



OFFICE OF THE MAYOR AND TOWN COUNCIL

April 14, 2016

Mr. Gerald W. Donovan
 P.O. Box 99
 Chesapeake Beach, MD 20732

RE: Water and Sewer Unassigned Capital Connections

Dear Mr. Donovan,

Based on the "Water and Sewer Capital Connection Charge – Payment Agreement" from June 14, 2004 signed by Pamela Sisson and Gerald Donovan, there are 24 residential and 3 commercial taps. The letter of November 19, 2008 to Mr. Gerald Donovan validate the 28 unassigned Capital Connections which are calculated as the 27 from the above mentioned Payment agreement and 1 for the Papa John location.

Also there is one unassigned Capital Connection for 4010 Mears Avenue (Buckmaster Seafood).

RECAP:**Rod & Reel, Inc.:**

Buckmaster Seafood / 4010 Mears Avenue	1
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Gerald W. & Frederick Donovan:

3418 Cox Road (Home Place)	24
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Rod & Reel Marina West, LLC:

3840 Gordon Stinnett Avenue	27
8016 Bayside Road	1

Sincerely,

Laurie R. Smith
 Treasurer

Enclosures

Cc: Mayor Bruce A. Wahl
 Paul Woodburn
 Wayne Newton
 Christopher Jakubiak

8200 BAYSIDE ROAD, P.O. BOX 400, CHESAPEAKE BEACH, MARYLAND 20732
 (410) 257-2230 • (443) 964-5449



OFFICE OF THE MAYOR AND TOWN COUNCIL

November 19, 2008

Mr. Gerald W. Donovan
 P.O. Box 99
 Chesapeake Beach, MD 20732

Re: Water and Sewer Capital Connections

Dear Mr. Donovan:

Per your request, the current status of paid water and sewer capital connections for the properties listed below is as follows:

<u>Listed Property</u>	<u>Assigned</u>	<u>Unassigned</u>	<u>Total</u>
Rod & Reel, Inc.:			
8617 C Street	16	---	16
8611 C Street	16	---	16
4010 Mears Avenue/ Buckmaster Seafood	---	1	1
Gerald W. & Frederick Donovan et al:			
3418 Cox Road (Home Place)	1	24	25
Rod & Reel Marina West, LLC:			
3840 Gordon Stinnett Avenue & 8016 Bayside Road	---	28	28

Sincerely,

Leslie Porter
 Leslie Porter
 Town Treasurer

8200 BAYSIDE ROAD, P.O. BOX 400, CHESAPEAKE BEACH, MARYLAND 20732
 (410) 257-2230 • (301) 855-8398



OFFICE OF THE MAYOR AND TOWN COUNCIL

Date: November 3, 2008
Received From: Gerald W. and Frederick Donovan
Amount Received: \$480,000
Check #'s: 6964 \$312,000
5669 \$168,000
For: 24 Capital Connection Fees (water and sewer)
For Home Place - 3418 Cox Road

Received By:

Zesly Porter, Treasurer

Agreement 3-11-13

Water and Sewer Capital Connection Charge-Payment Agreement

This WATER AND SEWER CAPITAL CONNECTION CHARGE PAYMENT AGREEMENT (hereinafter this "Agreement"), in made the 14th day of June, 2004, by and between Chesapeake Beach, Maryland, a municipal corporation of the State of Maryland (hereinafter the "Town"), PO Box 400, Chesapeake Beach, Maryland 20732 and Fishing Creek Landings Corp., a Maryland Corporation, (hereinafter "FCLC") PO Box 1150, Chesapeake Beach, Maryland 20732.

WHEREAS, the Town is the owner in trust of the Chesapeake Beach Wastewater Treatment Plant and the owner in absolute form of the conveyance system for water and sewer in certain designated areas with the jurisdictional limits of the Town. It operates the existing public water and sewer system for the benefit of the citizens within its jurisdictional limits; and

WHEREAS, the Town regulates the connection of private development to the public water and sewer system through regulations adopted by Ordinance O-26-85, adopted in 1985, and amended from time to time thereafter. By said regulations, the Town imposes charges known as Capital Connection Charges which are one time charges payable at the time of application for service; and

WHEREAS, the Town issues zoning permits under its zoning authority, provided by Article 66B of the Annotated Code of Maryland. A requirement of the issuance of a zoning permit is the payment of, or arrangement for payment of, the water and sewer capital connection charges; and

WHEREAS, FCLC intends on building certain improvements consisting of a Residential Condominium and Yacht Club and commercial buildings and a bathhouse (the "Project") on its property known as Parcels, A (filed in Calvert County Land Records at ABE 4/293) and J (filed in Calvert County Land Records at ABE 4/293), Chesapeake Beach, Maryland (hereinafter described as the "Property"). FCLC believes that the improvements to be built on the Property by FCLC require capital connection charges for Twenty-four (24) multi-family Equivalent Dwelling Units (hereinafter "EDUs") and Three (3) EDUs for commercial space (Total 27 each). The Property currently has twenty-three (23) water EDUs and ten (10) sewer EDUs purchased for it under an agreement dated January 16, 1997, by and between the parties to the Agreement, therefore FCLC believes that the Project requires an additional Four (4) water EDU's and an additional seventeen (17) sewer EDU's.

WHEREAS, the capital connection charge for water connections is \$2,500.00 for each EDU of capacity. The capital connection charge for sewer connections is \$3,500.00 for each EDU of Capacity. The total charges for additional water capital connection charges for the Project is \$10,000.00 ($\$2,500.00 \times 4$). The total charges for additional sewer capital connection charges for the Project is \$59,500.00 ($\$3,500.00 \times 17$); and

WHEREAS, because of the size of the Project the payment of all water and sewer capital connection charges at the time of issuance of the zoning permit is cost prohibitive. The Town recognizes the severe financial burden of paying the capital connection charges so far in advance of actual water and sewer service that would be imposed on development of this size. Therefore, the Town and FCLC wish to reach an agreement to provide for the payment of such water and sewer capital connection charges in stages to mitigate that burden yet maintain the obligations on FCLC under the water and sewer regulations.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree to the following terms and conditions, intending by their act to be bound in law and equity thereto.

1. Incorporation of Recitals: The recitals provide above are hereby incorporated into this Agreement as terms and conditions hereof.

- 2. Upon execution of this Agreement, FCLC shall be bound to pay capital connection charges for water and sewer capacity in the amount of 4 EDUs for the water and to pay the capital connection charges with respect to 17 sewer EDUs with payment to be made according to the following schedule:

For the Water.
 (Total Water charge is: \$10,000.00)

- pd 7/13/21 A. \$2,500.00 (25% of the total charge) shall be paid upon the acceptance and execution of this agreement.
- pd 8/3/21 B. \$2,500.00 (25% of the total charge) shall be paid within 15 days after Calvert County has approved the construction of the structural foundation of the buildings to be erected on Parcels A and J
- pd 8/10/21 C. \$2,500.00 (25% of the total charge) shall be paid within 15 days after Calvert County has approved the framing (the 'close-in' wherein the rough-in is complete and the building is weather tight) of the buildings to be erected on Parcels A and J.
- pd 8/10/21 D. \$2,500.00 (25% of the total charge) shall be paid within 15 days of the issuance of use and occupancy certificate by Calvert County, although at no time will service be activated (other than for testing and typical 'temporary' construction service.)

For Sewer.
 (Total sewer charge is: \$59,500.00)

- pd 7/13/21 E. \$14,875.00 (25% of the total charge) shall be paid upon the acceptance and execution of this agreement.
- pd 8/10/21 F. \$14,875.00 (25% of the total charge) shall be paid within 15 days after Calvert County has approved the construction of the structural foundation of the building to be erected on Parcels A and J.
- pd 8/10/21 G. \$14,875.00 (25% of the total charge) shall be paid within 15 days after Calvert County has approved the framing (the 'close-in' wherein the rough-in is complete and the building is weather tight) of the buildings to be erected on Parcels A and J.
- pd 8/10/21 H. \$14,875.00 (25% of the total charge) shall be paid within 15 days of the issuance of use and occupancy certificate by Calvert County, although at no time will service be activated (other than for testing and typical 'temporary' construction service.)

- 3. Upon executing this Agreement, the Town shall become obligated to provide a total of 27 EDUs of capacity to the property, contingent upon FCLC making all of the payments set forth in Section 2 above and abiding by all other terms and conditions of this Agreement. The Town is bound to provide and shall continue to provide 23 water and 10 sewer EDUs of capacity due to the prior purchase by FCLC. The capital connection charges are not refundable. Actual additional water and sewer service shall not be initiated until payments required under Section 2 have been made and all other conditions of service have been met under the Town's ordinances.
- 4. Nothing in this Agreement shall alter FCLC's obligations to construct the conveyance systems to service the development of the Property, as set forth in the Rules, Regulations & Rates for Water and Sewer Services and any development approvals FCLC has obtained from the Town.
- 5. A Public Works Agreement shall control all development improvements in public right of ways, public easement areas, or which are dedicated to public use, which are associated with the Project, in the same manner as all other public improvements within the Town.
- 6. Nothing in this Agreement shall be construed to relieve FCLC from the obligation of complying with all other Town ordinances, regulations, and rules, including but not limited to all provisions of the Rules, Regulations, & Rates for Water and Sewer Services, as contained in the Town's Water and Sewer Policy Manual, as amended. In addition, nothing in this Agreement shall relieve FCLC from complying with all State, Federal, and County laws, regulation or rules with respect to the development of the Property.

7. This Agreement is only assignable to an entity owned in whole or in 'majority interest' by FCLC and/or one of its Officers, with the consent of the Mayor, such consent not to be unreasonably withheld. The Right to connect the Property to the public water and sewer of the Town, as set forth in Section 3 above, is not assignable. Water and sewer capacity is not transferable and cannot be alienated from the Property. FCLC recognizes that by purchasing said water and sewer capacity the execution of this Agreement, the Property, and not FCLC, will become vested with the right to become serviced by that capacity. Payments for water and sewer capital connection charges called for in this Agreement shall not be refundable.
8. The Town does not make any representations to FCLC about the EDU capacity requirements for FCLC's intended Project, in recognition of the fact that the Project has not yet been finally approved through the zoning process, either by the issuance of a final site plan or a zoning permit, and because the plans for development may change between the time of this Agreement and the issuance of those approvals. Nothing in this Agreement establishes the water or sewer EDU capacity requirements for the Project or limits the capacity to the numbers stated herein, said capacity only being determinable upon the final approval of the project at the zoning permit stage.
9. Miscellaneous Provisions:
 - A. **Integration.** This instrument contains the entire integrated agreement among the parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party affected.
 - B. **Binding Effect.** Each of the covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective heirs, guardians, personal and legal representatives and successors.
 - C. **Maryland Law.** This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the State of Maryland.
 - D. **Headings.** The descriptive headings of the several sections and subsections of this Agreement are inserted for convenience only, do not constitute a substantive part of this Agreement, and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement as a whole, or any provision hereof. All schedule and exhibits referred to in this Agreement are hereby deemed a substantive part of this Agreement.
 - E. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.
 - F. **Construction.** Each and every term and provision of this Agreement has been mutually agreed to and negotiated by the parties hereto, and shall be construed singly according to its fair meaning and not strictly for or against any party.
 - G. **Severability.** Each and every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
 - H. **Time.** Time is of the essence with respect to all aspects of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed, sealed and delivered this Agreement or caused this Agreement to be executed, sealed and delivered on the day and year first hereinabove set forth.

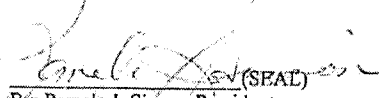
Witness



Witness

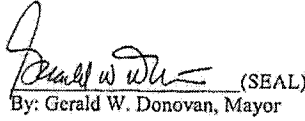
Virginia J. Crowley

Fishing Creek Landing Corp.



By: Pamela J. Sisson, President

Chesapeake Beach, Maryland



By: Gerald W. Donovan, Mayor



Wesley Donovan

From: GREGORY MORRIS [REDACTED]
Sent: Monday, March 22, 2021 11:13 AM
To: Wesley Donovan
Subject: Re: Meeting Request

Hi Wes/Mary,

I was wondering, regarding the Stinnett Place project, did I hear that certain u/g site utilities had been completed there and/or the grade had been raised to accommodate any previous approval and/or pump station has been installed in preparation for the dwellings? Any of these things seem to be well beyond shovels in the ground to me, even though you havent started on the actual dwelling structure? Not sure about any previous status' re: permitting for this site. Im basically only trying to elevate any consideration.

I wanted to ask you about sales of any of the properties as well. Not as a means to stop but rather to have a better discussion and understanding moving forward and see if there were any options here for the Town. Seems the town could be in market to purchase a lot outright, undeveloped as a means to meet some of its green space/open space desires. There is solid support for this, generally speaking. Maybe these downtown lots are not for sale or might be cost prohibitive but I thought it was important to ask you. The Stinnett Place may be too far invested in u/g utilites/other for use as an open green space, Im not sure. Despite what might've been spitballed during a P&Z meeting, I cannot imagine the Town even thinking imminent domain is an option for any of these properties, wanted to say that.

Thanks

Greg Morris
Town Council

301 [REDACTED]

On 03/06/2021 5:00 PM Wesley Donovan [REDACTED] wrote:

Is the hotel board room ok? Mary and I are open, what ever is easiest for you.

From: GREGORY MORRIS [REDACTED]
Sent: Saturday, March 6, 2021 10:54 AM
To: Wesley Donovan [REDACTED]
Subject: Re: Meeting Request

Sure, place?

Sent from Xfinity Connect App



**Soft Costs Associated with Site Plan Preparation
Rod & Reel, Inc.**

Vendor	Amount
Ben Dyer (Engineering)	\$99,585.75
CMI (Architecture)	\$59,200.00
Downey & Scott (Construction Mgmt)	\$3,831.00
Lenhart Traffic Consulting	\$7,925.00
Blitz-Legal	<u>\$1,567.50</u>
Total:	\$172,109.50

Eph 63

1/29/21 Applicants file site plan applications for the five properties.

2/5/21 Zoning Administrator's email announcing moratorium.

2/24/21 P&Z recommends moratorium.

3/18/21 Town Council passes resolution for a 9 month moratorium.

9/16/21 Town Council passes resolution to extend the moratorium an additional 3 months.

12/18/21 Original moratorium would have expired.

1/26/22 P&Z approves final recommendation to Town Council of the comprehensive plan.

3/18/22 Extended moratorium expires.

4/21/22 Town Council approves comprehensive plan.

5/20/22 Rod 'N' Reel letter to P&Z and Zoning Administrator demanding review of the five site plans.

5/25/22 Response to demand letter from Todd Pounds.

6/24/22 Rod 'N' Reel files appeal alleging error in failing to process site plans to Board of Appeals.

9/29/22 P&Z sends Town Council zoning map and land use recommendations.

11/17/22 Town Council approves zoning map and land use recommendations.

11/17/22 - Present P&Z continues to send, and Town Council passes, a series of implementing ordinances to implement the comprehensive plan.

3/16/23 Town Council passes resolution to lift the moratorium.

9/2023 - 2/2024
Current Board of Appeals Hearings.

Future Still more implementing of ordinances of both the comprehensive plan and the zoning ordinances are coming.

