



## **BERLIN MAYOR AND COUNCIL**

### **Meeting Agenda**

**Berlin Town Hall**  
**10 William Street**  
**Monday, April 11, 2022**

#### **6:00 PM BUDGET WORK SESSION – Council Chambers**

Discussion:

1. FY 2023 Utility Fund Capital Projects

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

1. Approval of the Minutes for:
  - a. Regular Session of 03.28.22
2. Special Events:
  - a. Special Event Application for Sisters 10 Year Anniversary Party and Cancer Society Fundraiser – Donna Compler
  - b. 2022 Independence Day Fireworks Show Sponsorship Form – Mayor Zack Tyndall
3. Public Hearings:
  - a. Ordinance 2022-03: Establishing an FY 2023 Tax Rate – Mayor Zack Tyndall and Finance Director Natalie Saleh
  - b. Resolution 2022-04: Authorizing Execution of a Cable Franchise Agreement Between the Town and Comcast of Eastern Shore, LLC – Town Administrator Jeffrey Fleetwood
4. Proclamation 2022-03: Recognizing the week of April 17-23, 2022, as Take Pride in Berlin Week – Mayor Zack Tyndall
5. 2022 RPS Supplier Annual Report Maryland RPS Program – Electric Director Tim Lawrence and Town Administrator Jeff Fleetwood
6. Appointment of Board, Commission, or Committee members – Mayor Zack Tyndall
7. Town Administrator's Report
8. Departmental Reports
9. Comments from the Council
10. Comments from the Mayor
11. Comments from the Public
12. Comments from the Press
13. Adjournment

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on [www.berlinmd.gov](http://www.berlinmd.gov), or type @townofberlinmd in the Facebook search bar. QR code links to online packet. 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/outside Maryland dial 1-800-735-2258.



**MAYOR AND COUNCIL OF BERLIN, INC****TOWN OF BERLIN, MARYLAND****FY 2023 CAPITAL BUDGET DEPARTMENT HEAD REQUESTS****ELECTRIC FUND****REVENUES**

Operating Revenues	458,400
New Development Services and Material Revenues	237,500

<b>TOTAL REVENUES</b>	<b>\$ 695,900</b>
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**EXPENDITURES**

5600 Administration	
Ford F250 4x4	55,000
-Repacement for 2010 F150 Veh #53	
Total Power Plant Department	55,000

5610 Power Plant Department	
Power Plant ABB Relay Cabinet	130,000
-Replace 1999 Relay Cabinet	
Power Plant Power Primary S&C Switch	60,000
-Replace 1950 Switch Box	
Substation Transformer Fans	50,400
-Replace 1999 Fans	
Cooling Tower Valves	70,000
-Replace 1999 Valves	
Total Power Plant Department	310,400

5620	Power Distribution Department			
	Transformers 3 Phase	2	17,500	35,000
	Transclosures Replacement 3 Phase	2	17,500	35,000
	Underground Electric Services Primary			50,000
	Underground Electric Services Secondary			17,500
	Electric Poles Replacement	8	2,500	20,000
	New Development S&C Switch			38,000
	New Development Transformer			135,000
	Total Power Distribution Department			<hr/> 330,500

<b>TOTAL EXPENDITURES</b>	<b>\$ 695,900</b>
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<b>TOTAL REVENUES</b>	<b>695,900</b>
<b>TOTAL EXPENDITURES</b>	<b>695,900</b>
<b>TOTAL REVENUES OVER EXPENDITURES</b>	<b>-</b>

MAYOR AND COUNCIL OF BERLIN, INC  
TOWN OF BERLIN, MARYLAND  
FY 2023 CAPITAL BUDGET DEPARTMENT HEAD REQUESTS  
WATER FUND

REVENUES

ARPA Grant (Requested by the Department Head)	1,300,000
Operating Revenues	78,925
Special Connection Revenues	438,075
TOTAL REVENUES	<u>\$ 1,817,000</u>

EXPENDITURES

5700 Water Administration	
Ford F550 Dump Truck	87,000
- Replace 2000 GMC 3500 (50/50 w/Streets Dept)	
Total for Water Administration Department	<u>87,000</u>
5710 Water Treatment	
Well House #1 Powellton Ave	300,000
PH Regulator System Upgrade	10,000
Total for Water Treatment Department	<u>310,000</u>
5720 Water Distribution Department	
Schoolfield, Elizabeth, S Main St. Valves	120,000
S Main - Germantown Rd Connect (2YRS Project)	300,000
Smart Metering Project	1,000,000
Total for Water Distribution Department	<u>1,420,000</u>
TOTAL EXPENDITURES	<u>\$ 1,817,000</u>
TOTAL REVENUES	1,817,000
TOTAL EXPENDITURES	<u>1,817,000</u>
TOTAL REVENUES OVER EXPENDITURES	<u>-</u>

MAYOR AND COUNCIL OF BERLIN, INC  
TOWN OF BERLIN, MARYLAND  
FY 2023 CAPITAL BUDGET DEPARTMENT HEAD REQUESTS  
WASTEWATER FUND

REVENUES

ARPA Grant (Requested by the Department Head)	1,000,000
Operating Revenues	17,500
TOTAL REVENUES	<u><u>\$ 1,017,500</u></u>

EXPENDITURES

5800 Sewer Administration	
SCADA System Upgrade	17,500
Total Sewer Administration Department	<u>17,500</u>
5810 Collection Department	
Broad Street Lift Station Rebuild	1,000,000
Total Collection Department	<u>1,000,000</u>
TOTAL EXPENDITURES	<u><u>\$ 1,017,500</u></u>
TOTAL REVENUES	1,017,500
TOTAL EXPENDITURES	<u>1,017,500</u>
TOTAL REVENUES OVER EXPENDITURES	<u><u>\$ -</u></u>





**BERLIN MAYOR AND COUNCIL**  
**Meeting Minutes**  
**Monday, March 28, 2022**

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

**Present:** Mayor Zackery Tyndall, Vice-President Dean Burrell, Councilmembers Troy Purnell, Jack Orris, Shaneka Nichols, and Jay Knerr.

**Staff Present:** Town Administrator Jeff Fleetwood, Deputy Town Administrator Mary Bohlen, Finance Director Natalie Saleh, Police Chief Arnold Downing, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Public Works Director Jimmy Charles, Town Attorney David Gaskill, and Administrative Manager Kelsey Jensen.

This meeting was also broadcast live via Facebook. Following a moment of silence and the Pledge of Allegiance, Mayor Tyndall called the meeting to order at approximately 7:00 PM.

1. Approval of the Minutes for:

a. Regular Session of Monday, March 14, 2022:

On the motion of Councilmember Orris, second by Councilmember Knerr, the Regular Session Minutes of 03.14.22 were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

b. Executive Session of Monday, March 21, 2022:

On the motion of Councilmember Knerr, second by Vice-President Burrell, the Executive Session minutes of 03.21.22 were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

c. Statement of Closure for Executive Session of Monday, March 21, 2022:

Mayor Tyndall read the Statement of Closure.

2. Mayor Tyndall swore in Brian Robertson to the Historic District Commission as an alternate.

3. Public Hearings:

a. Ordinance 2022-02: Establishing Regulations governing Short-term Rentals

Planning Director David Engelhart and Mayor Tyndall summarized the Short-term Rentals (STR) ordinance and pointed out changes in specific sections that included, removing owner occupied, fee changes, the violations process, etc.

Mayor Tyndall opened the Public Hearing at 7:12 PM.

The following individuals spoke about their feelings on the ordinance as summarized below:

Michael Hickman – against STR's, he has had issues with the one that backs up to his property and it has caused him to adjust his insurance policy, costing him more money.

Ryan Nellans – against STR's, but if the Town implements them, he wants to see owner occupied be included in the ordinance.

Anne Pollack – against STR's, but if the Town implements them, she wants to see owner occupied be included in the ordinance. She added it is not the Police Department's responsibility to monitor the ordinance, they are already shorthanded.

James Walsh – hopes no back door decisions have already been made; Mayor Tyndall assured him that all STR related topics have been discussed in public settings. He said he is not in favor of STR's, but not entirely against the idea if there are clear guidelines established and followed. He also added that employees are due for a deserved pay increase.

Carol Jacobs – for STR's and wants to see it adopted as is without owner occupied.

Tony Weeg – mixed on STR's, against because it is a business and businesses are not allowed in residential. But not against owner occupied units.

Devon Voisine – for STR's, he operates them and thinks the Town can implement a structure that can be amenable to the Town and STR operators.

Todd Martinek – for STR's, manages Brewhouse and wanted to discuss further with Mr. Hickman. Manages several in Berlin with little issues, average age of renters is 36 years with 1.6 children.

Bronwyn Betz – against STR's, many regulations needed, but if the Town implements them, she wants to see owner occupied be included in the ordinance.

Deeley Chester – for STR's, runs several STR's had questions regarding parking, renter's contact information. Mr. Engelhart said for a three-bedroom unit it would require three off-street parking spaces. Mr. Engelhart asked what information Air BnB provides regarding the renters, Mr. Chester said they are provided with a name, email, and phone number, the remaining information is provided to Air BnB and can be given to the owner if there is an issue with the property. Deputy Town Administrator Mary Bohlen asked if the owners can get the renters address if the Town ran into an issue and needed it; Mr. Chester said he assumes, but is not sure. Mr. Chester then asked Chief Downing how many calls they received last year in regards to Air BnB; Chief Downing said many calls, but only in regards to three locations. Mr. Chester then said he does not want to see owner occupied added. He then stated his neighbor to one property is here and is in support and lives next door to his Air BnB.

Jennifer Neeb – for STR's, she lives next door to one and enjoys the visitors. She said Air BnB has several options to allow the owner to vet the renters.

Laura Sterns – against STR's, lives across the street, sees a lot of partying and no respect for properties, she does not want a business operating next to her home which is why she bought in Berlin. If the Town decides to pass the ordinance, she feels strongly that owner occupied is necessary.

Glenn Davis – against STR's sees issues with trash, parties, pets, etc., he also does not want to have to self-police his neighbors. He is shocked the Town even entertained the comments made by the Coastal Association of Realtors because they do not live in Town, they profit from it.

Nicole Masenior – against STR's, she thinks there is a lot of fear associated with the idea of how many may end up in Town if it becomes allowed, not having permanent neighbors is worrisome.

Keith Sargent – for STR's, operates one currently, it is a second home that they use as an Air BnB when they are not in Town. Feels the Town is making a big deal out of nothing, from his research, there is about 1% of homes in Berlin that operate as STR's.

Lindsey Parker – for STR's, operated and has had 118 past reservations. She always checks renters intentions to be sure they are a good fit for her home, she does not want someone to destroy her property. She has never had any police complaints and only very minor damages to items on her property. She expressed concerns with parking stipulations because the property only fits one vehicle comfortably. Councilmember Nichols asked what contact information Air BnB provides to her, she said the information previously discussed, but added that ID cards must be uploaded to the app but are not released to owners. She added that if she has an issue with a renter Air BnB has a resolution center that they can file issues through to insure the property is protected. Councilmember Nichols added that not everyone will use Air BnB or VRBO, but she understands they provide protections for the owner.

Jamie Parker – for STR's, she operates an Air BnB and has had 48 past reservations without issues, she added restaurants and shops rely on tourism. She is firmly against owner occupied.

Debbie Cook – against STR's, was disappointed to see owner occupied removed from the original proposed version. She operated three STR's in Ocean City, but does not feel they are appropriate for Berlin, it will ruin the small town feel.

Edward Hammond – against STR's, he feels it would impact the housing market and make it difficult for families to buy in Berlin. He then stated that he understands that the fine can amount to \$600 per month without licensing and said many may see this as a cost of doing business and remain unlicensed, he had concerns about the next steps for those who remain non-complaint. He added that if the Town approves the ordinance, he thinks the number of licenses issued needs regulated and said he is okay with non-owner-occupied rentals in apartments and commercial zoning areas.

Carol Rose – against STR's, she indicated Lindsey Parker sold her home to an LLC in 2021 and is afraid that the whole Town will be owned by LLC's without owner occupied.

Brian Robertson – against STR's, he is not comfortable with his children playing outside and the neighbors and community changing every two weeks. He wants a sense of community and to know someone is watching out for his family and his home. He expressed concerns about long-term rentals no longer existing if owners can get more money for STR's. He does not want to see a business run next door.

Barb Stack – against STR's, needs owner occupied if approved, but feels they need a rental license and a business license since they will be operating as a business. She runs a business in her home and is required to have a business license. She foresees issues with parking and impacts on Town resources for all departments. The violation fees should be raised.

Jim Quick – against STR's, owns a bed and breakfast and feels that if approved it is necessary to level the playing field, currently they are required to have inspections by the Fire Marshal and Fire Protection Services, so feels STR's should be as well. Mayor Tyndall stated that there are requirements of inspections through the Fire Marshal's Office, they are trying to establish guidelines to keep things even.

James Walsh – second time speaking, he asked why owner occupied was removed and if it was agreed upon as a group; Mayor Tyndall said it was removed after several meetings and hearing the divide among the Public, Council, and Staff, so he had to decide and removed it.

Ron Cascio – against STR's, he said if you remove owner occupied you are supporting the LLCs, if you leave it in there you are supporting the residents of this Town, he asked that they remember who they were elected to represent.

Joe Hill – against STR's, he asked if this ordinance fits in the comprehensive plan that took a long time to create. He said hotels are made for short visits, not community homes. Allowing STR's will jeopardize the quality of life.

Carol Jacobs – second time speaking, she said the comments about being a business are confusing because if you are paying for a rental license then you are paying to run a business. She then asked for clarity on the owner-occupied clause that was removed, Mr. Engelhart read the definition of a permanent residents, which requires you dwell in the home for 180 days of the year, he then explained the homestead tax credit requirements to help clarify further.

With no further comments, Mayor Tyndall closed the Public Hearing at 8:50 PM.

Councilmember Orris said if someone has never used an electronic platform and he booked a timeframe for them, can someone else use the rental; the answer was yes, there was a comment that there is no way to confirm the person who booked is who is staying in the property unless you are on-site upon arrival. There were then several comments about instant bookings, property owners setting stipulations the renters must meet, limited control over who is staying in the property, etc.

Vice-President Burrell asked Ms. Lindsey Parker to explain the Air BnB resolution center further, she said the protections include damages if you have documentation to back up your damages. Vice-President Burrell asked for a show of hands for those in favor, against, or in favor if own occupied.

Councilmember Knerr said he heard from several residents to leave owner occupied in place, so he would like to see that be reinstated in Ordinance 2022-02.

On the motion of Councilmember Knerr, second by Councilmember Nichols, the amendment to Ordinance 2022-02 to put the owner-occupied section back in under definitions item B2 and eligible zones item C1, was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell		X			
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	4	1			

Vice-President Burrell commented that he has heard many comments on this topic over the past few months. He can see both sides of things, he understands the concerns about the government dictating what can and cannot be done with an individual's property. He understands the need to earn a living or provide a means of financial support. He also understands the importance of quality of life in a community and that an issue with someone's property has an effect on the neighbors and community.

On the motion of Councilmember Orris, second by Councilmember Nichols, the amendment to Ordinance 2022-02 to change the \$125 fee to \$200 in sections D2 and D4 to follow suit with the costs the County imposes, was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Mr. Engelhart recommended a change in wording in regards to the issue of a maximum fine of \$600 that Mr. Hammond touched on. He said most other fines can repeat after 10 days of non-compliance, so he wanted to recommend that the Council consider adding in a stipulation under the other violations section, E2, that for every day after 10 days that the property remain unlicensed a fine of \$200 per day be imposed.

On the motion of Councilmember Knerr, second by Councilmember Nichols, the amendment to Ordinance 2022-02, in the other violations section, section E2, for every day after 10 days that the property remain unlicensed a fine of \$200 be imposed, was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Mayor Tyndall asked that the Council consider making the ordinance effective July 1, 2022, instead of the normal 20 days after approved.

On the motion of Councilmember Orris, second by Councilmember Knerr, Ordinance 2022-02 with all of the approved amendments and an effective date of July 1, 2022, was not approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP		X			
Troy Purnell		X			
Jack Orris	X				
Shaneka Nichols		X			
Jay Knerr	X				
<i>Voting Tally</i>	2	3			

Councilmember Nichols made the same motion to approved Ordinance 2022-02 with all of the approved amendments but with the normal effective date of 20 days after approved instead of an effective date of July 1, 2022. Mr. Engelhart said there is much work that will go into the preparation of implementing Ordinance 2022-02 and he does not believe 20 days is enough time to make the applications, have people apply, input all applications, creating postings, etc. Councilmember Nichols said she did not realize the amount of time needed and rescinded her Motion.

On the motion of Councilmember Orris, second by Councilmember Knerr, Ordinance 2022-02 with all of the approved amendments and an effective date of July 1, 2022, was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP		X			
Troy Purnell		X			
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	3	2			

**b. Ordinance 2022-03: Establishing an FY 2023 Tax Rate**

Mayor Tyndall discussed the presentation he made for the packet and said he omitted the debt service interest, and principal, so he said the numbers presented are not accurate and there is a larger deficit then what is indicated.

Mayor Tyndall said the Department Heads Budget's expenditures were higher than projected revenues and needed to be cut back. He said he asked for feedback from Department Heads and the Council on ways to cut the budget, he only received feedback from Councilmembers Orris and Nichols. He then indicated that he was very disappointed in Department Heads for not responding with ways they planned to trim their budget to needs only. He said that they need to scale the budget back to balance it with the unchanged proposed tax rate of \$.815. Mayor Tyndall then recommended that they table the Public Hearing for now and come back on May 9<sup>th</sup> when they are discussing the budget introduction. Councilmember Orris asked if as of close of business today have we received any indication of revenues form organizations that were still pending, or any preliminary health care numbers; Town Administrator Jeff Fleetwood said we have nothing from

revenue sources at this time, but we did get very rough preliminary numbers as of 8 PM this evening for healthcare and he is not comfortable discussing those until some layers can be dissected first. Administrative Manager Kelsey Jensen said she would be reaching out to Mr. Carroll tomorrow morning, but he may not have any more information for them until later in the day when he has a chance to get through those layers; she then indicated that CareFirst has a self-proclaimed deadline of April 1<sup>st</sup>, so we did receive something before then, but she understands the difficulties in establishing a budget without a final number for such a large expense.

Councilmember Knerr said he was going to suggest the same thing to table the Tax Rate Public Hearing for now. Mayor Tyndall said it is important to allow the Department Heads more time to go back to the drawing board to establish a better work product, plus it gives the group time to discuss the budget further during the work sessions to see what can be changed.

Police Chief Arnold Downing said he is very frustrated to hear that the Mayor is disappointed when there were no comments or feedback and they were already told to cut the budgets to the bone and include needs not wants, and that is what they did before meeting. Chief Downing said that during those meetings there were no comments, positive or negative, to imply they needed to make changes, so he took no comments as the Mayor being content with what was proposed. He also indicated that he felt excluded from the process and has not received communication from the Mayor since their meeting three weeks ago. Mayor Tyndall said he does not recall some of the comments the Chief made but said there has been a lot going on and he did not get to complete his calls to staff about their budgets, so he apologized for not being able to reach out, but said he made it clear that the budgets needed to fit with the current rate.

Finance Director Natalie Saleh said she too never received a call nor had the Mayor requested her input on the numbers that were sent out in the packet and she is the finance director. She said what was budgeted by each department was needed. She then indicated that without amending the Town Policy, the tax rate can only be moved to a maximum of 21 days from today. Town Attorney David Gaskill said the policy can be amended if they did want to change the hearing to May 9<sup>th</sup>. Ms. Saleh then argued that she cannot establish a budget without having a tax rate first so she would face several difficulties with May 9<sup>th</sup>.

Councilmember Purnell said the tax rate needs to be higher, they cannot keep kicking the can down the road. Vice-President Burrell said it is the Mayor responsibility to present a balanced budget, and if the Departments already indicated they are at bare-bones, he should have proposed a higher tax rate. Councilmember Knerr said he needs more information to make a decision and when he sat in on the meetings, he heard each department say their budget was necessity.

Vice-President Burrell said he does not want to see safety or services go down because employees do not have the needed equipment to do their jobs; Mayor Tyndall said he does not want to see that happen either, but firmly believes the budget can be altered to fit in the proposed rate without jeopardizing safety or services. Vice-President Burrell then defied a leader and said the Town needs Mayor Tyndall to be a leader.

Town Administrator Jeffrey Fleetwood said it is unrealistic to make \$450,000 in cuts to the general fund; Mayor Tyndall said he disagrees.

Resident Tony Weeg said what he is hearing is appalling and he cannot believe that staff and the Council have not been involved in these presented numbers, he said kicking the can down the road on increased taxes will not get them anywhere, staff said no more cuts can be made.

Councilmember Knerr asked if the proposed budget as is, was approved today what increase in taxes would be required to cover the difference, Mayor Tyndall indicated \$.09; Ms. Saleh indicated \$.035 would get them extremely close with no major cuts. Mayor Tyndall discussed the options the Council must consider tonight.

Councilmember Knerr made a Motion that the Council table the tax rate until the May 9<sup>th</sup> meeting; Vice-President Burrell seconded the Motion. Ms. Saleh indicated her concerns on some of that recommendation; she felt strongly that the rate should be decided on no later than April 11, 2022. Ms. Saleh added that if they put the rate off until May, they will not be able to meet deadlines set by the County. Councilmember Knerr then amended his Motion.

On the motion of Councilmember Knerr, second by Vice-President Burrell, the Motion to table the tax rate hearing until April 11, 2022, was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Councilmember Orris then asked when we typically have finalized revenue figures from the State; Ms. Saleh said usually April.

4. Proclamations 2022-02: Recognizing April as Fair Housing Month

Mayor Zack Tyndall read the Proclamation and Deputy Town Administrator Mary Bohlen explained the purpose of recognizing April as Fair Housing Month.

5. Discussion Items:

a. Heron Park RFP Update

Mayor Zack Tyndall said he is hopeful the Council will have more information soon, but they did meet with each bidder to discuss the bid in more detail.

b. Use of Parcel 0842 on Flower Street for Memorial Day Parade

Mayor Zack Tyndall said they met with the BCIA and they would like to use the land parcel 0842 for a Memorial Day Parade. He also said if they determine any additional insurance is required for the BCIA to use the property they will be sure it is added.

On the motion of Vice-President Burrell, second by Councilmember Nichols, the request to allow the BCIA to use Parcel 0842 for a Memorial Day Parade was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				



6. Town Administrator's Report – Jeffrey Fleetwood

Mr. Fleetwood reported that he attended a meeting with the Mayor and Council to discuss the two bidders for the Heron Park property. He attended a meeting with the Mayor to discuss a Memorial Day parade. There was a bid opening for Meter procurement RFP, the Town has received three bids which are currently being evaluated by Mr. Latchum, Josh Taylor. He met with Public Works, Water Resources, Electric, and a vendor to discuss uniforms. He met with Jimmy Charles to re-look at Capital needs at Public Works. He met with Eric Fiori (Forgotten 50) about the purchase of 1 additional EDU. He had a conversation with Tony Weeg about a \$10k grant We Heart Berlin has received; Tony plans to give this to the Town for the lighting project for the basketball courts at Henry Park. Lastly, he said Mr. Latchum is out today and will be back Wednesday so he wanted to mention that there will be a farewell lunch on April 28<sup>th</sup> at noon for Marvin Smith; Ms. Jensen indicated the date was the 22<sup>nd</sup> with a backup date of the 28<sup>th</sup>.

7. Departmental Reports:

a. Economic and Community Development Director – Ivy Wells

Ms. Wells reported that they received the \$5,000 Keep Maryland Beautiful Grant to fund the bioretention/rain gardens for 'Pollinator Way' which is the alley located between Island Creamery and Gilberts Provisions & to continue our free reusable bag giveaway. They received the Main Street Improvement Grant for \$10,000 to fund downtown beautification, the Memorial Garden on Main Street, Holiday Décor and National Main Street Conference attendance. Grants were submitted for the pedestrian/bike trail connecting Heron Park and downtown and to add additional benches downtown. She attended the Memorial Day Parade planning meeting, Berlin Chamber of Commerce Meeting, Beach to Bay Heritage Area Board Meeting, Worcester County Tourism Meeting. She is working with a new business for the vacancy on William Street, Mandala Pies. She is working on a variety of upcoming events. And lastly, she is meeting to finalize plans for Welcome Center asphalt mural and Pollinator Way sidewalk mural.

b. Planning and Zoning Director – David Engelhart

Mr. Engelhart said they issued a Certificate of Occupancy for the new AutoZone store and six Building Permits which included two for fencing, two for swimming pools, and two for residential remodeling. Building Permit applications for 34 townhouse units on Sunlight Lane and for a new showroom building at I.G.Burton Chevrolet have been received and will be issued shortly. The Board of Zoning Appeals will meet Wednesday, April 6, 2022, at 5:30 PM to hear an appeal for a variance for reduced setbacks at 21 Jefferson St. to facilitate new construction on the Berlin Commons parcel.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence thanked his employees for showing up this evening and showing their unity and support for their livelihood. He went on to say they installed new commercial service on North Main Street. They replaced two transformers at Sunset Lakes. They hosted a Berlin Intermediate School fieldtrip at the Power Plant. They repaired an underground secondary fault on Buckingham Rd and Bethel Rd. They removed two reclosures to be refurbished at the Power Plant. They completed the prep work for a transformer replacement and upgrade at Gull Creek. They worked with SHA to disconnect and reconnect a light outage at Germantown Rd and Route 113. Lastly, they are working on meter disconnects and reconnects. Mayor Tyndall thanked the Electric Department for moving so quickly on the Buckingham repairs this past week. Councilmember Orris asked if Mr. Lawrence was able to order his transformer equipment, he said he was. Councilmember Nichols thanked the Electric Department for being present tonight and showing support.

## d. Police Chief – Arnold Downing

Chief Downing stated that on March 15<sup>th</sup> he attended Maryland Municipal League's Police Executive Association in Annapolis, MD to select the "Top Cop" (municipal) in Maryland and to finalize the agenda for the "Annual MML-PEA Training Conference." The Keynote speaker will be Governor Larry Hogan and the agenda features Mental Wellness in Law Enforcement, Police Liability and Police Reform Update. On March 16<sup>th</sup> he attended a virtual Maryland Police Training and Standards Commission (MPTSC) to review and approval new standards and policies. On March 22<sup>nd</sup> he and Lieutenant Fisher completed the reviewed and edited ten new policies with Lexipol, he also met with members of the Vulnerable Population Taskforce (Lotoya Jones, Worcester Youth and Family Counseling Services, Richard Hutson, Tri Community Mediation and Terra Wampler of Aetna Better Health of Maryland), regarding a community outreach project on March 26<sup>th</sup> 10:00 am thru 2:00 pm at Henry Park. He stated that he advised the group that all request for town assistance should be made in a timely manner (30 days prior). The taskforce will have approximately 10 – 15 service providers. Also, on March 22<sup>nd</sup> Lieutenant Lawson attended the "Handle With Care" training session at the Worcester County Board of Education. Lt Lawson and the team will be completing lesson plans and a video to assist officer in communicating with the school regarding children who have or may have been traumatized by an incident involving police action. Lastly, he mentioned that in 2021 eleven overdoses occurred with two deaths, in 2022 so far, there have been three overdoses. One accident and three arrests have been made since the last meeting. Councilmember Nichols thanked the Police Department for their donations of ear buds for testing, it has really helped the students.

## e. Finance Director – Natalie Saleh

Ms. Saleh said she is meeting with departments to review the FY 23 Utility Funds Budget projections, scheduling, projects, and planning. She is reviewing Utility funds current budgets and actual expenditures review. She worked on the real estate tax rate projections, calculations, and newspaper advertising. They set up reserve accounts for online banking, reviewed bonds and loans, slot revenues history and police department capital project balance. She still wants to review the Water, Wastewater, and Stormwater rates and recommendations. They are working on disconnects and delinquent accounts, PCA submission and review, PSC annual reconciliation reports, check processing and payable register review, monthly billing. Lastly, they are working out details to go paperless for utility billing.

## f. Public Works Superintendent – Jimmy Charles

Mr. Charles said the Public Works crew worked in the parking lot across from Stevenson church, cleared leaves and debris, replaced 6x6 curb stops, they have also been working in the parks clearing debris, as weather permits. They were focused on street paving last week, which included repairing water cut outs and potholes. He stated with warmer weather they will get back into a weekly routine of street sweeping. Lastly, he said feel free to stop by Public Works and inspect the equipment listed in the budget request for replacement. Mayor Tyndall thanked Mr. Charles for power washing the cans and said he would like to see the labels be repaired somehow. Mr. Charles then stated that he needs the beautification committee to meet to fix up the War Memorial before Memorial Day; Ms. Wells stated that she received funding to assist, but the issue of manpower still lingers.

## g. Deputy Town Administrator – Mary Bohlen

Ms. Bohlen reminded the Mayor and Council that the Board of Supervisors of Elections vacancies need to be filled as soon as possible. They will need to meet at the end of June/beginning of July (90 days before the election) to start the formal process. Councilmember Orris asked how many are needed, Ms. Bohlen stated four, and they must be registered voters. She has been working on a draft RFP for the demolition of the chicken plant with the demo grant. The Parks Commission

will meet on Tuesday, April 5<sup>th</sup> to continue planning for Spring Parks Commission events (their normal schedule would not have them meeting until May). She is assisting Customer Service with the preparation for launching the e-billing campaign. She is soliciting quotes for shredding services for outdated documents. This is part of continuing to clean out old records to better organize stored documents going forward.

h. Administrative Manager – Kelsey Jensen

Ms. Jensen stated that she has been working on Packets and Payroll; she asked that the Mayor and Council have patience with her as she will need to complete minutes and a packet every week for the next five weeks along with renewal meetings and her other job duties. MSRS launches new portal in two weeks, so they should be setting up another call about the process in the next week or so. She will be running payroll on April 8<sup>th</sup> instead of April 11<sup>th</sup> due to Good Friday. She has been working on the April Constant Contact. She reminded all that the Berlin Employee's Jolly Roger's Day has been set for July 30<sup>th</sup> with more information to come, this is discounted tickets for employees. She will be posting a job ad for Electric Lineman 2<sup>nd</sup> Class once it receives final approval from the Mayor. This is the last week of running the Public Works Superintendent, she and Jimmy will evaluate the resumes next week. There are still several vacancies, two police officers, a part-time police communications officer, and a wastewater plant operator trainee. She completed monthly Fire Extinguisher checks and March's random drug testing. She attended the Maryland Municipal Clerks Quarterly Meeting on March 17<sup>th</sup>. She sent out vacation buyback information to employees, which is due back by 04/30/22. They held the final Handbook Committee Meeting, she will bring recommended changes for sections to the Mayor and Council for approval soon – nothing major, mostly housekeeping, changing proper pronouns, title updates, etc. She is waiting on final renewal numbers for Health Insurance, she will touch base with Chris Carroll tomorrow. Lastly, she is working on setting up CPR, AED, and First Aid training for employees; Councilmember Orris asked how much that costs, she replied usually \$97, but they offered to do the training for \$40 per person.

8. Comments from the Council:

Councilmember Knerr stated that he would like the Town to contact SHA and request that the speed limit be reduced from 25 mph to 15 mph on Main Street from Stevenson Church to Buckingham Presbyterian.

Councilmember Orris expressed his interest in receiving credit card statements monthly to review purchases; Ms. Saleh said there is no report that can be run for that information, and it will be an undertaking to compile it each month, unless he wants PDF copies made instead. Vice-President Burrell asked how many employees have credit cards and how many typical purchases per user per month; Ms. Saleh said about 25 employees and 30-50 purchases per month.

9. Comments from the Mayor:

Mayor Tyndall shared a video that Stephen Decatur High School Marketing Students created to advertise for the Town.

10. Comments from the Public – none.

11. Comments from the Press – none.

## 12. Adjournment:

On the motion of Vice-President Burrell, second by Councilmember Purnell, the Mayor and Council meeting was adjourned at approximately 10: 50 PM.

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Troy Purnell	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,



Kelsey Jensen  
Administrative Manager



**SPECIAL EVENT  
APPLICATION**

Agenda Item #2a



This form must be completed in order to hold an event in the Town of Berlin on public streets or property. Additional documents from the Town of Berlin, or another entity, may be required. Please provide as much information as possible. Form must be signed and appropriate contact information provided to be considered. "Same as last year" will not be accepted for any category.

Today's Date: <u>3-23-2022</u>		Event Start time: <u>5pm</u>	Road Closure Start: <u>4pm</u>
Requested Date(s) of the event: <u>Sat, May 14</u>		End time: <u>9pm</u>	End: <u>10pm</u>
Name of Event: <u>Sisters 10 Year Anniversary Party &amp; Cancer Society Fundraiser</u>		*Location of Event: <u>Main St - Commerce to Skerens</u>	
Estimated number of attendees:		*If activity is in a Town park, a Parks Reservation form must be complete.	
Applicant Name: <u>Donna Compler</u>		Applicant Cell Phone: <u>410-726-8223</u>	
Sponsoring Organization or Business Name: <u>Sisters Wine Bar</u>		Email: <u>info@Sistersgiftstore.com</u>	
Person(s) to Contact Day of Event: <u>Donna Compler</u>	Name: <u>Donna Compler</u> , Cell # <u>410-726-8223</u>		
Description of event: <u>Fundraiser for American Cancer Society to correspond with our 10 Year Anniversary.</u>			
If fundraiser, please indicate the beneficiary: <u>American Cancer Society</u>			
How many and what types of vendors (ex. Food, craft, art, kids activity, etc.): <u>None</u>			
Will there be live music or a DJ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If yes, what type of music <u>Variety</u>			
What is your plan for the following: <u>Marketing/Advertising: Social Media / Ocean 98</u>			
<u>Parking/Shuttle: N/A</u>			
<u>Inclement weather: will not happen</u>			
The event sponsor hereby agrees to the following conditions: 1. The Town of Berlin, its representative(s) and/or agent(s) will be held harmless for any loss, damage, or liability incurred in connection with the event. 2. The event sponsor is appropriately insured. Proof of insurance may be required; if the event sponsor does not possess the appropriate insurance, the Town of Berlin may require the purchase of one-time event insurance through the Town of Berlin's insurance carrier. 3. The event sponsor will be responsible for any costs incurred by the Town as a result of damage done during the course of the event to Town-owned, rented, or leased properties. 4. The event sponsor and/or its participating vendors are responsible for obtaining any licenses, permits, rights-of-way, etc. for the event, including any permits required by the Worcester County Health Department, the State Highway Administration or any other agencies as appropriate. Any fees or other conditions associated with such will be the sole responsibility of the event sponsor and/or its participating vendors. 5. Activities must occur within the time frame(s) specified. It is the sponsoring organization's responsibility to ensure that vendors, performers, etc. do not set-up earlier than agreed, and will begin break-down of booths, equipment, etc. promptly. Vendors, etc. must be clear of the street/area within one hour of event ending. Private property remaining beyond one hour will be removed from the street.			
By my signature below I identify myself as the representative of the above-named organization and/or the individual responsible for adherence to the conditions as set forth.			
Signature: <u>[Signature]</u>		Date: <u>3-23-2022</u>	
Printed Name: <u>Donna Compler</u>			



**DETAILS OF EVENT:**

Shaded areas for office use only

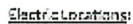
<b>Street Closure</b>	Note: Location map is required detailing streets to be blocked. Additionally, a State Highway Administration Request for Road Closure may be required.		
Street closure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Barricade locations must be marked on map.</b>	
Blockage/Closure Time:	Start: <u>4pm</u> End: <u>10pm</u>	State Highway Form submitted if applicable? <input type="checkbox"/>	
Will on-street parking need to be cleared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Already closed</u>	Notes: # of barricades _____ Barricades to be dropped off: _____ Time/Date	No-Parking signs to be placed: _____ Time/date Must be placed 24 hours prior to event.
Will parking areas need to be cleared/closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

<b>Other Items/Services:</b>	If applicable, items listed are in addition to those normally in place.					
Trash cans	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Required _____	Trash cans to be placed: _____ Time/date			
Picnic Tables	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Required _____ Maximum: 5	To be placed: _____ Time/date			
Stage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Already setup</u>	Location must be marked on map.	Stage to be placed: _____ Time/date			
Temporary Fencing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Location must be marked on map.	Extensions needed: <input type="checkbox"/>			
Porta-potties	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Already setup</u>	# Standard <u>2</u> # Accessible <u>1</u>	Porta-potties will be placed in the alley on Pitts Street: _____ Time/date			
Signs: Other than banners or parking	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Informational signs during the event not applicable.	Sign Permit may be required. Planning Office review _____ Date Sign Permit needed/submitted? <input type="checkbox"/>			
Will there be vendors/individuals selling goods or services as part of the event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Vendor's Application and Certification for Peddling and Soliciting will be required for EACH vendor participating in the event. If event/activity is in a municipal park a Business Use of Park Application will be required IN ADDITION to Vendor's Application and Certification for Peddling and Soliciting. Vendor's Permit(s) needed/submitted? <input type="checkbox"/>				
Additional Forms Required:		Yes	No	N/A	Date Rec'd	Initials
State Highway Administration Request for Road Closure						
Park Reservation Application and Permit						
Request for Electric Service						
Request for Banner Placement						
Sign Permit						
Vendor's Application and Certification for Peddling and Soliciting						
Business Use of Park Application						
Proof of Insurance						
Other:						

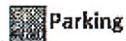
Approved by the Mayor and Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_ For \_\_\_\_ Opposed \_\_\_\_ Abstain.





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

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



Location of all services dependent on review with appropriate department.

Event Date:  
May 14<sup>th</sup>

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

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



## 2022 Independence Day Fireworks Show Sponsorship Form

### Event Information:

- Location: Heron Park
- Date: July 3, 2022
- Time: 9:15pm (Dusk)

### Fireworks in Berlin Needs Your Help

#### **\$2,500 Gold**

- Logo and links on BerlinMainStreet.com Event page
- Social Media Promotion
- Logo recognition for the event advertising and signage
- Inclusion in Press release and event coverage in all local media
- Exclusively in your profession

#### **\$1,000 Silver**

- Logo and link on BerlinMainStreet.com Event page

#### **\$500 Bronze**

- Logo recognition on advertising

#### **\$Your Choice**

- Thank you on Social Media

---

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Sponsorship Amount: \$\_\_\_\_\_ (Not to exceed \$2,500 per Sponsor)

\*Checks should be made payable to the Town Of Berlin and mailed to the following address:

Town of Berlin  
Attn: Fireworks Fund 2022  
10 William Street  
Berlin, MD 21811





ORDINANCE 2022-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN,  
MARYLAND, A MARYLAND MUNICIPAL CORPORATION, SETTING THE REAL  
PROPERTY TAX RATE FOR FISCAL YEAR 2023

WHEREAS the Town Charter § C3-10 requires that the Mayor and Council pass an Ordinance setting the real property tax rate necessary to sustain the Town's budget; and

WHEREAS the Mayor and Council have determined what the real property tax rate shall be.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Berlin, Maryland that the tax rate for fiscal year 2022-2023 shall be \$.815 per \$100.00 of assessed value of real property located within the Town limits of Berlin, Maryland.

**THIS ORDINANCE** was introduced and read at a meeting of the Town Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and thereafter a statement of the substance of the Ordinance was published as required by law.

A PUBLIC HEARING was held and this Ordinance was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ in favor to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining, and \_\_\_\_\_ absent.

\_\_\_\_\_  
Dean Burrell Sr., Vice President of the Council

This Ordinance was approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by the Mayor of the Town of Berlin and is effective at the start of the 2023 Fiscal Year on July 1, 2022.

\_\_\_\_\_  
Zackery Tyndall, Mayor  
President of the Council

ATTEST:

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



**RESOLUTION NO. 2022-04**

**RESOLUTION OF TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE  
OF MARYLAND,  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE TOWN AND COMCAST OF EASTERN SHORE, LLC**

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Maryland law, Town of Berlin (hereinafter the “Town”) is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights- of-way and properties within the Town’s jurisdiction; and

**WHEREAS**, Comcast of Eastern Shore, LLC (“Comcast”) currently holds a cable franchise from the Town; and

**WHEREAS**, Comcast has requested that the Town renew Comcast’s franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-way for use by the Town’s residents; and

**WHEREAS**, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Town and held in trust on behalf of citizens of the Town and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Town desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain services, receive franchise fees for Comcast’s use of the Town’s rights-of-way as provided by federal law, and provide for the current and future cable-related needs of its residents; and

**WHEREAS**, the Town held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Town’s future cable-related community needs; and

**WHEREAS**, the Town has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

**WHEREAS**, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the Town and Comcast; and

**WHEREAS**, the Town has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the Town;

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

That the Mayor and Council of the Town of Berlin does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Council of the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining and \_\_\_\_\_ absent.

\_\_\_\_\_  
Dean Burrell, Vice President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zachary Tyndall, Mayor

ATTEST:

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



February 25, 2022

VIA ELECTRONIC DELIVERY

Jeffrey Fleetwood, Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811  
Tel. 410-641-4002  
Email. [jfleetwood@berlinmd.gov](mailto:jfleetwood@berlinmd.gov)

***RE: Cable Franchise Renewal Agreement with Comcast***

Dear Mr. Fleetwood:

I am pleased to inform you that we've reached an agreement with Comcast regarding a cable franchise renewal agreement (the "Agreement") for the Town of Berlin. Accordingly, please find enclosed the following documents:

1. The Agreement;
2. An Executive Summary of the Agreement;
3. A recommended resolution (the "Resolution") for the Town Council approving and adopting the Agreement;
4. A notice of advertisement for the Resolution;
5. A notice of advertisement for the Public Hearing; and
6. Talking points for the Public Hearing.

Upon approval of the Agreement and Resolution, please have the Agreement executed and scanned/ emailed to me along with the signed Resolution. I will then forward the documents to Comcast for signing of the Agreement and will return a fully-executed original of the documents to you upon receipt from Comcast.

Should you or any of your elected officials have any questions or concerns regarding this matter, please don't hesitate to contact me at (412) 447-0130, ext 17.

Sincerely yours,

/s/ *Joel Winston*

Joel Winston

Enclosures



# Cohen Law Group

## PRIVILEGED ATTORNEY- CLIENT COMMUNICATION

February 25, 2022

### VIA ELECTRONIC DELIVERY

Jeffrey Fleetwood, Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811  
Tel. 410-641-4002  
Email. [jfleetwood@berlinmd.gov](mailto:jfleetwood@berlinmd.gov)

***RE: Executive Summary of Cable Franchise Agreement with Comcast***

Dear Mr. Fleetwood:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for the Town of Berlin. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the “Agreement”) negotiated with Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Town Council.

### **1. Franchise Fees (Sections 1(p) and 6)**

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator’s “gross revenues” for cable services provided within the municipality. The Town currently assesses a five percent (5%) fee and this remains the same in the Agreement. The definition of “gross revenues” in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Town’s franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a “catch all” item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Town’s franchise fees, the Agreement is intended to maximize the Town’s franchise fee revenue. Please note that all franchise fees are “passed-through” to Comcast cable subscribers as a separate line item on their bills (as allowed under federal law). Comcast will pay franchise fees to the Town on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Town to conduct an independent audit of Comcast’s records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been

underpaid, then Comcast must pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in The Wall Street Journal on the underpayment amount (3.25% for the week of 1/31/22). If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review.

Finally, the Agreement includes “bundled services” protection. If a subscriber purchases more than one of Comcast’s three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Town would be reduced. Section 6.5 of the Agreement states that, “allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.”

## **2. Customer Service Standards (Section 4)**

The Agreement establishes a set of comprehensive, quantifiable, and enforceable subscriber service standards. These standards adopt the relevant recommendations of the Federal Communications Commission (“FCC”), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The subscriber service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour “appointment window” for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

### **3. Right-of-Way Protections (Section 3)**

The Agreement provides many protections of the Town's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 15 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Town upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Town approval for cutting down any trees in the public rights-of-way.

### **4. Reporting Requirements (Sections 5.7 and 6.3)**

The Agreement includes three reporting requirements to the Town to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Town may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Town copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Town.

### **5. Cable System Requirements and Service Area (Section 3)**

The Agreement provides technical requirements for the cable system serving the Town. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Town regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of thirty (30) residential dwelling units per linear plant mile of cable, subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Town request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. The Town has the right to require Comcast to place wires and/or equipment underground, provided that the Town imposes such requirement on all similarly situated entities.

## **6. Educational and Governmental (“EG”) Channel (Section 7.2)**

Federal law grants municipalities the right to dedicated public, educational and governmental (“PEG”) channels. In the Agreement, Comcast provides a single educational and/or governmental (“EG”) channel to be used for programming related to educational and/or governmental activities. The Town or its designee would have complete control over the content, scheduling, and administration of the channel, and the Town may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. Comcast is required to cablecast the EG channel to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

## **7. Services to Community Facilities (Section 7.1)**

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Town Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 (“Order”) has injected a major new restriction that previously did not exist. The Order states that “costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap. The FCC Order describes a “fair market valuation” method for cable operators to determine the price of cable services to community facilities.

The FCC Order was challenged in court by many municipalities and local government associations around the country. These appeals were consolidated in the Sixth Circuit Court of Appeals, which overturned the FCC’s “fair market valuation” method. Under federal law, the Appeals Court determined that cable operators may only charge the “marginal cost” for cable services provided to the franchising authority. (Franchising authorities can pay the “marginal costs” out-of-pocket, or deduct the costs from the franchise fee they receive.) The Appeals Court provided no additional detail on “marginal cost” and cable operators nationwide are still evaluating the appropriate definition of “marginal cost”.

Comcast has agreed to provide basic cable service to certain “Public Buildings” at no charge, but will notify the Town if Comcast elects to commence “marginal cost” charges. As described in Section 7.1, “Comcast will give the Town 120 days’ notice of the commencement of charges. The charges shall be consistent with applicable law – at the time of this writing, defined as the “marginal cost.” [Comcast] will disclose in writing reasonable detail sufficient to define the marginal cost and the amount due and shall arrange with the Town for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with [Comcast’s] retail rate adjustments. The Town may remove locations or



change the level of cable service...with 30-days written notice to [Comcast]. The Town may elect in writing not to receive the service.”

## **8. Services for the Town’s Emergency Operations Center (Section 7.1)**

In addition to cable services for certain Public Buildings, Comcast has agreed to provide cables services, at marginal cost, to the Town’s Emergency Operations Center located at 10 Williams Street.

## **9. Capital Grant**

Comcast shall provide the Town with a one-time EG Access Capital grant to be used for capital costs related to the production of EG channel programming. The EG Capital grant provided by Comcast shall be in the amount of Twelve Thousand Dollars (\$12,000.00). Such capital grant shall not be offset against any Franchise Fees remitted or due to the Town. Comcast and the Town agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC. (In accordance with federal law, Comcast reserves its right to pass these costs through to Subscribers.)

## **10. Length of Franchise Term (Section 2.2)**

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 25 years that this is a policy position from which Comcast will not deviate.

## **11. Competitive Equity Provision (Section 2.4)**

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Town may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the Town in the future.

The competitive equity provision negotiated with Comcast states that, if the Town grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Town agrees with Comcast that there is a lack of competitive equity will the Town and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Town and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

/s/ *Joel Winston*

Joel Winston

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**TOWN OF BERLIN, MARYLAND**

**AND**

**COMCAST OF EASTERN SHORE, LLC.**

With assistance from:

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## **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (hereinafter referred to as the “Effective Date”) by and between the Town of Berlin, a Town located in Worcester County, Maryland (hereinafter referred to as the “Town”) and Comcast of Eastern Shore, LLC. (hereinafter referred to as “Comcast”).

**WHEREAS**, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Maryland law, the Town is authorized to grant and renew franchises to construct, operate and maintain Cable Systems utilizing Public Rights-of-Way and properties within the Town’s jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Town; and

**WHEREAS**, Comcast has requested that the Town renew Comcast’s franchise to construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-way for use by the Town’s residents; and

**WHEREAS**, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Town on behalf of the citizens of the Town, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Town desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Town’s rights-of-way as provided by federal law, maintain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Town, and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Town has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Town’s future cable-related community needs; and

**WHEREAS**, the Town has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

**WHEREAS**, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Town and Comcast agree as follows:

## **SECTION 1**

### **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast, but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental ("EG") access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.



(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; denial of access to facilities or rights-of-way; or partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The right granted by the Town to construct, operate and maintain a Cable System within the corporate limits of the Town as embodied in the terms and conditions of this Agreement.

(o) Franchise Area - The present legal boundaries of the Town of Berlin, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

(p) Franchise Fee - The fee that Comcast remits to the Town for the use of the Town's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(q) Gross Revenues - All revenue, calculated in accordance with generally accepted accounting principles (GAAP), received directly or indirectly by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Town to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;

- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls on Cable Service;
- (11) inside wire maintenance fees on Cable Service;
- (12) service plan protection fees on Cable Service;
- (13) convenience fees related to Cable Service;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive Cable Services;
- (21) broadcast retransmission fees;
- (22) regional sports programming fees;
- (23) late payment fees on Cable Service;
- (24) billing and collection fees on Cable Service;
- (25) NSF check charges related to Cable Services; and
- (26) Franchise Fees.

Gross Revenues shall not include programming launch support payments, investment income, refunded deposits, or any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall not include actual bad debt that is written off, consistent with GAAP, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Town and Comcast agree that reference should be made to GAAP as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(r) HD - High definition format.

(s) Leased Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(t) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(u) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(v) Normal Operating Conditions - Service conditions within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(w) Outlet - An interior receptacle that connects a television set to the Cable System.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Public Rights-of-Way - The surface of and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways, freeways, tunnels, paths, public ways or places, courts, boulevards, ways, drives, circles, parks, waterways, parkways, easements, or similar property, and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

(z) Service Interruption - The loss of picture or sound on one or more channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, Cable Services distributed by the Cable System.

## **SECTION 2**

### **GRANT OF FRANCHISE**

#### **2.1 GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the Town hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Town hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Town has a sufficient easement or right-of-way to provide Cable Services. Nothing in this Agreement shall be construed to prohibit Comcast from offering any service over the Cable System as may be lawfully allowed.

#### **2.2 TERM OF FRANCHISE**

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on \_\_\_\_\_, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

## **2.3     REPRESENTATIONS AND WARRANTIES**

(a)     Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1)     Comcast is duly organized, validly existing and in good standing under the laws of the State of Maryland;

(2)     Comcast has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Comcast to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3)     This Agreement is enforceable against Comcast in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4)     There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5)     Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

## **2.4     NON-EXCLUSIVITY**

(a)     This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Town to grant other Franchises to construct, operate or maintain a Cable System.

(b)     The Franchise granted to Comcast is non-exclusive; however, if the Town grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Town and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c)     Upon written request from Comcast, which may be sent by email, the Town shall provide responsive notice in the event an application for a new Franchise for Cable Service, or other authorization to provide similar wired video service, is submitted to the Town proposing to serve Subscribers within the Town.

## **2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS**

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Town. Without waiving any of its rights, the Town agrees that, to the extent any Town ordinance is inconsistent with or materially alters the terms or conditions of this Agreement, this Agreement shall control.

### **SECTION 3** **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

#### **3.1 TECHNICAL REQUIREMENT**

(a) Comcast shall operate, maintain, construct, and extend the Cable System so as to offer Cable Services throughout all parts of the Town where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the Town.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

#### **3.2 AREA TO BE SERVED**

(a) Subject to the density requirements herein, Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Upon request, Comcast shall extend the Cable System into all areas within the Town where there is a minimum of thirty (30) dwelling units per linear plant mile of cable, calculated from the nearest point of the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is currently unserviceable and within two hundred seventy-five (275) feet of the public right-of-way. Comcast shall complete said extensions within six (6) months of written notification to Comcast by the Town and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial Drop distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit between one hundred twenty-five (125) feet and two hundred-fifty (250) feet aerial Drop

distance from the main distribution line, Comcast shall extend the Cable Service and the Subscriber and Comcast shall share equally the actual cost of installation from the main distribution line. For any dwelling unit in excess of two hundred fifty (250) feet aerial Drop distance or that requires an underground installation, Comcast shall extend Cable Service and the Subscriber shall pay Comcast's actual cost of installation from its main distribution system from which a usable cable signal can be obtained with such cost being only the incremental portion beyond two hundred fifty (250) feet for aerial installations.

(c) The Town has the right to require Comcast to place wires and/or equipment underground, provided that the Town imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Town where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(1) In the event that public or private funds are made available to pay for such projects, to the extent other users of the Public Rights-of-Way are so notified, the Town shall notify Comcast that such funds are available, and Comcast may apply or request that the Town apply for such funds. In the event that public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Comcast reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

### **3.3 CABLE SYSTEM SPECIFICATIONS**

(a) Comcast has designed, constructed and shall maintain a Cable System meeting digital television standards with the capability of providing Cable Service. The cable system shall have the capability to provide video and audio reception in both standard definition (SD) and high definition (HD) channels.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

### **3.4 SYSTEM TESTS**

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards as amended, including applicable sections of 47 C.F.R. §76.640. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a Compliance Review under Section 5.2 herein, Comcast, upon written

request by the Town, shall perform applicable tests to show compliance with FCC technical standards as needed. Comcast shall provide a report to the Town within thirty (30) days of completion of a Town requested test that describes the results of the test. The performance tests shall be directed at determining the extent to which the Cable System complies with applicable FCC technical standards regarding the transmission and reception capabilities of digital Cable Systems.

(b) Testing required in this Section 3.4 may be observed by representatives of the Town. Upon written request, Comcast shall provide notice to the Town in advance of the scheduled testing date(s), and the Town shall then notify Comcast before such testing is scheduled to occur if it desires to observe such test(s).

(c) If any test under this Section 3.4 indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible. Comcast's failure to correct any deficiencies identified through this testing process shall be a material violation of this Agreement. Sites shall be re-tested following correction.

### **3.5 EMERGENCY ALERT SYSTEM**

Comcast shall comply with the Emergency Alert System requirements of the FCC.

### **3.6 RATE DISCRIMINATION**

All Comcast residential Subscriber rates and charges shall be published and shall not discriminate among persons in the Town under similar circumstances and conditions. Comcast shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the Town. Nothing in this Section 3.6 shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial Subscribers; or

(d) The establishment of reduced bulk rates for residential Subscribers residing in multiple dwelling units.

### **3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES**

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

### **3.8 SERVICE TO MULTIPLE DWELLING UNITS (“MDUs”)**

Comcast and the Town hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, the Maryland Landlord Tenant Act of 1951, as amended.

### **3.9 REPAIRS AND RESTORATION**

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored to as reasonably good condition as before the disturbance within fifteen (15) business days of the completion of the work causing the disturbance, weather permitting. Comcast shall perform all replacement and restoration pursuant to the applicable codified standards of the Town (e.g., Code of Ordinances of Berlin, Maryland, Subpart A, Chapter 28 – “Streets, Sidewalks and Certain Other Public Places”). Upon failure of Comcast to comply within the time specified and the Town having notified Comcast in writing of the restoration and repairs required, the Town may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Town.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Town if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System to as reasonably good condition as before the disturbance within fifteen (15) business days from the completion of the work causing such damage, weather permitting. Comcast shall perform all replacement and restoration pursuant to the applicable codified standards of the Town (e.g., Code of Ordinances of Berlin, Maryland, Subpart A, Chapter 28 – “Streets, Sidewalks and Certain Other Public Places”).

(c) Comcast’s operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.



(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

### **3.10 SERVICE AREA MAPS**

Upon written request, no more frequently than one (1) time in any calendar year, Comcast shall provide to the Town for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the Town on which shall be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the Town in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Town's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Town with updated maps within thirty (30) days after request by the Town. Comcast may require the Town, and/or designees of the Town, to execute a non-disclosure agreement prior to the provision of such maps.

### **3.11 DISCONNECTION AND RELOCATION**

(a) Comcast shall, at no cost to the Town, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Town or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Town shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity. Comcast shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

### **3.12 EMERGENCY REMOVAL OF EQUIPMENT**

(a) If, at any time, in case of fire or other disaster in the Town, it shall be necessary, in the reasonable judgment of the Town or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Town shall have the right to do so without cost or liability, provided that, wherever possible, the Town shall give Comcast notice and the ability to relocate wires, cable or other equipment. The Town shall use reasonable efforts to minimize the impact on Comcast's facilities related to any Emergency removal.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Town shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

### **3.13 TREE TRIMMING**

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Town for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Town.

### **3.14 CHANNEL CAPACITY**

Comcast shall meet or exceed programming and channel capacity requirements established by federal and state law and regulations.

### **3.15 BROADCAST CHANNELS**

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to, the following: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; and b) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

### **3.16 SIGNAL SCRAMBLING**

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

### **3.17 CONTINUITY OF SERVICE**

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored; provided, however, that Comcast reserves the right to deny service for good cause, including but not limited to theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When there are planned service interruptions of more than twenty-four (24) hours, Comcast shall notify Subscribers in advance of such service interruptions.

### **3.18 PARENTAL CONTROL CAPABILITY**

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

## **SECTION 4** **SUBSCRIBER SERVICE STANDARDS**

### **4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

(a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(d) If an historical record of Complaints indicates a clear failure to comply, Comcast may be required to measure compliance with the telephone answering requirements above. If the Town determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Town shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Town with its results.

## **4.2 INSTALLATIONS AND SERVICE CALLS**

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed, or at a later date requested by the Subscriber. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

## **4.3 NOTICES**

(a) In accordance with applicable law, Comcast shall provide written information to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures, including the address and telephone number of the local franchise authority's cable office; and

(7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Town in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Maryland or the Town on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

(d.) In accordance with federal law, Comcast shall maintain a file available to the public and the Town containing all documents required pursuant to the FCC's rules and regulations pertaining to public inspection files.

#### **4.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Town hereby requests that Comcast omit the Town's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### **4.5 SUBSCRIBER COMPLAINT PROCEDURES**

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Town is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 4.5(a) shall commence. If the Town notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until

Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

#### **4.6 DISCONNECTION**

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service or is engaged in theft of Cable Service.

#### **4.7 SERVICE INTERRUPTIONS**

(a) Under Normal Operating Conditions, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall be responded to within a maximum of forty-eight (48) hours after notice to Comcast.

(b) Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate. The credit or rebate shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. Such credit or rebate shall be reflected on the Subscribers next available bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem if so requested by Comcast. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

#### **4.8 PRIVACY**

(a) Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall provide Subscribers with a reasonable opportunity to correct any errors upon discovery.

### **SECTION 5 REGULATION BY THE TOWN**

#### **5.1 RIGHT TO INSPECT**

(a) The Town shall have the option, upon thirty (30) business days written notice and during Normal Business Hours, to inspect, all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) Upon thirty (30) days written request to Comcast, the Town may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Town may not conduct a physical inspection of the Cable System or open any vaults, pedestals or conduits without the express permission of Comcast, or adversely impact, or interfere with the operation or performance of, the Cable System. The Town may not inspect the Cable System on Comcast's property other than for permitted work. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under applicable law, may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the Town.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Town or its designated representatives shall be treated as confidential by the Town so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the Town may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information provided such representatives and/or agents are permitted to do so under applicable law. The Town and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems proprietary or confidential as confidential so long as permitted to do so under applicable law and only to disclose it to Town employees, agents, or representatives who have a need to know in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Town acting in their official capacity, or in the event the Town has in its possession or receives a request under a state “sunshine,” public records, or similar law for information related to the Agreement and marked by Comcast as confidential and/or proprietary, the Town shall promptly notify Comcast of such request to allow Comcast the ability to protect such information and refrain from taking any affirmative action that would prejudice Comcast’s ability to oppose such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

## **5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW**

Not more than once every thirty-six (36) months during the term of this Agreement, the Town or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Town. The period for any such review shall be for not more than thirty-six (36) months immediately previous to the notice. Within thirty (30) days of a written request, Comcast shall provide the Town with copies of records and documents related to the cable compliance review.

In accordance with this section, when reasonably required to assess compliance with the terms of this Agreement and within thirty (30) days of a written request, including email, Comcast shall provide the Town with copies of documents, records, and other pertinent written materials pertaining to the operation of the Cable System serving the Town and related to the compliance with the terms of this Agreement. Such information may include, but is not limited to, Cable System specifications, operating procedures, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports

## **5.3 RESERVED AUTHORITY**

The Town reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Town’s authority, rights and privileges it now holds, or which hereafter may be



conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

#### **5.4 POLICE POWERS**

Subject to Section 2.5 herein, Comcast's rights under this Agreement are subject to the police powers of the Town to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

#### **5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY**

Nothing in this section or in this Agreement shall be construed to limit the authority of the Town to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

#### **5.6 PERMITS**

Comcast shall apply to the Town for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for Emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Town. Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

#### **5.7 REPORTING**

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports to the Town:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, and no more frequently than once every calendar year, Comcast shall submit to the Town a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the Town and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and within thirty (30) days of a written request, no more frequently than once every calendar year, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;

- (2) Breakdown by type of service request received (i.e. complete outage, snowy picture, etc.);
  - (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
  - (4) Number of known service interruptions, in excess of thirty (30) minutes, and the approximate length of time of each such interruption.
- (b) Annual Construction Reports

Upon written request, no later than sixty (60) days after the end of its fiscal year, Comcast shall submit a written report to the Town of any significant construction projects planned for the next two years.

(c) Government Reports

Comcast shall provide to the Town, within thirty (30) days of a written request, including email, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Town.

## **SECTION 6**

### **COMPENSATION TO THE TOWN**

#### **6.1 FRANCHISE FEES**

Comcast shall pay to the Town an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Town. Except in accordance with applicable law, Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The Town may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed five percent (5%) of Gross Revenues. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Town shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within sixty (60) days from such written notice.

#### **6.2 QUARTERLY PAYMENTS**

Franchise Fee payments to the Town under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due

to the Town. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Town may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Town.

### **6.3 QUARTERLY REPORTS**

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

### **6.4 FRANCHISE FEE REVIEW**

(a) Not more than once every three (3) years, the Town shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the Town receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Town with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Town shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Town shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review or audit is closed. Comcast shall have thirty (30) days from the receipt of a statement regarding an alleged underpayment to provide the Town with any written objection to the results of any Franchise Fee review or audit, including any substantiating documentation. Based on this exchange of information, the Town shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Town's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Town's written notice of determination. In the event an agreement is not reached at mediation, arbitration, or otherwise, either party may bring an action to have the disputed amount determined by a court of law. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Town's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Town as a result of the Franchise Fee review shall be paid to the Town by Comcast within forty-five (45) days from the date the Town notifies Comcast of its final determination or if the matter is submitted to mediation or arbitration, or being determined by a court of law, within sixty (60) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay

the underpaid amount plus interest from the due date in the amount of the then current bank prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to five thousand dollars (\$5,000) of the reasonable documented out-of-pocket costs of the review or audit.

(c) No entity employed by the Town to conduct a Franchisee Fee review or audit shall be compensated on the success-based formula (e.g. payment based on a percentage of an underpayment, if any).

## **6.5 BUNDLED SERVICES**

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

## **SECTION 7 SERVICES TO THE COMMUNITY**

### **7.1 SERVICES TO COMMUNITY FACILITIES**

(a) Comcast shall provide a Cable Service Drop and Expanded Cable Service (or equivalent) with any necessary digital terminal adapter (DTA or equivalent) to one (1) outlet at each municipal location listed in Exhibit A, and upon written request, to the Town's Emergency Operations Center located at 10 Williams Street, Berlin, MD. In accordance with applicable law, Comcast will charge the marginal cost for each such account. Comcast shall notify the Town in writing regarding the amount of the monthly service fee for each account based on marginal cost. The Town shall notify Comcast, within thirty (30) days of receiving Comcast's notice, whether it wants the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Town may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The Town may elect in writing not to receive the service in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Town may change the municipal locations listed in Exhibit A upon ninety (90) days written notice to Comcast, provided that the new location is within one hundred twenty-five (125) feet of an existing Comcast cable distribution plant.

### **7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL**

(a) Comcast shall continue to make available for Town use one (1) Channel for non-commercial, educational and/or governmental access programming, as determined by the Town and in accordance with this Agreement and Section 611 of the Cable Act.

(b) Comcast shall provide any EG Channel on the Basic Service throughout the life of the Franchise, or if there is no Basic Service, shall provide the EG channels as part of the most basic service tier it offers to Subscribers.

(c) The Town shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. Comcast shall not exercise any editorial control over such EG Channel programming to the extent provided by applicable law [see 47 U.S.C. § 531 (e)].

### **7.3 EG CHANNEL RETURN LINES**

(a) To enable the Town to continue to utilize the EG Channel, Comcast shall continue to maintain the cables, wires, lines, and other signal distribution equipment capable of transmitting video programming, existing as of the Effective Date of this Agreement, from the encoder input at the video origination point of the EG Channel, located at Town of Berlin, 10 William Street, Berlin, MD 21811 to Comcast's headend so long as the Town provides Comcast with access to such location and access to the EG Channel equipment within such location. The aforesaid cables, wires, lines, and other signal distribution equipment shall be collectively known as the "Return Line." Comcast shall maintain the Return Line in accordance with the same FCC and other technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by and received from any EG channel programmer.

(b) Any future expenditure made in connection with the construction and maintenance of the Return Line shall be born solely by Town. The Town and Comcast further agree that all costs incurred by Comcast for supporting the EG Channel, including any and all equipment and EG support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

### **7.4 ADDITIONAL EG CHANNEL REQUIREMENTS**

(a) The Town shall require all local producers of EG channel access programming to agree in writing to defend and hold harmless the Town and Comcast from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal, state or local laws, rules, and/or regulations; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of an EG access facility or Channel.

(b) The Town or its designee shall be responsible for providing any necessary production or playback equipment and facilities and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG Channel.

(c) In the event the Town or its designee does not program the EG Channel, Comcast may request the use of the Channel subject to prior written approval by the Town. If the Town approves Comcast's use of the EG Channel and, subsequent to such approval, the Town requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Town that it requires such Channel for public, educational and/or government use.

## **7.5 EG ACCESS CAPITAL GRANT**

Comcast shall provide the Town with a one-time EG Access Capital grant to be used for capital costs related to the production of EG channel programming. The EG Capital grant provided by Comcast shall be in the amount of Twelve Thousand Dollars (\$12,000.00). Such capital grant shall not be offset against any Franchise Fees remitted or due to the Town. Comcast and the Town agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to Subscribers in accordance with applicable law.

## **SECTION 8** **ENFORCEMENT, INSURANCE AND INDEMNIFICATION**

### **8.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the Town has reason to believe that Comcast violated any material provision of this Agreement, it shall informally discuss any alleged violation with Comcast. If these discussions do not lead to resolution of the alleged violation in a reasonable time, the Town shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the Town does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Town hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days from receipt of the written notice to: (i) respond to the Town, if Comcast contests (in whole or in part) the assertion of a material violation; or (ii) cure such violation by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the Town in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Town.

(c) If the Town disagrees with Comcast's challenge of the violation, or if the violation has not been cured within the time allowed under Section 8.1(b) and, in the Town's judgment,

Comcast has not taken reasonable steps to cure the violation, then the Town may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with Section 8.2.

## **8.2 LIQUIDATED DAMAGES**

(a) Because Comcast's failure to comply with the material provisions of this Agreement will result in injury to the Town and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Comcast in the amount of Two Hundred Dollars (\$200.00) per day for each day a violation of a material term continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1. Such damages shall not be a substitute for specific performance by Comcast or legal action by the Town, but shall be in addition to such specific performance or legal action, in accordance with subsection (b) below. The amount of all liquidated damages assessed per annum shall not exceed ten thousand dollars (\$10,000) in the aggregate. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Town. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Town may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

(c) With respect to liquidated damages assessed, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

## **8.3 REVOCATION**

(a) In addition to the other rights, powers and remedies retained by the Town under this Agreement, the Town reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Town in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(4) Upon the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all defaults under this Agreement. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

(b) The Town agrees that it is not its intention to subject Comcast to penalties, fines, forfeitures or revocation of the Franchise for breach(es) or violation(s) of the Franchise which are not material, which shall include, but not be limited, to instances or for matters where a violation or a breach of the Franchise by Comcast was good faith error that resulted in no or minimal negative impact on the Town or Subscribers within the Franchise Area and violations of material terms or conditions if the violations occur without the fault of Comcast or occur as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Town Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Maryland. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Town, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Town shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. The Grantee may seek review of the determination of the Franchising Authority with an appropriate court, which shall have the power to review the determination of the Franchising Authority pursuant to applicable federal and state law.

#### **8.4 PERFORMANCE BOND**

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State of Maryland to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Town may recover



from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Town for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2. The Town shall give Comcast ten (10) business days' notice of its intent to draw from the performance bond. The Town may not draw from performance bond while an action has been instituted by Comcast to challenge the amount owed. Within thirty (30) days of a request, a copy of the bond shall be provided to the Town.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Town.

## **8.5 INSURANCE**

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in the State of Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the Town from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) The Town, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Town verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Town with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Town Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Town.

## **8.6 INDEMNIFICATION**

Comcast shall indemnify, defend, save and hold harmless the Town, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Town shall give Comcast timely written notice of its obligation to indemnify and defend the Town. The obligation to indemnify, defend, save and hold the Town harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Town determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Town. Comcast shall not indemnify the Town for any claims resulting solely from acts of willful misconduct or negligence on the part of the Town. The Town agrees that it will cooperate with Comcast to attempt to avoid a default judgment and shall not impede Comcast's ability to defend the claim or action.

## **SECTION 9** **MISCELLANEOUS**

### **9.1 FORCE MAJEURE**

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability.

### **9.2 REMOVAL OF SYSTEM**

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to a condition reasonably comparable to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Town or property owner may deem any property not removed as having been abandoned and the Town may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Town written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The Town shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the Town's designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

### **9.3 NOTICES**

Every notice or payment to be served upon or made to the Town shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811

With copies for legal notices to:

Town Solicitor  
Town of Berlin  
10 William Street  
Berlin, MD 21811

The Town may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast  
253 Najoles Road  
Millersville, MD 21108  
Attention: Government & Regulatory Affairs

With copies to:

Comcast Cable  
1215 East Fort Avenue, Suite 103  
Baltimore, MD 21230  
Attention: Government Affairs, Beltway Region

and

Comcast  
Northeast Division  
676 Island Pond Road  
Manchester, NH 03109  
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Town. Each delivery to Comcast or the Town shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **9.4 EQUAL EMPLOYMENT OPPORTUNITY**

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

#### **9.5 CAPTIONS**

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

#### **9.6 GOVERNING LAW; VENUE**

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, County of Worcester, or in the United States District Court for the District of Maryland.

#### **9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL**

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release of fifty one percent (51%) or greater of its equitable ownership in the Cable System without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Town of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Town shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Town shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Town for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

## **9.8 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Town and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

## **9.9 SEVERABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

## **9.10 NO WAIVER OF RIGHTS**

No course of dealing between the Town and Comcast, nor any delay on the part of the Town in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Town.

## **9.11 CHANGE OF LAW**

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Town or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Town and Comcast shall amend this Agreement to comply with such change in statute or regulation.

**9.12 COMPLIANCE WITH LAWS**

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

**9.13 THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

**9.14 ANNEXATION**

Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.

**9.15 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Comcast, the Town and their respective successors and assigns. This Agreement is authorized by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2022 of the Council of the Town of Berlin.

**WITNESS** our hands and official seals to this Cable Franchise Agreement.

**TOWN OF BERLIN**

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

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

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

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

and

**COMCAST OF EASTERN SHORE, LLC.**

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

Name: Michael Parker

Title: Regional Senior Vice President

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

**Exhibit A**  
**Permitted Municipal Services Locations**

Town of Berlin, Public Works – 309 Williams Street, Berlin, MD 21811  
Town of Berlin, Town Hall – 10 Williams Street, Berlin, MD 21811  
Town of Berlin, Sewer Treatment – 9210 Bottle Branch Road, Berlin, MD 21811  
Town of Berlin, Electric Distribution Plant – 113 Schoolfield Street, Berlin, MD 21811  
Stephen Decatur High School – 9913 Seahawk Road, Berlin, MD 21811  
Stephen Decatur Middle School – 9815 Seahawk Road, Berlin, MD 21811  
Berlin Intermediate School – 309 Franklin Avenue, Berlin, MD 21811  
Buckingham Elementary School – 100 Buckingham Road, Berlin, MD 21811  
Berlin Fire Company – 214 North Main Street, Berlin, MD 21811  
Berlin Fire Company Hall – 220 North Main Street, Berlin, MD 21811  
Berlin Police Department – 129 Decatur Street, Berlin, MD 21811





# Mayor & Council of Berlin, Maryland

April 11, 2022

## PROCLAMATION 2022-03

### **A PROCLAMATION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN RECOGNIZING THE WEEK OF APRIL 17-23, 2022 AS TAKE PRIDE IN BERLIN WEEK**

*WHEREAS The Town of Berlin, Maryland embodies the way of life of small town America, while providing a modern lifestyle; and*

*WHEREAS the citizens of Berlin are proud of their community, their neighborhoods, and their neighbors; and*

*WHEREAS the organizations that call Berlin home are dedicated to maintaining and enhancing the many positive aspects of our community; and*

*WHEREAS the volunteer spirit of our citizens enables lasting and effective partnerships of people, organizations, commercial ventures and municipal government to make our town a special place to live, work and visit; and*

*WHEREAS our Town boasts many characteristics that make evident the efforts of past and current generations to uphold the values of our citizens through stewardship of the natural, cultural, and civic environment,*

*NOW THEREFORE, be it proclaimed that the MAYOR AND COUNCIL OF THE TOWN OF BERLIN hereby declare the week of April 17-23, 2022 as the 8th Annual Take Pride in Berlin Week.*

*WITNESS MY HAND AND SEAL, THIS 11TH DAY OF APRIL, 2022*

---

*Zack Tyndall - Mayor*

**Kelsey Jensen**

**From:** Jeffrey Fleetwood  
**Sent:** Tuesday, April 5, 2022 1:07 PM  
**To:** Kelsey Jensen  
**Subject:** FW: Berlin MD (Renewables RPS) 2021  
**Attachments:** CY2021\_RPS\_SupplierAnnualReport\_for\_Munis\_TOB\_DRAFT\_Mar-23-22.xlsx;  
 InboxDetails\_20220322\_144119.csv



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

10 William Street, Berlin, MD 21811

Office: 410-641-4002 | Fax: 410-641-2316  
[jfleetwood@berlinmd.gov](mailto:jfleetwood@berlinmd.gov) | [berlinmd.gov](http://berlinmd.gov)

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**From:** Jonathan Quitto <j.quitto@booth-assoc.com>  
**Sent:** Thursday, March 31, 2022 2:08 PM  
**To:** Jeffrey Fleetwood <jfleetwood@berlinmd.gov>; Tim Lawrence <tlawrence@berlinmd.gov>  
**Cc:** Steve A. Miller <MillerSA@booth-assoc.com>; Stephanie M. Beauregard <BeauregardSM@booth-assoc.com>  
**Subject:** Berlin MD (Renewables RPS) 2021

Hi Jeff/Tim,

Attached is a draft of the Maryland RPS Report to be filed with the Maryland Public Service Commission (due April 1).

The report was compiled from Renewable Energy Certificates (RECs) supplied by AMP and produced by the rooftop solar on Schoolfield St. Based on energy sales for the calendar year of 2021. A summary of compliance prepared by AMP is included (InboxDetails\_20220322\_144119.csv).

This year AMP could not secure any solar RECs below the penalty amount of \$80 per REC. A Compliance Fee, in the form of a check made out to the 'Comptroller of Maryland' for \$227,040, will be required.

Following is another summary showing the REC quantities and total cost. A summary of the quantities is shown on the "RPS Calc." tab of the RPS Report. The dollars are shown on the "REC Details" and "Compliance Fee Remittance" tabs of the RPS Report.

	2020	2021	2021 \$
MWh Sales	44,012	45,910	
Tier 1 Obligation (not including Solar)	9,682	10,191	\$214,011
Tier 1 Solar Obligation	2,640	2,865	\$227,040 (penalty)
Tier 2 Obligation	1,100	260	\$2,665
Total	13,422	13,316	\$443,716

% Renewable	30.5%	<b>29.0%</b>
Total \$	\$325,338.40	\$443,716.00

The costs are recovered automatically through the PCA factor on customer bills and adds roughly \$ 0.00966/kWh or \$9.66 per month to the average residential bill (at 1,000 kWh).

The 27 Solar RECs, produced by the rooftop solar on Schoolfield St, resulted in savings of \$2,160.00. The total system cost was \$122,375.00 and will produce approximately 50 RECs per year.

The requirements will be much lower next year; the benefit of HB376 was in place this year, but only for three months.

If everything looks OK, I'll send instructions for submitting. Please let us know if you have any questions.

Thank you,

**Jon Quitto**  
Financial Data Analyst



**Booth & Associates**

5811 Glenwood Avenue Ste. 109  
Raleigh, NC 27612  
office 919.851.8770 x 129  
[www.booth-assoc.com](http://www.booth-assoc.com)

### Compliance Fee Remittance Report

DATE:

3/23/2022

REPORTING PERIOD:

2021

NAME OF COMPANY:

Town of Berlin

TELEPHONE:

410-641-2770

ADDRESS:

10 William St  
Berlin, MD 21811

FAX:

410-641-2316

E-MAIL:

jfleetwood@berlinmd.gov

		Total
<u>Item 1.A.</u>	Tier 1 Total Compliance Fee (Non-Solar)	\$ -
<u>Item 1.B.</u>	Tier 1 Solar Total Compliance Fee	\$227,040.00
<u>Item 2.</u>	Tier 2 Total Compliance Fee	\$ -
<u>Item 3.</u>	Tier 1 Industrial Process Load Compliance Fee	\$ -
		(Do not type in shaded cells)
<u>Item 4.</u>	Total All Compliance Fees	\$ 227,040.00
<u>Item 5.</u>	Less: Economic Hardship Waiver Amount	\$ -
		(Do not type in shaded cells)
<u>Item 6.</u>	Total Due	\$ 227,040.00
<u>Item 7.</u>	AMOUNT REMITTED (Should equal line 6)	\$ 227,040.00

(If Item 7 does not equal Item 6, attach explanation)

MAKE CHECK PAYABLE TO: THE COMPTROLLER OF MARYLAND

Jeffrey Fleetwood

Town Administrator

Print name of Person Signing Report

Print Title

Signature

Date



# **TOWN OF BERLIN, MARYLAND**

## **Office of the Mayor**

**April 11, 2022**

Councilmembers Burrell, Knerr, Nichols, Orris, and Purnell,

According to Sec. C6-2 of the Town Charter, the Mayor, with the approval of the Council, shall appoint Board of Supervisors of Elections members before the first Monday in March. This year, we received two resignations from board members with outstanding terms and word from three members whose terms expire at the end of April 2022 that they may not continue. With less than six months until our municipal election, we would need to onboard and train five new Board of Supervisors of Elections members.

The Mayor's Office, in conjunction with D3, worked on advertising the five positions. To date, we have not received any applications.

After speaking with three members whose terms end this month, they agreed to stay on at least through the end of this year to get us through the upcoming municipal election cycle. In the essence of time, interviews have not been conducted with these three candidates for reappointment.

I am grateful for the following candidates willingness to serve and am honored to make the following nominations for reappointment:

### **Board of Supervisors of Elections (Four Year Term)**

- **Linda Bowen:** Reappointment
- **Tony Bowen:** Reappointment
- **Preston Whiley:** Reappointment

Please let me know if you have any questions regarding my nominations. I respectfully ask for your support in appointing the above member during the Mayor and Council Meeting on Monday, April 11, 2022.

Respectfully,

Zack Tyndall, Mayor



## Check Run Reports for:

03.16.22

03.22.22

03.23.22

03.24.22

04.01.22

**\*\*Full Check Runs Available in Online Packet**



Town of Berlin, MD

# Refund Check Register

## Refund Check Detail

UBPKT08262 - 20220314MC

*[Signature]*

MMB 3/25/22

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
66-0472971-14	ROWLES, CONSTANCE	3/14/2022	21868	51.59			51.59	Deposit
Total Refunded Amount:				51.59				

Total Refunds: 1

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	51.59
Revenue Total:	51.59

## General Ledger Distribution

Posting Date: 03/16/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 10 - ELECTRIC</b>			
10-1110-1098	CLAIM ON CASH-FUND 10	-51.59	Yes
10-2010-2074	UNAPPLIED CREDITS	51.59	
10 Total:		0.00	
<b>Fund: 98 - POOLED CASH</b>			
98-1098-1000	CENTRAL DEPOSITORY CASH	-51.59	
98-2498-2200	DUE TO OTHER FUNDS	51.59	Yes
98 Total:		0.00	
Distribution Total:		0.00	



Town of Berlin, MD

# Refund Check Register

## Refund Check Detail

*Handwritten signature*

*mw 3/25/22*

UBPKT08249 - Refunds 1 UBPKT08248 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
66-0470801-21	GILLAND, BONNIE	3/16/2022	21869	34.31			34.31	Generated From Billing
Total Refunded Amount:				34.31				

Total Refunds: 1

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	34.31
Revenue Total:	34.31

## General Ledger Distribution

Posting Date: 03/09/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 10 - ELECTRIC			
10-1110-1098	CLAIM ON CASH-FUND 10	-34.31	Yes
10-2010-2074	UNAPPLIED CREDITS	34.31	
10 Total:		0.00	
Fund: 98 - POOLED CASH			
98-1098-1000	CENTRAL DEPOSITORY CASH	-34.31	
98-2498-2200	DUE TO OTHER FUNDS	34.31	Yes
98 Total:		0.00	
Distribution Total:		0.00	





Town of Berlin, MD

# Refund Check Register

## Refund Check Detail

3/25/22

MTB 3/25/22

UBPKT08268 - Refunds 1 UBPKT08266 Single Billing

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
33-0220301-17	WILLIAMS, BETHANY	3/16/2022	21867	146.68			146.68	Generated From Billing
Total Refunded Amount:				146.68				

Total Refunds: 1

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	146.68
Revenue Total:	146.68

## General Ledger Distribution

Posting Date: 03/14/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 10 - ELECTRIC			
10-1110-1098	CLAIM ON CASH-FUND 10	-146.68	Yes
10-2010-2074	UNAPPLIED CREDITS	146.68	
10 Total:		0.00	
Fund: 98 - POOLED CASH			
98-1098-1000	CENTRAL DEPOSITORY CASH	-146.68	
98-2498-2200	DUE TO OTHER FUNDS	146.68	Yes
98 Total:		0.00	
Distribution Total:		0.00	



Town of Berlin, MD

# Refund Check Register

Packet: ARPKT03635 - REFUND MATTRESS FIRM 2020 PPT REPORT NO 35

*3/25/22*

*MYB 3/25/21*

## Refund Detail

Account Number	Name	Check Date	Check Number	Amount
17214735	MATTRESS FIRM, INC.	3/22/2022	21870	495.21
Total Refund Amount:				495.21

## Revenue Totals

Revenue Code	Total Distribution
UAC - Unapplied Credits	495.21
Revenue Totals:	495.21

## General Ledger Distribution

Posting Date: 03/22/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 01 - GENERAL FUND</b>			
01-1101-1098	CLAIM ON CASH-FUND 01	-495.21	Yes
01-2001-2074	UNAPPLIED CREDITS	495.21	
<b>01 Total:</b>		0.00	
<b>Fund: 98 - POOLED CASH</b>			
98-1098-1000	CENTRAL DEPOSITORY CASH	-495.21	
98-2498-2200	DUE TO OTHER FUNDS	495.21	Yes
<b>98 Total:</b>		0.00	
<b>Distribution Total:</b>		0.00	



Town of Berlin, MD

# Refund Check Register

Packet: ARPKT03639 - REFUND PPT TAXES

*3/25/22*

*myB 3/25/22*

## Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00479634	PENINSULA CARDIOLOGY ASSOCIATE	3/22/2022	21871	495.72
01364124	DE LAGE LANDEN FINANCIAL SERVICES, INC	3/22/2022	21872	11,351.92
03488459	SEABORN, INC.	3/22/2022	21873	1,468.29
03871241	OCEAN CITY ICE & SEAFOOD, INC	3/22/2022	21874	841.84
04825030	ATLANTIC ORTHOPAEDICS, P.A.	3/22/2022	21875	1,008.95
05719158	FOOD LION, LLC STORE #658	3/22/2022	21876	3,258.05
06707947	B.A.D., L.L.C.	3/22/2022	21877	24.82
07420508	VICTORIAN CHARM, INC.	3/22/2022	21878	348.16
16215733	PARIRAJ, LLC	3/22/2022	21879	408.00
16215741	JAINITA & KRUTI INC	3/22/2022	21880	207.74
16370124	ZOLL SERVICES LLC	3/22/2022	21881	82.79
17546631	PLATA CONSTRUCTION LLC	3/22/2022	21882	17.68
17708785	LOCALS LAWN CARE LLC	3/22/2022	21883	274.89
18338137	J & M MEAT MARKET	3/22/2022	21884	196.18
			Total Refund Amount:	19,985.03

## Revenue Totals

Revenue Code	Total Distribution
UAC - Unapplied Credits	19,985.03
Revenue Totals:	19,985.03

## General Ledger Distribution

Posting Date: 03/22/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 01 - GENERAL FUND</b>			
01-1101-1098	CLAIM ON CASH-FUND 01	-19,985.03	Yes
01-2001-2074	UNAPPLIED CREDITS	19,985.03	
<b>01 Total:</b>		<b>0.00</b>	
<b>Fund: 98 - POOLED CASH</b>			
98-1098-1000	CENTRAL DEPOSITORY CASH	-19,985.03	
98-2498-2200	DUE TO OTHER FUNDS	19,985.03	Yes
<b>98 Total:</b>		<b>0.00</b>	
<b>Distribution Total:</b>		<b>0.00</b>	



Town of Berlin, MD

# Check Register

Packet: APPKT02275 - 20220323SW

*3/25/22*

*MB 3/25/22*

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: BOC AP-BOC AP Checks						
0003345	HALL ADAM	03/23/2022	Regular	0.00	150.00	21885
0000187	SULLIVAN ANTHONY	03/23/2022	Regular	0.00	150.00	21886
0002916	BASSETT DAVID	03/23/2022	Regular	0.00	150.00	21887
0000380	BIRELEY CHRISTOPHER	03/23/2022	Regular	0.00	150.00	21888
0000393	BOHLEN MARY	03/23/2022	Regular	0.00	150.00	21889
0000399	BRAGG MERLE	03/23/2022	Regular	0.00	150.00	21890
0002636	BRATTEN GARY	03/23/2022	Regular	0.00	150.00	21891
0000435	BURRELL DEAN SR	03/23/2022	Regular	0.00	150.00	21892
0000451	CAMPBELL MICHAEL	03/23/2022	Regular	0.00	150.00	21893
0003230	CHARLES JAMES	03/23/2022	Regular	0.00	150.00	21894
0003079	CHESSER CODY	03/23/2022	Regular	0.00	150.00	21895
0000541	CLARK ROBERT	03/23/2022	Regular	0.00	150.00	21896
0000553	COARD CHRIS	03/23/2022	Regular	0.00	150.00	21897
0000564	COFFEY MELISSA	03/23/2022	Regular	0.00	150.00	21898
0000599	CORBIN SAMUEL	03/23/2022	Regular	0.00	150.00	21899
0000668	DAVID C GASKILL, ATTORNEY AT LAW	03/23/2022	Regular	0.00	150.00	21900
0003098	DAVIS JR DAVID	03/23/2022	Regular	0.00	150.00	21901
0000728	DENNIS RICKY C	03/23/2022	Regular	0.00	150.00	21902
0000775	DOWNING ARNOLD	03/23/2022	Regular	0.00	150.00	21903
0000777	DUFFY CAROLYN	03/23/2022	Regular	0.00	150.00	21904
0000778	DUKES KEITH ALAN	03/23/2022	Regular	0.00	150.00	21905
0002956	EARLY ALLISON	03/23/2022	Regular	0.00	150.00	21906
0000843	ENGELHART DAVID	03/23/2022	Regular	0.00	150.00	21907
0001581	EVANS NOAH DAVID	03/23/2022	Regular	0.00	150.00	21908
0000905	FISHER ROBERT	03/23/2022	Regular	0.00	150.00	21909
0000910	FLEETWOOD, JEFF	03/23/2022	Regular	0.00	150.00	21910
0003167	FLUHART DAVID	03/23/2022	Regular	0.00	100.00	21911
0002920	FORTUNE BRIAN	03/23/2022	Regular	0.00	150.00	21912
0001029	HIGGASON JIM	03/23/2022	Regular	0.00	150.00	21913
0002971	HUNTER CALEB	03/23/2022	Regular	0.00	150.00	21914
0001054	HURLEY DONALD M. III	03/23/2022	Regular	0.00	150.00	21915
0002532	JENSEN KELSEY	03/23/2022	Regular	0.00	150.00	21916
0001228	KERR JOSEPH	03/23/2022	Regular	0.00	150.00	21917
0003202	KNERR JAY	03/23/2022	Regular	0.00	150.00	21918
0001268	LATCHUM JAMES	03/23/2022	Regular	0.00	150.00	21919
0001278	LAWRENCE TIM	03/23/2022	Regular	0.00	150.00	21920
0001280	LAWSON JEFFREY D	03/23/2022	Regular	0.00	150.00	21921
0001314	LITTLETON CLAUDE	03/23/2022	Regular	0.00	150.00	21922
0002800	LLOYD KEVIN	03/23/2022	Regular	0.00	150.00	21923
0001318	LOCKWOOD JAMES	03/23/2022	Regular	0.00	150.00	21924
0003219	MARSHALL AVERY	03/23/2022	Regular	0.00	150.00	21925
0001534	MUMFORD WILLIE	03/23/2022	Regular	0.00	150.00	21926
0003344	NEWSOME JUSTIN	03/23/2022	Regular	0.00	150.00	21927
0003203	NICHOLS SHANEKA	03/23/2022	Regular	0.00	150.00	21928
0001593	O'CONNOR MICHAEL	03/23/2022	Regular	0.00	150.00	21929
0003229	ODEGAARD JASON	03/23/2022	Regular	0.00	150.00	21930
0001649	PARKINSON ALAN	03/23/2022	Regular	0.00	150.00	21931
0001688	PFALLER MEGHAN	03/23/2022	Regular	0.00	150.00	21932
0001705	PITTS MARCUS	03/23/2022	Regular	0.00	150.00	21933
0003204	RHODE ANTHONY	03/23/2022	Regular	0.00	100.00	21934
0002942	ROMBLAD CONNOR A	03/23/2022	Regular	0.00	150.00	21935
0001555	SALEH NATALIE	03/23/2022	Regular	0.00	150.00	21936
0001885	SATCHELL SR EARLEST M	03/23/2022	Regular	0.00	150.00	21937
0003140	SHORD ELIZABETH	03/23/2022	Regular	0.00	150.00	21938

## Check Register

Packet: APPKT02275-20220323SW

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0001967	SMITH MARVIN	03/23/2022	Regular	0.00	150.00	21939
0002632	THOMAS TUBBS	03/23/2022	Regular	0.00	150.00	21940
0002166	TOWNSEND MICHELLE	03/23/2022	Regular	0.00	150.00	21941
0002193	UNGER JOANN	03/23/2022	Regular	0.00	150.00	21942
0002294	WEBB EDWARD	03/23/2022	Regular	0.00	150.00	21943
0002299	WELLS IVY	03/23/2022	Regular	0.00	150.00	21944
0002309	WHITE SHIRLEY	03/23/2022	Regular	0.00	150.00	21945
0002316	WIENHOLD AUGUST J.	03/23/2022	Regular	0.00	150.00	21946
0002338	WISE RONDELL	03/23/2022	Regular	0.00	150.00	21947

## Bank Code BOC AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	63	0.00	9,350.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>63</b>	<b>63</b>	<b>0.00</b>	<b>9,350.00</b>





Town of Berlin, MD

# Payment Register

APPKT02275 - 20220323SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0003345</a>	HALL ADAM					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">202200239</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000187</a>	SULLIVAN ANTHONY					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002916</a>	BASSETT DAVID					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000380</a>	BIRELEY CHRISTOPHER					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000393</a>	BOHLEN MARY					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000399</a>	BRAGG MERLE					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002636</a>	BRATTEN GARY					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/23/2022	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	

Payment Register

APPKT02275 - 20220323SW

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000435</a>	BURRELL DEAN SR	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000451</a>	CAMPBELL MICHAEL	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0003230</a>	CHARLES JAMES	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0003079</a>	CHESSER CODY	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000541</a>	CLARK ROBERT	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000553</a>	COARD CHRIS	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000564</a>	COFFEY MELISSA	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000599</a>	CORBIN SAMUEL	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/23/2022	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00

Payment Register

APPKT02275 - 20220323SW

<b>Vendor Number</b> <a href="#">0000668</a>	<b>Vendor Name</b> DAVID C GASKILL, ATTORNEY AT LAW	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003098</a>	<b>Vendor Name</b> DAVIS JR DAVID	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0000728</a>	<b>Vendor Name</b> DENNIS RICKY C	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0000775</a>	<b>Vendor Name</b> DOWNING ARNOLD	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0000777</a>	<b>Vendor Name</b> DUFFY CAROLYN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0000778</a>	<b>Vendor Name</b> DUKES KEITH ALAN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002956</a>	<b>Vendor Name</b> EARLY ALLISON	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0000843</a>	<b>Vendor Name</b> ENGELHART DAVID	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00



**Payment Register**
**APPKT02275 - 20220323SW**

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001581</a>	EVANS NOAH DAVID					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0000905</a>	FISHER ROBERT					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0000910</a>	FLEETWOOD, JEFF					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0003167</a>	FLUHART DAVID					100.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	100.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	100.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002920</a>	FORTUNE BRIAN					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001029</a>	HIGGASON JIM					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002971</a>	HUNTER CALEB					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001054</a>	HURLEY DONALD M. III					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002532</a>	JENSEN KELSEY					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001228</a>	KERR JOSEPH					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0003202</a>	KNERR JAY					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001268</a>	LATCHUM JAMES					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001278</a>	LAWRENCE TIM					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001280</a>	LAWSON JEFFREY D					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0001314</a>	LITTLETON CLAUDE					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002800</a>	LLOYD KEVIN					150.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check		03/23/2022	150.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3RD QRT FY 22</a>	CELL PHONE ALLOWANCE	03/21/2022	03/21/2022	0.00	150.00	

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<b>Vendor Number</b> <a href="#">0001318</a>	<b>Vendor Name</b> LOCKWOOD JAMES	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003219</a>	<b>Vendor Name</b> MARSHALL AVERY	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001534</a>	<b>Vendor Name</b> MUMFORD WILLIE	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003344</a>	<b>Vendor Name</b> NEWSOME JUSTIN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">202200240</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003203</a>	<b>Vendor Name</b> NICHOLS SHANEKA	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001593</a>	<b>Vendor Name</b> O'CONNOR MICHAEL	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003229</a>	<b>Vendor Name</b> ODEGAARD JASON	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001649</a>	<b>Vendor Name</b> PARKINSON ALAN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00

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<b>Vendor Number</b> <a href="#">0001688</a>	<b>Vendor Name</b> PFALLER MEGHAN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001705</a>	<b>Vendor Name</b> PITTS MARCUS	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003204</a>	<b>Vendor Name</b> RHODE ANTHONY	<b>Total Vendor Amount</b> 100.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 100.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 100.00
<b>Vendor Number</b> <a href="#">0002942</a>	<b>Vendor Name</b> ROMBLAD CONNOR A	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001555</a>	<b>Vendor Name</b> SALEH NATALIE	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001885</a>	<b>Vendor Name</b> SACHELL SR EARLEST M	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0003140</a>	<b>Vendor Name</b> SHORD ELIZABETH	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0001967</a>	<b>Vendor Name</b> SMITH MARVIN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00



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<b>Vendor Number</b> <a href="#">0002632</a>	<b>Vendor Name</b> THOMAS TUBBS	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002166</a>	<b>Vendor Name</b> TOWNSEND MICHELLE	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002193</a>	<b>Vendor Name</b> UNGER JOANN	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002294</a>	<b>Vendor Name</b> WEBB EDWARD	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002299</a>	<b>Vendor Name</b> WELLS IVY	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002309</a>	<b>Vendor Name</b> WHITE SHIRLEY	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002316</a>	<b>Vendor Name</b> WIENHOLD AUGUST J.	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00
<b>Vendor Number</b> <a href="#">0002338</a>	<b>Vendor Name</b> WISE RONDELL	<b>Total Vendor Amount</b> 150.00			
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 03/23/2022	<b>Payment Amount</b> 150.00		
<b>Payable Number</b> <a href="#">3RD QRT FY 22</a>	<b>Description</b> CELL PHONE ALLOWANCE	<b>Payable Date</b> 03/21/2022	<b>Due Date</b> 03/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	63	63	0.00	9,350.00
Packet Totals:		63	63	0.00	9,350.00



Town of Berlin, MD

# Check Register

Packet: APPKT02279 - 20220324SW

*3/25/22*

*MTB 3/25/22* By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: BOC AP-BOC AP Checks						
0000529	CINTAS FIRST AID & SAFETY	03/24/2022	Regular	0.00	1,787.08	21998
0003087	THERMAL PROCESS SYSTEMS INC	03/24/2022	Regular	0.00	2,185.92	21999
0002220	USA BLUEBOOK	03/24/2022	Regular	0.00	314.86	22000
0002363	WORCESTER COUNTY LANDFILL	03/24/2022	Regular	0.00	3,547.20	22001

## Bank Code BOC AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	7,835.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	4	0.00	7,835.06



Town of Berlin, MD

# Payment Register

APPKT02279 - 20220324SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0000529</a>	CINTAS FIRST AID & SAFETY	1,787.08			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/24/2022	1,787.08		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">8405578978</a>	FIRST AID CABINET	03/24/2022	03/24/2022	0.00	1,787.08

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0003087</a>	THERMAL PROCESS SYSTEMS INC	2,185.92			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/24/2022	2,185.92		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">69122.1</a>	REBUILD CORD REELS	03/24/2022	03/24/2022	0.00	2,185.92

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0002220</a>	USA BLUEBOOK	314.86			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/24/2022	314.86		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">887490, 879978</a>	MALE FITTINGS	03/24/2022	03/24/2022	0.00	314.86

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">0002363</a>	WORCESTER COUNTY LANDFILL	3,547.20			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/24/2022	3,547.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">309 FEB FY 22</a>	SLUDGE	03/24/2022	03/24/2022	0.00	3,547.20



Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	4	4	0.00	7,835.06
Packet Totals:		4	4	0.00	7,835.06



Town of Berlin, MD

# Check Register

Packet: APPKT02277 - 20220324SW

*3/25/22*

*2MB 3/25/22* By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: BOC AP-BOC AP Checks						
0000060	ACTION ISLAND GRAPHICS	03/24/2022	Regular	0.00	1,658.25	21948 ~
0000197	AQUALAW PLC	03/24/2022	Regular	0.00	5,687.00	21949
0000249	ATLANTIC TRACTOR	03/24/2022	Regular	0.00	205.67	21950 ✓
0000306	BELAIR ROAD SUPPLY	03/24/2022	Regular	0.00	1,020.00	21951
0000312	BENEFITMALL	03/24/2022	Regular	0.00	74,797.17	21952
0000334	BERLIN FIRE CO	03/24/2022	Regular	0.00	31,250.00	21953
0000335	BERLIN FIRE COMPANY EMERGENCY	03/24/2022	Regular	0.00	137,500.00	21954
0000405	BRASURE'S PEST CONTROL INC	03/24/2022	Regular	0.00	1,586.98	21955
0000455	CARD'S TECHNOLOGY	03/24/2022	Regular	0.00	4,117.00	21956
0002755	CHESAPEAKE TELEPHONE SYSTEMS	03/24/2022	Regular	0.00	810.00	21957 ~
0000511	CHOPTANK ELECTRIC COOPERATIVE	03/24/2022	Regular	0.00	1,860.34	21958
0000572	COMCAST	03/24/2022	Regular	0.00	27.03	21959
0000572	COMCAST	03/24/2022	Regular	0.00	213.80	21960
0000572	COMCAST	03/24/2022	Regular	0.00	369.46	21961
0000572	COMCAST	03/24/2022	Regular	0.00	165.49	21962
0000572	COMCAST	03/24/2022	Regular	0.00	185.44	21963
0000572	COMCAST	03/24/2022	Regular	0.00	158.39	21964
0000572	COMCAST	03/24/2022	Regular	0.00	165.49	21965
0000572	COMCAST	03/24/2022	Regular	0.00	185.44	21966
0000572	COMCAST	03/24/2022	Regular	0.00	185.44	21967
0000584	COMPTROLLER OF MARYLAND	03/24/2022	Regular	0.00	2,401.10	21968
0000581	COMPTROLLER OF MARYLAND	03/24/2022	Regular	0.00	740.36	21969
0000643	DAGSBORO MATERIALS	03/24/2022	Regular	0.00	607.80	21970
0000794	EASTERN SHORE COFFEE	03/24/2022	Regular	0.00	24.36	21971
0000910	FLEETWOOD, JEFF	03/24/2022	Regular	0.00	10.48	21972
0000971	GRAN TURK EQUIPMENT CO	03/24/2022	Regular	0.00	1,779.85	21973
0003405	HEATHER COLLICK	03/24/2022	Regular	0.00	25.00	21974 ~
0001040	HOME DEPOT CREDIT CARD SERVICE	03/24/2022	Regular	0.00	361.23	21975
0001286	LEGAL SHIELD	03/24/2022	Regular	0.00	31.90	21976
0002800	LLOYD KEVIN	03/24/2022	Regular	0.00	790.00	21977
0001394	MARYLAND DEPT OF THE ENVIRONMENT	03/24/2022	Regular	0.00	100.00	21978
0001400	MARYLAND MAYORS ASSOCIATION	03/24/2022	Regular	0.00	185.00	21979 ~
0001409	MARYLAND RURAL WATER ASSOCIATION	03/24/2022	Regular	0.00	975.00	21980
0001417	MATHESON TRI-GAS INC	03/24/2022	Regular	0.00	77.00	21981
0001495	MIDDLE DEPARTMENT INSPECTION	03/24/2022	Regular	0.00	293.00	21982
0001565	NATIONWIDE RETIREMENT SOLUTIONS	03/24/2022	Regular	0.00	4,599.96	21983
0003315	OCEAN BREEZE	03/24/2022	Regular	0.00	1,760.00	21984
0001725	PPC LUBRICANTS	03/24/2022	Regular	0.00	2,256.35	21985
0001757	RACETRACK AUTO CENTER	03/24/2022	Regular	0.00	578.86	21986
0002795	SANDPIPER ENERGY INC	03/24/2022	Regular	0.00	100.83	21987
0003222	SFS TOOLS AND SAFETY LLC	03/24/2022	Regular	0.00	137.49	21988 ~
0002928	UNIFIRST CORPORATION	03/24/2022	Regular	0.00	249.19	21989
0003207	UNITED ENERGY TRADING LLC	03/24/2022	Regular	0.00	882.81	21990
0002205	UNITED WAY OF THE EASTERN SHORE	03/24/2022	Regular	0.00	40.00	21991
0002233	VALERIE J MANN	03/24/2022	Regular	0.00	110.00	21992
0002246	VERIZON-000014448231	03/24/2022	Regular	0.00	789.25	21993
0002247	VERIZON-000718605643	03/24/2022	Regular	0.00	54.38	21994
0002857	VERIZON-850462866001-13	03/24/2022	Regular	0.00	45.28	21995
0002304	WEST OCEAN CITY ILLNESS & INJURY	03/24/2022	Regular	0.00	135.00	21996

Check Register

Packet: APPKT02277-20220324SW

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0002363	WORCESTER COUNTY LANDFILL	03/24/2022	Regular	0.00	8,948.90	21997

Bank Code BOC AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	50	0.00	291,238.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	56	50	0.00	291,238.77



Town of Berlin, MD

# Payment Register

APPKT02277 - 20220324SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000060</a>	ACTION ISLAND GRAPHICS					1,658.25
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">7427</a>	BERLIN BAGS	03/15/2022	03/15/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	1,658.25	0.00	1,658.25	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000197</a>	AQUALAW PLC					5,687.00
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">14317</a>	HERON PARK CLEAN UP	03/24/2022	03/24/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	5,687.00	0.00	5,687.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000249</a>	ATLANTIC TRACTOR					205.67
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">P29457</a>	TRACTOR AND EQUIPMENT PARTS	03/15/2022	03/15/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	205.67	0.00	205.67	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000306</a>	BELAIR ROAD SUPPLY					1,020.00
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">443308</a>	CAST IRON CLEANOUT FRAME & COVER	03/18/2022	03/18/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	1,020.00	0.00	1,020.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000312</a>	BENEFITMALL					74,797.17
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">APRIL FY 22</a>	BENEFITMALL APRIL BILLING AND ONE EMPLOYEE MARC	03/16/2022	03/16/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	74,797.17	0.00	74,797.17	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000334</a>	BERLIN FIRE CO					31,250.00
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">4TH ALLOCATION FY 22</a>	FY 22 BERLIN FIRE CO ALLOCATION	03/15/2022	03/15/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	31,250.00	0.00	31,250.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000335</a>	BERLIN FIRE COMPANY EMERGENCY MEDICAL SERVICE					137,500.00
Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	
Check		<a href="#">2ND ALLOCATION FY 22</a>	FY 22 BERLIN FIRE EMS ALLOCATION	03/15/2022	03/15/2022	
		Payment Date	Payment Amount	Discount Amount	Payable Amount	
		03/24/2022	137,500.00	0.00	137,500.00	



**Payment Register**
**APPKT02277 - 20220324SW**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000405</a>	BRASURE'S PEST CONTROL INC					1,586.98
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	1,586.98			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">716914</a>	113 SCHOOLFIELD STREET - TERMITE TREATMENT	03/23/2022	03/23/2022	0.00	1,586.98	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000455</a>	CARD'S TECHNOLOGY					4,117.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	4,117.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">49606</a>	FY2022 ANNUAL AGREEMENT-COMPLETE & MANAGED N	03/23/2022	03/23/2022	0.00	4,117.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002755</a>	CHESAPEAKE TELEPHONE SYSTEMS INC					810.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	810.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">INV197586</a>	ANNUAL CONTRACT RENEWAL	03/15/2022	03/15/2022	0.00	300.00	
<a href="#">INV197675</a>	ANNUAL CONTRACT RENEWAL	03/15/2022	03/15/2022	0.00	510.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000511</a>	CHOPTANK ELECTRIC COOPERATIVE, INC.					1,860.34
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	1,860.34			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9913024900 MAR FY 22</a>	UTILITY SERVICE FOR SPRAY SITES	03/18/2022	03/18/2022	0.00	1,860.34	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000572</a>	COMCAST					1,655.98
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	165.49			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0023325 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/21/2022	03/21/2022	0.00	165.49	
Check		03/24/2022	213.80			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0024711 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/18/2022	03/18/2022	0.00	213.80	
Check		03/24/2022	185.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0041947 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/18/2022	03/18/2022	0.00	185.44	
Check		03/24/2022	185.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0042184 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/21/2022	03/21/2022	0.00	185.44	
Check		03/24/2022	158.39			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0043323 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/18/2022	03/18/2022	0.00	158.39	
Check		03/24/2022	165.49			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0043547 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/21/2022	03/21/2022	0.00	165.49	
Check		03/24/2022	369.46			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0052845 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/21/2022	03/21/2022	0.00	369.46	
Check		03/24/2022	27.03			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">41 016 0053157 MAR FY 22</a>	TELEVISION SERVICE - POLICE DEPARTMENT	03/15/2022	03/15/2022	0.00	27.03	

**Payment Register**
**APPKT02277 - 20220324SW**

Check						03/24/2022	185.44
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">41 016 0149930 APR FY 22</a>	COMCAST INTERNET & DIGITAL SVC	03/18/2022	03/18/2022	0.00	185.44		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000581</a>	COMPTROLLER OF MARYLAND					740.36	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	740.36		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">FEB FY 22</a>	ENVIRONMENTAL TRUST FUND REPORT	03/15/2022	03/15/2022	0.00	740.36		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000584</a>	COMPTROLLER OF MARYLAND					2,401.10	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	2,401.10		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">FEB FY 22</a>	ELECTRIC UNIVERSAL SERVICE PROGRAM FUND	03/15/2022	03/15/2022	0.00	2,401.10		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000643</a>	DAGSBORO MATERIALS					607.80	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	607.80		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">B-110M0004108</a>	8 TONS 57 STONE DRIVEWAY SHOP	03/15/2022	03/15/2022	0.00	607.80		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000794</a>	EASTERN SHORE COFFEE					24.36	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	24.36		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">624240</a>	DRINKING WATER AND WATER COOLER RENTAL FEES	03/15/2022	03/15/2022	0.00	24.36		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000910</a>	FLEETWOOD, JEFF					10.48	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	10.48		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">03/22/2022</a>	SPRAY PAINT PURCHASED	03/22/2022	03/22/2022	0.00	10.48		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0000971</a>	GRAN TURK EQUIPMENT CO					1,779.85	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	1,779.85		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">2029891-01</a>	REPAIRS & PARTS FOR SANITATION VEHICLES	03/16/2022	03/16/2022	0.00	1,779.85		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0003405</a>	HEATHER COLLICK					25.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	25.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">REFUND</a>	PARK RESERVATION REFUND	03/22/2022	03/22/2022	0.00	25.00		
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<a href="#">0001040</a>	HOME DEPOT CREDIT CARD SERVICES					361.23	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				03/24/2022	361.23		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<a href="#">1024371, 12741</a>	TOOLS, PARTS AND OTHER SUPPLIES	03/23/2022	03/23/2022	0.00	229.90		
<a href="#">7900615</a>	GLACIER BAY BATHROOM VANITY W/MARBLE TOP & HAI	03/23/2022	03/23/2022	0.00	120.58		
<a href="#">8041567</a>	TOOLS, PARTS AND OTHER SUPPLIES	03/23/2022	03/23/2022	0.00	10.75		

**Payment Register**
**APPKT02277 - 20220324SW**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001286</a>	LEGAL SHIELD					31.90
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	31.90			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">139007 MAR FY 22</a>	LEGAL SHIELD EMPLOYEE FUNDED CONTRIBUTION	03/15/2022	03/15/2022	0.00	31.90	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002800</a>	LLOYD KEVIN					790.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	790.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">PER DIEM 3/14/2022</a>	MEALS 4/4-4/8 & 4/11-4/15	03/15/2022	03/15/2022	0.00	790.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001394</a>	MARYLAND DEPT OF THE ENVIRONMENT					100.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	100.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">OPERRATOR EXAM PITTS,TU</a>	OPERATOR EXAM	03/18/2022	03/18/2022	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001400</a>	MARYLAND MAYORS ASSOCIATION					185.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	185.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2022 MAR 31-APR 1 CONF</a>	2022 WINTER CONFERENCE MAYOR TYNDALL	03/21/2022	03/21/2022	0.00	185.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001409</a>	MARYLAND RURAL WATER ASSOCIATION					975.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	975.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">602331,349,356</a>	ANNUAL CONFERENCE	03/18/2022	03/18/2022	0.00	975.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001417</a>	MATHESON TRI-GAS INC					77.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	77.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0025169966</a>	WELDING SUPPLIES	03/16/2022	03/16/2022	0.00	77.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001495</a>	MIDDLE DEPARTMENT INSPECTION AGENCY					293.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	293.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">147318,147315,147299</a>	INSPECTION SERVICES	03/22/2022	03/22/2022	0.00	293.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0001565</a>	NATIONWIDE RETIREMENT SOLUTIONS					4,599.96
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	4,599.96			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">PPE 03/13/2022</a>	EMPLOYEE CONTRIBUTIONS FOR NATIONWIDE 457	03/15/2022	03/15/2022	0.00	4,599.96	



**Payment Register**
**APPKT02277 - 20220324SW**

<b>Vendor Number</b> <a href="#">0003315</a>	<b>Vendor Name</b> OCEAN BREEZE					<b>Total Vendor Amount</b> 1,760.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">11422-1</a>	SERVICE OF ALL HVAC	03/16/2022	03/16/2022	03/24/2022   1,760.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   1,760.00
<b>Vendor Number</b> <a href="#">0001725</a>	<b>Vendor Name</b> PPC LUBRICANTS					<b>Total Vendor Amount</b> 2,256.35
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">2008142</a>	LUBRICANTS	03/16/2022	03/16/2022	03/24/2022   2,256.35
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   2,256.35
<b>Vendor Number</b> <a href="#">0001757</a>	<b>Vendor Name</b> RACETRACK AUTO CENTER					<b>Total Vendor Amount</b> 578.86
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">140041</a>	BRAKE VACUUM PUMP 6739	03/15/2022	03/15/2022	03/24/2022   578.86
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   578.86
<b>Vendor Number</b> <a href="#">0002795</a>	<b>Vendor Name</b> SANDPIPER ENERGY INC					<b>Total Vendor Amount</b> 100.83
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">06-605972-67941-1 MAR FY</a>	NATURAL GAS - POLICE DEPT	03/16/2022	03/16/2022	03/24/2022   100.83
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   100.83
<b>Vendor Number</b> <a href="#">0003222</a>	<b>Vendor Name</b> SFS TOOLS AND SAFETY LLC					<b>Total Vendor Amount</b> 137.49
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">400114</a>	STAPLE STICKS	03/22/2022	03/22/2022	03/24/2022   137.49
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   137.49
<b>Vendor Number</b> <a href="#">0002928</a>	<b>Vendor Name</b> UNIFIRST CORPORATION					<b>Total Vendor Amount</b> 249.19
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">092 1885391</a>	UNIFORMS AND CLEANING SERVICES	03/15/2022	03/15/2022	03/24/2022   249.19
		<a href="#">092 1886512</a>	UNIFORMS AND CLEANING SERVICES	03/15/2022	03/15/2022	<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   125.72
						0.00   123.47
<b>Vendor Number</b> <a href="#">0003207</a>	<b>Vendor Name</b> UNITED ENERGY TRADING LLC					<b>Total Vendor Amount</b> 882.81
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">210300</a>	NATURAL GAS TRANSPORT	03/16/2022	03/16/2022	03/24/2022   882.81
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   882.81
<b>Vendor Number</b> <a href="#">0002205</a>	<b>Vendor Name</b> UNITED WAY OF THE EASTERN SHORE					<b>Total Vendor Amount</b> 40.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">PPE 3/13/2022</a>	UNITED WAY EMPLOYEE CONTRIBUTION	03/15/2022	03/15/2022	03/24/2022   40.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   40.00



**Payment Register**

**APPKT02277 - 20220324SW**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002233</a>	VALERIE J MANN					110.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	110.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">03152022</a>	LETTER OF INTENT BIKEWAYS GRANT	03/16/2022	03/16/2022	0.00	110.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002246</a>	VERIZON-000014448231					789.25
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	789.25			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">14448231 APR FY 22</a>	VERIZON TELEPHONE SERVICE 14448231	03/21/2022	03/21/2022	0.00	789.25	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002247</a>	VERIZON-000718605643					54.38
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	54.38			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">718605643 APR FY 22</a>	VERIZON TELEPHONE 5 MILE BRANCH RD	03/21/2022	03/21/2022	0.00	54.38	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002857</a>	VERIZON-850462866001-13					45.28
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	45.28			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">850462866001-13 APR FY 22</a>	VERIZON TELEPHONE 410-641-0158	03/21/2022	03/21/2022	0.00	45.28	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002304</a>	WEST OCEAN CITY ILLNESS & INJURY CENTER					135.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	135.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">17685593</a>	DRUG TESTING	03/15/2022	03/15/2022	0.00	45.00	
<a href="#">17685595</a>	DRUG TESTING	03/15/2022	03/15/2022	0.00	45.00	
<a href="#">17685597</a>	DRUG TESTING	03/22/2022	03/22/2022	0.00	45.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">0002363</a>	WORCESTER COUNTY LANDFILL					8,948.90
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/24/2022	8,948.90			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">124 MARCH FY 22</a>	REFUSE, RECYCLE AND CAN PULLS	03/15/2022	03/15/2022	0.00	8,948.90	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	56	50	0.00	291,238.77
Packet Totals:		56	50	0.00	291,238.77



Town of Berlin, MD

# Check Register

Packet: APPKT02291 - 20220401SW

4/1/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: BOC AP-BOC AP Checks						
0002406	AE MOORE JANITORIAL INC	04/01/2022	Regular	0.00	209.00	22005
0000088	AFFORDABLE BUSINESS SYSTEMS	04/01/2022	Regular	0.00	99.49	22006
0000090	AFLAC	04/01/2022	Regular	0.00	937.44	22007
0000292	BDP INDUSTRIES	04/01/2022	Regular	0.00	329.38	22008
0000323	BERLIN AUTOMOTIVE	04/01/2022	Regular	0.00	270.04	22009
0003406	BERLIN PRINTERY LLC	04/01/2022	Regular	0.00	1,482.00	22010
0003041	BLUE PEAK LOGIC INC	04/01/2022	Regular	0.00	1,170.00	22011
0000511	CHOPTANK ELECTRIC COOPERATIVE	04/01/2022	Regular	0.00	3,036.01	22012
0002984	COHEN LAW GROUP	04/01/2022	Regular	0.00	1,675.00	22013
0000571	COMCAST BUSINESS	04/01/2022	Regular	0.00	1,010.25	22014
0000784	EA ENGINEERING, SCIENCE AND TEC	04/01/2022	Regular	0.00	4,870.00	22015
0003161	EASTERN SHORE MOBILE DRUG & A	04/01/2022	Regular	0.00	185.00	22016
0003407	EMILY VOCKE	04/01/2022	Regular	0.00	25.00	22017
0000888	FASTENAL	04/01/2022	Regular	0.00	370.27	22018
0000897	FERGUSON ENTERPRISES	04/01/2022	Regular	0.00	1,443.60	22019
0000907	FLAG PUBLICATIONS INC	04/01/2022	Regular	0.00	120.00	22020
0000977	GREAT AMERICA FINANCIAL	04/01/2022	Regular	0.00	308.65	22021
0001068	INTERCOASTAL TRADING INC.	04/01/2022	Regular	0.00	3,607.25	22022
0001081	IRON SOURCE	04/01/2022	Regular	0.00	379.18	22023
0001394	MARYLAND DEPT OF THE ENVIRON	04/01/2022	Regular	0.00	50.00	22024
0001564	NATIONAL TRANSFORMER SALES	04/01/2022	Regular	0.00	2,880.00	22025
0001565	NATIONWIDE RETIREMENT SOLUTIC	04/01/2022	Regular	0.00	4,524.96	22026
0001725	PPC LUBRICANTS	04/01/2022	Regular	0.00	1,298.55	22027
0002802	ROYAL FARMS	04/01/2022	Regular	0.00	75.85	22028
0001904	SELBYVILLE TRACTOR & EQUIPMEN	04/01/2022	Regular	0.00	18.14	22029
0002894	TPC WIRE & CABLE CORP	04/01/2022	Regular	0.00	1,649.77	22030
0003149	TRANSAMERICA	04/01/2022	Regular	0.00	271.98	22031
0002928	UNIFIRST CORPORATION	04/01/2022	Regular	0.00	436.74	22032
0003403	UNITED STATES PLASTIC CORP	04/01/2022	Regular	0.00	524.97	22033
0002202	UNITED STATES POSTAL SERVICE	04/01/2022	Regular	0.00	265.00	22034
0002205	UNITED WAY OF THE EASTERN SHO	04/01/2022	Regular	0.00	40.00	22035
0002231	VA MD & DE ASSOC OF ELECTRIC CC	04/01/2022	Regular	0.00	2,000.00	22036
0002248	VERIZON BUSINESS	04/01/2022	Regular	0.00	100.81	22037
0003055	WASHINGTON NATIONAL INSURAN	04/01/2022	Regular	0.00	574.83	22038
0002304	WEST OCEAN CITY ILLNESS & INJUR	04/01/2022	Regular	0.00	80.00	22039

## Bank Code BOC AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	35	0.00	36,319.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	38	35	0.00	36,319.16



Town of Berlin, MD

# Payment Register

APPKT02291 - 20220401SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002406</a>	AE MOORE JANITORIAL INC					209.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	209.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">413355</a>	PAPER PRODUCTS RESTROOMS	03/31/2022	03/31/2022	0.00	209.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000088</a>	AFFORDABLE BUSINESS SYSTEMS					99.49
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	99.49			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">IN186184</a>	BILLING SUPERVISOR PRINTER	03/31/2022	03/31/2022	0.00	25.89	
<a href="#">IN186964</a>	POLICE DEPARTMENT LEASED COPIER - CT18017.03	04/01/2022	04/01/2022	0.00	73.60	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000090</a>	AFLAC					937.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	937.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">666460</a>	AFLAC SUPPLEMENTAL INSURANCE EMPLOYEE FUNDED	03/31/2022	03/31/2022	0.00	937.44	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000292</a>	BDP INDUSTRIES					329.38
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	329.38			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">14193</a>	BELT PRESS FILTER HYDRAULICS	03/31/2022	03/31/2022	0.00	329.38	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0000323</a>	BERLIN AUTOMOTIVE					270.04
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	270.04			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">399288.394461</a>	SERVICE TRUCKS	03/31/2022	03/31/2022	0.00	270.04	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0003406</a>	BERLIN PRINTERY LLC					1,482.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	1,482.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0112</a>	5000 MERCHANT MAPS	04/01/2022	04/01/2022	0.00	1,482.00	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0003041</a>	BLUE PEAK LOGIC INC					1,170.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	1,170.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">1947</a>	ANNUAL CONTRACT RENEWAL	03/31/2022	03/31/2022	0.00	1,170.00	



**Payment Register**
**APPKT02291 - 20220401SW**

<b>Vendor Number</b> <a href="#">0000511</a>	<b>Vendor Name</b> CHOPTANK ELECTRIC COOPERATIVE, INC.					<b>Total Vendor Amount</b> 3,036.01
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">414700</a>	<a href="#">MAR FY 22</a>	03/31/2022	03/31/2022	04/01/2022   3,036.01
			UTILITY SERVICE FOR SPRAY SITES			<b>Discount Amount</b> <b>Payable Amount</b> 0.00   3,036.01
<b>Vendor Number</b> <a href="#">0002984</a>	<b>Vendor Name</b> COHEN LAW GROUP					<b>Total Vendor Amount</b> 1,675.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">6</a>	CABLE FRANCHISE PROFESSIONAL SERVICES	03/31/2022	03/31/2022	04/01/2022   1,675.00
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   1,675.00
<b>Vendor Number</b> <a href="#">0000571</a>	<b>Vendor Name</b> COMCAST BUSINESS					<b>Total Vendor Amount</b> 1,010.25
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">142531778</a>	COMCAST TELEPHONE SERVICE	03/31/2022	03/31/2022	04/01/2022   1,010.25
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   1,010.25
<b>Vendor Number</b> <a href="#">0000784</a>	<b>Vendor Name</b> EA ENGINEERING, SCIENCE AND TECHNOLOGY INC PBC					<b>Total Vendor Amount</b> 4,870.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">152609</a>	ON CALL SUPPORT	03/30/2022	03/30/2022	04/01/2022   4,870.00
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   4,870.00
<b>Vendor Number</b> <a href="#">0003161</a>	<b>Vendor Name</b> EASTERN SHORE MOBILE DRUG & ALCOHOL TESTING L					<b>Total Vendor Amount</b> 185.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">2472</a>	MARCH RANDOM DRUG SCREENS	03/29/2022	03/29/2022	04/01/2022   185.00
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   185.00
<b>Vendor Number</b> <a href="#">0003407</a>	<b>Vendor Name</b> EMILY VOCKE					<b>Total Vendor Amount</b> 25.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">REFUND</a>	PARK RESERVATION REFUND	03/31/2022	03/31/2022	04/01/2022   25.00
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   25.00
<b>Vendor Number</b> <a href="#">0000888</a>	<b>Vendor Name</b> FASTENAL					<b>Total Vendor Amount</b> 370.27
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">MDSDS130748</a> , <a href="#">MDSDS1307</a>	PUMP & LOCKS	03/31/2022	03/31/2022	04/01/2022   370.27
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   370.27
<b>Vendor Number</b> <a href="#">0000897</a>	<b>Vendor Name</b> FERGUSON ENTERPRISES					<b>Total Vendor Amount</b> 1,443.60
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">0569228</a>	BLADDER FOR NONPOTABLE	03/31/2022	03/31/2022	04/01/2022   1,443.60
						<b>Discount Amount</b> <b>Payable Amount</b> 0.00   1,443.60

**Payment Register**
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<b>Vendor Number</b> <a href="#">0000907</a>	<b>Vendor Name</b> FLAG PUBLICATIONS INC					<b>Total Vendor Amount</b> 120.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">345406, 345844</a>	TAX RATE AD RUN TWO WEEKS	03/31/2022	03/31/2022	04/01/2022   120.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   120.00
<b>Vendor Number</b> <a href="#">0000977</a>	<b>Vendor Name</b> GREAT AMERICA FINANCIAL					<b>Total Vendor Amount</b> 308.65
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">31306049</a>	GREAT AMERICA FINANCIAL LARGE COPIER LEASE TH & P	03/31/2022	03/31/2022	04/01/2022   308.65
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   308.65
<b>Vendor Number</b> <a href="#">0001068</a>	<b>Vendor Name</b> INTERCOASTAL TRADING INC.					<b>Total Vendor Amount</b> 3,607.25
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">220342, 220510, 220648</a>	BLEACH	03/31/2022	03/31/2022	04/01/2022   3,607.25
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   3,607.25
<b>Vendor Number</b> <a href="#">0001081</a>	<b>Vendor Name</b> IRON SOURCE					<b>Total Vendor Amount</b> 379.18
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">CT127288-1</a>	VENTRAC SERVICE	03/31/2022	03/31/2022	04/01/2022   379.18
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   379.18
<b>Vendor Number</b> <a href="#">0001394</a>	<b>Vendor Name</b> MARYLAND DEPT OF THE ENVIRONMENT					<b>Total Vendor Amount</b> 50.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">CERTIFICATE 9901 JAMES LC</a>	LICENSE CERT	03/31/2022	03/31/2022	04/01/2022   50.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   50.00
<b>Vendor Number</b> <a href="#">0001564</a>	<b>Vendor Name</b> NATIONAL TRANSFORMER SALES					<b>Total Vendor Amount</b> 2,880.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">20210424</a>	200 CL. 200, RESIDENTIAL ELECTRIC METERS	04/01/2022	04/01/2022	04/01/2022   2,880.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   2,880.00
<b>Vendor Number</b> <a href="#">0001565</a>	<b>Vendor Name</b> NATIONWIDE RETIREMENT SOLUTIONS					<b>Total Vendor Amount</b> 4,524.96
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">PPE 03/27/2022</a>	EMPLOYEE CONTRIBUTIONS FOR NATIONWIDE 457	03/29/2022	03/29/2022	04/01/2022   4,524.96
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   4,524.96
<b>Vendor Number</b> <a href="#">0001725</a>	<b>Vendor Name</b> PPC LUBRICANTS					<b>Total Vendor Amount</b> 1,298.55
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<a href="#">2012566</a>	POWER PLANT ENGINE OIL	03/31/2022	03/31/2022	04/01/2022   1,298.55
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   1,298.55

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Vendor Number	Vendor Name					Total Vendor Amount
0002802	ROYAL FARMS					75.85
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				75.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SHABER-44641	MEALS FOR SNOW EVENT ON JAN 29	03/31/2022	03/31/2022	0.00	75.85	
Vendor Number	Vendor Name					Total Vendor Amount
0001904	SELBYVILLE TRACTOR & EQUIPMENT INC					18.14
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				18.14
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
58048	ANTIFREEZE	03/31/2022	03/31/2022	0.00	18.14	
Vendor Number	Vendor Name					Total Vendor Amount
0002894	TPC WIRE & CABLE CORP					1,649.77
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				1,649.77
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
761289	CABLE FOR MOLE	03/31/2022	03/31/2022	0.00	1,649.77	
Vendor Number	Vendor Name					Total Vendor Amount
0003149	TRANSAMERCIA					271.98
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				271.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
G000044857	TRANSAMERICA SUPPLEMENTAL LIFE INSURANCE	03/29/2022	03/29/2022	0.00	271.98	
Vendor Number	Vendor Name					Total Vendor Amount
0002928	UNIFIRST CORPORATION					436.74
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				436.74
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
092 1887489	UNIFORMS AND CLEANING SERVICES	03/29/2022	03/29/2022	0.00	189.80	
092 1887694	UNIFORMS AND CLEANING SERVICES	03/29/2022	03/29/2022	0.00	123.47	
1430000157	UNIFORMS AND CLEANING SERVICES	03/29/2022	03/29/2022	0.00	123.47	
Vendor Number	Vendor Name					Total Vendor Amount
0003403	UNITED STATES PLASTIC CORP					524.97
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				524.97
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6749955	BULKHEAD FITTINGS	03/31/2022	03/31/2022	0.00	524.97	
Vendor Number	Vendor Name					Total Vendor Amount
0002202	UNITED STATES POSTAL SERVICE					265.00
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				265.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PERMIT TYPE PI	PERMIT #73 - FIRST CLASS PRESORT	03/31/2022	03/31/2022	0.00	265.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002205	UNITED WAY OF THE EASTERN SHORE					40.00
Payment Type	Payment Number	Payment Date				Payment Amount
Check		04/01/2022				40.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PPE 03/27/2022	UNITED WAY EMPLOYEE CONTRIBUTION	03/29/2022	03/29/2022	0.00	40.00	

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002231</a>	VA MD & DE ASSOC OF ELECTRIC COOPERATIVES					2,000.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	2,000.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">25354</a>	METER LINE SCHOOL - DAVID DAVIS, CALEB HUNTER	03/31/2022	03/31/2022	0.00	2,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002248</a>	VERIZON BUSINESS					100.81
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	100.81			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">05969591</a>	VERIZON BUSINESS TELEPHONE SERVICE	03/29/2022	03/29/2022	0.00	100.81	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0003055</a>	WASHINGTON NATIONAL INSURANCE COMPANY					574.83
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	574.83			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">P2208049</a>	WASHINGTON NATIONAL SUPPLEMENTAL INSURANCE	03/31/2022	03/31/2022	0.00	574.83	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">0002304</a>	WEST OCEAN CITY ILLNESS & INJURY CENTER					80.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	80.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">17864857</a>	EMPLOYEE DOT PHYSICAL	03/31/2022	03/31/2022	0.00	80.00	



## Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	38	35	0.00	36,319.16
Packet Totals:		38	35	0.00	36,319.16



Town of Berlin, MD

# Refund Check Register

## Refund Check Detail

*Handwritten signature*

UBPKT08046 - 20220217MC

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-0740001-06	BARRETT HOUSING	2/17/2022	22002	229.87			229.87	Deposit
11-2110001-01	CLARK, DANE	2/17/2022	22003	23.49			23.49	Deposit
33-1240021-01	CHESAPEAKE UTILITIES CORP	2/17/2022	22004	196.30			196.30	Deposit
Total Refunds: 3				Total Refunded Amount:			449.66	

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	449.66
Revenue Total:	449.66

## General Ledger Distribution

Posting Date: 04/01/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 10 - ELECTRIC			
10-1110-1098	CLAIM ON CASH-FUND 10	-449.66	Yes
10-2010-2074	UNAPPLIED CREDITS	449.66	
10 Total:		0.00	
Fund: 98 - POOLED CASH			
98-1098-1000	CENTRAL DEPOSITORY CASH	-449.66	
98-2498-2200	DUE TO OTHER FUNDS	449.66	Yes
98 Total:		0.00	
Distribution Total:		0.00	