



AGENDA FOR THE TOWN MEETING

January 27, 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
- [January 2, 2014 – Public Hearing](#)
- [January 13, 2014 – Town Meeting](#)

PERSONAL REQUESTS FOR AGENDA:

UNFINISHED BUSINESS:

- Memorial Hall Discussions
- [Ordinance 14-01-02 – Monthly Billing for Water & Sewer Bills](#)
- Review of Credit Card Options Using Convenience Fees
- [Introduction of Ordinance to Increase Development Review Fees and Scheduling of Public Hearing](#)
- [Review of Itron Bid for Radio Read Meters](#)
- [Review of \\$2,000,000 Line of Credit Bids](#)
- [Discussion of Active Adult Text Amendments](#)
- [Discussion of Cross Stone Commons](#)

NEW BUSINESS:

- [Discussion of Security System for Municipal Center](#)
- [Request for Crosswalk at Franklin and Broad Street](#)
- [Schedule Nominating Convention for Town Election](#)
- [FY 2015 Budget Schedule](#)

PUBLIC COMMENTS:

Please state Name and Address for the Record

ANNOUNCEMENTS:

ADJOURNMENT

EXECUTIVE SESSION: (If Necessary)

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

PUBLIC HEARING

January 2, 2014

The Public Hearing of the Burgess and Commissioners of Middletown was called to order on January 2, 2014 by Burgess Miller at 7:15 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Jennifer Falcinelli, Richard Dietrick, Tony Ventre and Christopher Goodman.

PUBLIC HEARING – Ordinance 14-01-01 – Ordinance to amend Title 16, Chapter 16.40, of the Middletown Municipal Code relating to Forest Conservation; to add definitions for the terms “Priority Funding Area” and “Stream Restoration Project”; to add exemptions from the Forest Conservation requirements; to amend the Town’s Forest Conservation Ordinance in accordance with the State of Maryland Forest Preservation Act of 2013

There was no comment from the public.

The Public Hearing adjourned at 7:20 p.m.

Respectfully submitted,

Ann Griffin
Office Manager

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND**

TOWN MEETING MINUTES

REGULAR MEETING

January 13, 2014

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on January 13, 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

Tax Equity for FY2014 Budget

Financial Statements

Town Minutes – December 5, 2103 Public Hearing

December 9, 2013 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 – Drew stated that the Town has received a 50/50 grant if we wish to purchase this property. Drew stated that Mr. Brenengen is looking to sell this property; asking price is \$150,000 which would be \$75,000 grant and \$75,000 from the Town. The Town Board agreed to make a final decision on whether to purchase this property or not at its February 10, 2014 meeting. Drew stated that with the grant there will be easements placed on this property for exterior and archeology. Drew stated that at the workshop Becky Reich, Main Street Manager stated that one option would be for the Town to purchase the property using the grant placing the easements on the property and then re-sale to re-coup the cost. Tim Coakley, Main Street Chairman was present and stated that the Main Street Board stands behind and supports this option as they would like to see this building preserved. Tim stated that Main Street would help to re-sale it if that is the route the Town Board wishes to proceed with. Commissioner Falcinelli suggested that Drew speak to a few commercial real estate agencies to see if a property like this would sell. Commissioner Dietrick asked what it would cost the Town to “moth ball it (preserve)” this property? Commissioner Dietrick also asked what costs the Town would incur if it did not sell right away and we held onto it for 3-5 years? Drew stated that Becky has the information on how much it would cost to “moth ball it” and he would ask her to provide that information to the Town Board.

Ordinance 14-01-01 – Revisions to the Forest Conservation Act – Drew stated that the State made some modifications on the language of the Forest Conservation Act; this Ordinance is just changing the language to comply with the state law & wording.

Motion by Commissioner Bussard to approve Ordinance 14-01-01 as presented, seconded by Commissioner Falcinelli. Motion passed 6-0.

Introduction of Ordinance 14-01-02 – Monthly Billing for Water & Sewer Bills – Burgess Miller stated this is just the introduction of this Ordinance. This Ordinance allows the Town Board to proceed with the pilot program with the Glenbrook Subdivision. Commissioner Falcinelli stated that this was recommended by our attorney that it wasn't necessary but he recommended we do so.

Review of Amendments to the Employee Handbook – Commissioner Goodman stated as discussed at the workshop the committee added language on FMLA, disciplinary action and ethics. Burgess Miller stated he would like the employees to all get a copy and review and make any recommendations they see fit.

REPORTS OF COMMITTEES –

WATER & SEWER – Commissioner Falcinelli reported:

Water usage - 278,000 gallons per day

Spring Flow – 142,000 gallons per day

Reservoir repairs – Commissioner Falcinelli stated that the repairs seem to be successful no leaking at this point.

Water line breaks – town staff repaired 3 water line leaks

January meeting - cancelled

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.

Repairs – the guys have had to make repairs to salt spreaders and snow blowers

Flagger training - the guys took flagger training.

Boiler – the boiler at the Municipal Center has a crack, we tried to weld it but the weld did not hold up. Bruce is currently getting prices to replace the affected area.

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

PLANNING COMMISSION – Commissioner Goodman reported:

FRO Ordinance – approved

Worked on the fee schedule which is before us tonight. This month we will be discussing the Active Adult Ordinance as well as temporary signs.

PARKS & RECREATION – Commissioner Ventre reported:

Remsberg Park – construction material for the pavilion will be delivered on January 21, 2014. Commissioner Ventre also stated that Cindy sent him a request to have 2 developers plant their FRO requirements on Remsberg Park.

Board will not meet again until March.

FINANCE – no report

PUBLIC INFORMATION – no report

New Business:

Appointment of Zoning Administrator – Burgess Miller stated that we received an interest from Ron Forrester to be the Zoning Administrator.

Motion by Commissioner Goodman to appoint Ron Forrester as Zoning Administrator taking effect February 1, 2014, seconded by Commissioner Falcinelli. Motion carried 6-0.

Appointments to Board of Appeals – Burgess Miller stated that we have 2 positions on the Board of Appeals up for re-appointment and both Ken Kyler and Tom Routzahn agreed to be re-appointed.

Motion by Commissioner Falcinelli to re-appoint Ken Kyler and Tom Routzahn to the Board of Appeals Committee for 3 year terms, seconded by Commissioner Goodman. Motion carried 6-0.

Review of Credit Card Cost – Drew stated that many of our residents have made inquiries to the Town about using credit cards to pay their water & sewer bills. Drew has spoken to M&T Bank, Middletown Valley Bank and BB&T Bank in regards to charges and fees associated with credit cards. Drew advised the Board that it would cost the Town anywhere from \$12,000-\$13,000 a year. It would depend on the percentage of residents that paid their bill with a credit card and the type of credit card they use. Drew advised the Board that he has a conference call scheduled to discuss paying online via our website.

Review of Development Review Fees – Drew stated that included in the packets are the proposed review fees from the Planning Commission. Burgess Miller asked the Commissioners to review the fees for any discussion at the January 27th meeting. Burgess Miller stated the Public Hearing on the proposed fees will be held on February 6th.

ANNOUNCEMENTS

- Position available on Planning Commission as Temporary Alternate
- Position available on Board of Appeals as Alternate

ADJOURNMENT

With no further business to come before the Board, the regular meeting adjourned at 8:00p.m.

The Board entered into executive session at this time.

Respectfully submitted,

Ann Griffin
Office Manager

ORDINANCE NO. 14-01-02

AN ORDINANCE TO AMEND TITLE 13, CHAPTER 13.12, SECTION 13.12.040 OF THE MIDDLETOWN MUNICIPAL CODE BY PROVIDING FOR MONTHLY BILLING FOR WATER AND SEWER SERVICES IN THE GLENBROOK SUBDIVISION IN THE TOWN OF MIDDLETOWN.

SECTION I. BE IT RESOLVED, ORDAINED AND ENACTED by the Burgess and Commissioners of Middletown that Title 13, Chapter 13.12, Section 13.12.040 of the Middletown Municipal Code be, and hereby is, amended as follows. New language is designated by being in **BOLD CAPITAL LETTERS**. Deleted language is designated by being in [brackets] and ~~stricken through~~:

Title 13 - Public Services

Chapter 13.12 WATER AND SEWER FEES AND CHARGES

13.12.040 Billing policies and procedures

A. *{Unchanged}*

B. **EXCEPT AS OTHERWISE PROVIDED HEREIN, W[~~W~~]ater and sewer bills** are issued quarter-annually and mailed in January, April, July and October of each year for water and sewer usage during the preceding three months. **FOR PROPERTIES WHICH ARE LOCATED IN THE GLENBROOK SUBDIVISION, WATER AND SEWER BILLS ARE ISSUED MONTHLY FOR WATER AND SEWER USAGE DURING THE PRECEDING MONTH.** All water and sewer accounts will be established in the name of the property owner where service is rendered. Bills are mailed in the name of the property owner to the property address. The town will, however, upon written request by the property owner, mail bills to the property owner to such other address as designated by the property owner and will also mail bills

in the name of the property owner but in the care of a designated property management company at that company's address. No accounts will be established and no bills will be mailed in the name of tenants. Late notices, disconnection notices and any other notices will be mailed in the name of the property owner to the property address or to such other address or to such property management company as has been designated by the property owner for the mailing of bills.

C. – M. *{Unchanged}*

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 13th DAY OF January, 2014

PASSED ON THE _____ DAY OF _____, 201__

EFFECTIVE DATE: _____, 201__

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John Miller, Burgess

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 17, CHAPTER 17.52, SECTIONS, 17.52.050 AND 17.52.060 PERTAINING TO THE TIMING FOR THE SUBMISSION OF PLANS AND FEES FOR REVIEW AND APPROVAL BY THE MIDDLETOWN PLANNING COMMISSION; TO AMEND THE DOCUMENT REVIEW FEE SCHEDULE TO PROVIDE FOR 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, Sections 17.52.050 and 17.52.060 of the Middletown Municipal Code be, and hereby is, amended as follows. Language being deleted is designated by being ~~in brackets and stricken through.~~ New language is designated by being in **BOLD CAPITAL LETTERS OR NUMBERS**:

TITLE 17 ZONING

Chapter 17.52 - Fees

17.52.050 Submission of plans and fees.

All plans and fees submitted for review and approval by the Middletown planning and zoning commission must be received at the town office of Middletown no later than noon on the Monday **TWO WEEKS** before the monthly Middletown planning and zoning meeting, which is the third Monday of every month, at **7:00** ~~{7:30}~~ p.m.

To partially defray the expense of administering various planning and zoning services, these fees shall be paid to the Town of Middletown as specified in each section of this fee policy. The amount of the fees shall be as established, from time to time, by resolution of the burgess and commissioners of the Town of Middletown. Any and all action required by the town will not be considered until all applicable fees have been paid in full.

17.52.060 Fees for subdivision and zoning procedures

The fees for various subdivision and zoning procedures may be established and modified, from time to time, by resolution passed and adopted by the burgess and commissioners.

**BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND
FEES FOR VARIOUS SUBDIVISION & ZONING PROCEDURES**

Permits	Town Fee
<u>Residential Permits</u>	
Internal Improvements	25.00 standard fee
External Improvements	25.00 standard fee
New Residence	
Single Unit-	200.00 standard fee
Multi Unit-	200.00 + 100/add. unit
Demolition	25.00 standard fee
<u>Commercial Permits</u>	
Internal Improvements	100.00 Standard fee
External Improvements	100.00 Standard fee
Structure Conversion	100.00 Standard fee
New Commercial	500.00 Standard fee
Demolition	50.00 Standard fee
Change of Use	50.00 Standard fee other applicable fees
<u>Miscellaneous</u>	25.00 Minimum + all other applicable fees
<u>Construction</u>	<u>Town Fee</u>
<u>New Subdivision</u>	
Construction Inspection	1% of Total Cost Estimates; SWM, Sediment & Erosion, Public Improvements
<u>Development</u>	<u>Town Fee</u>
Concept Plan	200.00 standard + 15.00/SHEET ELECTRONIC FILING FEE
<u>Site Plan</u>	
Residential	250.00 standard + 10/unit + 15.00/SHEET ELECTRONIC FILING FEE
All Other	250.00 standard + 50/acre + 15.00/SHEET ELECTRONIC FILING FEE

<u>Preliminary Plan Review</u>	
All Subdivisions	250.00 + 40/lot + 15.00/SHEET ELECTRONIC FILING FEE
<u>Mass Grade Plan Review</u>	
All Subdivisions	250.00 standard + DPW fees + 15.00/SHEET ELECTRONIC FILING FEE
Improvement Plan Review	300.00/page + DPW fees
<u>Forestry Plan Review</u>	
Simplified Forest Plan	200.00 standard + 15.00/SHEET ELECTRONIC FILING FEE
Preliminary Forest Plan	200.00 standard + 4.00/acre + 15.00/SHEET ELECTRONIC FILING FEE
Final Forest Plan	200.00 standard + 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	150.00 Standard + 25/lot + 15.00/SHEET ELECTRONIC FILING FEE
Correction Plat	100.00 standard + 10/lot + 15.00/SHEET ELECTRONIC FILING FEE
Addition Plat	100.00 standard + 10/lot + 15.00/SHEET ELECTRONIC FILING FEE
Final Plat	200.00 standard + 15/lot + 15.00/SHEET ELECTRONIC FILING FEE
<u>Resubmission</u>	50% of original standard fee + 15.00/SHEET ELECTRONIC FILING FEE
<u>Administrative</u>	<u>Town 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 Fee</u>	300.00 + 20/acre + advertising
<u>Annexation Review</u>	1,000.00 + 50/acre + advertising All Town accrued legal fees will be paid by applicant prior to final approval
<u>Recording Fee</u>	
Plats	75 standard fee + 5/plat to Court
All other Documents	50.00/document
<u>PW Agreement Review</u>	150.00 Standard
<u>HOA Doc. Review</u>	200.00 Standard
<u>Water & Sewer Master Plan Change</u>	500.00 Standard

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 _____, 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

Meter Replacements Costs		
Sensus iPerl Meter		
Equipment	Item Description	Material Cost
Meter Setting	3/4" Copperhorn FIP x MIP for 1" Meter NL	\$ 51.45
Meter Setting	3/4" ball valve, brass body, full port, chrome plated ball, FIP ends, lead free	\$ 8.15
Meter Setting	3/4" MIP Union Inlet x FIP Cartridge Style Dual Check NL	\$ 48.65
Meter Setting	3/4" MIP x CTS Grip Coupling NL	\$ 12.50
Meter	3/4" IPERL Meter TR/PL 1000 gal 4 wheel w 6' cable less housing	\$ 132.00
Smart Unit/Transmitter	Meter Transceiver unit- Non-pit version touchcoupler single port	\$ 120.00
Smart Unit/Transmitter	Mounting Bracket and Wiring	\$ 6.92
Total / Meter		\$ 379.67
Number of Meters to be Replaced		513
Total Cost		\$ 194,770.71
Sensus SRII Meter		
Equipment	Item Description	Material Cost
Meter Setting	3/4" Copperhorn FIP x MIP for 1" Meter NL	\$ 51.45
Meter Setting	3/4" ball valve, brass body, full port, chrome plated ball, FIP ends, lead free	\$ 8.15
Meter Setting	3/4" MIP Union Inlet x FIP Cartridge Style Dual Check NL	\$ 48.65
Meter Setting	3/4" MIP x CTS Grip Coupling NL	\$ 12.50
Meter	3/4" SRII Meter TR/PL 1000 gal 4 wheel w 6' cable less housing (I4S1GLXX)	\$ 139.00
Smart Unit/Transmitter	Meter Transceiver unit- Non-pit version touchcoupler single port	\$ 120.00
Smart Unit/Transmitter	Mounting Bracket and Wiring	\$ 6.92
Total / Meter		\$ 386.67
Number of Meters to be Replaced		513
Total Cost		\$ 198,361.71
Sensus SRII Meter with Itron		
Equipment	Item Description	Material Cost
Meter Setting	3/4" Copperhorn FIP x MIP for 1" Meter NL	\$ 51.45
Meter Setting	3/4" ball valve, brass body, full port, chrome plated ball, FIP ends, lead free	\$ 8.15
Meter Setting	3/4" MIP Union Inlet x FIP Cartridge Style Dual Check NL	\$ 48.65
Meter Setting	3/4" MIP x CTS Grip Coupling NL	\$ 12.50
Meter	3/4" SRII Meter TR/PL 1000 gal 4 wheel w 6' cable less housing (I4S1GLXX)	\$ 139.00
Smart Unit/Transmitter	100W-R Encoder with 10" Cable	\$ 70.00
Total / Meter		\$ 329.75
Number of Meters to be Replaced		465
Promotional Package - 48 Readers and Reader Unit		\$ 24,565.00
Total Cost		\$ 177,898.75
Sensus iPerl Meter with Itron		
Equipment	Item Description	Material Cost
Meter Setting	3/4" Copperhorn FIP x MIP for 1" Meter NL	\$ 51.45
Meter Setting	3/4" ball valve, brass body, full port, chrome plated ball, FIP ends, lead free	\$ 8.15
Meter Setting	3/4" MIP Union Inlet x FIP Cartridge Style Dual Check NL	\$ 48.65
Meter Setting	3/4" MIP x CTS Grip Coupling NL	\$ 12.50
Meter	3/4" iPerl Meter TR/PL 1000 gal 4 wheel w 6' cable less housing (I4S1GLXX)	\$ 132.00
Smart Unit/Transmitter	100W-R Encoder with 10" Cable	\$ 70.00
Total / Meter		\$ 322.75
Number of Meters to be Replaced		465
Promotional Package - 48 Readers and Reader Unit		\$ 24,565.00
Total Cost		\$ 174,643.75



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter 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 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		\$85.00		(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	



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter 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

Notes and Assumptions

- (1) 100W/LS Full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- (2) Pricing shown above reflects the Itron Make the Choice promotion.
 - Implementation/Training has been included as a separate line item. Travel and expenses have not been included and will be billed at actual.
 - Endpoint register cables with in-line connectors, installation kits, mounting brackets and all other endpoint peripherals are sold separately.
 - All standard warranties and service policies apply.
 - When ordering MCLite solutions please indicate wiring option
 - Customer must purchase a vehicle mount that is specific to their vehicle in order to complete installation of the MCLite (Pedestal Mounted version) to the vehicle.
 - A separate order mentioning this offer "Connect with Itron", along with the bundled solution option code MCLB-100W, must be included on purchase order and include all products associated with this offer.
 - When ordering MV-RS please indicate which licensing level you are requesting
 - PO must state all Itron Endpoint part numbers.
- (3) Professional services pricing is an estimate and is based on assumptions that have not been confirmed. In order to create a formal Scope of Work and a more accurate professional services bid, a detailed discussion of actual project requirements will be necessary. Travel and expenses are not included in this estimate and will be billed at actual.
 - Standalone, single PC system will be installed.
 - Itron will consult with the customer and the billing interface provider to develop an interface to MVRS.
 - Itron coding, developing the interface is not in the scope of this effort
- (4) Pricing for Project Services-Leak Sensors is based on Itron's experience over many years with many utilities. As part of the project to install WLM and train the City on the system, Itron will develop a formal Scope Of Work to ensure the success of the project. If during the development of the SOW additional work is requested, pricing may be changed to accommodate the additional work. Travel and expenses are not included in this estimate and will be billed at actual. Itron estimates \$750.00 airfares and \$275.00 per diems.

The Professional Services estimate includes:

 - Project startup including review of project schedule and data requirements. Utility owns process with Itron support.
 - Logistics and order processing performed by Itron.
 - Field engineering support for ERT installation training, mlogonline setup and introductory training.
 - One additional on-site field engineering support that includes ERT audits, follow-up training on mlogonline, and system operations and maintenance.
- (5) FC300 Handheld unit and single desk dock require a power supply and AC power cord. The same power supply can be used for both.
- (6) The Software Maintenance start date is effective 1 year from date of shipment and supersedes First Year Customer Support, unless otherwise specified in a contract.
- (7) Mlogonline annual software hosted fee is determined by the number of Leak Sensors required and deployed in your system.
- (8) Taxes and freight are not included and will be billed at actual. Prices are in US dollars. Prices are valid for 90 days.



100W

Water Communication Module

The 100W ERT® communication module is the latest addition to Itron's portfolio of advanced metering devices for water utilities. Featuring a compact design, industry-leading battery life and technology designed to adapt and grow with your business, the 100W module can help you streamline your operations and maximize your resources today and into the future.

100W ERT modules are available in two housing designs, supporting both water pit and remote installations. The different 100W ERT modules are identified as follows:

- » 100W is to be utilized with encoder registers in a pit environment
- » 100WP for pulser registers in a pit environment
 - All new 100W ERT modules for pit applications will come standard with a red integral connector port to utilize the optional 100W Through-The-Lid (TTL) antenna

- » 100W-R for encoder registers in remote applications
- » 100WP-R for with pulser registers in remote applications

These modules offer advanced two-way meter data collection designed specifically for Itron collection systems using handheld, mobile, fixed network and combination hybrid solutions. 100W ERT modules differentiate themselves from other devices on the market by providing true two-way

communications capabilities. Engineered from the ground up to leverage the benefits of ChoiceConnect™ collection systems, 100W ERT modules enable easy migration from mobile to fixed network operations as your business needs evolve. With Itron's complementary communications technology, fixed and mobile network systems can be deployed side-by-side in hybrid configurations to ensure maximum efficiency and reliability in both high and low-density meter populations.



MCLite

Mobile Collector Lite

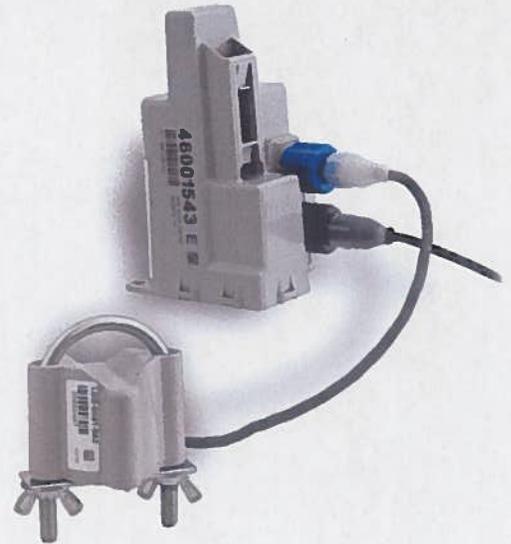
From small rural providers to larger utilities with a mix of rural and urban service areas, Itron's Mobile Collector Lite represents a more cost-effective and flexible solution for drive-by data collection of Itron ChoiceConnect™ wireless automated meter reading (AMR) solutions. Building on Itron's industry-leading mobile and handheld AMR technologies, MCLite is an innovative combination of mobile and handheld AMR that can handle mixed drive-by and walk-by routes for the ultimate in operational flexibility.

MCLITE FEATURES

Powered by Itron SRead radio technology, the MCLite offers unparalleled drive-by meter reading performance alongside the ability to perform walk-by pickups for greater efficiencies. MCLite is small enough to fit in any vehicle and can be easily transferred between vehicles—eliminating the need for an automobile dedicated to meter reading.

Whether for electric, gas or water, from monthly consumption reads to the collection of interval data, the MCLite offers read performance, accuracy and ease-of-use, all in one cost-effective solution.

- » Robust performance in a convenient and affordable package
- » Maximize meter reader productivity and safety
- » Exceptional meter reading performance in a small size
- » Simultaneous reading capability for multiple routes
- » Reads both "bubble-up" and "wake-up" endpoints
- » Out-of-route read collection to reduce special read visits
- » Compatible with MV-RS® and FCS
- » Supports both Itron's FC300 & FC200 handheld computers
- » Support for all 100G and 100W datalogging activities



100W + Leak Sensor

The American Society of Civil Engineers estimates that seven billion gallons of water go unaccounted for every day in the U.S. alone. This can be attributed, in part, to the accuracy of the water meters in older systems. But more commonly, a good portion of this unaccounted for water is the result of leaking pipes and aging infrastructure.

With Itron's 100W ERT[®] module + Leak Sensor, utilities now have a new approach to distribution system maintenance at their fingertips. The 100 ERT module, when deployed with an integrated Leak Sensor, monitors the utility's entire distribution system around the clock, acoustically surveying the integrity of the system. The 100W + Leak Sensor helps utilities find small leaks before they become large, costly leaks for the utility.

Integrated Technology

The 100W ERT module offers advanced capabilities such as full two-way communications to the meter and time-synchronized interval meter data. Itron's data collection technology provides utilities with absolute flexibility, whether deployed in an Advanced Metering Infrastructure (AMI) environment, an Automated Meter Reading (AMR) environment, in walk-by situations or in environments where a hybrid solution makes the most sense depending on what best fits the utilities business needs.

The 100W ERT module connects to a Leak Sensor via an in-line connector and is completely waterproof. Leak detection data can be gathered using either an FC300SR for walk-by downloading of data, Mobile Collector 3 (MC3) or Mobile Collector Lite (MCLite) for mobile AMR, or via Itron AMI fixed networks.

The level of flexibility with the 100W + Leak Sensor means it can be used as a stand-alone leak detection system unattached to a water meter in either AMI fixed network, or AMR mobile environments.



**Burgess and Commissioners
Middletown, Maryland**

**Line of Credit Bids
\$2,000,000**

Company	Rate	Term	Closing Costs	Deposit Requirements
BB&T	LIBOR + 2.350%	2 Years	\$ 600.00	Maintain Primary Operating Accounts at BB&T
M&T Bank	LIBOR + 2.3875	2 Years	\$ 1,000.00	Depository Relationship
Middletown Valley Bank	LIBOR + 2.01%	3 or 5 Years	\$ 2,225.00	Minimum Deposit Balance of \$350,000

LIBOR - London Interbank Offered Rate is the average interest rate estimated by leading banks in London that they would be charging if borrowing from other banks.

LIBOR as of 1/24/14

0.16%

January 23, 2014

JAN 23 2014

Burgess and Commissioners of Middletown
Andrew J Bowen, Town Administrator
31 W Main St.
Middletown, MD 21769

BURGESS
 COMMISSIONERS
 ADMINISTRATOR
 PLANNING & ZONING

Dear Mr. Bowen:

Re: Line of Credit (Line Facility)

Branch Banking and Trust Company ("Bank") is pleased to offer its commitment to make the following loan(s) to Burgess & Commissioners of Middletown ("Borrower"): Line Facility is a revolving line of credit ("Line") in the amount of two million dollars (\$2,000,000). This letter does not set forth all the terms and conditions of the loan(s) offered herein. Rather, it is only an outline, in summary format, of the major points of understanding which shall be the basis of the final Loan Documentation (all of which are collectively referred to as the "Loan Documents") which shall be drafted by Bank. The date on which the last of the Loan Documents is executed is hereinafter referred to as the "Closing Date". The Loan Documents shall have many terms and conditions not set forth herein, including but not limited to conditions precedent, representations and warranties, affirmative covenants, negative covenants, events of default, definition of terms, and other provisions customary to financing (1) by Bank generally and (2) of the type contemplated by this letter.

LINE FACILITY:

Purpose. Proceeds of the Line shall be used for short term financing for projects before the town can participate in a bond issuance. The Borrower hereby certifies that no part of any real property acquired with the proceeds of or serving as collateral for the Line offered herein has been acquired through the exercise of eminent domain by a governmental authority and will be used by the Borrower for private purposes.

Interest Rate. The One Month LIBOR Rate plus two and 7/20 percent (2.350%) per annum, as adjusted monthly on the first day of each month. All interest shall be computed and charged for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

Fees and Taxes. The Borrower agrees to pay any and all legal fees, recording fees, appraisal fees, documentary stamp and intangible taxes, and all other costs incurred by Bank in connection with the making, documenting, and closing the Line. The estimated closing costs for the Line are: \$600

Advances and Repayment. Funds shall be advanced under the line at the request of an authorized officer of the Borrower. Prior to maturity on February 5th, 2016, or an event of default under the loan agreement, Borrower may borrow, repay, and re-borrow under the Line. Accrued interest only shall be repayable monthly beginning on March 5th, 2014. The outstanding balance under the line plus accrued interest thereon shall be paid in full at maturity.

OTHER TERMS AND CONDITIONS:

The aforementioned credit facility (s) are hereinafter collectively called the "Credit".

Deposit Account(s). Borrower agrees to establish and maintain its primary operating account(s) with Bank as long as any part of the proposed credit remains outstanding.

Loan Agreement. The Borrower shall execute a comprehensive loan agreement which shall supersede any conflicting provisions of this Commitment Letter and all agreements formed by its acceptance, which shall contain, among other things:

Key financial ratios and limitations to be contained in the loan agreement shall include:

Non-exclusive list of other covenants.

- Borrower shall maintain a principal balance of zero on the Line of Credit for no less than thirty (30) consecutive days prior to each anniversary date of the note.

Financial Information.

During the term of the Credit and as soon as available, Borrower shall provide to Bank, in form and content acceptable to Bank:

- Its audited fiscal year-end financial statement as soon as available and in any event within 120 days of Borrower's fiscal year-end.

Other Documents and Terms. The Loan Documents may contain material terms and conditions designed to protect the position of Bank and its collateral. Bank shall require an opinion of the Borrower's counsel satisfactory to Bank and its counsel.

Non-Assignability or Modification of Commitment. The commitment evidenced by this letter shall not be assignable by you. The terms of this letter may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing and shall be enforceable by Bank and its successors and assigns. The Loan Documents when executed shall evidence the final commitment to Borrower, and upon said execution, this letter shall have no further force or effect.

Indemnification by Borrower. Borrower agrees to indemnify and hold harmless Bank from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against Bank in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Credit.

Confidentiality. Borrower shall keep the contents of this letter confidential.

Basis of Commitment. The undersigned Borrower and Guarantors acknowledge that this Commitment is based materially upon financial information provided to it by Borrower and others, and the undersigned Borrower and Guarantors hereby warrant and represent that such information was true and correct in all material respects when rendered and that no material change has occurred therein through the date of the execution of this Commitment. All material facts relating to the Credit or to the assets, business, profits, prospects, or conditions (financial or otherwise) of the Borrower have been disclosed to Bank by Borrower and Guarantors.

Voidability of Commitment. This Commitment shall be voidable at the option of Bank should any of the following events occur:

1. A material adverse change in Borrower's or Guarantor's business, or financial condition, or disposal of a material portion of its assets other than in the ordinary course of business.
2. A proceeding is commenced by or against Borrower or any Guarantor under any bankruptcy or insolvency law.
3. A default by Borrower or any Guarantor on any other obligation they may have for money borrowed.
4. Any change in management or ownership of Borrower unacceptable to Bank.
5. Should any law or regulation affecting Bank entering into the financing transactions contemplated hereby impose upon Bank any potential obligation, fee, liability, loss, claim, cost, expense, or damage which is not contemplated herein.

6. Any violation or breach by Borrower of the terms of this Commitment.
7. Should the Borrower fail to provide sufficient information to the Bank to permit verification of the identity of the Borrower in accordance with the USA Patriot Act.

Acceptance and Closing Date. This Commitment shall expire if not accepted or extended in writing by the close of business on 02/05/2014 (the "Commitment Expiration Date"). If this Commitment is accepted, time being of the essence, the Credit made pursuant hereto must close on or before the close of business on 02/05/2014 (the "Closing Date"). Borrower acknowledges that the interest rate and other terms of the Credit outlined in the Commitment are based upon acceptance of this Commitment and closing of the Credit within the time periods set forth above and that these time periods are material factors in Bank offering this Commitment. However, Borrower shall retain the obligation, if the Commitment has been accepted, to pay any fees or expenses incurred by Bank in connection with the negotiation and preparation of this Commitment.

If this Commitment is acceptable to you, please indicate your acceptance by signing in the space provided below and returning the original letter to me. A copy is enclosed for your records. Upon its acceptance and execution of this Commitment, the Borrower hereby certifies to Bank that:

- a. It is incorporated, organized or registered in the State or Commonwealth of MD.
- b. The name above is Borrower's exact legal name,
- c. Its chief executive office (if Borrower/Debtor has more than one place of business), place of business (if Borrower/Debtor has one place of business), or principal residence (if Borrower/Debtor is an individual) is at the address set forth above.
- d. Its Tax Identification Number is 52-6003394.

We appreciate the opportunity to offer this Commitment to your company and look forward to establishing a continuing, mutually beneficial relationship.

Sincerely,

Cristina Lugo
Assistant Vice President
7200 Bank Court
Frederick, MD 21703
(301) 644-6346

BRANCH BANKING AND TRUST COMPANY

By: Cristina Lugo
Title: Assistant Vice President
Phone: (301) 644-6346

Accepted:

Burgess and Commissioners of Middletown
Name of Borrower

Date

By: _____

John D Miller

Title: _____

Burgess



Manufacturers and Traders Trust Company
Government Banking
1966 Greenspring Drive, Suite 405, Timonium, MD 21093
(410) 244-4449 Fax: (410) 512-4760
Email: cosborne@mtb.com
Christina K. Osborne, Vice President

- BURGESS
- COMMISSIONERS
- ADMINISTRATOR
- PLANNING & ZONING

January 23, 2014

JAN 23 2014

Burgess and Commissioners of Middletown
c/o Andrew J. Bowen, Town Administrator
31 West Main Street
Middletown, MD 21769

RE: General Obligation Revolving Line of Credit

Dear Drew:

Thanks for allowing M&T Bank (*the "bank"*) the opportunity to provide you a quote for the interim line of credit for the Burgess and Commissioners of Middletown, "the Town" (*"the Borrower"*)'s gap financing for capital improvement projects identified in the Town's Capital Improvement Program (CIP).

The attached summary includes only a brief description of the principal terms of the proposed Line of Credit Note for gap financing. Our proposal is in response to your Request for Price Proposal.

The definitive terms of the proposed Credit Facility will be more fully evidenced in commitment letter and additional loan documentation including, but not limited to, a Note together with the other agreements, instruments, certificates and documents that M&T Bank may otherwise require.

The settlement of the proposed Credit Facilities is subject to several conditions. First, the Town and Bank will discuss, negotiate and accept the conditions of this letter as provided below. After receiving the Borrower's acceptance, the Bank will seek internal credit approval of the transaction. Upon Bank approval, definitive Note Documents will be prepared. This letter is subject to the statutory and other requirements by which M&T Bank is governed.

- 1) Amount of Note
\$ 2,000,000
- 2) Term of Note
Two (2) years from the closing date
- 3) Type of Note
General Obligation Note- structured as a revolving line of credit

4) Rate of Interest Per Annum
Variable

The Note shall (subject to the following terms) bear interest on the outstanding principal balance at a taxable rate (365/360-day basis). The interest rate will be variable based upon the Bank's prevailing one-month LIBOR Rate (rounded up to the nearest 1/16th) plus 2.20%. The rate will change every thirty (30) days and be fixed for 30-day periods. Currently, the one-month LIBOR rate is .1875%; therefore, today's rate would be 2.3875%.

5) Repayment Terms

Quarterly interest payments shall be automatically drafted from an M&T Bank checking account. The Bank will remain a depository for the Borrower for the duration of the note.

6) Security

The Burgess and Commissioners of Middletown will provide a general obligation in the form of a pledge of its full faith, credit and taxing power.

7) Covenants

The borrower will be required to submit to the bank its financial reports within 120 days from the close of the borrower's fiscal year.

Borrower agrees that he will not sell, transfer, otherwise dispose of, or incur or permit to exist any lien, charge or encumbrance of any nature on the assets except to the Bank.

8) Deposit Relationship

The Borrower shall agree to maintain a depository relationship with the Bank while the note is outstanding. The specific terms will be discussed and mutually agreed upon prior to loan closing.

9) Prepayment Privileges

Borrower will have the option to prepay any portion of the outstanding principal of the note outstanding at any time without fee or penalty.

10) Fees and Expenses

The origination fee is \$1000 for this financing. The borrower will be responsible for any normal and reasonable legal review costs associated with this transaction not to exceed \$1000. If closing does not take place, all costs and expenses shall be payable upon demand.

The borrower agrees to indemnify the bank against any and all claims, which may be incurred in connection with this borrowing.

11) Preparation of Documents

The bank shall be listed as **"Manufacturers and Traders Trust Company"** in all documentation prepared by the borrowers legal counsel and delivered to the Bank at least seven days prior to closing for document review.

12) Acceptance to advance

The above terms and conditions are intended to serve as an outline to support discussions of financing which may be available for the Borrower. This outline is not a commitment or an offer to provide credit accommodations and does not create any obligation on the part of the Bank. This outline is only a brief description of the principal terms of credit facility, which may be available and is intended for discussion purposes only.

This letter must be signed and delivered to the bank no later than the close of business on or before February 24, 2014. This offer is contingent upon the final credit approval of M&T Bank.

On behalf of Manufacturers and Traders Trust Company, we would be pleased to partner with the Town of Middletown and look forward to hearing from you regarding your evaluation of our proposal.

Should you have any questions, please do not hesitate to contact me at (410) 244- 4449.

Sincerely,



Christina K. Osborne
Vice President
Government Banking Division

Accepted:

Signature of Authorized Officer

Title of Signer

Date

Statement of Confidentiality:

The information provided in this proposal is **CONFIDENTIAL** in nature. It should be disclosed only to third parties who are directly involved in evaluating the proposal and who agree to maintain the confidentiality of this material. In no case should it be shared, in whole or in part, with any other parties without the written approval of M&T Bank. We thank you for your cooperation.



MIDDLETOWN VALLEY BANK

Your Community Bank Since 1908

P.O. Box 75 • Middletown, MD 21769
Phone 301-371-6700 • Fax 301-293-6866
www.mvbbank.com

January 22, 2014

John D. Miller, Burgess
Andrew J. Bowen, Town Administrator
Burgess and Commissioners of Middletown
31 West Main Street
Middletown, MD 21769

Re: Bid Proposal for \$2,000,000 revolving line of credit

Dear Mr. Miller and Mr. Bowen:

- BURGESS
- COMMISSIONERS
- ADMINISTRATOR
- PLANNING & ZONING

Middletown Valley Bank is pleased to offer this proposal for providing the Town of Middletown a \$2,000,000 revolving line of credit which will be used as gap financing for capital improvement projects that are identified on the Town's Capital Improvement Program or any other short term funding needs that the Town may have. The terms and conditions are as follows:

Lender: Middletown Valley Bank
24 W. Main Street
Middletown, MD;

Lender contact: Harold H. Hoffman, Jr., Sr. Vice President
Direct phone number 301-371-3051
Cell phone number 240-675-1356;

Borrower: Burgess and Commissioners of Middletown;

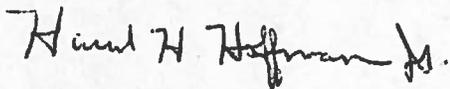
Loan maturity: Three (3) years or Five (5) years;

Interest rate: One month LIBOR plus 2.01% (currently 2.21%), adjusted every 30 days if the 3-year term is chosen, or One month LIBOR plus 2.10% (currently 2.30%), adjusted every 30 Days, if the 5-year term is chosen. All interest shall be computed and charged for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days;

- Collateral: This credit facility would be unsecured, as we would rely on the full faith and credit of the Burgess and Commissioners of Middletown and their taxing authority;
- Fees and taxes: One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) documentation fees, along with all other costs and expenses incurred by the Bank in connection with the making, documenting, administering, and closing of the line;
- Estimated closing costs: Total estimated closing costs, including the \$1,750.00 documentation Fee outlined in the above Fees and taxes, will be approximately \$2,225.00. This does not include any legal fees or costs from the Town's Legal counsel in any representation they may provide;
- Reporting requirements: The Borrower will provide the Bank with its fiscal year end financial Statements within 120 days of the Borrower's fiscal year end;
- Repayment Requirements: Monthly Interest only payments on the outstanding principal balance due with the principal due at maturity;
- Deposit requirements: Minimum deposit balances to average Three hundred fifty thousand and 00/100 Dollars (\$350,000.00) in addition to the Town's existing Deposit relationship with the Bank.

The Bank sincerely appreciates the opportunity to submit this proposal and looks forward to Expanding our relationship with the Burgess and Council, to promote economic prosperity for our community and citizens.

Sincerely,



Harold H. Hoffman, Jr.
Sr. Vice President

MEMORANDUM

Date: 1/23/2014

To: Burgess and Commissioners, Middletown

From: Cynthia K. Unangst, Middletown Staff Planner *CKU*

RE: Active adult text amendment

The Middletown Planning Commission on January 20, 2014 again reviewed the proposed Active Adult text amendment submitted by the Memar Corporation which would establish that parcels of land less than 100 acres could be used in their entirety for active adult communities as long as the total density remained below two units per acre. By consensus the Planning Commission recommends approval of the proposed text amendment with a modification. Below is the Planning Commission's recommendation, which has Farhad's support as well.

Section 17.48.015 Active adult community.

In the R-20 residential district and subject to the requirements of that district except as modified and provided in this chapter:

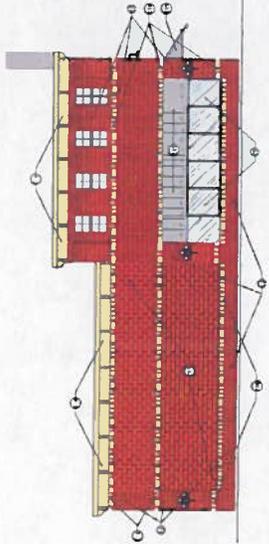
A. An active adult community in the R-20 district must be developed as an integral component of a larger R-20 zoned subdivision and may constitute no more than fifteen (15) percent of the total acreage in the subdivision.

B. Minimum size of overall R-20 subdivision: one hundred (100) acres. *On parcels less than 100 acres but more than 30 acres, entire parcel can be used for active adult community using the cluster development concept as long as total density remains at or below two units per acre and complies with any other requirements of the cluster development regulations. (example: maximum number of units in a 40 acre parcel is 80 active adult units)*

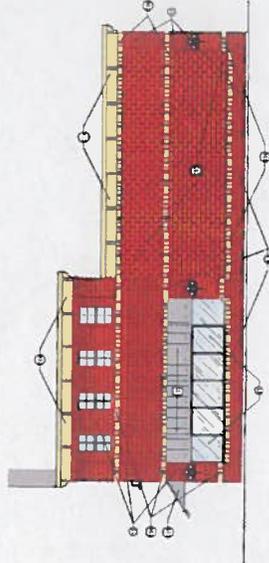
A public hearing should be scheduled ahead of a vote by the Town Board on the proposed ordinance. The public hearing should be scheduled after February 13, 2014 to allow for the mandatory 2-week successive public hearing notice in The Citizen newspaper.

CROSS STONE COMMONS
MIDDLETOWN, MARYLAND

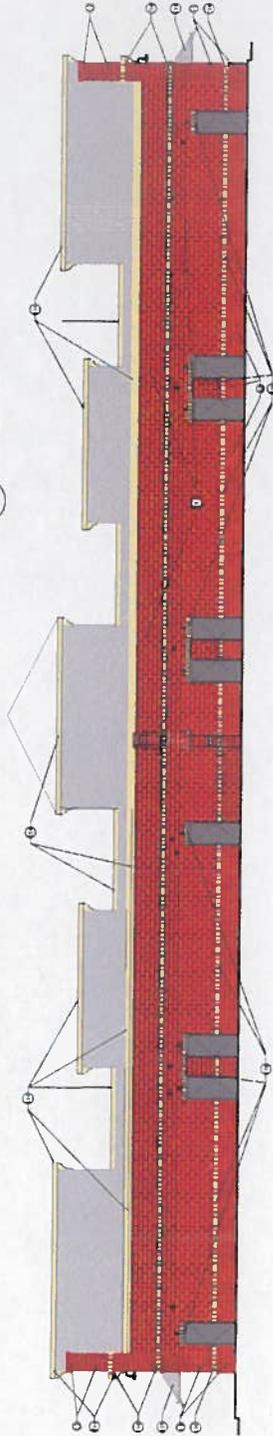




3 LEFT SIDE - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 RIGHT SIDE - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 REAR - WEST ELEVATION
SCALE: 1/8" = 1'-0"

TAG		EXTERIOR FINISH SCHEDULE		NOTES	
MATERIAL/DESCRIPTION	MANUFACTURER	STYLE/ CAT. NUMBER	COLOR		
E1 S10 PRIMER SYSTEM	JAMES HARDEN	137 SILCOAT 1.5	MEDIUM YELLOW	SEE SPECIFICATION	
E2 FIBER CEMENT TRIM BOARDS	JAMES HARDEN	HARD TRIM	WOODLAND CREAM JH10-30	SMOOTH FINISH	
E3 BRICK	PINE HALL BRICK	MODULAR	CYS RED	CEM-113 BY COLORMATCH	
E4 1/2" x 1/2" x 1/2" LAP SIDING	JAMES HARDEN	JAP SIDING 6" EXPOSURE	WOODLAND CREAM JH10-30	CLEAR ANODIZED	
E5 ALUM. STORE FRONT WINDOWS	SEE SPECS	SEE SPECS			
E6 ALUM. STORE FRONT DOOR	SEE SPECS	SEE SPECS			
E7 PAINT	BENJAMIN MOORE	#274 SAVIO DAMING CREAM	HOLLOW METAL DOORS/FRAMES, GUTTERS/DOWNSPOUTS		
E8 5" ALUM. K-STYLE OUTER	A-45		05 CONCORD CHAM	SUPPLIED AND INSTALLED BY GC	
E9 ASPHALT SHINGLES	CERTAINTEED	NEDEPENDENCE SHINGLES	WEATHERED WOOD	10-YEAR WARRANTY	
E10 URETHANE ROUND LOUVER	FYRON	RLV24	PAINT	VENTED W/ INSECT SCREEN	
E11 ALUM. DOWNSPOUTS	A-45		REDWOOD		
E12 SIMULATED STONE CORNICE					
E13 STANDING SEAM METAL ROOF	SEE SPECS		LIGHT GRAY/SILVER	SEE SPECIFICATION	
E14 BRICK	PINE HALL BRICK	MODULAR	MEDIUM YELLOW	CEM-113 BY COLORMATCH	
E15 CVU		MODULAR	CYS RED		

CVS pharmacy
 NORTHERN 6225-RIGHT
 CHAMPERT DRIVE-THRU
 STORE NUMBER 1530
 RT. 40 & MIDDLEBURY HWY
 MIDDLEBURY, IN 47179
 PROJECT TYPE: DRIVE THRU SERVICE
 CS PROJECT NUMBER: 72240



Larson Design Group
 1500 Commerce Park Drive
 Suite 200
 Erie, PA 16511
 Phone: 814.770.3333 (6603)
 Fax: 814.770.3333 (6603)
 www.larsondesigngroup.com
 ARCHITECTS: EXTERIOR ELEVATIONS

CONSULTANT:
 DATE:
 DEVELOPER:
 626 X LLC
 2540-0 LINCOLN ROAD
 GASTONIA, NC 28034
 (704) 887-4428
 (704) 887-4423

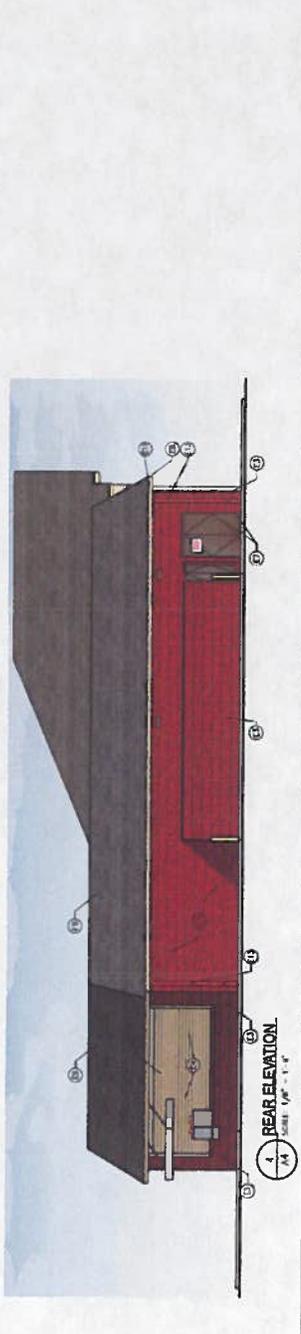
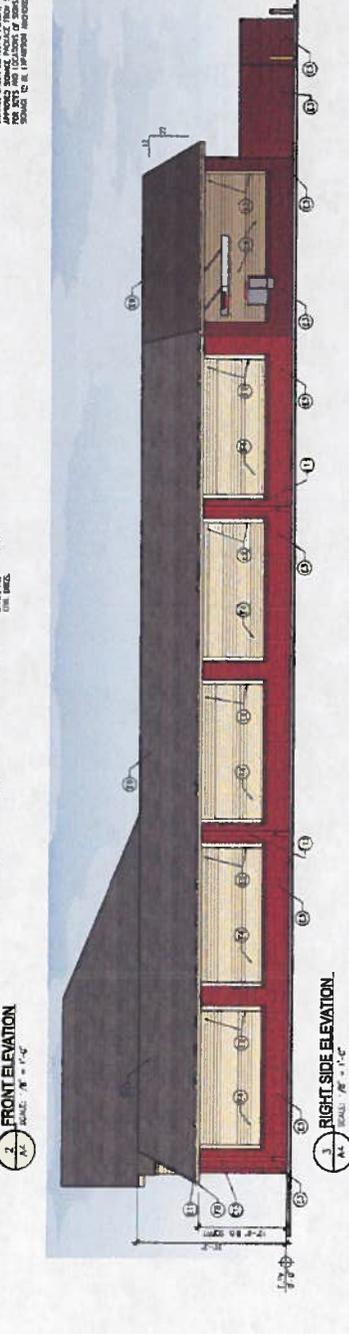
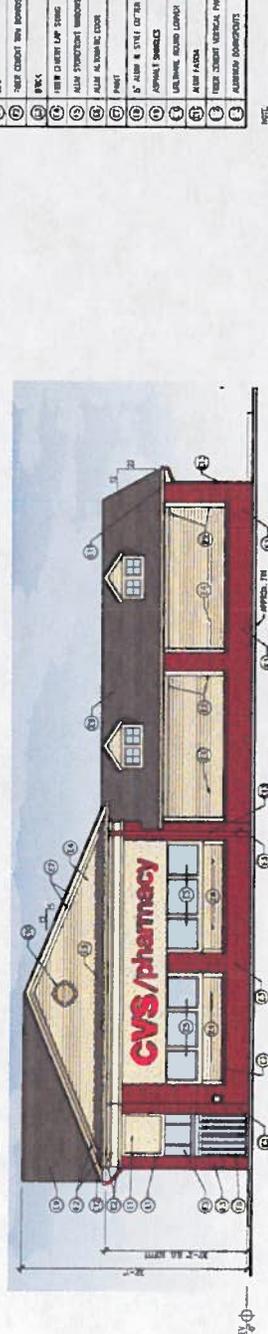
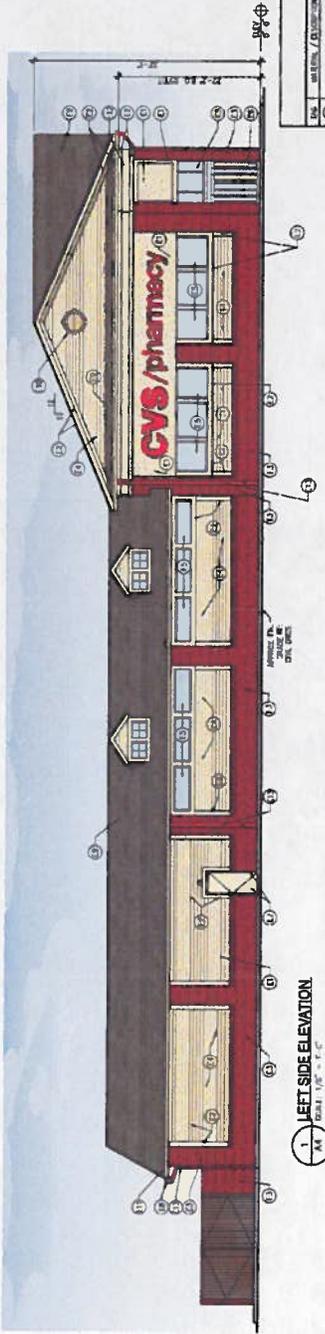
DRAWING BY: RJA
 DATE: 06 JAN 2014
 SHEET NO.: 6550-012
 TITLE:
 EXTERIOR ELEVATIONS
 SHEET NUMBER: A4

COMMENTS:

EXTERIOR FINISH SCHEDULE

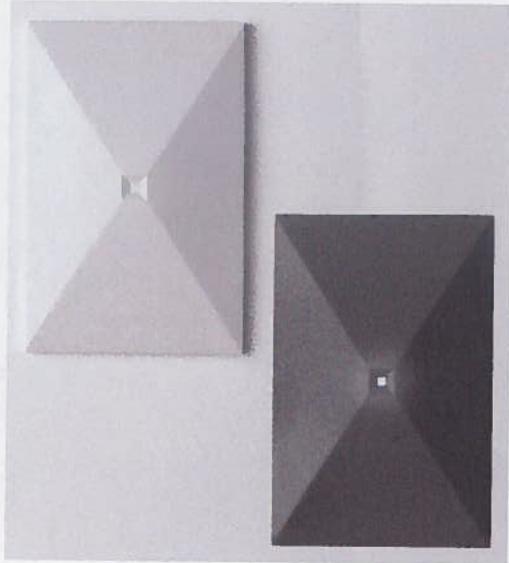
SYM	DESCRIPTION	UNIT	FINISH / CALL OUT	NOTES
1	CONCRETE	CONCRETE	137 SLICK T-13	ST. SPERIFICATION
2	PAINT	PAINT	PRIMER & FINISH	PRIMER & FINISH
3	GLASS	GLASS	1/2" CLEAR GLASS	1/2" CLEAR GLASS
4	WOOD	WOOD	1/2" CLEAR WOOD	1/2" CLEAR WOOD
5	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
6	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
7	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
8	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
9	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
10	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
11	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
12	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
13	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
14	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
15	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
16	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
17	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
18	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
19	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
20	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
21	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
22	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
23	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
24	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
25	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
26	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
27	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
28	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
29	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
30	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
31	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
32	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
33	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
34	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
35	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
36	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
37	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
38	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
39	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
40	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
41	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
42	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
43	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
44	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
45	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
46	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
47	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
48	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
49	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
50	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
51	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
52	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
53	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
54	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
55	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
56	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
57	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
58	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
59	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
60	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
61	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
62	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
63	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
64	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
65	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
66	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
67	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
68	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
69	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
70	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
71	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
72	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
73	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
74	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
75	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
76	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
77	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
78	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
79	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
80	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
81	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
82	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
83	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
84	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
85	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
86	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
87	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
88	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
89	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
90	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
91	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
92	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
93	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
94	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM
95	ROOFING	ROOFING	1/2" CLEAR ROOFING	1/2" CLEAR ROOFING
96	CEILING	CEILING	1/2" CLEAR CEILING	1/2" CLEAR CEILING
97	FLOORING	FLOORING	1/2" CLEAR FLOORING	1/2" CLEAR FLOORING
98	WALLS	WALLS	1/2" CLEAR WALLS	1/2" CLEAR WALLS
99	DOORS	DOORS	1/2" CLEAR DOORS	1/2" CLEAR DOORS
100	TRIM	TRIM	1/2" CLEAR TRIM	1/2" CLEAR TRIM

LEGEND:
 1 - 1/2" CLEAR ROOFING
 2 - 1/2" CLEAR WALLS
 3 - 1/2" CLEAR CEILING
 4 - 1/2" CLEAR FLOORING
 5 - 1/2" CLEAR TRIM
 6 - 1/2" CLEAR DOORS
 7 - 1/2" CLEAR WALLS
 8 - 1/2" CLEAR CEILING
 9 - 1/2" CLEAR FLOORING
 10 - 1/2" CLEAR TRIM
 11 - 1/2" CLEAR DOORS
 12 - 1/2" CLEAR WALLS
 13 - 1/2" CLEAR CEILING
 14 - 1/2" CLEAR FLOORING
 15 - 1/2" CLEAR TRIM
 16 - 1/2" CLEAR DOORS
 17 - 1/2" CLEAR WALLS
 18 - 1/2" CLEAR CEILING
 19 - 1/2" CLEAR FLOORING
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 90 - 1/2" CLEAR TRIM
 91 - 1/2" CLEAR DOORS
 92 - 1/2" CLEAR WALLS
 93 - 1/2" CLEAR CEILING
 94 - 1/2" CLEAR FLOORING
 95 - 1/2" CLEAR TRIM
 96 - 1/2" CLEAR DOORS
 97 - 1/2" CLEAR WALLS
 98 - 1/2" CLEAR CEILING
 99 - 1/2" CLEAR FLOORING
 100 - 1/2" CLEAR TRIM





P-500 Alps Proximity Reader



The P-500 Alps Proximity Reader is a member of the *Pyramid Series Proximity* line of OEM proximity readers, cards and tags for access control from Farpointe Data. Making use of proven digital radio frequency identification (RFID) technology, it may be mounted directly to a flat surface or US single gang electrical boxes. Additionally the P-500 features the option of HID proximity compatibility (model P-500-H) allowing it to read both HID and Pyramid Series cards and tags.

The single-piece P-500 delivers non-contact read ranges up to 5 inches (127 mm), and operates from 5 to 14 VDC. Physical size is 4.5 x 3.0 x 0.38 inches (114x76x10 mm). Allowing for both indoor and outdoor operation the electronics are secured in tamper-resistant epoxy potting. Concealing the mounting hardware, the P-500 ships with attractive black and off-white covers standard.

Data Sheet

The Pyramid Series line includes a comprehensive selection of proximity access cards and tags that may be used interchangeable with any of the Pyramid Series readers, including the PSC-1 Standard Light Proximity Card, the PSI-4 Image Technology Proximity Card, the PSM-2 Multi-Technology Proximity Card, and the PSK-3 Proximity Key Ring Tag.

Pyramid Series Proximity™

- Proximity RFID technology.
 - » No direct physical contact between reader and card required.
- Mounts directly to single-gang electrical boxes.
 - » Slim, attractive design easy to install on any flat surface.
- Beeper and four-state LED standard.
 - » Provisions for both system and local control.
- Pass-Thru Wiegand and magnetic stripe outputs standard.
 - » Compatible with all standard access systems.
- Configurable via Control Cards.
 - » Local customization allows optimized reader operation.
- Black and off-white covers standard in each box.
 - » Choice in color to best match building décor.
- Optional HID compatibility.
 - » When enabled, reads both HID and Pyramid Series cards and tags.
- www.pyramidseries.com.
 - » For the latest on your INTELLIGENT proximity alternative™.



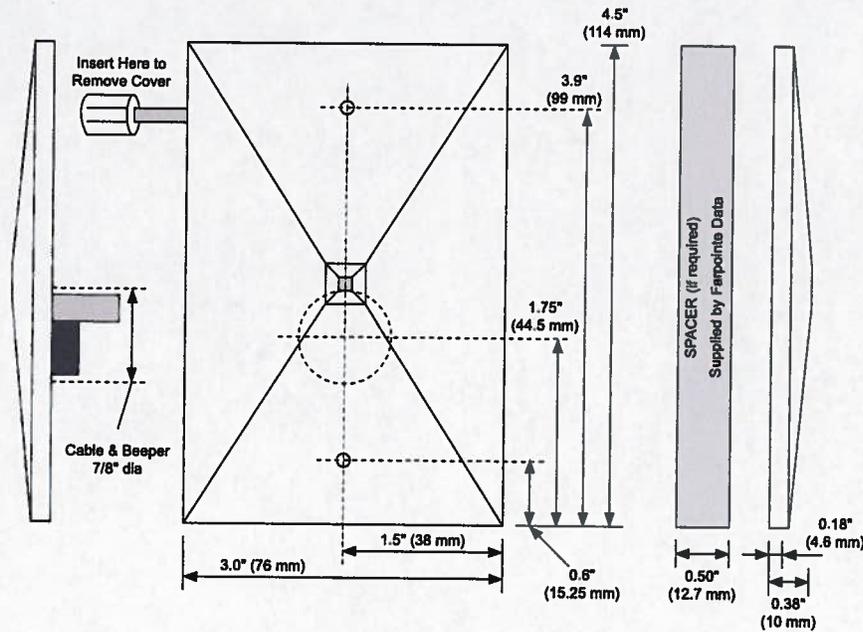
**PYRAMID SERIES
PROXIMITY**

P-500 Alps Proximity Reader

Data Sheet

Read Range ^a: PSC-1 - Up to 5 inches (127 mm) PSI-4 - Up to 4 inches (102 mm)		PSM-2 - Up to 4 inches (102 mm) PSK-3 - Up to 3 inches (76 mm)	
Size: 4.5 x 3 x 0.38 inches (114 x 76 x 10 mm)		Weight: 3.2 oz. (91 g)	
Input Voltage ^b: +5 to 14 VDC		Current Draw: 90 mA typical	
LED Indicator: Four-State Standard (Red, Green, Amber, and Off)		Audio Tone: Standard	
Frequency: 125 KHz excitation		Operating Temperature: -40° C to +65° C	
Colors: Black and Off-White		Metal Mounting: May be mounted directly to metal when using standoff.	
Formats: Wiegand (26-bit Industry Standard and custom formats) and ABA Track II magnetic stripe (clock and data)			
Credential Compatibility: Standard - Pyramid Series Cards and Tags (PSC-1, PSI-4, PSM-2, and PSK-3) Optional ^c - HID (ProxCard II, ISOProx II, and ProxTag II) and Pyramid Series Cards and Tags			
Warranty: The P-500 carries a limited lifetime warranty against defects in materials and workmanship.			
Certifications: CSA, UL, FCC, CE, C-Tick.			

- Read range is stated in a clean RF and electrical environment using PSC-1 cards presented parallel to the reader surface with the reader operating at 12 VDC. Additionally, read range may be affected by local installation conditions.
- Use of a linear power supply is always recommended.
- To designate optional HID compatibility, add the "H" suffix to the model number (e.g. P-500-H). For further information, see the section regarding HID compatibility in the Pyramid Series Reader Product Manual.



Farpointe Data reserves the right to change specifications without notice.

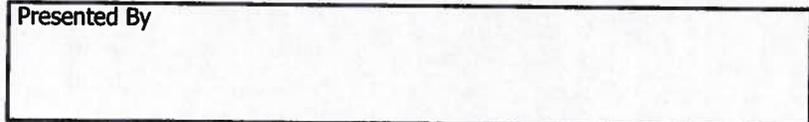
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Protected by U.S. and Worldwide Patents.



Farpointe Data, Inc.
e-mail: sales@pyramidseries.com
web: www.pyramidseries.com

Presented By





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: Bruce Carbaugh
Bruce Cell: 301-748-4305**

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

ACCESS CONTROL – 1 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 One (1) Proximity Reader, no swiping or inserting of cards, simply hold cards/tags 2 to 3" from the reader.
 - A. One (1) Back Door 2nd Floor

4. Install One (1) 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

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

INVESTMENT RECAP:

**INSTALL AN ACCESS CONTROL SYSTEM,
AS STATED IN ITEMS # 1 THRU # 4.**

NET INSTALLED INVESTMENT.....\$ 2,940.00_____

PROVIDE_____CARDS AND/OR_____
KEY TAGS AS STATED IN ITEM # 5.

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 1/22/14

petes@glessner.net
Area Marketing Manager

By: _____

Approved by: _____ Date _____ Name & Title: _____ Date _____
Middletown Twp. Access R.doc/ (Glessner Officer) (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"

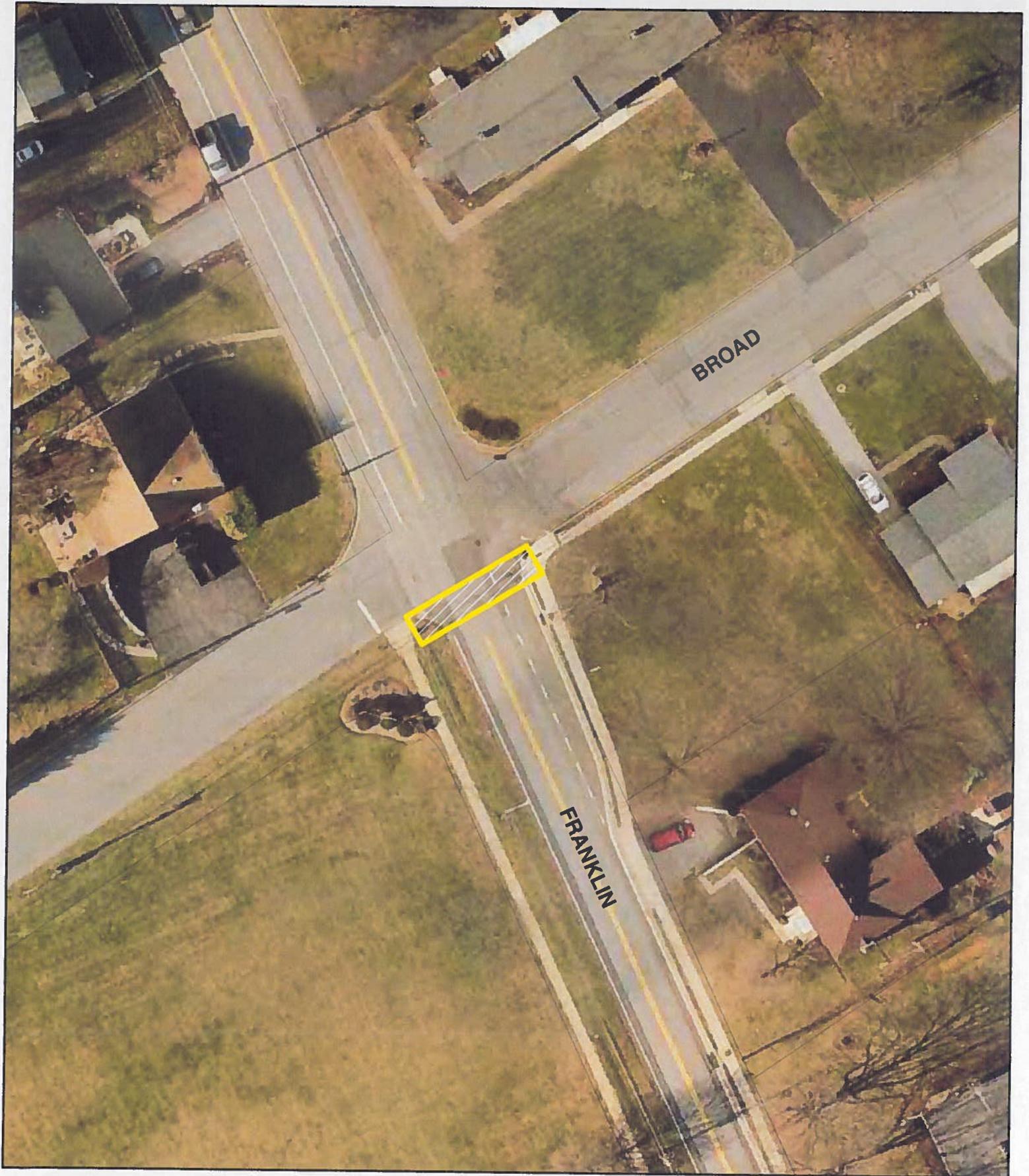
Your investment in a new security system is the beginning of a long term business relationship. Glessner Alarm & Communications certifies our commitment to you by providing free maintenance and equipment warranty protection programs guaranteeing you One (1) year of free protection! There is a cost to 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.



Crosswalk Request - Location

Town of Middletown

DATES FOR 2014 ELECTION

Thursday, February 6, 2014	Post registration of eligible voters residing in town per Frederick County Election Board following Universal Registration Procedures at Middletown Municipal Center. (60 days prior to election)
Monday, February 6, 2014 (or earlier)	Announce Nominating Convention (40 days prior to Election; Convention to be held no later than 30 days prior to election)
Tuesday, February 11, 2014 Tuesday, February 18, 2014	Deadline for submission of Advertisement of Nominating Convention to Citizen (4 days prior to convention)
Tuesday, February 25, 2014	Nominating Convention (30 days before election)
Friday, March 7, 2014	Deadline for Petition of Office Signed by 40 Qualified Voters (20 days prior to election, excluding Sundays)
Monday, March 10, 2014	Appointment of Election Officers (14 days prior to election)
Monday, March 17, 2014	Deadline for Registration to Vote in April 2014 Election (15 days prior to election)
Tuesday, March 25, 2014 Tuesday, April 1, 2014	Deadline for Submission of Advertisement for Election to Citizen (10 days notice of time & place)
Friday, March 28, 2014	Deadline for Absentee Ballots (10 days prior to election)
Monday, April 7, 2014	Election Day 7:00 AM - 8:00 PM

NOTICE TO ALL REGISTERED VOTERS IN THE
MUNICIPAL LIMITS OF MIDDLETOWN, MARYLAND

**THE 2012 ELECTION WILL BE HELD ON MONDAY,
APRIL 7, 2014
BETWEEN THE HOURS OF 7:00 A.M. AND 8:00 P.M.
AT THE MUNICIPAL CENTER
31 WEST MAIN STREET
MIDDLETOWN, MARYLAND**

**IN ORDER TO VOTE IN AN ELECTION IN MIDDLETOWN, A VOTER MUST
HAVE BEEN REGISTERED BY TUESDAY, MARCH 17, 2014.**

NOTICE TO ALL REGISTERED VOTERS IN THE
MUNICIPAL LIMITS OF MIDDLETOWN, MARYLAND

The Burgess of Middletown hereby gives NOTICE that the Nominating Convention for the election of a Burgess and two (2) Commissioners will take place on the following:

DATE: Tuesday, February 25, 2014
TIME: 7:00 P.M.
PLACE: Middletown Municipal Center
31 West Main Street
Middletown, Maryland

The current seats up for election are:

LARRY K. BUSSARD - COMMISSIONER
RICHARD L. DIETRICK - COMMISSIONER
JENNIFER J. FALCINELLI- COMMISSIONER

THE 2014 ELECTION WILL BE HELD ON
MONDAY, APRIL 7, 2014
BETWEEN THE HOURS OF 7:00 A.M. AND 8:00 P.M.
AT THE MIDDLETOWN MUNICIPAL CENTER
31 WEST MAIN STREET
MIDDLETOWN, MARYLAND

***** ONLY THOSE PERSONS NOMINATED BY THE CONVENTION OR BY THE PETITION SHALL BE CONSIDERED VALID CANDIDATES FOR MUNICIPAL OFFICE*****

All registered voters in Middletown are entitled to vote by absentee ballot. Registered voters who wish to vote by absentee ballot MUST notify the Town Administrator in writing no later than March 28, 2014 to be mailed an absentee ballot. The Town Administrator can be reached by letter at the following:

ADDRESS: 31 West Main Street
Middletown, Maryland 21769
Email: office@ci.middletown.md.us

ABSENTEE BALLOTS MUST BE RECEIVED BY ELECTION DAY

IN ORDER TO VOTE IN AN ELECTION IN MIDDLETOWN, A VOTER MUST BE REGISTERED BY TUESDAY, MARCH 17, 2014.



MEMORANDUM

DATE: January 20, 2014
TO: Burgess and Commissioners
FROM: Andrew J. Bowen, Town Administrator
CC: Lacey Gordon, Financial Planner
SUBJECT: Proposed Budget Workshop Dates

Below is the proposed Budget Workshop Schedule below for the FY 2015 budget process:

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Budget</u>
Monday	February 24, 2014	7:00PM	Community Groups
Monday	March 24, 2014	7:00PM	Operating Budgets
<i>Monday</i>	<i>April 7, 2014</i>	<i>Town Elections</i>	
Monday	April 28, 2014	7:00PM	Operating Budgets & CIP
Monday	May 12, 2014	7:00PM	CIP
Monday	May 26, 2014	7:00PM	CIP (<i>If Necessary</i>)

This schedule is later than the normal budget process due to the Town Elections.