



**BERLIN MAYOR AND COUNCIL  
Meeting Agenda**

**Berlin Town Hall  
10 William Street  
Monday, August 25, 2025**

**5:00 PM WORK SESSION: Welcome Center Discussion – Council Chambers**

**6:00 PM CALL TO ORDER, REGULAR SESSION – Council Chambers**

- 1. 6:05 PM APPROVAL OF MINUTES: (*Strategic Plan: DS1*)**  
a) Regular Session Minutes of 08.11.25

**2. 6:10 PM ITEM(S) FOR APPROVAL:**

*A public comment period will now be offered after discussion by the Mayor and Council for each Item For Approval. Any person who may wish to speak will be given two (2) minutes or such time as may be deemed appropriate by the Mayor.*

- a) Motion 2025-49: Approve Special Event Application: 3 on 3 Basketball Tournament on 09/27/25, Calvary Pentecostal Church – Event Organizer Natoshia Owens (*Strategic Plan: DS1, AS4; DS6, AS3*)  
b) Motion 2025-50: MOU Approval for RecoveryWorks Berlin with Hope 4 Recovery and Worcester Goes Purple – Mayor Zack Tyndall (*Strategic Plan: DS1; DS4*)  
c) Motion 2025-51: Monthly Bulk Pickup – Director of Public Works Jimmy Charles (*Strategic Plan: DS4*)  
d) Motion 2025-52 County-wide Police Mutual Aid Agreement – Chief of Police Arnold Downing (*Strategic Plan: DS2, AS1; DS2, AS4*)

- 3. 6:50 PM PJM QUARTERLY REPORT – Electric Utility Director Tim Lawrence (*Strategic Plan: DS3*)**

- 4. 7:20 PM REPORTS: Town Administrator's Report, Departmental Reports (*Strategic Plan: DS3; DS4*)**

- 5. 7:35 PM COMMENTS FROM THE PUBLIC (*Strategic Plan: DS4; DS5*)**

*Anyone wishing to speak during COMMENTS FROM THE PUBLIC at the Regular Session may do so for up to five (5) minutes, or as determined by the Mayor. Please state your name, street, and the subject you wish to address.*

- 6. 7:40 PM COMMENTS FROM THE COUNCIL**

- 7. 7:50 PM COMMENTS FROM THE MAYOR**

- a) Comments from the Mayor's Executive Assistant – Executive Assistant Sara Gorfinkel  
b) Comments from the Mayor – Mayor Zack Tyndall

- 8. 7:55 PM COMMENTS FROM THE PRESS**

- 9. 8:00 PM ADJOURNMENT**

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on [www.berlinmd.gov](http://www.berlinmd.gov), or type @townofberlinmd in the Facebook search bar. QR code links to online packet and Strategic Plan. 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 for persons with disabilities are made available upon request. TTY users dial 7-1-1 in the State of Maryland/outside Maryland dial 1-800-735-2258.





## BERLIN MAYOR AND COUNCIL

### Meeting Minutes

Monday, August 11, 2025

#### 6:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

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

**Staff Present:** Town Attorney David Gaskill, Human Resources Director Kelsey Jensen, Finance Director Natalie Saleh, Economic & Community Development Director Ivy Wells, Director of Public Works Jimmy Charles, Water Resources Director Jamey Latchum, Chief of Police Arnold Downing, Mayor's Executive Administrative Assistant Sara Gorfinkel, Special Projects Administrator Kate Daub, and Administrative Assistant Laura Brown.

This meeting was also broadcast live via Facebook. Following a moment of silence and the Pledge of Allegiance, Mayor Zackery Tyndall called the meeting to order at approximately 6:02 PM.

#### 1. Approval of Minutes (*Strategic Plan: DS1*):

##### a. Regular Session of 07.28.25

On the motion of Councilmember Orris, second by Councilmember Knerr, the Regular Session Minutes of 07.28.25 were approved by the following vote:

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

Before moving to agenda item two, Mayor Tyndall invited Ms. Wells forward to recognize her efforts on behalf of the Town. He presented two citations recently awarded to Berlin. The first, a proclamation from Governor Wes Moore for Maryland Farmers Market Week, highlighted the importance of providing communities with access to locally grown produce and the value of Farmers' Markets in connecting farmers directly with consumers. The second, a citation from the Maryland Secretary of Agriculture, recognized the Town's significant impact on and support of agriculture through its Farmers Market.

Mayor Tyndall and Ms. Wells also shared highlights from the recent Top Chef event at the Farmers Market held on Sunday, August 10, 2025, which featured five Maryland chefs. Each chef prepared a dish

using ingredients sourced directly from Berlin's Farmers' Market. Each chef had to use ingredients found at the market and create their dishes from the locally sourced produce.

2. Presentation: Haley Architecture Community Center Feasibility Study – Haley Architecture Daniele Haley & Mayor's Executive Assistant Sara Gorfinkel (*Strategic Plan: DS1 – DS6*)

Ms. Haley opened the presentation by explaining that the feasibility study served as both a roadmap and a "wish list" of what the Town and its residents most wanted in a Community Center. She noted that significant efforts were made to avoid duplicating spaces already available in the community. The estimated cost ranged from \$21 million to \$34 million.

Ms. Haley guided the Mayor and Council through the 76-page document, highlighting its key components. Mayor Tyndall discussed the proposed inclusion of a pool, a top community priority, especially for swim instruction, given the Town's proximity to water. He also noted that the pool could host high school swim meets, generating revenue, and could potentially qualify for additional Worcester County funding given its regional benefit. Ms. Haley and Mayor Tyndall discussed the variety of indoor and outdoor spaces envisioned, emphasizing their role in community engagement. Councilmember Nichols added that these spaces could help bridge the physical and social divide created by Route 113.

Vice President Burrell commended Ms. Haley for incorporating extensive public input into the study. Ms. Haley reported receiving positive feedback and many creative ideas. In response to Councilmember Orris' question about the "flexible health services" office proposed, Ms. Haley explained it would be available for visiting physicians to provide accessible healthcare. The space would function like an exam room and could be used for eye exams, physicals, and mental health services. Councilmember Orris suggested coordination with Buckingham Elementary School, which was exploring a similar concept. Ms. Haley clarified that the site diagram on page 12 was only intended to show square footage distribution, not the actual building layout.

The operational budget projections drew on estimates from the Town's Department Heads, including Berlin Police Department utility costs, to evaluate expenses. Ms. Haley also discussed equitable access for non-Town residents. When asked about naming the facility, Mayor Tyndall stated he would not turn away a naming-rights donation. Councilmember Orris expressed concern that the staffing cost estimates might be low. Mayor Tyndall noted that the Town's step-and-grade system, thanks to Human Resources Director Kelsey Jensen, would help with clarity. Ms. Jensen confirmed she had gathered comparable data from Ocean City and Worcester County.

Ms. Haley reviewed the construction portion of the study, which was developed with input from a local contractor. In response to Mayor Tyndall's question about keeping costs within budget, she confirmed that her experience with government-funded projects would help maintain a firm number when it came to cost. Councilmember Orris was pleased with the shelter opportunity for the Town, and Mayor Tyndall echoed that this was a community gap that needed to be filled. Councilmember Green asked about next steps, and Ms. Haley stated that Haley Architecture would begin preliminary imaging and site work to refine details, which would turn the "wish list" into a realistic plan.

Councilmember Knerr remarked on the lower per-square-foot cost of the pool compared to the main building, and Ms. Haley explained that pool costs are generally lower due to the nature of open-

space construction. She noted that if the project were phased, Head Start facilities would be prioritized, followed by the pool. However, the current approach was to construct the Community Center in its entirety. Mayor Tyndall requested 50 additional printed copies of the study, and Councilmember Orris thanked Ms. Haley for her work.

3. Public Hearings: Town Attorney David Gaskill

a. Ordinance 2025-03 Amending Ch. 8 Business Licenses Article II Licenses (*Strategic Plan: DS4*)

Town Attorney David Gaskill asked the Mayor and Council for depth to be added to the Business License Ordinance as the Town Code currently included only paragraph "A". Councilmember Orris asked for "morals" to be removed from paragraphs "B" and "C". Councilmember Green agreed as the term "morals" was subjective and the Ordinance still accomplished what the Mayor and Council needed it to.

Mayor Tyndall opened the Public Hearing at 6:54 PM.

Patty Gregorio, Broad Street, was concerned about the verbiage in the Ordinance, especially around the term "morals" as this could be of detriment to the LGBTQIA+ community, physicians, and even restaurants. Ms. Gregorio asked that the Ordinance focus on clear, inclusive standards. Ms. Wells concurred with Ms. Gregorio.

The Public Hearing closed at 6:56 PM.

Councilmember Nichols expressed surprise at the use of "comfort," noting it was subjective, a point with which Councilmember Green agreed.

On the motion of Councilmember Orris, second by Councilmember Knerr, with the adjustment of paragraphs "B" and "C", which included the removal of "morals" and "comfort", Ordinance 2025-03 Amending Ch. 8 Business Licenses Article II Licenses was adopted by the following vote:

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

b. Ordinance 2025-04: Amending Ch. 8 Business Licenses Article III Peddling & Soliciting (*Strategic Plan: DS2, DS4*)

Mr. Gaskill has had previous discussions with the Mayor and Council regarding the updates to this Ordinance, and said it seemed as though everyone was satisfied with them. No one spoke in opposition.

The Public Hearing opened at 7:00 PM, seeing no comment, it closed at 7:00 PM.

On the motion of Councilmember Knerr, second by Vice President Burrell, Ordinance 2025-04 Amending Ch. 8 Business Licenses Article III Peddling & Soliciting was adopted by the following vote:

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

4. Discussion: ParkMobile Comprehensive Paid Parking Strategy – Mayor Zack Tyndall (*Strategic Plan: DS5, AS1*)

Mayor Tyndall noted that discussions have long centered on converting the West and Washington Street Parking Lot into a paid lot. He explained that once an agreement has been made between the Town and the property owner, the Town assumes responsibility for the upkeep. The estimated cost for the maintenance and repairs needed for the Town-owned lots was \$1.2 million, so Mayor Tyndall emphasized that free parking did not exist in Berlin as the Town, or another source, funded the upkeep. He discussed the parking meeting that was scheduled for September and reiterated that the Town was not in a position for paid parking to go live.

Mayor Tyndall discussed the options the Town had to cover the expense of parking lot upkeep. First, he mentioned the increase in property taxes, and he asked if this was equitable or fair for residents. Mayor Tyndall stated the Town did not have the answer, and this conversation was not occurring because of the West and Washington Street Parking Lot. This was a conversation surrounding how the Town could overcome the capital costs of infrastructure.

Councilmember Green stated that it should not be the residents' responsibility. He explained that the reality was that existing lots were either close to or already liable because of the level of improvements needed. He said that charging for those premium spots was a conversation the Town needed to have, especially when weekly events occur. There was a surrounding precedent for the Town to follow, and a merchant meeting would be occurring to discuss further.

Councilmember Knerr explained that the resurfacing was only part of the work; the pipes underground also needed to be replaced. He discussed the option to implement paid parking during events and offer free parking during the slower times of the year. He agreed that this cost was not fair to put on residents. Councilmember Nichols discussed the need for people to be mindful of residents' properties when parking in and around town. Councilmember Orris inquired as to which parking lots in town were Town-owned, and Mr. Charles confirmed the War Memorial, Post Office, Commerce Street, and the Town Hall parking lots. Vice President Burrell commended the Parking

Committee for the huge undertaking. Mayor Tyndall reiterated that the merchant meeting would be geared toward commercial vendors but open to the public.

5. Items for Approval:

- a. Motion 2025-46: Approve Franklin Ave Water Well & Water Tower Emergency Repairs – Mayor Zack Tyndall (*Strategic Plan: DS3, AS2*)

Mayor Tyndall stated that the funds were well spent, given the extensive work required to bring the water tower back online. Ms. Jensen added that an engineer and an insurance adjuster would be in Town on August 20<sup>th</sup>. Mr. Latchum added that it took 12 to 14 days to get the water tower back online. He noted it was a bit of an expense due to chemical protocol updates that needed to be implemented.

On the motion of Councilmember Orris, second by Councilmember Nichols, Motion 2025-46: Approve Franklin Ave Water Well & Water Tower Emergency Repairs was adopted by the following vote:

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

- b. Motion 2025-47: Approve Worcester County Reinvestment and Repair Grant Program (CRRF) Application for the Community Center – Mayor’s Executive Assistant Sara Gorfinkel (*Strategic Plan: DS3, AS2*)

Mayor Tyndall explained that the funding was provided via Worcester County’s Reinvestment and Repair Grant Program and most likely would not be recurring. Worcester County Commissioner Diana Purnell, who was present at the meeting, stated the Town needed to fight for every quarter it could get and wanted to see funding go to the Town of Berlin, the City of Pocomoke, and the Town of Snow Hill.

On the motion of Councilmember Orris, second by Councilmember Nichols, Motion 2025-47: Approve Worcester County Reinvestment and Repair Grant Program (CRRF) Application for the Community Center was adopted by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				

Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

- c. Motion 2025-48 Approve Purchase of Kubota Configurator – Director of Public Works Jimmy Charles (*Strategic Plan: DS4, AS5*)

Mr. Charles informed the Mayor and Council that the purchase of a Kubota would make event set-up and navigation during Town events easier and more accessible as opposed to a pickup truck. Vice President Burrell inquired if it was a budgeted item, and Mayor Tyndall informed him it was not, but funds would be reallocated.

On the motion of Councilmember Knerr, second by Councilmember Nichols, Motion 2025-48 Approve Purchase of Kubota Configurator was adopted by the following vote:

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

- d. Resolution 2025-06: Fee Revision – Peddling and Soliciting – Mayor Zack Tyndall (*Strategic Plan: DS2, DS4*)

In Ms. Bohlen's absence, Mayor Tyndall informed the Council that she had recommended a permit structure in which each company would pay a \$150 base fee plus \$50 for each individual solicitor. Councilmember Nichols proposed increasing the individual fee to \$75, and the Council agreed. Mayor Tyndall asked about the effective date, and Mr. Gaskill confirmed it would be September 1, 2025.

On the motion of Councilmember Orris, second by Councilmember Nichols, Resolution 2025-06: Fee Revision – Peddling and Soliciting was adopted by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				

Voting Tally	5				
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6. Announcement: Planning Department Vehicle Purchase Order Poll Vote – Mayor Zack Tyndall  
(Strategic Plan: DS3)

Mayor Tyndall solicited a poll vote via email in Ms. Bohlen’s absence to move forward with a purchase order for a budgeted department line item. The vote for the Planning Department’s vehicle was unanimous.

7. Reports: Town Administrator’s Report, Departmental Reports (Strategic Plan: DS3; DS4)

Councilmember Orris asked for a list of Town projects with status and funding source. Mayor Tyndall suggested adding a table at the end of the report for capital projects. Councilmember Nichols inquired about the Art and Vintage Market, which is held on the second Sunday of each month, and whether it would continue through October, similar to the Farmers Market. Ms. Wells stated yes and explained there was a lot of interest from local artists who wanted to sell and showcase items that were not allowed to be a part of the Farmers Market due to strict rules.

8. Comments from the Public (Strategic Plan: DS4; DS5)

Trish Golembeski, of Westview Court, asked what next steps had been accomplished for the sidewalk paths on Old Ocean City Boulevard. Mayor Tyndall informed her that an engineer had been met with, the Town had spoken with State Highway, and the Town was exploring other easements that would allow for alternative routes. The letters had been prepared but not sent as the surveyor and letters were meant to coincide.

Kristi Cameron, also of Westview Court, moved to Berlin from a large city that utilized ParkMobile and stressed it was important to consider off-season pricing. She stated she could see why businesses were concerned, as she would hate to see businesses lose support due to paid parking.

9. Comments from the Council

Vice President Burrell stated he received several concerns regarding the ditches within town limits. Historically, ditches had been managed by property owners, but Vice President Burrell had concerns about continuing with this course of action. He noted many ditches were too deep and wide for citizens to manage safely or effectively. These ditches required proper equipment usage and expertise.

Vice President Burrell recommended that the Town formally review and categorize all ditches, designating major stormwater management waterways as the Town’s responsibility. This would ensure proper maintenance, protect infrastructure, and relieve residents of an unrealistic burden. Mayor Tyndall agreed with Vice President Burrell’s concerns and added that if the Town invests in improvements to a ditch, it should then assume ownership. Councilmember Orris asked if the focus would be limited to main waterways, but Vice President Burrell clarified that he would like the Town to conduct a full survey. Councilmember Orris noted that ditch equity data already existed and could help narrow the focus.

Mayor Tyndall stated the Town would work with EA to develop a list of needed equipment, staff, projects, and costs. Councilmember Nichols emphasized that Purnell’s ditch should be included if the



Town moves forward, while Vice President Burrell cautioned that conditions would be necessary since the Town cannot maintain every ditch.

Councilmember Orris confirmed the Visitors Center Work Session on Monday, August 25, 2025, from 5 to 6 PM. He inquired about the legality of scooters and whether the Town could take any action regarding them. Chief of Police Arnold Downing stated they were legal, low-speed vehicles and only warnings could be given to minors for not wearing helmets. Adults were allowed to drive on the roads without wearing helmets. Councilmember Orris asked that the Town look for more local businesses and talent for upcoming RFPs.

Councilmember Nichols loved Vice President Burrell's ditch slide deck and his due diligence. She also appreciated Councilmember Orris' football fundraising idea for the Community Center. She thought the Farmers Market was a success, especially enjoying the Art & Vintage Market. Vice President Burrell added he was volunteering to be a food judge at next year's Top Chef competition.

#### 10. Comments from the Mayor's Office

Ms. Gorfinkel was thrilled to talk about the Community Center tonight and for the support received from Commissioner Purnell. Mayor Tyndall added that the Town had a great turnout for National Night Out, the Farmers Market, Peach Festival, and Jeans for Jesus. He also reminded everyone about the upcoming car show.

#### 11. Comments from the Press – None.

#### 12. Adjournment:

On the motion of Vice President Burrell, second by Councilmember Nichols, the Mayor and Council meeting was adjourned at approximately 8:21 PM.

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

Respectfully submitted,



Laura Brown  
Administrative Assistant



**MOTION OF THE MAYOR AND COUNCIL 2025-49**

A motion of the Mayor and Council of the Town of Berlin APPROVING THE SPECIAL EVENT PERMIT FOR CALVARY PENTECOSTAL CHURCH COMMUNITY OUTREACH 3V3 BASKETBALL EVENT AT HENRY PARK ON SATURDAY, SEPTEMBER 27, 2025, FROM 7:00 AM TO 7:00 PM.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY THE 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 \_\_\_\_\_, 2025 by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Mary Bohlen, Town Administrator



I, the undersigned acknowledge and agree to the following:

1. This form is being submitted at least sixty(60) days prior to the requested Event/Activity date indicated on page one and I understand that requests submitted less than sixty(60) days prior to that date will not be accepted.
2. PARKS RULES: I have been provided with a copy of the Park rules and regulations and I understand that I must adhere to these rules. If I fail to adhere to the Park rules and regulations, the Town of Berlin reserves the right to refuse to reserve the park in my name in the future. I further understand that the rules and regulations provided herewith are an excerpt of Chapter 22 of the Code of the Town of Berlin and other sections of that chapter and of the Town Code as a whole may also apply to use of the park(s).
3. VEHICLES STRICTLY PROHIBITED ON PARKS' GROUNDS. I understand that vehicles are not permitted in the parks beyond the parking lots. ABSOLUTELY NO EXCEPTIONS without prior express authorization.
4. RESERVATION OF FACILITY(IES). I understand that this reservation is only for the facility(ies) indicated above; all other areas of the park are open to the public and may be in use during my event.
5. LIABILITY INSURANCE/RELEASE OF LIABILITY: I certify that I or the organization which I represent possesses appropriate liability insurance and that, upon request, I will provide the Town of Berlin with verification of such insurance. If I do not possess such insurance, I understand that purchase of insurance may be required for this event/activity. The Town of Berlin and its agents are released from all liability associated with damage or injury resulting from the improper use of any equipment provided by the Town of Berlin and from damage or injury associated with the use of any equipment or items brought into the park by me or anyone associated with this event.

Signature: 

Date: 8/18/25

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





## TOWN OF BERLIN PARK PAVILION RESERVATION FORM

**THIS FORM MUST BE COMPLETED AND DELIVERED TO TOWN HALL WITH DEPOSIT IN ORDER TO CONFIRM RESERVATION. NO VERBAL RESERVATIONS WILL BE ACCEPTED.**

TODAY'S DATE: 8/18/20

EVENT/ACTIVITY DATE: 9/27/25 TIME FROM: 07:00 TO: 19:00

NAME: Natoshia Owens

Anticipated # of attendees \_\_\_\_\_

ADDRESS: 13325 Worcester Highway

Bishopville, Maryland

PHONE: (443) 493-2021

EMAIL: natoshia1@gmail.com

ORGANIZATION: Calvary Pentecostal Church  
(IF APPLICABLE)

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

DESCRIPTION OF EVENT/ACTIVITY: 3 on 3 Basketball / Community Outreach

### PARK REQUESTED

☐ Stephen Decatur Park, Tripoli Street

☐ Dr. William Edward Henry Park, Flower Street

Use this form for:

- a) One-day pavilion use; and
- b) Gatherings of 50 or fewer people

Individuals/Organizations meeting any of the criteria below must meet with Town Staff. Call 410-641-2770 for information.

- a) More than one consecutive date;
- b) More than 50 people;
- c) Any event/activity that charges attendees a fee and/or involves the sale of goods or services;
- d) Use of any other areas of the park, such as athletic courts;
- e) Use of Heron Park.

Fees: \$70.00 per day plus \$15 for electric (if applicable). \$35.00 will be refunded when facility is left in good condition. Failure to adhere to the parks rules and/or leave the facility in good condition may result in the forfeit of that \$35.00 and/or refusal by the Town of Berlin to permit the user to reserve the park in the future.

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

I, the undersigned have been provided with a copy of the Park rules and regulations and I understand that I must adhere to these rules. If I fail to adhere to the Park rules and regulations, the Town of Berlin reserves the right to refuse to reserve the park in my name in the future. I further understand that the rules and regulations provided herewith are an excerpt of Chapter 22 of the Code of the Town of Berlin and other sections of that chapter and of the Town Code as a whole may also apply to use of the park(s). I am responsible for collection and removal of all trash associated with my event. I understand that vehicles are not permitted in the parks beyond the parking lots. NO EXCEPTIONS. I understand that this reservation is only for the facility indicated above; all other areas of the park are open to the public and may be in use during my event. The Town of Berlin and its agents are released from all liability associated with damage or injury resulting from the improper use of any equipment provided by the Town of Berlin and from damage or injury associated with the use of any equipment or items brought into the park by me or anyone associated with this event.

Signature: Natoshia Owens

Date: 8/18/25

Office Use: Clerk: \_\_\_\_\_ Fee Pd: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Refund: ☐ YES ☐ NO Date: \_\_\_\_\_

Pavilion Reservation Form 01.01.24



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

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

Name of Organization: Calvary Pentecostal Church

Contact Person: Natoshia Owens

Address: 13325 Worcester Hwy Bishopville, Maryland 21811  
Street Address City State Zip Code

Phone Number: 4434932021 Email Address: natoshia1@gmail.com EIN: 521996640

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

Requested Days/Times of Use: Saturday Sept. 27, 2025

# of Persons Expected to participate in activity/event TBD

With the exception of government entities, Information/Forms which MUST accompany this form:


1. Non-profit (501(c)(3)) Letter of Determination from the IRS; **OR**
2. Copy of information from irs.gov website.

Request will not be considered without the above information.

**AGREEMENT**

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

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

Signature:  Date: 9/18/25

Printed Name: Natoshia Owens

Office Use Only: Date Rec'd: \_\_\_\_\_ Initials: \_\_\_\_\_

☐ Verification of Non-Profit Status received. Non-profit ID # \_\_\_\_\_ **OR** ☐ Government Entity

Request ☐ Approved ☐ Denied If denied state reason: \_\_\_\_\_

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



**MOTION OF THE MAYOR AND COUNCIL 2025-50**

A Motion of the Mayor and Council of the Town of Berlin TO APPROVE:

1. PARTNERSHIP WITH HOPE 4 RECOVERY TO IMPLEMENT THE *RECOVERYWORKS BERLIN: OPIOID RECOVERY THROUGH EMPLOYMENT PROGRAM*; AND
2. TO APPROVE THE ALLOCATION OF NATIONAL OPIOID FUNDS TO SUPPORT THE RECOVERYWORKS BERLIN PROGRAM.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE 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 \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Mary Bohlen, Town Administrator



# STAFF REPORT

**TO:** Mayor and Council

**FROM:** Sara Gorfinkel, Mayor's Executive Assistant

**MEETING DATE:** Monday, August 25, 2025

**SUBJECT:** MOU Approval for RecoveryWorks Berlin with Hope 4 Recovery and Worcester Goes Purple

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## SUMMARY

The Town of Berlin is proud to introduce RecoveryWorks Berlin, a program dedicated to supporting individuals in recovery from substance use disorders by facilitating their reintegration into the workforce. Funded through Maryland's Opioid Restitution Fund (ORF), this initiative offers seasonal employment opportunities in collaboration with local recovery programs.

## PROGRAM OBJECTIVES

- **Employment Opportunities:** Provide seasonal positions to individuals in recovery, focusing on downtown beautification and park maintenance.
- **Partnerships:** Collaborate with local recovery programs to identify eligible participants committed to their recovery journey.
- **Supervised Work Environment:** Ensure participants are supervised to maintain a supportive and structured work setting, striving to make Berlin a Recovery-Friendly Workplace.

## ELIGIBILITY CRITERIA

- **Recovery Status:** Participants must be actively enrolled and in good standing with a recognized recovery program.
- **Non-Violent Background:** Individuals should have no history of violent offenses, ensuring a safe environment for all team members.

## IMPLEMENTATION STRATEGY

1. **Partnership Formation:** Establish contracts with local recovery programs to source eligible candidates.
2. **Participant Selection:** Screen applicants to confirm adherence to eligibility criteria, including recovery status and background checks.
3. **Training and Orientation:** Provide necessary training to prepare participants for tasks related to beautification and maintenance projects.
4. **Supervision:** Assign experienced supervisors to oversee daily activities, offering guidance and support to participants.
5. **Continuous Monitoring:** Maintain regular communication with recovery programs to monitor participants' progress and address any concerns promptly.



## **FUNDING AND SUSTAINABILITY**

The initiative will utilize funds allocated to Berlin from the National Opioid Restitution Fund (ORF), established to support programs addressing the opioid crisis. Between the Targeted Abatement Funds and the ORF, Berlin currently has \$20,000 available with access to more than \$30,000 in additional funds to apply to this program. These funds will cover wages, training, supervision, and administrative costs associated with the program.

## **EXPECTED OUTCOMES**

- **Workforce Reintegration:** Facilitate the transition of individuals in recovery back into the workforce, promoting self-sufficiency and confidence.
- **Fund Utilization:** Allocation of National Opioid Funds to the RecoveryWorks Berlin Program.
- **Community Enhancement:** Improve the aesthetic appeal of downtown areas and parks, fostering community pride and engagement.
- **Supportive Environment:** Create a structured and supportive work setting that reinforces participants' recovery efforts.
- **Community Awareness:** Enhancement of Berlin's community inclusion and full participation of people in recovery in all aspects of their lives.
- **Future applications of the program:** Provide help to individuals to overcome addiction and enhance a sense of purpose and meaning.
- **Community Safety:** Prevent social issues and promote social norms.

## **CONCLUSION**

RecoveryWorks Berlin represents a proactive approach to addressing the challenges faced by individuals in recovery. By providing meaningful employment opportunities and fostering community partnerships, the program aims to contribute to both individual well-being and community development.



**MOTION OF THE MAYOR AND COUNCIL 2025-51**

A motion of the Mayor and Council of the Town of Berlin APPROVING THE IMPLEMENTATION OF A TOWN-WIDE MONTHLY BULK PICKUP PROGRAM.

The Town will offer bulk pickups on the second Wednesday of each month for a \$25 fee, except in April and November when service remains free. Residents must register and pay online by a set deadline, and existing limits of four items and type restrictions will continue to apply.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY THE 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 \_\_\_\_\_, 2025 by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Mary Bohlen, Town Administrator



# STAFF REPORT

**TO:** Mayor and Council

**FROM:** Jimmy Charles, Public Works Director

**MEETING DATE:** Monday, August 25, 2025

**SUBJECT:** Approve Town-Wide Monthly Bulk Pickup

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## SUMMARY

The Town of Berlin's current bulk pickup program, offered twice yearly (April and November), is no longer meeting the growing demand from residents. To address this, staff proposes two options: implement monthly bulk pickups with a \$25 fee (except April and November) or discontinue free bulk pickups entirely.

## BACKGROUND

Currently, the Public Works Department schedules bulk pickups only twice per year, limiting each household to four items per event. While this allows periodic removal of unwanted items and debris, the schedule often does not align with residents' needs, contributing to a rise in calls requesting additional pickups. Staff have evaluated program trends and resident feedback to consider adjustments that better balance service, cost, and operational efficiency. Additionally, this program will aid in code enforcement. When violations are issued for improper storage or disposal, residents will have the option to dispose of items properly through the scheduled town pickup service.

### *Current Challenges:*

- Limited schedule does not meet increasing demand.
- Residents lack convenient pickup options outside April and November.
- Peak months create staffing and operational pressures.

## PROPOSED CHANGES:

### **Option 1: Monthly Bulk Pickup with Fee**

- Pickup on the second Wednesday of each month.
- \$25 fee per pickup, except April and November.
- Residents will be required to complete online registration and payment by a designated day each month.
- Current limits and regulations remain (four items per pickup, type restrictions).

*Benefits:* Greater flexibility for residents, workload spread throughout the year, and partial cost recovery.

### **Option 2: Eliminate Free Bulk Pickup**

- Discontinue free pickup events entirely.
- Residents arrange and pay for disposal independently.

*Benefits:* Reduced workload and program costs.

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**FINANCIAL OVERVIEW:**

- **Option 1:**
  - Estimated revenue:  $\$25 \times [\text{estimated monthly participants}] \times 10 \text{ months}$  (excluding April and November).
  - Program costs remain similar to current operations but are spread over 12 months, improving efficiency.
  - Net effect: Partial offset of labor, fuel, and disposal costs while maintaining service.
- **Option 2:**
  - Revenue: \$0, no program fees collected.
  - Reduced operational costs by eliminating biannual events.
  - Potential indirect costs: increased resident complaints and possible illegal dumping.

**RECOMMENDATIONS**

Staff recommend Option 1: monthly bulk pickup with a fee, while retaining free events in April and November. This option balances resident needs with operational efficiency and cost recovery.



## MOTION OF THE MAYOR AND COUNCIL 2025-52

A Motion of the Mayor and Council of the Town of Berlin TO APPROVE THE LAW ENFORCEMENT RECIPROCAL MUTUAL AID AGREEMENT OF WORCESTER COUNTY, MARYLAND as attached.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE 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 \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

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

ATTEST: \_\_\_\_\_  
Mary Bohlen, Town Administrator

**LAW ENFORCEMENT RECIPROCAL MUTUAL AID AGREEMENT OF  
WORCESTER COUNTY, MARYLAND**

**This Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland** is made this \_\_\_\_ day of \_\_\_\_ 2025, by and between the parties as defined below and collectively referred to as the “Parties”.

**WHEREAS**, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

**WHEREAS**, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety, planning, preparedness and responses to public safety needs; and

**WHEREAS**, all municipal police officers and deputy sheriffs (hereinafter “police officers”) employed by these agencies are certified by and trained in current law enforcement techniques, and completed a course of training prescribed by the Maryland Police Training and Standards Commission pursuant to Public Safety Article, §3-201, et seq. of the Annotated Code of Maryland; and

**WHEREAS**, the County Commissioners of Worcester County, Maryland and the Mayor and Council of each municipality within Worcester County desire to enable collaboration and communication across law enforcement agencies operating within Worcester County to enhance policing services and community safety; and

**WHEREAS**, the County Commissioners of Worcester County, Maryland and the Mayor and Council of each municipality within Worcester County, as named below, have determined it is in the public interest and mutual advantage to enter into this Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland (hereinafter “Agreement”) to authorize, establish and provide for reciprocal mutual aid among all participating law enforcement agencies operating within Worcester County, Maryland, as named below, pursuant to Maryland Criminal Procedure Article §2-105 and as otherwise provided herein.

**The Parties:**

County Commissioners of Worcester County, Maryland  
Mayor and Council - Town of Berlin, Maryland, a Maryland municipal corporation  
Mayor and City Council of Ocean City, a Maryland municipal corporation  
Mayor and Council - Pocomoke City, Maryland, a Maryland municipal corporation  
Mayor and Council of Snow Hill, a Maryland municipal corporation

**Participating Law Enforcement Agencies:**

Worcester County Sheriff's Office  
Worcester County Fire Marshal  
Berlin Police Department  
Town of Ocean City Police Department  
Town of Ocean City Fire Marshal

Pocomoke City Police Department  
Town of Snow Hill Police Department  
Worcester County Jail

**NOW THEREFORE**, the Parties, in consideration of the mutual promises contained herein and pursuant to Criminal Procedure Article §2-105(b), do hereby agree as follows:

- I. **Circumstances Applicable to Mutual Aid.** Pursuant to Criminal Procedure Article §2-105(b), the Parties hereby agree and determine that the circumstances under which their respective police officers and other officers, agents and employees of the county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporations are as follows: upon request by any participating law enforcement agency of any participating law enforcement agency, and for a lawful, public and governmental purpose occurring or set to occur within Worcester County, Maryland.
- II. **Intent of the Parties.** If the participating law enforcement agencies involved in a mutual aid request agree that mutual aid is necessary, available and appropriate, it is the intent and commitment of the Parties that mutual aid shall be provided.
- III. **Law Enforcement Authorized to Provide Mutual Aid.** The Parties further agree and authorize their respective participating law enforcement agencies to provide mutual aid outside of the agency's territorial and jurisdictional boundaries but within the territory and jurisdiction of Worcester County, Maryland, as each agency is able and when each agency determines it is appropriate, for a lawful, public and governmental purpose, and in response to a request by any other participating law enforcement agency having jurisdiction over a territory located within Worcester County.
- IV. **Agreement by Law Enforcement Agencies.** The Parties further agree that the request for mutual aid and response providing mutual aid is dependent upon the needs of the requesting law enforcement agency and the ability and suitability of the assisting law enforcement agency to meet those needs, as determined and agreed upon by both law enforcement agencies.
- V. **Mutual Aid Response.** A mutual aid response may include deployment of police officers, or other officers, agents or employees of the law enforcement agency, as well as deployment or use of specific or specialized equipment, intelligence or any other law enforcement-related resources.
- VI. **Manner of Requests and Scene Command.** A request for mutual aid may be made by any participating law enforcement agency to any other participating law enforcement agency, either formally or informally, and need not be made in writing. To the extent possible, the request shall indicate the circumstances generating the need for assistance, the number of law enforcement officers requested, the expected duration of the assignment, the reporting time and location, and the officer in charge of the location. A record of the request shall, however, be made in writing, by each Party, either coincidental with the request or subsequent thereto which shall include the time of the request, and the extent of the aid requested. The record of the request shall indicate the specific circumstances generating the need for assistance, the number of law enforcement officers requested and ultimately present, the expected

- and ultimate duration of the assignment, the reporting time and location, and the officer in charge of the location.
- VII. **Command and Control.** Command and control at a scene where mutual aid is being provided will remain with the requesting law enforcement agency unless relinquished at the discretion of the requesting law enforcement agency.
- VIII. **Costs.** The Parties acknowledge that any acts performed pursuant to this Agreement by participating law enforcement agencies and their police officers, agents and employees, and any expenditures made by any participating law enforcement agencies shall be deemed conclusively to be for lawful, public and governmental purposes, and each participating law enforcement agency will bear its own costs incurred by acts undertaken pursuant to this Agreement.
- IX. **Mutual Aid Authority to Enforce State and Vehicle Law.** The Parties further agree that police officers providing mutual aid pursuant to this Agreement, coming from Worcester County to a municipal corporation within Worcester County, from a municipal corporation within Worcester County to Worcester County, or coming from one municipal corporation to another within Worcester County, may enforce the laws of the State, including the Maryland Vehicle Laws, to the same extent as authorized law enforcement officers of the county or municipal corporation receiving the mutual aid, pursuant to Criminal Procedure Article §2-105(g)(1).
- X. **Denial and Recall of Mutual Aid.** This Agreement places participating law enforcement agencies under no obligation to respond to a request for law enforcement services that it is unable or unwilling to honor. The assisting law enforcement agency may determine that, in certain instances, they are unable to meet the needs of the requesting law enforcement agency, in which instance they may deny the mutual aid request. The assisting law enforcement agency may recall personnel, equipment and other resources provided as mutual aid at any time and for any reason and shall provide notice of such recall to the requesting law enforcement agency.
- XI. **Extra-Jurisdictional Exercise of Police Powers.** This Agreement for the provision of mutual aid among participating law enforcement agencies confers authorization for the extra-jurisdictional exercise of police powers related to the provision of mutual aid to participating law enforcement agencies. The police powers made available to participating law enforcement agencies by virtue of this Agreement are separate, distinct, and in addition to the other powers already provided to police under Maryland law, including, but not limited to, the police powers conferred by Criminal Procedure Article §2-102 and §2-301, and Criminal Law Article §5-801, §5-802, §5-807, §5-808, and §5-901. This Agreement shall not be construed to limit or otherwise impede the exercise of any and all police powers and authority as provided under Maryland or other applicable law.
- XII. **Immunity of Parties.** Each Party retains for itself all the immunities from liability enjoyed by that jurisdiction and its law enforcement agency, including the actions of police officers, agents, or employees taken for a public or governmental purpose within its territorial limits to the same extent when acting pursuant to other lawful authority and this Agreement beyond the territorial limits of the Party.
- XIII. **Immunity of Participating Law Enforcement Agencies.** The Parties acknowledge that the police officers, agents and employees of participating law enforcement agencies acting pursuant to this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed have all the immunities



from liability and exemptions from laws, ordinances and regulations and have all of the same wages, pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed. Said officers remain, for all purposes, employees of their respective jurisdictions, subject to the rules, regulations, procedures, supervision and control of these respective agencies. The police officers, agents and employees shall not be considered joint employees of the other jurisdiction for any purpose. Said costs for the police officer remain with that officer's agency.

- XIV. **Insurance.** Each of the Parties shall obtain and maintain liability insurance, including general liability and automobile liability, which said insurance shall be extended to cover all claims arising out of this Agreement. Self-insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide Workers' Compensation insurance as required by Maryland law.
- XV. **Indemnification.** The Parties and participating law enforcement agencies agree that to the extent permitted by law, they will mutually indemnify and hold each other harmless from any and all claims by third parties for property damage, personal injury or wrongful death that might arise out of the activities covered in this Agreement while personnel or equipment are outside of their respective territories and jurisdictions while responding to a request for aid.
- XVI. **Waiver.** The Parties and participating law enforcement agencies waive any and all claims they might have against any other Party to this Agreement for property damage, personal injury or wrongful death arising out of the activities of the other pursuant to this Agreement, while personnel or equipment are outside of their respective territories and jurisdictions while responding to a request for aid and vice versa.
- XVII. **Defense of Claims.** The Parties and participating law enforcement agencies agree to cooperate fully with any other Party or participating law enforcement agency in the defense of claims, pursuant to the indemnification provisions contained herein. This cooperation will include the following: (1) immediate notification to all Parties involved, any accident or incident resulting in injury or property damage having potential for liability; (2) recognition that each Party to this Agreement involved in an accident or incident resulting in personal injury, property damage or having the potential for liability may conduct a parallel and independent investigation of such accident or incident; and (3) each party involved in such accident or incident shall make personnel, records and equipment available for the purpose of the defense of any claim or suit.
- XVIII. **Effective Date.** This Agreement becomes effective on the date of the last Party's or participating law enforcement agency's signature and remains in effect until any Party or participating law enforcement agency withdraws from the Agreement by sending a written notice to each of the Parties and participating law enforcement agencies at least 30 days prior to the withdrawal. The withdrawal of one Party or participating law enforcement agency from this Agreement does not terminate the Agreement for the other Parties or participating law enforcement agencies. Any Party that unreasonably fails or refuses to cooperate under the terms of this Agreement will be deemed to have waived its right to participate.

- XIX. **Disputes.** Representatives of the Parties will meet annually, or on or near the original execution date and review the terms of this Agreement to ensure its continued validity, completeness and necessity. Failure to comply with this paragraph, however, will not affect the validity of the Agreement. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue with the lowest management level of each Party. In the event the issue remains unresolved, the Parties will immediately escalate the issue to upper-level management (the county and municipality administrative directors) for their consideration. In all events, the Parties will negotiate in good faith a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be presented to the governing bodies of the Parties.
- XX. **Miscellaneous.** This Agreement shall be subject to and governed by the laws of the State of Maryland. This Agreement shall inure to the benefit of and be binding upon each Party and his/her/its personal representatives, successors and permitted assigns. This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein. Any modification or termination of this Agreement shall be in writing and adopted by all Parties to be effective.

**IN WITNESS WHEREOF**, the Parties hereto, pursuant to the authority of the governing body of each Party and participating law enforcement agency, have executed this Agreement on the date and year as indicated next to each signature.

I, the undersigned, have read the Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland and consent to its terms on behalf of the governing body or agency I am authorized to represent.

\_\_\_\_\_  
Theodore Elder, President  
County Commissioners of Worcester County Maryland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Crisafulli, Sheriff  
Worcester County Sheriff's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Owens, Fire Marshal  
Worcester County Fire Marshal's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy Mulligan, Warden  
Worcester County Jail

\_\_\_\_\_  
Date

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Richard Meehan, Mayor  
Mayor and City Council of Ocean City

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Date

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Matthew James, Council President  
Mayor and City Council of Ocean City

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Date

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Raymond Austin, Chief  
Town of Ocean City Police Department

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Date

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Joshua Bunting, Fire Marshal  
Town of Ocean City Fire Marshal's Office

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Date

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Zackary Tyndall, Mayor and Council President  
Town of Berlin, Maryland

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Date

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Dean Burrell, Council Vice- President  
Town of Berlin, Maryland

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Date

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Arnold Downing, Chief  
Berlin Police Department

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Date

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Janet Simpson, Mayor and Council President  
Mayor and Council of Snow Hill

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Date

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Andrew McGee, Chief  
Town of Snow Hill Police Department

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Date

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Todd Nock, Mayor and Council President  
Pocomoke City, Maryland

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Date

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Arthur Hancock, Chief  
Pocomoke City Police Department

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Date

**TOWN OF BERLIN**  
**Quarterly Report of PJM Activities**  
**Fourth Quarter FY 2025**

April through June 2025

Month	Energy Sold (kWh)	AMP Bill <sup>[1]</sup>	PJM Charges	PJM ARR Credit	Fuel, Lube, Other Costs <sup>[2]</sup>	Total Power Costs	Cost Per kWh Sold
April	3,602,697	\$145,150	\$71,103	(\$22,763)	\$71,552	\$265,042	\$0.07357
May	2,915,431	\$145,279	\$77,593	(\$23,494)	\$71,496	\$270,874	\$0.09291
June	3,388,414	\$133,226	\$127,623	(\$28,049)	\$91,964	\$324,764	\$0.09585
Total	9,906,542	\$423,655	\$276,318	(\$74,306)	\$235,013	\$860,680	\$0.08688

PJM Capacity Charges		
Period <sup>[3]</sup>	Obligation	\$/kW-day
2023-24	7,850 kW	\$0.05714
2024-25	5,643 kW	\$0.16911
2025-26	4,771 kW	\$0.27043 <sup>[4]</sup>

PJM Transmission Charges		
Year	Obligation	\$/kW-day
2023	5,500 kW	\$0.14464
2024	5,300 kW	\$0.16145
2025	5,700 kW	\$0.17587 <sup>[4]</sup>

**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: 2025-2026: 3.0 MW 7x24 & 1.5 MW OP

**Annual ARR Allocation February-April 2025 - AMP to participate on behalf of the Town**

Transmission credits to offset a portion of Network Integration Transmission Service (NITS) charges. 5.7 MW awarded in the allocation.

Anticipated credit for June 1, 2025 through May 31, 2026: \$310,753

**Annual FTR Auction April-May 2025 - AMP to participate on behalf of the Town**

FTR Auction April 2025 -- financial instruments awarded to bidders that entitle the holder to a stream of revenues (or charges) based on congestion price differences.

AMP purchased 2.0 MW 7x24 and 0 MW OP for Berlin for June 2025 to May 2026.

**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 2025 through June 2026

**PJM Officer Certification Form - PJM's Minimum Participation Requirements due April 30, 2025**

[1] **AMP** (\$0.04445/kWh purchased, January 1, 2025-December 31, 2025) 2.0 MW 7x24

(\$0.035820/kWh purchased, January 1, 2025-December 31, 2025) 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 25, 2025 Weekly Report

### Departments This Week:

#### Town Administration

- Apologies that this report is relatively unchanged from my last. As of this writing, I have been back to work for just a day after being out on medical leave for two weeks.
- SAVE-THE-DATE
  - Monday, August 25: 5:00 PM Work Session re: 14 S. Main Street Visitor Center; 6:00 PM Regular Session
  - Monday, September 1: Most Town offices closed for the Labor Day holiday.
  - Monday, September 8: Closed Session TBD; 6:00 PM Regular Session
  - Monday, September 22: Closed Session TBD; 6:00 PM Regular Session
- Active RFP's: Comprehensive Plan Update opening Friday, September 5th. Impact Development and General Fees Review and Update opening September 12th.
- General On-call Engineering and On-call Stormwater Engineering Request for Qualifications: Intent is to release right after the Labor Day holiday.
- Digitizing Records will be upcoming in the next few months. We are still working to get better guidance from the MD State Archives regarding digital records requirements; regardless we will proceed as necessary.
- Multipurpose Building Demolition: Sara has submitted the appropriate reporting to DHCD and to my knowledge we are waiting for the official Release of Funds. Bidding and demolition should proceed fairly quickly after that.
- While not currently budgeted for FY26, Stormwater Facilities Identification RFP will be in development.

#### Economic and Community Development

- Working on our 2025 Annual Report for our Arts and Entertainment District
- Hosted Department of Commerce Secretary Coker and special guests on a tour and lunch.
- Working on staff report for the future of the Berlin Welcome Center building
- Attended monthly Berlin Chamber Board Meeting
- Finalized our 2026 Town event schedule to be presented along with the Berlin Chamber of Commerce and Taylor House Museum Events during the September 8th Council meeting.
- Town and Berlin Main Street Arts and partner events:
  - Restaurant Week
  - Record Store Day: Vintage and Vinyl
  - The Berlin Little League Parade (Berlin Little League)
  - The Berlin Farmers Market (May-October, 26 Sundays)
  - Memorial Day Ceremony (Boggs – Disharoon)
  - Memorial Day Parade (BCIA)
  - Fireworks
  - Oktoberfest
  - Touch A Truck n Treat
  - Ice Ice Berlin and Tree Lighting
  - Christmas Parade

- Hanukkah Celebration (The Inn Berlin)
  - NYE 6pm Celebration
- \*All other events are coordinated by the Berlin Chamber of Commerce or the Taylor House Museum
- The Horticultural Advisory Committee is no longer able to coordinate the Pumpkins in the Park event, so we offered it to the Taylor Museum, and they have accepted; this event will now be hosted on the museum lawn, Friday evening, October 24th.
- This Saturday is the Berlin Chamber of Commerce Chili Pepper Festival, 12 noon-5 pm. Streets close at 9 am.

#### **Electric**

- South Main Street - Disconnect for generator install.
- Esham Ave - Disconnect for customer side upgrade.
- Downtown - Removed all tree lights.
- South Main Street - Disconnect for customer side upgrade.
- North Main Street - Primary underground project.
- Germantown Rd - Removed overhead service.
- Poplar Rd - Installed underground service.
- North Main Street - Tree trimming & replace broken channel riser.
- Berlin Police Department-Removed broken tree limb.
- Maple Ave - Removed service and meter.
- Buckingham Rd-Pole top maintenance.
- Maple Ave - Installed AMI meters.
- RT 113 & Burley Street-Replaced three utility poles.
- AMI project - Installing Gateways.
- Cutoffs - Non-Payment.
- Power Plant - Peak Shaving & Maintenance.

#### **Finance Director**

Continues to work on:

- FY 2025 Audit preparation, planning, confirmations. Reports for auditors. Account reviews.
- FY 2025 end-of-year performance. Review actual vs budgeted, purchase orders and encumbrances.
- FY 2025 capital projects for fixed assets recording inventory records.
- ChargePoint station contract review and billing reconciliations.
- Tyler's new server migration and discussion on the possibility On Cloud hosting.
- Grants, water loans, public works bond, electric AMI meters bond.
- Opioid settlements, outstanding plan, and questions. Program implementation with Hope 4 Recovery.
- Bank accounts review, collateral coverage, and interest rates changes.
- CDA Bond paperwork, closing paperwork, first expenditures, and draws.
- Delinquent accounts review.
- Public Service Commissioner's reports and submissions, PCA calculations – Michelle.
- DBF invoices review and processing.
- EA invoices review and processing.
- Credit card payments and processing.
- Bank reconciliations and journal entries – Melissa.
- Electric rate study paperwork and necessary reports for evaluation.

- Working with Booth and Assoc-in process.
- Water and electric meter readings- Michelle.
- Smart metering project planning and Tyler integration.
- Check processing and credit card payments, review registers, checks, and the Town's card payments – Shirley.
- Department meetings scheduled, projects, and planning.
- New department positions. Employees' training.
- Closing of FY 2025 steps and procedures.
- Implementation of new Tyler modules for code enforcement, assets, and project accounting.

#### **Planning Department**

- Conducted interviews for the Permit Coordinator position and made an offer.
- Attended Historic District Commission meeting 8/6/25 - all 5 cases were approved.
- Attended Planning Commission meeting 8/13/25 - 1 case – postponed.
- Attended Monthly Project review meeting 8/13/25.
- Preparing for the next Historic District Commission meeting 9/3/25 - 3 cases.
- Preparing for the next Planning Commission meeting 9/10/25 - 2 cases.
- Received permits for 1 alteration, 2 renovations, 1 roof, 1 deck, 1 excavation, 2 long-term rental applications, 2 contractor licenses.
- Released permits for 4 roofs, 1 renovation, 2 alterations, 1 Certificate of occupancy.
- Performed 1 complaint interior inspection.
- Attended TuGIS Conference in Towson.
- Preparing data for the parking map to present at the Merchant meeting.

#### **Police Department**

- 8/5 – National Night Out (Henry Park):
  - Chief Downing
  - Lt. Fisher
  - Sgt. Bragg
  - Sgt. Collins
  - Cpl. Bratten
  - S.O. Engelbrecht
  - Pfc. Shockley
  - Officer Duncan
- 8/12 & 8/13 Taser Instructor Recertification Class:
  - Sgt. Collins
- Collisions – 8
- Arrests – 7

#### **Public Works**

- We have worked the past week to ensure all playground areas are up to code with EWF mulch. Once the playgrounds are completed, the exercise pods will be taken care of as well.
- The 4-way spring rocker painted by Jess Hall is now back in service in SDP. We are very happy with the appearance, and we believe it brought some new life to one of SDP's older toys.
- The pedestrian bridges around the pond at SDP will be redone in the coming weeks by Parker Gill for his Eagle Scout project. PW will assist with the project, providing tools and supervision.
- PW will assist with this weekend's Chilli Pepper Festival. We will provide traffic control, trash collection, and crewing during the event.

- We have been working in Decatur Farms to trim trees growing into roadways, as well as address potholes in the streets. We plan to continue this work around town in the coming weeks.
- Trash and recycling collection continues as normal.
- Daily trash collection and maintenance in parks and town-owned areas continues as well.

#### **Water Resources**

- 346 Test Well new location research.
- Lead Service Line discussion meeting.
- Tech MD on site to install upgraded network.
- Onsite Buckingham School Redesign meeting.
- Cheryl Ave water leak.
- Powellton Ave Progress meeting.
- Preparation for the TOB Summer Staff Gathering.
- Water Main Break on Bay St.
- 346 West lift station pump issues.
- Replaced Actuator on sbr#2 due to old one faulted.
- Pressed sludge.
- Hauled sludge.
- Cleaning lift stations.





Check Run Report  
will be posted when available.