



BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, December 11, 2017

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 11/13/17
 - b. Statement of Closure for Executive Session of 11/13/17
 - c. Regular Session of 11/13/17

2. Review and acceptance of FY 2017 Audited Financial Statements – Leslie Michalik and Michael Kleger from PKS & Company

Staff contact – Finance Director Natalie Saleh

3. Motion 2017-42: Motion awarding contract for the Cedar, Maple, and Pine stormwater project to Barker’s Landing Excavation, LLC

Staff contact - Water Resources and Public Works Director Jane Kreiter

4. Motion 2017 – 43: Motion modifying EA Engineering Science and Technology, Inc., PBC On-Call Services Contract for Stormwater Management Support

Staff contact - Town Administrator Laura Allen

5. Motion 2017-44: Motion approving amendment to AT&T Lease Agreement allowing the installation of a generator

Staff contact – Town Administrator Laura Allen

6. Resolution 2017-09: Resolution modifying the equivalent dwelling unit (EDU) financing policy

Staff contact – Town Administrator Laura Allen

7. Departmental Reports:
 - a. Finance Director – Natalie Saleh
 - b. Administrative Services Director – Mary Bohlen
 - c. Water Resources/Public Works – Jane Kreiter
 - d. Electric – Tim Lawrence
 - e. Chief – Arnold Downing
 - f. Planning – Dave Engelhart

- g. Economic and Community Development – Ivy Wells
- h. Managing Director – Jeff Fleetwood

8. Town Administrator's Report

- Requisition 201800919 – 2018 Chevrolet Tahoe \$34,531 – Chriswell Chevrolet – 01-5200-5255 Capital Outlay Equipment
- Requisition 201800921 – Computers for the new Police Department – Dell Marketing – \$20,152.70 01-5200-5650 Non-Capital Equipment & \$6,395 01-5200-5255 Capital Outlay Equipment

9. Comments from the Mayor

10. Comments from the Council

11. Comments from the Public

12. Comments from the Press

13. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

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TTY users outside Maryland dial 1-800-735-2258*



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, November 13, 2017

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, and Troy Purnell.

Absent: Councilmember Dean Burrell.

Staff Present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Water Resources/Public Works Director Jane Kreiter, Police Chief Arnold Downing, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, and Administrative Assistant Kelsey Jensen.

Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:00 PM.

1. Approval of the Minutes for:

a. Regular Session of 10/23/17:

On the motion of Councilmember Gulyas, the Regular Session Minutes of October 23, 2017 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

2. Tattoo Ordinance Committee Nominations Motion 2017-38 – Mayor Williams

Mayor Williams explained the purpose of the committee and that there would be five voting members and one non-voting member, Town Administrator Laura Allen. Mayor Williams nominated the following voting members, Matthew Amey, Dana Helmuth, Patricia Dufendach, Councilmember Zackery Tyndall, and Councilmember Dean Burrell.

Mayor Williams explained that if these nominations are accepted, then Town Administrator Laura Allen would be in contact with the committee members to schedule meetings. Mayor Williams believes that the committee will be formed with pride and professionalism.

On the motion of Vice President Brittingham, the Tattoo Ordinance Committee Nominations were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X

Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

3. Events:

- a. Motion 2017-36: Motion approving an exception to Ordinance 2011-11, Chapter 30-1 to allow the consumption of alcohol in non-glass containers within the closed areas during six specified 2018 special events – Economic and Community Development Director Ivy Wells

Economic and Community Development Director Ivy Wells explained the six alcohol events. Councilmember Tyndall asked if the Fiddlers Convention has always been an alcohol event; Ms. Wells stated that it has been for at least ten years. Ms. Wells stated that there is a misconception about alcohol events because Atlantic Hotel has consumption on their property too, so people believe more town events are alcohol events.

On the motion of Councilmember Tyndall, Motion 2017-36 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas		X			
Zackery Tyndall	X				
<i>Voting Tally</i>	3	1			1

- b. Motion 2017-37: Motion approving park events and accepting the 2018 event schedule – Economic and Community Development Director Ivy Wells

Economic and Community Development Director Ivy Wells read off the events that will take place in the park. Town Administrator Laura Allen explained that by approving this motion, they will be accepting the entire events schedule. Councilmember Tyndall asked if event organizers were receptive to the new event policy; Ms. Wells that they were and stated it was much easier to have dates ahead of time, allowing more time to advertise.

On the motion of Councilmember Gulyas, Motion 2017-37 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

4. Motion 2017-40: Motion awarding the Fire and EMS Study Contract to Matrix Consulting for an amount not to exceed \$26,000 – Town Administrator Laura Allen
Town Administrator Laura Allen explained the contract. Councilmember Gulyas invited Fire Chief Jim Corron to give his opinion on it; he stated that he supports the study. Councilmember Tyndall invited Mr. Corron to tour the new police facility.

On the motion of Councilmember Gulyas, Motion 2017-40 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

5. Proclamation 2017-12: Proclaiming November to be Municipal Government Works Month. Town Administrator Laura Allen explained that the Maryland Municipal League requests that Municipalities recognize this month. Mayor Williams asked if the Council would approve this by consensus and it was approved.

6. Motion 2017-41: Motion approving Construction, Administration and Inspection proposal from EA Engineering, Science and Technology for Cedar, Maple, and Pine stormwater project – Town Administrator Laura Allen

Town Administrator Laura Allen explained the proposal for \$73,635 and that they will begin accepting bids on the project next week. Mayor Williams asked when the work will begin; Darl Kolar with EA Engineering Science and Technology, Inc., PBC, explained that the engineering work is already complete, and construction bids will be received next week. Vice President Brittingham asked what street will be first; Mr. Kolar stated that it is all one project for the three streets.

On the motion of Vice President Brittingham, Motion 2017-41 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

7. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh had nothing to report.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen reported that the Fall Just Walk event was held on Saturday, November 11, 2017. It was very cold, but there was a good turnout of 35 participants.

c. Water Resources/Public Works Director – Jane Kreiter

Ms. Kreiter reported that they said goodbye to the Fellows, they were here for four weeks and exchanged great ideas.

d. Police Chief – Arnold Downing

Chief Downing had nothing to report.

e. Planning and Zoning Director – David Engelhart

Mr. Engelhart reported that on Wednesday, November 15th he will attend the MDOT and SHA access management meeting in Salisbury.

f. Economic and Community Development Director – Ivy Wells

Ms. Wells thanked the members of the Electric Department for picking up the Christmas Tree, Patty Falck will be decorating the tree on Thursday. The tree lighting will take place on November 24th at 6pm, but an orchestra will begin at 4:30pm and the last ten songs will be sing-a-long carols. They will hand out 150 shop small bags for Shop Small Saturday at the tree lighting. They will do a story walk this year, each shop will have a page in their window and the children can enter a contest to win a copy of the book. Santa will be at House by Salvaged on December 9th and at World of Toys on December 16th. The Christmas Parade theme is "Peace on Earth". The route will be reversed this year and Santa will be on the firetruck.

g. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood invited the Council to join the holiday lunch on December 14th from noon-1:30pm.

8. Town Administrator’s Report – Laura Allen

Ms. Allen presented Requisition 201800682 in the amount of \$46,523.50 for furniture for the new Police Department. Chief of Police Arnold Downing stated that the requisition is for a majority of the furniture, it was easier to order from one company.

On the motion of Vice President Brittingham, Requisition 201800682 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

Ms. Allen thanked everyone for their support with the International Fellows.

9. Comments from the Mayor:

Mayor Williams had no comments.

10. Comments from the Council:

Councilmember Gulyas thanked Economic and Community Development Director Ivy Wells for her great Holiday ideas. He thanked Water Resources/Public Works Director Jane Kreiter for getting the bump on William Street fixed. He then asked Ms. Wells and Chief of Police Arnold Downing if they can look into closing Main Street during trick-or-treating and give him their recommendation, because the streets are very congested.

Councilmember Tyndall had no comments.

Vice-President Brittingham advised Chief of Police Arnold Downing that there are shoes on the electric lines by Henry Park. Chief Downing stated that he will advise Electric Utility Director Tim Lawrence.

Councilmember Purnell had no comments.

11. Comments from the Audience – none.

12. Comments from the Press – none.

13. Adjournment:

On the motion of Councilmember Gulyas, the Mayor and Council meeting was adjourned at approximately 7:30PM.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

Respectfully Submitted,



Kelsey Jensen
Administrative Assistant

Presentation:

Leslie Michalick and Michael Kleger

Review and acceptance of FY 2017
Audited Financial Statements



MOTION OF THE MAYOR AND COUNCIL 2017-42

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN AWARDED CONTRACT FOR THE CEDAR, MAPLE, AND PINE STORMWATER PROJECT TO BARKER'S LANDING EXCAVATION, LLC.

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR



EA Engineering, Science,
and Technology, Inc., PBC

11200 Racetrack Road Unit 101A
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

December 6, 2017

Ms. Laura Allen
Town Administrator
Town of Berlin
10 William Street
Berlin, Maryland 21811

**Subject: Stormwater Management Upgrades Phase 1: Cedar Avenue, Maple Drive, and Pine Street Project
Bid Package Review, Tabulation and Recommendation**

Dear Ms. Allen:

Bids were received on November 30, 2017 for the Stormwater Management Upgrades Phase 1: Cedar Avenue, Maple Drive, and Pine Street Project. Two bids were received from Barker's Landing Excavation, LLC. (Barker's Landing) and David A. Bramble Inc. On behalf of the Town of Berlin, EA Engineering, Science and Technology, Inc., PBC (EA) has reviewed each of these bids for completeness. Our review consisted of tabulating the two received bids and reviewing for completeness of the bid packages in accordance with the Contract Documents and a reference background vetting. Both bids presented a complete bid package consisting of a Bid Form, Proposal Bond and Certificate of Insurance. A Bid Tabulation is attached to this letter for reference.

The low bidder, as presented in the Bid Tabulation, is Barker's Landing Excavation, LLC who presented a complete bid package with proposal bond. EA understands that the Town does not have a work history with Barker's Landing. Both EA and the Town of Berlin Water Resources Division contacted several references identified in Barker's Landing Bid Package. References contacted included the City of Salisbury, Town of Easton, Town of Oxford, Willow Construction, the City of Cambridge and Kent County. At the time of this letter the Town nor EA heard back from Kent County. It can be noted that the City of Salisbury stated to EA that they had completed a reference check for their project with Kent County who provided a positive reference for Barker's Landing. The Town contacted each of the remaining references identified above and obtained a general feedback of Barker's Landing providing quality work and maintaining the construction schedule.

In tabulating the base bid amount from Barker's Landing, a small error was found in their summation totaling \$3.56. The amount below reflects the corrected amount based on the unit prices provided in Barker's Landing Bid Form. Further, Barker's Landing unit price for *Bid Item No. 30 Furnish and Install Select Fill* of \$50.22/CY is significantly higher than Bramble's unit price of \$11.50/CY.



Based on the review of their bid package and reference checks, EA recommends that Town of Berlin consider Barker's Landing Excavation for award of the Stormwater Management Upgrades Phase 1: Cedar Avenue, Maple Drive, and Pine Street Project to include the Base Bid and Add Alternate Items in the amount of \$434,111.91 which includes both the Base Bid and Alternate Items.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC

A handwritten signature in black ink, appearing to read 'Darl Kolar', is positioned below the typed name. The signature is fluid and cursive.

Darl Kolar, P.E., BCEE
Project Manager

Cc: Mary Bohlen, Town of Berlin

BID TAB

**STORMWATER MANAGEMENT UPGRADES
 PHASE 1: CEDAR AVE., MAPLE DR., PINE STREET
 TOWN OF BERLIN, MARYLAND
 DECEMBER 2017**

ITEM	BASE BID	ESTIMATED QTY.	UNIT	DAVID A. BRAMBLE		BARKER'S LANDING		AVERAGE
				COST PER	TOTAL ITEM	COST PER	TOTAL ITEM	
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 15,859.20	\$ 15,859.20	\$ 25,429.60
2	EROSION & SEDIMENT CONTROLS	1	LS	\$ 13,300.00	\$ 13,300.00	\$ 1,982.40	\$ 1,982.40	\$ 7,641.20
3	DRIVEWAY RESTORATION	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,982.40	\$ 7,929.60	\$ 6,964.80
4	SHA PAVEMENT RESTORATION	130	SY	\$ 93.00	\$ 12,090.00	\$ 47.69	\$ 6,199.70	\$ 9,144.85
5	TOWN OF BERLIN PAVEMENT RESTORATION	1,235	SY	\$ 42.00	\$ 51,870.00	\$ 40.81	\$ 50,400.35	\$ 51,135.18
6	TOWN OF BERLIN 1.5" MILL AND 1.5" SURFACE OVERLAY	15	SY	\$ 93.00	\$ 1,395.00	\$ 106.67	\$ 1,600.05	\$ 1,497.53
7	PRECAST CONCRETE SHA C.O.S. INLET	1	EA	\$ 9,300.00	\$ 9,300.00	\$ 8,035.82	\$ 8,035.82	\$ 8,667.91
8	72" SHA PRECAST CONCRETE MANHOLE	3	EA	\$ 4,300.00	\$ 12,900.00	\$ 3,772.63	\$ 11,317.89	\$ 12,108.95
9	TOWN OF BERLIN PRECAST SINGLE WR INLET	4	EA	\$ 2,900.00	\$ 11,600.00	\$ 2,610.13	\$ 10,440.52	\$ 11,020.26
11	SHA PRECAST TYPE "K" INLET	1	EA	\$ 2,100.00	\$ 2,100.00	\$ 2,388.79	\$ 2,388.79	\$ 2,244.40
12	SHA PRECAST JUNCTION BOX	2	EA	\$ 5,900.00	\$ 11,800.00	\$ 5,998.85	\$ 11,997.70	\$ 11,898.85
13	TOWN OF BERLIN PRECAST CONCRETE MANHOLE	3	EA	\$ 3,300.00	\$ 9,900.00	\$ 3,772.63	\$ 11,317.89	\$ 10,608.95
15	DEMOLITION AND OFFSITE DISPOSAL	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,500.04	\$ 5,500.04	\$ 12,750.02
16	SEWER LATERAL	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 1,193.97	\$ 4,775.88	\$ 7,387.94
17	WATER SERVICE	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 1,214.52	\$ 4,858.08	\$ 6,429.04
18	8" SDR 35 GRAVITY SEWER	390	EA	\$ 75.00	\$ 29,250.00	\$ 97.43	\$ 37,997.70	\$ 33,623.85
19	SHA CURB AND GUTTER	188	LF	\$ 32.00	\$ 6,016.00	\$ 24.50	\$ 4,606.00	\$ 5,311.00
20	SHA SIDEWALK	95	SY	\$ 76.00	\$ 7,220.00	\$ 49.50	\$ 4,702.50	\$ 5,961.25
21	TOWN OF BERLIN BURB AND GUTTER	80	LF	\$ 30.00	\$ 2,400.00	\$ 18.00	\$ 1,440.00	\$ 1,920.00
22	TOWN OF BERLIN SIDEWALK	145	SY	\$ 75.00	\$ 10,875.00	\$ 42.75	\$ 6,198.75	\$ 8,536.88
23	PRECAST 29"X45" CLASS IV ELLIPTICAL RCP	529	LF	\$ 250.00	\$ 132,250.00	\$ 119.76	\$ 63,353.04	\$ 97,801.52
24	PRECAST 15 CLASS IV RCP	48	LF	\$ 125.00	\$ 6,000.00	\$ 140.94	\$ 6,765.12	\$ 6,382.56
26	15" ADS N-12 PIPE	98	LF	\$ 120.00	\$ 11,760.00	\$ 91.70	\$ 8,986.60	\$ 10,373.30
27	18" ADS N-12 PIPE	43	LF	\$ 146.00	\$ 6,278.00	\$ 106.07	\$ 4,561.01	\$ 5,419.51
29	TRAFFIC CONTROL	1	LS	\$ 23,300.00	\$ 23,300.00	\$ 6,608.00	\$ 6,608.00	\$ 14,954.00
30	FURNISH AND INSTALL SELECT FILL	800	CY	\$ 11.50	\$ 9,200.00	\$ 50.22	\$ 40,176.00	\$ 24,688.00
31	WATERMAIN DEFLECTION	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 4,757.76	\$ 4,757.76	\$ 7,378.88
	SUBTOTAL FOR BASE BID ITEMS				\$ 469,804.00		\$ 344,756.39	\$ 407,280.20

BID TAB

**STORMWATER MANAGEMENT UPGRADES
 PHASE 1: CEDAR AVE., MAPLE DR., PINE STREET
 TOWN OF BERLIN, MARYLAND
 DECEMBER 2017**

ITEM	ADD ALTERNATE BID	ESTIMATED QTY.	UNIT	DAVID A. BRAMBLE		BARKER'S LANDING		AVERAGE
				COST PER	TOTAL ITEM	COST PER	TOTAL ITEM	
5	TOWN OF BERLIN PAVEMENT RESTORATION	235	SY	\$ 42.00	\$ 9,870.00	\$ 40.81	\$ 9,590.35	\$ 9,730.18
9	TOWN OF BERLIN PRECAST SINGLE WR INLET	3	EA	\$ 2,900.00	\$ 8,700.00	\$ 2,610.00	\$ 7,830.00	\$ 8,265.00
10	TOWN OF BERLIN PRECAST DOUBLE WR INLET	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,702.83	\$ 4,702.83	\$ 4,851.42
13	TOWN OF BERLIN PRECAST CONCRETE MANHOLE	1	EA	\$ 2,900.00	\$ 2,900.00	\$ 3,772.63	\$ 3,772.63	\$ 3,336.32
14	TOWN OF BERLIN PRECAST CONCRETE DROP MANHOLE	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 3,772.63	\$ 3,772.63	\$ 3,336.32
15	DEMOLITION AND OFFSITE DISPOSAL	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,250.00
18	8" SDR 35 GRAVITY SEWER	61	LF	\$ 100.00	\$ 6,100.00	\$ 97.43	\$ 5,943.23	\$ 6,021.62
21	TOWN OF BERLIN CURB AND GUTTER	78	LF	\$ 30.00	\$ 2,340.00	\$ 18.00	\$ 1,404.00	\$ 1,872.00
22	TOWN OF BERLIN SIDEWALK	45	SY	\$ 75.00	\$ 3,375.00	\$ 42.75	\$ 1,923.75	\$ 2,649.38
25	12" ADS N-12 PIPE	11	LF	\$ 150.00	\$ 1,650.00	\$ 89.25	\$ 981.75	\$ 1,315.88
26	15" ADS N-12 PIPE	49	LF	\$ 60.00	\$ 2,940.00	\$ 91.70	\$ 4,493.30	\$ 3,716.65
27	18" ADS N-12 PIPE	255	LF	\$ 65.00	\$ 16,575.00	\$ 106.07	\$ 27,047.85	\$ 21,811.43
28	24" ADS N-12 PIPE	44	LF	\$ 78.00	\$ 3,432.00	\$ 134.50	\$ 5,918.00	\$ 4,675.00
29	TRAFFIC CONTROL	1	LS	\$ 4,200.00	\$ 4,200.00	\$ 1,440.00	\$ 1,440.00	\$ 2,820.00
30	FURNISH AND INSTALL SELECT FILL	160	CY	\$ 11.50	\$ 1,840.00	\$ 50.22	\$ 8,035.20	\$ 4,937.60
	SUBTOTAL FOR ADD ALTERNATE BID ITEMS				\$ 80,222.00		\$ 89,355.52	\$ 84,788.76
	TOTAL BID				\$ 550,026.00	Total:	\$ 434,111.91	\$ 492,068.96



MOTION OF THE MAYOR AND COUNCIL 2017-43

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN MODIFYING EA ENGINEERING SCIENCE AND TECHNOLOGY, INC., PBC ON-CALL SERVICES CONTRACT FOR STORMWATER MANAGEMENT SUPPORT.

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT


APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR



STAFF REPORT

To: Mayor and Members of the Town Council
From: Town Administrator Laura Allen 
Date: December 11, 2017
Subject: EA Engineering, Science, and Technology Inc. Contract Modification

RECOMMENDATION

Staff recommends the Council approve a motion amending the On-Call Support Services Contract by \$47,500.

EXECUTIVE SUMMARY

EA has worked under a Stormwater Management On-Call Support Services Contract with the Town of Berlin since July 1, 2010. The firm has been instrumental in assisting the Town in implementing the Stormwater Ordinance and obtaining grants for the design and construction of stormwater projects. Town staff has a good working relationship with EA, finding their work to be consistently good and their employees very accessible. Staff recommends increasing this contract by \$47,500.

FISCAL IMPACT

Funding for the contract modification will come from the stormwater budget as well as fees paid by applicants.

ANALYSIS

As a result of the Request For Qualifications (RFQ) process completed in June 2010, the Town executed a Stormwater Management On-Call Support Services Contract with EA on July 1, 2010. The original amount of the contract was \$20,000. Since then, this contract has been modified eight times:

- May 2011 for \$20,000,
- March 2012 for \$40,000,
- March 2013 for \$40,000,
- December 2013 for \$45,000
- October 2014 for \$45,000,
- September 2015 for \$57,500,

- July 11, 2016 for \$57,000, and
- March 27, 2017.

Approving the recommended motion would add \$47,500 to the On-Call Contract, bringing the total to \$413,500.

EA has expertise in stormwater that Town staff does not

EA provides assistance with:

- Stormwater management reviews,
- Grant applications including Maryland Emergency Management Agency and the Department of Natural Resources. The granting agencies typically require water flow analysis (e.g. HEC-RAS model) to measure downstream impacts of proposed projects and a cost/benefit analysis as part of the application,
- FEMA floodplain analysis, and
- General stormwater support services including site reviews, impervious surface calculations, inspections, and construction management.

Work is assigned to EA on an as needed basis when their expertise is required.

Rates remain the same

EA is not proposing a rate increase. The last rate increase occurred in September of 2015.

Attachment:

- Proposed Contract Modification



EA Engineering, Science,
and Technology, Inc., PBC

11202 Racetrack Road Unit 103
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

December 6, 2017

Laura Allen, ICMA-CM, CPFO
Town Administrator
Town of Berlin
10 Williams Street
Berlin, MD 21811

RE: Stormwater Management Support – On-Call Services Contract Modification

Dear Ms. Allen:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this contract modification proposal for stormwater management support services for the Town of Berlin to continue on-going work. The Town Council approved the Department of Water Resources recommendation to utilize EA as the On-Call Stormwater Management Engineer in 2010 and EA was contracted for on-call stormwater management services. Over the course of this on-call contract, EA has successfully assisted the Town in obtaining grant funding close to \$2M. Further, the Town has received positive feedback from the Town residents regarding the reduction of flooding both in extent and duration within the receiving areas of Hudson Branch. It is through this contract that EA can continue to support the Town's goal of continuing to address the improvements of the stormwater management systems throughout the Town.

EA recognizes the continued importance of securing funding sources for the needed stormwater management improvements. With EA's assistance, the Town continues to see success through the award of grant funding. Specifically, EA assisted the Town in receiving grant awards from the Federal Emergency Management Administration (FEMA), the Department of Housing and Urban Development (DHCD), the Department of Natural Resources (DNR), and Maryland Coastal Bays (MCB). It is under this contract that EA assists the Town with the stormwater related grant applications which has resulted in the establishment of strong relationships with several key funding agencies. This modification proposal includes budget to continue these efforts along with the completion of stormwater management reviews, stormwater design and construction management/inspections. A list of anticipated stormwater related tasks is described below.

- Stormwater Support Services – Effort under this category routinely consists of miscellaneous tasks and general stormwater inquiries, investigations and site assessments, including inquires and adjustments associated with stormwater utility fees and proper allocation to owners. Effort also includes coordination with the Mayor and attendance and preparation of materials for the Mayor and Council Meetings which EA was specifically requested to attend. EA does not include effort for the attendance at the Mayor and Council meetings not specifically requested to attend. Further, effort includes site visits to investigate stormwater management concerns, meetings with Town personnel, grant solicitation assistance and other coordination efforts. EA estimates a budget amount of \$15,000.



- Stormwater Management Reviews– As the Town’s representative, EA reviews the stormwater management designs from engineering consultants for development projects within the Town of Berlin. Specifically, EA is responsible for the review and communication of the review comments for each of the Concept, Site Development and Final Plans. EA reviews each submittal and prepares a completed checklist along with a detailed letter clearly explaining the comments. EA truly acts as an extension of the Town’s staff in this capacity and is available to the applicant for inquiries and meetings for clarification of the Town’s code and stormwater ordinance. Effort under this task is recovered by the Town through the collection of required fees from the applicants. EA estimates a budget amount of \$10,000 for the anticipated number of reviews based on historical volume of reviews and anticipated submittals in the near future.
- Stormwater Construction Inspection– As the Town’s representative, EA provides periodic inspections of the stormwater components as projects develop within the town. EA attends the preconstruction meeting and provides feedback to the Town, Developer and Engineer regarding the stormwater inspection and notification process. Effort under this task is recovered by the Town through the establishment of escrow accounts for development projects. EA estimates a budget amount of \$7,500 for the anticipated number of reviews based on historical volume of reviews.
- DNR Grant Assistance and Application – The Town was awarded a grant for \$964,000 for the Hudson Branch Stormwater Project. EA will provide the finalization efforts to assist the Town in meeting several requirements stipulated under the grant. DNR requires progress reports be submitted to assure the project is on schedule and in accordance with the grant award and contract. EA will assist the Town in the preparation of these reports. It is important to note that effort following the grant award can be identified as a reimbursable expense to DNR. Thus, effort expended by EA and/or the Town can be submitted for request for reimbursement as a part of the award. EA estimates a budget amount of \$15,000.

EA will continue to provide stormwater management support services on a Time and Materials basis in accordance with the existing hourly rate schedule. **EA proposes that the stormwater management on-call services contract 1470404 dated July 1, 2010 be funded with an additional amount of \$47,500.00.** Please note that this proposal is to increase the current on call budget amount and effort on new tasks will not be expended without the authorization of the Town. Invoicing for this project will continue to be tailored for the Town’s preference for procurement purposes as well as accompanied by a detailed progress report describing the effort authorized and expended for that period.

We appreciate the opportunity to continue our long history of partnership with the Town of Berlin in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. As the Town is aware, EA’s close proximity to the Town of Berlin will continue to provide the Town with the added benefit of EA’s availability to meet in person with short notice. Feel free to contact me at (410) 641-5341 should you have any questions concerning this proposal.



Sincerely,

Darl Kolar, BCEE, P.E.
Project Manager

ACCEPTANCE: I have reviewed and understand the information contained in this proposal, and by my signature below provide authorization of the modifications to Contracts 1470404 and 1470407 as outlined above and to proceed with the work defined herein.

Signature	Date
Laura Allen – Town Administrator	Town of Berlin, Maryland
Name and Title (printed or typed)	Client Name (printed or typed)
410-641-4144	410-641-2316
Phone Number	Fax Number

Attachments – Attachment A – Scope of Work

CC: Jane Kreiter, Town of Berlin
Mark Gutberlet, P.E. EA Engineering

Enclosures



MOTION OF THE MAYOR AND COUNCIL 2017-44

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE LEASE AGREEMENT FOR THE AT&T GENERATOR.

APPROVED THIS _____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING AND _____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS _____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR

Market: Washington DC/MD
Cell Site Number: 2799
Cell Site Name: AWE – Berlin WT
Fixed Asset Number: 10069658

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Second Amendment**”) dated as of the latter of the signature dates below, is by and between The Mayor and Council of Berlin, a municipality in the State of Maryland, having a mailing address of 10 Williams Street, Berlin, MD 21811 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**Tenant**”).

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated May 22, 2003, as amended by a First Amendment to Lease Agreement dated December 24, 2012 (collectively, the “**Agreement**”), by which Tenant leases from Landlord a portion of the Property located at Franklin Ave, Berlin, MD 21811, as a location for Tenant’s Communication Facility; and

WHEREAS, Landlord and Tenant desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant’s needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1-B (“**New Premises Area**”). Landlord’s execution of this Second Amendment will signify Landlord’s approval of Exhibit 1-B. Exhibit 1-B supplements Exhibit 1-A to the Agreement. The Premises under the Agreement prior to this Second Amendment in addition to the New Premises Area under this Second Amendment shall be the Premises under the Agreement.
- 2. Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and 100-kilowatt generator (the “**Generator**”) thereon, including back-up power supply.

Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The Generator shall remain the property of Tenant, and Tenant shall have the right to modify it at any time as long as those modification do not affect the Town of Berlin's use of the generator for their backup needs. It is the sole responsibility of the Tenant to fuel and refuel the generator. Tenant may remove equipment, but only after an initial (5) year period and with 90 days written notice to the notice addresses listed below in Section 5.

- 3. Rent.** In lieu of additional rent, subject to the terms of this Second Amendment and otherwise in accordance with the terms of the Agreement, Tenant will supply Landlord with equipment necessary for the hookup to generator, to include Automatic Transfer Switch and H-Frame. Tenant grants to Landlord the right to connect to and use Tenant's Generator and for Landlord to install a power line and other connections necessary to connect the Generator to Landlord's equipment on the Property, as described in Exhibit B1-Attachment 2, attached hereto, for the purpose of providing electrical service to Landlord's equipment on the Property (such power line and accessories, collectively, ("Landlord's Connections")). Landlord is permitted to use up to 50 kilowatts of electrical power from the Generator ("Tenant's Power").

Landlord is solely responsible for the initial cost of the Landlord's Connections, and for the future cost of maintenance, operation, replacement, relocation, and repair of the Landlord's Connections.

- 4. Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the Property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of the Generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Second Amendment and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the Generator will be used, Tenant may use the Generator in the manner set forth in applicable law. Tenant may terminate this Second Amendment at any time after the first 5 years with 90 days written notice to Landlord. Within one hundred twenty 120 days after termination of this Second Amendment or the Agreement, whichever is sooner, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

Tenant also understands that a building permit needs to be obtained and that all local codes and requirements still need to be met in order to install the additional equipment proposed in Exhibit B-1.

5. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 2799; Cell Site Name: AWE – Berlin WT (MD)
Fixed Asset #: 10069658
575 Morosgo Drive
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
AT&T Legal Department – Network
Re: Cell Site #: 2799; Cell Site Name: AWE – Berlin WT (MD)
Fixed Asset #: 10069658
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: The Mayor and Council of Berlin
Attn: Town Administrator.
10 Williams Street
Berlin, MD 21811

With a copy to:
Attn: Town Attorney
10 Williams Street
Berlin, MD 212811

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second] Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed

also to refer to this Second Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

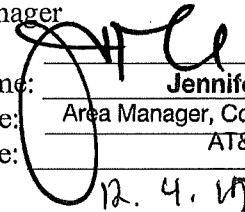
“LANDLORD”

The Mayor and Council of Berlin,
a municipality in the State of
Maryland

By: _____
Name: _____
Title: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC By:
AT&T Mobility Corporation Its:
Manager

By:  _____
Name: **Jennifer Van Riper**
Title: Area Manager, Construction & Engineering
AT&T Mobility
Date: _____

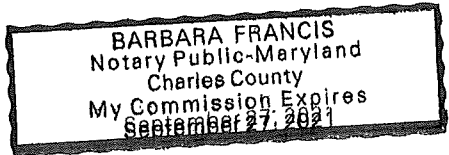
12. 4. 17

TENANT ACKNOWLEDGEMENT

STATE OF Maryland)
) ss:
COUNTY OF Charles)

On the 4th day of December, 2017 before me personally appeared Demetri Van Riper, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corp of New Capital Wireless PC LLC, the Area Manager named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company

Barbara Francis
Notary Public: _____
My Commission Expires: _____



LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-B

Additional Premises Area

See attached

Attachment 1

Generator and Propane Tank

Attachment 2


Electrical Layout for ATT and Town of Berlin

**See
Attached**



855 Community Drive, Sauk City, WI 53583
 Phone: 608-663-4100 Fax: 608-663-7999
 www.Ramaker.com

PREPARED FOR:

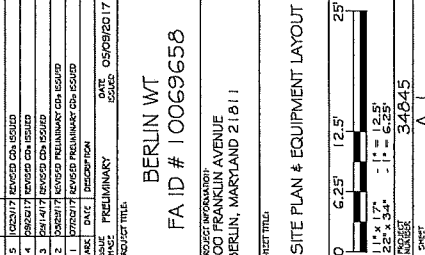


CONSULTANT:
GENERAL DYNAMICS
 Information Technology, Inc.
 GENERAL DYNAMICS
 584 MOORE RD STE 110
 KING OF PRUSSIA, PA 19406

NO.	DATE	DESCRIPTION	DATE
5	10/20/17	REVISED CH. 150-142	05/09/2017
4	09/20/17	REVISED CH. 150-142	
3	09/14/17	REVISED CH. 150-142	
2	08/24/17	PRELIMINARY CH. 150-142	
1	07/27/17	REVISED PRELIMINARY CH. 150-142	

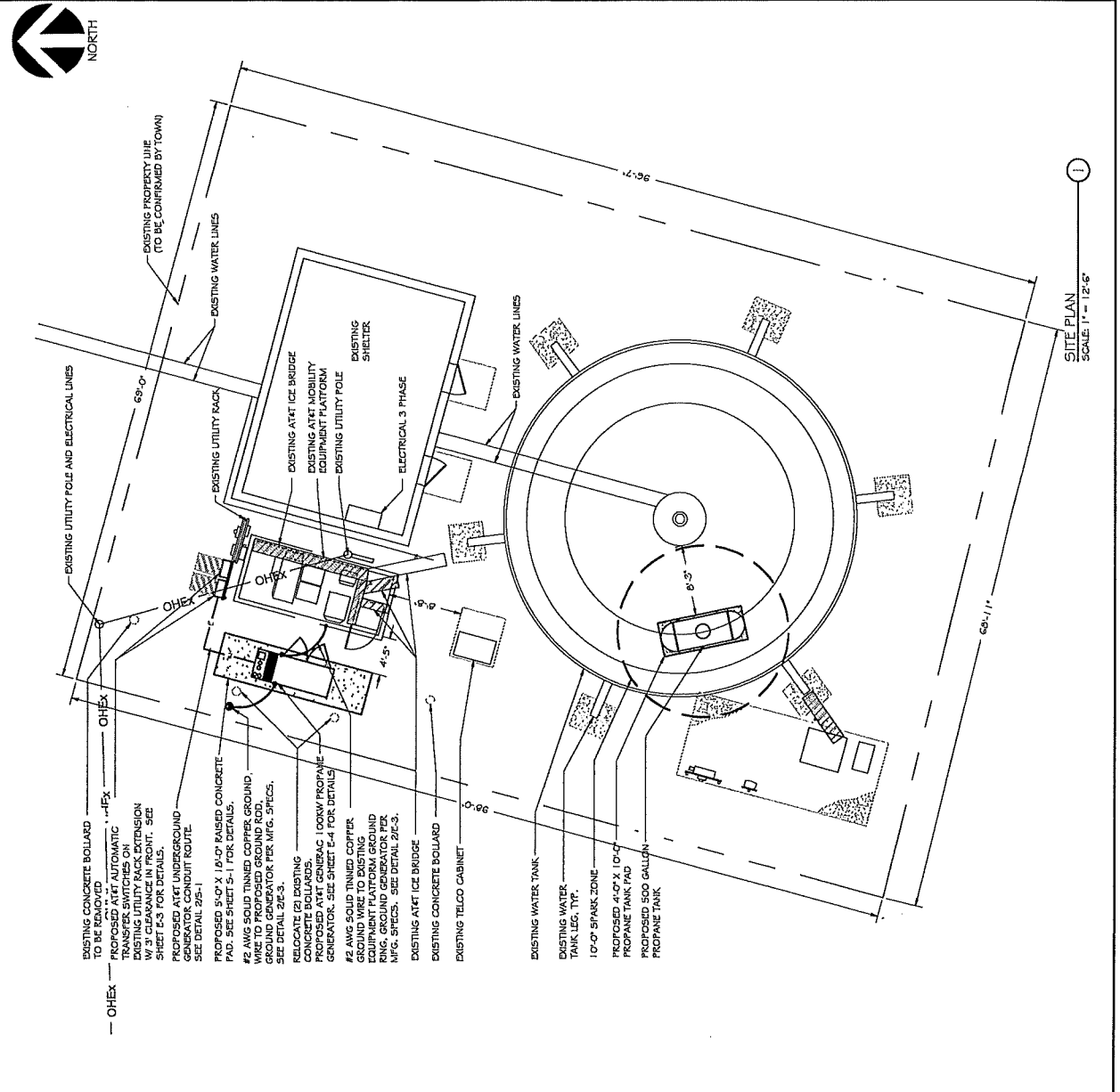
STATUS: PRELIMINARY
 PRODUCT TITLE: BERLIN WT
 PROJECT INFORMATION:
 100 FRANKLIN AVENUE
 BERLIN, MARYLAND 21011

SHEET TITLE: SITE PLAN & EQUIPMENT LAYOUT



SCALE: 1" = 12'-6"
 NUMBER: 34045
 SHEET: A-1

Attachment 1



SCOPE OF WORK DETAILS

GENERAL:
 NEW GENERAL PROpane GENERATOR PROVIDED BY GENERAL DYNAMICS & INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
 NEW 5'-0" X 13'-0" CONCRETE PAD PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-2.
 NEW GENERAL AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS & INSTALLED BY CONTRACTOR (AS REQUIRED). SEE E-3 & E-5.
 CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION & RESTORE & REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CONDUITS:
 INSTALL PULL STRING IN EACH CONDUIT.
 (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONDUITORS TO RUN FROM NEW GENERATOR TO NEW ATS. CONTRACTOR. SEE E-1, E-2 & E-3.
 (2) NEW 1" ELECTRICAL CONDUIT WITH CONDUITORS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED & INSTALLED BY CONTRACTOR. SEE E-1, E-2 & E-3.
 (1) NEW 1" ALUMINUM CONDUIT PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.

GROUNDING:
 PROVIDE MECHANICAL CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. LOCATE GROUND RODS NO MORE THAN 8'-0" APART.

H-FRAME:
 PROVIDE NEW H-FRAME IF REQUIRED, MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME. USE ALL GALVANIZED COMPONENTS, WHITE PLASTIC AND CONCRETE SUPPORTS. CONCRETE SUPPORTS SHALL BE SET AT LEAST 2" ABOVE EXISTING GROUND LEVEL. SLOPE THE GROUND AWAY FROM THE H-FRAME FOR POSITIVE WATER DRAINAGE OFF THE FLOOR.



STAFF REPORT

To: Mayor and Members of the Town Council

From: Town Administrator Laura Allen 

Meeting Date: December 11, 2017

Subject: EDU Financing Policy Modification

RECOMMENDATION

Staff recommends the Council adopt Resolution 2017- 09 which modifies the Equivalent Dwelling Unit (EDU) policy to include existing businesses.

EXECUTIVE SUMMARY

In January 2017, the Mayor and Council adopted an EDU Financing Policy. Recently, the Mayor and Council have expressed interest in modifying the policy to include existing businesses that are interested in expanding.

FISCAL IMPACT

Enabling businesses to finance EDUs delays the payment for water and sewer capacity to the Town. Experience has demonstrated this does not create a cash flow issue for the Town.

BACKGROUND

The Mayor and Council have a practice of approving EDU financing requests from residents and business owners.

In January 2017, the Mayor and Council approved a policy which established certain criteria to be met for EDUs to be financed by the Town. The policy also set a limit on the number to be financed and included a requirement to assess financing charges.

ANALYSIS

Reasons For Recommendation

The current policy limits the eligible properties to those on septic systems or wells. Adopting Resolution 2017-09 would enable the Mayor and Council to approve EDU financing requests from current businesses.

CONCLUSION

Staff recommends the Council adopt Resolution 2017- 09 which modifies the Equivalent Dwelling Unit (EDU) policy to include existing businesses.

Attachment: Resolution



RESOLUTION 2017-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND ESTABLISHING AN EQUIVALENT DWELLING UNIT (EDU) FINANCING POLICY

WHEREAS, the Mayor and Council of the Town of Berlin, Maryland wish to encourage connection to public water and sewer services for existing developed properties which are currently served by private well and/or septic systems where treatment and disposal capacity is available and has been allocated for connection of such properties; and

WHEREAS, the Mayor and Council of the Town of Berlin, Maryland also wish to encourage connection to public water and sewer services for undeveloped properties; and

WHEREAS, the Mayor and Council of the Town of Berlin desire to encourage the expansion of existing businesses; and

WHEREAS, the Mayor and Council have determined that it is desirable and serves an important public purpose to enable financing of the Equivalent Dwelling Unit (EDU) charge for existing businesses interested in expanding as well as properties wishing to connect to Town water and sewer services, and

WHEREAS, the Mayor and Council of the Town of Berlin, recognize the community benefits that come from small, infill projects and wish to encourage more of them, and

WHEREAS, the Mayor and Council of the Town of Berlin, Maryland have periodically approved financing of the Equivalent Dwelling Unit (EDU) charges, and wish to continue to do so subject to this policy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Berlin, Maryland that the following regulation is hereby established regarding financing of the Equivalent Dwelling Unit charge for developed properties which are currently being served by private well and/or septic systems and undeveloped properties, which are subsequently connected to public water and sewer services.

Purpose

The purpose of this resolution is to establish a policy for financing the Equivalent Dwelling Unit charge for existing businesses interested in expanding, as well as developed properties which are currently served by private well and/or septic systems and undeveloped properties, which desire to be connected to public water and sewer services. This policy is intended to apply to both commercial and residential properties. Projects and expansions of existing businesses that require more than 5 EDUs are not eligible.

Permitted

Financing of the Equivalent Dwelling Unit charge for:

1. Existing businesses that wish to expand
2. Developed properties which are currently served by private well and/or septic systems and
3. Undeveloped properties, which desire to be connected to public water and sewer services.

Conditions

Where there is:

1. An existing business wishing to expand,
2. A developed property currently served by a private well and/or septic system, or
3. An undeveloped property, where by the property owner desires or is required to connect to the public water and sewer facilities,

the property owner may request financial terms to be extended by the Town. The following conditions shall apply:

The property owner must submit a written application to finance the Equivalent Dwelling Unit charge to the Town Administrator, which shall be signed by the legal owner(s) of the property to be served, and provide such other documentation as required by the Town Administrator.

The property owner may ask to finance up to five (5) EDUs per project over a period of up to five (5) years with an annual financing charge of 3%.

The property owner must agree to the condition that any remaining balance shall be paid in full upon transfer of the property.

The property owner is responsible for all costs related to the physical connection of their property to the existing public water and sewer infrastructure and for proper capping and closure or removal of their previous well and/or septic system.

When using a Public Works Agreement (PWA), a property owner pursuing construction of water or sewer lines or facilities must pay actual construction inspection fees and charges. The terms for financing the Equivalent Dwelling Unit charge shall be added to the final Public Works Agreement.

The Town Administrator shall coordinate review of the application by appropriate Town departments and if it is found favorable and in accordance with the conditions of this policy, financing shall be approved. If the application is not in accordance with the conditions of this policy, it shall not be approved.

The Town Administrator shall maintain a registry of all applications for financing of the Equivalent Dwelling Unit charge and all decision made on each application.

Any applicant whose application is denied may request a review of the decision by the Mayor and Council. The request must be in writing and submitted to the Mayor and Council within thirty (30) days of the denial. The Mayor and Council shall have the authority to direct the Town Administrator to approve the application or may let the denial stand. There shall be no appeal to any court and there shall no right to review of appeal by any other person other than the applicant.

PASSED AND ADOPTED this _____ day of _____, 2017 by the Mayor and Council of the Town of Berlin by affirmative vote of _____ to _____ with _____ abstaining.

William G. Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator

Elroy Brittingham, Sr., Vice-President

Requisition Manager: 201800919 - NEW VEHICLE

Save and Close |
 New |
 Delete |

 Print Screen |
 Help |
 ICM (0) |
 Actions

Vendor Name: CRISWELL CHEVROLET
 Vendor Number: 0002543
 Vendor Set: 01
 Approval Status: Waiting for Approval

503 QUINCE ORCHARD
 GAITHERSBURG, MD 20878-
 U.S.A.

[Change Business Address](#)

General	Number	201800919	
Item Entry	Description	NEW VEHICLE	
Shipping Entry	Department	POLICE - POLICE DEPARTMENT	
Items Distributions	Issue Date	11/26/2017	
Item Approvals	On Hold	<input type="checkbox"/>	
Item Approval History	Requested By	ROBERT FISHER	
Items Transferred	Auto Approve	<input checked="" type="checkbox"/>	
Notes	Ship To	Police Department - Town of Berl	
PO Notices	Vendor	0002543 • CRISWELL CHEVR	
TCM			
User Defined			

Vendor Name: CRISWELL CHEVROLET
 Vendor Number: 0002543
 Vendor Set: 01
 Approval Status: Waiting for Approval

503 QUINCE ORCHARD
 GAITHERSBURG, MD 20878-
 U.S.A.

[Change Business Address](#)

Load Commodity Defaults

Commodity	GOODS - GOODS	
Item Description	NEW VEHICLE	
Ship To	Police Department - Town of Be	
Vendor	0002543 - CRISWELL CHEVROLET	
Ordered	Units: 1.000000	Price: 34,531.000000
Shipping		Amount: 34,531.00
Sales Tax		0.00
		0.00
Total Item		\$34,531.00
Trade Discount		\$0.00
Account	01-5200-5255	CAPITAL OUTLAY EQUIPMENT
Project Account		Vendor Part Number
Special Instructions	Split Distribution	Need By Date

CRISWELL AUTO.COM



Criswell Chevrolet Fleet Sales 503 Quince Orchard Road, Gaithersburg, MD 20878
Phone: (301)948-5460 Fax: (301) 948-1381 Email: fleet-man@msn.com

QUOTE REQUEST

2018 Chevrolet Tahoe SUV

Contract: 001B8400180

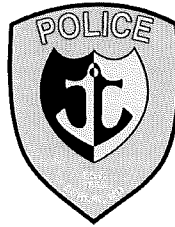
Requested By:
Robert Robert
Town Of Berlin
10 William Street
Berlin MD 21811
Phone: 410-641-1333

Contract Price:	\$32,790.00
Total with Options:	\$34,531.00
Order Total (with Quantity):	\$34,531.00

Code	Option Description	Option Price
6J3	Wiring, Grill Lamps and Siren Speaker	\$92.00
K6J7RF	Separate front from rear flasher on SEO 6J7 NOTE: must order SEO 6J7	\$110.00
UE0	Bluetooth for Phone	\$185.00
6J7	Front & Rear Wig-Wag Flasher System	\$495.00
S6N	Trailer Hitch Insert	\$35.00
AJ1	Deep Tinted Glass	\$295.00
GBA	Black	\$0.00
RC3	P265/70R17 All Terrain Blackwall.	\$300.00
RD6	17" x 8" Painted Steel Standard	\$0.00
9U3	Delete center portion of split bench seat so that emergency equipment console can be installed	\$229.00
5T5	Front Cloth and Rear Vinyl Seats	\$0.00

410-641-1333
410-641-4880 (FAX)

Arnold R. Downing
Chief of Police



Berlin Police Department

10 WILLIAM STREET
BERLIN, MARYLAND 21811

December 7, 2017

To: Mayor and Council

The Berlin Police Department is requesting the approval of PO#201800921. The money requested was already allocated in the FY18 budget. Non-Capital Equipment 01-5200-5650 was approved at \$20,160.00 and the request is for \$20,152.70. Bids were obtained from three vendors for the desktops requested for the new police department, with Dell coming in as the best value and more equipment and software. Capital 01-5200-5255 was approved at \$6,040 and the request is for \$6,395. Bids were obtained from three vendors for the server requested for the new police department, with Dell coming in as the best value. The bid is \$355.00 over what was requested due to newer model than what was available last year and a few recommended upgrades. By dealing with Dell I was able to save \$1,500 dollars and hence the recommendation to purchase directly through the Towns representative.

A handwritten signature in black ink, appearing to read "Robert Fisher", with a long horizontal flourish extending to the right.

Lt. Robert Fisher

Vendor Name: DELL MARKETING L P
Vendor Number: 0000702
Vendor Set: 01
Approval Status: Waiting for Approval

C/O DELL USA L P
 P O BOX 802816
 CHICAGO, IL 60680
 U.S.A.

[Change Business Address](#)

General	Number	201800921	
Item Entry	Description	NEW COMPUTERS FOR PD	
Shipping Entry	Department	POLICE - POLICE DEPARTMENT	
Items Distributions	Issue Date	11/26/2017	
Item Approvals	On Hold	<input type="checkbox"/>	
Item Approval History	Requested By	ROBERT FISHER	
Items Transferred	Auto Approve	<input checked="" type="checkbox"/>	
Notes	Ship To	Police Department - Town of Berl	
PO Notices	Vendor	0000702 • DELL MARKETING	
TCM			
User Defined			

Vendor Name: DELL MARKETING L P
Vendor Number: 0000702
Vendor Set: 01
Approval Status: Waiting for Approval

C/O DELL USA L P
 P O BOX 802816
 CHICAGO, IL 60680
 U.S.A.

[Change Business Address](#)

General

Item Entry

Shipping Entry

Items Distributions

Item Approvals

Item Approval History

Items Transferred

Notes

PO Notices

TCM

User Defined

GOODS - GOODS

NEW COMPUTERS FOR PD

Police Department - Town of Be

0000702 - DELL MARKETING L P

Commodity	GOODS - GOODS	Units	21.000000	Price	959.652200	Amount	20,152.70
Item Description	NEW COMPUTERS FOR PD	Ordered				Shipping	0.00
Ship To	Police Department - Town of Be	Shipping				Sales Tax	0.00
Vendor	0000702 - DELL MARKETING L P	Sales Tax					
Total Item							\$20,152.70
Trade Discount							\$0.00

Vendor Part Number

Need By Date

Account: 01-5200-5650 NON-CAPITAL EQUIPMENT

Project Account:

Split Distribution

Special Instructions



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$20,152.70

201800921
01-5200-5650 NOW-CAP

Quote number: 3000020315781.1	Quote date: Dec. 6, 2017	Quote expiration: Jan. 5, 2018	Deal ID: 15193693
Company name: TOWN OF BERLIN	Customer number: 25257006	Phone: (410) 641-2770	
Sales rep information: Jeb Yarbrough Jeb_Yarbrough@Dell.com (800) 456-3355 Ext: 7254112	Billing Information: TOWN OF BERLIN 10 WILLIAMS ST BERLIN MD 21811-1233 US (410) 641-2770		

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 3050 Micro	21	\$634.00	\$13,314.00
Micro AIO Stand MFS18 CUS KIT	21	\$71.99	\$1,511.79
Dell 24 Monitor - P2417H	21	\$165.19	\$3,468.99
Dell USB Slim DVD +/- RW Drive - DW316	2	\$34.99	\$69.98
OEM CSP - Office 365 Business annual subscription	21	\$85.14	\$1,787.94

O365 Renewal Rate is USD 1787.94 plus tax per subscription and is subject to change upon notice

Subtotal:	\$20,152.70
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$20,152.70
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$20,152.70

Note: This Quote contains a Recurring Service.

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jeb Yarbrough

Order this quote easily online through your [Premier](#) page, or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
ACCOUNTS PAYABLE	(410) 641-2770	Standard Ground	10 WILLIAMS ST BERLIN MD 21811-1233 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 Micro	21	\$634.00	\$13,314.00
	Estimated delivery date: Dec. 12, 2017			
	Contract No: 50ahc			
	Customer Agreement No: NCPA 01-42			
210-AKHB	OptiPlex 3050 Micro Form Factor BTX	21	-	-
338-BKYO	Intel Core i5-7500T (QC/6MB/4T/2.7GHz/35W); supports Windows 10/Linux	21	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	21	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	21	-	-
370-ADJK	8GB (1x8GB) 2400MHz DDR4	21	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	21	-	-
575-BBBI	No Integrated Stand option	21	-	-
401-AANH	2nd Hard Drive: not included	21	-	-
555-BDGW	Intel Dual Band Wireless AC 3165 (802.11ac) 1x1 + Bluetooth	21	-	-
555-BDIN	Intel DB WLAN 3165 Software	21	-	-
461-AABV	No Accessories	21	-	-
321-BCJS	OptiPlex 3050 MFF with 65W up to 87% efficient adapter	21	-	-
470-AAJL	NO ADAPTER	21	-	-

580-AEYY	Dell KM636 Wireless Keyboard & Mouse Black (English)	21	-	-
570-AADI	Mouse included with Keyboard	21	-	-
631-ABFE	No Out-of-Band Systems Management	21	-	-
525-BBCL	SupportAssist	21	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	21	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	21	-	-
658-BBRB	Waves Maxx Audio	21	-	-
658-BCUV	Dell Developed Recovery Environment	21	-	-
620-AALW	OS-Windows Media Not Included	21	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	21	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	21	-	-
332-1286	US Order	21	-	-
389-BBUU	Shipping Label for DAO	21	-	-
389-BRKR	Ship Material Micro for Opti 5050	21	-	-
461-AABF	No CompuTrace	21	-	-
551-BBBJ	No Intel Responsive	21	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	21	-	-
450-AEWN	65W AC Adapter	21	-	-
329-BBJL	TPM Enabled	21	-	-
450-ABED	Power Cord	21	-	-
389-BDQH	Retail POD	21	-	-
632-BBBJ	CMS Software not included	21	-	-
389-BROS	Regulatory Label Opti 3050 Micro Form Factor	21	-	-
340-ABJI	No Diagnostic/Recovery CD media	21	-	-
389-BLSV	Intel Core i5 Processor KabyLake Label	21	-	-
817-BBBC	Not selected in this configuration	21	-	-
340-BKBS	PLCMT,DOC,3050,MFF,DAO	21	-	-
800-BBIP	Desktop BTS/BTP Shipment	21	-	-

998-CHTV	Fixed Hardware Configuration	21	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	21	-	-
803-8646	ProSupport: Next Business Day Onsite, 3 Years	21	-	-
803-8702	ProSupport: 7x24 Technical Support, 3 Years	21	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	21	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Micro AIO Stand MFS18 CUS KIT	21	\$71.99	\$1,511.79
	Estimated delivery date: Dec. 12, 2017			
	Contract No: 50ahc			
	Customer Agreement No: NCPA 01-42			
452-BCQC	Micro AIO Stand MFS18 CUS KIT	21	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 24 Monitor - P2417H	21	\$165.19	\$3,468.99
	Estimated delivery date: Dec. 12, 2017			
	Contract No: 50ahc			
	Customer Agreement No: NCPA 01-42			
210-AIIM	Dell 24 Monitor - P2417H	21	-	-
814-5380	Dell Limited Hardware Warranty	21	-	-
814-5381	Advanced Exchange Service, 3 Years	21	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell USB Slim DVD +/- RW Drive - DW316	2	\$34.99	\$69.98
	Estimated delivery date: Dec. 12, 2017			
	Contract No: 50AHC			
	Customer Agreement No: NCPA 01-42			
429-AAUX	Dell USB Slim DVD +/- RW Drive - DW316	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OEM CSP - Office 365 Business annual subscription	21	\$85.14	\$1,787.94
	Estimated delivery date: Dec. 28, 2017			
	Contract No: 50ahc			
	Customer Agreement No: NCPA 01-42			

A9524748 OEM CSP - Office 365 Business annual subscription 21 - -

O365 Renewal Rate is USD 1787.94 plus tax per subscription and is subject to change upon notice

Subtotal:	\$20,152.70
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$20,152.70

Vendor Name: DELL MARKETING L P
 Vendor Number: 0000702
 Vendor Set: 01
 Approval Status: Waiting for Approval

C/O DELL USA L P
 P O BOX 802816
 CHICAGO, IL 60680
 U.S.A.

[Change Business Address](#)

General	Commodity	GOODS - GOODS	Load Commodity Defaults
Item Entry	Item Description	NEW COMPUTERS FOR PD	
Shipping Entry	Ship To	Police Department - Town of Be	
Items Distributions	Vendor	0000702 - DELL MARKETING L P	
Item Approvals	Units	1.0000000	Price
Item Approval History	Ordered	6,395.0000000	Amount
Items Transferred	Shipping		0.00
Notes	Sales Tax		0.00
PO Notices			
TCM	Total Item		\$6,395.00
User Defined	Trade Discount		\$0.00
	Account	01-5200-5255	CAPITAL OUTLAY EQUIPMENT
	Project Account		Vendor Part Number
	Special Instructions	Split Distribution	Need By Date

201800921

01-520-5255



A quote for your consideration!

Total: \$6,395.00

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000020328878.1	Quote date: Dec. 6, 2017	Quote expiration: Jan. 5, 2018	Solution ID: 8933944
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Company name: TOWN OF BERLIN	Customer number: 25257006	Phone: (410) 641-2770
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Sales rep information: Joel Culpepper Joel_Culpepper@Dell.com (800) 456-3355 Ext: 5138724	Billing Information: TOWN OF BERLIN 10 WILLIAMS ST BERLIN MD 21811-1233 US (410) 641-2770
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Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R440 - [AMER_R440_12423]	1	\$6,395.00	\$6,395.00
		Subtotal:	\$6,395.00
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$6,395.00
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$6,395.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Joel Culpepper

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Shipping Group 1

Shipping Contact: ACCOUNTS PAYABLE	Shipping phone: (410) 641-2770	Shipping via: Standard Ground	Shipping Address: 10 WILLIAMS ST BERLIN MD 21811-1233 US
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SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R440 - [AMER_R440_12423]	1	\$6,395.00	\$6,395.00
	Estimated delivery date: Jan. 8, 2018			
	Contract No: 50AHC			
	Customer Agreement No: NCPA 01-42			
210-ALZE	PowerEdge R440 Server	1	-	-
384-BBQW	Motherboard	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BCUU	3.5" Chassis with up to 4 Hot Plug Hard Drives	1	-	-
405-AAOM	Internal PERC	1	-	-
340-BSFX	PowerEdge R440 Shipping	1	-	-
343-BBIC	PowerEdge R440 x4 Drive Shipping Material	1	-	-
338-BLUS	Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s 2UPI, 14M Cache, Turbo, HT (85W) DDR4-2400	1	-	-
374-BBBX	No Additional Processor	1	-	-
412-AAJT	Standard Heat Sink	1	-	-
370-ADNU	2666MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BCDP	RAID 5	1	-	-

405-AAOE	PERC H730P+ RAID Controller, 2GB NV Cache, Adapter, Low Profile	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
385-BBLD	iDrac9, Basic	1	-	-
379-BCQY	iDRAC Group Manager, Disabled	1	-	-
379-BCSG	iDRAC,Legacy Password	1	-	-
330-BBHL	Riser Config 1, 1 x 16 FH	1	-	-
542-BBBP	On-Board LOM Dual/Quad Port 1GBE	1	-	-
429-ABBS	DVD +/-RW, SATA, Internal	1	-	-
450-AGOY	Dual, Hot Plug, Redundant Power Supply (1+1), 550W	1	-	-
350-BBBW	No Bezel	1	-	-
350-BBKT	Dell EMC Luggage Tag	1	-	-
350-BBKQ	Quick Sync	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
770-BBHJ	No Rack Rails or Cable Management Arm	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
332-1286	US Order	1	-	-
815-3441	Dell Hardware Limited Warranty Plus Onsite Service	1	-	-
815-3515	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-
815-3516	ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 3 Years	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
900-9997	On-Site Installation Declined	1	-	-
370-ADND	16GB RDIMM, 2666MT/s, Dual Rank	4	-	-
400-ASGT	600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet	2	-	-

(3m), Power Cord, North America

Subtotal:	\$6,395.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$6,395.00

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.