

BERLIN, MARYLAND
MAYOR AND COUNCIL MEETING
MONDAY DECEMBER 14, 2015

COUNCIL CHAMBERS – BERLIN TOWN HALL
10 WILLIAM STREET
BERLIN, MD 21811

EXECUTIVE SESSION.....6:00 PM
REGULAR SESSION7:00 PM

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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**BERLIN MAYOR AND COUNCIL
MEETING AGENDA
Monday, December 14, 2015**

- 6:00 PM EXECUTIVE SESSION – BERLIN TOWN HALL**
- a. Pursuant to Section §3-305(b)(14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposals process.
 - b. Pursuant to Section §3-305(b)(7) To consult with counsel to obtain legal advice on a legal matter.
- 7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers**
1. Approval of the Minutes for:
 - a. Executive Session of 11/23/15
 - b. Statement of Closure 11/23/15
 - c. Regular Session of 11/23/15
 2. Special Event New Year's Eve Celebration 10:00p.m – 1:00a.m – Economic and Community Development Director - Ivy Wells
 3. FY2015 Financial Audit - PKS & Company
 - a. FY 2015 Audit presentation
 - b. Motion of the Mayor and Council 2015-11 to Approve FY Audit
 4. Resolution 2015-17 General Obligation Bond for acquiring the Former Tyson Property
 5. Motion of the Mayor and Council 2015-12 Maryland Smart Energy Community (MSEC) Energy Efficiency and Renewal Energy Plan – Administrative Services Director, Mary Bohlen
 6. Motion of the Mayor and Council 2015-13 Davis, Bowen, Friedel Engineering Proposal Tennis Court Replacement Project - Administrative Services Director, Mary Bohlen
 7. Departmental Reports
 - a. Finance Director – Natalie Saleh
 - b. Water Resources/Public Works – Jane Kreiter
 - c. Administrative Services Director – Mary Bohlen
 - d. Electric – Tim Lawrence
 - e. Police – Arnold Downing
 - f. Planning – Dave Engelhart
 - g. Managing Director – Jeff Fleetwood

h. Economic and Community Development– Ivy Wells

8. Town Administrator's Report
9. Comments from the Mayor
10. Comments from the Council
11. Comments from the Public
12. Comments from the Press
13. Adjournment



BERLIN MAYOR AND COUNCIL
MEETING MINUTES
Monday, November 23, 2015

6:30 PM EXECUTIVE SESSION – BERLIN TOWN HALL

- a. Pursuant to Section §3-305(b)(3) to consider the acquisition of real property for a public purpose and matters directly related thereto.
- b. Pursuant to Section §3-305(b)(7) to consult with counsel to obtain legal advice on a legal matter.

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

Present: Mayor Gee Williams, Councilmembers Thom Gulyas, Dean Burrell, Troy Purnell and Lisa Hall

Council Absent Council Vice President Elroy Brittingham

Staff Present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Planning Director Dave Engelhart, Chief of Police Arnold Downing, Utilities Director Tim Lawrence, Public Works and Water Resources Director Jane Kreiter, Administrative Services Director Mary Bohlen, Economic and Community Development Director Ivy Wells

Staff Absent: Finance Director Natalie Saleh, Town Attorney Dave Gaskill

1. Approval of the Minutes for:

- a. Executive Session for 11/9/15

On the motion of Councilmember Gulyas, the Executive Session minutes of November 9, 2015 were approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP					X
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	4	0			1

1.b. The Mayor read the statement of closure.

1.c. Approval of the Minutes of:
 Regular Session of 11/9/15

On the motion of Councilmember Gulyas, the Regular Session minutes of November 9, 2015 were approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP					X
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	4	0			1

2. Atlantic General Hospital – Proclamation 2015-16: Giving Tuesday
Mayor Williams presented Michael Franklin and Todd Ferrante the Giving Tuesday Proclamation. Both gentlemen accepted on behalf of Atlantic General Hospital. Tuesday, December 1, 2015 has been proclaimed as Giving Tuesday. Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.
3. Motion of the Mayor and Council 2015-09: Canceling 12/28/15 meeting
Mayor Williams noted the time of year of the 12/28/15 meeting and the upcoming holidays and the fact that there are not any major issues pressing. Regular meetings will resume on January 11, 2016.

Councilmember Purnell, moved to approve Motion 2015-09, canceling the 12/28/15 meeting. The motion was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP					X
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	4	0			1

4. Motion of the Mayor and Council 2015-10: Disposal of Vehicles, Chief Arnold Downing
Chief Downing addressed the Mayor and Council about the seven vehicles in need of disposal. These vehicles have been damaged for several years and used for parts when able. They have been stored at Racetrack Auto with no storage fee charged to the Town of Berlin for multiple years.

On the motion of Councilmember Burrell, the motion to dispose of seven Police vehicles was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP					X
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	4	0			1

5. Departmental Reports

a. Water Resources/Public Works – Jane Kreiter

The staff in both departments are preparing for winter weather. Plows have been attached, spreaders are also attached. The Wastewater Treatment Plant staff is in the process of winterizing plant.

b. Administrative Services Director – Mary Bohlen

Just Walk Berlin, on November 14, 2015 had a record turnout of sixty-three (63) participants. Ms. Bohlen credits the increased crowd to the bounce house, health screenings and an increase in the course from one mile to two miles. Additionally, Ms. Bohlen was pleased to announce that Town had been awarded a Public Works grant of \$218,000 for the tennis courts. Construction should be able to begin Spring of FY16. The existing tennis courts will be torn out completely and replaced with a porous surface if the budget allows. Mayor Williams asked to be kept up to date on the status of the project. Currently, the Town is working with DBF (Davis, Bowen and Friedel) on getting bid specifications.

c. Electric – Tim Lawrence

The Christmas light are up and ready to work downtown. The Christmas Tree downtown was put up today (11/23/15) and decorated with bows. Cannery Village has approximately ten homes that are energized and have power to them.

d. Police – Arnold Downing

Chief Downing reported that Dollar General wanted to put a donation box in their store for toys for Worcester GOLD and after one day of the box being there it was in need of emptying. We are very grateful for the store's support. This year's holiday charitable events also include 'shop with a cop' via The Cricket Center. At this point Town Administrator, Ms. Allen asked Chief Downing to speak in reference to Purchase Order 20160080 for \$25,401.00 to Pittsville Motors for a new Police vehicle. This is in packet to be approved. This was a Purchase Order to Pittsville Motors for a replacement vehicle. Ocean Pines, Ocean City and Pocomoke all have used these new Interceptor/Explorers; they are the preferred Police Vehicle over the Tahoe's. There are approximately five Crown Victoria's left in the fleet. They will be phased out within three years. As a FYI, the delivery time for the Explorer is approximately two and half months. As a comparison, delivery time on the Tahoe's were approximately sixteen months. Chief also noted kudos to Pittsville Motors for consistently being below contract price. Future disposals will be handled on a case-by-case-basis. The Council approved the PO as part of the chief's report. On the motion of Councilmember Hall, this purchase order was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP					X
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	4	0			1

e. Planning – Dave Engelhart

The department has received the Stormwater and Site Engineering plans and are compiling figures now. Mr. Engelhart stated that he knew the Planning Department had been busy. The following numbers help solidify that:

- 2013 – 145 Total building permits
- 2014 – 161 Total building permits
- YTD 2015 – 253 Total building permits

Mr. Engelhart noted that there have been eleven new home permits. Since the passage of ordinance requiring sprinklers, there have been five permits issued and two more are being processed. Mayor Williams noted that since the Wastewater Treatment Plant upgrade, it was expected that we would issue thirty (30) EDU's annually. Mayor Williams would like Water Resources and Public Works Director Ms. Kreiter and Finance Director Ms. Saleh to work together to see how close to the number we really are.

f. Managing Director – Jeff Fleetwood

Mr. Fleetwood informed The Council that there would be another new vehicle on the horizon. The Electric Utility had a vehicle totaled recently. He explained that the insurance company is paying more than the value of the vehicle.

g. Economic and Community Development– Ivy Wells

Ms. Wells had several updates and events for the upcoming Holiday Season:

11/24 – Visitors Center decorating party

11/27 – Holiday Arts Night and Tree Lighting Ceremony featuring the Peaches and Mayor Williams on the balcony of the Atlantic Hotel; there will be carriage rides with Santa driving the carriage. Mr. and Mrs. Claus will be at the Visitors Center. Piano legend Eric Byrd will be playing the piano at the Visitors Center.

11/27/15 - Downtown activities will include; Ice Corn Hole, melt-away treat tree for the children (as the tree melts children get the toys) , six ice sculptures sponsored by Ocean Downs Casino. The decorator of the tree this year was Autumn from Bleached Butterfly. WBOC filmed portions of the tree decoration, that will be aired on 12/2/15, WBOC's episode of Delmarva Life.

Saturday: 12/5/15 - Santa is being sponsored by Cannery Village and this particular Santa has local and national ties. He is the Ed France, grandson of local legendary storeowner 'Uncle Ned'. He was also the Santa in the White House when the Carter's were in administration. He will be on site 12 noon to 4 p.m.

12/12/15–Santa and Mrs. Claus 12 noon to 4 p.m.

12/19/15–Santa and Mrs. Claus 12 noon to 4 p.m

On a final note, Ms. Wells stated that the Germantown School application which Ms. Wells volunteered her personal time to help with obtaining the grant was successful.

6. Town Administrator's Report

Ms. Allen shared on behalf of Finance Director, Natalie Saleh that the second data pull with Tyler went well. There will be a chart of accounts meeting on December 3, 2016 between Ms. Allen, Ms. Saleh and Councilmember Burrell. Ms. Allen mentioned that there would be a series of Community Wide meetings in January to discuss incremental growth. The meetings will take place during the last weekend of January 2016, with a bad weather date of the weekend of February 19, 2016.

7. Comments from the Mayor – The Mayor noted that all of the time, but especially this time of the year with all of the world- wide events that we should work towards and look out for each other. Safe travels and a Happy Thanksgiving.

8. Comments from the Council

Gulyas – Councilmember Gulyas echoed Mayor Williams sentiments. Councilmember Gulyas gave kudos to the Electric Department's 'bulb eating machine'.

Hall – Councilmember Hall recently attended a Sustainable Maryland workshop in Cambridge, Maryland. Ms. Hall noted there are numerous new programs and funds that are being released by the Department of Commerce. Another seminar she attended in Salisbury was devoted to Economic Development. After seeing a news program on Television, Ms. Hall suggested that there should be cameras or shields of some sort in our customer service areas. Discussion followed and Mayor Williams summarized as it all begins with discussion.

Burrell – no comment

Purnell – no comment

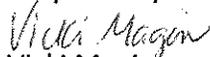
9. Comments from the Public

Mitchell David a resident of Berlin expressed concerns about where are the architectural design standards, in the Town. Mayor Williams responded by saying that in the Planning and Zoning commission three years ago determined that they didn't have the expertise. Consultants have been hired to work on the design standards. Mayor Williams explained that this process will take place in calendar year 2016. Who initiates the consultants, community growth and design standards will come as part of a drill down from the strategic plan and will be discussed in upcoming meetings in January.

10. Comments from the Press - None

11. Adjournment – 7:55 p.m. on the Motion of Councilmember Burrell

Respectfully Submitted,


Vicki Magin

Administrative Assistant



SPECIAL EVENT
TOWN STREET CLOSURE/REQUEST FOR SERVICES



This form must be completed in order to hold an event in the Town of Berlin on public streets or property. Additional documents from the Town of Berlin, or another entity, may be required. Please provide as much information as possible. Form must be signed and appropriate contact information provided to be considered. "Same as last year" will not be accepted for any category.

FORM MUST BE COMPLETED AND SUBMITTED:

NO LESS THAN 60 DAYS IN ADVANCE OF THE EVENT IF STATE ROADS ARE TO BE CLOSED (SEE PAGE 2)
NO LESS THAN 30 DAYS IN ADVANCE OF ANY OTHER EVENT

Today's Date: 10-23-15

NOV 12 '15 AM 11:45

Requested Date(s) of the event: December 31, 2015

Event Start time: 10 PM

Road Closure Start: 5:00 PM

End time: 1 AM End: 2 AM

Name of Event: New Year's Eve Celebration

Location of Event: Main Street *

Estimated number of attendees: 3000

*If activity is in either Stephen Decatur or Henry Park, Parks Reservation form must be complete.

Applicant Name: Ivy Wells

Applicant Cell Phone: 410-707-4441

Sponsoring Organization or Business Name: Berlin Main Street

Email: iwells@berlinmd.gov

Person(s) to Contact Day of Event: Name: Ivy Wells, Cell # 410-707-4441
Name: _____, Cell # _____

Description of event: New Year's Eve Ball Drop

Carnage Rides, DJ on the Stage, Food & Music

The event sponsor hereby agrees to the following conditions:

1. The Town of Berlin, its representative(s) and/or agent(s) will be held harmless for any loss, damage, or liability incurred in connection with the event.
2. The event sponsor is appropriately insured. Proof of insurance may be required; if the event sponsor does not possess the appropriate insurance, the Town of Berlin may require the purchase of one-time event insurance through the Town of Berlin's insurance carrier.
3. The event sponsor will be responsible for any costs incurred by the Town as a result of damage done during the course of the event to Town-owned, rented, or leased properties.
4. The event sponsor and/or its participating vendors are responsible for obtaining any licenses, permits, rights-of-way, etc. for the event, including any permits required by the Worcester County Health Department, the State Highway Administration or any other agencies as appropriate. Any fees or other conditions associated with such will be the sole responsibility of the event sponsor and/or its participating vendors.
5. Activities must occur within the time frame(s) specified. It is the sponsoring organization's responsibility to ensure that vendors, performers, etc. do not set-up earlier than agreed, and will begin break-down of booths, equipment, etc. promptly. Vendors, etc. must be clear of the street/area within one hour of event ending. Private property remaining beyond one hour will be removed from the street.

By my signature below I identify myself as the representative of the above-named organization and/or the individual responsible for adherence to the conditions as set forth.

Signature: Ivy Wells

Date: 10-23-15

Printed Name: Ivy Wells

Approved by the Mayor and Council on the _____ day of _____, 20____. For _____ Opposed _____ Abstain.

DETAILS OF EVENT:

Shaded areas for office use only

Street Closure		Note: Location map is required detailing streets to be blocked. Additionally, a State Highway Administration Request for Road Closure may be required.	
Will event require the closure of street(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Barricade locations must be marked on map.	
Blockage/Closure Time:	Start: _____ End: _____	If streets to be closed are Main Street, Bay Street, Broad Street, Old Ocean City Blvd., or William Street, for more than one hour, State Highway Administration Road Closure Form must be completed.	
		State Highway Form submitted if applicable? <input checked="" type="checkbox"/>	
Will on-street parking need to be cleared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Notes: # of barricades <u>8</u>	No-Parking signs to be placed:
Will parking areas need to be cleared/closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Barricades to be dropped off: <u>12-31-15</u> Time/Date	<u>12-30-15</u> Time/date Must be placed 24 hours prior to event.

Electric		Note: The Electric Department will assist with completion of Service Form.	
Will there be vendors or activities requiring access to electricity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Request for Electric Service form required including information from each vendor/activity requiring electric.	
		Request for Electric Form submitted? <input checked="" type="checkbox"/>	
Will there be banners to be hung?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Request to Hang Banner form needed. Banner Form submitted? <input type="checkbox"/>	

Other Items/Services:		If applicable, items listed are in addition to those normally in place.	
Trash cans	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Required <u>10-12</u>	Trash cans to be placed: <u>12-31-15</u> Time/date <u>9am</u>
Picnic Tables and/or Chairs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Required _____ # Required _____	To be placed: _____ Time/date
Stage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Location to be placed must be marked on map.	Stage to be placed: <u>12-31-15</u> Time/date <u>12pm</u>
Porta-potties	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Standard <u>2</u> # Accessible <u>1</u>	Porta-potties will be placed in the alley on Pitts Street - <u>Jefferson (Yam Shop) side</u> <u>12-31-15</u> Time/date <u>12pm</u>
Signs: Other than banners or parking	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Informational signs during the event not applicable.	If signs are for the promotion of the event (yard signs, temporary billboards, banners other than those hung by the Town Electric Department, etc.) a Sign Permit may be required. Planning Office review _____ Date Sign Permit needed/submitted? <input type="checkbox"/>
Will there be vendors/individuals selling goods or services as part of the event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Vendor's Application and Certification for Peddling and Soliciting will be required for EACH vendor participating in the event. If event/activity is in a municipal park a Business Use of Park Application will be required IN ADDITION to Vendor's Application and Certification for Peddling and Soliciting. Vendor's Permit(s) needed/submitted? <input checked="" type="checkbox"/>	

Additional Forms Required:	Yes	No	Date Rec'd	Initials
State Highway Administration Request for Road Closure	✓			ST
Park Reservation Application and Permit	✓			
Request for Electric Service	✓			
Request for Banner Placement	✓			
Sign Permit	✓			
Vendor's Application and Certification for Peddling and Soliciting	✓			
Business Use of Park Application	✓			
Proof of Insurance	✓			
Other:	✓			



SPECIAL EVENT
REQUEST FOR ELECTRIC



This form is in addition to the "Town Street Closure/Request for Services form. This form must be completed if electric service is required for any vendor/activity for an event. It is the event organizer's responsibility to coordinate with vendors regarding their electric needs; Berlin Electric Department staff will be glad to assist with any questions. Form must be signed and appropriate contact information provided to be considered. "Same as last year" will not be accepted for any category.

Today's Date: 10-23-15

Event start time: 10 pm

Date(s) of the event: November 31, 2015

Event end time: 2 am

Name of Event: New Year's Eve Ball Drop

Number of vendors/activities needing electric service: 2-3

Contact Name: Ivy Wells

Contact Phone (Day): 410-629-1722

Sponsoring Organization Main Street

Email: iwells@berlinmd.gov

Signature: [Handwritten Signature]

Date: 10-23-15

Printed Name: Ivy Wells

Side 2 must be completed.

NOTE: Electric service is available only in specific locations.

1. Complete the reverse of this form to determine vendors' electric needs. Your vendors should know their requirements.
2. Contact the Berlin Electric Department to discuss needs and to assist in determining the best location for specific vendors/activities requiring electric service.

Electric Utility Director Tim Lawrence
410-629-1713
tlawrence@berlinmd.gov

Reviewed by the Electric Utility Department: Date: _____ Initials: _____

Comments _____

DETAILS OF EVENT: Please copy this page as needed.

Vendor: Stage Phone: 410-629-1713

Primary Contact: Tim Lawrence

Vendor Type: DJ or Band

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other:	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: At Town Clock
(determined w/Electric Department)

Vendor: Berley Dax Phone: 443-614-9312

Primary Contact: Nicky Chavis

Vendor Type: Beer Truck

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other: <u>(2) 20 amp</u>	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: _____
(determined w/Electric Department)

Vendor: _____ Phone: _____

Primary Contact: _____

Vendor Type: _____

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other:	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: _____
(determined w/Electric Department)

Vendor: _____ Phone: _____

Primary Contact: _____

Vendor Type: _____

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other:	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: _____
(determined w/Electric Department)

Vendor: _____ Phone: _____

Primary Contact: _____

Vendor Type: _____

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other:	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: _____
(determined w/Electric Department)

Vendor: _____ Phone: _____

Primary Contact: _____

Vendor Type: _____

Load Information

Lighting	_____	KW
Cooking	_____	KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other:	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

Location of Service: _____
(determined w/Electric Department)



Maryland State Highway Administration

Special Event Permit - Data Sheet

Event: New Year's Eve Celebration

Start Date: 12-31-15 End Date: 1-1-16

Start Time: 10:00 End Time: 2:00 am

Purpose/Type: New Year's Bell Drop

Organizer: Berlin Main Street

Contact Person: Ivy Wells Daytime Phone: 410-629-1722

and Address: 145 Main Street Evening Phone: 410-707-4441

Berlin Md 21811 Email Address: iwells@berlinmd.gov

No. of Participants: 3,000 No. of Vehicles/Units: — Rain/Snow Date: —

Proposed Route: Main Street
(Written Description)

Will you be occupying all or part of a highway travel lane? No — Yes

Will you be closing all or part of a roadway? No — Yes

If Yes to either of the above, where? Main: Jefferson to Main and Commerce and Main
and Road to Gay and Road

Have you requested Local Police assistance?* No — Yes Number —

Have you requested Maryland State Police assistance?* No Yes — Number —

*** THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE ***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

DISTRICT 1 Dorchester / Somerset / Wicomico / Worcester

DISTRICT 2 Caroline / Cecil / Kent / Queen Anne's / Talbot

DISTRICT 3 Montgomery / Prince George's

DISTRICT 4 Baltimore / Harford

DISTRICT 5 Anne Arundel / Calvert / Charles / St. Mary's

DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

- Map of affected routes
- Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)
- Other event details _____

(Contact the District Office to determine what, if any, additional information will be required for your event.)

*** Submit completed Data Sheet and Signature Sheet to SHA no later than 60 DAYS prior to your event ***
<http://www.marylandroads.com/Index.aspx?PageId=59>



Maryland State Highway Administration Special Event Permit - Signature Sheet

EVENT: _____

ORGANIZER'S ACKNOWLEDGEMENT

I/We hereby affirm that the ORGANIZER of this EVENT and all PARTICIPANTS will comply with the Laws of the State of Maryland and any applicable county and municipal statutes and ordinances and will adhere to the terms and conditions set forth in this PERMIT. My/Our signature(s) below confirm that the ORGANIZER and all PARTICIPANTS agree to hold harmless from any liability, incurred by them or to others associated with this EVENT, the various governmental agencies providing assistance for this EVENT. The ORGANIZER may be required to obtain Liability and Property Damage Insurance with limits of at least \$300,000 per incident/\$1,000,000 aggregate.

ORGANIZER: Berlin Main Street
PLEASE PRINT NAME

REPRESENTATIVE: Ivy Wells
PLEASE PRINT NAME

SIGNATURE: Ivy Wells
PLEASE SIGN

TERMS AND CONDITIONS

- 1) This EVENT shall adhere to the route, number of participants and vehicles (not more than 10% higher than the numbers on this Permit), date(s) and times shown on the attached _____ sheet(s).
- 2) The ORGANIZER shall ensure that the approved TRAFFIC CONTROL PLAN is followed.
- 3) In the event of winter weather during the event, SHA will require access to all State Highways for weather related operations. This may require cancellation of the event.
- 4) Immediately following the event, the ORGANIZER shall clean up all litter, temporary signs and other event materials and return the roadway to a condition equal to or better than its condition before the event.
- 5) Additional stipulations: _____

AGENCY APPROVALS

Before signing and giving approval for your agency, consider the following:

- 1) Ensure you have the approval authority to sign for your agency to commit manpower and resources.
- 2) Ensure you have looked over the entire application package, including the Route Map and Traffic Control Plan. If you identify any problems, have the event organizer address them prior to signing.
- 3) If reimbursement is required, ensure you have mutually agreed upon the amount (in writing) and terms under which payment will be made.

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: _____
SIGNATURE PRINTED NAME DATE

State Highway Administration: _____
SIGNATURE PRINTED NAME DATE

Maryland State Highway Administration – District 1
Lane Closure Permit/Schedule Summary

<input checked="" type="checkbox"/> Lane Closure Permit	<input type="checkbox"/> Detour	<input type="checkbox"/> Special Request (i.e., ramps)
<input type="checkbox"/> Normal Hours Closure	<input type="checkbox"/> Lane Closure Schedule	<input type="checkbox"/> Other:
Date: <u>10-23-15</u>	District: <u>1</u>	County: <u>Whester</u>
Contract No.: _____	Utility Permit No.: _____	Bridge No.: _____
Route Number (and Name) and Exit Number: _____		
Project/Work Zone Limits: from <u>Main & Jefferson</u>		
(Not by Stations) to <u>Main & Commerce and Grand Street from</u>		
Type of Work: <u>Flag Street to Main St.</u>		
Permittee's Name & Address: _____		

SHA Contact Person: <u>Jana Patten</u>			
Contact Numbers:	<u>410-677-4040</u>		<u>410-543-6598</u>
	Work	Car/Beeper	E-Mail Fax #
Permittee Contact Person: _____			
Contact Numbers:			
	Work	Car/Beeper	E-Mail Fax #

LANE CLOSURE DESCRIPTION

Requested Date(s): <u>December 31, 2015</u>	Days of Week: <u>Thursday</u>
Requested Time Period (s): <u>5pm to 2am</u>	
Travel Direction of Closure:	<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> Inner Loop <input type="checkbox"/> Outer Loop
Closed Lanes: <input checked="" type="checkbox"/> LS <input checked="" type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> RS <input type="checkbox"/> Other:	
ADC Map Page: _____	Coordinates: _____
SHA Traffic Control Standard(s): <u>See Special Event Permit</u>	

District Approval: _____	Date: _____
Coordinate With: _____	Changed: _____
Phone Number: _____	Denied: _____

- o Request for lane closure must be made at least two (2) business working days (48 hours) prior to actual closure. *Weekend and Monday request must be in by Wednesday.*
- o Permits can be faxed or sent via electronic mail to Permittee.
- o Permittee must coordinate with the Project Engineer, if working within Construction Work Zone Limits, in order to receive permission to work in that area.
- o Permittee is responsible for implementation of all traffic control devices which must be in compliance with noted traffic control standard and the MUTCD.
- o This permit is subject to revocation at the discretion of the SHA.
 - o Permittee must have a copy of the approved permit at the work site.



Electric Locations:

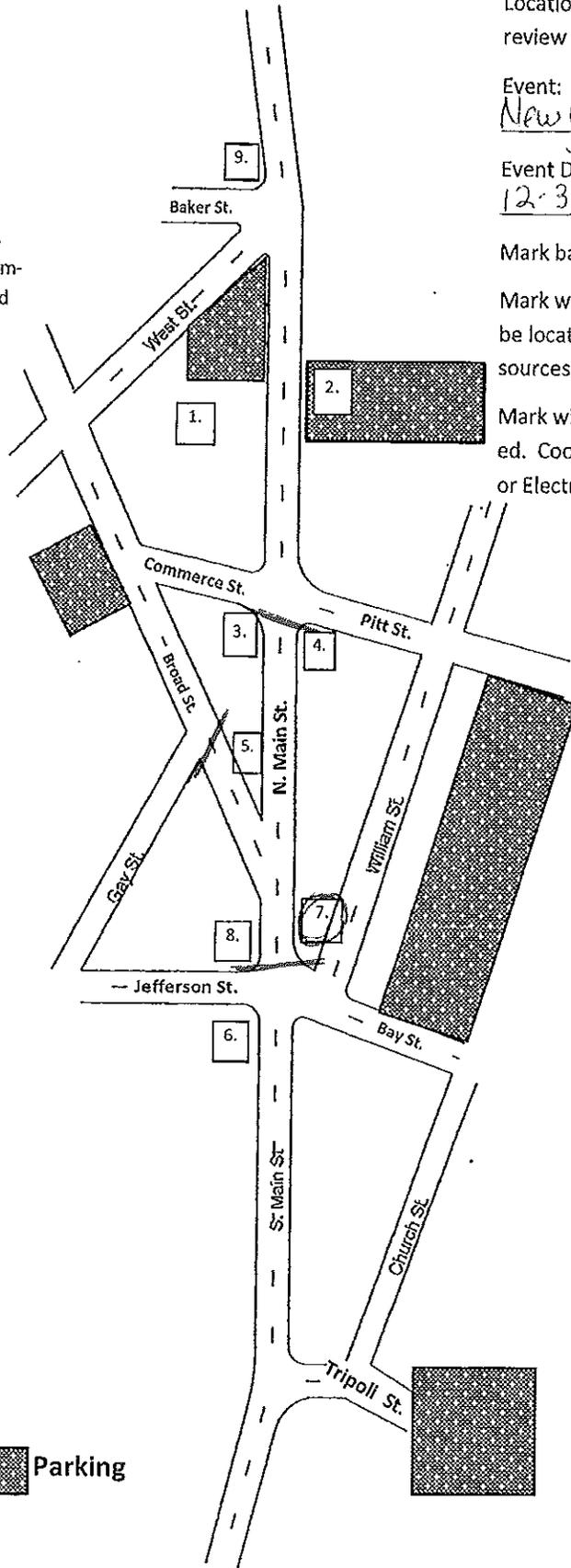
REVIEW WITH ELECTRIC DEPARTMENT.
 Request for Electric Service must be completed. Circle # where electric is needed

1. West/Main Parking
2. Town Parking (Artisan's Way)
3. Taylor Bank (Commerce)
4. Pitt St. (1st Pole)
5. Broad St. (1st Pole)
6. Jefferson St. (1st Pole)
7. Sign post-Town Center (Main/Bay)
8. Secondary Pedestal feed for hotel tree (only after dark)
 Baker St. (1st Pole)

Office Use only:

Comments: _____

 Parking



MAP FOR STREET CLOSURE AND SERVICES

Location of all services dependent on review with appropriate department.

Event:
New Year's Eve Celebration

Event Date:
12-31-15

Mark barricade locations with red line.

Mark with "P" where porta-potties are to be located. Coordination with Water Resources will be required.

Mark with "S" where stage is to be located. Coordination with Public Works and/or Electric Department may be required.



Electric Locations:

REVIEW WITH ELECTRIC DEPARTMENT.
Request for Electric Service must be completed. Circle # where electric is needed

1. West/Main Parking
2. Town Parking (Artisan's Way)
3. Taylor Bank (Commerce)
4. Pitt St. (1st Pole)
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6. Jefferson St. (1st Pole)
7. Sign post-Town Center (Main/Bay)
8. Secondary Pedestal feed for hotel tree (only after dark)
Baker St. (1st Pole)

MAP FOR STREET CLOSURE AND SERVICES

Location of all services dependent on review with appropriate department.

Event:

New Year's Eve Ball Drop

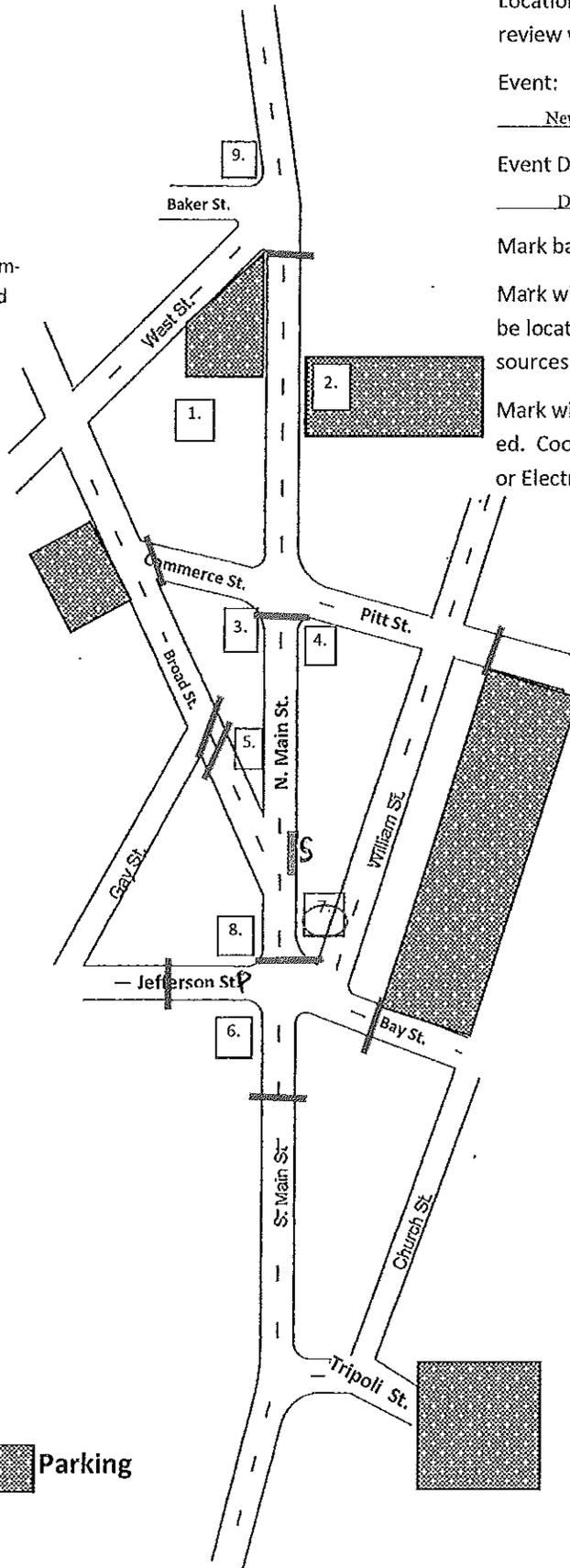
Event Date:

December 31, 2015

Mark barricade locations with red line.

Mark with "P" where porta-potties are to be located. Coordination with Water Resources will be required.

Mark with "S" where stage is to be located. Coordination with Public Works and/or Electric Department may be required.



- Alcohol Boundary
- Barricades
- Stage
- Potties

Office Use only:

Comments: _____

Parking



MOTION OF THE MAYOR AND COUNCIL No. 2015-11

A motion of the Mayor and Council of the Town of Berlin approving the FY15 Financial Audit as presented by Pigg, Krahl, Stern and Co.

Approved this ____ day of _____, 20 ____ by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of ____ to ____ opposed, with ____ abstaining.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

WHEREAS, pursuant to Ordinance No. 2015-07, passed by the Council of the Town on November 9, 2015, approved by the Mayor on November 9, 2015 and effective on November 30, 2015 (the "Ordinance"), the Town authorized the issuance and sale from time to time, upon its full faith and credit, of one or more series of bonds in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000.00) (the "Authorized Bonds"); and

WHEREAS, the Ordinance provides that the proceeds of the sale of the Authorized Bonds are to be used and applied for the public purpose of financing, reimbursing or refinancing costs of acquiring certain property known generally as the former Tyson property, consisting of 68.22 acres, more or less, undertaking a feasibility study with regard to the use of such property, undertaking certain environmental remediation activities with respect to such property, implementing uses on such property and acquiring nearby properties, if necessary, to facilitate those uses, together with, with respect to any of the foregoing properties, planning, design, engineering, development, construction, improvement, equipping and related expenses and activities, related financial, legal and equipping expenses and costs of issuance of any borrowing therefor (collectively, the "Project"); and

WHEREAS, the Ordinance further provides that the Authorized Bonds may be issued from time to time in one or more series and that any such series may be issued as one or more bonds and that any bond may be issued in installment form; and

WHEREAS, the Ordinance provides that each series of the Authorized Bonds shall be sold at a private negotiated sale and not at public sale due to market conditions, the ability to time the market, and the ability to negotiate terms and to thereby achieve a beneficial interest rate or rates and other beneficial terms and the lower costs of issuance typically associated with a private negotiated sale, unless the Council determines by resolution that it would be more advantageous to sell any series of the Authorized Bonds by the solicitation of competitive bids at public sale; and

WHEREAS, for the reasons described in the preceding WHEREAS clause, bond counsel to the Town, with the participation of the Town Administrator of the Town (the "Town Administrator") and the Finance Director of the Town (the "Finance Director"), provided for the distribution to banking institutions and other institutional investors in the general vicinity of the Town and in the Baltimore-Washington, D.C. and Eastern Shore regional areas of a request for proposals dated November 19, 2015 for the purchase of a series of the Authorized Bonds in the form of a single, taxable general obligation installment bond in the principal amount of up to \$3,000,000.00 (bond counsel to the Town having advised that such bond needs to be issued on a taxable basis for federal income tax purposes) in order to determine the potential purchaser likely to offer the most beneficial terms and, thereby, to obtain for the Town, as nearly as possible, the best possible results for the sale of the Authorized Bonds without conducting a public sale by the solicitation of competitive bids; and

WHEREAS, in response to such request for proposals, the Town received two proposals, one from Hebron Savings Bank and one from PNC Bank, National Association, and the Town

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Administrator and the Finance Director recommend, and the Council concurs, that Hebron Savings Bank offers the most desirable terms; and

WHEREAS, the Council has determined that it is in the best interests of the Town and its citizens to issue and sell one series of the Authorized Bonds, in the principal amount of \$3,000,000.00 (subject to adjustment downward as described herein), in the form of a single general obligation installment bond in accordance with, and pursuant to, the authority contained in the Enabling Act, the Charter and the Ordinance, and upon the terms and conditions set forth in this Resolution, the proceeds of which general obligation installment bond are to be used and applied as herein set forth.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYOR AND COUNCIL OF BERLIN that:

(a) The Recitals to this Resolution constitute an integral part of this Resolution and are incorporated herein by reference. Capitalized terms used in the Sections of this Resolution that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Resolution.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the Charter or other applicable law to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter or other applicable law, (iii) to any person who serves in a "Deputy", "Associate" or "Assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the code of ordinances of the Town (the "Town Code"), the official, however known, who is charged under the Charter, the Town Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

SECTION 2. BE IT FURTHER RESOLVED that:

(a) Pursuant to the authority of the Enabling Act, the Charter and the Ordinance, the Town hereby determines to borrow money and incur indebtedness for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of any components of the Project.

(b) Proceeds of the Bond identified in Section 3 below are hereby appropriated to finance, reimburse or refinance costs of the Project.

SECTION 3. BE IT FURTHER RESOLVED that to evidence the borrowing and indebtedness authorized in Section 2 of this Resolution, the Town, acting pursuant to the authority of the Enabling Act, the Charter and the Ordinance, hereby determines to issue and sell, upon its full faith and credit, its general obligation installment bond in the original principal amount of Three Million Dollars (\$3,000,000.00) or such lesser original principal amount as the Mayor shall

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determine with the assistance of the Town Administrator and the Finance Director is needed to accomplish the Project. Such bond shall be designated the "Mayor and Council of Berlin Taxable Public Improvements Bond of 2015" (the "Bond"). In the event the Mayor, with the advice of the Town Administrator, determines that the Bond should be issued in an original principal amount less than Three Million Dollars (\$3,000,000.00) in order to accomplish the Project, the Mayor, on behalf of the Town, is hereby authorized and empowered to approve such lesser original principal amount, such approval to be evidenced conclusively by the Mayor's execution and delivery of the Bond reflecting such lesser original principal amount in accordance with Sections 6 and 8 hereof.

SECTION 4. BE IT FURTHER RESOLVED that:

(a) The Bond shall be dated the date of its delivery and shall be issued in the form of a single, fully-registered bond, without coupons attached. The Bond shall mature, subject to prior prepayment as provided for in accordance with Section 5 of this Resolution and subject to the provisions of subsections (c) and (d) below, on the date that it is three (3) years from the date of its delivery.

(b) Subject to the provisions of subsections (c) and (d) below and the provisions of Section 5 of this Resolution, principal of the Bond shall be payable in three (3) annual installments on the annual anniversary of the date of delivery of the Bond, amortized on a level principal basis assuming a thirty (30) year term. For example, in the event the Bond is delivered on December 18, 2015 in the original principal amount of \$3,000,000.00, and the Town does not exercise its right to extend the maturity date of the Bond as described in subsection (c) below, principal of the Bond shall be due as follows: (i) \$100,000.00 on December 18, 2016, (ii) \$100,000.00 on December 18, 2017, and (iii) \$2,800,000.00 on December 18, 2018. If the Town exercises the right to extend the maturity date of the Bond beyond December 2045 through a combination of extension terms as described in subsection (c) below, and assuming the Bond is delivered in the original principal amount of \$3,000,000.00 and is not prepaid, the Town shall make annual principal payments of \$100,000.00 each through the end of the next-to-last extension term, and the then-unpaid principal shall be amortized on a roughly level principal basis for the final extension term.

(c) Notwithstanding the original stated maturity date of the Bond in December 2018 provided for in subsections (a) and (b) above, the Town shall have the unilateral right prior to expiration of the original amortization period for the Bond and any subsequent extended amortization period for the Bond provided for herein to extend the maturity of the Bond for an additional three (3) year term or an additional five (5) year term by providing written notice to the registered owner of the Bond at least thirty (30) days (or such fewer number of days' notice as is acceptable to the registered owner of the Bond) prior to the then-current maturity date of the Bond. Any such notice shall identify whether the maturity date of the Bond shall be extended for an additional three (3) years or an additional five (5) years. If the Town exercises its option to extend the maturity of the Bond for consecutive terms beyond the original three (3) year maturity date, the Town may select any combination of successive three (3) year or five (5) year maturity dates, provided that, no further right to extend the maturity date of the Bond shall be available after the end of the applicable three (3) year or five (5) year extension term in which December 2045 occurs. For example, assuming the Town elects to extend the maturity date of the Bond beyond the original

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three (3) year maturity for five (5) years, the Town may further extend such maturity date after the first five (5) year extension term as follows: (i) five (5) years, followed by (ii) three (3) years, followed by (iii) three (3) years, followed by (iv) five (5) years, followed by (v) five (5) years, followed by (vi) five (5) years, with the final extension term ending with a maturity date in December 2049 (because that is the extension term within which December 2045 occurs).

(d) Each time the Town elects to extend the maturity date of the Bond in accordance with subsection (c) above, principal on the Bond shall be payable annually in the amount of \$100,000.00, until the last year of the then-current term, in which case the unpaid principal of the Bond shall become due and payable on the date of maturity. For example, assuming the Bond is delivered in the original principal amount of the \$3,000,000.00 and no prepayments of the Bond are made, (i) if the Town elects to extend the maturity date of the Bond for nine (9) successive three (3) year terms after the original three (3) year term of the Bond, the Town shall pay \$100,000.00 on each annual principal due date for the 30-year term of the Bond; (ii) if the Town elects a combination of extension terms that results in a 29-year term of the Bond, the Town shall pay \$100,000.00 on each annual principal due date for the first twenty-eight (28) years and \$200,000.00 at maturity in the 29th year; and (iii) if the Town elects a combination of extension terms that results in a 34-year term as described in subsection (c) above, the Town shall make (A) twenty-nine (29) annual principal payments in the amount of \$100,000.00 each in December of the years 2016 through 2044, inclusive, and (B) five (5) annual principal payments in the amount of \$20,000.00 each in December of years 2045 through 2049, inclusive.

(e) The Bond shall bear interest from its date of delivery through the original maturity date in December 2018 at the rate of three and twenty-five hundredths percent (3.25%) per annum. To the extent the Town exercises its right to extend the maturity date of the Bond for any subsequent term of three (3) years or five (5) years as described in subsection (c) above, the interest rate per annum payable by the Town during any such extension terms shall be calculated as follows: (i) for a three (3) year extension term, the interest rate shall be equal to the prime rate used by the registered owner of the Bond, and (ii) for a five (5) year extension term, the interest rate shall be equal to the prime rate used by the registered owner of the Bond *plus* 0.75%. If the registered owner of the Bond uses more than one prime rate, such registered owner shall select the prime rate it customarily uses for customers with creditworthiness it considers most similar to that of the Town.

(f) Interest on the Bond shall be payable semi-annually, commencing on the date that is six (6) months from the date of delivery of the Bond, and continuing on the corresponding calendar day of the month every six months thereafter in each year until maturity or prior prepayment in whole; provided that the last installment of interest shall be paid on the date that principal of the Bond is retired at maturity or prepaid in whole. For example, if the Bond is delivered on December 18, 2015, interest on the Bond shall be payable in June 18 and December 18 until maturity or prior prepayment in whole, commencing June 18, 2016.

(g) Interest on the Bond shall be computed on a 365-day basis. For purposes of calculating the interest due on the Bond, unpaid outstanding principal on any date shall be an amount equal to the original principal amount of the Bond, less any principal installment paid in

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accordance with subsections (b) or (d) above, and less any principal prepaid in accordance with Section 5 hereof.

(h) The registered owner of the Bond shall provide written notice to the Town Administrator (or any other official specified by the Mayor or the Town Administrator in writing) of the interest and any principal due on the Bond on each semi-annual payment date at least fifteen (15) days prior to such semi-annual payment date, or such fewer number of days as is acceptable to such specified official, but failure to provide such notice shall not affect the amount of, or the Town's obligation to pay, principal or interest due on the Bond.

(i) If a semi-annual payment date falls on a Saturday, Sunday or a day on which the Town, banks in the State of Maryland and/or banks in the state in which the registered owner of the Bond is located are not required to be open, payment may be made on the next succeeding day that is not a Saturday, Sunday or a day on which the Town, banks in the State of Maryland and/or banks in the state in which the registered owner of the Bond is located are not required to be open, and no interest shall accrue on the principal amount owed as of such regularly scheduled payment date for the intervening period.

(j) Principal of and interest on the Bond shall be payable in lawful money of the United States of America. The principal of the Bond, at maturity or upon prior prepayment in whole, shall be payable by check or draft at the office of the Town Administrator in Berlin, Maryland, upon presentment of the Bond, unless the Town Administrator and the registered owner of the Bond agree on a different place or manner of payment (provided that no interest shall be payable beyond the applicable maturity date or prepayment date if the registered owner of the Bond presents the same after such date). Principal of the Bond, prior to maturity or prior prepayment in whole, and interest on the Bond will be payable by check or draft mailed to the registered owner thereof at the address designated by the registered owner in writing to the Town Administrator unless the Town Administrator and the registered owner agree on a different manner of payment. The Town Administrator, on behalf of the Town, is hereby authorized and empowered to make the agreements provided for in this Section 4(j).

(k) Following any exercise by the Town to extend the maturity date of the Bond in accordance with subsection (c) above, the Mayor, on behalf of the Town, is hereby authorized and empowered to acknowledge in writing the amortization schedule for such extension term as generated by or on behalf of the registered owner of the Bond or, to the extent required by the registered owner of the Bond, the Mayor and the Town Administrator are authorized to execute, attest and deliver a replacement Bond reflecting such amortization schedule and any other applicable provisions substantially in the form of the Bond originally executed and delivered in accordance with Sections 6 and 8 hereof. Without limiting the foregoing, any revised amortization schedule may be attached to the Bond and considered a part thereof.

(l) The provisions of this Section 4 are subject to the provisions of Section 10(b) of this Resolution.

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SECTION 5. BE IT FURTHER RESOLVED that:

(a) The Bond shall be subject to prepayment prior to maturity at the option of the Town, in whole or in part on any date, at a prepayment price of the principal amount of the Bond to be prepaid, plus accrued interest on the principal amount prepaid to the date fixed for prepayment, without premium or penalty.

(b) Notice of optional prepayment of the Bond shall be given by the Town at least ten (10) days prior to the date fixed for prepayment (or such fewer number of days as is acceptable to the registered owner of the Bond) by mailing or otherwise giving to such registered owner a notice fixing the prepayment date, indicating the principal amount of the Bond to be prepaid and, if the Bond is to be prepaid in part, the future installments against which such partial prepayment shall be applied. Any such notice may be conditional. In the event the Bond is not prepaid by the Town on any date for which a prepayment notice has been given in accordance with this Section 5, such prepayment notice shall be considered void and the Bond shall continue in full force and effect.

(c) The provisions of this Section 5 are subject to the provisions of Section 10(b) of this Resolution.

SECTION 6. BE IT FURTHER RESOLVED that the Bond shall be executed in the name of the Town and on its behalf by the Mayor. The corporate seal of the Town shall be affixed to the Bond and attested by the signature of the Town Administrator. In the event any official of the Town whose signature appears on the Bond shall cease to be such official prior to the delivery of the Bond, or, in the event any such official whose signature appears on the Bond shall have become such after the date of issue thereof, the Bond shall nevertheless be a valid and binding obligation of the Town in accordance with its terms.

SECTION 7. BE IT FURTHER RESOLVED that the Bond shall be transferable only upon the books kept for that purpose by the Town Administrator at Berlin, Maryland, by the registered owner thereof in person or by the registered owner's attorney duly authorized in writing, upon surrender thereof, together with (i) a written certification substantially to the effect provided for in Section 9(b) of this Resolution satisfactory to the Town Administrator and duly executed by the transferee and (ii) a written instrument of transfer in a form satisfactory to the Town Administrator and duly executed by the registered owner or the registered owner's duly authorized attorney. Upon such transfer there shall be issued in the name of the transferee a new registered bond of the same series in principal amount equal to the unpaid principal amount of the Bond surrendered, and with the same provisions regarding the maturity date, options to extend the maturity date, installment payment dates and amounts (or method of determining the remaining principal amounts due on the Bond) and bearing interest at the same rate for the current term and by the same method for any extension term.

SECTION 8. BE IT FURTHER RESOLVED that except as provided hereinafter or in a resolution of the Council adopted prior to the delivery of the Bond, the Bond shall be issued substantially in the form attached hereto as Exhibit A and incorporated by reference herein.

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Appropriate variations and insertions may be made by the Mayor to such form to provide dates, numbers and amounts, to carry into effect the provisions of this Resolution (including, without limitation, Sections 3, 4, 5, 10(b) and 13 hereof), to reflect additional requirements of the Purchaser (as defined in Section 10 hereof) in connection with its proposal to purchase the Bond, or to comply with recommendations of legal counsel. All of the covenants contained in the form of the Bond as finally executed and delivered by the Mayor in accordance with the provisions of Section 6 hereof and this Section 8 are hereby adopted by the Town as and for the form of obligation to be incurred by the Town, and the covenants and conditions contained therein are hereby made binding upon the Town, including the promise to pay therein contained. The execution and delivery of the Bond in final form by the Mayor in accordance with the provisions of this Resolution shall be conclusive evidence of the approval by the Mayor of the final form of the Bond and any variations, insertions, omissions, notations, legends or endorsements authorized by this Resolution.

SECTION 9. BE IT FURTHER RESOLVED that:

(a) The Town hereby ratifies, confirms, approves and adopts as actions of the Town all actions taken by the Town Administrator, the Director of Finance and bond counsel to the Town, on behalf of the Town, to identify the banking institution or institutional investor which offered the most attractive terms for the Bond, including, without limitation, the preparation, execution, delivery and circulation of the request for proposals dated November 19, 2015. The Council hereby determines that it shall be in the best interests of the Town to sell the Bond at a private negotiated sale and not at public sale to Hebron Savings Bank (the "Purchaser"), which submitted the most advantageous proposal to the Town for the purchase of the Bond pursuant to such solicitation (taking into consideration the interest rate options proposed by the Purchaser and the ability to extend the final maturity of the Bond up to (or beyond) the Town's stated preferred 30-year maturity and the favorable prepayment terms offered by the Purchaser), which negotiation at private sale is hereby deemed by the Town to be in its best interest and in the interest of its citizens due, in part, to the benefit of negotiated terms, beneficial interest rate calculation methods and advantageous prepayment terms. Therefore, and pursuant to the authority of the Enabling Act, the Charter and the Ordinance, the Bond shall be sold at a private negotiated sale to the Purchaser for a price of par, with no payment of accrued interest.

(b) The Bond shall be sold for investment purposes only and not for resale to the general public. Accordingly, as a condition to delivery of the Bond and prior to the issuance of the Bond, the Purchaser shall furnish to the Town a certificate acceptable to bond counsel to the Town generally to the effect that (i) the Purchaser has such knowledge and experience in financial and business matters, including purchase and ownership of taxable municipal obligations, that it is capable of evaluating the risks and merits of the investment represented by the purchase of the Bond; (ii) the Purchaser has made its own independent and satisfactory inquiry of the financial condition of the Town, including inquiry into financial statements and other information relating to the financial condition of the Town to which a reasonable investor would attach significance in making investment decisions, and of any other matters deemed to be relevant to a reasonably informed decision to purchase the Bond; (iii) the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Town and the Bond, all so that as a reasonable investor the Purchaser has been able to make a

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reasonably informed decision to purchase the Bond; (iv) the Purchaser is purchasing the Bond for investment purposes only (and not as an “underwriter” or “Participating Underwriter” as defined in Securities and Exchange Commission Rule 15c2-12, as replaced, supplemented or amended) and is not purchasing for more than one account or with a view to distributing the Bond; (v) if the Bond is subsequently sold, transferred or disposed of, such sale, transfer or disposition will be made only in compliance with federal and state securities laws and any other applicable laws; and (vi) the Purchaser understands and acknowledges that (A) the Bond (1) is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, (2) will not be listed on any stock or other securities exchange, (3) will carry no rating from any rating service, and (4) will not be readily marketable, and (B) no disclosure document is being prepared in connection with the issuance and sale of the Bond.

SECTION 10. BE IT FURTHER RESOLVED that:

(a) The Bond shall be suitably prepared in definitive form, executed and delivered to the Purchaser on or about December 18, 2015 or such earlier or later date as shall be mutually acceptable to the Town Administrator, the Purchaser and bond counsel to the Town, contemporaneously with the receipt of the purchase price for the Bond; provided that, the Bond shall not be delivered on a date later than December 30, 2015. The Mayor and/or the Town Administrator, on behalf of the Town, are expressly authorized, empowered and directed to negotiate, execute, deliver or counter-sign the Purchaser’s proposal, to the extent required by the Purchaser. The Mayor, the Town Administrator, the Finance Director and all other appropriate officials and employees are expressly authorized, empowered and directed to (i) negotiate, approve, execute and deliver any written agreements, documents, certificates or instruments required by the Purchaser to reflect or memorialize any of the matters contemplated by this Resolution, including, without limitation, Sections 3, 4, 5, 10(b) or 17 hereof, and (ii) take any and all action necessary to complete and close the sale, issuance and delivery of the Bond to the Purchaser and to negotiate, approve, execute and deliver all customary documents, certificates and instruments necessary or appropriate in connection therewith. The Council acknowledges the obligation of the Town to pay the fees and expenses of the Purchaser’s counsel in accordance with the provisions of the Purchaser’s proposal to purchase the Bond.

(b) To the extent the provisions set forth in Sections 4 and 5 of this Resolution do not comport with the provisions specified by Hebron Savings Bank in its proposal, the Mayor, on behalf of the Town, with the advice of bond counsel to the Town, is hereby authorized and empowered to include in the final form of the Bond such provisions as modified as required by Hebron Savings Bank, the Mayor’s approval of any such modifications to be evidenced conclusively by the Mayor’s execution and delivery of the final form of the Bond containing such modifications in accordance with the provisions of Sections 6 and 8 of this Resolution, and to the extent of any discrepancy between Sections 4 and 5 hereof and the final provisions of the Bond, the provisions so included in the executed Bond shall control.

SECTION 11. BE IT FURTHER RESOLVED that the Town Administrator or other appropriate official is hereby designated and authorized to receive payment on behalf of the Town

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of the proceeds of the sale of the Bond and to invest such proceeds. The proceeds of the Bond shall be deposited in the proper account or accounts of the Town, shall be invested within the limits prescribed by Maryland and federal law, and shall be used and applied exclusively to finance, reimburse or refinance the costs of the Project as described herein. If the proceeds received from the sale of the Bond exceed the amount needed for the public purposes hereinabove described, the amount of such unexpended excess shall be set apart in a separate fund and applied to pay debt service on the Bond or to prepay the Bond, unless a supplemental ordinance and/or resolution is passed by the Council to provide for the expenditure of that excess for some other valid purpose authorized by the Enabling Act, the Charter or other applicable law. Investment earnings on proceeds of the Bond, if any, held by the Town may be applied to pay costs of the Project, to pay subsequent debt service payments on the Bond or to prepay the Bond, unless a supplemental ordinance and/or resolution, as applicable, is passed by the Council to provide for the expenditure of such earnings for some other valid purpose authorized by the Enabling Act, the Charter or other applicable law. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose.

SECTION 12. BE IT FURTHER RESOLVED that:

(a) For the purpose of paying the principal of and interest on the Bond when due, the Town shall levy or cause to be levied, for each and every fiscal year during which the Bond may be outstanding, ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on the Bond in each such fiscal year. If the proceeds from the taxes so levied in any such fiscal year are inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency.

(b) The full faith and credit and unlimited taxing power of the Town are hereby irrevocably pledged to the prompt payment of the principal of and interest on the Bond as and when they become due and payable and to the levy and collection of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Bond. The Town hereby covenants and agrees with the registered owner, from time to time, of the Bond to levy and collect the taxes hereinabove described and to take any further action that may be appropriate from time to time during the period that the Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon.

(c) The foregoing provisions shall not be construed so as to prohibit the Town from paying the principal of and interest on the Bond from the proceeds of the sale of any other obligations of the Town or from any other funds legally available for that purpose. The Town may apply to the payment of the principal of or interest on the Bond any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted or paid to the Town or are otherwise available to the Town for the purpose of assisting the Town in the types of projects which the Bond is issued to finance, reimburse or refinance, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

Underlining = material added by amendment after introduction

~~Strikethrough~~ = material deleted by amendment after introduction

SECTION 13. BE IT FURTHER RESOLVED that the provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution. Notwithstanding the foregoing provisions of this Resolution, and in addition to the authority contained in Section 10(b) of this Resolution, the Mayor, with the advice of the Town Administrator and bond counsel to the Town, is hereby authorized and empowered to agree to terms relating to the Bond that (i) accurately reflect the provisions of the Purchaser's proposal to the purchase the Bond, to the extent such terms are not accurately reflected herein, (ii) are more favorable to the Town than the terms reflected in this Resolution, and/or (iii) are not more favorable to the Town but are not uncommon for municipal obligations in the nature of the Bond, any of which such other terms shall be reflected in the final form of the Bond executed and delivered by the Mayor in accordance with Sections 6 and 8 of this Resolution and/or in other applicable closing documents, certificates and instruments executed and delivered by appropriate Town officials pursuant to the authority of this Resolution, and to the extent of any discrepancy among the provisions of this Resolution and the executed and delivered Bond and/or closing documents, certificates and instruments, the provisions of such executed and delivered Bond and/or closing documents, certificates and instruments shall control.

SECTION 14. BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption by the Council and approval by the Mayor.

INTRODUCED THIS _____ DAY OF _____, 2015.

ADOPTED _____ AS INTRODUCED _____ AS AMENDED [CHECK APPLICABLE LINE] BY THE COUNCIL OF BERLIN BY A VOTE OF _____ (YEAS), _____ (NOS), _____ (ABSTENTIONS) THIS _____ DAY OF _____, 2015.

LAURA ALLEN
TOWN ADMINISTRATOR

ELROY BRITTINGHAM, SR.
VICE PRESIDENT OF THE COUNCIL

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2015:

WM. GEE WILLIAMS, III
MAYOR

EFFECTIVE THIS _____ DAY OF _____, 2015.

#182468;50016.021

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Note: This form shall be completed prior to delivery of the Bond to reflect matters determined in accordance with the provisions of this Resolution, including, without limitation, Sections 3, 4, 5, 10(b) and 13 thereof.

EXHIBIT A

(Form of Bond)

No. R-__ UNITED STATES OF AMERICA
STATE OF MARYLAND \$ _____
MAYOR AND COUNCIL OF BERLIN

TAXABLE PUBLIC IMPROVEMENTS BOND OF 2015

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>
December __, 2018, subject to extension as described herein	3.25%, subject to adjustment as described herein	December __, 2015

Registered Owner: HEBRON SAVINGS BANK

Principal Sum: DOLLARS

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR ANY PORTION OF THE PRINCIPAL AMOUNT HAS BEEN PAID OR PREPAID. EACH PAYMENT OF A PRINCIPAL INSTALLMENT SHALL BE NOTED BY THE REGISTERED OWNER OF THIS BOND ON ITS BOOKS AND RECORDS, WHICH NOTATION WHEN MADE WILL BE PRESUMED CORRECT ABSENT MANIFEST ERROR. THE REGISTERED OWNER'S FAILURE TO MAKE APPROPRIATE NOTATION OF ANY SUCH PAYMENT OR PREPAYMENT SHALL NOT LIMIT OR OTHERWISE AFFECT THE OBLIGATIONS OF THE TOWN HEREUNDER AND SHALL NOT AFFECT THE VALID PAYMENT AND DISCHARGE OF SUCH OBLIGATION EFFECTED BY SUCH PAYMENT OR PREPAYMENT.

Mayor and Council of Berlin, a municipal corporation organized and existing under the Constitution and laws of the State of Maryland (the "Town"), hereby acknowledges itself indebted for value received and promises to pay to the registered owner shown above, or registered assignee or legal representative, the Principal Sum shown above, payable in three (3) annual installments on

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December __, plus interest on the unpaid balance as set forth herein, subject to prior prepayment as hereinafter provided and subject to extension of maturity as described herein, as follows:

<u>Date</u>	<u>Principal Installment</u>	<u>Date</u>	<u>Principal Installment</u>
December __, 2016	\$ _____	December __, 2018	\$ _____
December __, 2017	_____		

Notwithstanding the foregoing stated maturity date of this bond, the Town, upon at least thirty (30) days prior written notice to the registered owner of this bond (or such fewer number of days' notice as is acceptable to the registered owner of this bond), has the unilateral right to extend the amortization period for this bond for consecutive three (3) year and/or five (5) year terms, or a combination thereof, as described in Section 4(c) of the Resolution identified below; provided that, any final extension term shall end at the conclusion of the three (3) year or five (5) year term in which December 2045 occurs. Principal amounts due in consecutive extensions terms may be memorialized in accordance with the provisions of Section 4(k) of the Resolution.

This bond shall bear interest on the unpaid outstanding principal balance from the date of its delivery until the original maturity date identified above at an annual rate which is equal to three and twenty-five hundredths percent (3.25%) per annum. In the event the Town exercises its option to extend the maturity date of this bond for any three (3) year term, the interest rate per annum payable on this bond during such extension term shall be equal to the prime rate of the registered owner of this bond. In the event the Town exercises its option to extend the maturity date of this bond for any five (5) year term, the interest rate per annum payable on this bond during such extension term shall be equal to the prime rate of the registered owner of this bond *plus* 0.75%. The applicable interest rate shall be determined in accordance with the provisions of Section 4(e) of the Resolution. If the registered owner of this bond uses more than one prime rate, such registered owner shall select the prime rate it customarily uses for customers with creditworthiness it considers most similar to the that of the Town.

Interest on this bond shall be payable on June __ and December __ in each year until maturity or prior prepayment in whole, commencing June __, 2016. This bond shall bear interest from the most recent date to which interest has been paid or, if no interest has been paid, from the date of its delivery.

Interest shall be computed on a 365-day basis. For purposes of calculating the interest due on this bond, unpaid outstanding principal on any date shall be an amount equal to the original principal amount of this bond, less any principal installment paid as described above, and less any principal prepaid as described below. The registered owner of this bond shall provide written notice to the Town Administrator of the Town (the "Town Administrator") (or any other official specified by the Mayor of the Town (the "Mayor") or the Town Administrator in writing) of the interest and any principal due on this bond on each interest payment date at least fifteen (15) days prior to such interest payment date, or such fewer number of days as is acceptable to such specified official, but failure to provide such notice shall not affect the amount of, or the Town's obligation to pay, principal or interest due on this bond.

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Principal of and interest on this bond shall be payable in lawful money of the United States of America. The principal of this bond, at maturity or upon prior prepayment in whole, shall be payable by check or draft upon presentment of the Bond at the office of the Town Administrator in Berlin, Maryland, unless the Town Administrator and the registered owner agree on a different place or manner of payment (provided that no interest shall be payable beyond the applicable maturity date or prepayment date if the registered owner of this bond presents the same after such date). Principal of this bond, prior to maturity or prior prepayment in whole, and interest on this bond will be payable by check or draft mailed to the registered owner at the address designated by the registered owner in writing to the Town Administrator, unless the Town Administrator and the registered owner hereof agree on a different manner of payment. If a principal payment date or interest payment date falls on a Saturday, Sunday or a day on which the Town, banks in the State of Maryland and/or banks in the state in which the registered owner of this bond is located are not required to be open, payment may be made on the next succeeding day that is not a Saturday, Sunday or a day on which the Town, banks in the State of Maryland and/or banks in the state in which the registered owner of this bond is located are not required to be open, and no interest shall accrue on the principal amount owed as of such regularly scheduled payment date for the intervening period.

This bond is the duly authorized bond of the Town, aggregating \$ _____ in original principal amount, dated the date of its delivery and designated "Mayor and Council of Berlin Taxable Public Improvements Bond of 2015". This bond is issued pursuant to and in full conformity with the provisions of Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended, and Sections C7-19 and C7-19.1 of the Charter of the Town of Berlin, as replaced, supplemented or amended, and by virtue of due proceedings had and taken by the Council of the Town (the "Council"), particularly Ordinance No. 2015-07, which was passed by the Council on November 9, 2015, approved by the Mayor on November 9, 2015 and became effective on November 30, 2015 (the "Ordinance"), and Resolution No. _____, which was adopted by the Council on December __, 2015, approved by the Mayor on December __, 2015 and became effective on December __, 2015 (the "Resolution").

This bond is transferable only upon the books kept for that purpose at the office of the Town Administrator, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Town Administrator and duly executed by the registered owner or his duly authorized attorney, and evidence satisfactory to the Town Administrator of compliance with Sections 7 and 9(b) of the Resolution.

This bond may be transferred or exchanged at the office of the Town Administrator. Upon such transfer, the Town shall issue in the name of the transferee a new registered bond of the same series in principal amount equal to the unpaid principal amount of the bond surrendered, and with the same provisions regarding the maturity date, options to extend the maturity date, installment payment dates and amounts (or method of determining the remaining

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principal amounts due on this bond) and bearing interest at the same rate for the current term and by the same method for any extension term. In each case, the Town Administrator may require payment by the registered owner of this bond requesting transfer or exchange hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the registered owner hereof for such transfer or exchange.

The Town may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

This bond shall be subject to prepayment prior to maturity at the option of the Town, in whole or in part on any date, at a prepayment price of the principal amount being prepaid, plus interest accrued on the principal amount prepaid to the date fixed for prepayment, without premium or penalty. Notice of prepayment shall be given by the Town at least ten (10) days prior to the date fixed for prepayment (or such fewer number of days as is acceptable to the registered owner) by mailing or otherwise giving to the registered owner a notice fixing the prepayment date, indicating the principal amount of this bond to be prepaid and, if this bond is to be prepaid in part, the future installments against which such partial prepayment shall be applied. Any such notice may be conditional. In the event this bond is not prepaid by the Town on any date for which a prepayment notice has been given, such prepayment notice shall be considered void and this bond shall continue in full force and effect.

The date and amount of all payments and prepayments shall be noted by the registered owner of this bond on its books and records, which notation when made will be presumed correct absent manifest error. The registered owner's failure to make appropriate notation of any such payment or prepayment shall not limit or otherwise affect the obligations of the Town hereunder.

The full faith and credit and unlimited taxing power of Mayor and Council of Berlin are hereby unconditionally and irrevocably pledged to the payment of the principal of and interest on this bond according to its terms, and the Town does hereby covenant and agree to pay punctually the principal of and the interest on this bond, at the dates and in the manner mentioned herein, according to the true intent and meaning hereof.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened or to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Ordinance and the Resolution, and that this bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland and that due provision has been made for the levy and collection of an annual ad valorem tax or taxes upon all the legally assessable property within the corporate limits of the Town in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

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(Form of Instrument of Transfer)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond and all rights thereunder and does hereby constitute and appoint _____

attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

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MOTION OF THE MAYOR AND COUNCIL No. 2015-12

A motion of the Mayor and Council of the Town of Berlin adopting the **Energy Reduction and Renewable Energy Assessment Plan** as part of the requirements of being a Maryland Smart Energy Community.

Approved this _____ day of _____, 20____ by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of _____ to _____ opposed, with _____ abstaining.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

TOWN OF BERLIN
Energy Reduction and Renewable Energy Assessment Plan
for Maryland Smart Energy Communities



Maryland Energy
ADMINISTRATION
Powering Maryland's Future

I. ENERGY REDUCTION POLICY/RENEWABLE ENERGY POLICY

The Mayor and Council approved and enacted both policies at their meeting of September 14, 2015 by unanimous vote. The policies are attached as Exhibit A-1 and A-2 respectively.

II. EXECUTIVE SUMMARY

A. Summary of Municipal Energy Uses:

In Fiscal Year 2015 (July 1, 2014 to June 30, 2015), the Town of Berlin consumed 3,013,760 kWh of electricity across 77,292 gross square feet of space (11 buildings, including the entire wastewater treatment operation and two spray irrigation facilities, 22 water and sewer pumps and lift stations, and streetlights). The Town therefore consumed approximately 38.992 kWh per square foot (see Table 1 below).

The Town currently has a 5kW prototype wind turbine installed at one town building; unfortunately the turbine has not been functioning, but is scheduled for repair. This is the only renewable energy source currently in place. Plans for achieving the MSEC energy efficiency and renewable energy goals for the upcoming years are described in Section IV of this report.

B. Summary of Energy Use Baseline and Plans for Reductions

TABLE 1 Baseline and Reductions

Total Electricity in Baseline Year FY2015 (kWh)	3,013,760
Total Gross Square Feet (SQFT)	77292
Electricity/SQFT Baseline (kWh/sqft per year)	38.992
15% (kWh/sqft per year)	5.849
Reductions 15% by 2020 (kWh – assuming building sqft constant)	452,064
Renewable Energy Goal 20% by 2022 (kWh)	602,752

III. ENERGY USE BASELINE INVENTORY

A. Local Government Energy Consumption for the Baseline Year

TABLE 2 Energy Consumption for Baseline Year FY2015

Building Type and Address	Building Age	Building Size	Electricity Conventional (purchased)	Electricity Renewable Energy (produced on site)	Electricity Total	Electricity Consumption Intensity
	Year Built	Gross Square Feet	kWh	kWh	kWh	Total kWh/SF
Visitor's Center	1950	2804	19,364	0	19,364	6.906
POLE BARN	0	3500	5,900	0	5,900	1.686
PUBLIC WORKS	1970	790	25,397	0	25,397	32.148
TOWN HALL	1924	5220	128,880	0	128,880	24.690
PLANNING & ZONING	1924	1140	16,171	0	16,171	14.185
Savage Substation	1988	6136	62,864	0	62,864	10.245
POLE BARN WWTP	2011	2400	15,994	0	15,994	6.664
WASTEWATER PLANT	2011	44398	1,500,400	0	1,500,400	33.794
POWER PLANT	1907	9700	369,600	0	369,600	38.103
(Choptank) New Spray Site	2013	720	93,874	0	93,874	130.381
(Choptank) Lee Rd. Spray Site	1994	484	93,874	0	93,874	193.955
Subtotal for Buildings		77292	2,332,318	0	2,332,318	30.175
Subtotal for Other		0	308,897	0	308,897	N/A
Subtotal Streetlights		0	372,545	0	372,545	N/A
Total		77292	3,013,760	0	3,013,760	38.992

IV. ELECTRICITY REDUCTION PLAN

A. Narrative Summary

As the first Sustainable Maryland Community, Berlin has an excellent record of implementing innovative, environmentally sensitive programs. We consider responsible energy use by employees in our organization to be one of them.

The Town of Berlin has, for several years, worked toward improving its energy efficiency and reducing energy use. In 2010 Berlin was the recipient of a Maryland Energy Administration EmPOWER Energy Efficiency and Conservation Block Grant (EECBG). Under this grant a field audit was performed on the Town's primary business offices, Town Hall and Police Department and Planning & Zoning Department and several improvements made based on the recommendations of the audit report. High efficiency lighting, room occupancy sensors, solar window film and an exterior door were installed either to upgrade existing fixtures (lighting and door) or as new items (occupancy sensors and solar film) to improve efficiency. Work was completed in 2012.

Since that time, and outside the grant program, Berlin has continued to replace light fixtures with energy efficient fixtures as needed and purchased energy efficient items (such as refrigerators, printers, etc.) to replace existing equipment as needed.

In calendar year 2015, Berlin has implemented a peak-shaving program for our municipal electric customers, including Town-owned buildings and facilities. Each Town facility has an employee assigned to take energy-saving steps when a peak-shaving alert is issued; these employees are responsible for ensuring that unnecessary lights and equipment are turned off during the peak-shaving period. Our Wastewater Treatment Plant also switches to generator power during these times.

While not directly applicable to the energy reduction intended to result from this program, Berlin, through our municipal electric utility provides free home energy audits to our customers, offers ideas and suggestions for electric energy reduction to our customers through direct contact, our website, and our quarterly Town newsletter, and has, in past years, provided energy saving products directly to our customers. By encouraging and facilitating energy conservation by our customers, we reduce the overall electric usage of the Town as a whole.

Berlin has recently implemented a formal purchasing policy which incorporates environmental awareness into our procurement process.

By continuing the initiatives described above, particularly those put into place within the last 12-18 months, we hope to see a reduction in our electric consumption become apparent within the next 12-18 months. Additionally, we hope to undertake the following initiatives or projects to further reduce electric consumption:

- Ongoing/Completed within the last 12-18 months:
 - Upgrading of lighting within Town facilities.
 - Implementation of a "Peak-Shaving" program as described above.
 - Encouragement of responsible electricity use by Town employees; turning off office lights and equipment when away from the desk for a period of time and particularly overnight/weekends.

- Within the upcoming 12 months:
 - Complete upgrade of the lighting at the Town Welcome Center from the existing T-12 bulbs to more efficient T-8 bulbs. This will involve the replacement of 126 units.
 - Phase I of the replacement of bulbs in the Victorian streetlights from the existing 100 watt HPS (high-pressure sodium) bulbs to more efficient 27 watt LED bulbs. This will involve the replacement of 62 units in the downtown area.

- Phase II of the replacement of bulbs in the Victorian streetlights from the existing 100 watt HPS (high-pressure sodium) bulbs to more efficient 27 watt LED bulbs in residential areas of the Town.
 - Incorporation into the Town Standards of a requirement for installation of LED lighting in new developments or for other new installation.
 - Replacement of lighting at Stephen Decatur Park tennis courts with solar powered lights (this is part of a Community Parks and Playgrounds grant project).
 - Replacement of 8 lights throughout Stephen Decatur Park with solar powered lights.
 - Replacement of lighting at Town facilities not completed to date. Facilities would include the Public Works office building, Power Plant and Lee Road Spray Facility. The Wastewater Treatment Plant and Five Mile Branch Spray Facility will be evaluated, but lighting should be up to modern standards as these buildings were built within the last four years.
 - Replacement of outdated appliances, such as refrigerators, at Town facilities.
 - Elimination of radiant-type space heaters in individual offices.
- Within four years:
 - Installation of a Community Solar Garden allowing customers to “buy” a panel or shares in a panel and receive a credit to their electric utility bill. Town facilities are metered and billed as any other customer of the municipal electric utility, therefore the Town may also purchase shares in the garden as a customer, however, the Town’s residential and commercial customers would be the priority for share availability. The solar garden will result in an overall reduction of community electric usage.
 - Connection of the Town’s Electric Utility Substation to the Community Solar Garden array. This will result in a direct reduction of Town electric use.
 - Installation of smart-meters throughout Town, both at Town owned and operated facilities and for our electric utility customers. This will make energy use reduction more easily attainable and will make tracking energy consumption more efficient.
 - Substation Level-Regulator voltage reduction. The installation of these regulators is part of the Electric Utility’s capital improvement plan and will result in an overall reduction of community electric usage.

IV. ELECTRICITY REDUCTION PLAN

A. Narrative Summary

Berlin is actively seeking the development of renewable energy projects both for Town facilities and for use by our Electric Utility customers.

- Ongoing:
 - The Town of Berlin operates its municipal electric plant in a manner consistent with state law which requires the Town to purchase Renewable Energy Credits (RECs) from a renewable source connected with the electric distribution grid serving Maryland.
 - In January 2014, the Town permitted the installation of a prototype wind turbine which is designed to have a 5kW capacity. While the turbine has not been operational, it is under

repair and expected to begin regular operation. Based on a commonly accepted capacity factor for wind generation of 30 percent, meaning a wind turbine should be generating electricity for 30 percent of the year or 2,630 hours, the Town’s wind turbine should generate about 13,148 kWh per year.

- Within the upcoming 12 months:
 - Community Solar Garden (see Section IV)
 - Installation of solar lighting in Stephen Decatur Park (see Section IV)
 - Further exploration of solar power options, such as parking shelters.

B. Renewable Energy Goal

TABLE 3: Projected Renewable Energy

Total Electricity in Baseline Year (kWh)		3,013,760	
20 % RE Goal (kWh)		602,752	
Project/Type	Status	Projected RE kWh	% of Goal
Community Solar Garden Array	Projected	TBD	TBD
Wind-Turbine	Installed/Under Repair	13,148	2 %
*Purchase of RECs	Ongoing		5.33%
Installation of Solar Lighting in SDP	Pending/Projected		

*Note: The Town’s purchase of RECs is an offset to our Municipal Electric Utility; therefore the percent indicated is representative of the percent of overall purchased power. Source: Booth & Associates consulting engineers.

ATTACHMENTS

- A-1-Energy Efficiency Policy
- A-2- Renewable Energy Policy



TOWN OF BERLIN
ENERGY EFFICIENCY POLICY

A POLICY DECLARING THE MAYOR AND COUNCIL'S INTENT TO TAKE A LEADERSHIP ROLE IN REDUCING ELECTRICITY CONSUMPTION WITHIN THE TOWN OF BERLIN, PARTNERING WITH THE MARYLAND ENERGY ADMINISTRATION, AND ENROLLING AS A MARYLAND SMART ENERGY COMMUNITY.

WHEREAS, by adhering to the Maryland Energy Administration's Smart Energy Communities Program the Town of Berlin has committed to being a socially responsible leader by decreasing its electricity consumption; and

WHEREAS, the Town of Berlin recognizes that by smartly investing in energy efficiency, it can have significant monetary savings in the long term;

NOW, THEREFORE, THE TOWN OF BERLIN MAYOR AND COUNCIL RESOLVES TO ADOPT THE FOLLOWING GOALS AND COMPLETE THE FOLLOWING INITIATIVES LISTED BELOW:

Section 1: PURPOSE. The purpose of this policy is:

- To become a Maryland Smart Energy Community by enrolling within the program and following the instructions provided by the State of Maryland.
- To establish the goal of reducing per-square-foot electricity consumption by 15 percent relative to the baseline within 5 years of the baseline year.
- To report electricity consumption and progress towards the goal annually to the Maryland Energy Administration in order to assure that the Town of Berlin accomplishes said goals in a timely fashion.

Section 2: DEFINITION. For the purpose of this policy, the following terms shall have the meaning given:

- a) *Electricity Consumption* – The amount of kilowatt-hours (kWhs) consumed by the Town of Berlin on an annual basis including electricity generated and consumed on-site and electricity purchased from a utility.
- b) *Building Space* – The amount of gross square feet (GSF) of building space owned by the Town of Berlin AND for which electricity is paid by the Town of Berlin.
- c) *Per-square-foot-electricity consumption* – Electricity consumption (in kWhs) divided by building space (in GSF) calculated on an annual basis.
- d) *Baseline* – Per-square-foot-electricity consumption (kWhs/GSF) in a pre-determined baseline year. May include streetlights, but is not mandatory. Must include all buildings as well as sewer and water facilities.

e) *Baseline Year* – The 12-month period selected by the Town of Berlin as the baseline.

Section 3: BASELINE DOCUMENTATION

The baseline including data related to the specific time period, electricity consumption, building size, and results will be completed by November 2, 2015 and can be found as an appendix to later be attached to this document titled, "MSEC_Baseline_BERLIN"

Section 4: GUIDELINES

The Town of Berlin will maintain an annual electricity consumption inventory for all Berlin owned buildings and other entities captured in the initial baseline. This annual inventory will be conducted using Energy Star Portfolio Manager or similar tool.

Plans and Implementation

The Town of Berlin will additionally establish an Energy Reduction Plan. The plan will outline the process and include a timetable of execution by which the Town of Berlin will accomplish designated tasks in order to reach their goal. Berlin will implement the necessary projects laid out in their Energy Reduction Plan in order to meet the goal outlined in this policy.

Questions/Enforcement

All inquiries should be directed to the person responsible for implementing this policy. The Community Energy Manager and/or their designee will implement this policy.

Applicability

This policy applies to all departments of the Town of Berlin with the exception of the exclusions outlined in the definitions above.

Section 5: EFFECTIVE DATE

This policy shall be effective immediately.

9/14/15
Date

W. G. Williams, III
Wm G. Williams, III, Mayor.

Town/City/County Energy Efficiency Policy	
Original Proposal Date	
Revision Date	
Adoption Date	
Effective Date	



TOWN OF BERLIN
RENEWABLE ENERGY POLICY

A POLICY DECLARING THE MAYOR AND COUNCIL'S INTENT TO TAKE A LEADERSHIP ROLE IN RENEWABLE ENERGY GENERATION WITHIN THE TOWN OF BERLIN, PARTNERING WITH THE MARYLAND ENERGY ADMINISTRATION, AND ENROLLING AS A MARYLAND SMART ENERGY COMMUNITY.

WHEREAS, by adhering to the Maryland Energy Administration's Smart Energy Communities Program the Town of Berlin has committed to being a socially responsible leader by increasing control of its own renewable energy production; and

WHEREAS, the Town of Berlin recognizes that by smartly investing in renewable energy, it can have significant monetary savings in the long term;

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN RESOLVES TO ADOPT THE FOLLOWING GOALS AND COMPLETE THE FOLLOWING INITIATIVES LISTED BELOW:

Section 1: PURPOSE. The purpose of this policy is:

- To become a Maryland Smart Energy Community by enrolling within the program and following the instructions provided by the State of Maryland.
- To reduce conventional centralized electricity generation serving local government buildings by meeting 20 percent of those buildings' electricity demand with distributed, renewable energy generation by 2022.
- To develop and initiate a Renewable Energy Action Plan to map out how the community will reach its Renewable Energy Goal.
- To report electricity consumption and renewable generation capacity annually to the Maryland Energy Administration in order to assure that the Town of Berlin accomplishes said goals in a timely fashion.

Section 2: DEFINITION. For the purpose of this policy, the following terms shall have the meaning given:

- a) *Renewable Energy* – Energy generated from anyone of the following sources: solar, wind, biomass (excluding saw dust), methane from anaerobic digestion of organic materials, geothermal, ocean, fuel cells powered by methane or biomass, poultry litter, and waste-to-energy facilities.
- b) *Electricity Consumption* – The amount of kilowatt-hours (kWhs) consumed by Berlin on an annual basis including electricity generated and used on-site and electricity purchased from a utility.

- c) *Renewable Energy Action Plan* – Provides details on current and future electricity consumption, estimates required renewable energy production to meet 20 percent of said energy consumption, and designs plans with detailed installation measures and time tables that enable the Town of Berlin to reach its 2022 goal.
- d) *Baseline* – Total electricity consumption (kWhs) in a pre-determined baseline year. May include streetlights, but is not mandatory. Must include all buildings as well as sewer and water facilities.

Section 3: BASELINE DOCUMENTATION

The baseline including data related to the specific time period, electricity consumption, building size, and results will be completed by November 2, 2015 and can be found as an appendix to later be attached to this document titled, "MSEC_Baseline_BERLIN"

Section 4: GUIDELINES.

The Town of Berlin will maintain an annual electricity consumption inventory for all BERLIN owned buildings and energy consuming entities. This annual inventory will be conducted using Energy Star Portfolio Manager (or equivalent energy management program previously approved by the Maryland Energy Administration).

Plans and Implementation

The Town of Berlin will additionally conduct a Renewable Energy Action Plan to assess the amount of renewable energy that currently exists within Berlin. Any currently existing renewable energy will be included within the 20 percent reduction goal. For example, if the city determines from the Renewable Energy Action Plan that it already meets 3 percent of its energy consumption needs with renewable energy, only an additional 17 percent of renewable energy production would be required in order to meet the city's final goal.

Finally, the city will implement the necessary projects in order to ensure that a minimum of 20 percent of local government building's energy consumption is supplemented by locally generated renewable energy sources by the year 2022.

Questions/Enforcement

All inquiries should be directed to the person responsible for implementing this policy. The Community Energy Manager and/or their designee will implement this policy.

Applicability

This policy applies to all departments of the Town of Berlin with the exception of the exclusions outlined in the definitions above.

Section 5: EFFECTIVE DATE

This policy shall be effective immediately.

9/14/15
Date

W. G. Williams, III
Wm. G. Williams, III, Mayor

Town/City/County Energy Efficiency Policy	
Original Proposal Date	
Revision Date	
Adoption Date	
Effective Date	



MOTION OF THE MAYOR AND COUNCIL 2015-13

A motion of the Mayor and Council of the Town of Berlin authorizing a contract with **Davis, Bowen and Friedel, Inc.** in the amount of **\$27,740.00** for Design Phase Services, Bidding and Award Administration, and Construction Phase Services for the Stephen Decatur Park Tennis Courts Replacement Project.

Approved this _____ day of _____, 20____ by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of _____ to _____ opposed, with _____ abstaining.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

December 9, 2015

Town of Berlin
10 Williams Street
Berlin, MD 21811

Attn: Ms. Mary Bohlen
Deputy Town Administrator

Re: Stephen Decatur Park - Tennis Courts
Proposal for Design Phase Services
Berlin, Maryland
DBF # P0050A15.019

*Michael R. Wigley, AIA, LEED AP
Randy B. Duvalochan, P.E.
Charles P. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheeldean, AIA
Jason P. Laor, P.E.
Ring W. Lardner, P.E.
Gerald G. Friedel, P.E.*

Dear Ms. Bohlen:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for design and construction phase engineering services associated with Stephen Decatur Park Tennis Court Replacement Project. It is our understanding that you desire design and construction specifications for improvements to the tennis courts at the Stephen Decatur Park. Bids will include standard court material replacement with an alternate bid for a porous court material. Based on this understanding, our scope of work will be to develop technical specifications and site plans for permitting and construction of the proposed work. A breakdown of services and fees are as follows.

DESIGN PHASE SERVICES

Survey

We will locate all existing visible surface features in the immediate area of the tennis courts and fence, as pertinent to the design of the project. We will determine the grades of the existing courts and adjacent ditches or swales for drainage design.

DBF will coordinate with the Town and Miss Utility for utility locates to mark all underground utilities within the project area prior to survey. Our topographic survey will include location of all Miss Utility markings and flagging.

Lump Sum Fee \$1,980

Design & Construction Drawings

We will provide construction drawings, technical specifications, and bidding documents necessary for the proposed work. We will also include drainage design, as necessitated by the porous or standard court surface drainage system. Storm drain design is limited to drainage from the porous or standard pavement runoff, and does not include downstream conveyance systems. Two additional field visits and/or meetings with Town staff and officials are included in this design cost.

The Town will be purchasing and installing the proposed lighting system. The Town will provide lighting locations and other information pertinent to construction coordination. The Town will also provide a list

of any tennis court accessories desired (e.g., nets, benches, signs). Geotechnical sampling, testing and evaluation will be provided by an outside consultant. It is anticipated that 2 soil borings will be required and the cost of those borings and associated testing and analysis is included in our design cost.

Lump Sum Fee \$6,600

Erosion & Sediment Control

We will prepare Erosion & Sediment Control plans, and will submit those plans to the Worcester Soil Conservation District for review and comment. We will address those comments and resubmit for approval.

Lump Sum Fee \$2,160

Stormwater Management

We will prepare site plans, and waiver request forms and submit to the Town's SWM reviewer, EA Engineering, Science & Technology, Inc., for a SWM waiver.

Lump Sum Fee \$1,080

CONSTRUCTION PHASE SERVICES

Bidding

DBF will provide Bidding and Award Administration including assisting with advertising, soliciting interest from contractors, responding to bidder questions, preparation of addenda, attendance at the Pre-Bid Meeting and Bid Opening, reviewing Bids received and recommendation of award. Actual cost for advertising shall be paid by the Town, or if requested, can be handled as a direct expense by DBF. Newspaper advertising costs are not included in the Lump Sum fee.

Lump Sum Fee \$6,000

Construction Administration Services

Construction Administration Services will be provided throughout the project construction and will include the following:

- Coordinate between the Town of Berlin and Contractor when appropriate.
- Conducting the Pre-Construction Conference and progress meetings for the project on behalf of the Town of Berlin including preparation and distribution of meeting minutes.
- Review of submittals by the Contractor on materials proposed for use in the construction project.
- Answer Contractor and Town of Berlin questions regarding project materials, equipment, and construction processes.
- Supervision of part time Resident Project Representative (RPR) monitoring and reporting activities, and distribution of Daily Field Reports generated by the RPR.
- Evaluate and track the construction schedule with notice provided to the Town of Berlin as scheduling issues arise.
- Coordinate any necessary quality control on behalf of the Town of Berlin as required by the Contract Documents or testing that may be in addition to that already provided by the Contractor.
- Review Contractor progress payment applications, make recommendations, and submit to the Town of Berlin.
- Communication with the Contractor pertaining to conflict resolution and any other issues relevant to construction activity.

- Review and recommendations for Contractor Change Order requests.
- Schedule and participate in the final inspection of the completed work to result in preparation of a punch-list.
- Verification that punch-list items have been completed and recommendations regarding acceptance to the Town of Berlin.
- Schedule, conduct, and report the results of the end-of-warranty inspection of constructed improvements.
- Construction Administration fees are based on 60 day construction period.

Lump Sum Fee \$6,720

Inspection Services

RPR Services will be provided as necessary throughout the project construction and will include the following:

- Part-time time inspection of above-ground and accessible improvements to verify compliance with project specifications.
- Inspection of materials provided by the Contractor for use in the construction project.
- Preparation of Daily Field Reports to summarize the Contractor's activities and field conditions.
- Maintain project record of field reports, meeting minutes, and construction correspondence.
- Monitoring any testing activities to confirm compliance with requirements of project specifications.
- Informing the Engineer as to the progress and quality of work.
- Review changes observed to accommodate field conditions and maintain RPR field as-built set, as well as review Contractor As-builts for preparation of Record Drawings/
- Informing the Contract Administrator of any conflicts and formulation of punch-list at conclusion of constructed improvements.

Inspection fees assume one inspector part-time for a total of 40 hours over the 60 day construction period. Estimated inspection hours for construction meetings and final inspection are also included in the estimated fee.

Estimated Fee \$3,200

We are anticipating that the design will be completed as a Town infrastructure maintenance replacement project. No detailed stormwater management, or other permitting services are anticipated or included in this estimate. If stormwater management design is required, permitting can be provided as additional services. No specific funding agency requirements or coordination are anticipated by DBF. No specific public hearing services are included beyond the two site visits specified in design. It is understood that the scope of work and associated fees described herein shall exclude any permit application fees, agency review fees, recordation fees, and any other fees assessed by any government or regulatory agency for the purpose of reviewing and/or permitting the plan.

We will provide the design and construction phase services described above for a lump sum fee of \$24,540 plus an estimated fee of \$3,200 for inspection services. Any work authorized by the Town beyond the scope of this proposal can be billed as additional services on an hourly basis. Invoices for all services will be rendered monthly based upon actual work completed during the previous month. Payment terms and any authorized additional services will be in accordance with the attached Schedule of Rates No. 46.

Proposal: Stephen Decatur Park -- Tennis Courts
Town of Berlin
December 9, 2015
Page 4

We will complete the design and submit to the Town for review within 60 days of authorization to proceed.

We appreciate the opportunity of providing this proposal and look forward to working with the Town to successfully complete this project. If this proposal is acceptable to you, please sign on the space provided and return one copy for our files. This proposal is valid for 30 days.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Joshua J. Taylor, P.E.
Associate

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Enclosure

Accepted By: _____ Date: _____
Town of Berlin

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
SCHEDULE NO. 46
Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

TOWN ADMINISTRATOR'S REPORT

December 14, 2015

Purchase Orders (numeric order)

201600935

Pittsville Motors

\$24,292.00

Electric Department Replacement F150 4x4 Pickup Truck

10-4230-4092