



## BERLIN MAYOR AND COUNCIL

### Meeting Agenda

Berlin Town Hall  
10 William Street

Monday, February 10, 2020

**6:00 PM EXECUTIVE SESSION – Conference Room**

- a. Pursuant to Section §3-305(b)(14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

**6:30 PM BUDGET WORKSESSION – Initial Discussion – Council Chambers**

**7:00 PM REGULAR SESSION – Council Chambers**

1. Approval of the Minutes for:
  - a. Regular Session of 01/27/20
2. Atlantic General Hospital Annual Presentation  
Michael Franklin, CEO
3. Motion 2020-04; Worcester County Recreation and Parks - Tennis & Toddler programs  
Myro Small, Worcester County Recreation & Parks
4. Motion 2020-05; Special Collections Policy  
Town Administrator Jeff Fleetwood and Public Works Superintendent Dave Wheaton
5. Public Hearing: Resolution 2020-01 Annexation of Two Farms (former McDonald's) property,  
Rt. 50 & Seahawk Road programs  
Dave Englehart, Planning Director
6. Departmental Reports
7. Town Administrator's Report
8. Comments from the Mayor
9. Comments from the Council
10. Comments from the Public
11. Comments from the Press
12. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Jeffrey Fleetwood at (410) 641-4002. 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

## FY 2021 Estimated

### RE Tax Rate Scenarios

#### Net RE base is Per Department of Assessment

		Additional Revenues	% change
FY19 Net assessable real property base *	436,263,101		
Tax Rate per \$100	0.8000		
*(Homestead Tax Credit NOT Adjusted)			
FY 2021 Revenue Projected	\$ 3,490,105		

Net assessable real property base	436,263,101		
Tax Rate per \$100	0.8300		
FY 2021 Revenue Estimated	3,620,984	130,879	3.75%

Net assessable real property base	436,263,101		
Tax Rate per \$100	0.8500		
FY 2021 Revenue Estimated	3,708,236	218,132	6.25%

Net assessable real property base	436,263,101		
Tax Rate per \$100	0.8700		
FY 2021 Revenue Estimated	3,795,489	305,384	8.75%

RE Property Assessed at	\$200,000	Tax Bill @.80C	\$1,600.00
		Tax Bill @.83C	\$1,660.00
		Tax Bill @.85C	\$1,700.00
		Tax Bill @.87C	\$1,740.00

<b>Employees' Pay Increase Projections</b>
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Total Regular Employees Current Annual Wages	\$ 2,972,041
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Increase 2%	\$ 59,441
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Increase 3%	\$ 89,161
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One Time Pay of \$500	\$ 30,700
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One Time Pay of \$750	\$ 44,740
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		<b>Including Police Officers's Increase</b>
Increase of 2% and \$500	\$ 90,141	\$ 151,050
Increase of 2% and \$750	\$ 104,181	\$ 165,090
Increase of 3% and \$500	\$ 119,861	\$ 180,771
Increase of 3% and \$750	\$ 133,901	\$ 194,811

Total Sworn Police Officers Current Annual Wages	\$ 676,770
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Increase 9%	\$ 60,909
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**MAYOR AND COUNCIL OF BERLIN, INC**  
**TOWN OF BERLIN, MARYLAND**  
**FY 2021 CAPITAL BUDGET (OPTION A)**  
**GENERAL FUND**

<b>REVENUES</b>	Community Parks Playground Grant	(107,500)
	General Fund Revenues	(1,000)

**EXPENDITURES**

## Parks and Recreation

Henry's Park Basketball Lights	108,500
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<b>REVENUES</b>	State HWY User Grant	(222,700)
	General Fund Revenues	(50,000)

**EXPENDITURES**

## Streets Department

Concrete/Sidewalk/Streets Projects	
Harrison Avenue Repair/Overlay	81,700
Esham Avenue North	20,000
Graham Avenue	21,000
Flower Street North	100,000
Heated Hose CrackPro Machine	50,000
<b>Total Streets Department</b>	<b>272,700</b>

<b>REVENUES</b>	General Fund Revenues	(123,000)
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**EXPENDITURES**

## Building and Grounds

Town Hall Windows and Doors	35,000
Police Department	
Chevrolet Tahoe	40,000
Crossmatch Patrol 10 Print System	18,000
Public Works Department	
Ford F150 4x4 Pick Up Truck	30,000
To replace 1989 Ford F150	
<b>Total Building and Grounds, Police, Public Works</b>	<b>123,000</b>

<b>TOTAL EXPENDITURES</b>	<b>\$ 504,200</b>
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Grant Revenues	(330,200)
General Fund Revenues	(174,000)
<b>TOTAL REVENUES</b>	<b>\$ (504,200)</b>



**BERLIN MAYOR AND COUNCIL**  
**Meeting Minutes**  
**Monday, January 27, 2020**

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

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

**Staff Present:** Town Administrator Jeff Fleetwood, Deputy Town Administrator Mary Bohlen, Finance Director Natalie Saleh, Water Resources Director Jamey Latchum, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, and Public Works Superintendent Dave Wheaton. Police Chief Arnold Downing joined the meeting in progress at approximately 7:20 p.m.

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

1. Approval of the Minutes for:

a. Executive Session of 01/13/20:

On the motion of Councilmember Gulyas, the Executive Session minutes of January 13, 2020 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

b. Statement of Closure for Executive Session of 01/13/20:

Mayor Williams read the Statement of Closure.

c. Regular Session of 01/13/20:

On the motion of Councilmember Gulyas, the Regular Session Minutes of January 13, 2020 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

2. Berlin Fire Company and Emergency Medical Services Quarterly Presentation – Fire Company representatives were not present when called, so the Mayor moved on to the Coast Kids Request. Motion 2020-02 Approving Coast Kids proposal for the improvement/expansion of the Henry Park Pollinator Garden.

Ms. Verena Chase of the Assateague Coastal Trust and Berlin Parks Commission Chair Mike Wiley appeared before the Mayor and Council. Ms. Chase explained that the Coast Kids were seeking to expand the existing Pollinator/Rain Garden in Henry Park by approximately 9 'X 25 ' and would be planting approximately 100 native plants in the spring. A river rock border, mulch & signage would also be installed. Ms. Chase noted that grants had been applied for through Keep Maryland Beautiful and the Community Foundation; she expected to receive notification of award in March. Ms. Chase also noted that the Town would need to maintain the garden going forward. In response to a question from Councilmember Burrell, Ms. Chase indicated that they would not be able to proceed without the grant funds. Councilmember Burrell moved to approve the Motion. Mr. Wiley noted that the Parks Commission was in support of the request and the project. Mayor Williams called Councilmember Burrell's motion and approval was unanimous.

3. Berlin Fire Company and Emergency Medical Services Quarterly Presentation.

Mr. David Fitzgerald, President, John Holloway, EMS Captain and R.J. Rhoad, 1<sup>st</sup> Assistant Chief appeared before the Mayor and Council. Mr. Holloway reviewed a presentation regarding the operations of the Emergency Medical Services and Mr. Fitzgerald presented budgetary information for the EMS, noting that expenditures were at approximately 51% of budget, which was on target for the time of year. Councilmember Tyndall asked Mr. Holloway if there was consistency in the busiest days of the week and Mr. Holloway indicated that there was some consistency. Councilmember Tyndall also asked if the Fire Company would be selling the old ambulance and Mr. Fitzgerald indicated that they would.

Mr. Rhoad reviewed the presentation regarding the operations of the Fire Company and Mr. Fitzgerald reviewed the budgetary information, noting that there had been several unexpected costs to date and that expenditures were at approximately 47%, which was on target.

Mr. Fitzgerald noted that they Fire Company was working with Worcester Recreation and Parks to have an artificial ice rink temporarily installed at the Fire Company as a fund raiser. He also noted that the Fire Company was hosting the Delmarva Firefighters Convention for 2020.

Ms. Peggy Hagy in the audience asked if the information regarding the number of calls including assistance to other departments and it was indicated that that was correct.

Mayor Williams asked when the financial audit could be expected, and Mr. Fitzgerald indicated that he expected it to be available very soon. Mayor Williams noted that the Town was seeking to develop a proportionate funding formula, but that the development of a good system would take some time. Discussion followed regarding how funds are allocated from the County to the municipalities.

Mr. Donald Fletcher in the audience asked if the Fire Company works with other agencies for cooperative purchasing for items such as fuel. Mr. Fitzgerald indicated fuel was purchased in bulk.

Mr. Fletcher asked about the status of the former library building and Mr. Fitzgerald indicated that it had been converted for the Fire Company’s use, particularly as a conference center.

Chief Downing had joined the meeting in progress during the Fire Company presentation.

4. Worcester Youth and Family Counseling Annual Presentation

Dr. Jen Leggour, Executive Director, introduced herself to the Mayor and Council. Ms. Tiffany Scott, Youth Coordinator provided a presentation to the Mayor and Council of the Youth Program activities in the past year. Brief discussion followed regarding the Youth Program.

5. Heron Park Cleanup

- a. Groundwater evaluation as directed by Maryland Department of the Environment (MDE). Mayor Williams provided a recap of work and activities that had been done/occurred since the chemical spill earlier in 2019 and noted that MDE was requiring that the Town have certain testing performed at on-site wells.

Mr. Fleetwood noted that a poll vote of the Council to approve the contract to EA Engineering for an amount not to exceed \$12,981.26 had been conducted via email with approval as follows:

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

\*Mr. Fleetwood had indicated that Councilmember Burrell had not voted and, having received three affirmative votes, his vote was not needed to proceed. Councilmember Burrell spoke to Mr. Fleetwood outside the Council Chambers and indicated that he believed that he had voted in the affirmative, therefore the vote indicated above is reflective of that. Therefore, the votes received were written (via email) from Councilmembers Brittingham, Purnell, Gulyas and verbal to Mr. Fleetwood from Councilmember Burrell. Councilmember Tyndall had not voted yes or no, therefore was considered to have abstained.

Mr. Fleetwood explained that EA Engineering had been contracted for the task because, having already performed much of the on-site work, they were already familiar with the site and would not incur additional charges to become familiar with the site. He further explained that the proposed scope of work needed to be approved by MDE before testing could begin.

An audience member asked if the contract price covers testing for all the wells and Mr. Fleetwood indicated that it did. Ms. Bootsie Fletcher asked if local estuaries would be impacted and Mr. Fleetwood indicated that they would not. Ms. Marie Velong asked what would happen if the testing indicated a problem and Mr. Fleetwood indicated that additional testing further out from the site would need to be conducted. In response to an additional question from Ms. Velong he confirmed that such testing and remediation would be at the Town’s expense.

Councilmember Tyndall asked that his email be attached to these minutes.

- b. Mr. Fleetwood reviewed several “before” and “after” pictures of demolition sites on the Heron Park property noting the hard work of the Public Works and Water Resources departments in accomplishing the debris removal. Ms. Velong asked what the cost for the work was and Mr. Fleetwood indicated that it was roughly \$560.00 in tipping fees and \$1,800 to a contractor who would be moving dirt the following week. Councilmember Tyndall noted that the proposals received had been for approximately \$54,000. Ms. Velong also asked what labor costs were and Mr. Fleetwood indicated that he did not have those figures, but that it was approximately 120 man-hours.

6. Public Hearing: Ordinance 2020-01 Amending Chapter 24 “Solid Waste”

Mayor Williams asked Mr. Gaskill to confirm that the language changes in the Ordinance were primarily of a “housekeeping” nature; Mr. Gaskill indicated that the changes were to bring the Code into agreement with current practice and deferred to Ms. Bohlen for further explanation. Ms. Bohlen agreed.

Ms. Velong asked if the imposition of fees would be discussed prior to implementation and it was indicated that that was the case; it was staff’s intention to bring the bulk collection policy before the Mayor and Council at their February 10, 2020 Meeting. Another audience member indicated her understanding that the Ordinance allowed fines for bulk waste to be imposed and initiated a discussion regarding the proposed bulk collection fees. Ms. Bohlen reminded all that the current discussion was a Public Hearing for the Ordinance 2020-01, which did not include such fees or changes to the bulk collection program. She further indicated that the reference to staff imposition of fees was for circumstances which needed to be addressed immediately, without time to come before the Mayor and Council.

Mayor Williams asked for a motion and Councilmember Purnell moved to approve the Ordinance as written. Approval was unanimous as follows:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

7. Motion 2020-03 Creation of Loading/Unloading Zone on Pitt Street and 15-minute Parking Spaces on Commerce Street

Ms. Wells noted that this subject had initially been discussed at the January 13, 2020 Mayor and Council Meeting. Based on that discussion, a Loading Zone on the south side of Pitt Street near the intersection of Main Street and two 15-minute parking spaces on the north side of Commerce Street near the intersection of Main Street were being proposed. It was noted that the loading/unloading zone would be in effect from 10 a.m. to 3 p.m. and the 15-minutes parking spaces from 10 a.m. to 6 p.m.

Ms. Hagy asked how the restrictions would be enforced and Chief Downing indicated that, while the Police Department would not be timing cars, they would respond to called in complaints. Ms. Wells also noted that the restrictions for Loading/Unloading were for parcel delivery only and that she has spoken to UPS and FedEx regarding the changes. She also indicated that signs would be placed as soon as possible and that she had reminded downtown businesses that parking was available in the lot at Church and Bay Streets.

Councilmember Tyndall moved to approve the Motion 2020-03 and approval was unanimous as follows:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

8. Financial Projections and General Fund Review

Ms. Saleh review the status of the General and Enterprise Funds', Revenues and Expenses for the period of July 1, 2019 to December 31, 2019.

Discussion followed. Mayor Williams noted that only the Stormwater Fund was experiencing a deficit and that a discussion of the Stormwater fees would be part of the FY21 Budget process. Councilmember Purnell asked about the status of the Southeast Rural Community Assistance Project (SERCAP) study as proposed by Ms. Jean Holloway at a previous meeting. Mr. Fleetwood indicated that it was forthcoming. Councilmember Tyndall noted that the Sewer Fund delinquent fees budget was already at 100% for the year and indicted that he would like to see how it compared to similar timeframes in other years.

Mr. Jack Orris in the audience noted that the Fire/EMS budgets were not at 50%; Ms. Saleh indicated that this was a timing issue. He also asked if there was a breakdown in the budget of the \$465,000 Worcester County grant; Ms. Saleh indicated that it was a one-time, unrestricted annual payment. Mayor Williams indicated that it was essentially used to fund the Fire/EMS grant from the Town.

Mr. Don Fletcher noted that the General Overhead lines indicate that more has been spent than should be at this point in the year; Ms. Saleh noted that General Overhead are not true expenditures, but rather allocations from other funds.

9. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh noted that the Town had recently processed the annual payment for the Energy Assistance Fund to Shore Up! \$4,700 had been received in donations, therefore with the Town's match, payment of \$9,400 had been made to Shore Up! for disbursement to Berlin energy customers. Councilmember Tyndall asked if there was carryover from prior years and Ms. Saleh indicated that all funds were dispersed. Councilmember Brittingham extended thanks on behalf of Shore Up!

Ms. Saleh also note that there would be a Council Worksession at 6:00 p.m. on February 10, 2020 regarding capital items projections.

b. Deputy Town Administrator – Mary Bohlen

Ms. Bohlen noted that the 2020 Census still had job openings and spoke briefly regarding the Census. She also noted that the Parks Commission would be meeting the following Tuesday, February 4, 2020 at 5:30 p.m.

c. Water Resources Director – Jamey Latchum

Mr. Latchum noted that he had been working on the FY21 budget and that various Water Resources personnel were working on certifications.

d. Electric Utility Director – Tim Lawrence

Mr. Lawrence noted several recent tasks completed by the Electric Department and provided an update on the status of the generator replacement project.

Mr. Fleetwood noted that Mr. Lawrence had proctored an exam earlier in the day for a potential American Municipal Power (AMP) scholarship recipient from Stephen Decatur High School. This scholarship opportunity was available through the Town's membership in the organization.

e. Police Chief – Arnold Downing

Chief Downing indicated that the Police Department generator had been tested earlier in the day and passed. In-service training was beginning for Police personnel. Recruiting strategies were under review.

f. Planning and Zoning Director – David Engelhart

Mr. Engelhart noted that the Mayor and Council had two Public Hearing coming up on February 10<sup>th</sup> and 24<sup>th</sup> regarding an annexation and zoning amendment.

g. Economic and Community Development Director – Ivy Wells

Ms. Wells noted the installation of a number of "Buttlers" being placed around the downtown. These boxes are cigarette butt receptacles; once full the butts would be sent to a company that recycles cigarettes into benches.

She also noted that the "Jack Burbage block" downtown was for sale.

10. Town Administrator's Report – Jeffrey Fleetwood

Mr. Fleetwood noted that, upon final completion of the debris clean-up at Heron Park he would be asking the Mayor and Council to consider re-opening the park to the public.

11. Comments from the Mayor:

Mayor Williams announced that the proposed real-property tax rate was to be introduced at the March 9, 2020 Mayor and Council Meeting with the Public Hearing set for March 23, 2020.

12. Comments from the Council:

Councilmember Gulyas had no comments.

Councilmember Tyndall had no comments.

Vice-President Brittingham had no comments.

Councilmember Burrell had no comments.

Councilmember Purnell had no comments.

13. Comments from the Public – none.

14. Comments from the Press – none.

15. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:55 p.m.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,

Mary T. Bohlen  
Deputy Town Administrator

Mary Bohlen

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**From:** Jeffrey Fleetwood <jfleetwood@berlinmd.gov>  
**Sent:** Tuesday, January 28, 2020 2:28 PM  
**To:** Mary Bohlen  
**Subject:** FW: IMMEDIATE ACTION-PLEASE



**Jeffrey Fleetwood - Town Administrator**  
Town of Berlin

10 William Street, Berlin, MD 21811

Office: 410-641-4002 | Fax: 410-641-2316  
jfleetwood@berlinmd.gov | berlinmd.gov



**Everyone Counts.**  
**April 1 - July 31**

census.maryland.gov or 2020census.gov

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**From:** Zackery Tyndall <ztyndall@berlinmd.gov>  
**Sent:** Thursday, January 16, 2020 11:50 AM  
**To:** Jeffrey Fleetwood <jfleetwood@berlinmd.gov>; Thom Gulyas <tgulyas@berlinmd.gov>; Elroy Brittingham <ebrittingham@berlinmd.gov>; geewilliams3@comcast.net; Dean Burrell <DBurrell@berlinmd.gov>; Troy Purnell <troypurn@aol.com>; dcg410@gmail.com  
**Cc:** Mary Bohlen <mbohlen@berlinmd.gov>; Natalie Saleh <NSaleh@berlinmd.gov>  
**Subject:** Re: IMMEDIATE ACTION-PLEASE

Jeff,

Thank you for passing this along. I understand that the General Fund lacks adequate monies to cover the cost of EA performing the groundwater testing at Heron Park. However, I don't see this expense as something that should be coming from the Water Fund because, in my opinion, this testing is due to a spill that occurred at a park covered under the General Fund. Therefore, it is my recommendation that if we're going to borrow money from the Water Fund to cover this expenditure, then we should have a clear repayment schedule before moving forward.

Zack



**Zackery Tyndall - Councilmember**  
Town of Berlin

10 William Street, Berlin, MD 21811

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ztyndall@berlinmd.gov | berlinmd.gov

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**From:** Jeffrey Fleetwood <jfleetwood@berlinmd.gov>

**Sent:** Thursday, January 16, 2020 10:01 AM

**To:** Thom Gulyas <tgulyas@berlinmd.gov>; Zackery Tyndall <ztyndall@berlinmd.gov>; Elroy Brittingham <ebrittingham@berlinmd.gov>; geewilliams3@comcast.net <geewilliams3@comcast.net>; Dean Burrell <DBurrell@berlinmd.gov>; Troy Purnell <troyburn@aol.com>; dcg410@gmail.com <dcg410@gmail.com>

**Cc:** Mary Bohlen <mbohlen@berlinmd.gov>

**Subject:** IMMEDIATE ACTION-PLEASE

I mentioned in the Executive Session on 1/13/2020 that MDE has directed the Town to perform groundwater testing at Heron Park on the area where the spill occurred in 2019. We have had a couple of calls with MDE. MDE did agree via the calls to our proposed scope of work based on their directive to perform the work.

EA has been approved by MDE to serve as the contractor/vendor to do this required testing. My logic to use EA is simple. EA has done plenty of prior ground work on the property and has all the preliminary data as it relates to the property. There will not be a need for a vendor to come in and start from the beginning.

The initial estimate for this work was \$15,000-\$25,000. The final written proposal is **\$12,981.26**. I have had conversation with Natalie Saleh and these monies will come from the water fund contingency. Natalie and Jamie have confirmed that they are able to make this happen in the current FY.

I need you **IMMEDIATE** response for approval to move forward. My spending approval is \$10,000.

As soon as I receive majority approval I will submit the scope of work to MDE for approval and then we can begin the required work and my hopes are the end results of the testing for the actual spill site groundwater is negative and then we can put this leg of the property behind us.

Should there be any questions, please do not hesitate to contact me.



**Jeffrey Fleetwood - Town Administrator**  
Town of Berlin

10 William Street, Berlin, MD 21811

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**From:** Kolar, Darl <[dkolar@eaest.com](mailto:dkolar@eaest.com)>  
**Sent:** Thursday, January 16, 2020 9:34 AM  
**To:** Jeffrey Fleetwood <[jfleetwood@berlinmd.gov](mailto:jfleetwood@berlinmd.gov)>  
**Cc:** Hulbert, James <[Jhulbert@eaest.com](mailto:Jhulbert@eaest.com)>  
**Subject:** Park GW Investigation - Draft Proposal

Jeff-  
Per our discussion, attached is a draft proposal for your review associated with the groundwater investigation at Heron Park as required by MDE.

Please review and feel free to call me with any questions or clarifications. Feel free to inquire with Jim Hulbert directly, 410-584-7000, if you have any technical questions on the presented approach.

Thanks,  
Darl

EA Engineering, Science, and Technology, Inc., PBC  
Darl Kolar, P.E., BCEE, MBA  
Project Manager  
11200 Racetrack Road : Unit 101 : Berlin, MD 21811  
Office: 410.641.5341 : Cell: 410.491.0429

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**MOTION OF THE MAYOR AND COUNCIL 2020-04**

**WORCESTER COUNTY RECREATION & PARKS TENNIS AND TODDLER PROGRAMS**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE USE OF STEPHEN DECATUR PARK BY WORCESTER COUNTY RECREATION & PARKS FOR:

- a. Tennis Clinic and Drop-In Tennis Tuesdays in May from 6-8 P.M.
- b. Toddler Gym Wednesdays, May 13 to June 10, 2020 from 10-11 A.M.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 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 \_\_\_\_\_, 2020 by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Jeffrey Fleetwood, Town Administrator



# TOWN OF BERLIN SPECIAL USE OF PARK FORM



Note: This form is to be completed by/with Town staff. It will be the determination of Town staff if additional services are required for the event/activity. Based on that determination additional forms and meetings with Town staff may be required to insure a successful event.

TODAY'S DATE: 1/15/202

EVENT/ACTIVITY DATE: 5/5, 5/12, 5/19, 5/26 TIME FROM: 6 00 PM TO: 8:00 pm

NAME: Kelly Buchanan

Anticipated # of attendees 1060

ADDRESS: 6030 Public Landing Rd

Snow Hill, Md 21863

PHONE: 410-632-2144 ext 2503

EMAIL: kbuchanan@co.worcester.md.us

ORGANIZATION: Worcester County Department of R  
(IF APPLICABLE)

WILL EVENT INVOLVE FEES PAID BY ATTENDEES AND/OR SALE OF GOODS OR SERVICES?  YES  NO

DESCRIPTION OF EVENT/ACTIVITY: Tennis Instruction and drop in Tennis- apply skills taught through instruction to tennis matches

### PARK REQUESTED

<input checked="" type="checkbox"/> <b>Stephen Decatur Park, Tripoli Street</b> <input type="checkbox"/> Pavilion <input checked="" type="checkbox"/> # of <u>2</u> Tennis Courts (max 3) <input type="checkbox"/> Other _____	<input type="checkbox"/> <b>Dr. William Edward Henry Park, Flower Street</b> <input type="checkbox"/> Pavilion <input type="checkbox"/> # of _____ Basketball Courts (max 2) <input type="checkbox"/> Other _____
<input type="checkbox"/> <b>Heron Park</b>	

PLEASE CHECK ALL THAT APPLY BELOW:

- More than one consecutive date;
- More than 50 people;
- Any event/activity that charges attendees a fee and/or involves the sale of goods or services;
- Use of areas other than the pavilion

Fees: \$50.00 per day per amenity, plus \$10 for electric (if applicable). \$25.00 will be refunded when facility is left in good condition. Failure to adhere to the parks rules and/or leave the facility in good condition may result in the forfeit of that \$25.00 and/or refusal by the Town of Berlin to permit the user to reserve the park in the future.

Office Use Only:

Fee calculation:

\$25.00 X \_\_\_\_\_ (number of facilities requested) = \$ \_\_\_\_\_ X \_\_\_\_\_ (number of days) = (a) \$ \_\_\_\_\_

\$10.00 for electric X \_\_\_\_\_ (number of days) = (b) \$ \_\_\_\_\_

(a) + (b) = \$ \_\_\_\_\_ Total fee to be paid

Does activity require any additional Town services?

- Additional trash cans
- Additional picnic tables
- Road Closure
- Other \_\_\_\_\_
- Referral to another department/additional forms to be completed \_\_\_\_\_

Notes/Comments: \_\_\_\_\_  
\_\_\_\_\_

I, the undersigned acknowledge and agree to the following:

1. **PARKS RULES:** I have been provided with a copy of the Park rules and regulations and I understand that I must adhere to these rules. If I fail to adhere to the Park rules and regulations, the Town of Berlin reserves the right to refuse to reserve the park in my name in the future. I further understand that the rules and regulations provided herewith are an excerpt of Chapter 22 of the Code of the Town of Berlin and other sections of that chapter and of the Town Code as a whole may also apply to use of the park(s).
2. **VEHICLES STRICTLY PROHIBITED ON PARKS' GROUNDS.** I understand that vehicles are not permitted in the parks beyond the parking lots. **ABSOLUTELY NO EXCEPTIONS** without prior express authorization.
3. **RESERVATION OF FACILITY(IES).** I understand that this reservation is only for the facility(ies) indicated above; all other areas of the park are open to the public and may be in use during my event.
4. **LIABILITY INSURANCE/RELEASE OF LIABILITY:** I certify that I or the organization which I represent possesses appropriate liability insurance and that, upon request, I will provide the Town of Berlin with verification of such insurance. If I do not possess such insurance, I understand that purchase of insurance may be required for this event/activity. The Town of Berlin and its agents are released from all liability associated with damage or injury resulting from the improper use of any equipment provided by the Town of Berlin and from damage or injury associated with the use of any equipment or items brought into the park by me or anyone associated with this event.

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

*Kelly Berlin*

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

*1/16/20*

Clerk: \_\_\_\_\_ Fee Pd: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Refund:  YES  NO Date: \_\_\_\_\_



**BUSINESS USE OF PARK APPLICATION**



This form is required when sale of goods or services is being requested in connection with an event or activity within a Town of Berlin Park, or on a recurring basis within a Town of Berlin Park. A Vendor's Application and Certification for Peddling and Soliciting may also be required.

Name of Business/Organization: Worcester Cty Rec Agent/Responsible Party: Kelly Buchanan  
(Individual Person must be identified)

Address 6030 Public Landing Rd Phone #: (W) 4106322144 (C) \_\_\_\_\_  
Snow Hill, Md 21863 Email: kbuchanan@co.worcester.md.u

Park where activity or event will occur:  Stephen Decatur Park  William Henry Park  Heron Park

Purpose of Facility Use: Tennis Clinic and Drop IN Tennis

Requested Days/Times of Use: Tuesdays, May 5-May 26, 2020

# of Persons Expected to participate in activity/event 10

List all individuals/employees who may/will conduct the business activity:

1) Kelly Buchanan- 301-787-8349	6)
2)	7)
3)	8)
4)	9)
5)	10)

Please add any other information relevant to this application, including a description of items to be sold, services to be performed and/or fees to be charged:

The fee is \$3 per session. We will have a Stroke Clinic taught by Tennis Pro Bruzz Truitt. The participants will then have the opportunity to apply the skills taught in Tennis Matches.

Reverse must be completed and signed.

**AGREEMENT**

By signing below, the agent/responsible party understands that, until approval by the Mayor and Council, this form is an application for use of the parks for the aforementioned purposes, and not a permit for use. He/She further assumes full responsibility for complying with the rules and regulations set forth in the Town of Berlin Code of Ordinances and, specifically, Chapter 22, "Parks and Recreation", Sec. 22.48-50, as well as any additional terms and conditions imposed by the Mayor and Council of the Town of Berlin. He/She understand that failure to comply may result in:

1. The imposition of limitations to this permit; and/or
2. Withdrawal of this permit; and/or
3. Refusal by the Mayor and Council to authorize future use by the entity.

A copy of this permit must be in the possession of the person conducting the business activity and shown upon request.

I, further acknowledge and agree to the following:

- 1) The Mayor and Council of the Town of Berlin reserves the right to refuse approval of any permit for any reason at their discretion.
- 2) I am responsible for application for and payment of a Town of Berlin Business License Fee or Vendor Permit as applicable under the Code of the Town of Berlin, Chapter 8.
- 3) If the nature of the business activity involves the sale or provision of food or drink to be prepared on site and/or prior to sale and to be sold to and/or consumed by the public, I am responsible for obtaining any and all applicable permits from any other agencies including, but not necessarily limited to, agencies of Worcester County and the State of Maryland. The Mayor and Council of the Town of Berlin reserves the right to deny approval of this permit pending verification of appropriate permits obtained from any other agency as applicable. Alcohol sales are prohibited under any circumstance.
- 4) That, if applicable, I am responsible for completion and submission of road closure permit forms to the State Highway Administration.
- 5) The Town of Berlin is in no way responsible for my adherence to the above conditions and that any fees associated with this permit, including the Town of Berlin Business License Fee and/or Vendor Permit, paid to the Town of Berlin, are separate from and unrelated to any fee charged for any other purpose by any other agency.
- 6) I will maintain insurance appropriate to the activity proposed and will provide proof of said insurance upon request.
- 7) If appropriate to the activity proposed, I will have my customers/clients sign documents acknowledging that the Town of Berlin holds no responsibility for any loss/injury/damage incurred by their participation in my business activity.
- 8) I will be responsible for any damage to Town of Berlin owned or leased property incurred as a result of my use of the facility under this permit.
- 9) Under NO circumstance are motorized vehicles permitted on parks' grounds, except those areas designated for parking of motor vehicles, without express written approval by an authorized representative of the Town of Berlin.

Signature: Kelly Buchanan Date: 1/16/2020

Printed Name: Kelly Buchanan

Office Use Only: Date Rec'd: _____ Initials: _____ Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Non-profit organizations:</u> <input type="checkbox"/> Proof of Non-profit certification submitted and verified.
By _____ Date: _____
<u>All others:</u> Mayor and Council of the Town of Berlin on the _____ day of _____.
_____ For to _____ Opposed with _____ Abstaining
Additional Conditions/Notations: _____
_____



# TOWN OF BERLIN SPECIAL USE OF PARK FORM



Note: This form is to be completed by/with Town staff. It will be the determination of Town staff if additional services are required for the event/activity. Based on that determination additional forms and meetings with Town staff may be required to insure a successful event.

TODAY'S DATE: 1/15/202

EVENT/ACTIVITY DATE: 5/13/20-6/10/20 TIME FROM: 10.00 am TO: 11:00 am

NAME: Kelly Buchanan

Anticipated # of attendees 10

ADDRESS: 6030 Public Landing Rd

Snow Hill, Md 21863

PHONE: 410-632-2144 ext 2503

EMAIL: kbuchanan@co.worcester.md.us

ORGANIZATION: Worcester County Department of R  
(IF APPLICABLE)

WILL EVENT INVOLVE FEES PAID BY ATTENDEES AND/OR SALE OF GOODS OR SERVICES?  YES  NO

DESCRIPTION OF EVENT/ACTIVITY: Toddlers and parents will be able to socialize while playing and participating in organized activities.

### PARK REQUESTED

<input checked="" type="checkbox"/> <b>Stephen Decatur Park, Tripoli Street</b> <input checked="" type="checkbox"/> <b>Pavilion</b> <input type="checkbox"/> # of <u>    </u> <b>Tennis Courts (max 3)</b> <input checked="" type="checkbox"/> <b>Other</b> <u>Playground</u>	<input type="checkbox"/> <b>Dr. William Edward Henry Park, Flower Street</b> <input type="checkbox"/> <b>Pavilion</b> <input type="checkbox"/> # of <u>    </u> <b>Basketball Courts (max 2)</b> <input type="checkbox"/> <b>Other</b> <u>    </u>
<input type="checkbox"/> <b>Heron Park</b>	

PLEASE CHECK ALL THAT APPLY BELOW:

- More than one consecutive date;
- More than 50 people;
- Any event/activity that charges attendees a fee and/or involves the sale or goods or services;
- Use of areas other than the pavilion

Fees: \$50.00 per day per amenity, plus \$10 for electric (if applicable). \$25.00 will be refunded when facility is left in good condition. Failure to adhere to the parks rules and/or leave the facility in good condition may result in the forfeit of that \$25.00 and/or refusal by the Town of Berlin to permit the user to reserve the park in the future.

Office Use Only:

Fee calculation:

\$25.00 X \_\_\_\_\_ (number of facilities requested) = \$ \_\_\_\_\_ X \_\_\_\_\_ (number of days) = (a) \$ \_\_\_\_\_

\$10.00 for electric X \_\_\_\_\_ (number of days) = (b) \$ \_\_\_\_\_

(a) + (b) = \$ \_\_\_\_\_ Total fee to be paid

Does activity require any additional Town services?

- Additional trash cans
- Additional picnic tables
- Road Closure
- Other \_\_\_\_\_
- Referral to another department/additional forms to be completed \_\_\_\_\_

Notes/Comments: \_\_\_\_\_

I, the undersigned acknowledge and agree to the following:

1. **PARKS RULES:** I have been provided with a copy of the Park rules and regulations and I understand that I must adhere to these rules. If I fail to adhere to the Park rules and regulations, the Town of Berlin reserves the right to refuse to reserve the park in my name in the future. I further understand that the rules and regulations provided herewith are an excerpt of Chapter 22 of the Code of the Town of Berlin and other sections of that chapter and of the Town Code as a whole may also apply to use of the park(s).
2. **VEHICLES STRICTLY PROHIBITED ON PARKS' GROUNDS.** I understand that vehicles are not permitted in the parks beyond the parking lots. **ABSOLUTELY NO EXCEPTIONS** without prior express authorization.
3. **RESERVATION OF FACILITY(IES).** I understand that this reservation is only for the facility(ies) indicated above; all other areas of the park are open to the public and may be in use during my event.
4. **LIABILITY INSURANCE/RELEASE OF LIABILITY:** I certify that I or the organization which I represent possesses appropriate liability insurance and that, upon request, I will provide the Town of Berlin with verification of such insurance. If I do not possess such insurance, I understand that purchase of insurance may be required for this event/activity. The Town of Berlin and its agents are released from all liability associated with damage or injury resulting from the improper use of any equipment provided by the Town of Berlin and from damage or injury associated with the use of any equipment or items brought into the park by me or anyone associated with this event.

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

*Kelly Berlin*

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

*1/16/2020*

Clerk: \_\_\_\_\_ Fee Pd: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Refund:  YES  NO Date: \_\_\_\_\_



**BUSINESS USE OF PARK APPLICATION**



This form is required when sale of goods or services is being requested in connection with an event or activity within a Town of Berlin Park, or on a recurring basis within a Town of Berlin Park. A Vendor's Application and Certification for Peddling and Soliciting may also be required.

Name of Business/Organization: Worcester Cty Rec Agent/Responsible Party: Kelly Buchanan  
(Individual Person must be identified)  
Address 6030 Public Landing Rd Phone #: (W) 4106322144 (C) \_\_\_\_\_  
Snow Hill, Md 21863 Email: kbuchanan@co.worcester.md.u

Park where activity or event will occur:  Stephen Decatur Park  William Henry Park  Heron Park

Purpose of Facility Use: Toddler Gym

Requested Days/Times of Use: Wednesdays, May 13-June 10, 2020

# of Persons Expected to participate in activity/event 10

List all individuals/employees who may/will conduct the business activity:

1) <u>Kelly Buchanan- 301-787-8349</u>	6)
2)	7)
3)	8)
4)	9)
5)	10)

Please add any other information relevant to this application, including a description of items to be sold, services to be performed and/or fees to be charged:

The fee \$20 for this 5 week program. During this time children will be able to interact with each other and have some social time. A variety of equipment and activities will be provided.

Reverse must be completed and signed.

**AGREEMENT**

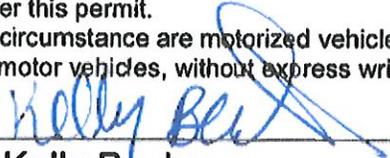
By signing below, the agent/responsible party understands that, until approval by the Mayor and Council, this form is an application for use of the parks for the aforementioned purposes, and not a permit for use. He/She further assumes full responsibility for complying with the rules and regulations set forth in the Town of Berlin Code of Ordinances and, specifically, Chapter 22, "Parks and Recreation", Sec. 22.48-50, as well as any additional terms and conditions imposed by the Mayor and Council of the Town of Berlin. He/She understand that failure to comply may result in:

1. The imposition of limitations to this permit; and/or
2. Withdrawal of this permit; and/or
3. Refusal by the Mayor and Council to authorize future use by the entity.

A copy of this permit must be in the possession of the person conducting the business activity and shown upon request.

I, further acknowledge and agree to the following:

- 1) The Mayor and Council of the Town of Berlin reserves the right to refuse approval of any permit for any reason at their discretion.
- 2) I am responsible for application for and payment of a Town of Berlin Business License Fee or Vendor Permit as applicable under the Code of the Town of Berlin, Chapter 8.
- 3) If the nature of the business activity involves the sale or provision of food or drink to be prepared on site and/or prior to sale and to be sold to and/or consumed by the public, I am responsible for obtaining any and all applicable permits from any other agencies including, but not necessarily limited to, agencies of Worcester County and the State of Maryland. The Mayor and Council of the Town of Berlin reserves the right to deny approval of this permit pending verification of appropriate permits obtained from any other agency as applicable. Alcohol sales are prohibited under any circumstance.
- 4) That, if applicable, I am responsible for completion and submission of road closure permit forms to the State Highway Administration.
- 5) The Town of Berlin is in no way responsible for my adherence to the above conditions and that any fees associated with this permit, including the Town of Berlin Business License Fee and/or Vendor Permit, paid to the Town of Berlin, are separate from and unrelated to any fee charged for any other purpose by any other agency.
- 6) I will maintain insurance appropriate to the activity proposed and will provide proof of said insurance upon request.
- 7) If appropriate to the activity proposed, I will have my customers/clients sign documents acknowledging that the Town of Berlin holds no responsibility for any loss/injury/damage incurred by their participation in my business activity.
- 8) I will be responsible for any damage to Town of Berlin owned or leased property incurred as a result of my use of the facility under this permit.
- 9) Under NO circumstance are motorized vehicles permitted on parks' grounds, except those areas designated for parking of motor vehicles, without express written approval by an authorized representative of the Town of Berlin.

Signature:  Date: 1/16/2020

Printed Name: Kelly Buchanan

Office Use Only: Date Rec'd: _____ Initials: _____ Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Non-profit organizations:</u> <input type="checkbox"/> Proof of Non-profit certification submitted and verified.	
By _____	Date: _____
<u>All others:</u> Mayor and Council of the Town of Berlin on the _____ day of _____.	
_____ For to _____ Opposed with _____ Abstaining	
Additional Conditions/Notations: _____	
_____	



**NON-PROFIT ORGANIZATION  
REQUEST FOR WAIVER OF PARKS FEES**



This Request for Waiver of Parks Fees is only for use by certified Non-Profit Organizations. PROOF OF NON-PROFIT STATUS IS REQUIRED WITH SUBMISSION. FORM MUST BE SUBMITTED AT LEAST 30 DAYS BEFORE EVENT DATE.

Name of Organization: Worcester County Recreation & Parks

Contact Person: Kelly Buchanon

Address: 6030 Public Landing Rd., Snow Hill, MD 21863  
Street Address City State Zip Code

Phone Number: 410-632-2144 ext. 2503 Email Address: kbuchanon@co.worcester.md.us EIN: \_\_\_\_\_

Park where activity or event will occur:  Stephen Decatur Park  William Henry Park

Requested Days/Times of Use: Tuesdays in May, 6-8 p.m. and Wednesdays, May 13-June 10, 10-11 a.m.

# of Persons Expected to participate in activity/event 10 +

- Information/Forms which MUST accompany this form:
1. Non-profit (501(c)(3)) Letter of Determination from the IRS; or
  2. Copy of information from irs.gov website.
- Request will not be considered without the above information.

**AGREEMENT**

By signing below, the agent/responsible party understands and acknowledges:

1. That this is a request to waive fees associated with the reservation of the facilities of the Town of Berlin Park indicated above; any other costs or fees associated with the event, including those imposed by other agencies are not part of this waiver.
2. This form does not exempt the organization(s) from the applicability of any Town Code, other rules, regulations or policies associated with use of the parks. He/She further assumes full responsibility for complying with the rules and regulations set forth in the Town of Berlin Code of Ordinances and, specifically, Chapter 22, "Parks and Recreation", Sec. 22.48-50, as well as any additional terms and conditions imposed by the Mayor and Council of the Town of Berlin, as well as any applicable laws, regulations or codes imposed by the State of Maryland or Worcester County.
3. He/She understand that failure to comply may result in:
  - a. The imposition of limitations to use for the organization; and/or
  - b. Withdrawal of approval of this waiver; and/or
  - c. Refusal to authorize future use by the entity.
4. If this Request for Waiver is approved, such approval is applicable only to the date(s) specified above; additional waiver(s) must be requested for any future reservations of a Town of Berlin Park(s) by the organization.

Signature: Kelly Buchanon Date: 2/6/20

Printed Name: Kelly Buchanon

Office Use Only: Date Rec'd: _____	Initials: _____
<input type="checkbox"/> Verification of Non-Profit Status received. Non-profit ID # _____ Request <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
If denied state reason: _____	
Comments: _____	



**MOTION OF THE MAYOR AND COUNCIL 2020-05**

**SPECIAL WASTE COLLECTION POLICY**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE SPECIAL WASTE COLLECTION POLICY TO BE EFFECTIVE MARCH 1, 2020.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED, WITH \_\_\_\_ ABSTAINING, AND \_\_\_\_ ABSENT.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019 by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Jeffrey Fleetwood, Town Administrator



## STAFF REPORT

TO: Jeff Fleetwood, Town Administrator

PREPARED BY: Mary Bohlen, Deputy Town Administrator with Dave Wheaton, Superintendent of Public Works

DATE: January 16, 2020

SUBJECT: Special Waste Collection Policy

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### RECOMMENDATION

Staff recommends approval of a Special Waste Collection Policy.

### EXECUTIVE SUMMARY

Due to increases in the volume of bulk waste and the time necessary for collection, as well as strong indications that the free bulk collections are being abused implementation of a Special Waste Collection Policy is needed to formalize and impose certain controls on bulk waste. A policy was originally introduced for consideration in November 2019; the current draft policy (attached) reflects considerations raised at that time and in subsequent discussions.

### FISCAL IMPACT

While exact figures are not known, nor can be readily estimated, staff anticipates that a Special Waste Collection Policy controlling the volume of items collected will result in a significant decrease in the volume of bulk waste being transported and disposed of during the biannual Special Biannual Bulk Waste Collections. This will greatly reduce the personnel and equipment time for bulk collection and reduce the actual amount paid annually to the Worcester County landfill.

The table below illustrates the increase in volume that the Town has experienced for bulk waste collection:

Fiscal Year	Volume	Cost (includes Public Works personnel, equip. & tipping fees. Does not include other departments or equipment)
2020*	38 tons	\$18,584
2019	22 tons	\$9,500
2018	21 tons	\$8,000
2017	18 tons	\$6,700

\*There has been 1 collection to date in FY 2020 (vs. 2 in earlier years), that figure was doubled to provide an estimate for the fall plus scheduled spring collection.

Additional data for your information:

Regular Household trash

FY 20 - 2,000 tons (ytd)

FY 19 - 1,600 tons

Tipping Fees

\$70/ton for tipping-trash

\$80/ton for tipping-construction

\$25/ton for tipping-metal

Landfill and fuel costs are expected to continue to increase, adding to the overall cost of providing the service.

**BACKGROUND**

The Town has experienced significant increases in the volume of bulk waste being placed for collection during the Town's biannually scheduled free bulk collections. These increases take up a significant amount of personnel and equipment time, as well as incurring higher-than-budgeted tipping fees. Because of the sheer amount of bulk waste being placed by residents, the last two collections, in May and November of 2019, necessitated Public Works to enlist the aid of other departments and to extend the collection by one day in the spring and two days in the fall in order to fully collect the items.

There is a strong indication that bulk items are being brought to residences by persons who do not necessarily live in the town, or who are not eligible for the free collection, such as commercial establishments.

**ANALYSIS**

Approval of a Special Waste Collection Policy will complement the Town Code and will provide regulation and clear guidelines both for the public and for Sanitation personnel.

Difference between originally proposed policy and current draft:

Policy Proposed in November	Current proposed Policy
<p>Bulk waste is defined as waste items not considered to be normal household trash/refuse, recyclables, or yard waste.</p> <ul style="list-style-type: none"> <li>• <b>If you have ANY items to place for collection on the designated date, <u>YOU MUST</u> call 410-641-2770 no later than noon on Monday the week of your designated collection date.</b></li> <li>• Free Bulk Waste Collection is limited to three (3) items per household, per collection date.               <ul style="list-style-type: none"> <li>○ A box or bag containing multiple items and weighing fifty (50) pounds or less shall be considered one (1) item.</li> <li>○ If you have more than three items for pickup, a BULK WASTE COLLECTION form must be completed and submitted no later than noon on Monday the week of your designated collection date.</li> <li>○ A fee of \$25.00 plus \$25.00 per item is payable prior to collection. NO EXCEPTIONS.                   <ul style="list-style-type: none"> <li>▪ Minimum charge over three items will be \$50.00.</li> <li>▪ When paid, a tag to be attached to the item(s) will be issued and must be affixed.</li> <li>▪ Tags will not be required for the first three items.</li> </ul> </li> </ul> </li> <li>• <b>All collection is subject to the discretion of the Public Works Department.</b></li> </ul>	<p>Bulk waste is defined as waste items not considered to be normal household trash/refuse, recyclables, or yard waste. In order to ensure the proper allocation of resources the following regulations apply:</p> <ol style="list-style-type: none"> <li>1. <b>If you have ANY items to place for collection on the designated date, <u>YOU MUST</u> call 410-641-2770 no later than noon on Monday the week of your designated collection date.</b> <ol style="list-style-type: none"> <li>a. Name, address and phone number must be provided.</li> <li>b. A complete list of items to be placed for collection must be provided. Items placed for collection, but not listed shall not be collected.</li> </ol> </li> <li>2. Free Bulk Waste Collection is limited to FOUR (4) items per household, per collection date.               <ol style="list-style-type: none"> <li>a. A box or bag containing multiple items and weighing fifty (50) pounds or less shall be considered one (1) item.</li> <li>b. ONLY four (4) items per household, per collection date will be collected; any items in excess of four shall be left.</li> </ol> </li> <li>3. <b>All collection is subject to the discretion of the Public Works Department.</b></li> </ol>

Impact of proposed changes:

<b><u>Special Waste Collection Policy</u></b>	
<b>Primary changes being proposed</b>	<b>Anticipated effect</b>
Live-cut Christmas Trees and Yard Waste – No changes	None
Limiting items to be collected at no cost during Bulk Collection	Reduction of volume and expense associated with Bulk Collection
Requiring all residents with bulk items (regardless of number) to contact the Town ahead of the collection.	<p>Will reduce the amount of time Sanitation personnel spend on collection; currently they must physically drive down each street looking for bulk collection items. Requiring contact ahead of time will allow Public Works to appropriately plan for the collection and will allow crews to go only to specific addresses.</p> <p>Additionally, by requiring residents to contact the Town ahead of time with information on what items they are placing for collection, staff will be able to advise residents if they exceed the limit or whether an item is allowed.</p>
Requirement that fabric items be wrapped in plastic	This is a standard health and safety practice to limit personnel and the general public from exposure to things like bedbugs, fleas, bodily fluids, etc.

Town staff has also compiled information on how other municipalities in the region handle bulk collection (attached). To summarize:

- a) All but one of the communities sampled provide bulk collection.
- b) All impose regulations on the number and type of items
- c) Most charge a fee, either per item or use a pricelist.
- d) Most require advance contact.
- e) Additionally, at least three charge for regular trash collection on a monthly or quarterly basis (billed with water/sewer).

**ADDITIONAL CONSIDERATIONS IN IMPLEMENTING POLICY**

- Policy needs to be adopted by March 1, 2020 in order to have enough time to publicize the changes before the April 22 and 29, 2020 bulk collection dates. Flyers included with utility bills, press releases, social media posts, updates to the website and other notifications will need to be conducted.
- For the Spring Bulk Collection, Public Works will take a reasonably lenient approach to implementation of the policy. Personnel will be provided extra copies of the policy as well as fill-in-the-blank notices which can be left as needed.
  - Personnel will patrol each street to pick up any items placed for collection regardless of whether the resident called ahead. If items have been placed without prior contact, personnel will

collect the items, but will leave a copy of the new policy and a notification indicating that the policy will be enforced in the future.

- Personnel will adhere to collecting the number of allowed items, but the superintendent may exercise discretion.

**ALTERNATIVES\***

1. Continue to offer the Special Waste Collections (bulk, yard and Christmas trees) with no changes.
2. Eliminate Bulk Collection entirely.
3. Adopt a Special Collections policy as presented or with specific amendments as the Council desires.

**NEXT STEPS**

Adoption and implementation of a Special Collections policy.

**CONCLUSION**

Staff recommendation is for approval of the Special Collections Policy as presented.

**ADDITIONAL INFORMATION ATTACHED**

Breakdown of other municipality bulk collection programs.

Draft Special Waste Collections Policy

	Offer Bulk Collection		Per Year	Monthly/ Weekly	Limit Items	Bulk Collection Fee		Per Item	Must Pay in Advance		Notes
	Yes	No				Yes	No		Yes	No	
<a href="#">Berlin</a>	X		2				X				
<a href="#">Cambridge</a>	X			X	3		X				Regular Trash collection: Contracted with Chesapeake Waste- \$17.25/res, \$42.75/comm per month. Bulk trash done by city by appointment on Wednesdays.
<a href="#">Denton</a>	X			X		X		5	X		Approved Items only. Must discuss with staff.
<a href="#">Easton</a>	X			X			X				Approved Items only. Must schedule and unapproved items will be left.
<a href="#">Federalsburg</a>	X			X		X		6	X		Must schedule in advance
<a href="#">Fruitland</a>	X		2		3						Regular Trash collection: \$44.25/res, \$132.75/commercial per quarter. Maximum 3 bulk items.
<a href="#">Ocean City</a>	x			X			X		X		\$20 for 1 item, \$30 up to 3, then \$5 each 4 or more. Must schedule in advance.
<a href="#">Pocomoke City</a>	X			X	3			X			Maximum of 3 items
<a href="#">Princess Anne</a>	X			X		X		Menu	X		"Menu" pricing. Must schedule in advance.
<a href="#">Salisbury</a>	X		X	X	3	X	X	Menu	X		Regular trash collection: \$56/res quarterly, no commercial collection. Two free collections per year for 3 items excluding menu items (larger appliances). For other dates (available weekly) - \$25 fee covers three items excluding the menu items.
<a href="#">Snow Hill</a>	X						X		X		Website was unclear regarding number of items, how often, and cost. Must contact in advance for information and to schedule collection.
<a href="#">Delmar</a>		X									Regular Trash collection: Contracts with private hauler. No bulk collection.



## Mayor & Council of Berlin

10 William Street  
Berlin, MD 21811  
410-641-2770  
www.berlinmd.gov



### **SPECIAL WASTE COLLECTION POLICY** **Effective March 1, 2020**

**PLEASE NOTE: Effective March 1, 2020 new regulations are in effect. Please read the information below carefully.**

The Town schedules three types of special refuse collections every year: Bulk Waste, Yard Waste and Live-Cut Christmas Trees. Regular household garbage is not part of these collections and collection is for improved, occupied, single-family residential properties only; undeveloped parcels, vacant residential units, commercial and industrial properties are not included and multi-unit properties may be included only at the discretion and with the prior approval of the Director of Public Works.

Items must be at the curb no later than 6:00 am on the scheduled collection day; items can be placed at the curb the night before.

The Town of Berlin will generally hold special collections for Bulk and Yard Waste in the spring and fall and in January for Live-Cut Christmas Trees. All dates will be announced in advance and announcements may appear in local newspapers, on the Town website, on the Town Public Access Channel, on social media (Facebook) and others.

Additional provisions of the Code of the Town of Berlin may apply. For complete information on Town of Berlin sanitation, please see the Code of the Town of Berlin, Chapter 24 – Solid Waste.

All collections are subject to the discretion of the Public Works Department.

#### **LIVE-CUT CHRISTMAS TREE COLLECTION**

Live-Cut Christmas trees will be collected the first two Wednesdays in January following New Year Day.

<b><u>DO:</u></b> Remove all decorations from tree.	<b><u>DON'T:</u></b> Trees should not be in disposal bags at the curb. Artificial, potted or "ball" trees intended for replanting will not be collected.
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#### **YARD WASTE COLLECTION**

<b><u>DO:</u></b> Place leaves, grass clippings, pine needles and cones, and garden waste in a paper or plastic bag. Cut brush into 4 ft. lengths and bundles no larger than 18 inches in diameter.	<b><u>DON'T:</u></b> Include animal waste, stones, rocks, metal, other inorganic matter, dirt, sod or other materials.
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## **BULK WASTE COLLECTION**

Bulk waste is defined as waste items not considered to be normal household trash/refuse, recyclables, or yard waste. In order to ensure the proper allocation of resources the following regulations apply:

- 1. If you have ANY items to place for collection on the designated date, YOU MUST call 410-641-2770 no later than noon on Monday the week of your designated collection date.**
  - a. Name, address and phone number must be provided.
  - b. A complete list of items to be placed for collection must be provided. Items placed for collection, but not listed shall not be collected.
- 2. Free Bulk Waste Collection is **limited to FOUR** (4) items per household, per collection date.**
  - a. A box or bag containing multiple items and weighing fifty (50) pounds or less shall be considered one (1) item.
  - b. **ONLY** four (4) items per household, per collection date will be collected; any items in excess of four shall not be collected and it will be the responsibility of the property owner to make other arrangements for removal.
- 3. All collection is subject to the discretion of the Public Works Department.**

See below for guidelines.

<b><u>DO:</u></b>	<b><u>DON'T:</u></b>
<p>Include items such as:</p> <ul style="list-style-type: none"><li>• Furniture*</li><li>• Carpet/Rugs*</li><li>• Mattresses*</li><li>• Tables and Chairs*</li><li>• Toilets</li><li>• Sinks</li><li>• Appliances/Electronics</li></ul> <p>Small items must be placed in a box or bag at the curb and weigh no more than 50 lbs.</p> <p><b>*Any fabric item, including mattresses, box springs, pillows/cushions, etc. must be wrapped in plastic and sealed with tape. Bags for mattresses/box springs are available at many local retailers and a limited supply will be available to pick up at Town Hall. Please call to request – 410-641-2770.</b></p>	<p>Include items such as:</p> <ul style="list-style-type: none"><li>• Hazardous Waste</li><li>• Construction materials which may include:<ul style="list-style-type: none"><li>○ Doors/Windows</li><li>○ Cabinets/Countertops</li><li>○ Lumber</li><li>○ Fencing</li><li>○ Drywall</li></ul></li><li>• Paint</li><li>• Yard waste/brush</li><li>• Propane tanks</li><li>• Chemicals</li><li>• Insecticides</li><li>• Automotive Fluids</li><li>• Tires</li></ul>

For more information about special collections, please call the Public Works Department at 410-641-4001 or email [dwheaton@berlinmd.gov](mailto:dwheaton@berlinmd.gov).

**ANNEXATION RESOLUTION 2020-01**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, PROPOSING THE ANNEXATION TO THE TOWN OF A CERTAIN AREA OF LAND SITUATE AND CONTIGUOUS TO AND ADJOINING UPON THE CORPORATE LIMITS OF THE TOWN OF BERLIN AND PROVIDING FOR THE CONDITIONS AND CIRCUMSTANCES APPLICABLE TO THE PROPOSED CHANGES IN THE BOUNDARY OF THE TOWN OF BERLIN.

WHEREAS, the Town of Berlin has received, in accordance with Section 4-401, *et seq.* of the Local Government Article of the Annotated Code of Maryland (the Code”), as amended, consent of the property’s owners of the land to be annexed, being contiguous to and adjoining upon the corporate limits of the Town of Berlin; and

WHEREAS, there is pending an Annexation Petition with the property owners to the Town, together with the Annexation Agreement, attached hereto as Exhibit “1”, and incorporated herein by reference, which includes among other things the proposed provisions for the extension of municipal services to that area; and

WHEREAS, it is the intent of the Town of Berlin to comply with existing State law and to ensure there are no enclaves created with the current annexation; and

WHEREAS, it appears that the consents received meet all requirements of Maryland State Law under the Code, as amended;

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

SECTION A:           It is hereby proposed and recommended that the boundaries of the Town of Berlin be changed so as to annex to, and include within said municipality, all that certain area of land, together with the improvements thereto, the property, contiguous to and adjoining upon the corporate limits of the Town of Berlin and more particularly described as follows:

Beginning at a point on the southerly side of the right of way line of U.S. Route 50, at the easterly point of the property which was annexed into the Town of Berlin by Annexation Resolution 2002-10 (now the property of Two Farms, Inc.) and from said point of beginning running by and with the easterly property line of said annexed Two Farms, Inc. property, south 13° 42 minutes 10 seconds east 299.82 feet to a point; thence continuing by and with said property line; south 13° 49 minutes 57 seconds east 200.18 feet to a point; thence leaving the line of said annexed area and running in an easterly direction; north 76° 17 minutes 50 seconds

east 222.40 feet to a point; thence running in a northerly direction north 13° 42 minutes 10 seconds west a distance of 500 feet to a point which is the north easterly corner of the boundary line of the proposed annexed property at its intersection with the southerly line of said U.S. Route 50 right of way; thence by and with the southerly right of way line of U.S. Route 50; south 76° 17 minutes 50 seconds west 222.91 feet to the place of beginning; said annexed property containing 1.947 acres of land more or less. Said property being also described on a certain Plat entitled "Lot 1 Berlin Plaza Third Election District Worcester County, Maryland", recorded among the Worcester County Land Records in Plat Book FWH 54, page 64.

SECTION B: Upon the effective date of annexation, all of the provisions of the Charter of the Town of Berlin and all Ordinances, Resolutions, Rules and Regulations of the Town of Berlin in effect on said date shall apply to the property in the area to be annexed except as herein modified.

SECTION C: The annexation of said area is made subject to the terms and conditions of the Annexation and Development Agreement and this Resolution as follows:

1. POLICE PROTECTION – Police services of the Berlin Police Department shall be extended into the annexed area immediately upon the effective date of annexation.
2. TRASH COLLECTION – Owner acknowledges its obligation to pay for and provide regular trash collection in a manner consistent with Berlin Maryland Code of Ordinance. Trash collection is available from commercial solid waste management providers.
3. WATER SERVICE – Town of Berlin currently has water service available to the area to be annexed.
  - (a) The property owners will each be allocated and pay "ready to serve fees" for EDU's for the two (2) parcels of land making up the annexed property. The property owners have advised that the properties will be utilized for commercial development. The Town will assess each property Owner "ready to serve fees" for the number of EDU's needed to support the remainder of the development as they are allocated. Owners acknowledges that the payment of "ready to serve fees" guarantees access to that capacity and facilitates the purchase of EDU's when needed for development. Owners further acknowledge that they each understand the "ready to serve" process and may decide to pay ready to serve fees on EDU's beyond the initial requested number. Owners recognize that water capacity may not be additionally available for future development other than those reserved and assumes that risk. After one year of occupancy of each of the developed properties, the Town will review the water usage at that property and adjust the number of EDU's accordingly.

- (b) All wells on the property must be abandoned and capped in accordance with the Town's Wellhead Protection Program within six (6) months of annexation.

4. WASTEWATER SERVICE – The Town of Berlin currently has wastewater service available to the area to be annexed.

- (a) The property owners will be allocated and pay “ready to serve fees” for requested EDU’s for each of the annexed parcels constituting the annexed property. The property owners have advised that the property will be utilized for commercial development. The Town will assess each property owner “ready to serve fees” for the number of EDU’s needed to support the development as they are allocated. Owners each acknowledge that the payment of “ready to serve fees” guarantees access to that capacity and facilitates the purchase of EDU’s when needed for development. Owners each further acknowledge that they understand the “ready to serve” process and may decide not to pay ready to serve fees on EDU’s beyond the requested number to be initially utilized. Owners each recognize that wastewater capacity may not be available for future development, beyond those EDU’s reserved as set forth herein, and assumes that risk. After one year of occupancy of the completed project on each parcel, the Town will review the wastewater usage at each property and adjust the number of EDU’s accordingly.

5. PAYMENT FOR EDU’s – The property owner’s payment for the cost of the Equivalent Dwelling Units (EDU’s) shall be subject to an Allocation Agreement(s) entered into between the Mayor and Council of the Town of Berlin and the Owner, as the EDU’s are allocated.

6. ZONING – The Annexed Property shall be zoned B-2 Shopping District under the Town of Berlin Zoning Ordinance, as set forth in said Annexation Agreement, Paragraph 6A thereof, with the consent of the Worcester County Commissioners.

7. VOTING RIGHTS – In the event that in the future, persons would reside in the annexed area, upon the effective date of annexation, those persons shall have the right to vote in all general and special elections of the Town of Berlin, subject to the same requirements applicable to all voters in the Town of Berlin.

8. PROPERTY TAXES – All property in the newly annexed area shall upon the effective date of annexation be subject to the payments of taxes, real and personal, and shall further be subject to a lien for the nonpayment thereof, in the same manner and at the same rate as properties now within the existing Town limits are subject as of the effective date of this resolution. Such taxes shall become due and payable within ninety (90) days of annexation. Commencing with the fiscal year beginning July 1, 2020, all such taxes shall be billed and collected in the same manner as all other taxes in the Town of Berlin.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the Mayor and the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining.

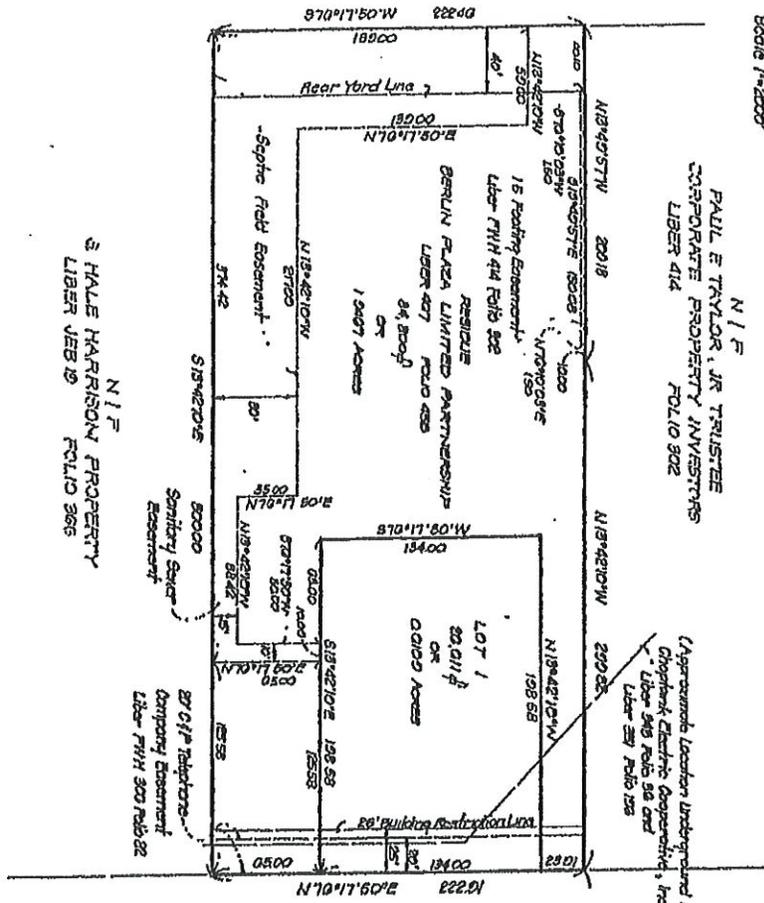
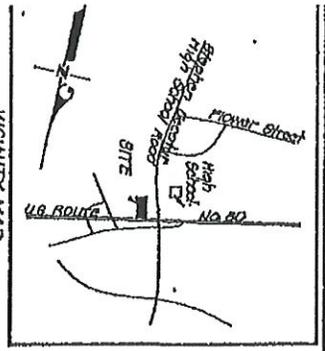
\_\_\_\_\_  
Elroy Brittingham, Vice President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the Mayor and the Town of Berlin, Maryland, and effective on the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

\_\_\_\_\_  
Jeffrey Fleetwood, Town Administrator



**U.S. ROUTE 50**  
200' R/W

Base Line as per Md 810 Plates 7280 and 7281

800' to Intersection  
Stephen Decatur  
High School Road

LOT 1  
Folios 414 Filed 6/11/76  
**BERLIN PLAZA**  
THIRD ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND  
SCALE 1"=80'  
DATE MAY, 1970

**SURVEYORS CERTIFICATE**

I hereby certify that the plan shown hereon is correct, that it is a subdivision of all the lands conveyed by Stephen Stores, Inc. to Berlin Plaza Limited Partnership by deed dated September 10, 1974 and recorded among the Land Records of Worcester County, Maryland in Liber 407 of Folio 455.

Iron pins marked thus — are in place as shown.

I further certify that the requirements of Section 72, Article 17 of the Annotated Code of Maryland (as amended) as far as they relate to the making of this plat have been complied with.

The total area included in this plan of subdivision is 25370 acres.

**OWNERS DEDICATION**

We, Berlin Plaza Limited Partnership, by Berlin Plaza Limited, Inc., General Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the minimum building restriction lines, except as shown.

There are no side of corner, easements, liens, trusts or mortgages on the property included in this plan of subdivision except certain debts of trusts and the parties in interest hereto have indicated their consent to this plan of subdivisions.

**BERLIN PLAZA LIMITED PARTNERSHIP**  
Don T. Geller, Secretary  
Date 5-8-76  
Gertie Todd Limited, Inc.  
by William T. Goodwin, President

We consent to this plan of subdivision  
for MERRITT SAVINGS & LOANING,  
of Real Estate, Trustee  
Date 5-8-76

For CHICAGO TITLE INSURANCE COMPANY,  
of Real Estate, Trustee  
Date 5-8-76

For SURVANT LEEB  
of Real Estate, Trustee  
Date 5-8-76

BAZIS, CARLIN and ASSOCIATES, INC.  
Land Surveyors and Planners  
9392 Annapolis Road  
Lanham, Maryland 20801  
301-577-9200

This commercial subdivision lot and property shown hereon is approved only for the water supply and sewerage system for the McDevitts Restaurant. Any future development plans will have to be submitted and reviewed by the Worcester County Health Department.

WORCESTER COUNTY HEALTH DEPARTMENT

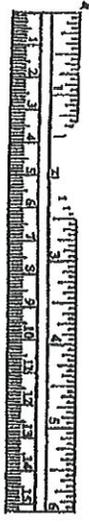
Approved: 5/9/76  
Date

Approved: 5/9/76  
Date  
Stephen T. Geller  
County Health Officer

WORCESTER COUNTY PLANNING & ZONING COMMISSION

Approved: June 11, 1976  
Date

Approved: June 11, 1976  
Date  
David R. Johnson  
Signature



N.I.F.  
3 HALE HARRISON PROPERTY  
LIBER JEB 19  
FOLIO 366

N.I.F.  
PAUL E. TRYLOR, JR. TRUSTEES  
CORPORATE PROPERTY INVESTORS  
LIBER 414  
FOLIO 302

(Approximate location underground electric cable)  
Optimum Electric Cooperative, Inc.  
Liber 403 Folio 96 and  
Liber 391 Folio 125

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter "Annexation Agreement"), is made on this \_\_\_\_ day of \_\_\_\_\_ 2019 by the MAYOR AND COUNCIL OF BERLIN, a Maryland Municipal Corporation (hereinafter the "Town") and Michael G. Myers Revocable Trust, and Two Farms, Inc. T/A Royal Farms, (hereinafter jointly called "Owners").

### RECITALS

The recitals set forth herein, to the extent that they set forth the intentions of, or commitments by the parties, are enforceable provisions of this contract.

A. The Town is a Municipal Corporation authorized to enter into this Annexation Agreement pursuant to the Charter and Code of the Town and of the Annotated Code of Maryland.

B. Owners are the fee simple owners of two tracts of land (hereinafter the "annexation property") which are more particularly described as two parcels of land on the southerly side of U.S. Route 50, east of Seahawk Road, which are jointly shown on a certain plat entitled, "Lot 1 Berlin Plaza Third Election District, Worcester County, Maryland" made by Bazis Carlin and Associates, Inc., dated May 1970 and duly recorded among the Land Records of Worcester County, Maryland in Plat Book 54, at page 64., said properties combined total 104,811 square feet of land. The recorded Plat of said property is shown on Exhibit "A" attached hereto and incorporated herein by reference.

C. The annexation property is currently designated as a Growth Area within the Comprehensive Plan of the Town of Berlin, and is designated as "Existing Developed Area" on the Worcester County Comprehensive Land Use Map ("Map") and is contiguous to the Corporate Limits of the Town.

D. The Town desires that growth be in accordance with the goals and guiding principles outlined in the Town's Comprehensive Plan and the impact of such growth is managed for the benefit of the Town and its citizens.

E. The current wastewater treatment plant serving the Town was constructed in the early 1960's, upgraded periodically and significantly, including a substantial increase in capacity and has adequate capacity to serve the Annexation Property (the "Town's Plant").

F. Owners have requested annexation of the Annexation Property by the Town so long as certain matters pertaining to its future development are resolved, including without limitation, matters related to planning, zoning, and the future extension of public utilities and services;

G. The Town is willing to accomplish the annexation process, and to submit the Annexation Resolution to a vote by the Town's Council (the "Council"), and to a referendum of the Town's citizens, if requested, provided that the Owner agrees to adhere to the goals and

guiding principles of the Town's Comprehensive Plan, and all ordinances and regulations consistent therewith, including any and all agreements which will be required by the Town in connection with any proposed development;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The preamble and introductory clauses prior hereto are incorporated into this Annexation Agreement as a part hereof, and such provisions accurately reflect the facts therein recited and the intention of the parties.

2. Definitions:

"Sewer EDU" shall mean the equivalent amount of wastewater treatment required to serve one (1) single family home, which is two hundred fifty (250) gpd.

"Water EDU" shall mean the equivalent amount of treated water to serve one (1) single family home, which is two hundred fifty (250) gpd.

"Owner" shall mean the fee simple owner of the Annexation Property, the contract purchaser of the Annexation Property and any of his or their successors, heirs or assigns.

"MGD" shall mean million gallons per day.

"WWTP" shall mean wastewater treatment plant.

"WTP" shall mean water treatment plant.

3. Petition. In order to effectuate the annexation of the Annexation Property, the Owner shall execute and submit to the Mayor of the Town Petition for the Annexation (Annexation Petition). The submission of a letter of request will qualify for such Petition. No persons who are eligible to sign a petition and to participate in a referendum election under the provisions of Md. Code Ann. Article 23A, § 19 live within the area to be annexed. Therefore, pursuant to Md. Code Ann. Article 23A, § 19(k), any person (including an association, the two or more joint owners of jointly-owned property, a firm or corporation) owning real property within the area to be annexed has a right equal to a natural person to sign the Annexation Petition. The Owner constitutes all the persons eligible to sign the Annexation Petition and is the owner of at least twenty-five percent (25%) of the assessed valuation of the property proposed for annexation. (The Owners own 100% of said assessed value.)

4. Annexation. Upon the presentation of a proper Annexation Petition, in the form of a submission letter, a satisfactory concept plan and the execution of this Annexation Agreement, the Town will introduce an Annexation Resolution for public hearing and consideration in accordance with the procedures required by the Annotated Code of Maryland and the Town Code.

5. Property. The property that is subject to this Annexation Agreement is identified on Exhibit "A" attached hereto and incorporated herein by reference.

6. Zoning Upon Annexation.

A. The Town agrees that with the approval of Worcester County Commissioners (the "Commissioners"), if required by statute, the property shall be designated as a B-2 Zoning District upon annexation. The parties agree that all existing land uses within the Annexation Property, whether permitted uses, accessory uses, non-conforming uses, or special exception uses, currently made in, or upon the Annexation Property, may continue subject to appropriate zoning regulations. (The property is presently zoned C-2 under the Worcester County Zoning Code.)

B. The Annexation Property shall be developed consistent with ordinances adopted by the Town.

7. Development Intentions.

A. Development of the Annexation Property shall be subject to any necessary approvals by the Town's Planning and Zoning Commission and the Mayor and Council as required by law.

B. The Town agrees that upon the property owners paying all required reservation fees, adequate capacity of treated water shall be reserved for the Annexation Property and the Owners shall be charged all ordinary and standard fees at such time as the reserved EDU shall be utilized.

C. The Town shall reserve adequate EDU's of treated effluent for the Annexation Property, provided the Owners shall pay "ready to serve fees" for said capacity.

D. In the event Owner requests allocation or reservation for any future use additional EDU's, Owner shall be entitled to pay "ready to serve fees" for any such additional EDU's as requested, until those additional EDU's, if any, shall be utilized for a future purpose on the annexed property.

E. Owner shall be entitled to pay "ready to serve fees" for any additional EDU's which they request, until the additional EDU's, if any, are requested by the Owner to be utilized for any purpose on the annexed property.

8. Public Works Agreements and Bonding. To the extent that Owner is required to construct any infrastructure to accommodate the development of the subject property, Owner shall utilize the Town of Berlin Public Works Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

9. Further Conditions.

9.1. Sewer and Water Facilities for Commercial Development. The Two Farms, Inc., Owner intends to develop the Annexation Property with commercial uses. Owner recognizes that such development may necessitate some infrastructure improvements. It is anticipated, however, that such extensions or improvements will include such work as is required to construct a sewer and water extension along U.S. Route 50 from the existing facilities in order to reach the property and any lift stations or other facilities required by the Town:

(a) Sanitary Sewer. The Annexation Project shall be served with wastewater from the Town.

(b) Water. The Annexation Property shall be served with treated water from the Town.

9.2. User Fees. Owner shall be charged all ordinary and standard user fees for water, front foot assessments, garbage, impact fees and building permits, and shall be charged "ready to serve fees", if requested by Owner, pursuant to the provisions of Paragraph 7.E. hereof.

9.3 Except for the expense reimbursement provisions set forth below, this Annexation Agreement is contingent in its entirety upon the following conditions precedent:

(a) Submittal of a letter constituting an Annexation Petition and all supporting documents; and

(b) The successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until the referendum periods have expired, and if applicable, all referenda have been resolved in favor of the annexation.

9.4. Either Owner in the annexed area or the Town may declare this Annexation Agreement null and void if the conditions in Paragraph 11.A. do not occur.

10. Mutual Assistance.

A. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Annexation Agreement and to aid and assist each other in carrying out the terms and provisions of this Annexation Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Annexation Agreement and as may be necessary to give effect to the terms and objectives of this Annexation Agreement and the intentions of the parties as reflected by said terms.

B. The Owners and the Town agree to promptly execute all permit applications needed by either party for permits or approvals from the Maryland Department of the Environment, the Maryland State Highway Administration, Worcester County, and its various agencies and departments, or any other public or private agencies from whom a permit is required to develop the Annexation Property, provided that such permit applications are prepared in accordance with applicable rules, regulations, and laws, and the parties each further agree to cooperate in the securing of such permits or approvals from such agencies.

11. Termination of Annexation Agreement:

A. In the event Owners fail to: (i) secure Worcester County Commissioners approval of the requested zoning classification, if needed, (ii) secure Maryland Department of the Environment final approval of an amendment to the Worcester County Comprehensive Water and Sewer plan, if needed, then this Annexation Agreement may be terminated by either the Town or Owners, as the case may be, upon thirty (30) days' notice. Notice of termination shall be sent as follows:

To the TOWN to:

Jeff Fleetwood, Acting Administrative Director  
Town of Berlin  
10 William Street  
Berlin, MD 21811

To Owner to:

Two Farms, Inc., T/A Royal Farms  
3611 Roland Avenue  
Baltimore, MD 21211  
Attn: John Kemp, President/CEO

Michael G. Myers Revocable Trust  
Attn: Michael Myers  
246 S.E. 11A Street  
Stuart, FL 34994

With Copy to:

Joseph E. Moore, Esquire  
Williams, Moore, Shockley & Harrison, LLP  
3509 Coastal Highway  
Ocean City, MD 21842

B. The parties may extend any specified date by mutual agreement.

12. Enforcement:

A. Unless lawfully terminated or cancelled, the Annexation Agreement shall be enforceable by either party to the Annexation Agreement or any party's successors in interest, in any court of competent jurisdiction, by any appropriate action or suit at law or in equity, to secure the performance of the covenants herein contained. The non-prevailing party shall reimburse the prevailing party in any such action any and all expenses incurred by the prevailing party, including but not limited to, reasonable attorney's fees and court costs, whether or not suit is filed in a court of law.

B. This Annexation Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland.

C. Any enforcement shall be subject to the indemnity provisions of this Annexation Agreement.

13. Prior Matters. This Annexation Agreement is the acknowledgment and ratification of negotiations and dealings between the parties initiated prior to the submission of a Petition for Annexation to be acted upon the Town.

14. Entire Agreement. This Annexation Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Annexation Agreement.

15. Modification.

A. Neither this Annexation Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

B. Amendments to this Annexation Agreement shall become effective immediately upon the written agreement of both parties.

16. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Annexation Agreement.

17. Binding Effect.

A. The terms of this Annexation Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, owners of record of the Annexation Property, and the successors and assigns of the Owner. It is expressly understood and agreed that the Owners may assign their respective benefits, rights,

duties and obligations hereunder either as part of the conveyance of the Annexation Property as an entirety or severally as part of the conveyances of portions of the Annexation Property.

B. No provisions of this Annexation Agreement shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

18. Recording. This Annexation Agreement may be recorded among the Land Records of Worcester County at the expense of the recording party.

19. Severability. Should a substantial and material provision of this Annexation Agreement be determined to be invalid by any Court of this State or in violation of any statute, law or ordinance, then either party may, at its discretion, void the remainder of this Annexation Agreement, with the exception of the duty of Owner to pay all expenses as herein provided.

IN WITNESS WHEREOF, the parties have executed and sealed this Annexation Agreement as of the day and year first above written.

ATTEST:

MAYOR AND COUNCIL OF BERLIN

\_\_\_\_\_  
Elroy Brittingham, Vice President of Council

By:

\_\_\_\_\_  
W.G. Williams, III, Mayor

WITNESS:

TWO FARMS, INC.

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
John Kemp, President/CEO

MICHAEL G. MYERS REVOCABLE  
TRUST

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Michael G. Myers, Trustee  
"OWNERS"

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elroy Brittingham, Vice President of Council and W.G. Williams, III, Mayor of the Town of Berlin, Maryland, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Kemp, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael G. Myers, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_