



AGENDA FOR THE TOWN MEETING

February 24, 2014

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

Red Indicates – Action Item
Green Indicates – Ordinance Introduction
Blue Indicates – Link to Additional Information

CONSENT AGENDA

- Town Minutes
- [February 10, 2014 – Town Meeting](#)

PERSONAL REQUESTS FOR AGENDA:

- [FY 2015 Budget Requests from Community Groups](#)

UNFINISHED BUSINESS:

- Decision on Memorial Hall Purchase
- Appointment of Board of Appeals Alternate
- **Review of Additional Cost for Security System for Municipal Center**
- **Schedule Public Hearing for Development Review Fee Amendments**
- **Review & Approval of Employee Handbook**
- **Itron Bid for Radio Read Meters**
- Update on Thompson Funeral Home Parking Lot
- **Review of Bids for Lighting at War Memorial**

NEW BUSINESS:

- Discussion of Funding of T-Shirts for 150th Commemoration of Civil War Ransom
- **Review of Draft Ethics Ordinance for the Town**
- **POS Request for FY 2015**

PUBLIC COMMENTS:

Please state Name and Address for the Record

ANNOUNCEMENTS:

- *Public Hearing for Text Amendment – A Frame Signs (Sandwich Boards)
Thursday, March 6, 2014 at 7:00PM*
- *Hydrant Flushing – April 14 – 18, 2014*

ADJOURNMENT

EXECUTIVE SESSION: *(If Necessary)*

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

REGULAR MEETING

February 10, 2014

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on February 10, 2014, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Richard Dietrick, Tony Ventre and Christopher Goodman.

CONSENT AGENDA

Financial Statements

Request from YMCA Women's Triathlon – September 28, 2014

Request from Francie's Family 5K Run/Walk – March 15, 2014

Monsanto Fund Donation for MVFC

Town Minutes – January 27, 2014 Town Meeting

Commissioner Bussard motioned to accept this consent agenda, seconded by Commissioner Dietrick and passed unanimously.

PERSONAL REQUEST FOR AGENDA:

Unfinished Business:

Memorial Hall Discussions – Burgess Miller stated that the Board wishes to table this to our next meeting as we have obtained some new information that we need to discuss and also would like to speak to Mr. Brenengen about further.

Credit Card Convenience Fees – Drew stated that the Board had agreed that they wanted to move forward with credit cards but did not want to pay the fees involved with taking credit cards. Drew stated that he has spoke with 2 different companies that provide the ability to pay your bill via our website by credit card. Drew stated that there is no charges to have this set up, but there is a convenience fee involved but fee would be paid by the resident and collected by the company with which we decide to go with. Drew stated that he would like to have Ann Griffin, Office Manager and Lacey Gordon, Financial Officer go through the webinars with each company and allow them to make the decision of which one to go with that best fits our needs.

Motion by Commissioner Falcinelli to approve credit card payments through either Hamer Enterprises or MuniPAY depending on staff making the final decision with what works best for our needs, seconded by Goodman. Motion carried 6-0.

\$2,000,000 Line of Credit Bids – Drew stated that at last month's meeting the Board asked me to obtain some more information in regards to the line of credit. Included in the packet was a breakdown of the banks with the interest & Libor rates. Drew stated that it is staff's recommendation to go with MVB, the interest is the lowest and you get an additional year versus the other banks.

Motion by Ventre to approve the MVB line of credit, seconded by Bussard. Motion carried 6-0.

Appointment of Planning Commission Temporary Alternate – Burgess Miller stated that Dixie Eichelberger has submitted her resume to be the temporary alternate for the Planning Commission. Motion by Bussard to appoint Dixie Eichelberger as the temporary alternate to the Planning Commission, seconded by Ventre. Motion carried 6-0.

REPORTS OF COMMITTEES –

WATER & SEWER – Commissioner Falcinelli reported:

Water usage - 301,000 gallons per day

Spring Flow – 129,000 gallons per day

Unbudgeted Expenses - Commissioner Falcinelli stated that the water & sewer fund had some unbudgeted expenses last month. We had to buy a new turbidimeter for the West Plant costing \$1,100, muffin monster at the East Plant costing \$11,889 and pista grit reducer costing \$1,400.

Manganese Removal Design – Bruce Carbaugh is working on the design, will be presented it at the February 19, 2014 meeting at 7pm.

PUBLIC WORKS – Commissioner Bussard reported:

Snow/Ice – we had several snow/ice events; the guys have been out and have had the streets in very good shape. A lot of trees & tree limbs came down as a result of the ice storm on Jan. 29 & 30. If they were blocking roads, our guys cut them up and put on the owner's property, it is up to the property owner to dispose of.

Boiler – the boiler at the Municipal Center was replaced on Feb. 6th.

Bulk Trash – Saturday, March 15 is the next bulk trash pick-up.

PLANNING COMMISSION – Commissioner Goodman reported:

Sandwich Board Regulations – approved regulations for sandwich boards

Active adult text amendment – still working on

Cross Stone Commons – CVS reps will be present at the workshop. Commissioner Goodman invited the Burgess & Commissioners to attend February 12, 2014 at 7pm.

PARKS & RECREATION – Commissioner Ventre reported:

Remsberg Park – Commissioner Ventre stated that although the Parks & Rec have not met, they have continued to make decisions via email. Commissioner Ventre stated that Cindy came to him asking if a developer could do their plantings on the Remsberg Park, they have agreed to do so.

Board will not meet again until March.

FINANCE – Commissioner Dietrick reported:

Commissioner Dietrick presented a power point presentation to the Board showing them where we stand currently with our year to date, where we are on budget, where we are under and where we are over. Commissioner Dietrick wanted the Commissioners to get an understanding of where we are right now since its Budget time again.

PUBLIC INFORMATION – no report

New Business:

Proposed Text Amendment to Sign Regulations for Sandwich Board's – Burgess Miller stated that the permit for Sandwich Board signs will be free, each business will be allowed 2 boards offsite within ¼ mile of business. The Board accepted the proposed text amendment for Sandwich Boards. The public hearing will be held on March 6, 2014 at 7pm.

ADJOURNMENT

With no further business to come before the Board, the regular meeting adjourned at 7:45p.m.

The Board entered into executive session at this time.

Respectfully submitted,

Ann Griffin
Office Manager

Community Events Breakdown Requests

Organizations	Board Approved 2010	Board Approved 2011	Board Approved 2012	Board Approved 2013	Board Approved 2014
Middletown Arts and Activities					
Movie Nights in the Park	\$ 4,822.00	\$ 4,680.00	\$ 4,840.00	\$ 4,400.00	\$ 4,400.00
Scarecrow Event & Movie	\$ 2,700.00	\$ 960.00	\$ 975.00	\$ 820.00	\$ 860.00
Ice Cream Social	\$ 2,250.00	\$ 2,545.00	\$ 2,540.00	\$ 2,415.00	\$ 2,305.00
General Expenses	\$ 250.00	\$ 250.00	\$ 100.00	\$ 50.00	\$ 50.00
Less: Charity Golf Tournament					
Remaining Funds	\$ (2,688.12)	\$ (4,062.19)	\$ (1,581.57)	\$ (2,368.77)	\$ (1,188.00)
Sub-Total	\$ 7,333.88	\$ 4,372.81	\$ 6,873.43	\$ 5,500.00	\$ 6,427.00
Lions Club					
Halloween Parade	\$ 1,600.00	\$ 2,055.00	\$ 1,785.00	\$ 1,975.00	\$ 2,000.00
Less: Charity Golf Tournament					
Sub-Total	\$ 1,600.00	\$ 2,055.00	\$ 1,785.00	\$ 1,975.00	\$ 2,000.00
Christmas in the Valley					
	\$ 1,200.00	\$ 1,000.00	\$ -	\$ -	\$ -
Heritage Weekend**					
	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00
Less: Charity Golf Tournament					
Remaining Funds				\$ 8,000.00	\$ 7,500.00
Sub-Total				\$ 8,000.00	\$ 7,500.00
Middletown Rec Council					
4th of July Celebration	\$ 9,000.00	\$ 8,550.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00
Annual Egg Hunt	\$ -	\$ -			
Fishing Derby	\$ -	\$ -			
Less: Charity Golf Tournament					
Sub-Total	\$ 9,000.00	\$ 8,550.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00
Childrens Police Junior Academy					
	\$ 500.00	\$ 750.00	\$ 500.00	\$ 800.00	\$ 1,000.00
Middletown Valley Historical Society					
	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Community Events Total	\$ 34,633.88	\$ 31,727.81	\$ 35,658.43	\$ 29,775.00	\$ 29,427.00
Main Street					\$ 8,500.00



Division of Glessner Protective Services, Inc.
1216 Sherman Avenue
Hagerstown, Maryland 21740
(301) 797-1280 or (800) ON-GUARD (664-8273)
Fax: (301) 791-1680
www.glessner.net
AGREEMENT

Made this 2nd day of December, 2013 between
Glessner Protective Services, and

**MIDDLETOWN TWP.
31 West Main Street
Middletown, Md. 21769
Premise: 301-371-6171
Contact: Drew Bowen
Drew's Cell: 240-674-8937
Email: drew@cimiddletown.md.us**

Glessner agrees to furnish material and/or labor as follows:

ACCESS CONTROL – 4 DOOR

1. Install One (1) Galaxy 600 Access Controller with the following features:
 - A. 50,000 User Capacity
 - B. Supports All Card Technologies
 - C. 10,000 Event Buffer, system remembers all card activity
 - D. 1500 Access Groups for controlling who has access to which doors
 - E. 254 Time Schedules to control time of access to certain doors
 - F. 2 to 10 Doors per Controller
 - G. Optional 16 Door Controller Cabinet
 - H. Native TCP/IP Network for System Expansion with Unlimited Doors
 - I. Scheduled Door Lock/Unlock Schedules
 - J. Programmable Temporary Cards
 - K. Unlimited Holidays and Special Day Schedules
 - L. Battery Backup
 - M. ODBC Compliant Database for access with 3rd party programs
 - N. Reporting System for Card History and Activity

2. Install One (1) System Galaxy Software Package, 2 Clients, on the customer provided computer(s) with the following recommended specifications:
 - A. Pentium Processor 2.8GHZ Processor or Higher
 - B. 512 MB RAM for Client- 1 GB RAM for Server/Client Applications
 - C. Windows 2000, or XP Pro
 - D. 40 GB Hard Drive Space
 - E. Standard Graphics Card 1024 X 768 Resolution recommended
 - F. 17" Monitor recommended
 - G. Any windows compatible printer for report printing
 - H. **DOES NOT** dedicate the computer system to access control, it can be any existing office computer that meets the minimum requirements and can be used for other tasks without any effect on the access system. The computer is only a programming and history display tool.

Please Note: This system must be connected to customers TCP/IP network and requires a static IP address. Glessner recommends that a qualified network specialist perform this task. Glessner will provide all needed instructions for hooking this system to a network but Glessner will not perform any work on the customer's computer network.

3. Install Four (4) Proximity Readers, no swiping or inserting of cards, simply hold cards/tags 2 to 3" from the reader.
 - A. One (1) Back Door 2nd Floor
 - B. One (1) Front Main Lobby Door
 - C. One (1) Interior Door from Lobby to Accounting Office
 - D. One (1) Rear Interior Accounting Office Door

4. Install Two (2) Electric Magnetic Lock on Front Door with 1200lb. holding force, Request to Exit Motion detector, and an Emergency Door Release button, as follows:
 - A. One (1) Back Door 2nd Floor
 - B. One (1) Front Main Lobby Door

5. Install Two (2) Electric Strikes, as follows:
 - A. One (1) Interior Door from Lobby to Accounting Office
 - B. One (1) Rear Interior Accounting Office Door

6. Provide _____ Proximity Cards @ \$3.25ea. and/or _____ Key Tags @ \$6.50ea.

INVESTMENT RECAP:

INSTALL AN **ACCESS CONTROL SYSTEM**,
AS STATED IN ITEMS # 1 THRU # 5.

NET INSTALLED INVESTMENT.....\$ 7,268.00_____

PROVIDE _____ **CARDS AND/OR** _____
KEY TAGS AS STATED IN ITEM # 6.

NET INSTALLED INVESTMENT:.....\$ _____

TOTAL INVESTMENT.....\$ _____

TERMS OF INVESTMENT: 50% DOWN, 40% UPON START OF WORK, 10% UPON COMPLETION

THE TERMS AND CONDITIONS SET FORTH ON THE LAST PAGE OF THIS AGREEMENT, INCLUDING LIMITATION OF WARRANTIES, ARE PART OF THIS AGREEMENT.

The Acceptance of Agreement set forth on the last page of this agreement, including limitation of warranties, are part of this agreement. Work requests that require immediate attention may result in additional overtime charges. Two weeks advanced notice is recommended. Permit fees are not included in this investment and will be billed to customer at their actual cost.

The term of the warranty on materials set forth on the last page is **12** months and the term of the warranty on labor is **12** months.

GLESSNER PROTECTIVE SERVICES, INC. Company Name: _____

Pete Selman 2/21/14

petes@glessner.net

Area Marketing Manager

By: _____

Approved by: _____ Date
(Glessner Officer)

Name & Title: _____ Date
(please print)

This agreement is binding on Glessner only if signed by an officer of Glessner Protective Services, Inc.
Licensed by Maryland Home Improvement Association, License NO.669, WV NO. 020379

PERFORMANCE PROTECTION PLAN"

Your investment in a new security system is the beginning of a long term business relationship. Glessner Alarm & Communications certifies our commitment to you by providing free maintenance and equipment warranty protection programs guaranteeing you One (1) year of free protection! There is a cost to buy, but more importantly, the cost to own a new security system is a consideration you can't afford to overlook. When performance and long term savings are important ... Glessner Alarm & Communications is the solution!

FREE "BRONZE" MAINTENANCE PROGRAM (1 YEAR)

One (1) full year free maintenance agreement and warranty are included in your investment. This maintenance agreement provides for major emergency repairs to be attended to in less than four (4) hours and any minor repair requests to be attended to usually within twenty four (24) hours. A major emergency request is defined as disruptions rendering critical components of your security system inoperative. Our maintenance agreement covers the complete system repair or replacement of all parts damaged by normal operation of the system, but excludes damage caused by mis-use, acts of God; (including lightning and related catastrophic events) vandalism, strikes, riots or civil commotion's, floods, fires or acts of war, which are normally covered by your business insurance policies. Alterations, additions, deletions and repairs of any associated equipment affected by this contract, by others, without the express written permission of Glessner Alarm & Communications shall immediately terminate the maintenance and warranty agreement obligations. After the first year of maintenance, the above mentioned maintenance program is available to enhance your protection for subsequent years at a minimal renewal investment amount.

ACCEPTANCE OF AGREEMENT:

1. If the aforementioned System is to be installed during construction, or is affected by delays, a percentage payment will be asked for relative to the amount of the System completed, or equipment delivered to the job.
2. GPS, Inc. assumes no liability for delays in installation of the equipment or for interruption of service due to strikes, riots, floods, acts of God, or any cause beyond the control of GPS, Inc. and will not be required to supply service to the Purchaser while there is such a delay in installation or interruption of service due to any such case as above mentioned. Payment will be due as stated under "Terms of Agreement."
3. GPS, Inc. will service and warrant the above stated system excluding damages caused by vandalism, acts of God, or customer misuse or abuse. This service warranty to extend through the period as indicated from the purchase date. The Contractor reserves the right to replace or repair components of equal to, or better, quality, at the time of repair or replacement. For service, the client may call, Hagerstown, MD 301-797-1280, Frederick, MD 301-694-8282, or toll free 800-664-8273.
4. The original service warranty, or any subsequent agreed upon warranties, are null and void when any person(s) other than a GPS, Inc. employee adjusts, modifies or adds to any part of the system without written permission from GPS, Inc. Since GPS, Inc. is unable to track tape usage and replacement, any warranty expressed or implied does not include the "heads" of any recording device. Client understands the security panel may contain a lock-out code to prevent unauthorized tampering by personnel other than GPS, Inc. A service charge of \$200.00 will be enforced to have GPS, Inc. delete this feature.
5. The Customer agrees to pay any charges made by the telephone company, any permit fees, the police agency, the federal, county or local government necessary to provide the protection/installation of this agreement. The price quoted assumes standard PVC type cabling and conditions do not require conduit, ducts, plenum cable and or monuments which may be required unless otherwise specified in writing. Contractor reserves the right to assign, sell, and/or transfer clients accounts at its sole discretion. The Customer agrees to provide 120VAC power and outlets for system components as required.
6. It is understood the contractor, GPS, Inc. is not an insurer, that insurance, if any, shall be obtained by the Client and the amounts payable to the contractor hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Client's property or the property of others located in the Client's premises. The Contractor makes no guarantee or warranty that the system or services supplied will avert or prevent occurrences or the consequences therefrom, which the system is designed to detect. The Client does not desire this Contract to provide for full liability of the Contractor and agrees the Contractor shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences therefrom which the service is designed to detect or avert, that, if the Contractor should be found liable for loss or damage due to failure of service equipment in any respect, its liability shall be limited to a sum equal to ten percent (10%) of the annual service charge or \$50.00, whichever is greater, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss or damage, respective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of obligations imposed by this contract. The department or other organization to which the connection is made may invoke the provisions thereof against any claims by the Client due to any failure of such department or organization. The Customer agrees to and shall indemnify and save harmless the Contractor, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the Contractor's performance, or failure to perform its obligations under this agreement.
7. In order to protect GPS, Inc. if the Client defaults under this Agreement or cancels contract after the three day right of cancellation (residential clients only), the Client grants to Glessner Protective Services, Inc. a security interest in the property and equipment described in this Agreement which is to be installed at the address stated in this Agreement, and further grants a security interest in all cash and non-cash proceeds of such collateral. In addition any and all down payments, progress payments, etc. paid to Glessner Protective Services Inc. shall be forfeited and non-refundable.
8. If the Client is in default under this Contract, the Client understands that the contractor may send this Contract to any attorney for collection and enforcement. If the Contractor sends this Contract to an attorney for collection, the Client agrees to pay the Contractor's reasonable expenses and attorney's fees, not to exceed thirty-three and one-third percent (33-1/3%) of the balance remaining due hereunder, plus any court costs and repossession, storage, sale or other disposition of collateral.
9. All Home-Improvement Contractors and Sub-Contractors must be licensed by the Home Improvement Commission,. Inquiries about a Contractor should be transmitted to the Home Improvement Commission. Telephone: (410) 333-6309.
10. All investments quoted in the Agreement are valid for 30 days from the date of this Agreement.
11. Unless canceled in writing, within 30 days of renewal, monitoring service and fees will renew annually at the then current investment amount.

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-ENACT, WITH AMENDMENTS, TITLE 17, CHAPTER 17.52 OF THE MIDDLETOWN MUNICIPAL CODE PERTAINING TO THE ASSESSMENT AND COLLECTION OF FEES FOR THE SUBMISSION AND REVIEW OF DOCUMENTS RELATING TO VARIOUS LAND USE, PLANNING AND ZONING MATTERS; TO ESTABLISH A FEE SCHEDULE FOR SUCH FEES, INCLUDING THE ASSESSMENT OF AN ELECTRONIC FILING FEE FOR CERTAIN SUBMISSIONS.

SECTION I. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.52 of the Middletown Municipal Code be, and hereby is, **REPEALED**.

SECTION II. BE IT FURTHER ORDAINED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland the following be, and it hereby is, enacted as Title 17, Chapter 17.52 of the Middletown Municipal Code.

TITLE 17 ZONING

Chapter 17.52 - Fees

17.52.010 Generally.

To partially defray the expense of administering various planning and zoning services, review and permitting processes, and administrative hearings and procedures, fees shall be paid to the Town of Middletown as specified in this Chapter. All fees required to be paid by this Chapter shall be paid to the Town of Middletown and must be paid upon submission of the applicable applications and/or materials for review or action. No consideration and/or action on any application for review or issuance of a permit or other request shall be taken by the Town until such applicable fees are paid in full.

17.52.020 Services for which fees charged.

The services for which fees are charged by the Town shall include, but not be limited to, the following:

- A. Issuance of a Building Permit or Zoning Certificate for any structural alterations or improvements or other changes as required by Chapter 17.08 of this Code;
- B. Inspection and approval of construction prior to the issuance of a Construction Permit;
- C. Administrative procedures to include appeals to the Board of Appeals, requests for Text Amendments, applications for rezoning, applications for annexation, requests to amend the Water and Sewer Master Plan, recording of documents and review of Public Works Agreements and Homeowner Association documents;
- D. Review of land use and subdivision plats and plans.

17.52.030 Submissions to Planning and Zoning Commission.

All plans submitted for review and approval by the Planning Commission and all applicable fees for such review and approval must be received at the Middletown Town Office no later than noon on the Monday two weeks prior to the monthly meeting of the Planning Commission. The Planning Commission meets the third Monday of every month at 7:00 p.m.

17.52.040 Fee Schedule

The fees for the services to be rendered as set forth in this Chapter are as stated in the following Fee Schedule.

BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND
 FEES FOR VARIOUS LAND USE, PERMITTING,
 SUBDIVISION AND ZONING PROCEDURES

<u>Permits</u>	<u>Fee</u>
<u>Residential Permits</u>	
Internal Improvements	\$25.00
External Improvements	\$25.00
<u>New Residence Permits</u>	
Single-Family Unit-	\$200.00
Multi-Family Unit-	\$200.00 + \$100.00/additional unit
Demolition	\$50.00
<u>Commercial Permits</u>	
Internal Improvements	\$100.00
External Improvements	\$100.00
Structure Conversion	\$100.00
New Commercial	\$500.00
Demolition	\$100.00
Change of Use	\$50.00 + all other applicable fees
<u>Miscellaneous Permits</u>	\$25.00 Minimum + all other applicable fees

<u>Construction</u>	<u>Fee</u>
<u>New Subdivision</u>	
Construction Inspection	1% of Total Cost Estimates; SWM, Sediment & Erosion, Public Improvements

<u>Development</u>	<u>Fee</u>
<u>Concept Plan</u>	\$250.00 + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee

<u>Site Plan</u>	
Residential	\$250.00 + \$10/unit + \$15.00/Sheet Electronic Filing Fee
All Other	\$350.00 + \$50/acre + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee
<u>Preliminary Plan Review</u>	
All Subdivisions	\$350.00 + \$50/lot + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee
<u>Mass Grade Plan Review</u>	
All Subdivisions	\$250.00 + DPW fees + \$15.00/Sheet Electronic Filing Fee
<u>Improvement Plan Review</u>	\$300.00/page + Dept. of Public Works fees
<u>Forestry Plan Review</u>	
Simplified Forest Plan	\$200.00 + \$15.00/Sheet Electronic Filing Fee
Preliminary Forest Plan	\$200.00 + \$4.00/acre + \$15.00/Sheet Electronic Filing Fee
Final Forest Plan	\$200.00 + \$4.00/acre + \$15.00/Sheet Electronic Filing Fee
Inspection Fee	\$50.00 per inspection +1% of Total Cost Estimates
<u>Final Plat Review</u>	
Combined Prelim/Final	\$250.00 + \$50/lot + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee
Correction Plat	\$100.00 + \$10/lot + \$15.00/Sheet Electronic Filing Fee
Addition Plat	\$100.00 + \$10/lot + \$15.00/Sheet Electronic Filing Fee
Final Plat	\$300.00 + \$25/Lot + \$100.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee
<u>Resubmission</u>	50% of original fee + 25% of Original Legal Fee and/or Engineering Fee + \$15.00/Sheet Electronic Filing Fee

<u>Administrative</u>	<u>Fee</u>
<u>Board of Appeals</u>	
Variance	\$100.00 + advertising for non principal \$200.00 + advertising for principal
Special Exception	\$300.00 + advertising
Administrative Error	\$200.00 + advertising
<u>Text Amendment</u>	\$300.00 + advertising
<u>Rezoning Request</u>	\$400.00 + \$20/acre + \$200.00 advertising
<u>Annexation Review</u>	\$1,000.00 + \$50/acre + \$150.00 Legal Fee + \$200.00 advertising
<u>Recording Fees</u>	
Plats	\$75 fee + \$5/plat
All other Documents	\$50.00/document
<u>Public Works Agreement Review</u>	\$225.00 + \$150.00 Legal Fee
<u>HOA Document Review</u>	\$225.00 + \$150.00 Legal Fee
<u>Water & Sewer Master Plan Change</u>	\$500.00 + \$100.00 Engineering Fee

SECTION III. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

INTRODUCED ON THE _____ DAY OF _____, 2014

PASSED ON THE _____ DAY OF _____, 2014

EFFECTIVE DATE: _____, 2014

ATTEST:

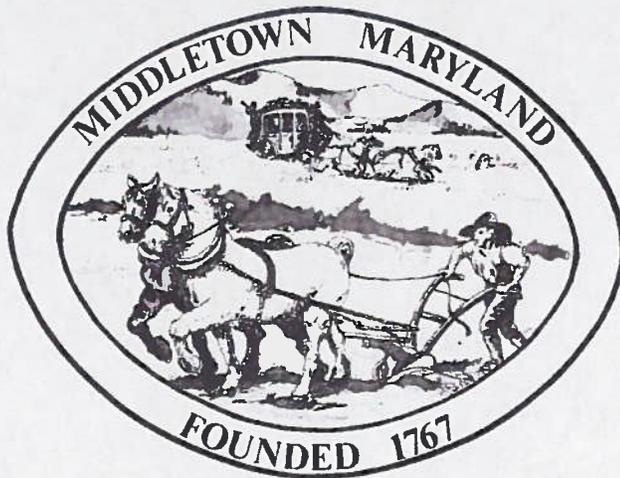
**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John D. Miller, Burgess

| [Thursday, February 13, 2014](#)

Burgess and Commissioners of Middletown, Maryland



Town Personnel Policy Employee Handbook

Approved by the Burgess and Commissioners

October 8, 2007

**Burgess and Commissioners of
Middletown, Maryland**

**Town Personnel Policy
Employee Handbook**

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Introduction

The Town of Middletown (Town) is committed to fair, clearly stated and supportive relationships between the organization and its staff. The personnel policies of the Town have been established in order to provide a guide to the personnel practices of the Town and to ensure consistency of personnel decisions. It is the intention of the Town to administer the personnel programs in a manner which complies with the letter and spirit of all applicable federal, state and local regulations. This document is designed to provide guidance to staff at the Town. It is not a part of any contract between the Town and its employees. It is only a set of informal guidelines for personnel practices. Notwithstanding the provisions of the personnel policies, all employees are "*at will employees*" which means that they may be terminated at any time with or without cause without subjecting the Town to a claim for breach of an employment contract.

Equal Opportunity

The policy and intent of the Town is to provide equal employment opportunity for all persons regardless of race, color, religion, national origin, marital status, political affiliation, status with regard to public assistance, disability, sex, or age.

The Town intends to respond affirmatively in its employment practices. Affirmative action applies to all aspects of employment practices including, but not limited to, recruiting, hiring, placement, promotion, demotion, transfer, training, compensation, benefits, layoff, recall, and termination. The Town seeks to do business with organizations that encourage equal employment opportunity.

Work Schedule

Work Week

Administrative Staff

Full-time employees are paid based on a 40 hour work week including ½ hour for lunch per work day. Regular work hours are established as 8:00AM – 4:00PM, Monday – Friday. Employees other than receptionists may vary their work hours with approval from the Town Administrator. Certain positions are considered Fair Labor Standards Act (FLSA) exempt. Those positions are listed as: Town Administrator and Director of Public Works, and Assistant Director of Public Works.

Some administrative staff is required to attend evening meetings held by the Town Board and/or Commission(s) and/or Committee(s). Compensation for these additional hours of work is covered in the Compensation Section of this policy.

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Comment [MSOffice1]: This sentence was added based on Becky's comment.

Maintenance Staff

Full-time employees are paid based on a 40 hour work week including ½ hour for lunch per work day. Regular work hour tours are established as 7:00AM – 3:00PM, Monday – Friday. In the event of extreme heat during the summer, the Director of [Public Works](#) and/or the Town [Administrator](#) may authorize a change in starting time to avoid heat related health issues. Maintenance staff, in the Water & Sewer Department, is required to work weekends and holidays in order to maintain the treatment facilities of the Town. Compensation for these additional hours of work is covered in the Compensation Section of this policy.

Holiday Schedule

The TOWN observes the following holiday(s):

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving
8. Half Day on Christmas Eve
9. Christmas Day
10. Employee's Birthday

If the holiday falls on a Saturday, the preceding Friday is the observed holiday; if it falls on a Sunday, the following Monday is the observed holiday. Holiday time is classified as administrative leave. Administrative leave is defined as hours paid by employer for leave that is not deducted from an employee's vacation or sick time.

With regard to the Water & Sewer Department, the next succeeding weekday following the observed holiday is designated as the holiday time off.

Emergency Closings

In cases of severe weather or other unusual work conditions, i.e. no heat or air conditioning or no running water, the Burgess may grant administrative leave and/or issue an early dismissal to employees at the workplace. This includes both full-time and part-time employees.

Emergency Work

In response to emergency situations such as; waterline breaks, sewer clogs, snow storm events, etc., some employees, as identified by the Town Administrator, Director of [Public Works](#) and/or the [Assistant Director of Public Works](#), will be required to work to resolve the emergency. Compensation for these additional hours of work is covered in the Compensation Section of this policy.

Comment [MSOffice2]: Added per comment by Paul.

Compensation

There are three (3) FLSA exempt staff positions in the Town. They are the Town Administrator, the Director of Public Works, and the Assistant Director of Public Works. All other non-exempt positions in the Town are hourly.

Comment [MSOffice3]: Added per Annette's comment.

Overtime will be paid at a rate of 1.5 times the employee's normal hourly rate. Overtime will be paid for all hours worked in excess of 40 hours worked per week. Vacation, sick, holiday, jury duty, voting, administrative leave or bereavement leave are not hours physically worked and cannot be used to determine hours worked in excess of 40 hours per week. In addition, any hours worked outside the normal work week will be paid at an overtime rate. Weekend work will be paid at overtime rates if in excess of the 40 hours. (Overtime pay does not apply to FLSA exempt staff positions.)

Comment [MSOffice4]: Added due to Becky's comment.

Comment [CU5]: Added per Paul's suggestion.

Pay Period

Wages are disbursed bi-weekly on Friday's. The pay period is from Thursday – Wednesday. Employees are only offered the option of direct deposit or paycheck. There are 52 pays per year. If a pay day falls on a holiday, paychecks will be made available the day before. If there are extenuating circumstances, pay might be made available early with the approval of the Town Administrator and the Burgess & Commissioners.

Comment [MSOffice6]: Changed to bi-weekly. Doug Whitley is opposed to the change to bi-weekly.

Comment [MSOffice7]: Sentence added per Annette's comment.

Time Sheets

Employees are responsible for computing and maintaining a weekly time sheet. Time sheets are to be submitted to the office no later than Thursday morning by 9:00am. Time sheets must be signed by the employee. Any reimbursement, such as mileage, safety clothing, or other Town related expenses must be included with the time sheet and include a copy of an invoice.

Compensatory Time

Compensatory time off is time off with pay in lieu of overtime pay for irregular or occasional overtime work. Non-Exempt employees must be compensated for every hour worked. Every hour physically worked over 40 hours, in a work week, must be compensated at one and one half times their normal rate of pay.

Performance Evaluations

Every employee will receive a performance evaluation yearly. Performance evaluations will be conducted during May and June of each year. Maintenance staff will have their performance evaluations conducted by the Superintendents of Water/Wastewater and Streets/Utilities. The Superintendents will have their performance evaluations conducted by the Director of Public Works and the Assistant Director of Public Works. Administrative staff will have their

performance evaluations conducted by the Town Administrator. The Town Administrator will have a performance evaluation conducted by the Burgess.

Telecommuting

Employees may be able to telecommute if it would benefit both the employee and the employer. Telecommuting is the practice of working at home or at a place closer to home instead of physically traveling to a central workplace. If an employee thinks that telecommuting would improve their ability to get their job done, an initial written request should be submitted to the Town Administrator. Once it has been determined by the Town Administrator that an employee is able to telecommute when necessary or as needed, that employee can send an e-mail request or request by phone instead of needing a written request.

The initial request should explain how telecommuting would be beneficial for the employee and the Town. The request should explain how the employee would be accountable and responsible, what equipment is necessary, and how communication barriers would be overcome.

In deciding if telecommuting will be permitted, the Town Administrator will look at factors such as position and job duties, performance history, related work skills, and the impact on the organization. In addition, compensation, benefits, work status, work responsibilities, and the amount of time expected to work each day or each pay period will stay the same as before starting telecommuting (unless changes are agreed upon in writing).

If telecommuting is to be done on a regular basis as opposed to an as needed basis, the employee and the Town Administrator must agree upon the schedule and document it in writing. An employee cannot change his/her schedule until the Town Administrator approves the change.

Telecommuting is an alternative method for meeting the business needs of the Town of Middletown. It is not a universal employee benefit. The Town has the right to refuse to make telecommuting available to an employee. The Town also may terminate an existing telecommuting arrangement at any time.

Comment [MSOffice8]: Changes to the language were made based on Becky's comments.
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Dress Code

All Maintenance Staff are required to wear Town uniforms. The uniforms will be supplied by the Town and include laundry services. Included will be summer and winter uniforms. T-shirts will be offered to employees, but laundry service for t-shirts will be the responsibility of the employee. The Town will pay \$120.00 toward the purchase of one (1) new pair of boots and \$50.00 toward the purchase of one (1) set of coveralls each year.

All Administrative Staff are expected to wear appropriate business attire, unless specific duties for that day require other clothing.

Probationary Period

A new employee serves a probationary period of 180 days during which performance, progress, and attitude are closely observed. An employee may be terminated at any time during the probationary period. At the end of this probationary period, a formal appraisal is completed and the employee is removed from probationary status.

Resignation

An employee choosing to resign employment with the Town is asked to give at least two (2) weeks notice prior to the intended date of departure. All Town property, such as keys, uniforms, cellular phones, etc. must be turned into the Town prior to receiving the last pay. Any items that are not turned in will have the cost of the replacement deducted from the last pay. At the time of the effective date of the resignation, the employee shall be able to use any accrued annual leave or the employee shall be paid for all unused accrued annual leave. If the employee has used all annual leave due prior to resignation, all hours used in excess of those earned shall be deducted from the employee's final paycheck at the rate of salary paid at the time of resignation. No employee shall be compensated for any unused sick leave at the time of resignation.

Leave

Annual

Annual leave is accrued in accordance with the following time in service and based on 40 hours of straight-time pay and is accounted for on a calendar year:

<u>Years of Service</u>	<u>Hours Accrued per Week</u>
1 through completion of Year 3	1.54
4 through completion of Year 14	2.31
15 and Up	3.08

For full-time employees, hours accrued per calendar year translate to 2 weeks for 3 years of service [or less](#); 3 weeks for more than 3 years but less than 15 years of service; 4 weeks for 15 years of service [or more](#). Although accrual of annual leave begins when an employee enters on duty, annual leave may be used only after the employee is no longer on probationary status.

Part-time employees and intermittent and/or temporary employees do not earn annual leave.

Employees may carry over 80 hours of annual leave at the end of each year, i.e. December 31st. Employees are allowed to cash out an additional 40 hours beyond the 80 hours that is allowed for carry over each year. Example: If on December 31st the employee has 130 hours of annual leave accumulated, 80 hours would carry over to the next year, 40 hours would be paid out to the employee, and 10 hours would be lost.

Employees are required to notify their direct supervisor of request for use of annual leave.

Family and Medical Leave Act (FMLA)

A. In addition to other types of leave mentioned in this chapter, eligible regular employees may qualify for FMLA leave.

Comment [MSOffice9]: Language taken from LGIT's website.

Basic Leave Entitlement

Upon proper request to the Town Administrator, eligible regular employees may qualify for a total of twelve (12) work weeks of leave (paid or unpaid) during any 12 month period (measured backward from the first date the leave begins) for one or more of the following conditions:

- Birth of a child;
- Placement of a child with the employee for adoption or foster care;
- Care for spouse, child, parent or parent-in-law who has a serious health condition; or
- A serious health condition of the employee whether work-related or not.

Comment [MSOffice10]: Changes made based on Annette's comments. Changed son/daughter to child.

Military Leave Entitlement

Upon proper request to the Town Administrator, eligible employees with a spouse, child(ren), or parent on active military duty, or called to active duty status in the National Guard or Reserves in support of a contingency operation may qualify for up to twelve weeks during any 12 month period (measured backward from the first date the leave begins) to address certain qualifying exigencies which may include:

- Attending certain military events
- Arranging for alternative childcare;
- Addressing certain financial and legal arrangements;
- Attending certain counseling sessions;
- Attending post-deployment reintegration briefings

There is also a military caregiver leave that permits eligible employees to take up to 26 weeks of leave in a 12-month period (measured forward only) to care for a covered service member who has a serious disabling injury or illness incurred in the line of duty during active duty status.

1. All eligible accrued leave (e.g. annual, sick, holiday and/or compensatory) must be used before unpaid leave can be used. Both paid and unpaid leave will count toward the maximum total of 12 work weeks of FMLA leave within a 12 month period.

2. The Town will continue the employee's health care coverage at the regular employee's rate as long as all employee contributions are paid during the unpaid leave periods. However, if the employee does not return to work, the employee will be responsible for the Town's portion of the premiums for the unpaid leave period. Arrangements must be made with the Town Administrator.

3. During the unpaid FMLA leave periods, sick leave and annual leave will not be accrued.

4. While the employee is using FMLA leave, the employee's position will be protected, and the employee will return to the position at the same grade and rate of pay at which he/she left.

5. Whenever the need for FMLA leave is foreseeable, the employee is asked to provide 30 days advance written notice before the leave is to begin.

B. Whenever the leave request is for a serious health condition, the Town will require that a request for leave be supported with certification from the health care provider of the employee, spouse, child, parent or parent-in-law. The Certification of Physician or Practitioner form must be used.

1. If the validity of the certification is in doubt, the Town may request that the employee obtain a second opinion, at the Town's expense, from a health care provider designated by the Town.

2. If there is a conflict of opinion between the two health care providers, the Town may request the employee to obtain, at the Town's expense, an opinion from a third provider jointly approved by the Town and the employee.

C. Whenever the leave request is for military family leave, the Town will require that the request be supported by an appropriate certification, as outlined below:

1. Leave for a qualifying exigency will require a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency including contact information if the leave involves meeting with a third party;

2. Leave to care for a covered service member with a serious injury or illness will require certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

D. FMLA leave shall end:

• When the employee, spouse, son, daughter, parent or parent-in-law is no longer affected by the serious health condition;

• If the employee fails to provide documentation to continue the leave when requested;

• When the employee has exhausted the maximum period of time eligible for FMLA leave. If additional time needed, the employee may request leave of absence in accordance with the Leave Without Pay section of the Employee Handbook. An absence

beyond the maximum time under FMLA leave is not protected by that law.

• If the employee accepts other employment.

Sick

Sick leave is accrued at the rate of two (2) hours for every 40 hours worked in straight-time pay status. Sick leave accrual is unlimited and accumulates throughout total employment with the Town. Sick leave in excess of three (3) consecutive workdays must be attested to by a medical certificate from a physician.

Funeral Bereavement

Funeral leave, not to exceed three (3) paid days, may be granted in the event of a death of an immediate family member - parent, spouse, child, brother, sister, grandparent, and grandchild. If additional time is needed, an employee may request annual leave. With respect to other relatives - uncle, aunt, nephew, niece, and cousin - an excused absence with pay is granted not to exceed one (1) day. In other cases, an employee may request annual leave.

Military

Employees absent on their annual two-week reserve or National Guard duty shall be considered on an excused leave of absence and may elect one of the following options related to their pay:

- The employee may take their vacation and retain their military pay.
- The employee may surrender their military pay to the ORGANIZATION, receive their regular salary and take their vacation at a later date.

- The employee may take unpaid leave and retain their military pay.

An employee called up to active duty is allowed an unpaid leave of absence to meet her/his military responsibilities.

Upon honorable discharge from active duty, the employee will be allowed ninety days to apply for reinstatement to her/his former job. The employee will be reinstated to the same job formerly held, with the same duties, same level of pay, benefits and seniority had s/he not been on active military duty. Employee benefits will not accumulate during the leave. The employee will be given a Consolidated Omnibus Budget Reconciliation Act notice for election to continue insurances during the leave.

Jury Duty

Court leave is granted with pay when an employee has been summonsed for jury duty or as a witness on behalf of the Town.

Leave without Pay

Leave without pay must be approved by the employee's direct supervisor. The request should include starting date, estimated duration, and purpose.

Benefits

The Town is committed to providing a flexible and cost-effective medical care, disability income, life insurance and retirement program for all its full-time employees. The Town reserves the right, in its discretion, however, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. In addition, the Town may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations as soon as practicable. ~~The Town will provide insurance to part-time employees based on a pro-rated amount based on the percentage of time worked. Example: An employee that works 20 hour/week would be eligible for 50% of the benefits offered to full-time employees.~~

Health Insurance & Life Insurance

The Town provides all full-time employees with major medical, disability, and partial dental and vision coverage. The Town pays the entire insurance premium for the full-time employee and 50% of the premium of any dependents.

Life Insurance

The Town provides full-time employees with a \$50,000 life insurance policy.

Workers Compensation

The Town provides Workers Compensation through the State of Maryland, Injured Workers Fund. Coverage limits are \$100,000 for bodily injury by accident; \$100,000 bodily injury by disease.

Retirement

Any employee who works more than 500 regular hours during a fiscal year is enrolled in the Maryland State Retirement and Pension System. All premiums are paid by the Town. An employee is eligible for full retirement benefits according to the following table, from the Maryland State Retirement and Pension System:

Comment [MSOffice11]: Drew to provide budget information .

<u>Age</u>	<u>Years of Service</u>
62	5
63	4
64	3
65 or Older	2
Any Age	30

No benefits are payable with less than two years of service. Employees become vested with the system after five (5) years of service. Benefits in the event of death are also payable under the Maryland State Retirement and Pension System to the employee's designated beneficiary. The employee's designated beneficiary may receive a lump-sum payment equal to the employee's annual salary if death occurs before retirement OR opt for monthly payments of benefits provided the employee was age 55 or older and had 15 years service or employee was age 62 or older.

Termination Disciplinary Action

Comment [MSOffice12]: Language taken from LGIT's website.

--Terminations--

Discharge may become necessary due to the employee's lack of ability or failure to fulfill the requirements of the job. Discharges are always unpleasant and costly, and the decision to discharge is not made lightly. Advance notice may or may not be given depending on the circumstances surrounding the termination.

All terminating employees will have an exit interview. The purpose of the interview is to be certain the reasons for the employee's termination are not founded on a misunderstanding or erroneous situation and to solicit information on what the employee understands of the company and the company benefits. The interview will also cover what compensation the employee has coming and when termination of benefits will occur. Employees are expected to turn in all property assigned to them at the time of termination.

--Progressive Discipline--

We believe it is important that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Progressive discipline means that we will normally take these steps in the following order:

1. The first offense may call for a verbal warning;
2. The next offense may be followed by a written warning;
3. Another offense may lead to a suspension; and,
4. Repeated offenses will lead to termination of employment.

Comment [MSOffice13]: Changed from 'may' to 'will' per comment by Paul.

If more than 12 months have passed since the last disciplinary action, the process will normally start over. Listed below are some of the reasons which may be causes for disciplinary action, but disciplinary action is not limited to the offenses listed below.

- A. Failure to perform assigned duties properly
- B. Insubordination (disobedience or refusal to perform assignments/duties)
- C. Chronic or habitual absenteeism or lateness
- D. Being absent without leave
- E. Inefficiency
- F. Violation of Town Ordinances, administrative regulations or department rules, policies, or procedures
- G. Conviction of violation of law bearing on job performance
- H. Inability to perform assigned duties properly
- I. Refusal to be examined by a Town appointed medical professional when so directed
- J. Conduct which is unbecoming of a Town employee
- K. Violation of a posted safety, fire prevention, health, or security rule
- L. Abuse of sick leave
- M. Unsatisfactory performance evaluation

~~The following In very serious situations, certain offenses shall may result justify in immediate termination of employment, without going through the usual progressive discipline steps. Those offenses are the following:~~

- A. Unauthorized use of, removal of, theft, or intentional damage to the property of the Town or another employee, independent contractor, or customer
- B. Giving false statements to any Town official or employee, or the public
- C. Use, sale, or possession of illegal drugs and/or alcohol on the job, on Town property, or in Town vehicles
- D. Accepting an inducement to perform or fail to perform
- E. Falsification of Town records (e.g. hours worked)
- F. A false statement in an employee's application for employment

- G. Under the influence of an illegal drug, a controlled dangerous substance, or alcohol while on the job
- H. Dishonesty or theft
- I. Endangering the safety of or causing injury to other personnel or the public
- J. Weapons or firearms

~~You should also look at the Standard of Conduct and Work Rules policy in this handbook. That policy lists examples of unacceptable conduct that might result in immediate suspension or termination of employment. However, some of the examples of unsatisfactory conduct listed may result in the progressive discipline process described above instead of immediate suspension or termination.~~

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By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Town of Middletown.

Discipline and/or discharge may result for many reasons including, but not limited to, inappropriate behavior and/or unsatisfactory performance. Inappropriate behavior is defined as including, but not limited to, misbehavior on the job, refusal to do work reasonably expected, wrongful use of or taking of agency property, conviction of a felony, and violation of any policies or practices of the Town.

Unsatisfactory performance means failure of an employee to meet performance standards, to complete tasks in a timely, competent way, or to maintain an adequate attendance record. Uncooperative behavior or negative attitudes that affect the work or morale of others may result in termination. At the discretion of the Burgess, any staff member facing termination for unsatisfactory performance may be given the option to resign as described in the above section under "Resignation."

Employee Appeals

Town employees have the ability to appeal the following items to the Burgess and Commissioners for their consideration:

- Termination

The decision of the Burgess and Commissioners shall be final.

Ethics

--Code of Ethics for Public Officials and Employees --

Comment [MSOffice14]: Language taken from LGIT's website.

It is the policy of the Town that no official or employee shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. Outside employment must be disclosed and submitted to the Town for determination if a conflict exists.

Comment [MSOffice15]: Changed language throughout from State to Town or equivalent. Changed officer to official throughout as well.

Comment [MSOffice16]: This sentence was added per comment by Chris.

To implement this policy and strengthen the faith and confidence of the people of the Town in their government, there is enacted a code of ethics setting forth standards of conduct required of town officials and employees in the performance of their official duties. It is the intent of the Town that this code shall serve not only as a guide for the official conduct of public servants in this Town, but also as a basis for discipline of those who violate its provisions.

It is the policy of the Town that public officials and employees are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officials and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered by the State Commission on Ethics with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern.

--Anti-Harassment Policy

We expect all employees to be treated with fairness, respect, and dignity. This includes customers and vendors as well as employees. Accordingly, any form of harassment based on an individual's race, color, sex, religion, national origin, age or disability is a violation of this policy and will be treated as a disciplinary matter.

The term harassment includes slurs and any other offensive remarks, jokes, graphic material, or other offensive verbal, written, or physical conduct. Unwelcome sexual advances, requests for sexual favors, and any other unwelcome, unbecoming verbal or physical conduct will not be tolerated and is not a condition of employment.

Neither submission to nor rejection of such conduct will be used as a basis for employment decisions. We are committed to maintaining a safe and healthy work environment and take all appropriate health and safety precautions consistent with current medical knowledge. Employees may not refuse to work with or cooperate with, withhold services from or otherwise harass, intimidate, degrade or isolate a co-worker because of a known or suspected disability or disease, or because of a co-worker's association with a person with a disability or disease. Any employee who believes that he or she has been subject of harassment shall immediately report the conduct to Town Administrator. If the employee believes that he or she has been the subject of harassment by the Town Administrator, then it shall be reported to the Burgess.

Comment [MSOffice17]: Sentence added per comment by Annette.

All complaints will be promptly investigated and all matters will be handled expeditiously, confidentially, and in a professional manner so as to protect the offended individual and other individuals providing relevant information. Upon completion of a thorough investigation by the

Town Administrator (or Burgess if need be), prompt and appropriate action will be taken. There will be no retaliation against anyone for stepping forward with a concern regarding any type of harassment. All employees are to cooperate with any investigation into a harassment complaint. False accusations of harassment cause harm to innocent people and such conduct will not be tolerated.

All steps necessary to prevent any form of harassment from occurring will be taken. All supervisors and managers are informed of this policy and have been instructed as to what constitutes proper and improper behavior. The Town is prepared to promptly take steps necessary to enforce this policy. Violations of this harassment policy will result in disciplinary action, up to and including discharge.

Employee Acknowledgement

I acknowledge that I have read and understood and received a copy of the policies outlined in this copy of the Town of Middletown Personnel Policy. I understand that these policies provide only a general reference and are not a full statement of Town's procedure nor are they a contract.

Employee signature _____ Date _____



Electric / Gas / Water
Information collection, analysis and application

2111 N. Moller Rd.

Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

**A.W. Rose Associates
For: Middletown, MD**

BMR# 3811-13 Ver2 Jun
June 5, 2013

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
1		Make the Choice Promotion: Includes:			\$24,565.00	(1-2)
	ERW-1300-314	100W-R+ ERT, Encoder Remote with 10 Inch Cable and 10 Inch Cable for Leak Sensor	48			
	LDS-0002-001	Leak Sensor - Wire-end	24			
	MCLITE	Mobile Collector Lite Includes:	1			
		MCLite RF Unit (1 Year Warranty)	1			
		MCLite FC300 Ship Kit (Portable Wiring)	1			
	FC3-0004-001	FC300, SRead Radio, Imager, GPS, Bluetooth	1			
	FC3002DSKCRDL	FC300 single dock, includes power supply and power cable	1			
	MVRS AA	MVRS Software License - Up to 2,500 Endpoints Serviced	1			
	Support	First Year Customer Support	1			
	SFT-013	mlogonline Hosted service	1			
		Annual Hosted services fee (1-999)	1			(7)
	Services	MVRS Software Implementation Services	1			
Hardware						
2	ERW-1300-314	100W-R+ ERT, Encoder Remote with 10 Inch Cable and 10 Inch Cable for Leak Sensor		\$145.00		(1)
				100W for LS Discount	(\$75.00)	
			513	\$70.00	\$35,910.00	
3	LDS-0002-001	Leak Sensor - Wire-end				(1)
				LS Discount	(\$37.00)	
			257	\$48.00	\$12,336.00	
4	FC3-2014-001	FC300, SRead Radio, Imager, GPS, Bluetooth	1	\$4,990.00	\$4,990.00	(5)
5	FC3002DSKCRDL	FC300 single dock, includes power supply and power cable	1	\$423.00	\$423.00	(5)
Services						
6	Services	Project Services Leak Sensors	1	\$17,760.00	\$17,760.00	(4)
		Total			\$95,984.00	
Annual Maintenance-After 1 year Warranty						
7	Maintenance	FC300, SRead Radio, Bluetooth	1	\$435.00	\$435.00	
8	Maintenance	FC300, SRead Radio, Imager, GPS, Bluetooth	1	\$462.00	\$462.00	
9	Maintenance	FC300 single dock, includes power supply and power cable	2	\$37.80	\$75.60	
10	Maintenance	Mobile Collector Lite	1	\$576.00	\$576.00	
11	Maintenance	MVRS Software License - Up to 2,500 Endpoints Serviced	1	\$840.00	\$840.00	(6)
		Annual Maintenance Total			\$2,388.60	

AMENDED TOTAL: \$68,276.60



**Burgess and Commissioners
Middletown, Maryland**

Bids for Lighting at War Memorial

Contractor	Cost	Description
Dixie Electric	\$ 8,130.00	Furnish and install seven (7) LED lights at flag bases
Antietam Electrical Contractors	\$ 13,400.00	Furnish and install fourteen (14) LED lights at each side of the flag bases

KICHLER

ARCHITECTURAL OUTDOOR

Design Pro LED In-Ground 14W



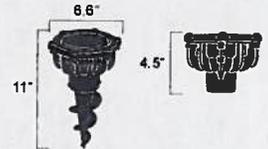
BBR

16036 (14W 10° Spot) 16037 (14W 35° Flood) 16039 (14W 60° Wide Flood)

PROJECT:
TYPE:
ORDERING #:
COMMENTS:

FEATURES

- Three beam spread options put light where you want it.
- A range of Kelvin color temperature choices from warm white 2,700K to pure white 3,000K.
- Radiax™ Optics deliver the greatest lumens per watt in the industry for comparable fixtures.
- All brass construction is corrosion-free and stronger than aluminum or composite built designs.
- 15° adjustable aiming.
- Auger stake, with anti-heaving feature included.
- Durable 9V-15V operating range.
- Drive-over and walk-over rated.



ORDERING INFORMATION

EXAMPLE: 16036 BBR27, 16050 BBR

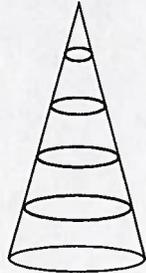
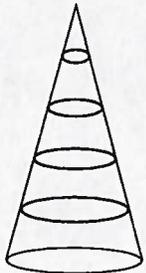
Product ordered is a 14W, 2700K, 10 degree spot in-ground light in Bronzed Brass with a cast brass cowl accessory.

PRODUCT	WATTAGE/STYLE	LIGHT SOURCE	FINISH	OPTIONS / ACCESSORIES
2700K WARM WHITE 10 Degree 16036 BBR27 35 Degree 16037 BBR27 60 Degree 16038 BBR27	*14W / 18.5VA - 10 Degree Spot Beam Spread *14W / 18.5VA - 35 Degree Floodlight Beam Spread	LED Specs - Integrated LEDs & Driver - LEDs: High Output Cree® LEDs tightly binned for color uniformity - Color Temp. (CCT): 2,700K (-50/+100) Warm White 3,000K (-45/+130) Pure White - CRI: 80s - 9V-15V AC/DC - 40,000 Hours Lamp Life To L70 Specifications ** - Efficacy: 2,700K = 37Lm/W 3,000K = 42Lm/W	Cast Brass BBR - Bronzed Brass	Mounting Options Concrete Kit 16501BBRP - Bronzed Brass Finish Drive-over and walk-cover rated for a 4500 lb car or truck Throw-away debris lid
3000K PURE WHITE 10 Degree 16036 BBR30 35 Degree 16037 BBR30 60 Degree 16038 BBR30	*14W / 18.5VA - 60 Degree Wide Floodlight Beam Spread	Wiring - 24" of Usable #18-2 Wire - SPT-1-W Leads	Included Mounting Accessories - Anti-heaving, Auger- style In-Ground Stake - Pro Series Wire Connector	
		Note: Fixture is Not For Use w/ Electronic Transformers		

KICHLER.

PROJECT:
TYPE:
ORDERING #:
COMMENTS:

PHOTOMETRIC INFORMATION

PRODUCT	DISTANCE	FOOTCANDLES	BEAM WIDTH	
10 Degree Spot 16036	8 Feet	214.7	1.4 Feet	 <p>Narrow Spot</p> <p>10 Degree Spread</p>
	12 Feet	95.4	2.1 Feet	
	24 Feet	23.8	4.3 Feet	
	36 Feet	10.6	6.4 Feet	
	48 Feet	6	8.6 Feet	
	60 Feet	3.8	10.7 Feet	
35 Degree Floodlight 16037	4 Feet	98.5	2.3 Feet	 <p>Flood</p> <p>35 Degree Spread</p>
	8 Feet	24.6	4.5 Feet	
	16 Feet	6.1	9.1 Feet	
	24 Feet	2.7	13.6 Feet	
	32 Feet	1.5	18.1 Feet	
	40 Feet	1	22.6 Feet	
60 Degree Wide Floodlight 16038	4 Feet	25.1	4.4 Feet	 <p>Wide Flood</p> <p>60 Degree Spread</p>
	8 Feet	6.3	8.8 Feet	
	16 Feet	1.6	17.7 Feet	
	24 Feet	0.7	26.5 Feet	
	32 Feet	0.4	35.3 Feet	
	40 Feet	0.3	44.2 Feet	

NOTES

FCC
Compliant

**Definition of 40,000 hours: Voluntarily following the accepted industry standard of L70, Kichler rates the entire lighting fixture system at 40,000 hours; with engineered electronics that will last at least 40,000 hours, superior optical engineering, and finally utilizing a design that operates at the optimal temperature thresholds for the LED chips. The end result is a complete light fixture that does not require replacement parts and will provide 70% or more of its original light output for at least 40,000 hours. It has been proven that the human eye can hardly detect any difference in light output when light output is at 70% or above of its original output.



* 14W is The Halogen Equivalent of a 50W MR16 Lamp
- Fixtures Must be Used With a Kichler ANSI/UL Power Supply
IES Files & LM-79 Data is available at www.landscapelighting.com.
LM-79 data is not available on our site.

We reserve the right to revise the design or components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any ANSI/UL Standards products previously manufactured, and without notice.



P.O. Box 316
 Williamsport, MD 21795
 Phone 301-223-1152
 FAX 301-223-1155
 Email – antietamec@myactv.net

To:	Drew Bowen	# Pages:	1	Date:	1/30/14
Company:	Town of Middletown	Notes EMAILED			
Phone #					

RE: Flagpole Lighting – Various Locations
 Middletown, MD

SCOPE OF WORK:

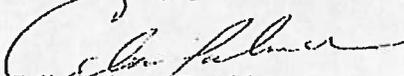
1. Price includes all electrical work per sketches prepared AEC. See attached.
2. All material and work is in accordance with industry standards.
3. Trenching, backfilling, core drilling, cutting & patching is included
4. A new service is included for item 2.
5. Applicable taxes and inspection fees are included.

Item	Description	QTY	Unit Price	Total Price
1	Flagpole lighting at Town Hall	1	\$ 3,000.00	\$ 3,000.00
2	Flagpole lighting at War Memorial	1	\$ 13,400.00	\$ 13,400.00
Total				\$16,400.00

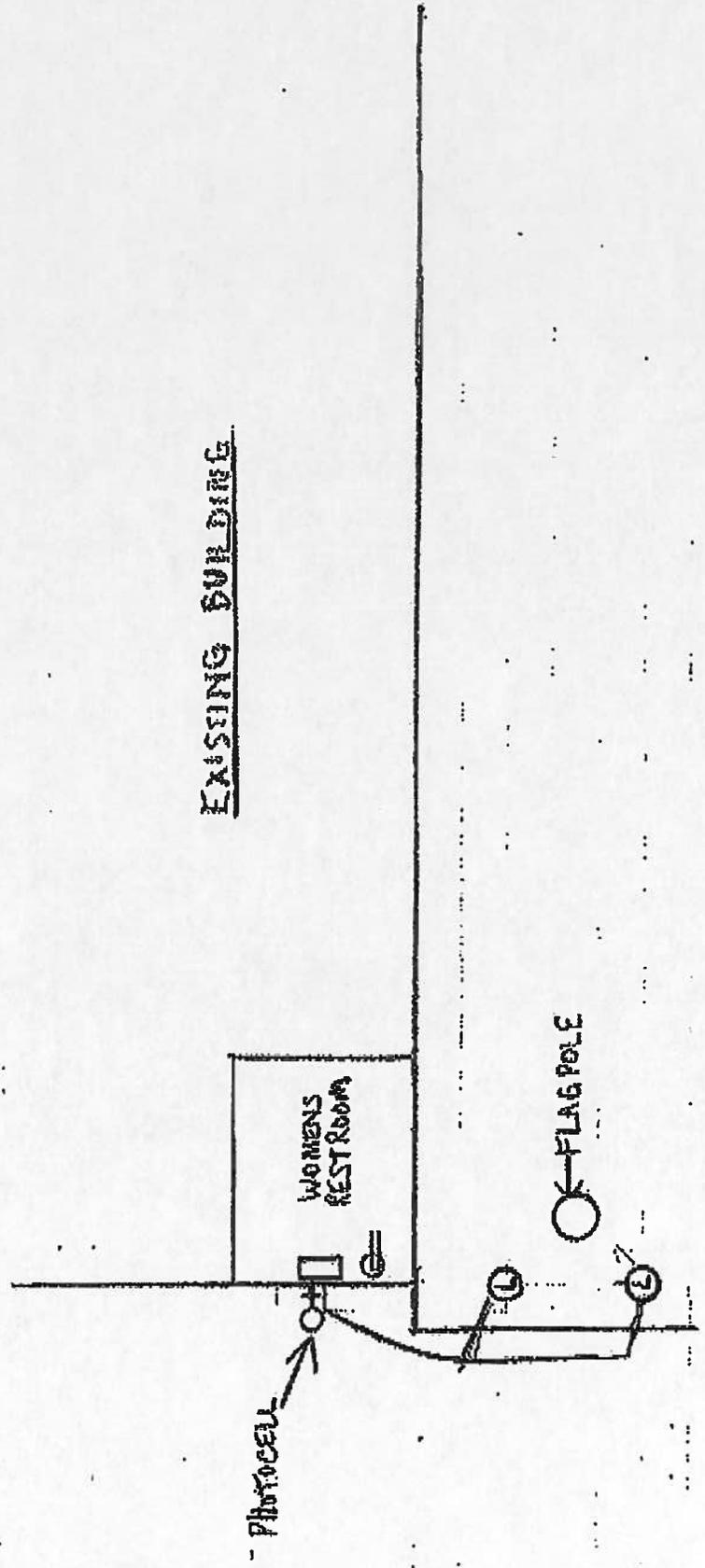
TERMS, CONDITIONS & EXCLUSIONS:

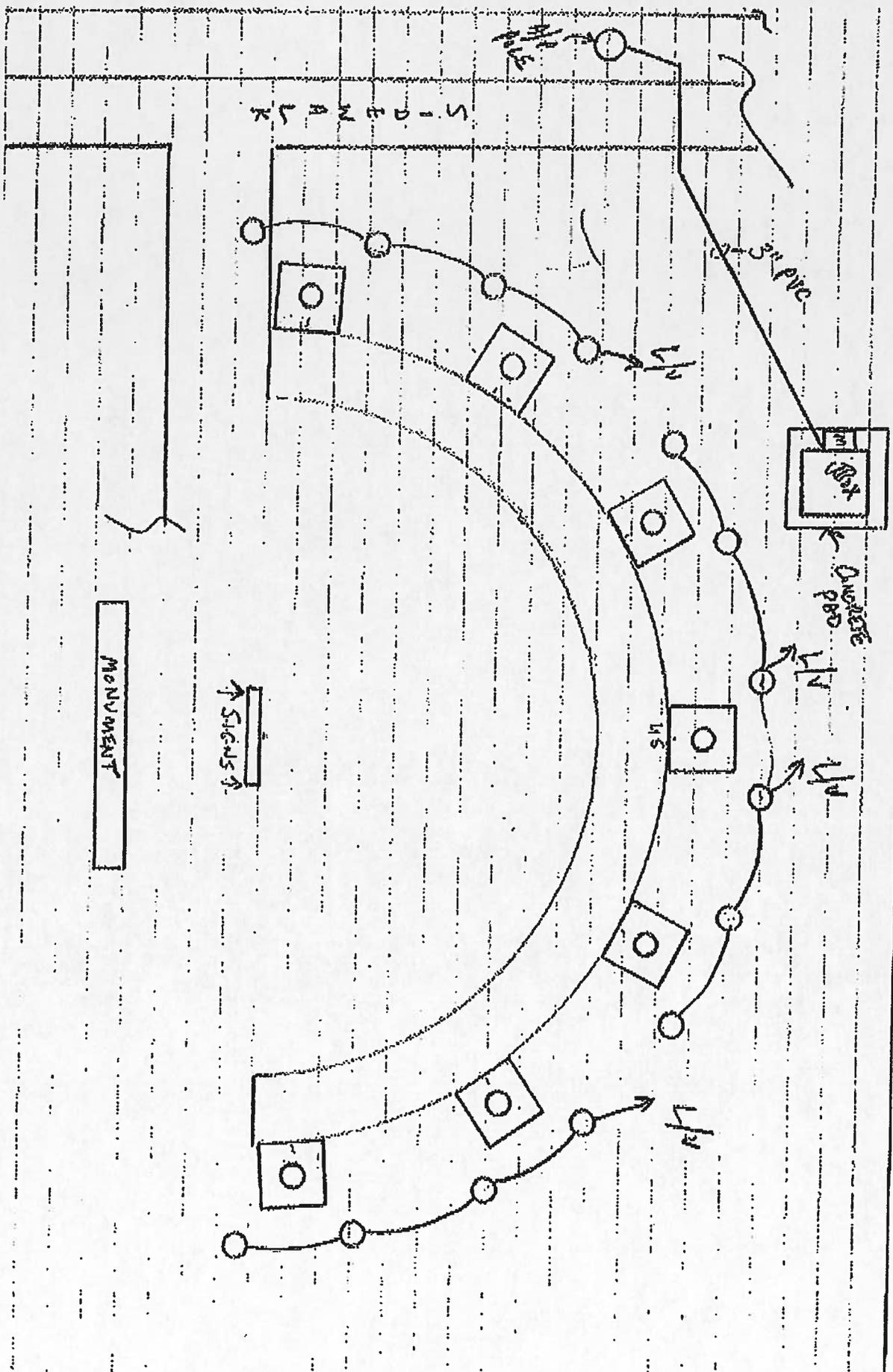
1. Quote is good for 60 days. Terms are net 30.
2. Item 1 would require @ 2 working days.
3. Item 2 would require @ 6 working days.
4. Material availability is @ 3 weeks after notice to proceed.
5. Work is to be accomplished in reasonable weather.

If there are any questions concerning this proposal, please call.


 Celia Palmer, President

EXISTING BUILDING





ORDINANCE NO. _____

AN ORDINANCE TO ENACT PROVISIONS PERTAINING TO ETHICS FOR PUBLIC ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES OF THE TOWN OF MIDDLETOWN; TO PROVIDE REQUIREMENTS RELATING TO CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURE; TO ESTABLISH AN ETHICS COMMISSION AND DUTIES FOR THAT COMMISSION; TO PROVIDE FOR EXEMPTIONS FROM THE REQUIREMENTS OF THE ETHICS LAW; AND TO PROVIDE FOR THE ENFORCEMENT OF THE PROVISIONS OF THE ETHICS LAW.

SECTION I. BE IT RESOLVED, ORDAINED AND ENACTED by the Burgess and Commissioners of Middletown, pursuant to State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland that the Middletown Municipal Code be, and hereby is, amended by adopting and adding thereto "Title 4 – Ethics" which is attached hereto as Exhibit "A" and incorporated by reference herein.

SECTION II. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

INTRODUCED ON THE _____ DAY OF _____, 2013

PASSED ON THE _____ DAY OF _____, 2013

EFFECTIVE DATE: _____, 2013

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John Miller, Burgess

TITLE 4 — ETHICS

Chapter 4.04 Short title.

4.04.010 This title may be cited as the Middletown Public Ethics Ordinance.

Chapter 4.08 Applicability.

4.08.010 The provisions of this title apply to all Town elected officials, employees, and appointees to boards and commissions of Town.

Chapter 4.12. Ethics Commission.

4.12.010 There is a Middletown Ethics Commission that consists of three (3) members appointed by the Burgess.

4.12.020 The Commission shall:

- (A) Devise, receive, and maintain all forms required by this title;
- (B) Develop procedures and policies for advisory opinion requests and provide published advisory opinions to persons subject to this Title regarding the applicability of the provisions of this title to them;
- (C) Develop procedures and policies for the processing of complaints to make appropriate determinations regarding complaints filed by any person alleging violations of this title; and
- (D) Conduct a public information program regarding the purposes and application of this title.

4.12.030 The Town Attorney shall advise the Commission.

4.12.040 The Commission shall certify to the State Ethics Commission on or before October 1 of each year that the Town is in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, for elected local officials.

4.12.050 The Commission shall determine if changes to this title are required to be in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated

Code of Maryland, and shall forward any recommended changes and amendments to the Town Burgess and Board of Commissioners for enactment.

4.12.060 The Commission may adopt other policies and procedures to assist in the implementation of the Commission's programs established in this title.

Chapter 4.16. Conflicts of interest.

4.16.010 In this chapter, "qualified relative" means a spouse, parent, child, or sibling.

4.16.020 All Town elected officials, officials appointed to Town boards and commissions subject to this title, and employees are subject to this chapter.

4.16.030 Participation prohibitions. Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(A) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee, or a qualified relative of the official or employee has an interest.

(B) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

(1) A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

(2) A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

(3) A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating employment or has any arrangement concerning prospective employment.

(4) If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

(5) An entity, doing business with the Town, in which a direct financial interest is owned by another entity in which the official or employee has a direct

financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

(6) A business entity that:

(i) The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

(ii) As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(C) A person who is disqualified from participating under paragraphs (A) or (B) of this section shall disclose the nature and circumstances of the conflict and may participate or act if:

(1) The disqualification leaves a body with less than a quorum capable of acting;

(2) The disqualified official or employee is required by law to act; or

(3) The disqualified official or employee is the only person authorized to act.

(D) The prohibitions of paragraphs (A) and (B) of this section do not apply if participation is allowed by regulation or opinion of the Commission.

4.16.040 Employment and financial interest restrictions.

(A) Except as permitted by regulation of the Commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(1) Be employed by or have a financial interest in any entity:

(i) Subject to the authority of the official or employee or the Town agency, board, commission with which the official or employee is affiliated; or

(ii) That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(2) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(B) This prohibition does not apply to:

(1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(2) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(3) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted by and in accordance with regulations adopted by the Commission; or

(4) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

4.16.050 Post-employment limitations and restrictions.

(A) A former official or employee may not assist or represent any party other than the Town for compensation in a case, contract, or other specific matter involving the Town if that matter is one in which the former official or employee significantly participated as an official or employee.

(B) Until the conclusion of the next regular session that begins after the elected official leaves office, a former Burgess or former member of the Town Board of Commissioners may not assist or represent another party for compensation in a matter that is the subject of legislative action.

4.16.060 Contingent compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the Town.

4.16.070 Use of prestige of office.

(A) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(B) This section does not prohibit the performance of usual and customary constituent services by an elected local official without additional compensation.

4.16.080 Solicitation and acceptance of gifts.

(A) An official or employee may not solicit any gift.

(B) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(C) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(1) Is doing business with or seeking to do business with the Town office, agency, board, or commission with which the official or employee is affiliated;

(2) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(3) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(4) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(D) Paragraph (E) of this section does not apply to a gift:

(1) That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

(2) Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

(3) Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(E) Notwithstanding paragraph (C) of this subsection, an official or employee may accept the following:

(1) Meals and beverages consumed in the presence of the donor or sponsoring entity;

(2) Ceremonial gifts or awards that have insignificant monetary value;

(3) Unsolicited gifts of nominal value that do not exceed \$20 in cost or trivial items of informational value;

(4) Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

(5) Gifts of tickets or free admission extended to an elected local official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

(6) A specific gift or class of gifts that the Commission exempts from the operation of this section upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the Town and that the gift is purely personal and private in nature;

(7) Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

(8) Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is in not related in any way to the official's or employee's official position.

4.16.090 Disclosure of confidential information. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

4.16.100 Participation in procurement.

(A) An individual or a person that employs an individual who assists a Town agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(B) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

Chapter 4.20. Financial disclosure — local elected officials and candidates to be local elected officials.

4.20.010

(A) This chapter applies to all local elected officials and candidates to be local elected officials.

(B) Except as provided in section 4.20.020 of this chapter, a local elected official or a candidate to be a local elected official shall file the financial disclosure statement required under this chapter:

(1) On a form provided by the Commission;

(2) Under oath or affirmation; and

(3) With the Commission.

(C) Deadlines for filing statements.

(1) An incumbent local elected official shall file a financial disclosure statement annually no later than April 30 of each year for the preceding calendar year.

(2) An individual who is appointed to fill a vacancy in an office for which a financial disclosure statement is required and who has not already filed a financial disclosure statement shall file a statement for the preceding calendar year within 30 days after appointment.

(3) (i) An individual who, other than by reason of death, leaves an office for which a statement is required shall file a statement within 60 days after leaving the office.

(ii) The statement shall cover:

(a) The calendar year immediately preceding the year in which the individual left office, unless a statement covering that year has already been filed by the individual; and

(b) The portion of the current calendar year during which the individual held the office.

4.20.020 Candidates to be local elected officials.

(A) Except for an official who has filed a financial disclosure statement under another provision of this chapter for the reporting period, a candidate to be an elected local official shall file a financial disclosure statement each year beginning with the year in which the certificate of candidacy is filed through the year of the election.

(B) A candidate to be an elected local official shall file a statement required under this chapter:

(1) In the year the certificate of candidacy is filed, no later than the filing of the certificate of candidacy;

(2) In the year of the election, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and

(3) In all other years for which a statement is required, on or before April 30.

(C) A candidate to be an elected official:

(1) May file the statement required under §4.20.020(B)(1) of this section with the Town Administrator with the certificate of candidacy or with the Commission prior to filing the certificate of candidacy; and

(2) Shall file the statements required under §4.20.020(B)(2) and (3) with the Commission.

(D) If a candidate fails to file a statement required by this chapter after written notice is provided by the Town Administrator at least 20 days before the last day for the withdrawal of candidacy, the candidate is deemed to have withdrawn the candidacy.

(E) The Town Administrator may not accept any certificate of candidacy unless a statement has been filed in proper form.

(F) Within 30 days of the receipt of a statement required under this chapter, the Town Administrator shall forward the statement to the Commission or the office designated by the Commission.

4.20.030 Public record.

(A) The Commission or office designated by the Commission shall maintain all financial disclosure statements filed under this chapter.

(B) Financial disclosure statements shall be made available during normal office hours for examination and copying by the public subject to reasonable fees and administrative procedures established by the Commission.

(C) If an individual examines or copies a financial disclosure statement, the Commission or the office designated by the Commission shall record:

(1) The name and home address of the individual reviewing or copying the statement; and

(2) The name of the person whose financial disclosure statement was examined or copied.

(D) Upon request by the official or employee whose financial disclosure statement was examined or copied, the Commission or the office designated by the Commission shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.

4.20.040 Retention requirements. The Commission or the office designated by the Commission shall retain financial disclosure statements for four years from the date of receipt.

4.20.050 Contents of statement.

(A) Interests in real property.

(1) A statement filed under this chapter shall include a schedule of all interests in real property wherever located.

(2) For each interest in real property, the schedule shall include:

(i) The nature of the property and the location by street address, mailing address, or legal description of the property;

(ii) The nature and extent of the interest held, including any conditions and encumbrances on the interest;

(iii) The date when, the manner in which, and the identity of the person from whom the interest was acquired;

(iv) The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;

(v) If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and

(vi) The identity of any other person with an interest in the property.

(B) Interests in corporations and partnerships.

(1) A statement filed under this chapter shall include a schedule of all interests in any corporation, partnership, limited liability partnership, or limited liability corporation, regardless of whether the corporation or partnership does business with the Town.

(2) For each interest reported under this section, the schedule shall include:

(i) The name and address of the principal office of the corporation, partnership, limited liability partnership, or limited liability corporation;

(ii) The nature and amount of the interest held, including any conditions and encumbrances on the interest;

(iii) With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and, if known, the identity of the person to whom the interest was transferred; and

(iv) With respect to any interest acquired during the reporting period:

(a) The date when, the manner in which, and the identity of the person from whom the interest was acquired; and

(b) The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.

(3) An individual may satisfy the requirement to report the amount of the interest held under item (B)(2)(ii) of this section by reporting, instead of a dollar amount:

(i) For an equity interest in a corporation, the number of shares held and, unless the corporation's stock is publicly traded, the percentage of equity interest held; or

(ii) For an equity interest in a partnership, the percentage of equity interest held.

(C) Interests in business entities doing business with Town.

(1) A statement filed under this chapter shall include a schedule of all interests in any business entity that does business with the Town, other than interests reported under paragraph (B) of this section.

(2) For each interest reported under this paragraph, the schedule shall include:

(i) The name and address of the principal office of the business entity;

(ii) The nature and amount of the interest held, including any conditions to and encumbrances on the interest;

(iii) With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received in exchange for the interest, and, if known, the identity of the person to whom the interest was transferred; and

(iv) With respect to any interest acquired during the reporting period:

(a) The date when, the manner in which, and the identity of the person from whom the interest was acquired; and

(b) The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.

(D) Gifts.

(1) A statement filed under this chapter shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by the Town.

(2) For each gift reported, the schedule shall include:

(i) A description of the nature and value of the gift; and

(ii) The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.

(E) Employment with or interests in entities doing business with Town.

(1) A statement filed under this chapter shall include a schedule of all offices, directorships, and salaried employment by the individual or member of the immediate family of the individual held at any time during the reporting period with entities doing business with the Town.

(2) For each position reported under this paragraph, the schedule shall include:

- (i) The name and address of the principal office of the business entity;
- (ii) The title and nature of the office, directorship, or salaried employment held and the date it commenced; and
- (iii) The name of each Town agency with which the entity is involved.

(F) Indebtedness to entities doing business with Town.

(1) A statement filed under this chapter shall include a schedule of all liabilities, excluding retail credit accounts, to persons doing business with the Town owed at any time during the reporting period:

- (i) By the individual; or
- (ii) By a member of the immediate family of the individual if the individual was involved in the transaction giving rise to the liability.

(2) For each liability reported under this paragraph, the schedule shall include:

- (i) The identity of the person to whom the liability was owed and the date the liability was incurred;
- (ii) The amount of the liability owed as of the end of the reporting period;
- (iii) The terms of payment of the liability and the extent to which the principal amount of the liability was increased or reduced during the year; and
- (iv) The security given, if any, for the liability.

(G) A statement filed under this chapter shall include a schedule of the immediate family members of the individual employed by the Town in any capacity at any time during the reporting period.

(H) Sources of earned income.

(1) A statement filed under this chapter shall include a schedule of the name and address of each place of employment and of each business entity of which the individual or a member of the individual's immediate family was a sole or partial owner and from which the individual or member of the individual's immediate family received earned income, at any time during the reporting period.

(2) A minor child's employment or business ownership need not be disclosed if the agency that employs the individual does not regulate, exercise authority over, or contract with the place of employment or business entity of the minor child.

(I) A statement filed under this chapter may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.

4.20.060 For the purposes of §4.20.050(e)(A), (B), and (C) of this title, the following interests are considered to be the interests of the individual making the statement:

(A) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.

(B) An interest held by a business entity in which the individual held a 30% or greater interest at any time during the reporting period.

(C) An interest held by a trust or an estate in which, at any time during the reporting period:

(1) The individual held a reversionary interest or was a beneficiary; or

(2) If a revocable trust, the individual was a settlor.

4.20.070

(A) The Commission shall review the financial disclosure statements submitted under this chapter for compliance with the provisions of this chapter and shall notify an individual submitting the statement of any omissions or deficiencies.

(B) The Town Ethics Commission may take appropriate enforcement action to ensure compliance with this section.

Chapter 4.24. Financial disclosure — employees and appointed officials.

4.24.010 This chapter only applies to the following appointed officials and employees:

(list of appointed official titles and employee titles)

4.24.020 A statement filed under this chapter shall be filed with the Commission under oath or affirmation.

4.24.030 On or before April 30 of each year during which an official or employee holds office, an official or employee shall file a statement disclosing gifts received during the preceding calendar year from any person that contracts with or is regulated by Town, including the name of the donor of the gift and the approximate retail value at the time of receipt.

4.24.040 An official or employee shall disclose employment and interests that raise conflicts of interest or potential conflicts of interest in connection with a specific proposed action by the employee or official sufficiently in advance of the action to provide adequate disclosure to the public.

4.24.050 The Commission shall maintain all disclosure statements filed under this chapter as public records available for public inspection and copying as provided in §§4.20.030 and 4.20.040 of this title.

Chapter 4.28. Exemptions and modifications.

The Commission may grant exemptions and modifications to the provisions of chapters 4.16 and 4.24 of this title to employees and to appointed members of Town Boards and Commissions, when the Commission finds that an exemption or modification would not be contrary to the purposes of this title, and the application of this title would:

- (A) Constitute an unreasonable invasion of privacy; and
- (B) Significantly reduce the availability of qualified persons for public service.

Chapter 4.32. Enforcement.

4.32.010 The Commission may:

(A) Assess a late fee of \$2 per day up to a maximum of \$250 for a failure to timely file a financial disclosure statement required under chapters 4.20 and 4.24 of this title; and

(B) Issue a cease and desist order against any person found to be in violation of this title.

4.32.020 Upon a finding of a violation of any provision of this title, the Commission may:

(A) Issue an order of compliance directing the respondent to cease and desist from the violation;

(B) Issue a reprimand; or

(C) Recommend to the appropriate authority other appropriate discipline of the respondent, including censure or removal if that discipline is authorized by law.

4.32.030

(A) Upon request of by the Commission, the Town Attorney may file a petition for injunctive or other relief in the circuit court of Frederick County, or in any other court having proper venue for the purpose of requiring compliance with the provisions of this title.

(B) The court may:

(i) Issue an order to cease and desist from the violation;

(ii) Except as provided in paragraph (C) of this section, void an official action taken by an official or employee with a conflict of interest prohibited by this title when the action arises from or concerns the subject matter of the conflict and if the legal action is brought within 90 days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public; or

(iii) Impose a fine of up to \$5,000 for any violation of the provisions of this title, with each day upon which the violation occurs constituting a separate offense.

(C) A court may not void any official action appropriating public funds, levying taxes, or providing for the issuance of bonds, notes, or other evidences of public obligations.

4.32.040 In addition to any other enforcement provisions in this title, a person who the Commission or a court finds has violated this title:

(A) Is subject to termination or other disciplinary action; and

(B) May be suspended from receiving payment of salary or other compensation pending full compliance with the terms of an order of the Commission or a court.

4.32.050 A Town official or employee found to have violated this title is subject to disciplinary or other appropriate personnel action, including removal from office, disciplinary action, suspension of salary, or other sanction.

4.32.060 A finding of a violation of this title by the Commission is public information.

Drew Bowen

From: John R. Clapp [johnrclapp@verizon.net]
Sent: Tuesday, August 06, 2013 4:14 PM
To: Drew Bowen
Subject: Re: Draft Ethics Ordinance
Attachments: Ordinance.Ethics.2013.docx; Ethics Ordinance.2013.docx

Drew:

Attached is the proposed Ordinance. As was stated in the letter from the State Ethics Commission, there are two Model Ordinances in COMAR, and they suggested Model B for Middletown. I used that as the template for this Ordinance because by using it, the State Ethics Commission should have no problem in approving it. I made an executive decision to insert this in the Town Code as Title 4 which is currently Reserved and "empty", but if the Town Board wants to place this in another location, there will have to be a number of revisions to the overall ordinance because periodically the ordinance cross-references to other sections of the ordinance. I would have to go through and revise all those cross-references.

For the Ethics Commission, I provided that it will consist of 3 members. I thought that 1 was not enough and 2 could result in tie votes. For a smaller town, I thought 3 was an appropriate number; however, the Town may have more or less. The State Commission consists of 5 members.

As you know, the State Ethics "mandate" was revised last year to require that that local governments make their ethics laws at least equivalent to the requirements for state officials. Previously, the local requirements only had to be "similar" to the State requirements. In other words, for some local officials, the state now requires that they be subject to the more stringent requirements applicable to state officials with regard to Conflicts of Interest and Financial Disclosures.

The Model Ordinance that I used as a guide states that the Conflict of Interest provisions (which are equivalent to the state requirements) apply to local elected officials, appointed members of local boards and commissions and employees. However, as I read the new revised statute, the stricter, "equivalent to" standard for Conflicts of Interest applies only to "elected local officials". This would exclude employees and appointed officials from these more stringent requirements. As to them, however, there would still have to be "similar" requirements for conflicts of interest and financial disclosure.

Why the drafters of the model ordinance took this approach on conflict of interest matters, I cannot say. You will note that in the financial disclosures sections, the "equivalent" standards do not apply to appointed officials and employees. There is the less stringent standard of "similar" which applies to these persons. (See Chapter 4.24 on the attached - page 13) The point is that, in my view, if the Town wants to make the more stringent Conflict of Interest standards applicable ONLY to elected officials, I believe this would be comply with the state mandate. The Town would still have to enact "similar" provisions for employees and appointed officials. It may be, though, that it is not a bad idea to hold appointed officials and employees to the higher "equivalent" state standard. (Alternatively, the Town could also apply the higher standards to appointed officials, but not to employees.)

This leads to Chapter 4.24. I left this blank (and in red) to note that the Board needs to decide which Town employees and appointed officials should be required to make these fairly minimal financial disclosures. This

needs to be decided and the list of persons stated in the ordinance. (The Ordinance is not complete until this is done.)

One matter the Town may wish to consider. The Ethics Commission should prepare a procedure to be followed with regard to complaints filed against officials or employees claiming a violation of this ordinance (See Section 4.12.020(C)). At least one lawsuit was instituted in which I was involved because the person charged felt that he/she was denied due process because of a lack of any procedural rules to process the complaint made against the person. While the Ethics Commission can prepare such rules, there is nothing to prevent the Board from also preparing those procedural rules and pass them as an ordinance.

All said and done, in my view this is really excessive. I know if I were still on the Frederick County Zoning Board, I would resign before filling out all these financial statements. I suspect that there are others in Middletown who feel the same way. Sad when ethical conduct has to be legislatively mandated. In any event, here it is. Let me know if you want to discuss this.

John

John R. Clapp
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1 West Church Street
Second Floor
Frederick, Maryland 21701
(301) 694-9700
(301) 694-5057 (fax)
johnrclapp@verizon.net
-----Original Message-----

From: [Drew Bowen](#)
Date: 7/30/2013 1:41:58 PM
To: '[John R. Clapp](#)'
Subject: Draft Ethics Ordinance

John:

The Burgess and Commissioners would like you to draft an Ethic Ordinance for the Town. Attached is the letter from the State Ethics Commission and some information that is referenced in their letter. There is no hurry on this. Any questions please call.

Thanks Drew

Andrew J. Bowen



**FREDERICK COUNTY GOVERNMENT
DIVISION OF PARKS & RECREATION**

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Vice President

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Lori L. Depies, CPA
County Manager

MEMORANDUM

RECEIVED

FEB 10 2014

TOWN OF MIDDLETOWN, MD.

TO: POS Project Coordinators
FROM: Bob Hicks, CPRP – Assistant Director
DATE: February 10, 2014
SUBJECT: Submission of FY2015 POS Annual Program

The Division of Parks and Recreation staff is requesting that those municipalities who are interested in obtaining POS funding for FY2015 (which begins July 1, 2014) to develop their Annual Programs by completing the enclosed Project Information Forms for each project for which funding is requested. Electronic files for the memo, forms and instructions are also being sent by E-mail. Please contact me to confirm that you have received this information

Please remember that if a project was submitted in the past and it didn't receive funding, then it must still be resubmitted for FY2015. The appropriate municipal officials should be informed since this information is being sent only to local Project Coordinators or the Mayor/Burgess if a coordinator has not been designated. If your municipality is not interested in obtaining POS funding for FY2015 then disregard this information.

The forms must be returned to our offices by Friday, May 2, 2014. A summary of all municipal requests and the completed forms will be forwarded to the chairman of the Ad Hoc Committee for POS Annual Program Allocations – Frederick County Chapter- Maryland Municipal League (MML). The committee will make a decision on project funding. POS allocation for Frederick County in FY 2015 has not yet been determined.

DNR has made POS funding available for unencumbered acquisition, as well as development projects. The funding amounts available for these projects are such that we can meet all unencumbered municipal projects indicated in our Annual Programs. Therefore, I would urge you to apply for the funding of these projects as soon as possible.

As a reminder for those municipalities who will be applying for development funding of POS projects, it takes several months for applications to be processed and approved by the state once they are submitted. Project expenditures cannot be incurred unless you receive a Letter of Acknowledgment from the Director of POS (issued upon receipt of a completed application) or final application approval from the State Board of Public Works. Once POS projects are approved and expenses to them are incurred, our office is urging municipalities to expedite any reimbursements requests through DNR.

Please contact me if you have any questions. Phone: 301-600-6816; E-mail: rhicks@frederickcountymd.gov. Thank you for your cooperation.

(over)

- BURGESS
 ADMINISTRATION
 PUBLIC WORKS
 PLANNING & ZONING
 WATER & SEWER

cc: file

Paul Dial, Parks & Recreation

Gloria Long Rollins, Walkersville

Bill Rittelmeyer, Woodsboro

Roelkey Myers, Frederick City

Winslow Burhans, New Market

David Blais, Mt. Airy

Thomas Watson, Rosemont

Debby Burgoyne, Burkittsville

Bill Blakeslee, Thurmont

Arleen Donnelly, Thurmont

Kristin Aleshire, Myersville

Drew Bowen, Middletown

Bob McGrory, Brunswick

Carrie Myers, Brunswick

David Haller, Emmitsburg

Donna DesPres, Emmitsburg

Monika Weierbach, Mt. Airy