



# 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, MARCH 14, 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.....6:00 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.*

TTY users dial 7-1-1 in the State of Maryland.  
TTY users outside Maryland dial 1-800-735-2258



**BERLIN MAYOR AND COUNCIL  
MEETING AGENDA  
Monday, March 14, 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, or officials over whom this public body has jurisdiction or any other personnel matter that affects one or more specific individuals.
- b. Pursuant to Section §3-305(b)(8) To consult with staff, consultants or other individuals about pending or potential litigation
- c. 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 proposal process.

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

1. Certificate of Excellence in Reliability – Berlin Electric
2. Approval of the Minutes for:
  - a. Executive Session of 2/22/16
  - b. Statement of Closure 2/22/16
  - c. Regular Session of 2/22/16
3. Approval of Special Events:
  - a. May 28, 2016 5K Race with Beach Lacrosse –Brigit Taylor
  - b. May 29, 2016 Boggs-Disharoon Memorial Day Service - Vince Holloway
  - c. December 3, 2016 Reindeer Run – Lisa Long
4. Public Hearings:
  - a. Resolution 2016-03:  
Rezoning parcel at 109 Decatur Street for Berlin Police Dept. - Planning Director, Dave Engelhart
  - b. Resolution 2016-04:  
Rezoning parcels at 13, 15, 19 and 21 Gay Street - Planning Director, Dave Engelhart
5. Motion of the Mayor and Council - 2016-13:  
Authorizing the installation of a private septic and well system on property located at 9930 Deer Park Drive – Town Administrator, Laura Allen

6. Motion of the Mayor and Council 2016-14:  
Approving the FY17 Program Open Space Annual Program – Administrative Services  
Director, Mary Bohlen
7. Resolution 2016-06:  
Authorizing the execution of Berlin 2016 Power Supply schedule with American Municipal  
Power, Inc. - Town Administrator, Laura Allen
8. Motion of the Mayor and Council 2016-15:  
FY16 Budget Amendments – Finance Director, Natalie Saleh
9. Board and Commissions Appointments:
  - a. Historic District Commission
  - b. Planning and Zoning Commission
  - c. Board of Elections
10. 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
11. Town Administrator’s Report
12. Comments from the Mayor
13. Comments from the Council
14. Comments from the Public
15. Comments from the Press
16. Adjournment

# **Certificate of Excellence in Reliability**

**Berlin Electric**



**MINUTES  
BERLIN MAYOR AND COUNCIL  
MEETING AGENDA  
Monday, February 22, 2016**

**6:00 PM EXECUTIVE SESSION – BERLIN TOWN HALL**

- a. Pursuant to Section §3-305(b)(8) to consult with staff, consultants, or other individuals about pending or potential litigation.
- b. Pursuant to Section §3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, or officials over whom this public body has jurisdiction or any other personnel matter that affects one or more specific individuals.

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

**Present:** Mayor Gee Williams, Councilmembers Thom Gulyas, Dean Burrell, Troy Purnell and Lisa Hall, Town Attorney Dave Gaskill

**Council Absent:** Council Vice President, Elroy Brittingham

**Staff Present:** Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Planning Director Dave Engelhart, , Electric Utility Director Tim Lawrence, Public Works and Water Resources Director Jane Kreiter, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Economic and Community Development Director Ivy Wells

**Staff Absent:** Chief of Police Arnold Downing

- 1. Approval of the Minutes for:
  - a. Executive Session of 2/8/16

On the motion of Councilmember Gulyas, the Executive Session minutes of February 8, 2016 were approved by the following vote:

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

b. The Mayor read the Statement of Closure for 2/8/16

c. Regular Session of 2/8/16

On the motion of Councilmember Gulyas, the Regular Session minutes of February 8, 2016, 2016 were approved by the following vote:

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

2. Worcester County Youth and Family Presentation – Executive Director, Steven Taylor and Amanda Chafee, Youth Programs Coordinator.

Mr. Taylor and Ms. Chafee presented the successes and activities of Worcester Youth and Family. Groups represented in the report were the SAGES for young girls, the SABERS for young boys and the Berlin Youth Club. Mr. Taylor expressed that the groups are being taught to give back to their community. Various activities have been successful over the summer. The next event is Saturday, February 27, 2017, a trip to Wallops Island.

3. Motion of Mayor and Council 2016-10: Time of Peach Pageant – Economic and Community Development Director, Ivy Wells – 5:00 P.M.

Economic and Community Development Director, Ivy Wells presented revised Motion of the Mayor and Council 2016-10 specifically outlining the Mr. and Miss Peach Pageant. The new date and time for the pageant is June 18, 2016 at 5:00 P.M. This will act as a 'kick-off' to the Summer Movie series. The opening night movie will be Tuck Everlasting or Runaway Bride.

On the motion of Councilmember Burrell, Motion of the Mayor and Council 2016-10 was approved by the following vote:

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

4. Rezoning Resolutions - Planning Director, Dave Engelhart
  - a. Resolution 2016-03 Rezoning for Berlin Police Department

Planning Director, Dave Engelhart –read and introduced Resolution 2016-03. This Resolution is to change the zoning classification of the property known as Worcester County Tax Map 301, Parcel 1720 from B-2 shopping district to R-1 Residential District. The public hearing and Council vote on this Resolution will be March 14, 2016.

- b. Resolution 2016-04 Four parcels on Gay Street

Planning Director, Dave Engelhart –read and introduced Resolution 2016-04. The Resolution is to change the zoning classification of the property known as Worcester County Tax Map 303, Parcels 1124, 1123, 1122, 1121 also known as 13, 15, 19, 21 Gay Street, Berlin Maryland. This Resolution recognizes rezoning these from B2 Residential District to B-1 Town Center District. The public hearing and Council vote on this Resolution will be March 14, 2016. Councilmember Gulyas asked Economic and Community Development Director Ivy Wells if these properties were in the Arts and Entertainment District and she answered that yes they were. Mr. Gulyas also asked a resident of Gay Street if he had any comments, none were given.

5. Resolution – HURs (Highway User Revenue) – Town Administrator, Laura Allen
  - a. Resolution 2016-05 supporting the efforts of Maryland Municipal League to reinstate lost state funding for Highway Use Revenue.

Town Administrator Laura Allen read Resolution 2016-05 supporting the efforts of the Maryland Municipal League to reinstate lost state funding for municipal government and supports HB 723 and SB 585

On the motion of Councilmember Hall, Resolution 2016-05 was approved by the following vote:

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

6. Departmental Reports

a. Finance Director – Natalie Saleh

Ms. Saleh reported that the Town has received a revised 'go live' date of 7/22/16. At that point, we will have a different team working with us, the transitional team with Tyler Technologies. The FY2017 budget schedule was prepared and passed out by Ms. Saleh. The Mayor took this opportunity to thank Ms. Saleh for her selection in new tables for the Council Chambers. Ms. Saleh noted that it was a collaborative effort between departments to get them put together and in place.

b. Water Resources/Public Works – Jane Kreiter

Water Resources has received several calls in regards to the Flint, Michigan water crisis. Specifically they are interested to find out if the water in Berlin is safe. Berlin's water is tested by Maryland Department of the Environment, an independent lab and our in house lab. The water is tested for hundreds of possible contaminants and a yearly Annual Drinking Water Quality Report also called a Consumer Confidence Report, is generated with our findings. A copy can be obtained at Town Hall or on the Town's website. The report is required by EPA through the Maryland Department of Environment. It has been generated for about thirteen years. Any contaminants that are detected in our water must be listed even if the levels are not considered a health concern. Councilmember Hall asked if there was an update on Cannery Village occupancy. Ms. Kreiter stated that it was up to the Contractor at this point, they were still working on sewer lines and they needed to be videoed again.

c. Administrative Services Director – Mary Bohlen

The Parks Commission will meet March 1, 2016. They are gearing up for the Summer movie events. With the help of the Economic and Community Development Department, a survey of most popular movies went on Facebook. The top four will be selected for viewing. Kick off will be June 18, 2016 beginning with the Mr. and Miss Peach Pageant at 5:00 P.M. prior to showing the movie at sundown.

d. Electric – Tim Lawrence

The Department is doing primary and secondary installs at Cannery Village; however, it gets very muddy there during the rainy periods. Along with other departments, the Electric Department has been removing damaged trees at the Spray sites. Thursday, February 25<sup>th</sup> there is a scheduled eight-hour power outage at Gull Creek. This will allow for the business to install an emergency backup generator. On Thursday, Mr. Lawrence will be offering a flagger class for eleven Town employees.

e. Planning – Dave Engelhart

No other updates than previously given.

f. Managing Director – Jeff Fleetwood

Mr. Fleetwood is working on the FY17 budget for Healthcare numbers, none are available yet. Meeting with brokers are upcoming to discuss health insurance rates, More

information should be available by the end of March 2016. The yearly total compensation statement is in the works. The plan is working towards a goal to secure those numbers.

g. Economic and Community Development– Ivy Wells

Ms. Wells extended a “Thank you” to Mayor Williams and Town Administrator Ms. Allen for attending to chalkboard ribbon cutting. The floor at the Visitors Center is scheduled to be replaced this weekend or next weekend. The Economic and Community Development Department is in the process of coming up fundraising ideas for Fourth of July and the Christmas Parade.

7. Town Administrator’s Report – No purchase orders to report

Zika Virus inquiries have been coming into Town Hall. Information available from the CDC has been posted to the Town Website. [www.berlinmd.gov](http://www.berlinmd.gov).

8. Comments from the Mayor

No comments from the Mayor

9. Comments from the Council

GULYAS – No comment  
 HALL- No comment  
 BRITTINGHAM-No comment  
 BURRELL- No comment  
 PURNELL – No comment

10. Comments from the Public – No comment

11. Comments from the Press – No comment

12. Adjournment

On the motion of Councilmember Burrell, the meeting was adjourned at 7:50 P.M.

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

Minutes Respectfully Submitted,

*V. Magin*  
 Vicki Magin



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.

FEB 22 '16 PM 12:43

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: February 9, 2016

Event Start time: 9:00 am

Road Closure Start: \_\_\_\_\_

Requested Date(s) of the event: May 28, 2016

End time: 10:00 am End: \_\_\_\_\_

Name of Event: Beach Lacrosse Club 5K

Location of Event: Worcester County Athletic Complex

Estimated number of attendees: 300-500

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

Applicant Name: Brigit Taylor

Applicant Cell Phone: 410-251-0841 or 302-604-8410

Sponsoring Organization or Business Name: Beach Lacrosse Club Ltd.

Email: brigit@brigitaylor.com

Person(s) to Contact Day of Event: Name: Gary Dutton Cell # 410-251-7494  
Name: Brigit Taylor Cell # 410-251-0841

Description of event: 5K Run/Walk for members, family and friends. Fundraiser for Beach Lacrosse Club, 501c3 organization. EIN # 35-2435139

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: [Handwritten Signature]

Date: 2-9-16

Printed Name: Brigit Taylor

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

emailed to Dept. Dir 3/10/16

**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 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.	
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.	
Will there be banners to be hung?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Request for Electric Form submitted? <input type="checkbox"/>	
		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 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
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		✓		ST
Park Reservation Application and Permit		✓		ST
Request for Electric Service		✓		ST
Request for Banner Placement		✓		ST
Sign Permit		✓		ST
Vendor's Application and Certification for Peddling and Soliciting		✓		ST
Business Use of Park Application		✓		ST
Proof of Insurance		✓		ST
Other:		✓		ST

## Beach Lacrosse 5k

Start at County Fields by Beach Lacrosse shed

Head northwest to Buckingham Lane

Right at Buckingham Lane

Left at Main Street and continue north on Main Street

Left at Broad Street

Left at Washington Street (water stop will be on Washington Street)

Right on Main Street (Heading South on Main Street)

Right on Buckingham Road

Slight Left and then Right to continue on West Buckingham Road

Left on West Street

Left on Buckingham Lane

Right into Entrance of Northern Worcester County Athletic Complex

Continue to Finish line



**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: 3/9/16 Event: Road Closure FEB 18 '16 PM 1:48  
 Start time: 8:30 Start: 7:00  
 Requested Date(s) of the event: 5/29/16 End time: 9:30 End: 10:00  
 Name of Event: Memorial Day Service Location of Event: Main St. Veterans Memorial  
 Estimated number of attendees: 50 \*If activity is in either Stephen Decatur or Henry Park, Parks Reservation form must be complete.  
 Applicant Name: Vince Holloway / Nicole House Blanc Applicant Cell Phone: 443 880-5700  
 Sponsoring Organization or Business Name: Boggs Disharoon American Legion Email: nhouseblanc@atlanticgeneral.org  
 Person(s) to Contact Day of Event: Name: Vince Holloway Cell # 443-880-5700  
 Name: \_\_\_\_\_ Cell # \_\_\_\_\_  
 Description of event: Memorial Day Service

- 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: Nicole House Blanc Date: 2/10/16  
 Printed Name: Nicole House Blanc

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. <i>Main Street Stevenson Church → Leaky</i>	
Blockage/Closure Time:	Start: <i>0700</i>	End: <i>1000</i>	If streets to be closed are Main Street, Bay Street, Broad Street, Old Ocean City Blvd., or William Street, for more than one hour, State Highway Administration Road Closure Form must be completed.
		State Highway Form submitted if applicable? <input checked="" type="checkbox"/>	
Will on-street parking need to be cleared?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Notes: # of barricades <i>4</i>	No-Parking signs to be placed:
Will parking areas need to be cleared/closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Barricades to be dropped off: <i>5-27 2pm</i> Time/Date	<i>N/A</i> Time/date 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Request for Electric Service form required including information from each vendor/activity requiring electric.	
		Request for Electric Form submitted? <i>PA System only</i> <input checked="" type="checkbox"/>	
Will there be banners to be hung?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Request to Hang Banner form needed. Banner Form submitted? <input type="checkbox"/>	

<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Location to be placed must be marked on map.	Stage to be placed: <i>5/29/16 0700</i> Time/date <i>in Parking lot behind monument</i>
Porta-potties	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Standard <i>2</i> # Accessible <i>1</i>	Porta-potties will be placed in the alley on Pitts Street: _____ Time/date
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 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>27</i>	<i>ST</i>
Park Reservation Application and Permit	<input type="checkbox"/>	<input type="checkbox"/>		
Request for Electric Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>2-9</i>	<i>ST</i>
Request for Banner Placement	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Sign Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Vendor's Application and Certification for Peddling and Soliciting	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Business Use of Park Application	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Proof of Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Other:				



Electric Locations:

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

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

Office Use only:

Comments: \_\_\_\_\_

*Electric to come from pole in middle of parking lot by*  
*Voices for Youth*

MAP FOR STREET CLOSURE AND SERVICES

Location of all services dependent on review with appropriate department.

Event:

*Memorial Day Service*

Event Date:

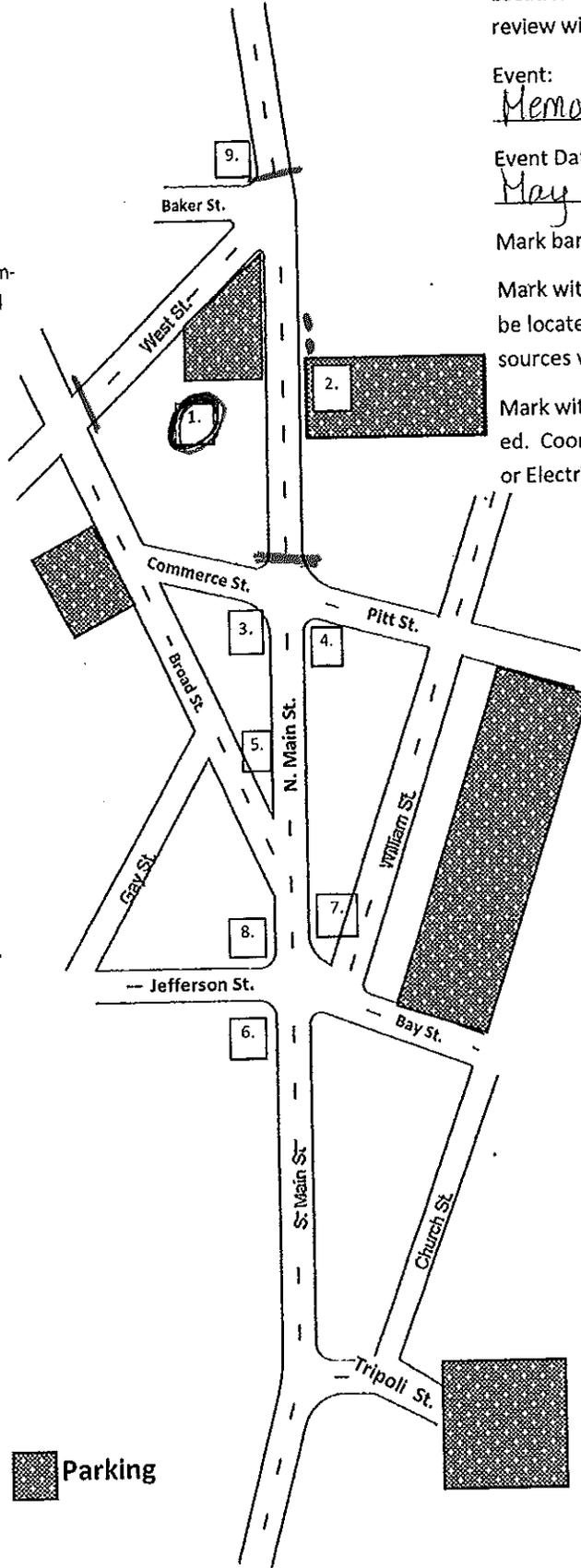
*May 29, 2016*

Mark barricade locations with red line.

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

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

-  Barricades
-  Barrels
-  Electric



 Parking



SPECIAL EVENT  
REQUEST FOR ELECTRIC



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

Today's Date: 2-9-16 Event start time: 830

Date(s) of the event: 5-29-16 Event end time: 930

Name of Event: Memorial Day Services

Number of vendors/activities needing electric service: 1

Contact Name: Vince Holloway

Contact Phone (Day): 443-880-5770

Sponsoring Organization: Nicole House Blanc  
Bongas Dishardon  
American Legion

Email: nhouseblanc@atlanticgeneral.org

Signature: Nicole House Blanc

Date: 2/11/16

Printed Name: Nicole House Blanc

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: Boggs Disharoun A.L. Phone: 410-726-9366

Primary Contact: Nicole House Blanc

Vendor Type: PA System/microphone

**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: Stage at Church  
 (determined w/Electric Department)

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

**Load Information**

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

Location of Service: \_\_\_\_\_  
 (determined w/Electric Department)

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

**Load Information**

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

Location of Service: \_\_\_\_\_  
 (determined w/Electric Department)

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

**Load Information**

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

Location of Service: \_\_\_\_\_  
 (determined w/Electric Department)

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

**Load Information**

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

Location of Service: \_\_\_\_\_  
 (determined w/Electric Department)

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

**Load Information**

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

Location of Service: \_\_\_\_\_  
 (determined w/Electric Department)



# Maryland State Highway Administration Special Event Permit - Data Sheet

Event: Memorial Day Service  
 Start Date: 5/29/16 End Date: 5/29/16  
 Start Time: 0700 End Time: 1000  
 Purpose/Type: Memorial Day Service  
 Organizer: Boeggs Disharoon American Legion  
 Contact Person: Nicole House Blanc Daytime Phone: 410 726 9346  
 and Address: 1011 Old Ocean City Blvd Evening Phone: Same  
Berlin MD 21811 Email Address: nhouseblanca@atlanticgen<sup>01</sup>erators.com  
 No. of Participants: 50 No. of Vehicles/Units: 0 Rain/Snow Date: N/A  
 Proposed Route: close main St from Stevenson UIC to Leaky Pits Rest.  
 (Written Description)

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

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

If Yes to either of the above, where?

Stevenson UIC to Leaky Pits Rest.

Have you requested Local Police assistance?\* No  Yes  Number \_\_\_\_\_

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

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

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

DISTRICT 1 Dorchester / Somerset / Wicomico Worcester

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

DISTRICT 3 Montgomery / Prince George's

DISTRICT 4 Baltimore / Harford

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

DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

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

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

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

*Maryland State Highway Administration - 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>2-9-16</u>	District: <u>1</u>	County: <u>Worcester</u>
Contract No.: _____	Utility Permit No.: _____	Bridge No.: _____
Route Number (and Name) and Exit Number: <u>Rt 818</u>		
Project/Work Zone Limits: from <u>Main &amp; West Street</u>		
(Not by Stations) to <u>Main &amp; Leaky Pete's Restaurant</u>		
Type of Work: <u>Special Event - Memorial Day Service</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	E-Mail Fax #
Permittee Contact Person: _____			
Contact Numbers: _____			
	Work	Car/Beeper	E-Mail Fax #

**LANE CLOSURE DESCRIPTION**

Requested Date(s): <u>5-29-16</u>	Days of Week: <u>Sunday</u>
Requested Time Period (s): <u>7am to 10am</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.



# Maryland State Highway Administration Special Event Permit - Signature Sheet

EVENT: Memorial Day Service

### 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: Boops Disharoon American Legion  
PLEASE PRINT NAME

REPRESENTATIVE: Nicole House Beane  
PLEASE PRINT NAME

SIGNATURE: Nicole House Beane  
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



## Sharon Timmons

---

**From:** Nicole House-Blanc <nhouseblanc@atlanticgeneral.org>  
**Sent:** Monday, February 15, 2016 10:40 AM  
**To:** Sharon Timmons  
**Subject:** RE: Memorial Day Service Event

There will three of us present for the Town Council meeting on the 14<sup>th</sup>. Vince Holloway, Commander of the American Legion, Don Price, Commander of the Sons of the American Legion, and myself, President of the Ladies Auxiliary.

Thank you,

*Nicole House-Blanc, MSN, BSN, RN*

**Clinical Nurse Manager**  
**Atlantic General Hospital MD100**  
**Inpatient/Outpatient Wound Care**  
10231 Old Ocean City Blvd., Ste. 104  
Berlin, MD 21811  
410-629-6813  
410-629-6869 (fax)  
[nhouseblanc@atlanticgeneral.org](mailto:nhouseblanc@atlanticgeneral.org)

Visit us on web: [www.atlanticgeneral.org](http://www.atlanticgeneral.org)

*Find Us on:*



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Recycle. Please don't print this e-mail unless you really need to.

**From:** Sharon Timmons [mailto:stimmons@berlinmd.gov]  
**Sent:** Thursday, February 11, 2016 1:40 PM  
**To:** Nicole House-Blanc  
**Subject:** Memorial Day Service Event

Hi Nicole

I have received your paperwork for the Memorial Day Service event at the Veteran's monument on May 29<sup>th</sup>. We will need someone to go before the Mayor and Council to request approval either on Monday, March 14<sup>th</sup> or the 28<sup>th</sup> at the Berlin Town Hall at 7:00 p.m. Will you or Mr. Holloway be available for this meeting? Please confirm which meeting is best for you and who will be attending to represent your organization.

I have attached the Request for Electric form for your signature. If you could sign, scan and email back to me, I can include in the packet. Please feel free to contact me if you have any questions.

Sharon Timmons  
Admin. Asst. – Economic Development  
Town of Berlin  
410-629-1716



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.

FEB 12 '16 AM 8:39

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: Feb. 11, 2016

Event 9:00 AM Road Closure   
Start time: \_\_\_\_\_ Start: \_\_\_\_\_

Requested Date(s) of the event: 12/3/16

End time: 11:00 AM End:

Name of Event: Reindeer Run

Location of Event: Atlantic Hotel \*

Estimated number of attendees: 375

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

Applicant Name: Lisa Rodriguez Long

Applicant Cell Phone: 443-614-4319

Sponsoring Organization or Business Name: Lisa R. Long Training

Email: livelongfitness@live.com

Person(s) to Contact Day of Event: Name: Lisa R Long, Cell # 443-614-4319  
Name: \_\_\_\_\_, Cell # \_\_\_\_\_

Description of event: 5k/1 mile Fun Run

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: Lisa R Long Date: 2/11/16

Printed Name: Lisa R. Long

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

Emailed to Dept Dir. 3/10/16

**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 _____	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	Barricades to be dropped off: _____ Time/Date	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 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 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		✓		ST
Park Reservation Application and Permit		✓		ST
Request for Electric Service		✓		ST
Request for Banner Placement		✓		ST
Sign Permit		✓		ST
Vendor's Application and Certification for Peddling and Soliciting		✓		ST
Business Use of Park Application		✓		ST
Proof of Insurance		—		ST
Other:				

**Sharon Timmons**

---

**From:** Lisa Rodriguez-Long <livelongfitness@live.com>  
**Sent:** Monday, March 24, 2014 8:31 PM  
**To:** Sharon Timmons  
**Subject:** reindeer run course

Hope all is well!  
Here's the course.  
Thanks Sharon

Reindeer Run Course December 2014

Start on Crosswalk between Atlantic Hotel and Rayne's Reef heading down Broad Street  
Right at Southern States (no street sign) and head to Main Street  
Right on Main Street and Continue south on Main Street  
Right on Buckingham Lane ~ *Water Station will be located here*  
Right on West Street  
Right on Washington Street  
Left on Main Street and head for the Finish Line in front of Atlantic Hotel

— Lisa Rodriguez-Long

Staff Report to the Mayor and Council  
Public Hearings on Rezoning requests  
Mayor and Council meeting of 3/14/2016

Mayor and Council:

Tonight's Public Hearings for the rezoning of the Police Department parcel and for the rezoning of four parcels on Gay Street will require findings of fact by the legislative body to comply with the Land Use Article, Section 4-204. Zoning Regulations—Amendment, repeal, and reclassification. I have enclosed a copy of this section of the Annotated Code of Maryland.

Both of the proposed rezonings satisfy the requirements for findings of fact that address:

1. Population Change: The Town has steadily increased population over the last two Census cycles, and new proposed development will continue this trend.
2. The availability of public facilities: Both areas are served by Town water, sewer, and electric utilities.
3. The present and future transportation patterns: Both areas are compatible with traffic patterns and anticipated future traffic volume.
4. Compatibility with existing and proposed development for the area: The Police Department parcel was purchased with this use in mind and the proposed construction of the Dollar General store adjacent, and the future realignment of Decatur Street with Flower Street and planned improvements by SHA to Assateague Road will complete development for the immediate area, creating better traffic safety and flow. The Gay Street parcels include a proposed mixed use project on a vacant infill parcel, and the possibility of future redevelopment in the neighborhood which are compatible with the B-1 Town Center District and Historic District in which they would be placed.
5. The recommendation of the Planning Commission: The Berlin Planning Commission passed motions by 5 to 1 votes to recommend both rezonings to the Mayor and Council at its meeting held February 10, 2016.
6. The relationship of the proposed amendment to the local jurisdiction's plan: Both rezonings fulfill the plan's focus on infill development and for providing adequate Town services to anticipate future growth.

Another requirement for the findings of fact states "the legislative body may grant the amendment to change the zoning classification based on the finding that there was:

1. A substantial change in the character of the neighborhood where the property is located; or
2. A mistake in the existing zoning classification.

WestlawNext **Maryland Code and Court Rules**[Home Table of Contents](#)**§ 4-204. Zoning regulations--Amendment, repeal, and reclassification**

West's Annotated Code of Maryland

Land Use

Effective: October 1, 2012

West's Annotated Code of Maryland

Land Use (Refs &amp; Annos)

Division I. Single-Jurisdiction Planning and Zoning [Titles 1-13] (Refs &amp; Annos)

Title 4. Zoning (Refs &amp; Annos)

Subtitle 2. Designation and Adoption (Refs &amp; Annos)

Effective: October 1, 2012

MD Code, Land Use, § 4-204

**§ 4-204. Zoning regulations--Amendment, repeal, and reclassification**Currentness**Authority**

(a) Zoning regulations and boundaries may be amended or repealed.

**Reclassification**

(b)(1) If the purpose and effect of a proposed map amendment is to change a zoning classification, the legislative body shall make findings of fact that address:

- (i) population change;
- (ii) the availability of public facilities;
- (iii) present and future transportation patterns;
- (iv) compatibility with existing and proposed development for the area;
- (v) the recommendation of the planning commission; and
- (vi) the relationship of the proposed amendment to the local jurisdiction's plan.

(2) The legislative body may grant the amendment to change the zoning classification based on a finding that there was:

- (i) a substantial change in the character of the neighborhood where the property is located; or
- (ii) a mistake in the existing zoning classification.

(3) The legislative body shall keep a complete record of a hearing on an application for reclassification and the votes of the members of the legislative body.

(4) A legislative body may not allow the filing of an application for a reclassification of all or part of any land for which a reclassification has been denied by the legislative body on the merits in the 12 months before the date of the application.

(5) The provisions of § 4-203(b) of this subtitle concerning public hearings and notice apply to applications for reclassification.

**Credits**

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012.

MD Code, Land Use, § 4-204, MD LAND USE § 4-204

Current through Ch. 1 to 6 of the 2016 Regular Session of the General Assembly

END OF DOCUMENT

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**RESOLUTION NO. 2016-03**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND,

To change the zoning classification of the property known as Worcester County Tax Map 301, Parcel 1720 from B-2 shopping district to R-1 Residential District.

WHEREAS; On February 10, 2016 the Berlin Planning and Zoning Commission reviewed and recommended these changes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Berlin as follows:

A Resolution of the Mayor and Council of Berlin, Maryland, A Maryland Municipal Corporation to approve the recommendation of the Berlin Planning Commission

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Mayor and the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining.

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

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

ATTEST:

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

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



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

[www.berlinmd.gov](http://www.berlinmd.gov)



Mayor and Council

February 11, 2016

Town of Berlin, MD

10 William Street

Berlin, MD 21811

Mayor and Council,

At its meeting held February 10, 2016, the Berlin Planning Commission passed a motion by a five to one vote to recommend to the Mayor and Council the rezoning of Worcester County Tax Map No. 301, Parcel 1720, Lot 2A, formerly known as 109 Decatur Street from B-2 Shopping District to R-1 Residential district.

Sincerely,

Christopher Denny

Chairman



RESOLUTION NO. 2016-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND,

To change the zoning classification of the property known as Worcester County Tax Map 303, Parcels 1124,1123,1122,1121 also known as 13,15,19,21 Gay Street, Berlin Maryland. This Resolution recognizes rezoning these from R2 Residential District to B-1 Town Center District with the addition of all four parcels to the Berlin Historic District.

WHEREAS; On February 10, 2016 the Berlin Planning and Zoning Commission reviewed and recommended these changes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Berlin as follows:

A Resolution of the Mayor and Council of Berlin, Maryland, A Maryland Municipal Corporation to approve the recommendation of the Berlin Planning Commission

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Mayor and the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining.

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

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

ATTEST:

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

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



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

[www.berlinmd.gov](http://www.berlinmd.gov)



Mayor and Council

February 11, 2016

Town of Berlin, MD

10 William Street

Berlin, MD 21811

Mayor and Council,

At its meeting held February 10, 2016, the Berlin Planning Commission passed a motion by a five to one vote to recommend to the Mayor and Council the rezoning of Worcester County Tax Map No. 300, Parcels 1124, 1123, 1122, and 1121, also known as 13, 15, 19, and 21 Gay Street, Berlin, MD from R-2 Residential District to B-1 Town Center District with the condition that the four parcels also be placed within the Town Historic District and that the four petitioning property owners be notified of these conditions.

Sincerely,

Christopher Denny

Chairman

Patrick Vorsteg/ Vorsteg Enterprises LLC.

3/7/2016

15 Gat Street

Berlin, Md. 21811

Jeff Auxer

19 Jefferson Street

Berlin, Md. 21811

Patrick,

I think the rezoning of the four lots on Gay Street from residential to commercial zoning would be a positive thing for Berlin. I believe towns are built by the businesses in them and the more we have to offer our visitors, the better off we are. I think it is also positive that you are providing more parking. I think this idea will benefit Berlin.

Jeff Auxer



**MOTION TO APPROVE No. 2016-13**

A motion of the Mayor and Council of the Town of Berlin authorizing the installation of a private septic and well system on property located at 9930 Deer Park Drive. This authorization is contingent on a written commitment from the property owner agreeing to:

1. Connect to Town water and sewer services any time after March 14, 2018, upon 90 days written notice from the Town and
2. Receive Town trash service after connecting to Town water and sewer services.

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

Michael Cluster

12 Vine Street  
Berlin, MD 21811  
443-497-0063  
diversifiedoc@gmail.com

February 29, 2016

MAR 2 '15 PM 1:40

Mayor and Council, Town of Berlin, MD  
10 Williams Street  
Berlin, MD 21811

To whom it may concern,

I am writing regarding a property located on 9930 Deer Park Drive, Berlin, MD 21811. As of the date of this letter, I have a contract on this property through Austin Purnell at Resort Real Estate with contingencies related to the installment of a private septic and well system. As I understand, this property is located within the R1 zoning district of the Town of Berlin, which brings some possible limitations for my building plans as the property does not include access at this time to town water and sewer. This proposal has been brought to Jane Kreiters attention. I am requesting permission to install a private septic and well system on the property.

My plan for the property is to build a 40' by 50' structure including garage with a small one bedroom apartment with bathroom and kitchenette to serve as my primary residence. I have received an estimate for the construction from Delmarva Pole Buildings and am awaiting approval from the town regarding the water and septic before moving forward with completing the purchase of the property and start of any construction.

I would also like to inquire about the inclusion of town waste pick-up at this property location as per Town of Berlin zoning regulations, this property was annexed into residential town limits some years ago. As this is the case, I would be required to pay Town of Berlin taxes, which would include of this service.

Thank you for your time and consideration,

Michael Cluster

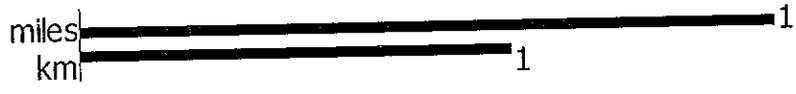


**Zoning**

-  Town Center District (B-1)
-  Shopping District (B-2)
-  General Business District (B-3)
-  Light Industrial District (M-1)
-  Industrial District (M-1A)
-  Residential District (R-1)
-  Residential District (R-2)
-  Apartment District (R-3)
-  Residential District (R-4)



Google earth





# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316



DRAFT

March 14, 2016

**Mayor**

Wm. Gee Williams, III

**Vice President**

Elroy Brittingham, Sr.

**Council Members**

Dean Burrell, Sr.  
Thomas Gulyas  
Lisa Hall  
Troy Purnell

**Town Attorney**

David Gaskill

**Town Administrator**

Laura Allen

Michael Cluster  
12 Vine St.  
Berlin, MD 21811

Re: Permission to install private septic and well system

Dear Mr. Cluster:

I'm writing this letter as a follow up to the Council's March 14, 2016 Motion 2016-13 which approved your request to install a private septic and well system on your property located at 9930 Deer Park Drive.

The approval was contingent on a written commitment from you to connect to Town water and sewer systems any time after March 14, 2018 upon 90 days written notice from the Town. Furthermore, it was agreed that no Town trash services would be provided to your property until you connected to the Town's water and sewer systems. Signing this letter in the property owner acknowledgement section below serves as that commitment.

Sincerely,

Laura Allen  
Town Administrator

Property Owner Acknowledgement:

I agree to follow the conditions in this letter.

---

Michael Cluster



MOTION OF THE MAYOR AND COUNCIL 2016-14

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE FY 17 PROGRAM OPEN SPACE ANNUAL PROGRAM AS PRESENTED.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ OPPOSED, WITH \_\_\_\_\_ ABSTAINING.

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

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

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

ATTEST: \_\_\_\_\_  
Laura Allen  
Town Administrator

**PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT  
FISCAL YEAR 2017**

<u>Sponsor</u>	<u>Project Name, Project Description</u>		<u>Acres</u> <u>Project</u>	<u>Source of Funds (for Annual Program Only)</u>		
				<u>Total</u>	<u>Local</u>	<u>State(POS Local Funds)</u>
BERLIN						
1	New park (former Tyson plant)	Map 25	70 +/-	\$45,000.00	\$4,500.00	\$40,500.00
	Purchase of amenities (benches, picnic tables, waste receptacles, etc.)					
2	John Howard Babbage	Map 300	+/- .5			
	Development of complete specs for improvements			\$5,000.00	\$500.00	\$4,500.00
	Development of area into neighborhood park			\$50,000.00	\$5,000.00	\$45,000.00
3	Stephen Decatur Park:	Map 302				
	Tot Lot - expansion of area		.5 +/-	\$10,000.00	\$1,000.00	\$9,000.00
<b>TOTALS</b>				<b>\$110,000.00</b>	<b>\$11,000.00</b>	<b>\$99,000.00</b>

**TOWN OF BERLIN**  
**FY2017 Proposed Program Open Space Projects**  
**Eight Visions Consistency Statement**  
**March 1, 2016**

**DEVELOPMENT PROJECTS:**

1. **BERLIN FALLS PARK** (formerly Tyson Chicken Processing Plant): Berlin recently purchased the former Tyson Chicken Processing Plant on Old Ocean City Boulevard. The plant and land occupy approximately 60 acres and include several buildings, structures such as wells and in-ground tanks, and two lagoons. This property was purchased specifically for the purpose of development into a new park for our residents and visitors, and the Town has worked with a consultant to develop several concepts for its ultimate design. Prior to purchasing the property, the Town had Phase I and II Environmental studies conducted, which identified several environmental issues, none of which are considered an impediment to development. The Town has applied to the Voluntary Clean-Up program managed by the Maryland Department of the Environment to change the approved use from industrial to recreational and is seeking the assistance of the Thriving Earth Exchange, which provides scientists on a pro-bono basis, to identify and plan specific environmental remediation. As of this writing, the Town is securing the areas of the property that pose safety hazards, obtaining and placing signage required by the Town's insurance carrier and the Voluntary Clean-Up program and generally tidying-up the property with the intent of allowing passive use – walking, dog-walking, bicycling, etc. – by the end of spring, 2016. Such use will only be permitted with MDE's clearance for recreational use.

The Town of Berlin is seeking an allocation of POS funds to enable the purchase of picnic tables, benches, bike racks, trash cans and other amenities to allow for passive use of the park.

2. **JOHN HOWARD BURBAGE PARK**: Named for Berlin's longest-serving Mayor, Burbage Park is a small "aesthetic" park located directly in front of the municipal Power Plant and Public Works campus. The Park is within two blocks of Berlin's downtown, on William Street, a main thoroughfare for both vehicle and pedestrian traffic and surrounded by residential neighborhoods and developments. Though long-named a park, the area has never truly been developed into an area for use by citizens or visitors. In 2009, the Town of Berlin, using Program Open Space funds, developed a Comprehensive Parks Plan that made a number of suggestions for the improvement and development of Burbage Park as a casual-use, as opposed to recreational, park.

The Berlin Parks Commission has recommended to the Mayor and Council that the concept put forth in the Comprehensive Park Plan be explored in depth. The first priority of this Annual Plan is to contract for detailed design work, including cost estimates for the development of this area. Plans may include landscaping, reading

"nooks" and other quiet activities. Once this aspect of the project is complete, the Town can move forward with the actual development of the property.

3. **STEPHEN DECATUR PARK:** Stephen Decatur Park is a general use park featuring playground equipment, tennis courts, a pavilion and a rubberized walking path, as well as a Nature Trail and Pond. Expansion of the Tot-Lot area of Stephen Decatur Park continues to be a priority. This expansion will include increased square footage to allow for more picnic facilities and improved access particularly for strollers and wheelchairs. This project will not impact any sensitive areas and all work will encompass areas already used as parkland.

#### **THE EIGHT VISIONS:**

The proposed projects are consistent with the Eight Visions in that:

1. Proposed additional park development will occur within or adjacent to areas already used for and/or suitable for park development.
2. No wetlands or other sensitive areas are being removed or infringed upon.
3. The proposed project for the former Tyson Plant is located within or adjacent to Town limits (annexation of parcels not currently in Town limits is underway) and the other projects are on land already in use as public parks in existing population centers.
4. No impact to the Chesapeake Bay and/or its tributaries will occur; all watershed from Berlin's parks drain to the coastal bays system.
5. No consumption of resources will take place and the land resources are being preserved by not allowing residential or commercial development.
6. By increasing the potential for recreational use of these areas, the potential for economic development will increase by offering more to attract visitors and new residents to the Town.
7. These areas currently have public infrastructure, including utilities and streets, either in service, or available for connection.
8. The Town allocates funds each year in its annual budget to the maintenance and development of our park areas. Additionally, the bond which was used for the purchase of Berlin Falls Park has \$500,000 available for environmental study, remediation, and other related park development needs.

**TOWN OF BERLIN**  
**RESOLUTION NO. 2016-06**  
**A RESOLUTION AUTHORIZING THE EXECUTION OF**  
**BERLIN 2016 POWER SUPPLY SCHEDULE**  
**WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the Town of Berlin, Maryland (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the state of Maryland that owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and customers; and

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality will purchase economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member; and

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers; and

WHEREAS, Municipality has executed a Master Services Agreement with AMP dated February 9, 2015, which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality; and

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term of no longer than thirty six (36) months, which will provide an economical source of electric energy (herein "Energy Purchase(s)") for Municipality and other AMP Members; and

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Energy Purchase(s) to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, or AMP service fees) not to exceed \$50.00 per MWh; and

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a Berlin 2016 Power Supply Schedule, pursuant to which the Municipality may purchase electric energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Energy Purchase(s), to take actions contemplated by the Resolution hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, Municipality is required to engage in competitive practices in procurement of power, Md. PUBLIC UTILITIES Code Ann. §4-402 (c) (2) (2014);

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF BERLIN, MARYLAND.

SECTION 1. That the form of the 2016 Power Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Town Administrator or the Town Administrator's designee are hereby authorized to execute the 2016 Power Supply Schedule and to acquire the Municipality's energy from Energy Purchase(s), with a term of no more than thirty six (36) months, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, or AMP service fees) not to exceed \$50.00 per MWh, and is further authorized to execute and deliver any and all documents necessary to participate in Energy Purchase(s), pursuant to the conditions set forth herein for a term of no more than thirty six (36) months, as set forth in the 2016 Power Supply Schedule.

SECTION 3. That the Town Administrator or the Town Administrator's designee has secured adequate evidence that competitive practices were followed in procuring the Energy Purchase(s) identified on the Berlin 2016 Power Supply Schedule.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this Resolution shall take effect at the earliest date allowed by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Mayor and the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining.

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

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

ATTEST:

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

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

**TOWN OF BERLIN, MARYLAND**  
**2018-2020 REMAINING REQUIREMENTS ENERGY SUPPLY SCHEDULE**  
**AMP Contract Number 2016-002838-SCHED**  
**a Schedule to**  
**American Municipal Power, Inc.,**  
**and**  
**Town of Berlin, Maryland**  
**Master Services Agreement No. 2015-001514-MAS**

WHEREAS, the Town of Berlin, Maryland ("Municipality") and American Municipal Power, Inc. ("AMP", collectively, "Parties") have entered into a Master Services Agreement ("Master Agreement"), dated February 9, 2015, under which certain services may be provided under schedules thereto;

WHEREAS, AMP has agreed to provide the Municipality firm full requirements energy service as described in this schedule ("Schedule" or "Power Supply Schedule");

WHEREAS, in order to obtain a source of economical electric energy the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same;

WHEREAS, AMP has entered or will enter into contracts or other arrangements providing for the generation and/or transmission of electric energy and other services for the benefit of its patrons and Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I  
TERM

SECTION 101 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2018 ("Effective Date") and ending December 31, 2020.

ARTICLE II  
SALES AND DELIVERY POINT

SECTION 201 - SALES: Subject to the terms and conditions of this Schedule and the Master Agreement, AMP shall supply and the Municipality shall take at the Physical Delivery Point and pay for all load following electricity, net of that supplied by Berlin's own generation, required by the Municipality for its own use and resale to the Municipality's customers during the term of this Schedule, including Renewable Energy Obligations ("Product").

Renewable Energy Obligation. AMP shall comply with Municipality's obligations under the Renewable Energy Portfolio Standard, including regulations adopted thereunder ("Renewable Energy Obligation") by providing Municipality's share of resources that satisfy the Renewable Energy Portfolio Standard. "Renewable Energy Portfolio Standard" shall have the meaning ascribed to it in Subtitle 7 of the Maryland Public Utility Companies Article of the Maryland Code, as amended from time to time. This obligation may be satisfied with Energy Purchases or Renewable Energy Credits Purchases ("RECS Purchases") or another resource acceptable by Maryland law, and by using the process described in Section 303, below.

SECTION 202 - PHYSICAL DELIVERY POINT(S): The physical delivery point for

electric power and energy to be delivered hereunder ("Physical Delivery Point") shall be the Municipality's interconnections with PJM, or its successor, identified as Berlin DPL Aggregate P Node ID Number 615760. The Parties agree that Municipality may maintain its PJM Membership, but designate AMP as its PJM agent to arrange and provide for delivery to the Physical Delivery Point. AMP shall physically deliver the Product to the Physical Delivery Point, however, the Parties hereby indicate an intention to financially settle transaction confirmation purchases at the DPL Zone Node Number 51293 (or as otherwise set forth in Appendix A). The use of the term Delivery Point, if any, in a transaction confirmation does not refer to the Physical Delivery Point.

SECTION 203 – METERING POINT: The Metering Point shall mean Delmarva Power & Light's ("DP&L") meter for Municipality's energy located within Municipality's service territory, as it exists on the effective date of the Master Agreement, compensated for losses to the 69 kV electrical interconnection between facilities owned by Municipality and facilities owned by DP&L. The interconnection is at the high voltage bushings of the delivery step-down transformer at the William "Jug" Savage Electric Substation, 113 Schoolfield St. Substation, Berlin, Maryland.

### ARTICLE III RATES

SECTION 301 - RATES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of Product to the Physical Delivery Point either directly as a PJM Member or as PJM Agent of Municipality. The Municipality shall be invoiced and is responsible for paying, and AMP is entitled to receive as compensation, the following:

A. All line items billed by PJM for the benefit of Municipality, including but not limited to: monthly transmission fees, congestion charges, ancillary services, installed capacity, losses, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Delivery Point;

B. AMP's Service Fee B, as defined in the Master Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule.

C. AMP's Energy Control Center Fee for all energy sold or arranged for and delivered pursuant to this Schedule, as defined in the Master Agreement.

D. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality, as set forth in the transaction confirmation(s) in the Appendix A.

E. RECS or other energy purchases necessary to satisfy Municipality's share of resources that satisfy the Renewable Energy Portfolio Standard.

SECTION 302 –ENERGY SUPPLY: The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and confirm authorized purchases) of power and energy for a term beginning no earlier than January 1, 2018 and ending no later than December 31, 2020, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, or AMP service fees) does not exceed \$50.00 per MWh; provided however, that RPS Purchases are not constrained by this price but only the minimum RPS Purchases necessary to satisfy Municipality's Renewable Energy Obligation shall be acquired. Energy Purchases under this Schedule in aggregate on an annual basis shall not exceed 110% of

the Municipality's annual energy load in MWhs from the previous year. For purposes of information, Municipality's 2015 energy load was 46,508 MWhs.

SECTION 303 – PROCEDURES FOR ENERGY SUPPLY ACQUISITION AND

SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Energy Purchases or RECS Purchases contemplated in this Schedule. The steps that will be followed in securing such Energy Purchases or RECS Purchases are set forth below.

At the time that the Parties agree that an Energy Purchase or RECS Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee), on a recorded telephone line or through E-mail, regarding AMP's recommended Purchase(s) that meet the requirements of Section 302 prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place in accordance with paragraphs a and/or b below.
  - a. **The Invitation For Bid (IFB) Process for Fixed Price Positions.** AMP shall conduct an IFB process consistent with competitive procurement principles to request a minimum of three (3) quotes in writing. If Municipality so directs, the qualified suppliers shall e-mail their quotes directly to

Municipality, whereupon Municipality shall promptly, within an hour or less, provide written confirmation of the transaction with AMP reflecting the price, quantity and other terms of one of the suppliers or reject all of the bids. Municipality shall be entitled to review the supporting contract between AMP and the third party supplier before entering into a transaction. Alternatively, AMP may request three (3) quotes directly from suppliers with whom AMP has active EEs or other trade agreements ("Pre-Qualified Suppliers"), disclose those quotes to Municipality, and Municipality may authorize a transaction reflecting the price, quantity and terms of one (1) of the quotes. Municipality shall be entitled to review the original documentation securing such quotes, including but not limited to voice recordings, written notes, and e-mails, and may use such information as evidence before the Maryland Public Service Commission. Municipality may make use of the IFB process up to five (5) times in any single PJM Planning Year (June 1 through May 31) to solicit bids. Additional uses of the IFB process shall be available to Municipality for a separate fee to be agreed upon at such time.

- b. **Strike Price Alternative.** As an alternative to the IFB process, Municipality may unilaterally establish a "strike price" and terms and provide such to AMP in writing or on a recorded line. If AMP is able to solicit an offer from a Pre-Qualified Supplier that conforms to the strike price and terms or is better than such strike price and terms, AMP may enter into a binding transaction on behalf of Berlin without using the IFB process. Berlin shall then confirm the transaction under the process set forth in this Section 303. Exercising this

option does not reduce the number of times Municipality may use the IFB process described in item a, above.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.
3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.
4. Once an Energy Purchase is finalized and transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.
5. Municipality's Authorized Representative shall confirm that the transaction terms and conditions are accurate.

ARTICLE IV  
GENERAL

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the power supply and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers listed in Appendix A or otherwise agreed to by the Parties. In the event of

default of a power supplier, AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any default by a supplier which may result in AMP's purchase of replacement energy for Municipality (hereinafter "Supplier Default"). AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

SECTION 402 - AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Town Administrator until modified by written notice to AMP by the Municipality.

SECTION 403 - RELATED AGREEMENTS: All other terms and conditions of the Agreement between AMP and the Municipality that are not inconsistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

**TOWN OF BERLIN, MARYLAND**

By \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

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

**AMERICAN MUNICIPAL POWER, INC.**

By \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

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



**MOTION OF THE MAYOR AND COUNCIL – 2016-15**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING FISCAL YEAR 2016 BUDGET AMENDMENTS INCREASING/DECREASING EXPENSE ACCOUNTS ASSOCIATED WITH THE OPERATING AND INVESTMENT ACTIVITIES IN THE GENERAL, ELECTRIC, WATER, SEWER, AND STORMWATER FUNDS. DETAILS OF BUDGET AMENDMENTS ARE ATTACHED TO THE MOTION IN EXHIBIT A.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016 BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED WITH \_\_\_\_ ABSTAINING.

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

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

ATTEST: \_\_\_\_\_  
Laura Allen  
Town Administrator

EXHIBIT A  
TOWN OF BERLIN  
REQUEST FOR FY 2016 BUDGET AMENDMENTS  
3/14/2016

Department	Account #	Account Title	Approved Budget on 06/08/2015	Requested Amended Budget	Budget Reduction (Increase)
GENERAL FUND - ADMINISTRATION	01-4110-4025	TRAVEL	1,000	3,000	(2,000)
GENERAL FUND - ADMINISTRATION	01-4110-4026	DUES AND PUBLICATIONS	7,000	9,000	(2,000)
GENERAL FUND - ADMINISTRATION	01-4110-4060	CONTRACTED SERVICES	16,000	12,000	4,000
GENERAL FUND - CUSTOMER SERVICE	01-4125-4021	EMPLOYEE TRAINING	7,000	1,000	6,000
GENERAL FUND - CUSTOMER SERVICE	01-4125-4050	OFFICE SUPPLIES	7,000	13,000	(6,000)
GENERAL FUND - CUSTOMER SERVICE	01-4125-4044	RENTAL OFFICE EQUIPMENT	6,000	12,000	(6,000)
GENERAL FUND - CUSTOMER SERVICE	01-4125-4079	CREDIT CARD FEES	52,000	46,000	6,000
<b>TOTAL REDUCTION (INCREASE) IN GENERAL FUND BUDGET</b>					
ELECTRIC FUND - POWER PLANT			20,000	12,000	8,000
ELECTRIC FUND - POWER PLANT			5,500	10,500	(5,000)
ELECTRIC FUND - POWER PLANT			20,000	25,000	(5,000)
ELECTRIC FUND - POWER PLANT			700	3,700	(3,000)
ELECTRIC FUND - POWER PLANT			2,524,162	2,624,162	(100,000)
ELECTRIC FUND - ADMINISTRATION			112,125	7,125	105,000
<b>TOTAL REDUCTION (INCREASE) IN ELECTRIC FUND BUDGET</b>					
WATER FUND - ADMINISTRATION			-	1,000	(1,000)
WATER FUND - ADMINISTRATION			1,500	2,500	(1,000)
WATER FUND - ADMINISTRATION			4,500	8,000	(3,500)
WATER FUND - TREATMENT			5,000	7,000	(2,000)
WATER FUND - TREATMENT			20,000	72,000	(52,000)
WATER FUND - DISTRIBUTION			1,500	3,000	(1,500)
WATER FUND - ADMINISTRATION			332,706	271,706	61,000
<b>TOTAL REDUCTION (INCREASE) IN WATER FUND BUDGET</b>					
SEWER FUND - ADMINISTRATION			2,500	6,000	(3,500)
SEWER FUND - COLLECTION SYSTEM			10,000	30,000	(20,000)
SEWER FUND - COLLECTION SYSTEM			3,000	6,000	(3,000)
SEWER FUND - COLLECTION SYSTEM			5,500	8,500	(3,000)
SEWER FUND - TREATMENT PLANT			10,000	20,000	(10,000)
SEWER FUND - TREATMENT PLANT			10,000	19,000	(9,000)
SEWER FUND - ADMINISTRATION			321,945	273,445	48,500
<b>TOTAL REDUCTION (INCREASE) IN SEWER FUND BUDGET</b>					
STORMWATER FUND			3,200	29,000	(25,800)
STORMWATER FUND			40,000	14,200	25,800
<b>TOTAL REDUCTION (INCREASE) IN STORMWATER FUND BUDGET</b>					



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov



**Mayor**  
Wm. Gee Williams, III

March 10, 2016

**Vice President**  
Elroy Brittingham, Sr.

MEMORANDUM

**Council Members**  
Dean Burrell, Sr.  
Lisa Hall  
Paula Lynch  
Troy Purnell

To: All Council Members  
From: Gee Williams, Mayor  
Subject: Appointments ---  
Historic District Commission  
Planning & Zoning Commission  
Board of Supervisors of Elections

**Town Attorney**  
David Gaskill

**Town Administrator**  
Anthony J. Carson, Jr.

I wish to recommend the appointment of the following resident to serve as the alternate member of the Town of Berlin's Historic District Commission (HDC) to fill a vacancy created by a the resignation by the current alternate who is moving out of the area.

First, I recommend the reappointment of Carol Rose to a three-year term on the HDC. Since the passing of Bob McIntosh, she has served as the chair of the Historic District Commission and has done an exceptional job. Carol also does a great job of representing the Town and the HDC at community events, meetings and in discussions with groups or individuals.

I recommend to the Berlin Council the appointment of Robert Poli as the new alternate member of the HDC:

Robert Poli, D.M.D.  
314 South Main Street  
Berlin, MD 21811

The recommended HDC member has been contacted and has expressed his enthusiastic desire to serve the Town of Berlin on the Historic District Commission. Mr. Poli enjoys restoration work as a hobby. Shortly after Robert and his wife, Jan, moved to Berlin, he designed and contracted the replacement of a barn/garage with a beautiful carriage house as well as a garden room extension to their main house. The project also gave Mr. Poli an opportunity to become familiar and experience first-hand the guidelines and procedures for approval established for historical preservation in Berlin's Historic District.

It is my request that Robert Poli be approved for the position as alternate on the commission.

March 10, 2016

Pg. 2 of 3

**Historic District Commission** (3 year term)

**CURRENT MEMBERS**

Carol Rose – Chairperson

Ellen Lang

Betty Tustin

Mary Moore

Laura Stearns

Vacancy (Alternate)

**Planning & Zoning Commission** (5 year term)

I wish to recommend the re-appointment of Newt Chandler to continue to serve as a member of the Town of Berlin's Planning and Zoning Commission. Newt has extensive local knowledge and experience in a wide range of P&Z Commission responsibilities. It has been my observation that Newt does his homework, carefully considers all points of view and has a reputation as a stable hand on the tiller in the discharge of his P&Z Commission duties as Berlin continues to change to meet the opportunities of a new century.

**CURRENT MEMBERS**

Newt Chandler

Phyllis Purnell

Pete Cosby

Ron Cascio

John Barrett

Barbara Stack

Chris Denny

Natasha Brittingham (Alternate)

It is my request that Newt Chandler be approved for reappointment to the Planning & Zoning Commission.

**Board of Supervisors of Elections** (4 year term)

I wish to recommend the reappointment of two members of Berlin's Board of Supervisors of Elections: Lou Creter, and John Briddell. Both men have valuable experience in the proper conduct and procedures of implementing municipal elections. They are all very well-respected citizens in the community and avoid any bias or involvement in town politics.

I regret that long time Election Supervisor Anthony Bowen is not in good health and a replacement is needed. I wish to recommend the appointment of the Rev. David Briddell, a native of Berlin, who served a lifetime career as a United Methodist Church in Maryland and Pennsylvania. He earned a doctorate degree in Theology from Boston University and moved back to Berlin to retire in his hometown. You may recall a Q. & A. interview in the Feb. 18, 2016 Dispatch newspaper that featured Rev. Briddell. In the interview Rev. Briddell talked about his close friendship with Dr. Martin Luther King, Jr. when they were both young men in college and during Dr. King's brief journey that ultimately led him to become the iconic leader of America's modern Civil Rights Movement.

March 10, 2016

Pg. 3 of 3

CURRENT MEMBERS

Anthony Bowen (Vacancy due to illness)

Lou Creter

John Briddell

Milton Schul

Linda Bowen

Mary Bohlen (Town Liaison)

It is my request that Lou Creter and John Briddell be approved for reappointment to the Board of Supervisors of Elections, and Rev. David Briddell be appointed as a new member.

---

I sincerely believe each of the individuals I have recommended for either appointment or reappointment are outstanding citizens who will serve the Town of Berlin faithfully and honorably. Thank you for your consideration.

###

**TOWN ADMINISTRATOR'S REPORT**

March 14, 2016

Purchase Orders (numeric order)

201600307

SHA

Salt and Materials Winter 2015/2016

01-4320-4053

\$15,000.00

201601377

CYRCO Inc.

Power Plant – Heat Transfer Material Replacement in 4 Cooling Towers

10-4220-4092

\$58,616.00

**Purchase Order**

Original

Town Of Berlin  
10 William St  
BERLIN, MD 21811

Date: 08/05/15  
Required: 08/05/15  
Ship Via: Best Method  
Ship To:

PO Number: 201600307  
Issued To: 1976

STATE HIGHWAY ADMINISTRATIO:  
PO BOX #1636

ADMINISTRATIVE DEPARTMENT  
William ST 10

BALTIMORE MD 21203

BERLIN MD 21811

FOB : SHIPPING POINT

Terms: Not Applicable

Special Instructions: vm

Quantity UOM Asset Item Description

Unit Price

Extended

Inventory #

1 EA Salt and Materials Winter 2015/16 - BLANKET PO

\$15,000.0000

\$15,000.00

**UNAPPROVED**

Sub Total

\$15,000.00

Total Tax

\$0.00

Total

\$15,000.00

Account Number	Type	Account Description	Amount
01-4320-4053	E	SUPPLIES & OPERATIONS	\$15,000.00
<b>Total</b>			<b>\$15,000.00</b>

Approved by M&C on \_\_\_\_\_  
FOR \_\_\_\_\_ AGAINST \_\_\_\_\_ ABSTAIN

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Purchasing Agent

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

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

**Vicki Magin**

---

**From:** Laura Allen  
**Sent:** Wednesday, March 09, 2016 8:44 AM  
**To:** Dennis Rodgers (SHA)  
**Cc:** Vicki Magin; Adam Smith  
**Subject:** RE: Letter of Agreement

Dannie - I'll put this on the agenda for the Mayor and Council meeting on Monday. Will that timing work for you?

Thanks,  
Laura

-----Original Message-----

**From:** Dennis Rodgers (SHA) [<mailto:DRodgers@sha.state.md.us>]  
**Sent:** Tuesday, March 08, 2016 1:22 PM  
**To:** Laura Allen  
**Cc:** Vicki Magin; Dennis Rodgers (SHA); Adam Smith  
**Subject:** Re: Letter of Agreement

Laura,

The supplemental letter is for FY 16 as explained in the email below from the District Financial Officer, Adam Smith.

These letters will be sent out each fiscal year for signatures.

Thank you for your understanding with this.

Dennis Rodgers

\*\*\*\*\*

Dennis, the MOU (agreement) was for 3 years, but we do supplemental letters of agreement (LOAs) annually during that term. Attached is the LOA from last winter 14/15. The one they need to sign now is the LOA for 15/16

[[http://www.roads.maryland.gov/OCImages/511\\_logo\\_sm.JPG](http://www.roads.maryland.gov/OCImages/511_logo_sm.JPG)]Maryland now features 511 traveler information!  
Call 511 or visit: [www.md511.org](http://www.md511.org)<<http://www.md511.org/>>

P Please consider the environment before printing this email **LEGAL DISCLAIMER** - The information contained in this communication (including any attachments) may be confidential and legally privileged. This email may not serve as a contractual agreement unless explicit written agreement for this purpose has been made. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication or any of its contents is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender indicating that it was received in error and delete the original message and any copy of it from your computer system.



PO1322 M-1

Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor

Pete K. Rahn, Secretary  
Melinda Peters, Administrator

March 17, 2015

Laura S. Allen  
Town Administrator  
Town Hall  
10 William St.  
Berlin, MD 21811

RE: Supplemental Letter of Agreement  
Salt and/or Aggregate for Winter Storm Events  
**BY297M84**

Dear Ms. Allen:

This Supplement Letter Of Agreement (“**SUPPLEMENTAL LOA**”) between the Maryland State Highway Administration (“**SHA**”) and the Town of Berlin, Maryland (“**TOWN**”) sets forth the agreement (“**AGREEMENT**”) between the parties pertaining to fund the withdrawal and payment of salt and/or aggregate for winter storm events during the winter of 2014-15 beginning March 6, 2015 until May 30, 2015 in accordance with the terms and conditions set forth in an AGREEMENT dated April 6, 2015 (Control No. **PO 1320 M-1**) by and between SHA and the TOWN. The total amount to be invoiced during the winter of 2014-2015 is not to exceed Fifteen Five Thousand Dollars (\$15,000).

In accordance with the AGREEMENT, base rates for SALT and SHA Overhead for this SUPPLEMENTAL LOA are as follows:

SALT: \$120.29 per ton

SHA OVERHEAD: 8.06% (or the prevailing rate as approved by FHWA, and in use at the time of withdrawal)

Should weather severity increase the TOWN’s demand for SALT, and depending on SALT availability from SHA, an Amendment to the LOA and the AGREEMENT will be required for amounts in excess of those funds previously stated.

Pursuant to the terms of the AGREEMENT and SHA’s Procurement regulations, the tonnage price for SALT includes the base rate for delivery and shall be adjusted accordingly at the date of actual withdrawal.

The parties agree to invoicing and payment as sets forth in the AGREEMENT. Additionally, pursuant to the AGREEMENT, SHA may seek recourse against the TOWN’s Highway User

My telephone number/toll-free number is \_\_\_\_\_  
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Laura s. Allen  
Page 2

Revenue or use of Central Collections Unit (CCU) for outstanding invoices dated sixty days (60) or more.

The parties further agree that SHA may limit and/or deny SALT to the TOWN due to weather severity, shortages, etc. It shall be the TOWN's responsibility to contact SHA to verify the availability of SALT prior to arrival at an SHA facility.

SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this SUPPLEMENTAL LOA and the AGREEMENT.

If the terms of this SUPPLEMENTAL LOA are acceptable to the TOWN, please sign both originals where indicated and return the two (2) originals to:

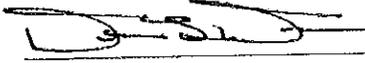
SHA Agreements Team  
Agreements Coordinator  
707 N. Calvert Street  
Mailstop C-502  
Baltimore, MD 21202

Once both originals are fully executed, one (1) original will be returned to you for the TOWN's use and information.

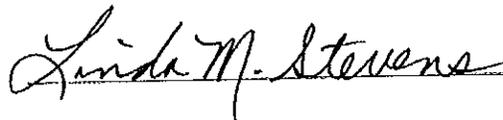
Sincerely,

MARYLAND STATE HIGHWAY  
ADMINISTRATION

Witness:

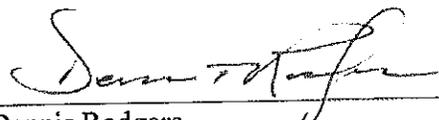
  
\_\_\_\_\_  
Donnie Drewer  
District Engineer

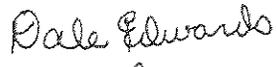
3/23/15  
Date

  
\_\_\_\_\_  
Linda M. Stevens

Recommended for Approval:

**Verification that SUPPLEMENTAL LOA  
is consistent with AGREEMENT:**

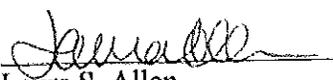
  
\_\_\_\_\_  
Dennis Rodgers  
Resident Maintenance Engineer

  
for  
\_\_\_\_\_  
Randall Scott  
Assistant Agreements Coordinator

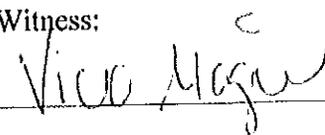
**CONCURRENCE:**

TOWN of BERLIN

Witness:

  
\_\_\_\_\_  
Laura S. Allen  
Town Administrator

3/18/15  
Date

  
\_\_\_\_\_  
Vicki Magan

**Purchase Order**

Original

Town Of Berlin  
10 William St  
BERLIN, MD 21811

PO Number: 201601377  
Issued To: 102761

Date: 03/02/16  
Required: 03/02/16  
Ship Via: Best Method  
Ship To:

CYRSCO INC  
P O BOX 7292

Electric Department  
Schoolfield ST 113

GREENSBORO NC 27417  
FOB : SHIPPING POINT

BERLIN MD 21811  
Terms: Not Applicable

Quantity	UOM	Asset	Item Description	Unit Price	Extended
1	EA		Power Plant-Heat Transfer Materail Replacement in 4 Cooling Towers. Replace fill material, install drift eliminators & replace material in existing lover frames.	\$56,816.0000	\$56,816.00
1	EA		Freight Charges	\$1,800.0000	\$1,800.00

**UNAPPROVED**

Sub Total	\$58,616.00
Total Tax	\$0.00
Total	\$58,616.00

Account Number	Type	Account Description	Amount
10-4220-4092	E	CAPITAL OUTLAY-EQUIPMENT	\$58,616.00
		Total	\$58,616.00

Approved by M&C on \_\_\_\_\_  
FOR \_\_\_\_\_ AGAINST \_\_\_\_\_ ABSTAIN

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Purchasing Agent

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

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



Post Office Box 7292 • Greensboro, North Carolina 27417 • (336) 668-0977 • Fax (336) 668-2610

February 9, 2016

Mr. Timothy Lawrence, Electric Utility Director  
Town of Berlin Electric Department  
113 Schoolfield Street  
Berlin, MD 21811  
Office: 410-629-1713  
Cell: 703-283-0160  
E-mail: [tlawrence@berlinmd.gov](mailto:tlawrence@berlinmd.gov)

**Subject:** Evapco AT-312-636, Heat Transfer Material Replacemrnt-4 cells  
**Reference:** Quote Q-4818

Dear Mr. Lawrence,

In accordance with your request, we are pleased to submit pricing to replace the heat transfer material in the above referenced Evapco Cooling tower

**Scope of Services:**

**Heat Transfer Media Replacement**

1. Remove existing fill material and drift eliminators and place in waste containers provided by the Customer.
2. Clean all debris from tower basin and place in waste containers provided by the Customer.
3. Furnish and install new Brentwood Industries CF 1200 10 mil. fill material.
4. Furnish and install new Brentwood industries CF 80MAX drift eliminators
5. Remove media from inlet louver frames and place in waste containers provided by the Customer.
6. Furnish and install new Brentwood Industries CL 100 louver material in existing louver frames.
7. Clean all debris from project, placing all debris in waste containers provided by the Customer.

Your cost for this service which includes all material and labor sufficient for all four (4) fan cells is **\$56,816.00** plus any applicable taxes and freight.

Breakout Pricing:

Materials: \$36,847.00

Labor/Expense: \$19,969.00

**Notes, Assumptions & Customer Responsibilities:**

**Pricing**

- Pricing herein is valid for 30 days from the date of proposal.
- Unless otherwise stated herein; pricing is based upon work being performed during a non-holiday Monday through Friday work week between the hours of 7:00 AM and 5:00 PM. If work is to be performed during a holiday or to include a weekend time frame, additional overtime labor charges

# Cyrco, Inc.

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may be applicable. If deemed beneficial to Cyrco, Inc.; work hours may be extended beyond stated and may include a Saturday and Sunday time frame. If extended hours or weekend work is elected; no additional charges will be incurred by Customer.

- Unless otherwise stated herein; pricing does not include any disposition of waste materials, applicable sales tax or freight charges. Freight charges; including trailering of materials to the project site, rental trucks for delivery and LTL carrier loads will be prepaid and added to the invoice amount.
- Line item pricing within this proposal is for accounting and estimating purposes only. Pricing for multiple items within a selected scope assumes all work will be performed in-conjunction during a single mobilization. If single or only partial line item(s) are selected; additional costs may be applicable.

## ***Safety & Site Specific Training***

- Unless otherwise stated herein; this price estimate assumes the cooling tower is classified as a non-permitted confined space. If tower is deemed a permitted confined space; Cyrco, Inc. assumes host will provide a confined space attendant and monitoring equipment. If an attendant or monitoring equipment is to be provided by Cyrco, Inc., services may be billed per the attached Time and Materials rate sheet and added to the final invoice amount.
- We have allocated one (1) hour for site specific training per each technician. If training duration is greater than allocated; additional man hours will be billed per the attached Time and Materials rate sheet.
- Cyrco, Inc. assumes any required site specific training will be given upon personnel arrival on the start date of project. If training times are restricted to specific days of the week or times, (example: 8:00 AM Wednesday only) additional charges for mobilization will be applicable.
- 7 panel drug screens and alcohol screens within 120 days of start of project are included in base bid. Testing costs for additional screening or screening required within 30 days of start date may result in additional charges.

## ***Customer Responsibilities***

- Customer is responsible for tower or cell isolation including; lock-out & tag-out of all pump motors, fan motors and chemical feed pumps prior to start of work and personnel arrival.
- Customer is responsible for closure and isolation of valves, line-breaks and draining of collection basin prior to start of work and personnel arrival. Cyrco, Inc. personnel are not permitted to open, close or adjust valves without the direct supervision and oversight of owner or owner's representative.
- Customer is responsible for providing all necessary daily work permits at the designated start time for Cyrco, Inc. personnel. Delays in permitting greater than 30 minutes will be billed per the attached Time and Materials rate sheet.
- Customer agrees to receive, off load and store non-bulk and small package shipment(s) of materials shipped to project site. Large or bulk material shipments and deliveries will be scheduled and arranged for receiving and off-loading by *Cyrco, Inc. personnel*.

## ***Disposition of Waste Materials***

- Unless otherwise stated herein; Cyrco, Inc. personnel will place all waste materials into 30 yard roll off containers or scrap metal bins furnished by customer. Containers shall be placed within reasonable proximity to work site.
- This price estimate is based upon waste materials being directly placed into appropriate customer provided containers upon *immediate* removal from the tower. Additional labor charges may be applicable for multiple handling of waste due to inadequate or insufficient quantities of containers

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for bulk waste. Additional man hour expenditures for material handling will be billed per the attached Time and Materials rate sheet.

- If final disposition of waste materials is to be arranged and handled by Cyrco, Inc., disposition costs will be billed at actual cost plus 16% and added to final invoice amount.

### Change Orders and Discovery

- Any areas of damage or tower deficiencies discovered during reconstruction that are beyond or outside the scope of supply will be brought to the attention of owner or owner's representative. Such areas will be made available for inspection and evaluation by owner or owner's representative.
- Upon discovery and prior to performing any additional work; Cyrco, Inc. will provide either a price estimate for corrective action or corrective action may be made with a written change order signed by the owner's representative and billed per the attached Time and Materials rate sheet.
- No additional repairs with a value greater than \$250.00 will be made without written authorization or signed change order by the owner or owner's representative.

<u>Equipment and Safety Provisions:</u>	<u>Included</u>	<u>Not Included</u>	<u>Customer</u>
Man Lift(s)		✓	
Forklift(s)		✓	
Crane & Hoisting		✓	
Drug testing within 30 days		✓	
TWIC		✓	
Background Checks Within One (1) Year		✓	
Site Safety Manager		✓	
Sanitation		✓	

Thank you for allowing Cyrco, inc. the opportunity to quote your cooling tower needs.

If you have questions or need additional information, please do not hesitate to contact me at (800) 424-6128 or email me at [johnboerema@cyrco.com](mailto:johnboerema@cyrco.com).

Sincerely,  
John Boerema

**Cyrco, inc.**

KMW

Enclosures: Pricing Notes, Warranty, Terms and Conditions

### Terms and Conditions

1. **Acceptance:** this offer to sell by Cyrco, inc. is limited to acceptance only on the exact terms set forth herein. No counter-terms, oral or otherwise, or terms written or printed on any document or other means of acceptance at variance with the Conditions set forth herein shall be effective with regard to this transaction unless specifically accepted in writing by Cyrco, inc. and the Owner or Purchaser. Acceptance of Purchase Orders by Cyrco, inc. is subject to approval of all terms of payment and credit, which shall be solely within the discretion of Cyrco, inc. This offer automatically expires thirty (30) days after its issuance unless extended in writing by Cyrco, inc.

# Cyrco, inc.

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2. **Cancellation:** Once accepted, orders cannot be canceled without the prior consent of Cyrco, inc. Direction by Owner or Purchaser to cancel shall be considered a breach of Contract and shall make the Owner or Purchaser immediately liable for any loss, expense or other damages incurred by Cyrco, inc. Additionally, it is understood that a cancellation charge will be due from the Owner or Purchaser based upon accumulated costs including without limitation labor, materials, engineering and administrative charges associated with the goods or project which are the subject of the cancellation. Cancellation is not effective until written notice of acceptance of cancellation is sent to the Owner or Purchaser by Cyrco, inc.
3. Our standard workweek is 7:00 AM to 5:00 PM, Monday through Friday. Hours worked beyond that which is stated above will be billed at overtime rates. Weekends and Holiday work will be billed at overtime rates. Workers are paid driving time to and from project sites, thus labor billing if from portal to portal.
4. **Change Orders:** Changes to the Scope of Services will be agreed upon by the Owner or Purchaser and Cyrco, inc. prior to implementation. Additional labor and material charges will be invoiced as an Addendum to the Contract.
5. The Owner or Purchaser is to receive and unload materials shipped to the job site unless otherwise stated.
6. The Owner or Purchaser will provide reasonable access to utilities (electricity, water, etc.) unless otherwise stated.
7. The Owner or Purchaser is responsible for all waste generated from the Scope of Services unless otherwise stated. Cyrco, inc. personnel will place waste material into dumpsters or other suitable containers provided by the Owner or Purchaser. Waste containers shall be placed in close proximity to the construction site prior to commencement of the Work.
8. The Owner or Purchaser shall completely isolate and de-energize the cooling towers and/or any other equipment associated with the cooling towers which could represent a hazard to Cyrco, inc. personnel or impede work progress. The inability to properly isolate the cooling towers must be made known to Cyrco, inc. prior to work commencement. The Owner or Purchaser shall be liable for any overages resulting thereof.
9. Cyrco, inc. shall not be held liable for any delays due to circumstances beyond our control, including but not limited to, delays arising from unsafe conditions, inclement weather, the activities of other contractors, untimely delivery of vital components and/or components damaged during shipment.
10. **Drawings and Specifications:** Cyrco, inc. shall not be responsible for any defects caused by errors or omissions in the plans, designs, specifications, or drawings furnished by the Owner or Purchaser. Cyrco, inc. retains the right to change, modify or alter the design on cooling towers manufactured by Cyrco, inc. Cyrco, inc. will prepare drawings and specifications, if required, will submit copies thereof for Owner's or Purchaser's approval. All drawings and specifications are proprietary. All information contained therein is for the exclusive use of the Owner or Purchaser. No reproduction of drawings, schematics or specifications shall be permitted without the written consent of Cyrco, inc. No distribution of schematics or specifications shall be permitted for the express purpose of soliciting quotes or proposals from other vendors unless approved in writing from Cyrco, inc.
11. The Owner or Purchaser is responsible for all freight charges unless otherwise specified.
12. The Owner or Purchaser is responsible for all sales tax on materials unless otherwise specified.
13. **Terms of Payment:** Payment is due no later than thirty (30) days from the invoice date. Interest will be assessed on all invoices deemed past due at a rate of 1.5% per month. Cyrco, inc. reserves the right to modify the terms of payment. Deposit required on all Cyrco, inc. manufactured cooling towers.

# **Cyrco, inc.**

Post Office Box 7292 • Greensboro, North Carolina 27417 • (336) 668-0977 • Fax (336) 668-2610

## **Warranty**

1. **Cyrco, inc. warrants only that the materials, goods and services covered hereby and manufactured by it shall be free from defects in material and workmanship under proper and normal use and maintenance for a period of twelve (12) months from the date of delivery or completion of the work. The obligation of Cyrco, inc. under this warranty is strictly limited to the cost of repairing or replacing, as the Company may elect, any part or parts that prove in Cyrco, inc. judgment to have been defective in material or workmanship. All warranty claims must be made in writing to Cyrco, inc. within twelve (12) months from the date of delivery or job completion. Any claims not made within said period will be barred. Under no circumstances will Cyrco, inc. be liable for direct, indirect, incidental, or special or consequential damages. All warranty repairs must be made by Cyrco, inc. Any outside work or alterations done without Cyrco, inc. prior written approval will render this warranty void. This warranty shall not apply to any item which has not been installed, used and maintained in accordance with Cyrco, inc.'s recommended procedures or procedures generally accepted throughout the industry. Cyrco, inc. shall have no liability whatsoever where the goods have been altered, misused, abused or involved in an accident.**
2. **Cyrco, inc. will warrant for twelve (12) months all affected areas. Cyrco, inc. warranty shall not supersede the manufacturer's warranty on rotating parts. Work done by others is not covered under this warranty.**
3. **All materials used shall conform to CTI standards. All lumber shall C.C.A. treated, structural select or better, California Redwood or Douglas fir. All plywood shall be C.C.A. treated Douglas fir.**
4. **Cyrco, inc. shall warrant the thermal performance of cooling towers either manufactured or reconstructed by Cyrco, inc. The thermal design and operating capability of a cooling tower must be agreed upon in writing by the Owner or Purchaser and Cyrco, inc. prior to initiating the manufacturing or reconstruction process.**



# General Refrigeration Company

P.O. Box 140 Delmar, Delaware 19940 (302) 846-3073 FAX (302) 846-0262

E-mail: [info@GeneralRefrig.com](mailto:info@GeneralRefrig.com)

February 22, 2016

Berlin Power Plant  
10 Williams Street  
Berlin, MD 21811

Attn: Mr. Tim Lawrence

RE: Replace Fill and Drift Eliminators and Air Inlet Louver Retrofit for Cooling Towers

Bid #: 16-044

Dear Mr. Lawrence:

General Refrigeration Company is pleased to offer the following price to change out ALL of the Fill, the Drift Eliminators and retrofit the Air Inlet Louvers in your Evapco cooling towers – total of 4 cells. Please note the majority of this work will be done by a General Refrigeration subcontractor. Material used will be Evapco OEM certified material and not Brentwood Industries material. The Brentwood drift eliminators will perform equal to the Evapco OEM. However the fill has two big downfalls: (a) it is mechanically assembled (i.e. shorter life span and the sheets opens easier due to any possible ice build-up, mechanical deformation, or excessive scale build up) and (b) it does not have the needed alternating/pointed tips (which Evapco has tested, will result in about a 3% capacity loss to the tower).

Description of Work for Qty (1-1/3) Evapco M#AT12-836B3's [(4) total cells] S#984389 & 993524: NOTE: Before each service function is performed, the customer is required to de-energize condenser water pumps and cooling tower fan motors, adjust all valving in condenser water lines, turn off city water make-up supply and deactivate all electronic and pneumatic control systems that are necessary for the normal operation of the tower.

Replacement High Efficiency Fill Kit [for (4) cells of this (4) cell installation]:

- Remove and dispose of existing drift eliminators in customer supplied dumpster.
- Remove existing spray distribution systems (to be flushed clean and reused).
- Remove and dispose of existing fill bundles in customer supplied dumpster.
- Clean resultant debris from tower basin.
- Furnish and install new bundle-style EvaPak fill. This bundled style of fill is easy to remove and reinstall to allow future access to tower for maintenance and repairs.

- Reinstall spray distribution system and drift eliminators.

Replacement Drift Eliminators [for (4) cells of this (4) cell installation]:

- Furnish and install new CDX80 style drift eliminators

Air Inlet Louver Retrofit (Inner Material ONLY) [for (4) cells of this (4) cell installation]:

- Open existing air inlet louver frames and dispose of existing inner louver material in customer supplied dumpster (galvanized steel frames to be reused).
- Furnish and install all new WST air inlet louver material into existing frames and close frames.
- Reinstall air inlet louvers onto tower replacing any damaged or missing wing nuts.
- Clean area of any work related debris.

*Please note our price does not include dumpster rentals for disposal of all material. Berlin Power Plant will need to provide dumpsters.*

*Price: \$78,556.00 for work performed during normal working hours and consecutive days.*

Base Price Excludes:

*Any and all dumpster rentals  
Any and all premium time labor  
Any and all taxes/permits/bonds*

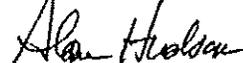
*This proposal contains proprietary information of General Refrigeration Company. Its contents may not be disclosed to other organizations or used for other than the expressed purpose without the written request of General Refrigeration Company.*

*By accepting this proposal, the owner and his representatives acknowledge and accept the terms and conditions as stated on the enclosed Acceptance of Proposal. The above price(s) may be withdrawn by General Refrigeration Company if not accepted within thirty (30) days from the date of this proposal.*

*Thank you for allowing General Refrigeration Company the opportunity of quoting this project. I do hope that the information as presented here meets with your approval; however, if you have any questions, please feel free to contact me.*

*Sincerely,*

GENERAL REFRIGERATION  
COMPANY

  
Alan Hudson

RAH/rah

ACCEPTANCE OF PROPOSAL

The price, specifications and conditions contained herein are satisfactory and are hereby accepted. General Refrigeration Company is authorized to do the above work as specified.

Project: Replace Fill, Drift Eliminators and Air Inlet Louver Retrofit for Cooling Towers

Bid #: 16-044

Date of Quote: February 22, 2016

Quoted Budget Price: \$78,556.00

Date of Acceptance: \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

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

Taxable: YES \_\_\_\_\_ or NO \_\_\_\_\_ Sales Tax Exemption #: \_\_\_\_\_

**\*\*Please provide a copy of your tax-exempt certificate if you are not taxable.**

MD License #562227

MD HVACR License #0009489

DE License #1992107250

SC Mechanical Contractor # M112230

VA Class A Contractor's License #2701-029806A

NC Refr. Contractor's License #3652

**TERMS AND CONDITIONS:** 20% down payment with placement of order, major equipment will be invoiced two weeks prior to delivery with payment due and required upon arrival at jobsite. Balance of project shall be invoiced with monthly progress billings, net due upon receipt of invoice. General Refrigeration Company reserves the right to add to any invoice outstanding more than 30 days a charge of 1% of the invoice amount. Invoices shall be paid by funds deposited in a U.S. bank within the continental United States. Due to the competitive nature of this proposal, no retainage may be deducted from any invoice. Any and all liquidated damages and/or loss of product and/or production are excluded. The warranty on new equipment (as stated by the Manufacturer) begins on date of startup. This warranty is contingent upon the full payment of this proposal. Should the full amount of this contract and/or any other outstanding invoices not be received by General Refrigeration Company, and all warranties shall be considered null and void. If no tax-exempt certificate is received by General Refrigeration Company with the purchase order, the project shall be considered taxable and the appropriate tax shall be added to the contract amount. This price may be withdrawn by us if not accepted within 30 days. Upon delivery to the jobsite; the equipment shall be covered by owner's insurance. General Refrigeration Company does not cover this equipment with Builders Risk or any other insurance. The above terms and conditions shall be binding and supersede any and all terms, conditions, and "boiler plate" from any verbal or written purchase order.

## Tim Lawrence

---

**From:** Alan Hudson <ahudson@generalrefrig.com>  
**Sent:** Monday, February 22, 2016 2:39 PM  
**To:** Tim Lawrence  
**Cc:** Steve Desautels; Frank Nechay; Terri Collins  
**Subject:** Proposal 16-044  
**Attachments:** Proposal 16-044.pdf

Tim,

Here is our proposal to replace the fill and drift eliminators in your Cooling Towers.

Best Regards,

**Alan Hudson**  
General Refrigeration Company  
36615 Old Stage Rd  
Delmar, DE 19940  
Ph.: 302-846-3073  
Fax: 302-846-0262

# ACCUPAC®

## FILM FILL MEDIA

VF19 PLUS

CF1200 AT

CF650

VERTICAL FLOW

CROSS FLUTED

VF3800

CFS3000

CF1900/CF1900 MA

OF21 MA

XF75 ID

CROSS FLOW HERRING BONE

XF75

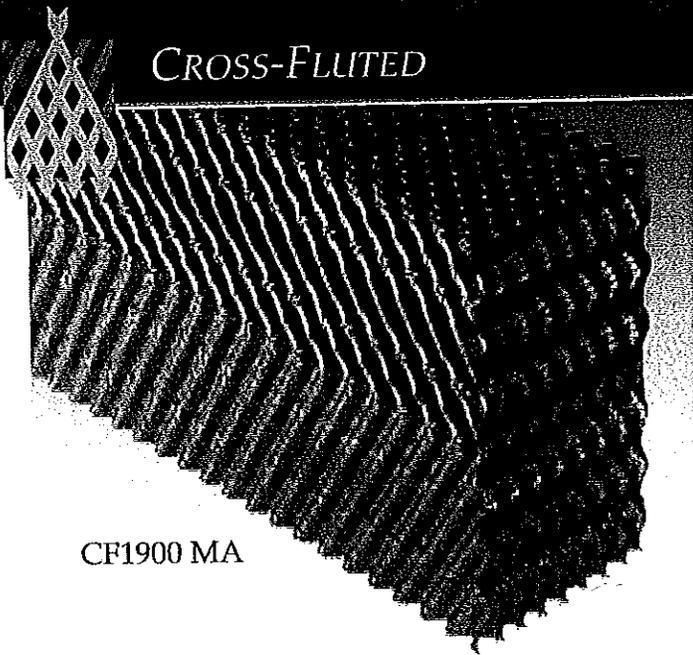
XF75 IL

### AccuPac® Film Fill Media

Cooling tower fills of the highest thermal performance and product quality in a broad selection of sheet spacings, flute designs, sheet thicknesses, and plastic compositions.

 **BRENTWOOD**  
INDUSTRIES

## CROSS-FLUTED



CF1900 MA

AccuPac® Cross-Fluted Fills improve water distribution by splitting the water stream as it descends through the fill pack. Brentwood's CF1900/CF1900 MA design splits the water stream 8 times in a 12" (305 mm) vertical path. High thermal performance (high KaV/L) and low pressure drop are achieved through engineered flute/microstructure design and the highest manufacturing standards.

### FEATURES & BENEFITS

- Bonded edge with dedicated bond points for added durability
- Engineered microstructure for improved water distribution and thermal mixing
- High thermal performance
- Improved water distribution
- Proprietary edge cutting technology produces square packs that efficiently direct water to both sides of sheet
- Material meets Cooling Tower Institute (CTI) Standard 136 (see back page)

### APPLICATIONS

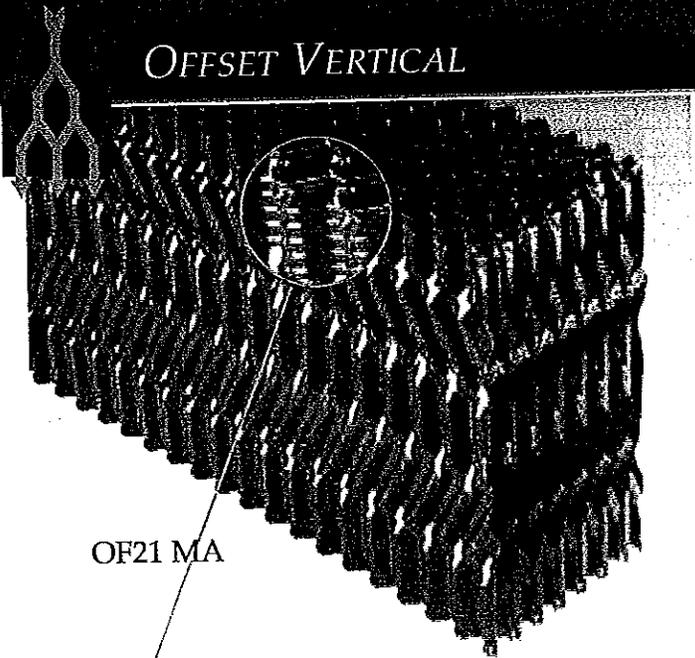
CF650: For scrubbers; oil/water separators; small biofilters; specialty applications.

CF1200 AT: For use in package counterflow towers (HVAC and general industrial applications) and as a distribution pad in 4" and 6" depths. Alternating Tips feature eliminates flooding at fill pack interfaces.

CF1900 & CF1900 MA (Mechanical Assembly): The popular choice for field-erected or package counterflow cooling towers. Can also be used in crossflow towers. For use in Power, Refining, Chemical, Steel, and Food Processing applications where water quality is "good".

CFS3000: For the same applications as the CF1900 & CF1900 MA, but the CFS3000's larger channels decrease fouling potential in lower-quality water.

## OFFSET VERTICAL



OF21 MA

AccuPac® Offset Vertical Fill combines the low-fouling characteristics of vertical flow with the enhanced water distribution of our cross-fluted designs. The OF21 MA's high KaV/L thermal performance and low pressure drop are similar to the CF1900/CF1900 MA design, but with lower potential for fouling.

### FEATURES & BENEFITS

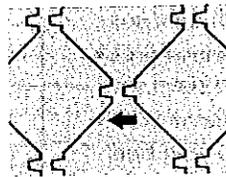
- High thermal performance.
- Lower fouling potential.
- Bonded edge with dedicated bond points for added durability
- Adhesive-free Mechanical Assembly (MA) technology is environmentally-friendly and allows fill packs to be assembled on-site without glue
- Proprietary edge cutting technology produces square packs that efficiently direct water to both sides of sheet
- Material meets Cooling Tower Institute (CTI) Standard 136 (see back page)

### APPLICATIONS

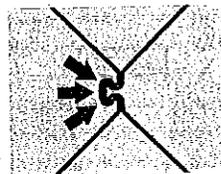
OF21 MA: For use in counterflow cooling towers (field-erected and package installations) in Power, Refining, Chemical, Steel, and Food Processing applications where water quality is "average". (See Brentwood Fill Selection/Water Quality Table)

### "MA" Technology

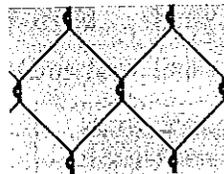
PAT. NOS. 6,544,628 and 6,640,427  
U.S. AND INT'L PATENTS



Male/Female attachment tabs align with and nest into the adjoining sheet's tabs.



Attachment tabs are pressure-sealed ...

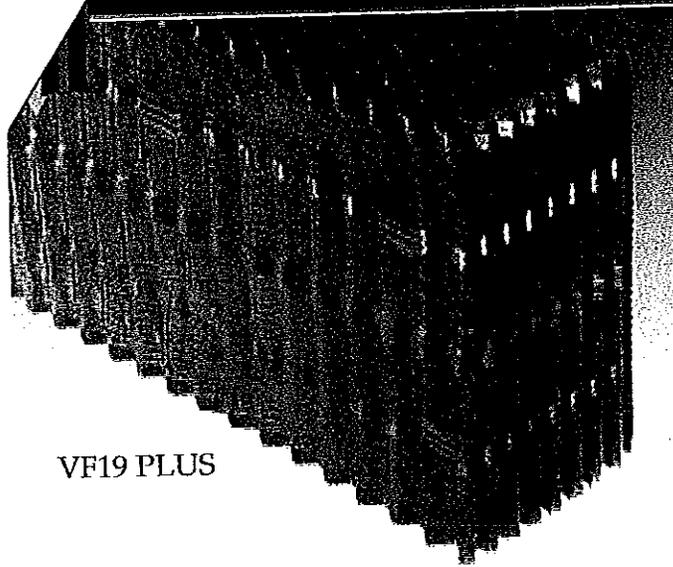


... creating a strong, permanent bond without glue, solvents, or adhesives!

### TECHNICAL SUPPORT

Thermal (KaV/L) Curves and Pressure Drop Curves are available for all Brentwood Film Fill Media to assist in selecting the appropriate fill capacity for your design. Other Brentwood technical assistance includes Installation Recommendations, Product Selection for Specific Water Quality, Thermal Ratings, and Product Storage Recommendations.

## VERTICAL FLOW

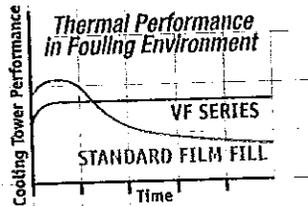


VF19 PLUS

AccuPac® Vertical Flow Fills feature vertical flow channels with large openings that produce the higher water velocities necessary to create an anti-fouling environment in the fill. In the VF19 PLUS we've added an engineered microstructure to the flutes to improve water distribution and thermal mixing.

### FEATURES & BENEFITS

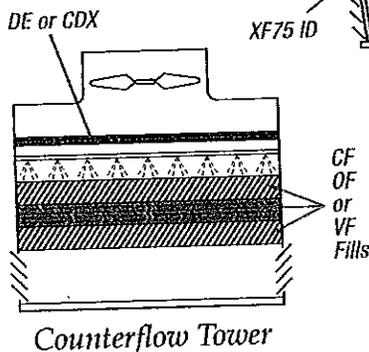
- Anti-fouling design
- Bonded edge with dedicated bond points for added durability
- Proprietary edge cutting technology produces square packs that efficiently direct water to both sides of sheet
- Material meets Cooling Tower Institute (CTI) Standard 136 (see back page)



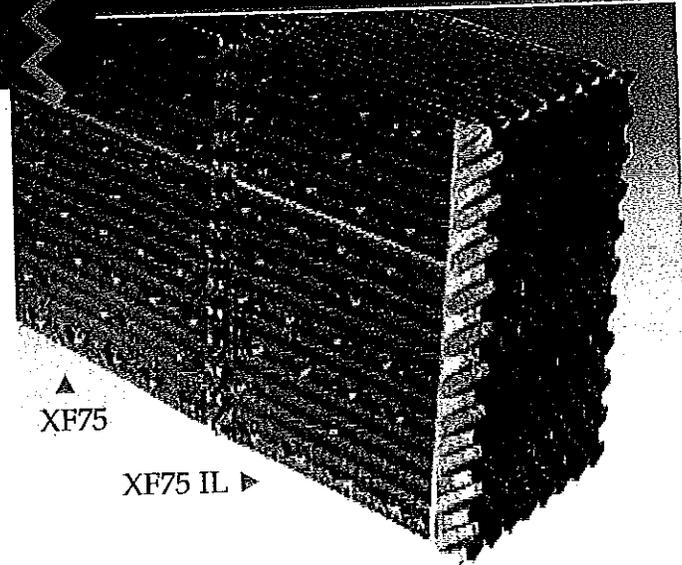
### APPLICATIONS

**VF19 PLUS:** For use in counterflow cooling towers where water quality is "poor" (poor make-up water or process contamination). Typical applications are Power, Refining, Chemical, Mining, and Food Processing. Because a cooling tower spray system's washing effect reduces the fouling potential of the top 12" (300mm) of fills, a top layer of OF21 MA or CF1900/CF1900 MA should be considered to improve overall performance.

**VF3800:** For the same counterflow applications as the VF19 PLUS, the VF3800 has larger, 38mm flute openings and no microstructure, for conditions where the fouling potential is greater.



## CROSS FLOW "HERRING BONE"



XF75

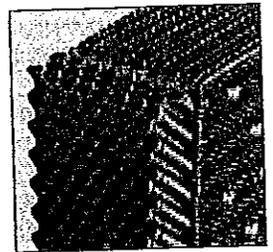
XF75 IL ▶

AccuPac® Cross Flow "Herring Bone" Fill uses a "herring bone" surface design engineered to distribute water evenly over the entire fill area for high thermal performance. The fill packs have honeycomb bonded edges on the air inlets and outlets, plus interlocking offsets that space the sheets and form strong, stackable packs. "Herring Bone" fills with integrated Inlet Louvers (XF75 IL) and Drift Eliminators (XF75 ID) complete this efficient, high-performance, crossflow media system.

### FEATURES & BENEFITS

- Superior air/water management for high thermal performance
- Engineered "herring bone" surface for even water distribution
- Bottom-supported for durability and ease of installation
- Integrated Inlet Louvers (XF75 IL) eliminate "splash out"
- Integrated Drift Eliminators (XF75 ID) reduce drift loss

▼ XF75 ID

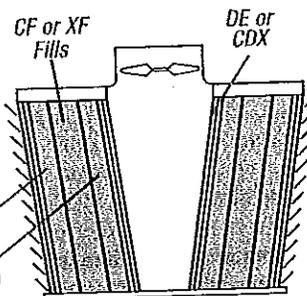


### APPLICATIONS

**XF75:** Designed on a 5° angle for easy installation in package crossflow towers (for HVAC and general industrial use).

**XF75 IL:** Integrated inlet louver with fill section for use with XF75 media.

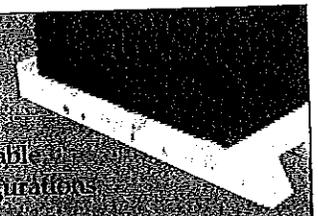
**XF75 ID:** Integrated drift eliminator with fill section for use with XF75 media. Other drift eliminators can be added for ultra-low drift loss.



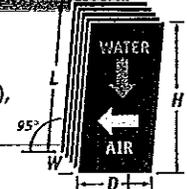
Crossflow Tower

### XF SUPPORT SYSTEM

Includes Base Supports, Fill Support Beams, and Front/Back Retainers. Available in a variety of sizes & configurations.



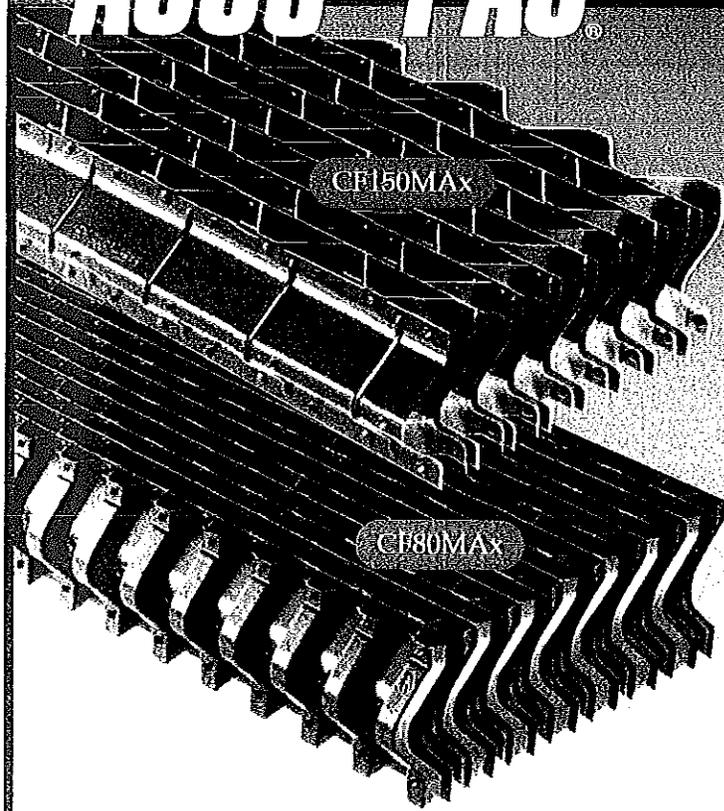
PART NO.	SURFACE AREA	SHEET SPACING	FLUTE ANGLE	SHEETS PER FT.	MEDIA PACK SIZES: Depth (D), Width (W), Length (L) - inches (mm)		
					MINIMUM	MAXIMUM	STANDARD
<b>CROSS FLUTED FILLS</b>							
CF650	119 ft <sup>2</sup> /ft <sup>3</sup> (390 m <sup>2</sup> /m <sup>3</sup> )	6.5 mm	30°	44	D: 4" (100) W: 6" (153) L: 1' (305)	D: 12" (305) W: 12" (305) L: 8' (2440)	D: 12" (305) W: 12" (305) L: 4' (1220), 6' (1829), or 8' (2439)
CF1200 AT	69 ft <sup>2</sup> /ft <sup>3</sup> (226 m <sup>2</sup> /m <sup>3</sup> )	12 mm	30°	26	D: 4" (100) W: 6" (153) L: 1' (305)	D: 12" (305) W: 12" (305) L: 12' (3660)	D: 12" (305) W: 12" (305) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
CF1900	48 ft <sup>2</sup> /ft <sup>3</sup> (157.5 m <sup>2</sup> /m <sup>3</sup> )	19 mm	30°	16	D: 6" (153) W: 6" (153) L: 1' (305)	D: 24" (610) W: 24" (610) L: 12' (3660)	D: 12" (305) or 24" (610) W: 12" (305) or 24" (610) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
CF1900 MA	48 ft <sup>2</sup> /ft <sup>3</sup> (157.5 m <sup>2</sup> /m <sup>3</sup> )	19 mm	30°	16	D: 12" (305) W: 6" (153) L: 1' (305)	D: 24" (610) W: 24" (610) L: 10' (3050)	D: 12" (305) or 24" (610) W: 12" (305) or 24" (610) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
CFS3000	31 ft <sup>2</sup> /ft <sup>3</sup> (102 m <sup>2</sup> /m <sup>3</sup> )	30 mm	30°	10	D: 12" (305) W: 6" (153) L: 1' (305)	D: 24" (610) W: 24" (610) L: 12' (3660)	D: 24" (610) W: 12" (305) or 24" (610) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
<b>CROSS FLOW VERTICAL FILLS</b>							
OF21 MA	45 ft <sup>2</sup> /ft <sup>3</sup> (147.8 m <sup>2</sup> /m <sup>3</sup> )	21 mm	NA	14.7	D: 11.8" (300) W: 5" (127) L: 1' (305)	D: 23.8" (605) W: 18" (400) L: 10' (3050)	D: 11.8" (300) or 23.6" (600) W: 18" (458) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
<b>VERTICAL FLOW FILLS</b>							
VF19 PLUS	47 ft <sup>2</sup> /ft <sup>3</sup> (154 m <sup>2</sup> /m <sup>3</sup> )	19 mm	0°	16	D: 11.8" (300) W: 6" (153) L: 1' (305)	D: 35.4" (900) W: 24" (610) L: 12' (3660)	D: 23.6" (600) W: 12" (305) or 24" (610) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
VF3800	40 ft <sup>2</sup> /ft <sup>3</sup> (131 m <sup>2</sup> /m <sup>3</sup> )	38 mm	0°	16	D: 24" (610) W: 6" (153) L: 1' (305)	D: 24" (610) W: 24" (610) L: 12' (3660)	D: 24" (610) W: 12" (305) or 24" (610) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
<b>CROSS FLOW "HERRING BONE" FILLS</b>							
XF75	51 ft <sup>2</sup> /ft <sup>3</sup> (167.4 m <sup>2</sup> /m <sup>3</sup> )	19 mm	NA	16	D: 12" (305) W: 6" (153) L: 2' (610)	D: 24" (610) W: 12" (305) L: 10' (3050)	D: 24" (610) W: 12" (305) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
XF75 IL	51 ft <sup>2</sup> /ft <sup>3</sup> (167.4 m <sup>2</sup> /m <sup>3</sup> )	19 mm	NA	16	D: 24" (610) W: 6" (153) L: 2' (610)	D: 24" (610) W: 12" (305) L: 10' (3050)	D: 24" (610) W: 12" (305) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
XF75 ID	51 ft <sup>2</sup> /ft <sup>3</sup> (167.4 m <sup>2</sup> /m <sup>3</sup> )	19 mm	NA	16	D: 24" (610) W: 6" (153) L: 2' (610)	D: 24" (610) W: 12" (305) L: 10' (3050)	D: 24" (610) W: 12" (305) L: 4' (1220), 6' (1829), 8' (2439), or 10' (3048)
XF SUPPORT SYSTEM (Base Supports; Fill Support Beams; and Front/Back Retainers) See Brentwood System Supports spec sheet.							



Brentwood sheet thicknesses are quoted in final gauge (as measured in field) of .008" (.203 mm), .010" (.254 mm), .015 (.381 mm), or your specific requirement. All Brentwood fill products are available in PVC and are UV stabilized. The PVC compounds used in Brentwood fills have outstanding resistance to weather exposure and are nearly impervious to chemical degradation by alkali, acids, greases, fats, oils, and biological attack. Brentwood PVC has excellent fire rating due to its self-extinguishing characteristics, and meets or exceeds Cooling Tower Institute Standard 136. HPVC (high temperatures), PP (polypropylene), and ABS plastics are also available for special applications.

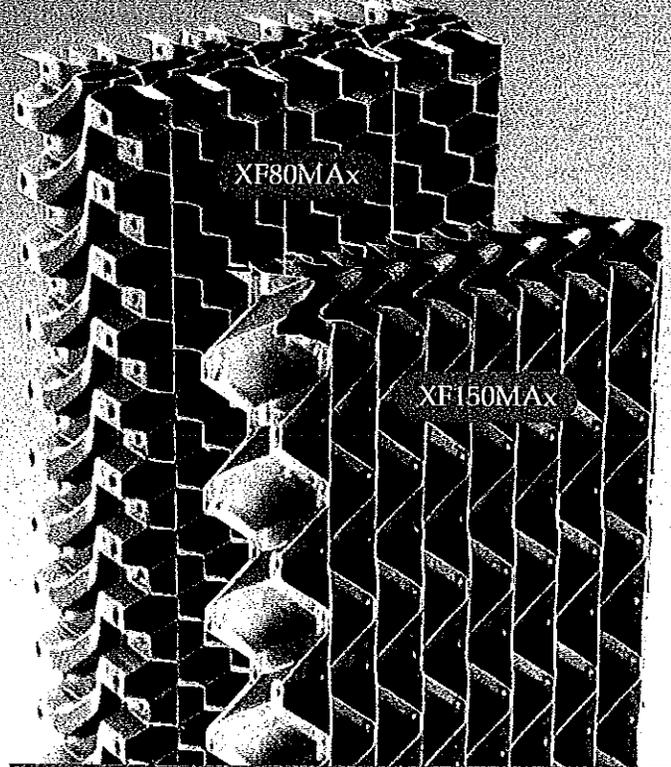
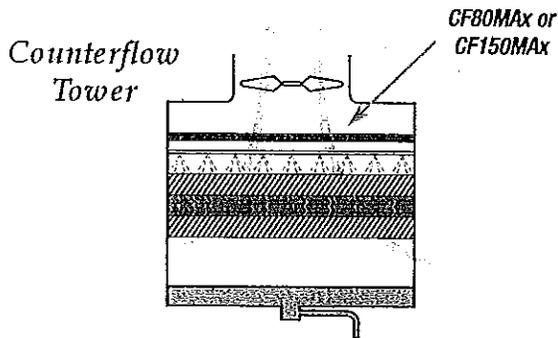
# ACCU-PAC

## CELLULAR DRIFT ELIMINATORS



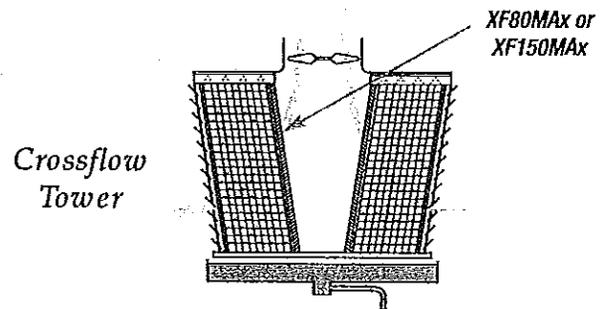
### COUNTERFLOW APPLICATIONS

Brentwood Counterflow Cellular Drift Eliminators are specifically-designed to achieve maximum drift removal. Unlike other drift eliminators designed for both counterflow and crossflow towers, Brentwood's counterflow eliminators have significantly lower pressure drop than dual-purpose eliminators.



### CROSSFLOW APPLICATIONS

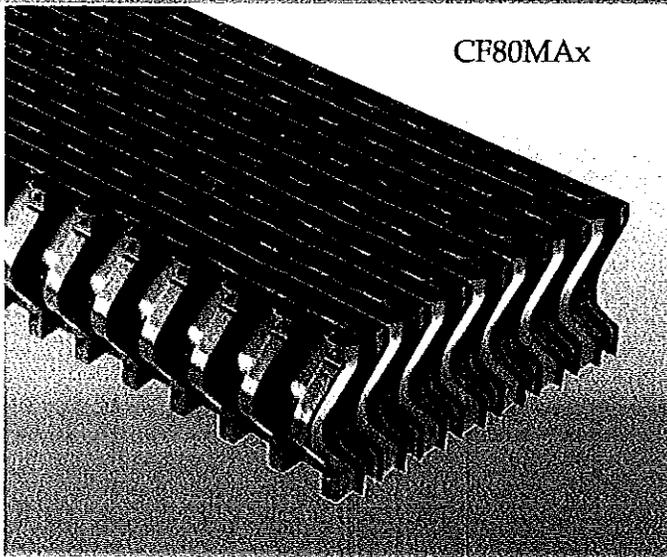
Brentwood Crossflow Cellular Drift Eliminators are specifically-designed to achieve maximum drift removal in crossflow applications by providing an upward flow path and a steep water drainage angle that directs the collected drift back to the wet section of the tower even when impacted by water spray.



Brentwood ACCU-PAC Cellular Drift Eliminator modules are constructed of a series of sinusoidal-shaped, corrugated, CTI STD-136, PVC sheets that are mechanically assembled to mating sinusoidal structural waves to form closed cells. These cells force the drift droplets carried in the airstream to make three distinct changes in direction. This diversion of the air flow creates centrifugal forces on the drift droplets, forcing them to be captured by inertial impaction with the cell walls and thereby removing the droplets from the airstream.

**BRENTWOOD**  
INDUSTRIES

# COUNTERFLOW CELLULAR DRIFT ELIMINATORS

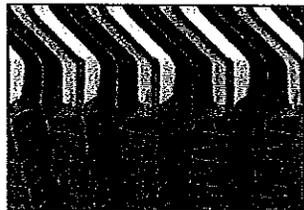


CF80MAX

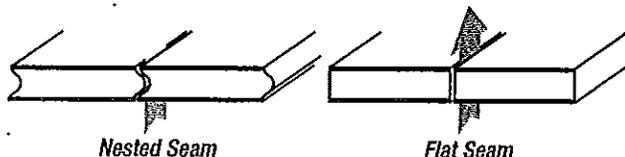
**CF80MAX Counterflow Cellular Drift Eliminators** are specifically-designed for applications requiring very low drift levels in counterflow Cooling Towers, Evaporative Cooling systems, Turbine Intake Hoods, and Scrubbers, providing the best drift removal efficiency. With field-verified drift test results of .0005% per CTI Standard 140 (the industry standard for testing of cooling tower drift), there is no need to use double layers of drift eliminators to achieve high drift-reduction efficiency.

## FEATURES & BENEFITS

- Beveled Drainage Tip design (right) reduces pressure drop by up to 25% (based on air velocity of 800 fpm [4.1 m/s]) over non-beveled designs.
- Patented "MA" (Mechanical Assembly) Technology for environmentally-friendly glue-free packs
- Heavy duty CF80MAX modules are strong enough to span 6 ft (1.8m), requiring fewer support beams and less air blockage.
- Can be field cut for a tight fit around columns and other structures without sacrificing structural integrity. Dri-Seals are recommended for maximum performance.
- All Brentwood Cellular Drift Eliminator modules "nest" with the adjoining modules (below) to provide "seamless" panel installations.
- Raw material meets CTI Standard 136 and has a flame spread rating of 25 or less per ASTM E84.

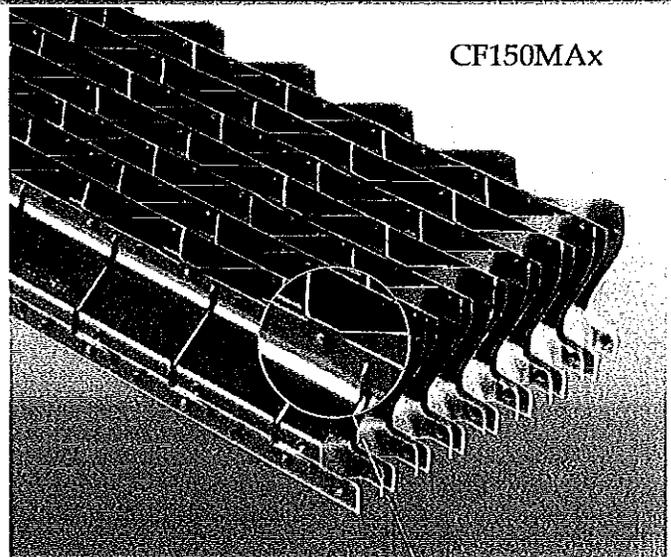


Beveled Drainage Tips



Nested Seam

Flat Seam



CF150MAX

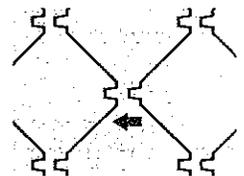
**CF150MAX Counterflow Cellular Drift Eliminators**, are cost-effective, high-efficiency cellular drift eliminators designed specifically for counterflow Cooling Towers and Evaporative Cooling systems. With over 10 million square feet installed worldwide, the 150-series has been our most popular drift eliminator.

## FEATURES & BENEFITS

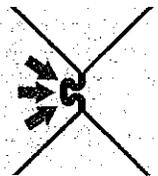
- Engineered flute design provides high performance at a cost-effective price.
- Patented "MA" (Mechanical Assembly) Technology for environmentally-friendly glue-free packs
- Heavy duty CF150MAX modules are strong enough to span 6 ft (1.8m), requiring fewer support beams and less air blockage.
- Can be field cut for a tight fit around columns and other structures without sacrificing structural integrity.
- All Brentwood Cellular Drift Eliminator modules "nest" with the adjoining modules (below left) to provide "seamless" panel installations.
- Raw material meets CTI Standard 136 and has a flame spread rating of 25 or less per ASTM E84.

## "MA" Technology

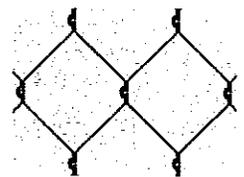
PAT. NOS. 6,544,628 and 6,640,427  
U.S. AND INT'L PATENTS



Male/Female attachment tabs align with and nest into the adjoining sheet's tabs.



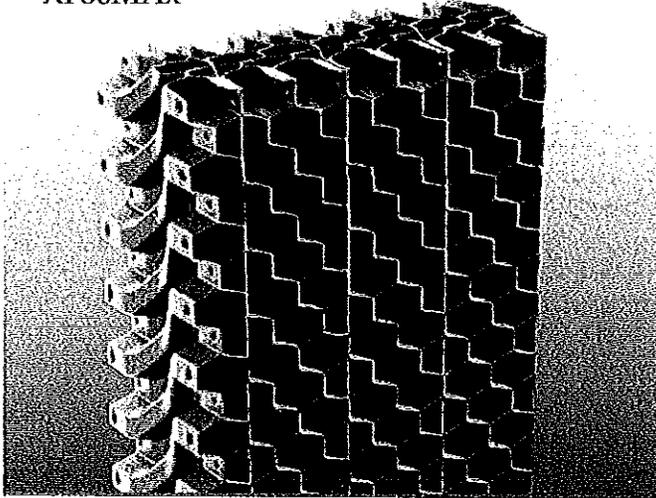
Attachment tabs are pressure-sealed ...



... creating a strong, permanent bond without glue, solvents, or adhesives!

# CROSSFLOW CELLULAR DRIFT ELIMINATORS

XF80MAx



XF80MAx Crossflow Cellular Drift Eliminators provide the best available drift removal efficiency on the market today. The upward flow path, steep water drainage angle, and "tuned venturi section" make this the ideal product for factory-built crossflow towers.

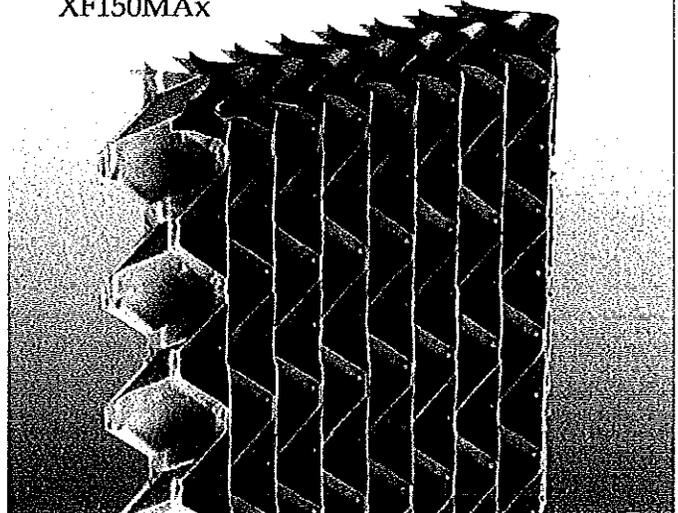
## FEATURES & BENEFITS

- The upward flow path and steep water drainage angle maximizes the drift removal for crossflow applications, making it fully-effective even when installed vertically.
- The engineered venturi design (right) increases the velocity of the exit airflow to "scrub out" smaller droplets.
- The .86" (21.8 mm) flute spacing effectively removes drift (at the lowest pressure drop) in crossflow towers with high air velocities up to 800 fpm (4.0 m/s).
- Patented "MA" (Mechanical Assembly) Technology for environmentally-friendly, glue-free packs
- Can be field cut for a tight fit around columns and other structures without sacrificing structural integrity.
- All Brentwood Cellular Drift Eliminator modules "nest" with the adjoining modules (far left) to provide "seamless" panel installations.
- Raw material meets CTI Standard 136 and has a flame spread rating of 25 or less per ASTM E84.



Tuned Venturi Section

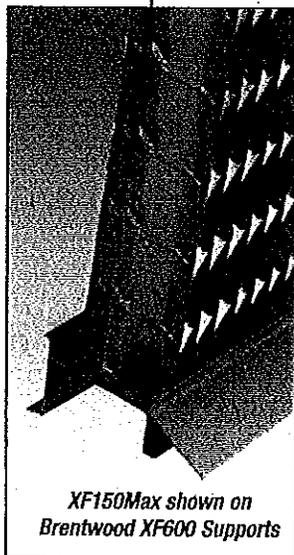
XF150MAx



XF150MAx Crossflow Cellular Drift Eliminators are specifically-designed to achieve maximum drift removal efficiency in Crossflow Cooling Towers by providing an upward flow path and discharge angle of 40-55° from horizontal (depending on installation angle) and molded-in drainage channels that direct the collected drift back to the wet section of the tower even when impacted by water spray.

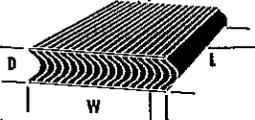
## FEATURES & BENEFITS

- The upward flow path and discharge angle of 40-55° increases fan efficiency by reducing pressure drop.
- Installed at the standard 10° from vertical (as shown at left on Brentwood XF-600 Supports), XF150MAx modules are strong enough to span 10 ft. (3.0 m), requiring fewer support beams and less air blockage.
- Patented "MA" (Mechanical Assembly) Technology for environmentally-friendly, glue-free packs
- Can be field cut for a tight fit around columns and other structures without sacrificing structural integrity.
- High surface area (flute height of 1.50" [38mm]) provides high performance at a cost-effective price.
- All Brentwood Cellular Drift Eliminator modules "nest" with the adjoining modules (far left) to provide "seamless" panel installations.
- Raw material meets CTI Standard 136 and has a flame spread rating of 25 or less per ASTM E84.

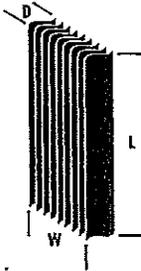


XF150Max shown on Brentwood XF600 Supports

PRODUCT NUMBER	CELL SIZE	MODULE DIMENSIONS inches (mm)			SHEET THICKNESS*	DRY WEIGHT	MAX. SPAN**	DRIFT LOSS
		DEPTH (D)	WIDTH (W)	STANDARD LENGTHS (L)				
<b>COUNTERFLOW</b>								
CF80MAx	.86 in (21.8 mm)	5.25 in (133 mm)	12 in (305 mm)	2 to 12 ft. (610 to 3658 mm) in 1 ft. (305 mm) increments up to 6 ft. (1829 mm) and in 2 ft. (610 mm) increments over 6 ft. (1829 mm)	.013 in (.33 mm) Standard	1.6 lbs/ft <sup>2</sup> (7.8 kg/m <sup>2</sup> )	4 ft (1.2 m)	.0005%
			or 18 in (457 mm)		.020 in (.51 mm) Heavy Duty	2.2 lbs/ft <sup>2</sup> (10.7 kg/m <sup>2</sup> )	6 ft (1.8 m)	
CF150MAx	1.500 in (38.1 mm)	5.25 in (133 mm)	12 in (305 mm)	2 to 12 ft. (610 to 3658 mm) in 1 ft. (305 mm) increments up to 6 ft. (1829 mm) and in 2 ft. (610 mm) increments over 6 ft. (1829 mm)	.015 in (.38 mm) Standard	1.0 lbs/ft <sup>2</sup> (4.9 kg/m <sup>2</sup> )	4 ft (1.2 m)	.001%
			or 18 in (457 mm)		.020 in (.51 mm) Heavy Duty	1.4 lbs/ft <sup>2</sup> (6.8 kg/m <sup>2</sup> )	6 ft (1.8 m)	



<b>CROSSFLOW</b>								
XF80MAx	.86 in (21.8 mm)	5.25 in (133 mm)	24 in (610 mm)	2 to 12 ft. (610 to 3658 mm) in 1 ft. (305 mm) increments up to 6 ft. (1829 mm) and in 2 ft. (610 mm) increments over 6 ft. (1829 mm)	.013 in (.33 mm) Standard	1.1 lbs/ft <sup>2</sup> (5.4 kg/m <sup>2</sup> )	8 ft (2.4 m)	.0005%
					.020 in (.51 mm) Heavy Duty	1.5 lbs/ft <sup>2</sup> (7.3 kg/m <sup>2</sup> )	10 ft (3.0 m)	
XF150MAx	1.500 in (38.1 mm)	5.25 in (133 mm)	12 in (305 mm) or 18 in (457 mm)	2 to 12 ft. (610 to 3658 mm) in 1 ft. (305 mm) increments up to 6 ft. (1829 mm) and in 2 ft. (610 mm) increments over 6 ft. (1829 mm)	.015 in (.38 mm) Standard	1.0 lbs/ft <sup>2</sup> (4.9 kg/m <sup>2</sup> )	8 ft (2.4 m)	.001%
					.020 in (.51 mm) Heavy Duty	1.4 lbs/ft <sup>2</sup> (6.8 kg/m <sup>2</sup> )	10 ft (3.0 m)	

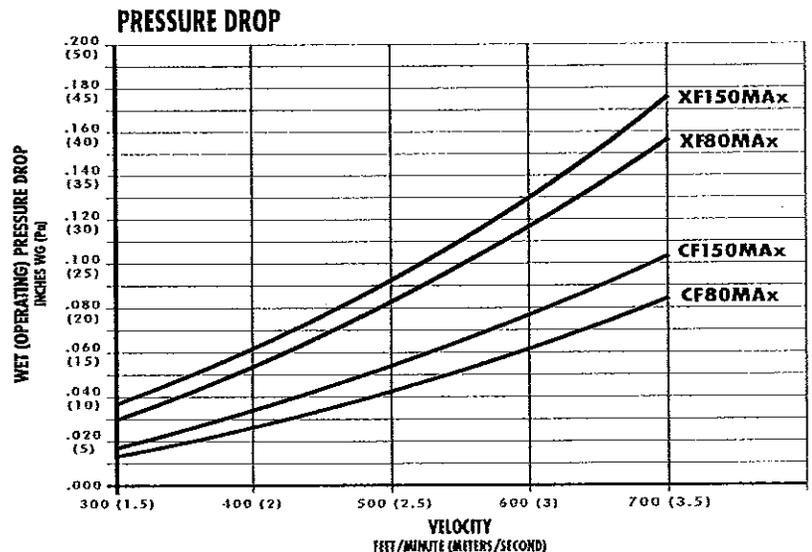


\* Nominal sheet thickness after forming

\*\* Counterflow: Tested at a maximum air temperature of 115°F (46°C) with 2 inch (51 mm) wide supports.  
Crossflow: Tested at a maximum air temperature of 115°F (46°C) installed at a 10° maximum angle.

### MATERIALS

All Brentwood Cellular Drift Eliminators are made from PVC material that meets CTI (Cooling Technology Institute) Standard 136 and are UV protected. These PVC compounds have outstanding resistance to weather exposure, and are nearly impervious to chemical degradation by alkalis and acids, grease, fats, oils, and biological attack. PVC has an excellent fire rating due to its self-extinguishing characteristics.



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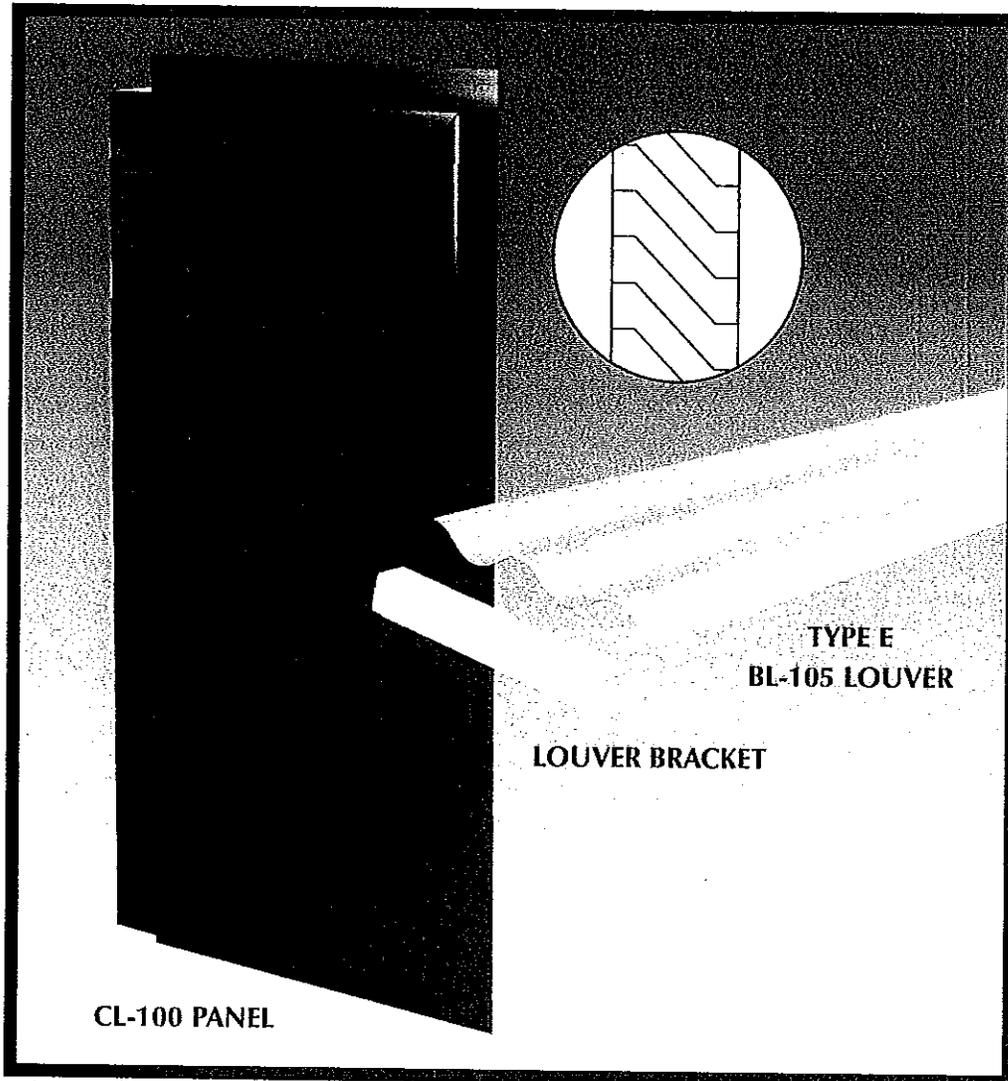
Brentwood Asia, Ltd., A3 Floor, Le Concorde Tower, 202 Rajchadopisek Road, Huaykwang, Bangkok 10310, Thailand, Phone 662-694-1060-2, Fax 662-694-1063, Email [asiasales@brentw.com](mailto:asiasales@brentw.com)

Brentwood Europe s.r.o., Plzenska 610, 338 05 Myto, Czech Republic, Phone +420 371 595 795, Fax +420 371 580 795, Email [europesales@brentw.com](mailto:europesales@brentw.com)

[www.brentwood-ind.com/cool](http://www.brentwood-ind.com/cool)

# **ACCU-PAC<sup>®</sup>**

## **INLET LOUVERS**



Cellular and blade type louvers are designed to improve air flow into the cooling tower, eliminate water splash-out which can cause icing problems and restrict the amount of sunlight into the cooling tower to reduce algae growth.

 **BRENTWOOD**  
INDUSTRIES

# AccuPac® Inlet Louvers

**INLET LOUVERS** - Nearly all induced draft water cooling towers use corrugated blade type louvers to prevent water from splashing out of the air inlet. In the past, these louvers were either cement asbestos or fiberglass. Brentwood Industries now offers two new products to improve the operational efficiency and aesthetics of your cooling tower.

**TYPE E, BL105 - BLADE TYPE LOUVER** - This louver is designed using special outdoor weatherable compounds of heavy duty solid PVC to assure long-term maintenance-free performance. Heavy duty extruded PVC louvers offer the following advantages:

- **Durability** - PVC is extremely rugged and will not chip, crack, flake, or corrode in normal cooling tower water. PVC is impervious to chemical attack due to alkalis, acids, fats, grease, and oils.
- **Compatibility and Ease of Use** - The Type E Louver is available in the standard 4.2 corrugation used by nearly all cooling towers. It is available in a standard width of 10.5' (267mm), and lengths up to 20 ft. (6.1m).
- **Low Maintenance** - Virtually maintenance-free, the smooth surface of the louver makes it more difficult for algae and scale to attach to it, and easier to keep clean if they do.
- **Safety** - Louvers are easy and safe to handle and cut. There are no worker hazards or special safety precautions necessary, as there are with asbestos cement or glass fiber products.
- **UV Resistance** - The PVC compounds used in our louvers are specially formulated for UV resistance.
- **Colors** - TYPE E Louvers are offered in standard white to light gray for most applications, but can be purchased in quantity in most any color to match nearby buildings, etc. White or other light colors offer the best protection against solar heat absorption and fading.

- **Fire Resistance** - TYPE E Louvers are non-combustible and self extinguishing.

**CL-100 - CELLULAR TYPE LOUVER** - The CL-100 Cellular Louver is a special product manufactured exclusively by Brentwood Industries. It is used in place of standard blade type louvers in a wide variety of applications. It can be used in the air inlet for both package and field erected counter flow and straight sided cross flow towers. Fresh air make-up systems, air pollution control scrubbers, and VOC strippers are other types of applications where the CL-100 can be utilized.

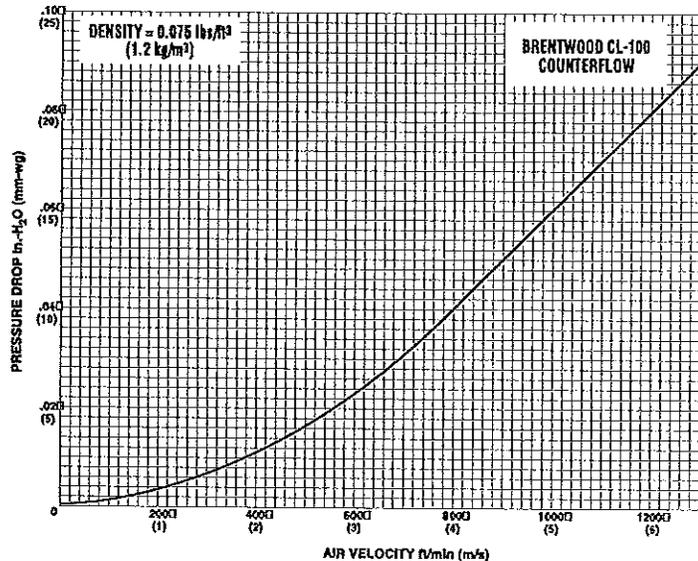
The CL-100 is a simple and cost effective way to prevent debris and rain from entering, and cooling water from leaving the cooling tower, thereby saving costs in lost water treatment chemicals and water, and minimizing near site water damage problems and icing.

The CL-100 Cellular Inlet Louver offers the following advantages:

- **Durability** - 100% PVC Construction means the CL-100 is completely resistant to rot, corrosion or chemical attack.
- **Low Light Transmission** - The CL-100 permits very little light to pass through due to its configuration and black color. This means less chemical costs due to reduced algae growth on the interior surfaces of the cooling tower system.
- **Ease of Use** - The CL-100 comes in convenient modules that are 12' (305mm) wide, and up to 10 ft. (3.05m) long.
- **Optional Panel Construction** - In order to make installation simpler, a Brentwood custom PVC extrusion is used to fabricate the modules into custom panels (see picture on front side) with mounting flanges on 1, 2 or all 4 sides. This makes installation easier and allows for easy access for cleaning and maintenance.

SPECIFICATIONS	CL-100	BL-105	LOUVER BRACKET
Material	PVC	PVC	PVC
Color	Black	White	White
Thickness/Corrugated	2.5" (63.5 mm)	1.0625" x 4.2" (27 mm x 106.7 mm)	1.5" (38.1 mm)
Module Width	12' (305 mm)	10.5' (267 mm)	1.5' (38.1 mm)
Module Length	1 ft. (305 mm) incr. to 10 ft. (3050 mm) max.	to 20 ft. (6.1 m)	Std. - 9.5', 20' & 41' (240, 510, 1040 mm)
Panel Width	Max. 48" (1220 mm)	N.A.	N.A.
Panel Length	Max. 72" (1829 mm)	N.A.	N.A.
Light Reduction	70:1 (GD-X-80, 30,000:1)	N.A.	N.A.
Noise Attenuation	~ 3dB reduction	N.A.	N.A.
Gauge	.015" (.38 mm)	.125" (3.2 mm)	.075" (1.9 mm)

Brentwood fill products are available in PVC and HPVC, and are UV stabilized. The PVC compounds used in Brentwood fills have outstanding resistance to weather exposure, and are nearly impervious to chemical degradation by alkalis and acids, grease, fats, oils and biological attack. PVC has an excellent fire rating due to its self-extinguishing characteristics. Brentwood PVC material meets CTI (Cooling Tower Institute) Standard 136.



Request "Brentwood's Installation Drawing" for further detail.

**BRENTWOOD INDUSTRIES**

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email: ctsales@brentw.com



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316



February 25, 2016

**Mayor**

Wm. Gee Williams, III

**Vice President**

Elroy Brittingham, Sr.

**Council Members**

Dean Burrell, Sr.

Thomas Gulyas

Lisa Hall

Troy Purnell

**Town Attorney**

David Gaskill

**Town Administrator**

Laura Allen

Hon. James W. Gilchrist  
House Office Building, Room 219  
6 Bladen St.  
Annapolis, MD 21401

Re: Support for House Bill 1108

Dear Delegate Gilchrist:

On behalf of the Berlin Mayor and Council, I'm writing in support of House Bill 1108.

Our Town successfully implemented a stormwater utility on July 1, 2013 with broad support from our community. Our county government and local school systems have paid their stormwater fees from the beginning, just as the Town has paid stormwater fees for its properties.

Your bill makes it clear that state, and county governments as well as colleges, universities and local school systems need to be part of the stormwater solution. Often, these institutions have large facilities with large impervious surfaces, such as parking lots, which contribute significant amounts of run off. Big contributors to the problem need to be big contributors to the solution.

We appreciate you introducing legislation that clarifies the situation.

Sincerely,

Wm. Gee Williams, III  
Mayor

CC: Senator Jim Mathias  
Delegate Mary Beth Carozza  
Delegate Charles Otto