

#### TOWN COUNCIL MEETING NORTH BEACH TOWN HALL March 12, 2015 7:00 p.m.

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVE AGENDA
- IV. APPROVAL OF MINUTES
  - A. Approval of minutes from the February 12, 2015 Town Council Meeting
  - B. Approval of minutes from the March 5, 2015 Work Session
- V. SCHEDULED APPOINTMENTS
  - A. Sheriff Mike Evans
  - B. Rick Crump North Beach Code Enforcement Officer
- VI. PUBLIC SAFETY REPORT
- VII. TREASURER'S REPORT
- VIII. REPORTS
  - A. Public Works Supervisor
  - B. Town Engineer
- IX. PUBLIC COMMENT
- X. BOARDS AND COMMISSIONS

#### XI. BUSINESS ITEMS

- A. American Planning Association Application
- B. Solar Panel Project
- C. Lighting for the Town Pier
- D. Calvert County additional deputy investigator
- XII. ORDINANCES AND RESOLUTIONS
- XIII. MAYOR AND COUNCIL REPORTS
- XIV. ADJOURNMENT
- XV. CLOSED SESSION MEETING

#### **Upcoming Meetings and Events**

- 1) Friday, March 13, 2015 Park Committee Meeting 10:00 a.m.
- 2) Monday, March 16, 2015 Neighborhood Watch Meeting 7:00p.m.
- 3) Sunday, March 22, 2015 –Antarctica by Ralph Eshelman– 2:00 p.m. at the Town Hall
- 4) Wednesday, March 25, 2015 Economic Development Committee Meeting 7:00 p.m.
- 5) Thursday, March 26, 2015 Planning Commission Meeting 7:00 p.m.
- 6) Thursday, April 2, 2015 Work Session 7:00 p.m.
- 7) Friday, April 3, 2015 Town Government Closed
- 8) Monday, April 6, 2015 Special Events Meeting 7:00 p.m.
- 9) Thursday, April 9, 2015 Town Council Meeting 7:00 p.m.

All agendas are subject to change up until the time of the meeting.



### Minutes from the February 12, 2015 Town Council Meeting 7:00 pm

<u>X</u>	Mayor Frazer		Joanne Hunt	Buddy Jenkins
<u>X</u>	Mr. Benton	X	Stacy Wilkerson	X John Shay
<u>X_</u>	Mr. McNeil	X	Donnie Bowen	X Dawn Richardson
<u>X</u>	Mr. M. Hummel	X	John Hofmann	X Corporal Phelps
<u>X</u>	Mr. R. Hummel		Richard Ball	Marsha Stiner
Χ	Ms. Schiada	X	Mr. Wilcox	

#### APPROVAL OF AGENDA AND MINUTES

- a) **MOTION** made by Randy Hummel to approve the agenda as submitted. Seconded by Ken Wilcox. **All in favor.**
- b) MOTION made by Randy Hummel to approve the minutes from the January 8, 2015 Town Council Meeting. Seconded by Gwen Schiada. Motion carries.
- c) **MOTION** made by Randy Hummel to approve the minutes from the February 5, 2015 Work Session. Seconded by Ken Wilcox. All in favor. **Motion carries.**

#### SCHEDULED APPOINTMENTS

- a) Ms. Nancy Valentine Presentation of the FY 14 Financials Ms. Valentine reviewed the FY 14 financials and the Town received a clean financial report. The financial statement is available on the Town website.
- b) Polar Bear Plunge check presentation to the Autism Project in the amount of \$



#### SHERIFF'S DEPARTMENT REPORT

a) In January 2015 the Sheriff's Department responded to 168 calls for service in North Beach. This is up from 154 calls in December 2014.

#### TREASURER'S REPORT

a) Treasurers Report: Reporting Period: 1/01/2015 – 01/31/2015: Beginning Balance; \$1,085,164.03; Total Debits: \$74,076.87; Total Credits: \$546,182.42; Ending Balance: \$613,058.48. **MOTION** made by Randy Hummel to accept this report as presented. Seconded by Gwen Schiada. **Motion carries**.

#### **REPORTS**

Staff Reports: Public Works Department, and Town Engineer are attached to these minutes.

#### MAYOR AND COUNCIL REPORTS:

a) Mayor Frazer gave the State of the Town.

**MOTION** made by Randy Hummel to close the meeting at 8:20 p.m and enter into Executive Session to discuss a real estate matter. Seconded by Ken Wilcox. All in favor. **Motion** carries.

Submitted:

Mark R. Frazer, Mayor

Stacy L. Wilkerson, Town Clerk



#### Minutes from the March 7, 2015

#### Work session

Attendance: Mayor Frazer, Mike Benton, Greg McNeil, Mickey Hummel, Gwen Schiada, Ken Wilcox, , John Shay, John Hofmann, Donnie Bowen, Joanne Hunt and Stacy Wilkerson.

- 1) Master Plan Discussion: Jim Ritter and Pat Haddon lead the presentation on the Master Plan and what it would consist of. The Master Plan is needed to fill in the holes located in Town along the waterfront and commercial area. The Master Plan will fix these holes and will continue to make North Beach a walkable town and bring people into the businesses. The cost of the plan would be approximately \$12,000 to \$15,000. This cost would cover the food, lodging and air fare for the American Planning Individuals. The process would consist of a conference call to the American Planning Association to see if they are interested in developing a plan for the Town and then an application with a \$50.00 fee. Pat Haddon will assist the Town with the process. The Council agreed to move forward with the Master Plan process.
- 2) North Beach Indoor Market Discussion: The Town received a lease proposal from Harry Dunn for the property located at 9124 Bay Avenue as a possible location for an indoor market. After some research with a few other indoor markets located in the southern part of Calvert and a two other markets located in Maryland, it was determined a market space that is ran as a grocery store type function works the best. An example would be Spider Hill Farms. The management of the market would bring in the local products to sell instead of renting space to potential sellers. It was the desire of the Council to not manage and run an indoor market. They would rather seek out another person or company who would like to open a market here in North Beach.
- 3) Solar Panel Proposal for the Public Works Building: John Hofmann distributed information in regards to the solar panels. His recommendation is to award the contract to Solar Tech, Inc. Grant monies will pay for this project. This item will be placed on the Town Council agenda in March for action.
- 4) Lighting Proposal for the Town Pier: John Hofmann prepared a memo for the Council consideration on the purchase of the lights for the pier. The total cost is for 8 poles and 10

Mark R. Frazer, Mayor



- bollard fixtures is \$44,550.00. The Council has requested the warranty on the lights. This item will be on the March Town Council agenda for action.
- 5) Calvert County Sheriff's Department additional deputy: The Calvert County Sheriff's Department is requesting monies to bring into the beach a new "detective" for the two towns. This detective will work specifically in the two beaches to investigate crimes and work with the Narcotics units on drug problems. The Council has requested that Sheriff Evans attend the Council Meeting to discuss this position and answer any other question the Council may have. Mayor Frazer has requested questions be sent to Stacy prior to the meeting to provide them to Sheriff Evans.

Meeting closed at 11:25 p.m.



### Memo

# CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: March 10, 2015

To: Stacy Wilkerson

From: Corporal Thomas S. Phelps

Re: Sheriff's Office Report-North Beach

In February of 2015, the Sheriff's Office handled 138 calls for service in North Beach. This is down from 168 calls in January 2015.

(In February of 2014, the Sheriff's Office handled 144 calls for service in North Beach.)

Call Breakdown for January 2015:

68 calls were self-initiated (patrol checks, follow-up investigations, etc)

70 calls were received by other means (citizens, alarm companies, etc)

Of the 138 calls, we handled:

- 1 CDS Violation (Heroin)
- 1 Destruction of Property
  - o Garage Door (Under Investigation)
- 1 Thefts
  - o Cell Phone from Purse (Under Investigation)
- 2 Dis-Orderly Arrest
- I Assault Arrest

#### Breakdown of Dispatched/Self Initiated Calls

Domestic – 5	Suspicious Person – 1
Escort - I	Suspicious Vehicle – 2
Follow Up – 8	Theft - 2
Harassment – 3	Tobacco Violation – 1
Loud Party/Music – 1	Traffic Complaint - 2
Neighborhood Dispute – 1	Traffic Enforcement – 6
Notification – 2	Trespassing – 1
Patrol Check – 53	Warrant Service – 1
Police Information - 3	
Peace/ Protective Order - 3	
Special Assignment – 3	
Summons Service – 3	
	Escort - 1  Follow Up - 8  Harassment - 3  Loud Party/Music - 1  Neighborhood Dispute - 1  Notification - 2  Patrol Check - 53  Police Information - 3  Peace/ Protective Order - 3  Special Assignment - 3

<sup>\*\*</sup>Note – The reportable incident totals on page 1 may differ from the dispatched totals on page 2. The breakdown on page 2 represents all calls dispatched/self-initiated by the sheriff's office. The totals listed on page 1 may be less due to factors the deputy learns upon arrival to the scene\*\*

## TOWN OF NORTH BEACH TREASURER'S REPORT

#### Reporting Period 02/01/2015-02/28/2015

#### PNC Bank:

Beginning Bal Total Debits ( Total Credits	•	\$ 613,058.48 \$ 642,509.84 \$ 167,820.29			
Ending Balance 02/28/2015		\$1,087,748.03	Last Year: \$ 241,910.42		
Investments	(MLGIP/General Fund) (MLGIP/Sewer Capital) (MLGIP/Water Capital)	\$2,035,271.93 \$ 33,992.22 \$ 7,425.87	Last Year: \$ 2,684,223.80 Last Year: \$ 33,976.14 Last Year: \$ 7,422.36		
Total Cash	, , ,	\$3,164,438.05	Last Year: \$2,967,532.72		

#### Cash receipts over \$7,500.00

\$9,754.56- Comcast (Franchise Agreement) \$416,061.78- Calvert County Tax Payment (Dec 2014) \$30,799.08- Calvert County Tax Payment (Jan 2015)

#### Cash Disbursements over \$7,500.00

\$22,808.48- Payroll W/E 01/31/2015

\$20,396.65- Payroll W/E 02/14/2015

\$12,151.38- Southern MD Recycling

\$13,982.32- Town of Chesapeake Beach

\$23,431.27- Knee Deep Ponds

\$112,606.91- Utility Services (Water Tower Lease Agreements)

\$44,814.65- State ACH (Local Income Tax & Other)

\$8,456.32- PNC Credit Card Payment

To: Mayor Frazer and Town Council Members

From: Don Bowen DPW

Date: 3-11-2015

Subject: Monthly Report

The following is a list of items the Public Works Department has been working on in addition to routine tasks.

- 1) The bulk of this report period was spent on dealing with weather related issues. We had two snow events in the area that required pretreating and snow plowing of the town streets. We also had several days that required salting of the roadways do to icy conditions. The Public works department handled over thirty calls for possible frozen pipe conditions from residents. In most cases when checking out the problem DPW found pipes to be frozen in the crawl spaces or non insulated areas of the homes. In one case it was discovered contractor installed water meters at improper depth and this cause the issue for two homes in the San Francisco subdivision.
- 2) Contractors are making progress on the town pier project when weather has permitted work. New decking is being installed and rock work has been completed under new fishing platform section. Pier is still expected to be completed around the first part of May.
- 3) No significant progress was made on the park due to weather conditions.
- 4) Have been meeting once a week with representative from Maryland Rural Water and continue to work on emergency water plan for the town water system. Expect to have a completed draft copy for Mayor and council to review by the May work session.
- 5) Working on addition to storage shed located in waterfront area, framing is completed.
- 6) Continuing to work with Mr.Hoffman on several project for the town, which include Living shore line project, correcting problems with storm water

issues at 7<sup>th</sup> and 9<sup>th</sup> street. Solar project for DPW building, paving schedule for town streets to name some of the major items.

7) Please contact me with any questions or concerns.

Thanks Don Bowen DPW

#### **MEMORANDUM**

TO: Mayor & Town Council

FROM: John A. Hofmann, P.E. Town Engineer & Zoning Administrator

RE: Monthly Report

DATE: March 2015

The following is the status of activities that are being worked on:

#### **USACOE** Wetland Revitalization Project

The Corps continues to work up their final engineering scope and costs that are needed for the agreement with the Town prior to starting design for the channels and culverts for their North Wetlands Re3storation Project.

#### 9th Street Flood Mitigation & Living Shoreline Projects

MDE has completed their staff review and is waiting for the end of the public notice period bfore sending their recommendation to the Board of Public Works for the issuance of a Tidal Wetlands License. It may take to mid March before the BPW action is completed.

#### New Fishing Platform and Renovations for Town Pier.

Work is progressing to the point where the rock for the break water is all in place and the redecking of the pier and the tee is 650% complete. The Town has received bids for the purchase of pole and bollard lighting fixtures. The fixtures will be installed by Public Works and the Town's electrical contractor once they are delivered and after deck construction is completed in the areas where the lights will be located. The bid results has been presented for Town Council approval..

#### Zoning Ordinance & Map

The Planning Commission plans to complete their work on the new Zoning Ordinance and Map in March prior to sending it to the Town Council in April.

#### **Bay Front Park**

Work on the water feature is 95 % complete. Preparations are underway to begin walkway construction sand final grading. .

#### **Drainage & Roadway Projects**

We are working on a design for a project to improve the drainage on the east side of Erie Ave. between First & Second Streets in addition developing cost estimates and preliminary plans for capital projects to be considered in the next Town budget cycle.

We are also working on the design for Storm drain out fall Improvements at both 9<sup>th</sup> St and 7th Street in the vicinity of Atlantic Ave.

#### Maryland SHA Rt. 261 Upgrade Project.

We have not heard about any SHA design progress since the coordination meeting held last month.

#### Solar Panel Project

See separate memo on award of a Contract for the installation of solar panels on the DPW shop building roof..

# Memo

TO: Mayor & Town Council

CC: Don Bowen, Stacy Wilkerson & Joanne Hunt

FROM: John A. Hofmann, P.E. Town Engineer

RE: Solar Panel Project DPW Shop Building

The Town has received a \$37,000 grant from the Maryland Energy Administration (MEA) to install solar Panels on a Town building. Candidates for the solar installation are the Welcome Center storage shed and the DPW shop building.

With the help and guidance from MEA the Town issued a RFP in late January for firms with solar system design build experience to submit proposals to install a solar panels system at either location for the amount of funding available in the budget. The proposers were given the option of which site to make the solar panel installation.

The Town received the following two proposals in response to the RFP:;

Dipetri Contractors Dunkirk, MD 13.5 KW

Solar Tech Inc. Hollywood, MD 12.1 KW

The Town's RFP provided that proposals would be rated based on three factors – system output, warranty and quality of references

#### NOTES ON PROPOSALS:

- 1. Both firms picked the DPW shop Building as the optimum location for a solar panel installation.
- 2. Both proposals are to make the installation with in the available \$37,00 grant from MEA.
- 3. Solar t\Tech has amended their proposal to increase the out put of their system to be 13.5 KW same as Dipetri
- 4. The DPW shop uses about 32, 400 KW /hrs. per year. The solar panel project will produce about 18,500 KW/hrs. of energy per year which is a 57% reduction.
- 5. The Town pays about \$4200 per year for energy at the DPW building. This will reduce to \$2400 with the use of the solar panels
- 6. The solar Tech proposal has similar equipment warranties to the Dipetri proposal but offers a 10 year installation nd mounting warranty which was not provided in the Dipetri proposal.
- 7. We contacted the references for both firms and got a good report for both.
- 8. The Solar Tech proposal was much more though and detailed.
- 9. DiPetri was not the prime contractor for the two references in their proposal. The work was done by a firm Seven Seas Energy which was purchased by Dipetri. The person that operated sSeven Seas is now a Dipetri employee. The corporate structure they would us for the North Beach project is different from what they used for their two references in their response to the Town RFP.
- 10. The State has reviewed both proposals and recommends that the Contract be awarded to Solar Tech.

Based on our analysis of both proposals and the State recommendation, staff recommends the award be made to Solar Tech Inc.

# Memo

TO: Mayor & Town Council

CC: Don Bowen, Stacy Wilkerson, Richard Ball & Joanne Hunt

FROM: John A. Hofmann, P.E. Town Engineer

RE: Pier Lighting

DATE: March 4, 2015

The attached plan has been developed for new lighting fixtures for the pier. It shows 8 - 12' high pole lights 5 of which will be located on the pier between the Welcome Center and the tee section and the other 3 on the tee section. It also shows 10 bollard type fixture on the pier. Attached is a catalog information for both the pole and bollard lights. The layout was developed with input from a lighting engineer and the Town waterfront staff. All fixtures will be install with receptacles for auxiliary electrical uses such as Christmas lighting.

The area of the transient piers and the new fishing platform will be lighted from wall pack type lights mounted on the sides of the pier.

The Town only received one bid for the 8 pole & 10 bollard fixtures shown on the plan. The one bid was from City Electric Supply at a cost of \$44,550.00

It was difficult to obtain additional bids since the pole and bollards selected for the Town's project are only made by one manufacturer. We have reached out to electrical suppliers to see if there is an alternate that has the same appearance as the poles and bollards that were selected and have not found a suitable alternative. We considered mounting fixtures on wood poles but did not choose to go that way for appearance reasons.

We have also considered only installing the 8 pole lights and 2 bollard lights at this time and possibly doing the rest of the bollards at a future date. The two bollard lights would be located at the threshold where the pier meets the tee section. All conduits and blocking support for the the 18 fixtures on the plan are being installed before the decking in installed.

If we go this route (8 pole lights and 2 bollard lights), the single bid from City Electric Supply is reduced to \$32,750

Staff and myself will be at your March meeting to review the path forward for pier lighting.



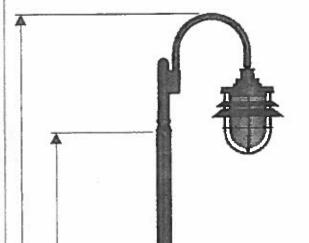
GENESIS Product Configurator

Catalog Number: 1-1480/CA/ODPT/5712FP5/200MHPMULTIMOG/RE5/GFILP-IUC/BLK

Customer Approval:

Conceptual assembly drawing, subject to Engineering verification by factory.

Signature Date



#### NUMBER OF ARMS: 1

#### ARM MOUNTED FIXTURE: 1480

The 1480 Del Mar fixture is a medium scale, contemporary down light with unique detail. It features a caged aluminum body and flared aluminum shades around a large diameter acrylic tube tens. It shall have a 1/4 turn, tool-less removeable housing for ease of relamping and maintenance.

ARM: ODPT

#### POLE: 5712FP5

The 17-1/2" diameter cast aluminum base and aluminum shaft shall be a one-piece construction. The pole shall be U.L. or E.T.L. listed in U.S. and Canada.

#### LIGHT SOURCE: 200MHPMULTIMOG

Ballast -

200MHP MULTI

Voltage - MULT Socket Type - MOG

OPTICS: RE5

Optics -

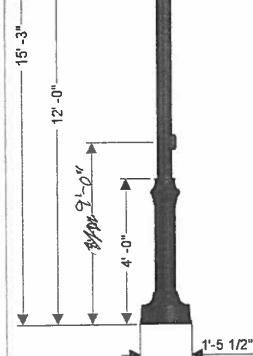
RE5

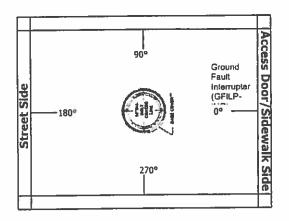
#### ACCESSORY: GFILP-IUC

Ground-fault interrupter with duplex receptacle and low-profile in-use cover.

#### FINISH: BLK WHITE

Assembly shall be powder coated to Black finish. Prior to coating, the assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance.





Rev	Description	Ву	Date	Job Name:			
		I	Г				
- A				Job Location:			Drawing No.
							2622
D				Drawn By:	Drawn Date:	Checked By:	Checked Date
- 5				·			



#### 4501LB DECATUR LIGHTED BOLLARD

#### SPECIFICATIONS

The Model 4501LB decorative lighted bollard shall be east aluminum, onepiece construction. The 10 1/2" diameter cast aluminum fluted base shall be constructed with a 5 1/4" diameter straight fluted cast aluminum shaft. The Model shall be Sternberg Lighting #4501LB lighted bollard or #4501LB-QR quick release lighted boilard.

#### CONSTRUCTION

The base shall be designed with fourteen flutes and made of heavy wall, 356 alloy cast aluminum. It shall have a 3/4" thick floor cast as an integral part of the base. It shall have a cast anchor bolt cover designed with a curved relief. The bollard cap will be cast aluminum. The overall height of the bollard shall be 32".

#### **ELECTRICAL**

The optical assembly shall be constructed of twelve fluted openings with a white acrylic lens. All electrical components shall be U.L. approved. H.I.D. ballasts shall be high power factor with lamp starting down to -30 degrees C. Medium base porcelain sockets to be 4KV rated. The ballast/ socket assembly shall be pre-wired. Optional compact fluorescent (PL) ballasts shall be instant start electronic with a starting temperature of down to 0 degrees F. They shall have a 4-pin socket and support quad tube and triple tube lamps. Ballasts shall be DOE EISA compliant.

#### QUICK RELEASE MOUNTING (Optional)

The Model 450 LB-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The

Optional Chain STREET SIDE 8"DIA 4 BOLT LINE ACCESS DOOR ← 10 %:" →

See installation template for exact door position

burial portion shall be made of ASTM 6061 aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a mated extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush pavement installation after temporary bollard removal.

#### FINISH

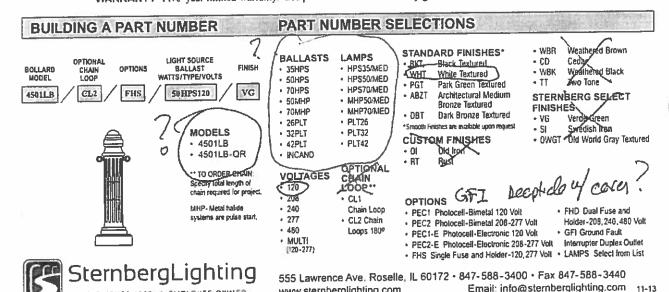
Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, tinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome scaling to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Verde Green finish and Swedish Iron finish are hand brushed using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

#### INSTALLATION

BLISHED 1923 / EMPLOYEE OWNED

Four, hot dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard anchorage. Quick release anchorage requires no anchor bolts, access. Bollard will be provided with a grounding stud mounted on the base floor.

WARRANTY Five-year limited warranty. See product and finish warranty guide for details.



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### Sternberg Lighting's Warranty Information

Effective on all shipmen

Since 1923, Stemberg has earned a reputation throughout the electrical industry for high quality products and service. We warrant that our product manufactured in accordance with its applicable material specifications and are free from defects in materials and workmanship. Sternberg will, at its repair or replace without charge, any properly installed Sternberg product that fails under normal operating conditions within five years from date of Product must be returned, freight prepaid, to our plant and our inspection must determine that it is defective under the terms of warranty.

For example, the following components and their warranty periods are as follows:

LED Diode Systems and Drivers - 7 years (Effective on all shipments after 5/1/2010)

The luminaire shall be free from all defects in materials and workmanship for a period of seven (7) years from the date of manufacture. The luminai shall warrant the LED boards/system, during the stated warranty period, against failure defined as more than 10 percent non-operating LEDs. The warranted for seven (7) years.

Ballasts: Magnetic - 2 years, Electronic - 3 years. Photocells: 2 years.

PL & HID Lamps: 1 year. Induction Lighting Systems and Components: 5 years.

Clock Motor, GPS and Controls: 1 year Clock Structure and Finish: 5 years

This warranty is only for product manufactured by Stemberg and does not extend to transportation, installation or replacement charges, nor does it equipment of another manufacturer used in conjunction with Sternberg equipment.

This warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associa movement of air currents around the product. The above warranties are given in fieu of all other warranties express or implied, including without lim warranty of merchantability and the warranty of suitability for a particular purpose. It is expressly stated that Sternberg assumes no liability for cons liquidated damages arising out of a breach of sale, including any warranties arising there from, and buyer's remedy shall be limited to repair or repl defective parts as described above.

Stemberg Lighting Inc., warrants that for a period of five (5) years' (the "Limited Warranty Period") from the date of shipment, that Sternberg's Paint

- Will not fade in color more than five units as measured by Hunter L\*a\*b\* Color Difference as set forth in ASTM D2244 Section 6.3 as of the and in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in dam surface:
- Will exhibit gloss retention of a minimum of 30% of the original as measured in accordance with ASTM D523 using 60 degree readings;
- Will not chalk in excess of standard number 8 rating for colors, No. 6 for whites as illustrated in the ASTM D4214 Test Method A.
- . Will not corrode or exhibit a lack of adhesion.

#### **Terms and Conditions**

MEASUREMENTS: Color measurements (delta E) are measured at 10 degrees and on exposed coated surfaces that have been cleaned of all extrinctuding chalk and compared to the original unexposed coated surface. For comparison purposes, Stemberg will maintain a standard paint panel; documentation indicating color, gloss and other properties. It is understood that fading may not be uniform if the coated surfaces are not equally ex and weathering elements. Prior to the determination of a gloss value using an angle of incidence of 60 degrees following ASTM D523, the surface using a 1% aqueous solution of a wetting agent with a soft sponge under light pressure. This warranty extends only to parts exposed to normal aim conditions in the United States. In addition, a systematic maintenance program must be instituted to clean the surface periodically so as to prevent of salt deposits and harmful pollutants.

MAINTENANCE: The cleaning recommendations for Sternberg Paint Finish is an integral part of the warranty given for gloss, color retention, and c warranty requires that regular cleaning has to be performed periodically, at least once a year and twice a year for structures directly exposed to are concentration, such as near a seashore.

<sup>\*</sup> Sternberg Steel Poles are limited to a one (1) year warranty. Longer warranty periods are available based on selection of various optional surface requirements for a particular geographic location. Consult factory for details.

#### Suggested maintenance program

- · Clean water with slight amounts of mild alkaline detergents must be used.
- . The cleaning effect maybe increased by rubbing with a soft, non-scratching cloth or cotton with modest pressure.
- The temperature of the parts to be cleaned must not exceed 80 F.
- · For removal of grease and oily substances isopropyl alcohol may be used.
- The cleaning solution must not be allowed to react for more than one (1) hour.
- · After cleaning, the surfaces must be rinsed with clean cold water.
- · A proper maintenance record has to be kept and documented. This documentation must contain the following information:
  - o Date
  - · Name and Address of performing party
  - · Description of cleaning procedure and detergents used
  - · Signature of person performing the cleaning procedure

#### This warranty does not extend to

- a. Damage to the coating caused by moisture or other contamination during storage of the product.
- b. Corrosion, peeling, flaking or discoloration caused by acts of God, such as but not limited to acid rain, hail, tree sap, flooding or airborne obj
- c. Damage caused by accident, vandalism, damage caused by installation, signage or any other foreign equipment attached to the product.
- d. Products not supplied by Stemberg that are attached or used in conjunction with our product.
- Loss of use or loss profit, or any other consequential damages.
- f. Improper cleaning or maintenance.

### Claim Procedure

In the event of a claim, claimant shall demonstrate that the failure of the product was due to a breach of this warranty and furnish proof of purchase Stemberg product, including order number. Claims must be made in writing within thirty days after the customer becomes aware of the failure or po the coating. Stemberg must be given an opportunity to inspect the coating or product that forms the basis for the claim, as well as records and doc concerning maintenance that relate to the coated part or manufactured product that is the subject of the claim, all of which records and documents maintained by the customer for a claim to be valid.

Your exclusive remedy under this warranty or otherwise and Sternberg's sole liability shall be limited to, at Sternberg's sole discretion, the reimburs costs, replacement of the defective material at our expense or a refund of that portion of the purchase price attributable to the defective material.

Stemberg shall not be tlable for incidental, special or consequential damages. This warranty is extended to you, the direct purchaser of the product Stemberg, and is not transferable or assignable. No other warranty, express or implied, is given, including without limitation any implied warranty of or fitness for a particular purpose, and no terms or conditions other than those stated herein shall be binding on Sternberg. This warranty may be n writing signed by an authorized representative of Stemberg.

LED Fixtures

Poles

Roadway Bases & Poles

On-Line Literature

LED Bollards

**Bollards** 

Clocks

Literature Order Form

Fitters

Arms

**DLC** Qualifications

Paint

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