



TOWN COUNCIL INFORMATIONAL WORK SESSION AGENDA SEPTEMBER 8, 2021

This meeting is being conducted virtually to limit health risks of COVID-19. To join via the web, please use the link <https://us02web.zoom.us/j/8697557180> Once connected by computer join via computer audio or by dial in with your unique Participant ID to join your audio and video. To view by phone dial (929) 205-6099 and enter the Meeting ID: 869-755-7180. *Participants should remain muted.* Direct meeting access links and meeting recordings are available at www.chesapeakebeachmd.gov.

I. Call to Order and roll call

II. Pledge of Allegiance

III. Work Session to discuss the following:

- 1. Moratorium**
- 2. Planning Commission Transmittal, Zoning Text Amendments**
- 3. Water Reclamation Treatment Plant Capital Improvements**
- 4. Water Reclamation Treatment Plant Electric Bus Bar Replacement**
- 5. Public Works Agreement**
 - Richfield Station
 - Rod N Reel
- 6. Memorandum of Understanding with the Board of Commissioners of Calvert County Government regarding the Highlands Sewer Connection.**
- 7. Public Works Vehicle Purchase**

IV. Council Lightning Round

V. Adjournment

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

(410) 257-2230

(301) 855-8398

Resolution R-21-3

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

WHEREAS: The Town Council of The Town of Chesapeake Beach is responsible for matters relating to the orderly growth of the Town of Chesapeake Beach.” Town of Chesapeake Beach, MD Code (hereinafter Code) § 290-31(A) Purpose; and

WHEREAS: The Planning Commission “shall prepare and recommend a Comprehensive Plan for the Town of Chesapeake Beach, and review and update said plan at least once every six years.” Code § 290-31(A)(1); and

WHEREAS: The Town’s Comprehensive Plan 2010 Update was adopted on January 20, 2011 and must be reviewed every 10 years. Md. LAND USE Code Ann. § 3-303(a) Required review; and

WHEREAS: Adoption of zoning laws, planned development ordinances and regulations, subdivision ordinances and regulations and other land use ordinances and regulations shall be consistent with the Comprehensive Plan. Md. LAND USE Code Ann. § 3-303(b) Implementation. review; and

WHEREAS: The Planning Commission began the process of updating the Comprehensive Plan by holding Town Workshops on September 12 and 18, 2018, during which five themes emerged, one of which is “Preserving and Enhancing our Small-Town Charm.”
https://www.chesapeakebeachmd.gov/sites/g/files/vyhli4261/f/uploads/vision_2040.pdf ; and

WHEREAS: The direction provided by the workshops, and subsequent work on the update to the Comprehensive Plan, require a rewrite of the previous, Comprehensive Plan 2010 Update; and

WHEREAS: While updating and rewriting the Town Comprehensive Plan, the Planning Commission must also complete its routine workload; and

WHEREAS: The Planning Commission recently recognized a need for near-term interim actions to mitigate against the time necessary to address the challenges of incorporating the express desires of the public into the next Comprehensive Plan update:

(A) At the September 23, 2020 meeting on the Land Use section of the Comprehensive Plan update, there was extensive discussion of actions necessary to preserve small-town charm including limiting building heights, reducing density, and designation of resource conservation areas.

(B) The November 12, 2020 agenda included “discussion on zoning & height limits.”

(C) The December 2, 2020 Comprehensive Plan work session included a lengthy discussion of building heights in the Town Center and Maritime Mix Use areas, and types of family structures to be allowed in residential zoning districts.

WHEREAS: The Planning Commission, after extensive study and deliberation in open meetings and work sessions, anticipates that it will recommend a revised Comprehensive Plan and implementing ordinances that will address the significant foreseeable challenges the community is and will face, including among others:

- (A) Rising groundwater tables, storm damage potential, increases in the projected depth and extent of flooding and storm surge, and the threat to public and private infrastructure and buildings related to rising water levels in the Chesapeake Bay,
- (B) The instability and potential erodibility of steep slopes, shorelines, and lands “made” through the historic reclamation of marshes and the irreparable loss of scenic natural beauty caused by the clearing of forests and poorly planned development,
- (C) Proposals for construction of large and tall buildings that would degrade the Town’s scenic vistas and the view of the water which are vital to the aesthetic and cultural values of Chesapeake Beach and antithetical to the public’s desire to “Preserve and Enhance our Small-Town Charm.”,
- (D) The paucity of vacant or undeveloped property to address the existing deficit in neighborhood park space,
- (E) The adoption of new standards to guide the design of future buildings and building sites into ways that preserve the character of the Town;
- (F) The safety and convenience of walking in Town generally and along MD Route 260, within the areas zoned for commercial development where the calming of traffic speeds is insufficient, and the quality of the pedestrian environment is poor; and
- (G) The exponentially increasing popularity of the North Beach Farmers Market and Beach Boardwalk over the past 10 years adding traffic along MD Rt. 260 and MD Rt. 261.
- (H) Recent high intensity development at the Rod-n-Reel site with traffic implication that have not yet been assessed and cannot be accurately assessed due to the COVID-19 Pandemic.
- (I) Recent completion of and ongoing development of large-scale residential neighborhoods over the past 10 years with traffic implications that have not yet been assessed and cannot be accurately assessed due the COVID-19 Pandemic.

WHEREAS: In order to address the aforementioned challenges and others, the Planning Commission’s emerging recommendations and policies, are departing in significant ways from the currently adopted plan and Zoning Ordinance, including in the areas of land use, development intensity, the height of buildings, and the protection of environmental resources; and

WHEREAS: The Planning and Zoning Commission endeavors to have a draft of the revised Comprehensive Plan ready for public review in 2021, and a public hearing and approval by the Town Council, Calvert County and the State of Maryland in 2022, and public input currently continues regarding the Comprehensive Plan review; and

WHEREAS: The Planning and Zoning Commission also has the authority under the Town Code, Chapter 290 (Zoning Ordinance) and Chapter 245 (Subdivision of Land), to review and take action to approve or deny development site plans and subdivision plats respectively; and

WHEREAS: On January 29, 2021, the Town received, in one delivery, applications for four separate major development site plans and one major subdivision plat, and the Planning Commission has determined upon advice of the Zoning Administrator that such an unprecedented project submittal imposes an administrative burden on the Planning Commission which would either forestall the timely

completion of the Comprehensive Plan and any implementing ordinances, or foreclose the opportunity for the public participation and deliberation on the draft plan the Commission believes is in the public interest as well as additional burden of public resources in the review of applications that will be the subject of development changes that are presently unknown; and

WHEREAS: In light of the aforementioned challenges and informed by the aforementioned deliberations, the Planning Commission believes (1) such development proposals and other major projects could prove to be poorly planned and harmful to community health, safety and wellbeing, (2) the challenges the Town is seeking to address could be compounded by major development projects that are not in tune with the new Comprehensive Plan or compliant with forthcoming ordinances and guidelines, and (3) intensive development within the Town's coastal areas, or on forested land or hillsides, can worsen risks and foreclose opportunities to reasonably manage private development and program essential public infrastructure; and

WHEREAS: The Planning Commission has determined that it is in the public interest to preserve the status quo in further application reviews until the new Comprehensive Plan and implementing ordinances are completed, transmitted to the Mayor and Council, and then adopted;

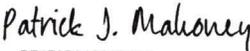
THEREFORE, BE IT RESOLVED THAT:

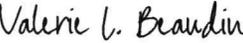
The Town Council of the Town of Chesapeake Beach adopts this temporary moratorium on the review of all currently filed development applications as well as the filing of any new applications during the existence of this moratorium. This moratorium is expected to last for nine (9) months from the date of the adoption. All time periods for any development project are hereby stayed until this moratorium is terminated by the Planning Commission and Town Council for any currently filed or future applications unless otherwise stated herein. This moratorium does not apply to Category 2 applications. This Resolution may be amended in the best interest of the Town and public. This Resolution and moratorium does not apply to certain properties and development activities that are of record (Grandfathered) prior to the date of adoption of this moratorium (as defined in Code §245-7 and §245-6, respectively), and any project currently in the development approval system which has received development plan and/or plat approval from the Commission.

This moratorium does not apply to reviews, revisions and approvals that do not require Planning Commission consideration but are of such minor and routine nature that, under the Code, can be approved by the Town Zoning Administrator. Neither should the moratorium restrict the Planning Commission from initiating work related to its assigned responsibilities under the Town Code.

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

Approved on: March 18, 2021

DocuSigned by:

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Patrick J. Mahoney, Mayor

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Valerie L. Beaudin, Councilwoman

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Derek J. Favret

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Derek J. Favret, Councilman

DocuSigned by:

Lawrence P. Jaworski

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Lawrence P. Jaworski, Councilman

DocuSigned by:

Keith L. Pardieck

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Keith L. Pardieck, Councilman

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L. Charles Fink

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L. Charles Fink, Councilman

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Gregory J. Morris

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Gregory J. Morris, Councilman

Sharon DeNunzio

Town Clerk

MEMORANDUM

To: Patrick " Irish" Mahoney, Mayor
Via: Holly K. Wahl, Town Administrator
From: Christopher Jakubiak , AICP Town Planning and Zoning Administrator
cc: Larry Brown, Chairman, Planning and Zoning Commission
Date: September 1, 2021
RE: Planning Commission Transmittal, Zoning Text Amendments

On August 25, 2021, the Planning and Zoning Commission approved a motion to transmit to the Mayor, Town Council, and Town Administrator the attached amendments to the Zoning Ordinance with a favorable recommendation.

Section 290-29B2 of the Zoning Ordinance provides that the Planning Commission may initiate proposals to amend the text of the Zoning Ordinance. The attached are the Commission's recommended amendments, and per 290-29C, no such amendment shall become effective until the Mayor and Council hold a public hearing on the proposed amendments.

Please let me know if I can provide further information or answer any questions.

**PLANNING AND ZONING COMMISSION
PROPOSED ZONING ORDINANCE AMENDMENTS**

BUILDING HEIGHTS IN THE TOWN OF CHESAPEAKE BEACH

The following recommended set of amendments to Chapter 290 of the Town Code of Chesapeake Beach, Zoning Ordinance limit the height of all new buildings within all zoning districts within the Town to 35 feet.

Amendment 1

Amend Section 290-19A, Tables, Requirements, Exceptions as noted below to change the maximum building height in the Residential High-Density (R-HD) district from 50 feet to 35 feet and in the Maritime (M) district from 70 feet to 35 feet and a note to the table regarding the height of buildings in the designed floodplain.

		Setbacks, Open Space and Height						
		Zoning Districts						
		R-LD	R-MD	R-HD	R-V	C	M	RC
A.	Minimum front yard setback (feet) ¹	15	15	15	15	10	10	25
B.	Minimum side yard setback (feet) ²	8	8	8	8	8	8	75
C.	Minimum rear yard setback (feet) ³	20	20	20	20	20	20	25
D.	Minimum open space ⁴	40%	30%	15%	15%	15%	20%	60%
E.	Maximum building height (feet) ⁵	35	35	50	35	35	70	35
				<u>35</u>				<u>35</u>

Add the following note to the bottom of the table and number it 6:

“6. For those buildings in the designated 100-year floodplain, the 35-foot building height limit may not be exceeded by the required amount of the Flood Protection Elevation, as defined in the Floodplain Management Ordinance”.

Amendment 2

Amend Section 290-19 to remove the method for measuring building height for multifamily and commercial buildings which allows building height to be taken from the first floor of the livable space when off-street parking is provided underneath that livable space, by deleting subsection (2) as follows:

- L. Height exceptions to maximum regulations.
 - (1) Church spires, chimneys, antennas, and other structures normally built or located above the roof and not devoted to human occupancy may exceed the height regulations of the district in which they are located by one foot for every one foot of setback of the structure (e.g., chimney, spire) from the closest side lot line.
 - (2) ~~For multiple family dwellings and commercial uses, the finished lot grade used to establish the maximum building height shall be considered the first floor of living space, measured at the front door, for any structure for which off street parking is provided underneath the living space, so long as the off street parking space is no higher than one foot for every one foot of setback of the structure from the closest lot line.~~

Amendment 3

Amend Section 290-15, Bonus Density Overlay District to eliminate the ability of the Planning Commission, through its authority to approve site plans, to authorize an increase in the height of a buildings located within the Bonus Density Overlay District up to 50 feet, by deleting subsection E as follows:

- ~~E. Building height. For the purposes of this section and provided that the conditions set forth in Subsection D above are met, the Planning commission may authorize an increase in height of multifamily buildings to a maximum of 50 feet measured to the eave, plus a habitable roof, provided that the side yard setbacks shall be not less than 25% of the building height, measure to the highest point on the roofline, or 10% of the building width, which is greater.~~



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

From: Holly Wahl, Town Administrator

Date: September 2, 2021

BACKGROUND:

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

BIDDING:

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

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

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

REVISED PROPOSAL AND WORK PLAN:

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

FOR TOWN COUNCIL REVIEW:

McCrone Proposal (shown as Exhibit "A").

MCCRONE

ENGINEERS ■ SURVEYORS ■ PLANNERS

July 15, 2021

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

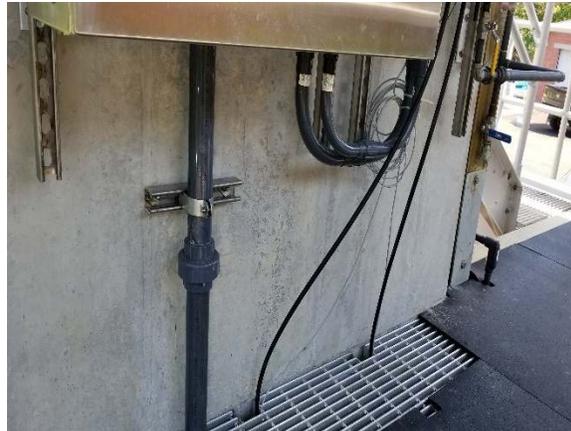
ATTN: Wayne Newton, P.E, President

RE: CHESAPEAKE BEACH CLARIFIER COVER DESIGN PROPOSAL

Dear Wayne:

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

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



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

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

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

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

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

PROJECT COST

The estimated cost of the work is as follows:

Design

Initial Site Visit

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

Prepare Site Plans and Detail Sheet

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

Prepare Specifications

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

Review Meeting and Address Town Comments and Resubmit

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

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

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

Services During Construction

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

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

Assumptions And Exceptions

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

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

PROJECT COST

Construction Services

Pre-Construction/Progress Meetings (4 Meetings)

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

RFI, FO and RFP Review

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

Consultation during Construction

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

Shop Drawing Review

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

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

Final Inspection/Acceptance

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

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

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

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

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

Very truly yours,

McCRONE



Robert M. Sell, P.E.
Principal



To: The Honorable Mayor and Town Council
Subject: WRTP Electric Bus Bar

From: Holly Wahl, Town Administrator

Date: September 3, 2021

I. BACKGROUND:

A section of the Electric Bus Bar in MCC 3 needs replacing in the Blower Building. Staff is waiting for quotes for this work from Bailey & Shipp Electric and Eaton to perform the work. This Electric work is High Voltage work and only Certified Electricians can perform this type of work. Eaton will assist and certify the work was installed correctly. The Electric Bus Bar section that requires replacement is on the VFD Blowers to the Basins on vertical bank 4 but the entire 4 bank Bus Bar will be replaced. The backup Blower is presently operating; however, this is an emergency purchase due to the critical nature of the basin operation.

II. RECOMMENDATION:

It is recommended that Town Council consider proposals for this work at the September 16th Town Council meeting.



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

From: Holly Wahl, Town Administrator

I. BACKGROUND:

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

II. PUBLIC WORKS AGREEMENTS BEING REVIEWED:

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

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Grading

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

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

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; and

WHEREAS, it is a requirement of Article VII, “Improvement Guarantees”, of the Subdivision Regulations of Chesapeake Beach that the Developer enter into a Public Works Agreement with the Town and that the Developer shall furnish the Town a cash or corporate bond, or letter of credit, in order to protect the Town from any loss due to failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the Improvements”) in the Subdivision; and

WHEREAS, it is the purpose of this Agreement to ensure that the required Improvements will be completed, to set forth the terms and conditions under which the said Improvements are to be constructed and eventually accepted by the Town, to guaranty the proper and timely completion by the Developer or its assigns of all required Improvements, which include grading, in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phases 3A, 3B and 4 in accordance with the current design Specifications and Design Standards for Grading and Sediment Control contained in SCS and MDE Standards, Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and all other rules, regulations, and special instructions issued by the Town, its designee, or the County, State or Federal governments, for the Subdivision. Said plans and specifications, including, if any, but not limited to, profiles, cross-sections, and proposed schedule of completion, are described in a Schedule of Documents attached hereto as Exhibit 1 and both the Schedule and the documents themselves are made a part hereof. All construction costs are to be paid by the Developer.

1. Improvements(s)

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

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

NAME OF FACILITY

LENGTH

STATION NOS.

LOCATION

A. Completion of Mass Grading

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

B.

C.

D.

E.

2. Construction Bonding.

Associated construction shall be guaranteed by the Developer by the posting of a single security or a combination of securities. The security, or securities, shall be in the form of cash, letter(s) of credit, or bond(s) (hereinafter, in whichever form, "the Performance Bond") using the form designated by the Town. The Performance Bond shall guaranty that the work undertaken in the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the Improvements. The cost estimate prepared by the Developer's engineer shall include the cost of the construction for the completion of Mass Grading for Phases 3A, 3B and 4 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of Costs attached hereto as Exhibit 2.

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

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town, SCS and/or MDE of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The release of the Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the grading Improvements pursuant to Section 6 hereof. The Town, acting through the Engineer representing the Town of Chesapeake Beach, shall determine, in its sole discretion, whether all work is satisfactory and release the bond or, in the alternative, determine that the work is unsatisfactory and give the Developer a punch list of items to be corrected before the work is accepted and bond released. Upon failure of the Developer to remedy said defects within sixty (60) days after notice thereof has been given, the Performance Bond shall, at the option of the Town, be forfeited and the Developer and surety shall be jointly and severally liable, to the extent of all costs to remedy such damages or defects, as determined by the Town, upon the advice of the Engineer representing the Town of Chesapeake Beach. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

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

4. Construction and Inspection.

- (a) The Developer shall not commence construction until this Public Works Agreement has been approved by the Town and the Town has been given forty-eight (48) hours written advance notice to the Town Public Works Administrator of commencement of construction by Developer. The Developer shall allow access to the Subdivision by the Town and the County, or their designees, at all reasonable times and from time to time, for the purpose of inspecting the construction of the Improvements covered hereby. The completion of all work to the satisfaction of the Engineer representing the Town of Chesapeake Beach is a condition of final acceptance by the Town.

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements are to be constructed shall be accomplished by the Town's participation in this Public Works Agreement, as evidenced by the authorized signature of the Mayor. At the time of the execution of this Public Works Agreement or prior to commencement of construction of the Improvements to be dedicated to the Town, the Developer shall provide the Town with evidence, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the and sediment control Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the Improvements covered by this Public works Agreement certifying that they have been paid for all work done and materials furnished, in accordance with the Developer's contractual arrangements with them, but the satisfaction of such contractual arrangements or equitable claims is not a condition of the Performance Bond, or of its release, and this requirement is not intended to create third-party beneficiary rights.

6. Warranty and Maintenance Bond.

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

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

7. Improvements and Amenities.

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

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

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

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

9. Damage to Other Public Facilities.

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

10. Bonding for Plantings. [Not Applicable]

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

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

11. Grant of Access Rights.

The Developer and its successors and assigns, hereby grant the Town its employees, agents, Engineer representing the Town of Chesapeake Beach and the surety guarantying any of the bonded work, a license and right to enter upon the subdivision property and complete the bonded work in the event the Developer fails to construct the facilities as set forth in this Public Works Agreement. Unless the Developer is in default and the Town has called the Performance Bond and/or Maintenance Bond, the rights granted under this right of access shall lapse upon the release of the securities posted to guarantee construction of the Improvements.

12. Indemnification.

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

13. Expiration.

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

14. Nonperformance of Work.

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

15. Attorney's Fees/Costs.

Should the Town have to enforce its rights under this Public Works Agreement by suit at law or in equity, Developer agrees to pay actual costs of attorney's fees to the Town, as well as all costs incident to said enforcement, including the actual cost to the Town of services by the Engineer representing the Town of Chesapeake Beach rendered in connection with such enforcement activities.

16. Non-Assignment

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

all sureties of any bonds required by the Agreement shall provide the Town with written assurances that they shall be bound to the liabilities of the assignee to the same extent as the assignor, or a substitute letter of credit has been issued, as the case may be.

17. Miscellaneous.

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

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)

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

Date: 7/15/2021

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

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

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

Susan E. Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

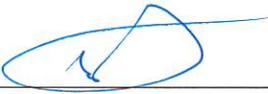
BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Lisli Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

Updated Public Works Agreement #94R

CRITICAL AREA MASS GRADING

BLOCK S

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

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

Proposed Mass Grading Schedule:

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

EXHIBIT 2

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

SCHEDULE OF COSTS

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

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

DATE: 5/6/21


TOWN ENGINEER



PROPOSAL

April 14, 2021

Mike Roepcke

Richfield Station

Scope of work:

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

Notes: Does not include hauling dirt offsite

Does not include sediment control maintenance or removal

Temp stabilization of disturbed areas 1 time only

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

Standard exclusions: rock, water, ETC

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

Sincerely,

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

Benjamin R. Mundorf
Operations Manager

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

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

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; and

WHEREAS, it is a requirement of Article VII, “Improvement Guarantees”, of the Subdivision Regulations of Chesapeake Beach that the Developer enter into a Public Works Agreement with the Town and that the Developer shall furnish the Town a cash or corporate bond, or letter of credit, in order to protect the Town from any loss due to failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the Improvements”) in the Subdivision; and

WHEREAS, it is the purpose of this Agreement to ensure that the required Improvements will be completed, to set forth the terms and conditions under which the said Improvements are to be constructed and eventually accepted by the Town, to guaranty the proper and timely completion by the Developer or its assigns of all required Improvements in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phase 1 in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and all other rules, regulations, and special instructions issued by the Town, its designee, or the County, State or Federal governments, for the Subdivision. Said plans and specifications, including but not limited to, profiles, cross-sections, and proposed schedule of completion, are described in a Schedule of Documents attached hereto as Exhibit 1 and both the Schedule and the documents themselves are made a part hereof. All construction costs are to be paid by the Developer.

1. Improvements(s)

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

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

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

2. Construction Bonding.

Associated construction shall be guaranteed by the Developer by the posting of a single security or a combination of securities. The security, or securities, shall be in the form of cash, letter(s) of credit, or bond(s) (hereinafter, in whichever form, "the Performance Bond") using the form designated by the Town. The Performance Bond shall guaranty that the work undertaken in the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phase 1 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

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

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 hereof. The Town, acting through the Engineer representing the Town of Chesapeake Beach, shall determine, in its sole discretion, whether all work is satisfactory and release the bond or, in the alternative, determine that the work is unsatisfactory and give the Developer a punch list of items to be corrected before the work is accepted and bond released. Upon failure of the Developer to remedy said defects within sixty (60) days after notice thereof has been given, the Performance Bond shall, at the option of the Town, be forfeited and the Developer and surety shall be jointly and severally liable, to the extent of all costs to remedy such damages or defects, as determined by the Town, upon the advice of the Engineer representing the Town of Chesapeake Beach. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

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

and Maintenance Bond required herein.

4. Construction and Inspection.

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

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements are to be constructed shall be accomplished by the Town's participation in this Public Works Agreement, as evidenced by the authorized signature of the Mayor. At the time of the execution of this Public Works Agreement or prior to commencement of construction of the Improvements to be dedicated to the Town, the Developer shall provide the Town with evidence, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the public water and sewer Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the Improvements covered by this Public Works Agreement certifying that they have been paid for all work done and materials furnished, in accordance with the Developer's contractual arrangements with them, but the satisfaction of such contractual arrangements or equitable claims is not a condition of the Performance Bond, or of its release, and this requirement is not intended to create third-party beneficiary rights.

6. Warranty and Maintenance Bond.

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

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

7. Improvements and Amenities.

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

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

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

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

9. Damage to Other Public Facilities.

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

10. Bonding for Plantings. [Not Applicable]

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

11. Grant of Access Rights.

The Developer and its successors and assigns, hereby grant the Town its employees, agents, Engineer representing the Town of Chesapeake Beach and the surety guarantying any of the bonded work, a license and right to enter upon the subdivision property and complete the bonded work in the event the Developer fails to construct the facilities as set forth in this Public Works Agreement. Unless the Developer is in default and the Town has called the Performance Bond and/or Maintenance Bond, the rights granted under this right of access shall lapse upon the release of the securities posted to guarantee construction of the Improvements.

12. Indemnification.

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

13. Expiration.

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

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

15. Attorney's Fees/Costs.

Should the Town have to enforce its rights under this Public Works Agreement by suit at law or in equity, Developer agrees to pay actual costs of attorney's fees to the Town, as well as all costs incident to said enforcement, including the actual cost to the Town of services by the Engineer representing the Town of Chesapeake Beach rendered in connection with such enforcement activities.

16. Non-Assignment

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

17. Miscellaneous.

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

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

By: Michael Roepcke, Agent (SEAL)

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

Date: 7/15/2021

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

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

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

Susan E Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

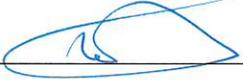
BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Julie Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #98R

Water & Sewer

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

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

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

Proposed Schedule Subject to Weather and Grading:

Initial Construction: August 2010 through September 2010

Subject to Weather & Permits:

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

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #98R

Completion Water & Sewer

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

SCHEDULE OF COSTS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
-------------	------------	-------------	-------------------	--------------------

SANITARY SEWER PUNCH LIST:

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

WATER PUNCH LIST:

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

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

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

APPROVED BY: *Russick Grayson*

DATE: 5/11/20

[Signature]
TOWN ENGINEER

06/01/2020 10:00 4100410000 001001 011111000. 110. 00000 1. 002/002

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-24-2020

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

Re: Richfield Station Punch List

Proposal

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

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

Price includes all Traffic Control as needed

Price includes all material as needed:

Stone

Asphalt

Frame & Covers

Valve Boxes

Adjustment Rings

Concrete as needed

Mortar as needed

Seed & Mulch

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 98
 Water & Sanitary Sewer Punch List

SANITARY SEWER

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

WATER VALVE BOX'S

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

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 99
 Water & Sanitary Sewer Punch List

SANITARY SEWER

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

WATER VALVE BOX'S

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

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

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

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; and

WHEREAS, it is a requirement of Article VII, “Improvement Guarantees”, of the Subdivision Regulations of Chesapeake Beach that the Developer enter into a Public Works Agreement with the Town and that the Developer shall furnish the Town a cash or corporate bond, or letter of credit, in order to protect the Town from any loss due to failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the Improvements”) in the Subdivision; and

WHEREAS, it is the purpose of this Agreement to ensure that the required Improvements will be completed, to set forth the terms and conditions under which the said Improvements are to be constructed and eventually accepted by the Town, to guaranty the proper and timely completion by the Developer or its assigns of all required Improvements in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phase 2 in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and all other rules, regulations, and special instructions issued by the Town, its designee, or the County, State or Federal governments, for the Subdivision. Said plans and specifications, including but not limited to, profiles, cross-sections, and proposed schedule of completion, are described in a Schedule of Documents attached hereto as Exhibit 1 and both the Schedule and the documents themselves are made a part hereof. All construction costs are to be paid by the Developer.

1. Improvements(s)

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

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

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

2. Construction Bonding.

Associated construction shall be guaranteed by the Developer by the posting of a single security or a combination of securities. The security, or securities, shall be in the form of cash, letter(s) of credit, or bond(s) (hereinafter, in whichever form, "the Performance Bond") using the form designated by the Town. The Performance Bond shall guaranty that the work undertaken in the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phase 2 as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

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

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 hereof. The Town, acting through the Engineer representing the Town of Chesapeake Beach, shall determine, in its sole discretion, whether all work is satisfactory and release the bond or, in the alternative, determine that the work is unsatisfactory and give the Developer a punch list of items to be corrected before the work is accepted and bond released. Upon failure of the Developer to remedy said defects within sixty (60) days after notice thereof has been given, the Performance Bond shall, at the option of the Town, be forfeited and the Developer and surety shall be jointly and severally liable, to the extent of all costs to remedy such damages or defects, as determined by the Town, upon the advice of the Engineer representing the Town of Chesapeake Beach. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

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

4. Construction and Inspection.

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

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements are to be constructed shall be accomplished by the Town's participation in this Public Works Agreement, as evidenced by the authorized signature of the Mayor. At the time of the execution of this Public Works Agreement or prior to commencement of construction of the Improvements to be dedicated to the Town, the Developer shall provide the Town with evidence, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title; and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all subcontractors and materialmen who have performed work on the Improvements covered by this Public Works Agreement certifying that they have been paid for all work done and materials furnished, in accordance with the Developer's contractual arrangements with them, but the satisfaction of such contractual arrangements or equitable claims is not a condition of the Performance Bond, or of its release, and this requirement is not intended to create third-party beneficiary rights.

6. Warranty and Maintenance Bond.

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

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

7. Improvements and Amenities.

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

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

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

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

9. Damage to Other Public Facilities.

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

10. Bonding for Plantings. [Not Applicable]

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

11. Grant of Access Rights.

The Developer and its successors and assigns, hereby grant the Town its employees, agents, Engineer representing the Town of Chesapeake Beach and the surety guarantying any of the bonded work, a license and right to enter upon the subdivision property and complete the bonded work in the event the Developer fails to construct the facilities as set forth in this Public Works Agreement. Unless the Developer is in default and the Town has called the Performance Bond and/or Maintenance Bond, the rights granted under this right of access shall lapse upon the release of the securities posted to guarantee construction of the Improvements.

12. Indemnification.

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

13. Expiration.

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

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

15. Attorney's Fees/Costs.

Should the Town have to enforce its rights under this Public Works Agreement by suit at law or in equity, Developer agrees to pay actual costs of attorney's fees to the Town, as well as all costs incident to said enforcement, including the actual cost to the Town of services by the Engineer representing the Town of Chesapeake Beach rendered in connection with such enforcement activities.

16. Non-Assignment

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

17. Miscellaneous.

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

WITNESS OR ATTEST

RICHFIELD STATION II JOINT VENTURE, LLP

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

STATE OF Maryland, COUNTY OF AnneArundel to wit:

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

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

Susan E Martone

NOTARY PUBLIC

My Commission Expires: 12/15/2022



WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

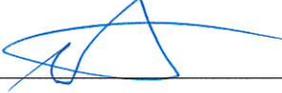
BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

TOWN OF CHESAPEAKE BEACH, MARYLAND

Justin Spangl

BY:  _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #99R

Water & Sewer

Clear Spring Drive Sta. 4+85 to End

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

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

Proposed Schedule Subject to Weather and Grading:

Initial Construction: October 2012 through December 2012

Subject to Weather & Permits:

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

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #99R

Completion Water & Sewer

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

SCHEDULE OF COSTS

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

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

WATER PUNCH LIST:

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

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

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

APPROVED BY: *Missick Cragg*

DATE: 5/1/21

Bar: [Signature]
TOWN ENGINEER

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

7-24-2020

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

Re: Richfield Station Punch List

Proposal

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

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

Price includes all Traffic Control as needed

Price includes all material as needed:

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

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

7-14-2020

Richfield Station
PWA 98
Water & Sanitary Sewer Punch List

SANITARY SEWER

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

WATER VALVE BOX'S

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

Calvert Utilities LLC.
8184 Telegraph Road
Severn, MD 21144

7-14-2020

Richfield Station
 PWA 99
 Water & Sanitary Sewer Punch List

SANITARY SEWER

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

WATER VALVE BOX'S

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

CHESAPEAKE BEACH PUBLIC WORKS AGREEMENT

Concerning Water & Sewer

RICHFIELD STATION – BLOCK S
CHESAPEAKE BEACH, MARYLAND

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

WHEREAS, a final plat of the Subdivision has been approved by the Town for recordation among the Land Records of Calvert County, Maryland; and

WHEREAS, it is a requirement of Article VII, “Improvement Guarantees”, of the Subdivision Regulations of Chesapeake Beach that the Developer enter into a Public Works Agreement with the Town and that the Developer shall furnish the Town a cash or corporate bond, or letter of credit, in order to protect the Town from any loss due to failure of the Developer to complete and maintain, in accordance herewith, the required Improvements as described in the attached Exhibit 2 as approved by the Town (hereinafter, “the Improvements”) in the Subdivision; and

WHEREAS, it is the purpose of this Agreement to ensure that the required Improvements will be completed, to set forth the terms and conditions under which the said Improvements are to be constructed and eventually accepted by the Town, to guaranty the proper and timely completion by the Developer or its assigns of all required Improvements in said Subdivision in conformance with the plans and specifications submitted herewith and listed in Exhibit 1, and the Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and to provide security for the Improvements for a specified period following acceptance by the Town.

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

Plans and Specifications. The Developer agrees to construct all Improvements required by the plans and specifications submitted, and listed in Exhibit 1, to the Town and approved by the Engineer representing the Town of Chesapeake Beach for Richfield Station Block S Phases 3A and 3B in accordance with the current design Specifications and Design Standards for Roads and Streets and Storm Drainage Criteria contained in the Calvert County Road Ordinance, as amended from time to time and all other rules, regulations, and special instructions issued by the Town, its designee, or the County, State or Federal governments, for the Subdivision. Said plans and specifications, including but not limited to, profiles, cross-sections, and proposed schedule of completion, are described in a Schedule of Documents attached hereto as Exhibit 1 and both the Schedule and the documents themselves are made a part hereof. All construction costs are to be paid by the Developer.

1. Improvements(s)

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

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

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

2. Construction Bonding.

Associated construction shall be guaranteed by the Developer by the posting of a single security or a combination of securities. The security, or securities, shall be in the form of cash, letter(s) of credit, or bond(s) (hereinafter, in whichever form, "the Performance Bond") using the form designated by the Town. The Performance Bond shall guaranty that the work undertaken in the Public Works Agreement, and as detailed in Exhibit 2, shall be completed in a timely manner according to the plans and specifications described above or as shown in Exhibit 1. The Phases of work to be guaranteed shall include all construction and maintenance of the facilities, complete, in-place and maintained by the Developer until such time as the Town accepts the facilities into its maintenance system. The cost estimate prepared by the Developer's engineer shall include the cost of the construction of the public water and sewer system for Phases 3A and 3B as shown on Exhibit 2 and maintained until acceptance. Calculation of the amount of the surety shall be based on the construction figures shown on the Schedule of costs attached hereto as Exhibit 2.

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

The Performance Bond shall be provided by the Developer and shall remain in force and payable to the Town until the Developer receives a notice of satisfactory completion and acceptance in writing by the Town of all Improvements covered by this Public Works Agreement, acceptance of title and easement, if any, by the Town pursuant to Section 5 hereof. The Performance Bond for the Improvements shall be conditioned upon the satisfactory completion, and written notification of satisfactory completion of the Improvements pursuant to Section 6 hereof. The Town, acting through the Engineer representing the Town of Chesapeake Beach, shall determine, in its sole discretion, whether all work is satisfactory and release the bond or, in the alternative, determine that the work is unsatisfactory and give the Developer a punch list of items to be corrected before the work is accepted and bond released. Upon failure of the Developer to remedy said defects within sixty (60) days after notice thereof has been given, the Performance Bond shall, at the option of the Town, be forfeited and the Developer and surety shall be jointly and severally liable, to the extent of all costs to remedy such damages or defects, as determined by the Town, upon the advice of the Engineer representing the Town of Chesapeake Beach. In the event of forfeiture, the Town will hire and/or make arrangements for the remaining work to be completed with the security proceeds and will provide an accounting of all actual costs incurred by the Town including a 25% management fee. The Developer will be responsible for reimbursement of the actual costs plus fees to the Town.

3. Drainage.

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

4. Construction and Inspection.

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

5. Transfer of Title.

- (a) Acceptance by the Town of the public dedication of the land or interests, if any, in land upon which the Improvements are to be constructed shall be accomplished by the Town's participation in this Public Works Agreement, as evidenced by the authorized signature of the Mayor. At the time of the execution of this Public Works Agreement or prior to commencement of construction of the Improvements to be dedicated to the Town, the Developer shall provide the Town with evidence, if necessary, that the Developer can convey good and marketable title to that part of the land, which is to be occupied by the Improvements called for on the plat, plans and specifications as listed in Exhibit 1 and Exhibit 2, including any necessary easements such as for access, maintenance, or grading. Said evidence, if necessary, shall be in the form of a draft of an easement agreement and a copy of a title certificate showing that the affected areas are free and clear of all competing encumbrances, subject to the right of Developer to have liens and other securities, including mortgages, deed of trust, indemnity deed of trust, or other financing liens on the subdivision property including the area of the easement. The easement, if any, will not be delivered to the Town until completion by the Developer and acceptance by the Town of the Improvements.
- (b) Upon satisfactory completion of construction of the Improvements covered by this Public Works Agreement and detailed in Exhibit 2, and the acceptance by the Town of the construction in accordance with the plans and specifications submitted hereby, the Developer shall execute and deliver to the Town all necessary documents to convey good and marketable title, if required, to all of the Developer's right, title, and interest in said Improvements, and any rights-of-way, said conveyances being warranted free and clear of all liens and encumbrances.. In addition, if a deed of conveyance is required, the Developer shall deliver to the Town, at the expense of the Developer, a certificate of title issued by a title insurance company registered to do business in the State of Maryland or an attorney at law, with an attached title report, naming the Town as the beneficiary of said certificate of title. The Developer shall furnish to the Town an affidavit from all sub-contractors and materialmen who have performed work on the Improvements covered by this Public Works Agreement certifying that they have been paid for all work done and materials furnished, in accordance with the Developer's contractual arrangements with them, but the satisfaction of such contractual arrangements or equitable claims is not a condition of the Performance Bond, or of its release, and this requirement is not intended to create third-party beneficiary rights.

6. Warranty and Maintenance Bond.

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

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

7. Improvements and Amenities.

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

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

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

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

9. Damage to Other Public Facilities.

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

10. Bonding for Plantings. [Not Applicable]

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

11. Grant of Access Rights.

The Developer and its successors and assigns, hereby grant the Town its employees, agents, Engineer representing the Town of Chesapeake Beach and the surety guarantying any of the bonded work, a license and right to enter upon the subdivision property and complete the bonded work in the event the Developer fails to construct the facilities as set forth in this Public Works Agreement. Unless the Developer is in default and the Town has called the Performance Bond and/or Maintenance Bond, the rights granted under this right of access shall lapse upon the release of the securities posted to guarantee construction of the Improvements.

12. Indemnification.

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

13. Expiration.

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

14. Nonperformance of Work.

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

15. Attorney's Fees/Costs.

Should the Town have to enforce its rights under this Public Works Agreement by suit at law or in equity, Developer agrees to pay actual costs of attorney's fees to the Town, as well as all costs incident to said enforcement, including the actual cost to the Town of services by the Engineer representing the Town of Chesapeake Beach rendered in connection with such enforcement activities.

16. Non-Assignment

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

17. Miscellaneous.

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

WITNESS OR ATEST

RICHFIELD STATION II JOINT VENTURE, LLP

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

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

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

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

Susan E Martone
NOTARY PUBLIC

My Commission Expires: 12/15/2022



TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Patrick J. Mahoney, Mayor

WITNESS:

Lislie Spangl

TOWN OF CHESAPEAKE BEACH, MARYLAND

BY: _____ (SEAL)

Messick Group, Inc. T/A Messick & Associates

Wayne A. Newton, Town Engineer

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

TODD K. POUNDS, TOWN ATTORNEY

By: _____

(Print Name & Title)

Date: _____

EXHIBIT 1

List of Drawings

PUBLIC WORKS AGREEMENT #107R

Water & Sewer

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

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

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

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

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

Proposed Schedule Subject to Weather and Grading:

Initial Water Completed - June 2014

Initial Sewer to Pump Station Completed - June 2014

Subject to Weather & Permits:

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

EXHIBIT 2

Richfield Station, Block S

PUBLIC WORKS AGREEMENT #107R

Water & Sewer

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

SCHEDULE OF COSTS

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

APPROVED BY: *Mussick Group Inc*

DATE: 5/16/08

By: *[Signature]*, President
TOWN ENGINEER

Here's our cost estimate.

Rob

Robert M Sell, PE
Principal
Water/Wastewater Division Manager

McCrone

20 Ridgely Avenue, Suite 201

Annapolis, MD 21401

P 410.267.6947 ext. 1003

F 410.267.6326

rsell@mccrone-engineering.com

www.mccrone-engineering.com

<Cost Estimates for Collection Systems.pdf>

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

Richfield Station - Block 5
Collection System Cost Analysis

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



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

BOND RIDER

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

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

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

The Bond Amount is Decreased

From: \$44,535.00

To: \$17,175.00

The PWA Number has Changed

From: 98

To: 98R

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

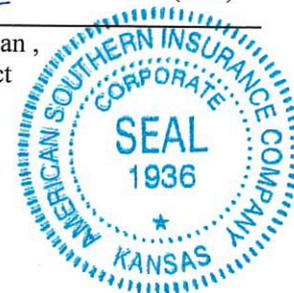
This Bond Rider shall become effective: May 11, 2021

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

AMERICAN SOUTHERN INSURANCE COMPANY

Leonard E. Callahan,
Attorney-in-Fact

(Seal)



B98800022107

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

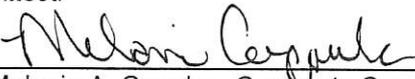
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

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

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

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

Attest:


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

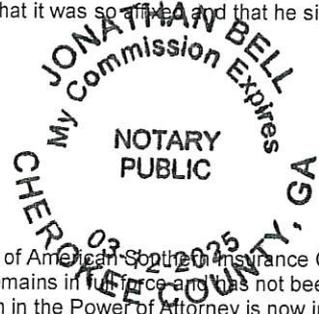


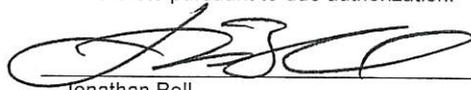
American Southern Insurance Company


Scott G. Thompson, President

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

(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President - Surety

Number: 93019



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

BOND RIDER

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

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

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

The Bond Amount is Increased

From: \$106,321.00

To: \$184,070.00

The PWA Number has Changed

From: 94

To: 94R

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

This Bond Rider shall become effective: May 6, 2021

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

AMERICAN SOUTHERN INSURANCE COMPANY

(Seal)

Leonard E. Callahan,
Attorney-in-Fact



B98800018314

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

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

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

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

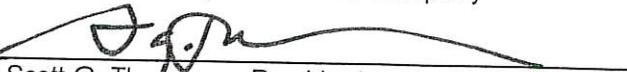
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


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



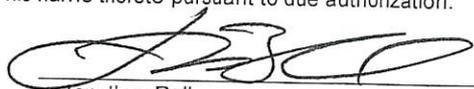
American Southern Insurance Company


Scott G. Thompson, President

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

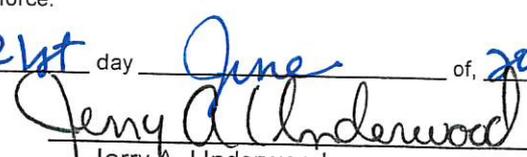
(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President – Surety

Number: 93018



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

CONTINUATION CERTIFICATE

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

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

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

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

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

Richfield Station II Joint Venture, LLP
Principal

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

American Southern Insurance Company

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



AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

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

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

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

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

Attest:


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

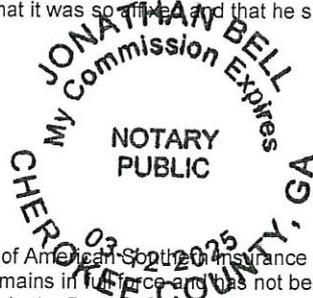


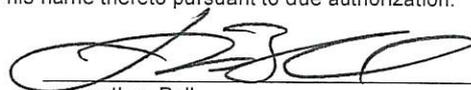
American Southern Insurance Company


Scott G. Thompson, President

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

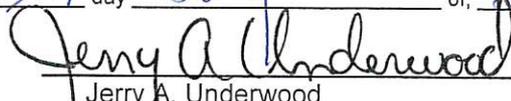
(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President - Surety

Number: 93029

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



CONTINUATION CERTIFICATE

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

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

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

Richfield Station II Joint Venture, LLP
Principal

(SEAL)

By Mukul Roycha, Agent
(Officer's Signature)
RICHFIELD STATION II JOINT VENTURE, LLP

American Southern Insurance Company

(SEAL)

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



B98800022107

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

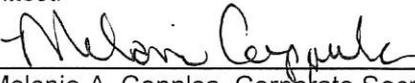
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

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

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

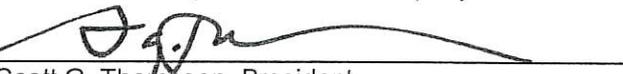
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest:


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

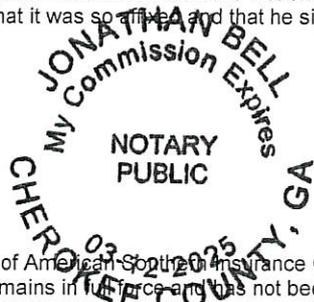


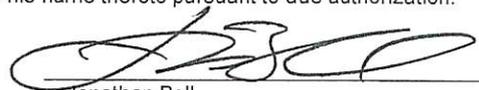
American Southern Insurance Company


Scott G. Thompson, President

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

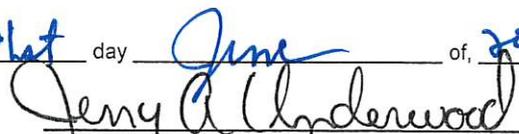
(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President - Surety

Number: 93020

B98800022435



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

BOND RIDER

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

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

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

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

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

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

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

AMERICAN SOUTHERN INSURANCE COMPANY

Leonard E. Callahan
Attorney-in-Fact





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

CONTINUATION CERTIFICATE

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

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

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

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

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

Richfield Station II Joint Venture, LLP
Principal

(SEAL)

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

American Southern Insurance Company

(SEAL)

By Leonard E. Callahan, Attorney-In-Fact



AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

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

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

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

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

Attest:

Melanie Coppola

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



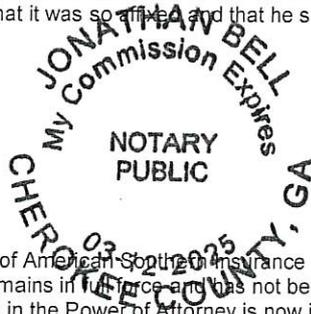
American Southern Insurance Company

Scott G. Thompson

Scott G. Thompson, President

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

(STATE OF GEORGIA NOTARY SEAL)



Jonathan Bell

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

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

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

Jerry A. Underwood

Jerry A. Underwood
Vice President - Surety

Number: 93017



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

BOND RIDER

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

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

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

The Bond Amount is Increased

From: \$194,670.00

To: \$197,914.00

The PWA Number has Changed

From: 107

To: 107R

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

This Bond Rider shall become effective: May 11, 2021

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

AMERICAN SOUTHERN INSURANCE COMPANY

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

(Seal)

Leonard E. Callahan,
Attorney-in-Fact



B98800022542

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

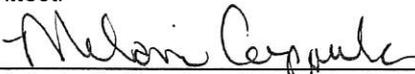
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

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

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

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

Attest:


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



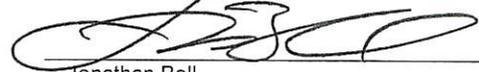
American Southern Insurance Company


Scott G. Thompson, President

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

(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President - Surety

Number: 93014

B 98800022542

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

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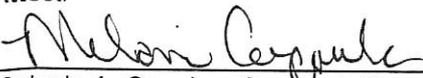
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FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile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

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

Attest:


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

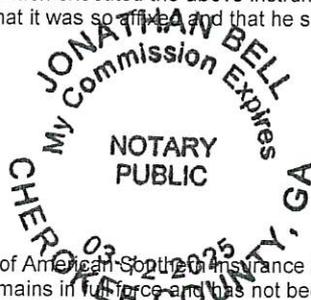


American Southern Insurance Company


Scott G. Thompson, President

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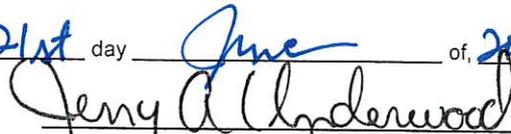
(STATE OF GEORGIA NOTARY SEAL)




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

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

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


Jerry A. Underwood
Vice President – Surety

Number: 93015



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

From: Holly Wahl, Town Administrator

I. BACKGROUND:

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

II. PUBLIC WORKS AGREEMENTS BEING REVIEWED:

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

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

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

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

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

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

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

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

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

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

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

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

installed within 45 days of the execution of this First Amendment. For clarity between the parties, Exhibit 1 also demarcates the respective maintenance obligations of the Town and the Developer for certain improvements already constructed in Mears Avenue.

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

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

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

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

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

ATTEST:

DEVELOPER: ROD & REEL, INC.

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

CHESAPEAKE BEACH MARYLAND

By: _____(SEAL)
MAYOR

APPROVALS:

Approval of the Town Administrator this _____ day of _____, 2021.

By: _____
TOWN ADMINISTRATOR

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

By: _____
CHAIRMAN, PLANNING &
ZONING COMMISSION

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

By: _____
TOWN ATTORNEY

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

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

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

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

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

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

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

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

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

3. Construction and Inspection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

DEVELOPER: ROD & REEL, INC.

Sharon Lee Hannon

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

CHESAPEAKE BEACH MARYLAND

Holly Wall

By: Peter J. May (SEAL)
MAYOR

APPROVALS:

Approval of the Town Administrator this
17th day of May, 2018.

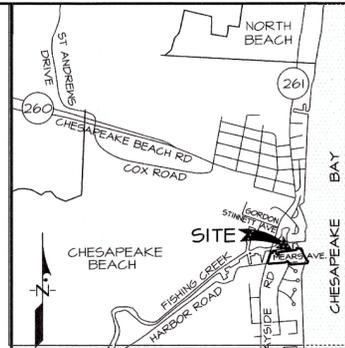
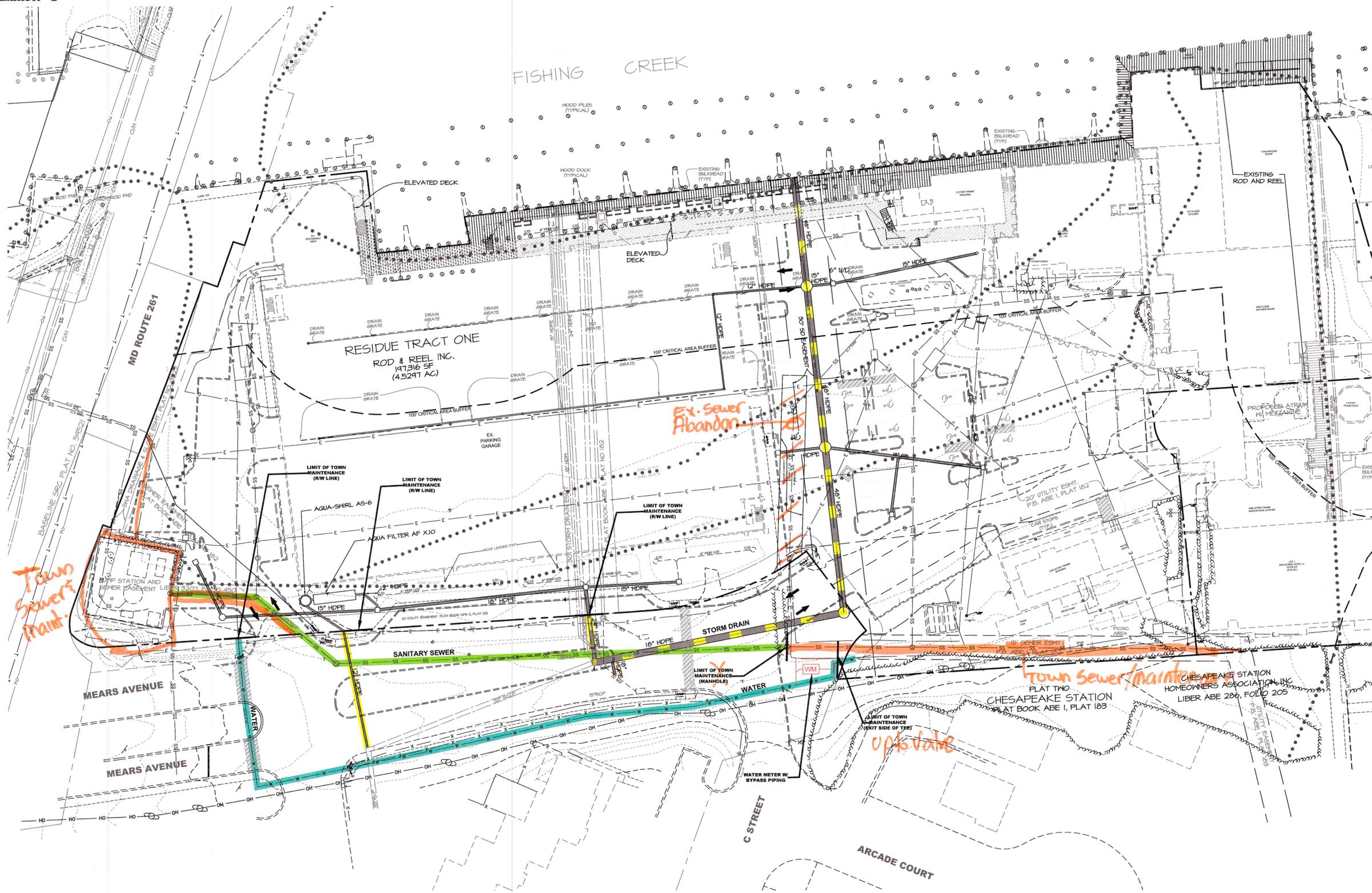
By: Holly K. Wall
TOWN ADMINISTRATOR

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

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

Approved as to form and legal sufficiency
this 17th day of May, 2018.

By: [Signature]
TOWN ATTORNEY



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

Legend

SCALE: 1" = 30'

May 2020 FILE 01790 Town of Chesapeake Beach/Res & Reel/Dept/Limit of Maintenance Plan/Limit of Maintenance Plan.dwg

REVISION	DESCRIPTION	BY	DATE

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

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

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

Exhibit "D"

Storm Filter Maintenance, Inspection and Access Agreement

THIS STORM FILTER MAINTENANCE, INSPECTION AND ACCESS AGREEMENT is made this ___ day of _____, 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.

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
_____ day of _____, 2021.

By: _____
TOWN ADMINISTRATOR

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

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



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Intergovernmental Agreement to address the Highlands Sewer Connection

Date: September 3, 2021

I. BACKGROUND:

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

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

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

II. SPECIAL TAX DISTRICT REQUEST:

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

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

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

III. PROJECT DETAILS PER THE FINALIZED MOU:

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

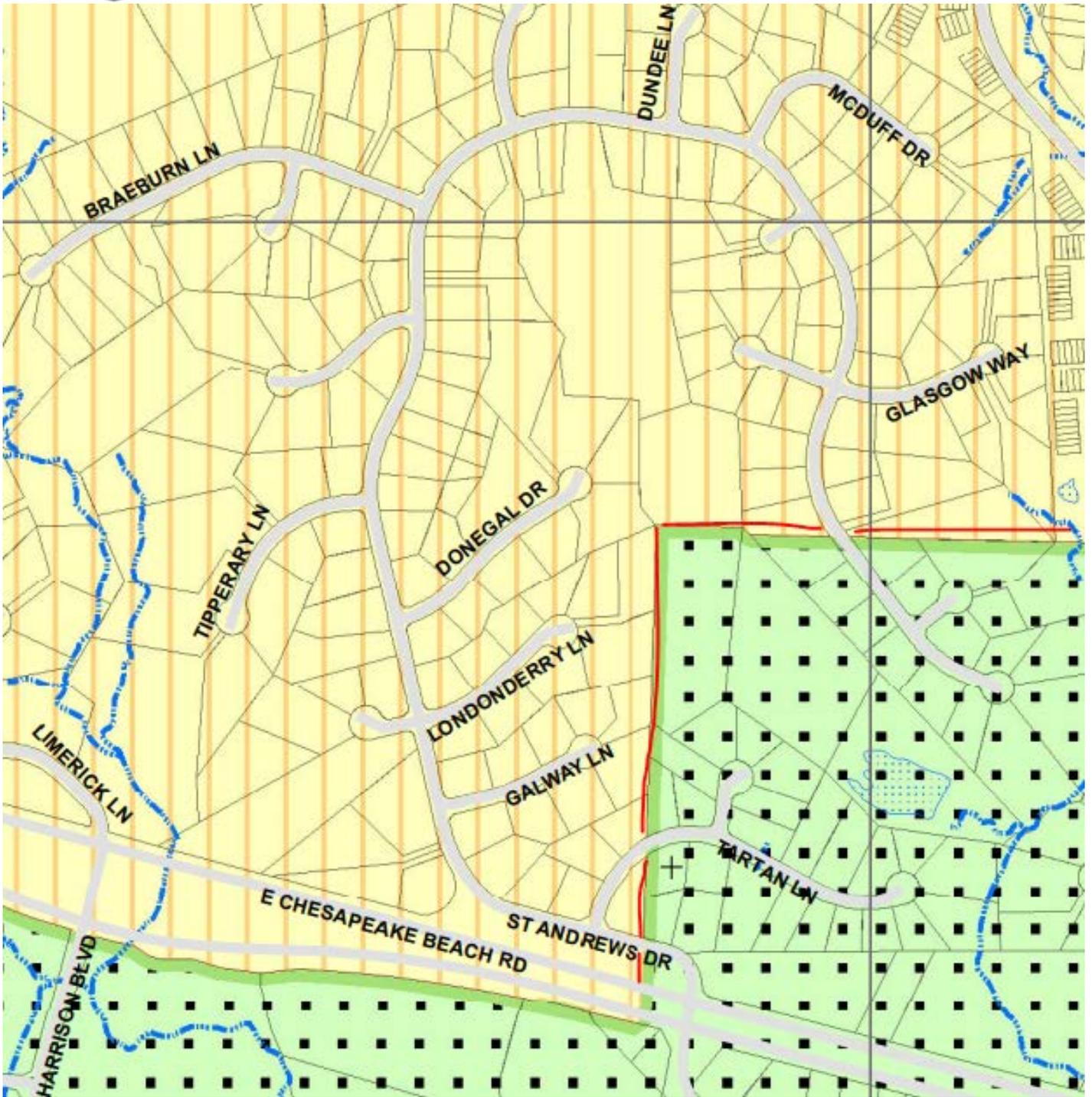


Important points of the MOU between the County and Town are:

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

IV. RECOMMENDATION:

It is recommended that Town Council consider executing a MOU with the County to establish sewer connection for the Town residents of the Highlands. It is recommended that costs to acquire the County's sewer connection taps come from the Utility Fund through a budget amendment when the Special Tax district process is finalized with the County.



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

Inter-Governmental Agreement for the Provision of Sewer Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND

By: _____ (SEAL)

Earl F. Hence, President

Approved for form and legal sufficiency


Office of County Attorney 8/19/21

ATTEST:

TOWN OF CHESAPEAKE BEACH:

By: _____ **(SEAL)**

Name: _____

Title: _____



To: Mayor & Town Council

From: James Berry

Subject: Public Works Truck

Date: September 8, 2021

Mayor & Town Council:

There is currently \$45,000.00 in the FY22 budget for a new truck to replace the 2011 F-350 pickup here at Public Works. We are looking to replace this truck with a very similar make and model. Capable of snow plowing/salt spreading and towing small equipment to and from water main repairs, and all other day to day duties for Public Works.

As you may be aware, there is a shortage of new truck inventory. This has led us to getting 3 competitive quotes and then all 3 trucks being sold before we can have those quotes presented to Council. Dealerships are at a first come, first serve basis.

In order to purchase the vehicle desired, we are requesting that the Council consider allowing staff to purchase a vehicle at a not to exceed amount based on the (3) three quotes we have received on vehicles that have already sold. These quotes will be reviewed at the work session in further detail.

Respectfully submitted,

Jay Berry