



**BERLIN MAYOR AND COUNCIL
Meeting Agenda
Berlin Town Hall
10 William Street**

Monday, May 9, 2016

6:00 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, or officials over whom this public body has jurisdiction or any other personnel matter that affects one or more specific individuals.
- b. Pursuant to Section §3-305(b)(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.
- c. Pursuant to Section §3-305(b)(3) To consider the acquisition of real property for a public purpose and matters directly related thereto.
- d. Pursuant to Section §3-305(b)(7) To consult with the counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 4/25/16
 - b. Statement of Closure for Executive Session of 4/25/16
 - c. Regular Session of 4/25/16
 - d. Utility Fund Budget Work Session of 5/2/16
 - e. Berlin Fire Company Budget Work Session of 5/2/16
2. Motion of Mayor and Council 2016-21
Approving the financing of two (2) EDU's by Stephen Black, Owner of 10621 Ocean Gateway (also known as Arby's)-Planning Director, David Engelhart
3. Motion of Mayor and Council 2016-22
Fireworks Contract (July 3, 2016)-Director of Economic and Community Development Ivy Wells

4. Motion of Mayor and Council 2016-23
Request from SonRise Church to leave a well in operation at 10026 Main Street (former Merial Select location).
5. Introduction of Ordinance 2016-03
Stormwater Code Clarification, Public Hearing to be held June 13, 2016-Town Administrator Laura Allen
6. Introduction of Ordinance 2016-04
FY17 Budget, Public Hearing to be held June 13, 2016-Town Administrator Laura Allen
7. Resolution 2016-08
FY17 Property Tax Rate-Town Administrator Laura Allen
8. Departmental Reports:
 - a. Administrative Services Director – Mary Bohlen
 - b. Water Resources/Public Works – Jane Kreiter
 - c. Electric – Tim Lawrence
 - d. Police – Arnold Downing
 - e. Planning – Dave Engelhart
 - f. Managing Director – Jeff Fleetwood
 - g. Economic and Community Development– Ivy Wells
9. Town Administrator's Report
10. Comments from the Mayor
11. Comments from the Council
12. Comments from the Public
13. Comments from the Press
14. Adjournment



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, April 25, 2016

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

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

Staff Present: Town Administrator Laura Allen, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Managing Director Jeff Fleetwood, Chief of Police Arnold Downing, Electric Utility Director Tim Lawrence and Planning Director Dave Engelhart

Staff Absent – Water Resources/Public Works Director Jane Kreiter, Economic and Community Development Director Ivy Wells and Town Attorney David Gaskill

1. Approval of the Minutes for:
 - a. Regular Session of 4/11/16

On the motion of Councilmember Gulyas, the Executive Session minutes of April 11, 2016 were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Present but recused	Absent
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

- b. General Fund Budget Work Session of 4/18/16

On the motion of Councilmember Gulyas, the Work Session minutes of April 18, 2016 were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Present but recused	Absent
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

2. Presentations:

a. Atlantic General Hospital – Michael Franklin

Mr. Franklin provided a PowerPoint presentation regarding the mission of the hospital and coordination of services within the community and within the new healthcare environment. He spoke regarding the established goals of the hospital regarding decreasing the utilization of services and re-admittance and reviewed the various areas which have seen improvement and are expected to continue to improve. Mr. Franklin also reviewed the community services provided by the hospital and their impact to the community.

Mr. Franklin thanked the Mayor and Council for their time and support and the Mayor and Council thanked Mr. Franklin for his presentation.

b. Cricket Center – Wendy Myers

Ms. Myers provided a PowerPoint presentation as well as handouts highlighting the numbers and effects of child abuse and noted that the Cricket Center is the only child advocacy center in Worcester County. Discussion followed regarding the importance of the services provided by the Cricket Center and the lack of state funding to meet the mandated requirements for certified advocacy centers. Ms. Myers noted that they are one of two centers on the eastern shore accredited by the National Children's Alliance.

Ms. Meyers thanked the Mayor and Council for their time and support and the Mayor and Council thanked her for her presentation.

3. Berlin Fire Company Requests – President David Fitzgerald, Fire Chief Jim Corron and EMS Captain Rona Schneck:

a. FY17 Budget Request – David Fitzgerald, Fire Company President,

Mr. Fitzgerald brought the Council's attention to two letters with documentation that had been previously provided regarding the Fire Company and EMS budget requests. He noted that, within the Fire request, there was an error in the amount being requested from the Town: the amount should read \$400,000 and not \$450,000 as printed. Mr. Fitzgerald continued with a review of ongoing and expected budgetary needs for both the Fire and EMS sections. Mayor Williams asked that representatives attend a Budget Work Session on May 2, 2016 to discuss these requests in greater detail. The Work Session would follow the Enterprise Fund Work Session scheduled for 5:30 PM. Mr. Fitzgerald agreed. Councilmember Purnell asked that Mr. John Stern, of Pigg, Krahl and Stern and the reviewing auditor, also be asked to attend the meeting. Ms. Allen indicated that she would confirm with Mr. Stern as soon as possible.

b. Special One-Day Permit for 5/14/16:

Councilmember Hall moved to approve the request and approval was unanimous as follows:

Name	Counted toward Quorum				
	Aye	No	Abstain	Present but recused	Absent
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

Mr. Fitzgerald inquired as to the process for getting a banner hung for the event and advertising on the Public Access Channel. Ms. Allen referred him to Mr. Lawrence regarding the banner and Ms. Bohlen regarding the PSA.

4. Berlin Falls Park Lease agreement, Jeep Jam event – Laura Allen
Representatives of Ocean City 4 X 4, LLC, Mr. Chris Cropper, Ms. Amanda Cropper and Mr. Brad Hoffman came forward. Ms. Allen presented Motion of the Mayor and Council 2016-20 authorizing a commercial lease agreement with Ocean City 4 X 4 for the use of 10009 Old Ocean City Boulevard (Berlin Falls Park) for the Berlin Jeep Week – Jeep Jam Event from August 25-28, 2016. Ms. Allen summarized the terms of the agreement and noted that a payment of \$4,000.00 would be paid to the Town for the use of the property. Discussion followed regarding the possibility of holding an event on Main Street and it was indicated that the group would try to organize something for 2017. Councilmember Brittingham asked about alcohol use during the event and Mr. Hoffman indicated that it was not provided nor allowed and that the event provided its own security to enforce this. Councilmember Burrell confirmed with Ms. Allen that Mr. Gaskill had reviewed the agreement. Councilmember Burrell moved to approve the lease agreement as presented and approval was unanimous as follows:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

5. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh noted that training and implementation of the Tyler Technologies financial system was continuing. The Finance Department was continuing work on the FY17 budget. Councilmember Burrell asked if the Tyler software was meeting expectations and Ms. Saleh indicated that training was going well, but there had not been enough “real-world” work with the system to make a final assessment. She noted that there had been some difficulties transitioning from Logics, but that full implementation was expected to be on track for July.

b. Administrative Service Director – Mary Bohlen

Ms. Bohlen indicated that Clean-Up Day on April 16th had been a success with over 50 volunteers in the three parks as well as other areas of Town. She noted that the first Spring Just Walk, Berlin event was scheduled for May 7, 2016 and noted that the Parks Commission Meeting had been moved from May 3, 2016 to May 10.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence noted that the majority of lots in Cannery Village have been energized; they are waiting to install the streetlights until construction is complete to avoid lights being hit by construction vehicles. He noted that emissions testing had been done at the Power Plant the previous week and three of the four engines had passed; engine #1 was being worked

on and expected to pass following completion. Cooling tower work was scheduled to begin on Tuesday, April 26, 2016 and meter reading would also be done this week.

d. Police Chief – Arnold Downing

Chief Downing noted that the Town is entering “event season”. He praised local law enforcement as well as the Secret Service and Transportation Security Administration personnel for the success of the prior week’s visit from Presidential Candidate Donald Trump. He also noted the cooperation of private property owners and Town staff in ensuring that there was space and services necessary to accommodate the unprecedented crowds. The Mayor and Council also expressed their appreciation for the excellent work on this event.

e. Planning Director – Dave Engelhart

Mr. Engelhart indicated that Certificates of Occupancy had been issued for the first 20 units in Cannery Village and expected that the remainder should be forthcoming very soon. He noted that the building permit for Royal Farms had been issued and that Arby’s and Ocean’s East were close to plan approval. He noted that the Board of Appeals was meeting Wednesday, April 27, 2016 and would be discussing the Gay Street properties previously rezoned.

Councilmember Burrell asked if it was permissible for construction crews to “hold” parking spaces over night when working on a downtown building. Chief Downing indicated that it was not.

f. Managing Director – Jeff Fleetwood

Mr. Fleetwood noted that he is continuing to hold discussions with the Town’s health and workers’ compensation insurance brokers regarding FY17 renewals. He invited all to visit Berlin Falls to see the work that has been done to date.

Councilmember Purnell asked if an opening date was planned and the Mayor replied that the park is not yet ready.

6. Town Administrator’s Report - none

7. Comments from the Mayor:

Mayor Williams noted that Governor Hogan had visited Berlin on the previous Friday; his visit was strictly timed and scheduled and, therefore, he was not able to meet with as many people as he would have like, or who would have liked to meet with him. While in Berlin, the Governor visited several businesses and presented a citation to the Mayor for “Take Pride in Berlin Week”.

8. Comments from the Council:

Gulyas – none

Councilmember Hall noted that the sign at Cannery Village referred to rentals and indicated her displeasure with that choice of wording. She also expressed concerns regarding use of properties as rental units and of a house in her neighborhood which had been converted into what was essentially a duplex. Discussion followed.

Councilmember Brittingham inquired as to whether there had been any progress on resolving the issues raised with Cannery Village. Mayor Williams noted that there had been

delays in the project, but it was time to re-open the dialogue. Councilmember Brittingham also noted that the lot which he formerly owned needed to be cut.

Councilmember Burrell volunteered to participate in the Cannery Village meetings and discussion followed regarding the process which had been followed. Mayor Williams noted that the Town provides notices of meetings in as many sources as practical and that citizens needed to keep themselves informed as to what issues are under discussion. Councilmember Burrell noted that the Town has a Planning Commission and Board of Appeals to discuss these issues and that, whether he, as a private citizen, agreed with their decision or not, he supports those decisions because they are made through the process that the Town has established.

Purnell – none

9. Comments from the Public:

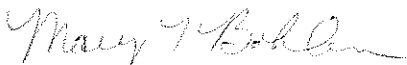
Ms. Pam Hay approached the Mayor and Council regarding leash laws. She indicated that she had previously appeared in August 2014 regarding a dog which had attacked her dog. Lengthy discussion followed regarding the leash laws and the need for additional diligence.

10. Comments from the Press - none

11. On the motion of Councilmember Burrell, Council meeting was adjourned at 9:30 pm.

Name	Counted toward Quorum				
	Aye	No	Abstain	Present but recused	Absent
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

Respectfully Submitted,



Mary T. Bohlen
Administrative Services Director

UTILITY FUND BUDGET WORK SESSION
MAYOR AND COUNCIL OF BERLIN MARYLAND
Monday, May 2, 2016

Mayor Williams opened the Budget Work Session of May 2, 2016 at approximately 5:30 PM. Councilmembers Gulyas, Hall and Purnell were present. Also present were Town Administrator Laura Allen, Administrative Services Director Mary Bohlen, Managing Director Jeff Fleetwood, and Finance Director Natalie Saleh. Water Resources/Public Works Director Jane Kreiter, Wastewater Superintendent Jamey Latchum, Water Superintendent Marvin Smith and Stormwater Superintendent Jocelyn Aydelotte were also present, as well as Electric Utility Director Tim Lawrence.

Ms. Allen introduced Ms. Zalikha Wan Zaharuddin from Malaysia and Crisanta Rodriguez from the Philippines, who were in Berlin as part of the International Fellows Program under the International City Managers Association. The Mayor and Councilmembers welcomed them to Berlin and Ms. Zaharuddin and Ms. Rodriguez thanked the Mayor and Council for hosting them.

Councilmember Burrell joined the meeting in progress.

Ms. Saleh reviewed the Water Revenue budget, discussing various factors impacting the revenue projections, which reflected a decrease of approximately 5%. Ms. Kreiter reviewed the Water Administration budget, which reflected a decrease of approximately 4%. Ms. Kreiter and Mr. Smith reviewed the Treatment and Distribution budgets, which decreased by 21% and 5%, respectively. Various aspects of these budgets were reviewed in greater detail to further illustrate the projected changes. The Water Fund Capital Budget was reviewed. It was noted that the Finance and Billing Software was divided evenly between Water, Wastewater and Electric. A roof for Well One and a replacement truck were included in the capital budget request.

Ms. Saleh reviewed the Wastewater Fund revenue budget, which reflected a decrease of 5%. Ms. Kreiter and Mr. Latchum reviewed the Wastewater Administration, Collection System, Treatment Plant and Spray Site budgets, which reflected a 16% decrease, 16% increase, 3% increase and 5% decrease respectively. Various aspects impacting these budgets were discussed. The Capital Budget for the Wastewater Fund was also reviewed, including Scada Auto Dialers and guide rails for various lift stations and a replacement truck and replacement tractor with attachment.

Ms. Saleh and Ms. Kreiter reviewed the Stormwater Fund revenue budget, which included a \$50,000.00 contribution from the General Fund, as established at the creation of the Stormwater Utility. Ms. Kreiter and Ms. Aydelotte reviewed the expense and capital budgets for the Stormwater Utility. The Capital Budget included Stormwater improvements to be undertaken with funding from several grant sources, as well as a truck, ditch maintenance equipment and contribution for the Vac Truck.

Councilmember Burrell noted that Water Resources continued to impress.

Ms. Kreiter, Mr. Latchum, Mr. Smith and Ms. Aydelotte left the meeting in progress.

Councilmember Brittingham joined the meeting in progress.

Ms. Saleh and Mr. Lawrence reviewed the Electric Fund Budget. There was a projected decrease of approximately 1% in revenues. The Power Plant and Power Distribution budgets expected an 8% increase and 1% decrease respectively. The Capital Budget for the Electric Department included a replacement Power Plant breaker, replacement truck, new electric services, and replacement trans closures and electric poles.

Discussion followed regarding AMI meters, with Mr. Lawrence indicating that that project was currently on hold.

The Utility Fund Budget Work Session ended at approximately 7:00 PM and was followed by a Budget Work Session with the Berlin Fire Company.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Mary T. Bohlen".

Mary T. Bohlen
Administrative Services Director

BERLIN FIRE COMPANY BUDGET WORK SESSION
MAYOR AND COUNCIL OF BERLIN MARYLAND
Monday, May 2, 2016

Mayor Williams opened the Fire Company Budget Work Session of May 2, 2016 at approximately 7:00 PM. Councilmembers Brittingham, Burrell, Gulyas, Hall and Purnell were present. Also present were Town Administrator Laura Allen, Administrative Services Director Mary Bohlen, Managing Director Jeff Fleetwood, and Finance Director Natalie Saleh. President David Fitzgerald, Fire Chief Jimmy Coron and Accountant Jay Bergey of the Berlin Fire Company were also present. John Stern and Leslie Michalik of Pigg, Krah and Stern were also present.

Mr. Fitzgerald noted that, within the Fire Budget, the amount indicated was \$450,000.00 for the requested Town contribution; this figure should read \$400,000.00.

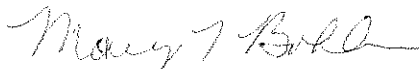
Discussion continued with Mr. Fitzgerald noting particular areas of the projected Fire expenses. He also suggested that the Town consider moving to a formula allocation, as Worcester County does. Lengthy discussion followed regarding equipment and vehicle replacement and personnel needs.

Mayor Williams suggested that Town hire an outside consultant to assess the current and projected needs of the Fire Company. Discussion followed. Mr. Fitzgerald indicated agreement that this would be beneficial.

Mr. Fitzgerald briefly discussed the EMS budget, noting that there were currently three personnel on duty, 24-hours/day.

The Budget Work Session ended at approximately 8:00 PM.

Respectfully Submitted,



Mary T. Bohlen
Administrative Services Director



MOTION OF THE MAYOR AND COUNCIL No. 2016-21

A motion of the Mayor and Council of the Town of Berlin approving the financing of two (2) EDU'S by Stephen Black, Owner of 10621 Ocean Gateway (also known as Arby's).

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

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

EDU PURCHASE AGREEMENT

This EDU Purchase Agreement, by and between the Mayor and Council of the Town of Berlin and Steven Black, owner of 10621 Ocean Gateway, Arby's Restaurant.

Purchaser agrees to purchase two (2) EDU's for use at Property ID 2403014460, Berlin, MD for a total price of \$ 33,372.00.

Purchaser paid a ten percent (10%) deposit of \$ 3,337.20 on April 21, 2016

The and Council have agreed to allow the balance due of \$30,034. to be paid over a 60 month period in equal monthly installments of \$ 500.58 beginning on June 5, 2016 and continuing thereafter until the balance is paid in full.

Victoria A. Maguire
Witness

Witness

SB E Br
_____, Owner of
10050 Bunting Rd.
Bethesda, Md. 20813

Wm. Gee Williams, III, Mayor

WATER AND SEWER USE AND ALLOCATION AGREEMENT

Revised 5/19/15

Made this 9th day of May 2016 by and between Steven Black 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 10621 Ocean Gateway, Berlin, MD., Tax Map 0025, Parcel 0438; hereinafter referred to as the "Property"; and

Whereas, the Property consists of a one-story 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 two (2) Equivalent Dwelling Unit ("EDU) equal to 500 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 two (2) 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 two (2) EDU(s), not to exceed 500 gpd.

Now, Therefore, inconsideration of permission granted by the Town of Berlin to allow Owner of Owner's successors, personal representatives and assigns, a water and sewer allocation from the Town of Berlin equal to two (2) EDU(s) or 500 gpd 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 two (2) EDU(s) or 500 gpd.

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 two (2) 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:
David H. Englehart

OWNER's Name

Steven G. Black (Seal)
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 2016, before me, a Notary Public of the State and County aforesaid, personally appeared Steven Black and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

Victoria Ann Magin
Notary Public
My commission expires:

ATTEST:

Victoria Ann Magin

OWNER's Name

(Seal)
Type name & title if any

VICTORIA A. MAGIN
Notary Public-Maryland
Worcester County
My Commission Expires
April 15, 2018

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2016, 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:

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2016, 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:



MOTION OF THE MAYOR AND COUNCIL No. 2016-22

A motion of the Mayor and Council of the Town of Berlin approving the Fireworks Display Agreement with America's World Class Fireworks Leader for a fireworks display on July 3, 2016 in the amount of \$10,000.

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

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

**America's World Class Fireworks Leader
FIREWORKS DISPLAY AGREEMENT**

Display Date: July 3, 2016

AGREEMENT made April 26, 2016 by and between Pyro Engineering, Inc., whose address is 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714 (hereinafter "PEI"); and Town of Berlin, 14 S. Main Street, Berlin, MD 21811 (hereinafter "SPONSOR").

WHEREAS, PEI designs, produces, and conducts fireworks displays; and

WHEREAS, SPONSOR wishes to engage PEI to design, produce and perform a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. FIREWORKS DISPLAY: On, July 3, 2016 (hereinafter "the Display Date"), PEI shall provide the fireworks and equipment for the display at the Fireworks Display location. The display will be under the supervision of a PEI trained technician. It is agreed that PEI shall be the sole fireworks supplier and producer for the event contracted for herein. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

ALTERNATE DATE:

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE:	\$10,000.00
---------------------------------	--------------------

The total (Fireworks Display Price plus all other applicable charges) sum of \$10,000.00 shall be due and payable as follows:

a. The sum of : \$5,000.00 within Thirty (30) days of receipt of this contract.

b. The Balance of : \$5,000.00 (which includes any taxes that may be applied to this sale) shall be paid by Official Check made payable to Pyro Engineering, Inc. not later than fifteen (15) days prior to the Display Date.

Please Note: SPONSOR is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Also, please see Section 16(c) below.

3. POSTPONEMENT/RESCHEDULING: If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on 7/2/2016	5%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on 7/2/2016	15%	Any 3 rd Party Vendor Expenses
Once Bay Fireworks Techs Arrive on Site	20%	Any 3 rd Party Vendor Expenses

Any request made by SPONSOR for rescheduling/canceling shall be directed to help@bayfireworks.com or by phone (516) 233-4132. It is understood and agreed that PEI shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of PEI.

4. SPONSOR'S AGENT: Ivy Wells CELL PHONE: _____ shall be designated as SPONSOR'S agent to whom all questions and inquiries shall be relayed. Sponsor's agent shall be the only agent of SPONSOR authorized to make decisions on behalf of SPONSOR or to request rescheduling of the fireworks display on the part of SPONSOR.

5. EXHIBITION PLANNER CHECKLIST: It is understood and agreed by the parties hereto that the Fireworks Display shall be contingent upon the strict compliance by SPONSOR with all items specified on the Exhibition Planner Checklist (EPC) which is

Please Initial each page.

Initial here:

Sponsor

PEI

annexed hereto and made a part hereof. Failure on the part of **SPONSOR** to comply with all requirements set forth in the EPC to the satisfaction of **PEI** within the time limits therein set forth shall be deemed to be an event of default of **SPONSOR'S** obligations hereunder.

6. SECURITY/SAFETY: **SPONSOR** shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by **PEI**. **SPONSOR** shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that **PEI** will cease all fireworks discharge due to any security breach of the FSZ. **PEI** shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the **SPONSOR'S** failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. **SPONSOR** acknowledges and agrees that **PEI'S** responsibilities are limited to the Fireworks Display and that **PEI** is relying on **SPONSOR** to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of **SPONSOR** shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the **PEI** technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The **PEI** technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The **PEI** technician may at any time temporarily discontinue the discharge of fireworks for any reason.

7. CREDITS: As a material inducement to **PEI** agreeing to enter into this Agreement, **SPONSOR** shall give **PEI** program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

8. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE. **PEI** shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event **PEI** is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.

9. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and **PEI'S** obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by **SPONSOR** prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event **SPONSOR'S** permit in any way limits or restricts the sale, performance or operation of said exhibition, **PEI** shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of **SPONSOR'S** permit. **SPONSOR** acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle **SPONSOR** to a reduction or abatement in the full contract price.

10. GENERAL PROVISIONS:

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. **SPONSOR** acknowledges and agrees that **PEI** has not made any representations or warranties except those specifically set forth in this contract.

Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.

- b) **SPONSOR** is responsible for removal of paper debris associated with the Fireworks Display.
- c) **PEI** is not responsible for procuring any marine services associated with the production of **SPONSOR'S** event. Should **SPONSOR** require these services, **PEI** may, upon written request, assist **SPONSOR** in the location and contracting of such services. All additional costs and fees associated with marine services are the responsibility of the **SPONSOR**. It is specifically understood and agreed that **PEI** shall not be responsible in any way if any third party service with which **SPONSOR** has contracted for service fails to perform and the display cannot proceed as planned.
- d) **SPONSOR** is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- e) In the event **SPONSOR** cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. **SPONSOR** will have up to 30 days from the date of cancellation to request **PEI** to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display
- f) **PEI** agrees to procure liability insurance on behalf of **SPONSOR**, and to indemnify **SPONSOR**, to the extent thereof, for all claims arising out of **PEI'S** negligence. Any additional insurance that is required that incurs a cost, will be the **SPONSOR'S** responsibility.
- g)

Please Initial each page.

Initial here:

Sponsor

PEI

11. SPONSOR'S DEFAULT: In the event SPONSOR shall fail to pay any sum when due under the terms of this contract, SPONSOR shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. SPONSOR does further agree that it shall pay PEI reasonable attorney fees and other costs in the event PEI shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel SPONSOR to pay any sums due hereunder or otherwise as a result of SPONSOR'S default of any of the terms and provisions herein contained.

12. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder PEI shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that PEI will have suffered damages due to Sponsor's default. The damages suffered by PEI as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due PEI is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by PEI.

13. SUBSTITUTIONS: PEI shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle SPONSOR to a reduction or abatement of the full contract price.

14. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Nassau County, New York, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New York.

15. BINDING EFFECT: This contract shall not be binding on PEI until executed by SPONSOR and PEI and PEI is in receipt of the down payment required hereunder.

16. EXHIBITION PLANNER CHECKLIST (EPC):

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

PEI'S RESPONSIBILITY: PEI will prepare the paperwork for the permit application on SPONOR'S behalf. PEI will call State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit.

1. Filing application deadline. Any fees associated are SPONSOR'S responsibility.
2. Local and state requirements for fireworks license for transportation and/or display.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that we carry an accurate route plan to the display site.
5. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

b. **COAST GUARD PERMITS (where required):**

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events).
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

Please initial each page.

Initial here:

Sponsor

PEI

c. **SPONSOR RESPONSIBILITIES AND EXPENSES** (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price.

- 1) **SECURITY:** MUST BE PROVIDED FOR FIREWORKS EQUIPMENT AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL COMPLETION AND CLEAN-UP OF DISPLAY AREA AND TRUCK DEPARTURE.
- 2) Sand: Please provide 0 yards of sand.
- 3) Laborer(s): 0 laborers to arrive at fireworks site on _____ (They will not handle fireworks).
- 4) Hotel Room(s): 0 hotel rooms.
- 5) Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes _____ No XX
- 6) If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives

d. **RADIO SIMULCAST EXPENSES** (if applicable):

- 1) Set up and staff a fireworks simulcast command center on site by 1:00 PM on the display date.
- 2) Provide broadcast relay to PEI Firing Center. Call our office for details.
- 3) Speaker system for VIP viewing stands.

e. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1. _____	3. _____
2. _____	4. _____

Name of Sponsor	Date	Pyro Engineering Signature	Date
By:			
Signed by on behalf of Sponsor (Signature)		Print Name	
Title of authorized representative of Sponsor		Title	

State of _____
County of _____

On the ____ day of _____, in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

[seal]

Please Initial each page.

Initial here:

Sponsor

PEI

PYRO ENGINEERING, INC.

DISPLAY SITE PLAN QUESTIONNAIRE

All items listed below are subject to all governing Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required or to be obtained by Sponsor.

SPONSOR: Town of Berlin

Display Date _____ Rain Date: _____ Budget: _____

Display Location: _____

Time of Display: _____ (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

IMPORTANT: PLEASE PROVIDE A SITE PLAN FOR YOUR EVENT LOCATION, INDICATING WITH AN X THE EXACT SPOT WHERE FIREWORKS ARE TO BE SET-UP.

Local Fire Marshal: _____ Telephone No: _____
Cell Phone No: _____

Crew Contact Person: _____ Telephone No: _____
Cell Phone No: _____

The Following information is necessary in order for us to provide your community or organization with a display that conforms with fireworks safety regulations and for the issuance of your insurance certificate.

DISTANCES, IN FEET, FROM THE FIRING AREA TO THE FOLLOWING: FEET

SPECTATORS, AUDIENCE OR PARKED CARS.....

OCCUPIED BUILDINGS (HOMES, APARTMENTS, ETC.).....

PUBLIC BUILDINGS (SCHOOLS, HOSPITALS, CHURCHES, ETC.).....

TEMPORARY EVENT SET-UPS (CONCESSIONS, TENTS, ETC.).....

MAIN PARKING AREAS.....

HIGHWAYS OR ROADS.....

OVERHEAD OBJECTS (POWER LINES, LIGHT POLES, TREES, ETC.).....

FUEL STORAGE.....

PLEASE PROVIDE DIRECTIONS FROM NEAREST INTERSTATE TO DISPLAY SITE. A MAP WOULD ALSO BE HELPFUL.

Local Motels/Hotels: _____ Telephone Nos. _____

Signature _____ Title: _____

Date _____

Please initial each page.

Initial here:

Sponsor

PEI

MULTIPLE YEAR FIREWORKS DISPLAY AGREEMENT—OPTIONAL

Agreement is made on this 26th day of April, 2016 between Pyro Engineering, Inc. whose address is 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714 hereinafter referred to as PEI and Town of Berlin, 14 S Main Street, Berlin, MD 21811 hereinafter referred to as SPONSOR

The parties hereto further mutually agree as follows:

1. **DURATION OF COMMITMENT:** In the event that SPONSOR holds, sponsors, or hosts a fireworks display (s) during the term of this agreement, SPONSOR agrees to contract PEI to produce said display(s) during the entire contract period. This contract covers the period of the calendar year(s) 2017 through 2021 inclusive.
2. **RESCHEDULING:** PEI will allow one (1) inclement weather rescheduling at no charge to SPONSOR during the term of this agreement. This inclement weather bonus excludes any marine or other expenses such as barge, tug, dockage, sea tow, etc. which is incurred may be billed separately. PEI must be notified of the postponement no later than midnight the day before your event, otherwise standard rescheduling fees will apply. Event must be rescheduled and take place no later than 6 months from the original display date. Any subsequent inclement weather rescheduling will be charged to the SPONSOR at the rate set forth in the fireworks contract.
3. **PRICING:** In consideration for the commitment stated herein, prices quoted shall be firm for the initial year of the contract term. Therefore, all extensions shall be subject to a four (4%) percent annual cost of living adjustment.
4. **GENERAL PROVISIONS:** There is a minimum budget requirement of \$20,000.00 (Twenty Thousand Dollars) for July 4th of any given year.
5. **INCORPORATION BY REFERENCE:**
 - a) The parties hereto expressly consent and agree that the Fireworks Display Agreement, of even date herewith is incorporated herein by reference as if fully set forth herein.
 - b) This constitutes the entire Agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by the party against whom enforcement of change, modification, renewal or extension is sought. The parties of this Agreement expressly consent and agree to incorporate each and every provision of all Fireworks Sales Agreements executed by the parties during the term of this Agreement.

Should any clause, section or part of this agreement be held or declared void or illegal for any reason, all other clauses, sections or parts of this agreement which can be effected without such illegal clauses, sections, or part shall nevertheless continue to full force and effect.

PEI reserves the right to make substitutions deemed necessary of any fireworks with equivalent fireworks, as permitted by law.

Name of Sponsor	Date	Pyro Engineering Signature	Date
By:			
Signed by on behalf of Sponsor (Signature)		Print Name	
Title of authorized representative of Sponsor		Title	

State of _____
County of _____

On the ____ day of _____, in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

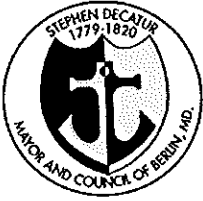
[seal]

Please initial each page.

Initial here:

Sponsor

PEI



MOTION OF THE MAYOR AND COUNCIL No. 2016-23

A motion of the Mayor and Council of the Town of Berlin granting permission to leave the well that supplies the fire protection storage tank at the former Merial Select Location in operation until May 9, 2018. This location is at 10026 Main Street, Berlin MD. 21811

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

Elroy Brittingham, Sr. Vice President


Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator



STAFF REPORT

To: Mayor and Members of the Town Council

From: Town Administrator Laura Allen 

Date: May 9, 2016

Subject: Stormwater Code Clarification Regarding Inspections

RECOMMENDATION

Staff recommends the Council adopt Ordinance No. 2016-03 amending Chapter 26, Article III, Division 4, Section 26-158(B).

EXECUTIVE SUMMARY

During a recent development project, a question was raised regarding who is allowed to inspect and document each environmental site design planning technique and practice. The current language is not clear. Staff recommends the Council adopt Ordinance No. 2016-03 to make it clear that the inspections shall be made and practices documented by the Town or its authorized representative.

FISCAL IMPACT

The recommendation contains no direct fiscal impact on the Town.

ANALYSIS

The current language in the code could be interpreted to allow a developer to have its own certified professional engineer (licensed in the state) complete inspections and document the environmental site design planning techniques.

This language was in the original code; it was not added with the code update in 2010. While this appears to have been the Town's practice historically, it is no longer the way we do business and hasn't been for many years.

Staff reviewed the code to determine if the same language was in any other section and could not find any. Other code sections clearly indicate that inspections shall be made by the Town, its authorized representative, or the governmental agency with jurisdiction (e.g. the State Highway Administration).

Staff recommends the Council adopt Ordinance No. 2016-03 to make it clear that inspections shall be made and practices documented by the Town or its authorized representative.

Attachment:

- Ordinance No. 2016-03

ORDINANCE NO. 2016-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN,
MARYLAND AMENDING CHAPTER 26, ARTICLE III, DIVISION 4,
SECTION 26-158(B), FOR THE PURPOSE OF CLARIFYING SAID SECTION.

Sec. 26-158. - Inspection schedule and reports.

- (a) The developer shall notify the town at least 48 hours before commencing any work in conjunction with the site development plan and the stormwater management plan and upon completion of the project. Upon completion of the project, a final inspection will be conducted.
- (b) Inspections shall be made and documented for each environmental site design (ESD) planning technique and practice at the stages of construction specified in the design manual by the town, or its authorized representative, ~~or certified by a professional engineer licensed in the state.~~ At a minimum, all environmental site design (ESD) and other nonstructural practices shall be inspected upon completion of final grading, the establishment of permanent stabilization, and before issuance of use and occupancy approval.
- (c) Written inspection reports shall include:
 - (1) The date and location of the inspection;
 - (2) Whether construction was in compliance with the approved stormwater management plan;
 - (3) Any variations from the approved construction specifications; and
 - (4) Any violations that exist.
- (d) The owner/developer and on-site personnel shall be notified in writing when violations are observed. Written notification shall describe the nature of the violation and the required corrective action.
- (e) No work shall proceed on the next phase of development until the town inspects and approves the work previously completed and furnishes the developer with the results of the inspection reports as soon as possible after completion of each required inspection.

(Code 1977, § 93-21; Ord. No. 1986-3, 10-6-1986; Ord. No. 2001-6, 8-13-2001; Ord. No. 2002-1, 1-28-2002; Ord. No. 2010-03, § 93-21, 4-23-2010)

ORDINANCE 2016-04

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE FY17 BUDGET AS SUBMITTED.

ADOPTED THIS _____ DAY OF _____, 2016 BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED.

Elroy Brittingham, Sr., Vice President

APPROVED THIS _____ DAY OF _____, 2016

Wm. Gee Williams, III Mayor

Laura Allen, Town Administrator

**MAYOR AND COUNCIL OF BERLIN, INC
TOWN OF BERLIN, MARYLAND
FY 2017 BUDGET**



**BUDGET COMPARISON 2010-2017
BUDGET COMPARISON CHART**

GENERAL FUND BUDGET

GENERAL FUND REVENUES

ELECTED OFFICIALS

ADMINISTRATION

ECONOMIC DEVELOPMENT

FINANCE

CUSTOMER SERVICE

POLICE DEPARTMENT

PUBLIC WORKS

SANITATION

STREETS

BUILDING AND GROUNDS

PLANNING

PARKS AND RECREATION

DEBT SERVICE

GENERAL FUND CAPITAL BUDGET

ELECTRIC FUND

ELECTRIC FUND REVENUES

ELECTRIC ADMINISTRATION

POWER PLANT

POWER DISTRIBUTION



ELECTRIC FUND CAPITAL BUDGET

WATER FUND

WATER FUND REVENUES

WATER ADMINISTRATION

WATER TREATMENT

WATER DISTRIBUTION



**We're
Going
Green!**

WATER FUND CAPITAL BUDGET

WASTEWATER FUND

WASTEWATER FUND REVENUES

WASTEWATER ADMINISTRATION

COLLECTION SYSTEM

TREATMENT PLANT

SPRAY SITE

WASTEWATER FUND CAPITAL BUDGET

STORMWATER FUND

STORMWATER REVENUES

STORMWATER EXPENSES

STORMWATER CAPITAL BUDGET

**MAYOR AND COUNCIL OF BERLIN, INC
TOWN OF BERLIN, MARYLAND
BUDGET COMPARISON**

	% Increase Decrease from prior year		% Increase Decrease from prior year		% Increase Decrease from prior year	
	2010	2011	2011	2012	2012	2012
BUDGET COMPARISON CHART						
TOTAL REVENUES	5,932,906	5,358,518	13%	4,950,620	4,950,620	-8%
TOTAL EXPENDITURES	5,932,906	5,358,518	17%	4,950,620	4,950,620	-8%
ELECTRIC FUND BUDGET						
TOTAL REVENUES	6,669,186	6,290,593	-5%	6,038,794	6,038,794	-4%
TOTAL EXPENDITURES	6,669,186	6,290,593	-5%	6,038,794	6,038,794	-4%
WATER FUND BUDGET						
TOTAL REVENUES	769,400	738,100	15%	878,600	878,600	19%
TOTAL EXPENDITURES	769,400	738,100	15%	878,600	878,600	19%
SEWER FUND BUDGET						
TOTAL REVENUES	2,214,917	1,444,540	-38%	1,793,830	1,793,830	24%
TOTAL EXPENDITURES	2,214,917	1,444,540	-38%	1,793,830	1,793,830	24%
STORMWATER FUND BUDGET						
TOTAL REVENUES						
TOTAL EXPENDITURES						
TOTAL BUDGET						
TOTAL REVENUES	15,586,409	13,831,751	15%	13,661,844	13,661,844	-1%
TOTAL EXPENDITURES	15,586,409	13,831,751	15%	13,661,844	13,661,844	-1%

**MAYOR AND COUNCIL OF BERLIN, INC
TOWN OF BERLIN, MARYLAND
BUDGET COMPARISON**

BUDGET COMPARISON CHART

	2013	% Increase Decrease from prior year	2014	% Increase Decrease from prior year	2015	% Increase Decrease from prior year
BUDGET COMPARISON CHART						
TOTAL REVENUES	4,869,001	-2%	4,475,731	-8%	5,250,641	17%
TOTAL EXPENDITURES	4,869,001	-2%	4,475,731	-8%	5,250,641	17%
ELECTRIC FUND BUDGET						
TOTAL REVENUES	5,875,933	-3%	5,484,776	-7%	5,699,914	4%
TOTAL EXPENDITURES	5,875,933	-3%	5,484,776	-7%	5,699,914	4%
WATER FUND BUDGET						
TOTAL REVENUES	850,500	-3%	892,100	5%	941,480	6%
TOTAL EXPENDITURES	850,500	-3%	892,100	5%	941,480	6%
SEWER FUND BUDGET						
TOTAL REVENUES	1,856,130	3%	1,929,295	4%	2,247,988	17%
TOTAL EXPENDITURES	1,856,130	3%	1,929,295	4%	2,247,988	17%
STORMWATER FUND BUDGET						
TOTAL REVENUES	300,000	0%	470,000	57%	1,305,600	178%
TOTAL EXPENDITURES	300,000	0%	470,000	57%	1,305,600	178%
TOTAL BUDGET						
TOTAL REVENUES	13,751,564	1%	13,251,902	-4%	15,445,623	17%
TOTAL EXPENDITURES	13,751,564	1%	13,251,902	-4%	15,445,623	17%

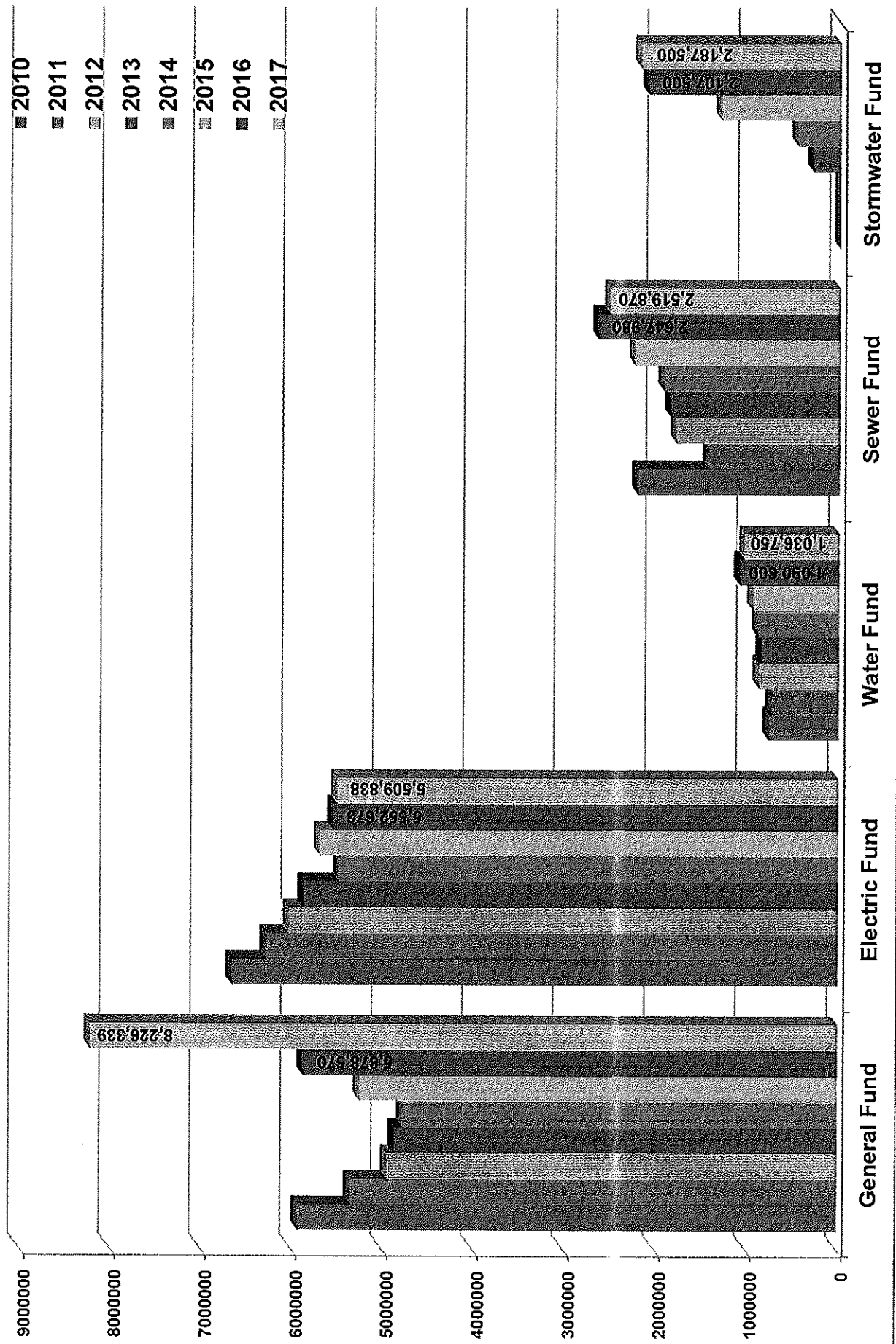
**MAYOR AND COUNCIL OF BERLIN, INC
TOWN OF BERLIN, MARYLAND
BUDGET COMPARISON**

BUDGET COMPARISON CHART

	2016	% Increase Decrease from prior year	2017	% Increase Decrease from prior year	% Increase Decrease from FY '10-FY'16
TOTAL REVENUES	5,878,570	12%	8,226,339	40%	-1%
TOTAL EXPENDITURES	5,878,570	12%	8,226,339	40%	-1%
TOTAL REVENUES	5,552,673	-3%	5,509,838	-1%	-17%
TOTAL EXPENDITURES	5,552,673	-3%	5,509,838	-1%	-17%
TOTAL REVENUES	1,090,600	16%	1,036,750	-5%	42%
TOTAL EXPENDITURES	1,090,600	16%	1,036,750	-5%	42%
TOTAL REVENUES	2,647,980	18%	2,519,870	-5%	20%
TOTAL EXPENDITURES	2,647,980	18%	2,519,870	-5%	20%
TOTAL REVENUES	2,107,500	61%	2,187,500	4%	603%
TOTAL EXPENDITURES	2,107,500	61%	2,187,500	4%	603%
TOTAL REVENUES	17,277,323	12%	19,480,297	13%	11%
TOTAL EXPENDITURES	17,277,323	12%	19,480,297	13%	11%

TOTAL BUDGET

FY 2010-2017 BUDGET COMPARISON



**RESOLUTION 2016-08
FISCAL YEAR 2017 TAX RATE**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A
MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, ESTABLISHING THE
PROPERTY TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2016 PURSUANT TO
ORDINANCE NUMBER 2016-04, THE OPERATIONAL BUDGET FOR
FISCAL YEAR 2017**

WHEREAS, the Mayor and Council will present the Ordinance Number 2016-04, the operational budget for Fiscal Year 2017 for the Town of Berlin, for the first reading at a Regular Council Meeting on May 9, 2016; and

WHEREAS, the revenues detailed in the Budget Ordinance 2016-04 are based on a property tax rate of \$.68 for each \$100 of assessed valuation;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Berlin that the property tax rate for Fiscal Year 2017 beginning July 1, 2016, shall be set at \$.68 for each \$100 of assessed valuation and \$1.70 for each \$100 assessed valuation for corporate and personal property taxes.

**ADOPTED, made this ____ day of _____, 2016, by THE MAYOR & COUNCIL OF
BERLIN, WITNESSETH:**

Elroy Brittingham Sr., Vice President

Attest: Laura Allen, Town Administrator

By: _____
Wm. Gee Williams, III, Mayor

TOWN ADMINISTRATOR'S REPORT

May 9, 2016

Purchase Orders (numeric order)

Payment Request

\$23,099.00

Sauber Mfg.

Single Reel Turret Trailer

10-4230-4092