



BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, August 28, 2023

Please note that the times indicated below are approximate and that additional timing protocols may be indicated for specific agenda items.

7:00 PM CALL TO ORDER, REGULAR SESSION – Council Chambers

1. 7:05 PM CONSENT AGENDA:

- A) Approval of Minutes for:
1. Work Session of 7.24.23
 2. Regular Session of 7.24.23

2. 7:10 PM PRESENTATION: Business, Economic, and Community Outreach Network (BEACON) Strategic Plan – Director John Hickman

3. 7:25 PM ITEM(S) FOR APPROVAL:

- a) Motion 2023-31: BEACON Strategic Plan – Mayor Zack Tyndall
- b) Motion 2023-32: Taylor House Museum Events – Museum President Melissa Reid
- c) Motion 2023-33: Appointment of Board, Commission & Committee Members – Mayor Zack Tyndall
- d) Motion 2023-34: FirstNet Contract – Mayor Zack Tyndall
- e) Motion 2023-35: Speed Camera Contract – Town Attorney David Gaskill & Police Chief Arnold Downing
- f) Motion 2023-XX: Employee Handbook, Section 6 & 7, Review and Approval – Human Resources Director Kelsey Jensen & Town Administrator Mary Bohlen
- g) *(Placeholder)* Work Session Action Items Needing Approval by Mayor and Council – Town Administrator Mary Bohlen

4. 7:55 PM DISCUSSION: Council Chambers Audio & Visual Upgrade – Mayor Zack Tyndall & Town Administrator Mary Bohlen

5. 8:10 PM PJM QUARTERLY REPORT – Electric Utility Director Tim Lawrence

6. 8:20 PM REPORTS: Town Administrator's Report, Departmental Reports

7. 8:30 PM COMMENTS FROM THE PUBLIC

Any person who may wish to speak on a matter at the Regular Session may be heard during COMMENTS FROM THE PUBLIC for a period of five (5) minutes or such time as may be deemed appropriate by the Mayor. Anyone wishing to be heard shall state their name, street name, and subject on which they wish to speak.

8. 8:40 PM COMMENTS FROM THE COUNCIL

9. 8:50 PM COMMENTS FROM THE MAYOR

10. 8:55 PM COMMENTS FROM THE PRESS

11. 8:55 PM ADJOURNMENT

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on 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 Mary Bohlen at (410) 641-2770. Written materials in alternate formats





BERLIN MAYOR AND COUNCIL
Meeting Minutes
Work Session
Monday, July 24, 2023

6:00 PM WORK SESSION – Berlin Town Hall Council Chambers

Present: Mayor Zack Tyndall, Vice-President Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris.

Staff Present: Town Administrator Mary Bohlen, Town Attorney David Gaskill, Finance Director Natalie Saleh, Planning Director David Engelhart, Human Resources Director Kelsey Jensen, Administrative Assistant Kate Daub, and Executive Administrative Assistant Sara Gorfinkel.

Others Present: Palmer and Sandy Gillis

This meeting was broadcast live via Facebook. Mayor Tyndall called the meeting to order at approximately 6:00 PM.

1. Opening Statement:

Mayor Tyndall announced the purpose of the work session is to further review the Heron Park proposal and concept site plan by Coastal Ventures Properties, LLC.

2. Discussion – Heron Park Proposal

Chairman Mr. Mike Wiley and member Ms. Sarah Hooper were present on behalf of the Town of Berlin Parks Commission. Mr. Wiley reported the commission has had several discussions regarding the proposed plans at Heron Park; he said the members feel that if any parcel should be sold it should be the portion of block buildings on the left side of the property. He said they believe it is in the best interest of the town to retain as much of the property as possible for future use and growth, adding they feel the park will be utilized more in the future.

Mr. Wiley continued by saying a priority should be finding a proper location for the skate park within Heron Park; he stated he met with Mr. Tony Weeg of We Heart Berlin to go over the area and agreed that parcel 410 would be best suited for the skate park. Vice President Burrell asked for clarification regarding which parcel the Parks Commission felt should be sold; Mr. Wiley answered parcel 57. Councilmember Orris thanked the Parks Commission for taking the time to discuss the topic at their recent meeting. Councilmember Knerr asked what the Commission would like to see developed at parcel 57; Mr. Wiley said the comments he has received are those in favor of the garden center concept.

In attendance at the meeting on behalf of the Town of Berlin Planning Commission were Chairman Chris Denny, Vice Chairman Matt Stoehr, and members Ron Cascio and Pete Cosby. Mr. Denny reported there was a consensus following the Commission's recent meeting on Wednesday, July 12, 2023, to stop and cease all sales to get a reassessment of the property value and conduct an updated environmental study. He continued by saying the Commission suggests

the town use the \$500,000 Demolition Grant to get rid of as much of the existing building and infrastructure as possible. Mr. Denny said Commission member Pete Cosby is very concerned about the proposed contract regarding potential environmental issues that may arise in the future with the property for which the town could be held liable; he said this is not fully addressed in the current contract.

Mr. Stoehr shared that he has concerns regarding what the town will do with the equipment that is in the building on the Heron Park site should it decide to sell the property. He added that he brought up the possibility of selling only parcel 57 and said the Planning Commission members agree the town should further investigate the parcel's value; he said the members feel the town is underselling.

Mr. Cascio said the Planning Commission believes the Mayor and Council should strongly consider the formation of a redevelopment committee made up of professionals who live or own property in town and have experience in handling the issues the town is facing to determine how to best make use of the property. In addition, Mr. Cascio said he believes the town should get rid of the parcel lines and evaluate the entire property. He asked why the Heron Park subcommittee did not want to include residential units as part of the new development; Mayor Tyndall explained that the subcommittee's thought process was based on public comment received at the time against residential use, however, he said they are open to reconsidering the option going forward.

Mr. Cascio asked if there was a reason Mr. Dhiru Thadani did not address the Heron Park project during his presentation following his visit to Berlin; he said Mr. Thadani was hired as a consultant to assist with updating the growth element of the town's comprehensive plan and questions why the topic was not mentioned during his final presentation. Mayor Tyndall said he would have loved to have heard Mr. Thadani talk more locally, adding the town still has a good relationship with him and can seek out his expertise.

Councilmember Green asked if there was a consensus among the Planning Commission as to the direction of pursuing the sale of parcel 57; Mr. Cascio said he felt they were under somewhat of an agreement that it may be one way to move the plan forward, however, he said he believes the town should entertain the idea of getting rid of the parcel lines throughout the entire property and start over again at the right sale price. Mr. Stoehr said he personally envisions that the parcel could best be utilized as an opportunity to add affordable housing for people to live and have an ownership stake in the town of Berlin; he added that the parcel could be used as a mixed-use property.

Councilmember Orris thanked the Planning Commission for reporting back to the Council; he asked to confirm his understanding that the Commission feels parcel 57 may be a possibility for sale at the right price and to be developed into a multi-use property. Mr. Stoehr said the group would like to see the property be developed for commercial and residential use.

Mr. Crosby said he would like to see a real effort to incorporate a YMCA on the site as he feels it would be a perfect complement to the town. Mayor Tyndall answered that the town explored

the idea in 2017, but said a decision was made not to pursue it. He explained that the town would have lost control over what would be put there as well as what the town would have had to agree to as part of its partnership with the YMCA. Vice President Burrell added that the town would have been required to fund the YMCA but would not have a say as to how the organization operated.

Vice President Burrell asked what areas of expertise should be considered as part of the proposed committee; Mr. Cascio said the town includes residents who are surveyors, planners, builders, developers, consultants, engineers, and lawyers which are all the backgrounds needed to pull off the type of project being discussed. He said the Planning Commission is about to revisit its Comprehensive Plan for the year and said there is a consensus on the Committee to work towards keeping Berlin a small town, adding he believes the group will not work toward accommodating physical expansion given that everything within the boundaries of the town becomes more valuable and important. Councilmember Green asked if the committee should include any elected officials; Mr. Cascio said he believes it should. Councilmember Green said he understands the Committee concept but is not in favor of starting everything all over. Mayor Tyndall said he believes there is an opportunity to move forward with parcel 57 and go back to the drawing board with the other parcels.

Mr. Crosby asked if there was any environmental liability on the project; Town Attorney David Gaskill said a Phase One and Phase Two Environmental Study was done on the parcels being sold and no environmental issues were indicated. Town Administrator Mary Bohlen added that due diligence, as required of the town, has been done to this point. She continued by saying that the assessments do not only include environmental studies, adding that nearly the same information has been reported each time the town has received findings of the studies; however, she clarified the assessments only concern parcels 57, 191, and 410. Mr. Crosby asked if the environmental liability would fall on the buyer should the town sell any portion of the property; Mr. Gaskill said he did not see why the town would maintain any environmental responsibility in the selling of the parcels.

Councilmember Green referenced an email the Council received from the property's previous owner, Mr. Troy Purnell. He shared that Mr. Purnell was taking exception to some of the concerns, adding that Mr. Purnell wrote when Berlin Properties bought the plant from Tyson there was a Phase One and Phase Two environmental study completed that received a non-culpable status which transferred to the town when the property changed hands.

Planning Director David Engelhart said that the Maryland Department of the Environment (MDE) is going to require lead and asbestos testing and remediation at the site before any demolition was to begin; he said the cost of the testing would be very expensive and it is important to determine who will be liable for it. He said the timeline is a concern as it relates to the grant monies the town received for demolition given that the funds must be expended by June 2024.

Mr. Stoehr asked if the \$500,000 is all part of the Community Block Development Grant [sic]; Ms. Bohlen clarified it is not under the Community Development Block Grant (CDBG), adding it is a different segment of Housing and Community Development for strategic demolition. Mr. Stoehr

asked if there was a chance the town may be awarded a secondary grant the following year to do the other portions of demolition not covered under the initial \$500,000 grant; Ms. Bohlen said that there is no guarantee that subsequent application(s) would be awarded. Mr. Stoehr said he does a lot of work with the Community Development Block Grant and there is currently a lot of funding available in Maryland; Ms. Bohlen acknowledged there are caveats to CDBG grants that the town does not currently qualify for on a town-wide basis. She said there are several different boxes that need to be checked to satisfy different requirements of the grant.

Mr. Stoehr asked if the town would be in a favorable position for other grant opportunities should it sell parcel 57 for development; Mayor Tyndall answered rule of thumb on grants is to be as shovel-ready as possible when a grant application is submitted. He said the ability to show progress was made and the way in which other funding is utilized helps to put the town in a much more favorable position for additional funding.

Mr. Wiley asked the Mayor and Council to view the addition of a skate park as a high priority when discussing the future plans for Heron Park.

Mr. Palmer Gillis and Mrs. Sandy Gillis were present at the meeting on behalf of Coastal Ventures Properties, LLC. Councilmember Orris asked if they would entertain the sale of only parcel 57; Mr. Gillis said yes, and confirmed he would be interested in a mixed-use property; however, he said he questioned which uses would be eliminated from the ideas listed in the Request for Proposal (RFP). He continued by reminding the Council that fifty percent of the land area would be excluded should they move forward with the sale of parcel 57 only. He acknowledged there is a concern over adding businesses that do not compete with downtown, but he said there must be an entity that generates income to pay off the investment.

Councilmember Knerr asked how Mr. Gillis would be affected should the property be reassessed at a commercial valuation; Mr. Gillis answered that it would be a problem, adding he would have to determine if it makes economic sense for him to go forward. He said he cannot go to lenders with speculative numbers. Councilmember Knerr acknowledged that there is a shared belief the town is selling too low. Mayor Tyndall asked what parcel 57 was last appraised at; Councilmember Orris confirmed it was appraised at a residential value of \$800,000. He continued by saying the appraisal report provides a breakdown analysis as to how the value was calculated; he said the property value for the parcels the town is looking to sell would equate to \$1.8 million using the same calculations. Mr. Gillis said no appraiser will be able to determine what the conditions of the property are below grade and said it is a factor the town needs to consider as it continues to discuss the future uses of the land.

Mayor Tyndall asked if the Council would be interested in moving forward to further explore the sale of only parcel 57. Councilmember Green acknowledged that the votes are not there to move forward with the proposed contract and suggested that a motion be made during the Regular Session meeting to abandon the contract and move forward. Mayor Tyndall clarified that he does not believe it needs to be abandoned entirely, adding that he feels it can be amended to narrow the focus of the sale to parcel 57.

Councilmember Knerr said he would be in favor of exploring the sale of parcel 57 but said he thinks the sale price will be a huge obstacle. He continued by saying he likes the idea of having a committee, however, he said he would put a timeline on the discussions. In the meantime, he said it is his recommendation to order a commercial evaluation update of the property. Councilmember Orris asked how long an update would take; Mr. Gillis said it can typically be completed in two to four weeks, adding there are several factors to be considered that would affect the update including zoning and environmental risk tolerance.

Councilmember Nichols said she is ready to get to a place where a decision can be made. She said to be fair to the town and to determine if the property estimates received to this point are valid and viable, she agreed that a commercial evaluation update should be done. Mr. Gillis clarified that the uses of the property must be determined should the property be appraised as a mixed-use property. He said the town must tell the appraiser what uses it will accept to get a fair, true, and honest valuation of the property.

After further discussion, Councilmember Orris proposed moving forward with getting an updated appraisal of parcel 57 as a B2 zone. Vice President Burrell shared that he does not understand what the rush is; he suggested that the town of Berlin utilize the demolition grant to demolish all it can. Ms. Bohlen clarified that in order to develop an RFP for demolition the town must determine if it wants to take down as much as it can with the grant money available or if it wants to take down a portion of the building included as part of Mr. Gillis's proposal. Mayor Tyndall said the town is ready to go in either direction, adding the purpose of the discussions has been to gauge what direction to take.

Councilmember Nichols said as time has progressed, she does not feel there is a true need to rush the project; she shared that she feels there is something they are missing and believes they should take the time to evaluate all options that have been discussed. Mayor Tyndall said he thinks they should rework the contract for parcel 57 and have it on the agenda for the next Mayor and Council meeting. Councilmember Orris asked to confirm if there was a decision made to move forward with an updated appraisal for the parcel; Mayor Tyndall said the best time to address that would be during the Regular Session meeting because it is an actionable item. Councilmember Green acknowledged that he would be in favor of reworking the contract because he wants it to be known to the developer and to the community that it would take parcels 191 and 410 off the table.

Councilmember Knerr said he thinks further discussion should be had about forming a committee; he said the property is very valuable land that the town will never get back should it decide to move forward with the sale. He acknowledged that the Council needs to determine what it really wants to do with the property.

Mayor Tyndall opened the meeting to Public Comment at approximately 7:45 p.m.

Resident Gina Velong of Intrepid Lane said she believes the condition of the existing building on the property has good bones. She said the notion that it must be taken down entirely to make

people happy is ridiculous. She echoed Councilmember Nichols's comment and asked that the Council slow the discussions down.

Resident Connie Pena of Powell Circle made a correction to her comment from the previous Work Session meeting on July 10, 2023; she admitted she misspoke when she stated there could be covenants attached to properties that would give preference to minorities. She clarified that the act would be illegal and apologized for her statement. She continued by suggesting that the proposed committee be expanded to a two-tier committee in hopes of incorporating more residents from the community.

Ms. Marie Velong of West Street said she does not understand the rush to come to a decision regarding the sale of the property. She asked if the Council considered repurposing the building to be the new Public Works facility, adding that she feels the use of the building is undervalued. She shared that she feels all discussions concerning the property should have been held in public.

Mr. Matt Stoeher of Purnell Crossing said he agrees with Councilmember Nichols that something is being missed. He shared that he feels it may be a potential liability nightmare should the town maintain the property and take on the demolition. He said he believes a mixed-use facility would create a good source of new revenue for the town.

Mr. Jack Burbage proposed the idea of coordinating a charrette to help further identify the project's pros and cons; he said there does not appear to be a clear direction regarding what is in the best interest of the town and thinks a charrette will assist in determining that. He continued by saying that Palmer Gillis is an excellent developer, but he does not want to see the town make a mistake. Mayor Tyndall asked Mr. Burbage how much a design charrette would cost; Mr. Burbage answered it had been eight years since he last did one, however, it said it cost roughly \$20,000 at that time.

Resident Ed Hammond of South Main Street emphasized that he believes the formation of a committee is a great way to move forward. He acknowledged that parameters would need to be determined, but he said a committee composed of people with professional qualifications or experience who are involved with residents in the community would be very valuable. He said he shares the frustration of Councilmember Nichols and Councilmember Green, adding he thinks it is time to step back and form a group of local experts who are willing to work and lend their experience to come up with a clean sheet plan that could be beneficial for the town.

Following no further comments from the public, Mayor Tyndall adjourned the work session at approximately 8:02 p.m.

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, July 24, 2023

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

Present: Mayor Zackery Tyndall, Vice President Dean Burrell, Councilmembers Steve Green, Jay Knerr, Jack Orris, and Shaneka Nichols.

Staff Present: Town Administrator Mary Bohlen, Finance Director Natalie Saleh, Electric Utility Director Tim Lawrence, Water Resources Director Jamey Latchum, Planning Director David Englehart, Public Works Director Jimmy Charles, Town Attorney David Gaskill, Human Resources Director Kelsey Jensen, Administrative Assistant Kate Daub, and Executive Administrative Assistant Sara Gorfinkel.

Staff Absent: Economic & Community Development Director Ivy Wells and Police Chief Arnold Downing

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 8:05 PM.

1. Consent Agenda:

A) Approval of Minutes for:

1. Work Session of 7.10.23
2. Regular Session of 7.10.23

On the motion of Councilmember Orris, second by Councilmember Nichols, the Consent Agenda was approved by the following vote:

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

2. Presentation: Worcester Youth & Family Counseling Services Annual Report

Executive Director Dr. Jennifer Leggour and Youth Programs Coordinator Leslie Dixon were present on behalf of Worcester Youth and Family Counseling Services. Dr. Leggour began by providing program highlights from the past year; she said the Youth Summer Camp is currently underway for students ages six through twelve. She emphasized that the camp is free to town residents and is an eight-week program that incorporates different types of enrichment activities and themes each week. She said the camp is held at Buckingham Presbyterian Church which she said is a large space that can accommodate all the students that participate in the program. Dr. Leggour said she is very proud to report the camp has been officially certified by the Maryland Department of Health; she clarified that the certification

means the program follows all rules and emergency procedures set forth by the State. Dr. Leggour continued by providing an overview of camp activities including field trips and other events that take place during the summer. Ms. Dixon added that all students receive school supplies at the completion of the program to help kickstart the new school year; she added that the Ocean City Jeep Club donated a large number of supplies, and its members volunteered their time to help the students pack their bags.

In addition to the summer camp, Dr. Leggour said the organization participates in several town events throughout the year in which they offer games and crafts to those who attend. During the holiday season, she said they receive donations from the community that allow them to put together a pre-packaged meal and other miscellaneous items for local families in need. Dr. Leggour thanked the Mayor and Council for their support as well as the funding the town provides to the youth program; she said it allows them to do a lot of meaningful things for the community.

Councilmember Nichols asked when the camp ends; Ms. Dixon answered the last day of camp is August 24, 2023. Councilmember Nichols asked if they accept late registrants for the program; Ms. Dixon said they are typically notified in advance if a child will be starting the program later. Councilmember Nichols suggested the organization look into the possibility of expanding their enrollment numbers given that there are not many options for students once summer school ends.

Mayor Tyndall thanked the organization for the service they provide to the community. Councilmember Orris said he enjoys seeing their report every year, adding he thinks the groups are slowly getting larger. Dr. Leggour commented that their numbers have increased since COVID-19. Councilmember Orris invited their organization to participate in the Peach Festival on Saturday, August 5, 2023. Vice President Burrell said he enjoys hearing how much the children enjoy the programs offered by the organization. Councilmember Green shared that he is proud the town of Berlin supports the organization's efforts and said it is a great partnership.

Councilmember Knerr asked how residents can help the organization with financial support; Dr. Leggour answered that they have the Annual Appeal for the entire organization which allows them to utilize funds as needed; she continued by saying there are other grant opportunities that can be tapped into to expand their resources. She confirmed that residents can also make individual donations that can be designated directly to the Berlin Youth Club.

3. Item(s) For Approval:

a) Special Event Application: Walnut Hill 20th Anniversary Block Party Celebration on Saturday, September 16, 2023, from 3:30 PM to 7:30 PM

Walnut Hill resident Lauren Williams attended the meeting to present the Walnut Hill Anniversary Special Event application. She explained the Walnut Hill Homeowner's Association (HOA) was established twenty years ago which prompted the community to organize a block party in celebration. Ms. Williams said the party is for current and previous property owners and their families, adding that they requested the street be closed in anticipation of the number of young children they are expecting as well as additional trash cans throughout the area; Public Works Director Jimmy Charles said it would not be a problem to provide additional cans. Councilmember Orris asked to ensure that Emergency Medical and Fire personnel can access the street should an incident occur.

On the motion of Councilmember Orris, second by Councilmember Nichols, the Special Event Application: Walnut Hill 20th Anniversary Block Party Celebration on Saturday, September 16, 2023, from 3:30 PM to 7:30 PM was approved by the following vote:

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

b) Special Event Permit Application: Empowering Children presented by Enlightening Women Event at Henry Park on Sunday, October 15, 2023, from 12 PM to 4 PM

Ms. Laneca Duggins was present on behalf of Enlightening Women. She explained that she started the nonprofit group to encourage women's empowerment and to help women come together. She said her purpose is to try and use her personal experience to educate the public about different resources and services that may be available for those who are struggling. Ms. Duggins continued by saying there would be vendors at the event to provide free resources and help women obtain the services they need. Vice President Burrell asked for more information about the type of vendors that would be participating in the event; Ms. Duggins said many women are not familiar with the services that may be available to help them, and the vendors would be providing that information. She confirmed the vendors would not be selling products or services, and emphasized the event is free to all.

On the motion of Vice President Burrell, second by Councilmember Orris, the Special Event Application: Empowering Children presented by Enlightening Women Event at Henry Park on Sunday, October 15, 2023, from 12 PM to 4 PM was approved by the following vote:

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

c) Motion 2023-23: Waive Business License Fees for Town-hired Contractors

Town Administrator Mary Bohlen said the motion is a follow-up to the ordinance passed a few months ago regarding charging outside contractors who do not have a physical location within the town for a business license. Ms. Bohlen acknowledged that the fee would be applicable to contractors hired to do work for the town according to the way the ordinance is written. She explained the proposed motion would provide the town with the ability to waive the fee in such cases when outside contractors are hired for town projects.

Vice President Burrell said he is not comfortable with the proposed motion; he said if the cost for a business license is going to be passed on to the public it should be handled the same way for the town. Mayor Tyndall argued that should the town cover the cost of a business license if a vendor wanted to do work for the town, the vendor would be able to use that license to do other business in town; he added that the town would have already paid that fee.

Councilmember Knerr asked how many vendors were currently on the approved contract list; Ms. Bohlen answered that she did not know the exact number but believed there were roughly a few dozen on the list. Ms. Bohlen clarified that the proposed motion would not require a contractor hired to do work for the town of Berlin to pay the business license fee because the expectation is that the contractor would simply pass that cost along to the town. She further explained that under the current ordinance, any contractor would need to apply for the business license and pay the \$150 fee regardless of whom they are working for. She added the proposed motion would exempt the contractor from the fee if they were hired to do work directly for the town but would require payment if they worked for other persons or entities within the Town.

On the motion of Councilmember Knerr, second by Councilmember Green, Motion 2023-23: Waive Business License Fees for Town-hired Contractors was approved by the following vote:

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

Councilmember Green asked how the business licenses were going; Planning Director David Engelhart said he had received several checks for licenses in the mail, adding that his department sent an email update to many of the contractors the town does business with. He said they have not received any complaints, adding that obtaining a license is common in the area.

d) Motion 2023-24: RFP 2023-24 RFP 2023-08 Geothermal Unit Bid Award

Public Works Director Jimmy Charles said they have been making more and more repairs of the existing unit over the past few years; he said he is requesting that they replace the entire geothermal unit that covers the Mayor's Office, the Mayor's Assistant's Office, and the Finance Director's Office in Town Hall.

Councilmember Knerr asked how big the unit was; Mr. Charles answered it was a four-ton unit. Councilmember Knerr asked about the unit's efficiency; Mr. Charles said he was not certain of the efficiency but confirmed that Bosch was the manufacturer of the unit. Councilmember Orris asked which line item of the budget the funds would be coming from to pay for the new unit; Mr. Charles said it would come from Building and Grounds. Finance Director Natalie Saleh clarified that the unit was not included as part of the adopted budget, adding that it was an emergency break that occurred in June.

On the motion of Councilmember Orris, second by Vice President Burrell, Motion 2023-24: RFP 2023-24 RFP 2023-08 Geothermal Unit Bid Award was approved by the following vote:

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

e) *(Placeholder)* Work Session Action Items Needing Approval by Mayor and Council

Councilmember Knerr asked if a motion needed to be made to abandon the current contract with Coastal Ventures Properties; Mayor Tyndall said he did not believe it would be a wise motion to make. He added that a motion should be made if the Council agreed to move forward with an updated appraisal of the property. Finance Director Natalie Saleh said the main factor to be looked at is what the town is trying to achieve by selling the lot, adding that the town will not cover the outstanding debt even if it were to sell all four parcels. Mayor Tyndall asked where the money would come from for a new appraisal; Ms. Saleh answered there were no funds budgeted for an appraisal.

Councilmember Knerr suggested that they continue talks with Palmer Gillis about the possibility of selling parcel 57, however, he added said the town needs to do its due diligence and move forward with an appraisal. Councilmember Orris agreed, adding he is of the opinion that they owe it to everyone involved to get the report. Councilmember Knerr revisited a comment made by resident Marie Velong during the Work Session and asked if the idea of incorporating a new Public Works building using the available space would be possible. Public Works Director Jimmy Charles answered he is unsure if there would be enough funding available to refurbish the building but said the decision would be up to the Mayor and Council. Councilmember Orris asked if Councilmember Knerr is suggesting using the \$400,000 already allocated in the budget for a new Public Work facility to assist in it; Councilmember Knerr confirmed.

Ms. Saleh asked what the benefits would be to have parcel 57 re-appraised; Councilmember Orris said the parcel is currently appraised as residential and it would be re-appraised as a mixed-use property. Ms. Bohlen added that the information would give the Council a position to begin talking more in-depth with Mr. Gillis. Councilmember Nichols stated that the Council needs to know what they are working with before they consider selling to a buyer proposing to rezone the property as commercial. Ms. Saleh said she feels the decision that the Council should consider making is how to advance the cost of the appraisal within the budget given that it is not a budgeted line item.

Councilmember Green said he is concerned about the timeline they are up against. He said he believes they have a general sense as to what the property will be appraised commercially, adding that he wants the Council to be productive and questions whether the votes are there to continue talks with Palmer Gillis. He continued by saying he is concerned the town would be spending money it does not have to move forward with an appraisal that may come back higher than the developer is

willing to pay. Councilmember Green shared that he is also concerned it is going to cost the town more money beyond the \$500,000 grant it was awarded to demo the property and said he does not know where the money would come from. Ms. Bohlen suggested that the town begin the demolition at the back of the plant and move forward rather than at the street; she said she does not see much of the building being able to be done in a reasonable amount of time which she said is her biggest concern for the time the town has available on the grant. She said she absolutely does not want to lose the money the town has been awarded, adding that the Department of Housing and Community Development does not like to promise or commit money to communities that end up not using it.

Councilmember Orris proposed the idea to develop a Request for Proposal based on Ms. Bohlen's suggestion and begin using the grant money; he said the window will still be available to allow them to continue discussions with Palmer Gillis if the group chooses to do so. Mayor Tyndall said he struggles with what the end result would be if they opt to do that; he said the building would still exist which is a big blemish entering a parcel of land that is designed to be a park or redeveloped. He added that the net change would not be anything positive. Water Resources Director Jamey Latchum reminded the Council that asbestos and lead paint were detected inside the building; he said that an environmental study of the material would have to be done before any demolition was to begin. Councilmember Green asked if they would lift the restrictions and uses of the property to get the maximum value of what the assessment is going to be so that an assessment can be done; Mayor Tyndall said they will have to write down each time they put another restriction on the intended use of the property.

After further discussion, Mayor Tyndall asked the Council if they wanted to move forward with an action item. Councilmember Orris made a motion to get an updated appraisal for parcel 57 not to exceed \$15,000. Councilmember Knerr asked where the funding would come from; Mayor Tyndall said it would have to come from reserves. Ms. Bohlen added that she does not expect the cost of the appraisal to be terribly expensive. Councilmember Orris asked to amend his motion to update the appraisal for parcel 57 not to exceed \$10,000.

On the motion of Councilmember Orris, second by Councilmember Kneer, motion to move forward with an appraisal for parcel 57 at Heron Park not to exceed \$10,000 was approved by the following vote:

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

Councilmember Nichols asked if they could begin the process with DBF Engineering to develop the Request for Proposal for demolition; Mayor Tyndall said he thinks it would be best to respectfully take their time on doing so, as there are a few meetings scheduled that would allow for more discussions concerning the path forward.

Before moving on to the next agenda item, Mayor Tyndall asked Town Attorney David Gaskill to share a statement drafted in conjunction with Berlin Fire Company Attorney Joe Moore following the negotiated contract between the Town of Berlin and the Berlin Fire Company and Emergency Medical Services. In summary, the statement noted that both parties negotiated the contract in good faith. He continued by saying the Mayor and Council are proud of the services that the Berlin Fire Company provides and are equally proud of the sacrifices that the members of the Berlin Fire Company provide to the citizens of Berlin. He closed his statement by reporting that any perceived comments about the contract negotiations between the parties that hold otherwise are not reflective of what occurred.

4. Berlin Fire Company Quarterly Report

President David Fitzgerald and Fire Chief RJ Rhode were present on behalf of the organization. Mr. Fitzgerald presented information about the Berlin Fire Company, including the busiest day and times of day for calls and revenue and expense budget highlights. He reported that the Fire Company has not yet received notification of the grant decision to which they applied for financial assistance. If awarded, Mr. Fitzgerald explained a portion of the funding would be used to purchase Self-Contained Breathing Apparatus Devices; he said he hopes to hear of a decision by October.

Councilmember Orris referred to the reports the Fire Company has submitted over the last year and a half. He asked to confirm that 60% of calls have been out of town and 40% are in town; Mr. Fitzgerald confirmed, adding that it has been the trend for the past ten years. Councilmember Orris asked if the \$350,000 the Fire Company has requested to remain sustainable were funds the town would provide; Mr. Fitzgerald answered yes and said it is what the study had substantiated. He continued by saying the \$350,000 includes \$200,000 for operating expenses and \$150,000 for capital expenses.

Councilmember Nichols emphasized that she thinks the Fire Company should strongly consider creating a calendar to help with fundraising; Mr. Fitzgerald acknowledged he did his research and will present the information he came up with during the next Work Session. Mayor Tyndall said he believes another fundraising option for the Fire Company could be participating in Town events including the farmer's markets to perform blood pressure checks and screenings. Mr. Fitzgerald said he does not have the manpower to assist in the events; Chief Rhode explained volunteerism is down drastically. Mayor Tyndall asked if the Fire Company had investigated associate membership options; Chief Rhode confirmed.

Mr. Fitzgerald made the Council aware that the Fire Company's annual donation letter went out in July, which allows community members to donate any amount they wish.

5. Berlin Fire Company EMS Quarterly Report

Mr. Fitzgerald continued to present information regarding the Berlin Fire Company Emergency Medical Services, including the busiest day and times of day for calls and revenue and expense budget highlights. Mayor Tyndall asked if the Fire Company could include the change in revenue from the previous year's quarter to the current year's quarter as part of their next presentation; Mr. Fitzgerald said yes, but he clarified that the numbers would not be accurate because the call value is up, and he can no longer access the old billing company records.

6. Reports: Town Administrator's Report, Departmental Reports

Ms. Bohlen congratulated Finance Director Natalie Saleh for recently graduating from the University of Baltimore's Schafer Center for Public Policy; she added that Human Resources Director Kelsey Jensen has enrolled in the program and has received a scholarship to attend. She made the Mayor and Council aware that she will be out of the office on vacation from August 3rd through 11th, 2023.

Administrative Assistant Kate Daub announced the National Night Out event will be held Tuesday, August 1, 2023, from 4 p.m. to 7 p.m. at Henry Park; she encouraged all to attend.

Water Resources Director Jamey Latchum reported that the Smart Water Meter Installation project is set to begin within the next four to six weeks. He said his department is drafting a Press Release that will go out to the public and will be working on other ways to effectively notify residents of what they can expect during the installation. Councilmember Green asked where residents could find their meters; Mr. Latchum said his crews would be putting a blue mark next to the meter to indicate its location. Councilmember Knerr asked if the new meters would alter a resident's water pressure; Mr. Latchum confirmed the pressure would not be altered.

Councilmember Knerr asked Ms. Bohlen to provide more information regarding the town-owned phone devices noted in her weekly report. Ms. Bohlen clarified the change will net the town some cost savings; she explained the changeover would give the town the ability to have access to an emergency network to avoid any problems with communication during large events. Mayor Tyndall said the town would receive government pricing as the network is through a federal contract with AT&T's First Net. He added that privacy questions have been a subject of concern and issuing town-owned devices will help alleviate any infringement on a person's privacy.

Vice President Burrell said the grass on the property of Jolley Funeral Home on Franklin Avenue was getting out of hand and asked Planning Director David Engelhart if anything could be done; Mr. Engelhart answered he would take a look.

Mr. Gaskill reported that the Open Meetings Compliance Board (OMCB) issued a decision regarding the complaint received concerning the Heron Park Request for Proposal and the town's subcommittee meetings; he said the decision found the town did not commit any violations of the Open Meetings Act, adding the decision can be found on page 98 of the OMCB opinion. Councilmember Green asked if there were any other open complaints filed; Mr. Gaskill reported there were none pending. Councilmember Green asked if town staff was working on any public information requests; Ms. Bohlen answered there were a few open requests, however, she said they are waiting for more feedback to determine how to move forward.

Councilmember Nichols thanked the Electric Utility Department for rectifying an isolated power outage that occurred during the week on Flower Street.

7. Comments from the Public

Resident Mary Hedlesky of Westminster Drive asked if there was a status on the budget line item for new Audio-Visual equipment in the Council Chambers. Mayor Tyndall said they hope to have the topic on an upcoming Mayor and Council meeting agenda as a discussion item within the next few weeks.

8. Comments from the Council

Vice President Burrell thanked Mayor Tyndall for delivering food to his house following the Lower Eastern Shore Mayor's Association dinner which he could not attend; he said the kindness was much appreciated.

Councilmember Orris asked for clarification regarding the charge on the Check Registry for the Grand Hotel in Ocean City on April 17, 2023; Ms. Bohlen said the room was reserved for the Police Association breakfast during the Maryland Municipal League conference. Councilmember Orris asked if it would be possible to include which line item in the budget the charges would be coming out of; Ms. Bohlen confirmed. Councilmember Orris asked if the ARPA funds in the budget could be put into the account and dedicated to the projects the funds will be used on; Mayor Tyndall said if they do not have the funds well assigned and are not making good progress on them by the next fiscal year budget, they will need to start looking at reallocating. Ms. Saleh emphasized they will have them allocated and assigned.

Councilmember Green asked how stormwater management has fared with drainage following the recent heavy rainfall. Mr. Latchum said other than a few spots that had minimal standing water he thought the town did well. Councilmember Green said he saw the Electric Department crews working outside in the heat and thanked them for their hard work.

9. Comments from the Mayor

Mayor Tyndall read a letter he drafted to the Worcester County Commissioner's Office regarding the Tattoo Advisory Committee; he said he would like to send the letter in the morning following approval of the Council.

On the motion of Vice President Burrell, second by Councilmember Nichols, motion to approve the letter to the Worcester County Commissioners Office regarding the Tattoo Advisory Committee was approved by the following vote:

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

Mayor Tyndall thanked Public Work Director Jimmy Charles for the comprehensive list he sent about vegetation management. He made the Council aware that he will be announcing the theme for this year's Christmas Parade on Tuesday, July 25, 2023.

10. Comments from the Press – none.

11. Adjournment:

On the motion of Vice President Burrell, second by Councilmember Nichols, the Mayor and Council meeting was adjourned at approximately 10:03 PM.

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

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant

August 3, 2023

The Honorable Zack Tyndall
Mayor
Town of Berlin
10 William St.
Berlin, MD 21811

Dear Mayor Tyndall,

Please find below the: **PROPOSAL FOR THE TOWN OF BERLIN - STRATEGIC PLANNING**, which we have discussed.

THE PROJECT:

The Business, Economic, and Community Outreach Network (BEACON) of the Franklin P. Perdue School of Business at Salisbury University will work with the Mayor and Council of Berlin Maryland (CLIENT) develop a strategic for the Town, focused on Projects and Goals.

The Project will be completed in three phases. At the conclusion of each phase, BEACON and the Client will meet to discuss the results, determine if the anticipated next steps are appropriate, adjust activities as necessary, then continue if agreed.

SCOPE OF WORK – Phase one, and Anticipate phases two and three

BEACON will:

- 1) Meet with the CLIENT leadership team to develop broad goals for the plan;
- 2) Develop initial survey for citizens of Berlin to be distributed by the CLIENT to understand their views on the Town's Strengths, Weakness, Opportunities and Threats;
- 3) Collect information from Town elected officials and department leaders to assess the Strengths, Weaknesses, Opportunities, and Threats of the organization;
- 4) Develop stakeholder surveys to be distributed by the CLIENT to various stakeholder groups for input;
- 5) Conduct telephone interviews with the elected officials to gather thoughts on goals and concerns;
- 6) Summarize data collected, prepare report, present report to officials, and prepare for Phase 2.

Phase 2

- 7) Work with the Client to develop a list of key constituent stakeholders and conduct a constituent listening session in Berlin with a limited target group of representative stakeholders.
- 8) Work with Mayor to develop a sub-group composed of elected officials, key department leaders, and key constituent group representatives to focus on the strategic plan;

- 9) Facilitate a half-day strategic planning retreat (1 of 2 retreats) for a targeted group of officials and constituents, location TBD;
- 10) Analyze the findings of the retreat;
- 11) Prepare a PowerPoint of findings and prepare for Phase 3.

Phase 3

- 12) Reconvene group of officials and constituents for the second half-day strategic planning retreat (2 of 2 retreats), location TBD;
- 13) Review previous retreat materials and findings;
- 14) Develop a complete strategic action plan of projects and initiatives for the Town based on the findings from the initial retreat;
- 15) Present report to officials, if requested, present to an open town session
- 16) Provide follow-up assistance during the after-care period to incorporate follow-up committee work after the retreat and assist with tracking progress.

The CLIENT will:

- 1) Share all relevant data and information with the BEACON team, including past strategic plans and other relevant materials.

DELIVERABLES

The deliverables for this study will be a report containing the findings from the scope of work items listed above. Members of the BEACON team will be available for two presentations at the conclusion of the study. In addition, there is a period of 6 months aftercare which includes a total of 12 hours of follow-up work as requested or additional presentations (including travel time). Any engagement exceeding 12 hours will be billable at \$250 per hour or portion thereof (travel time will be billable at \$75 per hour or portion thereof).

TIMELINE, PROJECT FEES, AND PAYMENT SCHEDULE

BEACON project fees for all phases of this study would ordinarily be \$40,000 plus the University's 15% Administration and Finance (A & F) fee (\$6,000). However, in return for co-ownership of the study results, and for the purposes of using this study as an experiential learning opportunity for graduate students at the Franklin P. Perdue School of Business, BEACON will reduce its project fees by 39% for a final cost for each stage of \$9,300 inclusive of the University A & F fee. The reduced fee will be payable to BEACON at the completion of each Phase. The study will commence on or about September 1, 2023 and will conclude by May 31, 2024, unless changes to the timeline are mutually agreed upon by BEACON and the CLIENT.

Catering expenses for food provided during the retreat, if provided by BEACON, will be invoiced separately based on the actual number of participants.

PROJECT CONTACTS

For BEACON, John Hickman will be the project contact person. For the CLIENT, Mayor Zack Tyndall will be the contact person.

SPECIAL CONDITIONS

BEACON has a dual mission of community outreach and experiential learning. To fulfill the experiential learning component of its mission, BEACON conducts all project work using teams of graduate and undergraduate students under faculty supervision. While the BEACON team assigned to this project will make every effort to meet all project deadlines and project requirements, minor delays and occasional minor errors in the initial drafts of the project report are possible. In addition, the client also agrees to participate in an on-campus engagement at the Franklin P. Perdue School of Business as part of the School's experiential learning initiative. This engagement will be scheduled on a mutually beneficial date and may involve, but is not limited to, judging case competitions, panel speaking, or classroom guest speaking. Finally, as part of this reduced fee BEACON will be granted permission by the CLIENT for the use of a summary of this project in BEACON's promotional activities. The text of this summary will be approved by the CLIENT prior to promotional use by BEACON.

VALIDITY AND APPROVALS:

If this proposal is accepted, a memorandum of understanding will have to be executed by the duly authorized decision makers of the CLIENT and Salisbury University, including Mr. John Hickman (Director) for BEACON and Dr. Laurie Couch (Provost and Senior Vice President of Academic Affairs) for Salisbury University.

AUTHORIZED SIGNATURES:

For the CLIENT:

Name: _____
Title: _____
Date: _____

FEIN: _____ Billing Address: _____

For BEACON:

John Hickman
Director
Date: _____

For SALISBURY UNIVERSITY:

Dr. Laurie Couch,
Provost and Senior Vice President of Academic Affairs
Date: _____



MOTION OF THE MAYOR AND COUNCIL 2023-31

A motion of the Mayor and Council of the Town of Berlin to APPROVE THE PROPOSED STRATEGIC PLAN DEVELOPED BY THE BUSINESS, ECONOMIC, AND COMMUNITY OUTREACH NETWORK (BEACON) OF THE FRANKLIN P. PERDUE SCHOOL OF BUSINESS AT SALISBURY UNIVERSITY in the amount of \$9,300.

The Business, Economic, and Community Outreach Network (BEACON) of the Franklin P. Perdue School of Business at Salisbury University will work with the Mayor and Council of Berlin Maryland to develop a strategic plan for the Town, focused on Projects and Goals.

The Project will be completed in three phases. At the conclusion of each phase, BEACON and the Town of Berlin will meet to discuss the results, determine if the anticipated next steps are appropriate, adjust activities as necessary, and then continue if agreed.

APPROVED THIS ____ DAY OF _____, 2023 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr. Vice President of the Council

Approved this ____ day of _____, 2023 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2023-32

A motion of the Mayor and Council of the Town of Berlin APPROVING THE SPECIAL EVENT APPLICATION – TAYLOR HOUSE MUSEUM FOR SUNDAY EVENINGS AT THE MUSEUM ON SUNDAY, SEPTEMBER 24, 2023, FROM 6 PM TO 7:30 PM.

The Town has been requested to provide 3 porta-potties (2 standard, 1 accessible) to be placed in the alley on Pitts Street for the event.

APPROVED THIS ____ DAY OF _____, 2023 BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Dr. Vice President of the Council

APPROVED THIS ____ DAY OF _____, 2023 by the Mayor of the Town of Berlin.

Zack Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



SPECIAL EVENT APPLICATION



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:		Event Start time:	Road Closure Start:
Requested Date(s) of the event:		End time:	End:
Name of Event:		*Location of Event:	
Estimated number of attendees:		*If activity is in a Town park, a Parks Reservation form must be complete.	
Applicant Name:		Applicant Cell Phone:	
Sponsoring Organization or Business Name:		Email:	
Person(s) to Contact Day of Event:	Name: _____, Cell # _____		
	Name: _____, Cell # _____		
Description of event:			
If fundraiser, please indicate the beneficiary:			
How many and what types of vendors (ex. Food, craft, art, kids activity, etc.):			
Will there be live music or a DJ? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, what type of music			
What is your plan for the following:			
<u>Marketing/Advertising:</u>			
<u>Parking/Shuttle:</u>			
<u>Inclement weather:</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>M. Lisa Reed</u>		Date:	
Printed Name: _____			

DETAILS OF EVENT:**Shaded areas for office use only**

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

Electric	Note: The Electric Department will assist with completion of Service Form.		
Will there be vendors or activities requiring access to electricity?	<input type="checkbox"/> Yes <input 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 type="checkbox"/> No	If yes, Request to Hang Banner form needed. Banner Form submitted? <input type="checkbox"/>	

Other Items/Services:		If applicable, items listed are in addition to those normally in place.				
Trash cans	<input type="checkbox"/> Yes <input type="checkbox"/> No	# Required <input type="text"/>	Trash cans to be placed: <input type="text"/> Time/date			
Picnic Tables	<input type="checkbox"/> Yes <input type="checkbox"/> No	# Required <input type="text"/> Maximum: 5	To be placed: <input type="text"/> Time/date			
Stage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Location must be marked on map.	Stage to be placed: <input type="text"/> Time/date Extensions needed: <input type="checkbox"/>			
Temporary Fencing	<input type="checkbox"/> Yes <input type="checkbox"/> No	Location must be marked on map.	Fencing to be placed: <input type="text"/> Time/date <input type="checkbox"/>			
Porta-potties	<input type="checkbox"/> Yes <input type="checkbox"/> No	# Standard <u>2</u> # Accessible <u>1</u>	Porta-potties will be placed in the alley on Pitts Street: <input type="text"/> Time/date			
Signs: Other than banners or parking	<input type="checkbox"/> Yes <input type="checkbox"/> No	Informational signs during the event not applicable.	Sign Permit may be required. Planning Office review <input type="text"/> 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 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.



**BOARD OF LICENSE COMMISSIONERS
FOR WORCESTER COUNTY**

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR
WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET – ROOM 1201
SNOW HILL, MARYLAND 21863
PHONE: 410-632-1908, EXTENSION 1120
Email: apayne@co.worcester.md.us

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

**TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS UNDER THE PROVISIONS OF THE
MARYLAND ALCOHOLIC BEVERAGES ARTICLE**

Date of Application: August 22, 2023

Name of Applicant: Taylor House

Museum _____

Address of Applicant: 208 North Main Street Berlin Md

21811 _____

Telephone: 410-641-1019

Email: info@taylorhousemuseum.org

Location for which Permit is sought: Taylor House Museum 208 North Main Street Berlin

MD _____

Hours Requested: _____ 6pm-

7:30pm _____ Election District No.:

Convention or Group for which Permit sought: Taylor House

Museum _____

Date for which Permit sought: September 24th

2023_____ If within incorporated

town, has the Mayor & Council approved issuance of Permit? _____

() Beer: \$100 per day (x) Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day APPROVAL MAYOR & CITY

COUNCIL SIGNATURE OF APPLICANT

Melissa Reid

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)

Revised November 2016

Page 2 of TWO

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

1. May purchase beer & wine from a licensed MARYLAND WHOLESALER or a licensed MARYLAND RETAILER and liquor from a licensed MARYLAND RETAILER.
2. No other person or entity, including licensed retailers and/or distributors, and/or breweries, and/or manufacturers may bring ANY alcoholic beverages on the premises.
3. Only the beer, wine and liquor that the organization has purchased from licensed MARYLAND WHOLESALERS or licensed MARYLAND RETAILERS is permitted on the premises—PERIOD. This is written in the State law and the Maryland Comptroller's rules and regulations (which carry the same weight as law). No person can make exceptions to these laws. Only the Maryland legislature can change the law.

As the applicant for the foregoing APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT; I certify that I have read the foregoing guidelines and agree to abide by them; and that I understand that a violation of these rules and laws could result in a fine up to \$4,000.00 levied against the organization named in the application, and that any future applications on behalf of this group may be denied.

PRINTED NAME OF APPLICANT Melissa Reid

SIGNATURE OF APPLICANT DATE August 22, 2023 *Melissa Reid*

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)

Revised November 2016



MOTION OF THE MAYOR AND COUNCIL 2023-33

A motion of the Mayor and Council of the Town of Berlin to APPROVE THE FOLLOWING NOMINATIONS TO THE TOWN OF BERLIN'S BOARDS, COMMISSIONS, AND COMMITTEES:

Parks Commission

- Patricia Dufendach, Reappointment, 2-Year Term
- Kristin Gerhart, New Appointment, 3-Year Term
- Sarah Hooper, Reappointment, 1-Year Term
- Laura Stearns, Reappointment, 2-Year Term
- Mike Wiley, Reappointment, 1-Year Term

Historic District Commission

- Carol Rose, Reappointment, 3-Year Term
- Laura Stearns, Reappointment, 3-Year Term

Arts and Entertainment Advisory Board

- Natalie Blanton, New Appointment, 2-Year Term
- Nikki Lowry, New Appointment, 2-Year Term
- Angie Rivera Mace, New Appointment, 2-Year Term
- Eric Mace, New Appointment, 2-Year Term

Planning and Zoning

- Erich Pfeffer, New Appointment, 5-Year Term
- Steve Scheiber, New Appointment, Alternate, 5-Year Term

Board of Zoning Appeals

- Jennie Allen, New Appointment, 3-Year Term

Housing Board of Review

- Tony Weeg, New Appointment, 3-Year Term

APPROVED THIS _____ DAY OF _____, 2022 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING AND _____ ABSENT.

Dean Burrell, Sr. Vice President of the Council

Approved this _____ day of _____, 2022 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



TOWN OF BERLIN, MARYLAND
Office of the Mayor
August 23, 2023

Councilmembers Burrell, Knerr, Nichols, Orris, and Green:

As Mayor, I am honored to make the following nominations to the Town of Berlin's Boards, Commissions, and Committees:

Parks Commission

- **Patricia Dufendach, Reappointment, 2 Year Term**
Reappointment to the Parks Commission. Experience serving on the commission with a passion for our parks, Calvin B. Taylor House, and other community activities.
- **Kristin Gerhart, New Appointment, 3 Year Term**
Active users of town parks with an interest in increasing recreational activities for the Town.
- **Sarah Hooper, Reappointment, 1 Year Term**
Reappointment to the Parks Commission. Experience serving on the commission with a passion for our parks, family history and connection to Stephen Decatur Park.
- **Laura Stearns, Reappointment, 2 Year Term**
Reappointment to the Parks Commission. Experience serving on the commission with a passion for our parks.
- **Mike Wiley, Reappointment, 1 Year Term**
Reappointment to the Parks Commission. Experience serving as the Chairman on the commission with a passion for our parks and community.

Historic District Commission

- **Carol Rose, Reappointment, 3 Year Term**
Past Chair of the Historic District Commission with a rich knowledge and passion for the preservation of town history and background in public service.
- **Laura Stearns, Reappointment, 3 Year Term**
Resides in the historic district on South Mian Street and manages the Atlantic Hotel in the Historic District; knowledge and passion for preserving local history and architecture.

Arts and Entertainment Advisory Board

- **Natalie Blanton, New Appointment, 2 Year Term**
Natalie owns a Berlin-based business, Honey Water Candles, and is a Landscape Artist with a degree in art.

- **Nikki Lowry, New Appointment, 2 Year Term**
Town resident with a wealth of knowledge and experience working on the Sundance Film Festival, National Geographic, and Park City School Board.
- **Angie Rivera Mace, New Appointment, 2 Year Term**
Town resident with a degree from NYU. She works (with her husband, Eric) in the entertainment/music industry.
- **Eric Mace, New Appointment, 2 Year Term**
Town resident with a degree from NYU. He works (with his wife, Angie) in the music/entertainment industry.

Planning and Zoning

- **Erich Pfeffer, New Appointment, 5 Year Term**
Town resident with a degree in architecture. He has experience in design and planning with a passion for contributing to his “new hometown.”
- **Steve Scheiber, New Appointment, Alternate, 5 Year Term**
Town resident with a background in construction and knowledge of planning and zoning processes with an interest in serving his community.

Board of Zoning Appeals

- **Jennie Allen, New Appointment, 3 Year Term**
Town resident with a passion for serving her community. She has a master's degree in quality and process management and a strong understanding of local neighborhoods within Berlin.

Housing Board of Review

- **Tony Weeg, New Appointment, 3 Year Term**
Town resident and founder of local non-profit We Heart Berlin. He is active within the community with a passion for preserving the integrity of our neighborhoods. The Housing Board of Review serves as a place where community members may appeal to the enforcement of the Planning Department and requires its members to have a strong understanding of the Town Charter, Code, and Ordinances.

Please let me know if you have any questions regarding my nominations. I respectfully request your support in appointing the above member(s) during the Mayor and Council Meeting on Monday, August 28, 2023

Respectfully,

Mayor Zack

Zack Tyndall, Mayor

CC: Mary Bohlen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2023-34

A motion of the Mayor and Council of the Town of Berlin to APPROVE THE CONTRACT WITH AT&T FIRSTNET. THE CONTRACT WILL PROVIDE THE TOWN OF BERLIN WITH VARIOUS MOBILE EQUIPMENT FOR USE BY TOWN PERSONNEL FOR TOWN EMERGENCY AND OTHER BUSINESS PURPOSES as further described in the attached, including Cellular Devices (smart phones), Mobile Hotspot devices, Vocality Interoperability Box, and Radios.

APPROVED THIS ____ DAY OF _____, 2023 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr. Vice President of the Council

Approved this ____ day of _____, 2023 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



MEMO

TO: Council

FROM: Mayor

MEETING DATE: Wednesday, August 23, 2023

SUBJECT: AT&T - FirstNet

SUMMARY

The Town of Berlin has received an increased number of Freedom of Information Act (FOIA) requests over the past couple of months. Some of these requests are for the personal cell phone records of our employees. In an effort to protect our employee's privacy and increase the availability of public information, the Mayor, Town Administrator, and Department Heads have evaluated transitioning to town-owned devices.

During the Summer Maryland Municipal League (MML) Conference, the Mayor met with AT&T FirstNet staff to determine their capabilities and whether or not they would be a fit for the Town of Berlin. AT&T FirstNet is a communication network built for first responders and critical infrastructure personnel. It provides backups to stay connected during planned events and in emergency situations. Over the past several months, the Town of Berlin, in conjunction with our Department Heads, evaluated several FirstNet devices designed to bolster our communication and emergency preparedness.

Additionally, the devices that Town Staff have agreed upon include push-to-talk capabilities that can integrate with the Worcester County Emergency Services county-wide radio system. The integration of push-to-talk capabilities will increase the Town of Berlin's emergency preparedness, increase communication within our operational departments, and allow our staff to communicate with mutual aid agencies during disasters.

FINANCIAL IMPACT

The following figures are estimates, allowing a margin of error of \$500.00.

The Town of Berlin currently and historically has budgeted \$50.00 per month for each employee to reimburse cell phone expenditures on private devices for town business. Using the Federal and State contracts open to municipalities with AT&T FirstNet, the Town of Berlin is able to acquire Sonim XP10 devices for \$0.99 per device. Within the adopted FY2024 budget,

the Town of Berlin is reimbursing seventy-two (72) employees for town business on private devices. With the assistance of each Department Head, we anticipate acquiring sixty-two (62) town-owned devices with AT&T FirstNet. Of the sixty-two (62) devices, fifty-four (54) will be equipped with push-to-talk capabilities.

Using the figures stated above, the Town of Berlin anticipates a net savings of \$5,600 per year across all funds. However, to increase the Town of Berlin's emergency preparedness and interoperability with Worcester County Emergency Services, there will be an additional one-time cost to acquire a Vocality Interoperability Box that will join the push-to-talk feature of the Sonim XP10 with the county-wide radio system. The cost of the Vocality Interoperability Box is \$3,500 (Vocality box, connection cable, and power source). The additional cost of the Vocality Interoperability Box would eliminate the need for the Town of Berlin to acquire radios for each employee, which were projected to cost \$6,230.66 each in February of 2023, producing an additional savings of \$398,762.24.

The recommendation would also include the acquisition of ten (10) SD7 devices that would integrate with the Town of Berlin Sonim XP10 devices for use during special events or town-wide emergencies. The devices would come in a charging case and be stored at Town Hall for deployment as needed.

OPTIONS FOR CONSIDERATION

Option 1:

- Continue reimbursing all employees for town use of personal devices at the rate of \$50.00 per month.

Option 2:

- Move forward with AT&T FirstNet to acquire sixty-two Sonim XP10 devices (62) devices at a cost of \$0.99 per device, with fifty-four (54) will be equipped with push-to-talk capabilities. This option would not require any additional funding and produce a potential savings of \$6,151.32 per year across all funds. However, it would not include the cost of the Vocality Interoperability Box, which is a required component of the interoperability with Worcester County Emergency Services. This option would also not include the purchase of ten (10) SD7 devices that would integrate with the Town of Berlin Sonim XP10 devices for use during special events or town-wide emergencies.

Option 3:

- Move forward with AT&T FirstNet to acquire sixty-two Sonim XP10 devices (6) devices at a cost of \$0.99 per device, with fifty-four (54) will be equipped with push-to-talk capabilities. This option would not require any additional funding and produce a potential savings of \$6,151.32 per year across all funds.
- Acquire the Vocality Interoperability Box (\$3,500), which is a required component of the interoperability with Worcester County Emergency Services, allowing our departments to communicate with outside agencies during disasters and large-scale events.
- Purchase ten (10) SD7 devices (one-time cost of \$9.90 for the devices and \$100 per month for the service) that would integrate with the Town of Berlin Sonim XP10 devices and Worcester County Emergency Services for use during special events, town-wide emergencies, and large-scale events.

RECOMMENDATION

The recommendation is to move forward with Option 3, which accomplishes the goal of protecting our employee's right to privacy as well as increasing access to public information. Additionally, it increases the Town of Berlin's emergency preparedness, increases communication within our operational departments, and allows our staff to communicate with mutual aid agencies during disasters.

The nominal upfront cost of equipment provides our residents with better responsiveness and access to vital services during emergencies and saves the Town of Berlin nearly \$400,000 in future equipment costs to accomplish the same result.

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: STATE OF MARYLAND

This Participating Addendum (the "PA") is made this 25th day of February, 2021 (the "PA Effective Date"), between the State of Maryland Department of Information Technology, by and for the Purchasing Entity ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates all State agencies and departments and, for purposes of IT or telecommunications procurements, Other Public Governmental Entities as authorized Purchasing Entities under this Participating Addendum. All such purchases by Other Public Governmental Entities:

- Shall constitute contracts between the Contractor and the corresponding Purchasing Entity;
- Shall not constitute purchases by the Participating Entity under the Agreement; and
- May be subject to other terms and conditions agreed to by the Contractor and the Purchasing Entity.

If Participating Entity is acting as procurement agent for another State agency/Purchasing Entity, then Participating Entity is not the corresponding Purchasing Entity. Instead, the State agency is the party in interest under the PA and will be identified on the Purchase Order. For such contracts, all rights and liabilities of Participating Entity pursuant to the Purchase Order and applicable law shall be the rights and liabilities of the Purchasing Entity, which Participating Entity may exercise as agent, and for which Participating Entity shall have no liability to the Contractor pursuant to the PA.

Other Public Governmental Agencies includes all public governmental entities within the State of Maryland including local agencies, municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the

corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Cheryl Howard-Bond
Title: Procurement Officer II
Address: 45 Calvert Street, 2nd Floor
Annapolis, Maryland 21401-1994
Telephone: 410-697-9665
Fax Number:
E-Mail: Cheryl.Howard-Bond@maryland.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Dan Riska
Title: Client Solutions Executive
Address: 7125 Columbia Gateway Drive
Columbia, MD 21046
Telephone: (410) 739-2095
Fax Number:
E-Mail: dr8356@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

7.2 K-12 Program. The Parties acknowledge and agree that K-12 Students may participate in the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Custom FirstNet Mobile Plans – Agency Paid. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §10 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10. and the applicable Sales Information, this §10. will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term “MSC” in the tables below means “Monthly Service Charge.”

**TABLE 10.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99 MSC	\$25.99 MSC	\$41.00 MSC	\$227.00 MSC	\$412.00 MSC	\$1,917.00 MSC	\$3,682.00 MSC
For use with a subsidized device	\$35.99 MSC	\$45.99 MSC	\$61.00 MSC	\$247.00 MSC	\$432.00 MSC	\$1,937.00 MSC	\$3,702.00 MSC

**TABLE 10.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line For use with an unsubsidized device	\$10.99 MSC
Add-a-Line For use with a subsidized device	\$22.99 MSC

**TABLE 10.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$12.00 MSC	\$15.99 MSC	\$22.99 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC
For use with a subsidized device	\$22.00 MSC	\$25.99 MSC	\$32.99 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

**TABLE 10.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$36.99

**TABLE 10.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 MSC
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 MSC

**TABLE 10.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
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**TABLE 10.7
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	1MB	2MB	5MB	10MB	50MB
Monthly Service Charge	\$4.15	\$4.75	\$5.80	\$6.80	\$12.40

**TABLE 10.8
CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN**

FirstNet Machine-to-Machine Backup Plan 20MB	\$24.75 MSC
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Section 11. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §11 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §10 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile

Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 11.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$25.99	\$41.00	\$10.99	\$15.99	\$22.99

TABLE 11.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$36.99

Section 12. Custom Offers. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §12 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the recurring credits described in §12.1 herein (the “Recurring Credits”); and (b) the custom pooled Plans described in §12.4 herein (the “Custom Pooled Plans”); (the Recurring Credits, and the Custom Pooled Plans are, at times, referred to together herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §12 and the applicable Sales Information, this §12 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participating Entity's account is active and in good standing with respect to the applicable CRU.

12.1 Recurring Credits. Recurring Credits are provided each month and are only available to the Participating Entity's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

TABLE 12.1
RECURRING CREDITS

PLAN OR FEATURE	RECURRING CREDITS (Per Month)
Unlimited SMS Feature with an MSC of \$15.00 when activated with a Voice Service Plan with an MSC of \$12.99 or higher	\$15.00
5GB Pooled Data Add ON Plan when combined with a GOV Pooled plan with an MSC of \$39.00 or higher	\$8.34
EPTT Feature Add On for Flat Rate Plans	\$9.99
Business Telemetry Connect 2MB Pooled Plan with an MSC of \$11.99 when combined with ActSoft Comet Tracker with an MCS of \$21.00	\$3.99

DataConnect Unlimited Plan for Smartphones with an MSC of \$45.00 when combined with a Voice Service Plan with of MSC of \$12.99 or higher	\$8.80
DataConnect Unlimited Plan for Laptops and Aircards	\$8.53
GSA Unlimited Tethering when combined with National Flat Rate Plan	\$15.47
GSA Unlimited Tethering when combined with GOV Pooled Plans	\$16.67
Comet Tracker with an MSC of \$21.00 when combined with Business Telemetry Connect Pooled 2MB Plan with an MSC of \$11.99	\$4.00
Messaging Basic Access when combined with Unlimited Text Messaging and a Voice Plan with an MSC of \$12.99 or higher.	\$3.00
GOVP Add-A-Line Plan when combined with 5GB Business Pooling Plan or Tethering Data Add On Plan	\$6.25
Messaging Bundle 1000 with a MSC of \$10.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$5.00
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$10.00

12.2 Custom Pooled Plans. Contractor will provide the Custom Pooled Voice Only Plans described in Table 12.2.1, and the Custom Pooled Integrated Plans with Tethering described in Table 12.2.2. The following applies to the Custom Pooled Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information.

**TABLE 12.2.1
CUSTOM POOLED VOICE ONLY PLANS**

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan	Unlimited Voice Plan
Monthly Service Charge	\$15.99	\$29.25	\$33.00	\$39.75	\$52.50	\$69.99
Anytime Minutes	N/A	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included
Monthly Service Charge	N/A	N/A	N/A	N/A	N/A	N/A

Discount						
Rollover Minutes	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	N/A	N/A	N/A	N/A	N/A	N/A
Unlimited Text	N/A	Yes	Yes	Yes	Yes	Yes

**TABLE 12.2.2
CUSTOM POOLED INTEGRATED PLANS WITH TETHERING**

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan	Unlimited Voice Plan
Monthly Service Charge	\$35.99	\$46.88	\$50.63	\$57.38	\$70.13	\$44.99
Anytime Minutes	N/A	300	400	600	1000	Unlimited
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Data Usage Tethering Cap	N/A	10GB	10GB	10GB	10GB	10GB
Unlimited Text	N/A	Included	Included	Included	Included	Included

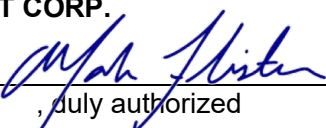
Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).

Section 13. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 14. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

By: 
_____, duly authorized

Name: Mark Flister

Title: Sr. Contract Manager

Date: 01/27/2021

STATE OF MARYLAND

By: 
_____, duly authorized

Name: Robert E. Gleason

Title: Chief Procurement Officer

Date: March 2, 2021

EXHIBIT A K-12 PROGRAM

- 1. K-12 Student Participation in Program.** Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students to participate in the Agreement as CRUs. Under the PA, the term "K-12 Student" means an individual currently enrolled as a full-time student within grades K-12 at the Participating Entity's qualified educational institution within Participating Entity's State, District or other applicable jurisdiction. K-12 Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.
- 2. Invoicing.** Consolidated invoicing is the only invoicing option available with respect to K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 Students.
- 3. Internet Safety Policy.** Each Participating Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.
- 4. Consents and Notices.**

 - 4.1 Parental Consents.** Each Participating Entity hereunder is responsible for obtaining from each K-12 Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 Student.
 - 4.2 Additional Notices.**

 - 4.2.1 Notices Regarding Service and Equipment.** Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Participating Entity will also provide to the legal guardian of each such K-12 Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.
 - 4.2.2 Notices Regarding Location-Based Services.** Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that (a) the Equipment used by such K-12 Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by K-12 Students to be tracked. In the event a Participating Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Participating Entity will provide clear and conspicuous notice to the legal guardian of such K-12 Student. Participating Entities will also ensure that their K-12 Students are not able to download such tracking applications themselves.
- 5. E-Rate Funding.** If a Participating Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Participating Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Participating Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Participating Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

EXHIBIT B

STATE OF MARYLAND TERMS AND CONDITIONS

1. INCORPORATION BY REFERENCE:

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

4. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

5. REGISTRATION:

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

6. EPA COMPLIANCE:

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

7. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

8. DISPUTES: NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

In accordance with COMAR 21.10.02.02 the Department will not accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

9. PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

10. PRE-EXISTING REGULATIONS:

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

11. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement.

12. [RESERVED]

13. DRUG AND ALCOHOL FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

14. CHANGES: WORK ORDERS:

Changes: The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs); In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement

Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, "work" means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

Miscellaneous: In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a "Work Order"). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a "change order," does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State's terms (including a promise to pay the Contractor a "not to exceed" ("NTE") amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

15. BID / PROPOSAL AFFIDAVIT:

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

16. CONTRACT AFFIDAVIT:

The successful Bidder or offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

17. RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.



MOTION OF THE MAYOR AND COUNCIL 2023-35

A motion of the Mayor and Council of the Town of Berlin to APPROVE THE CONTRACT WITH REDSPEED for the provision and installation of a SPEED MONITORING SYSTEM AND TRAFFIC LAW ENFORCEMENT SYSTEM.

APPROVED THIS ____ DAY OF _____, 2022 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr. Vice President of the Council

Approved this ____ day of _____, 2022 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



**AGREEMENT BETWEEN REDSPEED MARYLAND, LLC
AND THE TOWN OF BERLIN, MARYLAND FOR
SPEED MONITORING SYSTEM
AND
TRAFFIC LAW ENFORCEMENT SYSTEM**

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**AGREEMENT BETWEEN REDSPEED MARYLAND, LLC
AND THE TOWN OF BERLIN, MARYLAND FOR
SPEED MONITORING SYSTEM
AND
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Speed Monitoring System and Traffic Law Enforcement System Agreement (hereinafter referred to as this “Agreement”) is made as of this _____ day of _____, 20__ by and between RedSpeed Maryland, LLC, located at 450 Eisenhower Lane North, Lombard, Illinois 60148 (“RedSpeed”), and THE TOWN COUNCIL OF BERLIN, MARYLAND, a Maryland municipal corporation (hereinafter referred to as the “Municipality”) (individually, a “Party”, and collectively, the “Parties”).

RECITALS

WHEREAS, on or about January 11, 2023, THE TOWN COUNCIL OF BRENTWOOD (hereinafter “Brentwood”) issued a Request for Proposal (“RFP”) for an Automated Enforcement Program to include enforcement of speed limits and red light violations, RFP No. P23-0001, Automated Enforcement Program, with a due date of January 24, 2023 (hereinafter the “Brentwood Procurement”);

WHEREAS, after completing its formal purchasing process related to the Brentwood Procurement, on or about February 7, 2023, Brentwood awarded a contract to RedSpeed (hereinafter the “Brentwood Contract”);

WHEREAS, RedSpeed expressly agreed to “make available to other Municipal Corporations, agencies, and Departments as well as State and County agencies and departments, the resulting contract in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal” by submitting a proposal for the Brentwood Procurement;

WHEREAS, Brentwood and RedSpeed desired to permit other Municipal Corporations, agencies, and Departments, as well as State and County agencies and departments to piggyback off of the Brentwood Procurement, and permit the same to enter into Intergovernmental Cooperative Purchasing Agreements, as defined and governed by the Code of Maryland Regulations (“COMAR”) 21.05.09;

WHEREAS, the Municipality and RedSpeed now desire to piggyback off of the Brentwood Procurement and enter into this Agreement for the implementation of an automated traffic law enforcement system, speed monitoring system, and collection of citations for violations thereto, for certain areas or Fixed Speed Sites and intersections or Designated Intersections within the Municipality pursuant to this Agreement;

WHEREAS, RedSpeed is in the business of providing a speed monitoring system, an automated traffic law enforcement system, and the collection of any citations issued pursuant thereto;



WHEREAS, the Municipality desires to engage the services of RedSpeed to provide fixed speed cameras, Mobile Speed Vans with speed cameras, and traffic control signal cameras; related equipment, hardware, and software; and technicians to identify and enforce violations of the posted speed limit within designated areas of the Municipality and violations of the traffic control signals, specifically red light violations, within designated intersections of the Municipality;

WHEREAS, RedSpeed shall employ engineers and other professional consultants, who require technical training or knowledge, to provide the services indicated in this Agreement or which may be provided by RedSpeed and that in rendering such services RedSpeed is providing data processing equipment and related services; and

WHEREAS, on _____ of _____, 20__, THE TOWN COUNCIL OF BERLIN, MARYLAND, as the legislative body of the Municipality, adopted Ordinance No. _____, approving the use of speed monitoring systems within the Municipality, and Ordinance No. _____, on _____ of _____, 20__, approving the use of automated traffic law enforcement systems within the Municipality, both of which authorize the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are incorporated herein by reference and made a substantive part hereof, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Municipality and RedSpeed agree as follows:

1. **Recitals.** All recitals set forth above shall be deemed a substantive part of this Agreement.
2. **Services Provided.**

A. Speed Monitoring System:

RedSpeed shall provide a speed monitoring system and program to the Municipality by:

- i. Providing installation, maintenance, and violation processing services as set forth in Exhibit "A" attached hereto and incorporated herein; and
- ii. The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing of this Agreement. Following the Municipality's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner, and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the Municipality and RedSpeed fail to reach an agreement with respect to any of the proposed changes, it shall not be deemed



to be a breach of this Agreement, and the terms of this Agreement shall remain intact.

B. Traffic Law Enforcement System:

RedSpeed shall provide an automated traffic law enforcement system and program to the Municipality by:

- i. Providing installation, maintenance, and violation processing services at Designated Intersections as set forth in Exhibit “B” attached hereto and incorporated herein;
- ii. The Municipality may from time-to-time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to RedSpeed. Upon RedSpeed’s receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing of this Agreement. Following the Municipality’s receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner, and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the Municipality and RedSpeed fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement, and the terms of this Agreement shall remain intact.

3. Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the installation date (“Installation Date”). This Agreement may be extended for five (5) additional one-year periods upon mutual agreement of the parties following the expiration of the initial five (5) year term. A price increase may be considered upon written request from RedSpeed at least ninety (90) days prior to the beginning of any of the additional one-year periods that have been exercised.

4. Compensation. RedSpeed shall be compensated for its services provided to the Municipality under this Agreement as set forth in Exhibit “C”.

5. Termination.

- a. Either Party shall have the right to terminate this Agreement, without cause, with at least sixty (60) days written notice to the other Party. Provided, however, notwithstanding the foregoing to the contrary, if the Municipality terminates this Agreement without cause prior to the Installation Date, the Municipality shall reimburse RedSpeed in an amount equal to the cost of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of a fixed speed camera or cameras at the Fixed Speed Sites and red speed camera or cameras at the Designated Intersections, which have been installed prior to termination (the “Cost” and/or



“Costs”), and which shall not exceed Thirty Thousand Dollars (\$30,000.00) per Fixed Speed Site or Designated Intersection. RedSpeed shall promptly provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the amount of the Cost and/or Costs.

- b.** Either Party shall have the right to terminate this Agreement immediately by written notice to the other if: (i) Maryland State law is amended to prohibit or substantially change the operation of either speed monitoring systems, as defined in Md. Code Ann., Transp. § 21-809, or automated traffic law enforcement systems, as defined in the Maryland Transportation Article; (ii) a court of competent jurisdiction determines the results from RedSpeed’s Speed Monitoring System and/or Automated Traffic Law Enforcement System are inadmissible in evidence or that the compensation provision set forth in Exhibit “C” to this Agreement is void or unenforceable; or (iii) the other Party commits any Material Breach of any of the provisions of this Agreement, which breach is not remedied within sixty (60) calendar days after written notice from the non-breaching Party setting forth in reasonable detail the alleged breach. A “Material Breach” shall mean a breach (including an anticipatory breach) that has a serious adverse effect on a core benefit which the non-breaching Party reasonably expected under the Agreement or would otherwise derive from the Agreement.”
- c.** The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination, unless otherwise provided herein.
- d.** The Municipality shall immediately cease using the Speed Monitoring System and Automated Traffic Law Enforcement System provided pursuant to this Agreement and also immediately stop using any other Intellectual Property of RedSpeed, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement, and promptly approve payment of any and all fees, charges, and amounts due to RedSpeed for services performed prior to the termination.
- e.** RedSpeed shall remove any and all Equipment, hardware, and software it installed in connection with its performance of its obligations under this Agreement and shall restore the Fixed Speed Sites and Designated Intersections to substantially the same condition they were in prior to this Agreement within thirty (30) days of the termination of this Agreement.
- f.** If a court of competent jurisdiction determines that the compensation provisions set forth in Exhibit “C” to this Agreement are void or unenforceable, the Municipality shall have no further obligation to RedSpeed.
- g.** The Parties acknowledge that the following paragraphs shall survive termination of this Agreement to give effect to the provisions hereof:

 - i.** Reservation of Rights, Representations, and Warranties of RedSpeed;

- ii. Representations and Warranties of the Municipality;
 - iii. Limited Warranties;
 - iv. Confidentiality;
 - v. Indemnification;
 - vi. Dispute Resolution;
 - vii. Assignment;
 - viii. Applicable Law;
 - ix. Injunctive Relief; and
 - x. Jurisdiction and Venue.
- h.** The Parties recognize and acknowledge that the Speed Monitoring System and Automated Traffic Law Enforcement System contemplated herein may be subject to legal challenge and/or judicial review. It is understood and acknowledged that various aspects of the program may be challenged. In the event that a legal challenge is successful and the programs are found invalid, either Party may elect to terminate this Agreement. In the event a court of competent jurisdiction determines that the programs, or programs substantially similar to the Municipality's programs, are invalid the Parties will consult with one another to determine whether any appellate relief is available, and if so, whether pursuing such relief is in the best interests of the Parties. The final determination as to whether appellate relief is sought to a higher tribunal shall be within the sole discretion of the Municipality.

6. License.

- a.** Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Speed Monitoring System and RedSpeed Automated Traffic Law Enforcement System for the sole purposes of reviewing Potential Violations and authorizing the issuance of Citations; and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Speed Monitoring System and/or Automated Traffic Law Enforcement System.
- b.** The Municipality hereby acknowledges and agrees that RedSpeed is the sole and exclusive owner of the Speed Monitoring System provided by RedSpeed, the



Automated Traffic Law Enforcement System provided by RedSpeed, the name RedSpeed, the RedSpeed Marks, and any and all Intellectual Property arising from or relating to the Speed Monitoring System and Automated Traffic Law Enforcement System.

- c. The Municipality hereby covenants and agrees that it shall not make any modifications to the Speed Monitoring System and/or the Automated Traffic Law Enforcement System provided by RedSpeed; alter, remove, or tamper with any RedSpeed Marks, or any other Intellectual Property; use any RedSpeed Marks or other Intellectual Property in connection without first obtaining the prior written consent of RedSpeed; or perform any type of reverse engineering to the RedSpeed Speed Monitoring System and/or the Automated Traffic Law Enforcement System.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent applications for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDSPEED MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDSPEED SPEED MONITORING SYSTEM AND REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDSPEED DOES NOT WARRANT THAT ANY OF THE FIXED SPEED SITE EQUIPMENT OR THE SPEED MONITORING SYSTEM AND/OR THE DESIGNATED SITE INTERSECTION EQUIPMENT AND REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE REDSPEED PHOTO SPEED MONITORING SYSTEM AND REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT



TO THE TERMS OF THIS AGREEMENT, REDSPEED SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

8. RedSpeed Representations and Warranties.

- a. RedSpeed hereby warrants and represents that it has all right, power, and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation, operation, and testing of the RedSpeed Speed Monitoring System and RedSpeed Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications provided to RedSpeed.
- c. RedSpeed hereby warrants and represents that any and all equipment provided by RedSpeed is owned by RedSpeed subject to any bank liens.
- d. RedSpeed hereby warrants and represents that it develops, installs, maintains, and operates the Fixed Speed Site(s), Mobile Vehicle Van(s), Speed Monitoring System, and related equipment and the Designated Intersection(s), Automated Traffic Law Enforcement System, and related equipment, at the direction of the Municipality and, thus, it is the responsibility of the Municipality to ensure that all related equipment and operations are in accordance with Maryland State law and the Municipality's ordinances.

9. Municipality Representations.

- a. The Municipality hereby warrants and represents that it has all right, power, and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the adoption of a Resolution or passage of an ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.
- c. The Municipality hereby warrants and represents to fully utilize to the extent practicable the Mobile Speed Van at all times permissible under Md. Code Ann., Transp. § 21-809. The Parties agree and understand that the Municipality is the sole and exclusive operator of the equipment provided by RedSpeed to the Municipality pursuant to this Agreement.
- d. The Municipality hereby warrants and represents that the Municipality directs RedSpeed to develop, install, maintain, and operate the Fixed Speed Site(s), Mobile Vehicle Van(s), Speed Monitoring System, and related equipment and the



Designated Intersection(s), Automated Traffic Law Enforcement System, and related equipment, in accordance with its directions and, thus, it is the responsibility of the Municipality to ensure that all related equipment and operations are in accordance with Maryland State law and the Municipality's ordinances.

10. Confidentiality. Subject to applicable law, during the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party within sixty (60) days of the termination.

Neither Party shall disclose to any third party any Confidential Information obtained from the other Party without the other Party's express written consent. Exceptions are limited to the disclosing Party's employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys, and other professional advisors that have a need to know such Confidential Information.

11. Indemnification and Liability.

- a. The Municipality hereby agrees to defend, indemnify, and hold harmless RedSpeed and its affiliates, shareholders, or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees, and all persons acting by, through, under, or in concert with them (including but not limited to the suppliers of equipment and installers), or any of them against (the "RedSpeed Parties"), and to protect, save, and keep the RedSpeed Parties harmless from, and to pay on behalf of or reimburse the RedSpeed Parties as and when incurred for, any and all Losses, which may be imposed on or incurred by RedSpeed or equipment provided and/or installed by RedSpeed arising out of or in any way related to:
 - i. any material representation, inaccuracy, or breach of any covenant, warranty, or representation of the Municipality contained in this Agreement;
 - ii. the willful misconduct of the Municipality, its employees, contractors, or agents, which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Parties;
 - iii. any third party claim, action, or demand not caused by RedSpeed's failure to perform its obligations under this Agreement, or concerning any matter related to any incumbent or prior vendor providing goods and services to Municipality; and/or

- iv. any claim, action, or demand challenging the Municipality's use of the Speed Monitoring System, the Automated Traffic Law Enforcement System, or any portions thereof; the validity of the results of the Municipality's use of the Speed Monitoring System, the Automated Traffic Law Enforcement System, or any portions thereof; and the validity of the Citations issued, prosecuted, and collected as a result of the Municipality's use of the Speed Monitoring System, Automated Traffic Law Enforcement System, or any portions thereof provided by RedSpeed.
- b.** RedSpeed hereby agrees to defend, indemnify, and hold harmless the Municipality and its officials, managers, officers, directors, employees, agents, representatives, and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under, or in concert with them, or any of them against (collectively, the "Municipality Parties"), and to protect, save, and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses, and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising out of or related to:
 - i. any material misrepresentation, inaccuracy, or breach of any covenant, warranty or representation of RedSpeed contained in this Agreement;
 - ii. the willful misconduct of RedSpeed, its employees, contractors, or agents, which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of the Municipality; or
 - iii. any third party claim, action, or demand not caused by the Municipality's failure to perform its obligations under this Agreement.
- c.** Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or indirect, incidental, or consequential damages, however caused.
- d.** In the event any claim, action, or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give written notice to the Party from whom indemnification is being sought of such Claim within seven (7) days after the Indemnified Party first becomes aware of the Claim. The Party from whom indemnifications is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval shall not be unreasonably withheld, conditioned, or delayed),



and to control and settle such Claim. The Party from whom indemnification is being sought shall have the right to participate in the defense.

12. Dispute Resolution. Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any terms or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the “Dispute”), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either Party, each of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary to discuss the Dispute. If the Parties are unable to resolve the Dispute within ninety (90) calendar days, and in the event that either Party concludes in good faith that an amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

13. Notices. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand; (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid; or (c) one (1) business day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

a. Notices to RedSpeed:

RedSpeed USA LLC
Attn: Robert Liberman, Manager
450 Eisenhower Lane North
Lombard, IL 60148

With a copy to:

Miles & Stockbridge P.C.
Attn: Jeremy Scholtes
30 W. Patrick Street, Suite 600
Frederick, MD 21701

b. Notices to the Municipality:

The Town Council of Berlin
10 William Street
Berlin, Maryland 21811

14. Relationship between RedSpeed and the Municipality. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the



relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between parties, but instead payment for services rendered, as set forth in paragraph 4 above and Exhibit "C" attached hereto and incorporated herein.

15. Assignment. Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that the Municipality hereby acknowledges and agrees that delivery and performance of RedSpeed's rights pursuant to this Agreement shall require a significant investment by RedSpeed, and that to finance such investment, RedSpeed may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions, or other similar persons or entities. The Municipality hereby agrees that RedSpeed shall have the right to assign, pledge, hypothecate, or otherwise transfer its rights to the Equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without the Municipality's prior written approval. The Municipality further acknowledges and agrees that in the event that RedSpeed provides any such acknowledgment or consent to the Municipality for execution and in the event that the Municipality fails to execute and deliver such acknowledgment or consent back to RedSpeed within ten (10) calendar days after its receipt of such request from RedSpeed to execute such acknowledgment or consent, the Municipality shall be deemed to have consented to and approved such acknowledgment or consent, and RedSpeed is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of the Municipality and deliver such document to its financial institution.

16. Injunctive Relief; Specific Performance. The Parties hereby agree and acknowledge that a breach of license, restricted use, or confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages. Thus, the Parties agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

17. Audit. Each Party shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three (3) business days prior notice and at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment made pursuant to this Agreement, the amount of the shortfall shall be promptly paid. In the event any such audit establishes any overpayment of any payment made pursuant to this Agreement, the amount of the excess shall be promptly reimbursed. Each Party shall solely pay the expenses for any audit they request.

18. Force Majeure. Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities



approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

19. **Miscellaneous.**

a. **Definitions.**

In this Agreement, the words and phrases below shall have the following meanings:

- i. **“Authorized Officer”** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator, or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the Issuance of Citations.
- ii. **“Authorized Violation”** means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using RedSpeed.
- iii. **“Automated Traffic Law Enforcement System”** means, collectively, all of the other equipment, applications, back office processes, and digital red light traffic enforcement cameras, sensors, components, and products, software, and other tangible and intangible property relating to and including, but not limited to, the process by which the monitoring, identification, and enforcement of Violations is facilitated by the use of certain equipment, applications, and back office processes of RedSpeed, including, but not limited to, cameras, flashes, central processing units, signal controller interfaces, and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for automated traffic law enforcement.
- iv. **“Cause,”** as used at Paragraph 5(a) of this Agreement, means the Material Breach by RedSpeed or its employees or agents, of any of the provisions hereof on RedSpeed’s part to be kept, maintained, or performed.
- v. **“Citation”** means the notice of Violation, which is mailed or otherwise delivered by RedSpeed to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- vi. **“Confidential or Private Information”** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such



Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.

- vi. **“Designated Intersection”** means the intersections as set forth in Exhibit “B” attached hereto, and such additional sites as RedSpeed and the Municipality shall mutually agree from time to time.
- vii. **“Enforcement Documentation”** means the necessary and appropriate documentation related to the Speed Monitoring System and Automated Traffic Law Enforcement System, including, but not limited to, (1) Citation notices using the specifications required by Md. Code Ann., Transp. § 21-809 and by local law, as each may be amended, for Violations of the Speed Monitoring System; (2) Citation notices using the specifications required by the Maryland Transportation Article and local law, as each may be amended, for Violations of the Automated Traffic Law Enforcement System; (3) a numbering sequence for use on all Citation notices (in accordance with applicable court rules); (4) instructions to accompany each issued Citation; (5) chain of custody records; (6) criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles); (7) and technical support documentation for applicable court and judicial officers.
- viii. **“Equipment”** means any and all fixed speed cameras and/or Mobile Speed Vans, sensors, equipment, components, products, software, and other tangible and intangible property relating to the Speed Monitoring System(s), including, but not limited to, all Speed Monitoring System(s), housings, radar units, and poles, and any and all cameras, sensors, equipment, components, products, software, and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including, but not limited to, all camera systems, housings, radar units, and poles.

- ix. **“Fine”** means monetary sums assessed for Citations.
- x. **“Fixed Speed Site”** means the sites as set forth in Exhibit “A” attached hereto, and such additional sites as RedSpeed and the Municipality shall mutually agree from time to time.
- xi. **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency, or other regulatory, administrative, or judicial agency, commission, or organization, and any subdivision, branch, or department of any of the foregoing.
- xii. **“Installation Date”** means the date on which RedSpeed completes the construction and installation of at least one (1) Fixed Speed Site or Mobile Speed Van in accordance with the terms of this Agreement so that such Fixed Speed Site or Mobile Speed Van is operational for the purpose of functioning with the Speed Monitoring System Program and/or the date on which RedSpeed completes the construction and installation of at least one (1) Designated Intersection in accordance with the terms of this Agreement so that such Designated Intersection is operational for the purposes of functioning with the Automated Traffic Law Enforcement System Program.
- xiii. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights; (b) trademark and trade name rights and similar rights; (c) trade secrets rights; (d) patents, designs, algorithms, and other property rights; (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force.
- xiv. **“Intersection”** means a conduit of travel (e.g., northbound, southbound, eastbound, or westbound) on which at least one (1) Automated Traffic Law Enforcement System has been installed by RedSpeed for the purpose of facilitating the Automated Traffic Law Enforcement System by the Municipality.
- xv. **“Mobile Speed Van”** means the Mobile Speed Van and all cameras, hardware, and software incident to the use thereof.

- xvi. **“Operational Period”** means the period of time during the Term, commencing on the Installation Date, during which the Speed Monitoring System and Automated Traffic Law Enforcement System are functional to permit the identification and prosecution of Violations at the Fixed Speed Site(s) and Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Speed Monitoring System and/or the Automated Traffic Law Enforcement System.
- xvii. **“Operator of the Equipment”** means the Municipality, which is the sole and exclusive operator of the Equipment provided by RedSpeed.
- xviii. **“Person”** means natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity, or other business association.
- xix. **“Potential Violation”** means, with respect to any motor vehicle passing through a Fixed Speed Site, a Mobile Vehicle Van, and/or a Designated Intersection, the data collected by the Speed Monitoring System and/or Automated Traffic Law Enforcement System with respect to such motor vehicle, which data shall be processed by the Speed Monitoring System and/or Automated Traffic Law Enforcement System for the purpose of allowing the Authorized Officer to review such data and determine whether a Violation has occurred.
- xx. **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records, and the like, whether originals, copies, duplicates, or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections, and invoices.
- xxi. **“RedSpeed Marks”** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to its Speed Monitoring System or Automated Traffic Law Enforcement System at any time during the Term if this Agreement, service marks, trade names, logos, brands, and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.

- xxii. **“Speed Monitoring System”** means, collectively, all of the other equipment, applications, back office processes and fixed speed cameras and/or Mobile Speed Van, sensors, components, and products, software and other tangible and intangible property relating to and including, but not limited to, the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed, including but not limited to fixed speed cameras and/or Mobile Speed Van, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for Speed Monitoring System enforcement.
- xxiii. **“Violation”** means a speed law violation as defined by Md. Code Ann., Transp. § 21-809 and/or a traffic control violation as defined by Md. Code Ann., Transp. § 21-202.1.
- xxiv. **“Violation Criteria”** means the standards and criteria by which Potential Violations will be evaluated by the Authorized Officer and/or sworn police officers of the Municipality, which standards and criteria shall include, but are not limited to, exceeding the posted speed limit in violation of Md. Code Ann., Transp. § 21-809 and/or failing to adhere to the traffic control in violation of Md. Code Ann., Transp. § 21-202.1.
- xxv. **“Violations Data”** means the images and other Violations data gathered by the Speed Monitoring System at the Fixed Speed Site(s) and/or Mobile Speed Van and/or gathered by the Automated Traffic Law Enforcement System at the Designated Intersections.
- xxvi. **“Violations Evidence Package”** means one (1) unit of assembled Violations Data related to a singly evident Violation within the Violation Criteria.
- xxvii. **“Warning Period”** means thirty (30) days after the Speed Monitoring System and/or Automated Traffic Law Enforcement System are activated. During the Warning Period, only warning notices are to be sent by the Municipality and not Citations.

b. **Entire Agreement.** This Agreement represents the entire agreement between the Parties concerning the substance of this Agreement, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.

c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and



neither the Agreement nor any provision thereof shall be construed more strictly against either Party.

- d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- e. **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation, or applicability of this Agreement or any term, condition, or provision hereof.
- g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one (1) instrument. Any one (1) of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.
- h. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors, and permitted assigns.
- i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition, or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Maryland, including, but not limited to Md. Code Ann., Transp. § 21-809, as amended, governing the use of



speed monitoring systems in the State of Maryland. In the event of a conflict between the provisions of this Agreement and applicable State law, the applicable State law shall be deemed to control.

1. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the Courts of Prince George's County, Maryland, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

“Municipality”

THE TOWN COUNCIL OF BERLIN, MARYLAND

By: _____ (SEAL)

Name: _____, President/Mayor

“RedSpeed”

REDSPEED MARYLAND, LLC

By: _____ (SEAL)

Name: Robert Liberman, Manager



EXHIBIT “A”

Fixed Speed Sites: Maintenance and Violation Processing Services

1. Fixed Speed Sites

RedSpeed and the Municipality will mutually agree upon the Identification of the Fixed Speed Sites, which agreement will be based on community safety and traffic needs as warranted. The Fixed Speed Sites shall be set forth on a supplement to this Exhibit “A”. RedSpeed shall assist the Municipality in the gathering of statistical data for use in the Fixed Speed Site selection, permitting, and follow-up reports.

2. Construction and Installation of Fixed Speed Sites

2.1. RedSpeed will have Fixed Speed Sites installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

2.2. RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

2.3. RedSpeed will use reasonable commercial efforts to install and activate the first specified Fixed Speed Site within the first ninety (90) days. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.

2.4. RedSpeed recommends fixed camera installation sites for the Town to approve or reject for permit processing. The Municipality will assist with providing timely approval of permits for Town-approved proposed installations requested by RedSpeed. The Municipality will forward such permit requests to the appropriate the Municipality reviewing authority, and such authority shall make every effort to review, approve, and forward the same within five (5) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes from the Municipality within two (2) business days of receipt. RedSpeed shall assist the Municipality in acquiring any required County and State permits, when so requested by the Municipality.

2.5. RedSpeed will install cable and power conduits at its sole expense, and all necessary electrical services to the Fixed Speed Sites will be the sole responsibility and expense of RedSpeed.

2.6. RedSpeed will be able to utilize existing internet connections at the Municipality’s Police Department and other locations where RedCheck™ (back-office processing software) will be installed and used. RedSpeed will be responsible for installation and maintenance of a high-speed internet connection at each Fixed Speed Site.

2.7 Further, RedSpeed shall provide training for up to thirty (30) personnel of the Municipality, including, but not limited, to the persons who the Municipality shall appoint as Authorized Officers



and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings, and a review of the Enforcement Documentation.

3. Maintenance of Fixed Speed Systems and/or Mobile Speed Vans

3.1. RedSpeed shall own, repair, and maintain the Speed Monitoring System, including both fixed and mobile equipment. In the case of Mobile Speed Van, RedSpeed will be responsible for servicing the van at regular intervals, maintaining valid State registration and insurance on the van, naming the Municipality as an additional insured on such insurance, and providing documentation to the Municipality of such, while the Municipality will be responsible for gas and secure parking during non- operational hours.

3.2. RedSpeed shall certify the accuracy of fixed speed systems and/or Mobile Speed Van on an annual basis with a third party independent certification company at no expense to the Municipality and shall furnish said certificates to the Municipality upon receipt from the third party.

3.3. If the Municipality is being provided with a Mobile Speed Van hereunder, the Municipality agrees to provide a properly licensed operator for the Mobile Speed Van, have the operator deploy the Van, calibrate the cameras and related equipment before issuing Citations and at the end of the day, where necessary, facilitate uploading violations for processing to RedSpeed.

3.4. In those instances where damage to a Speed Monitoring System or sensors is caused by negligence on the part of the Municipality or its authorized agent(s), RedSpeed will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, RedSpeed shall replace or repair any damaged equipment and invoice the Municipality for the pre-approved repair cost. RedSpeed shall bear the cost to replace or repair equipment damaged in all other circumstances. As used herein “negligence on the part of the Municipality or its authorized agents” shall include, but is not limited to, failure of the Municipality to adequately secure the Speed Monitoring System, which includes by definition the Mobile Speed Van during non-operational hours, which results in damage to the Speed Monitoring System, including the Mobile Speed Van.

3.5. RedSpeed shall provide a help line to help the Municipality resolve any problems encountered regarding its Speed Monitoring System and/or Citation processing. The help line shall function during normal business hours.

3.6. RedSpeed normally shall provide technician site visits to each Fixed Speed Site once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.

3.7. RedSpeed shall repair a non-functional Fixed Speed Site and/or Mobile Speed Van within one (1) business day of notification by the Municipality.



4. Violations Evidence Data Processing Services

- 4.1. All Violations Evidence Data shall be stored on the RedSpeed Speed Monitoring System.
- 4.2. RedSpeed shall process the Violation Evidence Data gathered from the Fixed Speed Site(s) and/or the Mobile Speed Vans into a format capable of review by the Authorized Officer.
- 4.3. The Municipality shall cause the Authorized Officer to review the Violations Evidence Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Evidence Data, and transmit each such determination using the software or other applications or procedures provided by RedSpeed on the RedSpeed Speed Monitoring System within seven (7) days of the gathering of the Violations Evidence Data from the applicable Fixed Speed Site(s) and/or the Mobile Speed Vans.
- 4.4. RedSpeed hereby acknowledges and agrees that the decision to issue a Citation shall be the sole, unilateral, and exclusive decision of the Authorized Officer and shall be made in such Authorized Officer's sole discretion (a "Citation Decision"), and in no event shall RedSpeed have the ability or authorization to make a Citation Decision.
- 4.5. The Municipality shall be obligated to execute all Citations sent out on the Municipality's behalf.
- 4.6. RedSpeed shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 4.7. RedSpeed shall obtain in-state vehicle registration information necessary to issue Citations assuming that it is named as the Municipality's agent.
- 4.8. Where obtainable, RedSpeed shall provide out-of-state vehicle registration necessary to issue Citations for the Municipality.
- 4.9. RedSpeed will be responsible for printing and mailing of Citations at its sole expense. Each Citation shall be delivered by First Class mail; rental car companies are also included. For mail not delivered due to address problems, RedSpeed will mail the Citation again if the Municipality provides it with better information.
- 4.10. Subsequent notices may be delivered by First Class or other mail means.
- 4.11. RedSpeed will be responsible for processing all payments and will provide violators with ability to pay by check, money order, or credit card, both online and offline.
- 4.12. Collection of delinquent payments will be the sole responsibility and expense of the Municipality.



4.13. RedSpeed agrees to provide a secure web site (www.SpeedViolations.com) accessible to Citation recipients (defendants) by means of a Notice Number and a License Plate Number, which will allow violation image review and payment.

4.14. RedSpeed will be responsible for providing a Municipality-specific toll free number and multilingual customer support representatives.

4.15. RedSpeed shall handle inbound and outbound phone calls and correspondence from defendants who have questions about payments, disputes, and other issues relating to Citation adjudication. RedSpeed may refer citizens with questions outside of its area of experience to the Municipality's Municipal Court or Police.

4.16. RedSpeed shall provide an on-line court processing module, which will enable the court to review cases, related images, correspondence and other related information required to adjudicate the disputed Citation. The system will also enable the Court staff to accept and account for payments.

4.17. If required by the court or prosecutor, RedSpeed shall provide the Municipality with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the RedSpeed System until judicial notice is taken.

4.18. The RedCheck™ system, which provides the Municipality with ability to run and print reports, shall include the following:

- Program Statistics Report
- Location Performance Summary Report
- Location Performance Detail Report

4.19. Additional reports can be developed upon request at no cost to the Municipality.

5. Training of Municipal Staff

5.1. RedSpeed shall provide training for the Municipality's personnel, including but not limited to the persons who the Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Speed Monitoring System. Training shall include training with respect to the RedSpeed Speed Monitoring System and its operations, presenting Violations Data in court proceedings and a review of the Enforcement Documentation.

5.2. RedSpeed agrees to provide necessary training for persons designated by the Municipality and to assist the Municipality with development of public information and outreach campaign.

5.3. RedSpeed shall provide the Municipality with one-time free warning period up to thirty (30) days in length at the outset of the program.

6. Non-Productive, Municipally-Interrupted, or Decommissioned Fixed Speed Cameras



If the Municipality and RedSpeed mutually agree that a fixed speed camera either is not economical and/or has not reached the desired safety goals within one (1) year from going live (an “Underperforming Camera”), the Municipality and RedSpeed may mutually select a new location and RedSpeed may move the Underperforming Camera to the new, mutually agreed upon, location.

If a new location for the Underperforming Camera is not mutually agreed upon within thirty (30) calendar days of the determination that the camera is an Underperforming Camera (the “Final Decision”), RedSpeed shall provide the Final Decision to the Municipality in writing. RedSpeed shall remove the Underperforming Camera and related equipment within thirty (30) calendar days after the Municipality receives the written Final Decision, at Cost to the Municipality not to exceed Thirty Thousand Dollars (\$30,000.00) per fixed speed camera unit. The billing for the Underperforming Camera shall stop immediately upon delivery of the written Final Decision. Provided however, that removal of Equipment from Fixed Speed Sites under construction or improvement, which construction or improvement was not under the control of the Municipality, such Costs for removal or relocation shall be borne by RedSpeed.

If during the first year after the approved and permitted installation of any fixed speed camera equipment, the Municipality unilaterally decides not to operate, or decides to decommission, or otherwise interfere with RedSpeed’s proper operation of any fixed speed camera unit for a period of one (1) month or more after installation, RedSpeed may remove the related equipment at Cost to the Municipality not to exceed Thirty Thousand Dollars (\$30,000) per fixed speed camera unit so removed.

If the Municipality wishes to remove a fixed speed camera after one (1) year from going live, RedSpeed shall remove the camera at no expense to the Municipality.



EXHIBIT “B”

Designated Intersections: Maintenance and Violation Processing Services

1. Designated Intersections

RedSpeed and the Municipality will mutually agree upon the identification of the Designated Intersections, which agreement will be based on community safety and traffic needs as warranted. The Designated Intersections shall be set forth on a supplement to this Exhibit “B”. RedSpeed shall assist the Municipality in the gathering of statistical data for use in the Designated Intersection selection, permitting, and follow-up reports.

2. Construction and Installation of Designated Intersections

2.1 RedSpeed will have Designated Intersections installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

2.2 RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

2.3 RedSpeed will use reasonable commercial efforts to install and activate the first specified Designated Installation within the first ninety (90) days after the schedule has been agreed upon. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.

2.4 RedSpeed recommends red light camera installation sites for the Municipality to approve or reject for permit processing. The Municipality shall assist with providing timely approval of permits for the Municipality-approved proposed installations requested by RedSpeed. The Municipality will forward such permit requests to the appropriate the Municipality reviewing authority, and such authority shall make every effort to review, approve, and forward the same within five (5) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes from the Municipality within two (2) business days of receipt. RedSpeed shall assist the Municipality in acquiring any required County and State permits, when so requested by the Municipality.

2.5. RedSpeed will install cable and power conduits at its sole expense, and all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility and expense of RedSpeed.

2.6. RedSpeed will be able to utilize existing internet connections at the Municipality’s Police Department and other locations where RedCheck™ (back-office processing software) will be installed and used. RedSpeed will be responsible for installation and maintenance of a high-speed internet connection at each Designated Intersection Approach.



2.7 Further, RedSpeed shall provide training for up to thirty (30) personnel of the Municipality, including, but not limited, to the persons who the Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings, and a review of the Enforcement Documentation.

3. Maintenance of the Designated Intersections

3.1 RedSpeed shall own, repair, and maintain the Automated Traffic Law Enforcement System.

3.2 In those instances where damage to the Automated Traffic Law Enforcement System is caused by negligence on the part of the Municipality or its authorized agent(s), RedSpeed will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, RedSpeed shall replace or repair any damaged equipment and invoice the Municipality for the pre-approved repair cost. RedSpeed shall bear the cost to replace or repair equipment damaged in all other circumstances. As used herein “negligence on the part of the Municipality or its authorized agents” shall include, but is not limited to, failure of the Municipality to adequately secure the Automated Traffic Law Enforcement System, which results in damage to the Automated Traffic Law Enforcement System.

3.3 RedSpeed shall provide a help line to help the Municipality resolve any problems encountered regarding its Automated Traffic Law Enforcement System and/or Citation processing. The help line shall function during normal business hours.

3.4 RedSpeed normally shall provide technician site visits to each Designated Intersection once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe, and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.

3.5 RedSpeed shall repair a non-functional Designated Intersections within one (1) business day of notification by the Municipality.

4. Violations Evidence Data Processing Services

4.1 All Violations Evidence Data shall be stored on the RedSpeed Automated Traffic Law Enforcement System.

4.2 RedSpeed shall process the Violation Evidence Data gathered from the Designated Intersection(s) into a format capable of review by the Authorized Officer.

4.3 The Municipality shall cause the Authorized Officer to review the Violations Evidence Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Evidence Data and transmit each such determination using the software or other applications or procedures provided by RedSpeed on the RedSpeed Automated



Traffic Law Enforcement System within seven (7) days of the gathering of the Violations Evidence Data from the applicable Designated Intersections.

4.4 RedSpeed hereby acknowledges and agrees that the decision to issue a Citation shall be the sole, unilateral, and exclusive decision of the Authorized Officer and shall be made in such Authorized Officer's sole discretion (a "Citation Decision"), and in no event shall RedSpeed have the ability or authorization to make a Citation Decision.

4.5 The Municipality shall be obligated to execute all violations (Citations) sent out on the Municipality's behalf.

4.6 RedSpeed shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.

4.7 RedSpeed shall obtain in-state vehicle registration information necessary to issue Citations for the Municipality.

4.8 Where obtainable, RedSpeed shall provide out-of-state vehicle registration necessary to issue Citations for the Municipality.

4.9 RedSpeed will be responsible for printing and mailing of Citations at its sole expense. Each Citation shall be delivered by First Class mail; rental car companies are also included. For mail not delivered due to address problems, RedSpeed will mail the Citation again if the Municipality provides it with better information.

4.10 Subsequent notices may be delivered by First Class or other mail means.

4.11 RedSpeed will be responsible for processing all payments and will provide violators with ability to pay by check, money order, or credit card, both online and offline.

4.12 Collection of delinquent payments will be the sole responsibility and expense of the Municipality.

4.13 RedSpeed agrees to provide a secure web site (www.SpeedViolations.com) accessible to Citation recipients (defendants) by means of a Notice Number and a License Plate Number, which will allow violation image review and payment.

4.14 RedSpeed will be responsible for providing a Municipality-specific toll free number and multilingual customer support representatives.

4.15 RedSpeed shall handle inbound and outbound phone calls and correspondence from defendants who have questions about payments, disputes, and other issues relating to Citation adjudication. RedSpeed may refer citizens with questions outside of its area of experience to the Municipality's Municipal Court or Police.



4.16 RedSpeed shall provide an on-line court processing module, which will enable the court to review cases, related images, correspondence, and other related information required to adjudicate the disputed Citation. The system will also enable the Court staff to accept and account for payments.

4.17 If required by the court or prosecutor, RedSpeed shall provide the Municipality with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the RedSpeed Automated Traffic Law Enforcement System until judicial notice is taken.

4.18 The RedCheck™ system, which provides the Municipality with the ability to run and print reports, shall include the following:

- Program Statistics Report
- Location Performance Summary Report
- Location Performance Detail Report

4.19 Additional reports can be developed upon request.

5. Training of Municipal Staff

5.1. RedSpeed shall provide training for the Municipality's personnel, including, but not limited to, the persons who the Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court proceedings, and a review of the Enforcement Documentation.

5.2. RedSpeed agrees to provide necessary training for persons designated by the Municipality and to assist the Municipality with development of public information and outreach campaign.

5.3. RedSpeed shall provide the Municipality with a one-time free warning period up to 30 days in length at the outset of the program.

6. Non-Productive, Municipally-Interrupted, or Decommissioned Designated Intersection Cameras

If the Municipality and RedSpeed mutually agree that a fixed red light camera either is not economical and/or has not reached the desired safety goals within one (1) year from going live (an "Underperforming Camera"), the Municipality and RedSpeed may mutually select a new location and RedSpeed may move the Underperforming Camera to the new, mutually agreed upon, location.

If a new location for the Underperforming Camera is not mutually agreed upon within thirty (30) calendar days of the determination that the camera is an Underperforming Camera (the "Final Decision"), RedSpeed shall provide the Final Decision to the Municipality in writing. RedSpeed



shall remove the Underperforming Camera and related equipment within thirty (30) calendar days after the Municipality receives the written Final Decision, at Cost to the Municipality not to exceed Thirty Thousand Dollars (\$30,000.00) per red light camera unit. The billing for the Underperforming Camera shall stop immediately upon delivery of the written Final Decision. Provided however, that removal of Equipment from Designated Intersection Approaches under construction or improvement, which construction or improvement was not under the control of the Municipality, such Costs for removal or relocation shall be borne by RedSpeed.

If during the first year after the approved and permitted installation of any red light camera equipment, the Municipality unilaterally decides not to operate, or decides to decommission, or otherwise interfere with RedSpeed's proper operation of any red light camera unit for a period of one (1) month or more after installation, RedSpeed may remove the related equipment at Cost to the Municipality not to exceed Thirty Thousand Dollars (\$30,000) per red light camera unit so removed.

If the Municipality wishes to remove a red light camera after one (1) year from going live, RedSpeed shall remove the camera at no expense to the Municipality.



EXHIBIT “C”

Compensation

There will be no charge to the Municipality for activity of any single unit performing during the Warning Period, and RedSpeed shall not receive any compensation for any warning notices sent during the Warning Period.

At the conclusion of the Warning Period, and once the Citations are issued, RedSpeed shall be compensated for services performed as follows:

Violation Evidence Data fees shall be charged for each of the following services listed below, where applicable, even if there is no Citation issued:

1. Speed Enforcement System – TASK COMPLETED FEE RATES

- a. Pre-Citation Tasks & Services:
 - i. \$0.99 per unit - Includes the following:
 - 1. Capture and review of Violation Evidence Data.
 - 2. Registered owner name/address retrieval.
 - 3. Submittal of Violation Evidence Package for police approval.
- b. Post Citation Tasks and Services:
 - i. \$6.49 per unit - Includes the following:
 - 1. Printing and mailing of Citations approved by police.
 - 2. Payment processing, including check and credit card processing at the lock box or online.
 - ii. \$6.49 per unit - Includes the following:
 - 1. Digital Evidence Retention of all notices, recipient correspondence and court proceedings.
 - 2. Support of adjudication in all court proceedings.
- c. Customer Service Fee:
 - i. Client services offered by RedSpeed, including municipality-specific toll-free number, call center hearing scheduling, live operator violation status and payment support services.
 - ii. This fee only applies if a violator calls for assistance. This is a one-time fee assessed only at the time of the first call registered for each Citation, otherwise no charge.
- d. Hand-Held Unit(s):
 - i. Speed Enforcement System rates apply as above when fees directly generated by any Hand Held unit exceeds \$499 during any month of operation.
 - ii. If during any full month such service compensation does not exceed \$499 per device, then in that event the deficiency is to be paid over as additional



compensation above the service fee compensation otherwise described.

- e. Flagging Services:
 - i. \$2.99 per unit - Includes the following:
 - 1. Flagging of unpaid Citations with MVA and removal of flags upon receipt of payment (fee charged only on flag release).
- f. DELINQUENCY COLLECTION FEE: Outsourced to the firm of *Linebarger Goggan Blair & Sampson LLP* at the rate of 20% of any principal amount collected.

2. Red Light Enforcement System – FLAT FEE RATE(S):

- a. FLAT FEE RATE OF \$4,100 PER UNIT PER MONTH FOR UP TO ten (10) red light units.
- b. If for any reason the total number of red light units operating exceeds 10 units for 30 days or more, then a FLAT FEE RATE OF \$3,950 PER UNIT PER MONTH shall apply during that period.
- c. FLAGGING FEE of \$2.99 per each unit flagged as directed by the Town (fee charged only on flag release).

3. Previous Vendors Outstanding Violations:

- a. TAKE OVER PROCESSING FEE: \$6.49 per Citation – Includes the following service:
 - i. Section 3.3.N. of the RFP describes a volume of “delinquent citations from the previous contractor”.
 - ii. RedSpeed will import delinquent citations from the previous contractor and take over collection’s activity, to include at least one notice mailing, registration hold (flagging) and release activity, customer service, court processing and payment acceptance/processing.

4. Optional Services:

- a. DELINQUENCY COLLECTION FEE: Outsourced to the firm of *Linebarger Goggan Blair & Sampson LLP* at the rate of 20% of any principal amount collected.
- b. ADVANCED VIDEO ANALYTICS (AVA) – pricing adjusts annually:
 - i. Attached units (units installed upon RedSpeed fixed sites for speed or red-light enforcement):
 - 1. \$9,900 one-time all-inclusive equipment purchase (including system training, video archiving, maintenance, and support for a period of one year free of charge).
 - 2. \$249 PER UNIT PER MONTH beginning in year 2 for video ongoing archiving, maintenance, and system support.
 - ii. Freestanding Units (units detached from RedSpeed fixed sites):
 - 1. Custom purchase price is based on conditions in place for each



location.

2. \$249 PER UNIT PER MONTH beginning in year 2 for video archiving, maintenance, and system support.

c. EAGL GUNSHOT DETECTION SYSTEM – pricing adjusts annually:

- i. Attached Units (units installed upon RedSpeed Fixed Sites):
 1. \$1,250 PER SENSOR one time purchase.
 2. \$85 PER SENSOR PER MONTH for maintenance and system support.
 3. \$100 PER SENSOR PER YEAR annual subscription fee.
- ii. Freestanding Exterior Units (units detached from RedSpeed sites):
 1. Custom purchase price based on conditions in place each location.
 2. \$85 PER SENSOR PER MONTH for maintenance and system support.
 3. \$100 PER SENSOR PER YEAR annual subscription fee.
- iii. Interior Units (units located within buildings, offices, schools, etc.):
 1. \$1,250 PER SENSOR one time purchase.
 2. \$85 PER SENSOR PER MONTH for maintenance and system support.
 3. \$100 PER SENSOR PER YEAR annual subscription fee.

The Parties agree that all Citations shall be paid to a lock box, which shall be set up and maintained by RedSpeed on behalf of the Municipality or paid electronically to an account which shall be set up and maintained by RedSpeed on behalf of the Municipality.

RedSpeed shall remit to the Municipality the balance of all payments it collects for the Municipality on a monthly basis within five (5) days from the end of the month collected, with the monies directly wired or transferred into the Municipality's designated bank account, after deducting there from the compensation due to RedSpeed as outlined above.



MOTION OF THE MAYOR AND COUNCIL 2023-XX

A Motion of the Mayor and Council of the Town of Berlin to approve AMENDMENTS TO THE EMPLOYEE HANDBOOK as indicated below:

SECTION(S)	APPROVED ON (DATE)	FOR	AGAINST	ABSTAIN	ABSENT
1 AND 2	11/28/2022	5	0	0	0
4, 5, AND 8	6/26/2023	5	0	0	0
6 & 7					

Dean Burrell, Sr. Vice President of the Council

Final approval this ____day of _____, 20____ by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

SECTION 6 EMPLOYEE BENEFITS

6.01 Health and Life Insurance

All full-time employees shall be entitled to membership in the Town's Group Health and Life Insurance program ~~in effective at the first day of employment, time of hiring.~~ The Town will pay the cost of Life Insurance coverage for each employee. The cost of employees' individual health insurance will be primarily borne by the Town with the amount of the employee's contribution towards that individual or dependent coverage to be determined by the Mayor and Council ~~from time to time annually.~~

Employees who elect not to participate in the group health insurance offered by the Town will be required to sign a waiver of coverage ~~in a form acceptable to the insurance carrier and from provided by~~ the Human Resources Director and must also provide proof of other insurance coverage ~~under another carrier~~ to be eligible for exclusion from the Town's group policy. Such employees will still be covered by the group life insurance policy at no cost to the employee. If the employee chooses to not participate in the group health insurance, there will be no additional benefit/compensation amount awarded in lieu of. Prior to July 1, 2001, full time employees not participating in the group health insurance plan, thereby reducing the total of their benefit/compensation amount, were paid a sum, as determined by the Mayor and Council, to offset that reduction. Effective July 1, 2001, this offset will no longer be offered. However, employees enrolled in the offset program as of June 30, 2001, will continue to receive the offset until such time as they leave the program. Employees leaving the program will not be reinstated.

6.2 Section 125 Cafeteria Plan

Employees participating in insurance and benefit plans eligible for pre-tax deductions under IRS standards may elect to participate in a Section 125 Plan allowing the employee's share of costs to be deducted before taxes are withheld. Participation is subject to all applicable plans and IRS regulations. For eligible insurance and other benefit plans, employees may elect to have their contributions withheld pre-taxed. Participation is subject to all applicable benefit plans and IRS regulations, including that elections are generally irrevocable until the end of the plan year unless the participant requests a change in status election consistent with IRS Section 125.

Commented [KJ54]: This language was recommended by our Health Insurance Broker.

6.3 Maryland State Pension / Retirement System

All employees who are scheduled to work in excess of 500 hours annually shall be enrolled in the Maryland State Pension/Retirement System according to the procedures of those systems at the time of hiring. Maryland State Pension System contributions will be 7% of employee's gross pay with the Town contributing based on Maryland State Pension System requirements.

6.4 Workers' Compensation

All employees will be covered under the Town's Workers' Compensation Insurance Policy in effect during the term of their employment.

If an employee is eligible to receive a payment directly from the Workers' Compensation Insurance Provider, absence due to illness or injury covered under Workers' Compensation will not be deducted from an employee's accrued leave. Workers' Compensation payments typically do not cover an amount equal to 100% of the employee's weekly earnings.

Employees on Worker's Compensation Leave may utilize other forms of accrued leave such as compensatory, personal, sick, or vacation leave to supplement their Workers' compensation payments. While an employee is out on Workers' Compensation Leave, the accrual of benefitted time will cease until the employee returns to a working status. Employees on Worker's Compensation Leave shall be entitled to maintain group health insurance coverage on the same basis as if continuing to work provided the employee continues to pay their share of the required premium payments.

Employees have the right to obtain independent legal counsel to represent them under their Workers' Compensation Claim. The Town is limited in its ability to interact with the Workers' Compensation Insurance Provider, or any legal counsel obtained, on the employee's behalf.

The Town has no obligation to continue employment for any specified period outside of the timeframe set forth by FMLA or to hold the employees' position until they can return to work. Depending on the severity of the claim, the employee may be asked to complete FMLA paperwork.

If an employee is terminated while out on Workers' Compensation, the employee may be eligible for rehire after being cleared to return to work.

If an employee has been cleared to return to work after a Workers' Compensation Claim, the Town may require, at the Town's expense, a fitness for duty evaluation, by a physician of the Town's choice to determine the employee's ability to perform the required duties outlined in their job description.

~~All employees will be covered under the Town's Workers' Compensation Insurance Policy in effect during the term of their employment. Absence due to illness or injury covered under Workers' Compensation will not be deducted from an employee's accrued leave, provided that all requirements and procedures associated with the Workers' Compensation program and the Town's administration of the Workers' Compensation program have been fulfilled by the employee.~~

~~— Employees on Worker's Compensation Leave may utilize other forms of accrued leave such as compensatory, personal, sick, or vacation leave to supplement Workers' compensation payments;~~

6.5 State Employees' Credit Union

~~All employees shall be entitled to participate, at their option, in the State Employees' Credit Union (SECU) through payroll deduction. Any obligations express or implied, between the employee and the SECU shall be the sole responsibility of the employee. The Town's responsibility shall be limited to the administration of the group's participation.~~

6-66.5 Deferred Compensation Plan

All employees shall be entitled to participate, at their option, in the Town's Deferred Compensation Plan, through payroll deduction. Any obligations, express or implied, between the employee and the Deferred Compensation Plan Administrator or ~~their~~ investment plans shall be the sole responsibility of the employee. The Town's responsibility shall be limited to the administration of the group's participation, and the timely submission of payroll deductions authorized by the employee to the Deferred Compensation Plan Administrator; the Town is not responsible for administration of, or providing advice regarding, an individual employee's participation in the plan. Employees must notify the Human Resources Director of any changes to their plan so timely payroll deductions can be made.

6-76.6 Uniforms & Personal Protective Equipment

~~All applicable employees shall be entitled to participate in the Town's uniform contract in effect during the term of their employment. Applicable employees may be provided uniforms by the Town of Berlin. Uniforms shall be turned into the Town upon employee termination. not normally be required by the Town, except for employees of the Police Department.~~

Personal protective equipment (PPE) shall be provided by the Town at no expense to the employee. The equipment required is determined by the Department Head to allow for safe working conditions. Specialized, personal equipment such as eyewear, boots, and other equipment shall be reimbursable to the employee upon the presentation of qualified documentation as determined by the Department Head and Finance Director. Please refer to the attached PPE reimbursement memo/schedule.

6-86.7 ~~Job-related~~ Education, Certifications, Licensing

All employees are eligible to receive job-related educational benefits. Participation in any given educational program, whether required or non-required, must be pre-approved by the Town Administrator prior to the employee's enrollment if the employee will be requesting reimbursement. Enrollment fees for the required courses will be paid directly by the Town whenever possible by approved Purchase Order.

The determination of whether education is required or non-required, and thereby the means of payment of the education costs, shall be made by the terms of the employee's job description or employment contract where applicable. In the absence of written standards for the position, the Town Administrator shall make the final determination, subject to the approval of the Mayor, and ~~the~~ Council whenever applicable.

Required education: Classes, seminars, certification programs, licensing programs, or other similar continuing education units that are required by the Town as a condition of employment, or by a State

licensing regulation, applicable to that position, will be paid in full by the Town subject to an employment contract if applicable.

Employees attending required educational courses shall be considered to be on the job for those hours spent in class, as well as during any hours spent traveling to and from those required classes, whether or not those classes are conducted during regular business hours. If required classes are conducted outside regular business hours, the employee will be credited with compensatory time for the amount of time spent on an hour for hour basis. Overtime or time and one-half compensatory time will not be paid for after-hours class attendance. Attendance at required classes during regular business hours will be credited as if the employee were performing their regular duties, and shall not be deducted from any accrued leave. For classes requiring an overnight stay, the employee will be credited with class and travel time only. If possible, the Department Head shall adjust the employees regular working hours to accommodate class time and avoid exceeding 40 hours per week.

Non-required education: Job-related classes, degree programs that are not required as a condition of employment or licensing will be paid for by the Town in an amount equal to 100% of the tuition cost of such education on a reimbursement basis, upon presentation by the employee of evidence of a passing grade and a receipt or other sufficient documentation showing payment of that tuition. The Town Administrator shall determine whether or not the degree program is job-related in advance of the employee's enrollment. Reimbursement will be for tuition only and will not cover registration, books and related educational materials, graduation fees, or any other non-tuition costs. Tuition reimbursements under the IRS rules (Publication 15-B) limit the amount that may be excluded from taxable wages. This amount will change from time to time; employees are encouraged to check the IRS rules for the current limit. Any amount provided to an employee that exceeds the limit will be added to the employees' taxable wages for the year of reimbursement.

Employees attending non-required, job-related educational courses will do so in their own time, with no other compensation beyond what is outlined above; unless another agreement was approved by the Town Administrator with approval from the Mayor and Council. Employees may attend non-required, job-related courses during normal business hours with the approval of the employee's supervisor, Department Head, and the Town Administrator, so long as, in the judgment of the Department Head, the employee is still able to attend to his regular duties. Such attendance will be deducted from the employee's accrued leave.

Repayment: If the Town approves and makes payment for a degree-related program or licensing/certification program, the employee will be obligated to continue their employment on a year for year one-for-one basis which would begin after the completion of the employee's first year of thea degree-related program. For every year of reimbursed education, licensing, or certification expenses, the employee will incur one year of commitment to the Town. If employment does not continue for this time period, then the employee must repay the entire amount of the tuition or related cost that was paid for the last prior 12 months of the year of employment. However, such repayment will not be required if the termination of employment is due to death, long-term disability, or involuntary termination for any reason other than cause.

Any signed contracts between an employee and the Town of Berlin for a specific certification, training, license, or any other educational course/benefit take precedence over this section. This includes any contracts for schooling.

6.96.8 Vacation Leave

Full-Time Employees will accrue vacation days based on the number of years employed, and according to the following schedule, which may be amended from time to time:

Year 1:	1.85 hours per pay period /6 days per year
Year 2-5:	3.70 hours per pay period /12 days per year
Year 6-15:	5.54 hours per pay period /18 days per year
Year 16-20:	7.39 hours per pay period /24 days per year
Year 21+:	9.24 hours per pay period /30 days per year

Vacation accrual rates will be increased effective the first pay period following the employee's anniversary date. ~~Part-time employees who work at least 40 hours per pay period regularly shall accrue Vacation leave at half the rate of Full Time employees.~~

~~All leave will be accounted for on a fiscal year basis.~~

~~Year-one vacation accrual begins with the employee's first paycheck. at a~~ Vacation may be accrued, but not used until the employee has completed six (6) months of satisfactory employment; ~~unless otherwise approved by the Department Head.~~ The Town Administrator, ~~upon recommendation of the employee's Department Head,~~ may advance up to ~~40 hours~~~~five (5) days~~ vacation prior to its actual accrual or the employee's eligibility, with sufficient cause; ~~future ongoing accruals will be applied against the advanced balance until satisfied.~~

Unused vacation may be carried over from one fiscal year to the next up to a maximum of ~~thirty (30) days~~~~240~~ accumulated ~~hours~~. Vacation in excess of ~~thirty (30) days~~~~240 hours~~ will be **forfeited** at the start of the fiscal year. **The Town Administrator will not approve any carryover of vacation time from one fiscal year to the next.**

Vacation requested by Department Heads must be approved by the Town Administrator. In the event of conflicting requests for leave within an individual department, the Department Head or Town Administrator shall grant requests based on the earliest ~~dated submitted~~ request ~~or other considerations, seniority, and when applicable, job necessity.~~ Generally, vacation requests will not be accepted more than six months in advance; it is the responsibility of the employee to obtain approval before finalizing vacation plans. In extreme circumstances with the approval of the Town Administrator, it may be necessary to cancel an employee's previously approved vacation.

A Department Head may approve vacation leave of up to four weeks for an employee, any time in excess of four weeks must be approved in writing by the Town Administrator.

~~Any employee who fails to report for work without proper notification for a period of two (2) consecutive working days will be deemed to have resigned.~~ Resigning employees will only be paid for unused vacation with their final check, provided that they have given proper notice of their resignation at least two (2) weeks in advance of their last working day. Payment for unused vacation accrued by an employee who has not given proper notice may be approved by the Town Administrator, subject to the approval of the Mayor, with sufficient cause.

Employees terminated as a result of the abolishment or consolidation of their position, layoffs, or other circumstances beyond the employee's control will be paid for unused accrued vacation ~~accrued~~ along with their last regular paycheck.

6-106.9 Vacation Buy Back

~~The purpose of this policy is to explain the procedure for annual vacation buy-back.~~ Town of Berlin offers a Vacation buy-back program. Vacation buy-back is provided as an optional benefit, subject to budgetary constraints, for eligible employees who elect to convert vacation into cash value on an annual basis.

~~The Town of Berlin caps vacation hour banks in accordance with the established accrual schedule. Currently, if an employee is in a position where the accrued amount exceeds 240 hours at the end of the fiscal year, those hours are forfeited.~~

Applicability

This policy is applicable to all employees who are eligible to accrue vacation and who elect to sell back their accrued unused vacation hours to the Town of Berlin. [The allowances and restrictions for Vacation buy-back may be amended from year to year.](#)

Eligibility Criteria

- ~~A. Full-time employees may sell back a maximum of 60 hours per year, and eligible part time employees may sell back a maximum of 40 hours per year.~~
- ~~B. The employee must have at least 160 hours of vacation (projected based on employee accrual rate) at the end of the fiscal year to be eligible to participate.~~
- ~~C. After the payout has been completed the employee must have 100 hours of vacation remaining or the sell back is void.~~
- ~~D. B. The employee must make the request for to participate in the buy back program in writing by completing the employee vacation buy back form. Forms are to be turned into the Human Resources Director by May 15th or the following Monday if it falls on a weekend, and eOnce received by the Human Resources Director the election is non-revocable.~~
- ~~C. The employee must have taken at least 40 hours of vacation in the previous twelve months, prior to May 15th.~~
- ~~D. Effective on the May 15th deadline, the employee must have 100 hours of vacation remaining after deducting the desired hour for buy-back.~~
- ~~The employee must have taken at least 40 hours of vacation in the previous twelve months, prior to May 15th.~~

- E. The pay rate used is the employee's base rate of pay as of June 30 May 15th of the year the application is made.

~~The employee must have taken at least 40 hours of vacation in the previous twelve months, prior to April 30.~~ May 15th.

- F. Buy-back checks will be processed by the Human Resources Director between May 15th and June 30th of that fiscal year.

Procedures/Responsibility of the Human Resources Director

- A. The Human Resources Director will have a request form that will be made available to all eligible employees, during the budget process. Requesting employees are to complete the form notifying the Human Resources Director of their intent to sell vacation hours and the number of hours. This form must be received by the Human Resources office no later than April 30 May 15th. There will be no exceptions to this due date.
- B. ~~During the month of June~~ After May 15th and prior to processing the buy-back checks, notification of approval or denial will be given. ~~in the year of the buy-back request, a confirmation letter will be sent to all employees who requested to sell back vacation hours.~~ The employee shall receive payment for the requested hours before the end of July of the new fiscal year.
- C. The payment will be at 80% of the ~~calculation~~ regular base rate of pay. This is a voluntary election by the employee with the understanding that the payout is at 80% of the employee's base rate of pay ~~value~~. Simply stated, for every 10 hours the employee wishes to sell back, they will receive an actual payment of 8 hours. All required income taxes will be deducted accordingly.

6-116.10 Sick Leave-Full Time Employees

Full-Time employees shall accrue Sick Leave at the rate of 3.70 hours per pay ~~one (1) day per month~~, beginning on the date of hire.

Probationary employees shall be eligible to use such sick leave as they have accrued during that probationary period. Leave in excess of that accrual will be without pay unless advanced.

Sick Leave may be advanced up to ~~fifteen (15) days~~ 120 hours with the approval of the Town Administrator, or in excess of ~~fifteen (15) days~~ 120 hours, with the approval of the Mayor for serious or emergency illness; future ongoing accruals will be applied against the advanced balance until satisfied.

Sick leave covers those situations in which an employee is absent from work due to:

- To care for or treat the employee's mental or physical illness, injury, or condition;
- ~~The employee's own inability to work due to physical injury or illness or quarantine;~~

- The need to care for the employee's spouse, ~~dependent~~ children, parents, sibling, or other relatives as part of employee's household due to serious illness or disability; medical or dental appointments for the employee, ~~dependent child~~, or spouse, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
 - Use of a prescription drug that impairs job performance or safety;
 - Actual periods of temporary disability ~~associated with pregnancy or childbirth that are~~ substantiated by a medical certificate.
- The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member, and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of domestic violence, sexual assault, or stalking

Commented [KJ55]: The State recognizes this, so we feel we should too.

A doctor's certificate ~~is required~~may be required when an employee is absent for three or more consecutive days ~~or if the employee has missed more than five days in a 30-day period. In addition, an employee may be required to submit a doctor's certificate that authenticates an inability to work for any absence if the employee's sick leave record shows absences of five days without a medical certificate in the prior 12 months.~~ This request for documentation would be up to each department for the employee to furnish those documents to the Human Resources Director. A sick day is considered to be 24 hours in duration. Employees who are habitually absent due to illness may be terminated if their absenteeism prevents orderly and efficient completion of assigned duties. The Town may require a fitness for duty examination, also request the opinion of a second doctor at the Town's expense, to determine whether the employee suffers from a chronic physical or mental condition that impairs their ability to perform their job.

Commented [KJ56]: LGIT employer hotline said this is not appropriate, we either request it at the time, or we do not, we cannot go back in time for prior notes. They also said asking for one every time could be viewed as harassment.

Employees who require time off work due to illness or injury may apply for leave without pay only if they have exhausted all appropriate paid leave balances.

Sick Leave may be accrued and carried over from year to year without limitation.

Retiring employees will be given credit for unused Sick Leave in accordance with the rules and regulations of the Maryland State Retirement and Pension System.

No employee shall be entitled to a cash payment or compensation for unused Sick Leave at termination or resignation.

6-126.11 Sick and Safe Leave-Part Time/Seasonal Employees

Under the Maryland Healthy Families Act, the law requires employers with 15 or more employees to provide paid sick leave for all employees. The law pertains to all employees of the town, however, the town's current sick leave policy for Full-Time employees meets and exceeds the requirements of this law therefore Full-Time employees will not receive any additional sick and safe leave. Part-Time and Seasonal employees are entitled to paid sick and safe leave under this law; this section applies only to those applicable employees.

Pursuant to Maryland law, employees are entitled to earn sick and safe leave at the rate of 1 hour for every 30 hours that an employee works up to a maximum of 40 hours. To comply with the law, employees will be awarded forty (40) hours of paid sick leave at the beginning of each year, or upon hire. The year commences on July 1st and ends on June 30th. The terms under which employees are permitted to use this leave are set forth below. Employees are not permitted to carry over any unused leave at the end of the fiscal year.

Earned SSL begins to accrue on February 11, 2018, or the date, on which the employee begins employment, whichever is later. An employee accrues earned SSL at a rate of one hour for every 30 hours the employee works; however, an employee is not entitled to earn more than 40 hours of earned SSL in a year. Up to 40 hours of unused SSL will be carried over from year to year with the employee hire date making the start of a new year. The maximum amount of SSL leave an employee may accrue is 64 hours. Once an employee earns 64 hours of SSL, they stop accruing until leave is used.

Employees are not eligible for a payout of any remaining sick and safe leave upon the termination of employment. If a former employee is rehired within 37 weeks of their latest date of termination, their unused sick and safe leave balance will be reinstated for that fiscal year.

Eligible employees must be employed for 10690 calendar days before they can use their sick and safe leave. Sick and safe leave may be used in increments of 30 minutes.

Employees are allowed to use earned sick and safe leave under the following conditions:

- To care for or treat the employee's mental or physical illness, injury, or condition;
- To obtain preventative medical care for the employee or the employee's family member;
- To care for a family member with a mental or physical illness, injury, or condition;
- For maternity or paternity leave;
- The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member, and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of domestic violence, sexual assault, or stalking

6.13 Family and Medical Leave

The Town of Berlin adheres to the As provided by the 1993 Family and Medical Leave Act (FMLA). Eligible employees shall be entitled to take up to 12 weeks of job-protected leave during a rolling any 12-month period for specific family or medical reasons as defined under the Act even if accrued leave is exhausted and the leave must be unpaid.

The Town of Berlin has chosen the "rolling" calendar year method for the purposes of calculating FMLA eligibility. The 12-month period is measured backward from the date an employee begins FMLA leave, for the following reasons:

- Birth of a child, and to care for a newborn;
- Placement with the employee of a child for adoption or foster care;
- To care for the employee's spouse, child, or parent with a serious health condition as defined by the FMLA;
- A serious health condition as defined by the FMLA that makes the employee unable to perform job functions; or

Commented [KJ57]: This makes things much easier during payroll, I manually calculate the sick leave now, it is time consuming.

Commented [KJ58]: We do not want to over complicate this. Federal mandates apply, so this is not our policy, we abide by FMLA, so we do not want to get into too much detail, we would rather see a more generalized policy stating that we abide by the act. MD time to care act will surpass this soon anyways.

• ~~A spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status, in support of a contingency operation.~~

To be eligible, an employee must have:

1. ~~Completed at least one year of employment with the Town of Berlin, and~~
2. ~~Worked at least 1,250 hours in the 12 months preceding the leave date.~~

~~Eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered military service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the military service member.~~

~~The Town of Berlin has chosen the "rolling" calendar year method for the purposes of calculating FMLA eligibility. The 12-month period is measured backward from the date an employee begins FMLA leave.~~

~~Employees who request leave due to their own personal illness or to care for an ill family member must submit a completed Health Care Provider Statement to the Human Resources Director before the leave is approved.~~

~~In certain cases, intermittent use of the 12-week time entitled under the Act entitlement or a part of the reduced workweek may be allowed by the Town of Berlin. Application for intermittent leave or a reduced work schedule must be made in writing to their Human Resources Director/Department Head who will consult with the Human Resources Director. Employees who request an intermittent leave or a reduced work schedule due to planned medical treatment must should make a reasonable effort to schedule the treatment to minimize work schedule disruption.~~

~~During FMLA leave, employees shall be entitled to maintain group health insurance coverage on the same basis as if continuing to work provided the employee continues to pay their/his share of the required premium payments.~~

~~If the employee has accrued leave of less than 12 weeks, the employee must use all other types of accrued leave before taking the remainder as unpaid leave. Paid leave substituted for unpaid FMLA leave will not extend the 12-week FMLA leave entitlement maximum of 12 weeks.~~

~~An employee who uses leave due to pregnancy or the birth of a child may use sick leave for any period of disability documented on a Health Care Provider Statement.~~

~~Employees who utilized FMLA under this policy will be restored to the same or equivalent job, pay, benefits, and other conditions of employment upon return to full-duty within the maximum 12-week time allowed per 12-month period under the Act. At the conclusion of FMLA, with approval, the employee may use any accrued leave if they are unable to return to work. Employees with no accrued leave who do not return to work or request an extension of leave in writing as defined in the FMLA required paperwork or before the expected date of return will be considered to have resigned from their employment.~~

~~At the Town's expense, the Town may request a second medical opinion/require a fitness for duty evaluation, by a physician of the Town's choice of any alleged medical condition to determine the~~

employee's ~~or~~ ability to perform the required duties set forth in their job description ~~work~~ before or during the leave.

~~A husband and wife~~ Legal Guardians, who are both employed by the Town of Berlin and eligible for FMLA leave may be limited to a combined total of the time allowed under the Act ~~12 weeks of leave~~ during the 12-month period if the leave is taken for the birth of a child or placement of a child for adoption or foster care, or other covered circumstances.

6.136.12 Personal Days

Each employee will be credited with ~~two~~ 16 hours of personal leave ~~days~~ at the start of the fiscal year. Department Directors will be awarded 32 hours of personal leave at the start of the fiscal year. Personal Leave days may be used for any reason, at any time during the fiscal year with the prior approval of the Department Head. ~~Part Time employees who work at least 40 hours per pay period regularly will receive one Personal Leave day at the start of the fiscal year.~~

Employees may not accrue personal leave days from year to year. The personal leave days for each fiscal year must be used by June 30th of that fiscal year.

Employees who begin employment after July 1, shall receive a prorated amount of personal leave equal to 1.33 hours of personal leave for each month past July.

Additional personal leave up to 16 hours may be granted to an individual employee at the request of the Department Head and upon approval of the Town Administrator.

6.146.13 Paid Holidays

All employees shall be entitled to the following paid holidays, subject to annual review and approval by the Mayor and Council:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Full-Time eEmployees who are required to work on any of those paid holidays as part of their regular shift or work schedule ~~or~~ in order to maintain continuous operations or services, or employees who are called in for an emergency, will be entitled to either overtime, or a compensatory time day of leave equal to the number of hours actually worked for the number of hours worked. If a department finds that in order to maintain continuity of a high level of service to the citizens of the Town, it may be necessary to offer their employees the ability to trade a regular workday and a scheduled holiday. This shall only be offered for consecutive business day holidays.

Part-Time employees who work ~~at least 40 hours per pay period regularly~~ a holiday shall receive ~~compensation at one and a half times their Full-Time employee regular rate of pay for the number of hours worked, rate of paid holidays not to exceed 4 hours.~~

Full-Time employees who wish to observe a holiday that is not on the Town's Holiday schedule will not be denied that right, but they must use vacation, compensatory, or personal leave for that time.

~~**The Police Department has a separate holiday pay schedule that supersedes this section of the Personnel Manual. Employees who are not required to work on any of these paid holidays as part of their regular shift or work schedule or in order to maintain continuous operations or services, but who are called in for emergencies during the course of a regular holiday, will be paid overtime, or comp time at their option, in accordance with the provisions for after hours calls set forth in these regulations.~~

6.156.14 Leave of Absence/Leave Without Pay

Upon recommendation of the employee's Department Head, the Town Administrator may grant a Leave of Absence of up to three (3) calendar months. Leave of Absence requests for periods of more than three (3) months to a maximum of one (1) calendar year may be granted by the Mayor for sufficient cause. Such leave will be taken without pay, but the employee may remain on all health and insurance benefit programs provided that the employee makes timely payment for the entire amount of premiums by an arrangement satisfactory to the Finance Director and that there is no cash cost to the Town.

If a leave of absence is granted, accrual of benefitted time will cease until the employee returns to a working status.

6.166.15 Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act, (USERRA), any regular full or part-time employee who leaves the service of the Town of Berlin to join military forces of the United States shall be placed on military leave without pay up to a maximum of 5 cumulative years except in times of war or national emergency in which case there shall be no limit. Periodic and special Reserve and National Guard training and service in time of war or emergency will not count toward the 5-year limit. Military leave will be recorded for the year October 1 through September 30.

Employees needing military leave are required to give notice as soon as practicable unless they are under orders to not provide notice or they are called up too rapidly to do so.

Such an employee shall be reinstated, as if the employee had been continuously employed, to the same employment status, for which the employee is qualified provided:

1. The employee makes application to the Town Administrator within 90 days of honorable discharge;
2. Provides documentation establishing the application for reemployment is timely;
3. Gave timely notice of the need for military leave;
4. Period of uniformed service has not exceeded the limit as stated in this section;

5. The employee is physically and mentally capable of performing the work of the position.

Employees who are required to participate in short-term active duty training programs (normally 30 days or less) in any of the United States Armed Forces Reserves or State National Guard in order to fulfill their military obligation will be authorized a Leave of Absences with pay, not to exceed two weeks in one calendar year. Employees who leave their position to participate in short-term active-duty training must report for work at the next regularly scheduled working period following their release from active duty.

Leaves of absences in excess of 2 weeks for the performance of duty, when called to active duty with the Armed forces of the United States or with a reserve component, thereof shall be granted leave with pay as follows:

In recognition of our employee's service to their country as a member of the U.S. Armed Forces or with a reserve component thereof, the Town of Berlin will provide a benefit to the employee by providing a salary differential. The Town of Berlin will pay the employee (bi-weekly) the difference between the gross salary for which the employee is paid by the Armed Services and the salary that the employee would have received had they not been called to active duty.

It will be the responsibility of the employee to forward proof of wages from the Armed Services, to the Town of Berlin payroll department so that the Town can provide the salary differential in a timely manner.

In the event the Mayor and Council of the Town of Berlin were to award salary increases in accordance with section XI: "Pay Practices", the employee will be eligible to receive this increase and will be calculated as part of the salary differential.

In the event that the active-duty employee has dependent health care coverage, the dependent coverage may continue if elected with the same subsidy and status as if the employee was working. The employee is responsible for paying the regular bi-weekly employee contributions to continue their group insurance benefits. As long as they continue to receive a bi-weekly paycheck, payroll deductions for health insurance benefits will continue. In the event the bi-weekly paycheck does not cover the employee's portion of the health insurance premium, it will be the responsibility of the employee and/or his dependent(s) to pay the premium.

If a military leave of absence takes place, accrual of benefitted time will cease until the employee returns to a working status.

6-176.16 Bereavement Leave

Employees may be granted a maximum of ~~three (3)~~four (4) working days' leave for a death in the immediate family without that time being charged against other accrued leave balances. Leave in excess of ~~three (3)~~four (4) working days, or for deaths other than an employee's immediate family, may be taken as paid leave using leave accruals, Personal or Vacation Leave in accordance with all other provisions for the applicable type of leave used.

6-186.17 Sympathy Gift and Donation

Commented [KJ59]: We really want to look into tiers, the closer the family the more leave, but who are we to define the importance of a particular family member. I am going to see what other orgs do. I think 3/4 days is not enough if you lose a spouse, sibling, or parent. 3/4 may be too many for a great grandparent. we know they can supplement the time, but we want to look into this further.

The Mayor and Council have determined it is in the best interest of the Town to acknowledge employees who have been hospitalized or injured, or in remembrance of an employee who has lost an immediate family member. Immediate family members are defined in Section 1.03, #23 of this handbook. It is also to be noted that, for the purposes of this section, elected officials are considered employees.

Sympathy gifts include flowers, a fruit basket, a care basket, or a plant. Gifts are subject to an expense not to exceed \$100 (excluding delivery). Donations in lieu of a gift may be made to a non-profit (501C3) organization, where a donation in lieu of a gift has been requested. A donation is also limited to \$100. All gifts or donations provided by the Town will include a card that states the gift is from the "Town of Berlin". No names or titles of any employee or elected official shall be placed on the card.

The Department Head or Supervisor shall use their discretion and is responsible for notification to the Town Administrator or Human Resources Director of why or when a sympathy gift or donation may be appropriate. The request must be approved by the Town Administrator or Human Resources Director. Purchases made under this policy shall be made by or at the direction of the Town Administrator or Human Resources Director.

6.23 Jury Duty & Subpoenaed Witnesses

Employees shall be granted time off with pay to serve on a jury or as a court subpoenaed witness, ~~or under subpoena.~~ If an employee is summoned or subpoenaed during a critical work period, the Town may ask the employee to request a time deferral or to be excused from duty. However, no disciplinary action will be taken if the request is not made or is denied.

Employees who serve on a jury or as a court witness will be paid up to 40 hours per week at the employee's base rate of pay; provided they supply official documentation for their service. Such documentation may include the official notice to report for jury duty and/or documentation from the court that the employee served on a jury for the applicable time period. regular pay rate provided the employee reimburses the Town in the amount of any payment received as jury compensation while serving as a juror or witness.

6.24 Department of Transportation (D.O.T.) Physical Examination

Town employees required to possess a commercial driver's license will be provided with physical examinations required by federal and state transportation laws by a health care professional of the Town's choice, at no cost to the employee. Town employees may choose to be examined at a facility of their choice but will not be reimbursed for examinations by a different health care professional. All requirements for the Department of Transportation Physical Examination are outside the purview and control of the Town of Berlin and no practices or policies of the Town are to be considered as supplanting or superseding applicable regulations.

END OF SECTION

SECTION 7 DISCIPLINE AND TERMINATION

7.01 General Provisions

Violation of any work rule will be cause for disciplinary action or actions up to and including termination as specified in this section. It is the specific intent of these regulations to allow discretion in the disciplining of employees so that the disciplinary action taken befits the nature of the violation, either in its magnitude or in the number of repeated minor violations.

7.02 Progressive Discipline Actions

Disciplinary action may take any of the following forms, depending on the nature of the violation and the number of previous infractions, warnings, or disciplinary actions for the same type of violation:

- Counseling: A Department Head or Supervisor talks to the employee and advises the employee of a minor violation of a rule or regulation.
- Verbal warning: For minor or first-time violations. The employee is warned not to repeat the infraction. No written reprimand is inserted in the employee's personnel file, but a note that the employee was verbally warned, initialed by the supervisor should be documented and placed in the file for the sake of a written record.
- Written reprimand: For first violations of a serious nature, or for ~~more~~ repeat minor violations ~~that are repeat offenses~~ for which the employee has been warned with written documentation to that effect. In addition to a statement of the offense, the written reprimand should contain the dates and types of previous warnings as well as any terms, conditions, standards, or expectations that the supervisor sets for the employee's improvement. The Department Head and the supervisor shall review the written reprimand with the Town Administrator and then the employee shall be given a copy of the written reprimand. The reprimand shall be discussed with the employee, and the employee shall sign the original to acknowledge receipt, as well as acknowledgment of his understanding of the seriousness of the offense and the supervisor's expectations for improvement. The reprimand should specifically state the next action(s) that will be taken if the same violation reoccurs, such as suspension, termination, or loss of leave, depending on the nature of the offense.
- Suspension without pay: For a serious or repeated violation for which an employee has been repeatedly warned, and for which at least one (1) written reprimand has been issued, with written documentation to that effect. A Department Head may suspend an employee without pay for a period from one (1) to three (3) days, with approval from the Town Administrator. The Town Administrator may, with the approval of the Mayor, suspend an employee for a period greater than (3) days, but not greater than ten (10) days, upon recommendation by the Department Head. If this is a repeated violation, t~~The~~ suspension must be specifically stated as the next step in the previously written reprimand. Suspensions greater than ten (10) days will be considered as suspension without pay with intent to discharge.
- Termination of employment: ~~For the most serious violation or for repeated violations for which an employee has been warned and has received one (1) or more written reprimands, with written~~

documentation to that effect. Upon recommendation of a Department Head and sufficient documentation of the offense or previous warnings and reprimands, the Town Administrator may, with the approval of the Mayor terminate the employment of any employee below the level of Department Head. Dismissal of any Department Head may only be made by the Mayor, with the approval of the Council as stated in Section C4-4 of the Town Charter.

Any disciplinary action is subject to the employee's right to appeal in accordance with the procedures set forth in Section 8 of these regulations.

7.03 Removal of Disciplinary Actions from Employee Files

Employees who have had disciplinary action taken against them may request the removal of disciplinary records after having completed ~~six months~~ one year of service without further disciplinary actions. Removal of the disciplinary records will be at the discretion of the department head in consultation with the Town Administrator and the Human Resources Director.

Commented [KJ60]: We feel 6 months is not enough time. LGIT recommends keeping at least 6 months of documentation before terminating someone, so we felt at least a year was more appropriate. We are at will though, so it is not required, just recommended.

7.04 Termination

Voluntary Termination: Voluntary termination from Town employment shall be defined as:

- Voluntary resignation: 2 weeks of notice of resignation shall be given and worked; or
- Voluntary Quit: Employees, who quit without notice, walk off the job, or are absent from work for 2 or more consecutive days without the appropriate notice will be considered to have voluntarily quit their job and will not be eligible for rehiring except in cases of extenuating circumstances approved by the Town Administrator.

Discharge: An employee may be discharged from Town employment for ~~any of the reasons listed below~~ reasons including, but not limited to the following:

- During or at the end of the employee's probationary period, the employee may be discharged when the Department Head and Town Administrator agree that the employee is not suitable for Town employment;
- As a result of disciplinary action;
- Due to the loss of skills, certifications, or other conditions which would make the employee unqualified or unfit for service;
- When the Mayor and Council have made a determination that a lack of work or funding exists with respect to the employee's position;
- If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Termination must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements; or
- Whenever the Mayor and Council ~~determine to~~ make changes deemed to be in the best interests of the Town.

Layoff: The Mayor and Council may lay off employees for lack of work, budgetary restrictions, or other changes that have taken place;

- Temporary employees or employees who have not completed their probationary period will be laid off before regular employees are affected;
- In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal;
- Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

Retirement: The applicable provisions of the Maryland State Retirement & Pension System ([MSRS](#)) shall apply. Until the appropriate documentation retirement paperwork is submitted to MSRS, the employees request will remain confidential, and the employee may withdraw the request. Upon submission to MSRS, it is irrevocable and cannot be changed by the employee or the employer. Once the retirement paperwork is deemed irrevocable the Department Head will be notified of the pending retirement in order to ensure the continued operations of the Town. retirement paperwork the appropriate documentation

Death: Upon the death of an active regular full-time employee, all compensation due plus any other benefits due shall be paid to the surviving spouse or estate of the employee. Any personal belongings on Town property would be required to be collected by the surviving spouse unless the employee has indicated in writing that they want someone else to collect their personal belongings upon death.

Employees leaving Town employment must return all Town property including keys, badges, equipment, uniforms, etc. prior to the last day of work; this must be verified with the Department Head before the employee's last day of work. It is the employee's responsibility to schedule an exit interview with the Human Resources Director prior to the last day of work, exit interviews are required for any employee who has completed their probationary period.

All final payments for an employee's accrued leave balances will be made in one lump payment, unless otherwise agreed upon by the employee and the Human Resources Director; up to a maximum of two payments. It is not the responsibility of the Town of Berlin to determine any impacts to personal tax considerations.

Regardless of termination or resignation reasoning, an employee must work the last two weeks of employment, unless the employee has a previously approved medical appointment, or an exception has been made by the Town Administrator. Employees who are discharged for misconduct, or resign in lieu of termination, or do not provide proper notice, are not eligible for rehire.

END OF SECTION

Commented [KJ61]: We have a lot of people ask that I not say anything to the department until they want to. I try to abide by their request, but sometimes they wait until the last minute and we could have possibly already advertised/hired/trained someone as their replacement.

SECTION 6 EMPLOYEE BENEFITS

6.01 Health and Life Insurance

All full-time employees shall be entitled to membership in the Town's Group Health and Life Insurance program effective the first day of employment. The Town will pay the cost of Life Insurance coverage for each employee. The cost of employees' individual health insurance will be primarily borne by the Town with the amount of the employee's contribution towards that individual or dependent coverage to be determined by the Mayor and Council annually.

Employees who elect not to participate in the group health insurance offered by the Town will be required to sign a waiver of coverage form provided by the Human Resources Director and must also provide proof of other insurance coverage to be eligible for exclusion from the Town's group policy. Such employees will still be covered by the group life insurance policy at no cost to the employee. If the employee chooses to not participate in the group health insurance, there will be no additional benefit/compensation amount awarded in lieu of.

6.2 Section 125 Cafeteria Plan

For eligible insurance and other benefit plans, employees may elect to have their contributions withheld pre-taxed. Participation is subject to all applicable benefit plans and IRS regulations, including that elections are generally irrevocable until the end of the plan year unless the participant requests a change in status election consistent with IRS Section 125.

6.3 Maryland State Pension / Retirement System

All employees who are scheduled to work in excess of 500 hours annually shall be enrolled in the Maryland State Pension/Retirement System according to the procedures of those systems at the time of hiring. Maryland State Pension System contributions will be 7% of employee's gross pay with the Town contributing based on Maryland State Pension System requirements.

6.4 Workers' Compensation

All employees will be covered under the Town's Workers' Compensation Insurance Policy in effect during the term of their employment.

If an employee is eligible to receive a payment directly from the Workers' Compensation Insurance Provider, absence due to illness or injury covered under Workers' Compensation will not be deducted from an employee's accrued leave. Workers' Compensation payments typically do not cover an amount equal to 100% of the employee's weekly earnings.

Employees on Worker's Compensation Leave may utilize other forms of accrued leave such as compensatory, personal, sick, or vacation leave to supplement their Workers' compensation payments. While an employee is out on Workers' Compensation Leave, the accrual of benefitted time will cease until the employee returns to a working status. Employees on Worker's Compensation Leave shall be entitled to maintain group health insurance coverage on the same basis as if continuing to work provided the employee continues to pay their share of the required premium payments.

Employees have the right to obtain independent legal counsel to represent them under their Workers' Compensation Claim. The Town is limited in its ability to interact with the Workers' Compensation Insurance Provider, or any legal counsel obtained, on the employee's behalf.

The Town has no obligation to continue employment for any specified period outside of the timeframe set forth by FMLA or to hold the employees' position until they can return to work. Depending on the severity of the claim, the employee may be asked to complete FMLA paperwork.

If an employee is terminated while out on Workers' Compensation, the employee may be eligible for rehire after being cleared to return to work.

If an employee has been cleared to return to work after a Workers' Compensation Claim, the Town may require, at the Town's expense, a fitness for duty evaluation, by a physician of the Town's choice to determine the employee's ability to perform the required duties outlined in their job description.

6.5 Deferred Compensation Plan

All employees shall be entitled to participate, at their option, in the Town's Deferred Compensation Plan, through payroll deduction. Any obligations, express or implied, between the employee and the Deferred Compensation Plan Administrator or their investment plans shall be the sole responsibility of the employee. The Town's responsibility shall be limited to the administration of the group's participation, and the timely submission of payroll deductions authorized by the employee to the Deferred Compensation Plan Administrator; the Town is not responsible for administration of, or providing advice regarding, an individual employee's participation in the plan. Employees must notify the Human Resources Director of any changes to their plan so timely payroll deductions can be made.

6.6 Uniforms & Personal Protective Equipment

Applicable employees may be provided uniforms by the Town of Berlin. Uniforms shall be turned into the Town upon employee termination.

Personal protective equipment (PPE) shall be provided by the Town at no expense to the employee. The equipment required is determined by the Department Head to allow for safe working conditions. Specialized, personal equipment such as eyewear, boots, and other equipment shall be reimbursable to the employee upon the presentation of qualified documentation as determined by the Department Head and Finance Director. Please refer to the attached PPE reimbursement memo/schedule.

6.7 Education, Certifications, Licensing

All employees are eligible to receive job-related educational benefits. Participation in any given educational program, whether required or non-required, must be pre-approved by the Town Administrator prior to the employee's enrollment if the employee will be requesting reimbursement. Enrollment fees for the required courses will be paid directly by the Town whenever possible by approved Purchase Order.

The determination of whether education is required or non-required, and thereby the means of payment of the education costs, shall be made by the terms of the employee's job description or employment contract where applicable. In the absence of written standards for the position, the Town Administrator shall make the final determination, subject to the approval of the Mayor and Council whenever applicable.

Required education: Classes, seminars, certification programs, licensing programs, or other similar continuing education units that are required by the Town as a condition of employment, or by a State licensing regulation, applicable to that position, will be paid in full by the Town subject to an employment contract if applicable.

Employees attending required educational courses shall be considered to be on the job for those hours spent in class, as well as during any hours spent traveling to and from those required classes, whether or not those classes are conducted during regular business hours. If required classes are conducted outside regular business hours, the employee will be credited with compensatory time for the amount of time spent on an hour for hour basis. Overtime or time and one-half compensatory time will not be paid for after-hours class attendance. Attendance at required classes during regular business hours will be credited as if the employee were performing their regular duties and shall not be deducted from any accrued leave. For classes requiring an overnight stay, the employee will be credited with class and travel time only. If possible, the Department Head shall adjust the employees' regular working hours to accommodate class time and avoid exceeding 40 hours per week.

Non-required education: Job-related classes, degree programs that are not required as a condition of employment or licensing will be paid for by the Town in an amount equal to 100% of the tuition cost of such education on a reimbursement basis, upon presentation by the employee of evidence of a passing grade and a receipt or other sufficient documentation showing payment of that tuition. The Town Administrator shall determine whether or not the degree program is job-related in advance of the employee's enrollment. Reimbursement will be for tuition only and will not cover registration, books and related educational materials, graduation fees, or any other non-tuition costs. Tuition reimbursements under the IRS rules (Publication 15-B) limit the amount that may be excluded from taxable wages. This amount will change from time to time; employees are encouraged to check the IRS rules for the current limit. Any amount provided to an employee that exceeds the limit will be added to the employees' taxable wages for the year of reimbursement.

Employees attending non-required, job-related educational courses will do so in their own time, with no other compensation beyond what is outlined above, unless another agreement was approved by the Town Administrator with approval from the Mayor and Council. Employees may attend non-required, job-related courses during normal business hours with the approval of the employee's supervisor, Department Head, and the Town Administrator, so long as, in the judgment of the Department Head, the

employee is still able to attend to his regular duties. Such attendance will be deducted from the employee's accrued leave.

Repayment: If the Town approves and makes payment for a degree-related program or licensing/certification program, the employee will be obligated to continue their employment on a year for year basis which would begin after the completion of the employee's first year of the related program. For every year of reimbursed education, licensing, or certification expense, the employee will incur one year of commitment to the Town. If employment does not continue for this time period, then the employee must repay the entire amount of the tuition or related cost that was paid for the prior 12 months of employment. However, such repayment will not be required if the termination of employment is due to death, long-term disability, or involuntary termination for any reason other than cause.

Any signed contracts between an employee and the Town of Berlin for a specific certification, training, license, or any other educational course/benefit take precedence over this section. This includes any contracts for schooling.

6.8 Vacation Leave

Full-Time Employees will accrue vacation days based on the number of years employed, and according to the following schedule, which may be amended from time to time:

Year 1:	1.85 hours per pay period
Year 2-5:	3.70 hours per pay period
Year 6-15:	5.54 hours per pay period
Year 16-20:	7.39 hours per pay period
Year 21+:	9.24 hours per pay period

Vacation accrual rates will be increased effective the first pay period following the employee's anniversary date.

Year-one vacation accrual begins with the employee's first paycheck. Vacation may be accrued, but not used until the employee has completed six (6) months of satisfactory employment, unless otherwise approved by the Department Head. The Town Administrator, upon recommendation of the employee's Department Head, may advance up to 40 hours vacation prior to its actual accrual or the employee's eligibility, with sufficient cause; future ongoing accruals will be applied against the advanced balance until satisfied.

Unused vacation may be carried over from one fiscal year to the next up to a maximum of 240 accumulated hours. Vacation in excess of 240 hours will be **forfeited** at the start of the fiscal year. **The Town Administrator will not approve any carryover of vacation time from one fiscal year to the next.**

Vacation requested by Department Heads must be approved by the Town Administrator. In the event of conflicting requests for leave within an individual department, the Department Head or Town Administrator shall grant requests based on the earliest submitted request or other considerations. Generally, vacation requests will not be accepted more than six months in advance; it is the responsibility of the employee to obtain approval before finalizing vacation plans. In extreme circumstances with the

approval of the Town Administrator, it may be necessary to cancel an employee's previously approved vacation.

A Department Head may approve vacation leave of up to four weeks for an employee, any time in excess of four weeks must be approved in writing by the Town Administrator.

Resigning employees will only be paid for unused vacation with their final check, provided that they have given proper notice of their resignation at least two (2) weeks in advance of their last working day. Payment for unused vacation accrued by an employee who has not given proper notice may be approved by the Town Administrator, subject to the approval of the Mayor, with sufficient cause.

Employees terminated as a result of the abolishment or consolidation of their position, layoffs, or other circumstances beyond the employee's control will be paid for unused accrued vacation along with their last regular paycheck.

6.9 Vacation Buy Back

The Town of Berlin offers a Vacation buy-back program. Vacation buy-back is provided as an optional benefit, subject to budgetary constraints, for eligible employees who elect to convert vacation into cash value on an annual basis.

Applicability

This policy is applicable to all employees who are eligible to accrue vacation and who elect to sell back their accrued unused vacation hours to the Town of Berlin. The allowances and restrictions for Vacation buy-back may be amended from year to year.

Eligibility Criteria

- A. Full-time employees may sell back a maximum of 60 hours per year.
- B. The employee must make the request to participate in the buy back program in writing by completing the employee vacation buy back form. Forms are to be turned into the Human Resources Director by May 15th or the following Monday if it falls on a weekend. Once received by the Human Resources Director the election is non-revocable.
- C. The employee must have taken at least 40 hours of vacation in the previous twelve months, prior to May 15th.
- D. Effective on the May 15th deadline, the employee must have 100 hours of vacation remaining after deducting the desired hour for buy-back.
- E. The pay rate used is the employee's base rate of pay as of May 15th of the year the application is made.
- F. Buy-back checks will be processed by the Human Resources Director between May 15th and June 30th of that year.

Procedures/Responsibility of the Human Resources Director

- A. The Human Resources Director will have a request form that will be made available to all eligible employees, during the budget process. Requesting employees are to complete the form notifying the Human Resources Director of their intent to sell vacation hours and the

number of hours. This form must be received by the Human Resources office no later than May 15th. There will be no exceptions to this due date.

- B. After May 15th and prior to processing the buy-back checks, notification of approval or denial will be given.
- C. **The payment will be at 80% of the regular base rate of pay. This is a voluntary election by the employee with the understanding that the payout is at 80% of the employee's base rate of pay. Simply stated, for every 10 hours the employee wishes to sell back, they will receive an actual payment of 8 hours. All required income taxes will be deducted accordingly.**

6.10 Sick Leave-Full Time Employees

Full-Time employees shall accrue Sick Leave at the rate of 3.70 hours per pay , beginning on the date of hire.

Probationary employees shall be eligible to use such sick leave as they have accrued during that probationary period. Leave in excess of that accrual will be without pay unless advanced.

Sick Leave may be advanced up to 120 hours with the approval of the Town Administrator, or in excess of 120 hours, with the approval of the Mayor for serious or emergency illness; future ongoing accruals will be applied against the advanced balance until satisfied.

Sick leave covers those situations in which an employee is absent from work due to:

- To care for or treat the employee's mental or physical illness, injury, or condition;
- The need to care for the employee's spouse, children, parents, sibling, or other relatives as part of employee's household due to serious illness or disability; medical or dental appointments for the employee, child, or spouse, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- Use of a prescription drug that impairs job performance or safety;
- Actual periods of temporary disability that are substantiated by a medical certificate.
- The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member, and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of domestic violence, sexual assault, or stalking

A doctor's certificate may be required when an employee is absent for three or more consecutive days or if the employee has missed more than five days in a 30-day period. This request for documentation would be up to each department for the employee to furnish those documents to the Human Resources Director. A sick day is considered to be 24 hours in duration. Employees who are habitually absent due to illness may be terminated if their absenteeism prevents orderly and efficient completion of assigned duties. The Town may require a fitness for duty examination, at the Town's expense, to determine whether the employee suffers from a chronic physical or mental condition that impairs their ability to perform their job.

Employees who require time off work due to illness or injury may apply for leave without pay only if they have exhausted all appropriate paid leave balances.

Sick Leave may be accrued and carried over from year to year without limitation.

Retiring employees will be given credit for unused Sick Leave in accordance with the rules and regulations of the Maryland State Retirement and Pension System.

No employee shall be entitled to a cash payment or compensation for unused Sick Leave at termination or resignation.

6.11 Sick and Safe Leave-Part Time/Seasonal Employees

Under the Maryland Healthy Families Act, the law requires employers with 15 or more employees to provide paid sick leave for all employees. The law pertains to all employees of the town, however, the town's current sick leave policy for Full-Time employees meets and exceeds the requirements of this law therefore Full-Time employees will not receive any additional sick and safe leave. Part-Time and Seasonal employees are entitled to paid sick and safe leave under this law; this section applies only to those applicable employees.

Pursuant to Maryland law, employees are entitled to earn sick and safe leave at the rate of 1 hour for every 30 hours that an employee works up to a maximum of 40 hours. To comply with the law, employees will be awarded forty (40) hours of paid sick leave at the beginning of each year, or upon hire. The year commences on July 1st and ends on June 30th. The terms under which employees are permitted to use this leave are set forth below. Employees are not permitted to carry over any unused leave at the end of the fiscal year.

Employees are not eligible for a payout of any remaining sick and safe leave upon the termination of employment. If a former employee is rehired within 37 weeks of their latest date of termination, their unused sick and safe leave balance will be reinstated for that fiscal year.

Eligible employees must be employed for 90 calendar days before they can use their sick and safe leave. Sick and safe leave may be used in increments of 30 minutes.

Employees are allowed to use earned sick and safe leave under the following conditions:

- To care for or treat the employee's mental or physical illness, injury, or condition;
- To obtain preventative medical care for the employee or the employee's family member;
- To care for a family member with a mental or physical illness, injury, or condition;
- For maternity or paternity leave;
- The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member, and the leave is being used: (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of domestic violence, sexual assault, or stalking

6.13 Family and Medical Leave

The Town of Berlin adheres to the 1993 Family and Medical Leave Act (FMLA). Eligible employees shall be entitled to take job-protected leave during a rolling 12-month period for specific family or medical reasons as defined under the Act even if accrued leave is exhausted and the leave must be unpaid.

The Town of Berlin has chosen the “rolling” calendar year method for the purposes of calculating FMLA eligibility. The 12-month period is measured backward from the date an employee begins FMLA leave.

In certain cases, intermittent use of the time entitled under the Act may be allowed by the Town of Berlin. Application for intermittent leave or a reduced work schedule must be made in writing to their Department Head who will consult with the Human Resources Director. Employees who request an intermittent leave or a reduced work schedule should make a reasonable effort to minimize work schedule disruption.

During FMLA leave, employees shall be entitled to maintain group health insurance coverage on the same basis as if continuing to work provided the employee continues to pay their share of the required premium payments.

Employees who utilized FMLA under this policy will be restored to the same or equivalent job, pay, benefits, and other conditions of employment upon return to full-duty within the maximum time allowed under the Act. At the conclusion of FMLA, with approval, the employee may use any accrued leave if they are unable to return to work. Employees with no accrued leave who do not return to work or request an extension of leave in writing as defined in the FMLA required paperwork will be considered to have resigned from their employment.

At the Town’s expense, the Town may require a fitness for duty evaluation, by a physician of the Town’s choice to determine the employee’s ability to perform the required duties set forth in their job description before or during the leave.

Legal Guardians, who are both employed by the Town of Berlin and eligible for FMLA leave may be limited to a combined total of the time allowed under the Act during the 12-month period if the leave is taken for the birth of a child or placement of a child for adoption or foster care, or other covered circumstances.

6.12 Personal Days

Each employee will be credited with 16 hours of personal leave at the start of the fiscal year. Department Directors will be awarded 32 hours of personal leave at the start of the fiscal year. Personal Leave days may be used for any reason, at any time during the fiscal year with the prior approval of the Department Head.

Employees may not accrue personal leave days from year to year. The personal leave days for each fiscal year must be used by June 30th of that fiscal year.

Employees who begin employment after July 1, shall receive a prorated amount of personal leave equal to 1.33 hours of personal leave for each month past July.

Additional personal leave up to 16 hours may be granted to an individual employee at the request of the Department Head and upon approval of the Town Administrator.

6.13 Paid Holidays

All employees shall be entitled to the following paid holidays, subject to annual review and approval by the Mayor and Council:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Full-Time employees who are required to work on any of those paid holidays as part of their regular shift or work schedule in order to maintain continuous operations or services, or employees who are called in for an emergency, will be entitled to either overtime, or compensatory time for the number of hours worked. If a department finds that in order to maintain continuity of a high level of service to the citizens of the Town, it may be necessary to offer their employees the ability to trade a regular workday and a scheduled holiday. This shall only be offered for consecutive business day holidays.

Part-Time employees who work a holiday shall receive compensation at one and a half times their regular rate of pay for the number of hours worked. .

Full-Time employees who wish to observe a holiday that is not on the Town's Holiday schedule will not be denied that right, but they must use vacation, compensatory, or personal leave for that time.

****The Police Department has a separate holiday pay schedule that supersedes this section of the Personnel Manual.**

6.14 Leave of Absence/Leave Without Pay

Upon recommendation of the employee's Department Head, the Town Administrator may grant a Leave of Absence of up to three (3) calendar months. Leave of Absence requests for periods of more than three (3) months to a maximum of one (1) calendar year may be granted by the Mayor for sufficient cause. Such leave will be taken without pay, but the employee may remain on all health and insurance benefit programs provided that the employee makes timely payment for the entire amount of premiums by an arrangement satisfactory to the Finance Director and that there is no cash cost to the Town.

If a leave of absence is granted, accrual of benefitted time will cease until the employee returns to a working status.

6.15 Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act, (USERRA), any regular full or part-time employee who leaves the service of the Town of Berlin to join military forces of the United States shall be placed on military leave without pay up to a maximum of 5 cumulative years except in times of war or national emergency in which case there shall be no limit. Periodic and special Reserve and National Guard training and service in time of war or emergency will not count toward the 5-year limit. Military leave will be recorded for the year October 1 through September 30.

Employees needing military leave are required to give notice as soon as practicable unless they are under orders to not provide notice or they are called up too rapidly to do so.

Such an employee shall be reinstated, as if the employee had been continuously employed, to the same employment status, for which the employee is qualified provided:

1. The employee makes application to the Town Administrator within 90 days of honorable discharge;
2. Provides documentation establishing the application for reemployment is timely;
3. Gave timely notice of the need for military leave;
4. Period of uniformed service has not exceeded the limit as stated in this section;
5. The employee is physically and mentally capable of performing the work of the position.

Employees who are required to participate in short-term activity duty training programs (normally 30 days or less) in any of the United States Armed Forces Reserves or State National Guard in order to fulfill their military obligation will be authorized a Leave of Absences with pay, not to exceed two weeks in one calendar year. Employees who leave their position to participate in short-term active-duty training must report for work at the next regularly scheduled working period following their release from active duty.

Leaves of absences in excess of 2 weeks for the performance of duty, when called to active duty with the Armed forces of the United States or with a reserve component, thereof shall be granted leave with pay as follows:

In recognition of our employee's service to their country as a member of the U.S. Armed Forces or with a reserve component thereof, the Town of Berlin will provide a benefit to the employee by providing a salary differential. The Town of Berlin will pay the employee (bi-weekly) the difference between the gross salary for which the employee is paid by the Armed Services and the salary that the employee would have received had they not been called to active duty.

It will be the responsibility of the employee to forward proof of wages from the Armed Services, to the Town of Berlin payroll department so that the Town can provide the salary differential in a timely manner.

In the event the Mayor and Council of the Town of Berlin were to award salary increases in accordance with section XI: "Pay Practices", the employee will be eligible to receive this increase and will be calculated as part of the salary differential.

In the event that the active-duty employee has dependent health care coverage, the dependent coverage may continue if elected with the same subsidy and status as if the employee was working. The employee

is responsible for paying the regular bi-weekly employee contributions to continue their group insurance benefits. As long as they continue to receive a bi-weekly paycheck, payroll deductions for health insurance benefits will continue. In the event the bi-weekly paycheck does not cover the employee's portion of the health insurance premium, it will be the responsibility of the employee and/or his dependent(s) to pay the premium.

If a military leave of absence takes place, accrual of benefitted time will cease until the employee returns to a working status.

6.16 Bereavement Leave

Employees may be granted a maximum of four (4) working days' leave for a death in the immediate family without that time being charged against other accrued leave balances. Leave in excess of four (4) working days, or for deaths other than an employee's immediate family, may be taken as paid leave using leave accruals. Leave in accordance with all other provisions for the applicable type of leave used.

6.17 Sympathy Gift and Donation

The Mayor and Council have determined it is in the best interest of the Town to acknowledge employees who have been hospitalized or injured, or in remembrance of an employee who has lost an immediate family member. Immediate family members are defined in Section 1.03, #23 of this handbook. It is also to be noted that, for the purposes of this section, elected officials are considered employees.

Sympathy gifts include flowers, a fruit basket, a care basket, or a plant. Gifts are subject to an expense not to exceed \$100 (excluding delivery). Donations in lieu of a gift may be made to a non-profit (501C3) organization, where a donation in lieu of a gift has been requested. A donation is also limited to \$100. All gifts or donations provided by the Town will include a card that states the gift is from the "Town of Berlin". No names or titles of any employee or elected official shall be placed on the card.

The Department Head or Supervisor shall use their discretion and is responsible for notification to the Town Administrator or Human Resources Director of why or when a sympathy gift or donation may be appropriate. The request must be approved by the Town Administrator or Human Resources Director. Purchases made under this policy shall be made by or at the direction of the Town Administrator or Human Resources Director.

6.23 Jury Duty & Subpoenaed Witnesses

Employees shall be granted time off with pay to serve on a jury or as a subpoenaed witness.. If an employee is summoned or subpoenaed during a critical work period, the Town may ask the employee to request a time deferral or to be excused from duty. However, no disciplinary action will be taken if the request is not made or is denied.

Employees who serve on a jury or as a court witness will be paid up to 40 hours per week at the employee's base rate of pay provided they supply official documentation for their service. Such documentation may

include the official notice to report for jury duty and/or documentation from the court that the employee served on a jury for the applicable time period.

6.24 Department of Transportation (D.O.T.) Physical Examination

Town employees required to possess a commercial driver's license will be provided with physical examinations required by federal and state transportation laws by a health care professional of the Town's choice, at no cost to the employee. Town employees may choose to be examined at a facility of their choice but will not be reimbursed for examinations by a different health care professional. All requirements for the Department of Transportation Physical Examination are outside the purview and control of the Town of Berlin and no practices or policies of the Town are to be considered as supplanting or superseding applicable regulations.

END OF SECTION

SECTION 7 DISCIPLINE AND TERMINATION

7.01 General Provisions

Violation of any work rule will be cause for disciplinary action or actions up to and including termination as specified in this section. It is the specific intent of these regulations to allow discretion in the disciplining of employees so that the disciplinary action taken befits the nature of the violation, either in its magnitude or in the number of repeated minor violations.

7.02 Progressive Discipline Actions

Disciplinary action may take any of the following forms, depending on the nature of the violation and the number of previous infractions, warnings, or disciplinary actions for the same type of violation:

- Counseling: A Department Head or Supervisor talks to the employee and advises the employee of a minor violation of a rule or regulation.
- Verbal warning: For minor first-time violations. The employee is warned not to repeat the infraction. No written reprimand is inserted in the employee's personnel file, but a note that the employee was verbally warned, initialed by the supervisor should be documented and placed in the file for the sake of a written record.
- Written reprimand: For first violations of a serious nature, or for repeat minor violations for which the employee has been warned with written documentation to that effect. In addition to a statement of the offense, the written reprimand should contain the dates and types of previous warnings as well as any terms, conditions, standards, or expectations that the supervisor sets for the employee's improvement. The Department Head and the supervisor shall review the written reprimand with the Town Administrator and then the employee shall be given a copy of the written reprimand. The reprimand shall be discussed with the employee, and the employee shall sign the original to acknowledge receipt, as well as acknowledgment of his understanding of the seriousness of the offense and the supervisor's expectations for improvement. The reprimand should specifically state the next action(s) that will be taken if the same violation reoccurs, such as suspension, termination, or loss of leave, depending on the nature of the offense.
- Suspension without pay: For a serious or repeated violation for which an employee has been repeatedly warned, and for which at least one (1) written reprimand has been issued, with written documentation to that effect. A Department Head may suspend an employee without pay for a period from one (1) to three (3) days, with approval from the Town Administrator. The Town Administrator may, with the approval of the Mayor, suspend an employee for a period greater than (3) days, but not greater than ten (10) days, upon recommendation by the Department Head. If this is a repeated violation, the suspension must be specifically stated as the next step in the previously written reprimand. Suspensions greater than ten (10) days will be considered as suspension without pay with intent to discharge.
- Termination of employment: For the most serious violation or for repeated violations for which an employee has been warned and has received one (1) or more written reprimands, with written documentation to that effect. Upon recommendation of a Department Head and sufficient documentation of the offense or previous warnings and reprimands, the Town Administrator may, with the approval of the Mayor terminate the employment of any employee below the level of Department Head. Dismissal of any Department Head may only be made by the Mayor, with the approval of the Council as stated in Section C4-4 of the Town Charter.

Any disciplinary action is subject to the employee's right to appeal in accordance with the procedures set forth in Section 8 of these regulations.

7.03 Removal of Disciplinary Actions from Employee Files

Employees who have had disciplinary action taken against them may request the removal of disciplinary records after having completed one year of service without further disciplinary actions. Removal of the disciplinary records will be at the discretion of the department head in consultation with the Town Administrator and the Human Resources Director.

7.04 Termination

Voluntary Termination: Voluntary termination from Town employment shall be defined as:

- Voluntary resignation: 2 weeks of notice of resignation shall be given and worked; or
- Voluntary Quit: Employees, who quit without notice, walk off the job, or are absent from work for 2 or more consecutive days without the appropriate notice will be considered to have voluntarily quit their job and will not be eligible for rehiring except in cases of extenuating circumstances approved by the Town Administrator.

Discharge: An employee may be discharged from Town employment for reasons including, but not limited to the following:

- During or at the end of the employee's probationary period, the employee may be discharged when the Department Head and Town Administrator agree that the employee is not suitable for Town employment;
- As a result of disciplinary action;
- Due to the loss of skills, certifications, or other conditions which would make the employee unqualified or unfit for service;
- When the Mayor and Council have made a determination that a lack of work or funding exists with respect to the employee's position;
- If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Termination must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements; or;
- Whenever the Mayor and Council make changes deemed to be in the best interests of the Town.

Layoff: The Mayor and Council may lay off employees for lack of work, budgetary restrictions, or other changes that have taken place;

- Temporary employees or employees who have not completed their probationary period will be laid off before regular employees are affected;
- In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal;
- Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

Retirement: The applicable provisions of the Maryland State Retirement & Pension System (MSRS) shall apply. Until the appropriate documentation is submitted to MSRS, the employees request will remain confidential, and the employee may withdraw the request. Upon submission to MSRS, it is irrevocable and cannot be changed by the employee or the employer. Once the retirement paperwork is deemed irrevocable the Department Head will be notified of the pending retirement in order to ensure the continued operations of the Town.

Death: Upon the death of an active regular full-time employee, all compensation due plus any other benefits due shall be paid to the surviving spouse or estate of the employee. Any personal belongings on Town property would be required to be collected by the surviving spouse unless the employee has indicated in writing that they want someone else to collect their personal belongings upon death.

Employees leaving Town employment must return all Town property including keys, badges, equipment, uniforms, etc. prior to the last day of work; this must be verified with the Department Head before the employee's last day of work. It is the employee's responsibility to schedule an exit interview with the Human Resources Director prior to the last day of work, exit interviews are required for any employee who has completed their probationary period.

All final payments for an employee's accrued leave balances will be made in one lump payment, unless otherwise agreed upon by the employee and the Human Resources Director; up to a maximum of two payments. It is not the responsibility of the Town of Berlin to determine any impacts to personal tax considerations.

Regardless of termination or resignation reasoning, an employee must work the last two weeks of employment, unless the employee has a previously approved medical appointment, or an exception has been made by the Town Administrator. Employees who are discharged for misconduct, resign in lieu of termination, or do not provide proper notice, are not eligible for rehire.

END OF SECTION



STAFF REPORT

TO: Mayor and Council

FROM: Mary Bohlen, Town Administrator

MEETING DATE: August 28, 2023

SUBJECT: Council Chambers Audio/Visual

SUMMARY

In late March 2023, the Town asked Cards Technology to begin researching A/V and meeting management options for the Council Chambers. They reached out to other local communities and many that utilize such systems use Swagit offered by Granicus. Swagit is a “full-service video streaming and on-demand solution for local governments”, offering agenda management, streaming, closed captioning, and other features, including equipment.

*Wicomico County uses a proprietary system only used by the County and available to municipalities within the County.

For examples of the Swagit system, please refer to the Worcester County and Ocean City meeting webpages:

<https://worcestercountymd.new.swagit.com/videos/267180>

<http://oceancitymd.igm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=5845&MinuteID=5336&FileFormat=pdf&Format=Minutes&MediaFileFormat=mpeg4>

FINANCIAL IMPACT

Budget line item: 01-5100-5255

The Pricing Summary is attached and is broken down as follows:

One-Time: \$84,406.28

Annual Subscriptions: \$51,768.03 (year 1)

The One-Time cost includes camera and other equipment, as well as installation and more. The subscription costs include annual fees for access to various aspects of the software system, as well as Granicus’ support. Annual subscriptions will increase (also attached).

ARPA funds were designated for this project at \$50,000. An additional \$50,000 of ARPA was designated for digitizing documents, which could be redirected to this project.

OPTIONS FOR CONSIDERATION

- Proceed as proposed with funding shortfall funded from reserves or ARPA funds moved from digitizing documents.
- Reduce the scope of the project.
- Develop an RFP to attempt to obtain additional proposals from other companies offering similar systems.

STAFF RECOMMENDATION

At this time, staff recommends meeting with Granicus to have a demonstration of the system and the chance to ask questions. This will assist in determining there are aspects of the system that may be eliminated to reduce the cost.

From a “if money were no object” perspective, staff would recommend going with the system as presented. The Swagit system is robust, attractive, and appears to be very user friendly for both staff and the public. It will necessitate some changes in lead-up to meetings – for instance, agenda documents will need to be ready further out from the actual meeting date to ensure that the work done on Swagit’s end can be accomplished in a timely manner. Features such as closed captioning will make the Town’s meetings more accessible.



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Berlin, MD

Granicus Proposal for Berlin, MD

ORDER DETAILS

Prepared By:	Kyle Connors
Phone:	2029634536
Email:	kyle.connors@granicus.com
Order #:	Q-289672
Prepared On:	21 Jun 2023
Expires On:	19 Aug 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	6 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
Advanced Caption Encoder/Decoder	Upon Delivery	1 Each	\$9,990.00
Captioning Software Only	Upon Delivery	1 Each	\$3,220.00
Social Media eXstream Plus - Setup	Upon Delivery	1 Each	\$427.00
Avior™ PRO Remote Broadcast System - Five Camera Setup	Upon Delivery	1 Each	\$62,890.00
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	\$1,999.28
Avior™ Setup and Deployment	Upon Delivery	1 Each	\$1,080.00
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each	\$4,800.00
SUBTOTAL:			\$84,406.28

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$3,696.00
Avior™ 75	Annual	1 Each	\$27,751.39
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
Upgrades Swagit's HD default 720p to 1080p	Annual	1 Each	\$4,830.00
govDelivery for Integrations	Annual	1 Each	\$0.00
CaptionLive Standard (Automation with PM)	Annual	100 Hours	\$10,341.00
Social Media eXstream Plus	Annual	1 Each	\$3,545.39
AVIOR Control Software License	Annual	1 Each	\$1,604.25
SUBTOTAL:			\$51,768.03

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	\$3,954.72	\$4,231.55
Avior™ 75	\$29,693.99	\$31,772.57
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00
Upgrades Swagit's HD default 720p to 1080p	\$5,168.10	\$5,529.87
govDelivery for Integrations	\$0.00	\$0.00
CaptionLive Standard (Automation with PM)	\$11,064.87	\$11,839.41
Social Media eXstream Plus	\$3,793.57	\$4,059.12
AVIOR Control Software License	\$1,716.55	\$1,836.71
SUBTOTAL:	\$55,391.80	\$59,269.23

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Avior™ 75	AVIORTM 75 Managed Service SaaS: Remote Switching for up to 75 meetings per year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	<p>Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system.</p> <p>Group training includes:</p> <ol style="list-style-type: none"> 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call <p>Project Manager will conduct check in's along the way.</p>

Solution	Description
Upgrades Swagit's HD default 720p to 1080p	1080 Resolution: Upgrades Swagit's HD default 720p live streaming resolution and 720p archive resolution with no auto play embeds to 1080p (cost per year)
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
CaptionLive Standard (Automation with PM)	CaptionLive Standard - Automated Transcription Service in English with text cleanup, per hour
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Social Media eXstream Plus	Software combined with EASE™ licensing for Facebook Live, YouTube, Instagram, Twitter, LinkedIn and live streaming.
Social Media eXstream Plus - Setup	Social Media eXstream Plus - Setup
Avior™ PRO Remote Broadcast System - Five Camera Setup	Avior™ PRO Remote Broadcast System: Five HD Camera Solution
AVIOR Control Software License	Annual License Fee

Solution	Description
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-289672 dated 21 Jun 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Berlin, MD to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-289672 dated 21 Jun 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Berlin, MD	
Signature:	
Name:	
Title:	
Date:	

TOWN OF BERLIN
Quarterly Report of PJM Activities
Fourth Quarter FY 2023

April through June 2023

Month	Energy Sold (kWh)	AMP Bill ^[1]	PJM Charges	PJM ARR Credit	Fuel, Lube, Other Costs ^[2]	Total Power Costs	Cost Per kWh Sold
April	2,831,022	\$139,719	\$59,687	(\$17,041)	\$41,993	\$224,359	\$0.07925
May	2,902,257	\$138,248	\$25,810	(\$17,609)	\$42,086	\$188,535	\$0.06496
June	3,416,541	\$159,357	\$60,991	(\$19,356)	\$43,368	\$244,361	\$0.07152
Total	9,149,820	\$437,325	\$146,488	(\$54,006)	\$127,448	\$657,255	\$0.07183

PJM Capacity Charges		
Period ^[3]	Obligation	\$/kW-day
2021-22	5,215 kW	\$0.16768
2022-23	5,259 kW	\$0.09819 ^[4]
2023-24	8,147 kW	\$0.05640 ^[4]

PJM Transmission Charges		
Year	Obligation	\$/kW-day
2021	5,600 kW	\$0.11159
2022	4,700 kW	\$0.13182
2023	5,500 kW	\$0.13789 ^[4]

Upcoming Commitments

Long Term FTR Auction Various Times Throughout the Year - AMP to participate on behalf of the Town

FTR Auction (Financial Transmission Rights) -- financial instruments awarded to bidders that entitle the holder to a stream of revenues (or charges) based on congestion price differences. AMP purchased: 2023-2024: 0.8 MW 7x24 & 0.6 MW OP

Annual ARR Allocation February-April 2024 - AMP to participate on behalf of the Town

Transmission credits to offset a portion of Network Integration Transmission Service (NITS) charges. 5.2 MW awarded in the allocation.
Anticipated credit for June 1, 2023 through May 31, 2024: \$235,656.46

Annual FTR Auction April-May 2024 - AMP to participate on behalf of the Town

FTR Auction April 2023 -- financial instruments awarded to bidders that entitle the holder to a stream of revenues (or charges) based on congestion price differences.
AMP purchased 1.4 MW 7x24 and 0.5 MW OP for Berlin for June 2023 to May 2024.

Monthly FTR Auctions - AMP to participate on behalf of the Town

FTR Auctions at various times -- financial instruments awarded to bidders that entitle the holder to a stream of revenues (or charges) based on congestion price differences.
AMP purchased various monthly FTRs for Berlin July 2023 through June 2024

PJM Officer Certification Form - PJM's Minimum Participation Requirements due April 30, 2024

[1] PJM (\$0.06250/kWh purchased, January 1, 2023-December 31, 2023) 1.0 MW 7x24

AMP (rate \$0.03600/kWh purchased, January 1, 2023-December 31, 2023) Remaining Requirements, excludes Renewables

[2] Power Plant Fuel & Lube Oil Costs, Annual Net Metering Settlements, and Renewables Costs

[3] June 1 through May 31

[4] Projected



August 28, 2023 Weekly Report

Departments this Week:

Town Administrator

- First, I want to acknowledge the considerable effort undertaken by Town staff to address the remediation/renovation efforts in the Council Chambers while I was out. Kelsey and Kate, Cody and Jimmy, and many other staff members, including Public Works and seasonal employees, along with the Royal Plus team really pulled off an incredible job to go from a falling down wall with mold behind it to a cleaned-up, rebuilt wall and repainted Council Chambers in just less than two weeks; no one would have had any idea by the time the Senate Field Hearing started last Thursday afternoon.
- Because of the work in the Council Chambers several meetings were rescheduled.
- The Senate Field Hearing held on August 17th went well; due to security concerns the 2nd Floor and Customer Service staff were asked to work from home in the latter half of the day. All other departments, including administration and planning, continued as normal.
- A meeting of the Community Center Advisory Committee is scheduled for Wednesday, August 23rd at 4:30 PM.
- Reminder that most Town offices will be closed on Monday, September 4, 2023, in observance of Labor Day.

Economic and Community Development

- Submitted our (TAC) Tourist Area and Corridor sign program (brown signs) application and encouraged the museums and hotels to submit as well.
- Met with the new business owners of Treaty General Store & Relic (same owners for both) going into the large vacant spaces on Main Street.
- The Berlin Pumpkin Scavenger Hunt will take place again this year during the entire month of October.
- Working on both Small Town Throw Down & Oktoberfest events.
- Created a new holiday rack card so it can be distributed during the upcoming events.

Electric

- Dueling Way: Disconnect & Reconnect, Backup Generator
- Purnell Crossing North: Installed Street Lights
- EV Charging Station: Activation Completed
- Downtown Tree Lights: Replaced Electrical Receptacles
- Various Locations: Tree Trimming & Street Light Repairs
- Downtown Clock: Repaired
- Power Plant: Peak Shaving-Monday 8/21-(2:45pm-7:00pm)

- Waste/Water Plant: Assisted with pump issue
- Willows of Berlin-Repaired UG Primary Fault

Finance Department

- Customer Service interviews for the position
- FY 2023 Audit preparations and reporting
- FY 2023-year end closing, reporting
- DBF invoices review and processing.
- Credit card payments and processing- Shirley
- Credit card merchant processing conversion to Tyler
- Bank reconciliations and journal entries - Melissa
- Water and electric meter readings, billing, printing bills- Michelle
- Smart metering project planning and Tyler integration
- Check processing and credit card payments, review registers, checks, and Town's cards payments - Shirley.
- Department meetings scheduled, projects, and planning.
- Year-end journal entries for fixed assets and inventory
- Debt reconciliations
- PKS and Co audit planning and preparations

Human Resources Director

- I participated in an orientation on August 14th for the Maryland Certified Public Manager's Program through the University of Baltimore Schaefer Center for Public Policy. Classes start in September, but I have completed a few assignments already.
- FYI, I will be using vacation time from August 30-September 3. I will not have access to my computer during this time. I have shown Kate how to process LGIT and Worker's Comp claims in the event one occurs, they can also be done using an agent over the phone.
- Payroll processing and all reporting on 08/14/23.
- We are hiring a certified Substation Technician/Electrical Lineworker and several Police Officers and Police Communication Officers.
- I had a call with Christine Parks, Risk Manager for Ocean City, regarding Workers' Compensation Claims and how they handle those – I plan to incorporate some of their policies in our updates. This section was updated, but this portion is under review still.
- Worked with our staff, Royal Plus, and LGIT on the mitigation issues in Town Hall – ongoing due to material shortages for the wainscoting.
- Onboarded a Seasonal Hire in July and am happy to report that as of 08/14/23, he will be moving into a full-time role with Stormwater – Montrel Moore.
- Coordinating interviews with Natalie for the CSR position. We had over 20 applications, so thankfully a lot to consider. We are bringing in eight applicants for interviews between 08/23-08/28.
- Lt. Fisher, Sgt. Collins, and I conducted four cadet police interviews.

- Participated in the 'Hagerstown Light Company' salary survey. Will request a copy of the results once completed.
- Exit interview with Anthony Balsoma, his last day is 09/01/23. He is leaving water and heading to DBF, he went to school for that line of work, we wish him well!
- Participated in a call with the Ombudsman for mediation on a PIA request.
- Preparing documents for the annual financial audit and the worker's compensation audit.

Planning Department

- Issued 9 Building Permits including one for a new single-family dwelling, 2 for renovation and repair, 4 grading and excavation permits, one for a porch and garage addition, and one sign permit.
- The Board of Zoning Appeals will meet on Wednesday, August 23, 2023, at 5:30 PM.
- The Planning Commission will meet on Wednesday, August 23, 2023, at 6:00 PM.

Police Department

- 8/12: Testing (Written & Physical) for Police Recruit for January 2024 academy.
- 8/14-8/15: Chief Downing & Lt Fisher were trained on the IAPro tracking program. The program documents and tracks internal investigations, citizen complaints, commendations, response to resistance (use of force), the show of force, departmental vehicle collisions, vehicle pursuits, force entry, and MPIA requests among other selections.
- 8/17: Chief Downing led a safety and security detail for a town visit by Senator Ben Cardin followed by a Congressional Hearing which, also, included Senator Chris Van Hollen, Congressman Andy Harris among other dignitaries, the press, and the public. Chief Downing completed a Safety Plan and had daily Threat Assessments completed for the principles and the general public by the Maryland Coordination Analysis Center (Sgt Laird MSP). Chief Downing enlisted assistance from two WCSO uniformed deputies, one plainclothes MSP trooper and Pfc Marshall, Senior Officer Kerr, and A/Sgt Collins (Dock) from the Berlin Police Department
- 8/17: Lt Fisher, A/Sgt Collins, and HR Director Jensen conducted the first-day interviews for the police recruit positions.
- 8/22: Lt Fisher, A/Sgt Collins, and HR Director Jensen conducted the address day interviews for the police recruit positions.
- Collisions – 10; Arrests – 3

Public Works

- Assisted with prepping inside/outside of Town Hall for Senate Field Hearing (painting, staining, cleaning, planting, etc.).
- Our seasonals (James and Geren) have their last day on 8/24. We thank them for their help this summer and wish for their return next year.
- Street sweeper has been running almost daily to keep dirt and debris off town streets.

- Took two spinners and a swing out of service at Stephen Decatur Park, replacements will be here in the coming weeks.
- New benches, purchased by Economic Development, are set to arrive this week. They will be assembled by Public Works and set throughout town with guidance from Ivy.
- Normal trash and recycling collection.
- Grass cutting and maintenance in parks.
- Watering and maintaining flower beds around town.
- Town Hall Brickwork Repairs: East Coast Masonry will start brick repair work this Wednesday, August 23, 2023. They will be staging equipment, scaffolding, and bricks in the area as needed. They will start working on the east wall. Work is expected to take 2 to 3 weeks with the north wall consuming the most time.

Water Resources

- Working on setting up a new SCADA system and computer system
- Hauled dry sludge to the landfill.
- Cleaned drying beds.
- Locate water and sewer for new property.
- MD-RWA on site to assist in locating infrastructure on Decatur Street
- Prepared and equipped for surplus to sell.
- Water cut-offs and reconnects.
- TK Construction replacing lift station on William Street



CHECK RUN REPORTS AND CREDIT CARD
STATEMENTS WILL BE SHARED AS ADDITIONAL
DOCUMENTS ONCE AVAILABLE.