes \*\*\*\*



August 2023

**Fire = 53**

AFA = 7

Brush = 0

EMS Assist = 20

Working Fire = 1

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 0

Investigation = 2

MVA = 5

Helicopter Landing = 2

Service = 12

Water Rescue = 4

**Fire** Calls dispatched in the Town of Chesapeake Beach = 43

**Fire** Calls dispatched in the Town of NB = 10

**March Fire Drill: Boat Operations**

Fundraising: Bingo

Community Events: National Night Out



## **EMS = 106**

Chest Pains = 7

Diabetic Emergency = 4

Fire Standby = 1

Motor Vehicle Accident = 6

Traumatic Injury (Non-MVA) = 22

Overdose = 0

Psychiatric = 1

Abdominal/GI = 8

Respiratory Distress = 18

Seizures = 2

Stroke (CVA) = 5

Unconscious Subject = 13

Other Non-Emergent = 19

**EMS** Calls dispatched in the Town of Chesapeake Beach = 79

**EMS** Calls dispatched in the Town of NB = 27

## **December EMS Drill: Stroke, Sepsis, and STEMI Alerts**



Passed:  
Effective:

**ORDINANCE O-23-21**

**AN ORDINANCE**  
**OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,**  
**TO AMEND THE LANGUAGE OF THE ZONING CODE REGARDING COMMERCIAL USES**  
**IN THE RV-1 ZONE**

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

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

WHEREAS, The Town Council desires to amend the Chesapeake Beach Zoning Code as it relates to commercial uses in the RV-1 Zone; and

WHEREAS, The Planning Commission and the Town Council find that further expansion of the RV-1 Zone for commercial uses would be contrary to the adopted Town Comprehensive Plan.

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

1. The zoning code for Chesapeake Beach is amended for commercial uses in the RV-1 Zone per the attached language hereby incorporated herein by reference as Exhibit “A”.

**AS CERTIFIED** by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on \_\_\_\_\_, 2023, that a public hearing was held on \_\_\_\_\_, 2023, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and \_\_\_\_\_ votes of approval and \_\_\_\_\_ votes of disapproval were cast. The resulting majority of at least 2/3 of the Council \_\_\_\_\_ (*approved/disapproved*) the passage of this Ordinance this \_\_\_\_ day of

Passed:  
Effective:

\_\_\_\_\_, 2023. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this \_\_\_\_ day of \_\_\_\_\_ 2023. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor's approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

**CHESAPEAKE BEACH, MARYLAND**

\_\_\_\_\_  
Patrick J. Mahoney, Mayor

\_\_\_\_\_  
Lawrence P. Jaworski, Council Vice-President

\_\_\_\_\_  
Valerie L. Beaudin, Councilwoman

\_\_\_\_\_  
L. Charles Fink, Councilman

\_\_\_\_\_  
Margaret P. Hartman, Councilwoman

\_\_\_\_\_  
Gregory J. Morris, Councilman

\_\_\_\_\_  
Keith L. Pardieck, Councilman

**Exhibit "A"**

**AMENDMENT TO THE TOWN OF CHESAPEAKE BEACH ZONING ORDINANCE**, Article III, Zoning Districts, Subsection 290-10, Land Use Table, and Subsection 290-11, Conditions and Standards for Conditional and Special Exception Uses

PURPOSE: To revise the above referenced sections to designate certain commercial uses as "permitted with conditions" within a duly approved and existing non-conforming mixed commercial/high density residential building in the RV-1 District.

New text is shown in: **BOLD CAPS**

Removed text is shown in: ~~Strikethrough~~

**1.** RE: Office or clinic for medical or dental examination or treatment of persons as outpatient, including laboratories incidental thereto.

A. Amend Subsection 290-10, Table 1, Land Use Classifications to make the following use a Conditional (C) use in the RV-1 District:

**OFFICE OR CLINIC FOR MEDICAL OR DENTAL EXAMINATION OR TREATMENT OF PERSONS AS OUTPATIENT, INCLUDING LABORATORIES INCIDENTAL THERETO.**

B. Amend Section 290-11, Conditions and Standards for Conditional and Special Exception Uses as follows:

Office or clinic for medical or dental examination or treatment of persons as outpatient, including laboratories incidental thereto: conditional use in the NC, TC, PC, and MC Districts, subject to the requirements of the district where located except as herein provided:

**AND WITHIN THE RV-1 DISTRICT IT SHALL BE A CONDITIONAL USE, SUBJECT TO THE REQUIREMENTS OF THE DISTRICT WHERE LOCATED EXCEPT AS HEREIN PROVIDED:**

**(1) THE USE SHALL BE AN INTEGRAL PART OF AN EXISTING AND OTHERWISE PERMITTED MIXED USE COMMERCIAL AND MULTI-FAMILY DEVELOPMENT THAT WAS PERMITTED, PLATTED, AND RECORDED PRIOR TO JANUARY 20, 2005.**

**2.** RE: Retail establishment carrying one type of interrelated goods, such as a bookstore, gift shop, florist shop.

A. Amend Subsection 290-10, Table 1, Land Use Classifications to make the following use a Conditional (C) use in the RV-1 District:

**RETAIL ESTABLISHMENT CARRYING ONE TYPE OF INTERRELATED GOODS, SUCH AS A BOOKSTORE, GIFT SHOP, FLORIST SHOP.**

B. Amend Section 290-1, Conditions and Standards for Conditional and Special Exception Uses by adding the following:

Passed:  
Effective:

**RETAIL ESTABLISHMENT CARRYING ONE TYPE OF INTERRELATED GOODS, SUCH AS A BOOKSTORE, GIFT SHOP, FLORIST SHOP: CONDITIONAL USE IN THE RV-1 DISTRICT, SUBJECT TO THE REQUIREMENTS OF THE DISTRICT WHERE LOCATED EXCEPT AS HEREIN PROVIDED:**

**(1) THE USE SHALL BE AN INTEGRAL PART OF AN EXISTING AND OTHERWISE PERMITTED MIXED USE COMMERCIAL AND MULTI-FAMILY DEVELOPMENT THAT WAS PERMITTED, PLATTED, AND RECORDED PRIOR TO JANUARY 20, 2005.**

**3. RE: PERSONAL SERVICES, INCLUDING BARBERSHOPS, SALONS, LAUNDRY, DRY CLEANING (RECEIVING STATIONS) TRAVEL AGENCY, INSURANCE, REAL ESTATE, REPAIR SHOPS FOR SHOES, BIKES, WATCHES, LOCKS.**

A. Amend Subsection 290-10, Table 1, Land Use Classifications to make the following use a Conditional (C) use in the RV-1 District:

**PERSONAL SERVICES, INCLUDING BARBERSHOPS, SALONS, LAUNDRY, DRY CLEANING (RECEIVING STATIONS) TRAVEL AGENCY, INSURANCE, REAL ESTATE , REPAIR SHOPS FOR SHOES, BIKES, WATCHES, LOCKS.**

B. Amend Section 290-11, Conditions and Standards for Conditional and Special Exception Uses by adding the following:

**PERSONAL SERVICES, INCLUDING BARBERSHOPS, SALONS, LAUNDRY, DRY CLEANING (RECEIVING STATIONS) TRAVEL AGENCY, INSURANCE, REAL ESTATE , REPAIR SHOPS FOR SHOES, BIKES, WATCHES, LOCKS: CONDITIONAL USE IN THE RV-1 DISTRICT, SUBJECT TO THE REQUIREMENTS OF THE DISTRICT WHERE LOCATED EXCEPT AS HEREIN PROVIDED:**

**(1) THE USE SHALL BE AN INTEGRAL PART OF AN EXISTING AND OTHERWISE PERMITTED MIXED USE COMMERCIAL AND MULTI-FAMILY DEVELOPMENT THAT WAS PERMITTED, PLATTED, AND RECORDED PRIOR TO JANUARY 20, 2005.**

**4. RE: ARTISTS, PHOTOGRAPHER'S GALLERY, STUDIO**

A. Amend Subsection 290-10, Table 1, Land Use Classifications to make the following use a Conditional (C) use in the RV-1 District:

**ARTISTS, PHOTOGRAPHER'S GALLERY, STUDIO**

B. Amend Section 290-11, Conditions and Standards for Conditional and Special Exception Uses by adding the following:

Passed:  
Effective:

**ARTISTS, PHOTOGRAPHER'S GALLERY, STUDIO: CONDITIONAL USE  
IN THE RV-1 DISTRICT, SUBJECT TO THE REQUIREMENTS OF THE  
DISTRICT WHERE LOCATED EXCEPT AS HEREIN PROVIDED:**

**(1) THE USE SHALL BE AN INTEGRAL PART OF AN EXISTING AND  
OTHERWISE PERMITTED MIXED USE COMMERCIAL AND MULTI-  
FAMILY DEVELOPMENT THAT WAS PERMITTED, PLATTED, AND  
RECORDED PRIOR TO JANUARY 20, 2005.**

Passed:  
Effective:

**ORDINANCE O-23-22**

**AN ORDINANCE**  
**OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,**  
**REGARDING USE OF CANNABIS SMOKING OR INGESTING ON TOWN PROPERTY AND**  
**IN ANY BUSINESS ESTABLISHMENT IN TOWN**

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CHESAPEAKE BEACH, MARYLAND**

\_\_\_\_\_  
Patrick J. Mahoney, Mayor

\_\_\_\_\_  
Lawrence P. Jaworski, Council Vice-President

Passed:  
Effective:

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Valerie L. Beaudin, Councilwoman

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Margaret P. Hartman, Councilwoman

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L. Charles Fink, Councilman

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Gregory J. Morris, Councilman

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Keith L. Pardieck, Councilman

**ORDINANCE O-23-23**

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

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

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

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

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

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

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



Passed:  
Effective:

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CHESAPEAKE BEACH, MARYLAND**

\_\_\_\_\_  
Patrick J. Mahoney, Mayor

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Lawrence P. Jaworski, Council Vice-President

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L. Charles Fink, Councilman

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Gregory J. Morris, Councilman

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Keith L. Pardieck, Councilman



## **OFFICE OF THE PLANNING COMMISSION**

**TO:** Mayor and Town Council

**FROM:** Kathleen Berault, Chair, Planning and Zoning Commission

**DATE:** September 21, 2023

**RE:** Planning and Zoning Meeting Report

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The Planning and Zoning Commission welcomed its newest Commissioner, Rachel Larsen Weaver. Commissioner Larsen Weaver is a lifelong resident of the Town. Commissioner Larry Brown was reappointed to another term by Mayor Mahoney. A Commissioner's term is for five (5) years. The Commission is now fully staffed.

The review of the Town of Chesapeake Beach's Critical Area Program, its definitions and the expansion of the footage for protection and safeguarding the area continued. Discussion of the State's changes to the ordinances effect our code. It is important to ensure that the State and the Town's codes are in concert with each other and to revise accordingly if not. The bulk of the ordinance's are based on the Code of Maryland Administrative Regulations (COMAR) and require approval by the State. If they are not a COMAR regulation, they can be revised by the Town.

Increasing the amount of fiscal Fees in Lieu sanctions in the Buffer areas was discussed. The Commission will research the appropriate amount for Fees based on current economic conditions. To date, Fees in Lieu were last modified 13 years ago.

The Planning Administrator will revise and provide a draft regarding protecting and preserving trees in the Critical Area. This revision will address safeguarding requirements to Individual Trees which will include the definition of a tree. Proper application and sanctions will also be identified.

There was no meeting held in August due to staffing limitations. It was hoped to finalize the Critical Area Draft prior to the departure of the Planning Administrator for his new position.

Signage will be addressed at the next meeting if time allows. The Commission intends to revisit development on Housing as it relates to steep slopes based on recommendations from the Comprehensive Plan. The size of housing and amount of disturbance will be discussed.

# **Chesapeake Beach Oyster Cultivation Society Report**

**August 2023**

## **Chesapeake Beach Town Council Meeting**

August was a busy month for the CBOCS team. The preparations for the CCPS 5<sup>th</sup> grade field trips have begun and as well as planning for our annual spat-on-shell planting.

- Sue Alexander traveled to UMDES Horn Point Lab with two Naturalists from the Calvert County Parks and Rec Department to purchase spat-on-shell for the CCPS 5<sup>th</sup> grade field trips to Fishing Creek. The Director of the Lab gave them a tour of their Oyster growth facility.
- CBOCS volunteers along with the Chesapeake Beach DPW began preparing the Oysterarium on Fishing Creek for the field trips. The tank was cleaned out, a pump was replaced and the equipment necessary for maintenance of the tank was cleaned. The spat received from Horn Point was placed in the tank and is being monitored by CBOCS throughout the Field Trip sessions.
- The teaching Naturalists from Parks and Rec spent a day with Sue on the trail preparing, counting and measuring their test sample of spat and the equipment room was inventoried for the required teaching materials/equipment.
- CBOCS volunteers were contacted for logistical support of the field trips and a working schedule for the months of September and October has been created.
  
- A request was sent out to CBOCS membership for volunteers to over-winter spat-on-shell in cages on their own piers. The spat will then be collected by CBOCS and planted on our reef in the spring. The MGO (Maryland Grows Oysters) program has made this a requirement for receiving free spat for our reef this year. 5 volunteers (including CBOCS itself and the Rod N Reel) are participating in the program for a total of 16 cages and 11 bags of spat-on-shell. Delivery will be made in September.
  
- Sue Alexander met with Greg Bowen and Mary Hoover of the ACLT to discuss two projects they are promoting. The first effort is to designate Fishing Creek a Rural Legacy Area, a voluntary program to preserve land along the creek. They have asked CBOCS to assist, when possible, in supporting this effort.
  
- The second project is to promote a “Friends of Fishing Creek” group that would promote maintenance of the overall health of Fishing Creek as well as educate local citizenry on good environmental practices. It was agreed that since Chesapeake Beach already has CBOCS and the CB Green Committee, a third group would be redundant. CBOCS will work with ACLT to promote the mission of the Friends groups.
  
- Sue and Melanie Crowder have been working with Holly Wahl to update the CBOCS website.

## **Green Team Committee Meeting Minutes**

**August 24, 2023**

The meeting was called to order at 6:30 at Water Park Pavilions.

Attendees:

Melanie Crowder

Sally Bissell

Sue Alexander

Linda Draper

Joanne Mattingly

### **Upcoming Events**

- Taste the Beaches Saturday Sept 9 Noon - 5
- Paddle and Pathway pickup Saturday Oct 7 9:00 am
- Greg Kearns – Osprey Talk Saturday Feb 24, 2024 10:00am
- Spring Cleanup – April 20, 2024

### **Tree City**

- Holly Wahl is scheduling the first meeting of the Town Tree Committee.
- Melanie and Sue are meeting with Holly Sept 5 to discuss next steps, tree planting at BFP Boardwalk and Dark Star Lane as first Tree City project, and other outstanding issues.
- Holly has ordered trees for the above project to be delivered Oct 12. Date to plant will be announced shortly. Boy/Girl Scouts have been contacted to help with planting. Landscapers will dig holes.
- Aug 29<sup>th</sup> – Ryan from DNR will meet Team members at Town Hall at 9:30am to design layout of trees to be planted and requirements for maintenance.

### **Walkability Committee and Kellam's Field Renovation**

- The committee is still waiting on feedback from Holly Wahl regarding recommendations for replacement trees in Kellams parking lot.

### **Paddle and Pickup**

- Checklist of items that need to be completed for this event:

- Melanie will order flyers from Erica to advertise at Rolands, library, Community Center and will forward them to Joanne/Linda for distribution. Sue will post one on the message board at the Oysterarium.
- Holly has ordered banner for Vets Park
- Madeleine and Joanne will coordinate with Holly to obtain all the supplies: Tables, chairs, large and small trash bags, pickers, gloves etc.
- Larry Ringgold will provide larger boat for pickup of trash bags from kayakers
- Trash will be deposited back at the registration tables. Jay Berry will be notified for pick up. Get Picture of all bags at the end of the day for posting.
- Two registration tables will be setup – one at Boardwalk entrance – one at the kayak launch. Nettie, Joanne, Sue and Melanie will man the tables along with anyone else who wants to help.
- Sue will bring trifold table board and signup sheets for Green Team; also will pickup some donuts and coffee.
- Joanne – check with Erica at the NECC for their specific registration forms (different from the Green Team signup sheets)

### **Education**

- Education of Bayfront Staff – 15 people showed up for the Nature Walk, primarily BFP staff. They enjoyed the talk/walk and it was agreed that the walk will be presented again in early spring before season begins.
- Greg Kearns has been recommended to give a talk on Ospreys February 24, 2023 at NECC as part of our annual educational seminars. Cosponsored by CBOCS and NB Wetlands Overlook Park.

### **Rail Trail**

- 5 Boy Scouts and 3 Girl Scouts with chaperones joined Sue on Aug 25 to clean Rail Trail signs. Scout Leader indicated he is very interested in getting his scouts involved in future local Chesapeake Beach projects.

### **New Business**

- Recommendation made to review Goal and Mission statement for Team as shown on Town Website.
- Recommendation made to review Idea Bank and prioritize future projects.
- 

**This meeting was adjourned at 7:30 pm**

**The next meeting of the Green Team will be at 6:30 pm on Thursday Sept 28th at the pavilion by the water park.**



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

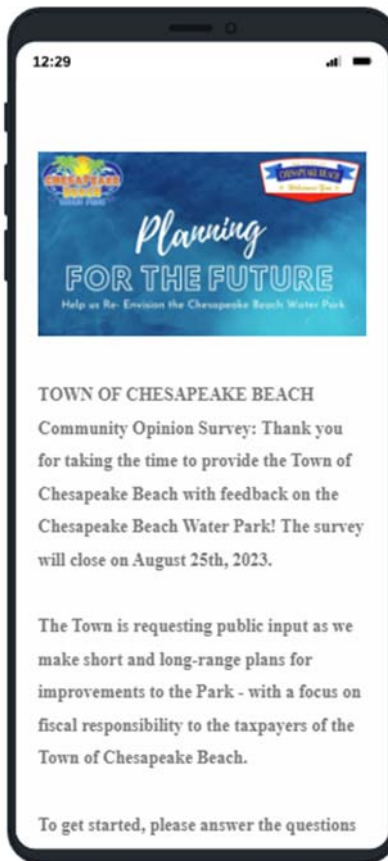
Subject: Chesapeake Beach Water Park

Date: September 15, 2023

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## I. BACKGROUND:

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



## II. REVIEW OF DATA:

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



To: The Honorable Mayor and Town Council

From Holly Wahl, Town Administrator

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

Date: September 15, 2023

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## **I. BACKGROUND:**

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

## **II. PRICING:**

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

## **III. RECOMMENDATION:**

The Town Council approved a CBWRTP FY24 budget that accounts for \$25,000 in expected spare parts inventory purchases. It is recommended that the Town Council authorize the Town Administrator to purchase the modules for all the PLCs evaluated at a criticality of 3 or higher, which is estimated not to exceed \$22,000.00.



# Quotation

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

QUOTE DATE	QUOTE NUMBER	PAGE NO.
09/15/2023	S137594315	1 of 4
CUST PO#:		
JOB/REL#:		

**QUOTE TO:**

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

**SHIP TO:**

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

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON	
215012	443-532-5958	Josh Stinnett	HOUSE	
WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	09/15/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1734-OE2C POINT I/O 2 POINT ANALOG OUTPUT MODULE  Currently 26 EA in stock locally at Rexel Pn: 69430 UPC: 61259820529		447.470/EA	447.47
1EA	AB 1769-IF4XOF2 COMPACTLOGIX 6 PT A/I AND A/O MODULE  In stock at the Factory. 1-2 weeks delivery Pn: 66669 UPC: 61259828621		886.883/EA	886.88
1EA	AB 1769-IF4 COMPACTLOGIX 4 PT A/I C AND V MODULE  Currently 9 EA in stock locally at Rexel Pn: 4786 UPC: 66246899293		733.448/EA	733.45

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>  
 Full phone support at (888) 739-3577  
 \*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Sales Tax	
<b>Total</b>	





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WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	09/15/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-OF8C COMPACTLOGIX 8 PT A/O CURRENT MODULE  Currently 6 EA in stock locally at Rexel Pn: 41622 UPC: 66246886162		2193.100/EA	2193.10
1EA	AB 1769-L30ER COMPACTLOGIX 1 MB ENET CONTROLLER  Currently 12 EA in stock locally at Rexel Pn: 359788 UPC: 88563010127		2976.253/EA	2976.25
1EA	AB 1769-L33ER COMPACTLOGIX 2 MB ENET CONTROLLER  Currently 14 EA in stock locally at Rexel Pn: 357022 UPC: 88563010122		4232.388/EA	4232.39

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WRITER		WRITER PHONE#	WRITER EMAIL	
Laura Ross			Laura.Ross@RexelUSA.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	09/15/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 1769-L36ERM COMPACTLOGIX 3 MB MOTION CONTROLLER		7328.868/EA	7328.87
	In stock at the factory. 1-2 weeks delivery Pn: 359794 UPC: 88563010123			
1EA	AB 1734-FPD POINT I/O FIELD DISTRIBUTOR MODULE		152.460/EA	152.46
	Currently 8 EA in stock locally at Rexel Pn: 68776 UPC: 61259820688			
1EA	AB 1769-PA4 CMLPX SELECTABLE AC 4A/2A POWER SUPPLY		673.977/EA	673.98
	No stock available. Factory lead time is currently 11/29/2023 Pn: 19375 UPC: 61259827688			

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215012	443-532-5958	Josh Stinnett	HOUSE	
WRITER	WRITER PHONE#	WRITER EMAIL		
Laura Ross		Laura.Ross@RexelUSA.com		
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laura Ross	ROUTE 508	PROX 25th	09/15/2023	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1EA	AB 1769-PB2 COMPACTLOGIX DC 2A/0.8A POWER SUPPLY  Currently 7 EA in stock locally at Rexel Pn: 68743 UPC: 66246899296	412.457/EA	412.46	
1EA	AB 1734-AENT POINT I/O ETHERNET NETWORK ADAPTOR  Currently 10 EA available locally at Rexel Pn: 56431 UPC: 61259829043	712.086/EA	712.09	

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".  
 Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>  
 Full phone support at (888) 739-3577

Subtotal	20749.40
S&H Charges	0.00
Sales Tax	0.00
<b>Total</b>	<b>20749.40</b>

### Exhibit A

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

TOTAL \$ 32,335.79

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

CRITICALITY ≥1 \$ 27,501.15

CRITICALITY ≥2 \$ 22,756.47

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

CRITICALITY ≥4 \$ 14,428.34

CRITICALITY =5 \$ 10,195.95



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Rod & Reel Public Works Agreement (PWA)

**Date: September 8, 2023**

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## **I. BACKGROUND:**

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

## **II. SECOND AMENDMENT TO THE PWA:**

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

## **III. RECOMMENDATION:**

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

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 21<sup>st</sup> 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 17<sup>th</sup> day of May, 2018.

By: Holly K. Wall  
TOWN ADMINISTRATOR

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

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

Approved as to form and legal sufficiency this 17<sup>th</sup> 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 23rd day of September, 2021, between CHESAPEAKE BEACH, MARYLAND (hereinafter, "the Town"), a Maryland municipal corporation and body politic, and Rod & Reel, Inc. (hereinafter, the "Developer"), being the owner of certain land in the Town proposed for redevelopment of the property known as Lot 1 and Residue Tract One, (hereinafter, "the Subdivision"), as per a deed recorded at Liber 235, Folio 524 in the Land Records of Calvert County, Maryland and as shown on a plat thereof recorded among the plat records of Calvert County, Maryland, at KPS 2, Plat No. 122.

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

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

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

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

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

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

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

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

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

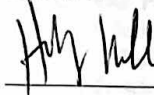
4. Section 8 is amended to extend the duration of the Public Works Agreement #1 for an additional twenty-four (24) months after the execution of this Amendment.

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

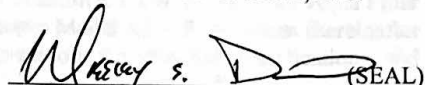
6. Except as modified by this First Amendment, all other provisions of Public Work Agreement #1 shall remain and continue in full force and effect.


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

ATTEST:

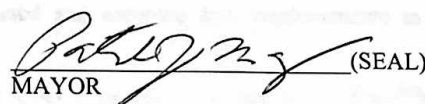
  
\_\_\_\_\_

DEVELOPER: ROD & REEL, INC.

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

  
\_\_\_\_\_

CHESAPEAKE BEACH MARYLAND

By:  (SEAL)  
MAYOR

APPROVALS:

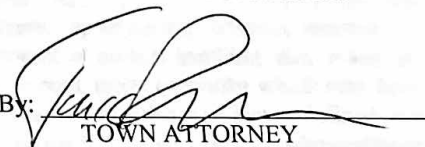
Approval of the Town Administrator this 22<sup>nd</sup> day of September, 2021.

By:   
TOWN ADMINISTRATOR

Approval of Zoning Administrator this 22<sup>nd</sup> day of September, 2021.

By:   
ZONING ADMINISTRATOR

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

By:   
TOWN ATTORNEY

Storm Filter Maintenance, Inspection and Access Agreement

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

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

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

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

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

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

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

For Town:

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

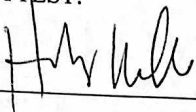
For Developer:

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

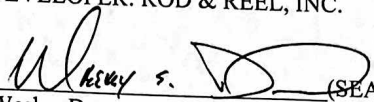
- (b) This Agreement is binding upon and inures to the benefit of the successors in interest and assigns of the parties.
- (c) This Agreement shall be subject to and construed in accordance with the laws of the State of Maryland.
- (d) The foregoing constitutes the entire agreement between the parties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


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

ATTEST:

  
\_\_\_\_\_

DEVELOPER: ROD & REEL, INC.

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

  
\_\_\_\_\_

CHESAPEAKE BEACH MARYLAND

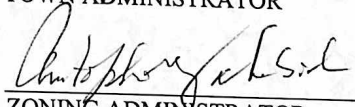
By:  (SEAL)  
MAYOR

APPROVALS:

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

By:   
TOWN ADMINISTRATOR

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

By:   
ZONING ADMINISTRATOR

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

By:   
TOWN ATTORNEY



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			
<b>Water Line Installation</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
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
<b>Sewer Installation</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
9	Install New Manhole No. 3	1	EA	\$10,000.00	\$10,000.00
<b>Storm Drain Installation</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
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
<b>Pavement, Curb and Gutter, Sidewalk, Ramp, Relocate Fence, Light, Remove Curb&amp; Gutter and Sidewalk, and Landscaping</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
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	<del>\$5,000.00</del> \$ 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	<b>Total</b>				<b>\$580,887</b> \$34,548

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

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

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

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

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

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

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

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

ATTEST:

DEVELOPER: ROD & REEL, INC.

\_\_\_\_\_

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

CHESAPEAKE BEACH MARYLAND

\_\_\_\_\_ By: \_\_\_\_\_(SEAL)  
MAYOR

APPROVALS:

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

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

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



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Town of Chesapeake Beach Tree Board

**Date: September 15, 2023**

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## **I. BACKGROUND:**

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

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

## **II. RECOMMENDATION:**

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

### **Appointed Members:**

Sue Alexander (Chesapeake Beach Green Team Member)

Melanie Crowder (Chesapeake Beach Green Team Member)

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

Keith Pardieck (Member of Town Council)

Kathleen Berault (Chair of the Planning and Zoning Commission)

Ken Rasmussen (Chesapeake Beach Green Team Member)