

BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Tuesday, October 10, 2017

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 09/25/17
 - b. Statement of Closure for Executive Session of 09/25/17
 - c. Regular Session of 09/25/17
2. Proclamation 2017-11: Proclaiming October as Shore Craft Beer Month – Ann Hillyer
3. Special Event Request:
Taylor House Museum, Winter White Gala- December 2, 2017 5pm-10pm – Olive Mawyer
4. Berlin Falls Park Advisory Committee – Motion of the Mayor and Council approving the Resolution establishing the committee and nominations
5. Baker Street Contract Award – Superintendent/Project Manager for Wastewater and Public Works Jamey Latchum
6. Public Safety Mutual Aid Agreement – Town Administrator Laura Allen
7. Departmental Reports:
 - a. Finance Director – Natalie Saleh
 - b. Water Resources/Public Works – Jane Kreiter
 - c. Electric – Tim Lawrence
 - d. Chief – Arnold Downing
 - e. Planning – Dave Engelhart
 - f. Economic and Community Development – Ivy Wells
 - g. Managing Director – Jeff Fleetwood
8. Town Administrator's Report
 - Willow Construction: Request for Change Order (RCO No. 037)
9. Comments from the Mayor
10. Comments from the Council
11. Comments from the Public

12. Comments from the Press

13. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

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TTY users outside Maryland dial 1-800-735-2258



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, September 25, 2017

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

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, Dean Burrell, and Troy Purnell.

Staff Present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Water Resources/Public Works Director Jane Kreiter, Police Chief Arnold Downing, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, 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.

1. Approval of the Minutes for:

a. Executive Session of 09/11/17:

On the Motion of Councilmember Gulyas, the Executive Session minutes of September 11, 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>	5				

b. Statement of Closure for Executive Session of 09/11/17:

Mayor Williams read the Statement of Closure.

c. Regular Session of 09/11/17:

On the Motion of Councilmember Gulyas, the Regular Session Minutes of September 11, 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>	5				

2. Motion 2017-31: Approving the Water and Sewer Use and Allocation Agreement (36 EDU’s) for Ocean’s East– Blair Rinnier

Developer Blair Rinnier present with his legal counsel Mark Cropper, Esq. Town Administrator advised that there was a clerical error in the title of the agreement and asked that “(NUMBERS NO LONGER ACCURATE, ACCIDENTLY SAVED OVER PREVIOUS)” be removed and initialed by both parties, parties agreed to remove that portion. Vice President Brittingham asked if all the units will have the same number of bedrooms, Mr. Rinnier stated that there are one, two, and three bedroom apartments. Councilmember Gulyas asked if many senior citizens have shown interest in the apartments; Mr. Rinnier said a lot of people have asked questions and shown interest, the elevator building will be good for seniors. Mr. Rinnier stated that he hopes to have the first building and clubhouse open in the late fall. Mayor Williams asked if he will do an open house to gain interest; Mr. Rinnier said he wants to in the spring when they have grass and the weather is nicer. Councilmember Tyndall asked if there was anywhere where he can see the progress and any new developments; Mr. Rinnier stated that you can go to <http://www.oceans-east.com/>.

On the Motion of Councilmember Burrell, the Motion 2017-31 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>	5				

3. Motion 2017-29: Approving the Salt and Aggregate Utilization Agreement with State Highway Administration (SHA) for a period of three years – Town Administrator Laura Allen
 Town Administrator Laura Allen stated that the agreement is routine, it is good for three years and now includes aggregate. Councilmember Gulyas asked if we have a back up plan if they run out since they have the right to deny us; Public Works and Water Resources Director Jane Kreiter stated that we do have a supply for back up, but they have more. Ms. Allen stated that they keep an eye on it and will inform us if they see an issue with supply.

On the Motion of Councilmember Purnell, the Motion 2017-31 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>	5				

4. Regulation of Tattoo Establishments – Town Administrator Laura Allen
 - a. Motion 2017-30: Approving Ordinance 2017-05 as an Emergency Ordinance
 Town Administrator Laura Allen explained the Motion and Ordinance. Mayor Williams stated that because it is an emergency ordinance if anyone wishes to speak about it they can do so. Councilmember Tyndall stated that he feels this needs to be advertised before we act on anything because we had prior opportunities to address this in the past, so why is it

an emergency now. Matthew Amey stated that he would like the Council to wait on approving this until we can come up with better regulations, he would be glad to help with. Councilmember Tyndall asked if Mr. Amey can read the email Mr. Amey's wife wrote; he did. Councilmember Tyndall asked how his business does economically with recessions; he said people always invest in themselves and he does well. Mayor Williams asked Town Attorney David Gaskill about amending the ordinance later if it were to be passed tonight; he said that can be done. Mike Hickman, Billy Parsons, Jim Postillino, and Jeremy Blackford all expressed their concerns if the ordinance is passed tonight. Mayor Williams asked if we can put a 30-60-day moratorium on the issue until we get new guidelines in place; Mr. Gaskill said we can.

Councilmember Tyndall made a Motion that there be a 90-day moratorium in place and a committee be formed to come up with new ordinance guidelines, he would like to lead the committee and would like Mr. Amey to be on the committee as well. Councilmember Burrell stated that the Town is not against tattoos, they just want to be sure that safety measures are in place. He offered a friendly amendment to the Motion extending the time to 120 days, and placing a staff person in charge of the committee. Town Administrator Laura Allen offered to lead the committee. Mr. Gaskill stated that this will include microblading as well, and piercing is already covered by another Worcester County Ordinance.

On the Motion as amended by Councilmember Burrell, a committee will be formed with Town Administrator Laura Allen taking the lead, and a moratorium of 120-days will be in place while the committee develops guidelines for a new ordinance has been 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>	5				

Councilmember Burrell advised Mr. Amey that Ms. Allen will be in contact with him.

- b. Ordinance 2017-05: An Emergency Ordinance of the Mayor and Council of the Town of Berlin, Maryland establishing the regulation of tattoo establishments in order to protect the public health, safety and welfare of residents in the Town of Berlin
Per the previous item, no action was taken on the Ordinance.

5. Departmental Reports:

- a. Finance Director – Natalie Saleh
Ms. Saleh had nothing to report.

- b. Administrative Services Director – Mary Bohlen
Ms. Bohlen stated that there are two movie nights coming up on September 30, 2017 and October 7, 2017. She also advised the Mayor and Council that the next meeting would normally be scheduled on Monday, October 9, 2017, but it is a holiday and they will now be holding the meeting on Tuesday, October 10, 2017.

- c. Water Resources/Public Works Director – Jane Kreiter

Ms. Kreiter reported that they are doing meter reads, and are ahead of schedule on the William Street Culvert Project.

d. Electric Utility Director – Tim Lawrence

Mr. Lawrence reported information on the Mutual Aid Agreement and their experiences in Florida. He stated that it was very dangerous and two out-of-state linemen were electrocuted and one passed away. He is glad he could help and thanked the Mayor and Council for letting them go, the crews that stayed behind, and Choptank Electric for being available if they needed assistance during that time. The Mayor and Council thanked them for going and helping the residents of Florida.

e. Police Chief – Arnold Downing

Chief Downing reported that this Wednesday, the Cricket Center will have an open house from 10am-12pm and everyone is invited. Mayor Williams thanked Chief Downing for his help with the events this weekend.

f. Planning and Zoning Director – David Engelhart

Mr. Engelhart reported that he and Permits Coordinator Carolyn Duffy graduated from the Academy of Excellence over the weekend, and thanked the Mayor and Council for the opportunity to attend. The Mayor and Council congratulated he and Ms. Duffy and thanked them for their hard work.

g. Economic and Community Development Director – Ivy Wells

Ms. Wells stated that while Project Coordinator David Deutsch has been out, she has been working on two Coastal Bay Grants. She also stated that the Ambassadors reception will be on Thursday at 5pm at Fins Ale House.

h. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood stated that the cutover to United Health Care happened last week, and temporary cards will be issued this week.

6. Town Administrator's Report – Laura Allen

Ms. Allen had nothing to report.

7. Comments from the Mayor:

Mayor Williams had no comments.

8. Comments from the Council:

Councilmember Gulyas had no comments.

Councilmember Tyndall had no comments.

Vice-President Brittingham stated that a friend lives at the entry of Cannery Village and wanted to know if we can reach out to the developer about any sort of bus stop or coverage for the kids, they seem to be in the road a lot. Mayor Williams asked Chief Downing if the Board of Education can contribute to something like that. Chief Downing said he will discuss it with a few people and get back to the Council, he said some parents also volunteer to assist with that.

Councilmember Burrell asked where we stand with the Henry Park Restrooms. Administrative Services Director Mary Bohlen stated that the installer is waiting on their Maryland Contractors License and they have been keeping her updated on the status of that, the restrooms two weeks

ago were 85% complete. Mayor Williams asked that Ms. Bohlen asks them for a timeframe and to see if they can expedite the process.

Councilmember Purnell had no comments.

9. Comments from the Audience – none.

10. Comments from the Press – none.

11. Adjournment:

On the Motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:20PM.

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>	5				

Respectfully Submitted,



Kelsey Jensen
Administrative Assistant

From: Laura Allen
Sent: Tuesday, September 26, 2017 1:40 PM
To: Kelsey Jensen
Subject: Fwd: Emergency Ordinance 2017-05

Here's the email.

Laura Allen

Begin forwarded message:

From: Lisa D Tossey <tossey@me.com>
Date: September 25, 2017 at 11:47:56 AM EDT
To: mayer@berlinmd.gov
Cc: <info@berlinmd.gov>, <ztyndall@berlinmd.gov>, <dburrell@berlinmd.gov>, <tgulyas@berlinmd.gov>, <lallen@berlinmd.gov>
Subject: RE: Emergency Ordinance 2017-05

As a resident of Berlin, I am concerned to see an item on the council agenda this week asking for an emergency ordinance to “protect the public health, safety, and welfare of residents” from tattoo establishments. I fear this ordinance will serve to blindly adopt the county’s draconian regulations against tattooing without an opportunity for public discussion and input.

Are regulations necessary to ensure tattoo studios use proper sterilization and application techniques? Absolutely. And they are in place and successfully implemented in cities and counties throughout the country, including Sussex County right next door. I know this because that is where my husband, Matthew Amey, owns two successful studios where he works.

Due to Worcester County’s regulations, which require a medical practitioner to be present during tattooing, he has never been able to contribute to the local economy here in Maryland in his 26-year career. Because of these prohibitive restrictions, he was forced to open his first tattoo studio just outside Ocean City, in West Fenwick Island, over 20 years ago – a shop he still runs today, along with a second shop in Lewes, Delaware. These shops have excellent reputations locally, both for the quality of the work done and their cleanliness. In fact, Delaware health officials used his original shop, Independent Tattoo, as a model when they implemented their health guidelines for tattooing in 2002.

In addition to my husband not being able to work near home, his local clients have had to travel to Delaware to get work by him. According to his records, over 55 percent of his Maryland clients are Worcester County residents and they have had to travel to his West Fenwick studio over the past 21 years.

He and I have spent most of our lives on the Eastern Shore, and moved to Berlin from Ocean Pines just over two years ago due to its growing arts community. I opened the Wooden Octopus art gallery in town with my sister to be part of that community. We run it as a family cooperative and are proud to be able to say that everything we carry is “Made in Berlin.” My husband is an integral part of it, creating original paintings, prints, sculpture, and jewelry, as well as spending all of his spare time renovating and improving our property in the commercial historic district.

He is an artist first and foremost, who views tattooing as one of the many mediums he works in. To date, it has been the most lucrative and he has been recognized internationally for his work – accepting invitations to work throughout Europe and as far away as Taiwan and New Zealand. His work has also led him to do collaborative painting demonstrations in art museums in Italy and be published widely in magazines and books. Quite simply it has also allowed him to make a good living as an artist, allowing us to invest in Berlin, a town we're proud to be part of. It has also been important to me personally and professionally, as he has been able to support me through graduate school – both for my master's and doctorate degrees.

It's 2017. Tattoos are everywhere – on doctors, lawyers, teachers, law enforcement officers, restaurant professionals, grandmothers, and, yes, your neighbors. They are now accepted means of self-expression, celebration, memorial, and artistic vision. To automatically assume that the art of tattooing is dangerous to public health is backward thinking that is hurtful to some of the very community members you serve. And to choose to adopt archaic regulations in an “emergency session” without any public discussion or opportunity for community input is troubling.

Instead, this is great an opportunity to start a conversation within our community to further understand this art form, the process behind it, and develop common-sense regulation that countless other municipalities have nationwide. You have some excellent local resources who are more than willing to be a part of that discussion.

Thank you for your time.

Sincerely,

- Lisa D. Tossey

8 Jefferson St.
Berlin, MD 21811

Presentations:

- a. Proclamation 2017-11: Establishing October as Shore Craft Beer Month – Ann Hillyer



SPECIAL EVENT APPLICATION



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

Today's Date: <u>10/2/17</u>		<u>Event</u>	<u>Road Closure</u>
Requested Date(s) of the event: <u>12/2/17</u>		Start time: <u>5PM</u>	Start: _____
		End time: <u>10PM</u>	End: _____
Name of Event: <u>Winter White Gala</u>		Location of Event: <u>Taylor House Museum</u> *	
Estimated number of attendees: <u>200 - 250</u>		*If activity is in a Town park, a Parks Reservation form must be complete.	
Applicant Name: <u>Olive Mawver</u>		Applicant Cell Phone: <u>410-804-6387</u>	
Sponsoring Organization or Business Name: <u>Habitat for Humanity of Worcester County</u>		Email: <u>omawver@habitatworcester.org</u>	
Person(s) to Contact Day of Event:	Name: <u>Olive Mawver</u> , Cell # <u>410-804-6387</u>		
	Name: <u>Andrea Bowland</u> , Cell # <u>443-8802570</u>		
Description of event: <u>The event will be held on the grounds of the Taylor House Museum. This will be a tented event with heaters, live music, food and alcohol.</u>			
If fundraiser, please indicate the beneficiary: <u>Habitat for Humanity of Worcester County</u>			
How many and what types of vendors (ex. Food, craft, art, kids activity, etc.) _____			
Will there be live music or a DJ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If yes, what type of music <u>Band</u>			
What is your plan for the following: <u>Marketing/Advertising:</u> _____			
<u>Website, Social Media, print advertising</u>			
<u>Parking/Shuttle: we should have plenty of street parking available and use of the fire hall parking lot.</u>			
<u>Inclement weather:</u> _____			
<p>The event sponsor hereby agrees to the following conditions:</p> <ol style="list-style-type: none"> 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. <p>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.</p>			
Signature: <u><i>Olive Mawver</i></u>		Date: <u>10/2/17</u>	
Printed Name: <u>Olive Mawver</u>			

DETAILS OF EVENT:

Shaded areas for office use only

Street Closure		Note: Location map is required detailing streets to be blocked. Additionally, a State Highway Administration Request for Road Closure may be required.	
Street closure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Barricade locations must be marked on map.	
Blockage/Closure Time:	Start: _____ End: _____	State Highway Form submitted if applicable? <input type="checkbox"/>	
Will on-street parking need to be cleared?	<input type="checkbox"/> Yes <input checked="" 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. Request for Electric Form submitted? <input type="checkbox"/>	
Will there be banners to be hung?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Request to Hang Banner form needed. Banner Form submitted? <input type="checkbox"/>	

Other Items/Services:		If applicable, items listed are in addition to those normally in place.	
Trash cans	<input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Informational signs during the event not applicable.	Sign Permit may be required. Planning Office review _____ Date Sign Permit needed/submitted? <input type="checkbox"/>
Will there be vendors/individuals selling goods or services as part of the event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Vendor's Application and Certification for Peddling and Soliciting will be required for EACH vendor participating in the event. If event/activity is in a municipal park a Business Use of Park Application will be required IN ADDITION to Vendor's Application and Certification for Peddling and Soliciting. Vendor's Permit(s) needed/submitted? <input type="checkbox"/>	

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

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

BFP ADVISORY COMMITTEE INTRODUCTORY STATEMENT

From Mayor Williams

THE BERLIN FALLS PARK ADVISORY COMMITTEE

I'm recommending the creation of a citizen's advisory committee to consider, study and ultimately recommend a variety of uses over time for the former Tyson Poultry Processing Plant at 9943 Old Ocean City Blvd., Berlin, MD. The BFP Advisory Committee will be composed of 11 citizens who will constitute the voting members of the committee. Two of the 11 citizens will be Berlin Council members serving on the town council. The nine additional voting members are to be residents within the municipal boundaries of the Town of Berlin.

THE PAST--- A FORMER PROCESSING PLANT FOR 60 YEARS

After years of informal discussion followed by months of negotiation the Mayor and Council of the Town of Berlin purchased approximately 63 acres on Old Ocean City Blvd. for \$2.5 million. The property had served as the site of a poultry processing plant under several firms from 1941 to just after the start of the 21st Century (approx. 60 years). Approximately one-half of the property --- the northern portion --- is the site of three former irrigation ponds where natural by products from the chicken processing operation were treated prior to the water being discharged into Kitts Branch that ultimately flows into the Newport Bay. The southern half of the property currently contains the remnants of the large processing plant buildings, a couple of storage buildings, a couple of large water storage tanks, and portions of land partially paved with asphalt and others are primarily large grassy flat area. The western border of the entire property is the railroad tracks and right-of-way owned by the Maryland and Delaware Railroad.

ADVISORY COMMITTEE DUTIES & RESPONSIBILITIES

The most simple and concise way to express this is that this first advisory committee and the people who assume its role in the future are charged with developing numerous practical, and whenever possible, inspiring uses for this public property that will make Berlin Falls Park a unique asset for the citizens of the Town of Berlin for generations into the future.

The vision of the Mayor and Council during the years that led up to its purchase and from informal suggestions from the community after the property became a public asset. Generally, there appears to be agreement that the property be viewed in northern and southern portions, used in different, but not mutually exclusive ways.

The northern half of the property (the ponds and immediately adjacent areas) are seen to have a wide and wonderful potential for multiple passive uses that allow humans of all ages to engage with a beautiful natural habitat, but in a manner, that is both environmentally responsible and safe for residents and guests.

The southern half of the property (buildings, large tanks, asphalt lots and open green space) offer many uses and activities that are not by their nature, or their larger scale, appropriate for our historic downtown or either of our traditional, but certainly contemporary, public parks (Stephen Decatur and Dr. William Henry). The Mayor and Council also recognize that our town is already exceptionally well-

served by outstanding first-class team sport fields used by literally hundreds of local little league baseball players, as well as numerous amateur soccer and lacrosse teams.

The challenge and indeed, the opportunity, of the Berlin Falls Park Advisory Committee is to conceive, investigate and ultimately recommend uses for this new public asset that fill voids never before available to the residents of the Town of Berlin. We trust that while some uses will require significant financial support from the private and non-profit sectors, others will be made possible to host special events and year-round activities for citizens of all ages.

Time is on your side. Please know that while there are some aspects of this opportunity, especially in the passive use activities and attractions that are obtainable in less time and less costs than some other visions, you have an uncommon opportunity to identify uses for today and of others that over time will come to fruition by the imagination, planning and implementation of the generations of Berlin citizens who follow.

THE FUTURE --- LIMITED ONLY BY YOUR DETERMINATION AND IMAGINATION



MOTION OF THE MAYOR AND COUNCIL No. 2017- 32

A Motion of the Mayor and Council of the Town of Berlin adopting Resolution 2017-08 establishing the Berlin Falls Park Advisory Committee, designating David J. Deutsch, an independent contractor retained by the Town as Project Coordinator, appointing the following residents of the Town of Berlin to the Committee and setting the first meeting on November 16, 2017 at 6:30 p.m.

- 1 – Amy Barra / 10 William St.
- 2 – Amy Field / 8 Brittany Lane
- 3 – Roger Fitzgerald / 13 Brittany Lane
- 4 – Kate Gaddis / 277 Powell Circle
- 5 – Bruce Hyder / 206 Esham Avenue
- 6 – Joan Maloof / 4 Grace Street
- 7 – Shaneka Nichols / 518 Flower Street
- 8 – Jack Orris / 210 Broad Street
- 9 – Kate Patton / 10 Washington Street
- 10 – Councilmember Troy Purnell
- 11 – Councilmember Zack Tyndall

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

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAM, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR



RESOLUTION NO. 2017-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, ESTABLISHING A BERLIN FALLS PARK ADVISORY COMMITTEE

WHEREAS, in 2016 the Town of Berlin acquired the 60-acre former Tyson Property at 9943 Old Ocean Boulevard; and,

WHEREAS, the Town intends to use the property for recreational uses, both active and passive; and

WHEREAS, the Town has obtained concept proposals for the development of the property; and,

WHEREAS, the Town, through its consultants, has assessed the potential remediation of the waste lagoons on the property, examined the structural condition of the main building on the property, and received an environmental stewardship report; and

WHEREAS, the Mayor and Council have determined that the advice of a group of citizens would be helpful in assisting the Mayor and Council in focusing on the planning for this important community asset.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Berlin, Maryland that the Berlin Falls Park Advisory Committee is hereby established on the following basis:

Section 1. Purpose and Functions

- (a). To assess various options for the use of the property.
- (b). To assure a proper balance between active and passive uses of the property.
- (c). To assure that the development of the property and the recommended activity on the property are inclusive of the entire Berlin community.
- (d). To solicit input from the community through public meetings and other forms of outreach
- (e). Any requests or suggestions for a permanent name for what is currently known as “Berlin Falls Park”, or for any open spaces, memorials and other recognitions within the property shall be referred to the Town Administrator. The Town Administrator is responsible for seeing that the provisions within the Town of Berlin’s Naming Policy, approved in May 2017, are considered and followed.

Section 2. Membership

The Committee shall consist of eleven (11) residents within the municipal boundaries of Berlin, two (2) of whom must be members of the Town Council. The members shall appoint a chair and a vice-chair of the Committee. Councilmembers appointed to the BFP Advisory Committee are voting members as are all

other members, apart from the BFP Coordinator. Appointment of any Councilmembers to the BFP Advisory Committee in no way restricts or encumbers them from voting on BFP Advisory Committee recommendations or any other matters pertaining to Berlin Falls Park.

Each Committee member will serve an initial term of three years. Members may request re-appointment by the Mayor, with the Town Council consent by majority vote, of any terms of re-appointment that may follow.

Any committee member not attending three consecutive BFP Advisory Committee meetings will be deemed to have resigned and the Mayor is charged with making recommendations at the earliest feasible opportunity for a replacement for the approval of the Town Council at a regularly scheduled session of the mayor and council.

Any member not attending 50 percent of the BFP Advisory Committee meetings in any 12-month period is deemed to have resigned. The Mayor and Council reserve the right to initiate the termination of any BFP Advisory Committee member with the recommendation of the mayor, approved by a majority of Councilmembers.

Section 3. Project Coordinator

The Committee will meet under the direction and coordination of the Berlin Falls Park Project Coordinator. The Project Coordinator shall report to the Town Administrator and provide reports to the Mayor and Council as needed or upon request.

Section 4. Meetings and Reports.

The Committee will meet as needed, no more frequently than monthly, but at least quarterly, at a day and time of the committee's choosing. The BFP Advisory Committee meetings are an advisory function of the Town and are therefore subject to the Md. Open Meetings Act, meaning that the public is entitled to attend within the same conditions and protocols that apply to work sessions of the Mayor and Council. The BFP Advisory Committee may meet in closed session only in accordance with the criteria set forth in Md. General Provisions Article, Section 3-305.

The Committee will provide periodic reports to the Mayor and Council, with an annual summary of the Committee's activities submitted to the Mayor and Council by December 15th each year.

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

Elroy Brittingham, Sr., Vice President

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

Wm. Gee Williams, III, Mayor

ATTEST:

Laura Allen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2017-34

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN AWARDING THE BAKER STREET CONTRACT TO GOODY HILL GROUNDWORK, INC. IN THE AMOUNT OF \$139,364.57.

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

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



STAFF REPORT

To: Mayor and Members of the Town Council
From: Town Administrator Laura Allen 
Meeting Date: October 10, 2017
Subject: Baker St. Contract Award

RECOMMENDATION

Staff recommends the Council award the contract for Baker Street Roadway Improvements to Goody Hill Groundwork Inc. in the amount of \$139,364.57.

EXECUTIVE SUMMARY

On September 29, 2017, the Town received two bids for the Baker Street Roadway Improvements Project. The bids were reviewed by Davis, Bowen & Friedel (DBF), the Town's consulting engineers. Staff agrees with DBF's recommendation to award the contract to the low bidder, Goody Hill Groundwork Inc. DBF's recommendation and the bids are attached.

FISCAL IMPACT

The Baker Street Project was budgeted at \$120,000 in the FY 2017-18 Adopted Budget. The low bid is approximately \$20,000 more than budgeted. The additional funding will come from Town reserves.

BACKGROUND

The Mayor and Council appropriated \$120,000 for the Baker Street project in the FY 2017-18 Adopted Budget. On August 10, 2017, Town staff and DBF met with several Baker Street residents to review the plans for the project. The residents were generally receptive to the Town's approach to the project. During the meeting, an issue with drainage was raised. The scope of the project was adjusted to include stormdrain and catch basin work to address the drainage issue.

The project was advertised on August 30, 2017 and a pre-bid conference was held on September 13, 2017. Bids were opened on September 29, 2017. Two bids were received, one from Goody Hill for \$139,364.57 and the other from George & Lynch Inc. for \$163,481.69.

ANALYSIS

Reasons For Recommendation

Staff recommends approving the contract to Goody Hill for the bid price. While the bid is \$20,000 higher than budgeted, the scope of the project changed slightly to accommodate the drainage concerns of the residents.

Alternatives:

Staff has identified the following alternatives for the Mayor and Council:

1. Eliminate the stormdrain and catch basin work. This will reduce the cost of the project by approximately \$11,000.
2. Eliminate the replacement of damaged or settled sidewalk. This will reduce the cost of the project by approximately \$12,000.
3. Pave up to the railroad tracks and not beyond them. This will reduce the cost of the project by \$5,000.

CONCLUSION

Staff recommends the Council award the contract for Baker Street Roadway Improvements to Goody Hill Groundwork Inc. in the amount of \$139,364.57.



ARCHITECTS ENGINEERS SURVEYORS

October 2, 2017

Town of Berlin
10 Williams St.
Berlin, MD 21811

Michael R. Wigley, AIA, LEED® AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ping L. Gardner, P.E.

ATTN: Ms. Laura Allen
Town Administrator

RE: Recommendation of Award
Baker Street Roadway Improvements
Berlin, Maryland
DBF# 050A104

Ms. Allen:

This correspondence is to inform you that the low bidder for the referenced project is Goody Hill Groundwork, Inc. Enclosed, please find one copy of each bidders' bid package, as well as a copy of the Bid Tabulation for the referenced project. Davis, Bowen & Friedel, Inc., (DBF) has reviewed the low bidder's bid package and find all documentation to be properly submitted.

There was a minor rounding error in calculating the low bidder's Total Bid amount, which lead to a \$0.43 discrepancy between the Total Bid amount on the Bid Form and the actual tabulated Total Bid amount. We would recommend that the Town award the project based on the intended actual tabulated bid amount of \$139,364.57, which correlates to the summation of the products of the Estimated Quantities multiplied by the Unit Prices provided by the low bidder. We have discussed this discrepancy with Scott Savage with Goody Hill Groundwork, Inc. and he agrees to abide by the unit prices bid.

Based on Goody Hill's previous work experience with DBF and the Town, we are confident that the Contractor has the resources and work experience necessary to complete the project. Based on these findings, Davis, Bowen and Friedel, Inc., recommends the Award of the Baker Street Roadway Improvements to Goody Hill Groundwork, Inc., contingent upon the availability of funds. Should the Town choose to accept DBF's recommendation, the total award amount for the completion of the referenced project would be One Hundred Thirty-Nine Thousand, Three Hundred and Sixty-Four dollars and 57/100 (\$139,364.57). If approved, please execute the attached Notice of Award to be able to start the award process.

Should you have any questions, comments or concerns, please contact me at 410-543-9091.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

A handwritten signature in black ink, appearing to read 'Josh Taylor', is written over a faint, larger signature.

Joshua J. Taylor, P.E.

Associate
NA:00050A\050A104\BIDDING\ALLEN 100217 RSQ.DOC

Enclosures

cc: Scott A. Savage, Goody Hill Groundwork, Inc.



Bid Tabulation

Project Name: Baker Street Roadway Improvements
 Bid Date/Time: September 29, 2017 @ 2 p.m.
 Bid Opening Location: Town of Berlin
 DBF Project Number: 050A104

1. Goody Hill Groundwork, Inc.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	\$4,050.00	\$4,050.00
2	Provide Traffic Control Measures	--	LS	--	\$6,500.00	\$6,500.00
3	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	\$3,500.00	\$3,500.00
4	Remove and Disposal of Existing Road Section (Asphalt and Subgrade)	10" Depth	SY	743	\$45.00	\$33,435.00
5	Furnish and Install Asphalt Surface Course	1-1/2"	SY	743	\$18.60	\$13,819.80
6	Furnish and Install Asphalt Base Course	2-1/2"	SY	743	\$12.90	\$9,584.70
7	Furnish and Install Graded Aggregate Subbase	6"	SY	743	\$16.49	\$12,252.07
8	Full Depth Concrete Repair	12" Depth	SF	100	\$64.00	\$6,400.00
9	Concrete Crack Repair	--	LF	285	\$42.00	\$11,970.00
10	Remove Existing Asphalt from Concrete Pavement	--	SY	60	\$82.80	\$4,968.00
11	Remove and Replace Concrete Driveway Entrance Ramp	--	LS	--	\$2,500.00	\$2,500.00
12	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	70	\$42.50	\$2,975.00
13	Furnish and Install Isolation Valves	4 7/8"	SY	73	\$170.00	\$12,410.00
14	Furnish and Install Catch Basin	18"x36"	EA	1	\$6,750.00	\$6,750.00
15	Furnish and Install Class IV RCP Pipe	12"	LF	24	\$150.00	\$3,600.00
CONTINGENCIES:						
16	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	\$50.00	\$500.00
17	Excavation Below Subgrade and Gravel Refill	--	CY	10	\$80.00	\$800.00
18	Furnish & Place Selected Backfill	--	CY	10	\$35.00	\$350.00
19	Furnish & Place 4,000 PSI Concrete	--	CY	10	\$300.00	\$3,000.00
TOTAL BID - ITEMS 1-19:						\$139,364.57

UNIT PRICE	TOTAL PRICE
\$4,550.00	\$4,550.00
\$28,000.00	\$28,000.00
\$19,600.00	\$19,600.00
\$19.60	\$14,562.80
\$14.38	\$10,684.34
\$18.64	\$13,849.52
\$15.24	\$11,323.32
\$157.50	\$15,750.00
\$36.75	\$10,473.75
\$20.66	\$1,239.60
\$1,943.00	\$1,943.00
\$42.00	\$2,940.00
\$131.00	\$9,563.00
\$8,630.00	\$8,630.00
\$151.44	\$3,634.56
\$54.20	\$542.00
\$123.92	\$1,239.20
\$45.66	\$456.60
\$450.00	\$4,500.00
\$163,481.69	

2. George & Lynch, Inc.

I certify this tabulation is true and accurate based on information compiled from all two (2) bids received on September 29, 2017 at 2:00PM, for the Baker Street Roadway Improvements Project for the Town of Berlin.

 Joshua J. Taylor, P.E., Associate, Davis, Bowen & Friedel, Inc.

SECTION 00300

BID FORM

Proposal of Goody Hill Groundwork, Inc. (hereafter called "BIDDER"), organized and existing under the laws of the State of Maryland doing business as a corporation * to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **BAKER STREET ROADWAY IMPROVEMENTS, Contract No. 050A104**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each part thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$750.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

- Addendum 1
- Addendum 2
- _____
- _____
- _____
- _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	\$4,050.00	\$4,050.00
2.	Provide Traffic Control Measures	--	LS	--	\$6,500.00	\$6,500.00
3.	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	\$3,500.00	\$3,500.00
4.	Remove and Disposal of Existing Road Section (Asphalt and Subgrade)	10" Depth	SY	743	\$45.00	\$33,435.00
5.	Furnish and Install Asphalt Surface Course	1-1/2"	SY	743	\$18.60	\$13,820.00
6.	Furnish and Install Asphalt Base Course	2-1/2"	SY	743	\$12.90	\$9,585.00
7.	Furnish and Install Graded Aggregate Subbase	6"	SY	743	\$16.49	\$12,252.00
8.	Full Depth Concrete Repair	12" Depth	SF	100	\$64.00	\$6,400.00
9.	Concrete Crack Repair	--	LF	285	\$42.00	\$11,970.00
10.	Remove Existing Asphalt from Concrete Pavement	--	SY	60	\$82.80	\$4,968.00
11.	Remove and Replace Concrete Driveway Entrance Ramp	--	LS	--	\$2,500.00	\$2,500.00
12.	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	70	\$42.50	\$2,975.00
13.	Remove and Replace Sidewalk and Curb	4"/6"	SY	73	\$170.00	\$12,410.00
14.	Furnish and Install Catch Basin	18"x36"	EA	1	\$6,750.00	\$6,750.00
15.	Furnish and Install Class IV RCP Pipe	12"	LF	24	\$150.00	\$3,600.00
CONTINGENCIES:						
16.	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	\$50.00	\$500.00
17.	Excavation Below Subgrade and Gravel Refill	--	CY	10	\$80.00	\$800.00
18.	Furnish & Place Select Backfill	--	CY	10	\$35.00	\$350.00
19.	Furnish & Place 4,000 PSI Concrete	--	CY	10	300.00	\$3,000.00
TOTAL BID – ITEMS 1-19						\$139,365.00
TOTAL BID: \$ One Hundred Thirty-Nine Thousand Three Hundred Sixty-Five Dollars and no/100 Cents						

BIDDER Please Note:

The Town reserve the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all Bid Items in any order so that the PROJECT cost will match funding available. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. BIDDER further agrees to waive his right to contest the outcome of the bidding process and subsequent award should acceptance of alternate bid items allow a BIDDER, other than the lowest total base BIDDER, to be awarded the contract.

The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds if required by the Town, at the Town's option. The bid security attached in the sum of 10% of the total PROJECT Bid (\$ 139,365.00) is to become the property of the OWNER in the event the contract is not executed within the time above set forth for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted:

Scott A. Savage
Signature

Scott A. Savage, President
Title/Date

P.O. Box 200
Address

Berlin, MD 21811

Maryland 23177324
License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION

SECTION 00370

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Undersigned
Goody Hill Ground Work, Inc.- P.O. Box 200, Berlin, MD 21811 as Principal, and
First Indemnity of America Insurance Company- 2740 Rt. 10 West, Suite 205, Morris Plains, NJ 07950 as Surety, are hereby held and
 firmly bound unto the TOWN, as OWNER, the penal sum of
10% of the Bid----- for the payment of which, well and truly to be made, we
 hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to the TOWN a
 certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
BAKER STREET ROADWAY IMPROVEMENTS , Contract No. 050A104.


NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
 Form of Contract attachment hereto (properly completed in accordance with said BID) and shall
 furnish a BOND for faithful performance of said contract, and for the payment of all persons
 performing labor and furnishing materials in connection therewith, and shall in all other respects
 perform the agreement created by the acceptance of said BID, then this obligation shall be void,
 otherwise the same shall remain in force and effect; it being expressly understood and agreed that
 the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
 amount of this obligation as herein stated.

050A104

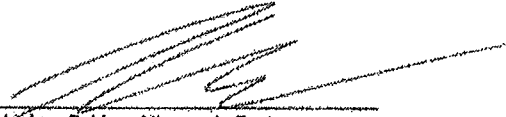
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of MARYLAND.



Goody Hill Ground Work, Inc. (L.S.)
Scott A. Savage, Pres

First Indemnity of America Insurance Company

By: 

Joshua S. Linn, Attorney in Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Arthur H. Jones, Catherine E. Warren, Adam T. Grap, Joshua Linn, Jaime Lynn George-Perando, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto

KATHLEEN FOCHESTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/16/2020

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 29th day of September,
2012.



Jane E. Lynch
Jane E. Lynch, Secretary

SECTION 00300

BID FORM

Proposal of George & Lynch, Inc. (hereafter called "BIDDER"), organized and existing under the laws of the State of Delaware doing business as a corporation * to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **BAKER STREET ROADWAY IMPROVEMENTS, Contract No. 050A104**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each part thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$750.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

- One - 9/21/2017
- Two - 9/25/2017
-
-
-
-

**Insert "a corporation", "a partnership", or "an individual" as applicable.*

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	4,550.00	4,550.00
2.	Provide Traffic Control Measures	--	LS	--	28,000.00	28,000.00
3.	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	19,600.00	19,600.00
4.	Remove and Disposal of Existing Road Section (Asphalt and Subgrade)	10" Depth	SY	743	19.60	14,562.80
5.	Furnish and Install Asphalt Surface Course	1-1/2"	SY	743	14.38	10,684.34
6.	Furnish and Install Asphalt Base Course	2-1/2"	SY	743	18.64	13,849.52
7.	Furnish and Install Graded Aggregate Subbase	6"	SY	743	15.24	11,323.32
8.	Full Depth Concrete Repair	12" Depth	SF	100	157.50	15,750.00
9.	Concrete Crack Repair	--	LF	285	36.75	10,473.75
10.	Remove Existing Asphalt from Concrete Pavement	--	SY	60	20.66	1,239.60
11.	Remove and Replace Concrete Driveway Entrance Ramp	--	LS	--	1,943.00	1,943.00
12.	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	70	42.00	2,940.00
13.	Remove and Replace Sidewalk and Curb	4"/6"	SY	73	131.00	9,563.00
14.	Furnish and Install Catch Basin	18"x36"	EA	1	8,630.00	8,630.00
15.	Furnish and Install Class IV RCP Pipe	12"	LF	24	151.44	3,634.56
CONTINGENCIES:						
16.	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	54.20	542.00
17.	Excavation Below Subgrade and Gravel Refill	--	CY	10	123.92	1,239.20
18.	Furnish & Place Select Backfill	--	CY	10	45.66	456.60
19.	Furnish & Place 4,000 PSI Concrete	--	CY	10	450.00	4,500.00
TOTAL BID – ITEMS 1-19						
TOTAL BID: \$ 163,481.69						

BIDDER Please Note:

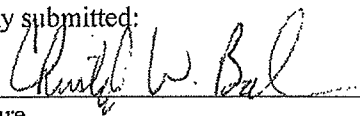
The Town reserve the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all Bid Items in any order so that the PROJECT cost will match funding available. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. BIDDER further agrees to waive his right to contest the outcome of the bidding process and subsequent award should acceptance of alternate bid items allow a BIDDER, other than the lowest total base BIDDER, to be awarded the contract.

The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds if required by the Town, at the Town's option. The bid security attached in the sum of 10% of the total PROJECT Bid (\$ 16,400.00) is to become the property of the OWNER in the event the contract is not executed within the time above set forth for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted:



Signature

President - 9/29/2017

Title/Date

150 Lafferty Lane

Address

Dover, DE 19901

22175203

License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION

SECTION 00370

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Undersigned
George & Lynch, Inc. as Principal, and
North American Specialty Insurance Company as Surety, are hereby held and
 firmly bound unto the TOWN,* as OWNER, the penal sum of
Ten Percent (10%)
of the Total Amount of the Bid for the payment of which, well and truly to be made, we
 hereby jointly and severally bind ourselves, successors and assigns. * of Berlin
 Signed, this 29th day of September, 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to the TOWN a
 certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
BAKER STREET ROADWAY IMPROVEMENTS, Contract No. 050A104.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
 Form of Contract attachment hereto (properly completed in accordance with said BID) and shall
 furnish a BOND for faithful performance of said contract, and for the payment of all persons
 performing labor and furnishing materials in connection therewith, and shall in all other respects
 perform the agreement created by the acceptance of said BID, then this obligation shall be void,
 otherwise the same shall remain in force and effect; it being expressly understood and agreed that
 the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
 amount of this obligation as herein stated.

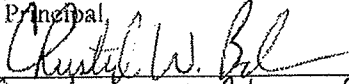
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of MARYLAND.

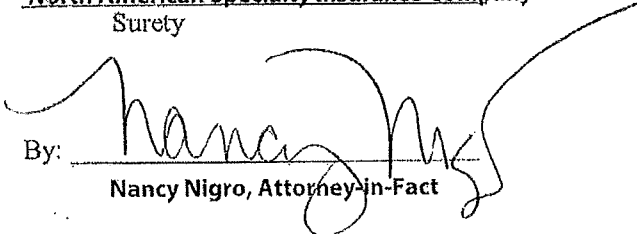
George & Lynch, Inc. (L.S.)

Principal

By:


Christopher W. Baker, President
North American Specialty Insurance Company
Surety

By:


Nancy Nigro, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

NANCY NIGRO, ERIC J. FOLLMAN SR., LYNN M. WHEBLOCK, and FERNANDA L. DePAOLANTONIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 14th day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of September, 2017.

SECTION 00531
NOTICE OF AWARD

TO: Goody Hill Groundwork, Inc.
P.O. Box 200
Berlin, MD 21811

PROJECT Description: Baker Street Roadway Improvements, Town of Berlin, Worcester County, Maryland, Contract No. 050A104.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bidders dated September 29, 2017, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 139,364.57.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017.

Town of Berlin
OWNER

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2017.

By _____

Title: _____

END OF SECTION



MOTION OF THE MAYOR AND COUNCIL 2017-33

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE PUBLIC SAFETY MUTUAL AID AGREEMENT BETWEEN WORCESTER COUNTY AND THE TOWN OF BERLIN.

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

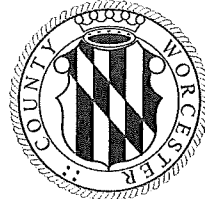
ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

COMMISSIONERS
MADISON J. BUNTING, JR., PRESIDENT
DIANA PURNELL, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
JAMES C. CHURCH
THEODORE J. ELDER
MERRILL W. LOCKFAW, JR.
JOSEPH M. MITRECIC

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

SEP 13 '17 12:06

September 13, 2017

Honorable William "Gee" Williams, III
Mayor and Council of Berlin
10 William Street
Berlin, MD 21811

RE: Mutual Aid Agreement

Dear Mayor Williams and Members of the Council:

Recently upon reviewing the County's Emergency Operations Plan, it has come to my attention that the existing mutual aid agreements between the County and various municipalities are not properly executed or out of date and I would like to correct that. The law in Section 2-105 of the Criminal Procedure Article and public local law requires that such agreements be approved by the County Commissioners through a Resolution. The mutual aid agreements should be signed by the County, the municipality, as well as the Sheriff. I have prepared one standard mutual aid agreement. Please review said agreement.

I would like to be able to get these mutual aid agreements approved and executed in the near future.

I would appreciate hearing from you at your convenience and please call with any questions. I am open to adapting the form for your specific jurisdiction.

Very truly yours,

Maureen F. L. Howarth
County Attorney

MH/fac
cc: Harold L. Higgins, Chief Administrative Officer
Sheriff Reggie Mason
Chief Deputy Doug Dods
Chief Arnold Downing, Berlin PD

H:\COATTY\mutual aid municipalities.berlin.wpd

Public Safety Mutual Aid Agreement

AUTHORITY

THIS AGREEMENT is subject to and is entered into pursuant to Section 2-105 of the Criminal Procedural Article of the Annotated Code of Maryland, the County Commissioners of Worcester County, Maryland along with the Sheriff of Worcester County are authorized to enter into Mutual Aid Agreements with municipal corporations, counties and other governing agencies or jurisdictions to provide for public and governmental purposes and further pursuant to Subtitle 1 of Title 7 of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland.

PARTIES

Parties to this Agreement shall be County Commissioners of Worcester County, Maryland hereinafter called "**Commissioners**", the Worcester County Sheriff hereinafter called "**Sheriff**", and _____ hereinafter called "**_____**"; and

In order to be binding and effective, this Agreement must be approved by endorsement hereon by the County Commissioners of Worcester County, the Sheriff of Worcester County and the government agency named above.

AGREEMENT

Parties hereto, in consideration of the premises, the mutual promises herein contained and pursuant to the statutory references hereinbefore stated do hereby agree as follows:

1. **Mutual Aid Agreement.** This document shall memorialize agreements between the Parties and constitute a Mutual Aid Agreement adopted pursuant to the statutory references set forth above.
2. **Definition.**
"Public Safety Officer", as used herein, shall mean law enforcement officers, including police officers and all other officers, agents, or employees of the Parties hereto as contemplated the statutes referenced above.

3. **Powers of Sheriff.** The Sheriff and deputies of the Sheriff's Office are Public Safety Officers of Worcester County, Maryland and have full and complete police powers, pursuant to law, and pursuant to the Constitution of Maryland throughout Worcester County, including areas within the corporate limits of the municipalities of Worcester County and limited only, if at all, in areas owned by the State of Maryland, the United States Government, or any foreign country or embassy.
4. **Authority in County.** The Sheriff is the Chief Law Enforcement Officer of Worcester County and shall have the right to control all operations taking place outside the corporate limits of _____, provided, however, that this shall in no way limit the Sheriff's authority in Worcester County.
5. **Powers.** As set forth herein and in accordance with circumstances herein after set forth, Public Safety Officers of _____ are authorized to exercise all of powers and authority, to which the _____ is empowered within the corporate limits of the _____, outside of the corporate limits of said area but within Worcester County, Maryland in the following cases:
 - A. At such time as a Public Safety Officer of _____ observes a violation of the criminal or motor vehicle laws within the corporate limits of _____ and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender into the corporate limits of the _____;
 - B. While conducting an investigation into a crime which has been alleged to have occurred within the corporate limits of the _____ and it becomes necessary to continue such investigation outside of the corporate limits of _____, but within Worcester County, and to apprehend, arrest and detain such offender, and to transport such offender back into the corporate limits of _____, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;

- C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of the _____, but within Worcester County, limited, however, to _____
_____;
- E. When requested by the Sheriff pursuant to this Agreement; or
- F. At any time, in any instance covered by or provided for in this Agreement.

6. **Reciprocity.** Public Safety Officers of Worcester County are authorized to exercise all of powers and authority, to which they are empowered within the corporate limits of Worcester County, within _____ in the following cases:

- A. At such time as a Public Safety Officer of Worcester County observes a violation of the criminal or motor vehicle laws within the County and it becomes necessary to pursue the offender inside of the corporate limits of _____ to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender;
- B. While conducting an investigation into a crime which has been alleged to have occurred within Worcester County and it becomes necessary to continue such investigation inside the corporate limits of _____, and to apprehend, arrest and detain such offender, and to transport such offender back outside the corporate limits of _____, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;
- C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;

- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Worcester County but within the municipal limits of _____, limited, however, to _____;
- E. When requested by _____ pursuant to this Agreement; or
- F. At any time, in any instance covered by or provided for in this Agreement.
7. **Witness to Crime.** A Public Safety Officer of Worcester County and _____ will not undertake routine patrol or police duties outside the limits of its jurisdiction, except as specified within this Agreement. However, Public Safety Officers within the _____ may exercise full police authority outside the corporate limits of the _____ whenever they witness a crime, or in any extraordinary or emergency situation outside the limits of the _____, but within Worcester County, Maryland. Public Safety Officers of Worcester County may do the same within _____.
8. **Equipment.** When mutual aid is requested and authorized hereby it may include the utilization of all necessary equipment.
9. **Request.** A request for assistance for mutual aid may be made by the _____ or the Chief Public Safety Officer of the _____ or by the Sheriff or a Sheriff's Deputy either formally or informally and need not be made in writing. A record of the request, shall, however, be made in writing, either coincidental with the request or subsequent thereto which shall include the time of the request and the extent of the aid requested. If in the judgment of the Sheriff or Chief Public Safety Official, resources are needed and available, they may be dispatched. The requesting agency will identify when and where the resources need to report.
10. **Waiver.** Each of the Parties waives any and all claims that are against the other party to the Agreement that may arise out of their activities outside their respective jurisdictions under the provisions of this Agreement.
11. **Indemnity.** The Parties each indemnify and hold harmless the other party from any and all claims including those for worker's compensation as well as claims by third parties including those for property damage or personal injury or wrongful

death and that may arise out of the activities of the other party to this Agreement outside their respective jurisdictions pursuant to this Agreement, to the extent permitted by law. The Parties will cooperate fully with the other in defense of claims to include: immediate notification to the other party of any accident resulting in personal injury, damage or having the potential for liability.

12. **Immunities.** Whenever any Public Safety Officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that Public Safety Officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that Public Safety Officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such Public Safety Officer/ employee to the same extent as if such officer or officers / employees were performing his or her respective duties within his or her employing jurisdiction. Nothing herein constitutes a waiver of any immunities or limitations of liability as may exist in law.
13. **Insurance.** Each of the Parties hereto shall obtain liability insurance with such companies and in such amounts as may be satisfactory to the other party and 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 for workers compensation insurance and officer's benefits to be provided by the respective employers at all times.
14. **Costs.** Each jurisdiction's direct and actual operational shall be borne by that jurisdiction unless some other written agreement is executed by the Parties.
15. **Not Joint Employees.** Public Safety Officers engaged in Mutual Aid pursuant to this Agreement or otherwise, shall not be considered joint employees of the other jurisdiction for any purpose.
16. **Control.** In cases where aid is requested by the Sheriff, control of the operation for which the aid is requested shall be vested in the Sheriff or in such Public Safety Officer as the Sheriff may designate and to whom such control is delegated.

17. **Time Period.** This Agreement shall be binding upon both Parties for a period of one (1) year from the date hereof and shall be automatically renewed each succeeding year. This Agreement may be terminated upon the giving of thirty (30) days written notice by either party. This Agreement will be reviewed annually by the Parties.
18. **Limited to County Boundaries.** This Agreement shall be effective only within the boundaries of Worcester County.
19. **No Limitation.** Nothing herein shall limit the power, authority or duties of the Sheriff or any Deputy Sheriff or other powers of law enforcement officers pursuant to law including, without limitation, fresh pursuit.
20. **Disputes.** If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management (County/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 directed to the Worcester County Commissioners and _____.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each party, have executed this Agreement by an authorized office, on this ____ day of 2017.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

**Harold L. Higgins
Chief Administrative Officer**

Madison J. Bunting, Jr., President

ATTEST:

**GOVERNING
AGENCY/MUNICIPALITY**

By: _____

Title

ATTEST:

**SHERIFF OF WORCESTER COUNTY,
MARYLAND**

Reginald T. Mason, Sheriff

ATTEST:

Other Chief LEO

Title