



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811  
Phone 410-641-2770 Fax 410-641-2316  
www.berlinmd.gov



## BERLIN, MARYLAND

### MAYOR AND COUNCIL MEETING

MONDAY, JANUARY 25, 2016

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

**Mayor**  
Wm. Gee Williams, III

**Vice President**  
Elroy Brittingham, Sr.

**Council Members**  
Dean Burrell, Sr.  
Lisa Hall  
Troy Purnell  
Thomas L. Gulyas

**Town Attorney**  
David Gaskill

**Town Administrator**  
Laura Allen

EXECUTIVE SESSION.....6:30 PM

REGULAR SESSION .....7:00 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, January 25, 2016**

- 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)(10) To discuss public security, if the public body determines that the public discussion would constitute a risk to the public or to public security, including (i) the deployment of fire and police services and staff, and (ii) the development and implementation of emergency plans.
- 7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers**
1. Approval of the Minutes for:
    - a. Executive Session of 1/11/16
    - b. Statement of Closure 1/11/16
    - c. Regular Session of 1/11/16
  2. Presentation: Atlantic General Hospital 2016 – Michael Franklin, President and CEO
  3. Special Events Approval:
    - a. Spring Celebration - Chamber of Commerce - Larnet St. Amant, Director
    - b. 5K for the ARTS – Worcester County Arts Council – Erica Uebell
  4. Motion of Mayor and Council 2016-05: Adopting Records Retention Policy – Mary Bohlen, Administrative Services Director
  5. Motion of Mayor and Council 2016-06: Approving revised Betts and Hoyt Engagement (Electric Utility Special Counsel) - Laura Allen, Town Administrator
  6. Resolution 2016-02: Objecting to Offshore Seismic Testing – Laura Allen, Town Administrator
  7. Motion of Mayor and Council: 2016-07 Approving the Technical and Cost Proposal- Environment Support from EA Engineering in the amount of \$63,896.55 – Laura Allen, Town Administrator
  8. 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

9. Town Administrator's Report

10. Comments from the Mayor

11. Comments from the Council

12. Comments from the Public

13. Comments from the Press

14. Adjournment



**BERLIN MAYOR AND COUNCIL  
MEETING MINUTES  
Monday, January 11, 2016**

**6:00 PM**

**EXECUTIVE SESSION – BERLIN TOWN HALL**

- a. Pursuant to Section §3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees or officials over whom the public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.
- b. 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
- c. 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, Council Vice President Elroy Brittingham, Councilmembers Thom Gulyas, Dean Burrell, Troy Purnell and Lisa Hall, Town Attorney Dave Gaskill  
**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 Jamey Latchum, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Economic and Community Development Director Ivy Wells  
**Staff Absent:** Public Works and Water Resources Director Jane Kreiter

1. Approval of the Minutes for:
  - a. Executive Session for 11/23/15On the motion of Councilmember Gulyas, the Executive Session minutes of November 23, 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>	5	0			

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

1.c. Approval of the Minutes of Regular Session 11/23/15

On the motion of Councilmember Gulyas, the Regular Session minutes of November 23, 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>	5	0			

2. FY2015 Financial Audit - PKS & Company

a. FY 2015 Audit presentation by Leslie Milchalik and Michael Kleger from PKS & Company.

A PowerPoint presentation was given highlighting figures from FY15. The final finding was a clean audit for the Town of Berlin FY15.

- b. On the motion of Councilmember Brittingham, the FY15 Audit 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>	5	0			

3. Resolution 2016-01: Issuing General Obligation Bond for acquiring the Former Tyson Property.

Councilmember Purnell recused himself from this vote and left the room.

Ms. Allen briefly reviewed the process, stating that there was an RFP (Request for Proposal) and four banks responded with proposals; Hebron Bank, PNC Bank, Bank of Ocean City and Shore Bank. Ms. Allen stated for the record that a review of the Mayor and Council Members' Financial Disclosures revealed no personal interest in any of the financial institutions. Having worked with the Town's bond counsel a summary table was created.

\*See Summary table for details\*

This is a thirty-year term due on 12/15/45 with no penalty for prepayment. This is an attractive feature to the Town. After reviewing all proposals staff recommends the Council select The Bank of Ocean City. This is the institution the Town will be working with to purchase the former Tyson property now being called Berlin Falls Park.

On the motion of Councilmember Hall, the General Obligation Bond award to Bank of Ocean City was approved 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			1	

Councilmember Purnell rejoined the meeting.

4. Motion of the Mayor and Council 2016-02: Adopting Maryland Smart Energy Community (MSEC) Energy Efficiency and Renewal Energy Plan

This initiative is part of our requirement as a Maryland Smart Energy Community (MSEC) to monitor and reduce our energy usage and increase renewable energy. It describes what we are doing and what we plan to do to reduce energy usage. It states that the Town of Berlin understands these conditions and agree to move forward to our goals. According to Mayor Williams, this will be updated every year.

On the motion of Councilmember Burrell, the Town of Berlin has accepted the Maryland Smart Energy Community (MSEC) Energy Efficiency and Renewal Energy Plan 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>	5	0			

- Motion of the Mayor and Council 2016-03: Authorizing Davis, Bowen and Friedel's Proposal to design, bid and oversee the Tennis Court Replacement Project for the amount of \$27,474.

On the motion of Councilmember Brittingham, Davis, Bowen and Friedel's proposal to design impervious surface tennis courts 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>	5	0			

- Motion of the Mayor and Council 2016-04: Granting Alcohol Exemptions for Special Events

5/13/16: Mayday Playday/ America's Coolest Small Town 5 P.M. – 9 P.M.  
 6/4/16: Jazz and Blues Bash 12 P.M. – 9 P.M.  
 8/6/16: Heritage Fair/Peach Festival 12 P.M. – 4 P.M.  
 9/23 and 9/24/16: Fiddlers Convention 6 P.M. -10 P.M. & 12 P.M. -5 P.M.  
 10/15/16: Oktoberfest/Fall Sidewalk Sale/Hobbyhorse Race 12 P.M. – 6 P.M.  
 12/31/16: NYE Bash 10 P.M. – 1 A.M.

Councilmember Burrell asked Ms. Wells, Economic and Community Development Director, to read Ordinance 2011-11, which allows the Council to grant exceptions to the "open container" law for six (6) events, for the benefit of the public. Arnold Downing, Chief of Police noted there were no alcohol related issues, any issues that occurred were due to a large number of people in a small area. Chief Downing noted that events were well organized and thoroughly staffed.

On the motion of Councilmember Gulyas, the Special Event Alcohol Exemptions 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>	5	0			

7. Departmental Reports

a. Finance Director – Natalie Saleh

Ms. Saleh's first update was on the Tyler Technology Software. The plan to convert financial software system is moving ahead at a steady pace. There is a solid training schedule in place. The department is in the process of revamping the general ledger accounts. Councilmember Burrell was present during a conference call with Tyler Technology, Ms. Allen Town Administrator and Ms. Saleh Finance, Director, which was to establish a better chart of accounts. Ms. Saleh expects to have a new chart of accounts by 2/28/16. The next step is training. This is an online process.

Ms. Saleh noted that the Town of Berlin Mayor and Council along with its citizens donated to a fund set up with the Bank of Ocean City. This fund is set up specifically for Shore Up, Inc. to assist Berlin residents with electric bills. These funds are for individuals or families needing heating assistance. Donations were \$3,400 and the Town match was the same, for a grand total of \$6,800.

Yellow door tags will no longer be used for disconnect notices as of 1/1/16. These are prone to being destroyed by the elements. Disconnect notices will now be sent through the mail in a yellow envelope. Mayor Williams noted this was a more reliable way of communicating disconnect information to customers.

b. Water Resources/Public Works – Jamey Latchum

Mr. Latchum shared that with the recent cold snap there have been some challenges with the electrical probes at the lift stations and staff have been working on those. Snowplows are clean, stocked and ready for use. Parking signs have been installed at Bustle Dress Shop. Recently, a meter had to be read after hours at Food Lion. Councilmember Brittingham asked of the Public Works Department that the road by Cannery Village be put back together in the same shape in was before development started. Mr. Latchum stated

that it was quite likely that the sidewalks in that particular area would be ripped out and redone. At this point, no one has moved into Cannery Village, it is hard to pin down a date of occupancy, but the consensus is definitely by Spring 2016.

c. Administrative Services Director – Mary Bohlen

Ms. Bohlen was pleased to report that all of the Town forms that a customer would need are now on the Town Website, ([www.berlinmd.gov](http://www.berlinmd.gov)). There are a few that cannot be filled out yet, as there are a few bugs in the process. D3 is working through these bugs and Ms. Bohlen will keep Council updated. The honors and awards pages for the Town as well as employees has be updated as well. Now available on the Web is the current code supplement to the Town Charter. The Fall 'Just Walk' event was such a success, the Spring 'Just Walk' has been already been scheduled, more details will follow as the date approaches. Planning for the summer movie program is underway as well.

d. Electric – Tim Lawrence

All of the Christmas decorations in Town are down. The department has been helping Public Works chip Christmas trees and doing tree trimmings at South Main. A permit has been issued from SHA to be in the road during this period. Insurance required testing at the Electric Plant is 90% complete. 227 West Street has had a new net meter installed for solar system.

e. Police – Arnold Downing

The department has completed all in-service trainings for Calendar Year 2015. In regards to all of the holiday events, they all went smoothly. There was a lot of help from other agencies, Maryland State Police, Worcester County Sheriff and Ocean City just to name a few; overall, everyone was pleased with the efforts. When it came to supporting families who are less fortunate during the holiday season, the Town, along with Worcester GOLD, Dollar General, the 1<sup>st</sup> Baptist Church and Homes at Berlin the turnout was outstanding. There were gifts and toys donated by and from Dollar General customers, last minute help with Christmas trees, and Christmas stockings by the church and Homes at Berlin.

f. Planning – Dave Engelhart

Mr. Engelhart offered several statistics for the Planning Department:

- Planning issued the first new home permit of 2016.
- Total permits for calendar year 2015 were 271;
- Total for 2014 was 161, an increase of almost 68%.
- 13 were for new single-family homes.
- 44 more were written at Cannery Village.
- A grand total of 4 new home permits were issued in calendar year 2014

Mr. Engelhart attended at GIS (Geographical Information Systems) class recently and thinks the software could be a use to the planning department, as long as we could be part of the County's database due to costs. He sees this as moving forward for calendar year 2016. Councilmember Brittingham brought up the petition signed by residents in the area of Cannery Village that are asking for a fence in place of the tree line that is being planted. There are concerns from residents that once a developer leaves, it may be hard to get them back to correct any issues. The developer proposes trees to divide property line and not use a fence. Chief Downing agreed to contact the Board of Education about bus stops, and

their locations, that would cut down on foot traffic between property lines. The ideal scenario would be to have bus stops at the mouth of the development of Cannery Village where it intersects with Flower Street. The Chief will report back on progress with the Board of Education.

g. Managing Director – Jeff Fleetwood

1/14/16 10am-3pm – A defensive driving class will be held, it is being sponsored by LGIT.

1/28/16 – An anti-harassment class is being offered. This particular class is recommended to be taken every other calendar year.

h. Economic and Community Development Director – Ivy Wells

Ms. Wells stated that according to calculations New Year's Eve 2015, was the largest crowd ever - estimated to be at 4,500. Kudos were given to all Departments, especially the Police Department and Electric Department. January 11, 2016 is the kick off to restaurant week in Berlin. Ms. Wells was interviewed by WMDT for a spot on the evening news. A social media contest has been created called #eatberlintown. On 1/12/16, Worcester County Tourism is hosting a Social Media class in Ocean City and all are welcome to attend. The \$50,000 Community Legacy grant was awarded to the Town. This will allow the Town to grant more monies to commercial properties applying.

#### 8. Town Administrator's Report

There were no purchase orders to be presented for approval. Ms. Allen reported on the Bryson City, North Carolina trip to view their tourist/polar express train ventures. Ivy Wells, Economic Director accompanied Ms. Allen on the trip. The return trip home was an adventure and Ms. Allen thanked Ms. Wells for being a trooper for continuing to work through the evening so the Town could have a successful New Year's Eve Celebration. The previous week Ms. Allen made her bi-annual presentation to the Kiwanis's group. There were updates on Cannery Village, Hudson Branch and the train trip.

#### 9. Comments from the Mayor

The Mayor noted what a busy year 2015 was and how excited he is for an even more successful and busy 2016. Condolences were offered to Councilmember Purnell and Gulyas on the passing of a their mothers.

#### 10. Comments from the Council

GULYAS: - None

HALL: - Councilmember Hall encouraged all Department Heads to go back to their department staff and thank them for the hard work on all the events in Town. It is recognized that sometimes it means missing a family dinner or event. The efforts do not go un-noticed or un-appreciated.

BRITTINGHAM: - Councilmember agrees with Councilmember Halls sentiments.

BURRELL: - Councilmember Burrell noted that he had received a complaint about the condition of public parking lots downtown, is it possible when the report is returned that it

could include NON-Town owned lots as well. A second complaint was brought to his attention that Branch Street in front of a citizen's home a street repair is failing. Ms. Allen said that both items would be looked into and a report would be brought back to the Council. Councilmember Burrell also congratulated Town Administrator and the Finance Department on a clean audit.

PURNELL: - None

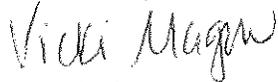
11. Comments from the Public - None

12. Comments from the Press - None

13. On the motion of Councilmember Burrell, the meeting was adjourned at 8:15 P.M. and 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>	5	0			

Minutes Respectfully Submitted,



Vicki Magin  
Administrative Assistant

**COMPARISON OF  
 HERRON SAVINGS BANK, PNC BANK, NATIONAL ASSOCIATION, BANK OF OCEAN CITY AND SHORE BANK  
 PROPOSALS TO PURCHASE UP TO \$3,000,000 BERLIN TAXABLE GO BOND  
 RECEIVED ON DECEMBER 3, 2015, DECEMBER 17, 2015 AND JANUARY 5, 2016 (See Note (1))**

*Note: The terms outlined below reflect terms contained in the proposals submitted by the 4 banks, as well as certain clarifications to those proposals obtained by bond counsel and the Town Administrator through emails or telephone calls with bank contacts.*

	HERRON SAVINGS BANK	PNC BANK, NATIONAL ASSOCIATION	BANK OF OCEAN CITY	SHORE BANK
Maturity	Original term of 5 years OR 5 years (therefore, maturing in January 2019 or January 2021, respectively), with option of the Town to extend the term for rolling additional terms of 3 OR 5 years (the Town can mix and match extension terms—it does not need to always extend for a period that corresponds to the then-current term). Once the Town extends for a term beyond January 2046, if applicable, that will be the final term. (Under M&D law, final principal payment may not be made more than 40 years after issuance date.) Notice of any extension must be given at least 30 days prior to the end of the then current term (or such fewer number of days as is acceptable to the holder of the bond). See note (2)	7 year term (maturity in January 2023).	30 year term (maturity on December 1, 2045). The bank may agree to allow maturity to be on the 1 <sup>st</sup> or 15 <sup>th</sup> calendar day of the month in which closing occurs.	Appears to be 30 years; not entirely clear from the proposal.
Interest Rate	If the original term is 3 years: 3.25%. If the original term is 5 years: 4.00%. The interest rate for any 3 year extension term will be equal to the then-current Hebron Savings Bank Prime Rate when locked in. The interest rate for any 5 year extension term when locked in will be equal to (f) the then-current Hebron Savings Bank Prime Rate plus (3) 0.75%.	3.90%.	3.50% until December 1, 2030; as of December 1, 2030, and each June 1 and December 1 thereafter until maturity, the interest rate payable on bond will be adjusted to the then-current Wall Street Journal Prime Rate plus 1%. If the bank allows shift in maturity date as described above, these dates will shift accordingly.	5% for the first 10 years with a ratchet as follows: 300 basis points over the 10 year swap rate for the final term of a 20 year amortization. Proposal does not clarify whether rate will continue to float as 10 year swap rate floats or is fixed for 20 years by this formula following the initial 10 year fixed rate period.

	<p>(Note—HSB Prime Rate usually equates to NY Prime Rate; HSB Prime Rate is currently 3.25%.)</p>			<p>Proposal does not specify.</p>
<p>Interest Payment Dates</p>	<p>Semi-annually, beginning 6 months from the date of closing, and every 6 months thereafter throughout the original term and any extension term until end of original term or last exercised extension term, as applicable, or prior prepayment in whole.</p>	<p>Semi-annually, beginning 6 months from the date of closing, and every 6 months thereafter until maturity or prior prepayment in whole.</p>	<p>Each June 1 and December 1, beginning June 1, 2016, unless the bank agrees to shift in maturity date as described above, in which case interest payment dates will shift accordingly.</p>	<p>Proposal does not specify.</p>
<p>Principal Payment Dates</p>	<p>Annually, beginning 1 year from the date of closing, and continuing throughout the original term and last extension term, if any, unless prepaid in whole on an earlier date.</p>	<p>Annually, beginning 1 year from the date of closing, and continuing until maturity or prior prepayment in whole.</p>	<p>Each December 1, beginning December 1, 2016, unless the bank agrees to shift in maturity date as described above, in which case principal payment dates will shift accordingly.</p>	<p>Proposal does not specify.</p>
<p>Amortization</p>	<p>Principal will be amortized on a level principal basis over a 30 year term (even though original term will be for only 3 or 5 years). Therefore, annual January principal payments will be \$100,000 until last payment due at end of original term or last extension term (which will equal remaining unpaid principal). If total amortization extends beyond 30 years, bank will work with Town to restructure principal in last term. See Note (3)</p>	<p>\$300,000 on the annual January principal payment date in each of the years 2017 – 2022, inclusive, with a final principal payment of \$1,200,000 in January 2023.</p>	<p>Annual principal payments of \$100,000 each.</p>	<p>Proposal does not specify.</p>
<p>Interest Accrual</p>	<p>365 day basis. In whole or in part at any time at a prepayment price of the principal amount prepaid plus accrued interest on the principal prepaid to the date of prepayment, without premium or penalty. Number of days' notice of prepayment not specified; RFP provided at least 10 days' notice will be given (unless bank holder agrees to fewer number of days' notice).</p>	<p>30-day month/360-day year basis. In whole or in part at any time at a prepayment price of 100% of the principal amount prepaid, plus accrued interest on the principal prepaid to the date of prepayment, plus a premium of (i) 5% of the principal prepaid during first year after date of issuance, (ii) 4% of the principal prepaid during second year after date of issuance, (iii) 3% of the principal prepaid during third year after date of issuance, (iv) 2% of the principal prepaid during the fourth year after date of issuance, (v) 1% of the principal prepaid during fifth year after date of issuance, and (vi) no premium for any prepayment made during or</p>	<p>365 day basis. In whole or in part at any time at a prepayment price of the principal amount prepaid plus accrued interest on the principal prepaid to the date of prepayment, without premium or penalty. Number of days' notice of prepayment not specified; RFP provided at least 10 days' notice will be given (unless bank holder agrees to fewer number of days' notice).</p>	<p>Proposal does not specify. Proposal does not specify.</p>

		after sixth year after date of issuance. At least 10 days' prior notice of prepayment required (unless the holder agrees otherwise). Town must accept proposal in writing by 01/19/2016 and close by 01/29/2016.	Settlement to occur by June 1, 2016.	Proposal does not specify.
Acceptance/Closing	Nothing specified in addition to the RFP as to acceptance. Closing must occur by 01/31/2016.	Town to pay bank counsel an amount not to exceed \$2,500.	N/A; while the bank will use outside counsel, such counsel's fees and expenses will be paid by the bank.	Proposal does not specify.
Town Payment of Bank Counsel's Fees	Town to pay bank counsel Victor E. Laws, II, based on time taken for review. The bank estimates counsel fees will be between \$1,000-2,000.	1. Subject to other standard terms and conditions (Bank representative indicated none expected notwithstanding "Documentation" and "Events of Default" provisions of proposal). 2. Standard representations and warranties at closing. 3. Audited financial statements to be provided by the Town to the bond holder within 180 days of fiscal year end. 4. Town to provide other regularly prepared financial information or operating reports as requested by bond holder. 5. For so long as PNC is the bond holder, Town to include PNC in any RFPs for future banking services or debt private placements. 6. Submission to MD jurisdiction and waiver of jury trial (limited to contract claims). 7. PNC may request info on the 5 largest commercial tax payers in order to give final credit approval.	None.	1. Proposal indicates this will be a secured term loan. Proposal does not specify the required security. 2. Proposal indicates the bank will require some degree of deposit relationship, without any further details. 3. Proposal indicates final bank approval will be required.
Other	None.			

Notes:

(1) Hebron Savings Bank and PNC Bank submitted proposals on 12/03/15. Bank of Ocean City initially indicated in writing that it would not be submitting a proposal, but upon further consideration, submitted a proposal on 12/17/15. Shore Bank submitted a proposal by e-mail on 01/05/16 that did not contain many details. The terms of the RFP circulated on behalf of the Town expressly allow the Town to accept late proposals, including from any bank that initially received the RFP but chose not to timely submit a proposal, or proposals from banks that did not receive the RFP.

(2) For illustration as to extension terms under the Hebron Savings Bank proposal, the Town could choose 5 year term initially and then exercise nine (9) consecutive extension terms of 3 years each, so that total term would equal 32 years. Or, the Town could choose 3 year term initially and then extend nine (9) additional times for extension terms of 3 years each, resulting in a 30 year term. Or, the Town could choose 5 year term initially and then extend five (5) additional times for extension terms of 5 years, resulting in a 30 year term. Or, the Town could choose either original term and then continue exercising extension rights with a mix of 3 and 5 year terms; but the final term would end at the end of the then-current 3 or 5 year term, as applicable, once the 30 year date passes.

(3) With respect to the Hebron Savings Bank proposal, because the bond will be amortized over 30 years, if the Town does not extend beyond the original term, principal amortization will be as follows, as applicable:

Date	3 Year Original Term - Principal Amounts Due	5 Year Original Term - Principal Amounts Due
01/2017	\$ 100,000	\$ 100,000
01/2018	100,000	100,000
01/2019	2,800,000	100,000
01/2020	N/A	100,000
01/2021	N/A	2,600,000

If the Town extends beyond the applicable original term, the Town will continue making principal payments of \$100,000 annually until the maturity date of the last exercised extension term, at which point all unpaid principal will become due and payable in a lump sum.

#18231652016.021

**Placeholder**

**AGH Presentation**

**Michael Franklin**



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:

JAN 20 '16 AM 9:13

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: 1/11/2016

Event Start time: 10:00 am Road Closure Start: 8 am

Requested Date(s) of the event: 4/9/16

End time: 5:00 pm End: 6 pm

Name of Event: Spring Celebration

Location of Event: Downtown Main Street \*  
\*If activity is in either Stephen Decatur or Henry Park, Parks Reservation form must be complete.

Estimated number of attendees: 1500

Applicant Name: Larnet St. Amant

Applicant Cell Phone: 443 235-2284

Sponsoring Organization or Business Name: Berlin Chamber of Commerce

Email: Chamberinfo@berlinchamber.org

Person(s) to Contact Day of Event: Name: Larnet St. Amant Cell # 443 235-2284

Name: \_\_\_\_\_, Cell # \_\_\_\_\_

Description of event: Easter related events, vendors, bonnett parade, Kids crafts

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: Larnet St. Amant Date: 1/11/2016

Printed Name: Larnet St. Amant

Approved by the Mayor and Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. For \_\_\_\_\_ Opposed \_\_\_\_\_ Abstain.

**DETAILS OF EVENT:**

Shaded areas for office use only

<b>Street Closure</b>		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: <u>8am</u> End: <u>6pm</u>	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.	
Will on-street parking need to be cleared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Notes: # of barricades <u>6</u>	No-Parking signs to be placed:
Will parking areas need to be cleared/closed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Barricades to be dropped off: <u>4:45 April 8</u> Time/Date	<u>4:45 April 8</u> Time/date
		<u>4 barricades 2pm</u>	Must be placed 24 hours prior to event. <u>10am</u>
		State Highway Form submitted if applicable? <input checked="" type="checkbox"/>	

<b>Electric</b>		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.	
Will there be banners to be hung?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Request for Electric Form submitted? <input checked="" type="checkbox"/>	
		If yes, Request to Hang Banner form needed. Banner Form submitted? <input checked="" type="checkbox"/>	

<b>Other Items/Services:</b>		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>8</u>	Trash cans to be placed: <u>4-8-16</u> Time/date <u>2pm</u>
Picnic Tables and/or Chairs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Required <u>3-4</u>	To be placed: <u>4-8-16</u> Time/date <u>2pm</u>
Stage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Location to be placed must be marked on map.	Stage to be placed: <u>4-8-16</u> Time/date <u>2pm</u>
Porta-potties	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Standard <u>2</u>	Porta-potties will be placed in the alley on Pitts Street:
		# Accessible <u>1</u>	<u>9:00am</u> Time/date <u>4-9-2016</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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>1-20-16</u>	<u>ST</u>
Park Reservation Application and Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Request for Electric Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>1-20-16</u>	<u>ST</u>
Request for Banner Placement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>1-20-16</u>	<u>ST</u>
Sign Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Vendor's Application and Certification for Peddling and Soliciting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>TBD</u>	<u>ST</u>
Business Use of Park Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Proof of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>ST</u>
Other:				

## SPECIAL EVENT GUIDELINES

### IMPORTANT: PLEASE READ

This form has been prepared to assist you and Town staff in planning and meeting the necessary requirements to hold a Special Event in the Town of Berlin. There may be other forms required of you and/or your participants (vendors).

All events are subject to approval by the Mayor and Council of the Town of Berlin at a public meeting of that body. Approval of a Special Event does not authorize the organizers to violate any applicable Town, County or State codes, ordinances, rules or regulations; open-container laws are strictly enforced. Additional restrictions or requirements may be put in place by the Town of Berlin or its authorized agent(s). Additional regulations imposed by Worcester County and/or the State of Maryland may apply; applicant is responsible for all applications to the appropriate agencies of the county or state, payment of any fees to those agencies and adherence to all rules, regulations and requirements of those agencies.

The staff of the Town of Berlin will assist you as much as possible in the completion of any documents required by the Town of Berlin and in making the arrangements for Town services required for your event. A pre-event meeting - separate from any appearance before the Mayor and Council - will be required. Town staff will contact you to make arrangements for this meeting. Separate meetings and/or communication may be received from individual departments of the Town to clarify event details.

All events are on a first-come-first-served basis. You are encouraged to submit your application as far in advance of your event as possible. You will be required to make your request to the Mayor and Council at least 60-days in advance of your event. Your forms must be submitted no later than 5:00 PM on the Monday prior to a regularly scheduled Mayor and Council Meeting (held the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month, subject to change). Other agencies of the county or state may have separate deadlines for submission; it is your responsibility to ensure that those deadlines are met.

The responsible party's signature on the first page signifies understanding and acceptance of the information contained within this document.





# Maryland State Highway Administration Special Event Permit - Signature Sheet

EVENT: Berlin's Spring Celebration

### 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 Maryland Chamber of Commerce  
PLEASE PRINT NAME

REPRESENTATIVE: Jarret St. Amant  
PLEASE PRINT NAME

SIGNATURE: Jarret St. Amant  
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>1/11/16</u>	District: <u>1</u>	County: <u>Worcester</u>
Contract No.: _____	Utility Permit No.: _____	Bridge No.: _____
Route Number (and Name) and Exit Number:		
Project/Work Zone Limits:	from <u>Main West to Main - Jefferson</u>	
(Not by Stations)	to <u>Broad/Main to Broad/Gray</u>	
Type of Work:	<u>Special Event: Spring Celebration</u>	
Permittee's Name & Address:		

SHA Contact Person:	<u>Jana Potvin</u>		
Contact Numbers:	<u>410 677-4046</u>		<u>410 543-6598</u>
	Work	Car/Beeper	Fax #
Permittee Contact Person:	_____		
Contact Numbers:	_____	_____	_____
	Work	Car/Beeper	Fax #

**LANE CLOSURE DESCRIPTION**

Requested Date(s):	<u>4/9/16</u>	Days of Week:	<u>Saturday</u>					
Requested Time Period (s):	<u>8am to 6pm</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 type="checkbox"/> LS	<input 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):								

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.





SPECIAL EVENT  
REQUEST FOR ELECTRIC



SA

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: 1/11/16

Event start time: 10 am

Date(s) of the event: 4/9/16

Event end time: 6 pm

Name of Event: Spring Celebration

Number of vendors/activities needing electric service: 3-4

Contact Name: Larnet St. Amant

Contact Phone (Day): 443 235-2284

Sponsoring Organization Berlin Chamber

Email: larnet@berlinchamber.org

Signature: Larnet St. Amant

Date: 1/11/16

Printed Name: Larnet St. Amant

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

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: Clock tower  
(determined w/Electric Department)

Vendor: Food Truck Phone: \_\_\_\_\_

Primary Contact: TBD

Vendor Type: \_\_\_\_\_

Load Information

Lighting	_____	KW
Cooking	_____	<input checked="" type="checkbox"/> KW
Water Heating	_____	KW
Miscellaneous	_____	KW
Specify Unusual Motors	_____	KW
Other: _____	_____	KW
Total Load	_____	KW
Specify Voltage	_____	KW

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

Vendor: Moon Bounce Phone: 443 235-2284

Primary Contact: Larret St. Arnaud

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: By Worcester Youth  
(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)

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SPECIAL EVENT  
REQUEST TO HANG BANNER



This form is in addition to the "Town Street Closure/Request for Services form". Banners to be hung must meet the specifications listed below. 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: 1-11-16

Dates banners to be hung: 3/25/16 to 4/9/16

Date(s) of the event: Sat April 9, 2016

Please note: Hanging of banners is dependent on a number of factors, including weather, availability of personnel/equipment, and placement of banners for other events.

Name of Event: Spring Celebration

Contact Name: Larnet St. Amant

Contact Phone (Day): 443 235-2284

Sponsoring Organization: Berlin Chamber

Email: larnet@berlinchamber.org

Signature: Larnet St. Amant

Date: 1/11/16

Printed Name: Larnet St. Amant

Banner Specifications:

- 1. Must be made of a strong, durable material with wind stabilizing holes cut into it.
- 2. Must have grommets every 2' along the top and bottom
- 3. Must not exceed 22' in length and be between 34" and 36" in width.

Available Locations: please check desired location(s)

- North Main & Harrison Ave (near Fire Company)
- South Main & Buckingham (near Worcester Preparatory)
- Bay & Flower Street

NOTE:

- 1. Suitable locations for banners are limited; the Town of Berlin cannot hang banners on private property/privately owned structures, poles, etc.
- 1. The Berlin Electric Department reserves the right to refuse to hang any banner for any reason within their discretion.
- 2. It is the responsibility of the organization to purchase and supply the banner(s).
- 3. The organization is responsible for delivering the banner to the Berlin Electric Department and for picking-up the banner after display. Banners not picked up within 30 days following the date of the event may be destroyed/disposed of.

Questions:

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

Reviewed by the Electric Utility Department: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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: October 7, 2015

Event Start time: 8:00 AM Road Closure Start: N/A

Requested Date(s) of the event: May 21, 2016

End time: 10:00 AM End: N/A

Name of Event: Race for the Arts

Location of Event: Street at Arts Council: 6 Jefferson Str.

Estimated number of attendees: 100

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

Applicant Name: Worcester County Arts Council - Anne Mullis

Applicant Cell Phone: 443-614-8071  
work: 410-641-0809

Sponsoring Organization or Business Name: Worcester County Arts Council

Email: anne@worcestercountycouncil.org

Person(s) to Contact Day of Event: Name: Erika Nebels, Cell # 443-523-7656  
Name: Anne Mullis, Cell # 443-614-8071

Description of event: 5K annual Race/Walk for the Arts to promote awareness of arts in the community. This is family friendly event designed for youth and adults alike.

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: Anne Mullis Date: 10/7/2015

Printed Name: ANNA MULLIS

Approved by the Mayor and Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. For \_\_\_\_\_ Opposed \_\_\_\_\_ Abstain.

**DETAILS OF EVENT:**

Shaded areas for office use only

<b>Street Closure</b>		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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/>	
Will on-street parking need to be cleared?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Notes: # of barricades _____ Barricades to be dropped off: _____ Time/Date	No-Parking signs to be placed: _____ Time/date
Will parking areas need to be cleared/closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Must be placed 24 hours prior to event.

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

<b>Other Items/Services:</b>		If applicable, items listed are in addition to those normally in place.	
Trash cans	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Required _____	Trash cans to be placed: _____ Time/date
Picnic Tables and/or Chairs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Required _____ # Required _____	To be placed: _____ Time/date
Stage	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Location to be placed must be marked on map.	Stage to be placed: _____ Time/date
Porta-potties	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Standard <u>2</u> # Accessible <u>1</u>	Porta-potties will be placed in the alley on Pitts Street: _____ Time/date
Signs: Other than banners or parking	<input checked="" type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/>	

Additional Forms Required:	Yes	No	Date Rec'd	Initials
State Highway Administration Request for Road Closure				
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:				

Revised Route  
1-25-15

Berlin Aers Council 4 mile Run MAY 16, 2015

	Head southwest on Jefferson St toward Grace St	0 mi (+0.11 mi)
	Turn right onto Washington St	0.11 mi (+0 mi)
	Head northwest on Washington St toward West St	0.11 mi (+0.09 mi)
	Head northeast on West St toward Broad St	0.2 mi (+0.12 mi)
	Turn left onto Broad St	0.32 mi (+0.01 mi)
	Head northwest on Broad St toward Harrison Ave	0.33 mi (+0.09 mi)
	Turn right onto Harrison Ave	0.42 mi (+0.02 mi)
	Head north on Harrison Ave toward Baker St	0.44 mi (+0.04 mi)
	Head north on Harrison Ave toward Brittany Ln	0.48 mi (+0.26 mi)
	Head east toward N Main St	0.73 mi (+0.01 mi)
	Head south on N Main St toward Cedar St Destination will be on the left	0.75 mi (+0.14 mi)
	Head east on N Main St	0.88 mi (+0 mi)
	Head south on N Main St toward Powellton Ave	0.88 mi (+0.12 mi)
	Turn right onto Baker St Destination will be on the right	1 mi (+0.01 mi)
	Head northeast on Baker St toward N Main St	1.01 mi (+0.01 mi)
	Turn right onto N Main St	1.01 mi (+0.03 mi)
	Head southeast on N Main St toward Stevenson Ln Destination will be on the right	1.04 mi (+0.27 mi)
	Head south on S Main St toward Tripoli St Destination will be on the right	1.31 mi (+0.19 mi)
	Head southwest on S Main St	1.5 mi (+0 mi)
	Turn right	1.5 mi (+0.05 mi)

	Head northwest	1.56 mi (+0.07 mi)
	Head southwest Destination will be on the right	1.62 mi (+0.07 mi)
	Head east toward S Main St	1.69 mi (+0.09 mi)
	Turn right onto S Main St Destination will be on the right	1.78 mi (+0.01 mi)
	Head southwest on S Main St toward Buckingham Rd Destination will be on the right	1.79 mi (+0.23 mi)
	Head south on S Main St toward Buckingham Ln Destination will be on the right	2.02 mi (+0.13 mi)
	Head south on S Main St toward Buckingham Ln	2.15 mi (+0 mi)
	Turn right onto Buckingham Ln	2.16 mi (+0.51 mi)
	Turn right onto West St	2.67 mi (+0 mi)
	Head northeast on West St toward Abbey Ln	2.67 mi (+0.28 mi)
	Head southeast on W Buckingham Rd toward Tingle Rd Destination will be on the right	2.96 mi (+0.14 mi)
	Head southeast on W Buckingham Rd toward Tingle Rd	3.09 mi (+0 mi)
	Turn right onto Tingle Rd	3.1 mi (+0.12 mi)
	Head southeast on Upshur Ln toward Middle St	3.22 mi (+0.12 mi)
	Head northeast on Upshur Ln	3.33 mi (+0 mi)
	Continue onto Purnell Ave Destination will be on the left	3.34 mi (+0.12 mi)
	Head northeast on Purnell Ave toward Buckingham Rd	3.46 mi (+0 mi)
	Turn left onto Buckingham Rd Destination will be on the right	3.46 mi (+0.12 mi)
	Head southwest on Buckingham Rd	3.57 mi (+0 mi)
	Turn right onto W Buckingham Rd	3.58 mi (+0.14 mi)
	Turn right onto West St	3.72 mi (+0.05 mi)

-  Head northeast on West St toward Washington St 3.77 mi (+0.08 mi)
-  Head east on West St 3.85 mi (+0 mi)
-  Head northeast on West St toward Washington St 3.85 mi (+0.11 mi)
-  Head northeast on West St toward Washington St 3.96 mi (+0 mi)
-  Turn right onto Washington St 3.96 mi (+0.1 mi)
-  Turn left onto Jefferson St Destination will be on the left 4.06 mi (+0.1 mi)
- 



**MOTION OF THE MAYOR AND COUNCIL 2016-05**

A motion of the Mayor and Council of the Town of Berlin approving the Records Retention and Disposal Policy as presented.

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



## RECORDS RETENTION AND DISPOSAL POLICY

### CONTENTS:

1. Introduction
2. Records Coordinator and Records Retention and Disposal Schedule
3. Records Maintenance Procedures
4. Records Destruction Procedures
5. Records Designated for Permanent Retention
6. Electronic Records

### 1. INTRODUCTION

Each Department of the Town creates and maintains various forms of records regarding active and inactive (past) business of the Town.

This policy is intended to provide the guidance, requirements and procedures necessary for retention and disposal of records for the Town of Berlin, excepting the Berlin Police Department, which has separately established, and had approved by the MD State Archives, a separate Records Retention and Disposal Schedule.

The policy is designed to:

- a) Encourage compliance with regulatory and generally accepted practices pertaining to records management, retention and disposal;
- b) Define types of records applicable to all departments and applicable to specific departments of the Town;
- c) Provide a uniform procedure for the organization of records no longer considered active;
- d) Provide a uniform schedule for the retention of records by type and department;
- e) Ensure that the records of the Town are organized, accessible and maintained for appropriate historical periods;
- f) Ensure that the records of the Town are disposed of in a timely manner as to conserve storage space and materials.

### 2. RECORDS COORDINATOR AND RECORDS RETENTION AND DISPOSAL SCHEDULE

The Town of Berlin has established a Records Retention and Disposal Schedule which has been reviewed and approved by the State of Maryland Department of General Services Records Management Division.

The Town Administrator shall designate a records coordinator for the oversight, management and maintenance of the Town's inactive records. Each Department may designate a records coordinator for that department, and/or each employee may be responsible for his/her own record-keeping onsite (at the Department's particular facility).

The Town of Berlin's Records Retention and Disposal Schedule is classified according to Departments; each Department has an established schedule of record types and their respective retention periods as per the approved Schedule, which may be amended from time-to-time. Each Department is responsible for revising its schedule as needed working with the Records Coordinator.

The Records Retention and Disposal Schedule establishes the minimum retention requirements for records; records may be kept for longer periods at the discretion of the Department/employee.

### **3. RECORDS MAINTENANCE PROCEDURES**

Should any of the procedures listed below conflict with legal or contractual record-keeping requirements, the more stringent practice shall apply.

- a. Each Department will establish and maintain, within its facility(ies) a physical storage area for active records.
  - i. Active records may be maintained in an individual employee's office or work space, or in a common location of the facility.
  - ii. Active records will be maintained in such a way as to ensure that, in the individual employee's absence, another staff member will be able to readily locate necessary records; file drawers or other active record storage shall be clearly marked indicating the contents and the contents will be arranged in a reasonable manner as to facilitate location of an individual record.
  - iii. Active records will be promptly and properly filed.
- b. Each Department may physically store its inactive records within its facility(ies).
  - i. At least once annually, preferably at the start of the new fiscal or calendar year, each department will review existing records to determine those records ready to move into non-active status and to purge or otherwise designate files as being non-active.
  - ii. Every effort should be made to designate non-active records by year.
  - iii. Every effort should be made to store inactive records onsite as space allows. Inactive records may be maintained in an

individual employee's office or work space, or in a common location of the facility.

- iv. Inactive records will be maintained in such a way as to ensure that, in the individual employee's absence, another staff member will be able to readily locate necessary records; file drawers or other active record storage shall be clearly marked indicating the contents and the contents will be arranged in a reasonable manner as to facilitate location of an individual record. Additionally, inactive records shall be marked as such, with the year of the records clearly indicated. Records based on Calendar Year (January 1 to December 31) shall be marked as "CY[year]" and those based on Fiscal Year (July 1 to June 30) shall be marked as "FY[year]".
- c. Each Department may store inactive records offsite as needed in a storage area as designated by the Town Administrator.
- i. If records are stored offsite, the site will be coordinated by the employee designated as the records coordinator for the Town.
  - ii. The records coordinator will organize the storage area into a system by which related records can be stored logically by Department and date and recorded in a Records Log which shall be kept up-to-date as records are stored and removed temporarily or destroyed. This system will also allow for the removal of outdated records to be rotated with incoming records.
  - iii. Placement of records in the offsite storage area will be coordinated with the records coordinator.
  - iv. The records coordinator will work with each department or its designee when records are being moved into storage by making a fair record of what is being placed in storage, where it is being placed within the storage system and when it is designated for destruction.
- d. Storage containers will be obtained through standard office supply ordering procedures and should be items designed for such use. Use of re-purposed boxes is acceptable, but boxes must be marked in the same manner as containers designed for this purpose.
- i. Storage containers will be clearly marked on one end with the following information (at a minimum)
    - 1. The **Department** of origin
    - 2. The **year(s)** of records contained within. Records based on Calendar Year (January 1 to December 31) shall be marked as "CY[year]" and those based on Fiscal Year (July 1 to June 30) shall be marked as "FY[year]".
    - 3. A brief, but clear indication of the **nature of the records** contained within.

4. The **destruction date** of the records indicated as "Destroy After mm/yyyy"
  - ii. Placing multiple years, or related records (such as for a single project), within a single storage container is permitted when practical, but the container will be clearly marked as containing multiple years. The "Destroy After" date may reflect the appropriate date from the most recent records (in the case of multi-year records) or the longest retention period (in the case of related records), as applicable.
  - iii. Every effort shall be made to properly identify and store records of a highly confidential nature, such as personnel files.

#### 4. RECORDS DESTRUCTION PROCEDURES

Where appropriate as indicated on the Schedule, the Maryland State Archives shall be contacted prior to disposition of records, or, from time-to-time regarding permanent records as appropriate. Records will be offered to the Berlin Heritage Foundation and the Worcester County Library as appropriate.

- a. At least once annually, preferably at the beginning of either the Fiscal or Calendar Year, the records coordinator will determine which records are slated for destruction. The records coordinator will notify the appropriate department of those records to be destroyed; the department will then confirm the records being destroyed.
- b. The records coordinator, having established all records for destruction at a given time, will then coordinate the destruction of those records by whatever means is most practical based on the volume of records subject to destruction.
- c. An updated Records Log shall be produced at least once annually and kept on file by the records coordinator.

#### 5. RECORDS DESIGNATED FOR PERMANENT RETENTION

Certain records of the Town are to be permanently maintained. Every effort shall be made to store such permanent files on site at a given Department's facility.

- a. Permanent records may be moved out of active files and stored according to the same guidelines as in 3.b. above when stored onsite.
- b. If it is necessary to store permanent records offsite due to space or other constraints, the procedures in 3.c. above shall be followed, with the exception that the word "Permanent" replace the destruction date.
- c. If records are transferred to another entity, such as the MD State Archive, the Records Log shall be updated to indicate such.

## 6. ELECTRONIC RECORDS

Certain records of the Town are created and maintained electronically on the computers and/or servers of the Town. Under Maryland State COMAR 14.18.02, electronic records are considered the same as physical records, whether or not a physical record exists; i.e. regardless of whether or not an electronic file has been printed and filed as a physical document, the electronic version must also be maintained.

Draft documents are not required to be kept as they undergo revisions; only the final document is required to be subject to the retention schedule and policy.

For the purposes of retention and disposal, the same basic guidelines regarding physical records' storage and destruction schedules may be followed. Electronic files should be organized in much the same way as physical records, with computer directories arranged as virtual filing systems, in such a way as to enable other Town staff to readily locate information and to readily identify documents as available for deletion.

Emails, while electronic in nature, are to be classified as correspondence for the purposes of retention and destruction.

Data maintained within a software system, such as utility billing, is governed by the terms and functions of such a system, however reports generated from the data contained in such system become either electronic or physical records and are to be handled accordingly.

At the time of approval of this policy the majority of Town of Berlin electronic documents are maintained on the Town server, which is physically located at Town Hall, 10 William Street. All files and data residing on this server are maintained indefinitely; all files and data are backed-up on a daily basis; back-ups are maintained for a period of 3 months.

Some facilities of the Town have independent computer-based systems which record and maintain data separate from all other computer data and systems. Those systems maintain their data indefinitely.



**MOTION OF THE MAYOR AND COUNCIL No. 2016-06**

- 1. A motion of the Mayor and Council of the Town to approve the revised Betts and Holt Engagement letter (Electric Utility Special Counsel) with the Town’s Electric Utility.

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



# STAFF REPORT

To: Mayor and Members of the Town Council  
From: Town Administrator Laura Allen *LA*  
Date: January 25, 2016  
Subject: Revised Betts & Holt LLP Engagement Letter

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## RECOMMENDATION

Staff recommends the Council adopt a motion approving the revised Betts & Holt Engagement Letter.

## EXECUTIVE SUMMARY

The Town has worked with Betts & Holt to address a variety of legal issues associated with the Town's electric utility since 2011. The firm has provided excellent service, assisting the Town with wholesale electricity procurement, negotiation of Master Power Purchase and Sale Agreements as well as Confirmation Letters for the delivery of power and energy. Betts & Holt also provides legal advice regarding Public Service Commission hearings and related processes, as well as assistance in the development of the recent Solar Request for Qualifications (RFQ).

The revised Engagement Letter provides more detail regarding the types of services Betts & Holts will be providing. It also increases the rate for the attorneys from \$320 per hour to \$350 per hour (\$30) but decreases the rates for associates from \$180 to \$160 (\$20) and legal assistants from \$90 to \$70 (\$20).

## FISCAL IMPACT

The Town has spent an average of \$21,500 on these services over the past two fiscal years. Approving the revised Engagement Letter will not negatively impact the Electric Utility's budget.

## ANALYSIS

In 2011, the Town entered into an agreement with Betts & Holt LLP to assist with the procurement of electricity and to serve as special counsel for electric matters. The Council authorized the Mayor to enter into a revised agreement with Betts & Holt in December 2013.

Betts & Holt LLP has expertise that Town staff does not

Betts & Holt represents a variety of public electricity consumers. The firm has expertise in the wholesale electricity markets and familiarity with federal transmission issues which Town staff does not.

Work is assigned to Betts & Holt on an as needed basis when their expertise is required.

Rates have changed

A comparison of the rates from the 2013 agreement indicates rates have changed. The proposed Engagement Letter contains a \$30 per hour rate increase for attorneys, along with rate decreases for the associates (\$20) and legal assistants (\$20).

Attachment:

- Revised Engagement Letter

# BETTS & HOLT LLP

COUNSELLORS AT LAW

1100 17TH STREET, NW • SUITE 901 • WASHINGTON, DC 20036  
TELEPHONE 202.530.3380 • FAX 202.530.3389

January 6, 2016

JAN 12 '16 PM12:02

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

**RE: Special Counsel for Electric Matters**

Dear Ms. Allen:

In November 2013, the Town of Berlin authorized Betts & Holt LLP to continue to represent the Town of Berlin regarding legal matters concerning the electric utility and we entered into a retainer letter with the Town at that time. This letter refreshes that agreement, and serves as a special services contract that, if acceptable to Berlin, may be executed and returned to Betts & Holt LLP. We appreciate your confidence and look forward to continuing a rewarding professional relationship with you.

## Scope of Services

Betts & Holt LLP will serve as special counsel to the municipal electric utility of the Town of Berlin, Maryland. These services include matters related to wholesale electricity procurement, including additional future purchases from AMP or other providers. This could require the negotiation of Master Power Purchase and Sale Agreements and Confirmation Letters for delivery of power and energy in future periods, on either a full requirements or block purchase basis.

Betts & Holt LLP will assist Berlin with preparing testimony, providing data responses and negotiating arrangements related to the Purchased Power Cost Adjustment annual review at the Maryland Public Service Commission, Case No. 9508 and sub-dockets. Berlin plans to represent itself at the hearing, but if necessary Betts & Holt LLP attorneys can attend the hearing on behalf of Berlin. The budget for this work ranges from \$3,500 to \$7,000, depending on whether attendance at the hearing is required and whether any unfavorable appeals are filed.

In addition, Betts & Holt LLP may address other matters and issues that arise from time to time including retail renewable energy issues such as solar installations, questions and concerns related to retail demand response, transmission support to Berlin, pole attachment fees, and other matters that may arise affecting Berlin's supply and distribution of electricity.

### **Provider of Services**

Betts & Holt LLP, a partnership located at 1100 17<sup>th</sup> St., Suite 901, Washington, DC 20036, will serve as special counsel to Berlin and, in that capacity, provide legal counsel, professional advice, and representation in the matters described above under Scope of Services and with such other matters as may be assigned or authorized by Berlin. The Firm is AV rated, which signifies the highest level of legal ability and very high adherence to the professional standards of conduct, ethics, reliability, and diligence, and it is listed in The Bar Register of Preeminent Lawyers.

### **Communications**

Jill Barker, a senior attorney with the Firm, will act as lead counsel with Kirk Howard Betts and David Crawford. We expect to maintain a "lean" representation.

We will provide you copies of all documents that we prepare or receive. In the event that a document that we prepare is confidential in nature, we will seek your consent before sending it to anyone else.

We will prepare periodic status report to the Town of Berlin as you direct.

We will respond to your telephone calls and e-mails promptly. The telephone number for Betts & Holt LLP is 202-530-3380; our e-mail addresses are [kbetts@bettsandholt.com](mailto:kbetts@bettsandholt.com) and [jmb@bettsandholt.com](mailto:jmb@bettsandholt.com).

### **Professional Fees**

Our fees will not exceed \$350 an hour for partners (Mr. Betts), \$350 an hour for Of Counsel (Ms. Barker and Mr. Crawford), \$160 an hour for associates, and \$70 for legal assistants during 2016.

Expenses associated with the representation (long-distance telephone, travel to the Town, meals and lodging while traveling, postage, photocopying, and on-line research costs) are considered to be reimbursable.

Our customary practice is to bill for time and expenses on a monthly basis. Remittance within 30 days is expected. If Berlin has specific practices or procedures that would make the billing process more convenient, please let us know.

### **Relevant Experience and Qualifications**

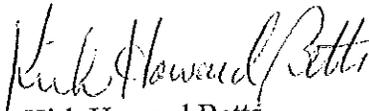
A Firm profile and biographical sketches for each attorney involved in this representation are enclosed.

Betts & Holt LLP represents a variety of public electricity consumers. It has represented the Public Power Association of New Jersey ("PPANJ") since the Firm was formed in 1996, although attorneys of the firm have represented PPANJ since 1986. Similarly, Betts & Holt LLP has represented individual members of the PPANJ in electricity procurement issues and other FERC matters since 1996. The PPANJ membership consists of the City of Vineland, NJ, Sussex Rural Electric Cooperative and eight other municipal utilities in New Jersey. Other public entities represented by Betts & Holt LLP include the City of Dover, Delaware since 1996, the Cities of Natchitoches, Ruston and Minden, Louisiana since 2000, and the District of Columbia Water and Sewer Authority from 2004 through 2008 and again from 2013 to 2015. Betts & Holt LLP represented the University of Maryland, College Park in electricity matters (1996 through 2007) and the City of Lincoln, Nebraska and Missouri River Energy Services (2004 to 2006) regarding natural gas matters. Betts & Holt LLP also represented the Town of Moreau, NY (2003 - 2004) and the City of Alma, Michigan (ending in 2001) regarding municipalization. The firm has represented Blue Ridge Power Agency, ending in 2000, the Delaware Municipal Electric Corporation and three of its members, Newark, New Castle, and Lewes, Delaware.

We look forward to working with you. Kindly acknowledge and return the enclosed copy of this letter to confirm the terms of our engagement.

Faithfully yours,

BETTS & HOLT LLP

  
by Kirk Howard Betts

Accepted:

\_\_\_\_\_ Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Town of Berlin, Maryland

Enclosures

# BETTS & HOLT<sup>LLP</sup>

COUNSELLORS AT LAW

1100 17TH STREET, NW • SUITE 901 • WASHINGTON, DC 20036  
TELEPHONE 202.530.3380 • FAX 202.530.3389

January 6, 2016

Laura Allen ICMA-CM, CPFO  
Town Administrator  
Town of Berlin  
10 William Street  
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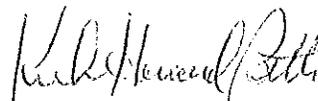
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Faithfully yours,

BETTS & HOLT LLP

  
by Kirk Howard Betts

Accepted:

\_\_\_\_\_ Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Town of Berlin, Maryland

Enclosures

**BETTS & HOLT LLP** is a law partnership engaged in the practice of law with its principal office in Washington, D.C. An AV rated firm, Betts & Holt represents a broad range of clients engaged in the energy industry. The Firm's lawyers, all of whom concentrate on electricity and natural gas matters, possess the regulatory, transactional, and market experiences required of today's energy lawyer. Betts & Holt attorneys appear before federal and state regulatory agencies and courts, including the United States Supreme Court, and before legislative bodies. Its attorneys have been in the forefront of cases that have created new standards for comparable transmission services, opened markets for purchasers of electricity, and substantially reduced the cost of power supply to its clients.

The attorneys are engaged in matters that involve the sale, purchase, generation and delivery of electricity and natural gas. In the electricity field, the attorneys have negotiated new power supply arrangements for wholesale and large industrial and educational retail customers of electric utilities that have substantially reduced power supply costs for those customers. In several landmark cases involving municipal electric utilities, the attorneys' transactional work and negotiations have fostered innovative and highly competitive power supply opportunities. The attorneys have worked extensively with hydroelectric, wind, cogeneration, waste-to-energy, and distributed generation, and they are engaged in various transmission and power pool dockets before the Federal Energy Regulatory Commission (FERC), and state restructuring dockets before state regulatory commissions. They advise communities on how to establish competitive municipal electric systems, and existing municipal utilities on how to preserve a competitive edge as the electric utility industry evolves from a fully regulated to a partially regulated industry. The Firm assists educational institutions in restructuring their energy production and distribution systems, and their energy acquisition strategies, to strategically position them for utility industry restructuring.

In the natural gas area, the Firm's attorneys regularly appear before the Federal Energy Regulatory Commission and the courts to represent the interests of those who require economic access to the natural gas pipeline system in the United States. Shippers and end users have special needs for representation to assure continued access to markets for natural gas. The attorneys are experienced in pipeline rates and certificate matters and issues pertaining to the importation of natural gas, and they have been involved in open access, gas industry restructuring, and rulemakings.

Betts & Holt was founded in 1996 to provide high quality, high value, client-oriented, cost-effective legal services. Changes in energy markets, laws, and regulations require consumers and public power utilities to adopt innovative strategies to exploit new opportunities to remain competitive. Recognizing this, Betts & Holt is a firm that responds quickly, creatively, and with the appropriate balance of well-refined legal skills and experience, coupled with the market knowledge necessary to advise and to position its clients to meet the challenges of a changing utility industry. The attorneys at Betts & Holt reflect this commitment.

**Betts & Holt LLP**

1100 17th Street, NW; Suite 901; Washington, DC 20036-4646  
Tel: 202.530.3380 FAX: 202.530.3389 *Email:* [kbetts@bettsandholt.com](mailto:kbetts@bettsandholt.com)

INNOVATIVE LAWYERS WITH ENERGY

**KIRK HOWARD BETTS** is a partner with the energy law firm of Betts & Holt LLP. An AV Rated lawyer, he is skilled in analyzing complex energy matters integrating legal, economic, environmental, and business considerations, and developing strategic and innovative legal solutions on behalf of municipal utilities and large consumers of electricity. His practice focuses on electric and gas markets and the regulatory environment. Mr. Betts has provided counsel for energy project development involving cogeneration, solar, hydroelectric, waste-to-energy, solar, biomass, and combustion, combined cycle, and steam turbines. He represents clients in wholesale transmission rate cases, power supply, hydroelectric, and reliability (NERC) matters before the Federal Energy Regulatory Commission (FERC).

Before open access transmission, Mr. Betts developed an innovative strategy for the Boroughs of Butler, Lavallette, Madison, Pemberton, and Seaside Heights, NJ, to purchase wholesale energy from a remote supplier, achieving annual savings of 38-42%. When Dover, DE faced aging, underperforming generation, he negotiated power supply and generation operating agreements that reduced annual costs and increased reliability. Mr. Betts has been special counsel to the Public Power Association of New Jersey since 1985, representing it on power supply procurement legislation, PJM participation and tariffs, power supply RFPs, and strategic positioning. As lead counsel, he negotiated contracts to finance and renovate the CHP, steam, chilled water, and electric distribution systems for the University of Maryland College Park campus, nationally recognized as an innovative model of public-private development. He has represented corporations and wholesale purchasers in California, Delaware, the District of Columbia, Illinois, Kentucky, Louisiana, Maryland, Michigan, Nebraska, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Virginia, and Washington, DC. He has served as an arbitrator in complex power supply (EEI and retail), steam, solar, and joint plant operating agreement disputes, among others, and also has been retained as special counsel to investigate allegations involving a cooperative corporation. He has mediated a variety of matters involving governance policies, real estate, and organizational mergers, and has engaged in dispute resolution at the community level in Central and South America.

Mr. Betts is a member of the District of Columbia and Maryland State Bar Associations, the American Bar Association, and the Energy Bar Association. He is admitted to practice before the United States Supreme Court, the United States Courts of Appeals for the 5th, 6th, 11th, and D.C. Circuits, and the U.S. District Courts for Maryland and the District of Columbia. Mr. Betts is listed in the *Register of Preeminent Lawyers*.

Mr. Betts was graduated from the Washington College of Law of The American University in 1979, having served as chair of the Moot Court Program and on the staff of The American University Law Review. He has been honored with the Alumni Award for Distinguished Service to the Law School, and continues serving through the Dean's Advisory Council. Mr. Betts received a Bachelor of Arts degree from The George Washington University in 1973. Mr. Betts was a legislative aide to former U.S. Senator William V. Roth (Del.), responsible for energy, transportation, agriculture and environment, and Assistant Minority Counsel for the Senate Intergovernmental Relations Subcommittee (Senate Government Operations Committee) where he focused on energy and environmental matters. Over a recent twelve year period, he was engaged in relief and development projects in rural areas around the globe.

**Betts & Holt LLP**

1100 17th Street, NW; Suite 901; Washington, DC 20036-4646  
Tel: 202.530.3380 FAX: 202.530.3389 *Email:* [kbetts@bettsandholt.com](mailto:kbetts@bettsandholt.com)

INNOVATIVE LAWYERS WITH ENERGY

**JILL M. BARKER** is an attorney with Betts & Holt LLP, a national energy law firm. Her principal area of expertise is wholesale electricity markets. She represents large and small governmental and quasi-governmental entities in power procurement, with a strategic objective to keep costs as low as possible.

Ms. Barker assists customers in translating both federal and state regulations into viable long term purchased power agreements. Market changes are continually monitored to enable customers to take greater control over their energy costs. Ms. Barker has assisted customers as varied as a large urban water utility to a group of eight municipal utilities in procurement processes that comply with local regulations while ensuring the most competitive rates. She drafts and negotiates contracts that not only comply with local laws and regulations but also conform to industry standards so that the client receives proposals from the greatest number of competitive suppliers.

Ms. Barker's experience with federal transmission issues spans several decades. She played a lead role in securing one of the earliest transmission access orders from the Federal Energy Regulatory Commission ("FERC") pursuant to the Energy Policy Act of 1992, and continues to represent customers of transmission formula rates. In recent years she participated extensively in proceedings before the FERC that resulted in the formation of markets for electric capacity. Ms. Barker can assist clients in understanding the impact these markets have on their power costs.

Ms. Barker has litigated numerous cases involving tariff issues and contracts before the FERC. She also has litigated cost of service, rate design, and contract issues before state public service commissions in a number of jurisdictions.

Ms. Barker is conversant with Smart Grid and green energy policies and has assisted clients in filing grant applications for the funding of Smart Grid initiatives and in negotiating solar supply options. She understands how the Energy Efficiency and Demand Response initiatives work from both a tax and regulatory perspective and can assist clients in incorporating these opportunities into strategic power purchase plans that minimize costs.

Ms. Barker served on the Board of Directors of Arlington Thrive from 2009 to 2015 and was instrumental in creating a partnership that led to the Energy Masters program, a Green Giant award recipient from Washingtonian Magazine in 2013. The Energy Masters program provides energy and weatherization education services to low income apartment dwellers.

Ms. Barker also serves on the Board of the Charitable Foundation of the Energy Bar Association, an organization that funds energy-related charitable activities, as well as other community service projects.

Ms. Barker graduated from the Washington College of Law of the American University in Washington, DC in 1983. She received a B.S. degree in Finance and Multinational Business Operations in 1980 from Florida State University. Ms. Barker served as a Trial Attorney in the Economic Regulatory Administration at the Department of Energy from 1983-1985. She is admitted to practice in the District of Columbia and Florida.

**Betts & Holt LP**

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**DAVID E. CRAWFORD** is "Of Counsel" to the energy law firm of Betts & Holt LLP. Throughout his career, Mr. Crawford's activities on behalf of his clients have taken him to the forefront of regulatory change and technological innovation. As a result, Mr. Crawford understands the importance of bringing together attentive listening, careful analysis, and creative thinking to develop practical, business-oriented legal strategies to achieve a client's objectives.

Mr. Crawford began his practice representing the largest natural gas utility in Oklahoma as it sought to mitigate the impact of rapidly rising gas prices and potential supply contract liabilities on its customers. Mr. Crawford also served as a member of the legal team that tried utility rate cases and secured regulatory approval for an innovative industrial rate program.

Mr. Crawford advised the University of Minnesota on gas supply options and negotiated gas supply and transportation agreements that enabled the University to combine the price advantage of a firm supply contract with the flexibility of varying its consumption levels. Mr. Crawford represented the University during the implementation phase of a comprehensive steam plant infrastructure privatization program. He subsequently organized and spoke at nationwide seminars on energy infrastructure planning for colleges and universities.

Mr. Crawford represented an early developer of wind-driven energy projects in state regulatory proceedings. He later served on a governmental relations team on behalf of a major biomass energy project developer that successfully obtained a statutory change necessary for the viability of a project.

Mr. Crawford represented the City of Manchester, New Hampshire in the development and implementation of its pilot aggregation program, which, in its first two years, resulted in a 23% reduction in costs for participants. Mr. Crawford later negotiated an inter-municipal aggregation agreement to create the largest consumers group in New Hampshire. Mr. Crawford also represented the City in a variety of retail electric restructuring proceedings before the New Hampshire Public Utilities Commission.

Mr. Crawford served on the negotiating team for the University of Maryland, College Park Energy and Utility Infrastructure Program, which created a public/private partnership with a leading district energy company that resulted in privatization of the operation of the University's energy systems. He advised the University in the Program's implementation phase, investigating and evaluating construction claims, negotiating the interconnection agreement with the local electric utility, and supporting settlement discussions. He represented the University in a proceeding before the Maryland Public Service Commission that successfully challenged the local electric utility's interpretation of its tariff for standby service and thereby saved the University over \$200,000 annually.

Mr. Crawford is a graduate of the National Law Center at The George Washington University and holds a Master of Arts degree from G.W.U. in International Affairs. He received a Bachelor of Arts degree from Oklahoma State University in 1977 (with a concentration in International Affairs) and was recognized as one of the University's Top Ten Graduates for that year. Mr. Crawford is admitted to practice in the District of Columbia and Oklahoma and is a member of the American Bar Association.

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**RESOLUTION NO. 2016-02**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, A RESOLUTION IN OPPOSITION TO OFFSHORE SEISMIC TESTING FOR AN OIL AND GAS**

WHEREAS, The U.S. Bureau of Ocean Energy Management (BOEM) is currently in the process of trying to open the Atlantic Coast to exploration and development of offshore oil and gas which will include the utilization of methods such as seismic blasting and,

WHEREAS, the full impact of seismic blasting in the Atlantic Ocean and its effect on marine mammals, highly migratory fish and other marine life is not yet fully understood by scientists, the oil and gas industry, BOEM, or the Federal Government, and lower impact technologies may be available and,

WHEREAS, the Town of Berlin, Maryland was designated the first Sustainable Maryland Community in 2012 and,

WHEREAS, the Mayor and Town Council of Berlin Maryland acknowledge the importance of their role as environmental stewards.

NOW, THEREFORE, BE IT RESOLVED Town of Berlin is opposed to the current BOEM Proposal for seismic testing off the coast of Maryland for the purpose of oil and gas exploration and development.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to our Congressional Representatives.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Elroy Brittingham, Sr. Vice President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Mayor and Town of

ATTEST:

\_\_\_\_\_  
Wm. Gee Williams, III, Mayor

\_\_\_\_\_  
Laura Allen, Town Administrator



**MOTION OF THE MAYOR AND COUNCIL No. 2016-07**

A motion of the Mayor and Council of the Town of Berlin approving the Technical and Cost Proposal-Environmental Support from EA Engineering in the amount of \$63,896.55.

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



EA Engineering, Science,  
and Technology, Inc. PBC

225 Schilling Circle  
Hunt Valley, MD 21031

January 20, 2106

Ms. Laura Allen  
Town Administrator  
Town of Berlin  
10 Williams Street  
Berlin, MD 21811

RE: Technical and Cost Proposal – Environmental Support  
Maryland Department of the Environment (MDE)/Voluntary Clean-up Program (VCP)  
Former Tyson Chicken Facility  
Old Ocean City Boulevard  
Berlin, Maryland  
EA Proposal: 0751099A

Dear Ms. Allen:

The purpose of this letter is to forward EA Engineering, Science, and Technology, Inc. PCB's (EA's) proposal for support to enter the Former Tyson Chicken Facility into the MDE/VCP for the purpose of changing the site use from Industrial/Commercial to Recreational.

EA's proposal response consists of three elements: Scope of Work, Price Schedule, and EA's Standard Consulting Services Contract. **In summary, EA proposes to perform the requested services as outlined in the attached documents on a Time and Materials Basis for \$63,896.55**

The following Exhibits are provided as part of the contract, *Exhibit A: Scope of Work*, *Exhibit B: Pricing Schedule*, and *Exhibit C: Consulting Services Contract*. Please review the attached exhibits to ensure that they meet your approval. To confirm your acceptance of EA's technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of proposal in the "client" space provided in EA's Consulting Services Contract, and return this entire document to my attention. I will have the contract countersigned by the appropriate EA personnel and a copy returned for your records. EA will begin work shortly after receiving the documents.

EA greatly appreciates the opportunity to serve you on this project. If I can be of any further assistance, please do not hesitate to contact me at 410-329-5125.

Sincerely,

A handwritten signature in black ink that reads "James M. Hulbert". The signature is written in a cursive style with a large, prominent 'J' and 'H'.

James Hulbert  
Project Manager



## **EXHIBIT A: SCOPE OF WORK**

### **Introduction**

EA completed a Phase I Environmental Site Assessment (ESA) and Phase II ESA at the former Tyson Chicken facility located on Old Ocean City Boulevard in Berlin, Maryland (the "subject site") in June and July 2015. Subsequent discussions with MDE determined that the most efficient method to revise the site use designation from Industrial/Commercial to Recreational was through the Maryland Department of the Environment-Voluntary Cleanup Program (MDE-VCP) process.

EA has developed the following Scope of Work elements to address efforts necessary to: 1) Guide the project through the MDE-VCP Process; 2) Provide an estimate for additional Phase II ESA characterization; 3) Provide a cost estimate for remediating the sediments in the former waste lagoons.

### **Scope of Work 1: MDE-VCP Program Related Activities**

#### **Task 1: VCP Pre-application Meeting:**

EA will prepare for and coordinate the pre-application meeting/conference call with MDE Land Restoration to discuss entering the subject site into the program. EA will prepare site plans and information for presentation during the meeting to facilitate the discussion.

#### **Task 2: VCP Application and Public Notice:**

##### **VCP Application:**

EA will assist in the preparation of the VCP application for the subject site including copies of all relevant reports, summaries and figures. EA will also respond to comments or questions from MDE pertaining to the application, prior reports or other related inquiries.

##### **Public Notice:**

In addition, as part of the application to the VCP, a notice (signage) is required to be posted at the subject site. EA will generate and post the required notice (signage) at the subject site, and will also submit documentation to MDE of said notice. Sign location will be coordinated with the client with an "EA Engineering" sign placed in a nearby location.

#### **Task 3: General Environmental Support:**

EA will provide support on an as needed basis to include responding to regulatory inquiries, attending meeting/conference calls, responding to MDE comments, preparing scopes of work and general consultation.

### **ASSUMPTIONS:**

The scope of work and costs are based upon the following assumptions:



- Site can receive NFRD for Recreational Use and a Response Action Plan (RAP) will not be necessary.
- Scope of Work does not include additional Phase I or Phase II ESA investigation or assessment services.
- The applicant will be responsible for prompt payment of all associated VCP fees (Application Fee - \$2,000; and NFRD - \$2,000).
- Town of Berlin will be responsible for recording the revised NFRD on the deed.
- Meetings are estimated to require three hours of Project Management and two hours of GIS/CADD and/or Scientist I effort.

**Scope of Work 2 – Phase I ESA Update and Supplemental Phase II Investigation (Note: This Scope of Work may vary based on input from MDE-VCP):**

The following scope of work provides an estimated level of effort that may be required by MDE to complement the existing environmental data set. The exact scope and nature of MDE requirements will not be known until the subject site is formally entered into the MDE-VCP. The work proposed will be performed in accordance with the MDE-VCP Guidance Document dated 2006. The assumptions used in preparation of this scope of work are provided below.

**Task 1 –Phase I ESA Update:**

The purpose of the Phase I ESA Update is to provide a current Phase I ESA Report prepared within 6 months of entry into the MDE/VCP. EA will update the Phase I ESA by performing a site inspection, review updated regulatory databases and document findings in formal report.

**Task 2 Supplemental Phase II ESA:**

**Utility Mark-Out:**

Prior to initiation of the soil and groundwater sampling effort, EA will contact Miss Utility to perform municipal utility mark out.

**Soil Sampling:**

A track mounted direct push technology (DPT) vehicle will be used to advance 10 soil borings throughout the subject site to a maximum depth of 10-15 feet (ft) below ground surface (bgs). A total of 10 soil borings are proposed throughout the subject site.

Each boring will be advanced by a hydraulically driven 4-ft-long, stainless-steel barrel sampler (2-inch [in.] interior diameter) lined with a new, dedicated clean plastic liner for each 4-ft interval. Borings will be extended to the soil/groundwater interface (assumed to be 15 feet bgs). Soil cores will be collected continuously from grade to provide site lithology and characterization information. Soil cores will also be screened visually as well by photoionization detector (PID) to detect volatile organic compounds (VOCs). The results of the field screening will be recorded on the boring logs.

One shallow soil sample (from 0-1 ft bgs) will be collected from each boring. In addition, one subsurface soil sample will be collected from each of the borings. The subsurface samples will



be collected from either the bottom of boring, at the soil groundwater interface, or at location depths that exhibit noticeable impacts (odor, visible impacts or PID readings).

Soil samples for VOC analysis will be collected via United States Environmental Protection Agency (US EPA) SW 846 Method 5035A for volatile organic compounds which is a closed system purge and trap collection method. Sample collection will be in accordance with the US EPA Region III guidance document "Field Samplers' Guide to the Collection and Handling of Soil Samples for Volatile Organic Analysis Using SW-846 Method 5035A".

#### Soil Analysis:

The soil samples will be submitted for laboratory analysis for one or more of the following suite of analyses: priority pollutant list (PPL) metals via US EPA Method 6010, semi-volatile organic compounds (SVOCs) via US EPA Method 8270, and VOCs via US EPA Method 8260.

For Quality Assurance/Quality Control, the following samples will be collected and submitted for laboratory analysis:

- Blind Duplicate: One blind duplicate sample from each sample matrix at a ratio of one per every 10 discrete samples. Duplicate samples will be analyzed for the same analytes as the parent samples. A total of 2 blind duplicate soil samples will be collected.
- Matrix Spike/Matrix Spike Duplicate (MS/MSD): One soil MS/MSD will be collected at a ratio of one per every 20 discrete samples.
- Trip Blank: One trip blank will be collected per sample shipment which will be analyzed for VOCs.

This would yield 24 soil samples (20 discrete samples, 2 blind duplicates, 1 MS, and 1 MSD) and up to 1 trip blank water sample.

All laboratory analysis will be performed with low detection limits so that comparison with MDE Residential Cleanup Standards and the State/Federal Maximum Contaminant Levels (MCLs) can be performed. Sampling procedures will conform to MDE-VCP guidelines. Data validation will not be performed.

Unused portions of the soil cores will be returned to the boreholes. Boreholes will be topped off with bentonite to grade. No other site restoration activities will be performed.

Laboratory turn-around for all media is assumed to be 10 business days.

#### Soil Vapor Sampling:

Sub-slab soil vapor sampling points (SVPs) will be installed at 10 pre-selected interior locations for the purpose of collecting sub-slab soil gas samples.

Each SVP will consist of a 1-in. diameter or less boring advanced with an electric impact drill through the concrete and into the sub-base gravel. The resultant hole will be cleared of concrete



dust prior to introducing vapor pin and dedicated laboratory-grade certified clean one-quarter inch diameter Teflon-lined tubing into the hole. The annular space around the tubing will be sealed with non-toxic duct putty. The tubing of each SVP will be purged prior to attaching to the laboratory-provided summa canister.

The soil vapor samplers will remain in place for a 24-hour period, upon which an EA representative will return to the site to collect the samplers. EA will coordinate access and sampling protocol with subject site representatives prior to sampling. A sketch (or sketches) of the sample locations will be completed in the field log book, indicating the relative position of locations to permanent structures/features. Field personnel will collect photographs at each location to document the observations and field activities. Boreholes will be repaired with concrete/cement material flush with existing floor level.

Based on the size of the building, a total of 10 discrete samples will be collected. Soil vapor samples collected from each SVP will be submitted for fixed laboratory analysis of VOCs. Fixed laboratory analysis will be performed by USEPA TO-15 methodologies.

#### Investigatory Derived Waste:

Investigatory Derived Waste (IDW) is anticipated to include used personal protective equipment (PPE), acetate lines from soil borings, and soil cores. PPE and soil boring acetate lines will be disposed of as municipal trash, soil cores will be returned to the borehole and capped with bentonite

#### Data Analysis and Reporting:

Following receipt of all laboratory analytical data, EA will generate a Draft Phase II ESA report for submission to the Town of Berlin. This report will document field activities, laboratory procedures, and present the data in spreadsheet form.

Based on the proposed future use of the site for recreational use analytical results will be compared to the MDE Residential Cleanup Standards as included in the MDE Cleanup Standards for Soil and Groundwater.

EA will locate each boring and SVP location and determine their locations on a scale site plan via measurements from existing site features and the use of hand-held global positioning system (GPS) instrumentation. Datum will be the Maryland State Planar Coordinate System.

Photographs, soil boring logs taken during the field activities, and laboratory analytical results will be included as appendices.

One electronic copy (Adobe® Acrobat format) of the Draft report will be provided to the Town of Berlin. Following review and comment by the Town of Berlin, EA will incorporate appropriate review comments and finalize the Phase II report. Two hard copies and one electronic copy (Adobe® Acrobat format) of the Final report will be provided to the Town of Berlin.



### Assumptions:

The scope of work and costs are based upon the following assumptions:

- Level "D" personal protective equipment (i.e., nitrile gloves, hard hats, steel toed shoes, and safety glasses) will be sufficient for the sampling effort.
- Work will be performed during normal working days (Monday through Friday) and hours (7:30 am to 5:00 pm).
- EA will be provided adequate access to the property during the scheduled period of the work to be performed.
- EA assumes that no utilities will be in conflict with the proposed activities. EA will not be responsible, financially or otherwise, for the damage to any lines or utilities, public or private, that are unmarked or not identified. Data validation will not be required
- Samples submitted for laboratory analysis will not require analytical testing beyond that specified above.
- No permits are required.
- No more than one shipment of samples to the laboratory will be required

### Scope of Work 3 – Former Waste Lagoon Remedial Cost Estimate:

#### **Background:**

EA completed a Phase II ESA at the subject site in July 2015 which included sampling and preliminary evaluation of the former waste lagoons. Samples of sediments and surface water were collected during the assessment. Chemical analysis of the sediment and water samples did not reveal evidence of impact by contaminants of concern; however, detections of E. coli and enterococci were observed in two of the surface water samples. The source of the E. coli and enterococci are unknown.

The lagoon water depths and sediment conditions were evaluated during sample collection and suggest a nutrient rich sediment regime. This evaluation was performed as a preliminary measure to provide initial lagoon conditions observed at the time of evaluation. The Phase II ESA report included the following general descriptions of the observed lagoon conditions;

*The sediments in the smaller southern lagoon consisted of 6-12 inches of light grey sandy sludge-like material. The subsurface soil consisted of denser light grey clayey silt with sand. Depth of the water was approximately 2-3 ft. along the edge, with a gradual incline to approximately 8 ft. in the middle of the lagoon. The water quality in the smaller southern lagoon was clear.*

*The sediments in the middle lagoon consisted of approximately 12 inches of brown sandy sludge-like material with wood debris. The subsurface soil consisted of a brown to dark brown silty sand. The sediments in the northern lagoon consisted of approximately 30 inches of brown sandy sludge-like material, with a strong fecal odor. The subsurface soil consisted of light brown silty sand. Depth of water was approximately 1-2 ft. along the edge of the middle and southern lagoons, with a maximum depth of 4 ft. towards the middle of the lagoons. The sides of*



*the lagoons were heavily vegetated with woody vegetation. Additionally, the bottom of the lagoon towards the center appeared to be hard.*

In an effort to provide conceptual-level remedial cost estimates to address the lagoon sediments, EA presents the following options.

The information obtained from the lagoon assessment will be used as the basis for volume calculations of the sediment and overall quality. This information will also inform the technical team of potential constructability challenges associated with management of sediments that should be considered in the conceptual level remedial cost estimate. In the absence of lagoon assessment information, the limited data from the previous investigation will be used to estimate sediment depths and quality and may result in a less accurate estimate with higher contingency percentages.

### **Task 1: Lagoon Assessment (optional)**

The lagoon assessment option is provided to further assess the lagoon sediments and develop an understanding of the depth, nature and quantity of the sediments for developing the remedial options and associated costs. In addition, the fecal bacteria analysis will determine the origin of the previously identified *E. coli* and enterococci to establish the source of the bacteria. The analytical data can be used for future plans to determine if sediment removal will address the identified bacteria or if there is an alternate source which could return (i.e., geese or other wildlife).

A total of 25 representative locations throughout the lagoons will be probed using hand held soil probes. Lexan tubing (rigid, clear plastic tubing) will be used to recover soft sediments at ten of the location to physically observe and describe the sediment. Field observations will include general material grain size, presence of non-granular materials, color, and odor. Sediment collected for this activity will be returned to the pond after field observations have been recorded.

### **Fecal Bacteria Assessment**

EA proposes to conduct a fecal bacteria assessment on both surface water and sediment prior to remediation to determine if the lagoons are a likely source of pathogenic organisms arising from past disposal of poultry slaughtering by-products and wastes. EA will collect surface water and sediment samples from 3 locations, and samples will be submitted for analysis for total *Enterococcus* and fecal bacteria source tracking using qPCR analysis. *It is proposed that qPCR assays be conducted for the following five (5) genetic markers:*

- 1) *Human Bacteroides dorei*
- 2) *Human EPA-Patented Target marker*
- 3) *Goose Bacteroidetes*
- 4) *Chicken Bacteroidetes*
- 5) *Ruminant Bacteroidetes*



Samples will be collected from a jon boat. Surface water grab samples will be collected approximately 6 inches below the water surface using a sterilized sample bottle attached to a telescoping pole. Sediment samples will be collected using a sterilized stainless steel scoop attached to a telescoping pole.

The assessment is assumed to occur concurrently with an assessment of sediment depth.

### **Task 2: Remedial Cost Estimate:**

To support the assessment of alternatives related to the potential future reuse or redevelopment of ponds at the former chicken processing facility, EA proposes to develop several conceptual remediation approaches and conceptual level cost estimates to address potential environmental exposure concerns with sediments within the pond. While recent environmental assessment sampling and analysis efforts did not identify significant environmental exposure concerns associated with the sediments, EA understands the historical uses of the ponds present challenges to their potential reuse and the City of Berlin may want to address sediments within the pond before repurposing the ponds for public recreation.

Conceptual remediation approaches that will be developed as a part of this scope of work will consist of two or three alternatives for the conventional removal and disposal/reuse of sediments from the ponds. No additional sampling collection or analysis will be performed at this time as a part of conceptual remediation approach development and will be based on the limited environmental and physical information already available to the EA at this time concerning the site, the ponds, and their sediments. Limited coordination may be performed as a part of conceptual remediation approach development (such as local landfills or the City of Berlin wastewater treatment facility) for the purpose of confirming the likely feasibility of potential remediation alternatives. Accompanying conceptual level cost estimates for each conceptual remediation approach will be developed generally based on parametric and analogous cost estimate techniques using similar remediation projects. The cost estimates will include tables outlining the general description of alternative approaches as well as general cost estimate assumptions that were used accompanied by a one-page introductory memorandum.

### **Disclaimer:**

It must be clearly noted prior to signing this task order that the conclusions reached by EA following this assessment will be based on existing information and specific studies and analyses that were agreed upon to be conducted.

Based on these limitations, EA, using its professional judgment, will determine whether or not environmental conditions exist at the subject properties. No assurance will be made regarding areas of the site or buildings that were inaccessible or obscured from plain view during the field visit. EA will not warrant that there are no toxic or hazardous materials or contamination, nor does EA accept any liability if such are found at some future time or could have been found if sampling or more comprehensive studies were conducted at the subject properties.

In view of the rapidly changing status of environmental regulations and laws, EA cannot be responsible for changes in regulations or laws which occur after this study has been completed and which may affect the subject properties.



**Exhibit B: Price Schedule and Rates**

**Scope of Work 1: MDE-VCP Program Related Activities**

**Task 1 VCP Application Meeting**

Labor Category	Hourly Rate	Hours	Total
Project Manager	\$144.00	5	\$720.00
CADD / Technician	\$78.00	8	\$624.00
		Sub-Total	\$1,344.00

**Task 2 VCP Application and Public Notice**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00	1	\$200.00
Project Manager	\$144.00	8	\$1,152.00
Staff Engineer	\$81.00	2	\$162.00
Administrative	\$55.00	4	\$220.00
VCP sign	\$300.00	1	\$300.00
		Sub-Total	\$2,034.00

**Task 3 General Environmental Support**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00	1	\$200.00
Project Manager	\$144.00	40	\$5,760.00
CADD / Technician	\$78.00	8	\$624.00
		Sub-Total	\$6,584.00

**Scope of Work 1 Total :**

**\$9,962.00**



**Scope of Work 2 – Phase I ESA Update and Supplemental Phase II Investigation**

**Task 1 Phase I ESA Update**

Labor Category	Hourly Rate	Units	Total
Project Manager	\$144.00	2	\$288.00
CADD / Technician	\$78.00	32	\$2,496.00
Car	\$70.74	1	\$70.74
Mileage	\$0.34	280	\$95.20
Regulatory Database Report	LS	LS	\$300.00
<b>Total Phase I ESA Update</b>			<b>\$3,249.94</b>

**Task 2 Supplemental Phase II ESA**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00	1	\$200.00
Project Manager	\$144.00	10	\$1,440.00
Staff Engineer	\$81.00	72	\$5,832.00
CADD/Technician	\$78.00	32	\$2,496.00
Administrative	\$55.00	4	\$220.00
		Sub-Total	\$10,188.00

<i>Other Direct Costs</i>	Rate	Quantity	Units	Total
Mobilization	\$200.00		LS	\$200.00
Truck	\$70.74	3	day	\$212.22
Mileage	\$0.34	280	mile	\$95.20
GPS	\$75.00	3	day	\$225.00
PID	\$79.57	3	day	\$238.71
Per diem	\$600.00		Estimated	\$600.00
Supplies and shipping	\$350.00		Estimated	\$350.00
			Sub-Total	\$1,921.13
Subcontractors				
Direct push Sampling	\$1,450.00	1	day	\$1,450.00
Mobilization	\$300.00		LS	\$300.00
			Sub-Total	\$1,750.00
<b>Laboratory Analysis</b>				
SVOCs - 8270	\$110.00	24	soil analysis	\$2,640.00
PPL Metals - 6010	\$65.00	24	soil analysis	\$1,560.00
VOC - 8260	\$56.00	24	soil analysis	\$1,344.00
VOC - 8260	\$56.00	1	Water analysis	\$56.00



Soil Vapor Analysis				
TO-15 Analysis	\$275.00	10	Soil Vapor Analysis	\$2,750.00
			Sub-Total	\$8,350.00

**Task 2 Supplemental Phase II ESA** **\$22,209.13**

**Scope of Work 2 Total:** **\$25,459.07**



**Scope of Work 3 – Former Waste Lagoon Remedial Cost Estimate:**

**Task 1 Remedial Investigation**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00		\$0.00
Senior Engineer	\$167.00	4	\$668.00
Project Manager	\$144.00	5	\$720.00
Staff Engineer	\$81.00	36	\$2,916.00
Senior Scientist	\$140.00	4	\$560.00
CADD / Technician	\$78.00	32	\$2,496.00
		Sub-Total	\$7,360.00

Equipment and Transportation	Rate	Quantity	Total
Supplies/equipment/shipping		Estimate	\$500.00
Per diem		Estimate	\$400.00
Truck	\$70.74	2	\$141.48
Truck	\$0.34	400	\$136.00
Jon Boat per day	\$60.00	2	\$120.00
		Sub-Total	\$1,297.48

Analysis	Rate	Quantity	Total
Bacterial source tracking	\$700.00	6	\$4,200.00
E. Coli and enterococci	\$125.00	6	\$750.00
		Sub-Total	\$4,950.00

**Task 1 Remedial Investigation Total \$13,607.48**

**Task 2 Remedial Cost Estimate**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00	8	\$1,600.00
Senior Engineer	\$167.00	20	\$3,340.00
Project Manager	\$144.00	4	\$576.00
Staff Engineer	\$81.00	40	\$3,240.00
Administrative	\$55.00		\$0.00
		Sub-Total	\$8,756.00

**Report**

Labor Category	Hourly Rate	Hours	Total
Senior Technical Reviewer	\$200.00	2	\$400.00
Senior Engineer	\$167.00	8	\$1,336.00
Project Manager	\$144.00	2	\$288.00
Staff Engineer	\$81.00	32	\$2,592.00
Senior Scientist	\$140.00	4	\$560.00
CADD / Technician	\$78.00	12	\$936.00
		Sub-Total	\$6,112.00

**Task 2 Remedial Cost Estimate Total \$14,868.00**

**Scope of Work 3: Total \$28,475.48**



Former Tyson Chicken Facility  
Environmental Support  
January 20, 2016

**Exhibit C: Consulting Services Contract**



**CONSULTING SERVICES CONTRACT**

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

EA as used herein means EA Engineering, Science, and Technology, Inc., PBC

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:

- a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
- b) "Documentation" shall mean deliverable documentation as described in the SOW.
- c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
- d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.

2. **Ordering** EA services sought by the Client shall be ordered as follows:

- a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
- b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
- c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA

3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.

## CONSULTING SERVICES CONTRACT

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and

(2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and



**CONSULTING SERVICES CONTRACT**

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

- 8. **Severability** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- 9. **Third Party Rights** EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
- 10. **Entire Agreement** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
- 11. **Assignment** EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
- 12. **Governing Law** This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

**ATTACHMENTS**

- Exhibit A Statement of Work  
(May be added by reference to EA Proposal Letter(s))
- Exhibit B EA Price Schedule, and/or  
EA Labor Rates and,  
EA Equipment Cost Rate Schedule  
(May be added by reference to EA Proposal Letter(s))

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY,  
INC., PBC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Council Correspondence

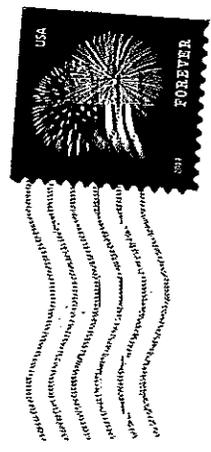
Town of Berlin,

My family and I truly appreciate your generous donation. Your kindness has touched us deeply.

Jessie Brown

Thank you for your expression of sympathy.

Brown  
27981 Nanticoke Rd  
Salisbury, MD 21801  
19 JAN 2016 PM 11



Town of Berlin  
10 William Street  
Berlin, MD 21811





**Wigglesworth, Layton, Moyers & Chance, P.C.**

**Certified Public Accountants**

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January 6, 2016

Town of Berlin  
Berlin, Maryland

JAN 11 '16 PM 12:38

Re: Request to Submit Proposal for Annual Auditing Services

Dear Town Council,

Wigglesworth, Layton, Moyers & Chance, P.C. has been serving the Delmarva Peninsula for over 60 years as a locally owned Certified Public Accounting firm. We are a full service firm providing accounting, auditing and other attestation services to Governmental, Not for Profit and other Business entities.

We are currently looking to expand and increase our client base for governmental auditing. We are requesting that the Council of the Town of Berlin afford our firm the opportunity to submit a proposal to provide the Town of Berlin with annual auditing services. If a proposal is not currently desired, we request that the Council keep this letter on file for any potential future interests.

If you have any questions, please feel free to contact our Audit Partner Matthew P. Chance, CPA by phone at 410-742-1121 or by email at [mchancecpa@wlmc-cpas.com](mailto:mchancecpa@wlmc-cpas.com). We look forward to hearing from you soon.

Sincerely,

*Wigglesworth, Layton, Moyers & Chance, P.C.*

Wigglesworth, Layton, Moyers & Chance, P.C.  
Salisbury, Maryland

# **PARKS COMMISSION AGENDA**

**January 5, 2016, 5:30 PM  
Berlin Town Hall Conference Room**

1. Approval of Minutes of November 2, 2015
2. Summer Movie Nights
3. Spring Celebration -- April 9, 2016
4. Just Walk
  - a) Follow-Up to the November 14<sup>th</sup> event
  - b) New! -- Spring Just Walk May 7, 2016
5. Berlin Youth Program Update
6. Other

MINUTES – PARKS COMMISSION  
November 2, 2015

A meeting of the Berlin Parks Commission was held on Tuesday, November 2, 2015 at 5:30 PM. Commission members Patricia Dufendach, Sarah Hooper, Bruce Hyder and Mike Wiley were present as well as Administrative Services Director Mary Bohlen and Town Administrator Laura Allen. Amanda Chaffee of Worcester Youth and Family Counseling was also present as well as Dorothy Baker and Matt Heim of Assateague Coastal Trust.

The Commission reviewed the Minutes of September 1, 2015. Ms. Dufendach moved to approve the Minutes as written and approval was unanimous.

Ms. Baker discussed the Edible Forest project. On November 12, 2015 the students and volunteers would be putting wet cardboard down over the initial area then covering with leaves and straw. This would kill the grass and decompose over time. Planting would occur in the spring. Discussion followed regarding watering; Mr. Heim indicated that it appeared that they would have access to a tank, but transportation to/from the site was an issue that still needed to be addressed. Discussion also followed regarding the location of the garden in relation to the Parks Commission's proposed wildflower buffer and the existing ditch line. The students would be working on a survey; the Town would provide assistance in publicizing the survey when ready. Further discussion followed regarding long-term solutions to the issue of water. Ms. Allen addressed the need for a budget to be presented to the Parks Commission and possibly Mayor and Council if monetary assistance was being requested from the Town. Mr. Heim indicated that they would work on a budget for presentation around the first of the year. The Parks Commission encouraged the committee to seek donations of funds and plants.

Ms. Bohlen reminded the Commission that the Just Walk, Berlin event was scheduled for Saturday, November 14, 2015. She noted that as of that morning, 66 people had indicated on Facebook that they would be attending; if so, that would be a record turn-out. As in previous years, the Parks Commission would plan to be present at 8:30 AM to clean up the paths, registration would start at 9:00 and the additional activities would start when the walkers returned, probably shortly after 10:00. Ms. Bohlen provided copies of the route map and of a flyer introducing the Town's new walking initiatives. Brief discussion followed. Ms. Bohlen indicated that she would be sending a reminder email out at the beginning of the following week to all participants.

Ms. Chaffee provided an update on the events that the Berlin Youth Program had participated in, including Fiddler's and Oktoberfest and show changes to how the activities might be handled in the future. She indicated that the boys had been working with Salisbury University football players and would be attending a game later in the month. The group was working on their float for the Christmas Parade and planning for an upcoming trip to Planet Maze. Brief discussion followed regarding the lack of organized activities for teenagers in the area.

Ms. Dufendach moved to adjourn the meeting and approval was unanimous. The meeting adjourned at approximately 6:45 PM.

Respectfully Submitted,



Mary T. Bohlen  
Administrative Services Director  
Liaison to the Parks Commission



# **Just Walk Berlin**

## **November 14, 2015**

Thank you for participating in the 4<sup>th</sup> Annual Just Walk Berlin Mile Fun Walk sponsored by the Town of Berlin Parks Commission and the Worcester County Health Department. We value your thoughts, suggestions, and ideas. In order to help us evaluate the walk, we would like for you to answer the following questions.

**1. How did you hear about the event?**

- |                              |                             |
|------------------------------|-----------------------------|
| a. News release- 24%         | e. Friend/family member-31% |
| b. Advertisement, flyer -10% | f. Email-7%                 |
| c. Website-7%                | g. Other-4%- LB , work      |
| d. Social Media/Facebook-17% |                             |

**2. Please rate the following:**

Item	Above Satisfactory	Satisfactory	Unsatisfactory
Location	86%	14%	
Course Length	76%	24%	
Demonstrations and Youth Activities	73%	27%	
Health screenings and exhibits	73%	27%	

**3. Please feel free to make comments as to how we can improve this event.**

- Nice walk, staff very friendly.
- Maybe more exhibits?
- Need arrows to where you need to go.

- Longer, 3-5 mile track
- Very Well Done
- Pond is so cute!
- Super fun!
- Street signs could be clearer- no sign for Tripoli street off Main.
- Thank you for the heart healthy encouragement!
- Could have been mapped out and longer for those who like longer walks.
- Awesome!
- Better marked.
- It was fun!
- Great!
- Assure start time is advertised correctly. Great event! Great course!

*Thank you for taking the time to complete this survey!*