



## AGENDA FOR THE TOWN MEETING

July 13, 2015

7:00 p.m.

**PLEDGE TO THE FLAG**

**CALL TO ORDER**

**CONSENT AGENDA**

- [Financial Statements](#)

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

**STAFF REPORTS:**

[Staff Planner](#)

[Zoning Administrator](#)

[Engineer's Report](#)

Main Street Manager

**PERSONAL REQUESTS FOR AGENDA:**

**UNFINISHED BUSINESS:**

- [Introduction and Scheduling of Public Hearing for Ordinance 15-07-01 Revisions to Middletown Zoning Fee Schedule](#)
- [Review of Proposal for Parking Lot at 13 West Main Street](#)
- [Review of Request for Intersection Improvements at Broad Street & Franklin Street](#)
- [Review of Project Status for West Green Street Improvements](#)

**REPORT OF COMMITTEES:**

Water/Sewer	Commissioner Falcinelli
Public Works	Commissioner Bussard
Planning Commission Liaison	Commissioner Goodman
Parks & Recreation	Commissioner Ventre
Finance	Commissioner Dietrick
Public Information Committee	Commissioner Falcinelli

## **NEW BUSINESS:**

- Introduction of Ordinance 15-07-02 Infrastructure Bonds
  - Main Street Waterline Replacement
  - Reservoir Cover Replacement
  - West Green Street Improvements
- Solar Array Agreement Amendments
- Request for Gas Easement – Remsburg Park and Cone Branch Pump Station
- Review Goodwill Pick-Up Service Request

## **PUBLIC COMMENTS:**

## **ANNOUNCEMENTS:**

- *Family Movie Night – July 17, 2015 – Middletown Park (Back to the Future)*

## **ADJOURNMENT**

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2015  
 For the 12 Months Ended June 30, 2015

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
<b><u>LOCAL TAX</u></b>			
Real Property	\$ 1,096,228	\$ 1,110,163	\$ 13,935
Tangible Personal Property	34,505	45,180	10,675
Public Utilities	9,907		(9,907)
Franchise (Cable)	48,231	46,221	(2,010)
Penalties & Interest	<u>9,241</u>	<u>8,540</u>	<u>(701)</u>
	\$ 1,198,112	\$ 1,210,104	\$ 11,992
<b><u>STATE SHARED TAX</u></b>			
Admission & Amusement	\$ 40,926	\$ 19,673	\$ (21,253)
Highway Gasoline & Licenses	<u>95,043</u>	<u>127,569</u>	<u>32,526</u>
	\$ 135,969	\$ 147,242	\$ 11,273
<b><u>COUNTY SHARED TAX</u></b>			
Income Taxes	\$ 778,572	\$ 788,153	\$ 9,581
Tax Equity Grant	<u>581,111</u>	<u>581,061</u>	<u>(50)</u>
	\$ 1,359,683	\$ 1,369,214	\$ 9,531
<b><u>LICENSES AND PERMITS</u></b>			
Beer, Wine and Liquor	\$ 1,950		\$ (1,950)
Business / Traders	4,900	4,842	(58)
Planning / Zoning Fees	<u>9,500</u>	<u>41,356</u>	<u>31,856</u>
	\$ 16,350	\$ 46,198	\$ 29,848
<b><u>PARKS AND RECREATION</u></b>			
Pavillion Fees	<u>\$ 1,900</u>	<u>\$ 1,860</u>	<u>\$ (40)</u>
	\$ 1,900	\$ 1,860	\$ (40)
<b><u>POLICE PROTECTION</u></b>			
State Grant	<u>\$ 25,835</u>	<u>\$ 24,066</u>	<u>\$ (1,769)</u>
	\$ 25,835	\$ 24,066	\$ (1,769)
<b><u>MISCELLANEOUS</u></b>			
Community Events			
Parking Citations			
Bank Shares Grant	2,500	1,491	(1,009)
Miscellaneous & Donations	<u>5,000</u>	<u>12,986</u>	<u>7,986</u>
	\$ 7,500	\$ 14,477	\$ 6,977
<b>OPERATING REVENUES</b>	<b>\$ 2,745,349</b>	<b>\$ 2,813,161</b>	<b>\$ 67,812</b>
State Grants & Interest	\$ 130,405	\$ 39,755	\$ (90,650)
<b>TOTAL REVENUE</b>	<b>\$ 2,875,754</b>	<b>\$ 2,852,916</b>	<b>\$ (22,838)</b>

**Town of Middletown**  
**Statement of Revenue & Expenditures**  
**General Fund**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>EXPENDITURES</u></b>			
<b><u>LEGISLATIVE</u></b>			
Commissioner's Salary	\$ 12,000	\$ 12,000	
Communications	3,480	3,127	(353)
Dues & Subscriptions	7,370	7,525	155
Office Supplies & Exp	3,600	3,343	(257)
Advertising	750	613	(137)
Meetings & Conventions	<u>9,000</u>	<u>6,403</u>	<u>(2,597)</u>
	\$ 36,200	\$ 33,011	\$ (3,189)
<b><u>EXECUTIVE</u></b>			
Burgess Salary	<u>\$ 6,000</u>	<u>\$ 6,000</u>	
	\$ 6,000	\$ 6,000	
<b><u>ELECTION</u></b>			
Clerk Fees			
Other Administrative Expenses		<u>31</u>	<u>31</u>
		\$ 31	\$ 31
<b><u>GENERAL SERVICES</u></b>			
<b><u>ADMINISTRATION</u></b>			
Administrative Salary	\$ 196,663	\$ 209,625	\$ 12,962
Postage & Printing	200	36	(164)
Communications	10,167	6,551	(3,616)
Computer Expenses	22,400	27,668	5,268
Office Supplies & Exp	30,401	21,863	(8,538)
Office Maintenance	47,262	32,260	(15,002)
Dues & Subscriptions	150		(150)
Professional Services	3,600	4,845	1,245
Meetings & Conventions	100	132	32
Water and Sewer Grant	<u>102,740</u>	<u>203,219</u>	<u>100,479</u>
	\$ 413,683	\$ 506,199	\$ 92,516
<b><u>OPERATIONS</u></b>			
Maintenance Capital Outlay			
Vehicle Capital Outlay		98,454	98,454
Director Salary	91,107	88,007	(3,100)
Maintenance Salary	45,417	39,647	(5,770)
Communications	6,797	7,306	509
Supplies & Expenses	13,334	15,179	1,845
Dues & Meetings		288	288
Landscaping/Beautification			
Maintenance & Repairs	21,174	17,188	(3,986)
Tools & Equipment	<u>3,069</u>	<u>1,288</u>	<u>(1,781)</u>
	\$ 180,898	\$ 267,357	\$ 86,459

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2015  
 For the 12 Months Ended June 30, 2015

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>PROFESSIONAL SERVICES</u></b>			
Independent Accounting	\$ 12,500	\$ 28,100	\$ 15,600
Legal - Development		380	380
Legal - Ordinances	7,500	4,902	(2,598)
	<u>\$ 20,000</u>	<u>\$ 33,382</u>	<u>\$ 13,382</u>
<b><u>PLANNING &amp; ZONING</u></b>			
Salary & Fees	\$ 50,182	\$ 47,391	\$ (2,791)
Other Expenses	1,300	2,878	1,578
	<u>\$ 51,482</u>	<u>\$ 50,269</u>	<u>\$ (1,213)</u>
<b><u>MAIN STREET PROGRAM</u></b>			
Manager Salary	\$ 43,577	\$ 42,163	\$ (1,414)
Town Contribution	8,800	10,464	1,664
	<u>\$ 52,377</u>	<u>\$ 52,627</u>	<u>\$ 250</u>
<b><u>PUBLIC SAFETY</u></b>			
Fire Dept. Donation	\$ 20,000	\$ 20,000	
School Crossing Guards	17,121	14,812	(2,309)
Community Deputy Program	326,657	245,903	(80,754)
	<u>\$ 363,778</u>	<u>\$ 280,715</u>	<u>\$ (83,063)</u>
<b><u>SANITATION &amp; WASTE REMOVAL</u></b>			
Resident Trash & Yard Waste	\$ 277,613	\$ 263,452	\$ (14,161)
<b><u>RECREATION AND CULTURE</u></b>			
Park Salary	45,754	40,340	(5,414)
Park Electric	1,800	2,421	621
Maintenance & Repairs	39,795	38,113	(1,682)
Mowing	25,451	19,656	(5,795)
Remsberg Park - Interest	17,847	17,848	1
Remsberg Park - Principal	105,702	105,723	21
	<u>\$ 236,349</u>	<u>\$ 224,101</u>	<u>\$ (12,248)</u>

**Town of Middletown**  
**Statement of Revenue & Expenditures**  
**General Fund**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>HIGHWAYS AND STREETS</u></b>			
Salary	\$ 83,562	\$ 73,142	\$ (10,420)
Street Lighting	152,400	160,931	8,531
Storm Water Management	7,050	1,673	(5,377)
Snow Removal	63,000	100,642	37,642
Repairs & Resurfacing	94,500	363,780	269,280
Signs		4,080	4,080
Truck Repair & Operation	25,000	23,603	(1,397)
Equipment Repairs & Ops	10,000	6,103	(3,897)
Mowing	31,744	24,576	(7,168)
Interest	7,418	8,138	720
East Green St - Principal	11,500	11,500	
Case Loader - Principal	15,158	27,946	12,788
	<u>\$ 501,332</u>	<u>\$ 806,114</u>	<u>\$ 304,782</u>
<b><u>OTHER EXPENSES</u></b>			
MT Historical Society - CIP	\$ 5,000	\$ 5,000	
Donations	100		(100)
Travel - Mileage	2,500	3,436	936
Community Events	38,129	36,255	(1,874)
Payroll Taxes	52,753	42,175	(10,578)
Insurance - Property	12,748	12,986	238
Insurance - Employee	114,823	111,503	(3,320)
Retirement/Pension	67,363	56,298	(11,065)
Web Page & Directory	4,000	3,625	(375)
Real Estate Taxes	712	712	
Other	3,500	4,993	1,493
	<u>\$ 301,628</u>	<u>\$ 276,983</u>	<u>\$ (24,645)</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,441,340</b>	<b>\$ 2,800,241</b>	<b>\$ 358,901</b>
<b>INCOME (LOSS) Exc. Cash Reserves</b>	<b>\$ 434,414</b>	<b>\$ 52,675</b>	<b>\$ (381,739)</b>
<b>CASH RESERVES</b>	<b>\$ 1,242,019</b>	<b>\$ 934,999</b>	<b>\$ (307,020)</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 1,676,433</b>	<b>\$ 987,674</b>	<b>\$ (688,759)</b>

**Town of Middletown**  
**CIP Funds & Expenditures**  
**General Fund**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b>OPERATING REVENUE</b>			
Revenue	\$ 2,745,349	\$ 2,813,161	\$ 67,812
<b>OPERATING EXPENSES</b>			
Expenses	2,441,340	2,800,241	358,901
<b>OPERATING SURPLUS (LOSS)</b>	<b>\$ 304,009</b>	<b>\$ 12,920</b>	<b>\$ (291,089)</b>
<b><u>OTHER FUND</u></b>			
POS - Development	\$ 78,300		\$ (78,300)
POS - Walking Trail Land Purchas	42,000		(42,000)
West Green Street Loan			
RETAINED EARNINGS	333,488		(333,488)
Interest	3,105	55	(3,050)
Other	7,000	39,700	32,700
<b>TOTAL OTHER FUNDS</b>	<b>\$ 463,893</b>	<b>\$ 39,755</b>	<b>\$ (424,138)</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 767,902</b>	<b>\$ 52,675</b>	<b>\$ (715,227)</b>
<b><u>CIP PROJECTS &amp; PURCHASES</u></b>			
West Green St Improvements	\$ 1,000,000	\$ 28,449	\$ (971,551)
Franklin - Patching, Mill & Over	115,000		(115,000)
Broad Street Road Construction	70,000	10,479	(59,521)
SWM Fence Replacements	9,000	7,138	(1,862)
Salt Building - Equipment Storag	35,000		(35,000)
Walking Trail Land Acq - East Ma	42,000	323	(41,677)
Remsberg Park Picnic Tables	3,000		(3,000)
Remsberg Park - Walking Trail an	45,000		(45,000)
Wiles Branch Pavilion and Tottle	24,500	20,940	(3,560)
Wiles Branch Walking Trail Resur	21,000	7,650	(13,350)
Foxfield Walking Path Overlay	23,940		(23,940)
Cone Brach Gazebo Roof Replaceme	5,000	4,885	(115)
Computer Replacements	5,200	6,981	1,781
Municipal Center - HVAC Replacem	85,000	7,219	(77,781)
Maintenance Equipment	47,000	38,419	(8,581)
Backhoe Lease	15,158	27,946	12,788
Historical Society Donation	5,000	5,000	
<b>Total CIP Costs</b>	<b>\$ 1,550,798</b>	<b>\$ 165,429</b>	<b>\$ (1,385,369)</b>
<b>OPERATING &amp; CIP SURPLUS (LOSS)</b>	<b>\$ 767,902</b>	<b>\$ 52,675</b>	<b>\$ (715,227)</b>

Town of Middletown  
 CIP Funds & Expenditures  
 General Fund  
 Fiscal Year 2015  
 For the 12 Months Ended June 30, 2015

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Cash Reserves	\$ 1,242,019	\$ 934,999	\$ (307,020)
<b>TOTAL CASH SURPLUS</b>	<b><u>\$ 2,009,921</u></b>	<b><u>\$ 987,674</u></b>	<b><u>\$ (1,022,247)</u></b>

**Town of Middletown**  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
Water Revenue	\$ 588,919	\$ 545,498	\$ (43,421)
Sewer Revenue	565,791	545,141	(20,650)
Penalties/Reconnects	14,600	21,763	7,163
Rain Barrel Sales	1,575	(1,570)	(3,145)
General Fund Grant/Misc	<u>102,740</u>	<u>102,740</u>	
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 1,273,625</b>	<b>\$ 1,213,572</b>	<b>\$ (60,053)</b>
<b><u>EXPENDITURES</u></b>			
<b><u>ADMINISTRATIVE</u></b>			
Office Salaries	\$ 52,890	\$ 41,536	\$ (11,354)
Communications	7,100	10,452	3,352
Postage	10,222	10,304	82
Office Supplies/Expense	12,800	14,938	2,138
Legal - Other	8,500	14,754	6,254
Meetings & Seminars	250	392	142
Advertising	500	994	494
Uniforms	2,800	3,611	811
Dues/Subscrip/Certifications	500	3,342	2,842
Travel	200		(200)
Payroll Taxes	19,192	21,477	2,285
Insurance - Prop. & Liability	8,000	7,949	(51)
Insurance - Workers Comp	13,868	7,858	(6,010)
Insurance - Health	45,836	35,884	(9,952)
Retirement/Pension	22,143	19,684	(2,459)
Real Estate Taxes	292	(22)	(314)
Rain Barrel/Educational Programs	3,150	3,675	525
Waterline / I & I Loans	<u>33,056</u>	<u>32,498</u>	<u>(558)</u>
Sub-Total	\$ 241,299	\$ 229,326	\$ (11,973)
<b><u>Vehicles &amp; Equipment</u></b>			
1999 Truck	\$ 3,700	\$ 314	\$ (3,386)
2008 Truck	3,200	1,710	(1,490)
2013 Truck	3,400	2,111	(1,289)
Misc Equipment	3,700	1,097	(2,603)
Bobcat Mini-Excavator		304	304
Case Backhoe		<u>160</u>	<u>160</u>
Sub-Total	\$ 14,000	\$ 5,696	\$ (8,304)

**WATER**

**Town of Middletown**  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<b>ANNUAL BUDGET</b>	<b>YTD ACTUAL</b>	<b>OVER (UNDER) BUDGET</b>
Salaries	\$ 138,865	\$ 126,574	\$ (12,291)
<b>Water Distribution System</b>			
Supplies	2,500	2,604	104
Repairs & Maintenance	51,650	56,863	5,213
Water Meters	65,250	29,606	(35,644)
Water Line Break Repairs	5,000	3,452	(1,548)
Chemicals	500		(500)
Tools & Equipment	1,000	933	(67)
Sub-Total	\$ 125,900	\$ 93,458	\$ (32,442)
<b>Water Plant/Reservoir/Booster/Tower/BS Wellhouse</b>			
Electric	\$ 31,370	\$ 22,988	\$ (8,382)
Supplies	2,000	3,568	1,568
Repairs & Maintenance	28,650	16,820	(11,830)
Chemicals	17,372	18,734	1,362
Tools & Equipment	2,400	1,535	(865)
Testing & Analysis	9,000	11,268	2,268
Sub-Total	\$ 90,792	\$ 74,913	\$ (15,879)
Abandoned Well Costs			
<b>TOTAL WATER EXPENSES</b>	<b>\$ 355,557</b>	<b>\$ 294,945</b>	<b>\$ (60,612)</b>
<b>SEWER</b>			
Salaries	\$ 124,154	\$ 115,490	\$ (8,664)
<b>Sewer Collection System</b>			
Cone Branch PS	22,000	18,579	(3,421)
Brookridge South PS	9,700	11,036	1,336
Foxfield PS	6,500	6,259	(241)
Sanitary Sewerlines & Manholes	10,500	15,457	4,957
I & I Accrual	75,000	75,000	
Sub-Total	\$ 123,700	\$ 126,331	\$ 2,631

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2015**  
**For the 12 Months Ended June 30, 2015**

	<b>ANNUAL BUDGET</b>	<b>YTD ACTUAL</b>	<b>OVER (UNDER) BUDGET</b>
<b>Wastewater Treatment Plants</b>			
<b>East Wastewater Treatment Plant</b>			
Electric	\$ 33,000	\$ 37,999	\$ 4,999
Supplies	10,500	5,874	(4,626)
Repairs & Maintenance	44,100	28,730	(15,370)
Chemicals	39,724	28,330	(11,394)
Tools & Equipment	8,400	8,090	(310)
Testing & Analysis	23,000	21,904	(1,096)
Sludge Hauling Expense	56,400	59,092	2,692
Sub-Total	\$ 215,124	\$ 190,019	\$ (25,105)
<b>West Wastewater Treatment Plant</b>			
Electric	\$ 20,000	\$ 18,937	\$ (1,063)
Supplies	2,500	1,677	(823)
Repairs & Maintenance	15,450	18,700	3,250
Chemicals	49,458	49,324	(134)
Tools & Equipment	1,000	756	(244)
Testing & Analysis	8,758	8,082	(676)
Sludge Hauling Expense	22,650	17,250	(5,400)
Sub-Total	\$ 119,816	\$ 114,726	\$ (5,090)
<b>TOTAL SEWER EXPENSES</b>	<b>\$ 582,794</b>	<b>\$ 546,566</b>	<b>\$ (36,228)</b>
<b>TOTAL WATER/SEWER EXPENSES</b>	<b>\$ 1,193,650</b>	<b>\$ 1,076,533</b>	<b>\$ (117,117)</b>
<b>CONTINGENCY FUND - 6.7%</b>	<b>\$ 79,975</b>	<b>\$ 72,128</b>	<b>\$ (7,847)</b>
<b>ADJUSTED WATER/SEWER EXPENSES</b>	<b>\$ 1,273,625</b>	<b>\$ 1,148,661</b>	<b>\$ (124,964)</b>
 <b>NET INCOME (LOSS)</b>	<b>\$ 0</b>	<b>\$ 64,911</b>	<b>\$ 64,911</b>

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2015**  
For the 12 Months Ended June 30, 2015

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>FUNDING SOURCES</u></b>			
Operating Revenue	\$ 1,273,625	\$ 1,213,572	\$ (60,053)
Operating Expenses	<u>1,193,651</u>	<u>1,076,533</u>	<u>(117,118)</u>
<b>OPERATING INCOME (LOSS)</b>	<b>\$ 79,974</b>	<b>\$ 137,039</b>	<b>\$ 57,065</b>
Debt Service Fee - New Homes	\$ 137,400	\$ 138,724	\$ 1,324
Capital Improvement Fees	128,736	125,286	(3,450)
Improvement/Tap Fees	120,000	201,600	81,600
Water Meter Sales	16,700	16,789	89
Water Tower & Land Leases	168,044	97,224	(70,820)
General Fund Grant	<u>100,479</u>	<u>100,479</u>	
<b>TOTAL OTHER REVENUE</b>	<b>\$ 671,359</b>	<b>\$ 680,102</b>	<b>\$ 8,743</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>751,333</b>	<b>817,141</b>	<b>65,808</b>
<b><u>DEBT SERVICE COSTS</u></b>			
<b>Principal Payments</b>			
MVB Line of Credit			
CDA - Water Tower	98,650	104,850	6,200
MDE - East WWTP	200,800	200,800	
Brookridge WTP	16,700		(16,700)
Interest - All Loans	<u>53,283</u>	<u>32,453</u>	<u>(20,830)</u>
<b>TOTAL DEBT SERVICE COSTS</b>	<b>\$ 369,433</b>	<b>\$ 338,103</b>	<b>\$ (31,330)</b>
<b><u>WATER &amp; SEWER PROJECTS</u></b>			
Reservoir - Raw Water Meter & Pot	\$ 5,500		\$ (5,500)
Booster Station - Pumping Connect	8,000		(8,000)
Reservoir - Dual Feed Cover	60,000		(60,000)
Maganese Removal System	<u>120,000</u>		<u>(120,000)</u>
<b>TOTAL WATER &amp; SEWER PROJECTS</b>	<b>\$ 193,500</b>		<b>\$ (193,500)</b>
<b>TOTAL CIP COSTS</b>	<b>\$ 562,933</b>	<b>\$ 338,103</b>	<b>\$ (224,830)</b>
<b>TOTAL FUNDS REMAINING</b>	<b>\$ 188,400</b>	<b>\$ 479,038</b>	<b>\$ 290,638</b>

**Town of Middletown Planning Department**

To: Burgess & Commissioners and Middletown Planning Commission

From: Cindy Unangst, Staff Planner

Date: 7/7/2015

RE: Monthly Planning Update

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**Major Subdivisions:**

**Coblentz on Green** - Master Plan Amendment approved - March 11, 2013

Planning Commission conditionally approved preliminary plan – March 18, 2013

Improvement plans conditionally approved – October 16, 2013 (Plans expire 10/16/2016)

Final FRO Plan approved – April 21, 2014

Final Plats conditionally approved – November 17, 2014

HOA documents approved by PC – May 18, 2015

Signed mylars submitted to Town; getting ready to apply for grading permits

**Bruce is reviewing cost estimates**

**Foxfield Section 4-** 5 homes still to be built.

**Site Plans and Minor Subdivisions:**

**Chesterbrook Apts/Middletown Valley Apts** - Site Plan approved – July 17, 2006

Improvement Plans approved and signed – September 16, 2008

Phase 2 Site Plan conditionally approved – January 19, 2015 (Plans expire 1/19/2018)

Phase 2 FRO plan conditionally approved – January 19, 2015

**Meeting with Town Board on July 13<sup>th</sup> to discuss intersection improvements**

**Fire Station** – Concept plan submitted to PC for comments – April 22, 2013

Fire Station plat conditionally approved – October 16, 2013

Fire Station Site Plan conditionally approved – November 18, 2013 (Plans expire 11/18/2016)

**Horman Apartments-** Site Plan approved – April 21, 2008

Improvement Plans conditionally approved – May 17, 2010

Currently approved SWM plans remain valid until May 4, 2017

**Jiffas** – Site Improvement Plan conditionally approved – October 20, 2008

Forest Conservation Plan approved – October 20, 2008

Revised Architectural Plans submitted and reviewed – June 16, 2014

BOA hearing for variance requests (approval received) – December 16, 2014

Architectural plans approved by PC – March 16, 2015

**Miller (Ingalls)** – Concept and Phase I & II Plan approved & signed – September 27, 2010  
Revised Concept Plan reviewed by PC – September 16, 2013  
SHA comment letter received February 18, 2014  
**Site plan submitted for review – June 24, 2015**

**Cross Stone Commons** – BOA Special Exception Use Hearing – May 8, 2013  
Revised architectural plans approved by PC – March 17, 2014  
Final FRO Plan approved – May 19, 2014  
Revised Site Plan conditionally approved – October 20, 2014 (Plans expire Oct. 20, 2017)  
Phase 1 Improvement Plans conditionally approved – October 20, 2014  
Addition Plat recorded– November 10, 2014  
Dedication Plat conditionally approved – March 16, 2015  
Phase 2 Improvement Plans conditionally approved – March 16, 2015 (Plans expire March 2018)

**Nicholson** - Final Plat submitted for review – March 2, 2015

**Putman** – Site Plan conditionally approved- November 17, 2008  
Forest Conservation Plan approved – June 16, 2009  
Improvement Plans approved and signed by all agencies – July 2010  
Revised Site Plan approved – April 16, 2012; (Plans expire April 16, 2015)  
Revised Site Plan Extension request approved for 6-months – March 16, 2015 (Oct. 2015)  
Revised Improvement Plans conditionally approved – March 16, 2015(Plans expire March 2018)  
Zoning certificate applied for – May 2015

**Annexations:**

**A.C. Jets Property-** PC approval of annexation petition of 35.96 acres – December 21, 2009  
Public hearing date - Monday, October 11, 2010  
Annexation petition denied – October 11, 2010

**Text Amendments:**

**Zoning Code review – town board to be holding public hearings first half of 2015**

**Subdivision regulations review – Planning Commission began review – January 2015**

**Reports:**

**Meetings:**     **Next Middletown Green Team Meeting – July 15, 2015**

**Next Joint town board/planning commission workshop – October 5, 2015**

## Town of Middletown Zoning Department

To: Burgess and Commissioners and Middletown Planning Commission

From: Ron Forrester, Zoning Administrator

Date: 7/2/15

RE: Monthly Zoning Update – June 2015

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**Board of Appeals (BoA) Meeting(s):** No BoA meeting was held in June 2015.

### **Zoning Violations:**

- (1) Recreational Vehicle parked on driveway – side yard. 308 East Main Street. Violation letter sent to homeowner on January 20, 2015 advising owner that it was a violation of the municipal code, Section 17.32.140 to park/store a recreational vehicle (utility trailer) in the side and rear yards of any residential lot unless it was appropriately screened from adjoining properties. Open.
- (2) Camper trailer (recreational vehicle) parked on driveway. 117 Prospect Street. Violation letter sent on May 6, 2015 to property owner advising owner that it was a violation of the municipal code, Section 17.32.140 to park/store a recreational vehicle (camper trailer) in the front yard setback area including the driveway of any lot, and that such equipment is not permitted to be parked or stored on public streets and right-of-ways. Additionally, if recreational equipment is stored in the side or rear yards of any residential lot, it shall be appropriately screened from adjoining properties. Visited property on June 29<sup>th</sup>; camper trailer no longer parked on property. Closed.
- (3) Utility trailer (recreational vehicle) parked in Jefferson Village. 37 Boileau Court. Violation letter sent on June 4, 2015 to property owner advising owner that it was a violation of the municipal code, Section 17.32.140 to park or store a recreational vehicle or equipment in multifamily developments such as townhouse developments and apartment complexes where the provided parking is common parking except upon approval of a site plan or preliminary plan for such parking areas. Visited Jefferson Village on June 24, 2015 and noted that utility trailer was no longer parked in common parking area of community. Closed.
- (4) Utility trailer (recreational vehicle) parked in Jefferson Village. 48 Boileau Court. Violation letter sent on June 4, 2015 to property owner advising owner that it was a violation of the municipal code, Section 17.32.140 to park or store a recreational vehicle or equipment in multifamily developments such as townhouse developments and apartment complexes where the provided parking is common parking except upon approval of a site plan or preliminary plan for such parking areas. Visited Jefferson Village on June 24, 2015 and noted that utility trailer was no longer parked in common parking area of community. Closed.
- (5) Two Recreational Vehicle (utility trailers) parked on driveway – side yard. 12 Woodmere Circle. Violation letter sent to homeowner on June 29, 2015 advising owner that it was a violation of the municipal code, Section 17.32.140 to park/store recreational vehicles (utility trailers) in the side and rear yards of any residential lot unless they are appropriately screened from adjoining properties. Open.

(6) Recreational Vehicle (ski jet on trailer) parked on driveway – side yard. 10 Woodmere Circle. Violation letter sent to homeowner on June 29, 2015 advising owner that it was a violation of the municipal code, Section 17.32.140 to park/store recreational vehicles (ski jet on trailer) in the side and rear yards of any residential lot unless the ski jet and trailer is appropriately screened from adjoining properties. Open.

(7) Recreational Vehicle (utility trailer) parked on driveway – side yard. 11 Woodmere Circle. Violation letter sent to homeowner on June 30, 2015 advising owner that it was a violation of the municipal code, Section 17.32.140 to park/store recreational vehicle (utility trailer) in the side and rear yards of any residential lot unless it is appropriately screened from adjoining properties. Open.

(8) Parking of unlicensed/inoperable vehicles in side and rear yard of residence. 107 West Green Street. Violation letter sent to homeowner on June 30, 2015 advising owner that it was a violation of the municipal code, Section 17.16.060 and 17.32.060 to park/store an unlicensed and/or inoperable vehicle in the side and rear yards of any residential lot unless it is appropriately screened from adjoining properties. Additionally, motor vehicles were parked on grass portions of the rear lawn. Finally, two or more unlicensed or inoperative automobiles or other vehicles, machinery or parts thereof constitute a junk yard in accordance with the definition for a junk yard in the municipal code. Junk yards are prohibited in all districts. Open.

(9) Utility trailer (recreational vehicle) parked in Jefferson Village. 63 Boileau Court. Violation letter sent on June 30, 2015 to property owner advising owner that it was a violation of the municipal code, Section 17.32.140 to park or store a recreational vehicle or equipment in multifamily developments such as townhouse developments and apartment complexes where the provided parking is common parking except upon approval of a site plan or preliminary plan for such parking areas. Open.

(10) Unlicensed vehicle parked in driveway. 111 Ivy Hill Drive. Violation letter sent to homeowner on June 29, 2015 that it was a violation of Section 17.16.060 of the Middletown Municipal Code to park in a residential district an unlicensed or inoperative motor vehicle that is not effectively screened for adjoining properties. Screening shall be reviewed and approved by the Zoning Administrator in order to comply with this subsection of the Code. Open.

Miscellaneous: None

<b>June 2015 Zoning Certificates - completed</b>	<b>Address</b>	<b>Permit #</b>	<b>M-town Received ZC</b>	<b>RForrester Approved</b>	<b>County Approval</b>
Bart Bartram – remove existing deck from rear of house and install 12’ x 14’ pressure treated pine deck. Install an Ornamental Aluminum Fence (6 foot) on both sides and back of rear yard – no demolition permit required.	41 Boileau Court	131121	5/28/15	6/17/15	yes
Carroll H. Kehne – install 39 solar panels mounted flush to the roof of residential dwelling	5 Lauber Court	131486	5/12/15	6/15/15	yes
Dave Weaver – install drywall and electrical wiring/outlets in finishing basement	415 East Green Street	131225	6/4/15	6/8/15	yes
Ernesto Geisler & Agnesanne Danehey - install 43 solar panels on roof of residence	3 Layla Drive	131220	6/4/15	6/4/15	yes
Admar Custom Homes - install new deck on rear of home	9 Stine Court	131332	6/8/15	6/9/15	yes
Steven Burge - building a deck on rear of house. In future, a screened sun porch to be built on top of deck	208 West Green Street	131503	6/11/15	6/15/2015	yes
Greg Walters - add stairs to existing deck.	4 Wagon Shed Lane	131567	6/16/15	6/16/15	yes
Brian Duckett - stabilize foundation of home by installing "push piers."	24 Young Branch Drive	131574	6/10/15	6/10/15	yes
Dee Buchanan Studio of Dance - expanding dance studio use into Suite 207-E of Church Street Business Center (Change of Use/Change of Tenant)	207-E South Church Street	131700	6/16/15	6/22/15	yes
Maryland CVS/Pharmacy LLC - installation of 7 signs for new CVS/Pharmacy in Cross Stone Commons shopping center	400 Middletown Parkway	Town	6/9/15	6/23/15	no

<b>June 2015 Zoning Certificates - completed</b>	<b>Address</b>	<b>Permit #</b>	<b>M-town Received ZC</b>	<b>RForrester Approved</b>	<b>County Approval</b>
SuperCuts – replace existing “Ice Cream” signage on front of property	811 East Main Street	Town	6/18/15	6/22/15	no
Cara & Richard Phillips - install 4 foot, 3 rail vinyl ranch fence with black vinyl coated welded wire mesh - rear and sides of property	2 Tobias Run	Town	6/18/15	6/22/15	no
Charles Hart - construct an open deck on rear of house. Dimensions are 18' 7" x 18'.	1 Wagon Shed Court	131868	6/24/15	6/24/15	yes
Darrell McClure - installation of 52 roof-mounted solar panels	10 Groff Court	131941	6/9/15	6/26/15	yes
Daniel Schittman - add to existing deck at rear of home; 22' x 12' octagonal in shape	14 Hollow Creek Court	131943	6/26/15	6/26/15	yes
Mark Pritts - install 138 feet of 4 foot high wooden picket fence to complete rear fence and side fences - will completely fence in rear yard of property	22 Walnut Pond Court	Town	6/29/15	6/29/15	no

<b>Zoning Certificate submitted- in progress</b>					
Staley-Schubert, LL – change of use/change of tenant to house offices and storage for Garden Center (Patrick Ellis applicant).	6 North Church Street		4/8/15		yes
Pat Putman – construct new building to house Putman Plumbing & Heating offices/warehouse	9 Boileau Drive		5/12/15		yes
Murphy Properties II LLC – renovate interior of property: add master bedroom and bathroom in attic area and alter first floor room plan; finish basement and add full bathroom	212 Broad Street	131975	5/7/15		yes

<b>Zoning Certificate submitted -- actions pending and/or suspended</b>					
Ron Terbush – repair porch, demolish & remove existing open shed, remove and replace fence in back yard	100 East Main Street		3/28/14		yes
Travis Warren and Sarah Payne – construct two 6’ x 12’ wood sheds in alley right-of-way at rear of property	29 East Main Street		9/4/14		no
Meredith McKittrick & Don Troop – install drywall and bathroom in attic of residence	200 Broad Street		2/4/15		yes
Zachary Cohoon – install temporary carport to store recreational/camper trailer	13 Linden Blvd		10/7/14	Owner decided to not install a temporary carport on property	yes
James Dunkley – install 6’ fence reduced gradually down to 4’ fence in font yard as a privacy screen.	107 North Pointe Terrace	Town	4/22/15	Denied – violates municipal code; can only have 3’ tall fence in front yard of residence	no
Joseph Sadler – construct a 40’ x 60’ storage shed in rear yard of property using a prefabricated kit	402 Franklin Street	131239	5/13/15	Denied 6/12/15 by Frederick County	yes
Middletown High School – replace siding and windows and enclose porch area of press box at football stadium.	200 School House Drive	130470	4/30/15	Withdrawn by FCPS	yes

**Public Works Monthly Report  
July 13, 2015**

**COMPLETED WORK**

**Streets and Utilities, Facilities**

Dog park construction, curb painting, wash and wax trucks, street sign replacements. SS cleaning, weed spraying Town Streets, storm drain repairs

**Water and Sewer**

Replaced control tubing and fittings in booster station, Sludge valve at EWWTP removed and replaced, Well 8 UG wire replaced, Electric removal at WWWTP. SS backup – root removal, SS maintenance cleaning Lombardy and Larch.

**New Projects**

**MDE MS4 Permit Reports** – Meeting with MDE July 31 for mandatory annual reports overdue.

**Unbudgeted Expenses:**

none

Sludge cost for FY \$ 54,520.00, 69,000 gal hauled, 41,650 gal bedded **Total hauled** 564,000 gal **Bedded** 396,508 gal

**Water Use (Average Daily for the Month, Flows stated in gallons per day)**

**Permit Limits (gal)**      **387,000/504,000 AD/MMU**                      **250,000 AD**                      **250,000 AD**

MONTH	WATER USE		SPRING FLOW		East WWTP		West WWTP	
	past yr	present yr	past yr	present yr	past yr	present yr	past yr	present yr
January	301,000	283,000	129,000	123,000	270,000	237,800	258,000	218,400
February	283,000	289,000	138,000	132,000	353,000	166,000	331,000	175,000
March **	290,000	332,000	138,000	133,000	270,000	318,000	226,000	365,000
April **	322,000	311,000	132,000	135,000	264,000	233,000	271,000	171,000
May	309,000	308,000	137,000	139,000	324,000	185,000	403,000	161,000
June	308,000	299,000	136,000	137,000	230,000	191,353	261,000	184,000
July	292,000	294,000	115,000	134,000	197,258	197,000	157,000	167,000
August	293,000	294,000	98,000	115,000	168,000	172,000	133,000	138,000
September	310,000	306,000	69,000	101,000	140,900	159,800	122,000	145,000
October **	312,000	313,000	62,000	90,000	180,000	172,000	167,000	144,000
Novembr**	288,000	286,000	61,000	87,000	184,000	170,000	114,000	144,000
December	278,000	282,000	97,000	111,000	318,000	231,000	282,000	246,000

Avg Daily/yr    298833    299750    109333    119750    241597    202746    227083    188200  
 Avg Yr Flw      109.07    109.41    39.91    43.71    88.18    74.00    82.89    68.69

\*\*Hydrants flushed this month

April 12 563,000 gal Oct 12 778,000, April 13 684,039, Oct 13 660,700 April 14 709,560 October 14 725,913

**June 2015 Highschool playing field leak discovered**

**Planned Work**

CBPS check valve replacement, Removal of 6" valve on 12" HP waterline install new 12" valve. MH level monitoring device installation. Heat trace and insulate pipe at EWWTP. Repair of valve at Boileau, Install Well 15 instruments, Sewer Cleanout repairs in Foxfield,. Sanitary Sewer Root Prevention. Chemical pump installation at Reservoir, Booster station Pump around connection design,

## PROJECTS

### Open Projects

**W WWTP.** New roofs installed on electric and micros strainer bldg. Painting of same buildings August.

**Develop Grease Trap Ordinance and Education Program:** No Action

**West Green Street:** Have received the "final documents" from the Engineer for review. The review will likely take 3 weeks and will not start until after the Main ST waterline specifications are complete. The deadline for completion is June 19 to be submitted to MDSA. This project will not likely bid until late July early August. **ACTION REQUIRED BY BOARD:** Street Lighting Options : 1 Normal process PECO owns them, 2 Town specifies and installs and owns the system. Pays unmetered and non tariffed rate. No action

**Water System: Hydraulic Model:** No action, **System:** Reservoir pumping even.

**Plant Instrumentation:** Installation of new instruments at Well 15 to replace obsolete. No action

**Brookridge PS:** Control Panel Upgrade. No action

**Sidewalk Inspections:** Reinspect completed work, review of overdue repairs list. No action

**Main St. Waterline Replacement:** Pay Item and Specifications 95% complete and submitted for review. Cost estimate updated to unit pricing and includes 10" patching and 5% contingency, \$4,000,000. Final Review due July 15.

**Streetscape:** Final review meeting July 15. Taskforce and Town need to decide the limits of the project lighting. 3 options presented. Town needs to revise waterline design to accommodate the SD. AD Date of Dec 8.

**Street CIP: Broad St Streetscape:** Received street plan options for review. Notified Engineer that the project is currently delayed to the end of August. No action

**Well 15 Filters:** Received Proposal and design summary from supplier, need to execute PO for system and design work, need to verify sewer capacity for backwash. Expect fall 2015 online. No action.

**Reservoir Repairs:** Final draft has been received. Final review not completed. Meeting with Engineer after Jan 1<sup>st</sup>. No action..

**SSO and I&I:** RFP needed - No action. North Church street sewer needs cleaned and televised and maintenance action determined for proposed discharge. Manhole flow level monitoring equipment purchased delivery by end of June. SS main clog with backup 301 S Church St. Large rootball removed from the SS line. SS cleaning program will be developed with cleaning occurring each month for 1 week starting August in the clay sanitary sewer areas of Town. Map and data base will be created.

**Drainage Issues:** Inlet in Brookridge throat repair.

**Memorial Park:** New waterline to facilities planned. No Action Replaced Park Signs. Landscaping in the future.

**MDE /Permits:** DMRQA proceeding. Sludge permit to Ballenger in process, Golf Course Permit due for renewal.

**Meter Reading Van:** Order placed May 12, 2015. Build Date: August 10, ETA September 6.

**Meter Installations:** Dylan is currently replacing meters at the rate of 3 to 4 a day.

**Eagle Scout Project:** Met with candidate on June 16 to discuss project. Remsberg Path is complete except for bench, Cone Branch Path post installed and signs to be completed in August. Foxfield and Wiles Branch scheduled for August 7.

### Developments

**Cross Stone:** First phase (CVS) utility work completed, site paving completed by end of July. Parkway work to start July 13.

**Coblentz Property:** IP estimate created and returned to Engineer.

**14 Eastern Circle:** No action.

**406 W Green St:** Engineer starting IP plan

**Chesterbrook IP's:** Engineer planning to resubmit by beginning of August.

**Miller Commercial Property:** Received revised site plan received. Town needs to discuss the replacement of the 6" cast iron line across this property. Site will be repaved and if replacement is approved it should be coordinated with the project. Line is suspected to be installed in the 1960's when the 12" line was also installed. Replace with 8" DIP at approximately \$40,000.00.

### Planned Work

Green Street Specifications and review of revisions

Broad St Streetscape

Continue Fire Hydrant ID tag and numbering system installation

Water System: Manganese Removal Well 15 – Design, install

Regulatory: Grease Ordinance completion.

E WWTP: design spray system for clarifier,



**ORDINANCE NO. 15-07-01**

**AN ORDINANCE TO REVISE THE FEE SCHEDULE PERTAINING TO APPLICATIONS FOR A SPECIAL EXCEPTION SUBMITTED FOR RESIDENTIAL PURPOSES PURSUANT TO §17.48.220 (RESIDENTIAL USES IN THE GC DISTRICT, §17.48.320 (RESTRICTED VEHICLES IN RESIDENTIAL DISTRICTS), §17.48.360 (FENCES) AND §17.48.400 (SOLAR COLLECTION SYSTEMS, FREESTANDING); TO PROVIDE THAT THE FEE FOR EACH SUCH APPLICATION SHALL BE \$150.00 PLUS \$100.00 FOR ADVERTISING.**

**SECTION I. BE IT ORDAINED AND ENACTED** by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.52, Section 17.52.040 of the Middletown Municipal Code be, and hereby is amended as follows. New language is designated by being in **BOLD CAPITAL LETTERS OR NUMBERS**:

TITLE 17 ZONING

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
Home Occupation	\$50.00 + all other applicable fees

<u>Construction</u>	<u>Fee</u>
<u>New Subdivision</u>	
Construction Inspection	1% of Total Cost Estimates for Stormwater Management, Sediment & Erosion Control and 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 + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee
<u>Improvement Plan Review</u>	\$300.00/page + \$200.00 Engineering Fee + \$15.00/Sheet Electronic Filing Fee

<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 for Plant Material and Planting
<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 + \$100 advertising for non principal structure \$200.00 + \$100 advertising for principal structure
Special Exception	\$300.00 + \$100 advertising
<b>SPECIAL EXCEPTION APPLICATION FOR RESIDENTIAL PURPOSES SUBMITTED UNDER §17.48.220 (RESIDENTIAL USES IN THE GC DISTRICT), §17.48.320 (RESTRICTED VEHICLES IN RESIDENTIAL</b>	<b>\$150.00 + \$100 advertising</b>

<b>DISTRICT), §17.48.360 (FENCES – IN RESIDENTIAL DISTRICT) AND §17.48.400 (SOLAR COLLECTION SYSTEMS, FREESTANDING – IN RESIDENTIAL DISTRICT)</b>	
Administrative Error	\$200.00 + \$100 advertising
<u>Text Amendment</u>	\$300.00 + \$200 advertising + \$150.00 Legal Fee
<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 &amp; Sewer Master Plan Change</u>	\$500.00 + \$100.00 Engineering Fee

**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 \_\_\_\_\_, 2015**

**PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015**

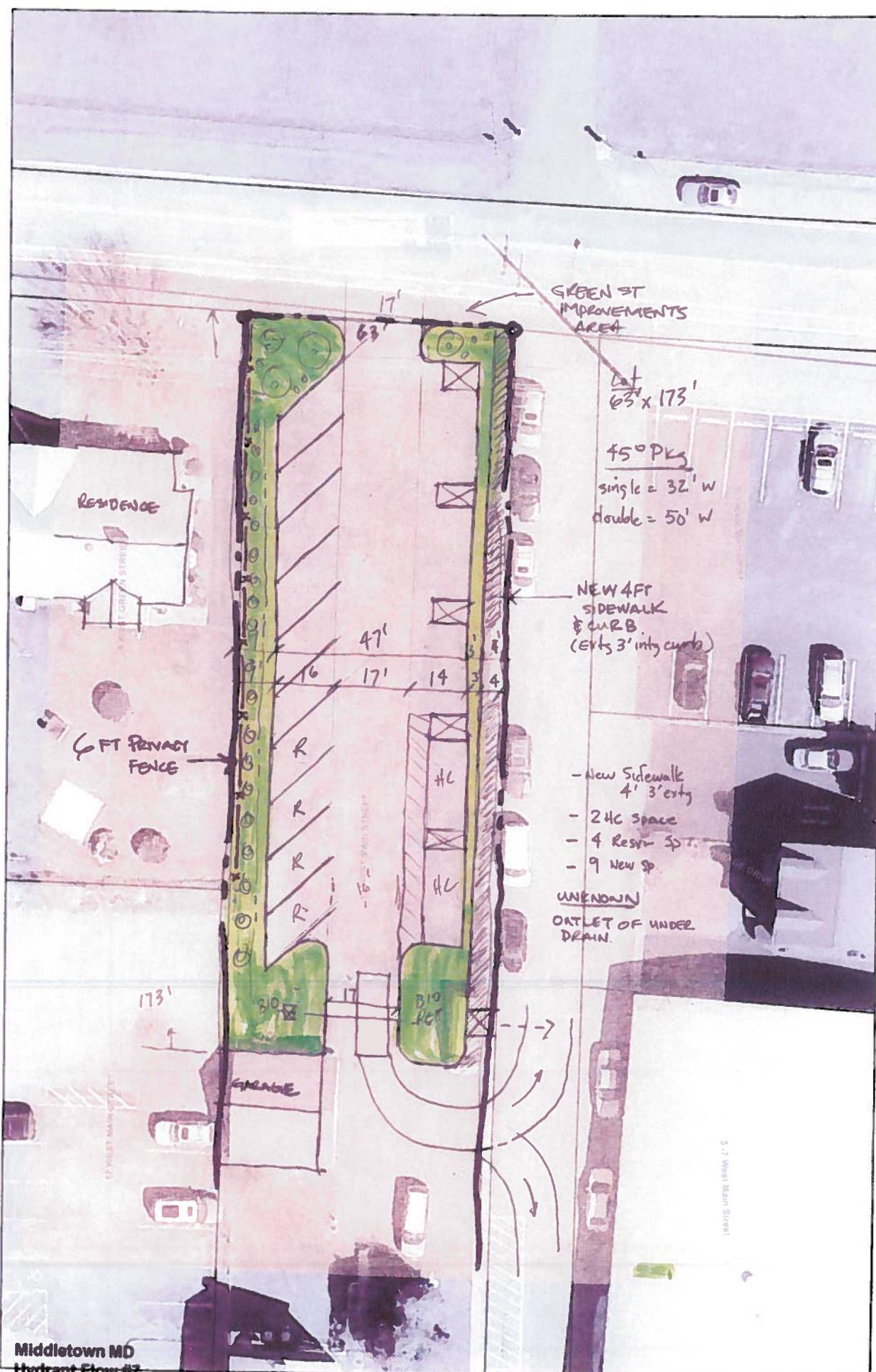
**EFFECTIVE DATE: \_\_\_\_\_, 2015**

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

\_\_\_\_\_  
Andrew J. Bowen, Town Administrator

By: \_\_\_\_\_  
John D. Miller, Burgess



1'S WEST MAIN PARKING LOT

Consultant Fee	15% const cost.		\$ 15,000
EXC, SED CONTROL	LS		16,500 <sup>00</sup>
63x173	403 CY	1 SCE	
	236 LF		
SWM BIO TREATMENT	LS		\$ 16,800 <sup>-</sup>
CURB & GUTTER	LF	630	\$ 12,600 <sup>-</sup>
20'			
SIDEWALK / ENTRANCES	SP	880	\$ 4,840 <sup>-</sup>
220x4 (Excl Green St)	550		
STONE BASE	SY	809	\$ 16,180 <sup>-</sup>
6"	20'		
47x155			
PAVING	SY	809	\$ 25,888 <sup>-</sup>
4 1/2"			
47x155	\$ 32 <sup>-</sup>		
LANDSCAPE	LS	1	2,500 <sup>-</sup>
26	2200+		
3			
PAVING MARKINGS	LS	1	\$ 1,000 <sup>00</sup>
PRIVACY FENCE	LF	130	\$ 30/LF 3,950 <sup>-</sup>
SWM AS BUILT	LS	1	\$ 4,000 <sup>-</sup>

\$ 104,258<sup>-</sup>  
 cons fee 15,000<sup>-</sup>  


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 \$ 119,258<sup>-</sup>

YEARLY MAINTENANCE  
 over 30 YR LEASE  
 snow rmtl, mks's, mowins  
 asphalt repair/patch

\$ 3676 x 30 yr = \$ 110,300<sup>-</sup>

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 30yr cost \$ 229,558<sup>-</sup>

\* DOES NOT INCLUDE CONNECTION TO EXTG SD SYSTEM.

# Bio filter Swale

200 LF 4" 8" LF		\$1600-
Filter mat 1	50 CT swale	75/CT \$3750-
Misc structure		
WR	1 EA	4000-
Yard	1 EA	2500-
TOPSOIL 3' M	200 SF	2476
	2076 + 400	\$4952-
		<hr/>
		16,802

## Fence

	material	130 LF	
\$30 <sup>00</sup> /POST	18	540-	
\$130 <sup>00</sup> /PANEL	17	2210-	
8' L			

## Labor

2 men x 20 hrs x 30/hr = 1200-

$\frac{\$3950-}{\$30/LF}$

## Maintenance - 30 yr lease

- Snow Removal	= 200/ea event x 8 = 1600/yr	} 3250/yr = \$97,500
- Pavement Mks	= 50/yr	
- Landscape Maint		
- mowing	50/ea x 32 = 1600/yr	
- mulch	assume none = 0	
- Pavement Patch		
0 - 10	= none	
10 - 20	= 10% area = 80 sy e 80 sy = \$6400-	\$12,800-
20 - 27	= 10% area = 80 sy e 80 sy = \$6400-	



Burgess and Commissioners of Middletown 31 W Main St Middletown, MD 21769 Phone 301-371-6171 Fax 301-371-6474  
Bruce A. Carbaugh, P.E. Director of Public Works Email: bcarbaugh@ci.middletown.md.us

## MEMORANDUM

**TO:** Burgess and Commissioners

**FROM:** Bruce A. Carbaugh, PE, Director of Public Works

**DATE:** June 19, 2015

**RE: Chesterbrook Phase 2 Intersection Proposal**

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I have been requested to review the Sketch Plans for the proposed four way intersection at Broad and Franklin in conjunction with the Chesterbrook Project. I have summarized the timing of the project for the benefit of all in response to the excerpted email from the Developers below.

"...We are about to kick off our Improvement Plans for Chesterbrook with the expectation of submittal by the end of June. Before we start, our team has been considering options for the proposed road intersection improvements for Broad and Franklin Streets.

Attached, you will see a plan showing the approved intersection per the approved Site Plan, and to the right you will see a 4 way stop condition. Per some public comment, and our own rethinking, a 4 way stop is a much more pedestrian friendly condition. The approved design was likely considered before the Primary School was open. Now considering the amount of pedestrian traffic here, the proximity of the town park, and the walk-ability of Middletown, every effort to create a safe intersection should be made.

The approved plan, with a dedicated turn lane which yields to traffic, is a full movement intersection. Drivers approaching the intersection will be more concerned with yielding to oncoming traffic from eastbound Franklin than watching for pedestrians crossing. Also, the porkchop design requires pedestrians to make two traffic crossing movements, one across Franklin, and one across the turning lane of northbound Broad Street...."

1. The Primary School was constructed in 2005. The original reference to the turning and accel lane was in the September 2003 site plan review. The plan was dormant until IP's were created in 2007 two years after the Primary School plans were approved and the same year the school opened.
2. There were meetings on Aug 28, 2014 and a meeting with Developers Feb 6, 2015 where the turning and accel lane was discussed and confirmed to developers as a required improvement.

3. The approved plan required a dedicated right turn lane and accel lane. Part of the design consideration for the lanes was preparation for the possible reopening of Broad and S Church and permitting traffic to use Franklin St to access the Parkway as a "bypass" around Town as well as eliminating the acute right turn at Franklin.
4. The proposed four way stop, without dimensioned drawings, appears to simply add an additional cross walk and make the intersection a four way stop. The street width appears to be what is presently in place on both Franklin and Broad. This option will completely remove the right turn lane and accel lane that was previously required by the Burgess and Commissioner's. The Department of Public Works has no opinion on the four way stop proposal other than it be reviewed by a traffic engineer in accordance with the MUTCD standards.
5. If the Burgess and Commissioner's desire to have the intersection reviewed for the proposed four way stop we will ask the firm of Sabra and Wang to review it. The firm performed the original traffic study for the Franklin St corridor and is qualified to review the proposal in accordance with MUTCD and AASHTO.



**CHESTERBROOK  
ROAD IMPROVEMENTS PER  
APPROVED SITE PLAN**



**CHESTERBROOK  
ALT ROAD IMPROVEMENTS  
WITH FOUR WAY STOP**



CHESTERBROOK  
ALT ROAD IMPROVEMENTS  
WITH FOUR WAY STOP



CHESTERBROOK  
ROAD IMPROVEMENTS PER  
APPROVED SITE PLAN



## **MEMORANDUM**

**DATE:** July 10, 2015

**TO:** Burgess and Commissioners

**FROM:** Andrew Bowen, Town Administrator

**SUBJECT:** West Green Street Improvement Timeline

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The West Green Street Improvements project has fallen behind the schedule set forth by the Burgess and Commissioners. The primary reason for the delay is the focus of the Director of Public Works attention on the Main Street Waterline Design and Streetscape Project. Both projects, West Green Street and the Main Street Waterline are priority projects for the Town Board.

Since the Main Street Waterline is tied directly to SHA's Streetscape Project, we are required to meet their deadlines which have impacted our ability to stay on schedule with West Green Street. Staff has kept the Board up-to-date with these issues, but staff is recommending sending a notice to property owners about the reason for the delay in beginning the construction of the West Green Street Improvements.

With the Town Board's approval, staff will prepare a letter to property owners informing them of the new timeline for construction and the reason for the delay. Below is the new timeline for the West Green Street Improvements and attached to this memo is the previous timeline.

### **West Green Street Improvements - Timeline**

- Review Plans and Specifications - **Completed**
- Meeting with Property Owners - **Completed**
- Initiate Financing - **Completed**
- Preparation of Ordinance - **Completed**
- Public Hearing for Loan - ***Scheduled for July 27, 2015***
- Final Plan Review - **October 2015**
- Bidding of Project - **December 2015**
- Construction Begin - **April 2016**
- Construction Complete - **April 2017**



## **West Green Street Improvements Proposed Timeline**

January 2015 -	Director of Public Works review of plans and specifications
February 2015 -	Public Meetings with Residents along West Green Street Initiate Financing for Project
March 2015 -	Public Meetings with Residents along West Green Street Preparation of Financial Documents, Resolutions, Etc.
April 2015 -	Revision if Necessary Public Hearing for Loan Financing
May 2015 -	Bidding and Award of Contract Close of Loan
June 2015 -	Construction Begins
June 2016 -	Construction Complete

**ORDINANCE NO. 15-07-02**

**BURGESS AND COMMISSIONERS OF MIDDLETOWN  
INFRASTRUCTURE BONDS, 2015 SERIES A**

AN ORDINANCE OF THE BURGESS AND COMMISSIONERS OF MIDDLETOWN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE "ISSUER"), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000.00) OF BONDS OF THE BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND, TO BE KNOWN AS "THE BURGESS AND COMMISSIONERS OF MIDDLETOWN, INFRASTRUCTURE BONDS, 2015 SERIES A" (OR BY SUCH OTHER OR ADDITIONAL DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN) (THE "BONDS"), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF (I) PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR FINANCING AND/OR REFINANCING THE FOLLOWING PROJECTS: (A) MAINSTREET WATERLINE REPLACEMENT, (B) RESERVOIR COVER REPLACEMENT, AND (C) WEST GREEN STREET IMPROVEMENTS, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY MATURE; PROVIDING FOR THE FORM, TENOR, DENOMINATION, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING (WITHOUT LIMITATION) THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

**WHEREAS**, The Burgess and Commissioners of Middletown (the "Issuer") is a municipal corporation of the State of Maryland organized and operating under a charter (the "Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and relevant sections of the Local Government Article of the Annotated Code of Maryland, as amended; and

**WHEREAS**, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), authorizes the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

**WHEREAS**, pursuant to the authority of the Act, the Issuer has determined to issue one or more of its general obligation bonds in the aggregate principal amount not to exceed Seven Million Dollars (\$7,000,000.00) (the “Bonds” as defined herein) for the purpose of (i) financing and/or refinancing all or a portion of the costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and (iii) paying issuance and other costs related to the Bonds; and

**WHEREAS**, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

**WHEREAS**, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

**WHEREAS**, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

**WHEREAS**, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

**NOW, THEREFORE, BE IT ORDAINED BY THE BURGESS AND COMMISSIONERS OF MIDDLETOWN:**

**Section 1. Authorization, Terms, Form of Bonds.**

(a) The Burgess and Commissioners of Middletown (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Seven Million Dollars (\$7,000,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and

Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), to be known as the "Burgess and Commissioners of Middletown, Infrastructure Bonds, 2015 Series A", as such designation may be modified by the Administration (defined below) prior to issuance (the "Bonds"). The proceeds from the sale of the Bonds shall be used for the purpose of (i) providing all or a portion of the funds necessary for financing and/or refinancing of the costs of the following three (3) projects: (a) the replacement of a waterline on Main Street (b) the replacement of the cover for the municipal reservoir, and (c) improvements to West Green Street, (collectively, the "Project"), (ii) funding a portion of a capital reserve fund and (iii) paying issuance and other costs related to the Bonds.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Seven Million Dollars (\$7,000,000.00) payable to the Community Development Administration (the "Administration") as the registered owner thereof. The Bonds shall be issued in such amount or such lesser amount as determined by the Burgess pursuant to subsection (g) below, which shall be equal to the principal amount of the loan to the Issuer from the Administration (the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on May 1 and November 1, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed 3.9% percent for a loan with a maturity of twenty years, and 4.3% percent for a loan with a maturity of thirty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Burgess of the Burgess and Commissioners of Middletown acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program (i) to finance and/or refinance all or a portion of the Project, (ii) to fund a portion of a capital reserve fund and (iii) to pay issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a

Repayment Agreement and a Pledge Agreement with the Administration (respectively, the “Repayment Agreement” and the “Pledge Agreement”). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement are herein referred to as the “Program Documents”). The Program Documents shall be in such form and shall contain such terms and conditions as shall be approved by the Burgess of the Burgess and Commissioners of Middletown and acceptable to the Administration.

(g) Because this Ordinance is being adopted before the details have been finalized for the financing pursuant to which the Administration will issue the Administration’s Bonds (the “Administration Financing”) that will fund the Loan to the Issuer under the Program, the Burgess of the Burgess and Commissioners of Middletown is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$7,000,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Burgess of the Burgess and Commissioners of Middletown is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal of the Loan not to exceed \$7,000,000.00 as approved by the Administration and accepted by the Issuer, (ii) to authorize and approve an interest rate or rates and payment schedule reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds as set forth in subsection (d) above.

(h) This borrowing shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as amended.

(i) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter.

**Section 2. Execution.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Burgess of the Burgess and Commissioners of Middletown and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the Town Administrator of the Issuer. The Program Documents shall be executed on behalf of the Issuer by an authorized official of the Burgess and Commissioners of Middletown. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official or officer after the date of the issue, the Bonds and

the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Burgess of the Issuer is hereby authorized, empowered and directed to complete the applicable form of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Burgess, in the Burgess's discretion, shall deem necessary or appropriate to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Burgess or other duly authorized official of the Issuer is hereby authorized, empowered and directed to complete the applicable form of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official, in the discretion of such official, shall deem necessary or appropriate to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds and the Program Documents by the duly authorized official shall be conclusive evidence of such official's approval of the form and substance thereof.

**Section 3. Registration of Bonds.** The Town Administrator shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bond shall be required of the Town Administrator in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, premium, if any, of and interest on such Bond and for all other purposes.

**Section 4. Prepayment.** The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

**Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds.** In case any Bond (a "Bond" being, for purposes of this Section, any one of the Bonds) shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or

stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

**Section 6. Use of Proceeds.** The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next maturing principal installment, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

**Section 7. Covenants.** The Issuer covenants with the Administration, for the benefit of the Administration and the owners from time to time of the Bonds, that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, a tax on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation, ad valorem taxes in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

**Section 8. Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

**Section 9. Pledge of Local Government Payments.** As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds the amount of the Issuer's portion of any deficiency in such capital reserve fund as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

**Section 10. Purchase Price of Bonds.** The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if discount is permitted by law, at such discount as is agreed to by the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

**Section 11. Sale of Bonds.** The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

**Section 12. Authority to Take Action; Publication and Public Hearing.**

(a) The officials, officers and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the project to be financed, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the adoption of this Ordinance.

### **Section 13. Tax Matters**

(a) The Burgess and/or the Town Administrator shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). The Burgess and/or the Town Administrator shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the 'Section 148 Certificate') which complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended ("Section 148), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official is hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, "Bond Proceeds"). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying officials, knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof; and take other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and

estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer's compliance with, the covenants set forth in this Section.

(e) The Burgess and/or the Town Administrator, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such officer(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer or any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as the Burgess and/or the Town Administrator shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such officer(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

**Section 14. Effective Date; Miscellaneous.** This Ordinance shall take effect from the date of its adoption, and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the Town Administrator or the Town Administrator's successor in office shall constitute evidence of the contents and provisions hereof.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY THE BURGESS AND  
COMMISSIONERS OF THE TOWN OF MIDDLETOWN, MARYLAND BY AFFIRMATIVE  
VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
John D. Miller, Burgess

ATTEST: \_\_\_\_\_  
Andrew J. Bowen, Town Administrator

**Exhibit A. – Form of Bond**

[FORM OF BOND]

EXHIBIT A

**United States of America  
State of Maryland  
Burgess and Commissioners of Middletown  
Infrastructure Bond, 2015 Series A**

No. R-1

\$7,000,000.00

The Burgess and Commissioners of Middletown, a Municipal Corporation duly organized and existing under the Constitution and laws of the State of Maryland (the "Issuer"), hereby promises to pay to the

Maryland Community Development Administration

Or its registered assigns, the principal amount of Seven Million Dollars (\$7,000,000.00), plus interest on each unpaid principal installment at the rates per annum set forth under the column designated "Coupon" on Exhibit A attached hereto for each principal installment, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on \_\_\_\_\_, 20\_\_, and continuing on the first day of [November] and [May] in each year thereafter until final maturity; (b) principal of this bond shall be paid commencing on \_\_\_\_\_ and on [May] 1 in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A "Business Day" is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Burgess and Commissioners of Middletown, Infrastructure Bond, 2015 Series A,” is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of (i) providing all or a portion of the funds necessary for financing or refinancing the following projects: (a) the replacement of a waterline on Main Street (b) the replacement of the cover for the municipal reservoir, and (c) improvements to West Green Street, (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and (iii) paying issuance and other costs related to the Bonds. Unless paid from other sources, the Issuer covenants that so long as any portion of this bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation, in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 613 and 614 of the Charter of the Issuer, and Ordinance \_\_\_\_\_ of the Issuer passed/adopted on \_\_\_\_\_, 2015 (the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this bond and the interest to accrue hereon.

This bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, an agency in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the “Administration”). This bond is subject to the terms and conditions of the Repayment Agreement dated as of \_\_\_\_\_, 2015 between the Issuer and the Administration (the “Repayment Agreement”).

This bond is not subject to prepayment by the Issuer prior to [June] 1, 20\_\_\_\_. On or after \_\_\_\_\_, this bond is subject to prepayment by the Issuer at the prepayment prices, expressed as a percentage of the principal amount to be prepaid, plus accrued interest, if any, to the prepayment date, on the principal amount thereof, and during the periods (both dates inclusive) listed below:

Period	Price
_____ through _____	%
_____ through _____	
_____ through thereafter	

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this bond shall be applied in accordance with the provision of the Repayment Agreement.

The Issuer may treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

**IN WITNESS WHEREOF**, the Burgess and Commissioners of Middletown has caused this Bond to be signed in its name by the manual or facsimile signature of its Burgess, its corporate seal to be affixed hereto and attested by the manual signature of the Town Administrator, as of the \_\_\_\_\_, 2015.

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

\_\_\_\_\_  
Andrew J. Bowen, Town Administrator

By: \_\_\_\_\_  
John D. Miller, Burgess

## BOND PAYMENT SCHEDULE

[Use the following paragraph (with necessary modifications) to clarify the amount to be paid under the schedule prepared by the Financial Advisor.]

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Debt Service."

**FIRST AMENDMENT TO POWER PURCHASE AGREEMENT  
AND CONSENT TO ASSIGNMENT**

This First Amendment to Power Purchase Agreement (“Amendment”) is entered into as of July \_\_, 2015 (“Effective Date”) by and among The Burgess and Commissioners of Middletown, Maryland (“Host”), and Empower Energies Middletown, LLC, a Maryland limited liability company (“Provider”; and, together with Host, each a “Party” and together, the “Parties”).

**Background**

WHEREAS, the Parties entered into that certain Power Purchase Agreement on July 31, 2014 (the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement to further amend and clarify the insurance requirements set forth in Exhibit F; and

WHEREAS, the Parties wish to memorialize Host’s consent to an assignment by Provider of all of its right, title and interest in and to the System and the Agreement, as amended by this Amendment, to WGL Energy Systems, Inc., in accordance with Section 25 (Miscellaneous) of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment of Exhibit F.** Exhibit F (Insurance Requirements) to the Agreement shall be amended as follows:

A. Section 5 (Additional Insurance Provisions) shall be amended by replacing the text thereof in its entirety to read as follows:

“5. **Additional Insurance Provisions.**

(a) Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with Applicable State Solar program. The documentation required for the Applicable Solar Program shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to the Local Electric Utility. The documentation must be signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Insurance liability limits within this Agreement may be met under a primary, one or more excess policies, or any combination thereof. In the event that the Provider’s insurance is provided by one or more claims made policies, Provider shall maintain such coverage for three (3) years after the termination of this Agreement.”

2. **Consent to Increased System Size.** Host hereby consents to the increase in the nameplate capacity of the System from 826,560 Watt rated at DC STC to 836,380 Watts rated at DC STC and further agrees that the final, as-built system may vary from the new System size by +/- 1.5% without the need for further consent from the Host.

3. **Consent to Assignments.** Host hereby consents to the assignment by Provider of all of its right, title and interest in and to the System and the Agreement, as amended by this Amendment, to WGL Energy Systems, Inc., in accordance with the Section 25 (Miscellaneous) of the Agreement. Upon execution of this Amendment by Host and WGL Energy Systems, Inc., Host fully releases Empower Energies Middletown, LLC, from its duties, liabilities, and obligations under the PPA and agrees to look solely to WGL Energy Systems, Inc. for performance of Provider's duties, liabilities, and obligations under the PPA.

4. **Continuing Effectiveness of the Agreement.** Except as expressly provided herein, the Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Agreement as amended hereby.

5. **Binding Nature.** This Amendment shall be binding on each of the Parties and each of their respective successors and assigns.

6. **Applicable Law and Jurisdiction; Waiver.** This Amendment is made and shall be interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provisions.

7. **Counterparts.** The Parties agree that this Amendment may be executed in PDF counterparts and that, when taken together, such counterparts constitute but one agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

**PROVIDER**

**EMPOWER ENERGIES MIDDLETOWN, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOST**

**THE BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST AMENDMENT TO PROJECT SITE LEASE AGREEMENT;  
AND CONSENT TO ASSIGNMENT**

This First Amendment to Project Site Lease Agreement and Consent to Assignment (“Amendment”) is entered into as of July     , 2015 (“Effective Date”) by and among the **Burgess and Board of Commissioners of Middletown, Maryland** (“Lessor”), and **Empower Energies Middletown, LLC**, a Maryland limited liability company (“Lessee”; and, together with Lessor, each a “Party” and together, the “Parties”).

**Background**

WHEREAS, the Parties entered into that certain Project Site Lease on July 31, 2014 (the “Agreement”);

WHEREAS, the Parties wish to amend the notice requirements of the Purchase Option;

WHEREAS, the Parties wish to amend the Premises description set forth in Exhibit B;

WHEREAS, the Parties wish to amend the Agreement to further amend and clarify the insurance requirements set forth in Exhibit D; and

WHEREAS, the Parties wish to memorialize Lessor’s consent to an assignment by Lessee of all of its right, title and interest in and to the System and the Agreement, as amended by this Amendment, to WGL Energy Systems, Inc., in accordance with Section 17.1 (Assignments) of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment of Section 5.** Section 5 (Design and Construction of Project) to the Agreement shall be amended as follows:

A. Section 5.3 (Purchase Option Upon Termination) shall be amended to read as follows:

“5.3. Purchase Option Upon Termination. In consideration of the amounts paid under this Agreement and so long as Lessor has not caused an Event of Default, Lessor is granted the right and option to purchase all of the Systems in their entirety (the “Purchase Option”). The Purchase Option shall be exercisable no earlier than twelve (12) months prior to the expiration of the Term and no later than nine (9) months prior to the expiration of the Term. To exercise the Purchase Option, Lessor shall deliver written notice (which is irrevocable) of its decision to exercise to Lessee during the applicable exercise period. The purchase price shall be equal to the Fair Market Value of the Project. Should Lessor exercise the Purchase Option, the closing of the purchase by Lessor from Lessee of the Project shall take place upon the expiration of the Term. At such closing Lessor shall deliver to Lessee the

purchase price in immediately available funds, and Lessee shall deliver bills of sale transferring to Lessor unencumbered title to the Project and warranties so held by Lessee, as well as any rights of Lessee to future rebate, credits associated with the Project and other awards, to the extent transferable. Additionally, upon such closing, this Agreement shall terminate and both Parties shall be released of all further obligations hereunder. Lessor shall be responsible for all transfer taxes in connection with the transfer of title.”

2. **Amendment of Exhibit B.** Exhibit B (Facility and Property Descriptions) to the Agreement is hereby deleted in its entirety and the “Exhibit B” attached to this Amendment inserted in its place.

3. **Amendment of Exhibit D.** Exhibit D (Insurance Requirements) to the Agreement shall be amended as follows:

A. **Section 5** (Additional Insurance Provisions) shall be amended by adding a **Section C** to read as follows:

“c. **Additional Insurance Provisions.** Insurance liability limits within this Agreement may be met under a primary, one or more excess policies, or any combination thereof. In the event that the Lessee’s insurance is provided by one or more claims made policies, Lessee shall maintain such coverage for three (3) years after the termination of this Agreement.”

4. **Consent to Assignment; Release.** Lessor hereby consents to the assignment by Lessee of all of its right, title and interest in and to the Agreement, as amended by this Amendment, to WGL Energy Systems, Inc., in accordance with the **Section 17.1** (Assignments) of the Agreement. Upon execution of this Amendment by Lessor and WGL Energy Systems, Inc., Lessor fully releases Empower Energies Middletown, LLC, from its duties, liabilities, and obligations under the Agreement and agrees to look solely to WGL Energy Systems, Inc. for performance of Lessee’s duties, liabilities, and obligations under the Agreement.

5. **Continuing Effectiveness of the Agreement.** Except as expressly provided herein, the Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Agreement as amended hereby.

6. **Binding Nature.** This Amendment shall be binding on each of the Parties and each of their respective successors and assigns.

7. **Applicable Law and Jurisdiction; Waiver.** This Amendment is made and shall be interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provisions.

8. **Counterparts.** The Parties agree that this Amendment may be executed in PDF counterparts and that, when taken together, such counterparts constitute but one agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

**LESSEE**

**EMPOWER ENERGIES MARYLAND, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR**

**THE BURGESS AND BOARD OF COMMISSIONERS OF MIDDLETOWN,  
MARLYAND**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I am an attorney licensed to practice law in Maryland and I certify that the foregoing instrument and the Agreement, as defined herein, was prepared under my supervision.

\_\_\_\_\_  
Francis Frank Lyman

## **Exhibit B**

### **FACILITY AND PREMISES DESCRIPTIONS**

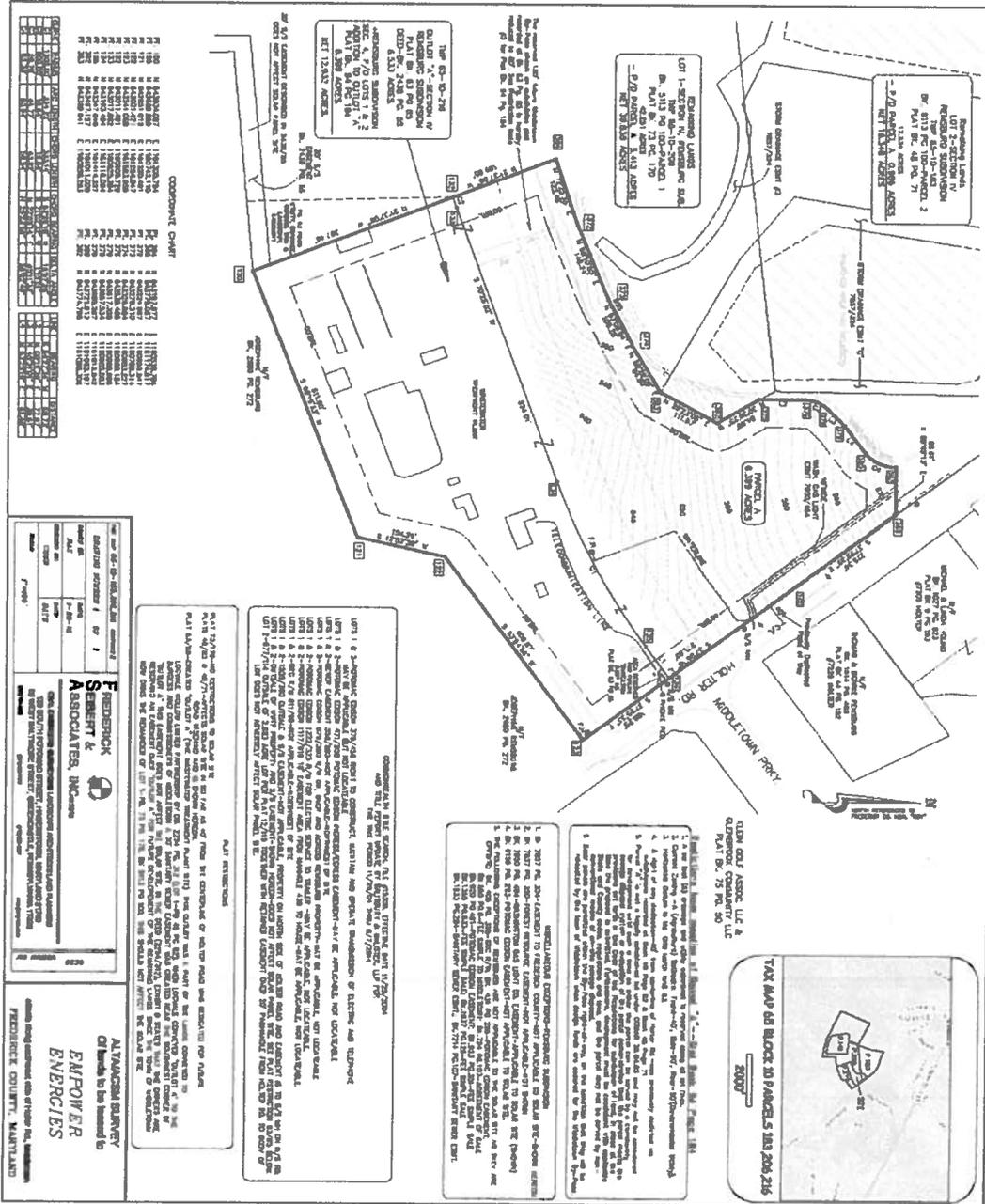
#### **Facility**

All that certain lot or parcel of land identified as (Remainder) Lot 1, Section IV, in the Remsberg Subdivision, Frederick County, Maryland, and as more particularly described as “(Remainder) Lot 1” on a plat entitled “Addition Plat, Lot 1-Section IV, Remsberg Subdivision, Addition to Lot 1, Section II, Homer's Delight” and recorded among the Land Records of Frederick County, Maryland, in Plat Book 73, page 170.

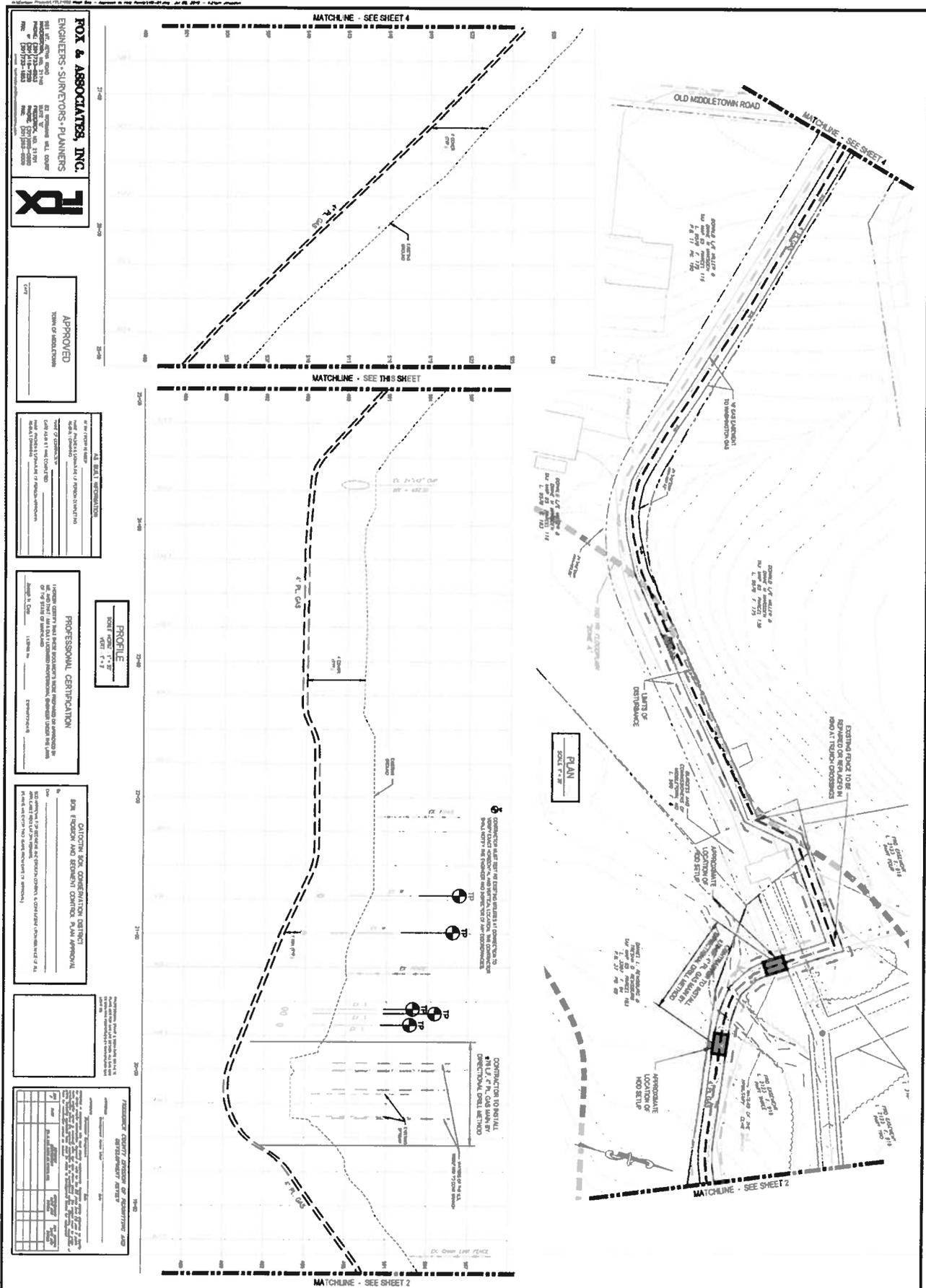
#### **Premises**

The Premises is a 6.399 acre portion of the Facility, abutting the Town of Middletown East Waste Water Treatment Plant, 7320 Holter Road, Middletown, MD, more particularly identified as “Parcel A, 6.399 Acres” on the ALTA survey by Frederick Seibert & Associates, dated February 23, 2015, and attached here as Exhibit B-1.

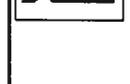
# Exhibit B-1 Premises Survey







**POX & ASSOCIATES, INC.**  
 ENGINEERS - SURVEYORS - PLANNERS  
 101 W. ALLEN ROAD  
 SUITE 200  
 FREDERICK, MD 21701  
 PHONE: (301) 644-2333  
 FAX: (301) 644-2333



**APPROVED**  
 TOWN OF FREDERICK

**ALL STATE REGISTRATION**  
 I am a duly registered and qualified professional engineer and surveyor in the State of Maryland. I hereby certify that I am the author of the design and drawings herein and that I am a duly licensed professional engineer and surveyor in the State of Maryland.

**PROFESSIONAL CERTIFICATION**  
 I hereby certify that I am a duly registered and qualified professional engineer and surveyor in the State of Maryland. I hereby certify that I am the author of the design and drawings herein and that I am a duly licensed professional engineer and surveyor in the State of Maryland.

**CITY OF FREDERICK, MARYLAND**  
 I hereby certify that I am a duly registered and qualified professional engineer and surveyor in the State of Maryland. I hereby certify that I am the author of the design and drawings herein and that I am a duly licensed professional engineer and surveyor in the State of Maryland.

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/00	ASB	ASB
2	REVISED PER CITY COMMENTS	11/15/00	ASB	ASB
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<p><b>MIDDLETOWN HOLY FAMILY CATHOLIC CHURCH APPROACH PROPOSED GAS LINE PLAN AND PROFILE</b></p> <p>Drawn by: ASB        Checked by: ASB        Date: 11/15/00</p>	<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/15/00</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>2</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>3</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>4</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>5</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>6</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>7</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>8</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>9</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>10</td> <td>11/15/00</td> <td>REVISED PER CITY COMMENTS</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	11/15/00	ISSUED FOR PERMIT	2	11/15/00	REVISED PER CITY COMMENTS	3	11/15/00	REVISED PER CITY COMMENTS	4	11/15/00	REVISED PER CITY COMMENTS	5	11/15/00	REVISED PER CITY COMMENTS	6	11/15/00	REVISED PER CITY COMMENTS	7	11/15/00	REVISED PER CITY COMMENTS	8	11/15/00	REVISED PER CITY COMMENTS	9	11/15/00	REVISED PER CITY COMMENTS	10	11/15/00	REVISED PER CITY COMMENTS	<p><b>Washington Gas</b></p> <p>FREDERICK STATION        800 North Market Street        Frederick, Maryland 21701        Telephone: 301-644-2310        Fax: 301-644-2333</p>
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**FOX & ASSOCIATES, INC.**  
 ENGINEERS-SURVEYORS-PLANNERS  
 991 W. ALLEN ROAD  
 SUITE 200  
 ANNAPOLIS, MD 21403  
 TEL: 410-291-1100  
 FAX: 410-291-1101



**APPROVED**  
 TITLE OF PROJECT

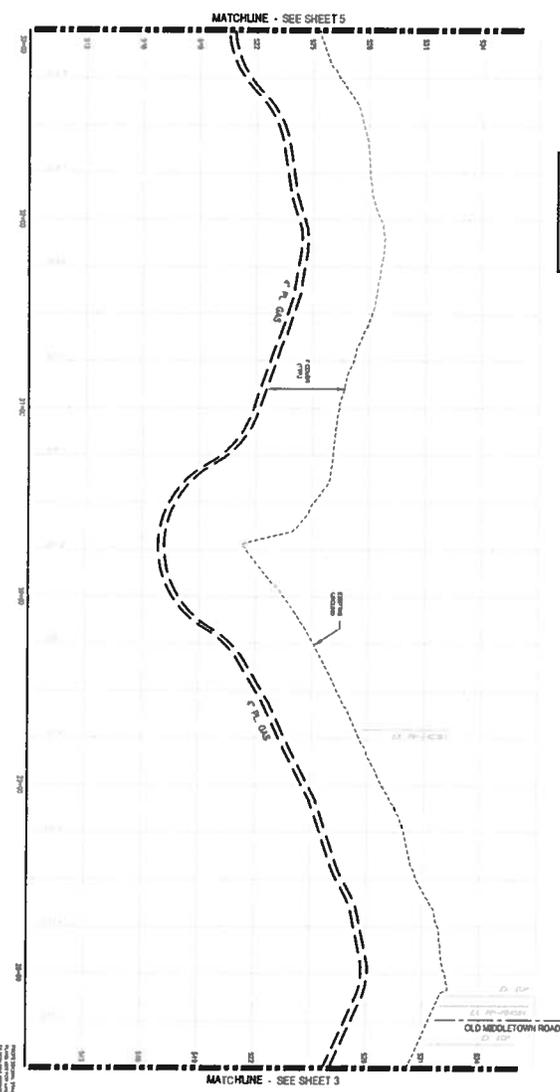
DATE OF REVISION

**PROFESSIONAL CERTIFICATION**  
 I hereby certify that I am a duly Licensed Professional Engineer in the State of Maryland and that I am duly Licensed in the State of Maryland and that I am duly Licensed in the State of Maryland.

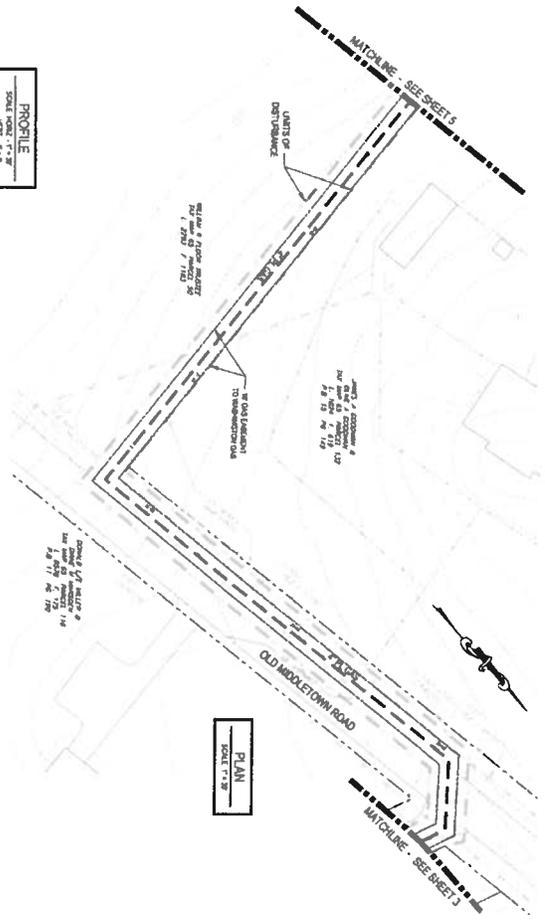
**CATON AND CONSTRUCTION DISTRICT**  
 SOIL EROSION AND SEDIMENT CONTROL PLAN APPROVAL

**REVISIONS**

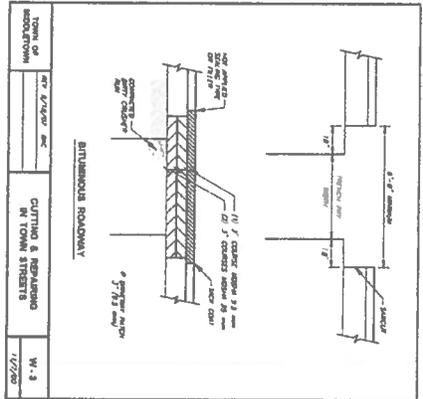
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10	4/15	ISSUED FOR PERMIT



**PROFILE**  
 SCALE: VERT. 1" = 2'  
 HORIZ. 1" = 20'



**PLAN**  
 SCALE: 1" = 10'



CONTRACTOR TO INSTALL TRAFFIC CONTROL SIGNS AT ALL INTERSECTIONS AND TO CONDUCT TRAFFIC CONTROL DURING CONSTRUCTION OF THIS WORK. SEE DETAIL SHEET 7.

**MIDDLETOWN HOLY FAMILY CATHOLIC CHURCH APPROACH PROPOSED GAS LINE PLAN AND PROFILE**

DATE: 4/15/00  
 DRAWN BY: J. FOX  
 CHECKED BY: J. FOX  
 TITLE: PROPOSED GAS LINE PLAN AND PROFILE  
 SCALE: AS SHOWN

**REVISIONS**

NO.	DATE	DESCRIPTION
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9	4/15	ISSUED FOR PERMIT
10	4/15	ISSUED FOR PERMIT

**Washington Gas**  
 FREDERICK STATION  
 1000 North Market Street  
 Frederick, Maryland 21701  
 Telephone: 301-664-2310  
 Fax: 301-664-2333

**D-3343**  
**SHEET 4 OF 7**



Goodwill Monocacy Valley

HOME ABOUT US CONTACT US DONATE

DONATE

About News Programs Shop Careers

DONATION PICKUP SERVICE

Goodwill® At Your Door

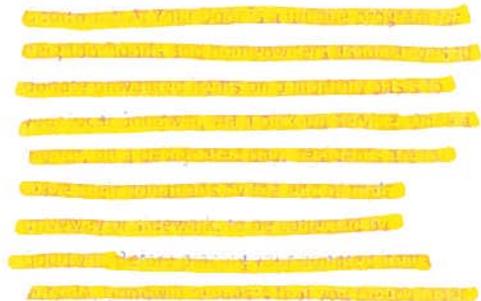
- Acceptable Items
- FAQ's
- Contact Us
- Donation Receipt
- Participating Communities



GOODWILL® AT YOUR DOOR



# Welcome Neighbor!



When you donate to Goodwill, your donation has the potential to help someone find a job, strengthen the community and preserve the planet. Through this program, we hope to not only give you a trip to a nearby **Goodwill Donation Center**, but want you to know that you are making a difference in Frederick and Carroll Counties. Together we can help provide employment opportunities, while diverting usable items from our landfill! Simply place a box or bag near your curb to donate items soon for Goodwill. To learn more or to set up an appointment with a representative to meet with your homeowners association or group of interested residents, please email [AtYourDoor@gimv.org](mailto:AtYourDoor@gimv.org). To schedule a donation pick up, please fill out our pickup request form [click here](#).

Thank you for considering Goodwill for your donation and believing in the Power of Work!

## Additional Information:

1. **FAQ's** - You have questions? We have answers.
2. **Acceptable Items** - Wondering what items we will gratefully pick up?
3. **Donation Receipt** - Need a Receipt? We got you covered!
4. **Contact Us** - Do you have a suggestion that if we accidentally miss your name?
5. **Participating Communities**

HOME PAGE PROGRAMS DONATE CAREERS



Goodwill Monocacy Valley

HOME

ABOUT

PROGRAMS

SHOP

DONATE

About

News

Programs

Shop

Careers

GOODWILL® AT YOUR DOOR

Acceptable Items

FAQs

Contact Us

Donation Request

Participating Communities

ACCEPTABLE ITEMS

Goodwill Industries provides job skills and opportunities by the selling of donated goods. To make the process easy to donate, please look over the list of acceptable and non-acceptable items to donate.



We will gratefully accept the following items:

- Clothing: Shoes
- Accessories (e.g. handbags, belts, scarves)
- Computers, printers, monitors (any kind) and to be recycled through our partnership with **Dell Reconnect**
- Domestic (e.g. sheets, towels)
- Collectibles, jewelry, artiques
- Media (books, DVD, CDs, records, video games)
- Household (e.g. dishes, housewares)
- Small furniture
- Seasonal (e.g. Christmas, Easter, Halloween)
- Small electrical (e.g. radios, clocks, lamps)

\*Please note: Should you wish to donate larger items (e.g. lawn mowers, or automobiles) please email [AnnJordan@gimv.org](mailto:AnnJordan@gimv.org) one week in advance so our donors can accommodate your donation.

Unacceptable items:

It is hard to say "no thank you" to a neighbor, however, if an unacceptable item is left at curbside, the costs handling or disposal falls funds that would otherwise support our workforce development programs. We request you consider disposing these items through an alternative responsible resource, such as your local recycling center. Unfortunately, Goodwill will not be able to accept the following items:

- Appliances
- Chemicals, paints
- Construction materials
- Wet items





Goodwill Monocacy Valley

HOME ABOUT US ABOUT US HELP US HELP US

DONATE

About News Programs Shop Careers

GOODWILL® AT YOUR DOOR

- Acceptable Items
- FAQ's
- Contact Us
- Donation Receipt
- Participating Communities

FAQ'S



You Have Questions? We Have Answers!

Why was the Goodwill At Your Door donation program started?

This program was started to make donating unwanted items convenient and easy for you, just as you have recyclable pick-ups. Donating unwanted, usable items is also right at your front door.

How much does it cost to participate in the program?

It's free!

How can I prepare?

Goodwill encourages participants to put their donations in a visible area of their home (i.e. living room, front closet, where you can be seen) to bring donations to our door throughout the store and then place them on a curbside of pick-up day.

What does Goodwill do with the donations?

Goodwill uses nearly 50 cents of every dollar of revenue from our stores, to provide job training services at our **Career Resource Centers** in Frederick and Westminster. Residents who donate unwanted items through the Goodwill At Your Door program, actually help local job seekers find employment AND create a healthier environment, by diverting usable items from ending up in our landfill.

What if I have large items to donate? (e.g. sofa, automobiles)

If you want to donate large items, such as furniture, we recommend that you email [AtyourDoor@gimv.org](mailto:AtyourDoor@gimv.org) one week in advance, so our drivers can accommodate your donation.

What items does Goodwill not take?

Up hard to say for sure, but we do not take: guns, knives, we will do be able to take the following items: refrigerators, stoves, air conditioners, and microwave ovens. If your items are not our donation, Goodwill's drivers will provide a notice stating the item needs to be removed from the curbside by the resident. Please consider disposing of these items through an alternative, responsible resource, such as your city recycling center.





Goodwill Monocacy Valley

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PARTICIPATING COMMUNITIES



PARTICIPATING COMMUNITIES

Brunswick

Goodwill will be in the Brunswick Community on the 2nd Sunday of every month!

In the case of inclement weather, Goodwill's collection date will be rescheduled for the following Tuesday. As a reminder, please make sure that your donations are at the end of your driveway or sidewalk by 9 AM and clearly labeled "For Goodwill."

Urbana

Goodwill will be in the villages of Urbana and Urbana Highlands Communities on the 4th Sunday of every month!

In the case of inclement weather, Goodwill's collection date will be rescheduled for the following Tuesday. As a reminder, please make sure that your donations are at the end of your driveway or sidewalk by 9 AM and clearly labeled "For Goodwill."

\*\* If both dates in a month have inclement weather or rain, At Your Door pick-up will resume the next month.



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