



BERLIN MAYOR AND COUNCIL

Meeting Agenda

**Berlin Town Hall
10 William Street
Monday, April 27, 2020**

5:30 PM ENTERPRISE (UTILITIES) BUDGET WORK SESSION (livestream)

EXECUTIVE SESSION WILL BE HELD EITHER BETWEEN THE WORK SESSION AND REGULAR SESSION, OR IMMEDIATELY FOLLOWING THE REGULAR SESSION.

- 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.

7:00 PM REGULAR SESSION – Council Chambers (livestream)

1. Approval of the Minutes for:
 - a. General Fund Work Session of 04/13/20
 - b. Regular Session of 04/13/20
2. Motions to approve:
 - a. Motion 2020-10: Motion approving the request by Worcester Recreation and Parks for summer youth instructional basketball programs
 - b. Motion 2020-11: Motion approving the lease agreement between the Mayor and Council of The Town of Berlin, hereinafter landlord, and Bryan Brushmiller, hereinafter tenant
 - c. Motion 2020-12: Motion approving the lease agreement between the Mayor and Council of The Town of Berlin hereinafter lessor and Christopher Galuardi, MD, and Jessco, LLC, D/B/A Pain Management, hereinafter lessee
 - d. Motion 2020-13: Motion approving i.g. Burton of Berlin, Inc. to purchase seven (7) Equivalent Dwelling Units (EDU)
3. Town Administrator's Report
4. Comments from the Mayor
5. Comments from the Council
6. Comments from the Public (questions or comments submitted prior to 12 noon on Monday, April 27, 2020 will be addressed at this time)
7. Comments from the Press (questions or comments submitted prior to 12 noon on Monday, April 27, 2020 will be addressed at this time)

8. 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



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Work Session
Monday, April 13, 2020

5:30 PM WORK SESSION – Berlin Town Hall Council Chambers

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

Staff Present: Town Administrator Jeff Fleetwood, Deputy Town Administrator Mary Bohlen, and Finance Director Natalie Saleh.

Absent: Councilmember Zack Tyndall

Due to the Coronavirus/Covid-19 State of Emergency, this meeting was broadcast live via Facebook. No other persons were present in the Council Chambers other than those specified.

Mayor Williams opened the meeting at approximately 5:30 p.m. and introduced David Fitzgerald of the Berlin Fire Company.

Mr. Fitzgerald presented the Fire Service information, reviewing the year-to-date and providing projections for the remainder of the year and anticipated for the coming year. Mayor Williams noted that the presentation include the debt service on the new facility which was built outside of Town and without discussion with the Town and indicated that the Town would not be responsible for half of the debt service; he suggested that \$50,000 was more appropriate and that the Town's FY21 allocation would likely be lower than in previous years. Mr. Fitzgerald indicated that the funds were not from the Town's allocation. Discussion regarding the number of out-of-town runs and the county allocation followed.

Mr. Fitzgerald provided the same information for the Emergency Medical Service. Mayor Williams spoke to a recent meeting that several Mayors in the County had had with the County Commissioners in which they discussed the shortfalls of the current system and indicated that the Towns could not continue to meet the financial demands of the EMS Services.

Mr. Fitzgerald continued the review of the EMS budget. Councilmember Burrell asked that a column indicated the actual budget be added to the worksheet. Councilmember Purnell asked about the difference in the proposed budget for FY21 from the FY20 budget and Mr. Fitzgerald indicated that the workers compensation and health insurance premiums had increased. Councilmember Gulyas asked about the sale of an ambulance and Mr. Fitzgerald indicated that \$5,000.00 was received, which was less than anticipated.

Councilmember Gulyas indicated that grants from the State, County and Town for FY20 were \$1.7 million and \$2.25 million was being requested for FY21. Mr. Fitzgerald indicated it was a balanced budget. Discussion regarding donation drive(s) followed.

Mr. Fitzgerald left the meeting in progress.

Mr. Fleetwood noted a number of anticipated changes, particularly to anticipated revenues due to the current State of Emergency associated with the Coronavirus/Covid-19; it was anticipated that

revenues would be delayed and reduced. He noted that no property tax increase was being proposed. He also noted that the only General Fund capital expenses were related to street repairs and for lighting at the Henry Park basketball courts, which was contingent on the receipt of an already applied-for grant. Mr. Fleetwood also noted several other areas' anticipated expenses, particularly a proposed increase to sworn officers' salaries and changes to health insurance costs.

Ms. Saleh provided an overview of anticipated General Fund Revenues, noting various revenue sources which are anticipated to be affected by the State of Emergency, including Highway User Revenues, slot revenues, and revenues associated with development, such as permits, among other revenue sources. Mayor Williams noted that the numbers included in the budget were very unlikely to improve, but could possibly be worse.

Mr. Fleetwood presented the proposed budgets for Elected Officials and Administration, noting that, for the most part, they were not very different than the current fiscal year. The primary change was to the Administration budget, which was reduced by approximately 37% due to one less employee, a reduction to the Fire/EMS allocation and no capital projects.

Ms. Saleh noted that the Finance budget, including Customer Accounts, was also virtually unchanged and reviewed some of the specific line items. She also noted that the Fire Company audit was included and Mr. Fleetwood emphasized that the budgeted amount was for the audit and, if the audit was not performed, those funds would not be spent. Ms. Saleh noted that there was an error to the total for Customer Service and it should reflect a 12% increase.

Mr. Fleetwood presented the Building and Grounds draft budget, noting that the cleaning contract had been reduced and that the contract would only cover the public restrooms on William Street and at Henry Park. Discussion followed in which it was noted that Town Hall, Planning and Economic Development staff would be handling the cleaning for their own buildings and the Police Department would enter into a separate cleaning contract. Councilmember Brittingham asked why the Police Department was handled differently and Mr. Fleetwood and Ms. Saleh indicated that the nature of the facility required a different approach. Councilmember Burrell commended Mr. Fleetwood's leadership and the staff for taking this on.

Discussion of proposed use of the former Police Department followed.

Chief Downing joined the meeting in progress to present the Police draft budget. He thanked everyone for checking on the Police Department members during the State of Emergency. He noted the increase in contracted services for cleaning as previously discussed by Mr. Fleetwood and Ms. Saleh. The proposed increase to sworn officers' pay, as mentioned earlier by Mr. Fleetwood, was briefly discussed as well as the intent and desire to fill all vacant positions. Chief Downing left the meeting in progress.

Mr. Fleetwood presented the Public Works draft budget, noting the salary included for a Public Works Director, which was the primary reason for the difference in budget from the prior year. He also reviewed the Sanitation and Streets divisions. Discussion of proposed street projects followed with Mr. Fleetwood noting that the intent is to hire a contractor who would start the projects in FY20 (prior to June 30, 2020) and carry into FY21; this would be the most economical way to do the project as the contractor would save costs by being on-site and the expense could be disbursed over two separate fiscal years. Ms. Saleh noted that this execution was very dependent on the Highway User Revenue; it was possible that Harrison Avenue may need to be pushed off to FY22.

Economic and Community Development Director Ivy Wells joined the meeting in progress. She noted that the primary change to the draft budget was for the Façade Grant, which had \$5,000 remaining to be spent. Mayor Williams noted that events through June had been canceled, which would reduce the spending for FY20. Ms. Wells left the meeting in progress.

Planning Director Dave Engelhart joined the meeting in progress. He noted that the draft budget for Planning was relatively unchanged. Brief discussion regarding speculation on the building industry in light of Covid-19 followed. Mr. Engelhart left the meeting in progress.

Ms. Bohlen address the Parks and Recreation draft budget noting that, as discussed earlier by Mr. Fleetwood and Ms. Saleh, the capital project included lighting for the Henry Park basketball courts. She explained that, typically, the award of the grant would be received at this time of year, but with the ongoing State of Emergency, that notification may be later in coming. If the grant was not awarded, the expense would be removed from the budget.

Mayor Williams asked Ms. Saleh about how significant changes, should they come to light, would be handled after passage of the budget. Ms. Saleh indicated that the budget would be amended through the appropriate process should that be the case.

Ms. Saleh discussed the Debt Service, noting the bonds that were paid out of the General Fund.

In response to a question from Councilmember Gulyas, Ms. Saleh noted that unspent funds at the end of the fiscal year would be closed to the balance on the General Fund. She indicated that, typically, funds were not moved from department to department, but that it could be done within the General Fund as a budget amendment.

Ms. Saleh reviewed information provided to the Mayor and Council regarding a proposed pay increase of 2% for employees, which was not reflected in the draft budget amounts. This information excluded the previously discussed increase for the sworn officers, which was included in the Police draft budget. Discussion of the need to increase the Police officers' salaries, which would bring Berlin more in line with surrounding communities, followed. To meet the budget for the proposed 2% increase, Mr. Fleetwood proposed eliminating the Public Works Director for FY21 and Ms. Saleh noted that the projected increase in health insurance costs would likely be less than anticipated.

Councilmember Purnell noted that this could be accomplished with no increase in taxes. Councilmember Gulyas commended the Town's employees and Councilmember Burrell noted that staff was willing to continue working without a fulltime Public Works Director.

Mayor Williams asked for consensus to have the draft General Fund budget amended to remove the salary allocated for the Public Works Director and to adjust salaries and other associated expenses to reflect the 2% proposed increase. Without formal motion or vote, consensus was for Ms. Saleh to make those appropriate adjustments to the draft budget.

The work session was adjourned at approximately 7:20 PM.

Respectfully Submitted,



Mary T. Bohlen
Deputy Town Administrator



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, April 13, 2020

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

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

Staff Present: Town Administrator Jeff Fleetwood, Deputy Town Administrator Mary Bohlen, and Town Attorney David Gaskill.

Absent: Councilmember Zack Tyndall

Due to the Coronavirus/Covid-19 State of Emergency, this meeting was broadcast live via Facebook. No other persons were present in the Council Chambers other than those specified.

Following the Lord's Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:25 PM.

Mayor Williams read a prepared statement regarding the ongoing State of Emergency and its impacts on Berlin.

1. Approval of the Minutes for:

a. Regular Session of 02/10/20:

Mayor Williams reminded all that a revision had been requested by Councilmember Tyndall at the March 9, 2020 Meeting when the Minutes were first presented for approval. On the motion of Councilmember Gulyas, the Minutes were approved by the following vote:

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

b. Work Session of 03/03/20:

On the motion of Councilmember Gulyas, the Minutes were approved by the following vote:

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

c. Executive Session of 03/09/20:

Councilmember Gulyas noted that, in the second sentence of the third paragraph, "Brush miller" needed to be corrected to "Brushmiller". Councilmember Gulyas moved to approve the Minutes as corrected and the minutes were approved by the following vote:

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

d. Statement of Closure for Executive Session of 03/09/20:

Mayor Williams read the Statement of Closure.

e. Regular Session of 03/09/20:

On the motion of Councilmember Gulyas, the Regular Session Minutes of March 23, 2020 were approved by the following vote:

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

2. Motions to approve:

a. Motion 2020-08: Motion approving the PJM Risk Management Policy.

Mr. Fleetwood noted that this was a routine matter and part of the Town's agreement with PJM. Councilmember Brittingham moved to approve the Policy as presented and the motion was approved by the following vote:

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

b. Motion 2020-09: Motion approving partnering with Worcester County for the Fourth of July Celebration and approving the new fireworks location.

Mr. Fleetwood brought the Mayor and Council's attention to a letter from Mr. Tom Perlozzo, Director of Worcester County Department of Recreation and Parks, Tourism & Economic Development and an aerial photo of the proposed site at the Norther Worcester Athletic Complex. Following brief discussion, Councilmember Burrell moved to approve the

partnership and location change as presented and the motion was approved by the following vote:

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

3. First reading and re-introduction: Ordinance 2020-02; Setting the Real Property Tax Rate for Fiscal Year 2021.

Mr. Gaskill read the Ordinance and noted that the Public Hearing was scheduled for May 11, 2020.

4. Town Administrator's Report:

Mr. Fleetwood presented reports for each Department as follows:

- a. Planning – Dave Engelhart, Director

Reminded the Mayor & Council that there were two issues outstanding to be addressed at a later date:

- i. A Public Hearing regarding the re-zoning of a property
- ii. Short-Term Rental Ordinance

Inspections and permitting were proceeding as normally as possible via online form submissions and use of a dropbox and mail.

- b. Economic and Community Development – Ivy Wells, Director

The Department was working to assist businesses with the various loan programs currently available as part of the State of Emergency.

- c. Water Resources – Jamey Latchum, Director

Recent work had included repair of a water leak, spraying of effluent and met with State Highway Administration regarding their projects in Town.

- d. Electric Utility Director – Tim Lawrence, Director

Recent work had included installation of service, tree trimming and assistance to Water Resources.

- e. Public Works – Dave Wheaton, Superintendent

Public Works had been working on Heron Park and assisting the contractor on Seahawk Road to alter the island at the Ocean's East entrance to address concerns. Councilmember Brittingham noted conversations he had had with people concerned about reaching Flower Street. Mr. Fleetwood noted that the developer had worked with the crossing guards to configure the sidewalk and that additional signage and arrows were to be put in place on the road.

- f. Deputy Town Administrator Mary Bohlen

Ms. Bohlen noted that the Resilience Element had been placed on the Town website as a Google Doc and .pdf to allow public comment and that a press release would be sent later in the week.

5. Comments from the Mayor:

Mayor Williams reiterated his thanks to the community regarding their consideration and cooperation during the ongoing State of Emergency.

6. Comments from the Council:

Vice-President Brittingham noted that a non-profit had inquired about receiving a credit for trash collections that had not been occurring because they had been closed as part of the State of Emergency. Mr. Fleetwood noted that if this consideration is extended to one commercial trash customer, consideration would need to be given to all in a similar situation.

Councilmembers Burrell, Gulyas and Purnell had no comments.

7. Comments from the Public.

Mayor Williams noted that the public had been invited to submit questions prior to the meeting and one request had been made and addressed prior to the meeting.

Mayor Williams also noted the live streaming of meetings and indicated his hope that it could continue going forward. He also asked Mr. Fleetwood and Ms. Bohlen to look into improvements to the audio/visual system for Council Meetings using funding left over from the events that had been cancelled for the remainder of the year.

Brief discussion regarding the system being used for live streaming this meeting followed.

8. Comments from the Press.

Same as above.

9. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 7:50 PM.

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

Respectfully Submitted,



Mary Bohlen
Deputy Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2020-10

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE REQUEST BY WORCESTER RECREATION AND PARKS FOR SUMMER YOUTH INSTRUCTIONAL BASKETBALL AS FOLLOWS:

1. Use of two (2) Basketball Courts at Dr. William Henry Park Saturdays, June 6 to July 25, 2020 from 10:00 a.m. to 11:30 a.m.
2. Request for Waiver of Parks Fees
3. Request for Business Use of the Park – for Fees paid to Worcester Recreation & Parks

*Revised at Meeting: With the stipulation that program cannot start until Parks are re-opened and gathering-size restrictions are lifted.

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: 4/1/2020

EVENT/ACTIVITY DATE: 6/6 - 7/25/20 TIME FROM: 10 TO: 11:30 AM

NAME: Myro Small

Anticipated # of attendees 25

ADDRESS: 6030 Public Landing Rd

Snow Hill, MD 21863

PHONE: 410-632-2144 x2512

EMAIL: msmall11@co.worcester.md.us

ORGANIZATION: Worcester County Recs
(IF APPLICABLE)

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

DESCRIPTION OF EVENT/ACTIVITY: _____

PARK REQUESTED

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

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:

\$50.00 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: _____

Date: _____

4/1/2020

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 County Rec. Agent/Responsible Party: Myro Small
(Individual Person must be identified)

Address 6030 Public Landing Rd Phone #: (W) 410 632 2144 (C) _____
Snow Hill, MD 21863 Email: msmallg.co.worcester.md.us

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

Purpose of Facility Use: Instructional Basketball League

Requested Days/Times of Use: Saturday's June - July

of Persons Expected to participate in activity/event 25

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

1) <u>Myro Small</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:

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: 4/1/2020

Printed Name: Myra Small

Office Use Only: Date Rec'd: _____ Initials: _____ Approved: ☐ Yes ☐ No

Non-profit organizations: ☐ Proof of Non-profit certification submitted and verified.

By _____ Date: _____

All others:

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: Myro Small

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

Phone Number: 410-632-2114 Email Address: msmall@co.worcester.md.us EIN: 32-0573824

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

Requested Days/Times of Use: Saturdays 10:00 am to 11:30 am

of Persons Expected to participate in activity/event 20

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: [Signature] Date: 4/15/20

Printed Name: Myro Small

Office Use Only: Date Rec'd: N/A Initials: -MTB

- Verification of Non-Profit Status received Non-profit ID #

Request - Approved - Denied

Comments: _____

Worcester County Department of Recreation & Parks

6030 Public Landing Road, Snow Hill, MD 21863 Phone: 410.632.2144 Fax: 410.632.1585



summer

Youth Instructional Basketball

Saturdays

June 6 - July 25, 2020



in
partnership
with



TIME: 10:00 a.m. - 11:30 a.m.

WHERE: Henry Park
(123 Flower Street, Berlin, MD 21811)

OPEN TO: Grades 3 - 8

COST: \$5 per person

REGISTRATION:

- Online
- Mail In
- In Person

All payments must be received prior to participation.

Make checks payable to: Worcester County

Registration deadline - June 3, 2020

Contact Myro Small for more information at 410-632-2144 x2512
or msmall@co.worcester.md.us



www.WorcesterRecandParks.org

The staff of Worcester County Department of Recreation & Parks is committed to providing reasonable accommodations to all participants. If you have special needs, please notify the Worcester County Department of Recreation & Parks at 410.632.2144 so that we can plan accordingly for these needs. We cannot guarantee that your request will be met unless the Worcester County Department of Recreation & Parks is notified in advance. Worcester County Department of Recreation & Parks reserves the right to cancel a program or division which does not meet certain requirements.



MOTION OF THE MAYOR AND COUNCIL 2020-11

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE LEASE AGREEMENT BETWEEN THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, HEREINAFTER LANDLORD, AND BRYAN BRUSHMILLER, HEREINAFTER TENANT.

APPROVED THIS ____ DAY OF _____, 2020 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 _____, 2020 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Jeffrey Fleetwood, Town Administrator

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2020, by and between the Mayor and Council of the Town of Berlin, Maryland, hereinafter Landlord, and Bryan Brushmiller, hereinafter Tenant.

1. **Property.**

Landlord hereby rents to Tenant the commercial property known as a 7,000 square foot room in the old Tyson building and adjacent parking area situated within the corporate limits of the Town of Berlin, Maryland. The adjacent parking area comprises 15 parking spaces. No commercial vehicles shall be parked on the leased property except for when loading or unloading. The Leased premises are depicted on Appendix A and B attached hereto.

2. **Terms Of Lease Agreement.**

This Lease Agreement shall commence on _____, 2020 for a period of three (3) years, ending on _____, 2022. Landlord shall have the absolute right to terminate this Lease Agreement by providing Tenant 90 days written notice at any time during the term of this Lease Agreement.

3. **Rent.**

Tenant shall pay rent to Landlord beginning on _____, 2020 in the amount of \$1,900.00 per month, due on the first day of the month.

4. **Use Of Leased Premises.**

Lessee covenants and agrees to use and occupy the leased premises only for the following purposes: storage of dry goods pertaining to Tenant's business. Such use and occupancy of the leased premises shall be in compliance with all applicable laws, ordinances and governmental regulations, and any Rules and Regulations that the Lessor may from time to time deem it necessary to set forth for the purpose of maintaining the overall operation of the building.

5. **Lessor's Enforcement Costs.**

Any and all expenses or costs incurred by Lessor, including reasonable attorney's fees, occasioned by the Lessee's failure to perform his or its duties and Obligations under the terms and provisions of this Lease Agreement, including but not limited to the payment of any and all sums of money due hereunder, shall be paid by the Lessee to the Lessor upon demand and shall be due as additional rent. Further, Lessee agrees that any judgment entered by any court of Competent jurisdiction shall, at the discretion of the court, include the payment of the expenses and/or costs incurred in obtaining the judgment by the Lessor against the Lessee as additional rent.

6. **Alterations On Improvements By Lessee.**

All alterations and improvements to the premises shall be approved, in writing, by Lessor. Lessee shall not make any premises, nor make any contract therefor, without first procuring Lessor's written permission. Lessee shall, prior to the commencement of any work, deliver to Lessor the

plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in form and substance satisfactory to Lessor, and shall furnish indemnification against liens, costs, damages and expenses as may be reasonably required by Lessor. All alterations, additions, improvements and fixtures, other than Lessee's trade fixtures, which may be made or installed by either Lessee or Lessor upon the demised premises shall become and remain the property of the Lessor, and shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury at the termination of the Lease Term, whether by the elapse of time or otherwise, all without compensation or credit to the Lessee; provided, however, if prior to the said termination, or within fifteen (15) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove any and all designated additions, improvements, fixtures and installations which were placed in the demised premises by Lessee and which are designated in said notice, and repair any damage occasioned by such removals, and in default thereof, Lessor may effect said removals and repairs and Lessee shall pay to Lessor, on demand, the cost thereof with interest at the rate of eighteen percent (18%) per annum, from the date of such removal by Lessor.

7. Compliance With Laws, Fire Insurance, Condition Of Property.

Lessee shall not do or permit to be done any act or thing upon the demised premises which will invalidate or be in conflict with fire insurance policies, covering the building of which the demised premises are a part, and fixtures and property therein, and shall not do, or permit to be done, any act or thing upon said premises which shall or might subject the Lessor to any liability or responsibility for injury to any person or persons or to property by reason of any business being carried on upon said demised premises or for any other reason; and Lessee at his or its expense shall comply with all rules, orders, regulations or requirements of the Board of Fire Insurance Underwriters, or any other similar body, and shall not do, or permit anything to be done in or upon said premises, or bring or keep therein, or use the premises in a manner which shall increase the rate of fire insurance on the building of which the demised premises form a part, or on property located therein, over that in effect at the present time. If by reason of failure of Lessee to comply with the provision of this paragraph, including, but not limited to, the mere use to which Lessee puts the demised premises, the fire insurance rate shall at the beginning of this Lease Term, or at anytime thereafter, be higher than it otherwise would be, then Lessee shall reimburse Lessor for that part of all fire insurance premiums thereafter paid by Lessor, which shall have been charged because of such failure or use by Lessee, and shall make such reimbursement upon the first day of the month following such outlay by Lessor. If Lessee installs any electrical equipment which overloads the electrical facilities, Lessee shall at his or its own expense make whatever changes are necessary to comply with the requirements of the Insurance Underwriters and governmental authorities having jurisdiction, but no changes shall be made by Lessee until Lessee first submits to Lessor plans and specifications for the proposed work and obtains Lessor's prior written approval to perform same. It shall be the obligation of Lessee to provide insurance protection for itself against any possible liability in connection with the pedestrian traveled areas that are adjacent to the demised premises. Lessee will not make or suffer any unlawful, improper, or offensive use of the demised premises, or use or occupancy thereof, contrary to any law of the State or ordinances of the town now or hereafter made, or that shall be injurious to any person or property, or that shall be liable to endanger or effect any insurance on the said building in which the demised premises is located, or to increase the premium thereof. If the utilization of the demised premises by Lessee results in a higher premium rate for the building, including both the demised premises and the building in which the demised premises is located, the Lessee hereby covenants and agrees to pay upon demand the additional premium resulting from his or its use of the demised premises.

8. Obstruction and Storage.

Lessee shall cause no obstruction of any common areas of the building in which the premises are located. Further, all ways of ingress and egress to the demised premises shall be unobstructed at all times, all in compliance with all fire and safety codes that are in effect from time to time.

9. Assignment And Subletting.

Lessee covenants and agrees not to sell, assign, mortgage, pledge or in any other manner transfer this Agreement of Lease, or any estate or interest thereunder; and, covenants and agrees not to sublet the demised premises or any part thereof. Lessor shall not be required to approve any sublease or assignments and may arbitrarily and capriciously withhold such consent in Lessor's sole discretion. In the event of a breach of this provision, Lessor may at Lessor's sole option, upon detection of a breach, invoke the following liquidated damages clause. In the event of a breach of this provision, Lessee shall be liable to Lessor for double the then current rent or double the rent paid by any sublessor or assignee (whichever is greater) for the period of time that any sublessee or assignee is in possession of the demised premises as liquidated damages.

10. Sale On Transfer By Lessor.

In the event of the sale or other transfer of Lessor's right; title, and interest in the demised premises (except in the case of a sale-leaseback financing transaction in which Lessor becomes a Lessee), Lessor shall transfer and assign to such purchaser or transferee all amounts of prepaid rent and the security deposit, and Lessor thereupon and without further act by either party hereto shall be released from all liability and obligation hereunder derived from this Lease Agreement arising out of any act, occurrence or omission relating to the demised premises or this Lease Agreement after the consummation of such sale or transfer. Lessee shall have no right to terminate this Lease Agreement or to abate rent nor to deduct from; nor set-off, nor counterclaim against rent because of any sale or transfer (including, without limitation, any sale leaseback), or upon any assignment of Lessor's interest therein, it shall be deemed and construed conclusively, without further agreement between the parties, that the purchaser or other transferee or assignee has assumed and agreed to perform the obligations of Lessor thereafter accruing. In the event that Lessor desires to sell the lease premises, Lessee shall have the right of first refusal to purchase the leased premises.

11. Maintenance And Repairs.

Lessee covenants and agrees to keep, maintain and repair the interior and exterior of the demised premises, including, without limitation, the walls, ceiling, floor (including the floor covering), Plumbing, heating and air conditioning units, windows, doors, roof and building. Further, Lessee covenants and agrees to keep the area adjacent to the front of the demised premises, clean and free of dirt and debris at all times during the Lease Term.

12. Lessor's Right Of Entry.

Lessor reserves the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions or alterations to the buildings of which the demised premises are a part, and to exhibit the demised premises to prospective lessees, purchasers or others.

13. Indemnity.

Lessee covenants and agrees to indemnify and save Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Lessee in the demised premises or from any breach or default on the part of Lessee in the performance of the duties and obligations imposed upon him or it under the terms and provisions of this Lease Agreement, or from any act of negligence of Lessee, his or its agents, contractors, servants, employees, permitted sub lessees, concessionaires, or licensees in or about the demised premises. It is further understood and agreed that Lessor shall not be liable and Lessee waives all right to claims for damages to person or property sustained by Lessee or Lessee's employees, agents, servants, invitees and customers resulting from the building in which the demised premises are located or the demised premises, or any equipment or appurtenances, becoming out of repair, or resulting from any accident in or about said premises.

14. Damage By Fire Or Other Casualty.

In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm, water damage (whether from within the building or from outside the building), or other casualty or Act of God as to be untenable, Lessor may restore the demised premises within a reasonable time after such destruction or damage, or may terminate this Lease Agreement and the term hereby demised, as of the date of destruction or damage, in either case by giving Lessee notice within sixty (60) days after the date of such destruction or damage and the rent shall abate on a per diem basis, but such abatement shall only apply during the period between May 2 and September 30 during each calendar year of the Lease Term, pursuant to the following schedule: If during the month of May, the rent shall abate at the rate of five percent (5%) of the total annual rent. If during the month of June, the rent shall abate at the rate of twenty per cent (20%) of the total annual rent. If during the month of July, the rent shall abate at the rate of thirty per cent (30%) of the total annual rent. If during the month of August, the rent shall abate at the rate of thirty per cent (30%) of the total annual rent. If during the month of September, the rent shall abate at the rate of fifteen per cent (15%) of the total annual rent. There shall be no abatement of rent in the event such destruction or damage occurs during the period of time between October 1 and April 30 of any calendar year. In the event the demised premises shall be damaged as aforesaid but is not rendered untenable, Lessor may restore the demised premises with reasonable dispatch, and while such damage is being repaired, if during the period of May 1 to September 30, Lessee shall be entitled to an abatement of rent for any portion of the demised premises, based on a percentage of the total square footage of the demised premises, that may be untenable, pursuant to the above schedule. Lessor shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, Acts of God, national emergency, acts of a public enemy, governmental laws or regulations, inability to produce materials or labor, or both, or any other causes beyond its control.

15. Assignment Of Chattels.

Lessee does hereby pledge, assign and grant a security interest unto Lessor in and to all of the furniture, fixtures, goods and chattels of Lessee which shall be on or in the demised premises, or that may be brought or put on said demised premises, as security for the payment of rent hereunder, or for the payment of any and all other sums of money that may become due hereunder, and Lessee

agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of Lessor. And, upon default in any of the terms, conditions or provisions hereof, Lessor shall have the right to sell any or all of said furniture, fixtures, goods and chattels or otherwise dispose of same in a commercially reasonable manner. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in or on the demised premises when Lessee vacates same shall be deemed to have been abandoned by Lessee, and by such abandonment Lessee automatically relinquishes any right, title or interest therein. Lessor is authorized to sell, dispose of or destroy same in any manner agreeable to Lessor without liability to Lessee whatsoever. Lessor shall have all rights of a secured party under the Uniform Commercial Code as it is in effect in the State of Maryland with respect to this assignment, and Lessee hereby appoints Lessor as attorney-in-fact to sign any financing statements that Lessor may reasonably require and record same to give notice of this assignment.

16. Force Majeure.

Lessor shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from doing so by cause(s) beyond the control of Lessor, which may include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, storm, flood, fire or other casualty, inability to obtain any material, services or financing or through acts of God. Lessee shall similarly be excused for delay in the performance of obligations hereunder provided:

(a) Nothing contained in this paragraph or elsewhere in this Lease Agreement shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money;

(b) No reliance by Lessee upon this paragraph shall limit or restrict in any way Lessor's right of self-help as provided in this Lease Agreement; and

(c) Lessee shall not be entitled to rely upon this paragraph unless it shall advise Lessor in writing, of the existence of any force majeure preventing the performance of an obligation of Lessee within five (5) days after the commencement of the force majeure.

17. Bankruptcy.

The estate and term of Lessee shall cease and automatically terminate in the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within ten (10) days, including weekends and holidays after the institution of said proceedings.

18. Termination And Lessor's Rights Upon Lessee's Default.

Lessor may terminate the estate and term demised by three (3) days written notice, including weekends and holidays upon the occurrence to Lessee of the happening of anyone or more of the following events: (a) the making by Lessee of an assignment for the benefit of its creditors; (b)

the levying of a writ of execution or attachment on or against the property of Lessee; (c) the taking of any action for the voluntary dissolution of Lessee or of its consolidation with or merger into another corporation; (d) the doing, or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefor against the land or building of which the demised premises are a part; and (e) the failure of Lessee to pay an installment of rent after due; or (f) to perform any other of its covenants under this Lease Agreement for five (5) days, including weekends and holidays. Upon termination, of the estate as aforesaid, and without further notice, Lessor, or its agent, may re-enter the demised premises with or without process of law using such force as may be necessary and remove all persons and chattels there from and Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the Lease Term. Notwithstanding such termination, the liability of Lessee for the payment of the rent provided for hereinabove shall not be extinguished for the balance of the Lease Term remaining after said termination, and Lessor shall be entitled to recover immediately as liquidated damages an amount equal to the rent for the said balance of the Lease Term. If Lessor at any time, by reason of any breach of the terms and provisions of this Lease Agreement, is compelled to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce Lessor's rights hereunder, the sum or sums so paid by Lessor with interest at the rate of five per cent (5%) per annum from the date of payment thereof, shall be due from Lessee to Lessor within five (5) days following payment of such respective sums or expenses. Lessee hereby agrees to waive trial by jury, and, from time to time, to confess judgment or judgments in favor of Lessor and against Lessee for any money due hereunder by Lessee to Lessor and for costs of suit and for attorneys fees in the amount of fifteen per cent (15%) of the amount of the confessed judgment, and to release all errors that may occur or intervene in such proceedings including the issuance of execution upon any such judgment or judgments, and that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or judgments or of any execution issued thereon or with any supplemental proceedings taken by Lessor to collect the amount of any such judgment or judgments and to consent that execution on any judgment or decree in favor of Lessor and against Lessee may issue forthwith. Lessee will, at the expiration of the Lease Term, yield up possession of the demised premises to Lessor, and failing to do so, will pay as liquidated damages for each day possession is withheld, an amount equal to Two Hundred Dollars (\$200.00) per day during the months November through March, and liquidated damages for failure to so yield during the months April through October in the amount of Two Thousand Dollars (\$2,000.00) per day. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

19. Notices.

Any notice required or permitted under this Lease Agreement shall be in writing and deemed sufficiently given or served if hand delivered or sent by certified mail to Lessee at the address of the demised premises, and if to Lessor, at the address fixed for the payment of rent, and either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

20. No Waiver.

No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express

waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease Agreement by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions of this Lease Agreement. The necessary grammatical changes required to make the provisions of this Lease Agreement apply in the plural sense where there is in each case fully expressed. The submission of the Lease Agreement for examination does not constitute a reservation of or option for the demised premises and this Lease Agreement becomes effective as a Lease only upon execution and delivery thereof by Lessor and by Lessee.

21. Non-Living/Sleeping Area.

Lessee covenants and agrees that at no time during the Lease Term will he or it allow or permit anyone to have sleeping or living quarters on the demised premises.

22. Utilities, Taxes, Permits And Licenses.

Lessee covenants and agrees to pay, when due, all charges for public utilities used and/or consumed on the demised premises during the Lease Term, including water and sewer service and for electricity and gas. Further, Lessee covenants and agrees to pay all personal property and inventory taxes, if any, as same fall due. Lessee shall be responsible for any and all taxes, permits and licenses necessary for the operation on the demised premises.

In no event shall Lessor be liable to Lessee for any interruption or failure in the supply of any such utilities to the demised premises. Lessor reserves the right to interrupt service of any or all utilities, when necessary, by reason of accident, or of repairs, alterations or improvements which in the judgment of Lessor are desirable or necessary to be made, until such repairs, alterations or improvements shall have been completed; and Lessor shall have no responsibility or liability for failure to supply utilities or act for the benefit of Lessee, when prevented from doing so by strikes, accidents or by other causes beyond Lessor's control, or by orders or regulations of any federal, state, county or municipal authority, or by any failure to receive suitable fuel supply, or inability by exercise of reasonable diligence to obtain the regularly used fuel or other suitable substitute; and Lessee agrees that Lessor shall have no claim for damages nor shall there be any abatement of rent in the event that any of said systems or service shall be discontinued or shall fail to function for any reason set forth above. Lessor will use reasonable effort to contact the Lessee prior to any interruption and to keep any interruption to a minimum.

23. Lessee's Insurance.

Lessee shall be responsible for securing One Million Dollars (\$1,000,000.00) worth of General Liability, Public Liability, Product Liability (if applicable), Property Damage Insurance Coverage and with a Two Million Dollar (\$2,000,000.00) aggregate. If the aggregate is used up during the policy year, Lessee must purchase another comprehensive/commercial liability insurance policy or policies in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate so that the Lessee is covered by comprehensive/commercial liability insurance at all times during the Lease Term. The policies of insurance shall specifically include coverage for the immediate demised

premises and any other demised premises related areas or activities. Lessee shall carry Worker's Compensation insurance for all of Lessee's employees in the amounts and coverages's required by the State of Maryland Insurance Administration Rules and Regulations. Lessee shall provide Lessor with a certificate of insurance (including a paid premium receipt) prior to the commencement of operation of his or its business that evidences the effectiveness of the above General Liability, Public Liability, Product Liability, Property Damage and Worker's Compensation coverage's, and which names Lessor and any other related entities, as additional insured on each policy of insurance. Should Lessee's insurance policy expire during the Lease Term, a new certificate evidencing the renewal of the appropriate insurance coverage's shall be provided to Lessor. Lessee shall indemnify and hold harmless Lessor and all other entities and persons so named as additional insured, and all other related entities from any and all liability, claims, damages, costs, and expenses arising from the conduct, management or operation of Lessee's business. All of Lessee's insurance companies for the purposes of the Lease Agreement must be recognized and accepted by Lessor and the State of Maryland Insurance Commissioner.

Lessee shall not do or permit to be done any act or thing upon the demised premises which may invalidate or be in conflict with Lessor's property and liability insurance policies covering the demised premises, and shall not do or permit to be done any act or thing upon said premises which may subject Lessor to any liability or responsibility for injury to any person or persons or to property by reason of any business being carried on upon said premises or for any reason. In the event of such an act or thing where Lessor might have liability or responsibility for injury, Lessor shall have the sole right at Lessor's sole discretion to close the demised premises until such act or thing is ended.

24. Waiver Of Subrogation.

It is mutually agreed by and between the parties hereto that Lessor shall not be liable for any damage of whatever kind, however caused, to personal property of Lessee or to anyone on or about the premises, however caused, or whether such acts be active or passive, including but not limited to damage to property of Lessee caused by water leakage or overflow, and Lessee agrees to hold Lessor harmless against any such damage claims.

25. Quiet Possession.

Lessor covenants that Lessor is seized of the demised premises and has the full right to enter into this Lease Agreement, and that Lessee shall have quiet and peaceful possession of the demised premises during all of said Lease Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to the possession of the demised premises.

26. Surrender Of Premises.

Lessee covenants and agrees that at the expiration or termination of the Lease Term he or it will peaceably yield up to Lessor the demised premises, and all improvements and additions made upon the demises premises, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the Lessor.

27. Covenants.

The terms, covenants, conditions and provisions of this Lease Agreement shall be binding upon and inure to the respective successor's interest and permitted assigns of the parties hereto.

28. **Applicable Law.**

The laws of the State of Maryland shall govern the validity, performance and enforcement of the Lease Agreement.

29. **Headings And Terms.**

The headings to the various paragraphs of this Lease Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "Lessee" when used in this Lease Agreement, shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, limited liability company or partnership, syndicate, combination organization or any other person or entity and shall be deemed to include heirs, personal representatives, successors and permitted assigns. Words of any gender used in this Lease Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the day and year first hereinabove written.

ATTEST/WITNESS

_____, LESSOR

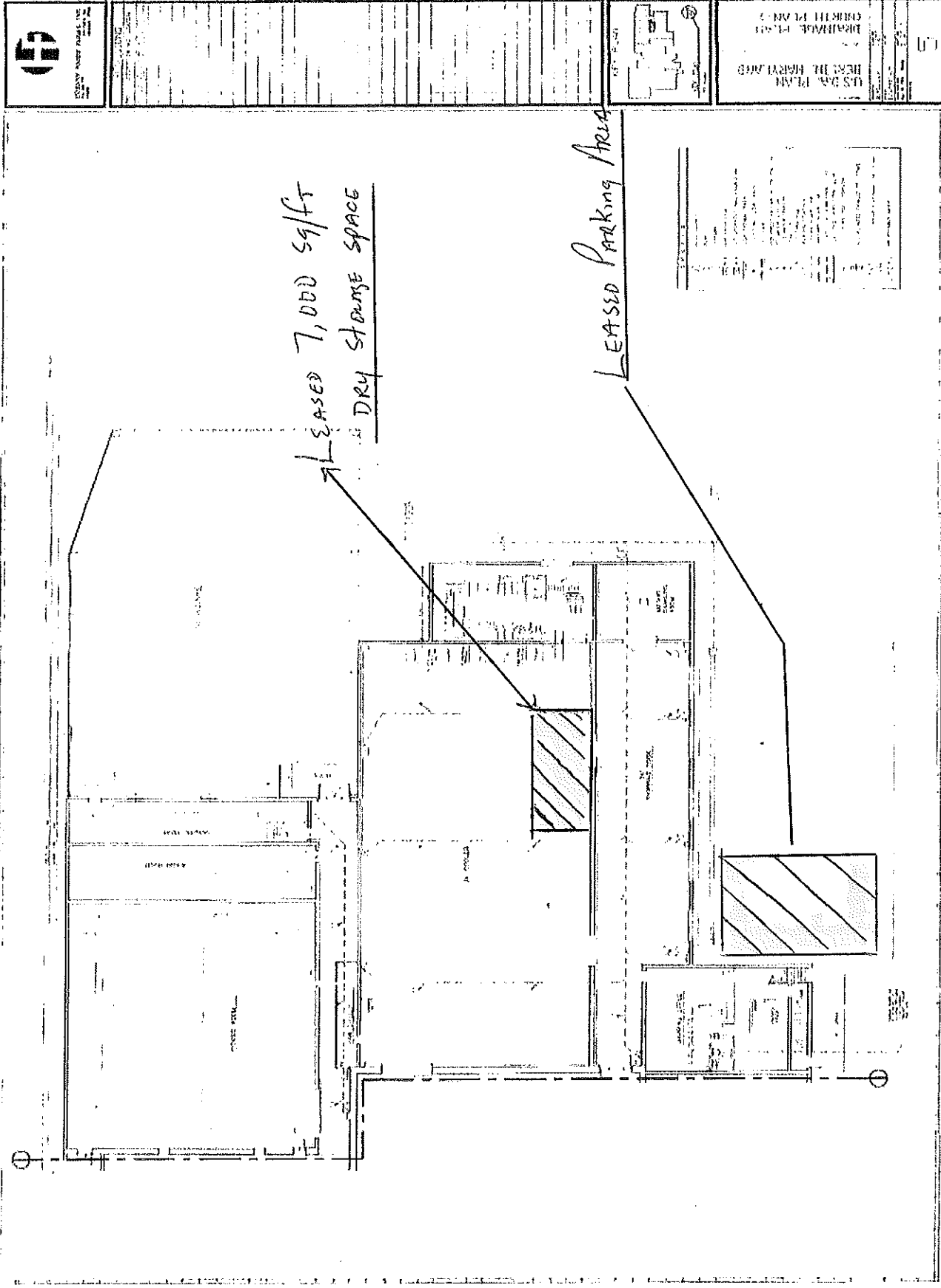
By: _____ (SEAL)

_____, LESSEE

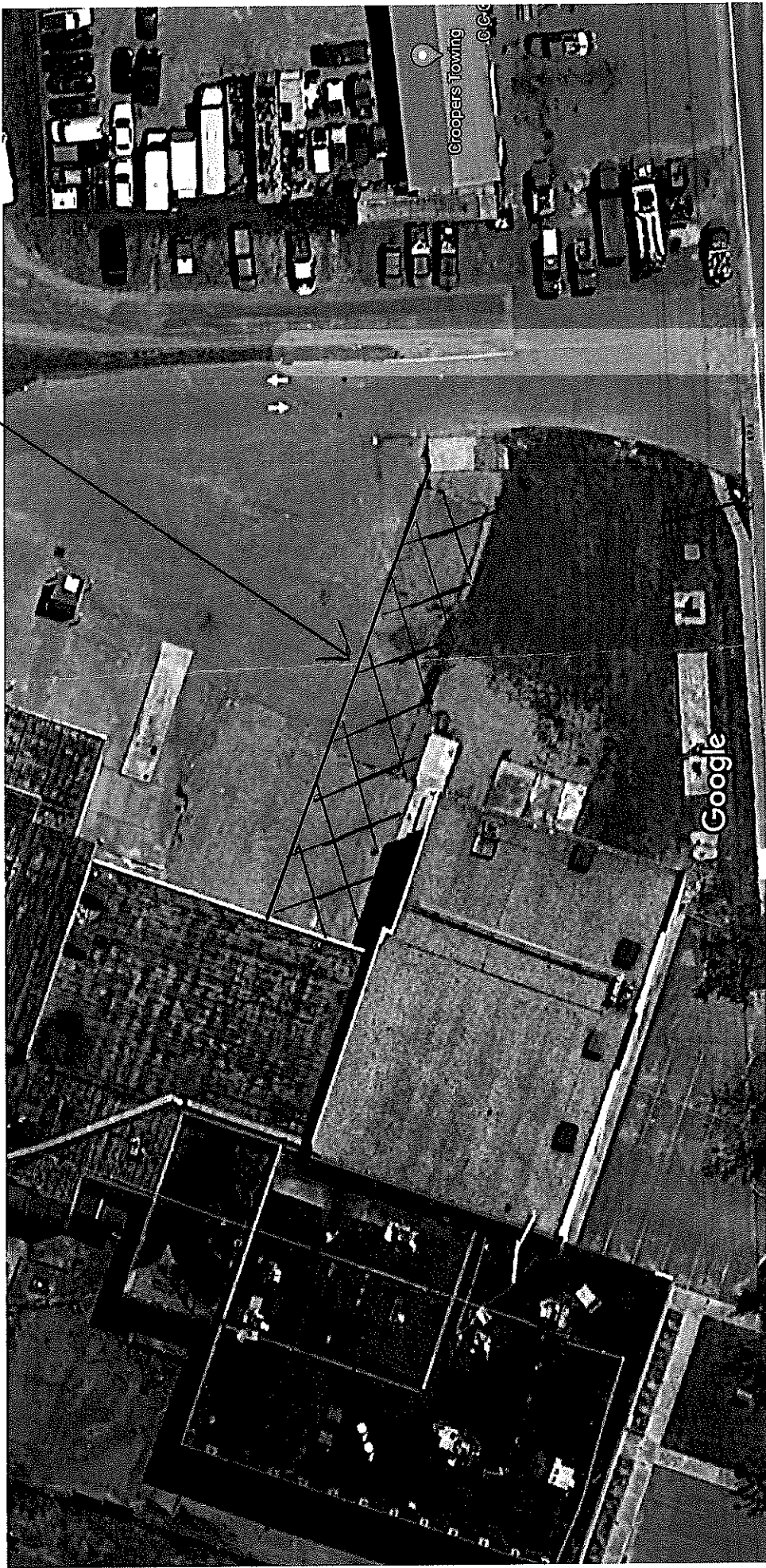
By: _____ (SEAL)

APPENDIX A
BRUSHMILLER LEASE

BERLIN FALLS - PROCESSING BLDG.



Rt. 346



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 20 ft



MOTION OF THE MAYOR AND COUNCIL 2020-12

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE LEASE AGREEMENT BETWEEN THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, HEREINAFTER LESSOR, AND CHRISTOPHER GALUARDI, MD, AND JESSCO, LLC, D/B/A PAIN MANAGEMENT, HEREINAFTER LESSEE.

APPROVED THIS ____ DAY OF _____, 2020 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 _____, 2020 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Jeffrey Fleetwood, Town Administrator

COMMERCIAL LEASE AGREEMENT

COMMERCIAL LEASE AGREEMENT, made this ____ day of _____, 2020, by and between MAYOR AND CITY COUNCIL OF BERLIN, (hereinafter referred to as "Lessor") and CHRISTOPHER GALUARDI, MD, AND JESSCO, LLC, D/B/A PAIN MANAGEMENT, (hereinafter referred to as "Lessee").

I. DESCRIPTION OF PREMISES AND USE.

- A. Lessor hereby leases to Lessee and Lessee rents from Lessor, in "as is" condition, all that property (hereinafter referred to as "Premises" or "Demised Premises") described as the Lease Area as shown on the attached plat of Lessor's property known as Tax Map 25, Parcel 87.
- B. The Premises shall be used by Lessee in the conduct of the business of parking spaces for the Pain Management Professional Office. Lessee shall not use the Premises for any illegal, unmoral or ultra hazardous activity, whether within or outside the scope of the business of Lessee, and Lessee shall not do, suffer or permit anything to be done in or about the Premises which will contravene the policies of insurance against loss by fire or other hazard.
- C. Lessee shall be responsible for cleaning and trash pickup, so that there be no accumulation of debris on the parking spaces.

II. TERM AND RENT.

- A. The initial term of this lease shall be for three (3) year(s) beginning upon execution hereof, and ending _____, 2023.
- B. As rent for the term of this Lease, Lessee shall pay Lessor the sum of \$400 per month, due on the 1st day of the month.
- C. For good and valuable consideration, Lessee is hereby given a conditional option to renew this lease for two (2) additional years except that rent for said renewal term shall be as agreed between Lessor and Lessee. If the parties cannot agree on renewal rental, this Lease shall terminate.
- D. If Lessee fails to pay rent when due, Lessor may impose a five percent (5%) late charge for each installment that is overdue and Lessee shall immediately pay said late charge.

- E. To renew this Lease for the aforesaid renewal terms, Lessee shall notify Lessor in writing of its intention to renew before December 1, 2020 of the year preceding the renewal term.

III. COMPLIANCE WITH LAWS; WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises, the breach of which might result in a penalty on Lessor. Lessee shall not commit or suffer to be committed, any waste on the Demised Premises, or any nuisance.

IV. RIGHT OF ENTRY.

Lessee shall permit Lessor, and its agents and employees to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting same. Lessee shall not deny or block Lessor's access to its remaining property as depicted on the Plat attached hereto.

V. SUBLETTING AND ASSIGNMENT.

Lessee shall not sublet or assign the Premises in whole or in part without the prior written consent of Lessor. Neither this Lease nor the Leasehold Estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no voluntary assignment, transfer or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

VI. NOTICES.

All notices, demands, or other writings in this Lease provided to be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail registered and postage prepaid, and addressed as follows:

TO LESSOR: Town Hall
10 William Street
Berlin, MD 21811

TO LESSEE: Dr. Christopher Galuardi
10308 Old Ocean City Blvd.
Berlin, MD 21811

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

VII. IMPROVEMENTS AND REPAIRS.

It is understood that all improvements necessary for Lessee's use of the leased premises as a parking area shall be made at Lessee's sole expense; however, all improvements must be made in accordance with applicable governmental regulations. Lessee shall, throughout the term of this Lease, at its' own cost and without any expense to Lessor, keep and maintain the leased premises in good condition.

VIII. INDEMNIFICATION OF LESSEE.

Lessor shall not be liable for any loss, injury, death or damage, which at any time may be suffered or sustained by Lessee, its servants, agents or employees, or by any person who may at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee, its servants, agents or employees, or any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. The preceding shall not apply to loss, injury, death or damage arising by reason of negligence or misconduct of Lessor, its agents or employees.

IX. INSURANCE.

Lessee shall maintain in effect throughout the term of this Lease, personal injury and property damage liability insurance covering the Premises and its appurtenances for injury or death of any one (1) person, for injury or death to any number of persons in one occurrence, and property damage liability insurance. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law. Lessee shall have Lessor named as an additional insured under the policy.

X. REDELIVERY OF PREMISES.

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amount, at the times, and in the manner herein provided and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease peaceably, and quietly surrender to Lessor the Premises. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

XI. UTILITIES.

Lessee shall pay for all utility service if any, to the Demised Premises.

XII. DEFAULT.

In the event of any breach of this Lease by Lessee, Lessor shall have all rights afforded by Maryland law, including the immediate right of re-entry. Lessee shall be obligated to reimburse Lessor for all costs, including attorney's fees and litigation expenses, incurred by Lessor due to Lessee's default.

XIII. WAIVER.

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or conditions herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

XIV. PARTIES BOUND.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

XV. TIME OF ESSENCE.

Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

XVII. SUBORDINATIONS.

This Lease shall be subject at all times to existing mortgages or deeds of trust encumbering the Premises and to all modifications, extensions, renewals and consolidations thereof. This Lease shall also be subordinate at all times to any other mortgages or deeds of trust that may hereafter encumber the premises. While no instrument or act by Lessee shall be necessary to effectuate such subordination, either to existing or future mortgages or deeds of trust, Lessee covenants and agrees, nevertheless, to execute and deliver such further instruments subordinating its interest hereunder to any such mortgage or deed of trust as may be desired by Lessee or any lender to it and Lessee hereby irrevocably appoints Lessor as the attorney-in-fact of Lessee to execute and deliver any such instrument for and on behalf of Lessee.

IN WITNESS WHEREOF, we hereunto execute this Lease, consisting of five (5) pages,
the day and year first above written.

WITNESS:

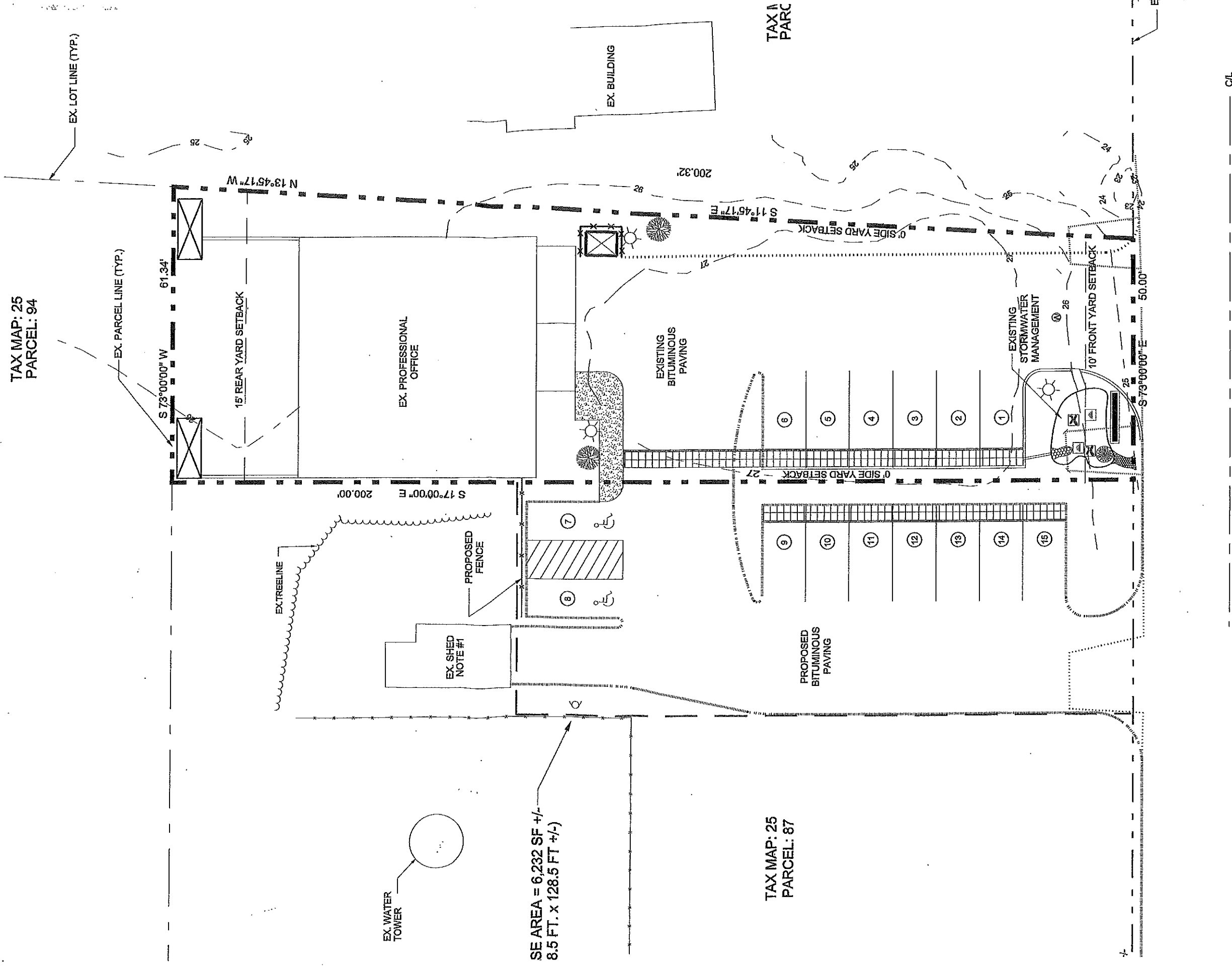
LESSOR:
MAYOR AND CITY COUNCIL OF
BERLIN

By: _____
Wm. Gee Williams, Mayor

LESSEE:
CHRISTOPHER GALUARDI, MD, AND
JESSCO, LLC, D/B/A PAIN
MANAGEMENT

By: _____
Dr. Christopher Galuardi

Appendix A - Galardi Lease 346



OLD OCEAN CITY BLVD.
(MD ROUTE 346)
40' RW

PLAN



MOTION OF THE MAYOR AND COUNCIL 2020-13

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING IG BURTON OF BERLIN, INC. TO PURCHASE SEVEN (7) EQUIVALENT DWELLING UNITS (EDUS) FOR 10419 OLD OCEAN CITY BLVD.

APPROVED THIS ____ DAY OF _____, 2020 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 _____, 2020 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
JEFFREY FLEETWOOD
TOWN ADMINISTRATOR

WATER AND SEWER USE AND ALLOCATION AGREEMENT

Made this 27th day of April, 2020 by and between "i.g.Burton of Berlin Inc". hereinafter referred to as "Owner", and the Town of Berlin, hereinafter referred to as "Berlin or "Town of Berlin".

WITNESSETH:

Whereas, the Owner is the owner in fee simple of certain property located in Worcester County, Maryland and known as 10419 Old Ocean City Blvd, Berlin, MD., Tax Map 0025, Parcel 0086 and 0088; hereinafter referred to as the "Property"; and

Whereas, the Property consists of a Auto Dealership commercial building. ("Building"). The Building contains one unit ("Unit"); and

Whereas, Berlin Standards and Specifications require the following:

Whereas, the Property is allocated under policies and procedures of Berlin a Water and Sewer allocation of seven (7) Equivalent Dwelling Unit ("EDU) equal to 1750 gpd; and

Whereas, the Owner may in the future desire to subdivide the Property, or divide the Property by metes and bounds or by other means for the purpose of sale or otherwise change the permitted uses or intensify or increase a previously permitted use on the Property so as to modify the water and sewer usage attributable to the Property; and

Whereas, this Agreement is not intended and shall not be construed as authorizing any EDU's in addition to the seven (7) EDU(s) allocated to the Property; and

Whereas, this Agreement is intended only to authorize the specific uses so as to assure the Town of Berlin that the use of the Property does not utilize in excess of seven (7) EDU(s), not to exceed 1750gpd.

Now, Therefore, in consideration of permission granted by the Town of Berlin to allow Owner or Owner's successors, personal representatives and assigns, a water and sewer allocation from the Town of Berlin equal to seven (7) EDU(s) or 1750gpd for the Project, the Owner does hereby covenant and agree for itself, and for all its purchasers, lessees, successors and assigns, to and with the Town of Berlin, as follows:

1. Historical metered flows were determined by the master meter on the Property from 24 months of continuous usage immediately prior to the

approval date of this agreement and these flows were used in the allocation of seven (7) EDU(s) or 1750gpd.

2. Owner specifically acknowledges and agrees that any changes to the approved use including any increase to or enhancement of a previously approved use may not be made without the prior express written approval of the Town of Berlin.
3. The Property is only approved for seven (7) EDU(s), Owner is to notify the Town of Berlin for approval of any change in use or ownership. The Owner further agrees and understands that a Zoning Permit shall be required for any change of use.
4. The Town shall monitor water consumption as an indication of actual sewer flow to a non-residential unit or project for a period of twenty-four months following completion of the entire project. If the flow exceeds the established EDU's allocated to the property, the owner of the non-residential unit or project will be assessed additional Special Connection Charges as appropriate, at the rate previously paid by the owner to reflect the additional flow in excess of the previously allocated number of EDU's. Any fractional portion shall be rounded to the next highest whole number. The owner agrees that it is required to purchase additional EDU'S if the actual flow exceeds the established EDU'S allocated to the property, and understands and agrees that the failure to purchase additional EDU'S may result in the termination of water and sewer service to the property at the discretion of the Town of Berlin.
5. Flow projections for the Property shall be calculated by the Town utilizing the flow projections provided in the Guidance Document, titled Wastewater Capacity Management Plans, 2006, published by the State of Maryland Department of the Environment, as amended, ("Guideline") except for medical office use.
6. Effective December 31, 2006, when the proposed use is for medical office space, flow projections for such use shall be calculated by the Town by multiplying the gross square footage of such medical office space times 0.10 to determine the projected flow in gallons per day ("Medical Office Guideline".)
7. Effective February 25, 2008, when the proposed use is for carry-out only, flow projection for such use shall be calculated by the Town by multiplying the gross square footage, to include all seating and food preparation area, including non-public space behind the counter but not a walk in refrigerated space if within the footprint of the building, times 0.5 gpd to determine the projected flow in gallons per day. If seating is planned the numbers of seats are multiplied by 25 gpd and the greater flow of the seating or square foot flow will be used. ("Carry -out Guideline".)
8. The Town shall review each request for a change in use, expansion of the use, or intensification of the use and, within 45 days of submission, calculate the projected flow pursuant to the Guidelines and Medical Office Guideline. Uses, which result in projected or actual flows in excess of the EDU allocated hereunder, shall not be permitted. The Town may extend

the 45-day period provided that it notifies the Owner in writing that it requires additional time to calculate the projected flow.

9. The foregoing covenants shall be deemed to run with and bind the Property and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Enforcement by the Town may include but not be limited to injunctive relief, the application of use surcharges or other fees or any other remedy deemed appropriate by the Town.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the day and year first above written.

ATTEST:

OWNER's Name

_____(Seal)
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2020, before me, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:

ATTEST:

OWNER's Name

_____(Seal)
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:

Lien Holder Consent

The undersigned is joining in the execution of this Water and Sewer Allocation Agreement, solely for the purposes of (a) consenting to the terms hereof, and (b) agreeing that this Agreement shall not be terminated or affected in any manner by a foreclosure or other transfer of the Property under the Deed of Trust recorded in Liber _____ Folio _____.

WITNESS

By: _____

Name: _____

Title: _____

Town of Berlin

ATTEST:

MAYOR

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020,
before me, a Notary Public of the State and County aforesaid, personally appeared
_____ and acknowledged himself to be the _____ of the
Town of Berlin, and that he, as such _____, being authorized
so to do, executed the foregoing agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My commission expires:

TOWN OF BERLIN

WATER & SEWER ALLOCATION APPLICATION

DATE: _____

The undersigned hereby makes application under the provisions of Ordinance 2009-02 Water and Sewer Allocation for the Town of Berlin. Fill in all applicable blanks.

APPLICANT DATA

Name: i.g. Burton of Berlin, Inc.

Mailing Address: 10419 Old Ocean City Blvd
Berlin, MD 21811

Telephone: 302-424-3041(office)

Name of Agent/Engineer: Davis, Bowen, & Friedel, Inc. Phone: 302-424-1441

PROPERTY DATA

Project Name: i.g. Burton of Berlin, Inc.

Street Address: 10419 Old Ocean City Blvd Town: Berlin, MD

Tax Map: 0025 Parcel: 0086 & 0088 Lot: n/a Other: n/a

Acreage: 6.095 Zoning: B2 Account No. 03 016501

Current Master Water and Sewerage Plan Designation: W-0 S-0

Existing Use: 0

Existing Allocation: sewer: 0 gpd water: 0 gpd

Zoning: B2

PROJECT DATA

Description: Chevrolet

Application is for: sewerage: Seven (7) water: Seven (7)

Total EDU's Required: Seven (7)

Amount Due: \$116,802

Balance Due: \$116,802

(Balance of EDU charge must be paid in full prior to the issuance of a Building Permit for structures that are being built.)