



BERLIN, MARYLAND

MAYOR AND COUNCIL MEETING

MONDAY, MARCH 13, 2017

**COUNCIL CHAMBERS – BERLIN TOWN HALL
10 WILLIAM STREET
BERLIN, MD 21811**

EXECUTIVE SESSION6:00 PM
REGULAR SESSION7:00 PM

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BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, March 13, 2017

6:00 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(7) – To consult with counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 02/27/17
 - b. Statement of Closure for Executive Session of 02/27/17
 - c. Regular Session of 02/27/17
2. Berlin Library Project - Jennifer Ranck, Worcester County Library Director
 - a. Berlin Library Project Update
 - b. Motion of Mayor and Council 2017-10 – Request to waive building permit and utility connection fees
3. Motion of Mayor and Council 2017-11 – Requesting approval of the Jeep Jam Lease Agreement – Amanda Cropper
4. Special Event Request – Habitat for Humanity – Farm to Table – Andrea Bowland
5. Motion of Mayor and Council 2017-09 – Requesting approval of the FY18 Program Open Space Annual Development Program as presented –Mary Bohlen
6. Departmental Reports:
 - a. Finance Director – Natalie Saleh
 - b. Administrative Services Director – Mary Bohlen
 - c. Water Resources/Public Works – Jane Kreiter
 - d. Electric – Tim Lawrence
 - e. Police – Robert Fisher
 - f. Planning – Dave Engelhart
 - g. Economic and Community Development – Ivy Wells
 - h. Managing Director – Jeff Fleetwood
7. Town Administrator’s Report

8. Comments from the Mayor
9. Comments from the Council
10. Comments from the Public
11. Comments from the Press
12. Adjournment



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, February 27, 2017

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

Present: Mayor Gee Williams, Councilmembers Thom Gulyas, Zackery Tyndall, Elroy Brittingham, Troy Purnell.

Absent: Councilmember Dean Burrell.

Staff Present: Managing Director Jeffrey Fleetwood, Water Resources/Public Works Director Jane Kreiter, Administrative Services director Mary Bohlen, Town Attorney David Gaskill, Police Lieutenant Robert Fisher, Electric Utility Director Tim Lawrence, and Administrative Assistant Kelsey Jensen.

Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:10 PM.

A. Proclamation 2016-06 – Honoring Jesse Turner owner of The Shoe Box
 Mayor Williams read the Proclamation and thanked Mr. Turner for his years of service. He reminded everyone of the reception for Mr. Turner at the Berlin Welcome Center on Thursday, March 2, 2017 at 5pm.

1. Approval of the Minutes for:

a. Executive Session of 02/13/17:

On the motion of Councilmember Gulyas, the Executive Session minutes of February 13, 2017 were approved by the following vote:

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

b. Statement of Closure for Executive Session of 02/13/17:

Mayor Williams read the Statement of Closure.

c. Regular Session of 02/13/17:

On the motion of Councilmember Gulyas, the Regular Session Minutes of February 13, 2017 were approved by the following vote:

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

2. Presentations: Atlantic General Hospital – Michael Franklin

Mr. Franklin, CEO and President of Atlantic General Hospital presented information about Atlantic General Hospital. Mayor Williams stated that he is very proud of the hospital and everything they do for the town and people in the area, it is a huge economic driver and he wants to be supportive of the capital campaign. Councilmembers Tyndall and Brittingham also stated that they are proud of everything the hospital does.

3. Park Reservation Form: Blessing of the Wheels – Gussie Sholtis

Ms. Sholtis explained her event and said it will take place in Stephen Decatur Park from 12pm to 3pm on Saturday, April 22, 2017 and all are encouraged to attend. Councilmember Tyndall asked if any alcohol will be present; Ms. Sholtis responded no. Mayor Williams stated that on her Park Reservation form she has from 11am to 2pm listed; she stated that after speaking with Chief Downing that they feel 12pm to 3pm is a more suitable time. On the motion of Councilmember Gulyas, the Blessing of the Wheels event from 12pm to 3pm was approved by the following vote:

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

4. Burley Oak – Explore Berlin Festival – Bryan Brushmiller

Bryan Brushmiller, owner of Burley Oak described all of their events in detail and requested the Councils approval to host three (3) Explore Berlin events and the Independence Day Celebration, which they will be fully funding this year. Mayor Williams said last year was very successful. Councilmember Purnell said when they have the events they are happy with the cleanliness and calmness of the attendees. Carol Rose, Chairman of the Historic District Commission expressed concerns about the amount of events that Burley Oak would like to host and hopes for more family friendly events. Jeffrey Fleetwood and the Council expressed a concern about work being done at Burley Oak without a permit. Councilmember Tyndall made a Motion to approve the events put forward tonight pending that Burley Oak get their permit before any more work is done. Town Attorney David Gaskill recommended a more specific Motion. He suggested it should read that the approval is contingent upon Burley Oak getting the proper permits before beginning any work and one for the work done today, or the approval will be voided.

On the motion of Councilmember Tyndall, Burley Oak's events were approved by the following vote contingent upon Burley Oak getting the proper permits before beginning any work and one for the work done today, if any was done, if this is not completed the event will not be approved:

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

5. Motion 2017-08 – Motion to transfer of one (1) equivalent dwelling unit (EDU) from the Worcester County Senior Center to the Berlin Library project located on Harrison Avenue (Tax map 300, Parcel 1287) – Jennifer Ranck, Worcester County Library Director

Jennifer Ranck, Worcester County Library Director, thanked Ms. Kreiter, Mr. Lawrence, Mr. Engelhart and Ms. Allen for all their help. She requested that one (1) EDU be transferred from the Worcester County Senior Center to the Berlin Library project located on Harrison Avenue. Mayor Williams asked Ms. Kreiter if the EDU's are transferable from Worcester County Senior Center. Ms. Kreiter stated that the Senior Center has an excess of 18 EDU's, so it will not be a problem.

On the motion of Councilmember Gulyas, Motion 2017-08 was approved by the following vote:

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

6. Request for Change Order – Police Facility – Jeffrey Fleetwood

Mr. Fleetwood introduced Alan Brock, Crosby and Associates Architect, Architect of Record for the Police Station. Mr. Brock stated that they have had some issues with bad soil at the new police facility and Willow Construction had Hynes and Associates Soil Engineers out to certify the soil and a considerable amount of soil is too soft and cannot be compacted to support the foundation. Davis, Bowen & Friedel, Inc. has come out to look at the soil and concurs with Hynes that the soil is unable to be used. They have submitted a change order in the estimated amount of approximately \$29,600. Mayor Williams asked if an estimate of up to \$30,000 would be an appropriate amount to approve; he stated he thinks it would be and if it is not enough they will let the Town know. Councilmember Gulyas asked what will be done with the unused soil and if Ms. Kreiter has any use for the soil; she said she does not. Mayor Williams said once it is removed to please touch base with Ms. Allen to see what we would like to do with the soil.

On the motion of Councilmember Brittingham, the change order up to \$30,000 was approved by the following vote:

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

7. Departmental Reports:

- a. Administrative Services Director – Mary Bohlen

Ms. Bohlen reminded the Council that the Parks Commission will be meeting on Tuesday, March 7, 2017 at 5:30pm to discuss spring events and activities.

b. Water Resources/Public Works Director – Jane Kreiter

Ms. Kreiter stated that her and Ms. Allen, Town Administrator, have discussed the excess equivalent dwelling units (EDU's) at the new police facility and it is their recommendation that they be released back to the town supply, as they are unneeded.

On the motion of Councilmember Brittingham, the eight (8) EDU's being released back to the town was approved by the following vote:

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

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence reported that they replaced two (2) rotting poles, unloaded the new tennis court lights for Stephen Decatur Park, and they are being stored at the storage shed at Berlin Falls Park, and they helped the Water Department replace two (2) pumps at Williams Street and West Street. They also installed a light at the pumping station in Cannery Village, performed meter reads, and lastly, they will be installing two underground services this week.

d. Police Lieutenant – Robert Fisher

Lieutenant Fisher had nothing to report. Mayor Williams stated that Lieutenant Fisher is filling in for Chief Downing while the Chief is out for a surgery and wished him well.

e. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood will be attending a FEMA training for emergency preparedness at the Newark Fire Training Center on Tuesday and Wednesday and on Friday at 11am in the Conference Room he will be going over benefit renewals and the Council is invited to attend.

8. Town Administrator's Report – Jeffrey Fleetwood on behalf of Laura Allen

Mr. Fleetwood presented on behalf of Laura Allen. Mr. Fleetwood explained that Jamey Latchum, Wastewater Superintendent, has been leasing a mini-excavator since December and it has proven to be a handy piece of equipment and Mr. Latchum recommends we purchase one for the town. We currently pay \$3,000 a month to lease it, eventually the leased one will pay for itself. He recommends we approve requisition 201701204 to purchase a new mini-excavator. Mayor Williams asked about the years of service it will provide, Mr. Latchum explained if we purchased the leased one it would only have a one (1) year warranty, but if we purchase a new one it will have a five (5) year 5,000-mile warranty. Councilmember Tyndall asked if this equipment will be used for other things; Mr. Latchum stated that it will serve many purposes. Mr. Lawrence stated that if Ms. Kreiter and Mr. Latchum approve, he may also be able to utilize the equipment.

On the motion of Councilmember Tyndall, Requisition 201701204 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				

Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

9. Comments from the Mayor:
Mayor Williams had no comments.

10. Comments from the Council:

Councilmember Gulyas had no comments.

Councilmember Tyndall had no comments.

Councilmember Brittingham had no comments.

Councilmember Purnell had no comments.

11. Comments from the Audience – none

12. Comments from the Press – none

13. On the motion of Councilmember Brittingham, the Mayor and Council meeting was adjourned at approximately 8:45 pm.

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

Respectfully Submitted,


Kelsey Jensen
Administrative Assistant

Berlin Library Project Update:

Jennifer Ranck, Worcester County Library
Director



MOTION OF THE MAYOR AND COUNCIL No. 2017-10

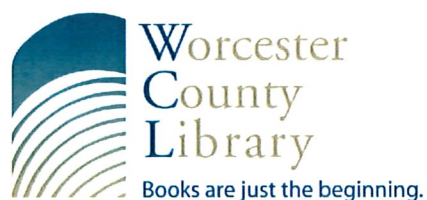
A motion of the Mayor and Council of the Town of Berlin approving the waiver of the permitting fees for the Worcester County Library Project in an amount not to exceed \$23,300 and the labor costs associated with the electric installation in the amount of \$3,427 for a total of \$26,727.

Approved this ____ day of _____, 2017 by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of ____ to ____ opposed, with ____ abstaining.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator



March 6, 2017

Honorable Wm. Gee Williams, III
and Members of the Town Council
Town of Berlin
10 William Street
Berlin, Maryland 21811

Dear Mayor Williams and Town Council:

Thank you for transferring the EDU at the February 27, 2017 meeting. We are very grateful for your support. I am writing on behalf of the library to request your assistance again as we continue to identify funding sources and look for ways to save money for the project to be successful.

The library anticipates seeking County Commissioner approval to move into the construction phase for the new Berlin Library Branch later this March. The Commissioners recently approved the \$2,500 to establish an escrow account at their February 21 meeting. As we did during the design phase of the project, we are in search of ways to reduce the project cost. We respectfully request the waiver of permit fees, including the building permit. Fortunately, the library will receive waivers for some fees, including Fire Marshal, County Forestation, State Erosion and Sediment Control, State Stormwater, and County Plumbing. The library is also asking for assistance with utility connections. The project requires the installation of a new electric transformer and connecting power to Harrison Avenue as well as moving a guy wire pole.

The Town of Berlin has helped advance this project and we have been overjoyed by the community's support. We very much look forward to the opening of this new facility and the many benefits we will be able to offer to the Berlin community.

Thank you for your consideration of this request.

Sincerely yours,

Jennifer Ranck
Director

Cc: Harold Higgins, Worcester County Chief Administrative Officer
Bill Bradshaw, Worcester County Engineer
Worcester County Library Board of Trustees



MOTION OF THE MAYOR AND COUNCIL No. 2017-11

A motion of the Mayor and Council of the Town of Berlin approving the Jeep Jam Lease Agreement for 2017.

Approved this ____ day of _____, 2017 by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of ____ to ____ opposed, with ____ abstaining.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "*Lease*") is made this _____ day of _____, 20__ (the "*Effective Date*"), by and between **MAYOR AND COUNCIL OF THE TOWN OF BERLIN**, (hereinafter referred to as "*Landlord*"), whose business and mailing address is 10 William Street, Berlin, Maryland 21811 and **OCEAN CITY 4 X 4, LLC**, (hereinafter referred to as "*Tenant*"), whose business and mailing address is 9919 Stephen Decatur Highway, Suite 4, Ocean City, Maryland 21842.

WHEREAS, Landlord is the sole owner of that certain property located at **10009 Old Ocean City Blvd., Berlin, Maryland 21811 – Berlin Falls Park** (the "*Property*");

WHEREAS, Tenant desires to lease the Property for the purpose of hosting the Berlin Jeep Week - Jeep Jam event, as more particularly described in Article III below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**ARTICLE I
THE PREMISES**

Landlord, for and in consideration of the Rent and the other conditions and covenants to be observed, satisfied, fulfilled and performed by Tenant, and subject to the conditions hereinafter set forth demises and leases to Tenant, and Tenant leases and takes from Landlord, the Property (the "*Premises*"). By taking possession of the Premises, Tenant acknowledges that it has: (i) inspected the Premises and found such Premises to be satisfactory; (ii) accepted the Premises, and all improvements, betterments and equipment "AS IS," with no representation or warranty by Landlord as to the condition or suitability of the Premises for Tenant's purpose; and (iii) agreed that Landlord has no obligation to improve or repair the Premises, unless said obligation is specifically set forth in this Lease.

**ARTICLE II
TERM**

Tenant agrees to lease the above described Premises for a period of four (4) days commencing on the 24th of August, 2017 and ending on August 27, 2017. Beginning July 15, 2017, Tenant shall have access to the property to prepare the course for use during regular park hours.

ARTICLE III

USE AND OPERATION OF THE PREMISES

Tenant shall use its best efforts to keep the Premises open for business throughout the Term and to conduct its business in the Premises in a first-class manner and consistent with reputable business standards and practices. Tenant shall use the Premises solely for the hosting of the Berlin Jeep Jam Event, including obstacle courses, trail rides, mud pits, vendors, music, bonfire, and kids' play area, and for no other purpose without the prior written consent of Landlord, which shall be exercised in its sole and absolute discretion. Tenant shall, at its expense, procure any and all governmental licenses and permits required for the conduct of Tenant's business at the Premises and shall, at all times, comply with the requirements of each such license and permit. Tenant shall name its event the Berlin Jeep Jam and shall provide Landlord with full sponsorship benefits in all advertising and promoted materials. Tenant shall meet with the Berlin Chief of Police 45 days prior to the event to review potential vendors, the number of participants and crowd control plan. Tenant shall be responsible for providing portable bathroom accommodations for visitors and shall be responsible for trash collection and removal. Tenant shall choose a non-profit vendor to provide food. No alcoholic beverages shall be on the premises. Tenant agrees to post signs to this effect on the Property during the event. Tenant also agrees to provide a free shuttle service from the event to Berlin's downtown area.

The Landlord will provide for the sweeping of streets at Landlord's expense. Tenant will ensure all vehicles are rinsed before leaving the Property.

Tenant covenants and agrees that (i) Tenant shall not commit or suffer to be committed any nuisance or other act or thing to be done in or about the Premises which will in any manner whatsoever unreasonably obstruct or interfere with the rights of other tenants or patrons of the Property or injure or annoy them; nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful or other objectionable purposes; (ii) Tenant shall not abandon or leave vacant any part of the Premises; (iii) and Tenant shall not subject fixtures, furnishings or equipment (other than trade fixture or trade equipment) which are affixed to the realty to any mortgage, lien, conditional sales agreement, security interest or other encumbrance. Tenant further covenants and agrees that (i) the Premises shall be kept neat, clean and in good order by Tenant at Tenant's expense, including necessary and periodic cleaning as shall be reasonably necessary to maintain such Premises in first-class condition and in keeping with the general standards of maintenance and good appearance of the building; (ii) Tenant will maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests, will not burn or permit accumulations of garbage, trash, rubbish and other refuse (collectively "trash"); (iii) Tenant shall, at Tenant's sole cost and expense, maintain all plumbing within the Premises in a good and proper working order; and Tenant agrees to leave the water in Kitts Branch and in the ponds undisturbed. Tenant shall

not extract water from Kitts Branch or the ponds. Tenant shall restore the property to its original condition upon the termination of this Lease Agreement.

**ARTICLE IV
RENT**

Tenant shall pay Rent to Landlord, upon the signing of this Lease, in the sum of \$4,000.00.

**ARTICLE V
UTILITIES**

During the Term of this Lease, Tenant shall be responsible for all utilities serving the Premises, including, but not limited to, electricity, water, sewer, telephone, cable/satellite TV, etc..., if any.

**ARTICLE VI
INDEMNITY**

Tenant shall indemnify, defend and hold Landlord, Landlord's lessors, its partners, officers, members, shareholders, trustees, principals, agents, managers, employees and any Mortgagee(s) (collectively, the "Indemnitees") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Indemnitees and arising, directly or indirectly, out of or in connection with (i) the use or occupancy of the Premises by Tenant, its agents, servants, employees, invitees, and/or contractors; (ii) Tenant's breach of its obligations under this Lease; and (iii) any act, omission or negligence of Tenant, its agents, servants, employees, invitees and/or contractors. In case any action or proceeding is brought against any of the Indemnitees by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding by counsel approved by Landlord.

**ARTICLE VII
INSURANCE**

Tenant shall adequately insure the Property and all public or common areas from liability. Commencing on the date of delivery of the Premises from Landlord to Tenant and at all times thereafter. Tenant shall carry and maintain, at its sole cost and expense comprehensive general liability insurance, with a broad form comprehensive general liability endorsement

applicable to the Premises and its appurtenances, providing coverage which will pay all sums which any named and/or additional named insureds shall be legally liable to pay as damages due to bodily injury (including death) or property damage, in the broadest form of such comprehensive general liability coverage, as endorsed with Broad Form Comprehensive General Liability, from time to time available in the jurisdiction in which the Premises are located. Landlord shall be listed as an additional insured and the policy shall provide coverage in the amount of Three Million Dollars. Tenant shall provide certificate of insurance to Landlord at least 30 days prior to accessing the property on July 15, 2107. In addition, Tenant shall provide certificate of insurance for the shuttle services provided during the event.

ARTICLE VIII ASSIGNMENT AND SUBLEASE

This Lease may not be assigned or transferred, and the Premises may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent, which may be withheld in its sole and absolute discretion.

ARTICLE IX ALTERATIONS/REPAIRS

Tenant shall not make or cause to be made any alterations, renovations, improvements or other installations in and to the Premises or any part thereof without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. All work performed by Tenant in the Premises shall be performed (i) promptly, at Tenant's sole cost and expense, and in a workmanlike manner with first-class materials; (ii) by duly qualified or licensed persons; (iii) without interference with, or disruption to, the operations of Landlord or other tenants or occupants of the Property; and (iv) in accordance with plans/specifications approved in writing in advance by Landlord (as to both design and materials) which approval maybe withheld in Landlord's sole and absolute discretion.

No mechanic's or other lien shall be allowed against the Property as a result of Tenant's Work or improvements to the Premises. Tenant shall promptly pay all persons furnishing labor, materials or services with respect to any work performed by Tenant on the Premises. If any mechanic's or other lien shall be filed against the Premises or the Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant, Tenant shall cause the same to be discharged of record or bonded to the satisfaction of Landlord within five (5) days subsequent to the filing thereof. If Tenant fails to discharge or bond any such lien, Landlord, in addition to all other rights or remedies provided in this Lease, may bond said lien or claim (or payoff said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof and

all expenses incurred by Landlord in so discharging said lien, including reasonable attorney's fees, shall be paid by Tenant to Landlord as additional Rent on five (5) days' demand.

ARTICLE X CASUALTY

If during the Term of this Lease, the Premises are damaged by fire, flood, windstorm, earthquake, explosion, hurricane, tornadoes, acts of God, or the like, so that the same are rendered wholly untenable, and if the Premises cannot be repaired within ninety (90) days of said the time of said damage, then this Lease shall terminate as of the date of such damage. In such case, Tenant shall pay the rent apportioned to the time of damage and shall immediately surrender the Premises to Landlord who may enter upon and repossess the same and Tenant shall be relieved from further liability hereunder. If any damage by an of the above casualties, rendering the Premises untenable, can be repaired within ninety (90) days thereafter, Landlord agrees to repair such damage promptly and this Lease shall not be affected in any manner except that Rent shall be suspended and shall not accrue from the date of such damage until such repairs have been completed.

If said Premises shall be partially damaged by any of the above casualties as to be partially unfit for occupancy, Landlord shall repair the Premises promptly and during the period from the date of such damage until the repairs are completed. Rent shall be apportioned so that Tenant shall pay as Rent an amount which bears the same ratio to the entire monthly Rent as the portion of the Premises which Tenant is able to occupy during such period bears to the entire Premises. If the damage by any one of the above casualties is so slight that Tenant is not disturbed in his possession and enjoyment of the Premises, then Landlord shall repair the same promptly and in that case the Rent accrued or accruing shall not abate.

No compensation or claim or diminution of Rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Premises or any portion of the Property of which the Premises are a part, however the necessity may occur. Tenant understands and agrees that for this reason it will have adequate insurance available to protect its interest in the event of such a casualty. Notwithstanding any provision of this Lease to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust convey the Premises requires that insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to the Tenant within ten (10) business days after such requirement is made by Landlord's lender, whereupon this Lease and all of the rights and obligations arising out of this Lease shall terminate.

ARTICLE XI
SUBORDINATION AND ATTORNMENT; QUIET ENJOYMENT

Tenant's rights under this Lease are subordinate to any easement, license, mortgage, deed of trust or other security instrument now or hereafter affecting the Property; (those documents referred above hereinafter referred to as a "Mortgage" and the person or persons having the benefit of same being referred to as a "Mortgagee"). Tenant's subordination provided herein is self-operative and no further instrument of subordination shall be required, but Tenant shall execute and deliver within fifteen (15) days of written request, a subordination agreement and whatever other instruments as may be requested by a Mortgagee from time to time. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, Tenant shall, without charge, attorn to such successor-in-interest upon written request.

Landlord covenants that Tenant, upon performing all of Tenant's obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term without hindrance, ejection or molestation by any person lawfully claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease and all Mortgages, encumbrances, easements, and matters of record to which this Lease is or may become subject.

ARTICLE XII
DEFAULT

If any monthly installment of Rent as herein called for remains overdue and unpaid for five (5) Days, Landlords shall impose a penalty of \$100 of the monthly amount for each month overdue. Any payment not received within 15 days of the due date shall bear interest at the rate of twelve percent (12%). If any monthly installment of Rent remains overdue and unpaid for thirty (30) days or if any other default hereunder is not cured by Tenant within fifteen (15) days of the provision of written notice by Landlord to Tenant of such default hereunder, Landlord may, at its sole option, at any time during such default, declare this Lease terminated and take possession of the Premises following five (5) days' written notice to the Tenant of Landlord's election to do so. At such time, all outstanding amounts due under the Lease for the remainder of the Term shall become accelerated and due immediately to Landlord from Tenant, including, but not limited to, all Rents due until the termination date hereunder.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Notice

Whenever any demand, request, approval, consent or notice shall or may be given by one party to the other, notice shall be addressed to the parties at their respective addresses as set forth herein and delivered by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail, return receipt requested. The date of actual receipt shall be deemed the date of service of notice. In the event an addressee refuses to or does not accept delivery, however, then notice shall be deemed to have been served on either (i) the date hand delivery was attempted, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its notice address by giving the other party notice, in accordance with the above, stating the change and setting forth the new address.

Recordation

Neither this Lease nor a memorandum thereof shall be recorded by Tenant without the written consent of Landlord in its sole and absolute discretion.

Attorneys ' Fees

If Landlord brings an action to enforce the terms hereof or declare rights hereunder and prevail in such proceeding, whether by default or otherwise, the Landlord shall be entitled to its reasonable attorneys' fees and court costs to be paid by the Tenant. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees and court costs reasonably incurred in good faith. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

Successors and Assigns

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective permitted successors and assigns. Upon any sale or other transfer by Landlord of its interest in the Premises, Landlord shall be relieved of any obligations under this Lease occurring subsequent to such sale or other transfer.

Limitation of Recovery

It is specifically understood and agreed that there shall be no personal liability of any shareholder, partner, member, director, trustee, officer, employee, representative, or agent of Landlord or Tenant, in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Property for the satisfaction of Tenant's remedies. Accordingly, Tenant hereby agrees to look solely to Landlord's equity in the Property for the satisfaction of any claim arising from this Lease and shall not seek to impose personal liability on any shareholder, trustee, partner, member, officer, employee, representative or agent of Landlord. A similar limitation on liability shall be inserted in each document executed by Landlord pursuant to this Lease.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Brokers' Commission

Landlord and Tenant warrant and represent to each other that no broker, finder or agent has acted for or on their behalf in connection with the negotiation, execution or procurement of this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, obligations, and damages arising, directly or indirectly, out of or in connection with a claim from any other broker, finder or agent with respect to this Lease or the negotiation thereof, including costs and attorneys' fees incurred in the defense of any claim for compensation.

Lease Effectiveness

Although Tenant's execution of this Lease shall be deemed an offer irrevocable by Tenant, the submission of this Lease by Landlord to Tenant for examination shall not constitute a reservation of or option for the Premises. This Lease shall become effective only upon execution thereof by both parties and delivery thereof to Tenant.

Survival

Notwithstanding anything to the contrary contained in this Lease, the expiration of the

Term of this Lease, whether by lapse of time or otherwise, shall not relieve Tenant from its obligations accruing prior to the expiration of the Term.

Business Entity Covenants

Tenant hereby represents and warrants that (i) Tenant is in good standing as of the date hereof, (ii) Tenant is duly-qualified, and all steps have been taken prior to the date hereof to qualify Tenant to do business in Maryland, (iii) all franchise, corporate and other taxes have been paid to date, (iv) all prior and future forms, reports, and/or other documents or fees necessary to comply with all laws applicable to Tenant's legal status have been filed and paid or will be filed or paid when due; (v) each of the undersigned executing this Lease on behalf of the Tenant are duly elected and qualified officers of Tenant (or partners in the case of partnerships and such other appropriate roles in the case of other entities), and no other signatures are required to legally bind the entity, and (vi) Tenant is authorized to enter into this Lease pursuant to a duly adopted resolution of the Board of Directors of Tenant (or such other appropriate action in the case of non-corporate entities).

Time Is Of The Essence

With respect to the payment of Rent and the performance by Tenant of all of its obligations and covenants under this Lease, time is and shall be of the essence.

Merger

Tenant expressly waives any right or defense which it may have to claim a merger, and neither the commencement of any action or proceeding nor the settlement thereof or entering of judgment therein shall bar Landlord from bringing subsequent actions or proceedings from time to time.

Waiver

No agreement to accept a surrender of the Premises prior to the expiration of the Term shall be valid unless in writing and signed by an authorized representative of Landlord. The delivery of keys by or on behalf of Tenant for any part of the Premises to any employee or partner of Landlord or to Landlord's agent or any employee of such agent shall not operate as a termination of this Lease or as a surrender of the Premises. The failure of Landlord to seek redress for violation of, or to insist on the strict performance of, any covenant of this Lease or any of the rules and regulations in effect from time to time, whether by express waiver or otherwise, shall not prevent a subsequent action which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by Landlord of

Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the rules and regulations against Tenant or any other tenant in the Property shall not be deemed a waiver of any such rule or regulation. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed a settlement of a legal dispute or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy. Landlord's consent to, or approval of, or failure to take action on any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Applicable Law

This Lease shall be governed by and construed in accordance with the laws of the State of Maryland and shall not be construed either for or against Landlord or Tenant, but shall be interpreted as a whole according to its fair meaning. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that Landlord may determine the venue of such suit or action.

Counterparts

This Lease may be executed in one or more counterparts, any one of which, if originally executed, shall be binding upon each of the parties signing thereon and all of which taken together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Commercial Lease Agreement under their respective hands and seals as of the day and year first above written.

TENANT:

OCEAN CITY 4 X 4, LLC

LANDLORD:

MAYOR AND COUNCIL OF THE TOWN OF
BERLIN

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



**SPECIAL EVENT
TOWN STREET CLOSURE/REQUEST FOR SERVICES**



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.

FORM MUST BE COMPLETED AND SUBMITTED:

NO LESS THAN 60 DAYS IN ADVANCE OF THE EVENT IF STATE ROADS ARE TO BE CLOSED (SEE PAGE 2)

NO LESS THAN 30 DAYS IN ADVANCE OF ANY OTHER EVENT

Today's Date: 2-28-2017

Requested Date(s) of the event: Sat, 6/3
Rain date: Sun, 6/4

Name of Event: Habitat for Humanity
Farm to Table Dinner

Estimated number of attendees: 125

Applicant Name: Andrea Bowland

Sponsoring Organization or Business Name: Habitat for Humanity

Person(s) to Contact Day of Event: Name: Same as above Cell # _____
 Name: _____ Cell # _____

Description of event: Seated Dinner serving beer/wine, Live music, Art on display, Fundraiser for the Jefferson St. Project.

Event Start time: 5pm Road Closure Start: 2pm

End time: 8pm End: 10pm

Location of Event: Jefferson/Gay St.*

*If activity is in a Town park, a Parks Reservation form must be complete.

Applicant Cell Phone: 443-880-2570

Email: director@habitatwv.com

- 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: [Signature] Date: 2-28-17

Printed Name: Andrea Bowland

Approved by the Mayor and Council on the _____ day of _____, 20____. For _____ Opposed _____ Abstain.

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.	
Will event require the closure of street(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Barricade locations must be marked on map.	
Blockage/Closure Time:	Start: 2pm	End: 10pm	If streets to be closed are Main Street, Bay Street, Broad Street, Old Ocean City Blvd., or Willam Street, for more than one hour, State Highway Administration Road Closure Form must be completed. State Highway Form submitted if applicable? <input type="checkbox"/>
Will on-street parking need to be cleared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Notes: # of barricades _____ Barricades to be dropped off: _____ Time/Date	No-Parking signs to be placed: _____ Time/date Must be placed 24 hours prior to event.
Will parking areas need to be cleared/closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Other Items/Services:		If applicable, items listed are in addition to those normally in place.	
Trash cans	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	# Required _____	Trash cans to be placed: _____ Time/date
Picnic Tables and/or Chairs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# Required _____ # Required _____	To be placed: _____ Time/date
Stage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Location must be marked on map.	Stage to be placed: _____ Time/date Extensions needed: <input type="checkbox"/>
Temporary Fencing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Location must be marked on map.	Fencing to be placed: _____ Time/date <input type="checkbox"/>
Porta-potties	<input checked="" 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: _____ Time/date
Signs: Other than banners or parking	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Informational signs during the event not applicable.	Sign Permit may be required. Planning Office review _____ Date Sign Permit needed/submitted? <input type="checkbox"/>
Will there be vendors/individuals selling goods or services as part of the event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Vendor's Application and Certification for Peddling and Soliciting will be required for EACH vendor participating in the event. If event/activity is in a municipal park a Business Use of Park Application will be required IN ADDITION to Vendor's Application and Certification for Peddling and Soliciting. Vendor's Permit(s) needed/submitted? <input type="checkbox"/>	

Additional Forms Required:	Yes	No	Date Rec'd	Initials
State Highway Administration Request for Road Closure				
Park Reservation Application and Permit				
Request for Electric Service	✓		2-28	ST
Request for Banner Placement	✓		2-28	ST
Sign Permit				
Vendor's Application and Certification for Peddling and Soliciting				
Business Use of Park Application				
Proof of Insurance				
Other:				



MAP FOR STREET CLOSURE AND SERVICES

Location of all services dependent on review with appropriate department.

Event: Farm to Table Dinner
 Event Date: Sat, June 3, 2017

Mark barricade locations with red line.

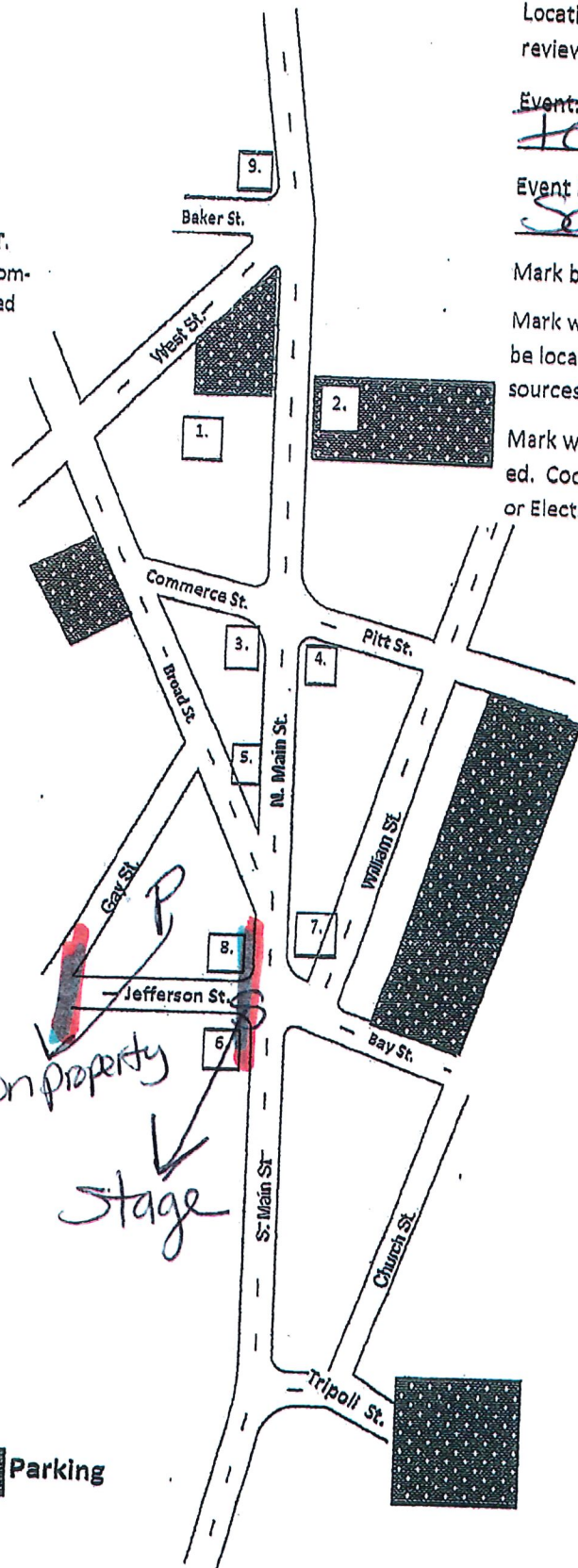
Mark with "P" where porta-potties are to be located. Coordination with Water Resources will be required.

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

Electric Locations:

REVIEW WITH ELECTRIC DEPARTMENT.
 Request for Electric Service must be completed. Circle # where electric is needed

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



Parking

Office Use only:

Comments: _____

on property

stage



**SPECIAL EVENT
REQUEST FOR ELECTRIC**



This form is in addition to the "Town Street Closure/Request for Services form. This form must be completed if electric service is required for any vendor/activity for an event. It is the event organizer's responsibility to coordinate with vendors regarding their electric needs; Berlin Electric Department staff will be glad to assist with any questions. 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: 2/28/2017

Event start time: 5pm

Date(s) of the event: Sat, 6/3

Event end time: 8pm

Name of Event: Habitat Farm Table

Number of vendors/activities needing electric service: TBD/Music

Contact Name: Andrea Bowland

Contact Phone (Day): 443-880-2570

Sponsoring Organization: Habitat for Humanity Email: director@habitatworcester.org

Signature: [Handwritten Signature]

Date: 2/28/2017

Printed Name: Andrea Bowland

Side 2 must be completed.

- NOTE: Electric service is available only in specific locations.
1. Complete the reverse of this form to determine vendors' electric needs. Your vendors should know their requirements.
 2. Contact the Berlin Electric Department to discuss needs and to assist in determining the best location for specific vendors/activities requiring electric service.

Electric Utility Director Tim Lawrence
410-629-1713
tlawrence@berlinmd.gov

Reviewed by the Electric Utility Department: Date: _____ Initials: _____

Comments _____

DETAILS OF EVENT: Please copy this page as needed.

<p>Vendor: _____ Phone: <u>443-880-2570</u></p> <p>Primary Contact: <u>Andrea Bowland</u></p> <p>Vendor Type: _____</p> <p>Load Information</p> <table style="width: 100%; border: none;"> <tr><td>Lighting</td><td>_____</td><td>KW</td></tr> <tr><td>Cooking</td><td>_____</td><td>KW</td></tr> <tr><td>Water Heating</td><td>_____</td><td>KW</td></tr> <tr><td>Miscellaneous</td><td>_____</td><td>KW</td></tr> <tr><td>Specify Unusual Motors</td><td>_____</td><td>KW</td></tr> <tr><td>Other: _____</td><td>_____</td><td>KW</td></tr> <tr><td>Total Load</td><td>_____</td><td>KW</td></tr> <tr><td>Specify Voltage</td><td>_____</td><td>KW</td></tr> </table> <p>Location of Service: _____ (determined w/Electric Department)</p>	Lighting	_____	KW	Cooking	_____	KW	Water Heating	_____	KW	Miscellaneous	_____	KW	Specify Unusual Motors	_____	KW	Other: _____	_____	KW	Total Load	_____	KW	Specify Voltage	_____	KW	<p>Vendor: _____ Phone: _____</p> <p>Primary Contact: _____</p> <p>Vendor Type: _____</p> <p>Load Information</p> <table style="width: 100%; border: none;"> <tr><td>Lighting</td><td>_____</td><td>KW</td></tr> <tr><td>Cooking</td><td>_____</td><td>KW</td></tr> <tr><td>Water Heating</td><td>_____</td><td>KW</td></tr> <tr><td>Miscellaneous</td><td>_____</td><td>KW</td></tr> <tr><td>Specify Unusual Motors</td><td>_____</td><td>KW</td></tr> <tr><td>Other: _____</td><td>_____</td><td>KW</td></tr> <tr><td>Total Load</td><td>_____</td><td>KW</td></tr> <tr><td>Specify Voltage</td><td>_____</td><td>KW</td></tr> </table> <p>Location of Service: _____ (determined w/Electric Department)</p>	Lighting	_____	KW	Cooking	_____	KW	Water Heating	_____	KW	Miscellaneous	_____	KW	Specify Unusual Motors	_____	KW	Other: _____	_____	KW	Total Load	_____	KW	Specify Voltage	_____	KW
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MOTION OF THE MAYOR AND COUNCIL 2017-09

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE FY 18 PROGRAM OPEN SPACE ANNUAL DEVELOPMENT PROGRAM AS PRESENTED.

APPROVED THIS _____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING.

Elroy Brittingham, Sr. Vice President

Approved this _____ day of _____, 2017 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____

Laura Allen
Town Administrator

**PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT
FISCAL YEAR 2018**

Source of Funds (for Annual Program Only)

<u>Sponsor</u>	<u>Project Name, Project Description</u>		<u>Acreage Project</u>	<u>Total</u>	<u>Local</u>	<u>State(POS Local Funds)</u>	<u>Federal</u>
BERLIN							
1	Stephen Decatur Park:	Map 302	Parcel 873				
	Purchase and Installation of Pre-fabricated Permanent Restroom (application pending with Community Parks and Playgrounds)			<.5	\$137,250	\$10,980	\$126,270
2	Dr. William Henry Park:	Map 307	Parcel 0692				
	Purchase and Installation of Lighting for Basketball Courts			<.5	\$60,000	\$6,000	\$54,000
3	Berlin Falls Park	Map 25	Parcels 52; 410; 57				
	Purchase of amenities (benches, picnic tables, waste receptacles, etc.)			70 +/-	\$45,000	\$4,500	\$40,500
4	John Howard Babbage	Map 300	Parcel 1629				
	Development of complete specs for improvements			+/- .5	\$5,000	\$500	\$4,500
	Development of area into neighborhood park			+/- .5	\$50,000	\$5,000	\$45,000
5	Stephen Decatur Park:	Map 302	Parcel 873				
	Tot Lot – expansion of area			.5+/-	\$10,000	\$1,000	\$9,000
TOTALS					\$307,250	\$27,980	\$279,270