



AGENDA FOR THE TOWN MEETING

July 27, 2015

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

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

PUBLIC HEARING

Ordinance No. 15-07-02

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.

CONSENT AGENDA

- Town Minutes
 - [July 13, 2015 – Town Meeting](#)

PERSONAL REQUESTS FOR AGENDA:

Mr. Wayne Hatcher, Goodwill Industries – Goodwill Pick-Up Services

UNFINISHED BUSINESS:

- **Streetscape – Pedestrian Lighting**
- **Request for Gas Easement – Remsberg Park and Cone Branch Pump Station**
- Introduction of Ordinances
 - **Changes to Section 17.08.100 – Approval of Zoning Amendments**
 - **Changes to Section 17.48 – Specific Standards for Special Exceptions**
- Review and Schedule Public Hearing for Capital Improvement Programs
 - **General Fund**
 - **Water & Sewer Fund**

NEW BUSINESS:

- **Community Deputy Contract for FY2016**
- **Discussion of Waterline Replacement – Broad Street to East Green Street**
- **Discussion of Waterline Replacement – Locust Blvd and Locust Court**
- **DNR Community Parks & Playground Application**
- Discussion of Engineering Assistant for the Town

PUBLIC COMMENTS:

ANNOUNCEMENTS:

ADJOURNMENT

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."

*BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND*

TOWN MEETING MINUTES

REGULAR MEETING

July 13, 2015

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on July 13, 2015, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Rick Dietrick, Tony Ventre and Christopher Goodman.

CONSENT AGENDA

Financial Statements

Commissioner Bussard motioned to accept this consent agenda as presented, seconded by Commissioner Ventre and passed unanimously.

Unfinished Business:

Introduction and Scheduling of Public Hearing for Ordinance 15-07-01 Revisions to Middletown Zoning Fee Schedule – Burgess Miller stated that the Public Hearing for this Ordinance will be held on August 6, 2015 at 7pm.

Review of Proposal for Parking Lot at 13 West Main Street – Burgess Miller stated that Bruce Carbaugh drafted a sketch and price quote for this proposed parking lot. With this rendering it shows that the Town would get 11 parking spaces and the approximate cost for 30 years would be \$229,558. Jim Kehoe the owner of 13 West Main Street was present and didn't like the proposed rendering. Mr. Kehoe stated that he did not want to lose his current 4 spaces of parking by the garage and according to this rendering it shows the traffic exiting from the parking lot by the garage. There was a lot of discussion from the Commissioners and Mr. Kehoe and the Commissioners agreed to take this back to Bruce and see if he could come up with another solution to how the cars exit the parking lot and also if there is a way we could get more parking spaces.

Review of Request for Intersection Improvements at Broad Street & Franklin Street – Tom Poss representing Chesterbrook was present. Mr. Poss presented the Board with 3 different options on how they wish to proceed with the intersection at Broad Street & Franklin Street. After some discussion the Board agreed that they like the option with the stacking lane, 2 way stop and either Chesterbrook install a sidewalk or make a donation toward installing a sidewalk along Franklin on the West side. This option would be acceptable to the Town pending improvement plan submission showing the improvements for the Town Board to review and approve.

Review of Project Status for West Green Street Improvements – Burgess Miller stated that with the deadlines of the Main Street Waterline project Bruce Carbaugh has not had the time to proceed with the West Green Street Improvement project. Burgess stated that we are about 6 months behind schedule at this point. Public Hearing for the loan is to take place on July 27, 2015, final plan review October 2015, bidding project December 2015 with construction to begin April 2016. The Board instructed staff to send out letters to the West Green Street residents informing them of where we stand with this project.

REPORTS OF COMMITTEES –

WATER & SEWER – Commissioner Falcinelli reported:

Water Use – 299,000 gal. per day, Spring flow – 137,000 gals. Per day, EWWTP treated 191,000 gals. WWTP treated 184,000 gals.

Meter technician has been installing 3 – 4 new meters a day.

Locust Blvd. Residents – the Town will offer them filters as we did with Locust Court residents until we are able to make the necessary water improvements.

Meeting July 22, 2015 at 7pm.

PUBLIC WORKS – Commissioner Bussard reported:

The guys have been busy with spraying weeds, curb painting & repairs, and servicing trucks.

Sam Bussard is working PT for the Town and has been busy trimming trees and cleaning up the FRO areas.

PLANNING COMMISSION – Commissioner Goodman reported:

No meeting in June.

Miller property (old Ingalls) site plan is on the agenda for this month.

PARKS & RECREATION – Commissioner Ventre reported:

Final corrections to the Dog Park instructions and fees should be forthcoming in the next couple weeks.

FINANCE – no report

PUBLIC INFORMATION – Ann stated that she has a conference call scheduled for Wednesday, July 15 with GovOffice to get moving on the upgrade to our website.

NEW BUSINESS:

Introduction to Ordinance 15-07-02 Infrastructure Bonds – Main Street Waterline Replacement – Reservoir Cover Replacement – West Green Street Improvements – Drew stated that the total approximate cost for all 3 of the projects is \$7 million dollars.

- Main Street - \$4.5 million – 30 years at maximum 4.3% interest
- Reservoir Covers - \$800 thousand – 20 years at 3.9% interest
- West Green Street - \$1.7 million – 20 years at 3.9% interest

Drew stated that you are getting rid of debt and bringing on debt at the same time. Public Hearing scheduled for July 27, 2015 at 7pm.

Solar Array Agreement Amendments – Burgess Miller stated that the only amendment to the Solar Array agreement is that Empower is selling the management to Washington Gas Lighting Service. Once the array is built Empower will sell to Washington Gas.

Motion by Commissioner Dietrick to approve the amendment as presented, seconded by Commissioner Goodman. Motion carried 5-0 (Commissioner Bussard had stepped away).

Request for Gas Easement – Remsberg Park and Cone Branch Pump Station – Drew stated that Washington Gas has asked the Town for an easement along Remsberg Park and Cone Branch Pump Station for them to provide gas to Holy Family Catholic Church. After some discussion, the Board agreed to have Drew go back to Washington Gas asking them to make a financial offer since this easement is not a public service use.

Review Goodwill pick-up service request – Goodwill will be leasing the area of the current CVS once they relocate. They are asking to have a drop off and pick up once a month. Burgess Miller was unsure of the location. Burgess Miller will get more information from Cindy and report back to the Commissioners.

PUBLIC COMMENT: None

ANNOUNCEMENTS:

Family Movie Night – July 17, 2015 – Middletown Park

ADJOURNMENT

Meeting adjourned at 8:35pm.

Respectfully submitted,

Ann Griffin
Office Manager

Drew Bowen

From: Chris Weber <CWeber@sha.state.md.us>
Sent: Wednesday, July 08, 2015 2:10 PM
To: Daphne Gabb
Cc: Drew Bowen
Subject: Pedestrian Lighting along Main Street/Middletown

Daphne,

At the June 24 Task Force meeting I was asked to investigate why pedestrian lighting was not included throughout the limits of the SHA project. It took some time, but I was able to document some of the history concerning the pedestrian lighting. The following is a brief summary:

March 2000 – the corridor was segmented into several regions and only the Downtown region had pedestrian lighting.

October 2000 – there were three alternatives for pedestrian lights = 134 fixtures, 80 fixtures, and 50 fixtures.

February 2001 – it was noted that decorative street lights were important; either in the downtown section or end to end.

Sept. 2002 – the Preliminary Investigation (PI) report noted that 354 pedestrian lights were required.

Nov. 2002 – the Town wanted to maintain the current level of lighting, SHA was responsible for up to \$2,500 per light.

April 2013 – the second PI report noted that pedestrian lights would be determined.

April 2013 – the Design Request for lighting and traffic signals included incorporating existing banner poles, retrofit with pedestrian lights thru Downtown.

I was not able to find any decision document that limited the location/number of pedestrian lights.

Based upon some additional discussions internally, the design team feels the following three options should be examined by the Task Force and considered by the Town;

Option 1 – current lighting plan includes 23 pedestrian lights (Elm St. to Church St.). Estimated total cost to the Town = \$59,000.

Option 2 – extend lighting and add 20 more pedestrian lights (Bussard Dr. to Church St.). Estimated total cost to the Town = \$99,000.

Option 3 – entire project limit with 370 pedestrian lights. Estimated total cost to the Town = \$740,000.

As you know, there is a Memorandum of Understanding (MOU) being developed between SHA and the Town which will serve as a contract for the Town's reimbursement of the waterline to be installed along with the pedestrian lights. The sooner the Town reaches a decision on the pedestrian lighting, the sooner the Town's commitment can be defined in the MOU. Without the MOU, we cannot advertise the project. I would appreciate your help in resolving the pedestrian lighting issue quickly.

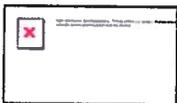
Thank you for your attention to this matter,

- Chris

Christopher Weber, P.E.

Community Design Division

410-545-8834



Maryland now features 511 traveler information!
Call 511 or visit: www.md511.org



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FOX & ASSOCIATES, INC.
ENGINEERS - SURVEYORS - PLANNERS

1100 N. MARKET STREET, SUITE 200
 FREDERICK, MARYLAND 21701
 TEL: (301) 644-2318
 FAX: (301) 644-2333

APPROVED
 TITLE OF MODIFICATION

NO OBJECT OBJECTION

PROFESSIONAL CERTIFICATION

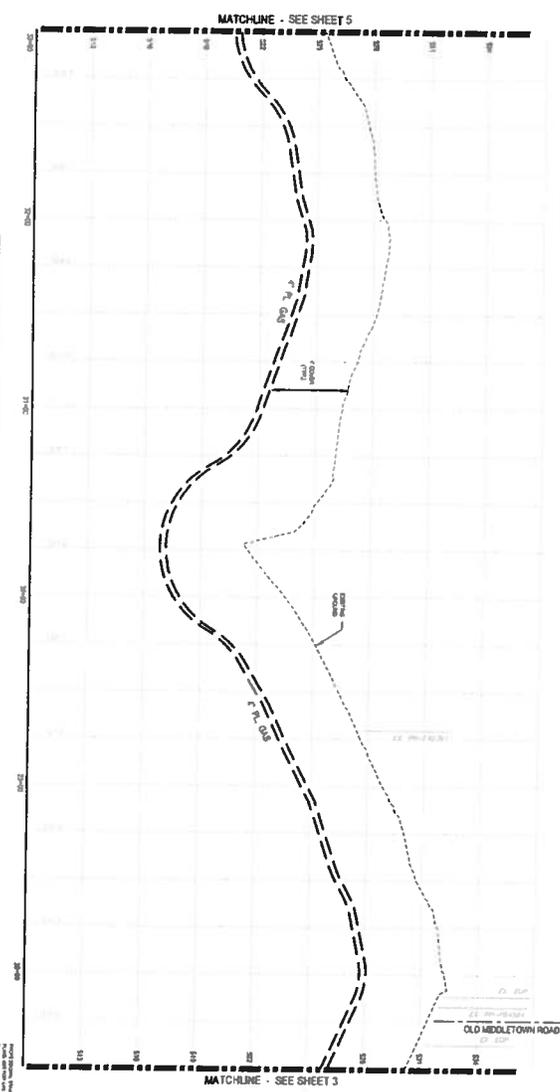
CUSTOMER'S OBSERVATION

REVISIONS

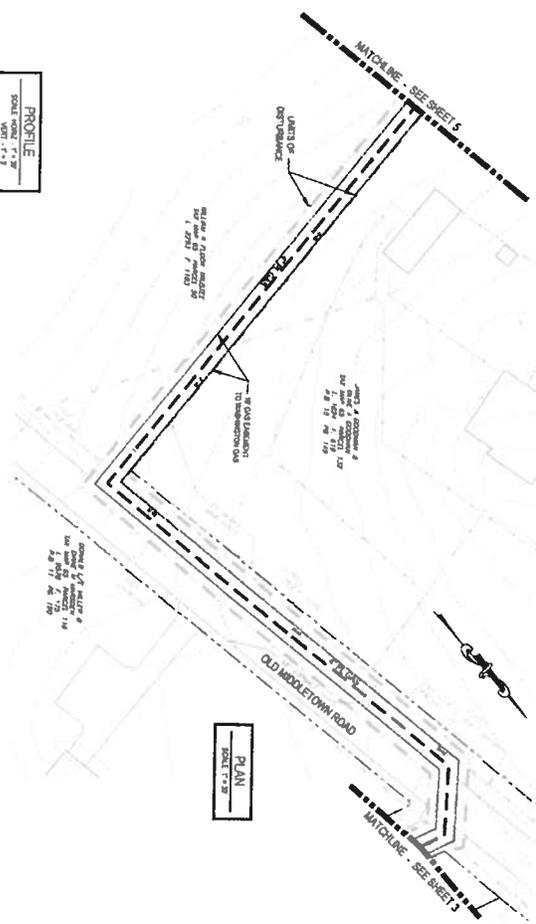
NO.	DATE	DESCRIPTION

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

D-3343
SHEET 4 OF 7

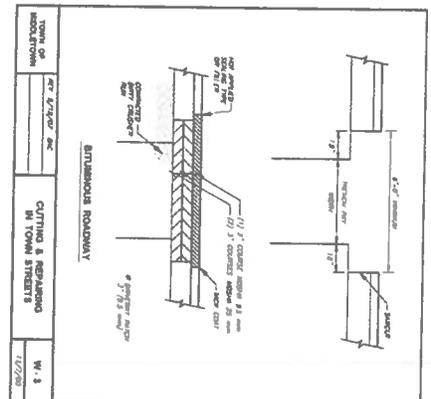


PROFILE
 SCALE: VERT. 1" = 10'



PLAN
 SCALE: 1" = 20'

CONTRACTOR TO INSTALL TRAFFIC CONTROL SIGNS
 STREET SIGNAGE AND TRAFFIC LIGHTS ALONG GREEN
 STREET PERMIT AND SHALL SEE SHEET 7
 CONTRACTOR TO CONDUCT TYPICAL OPERATIONAL
 MAINTENANCE AND SHALL SEE SHEET 7
 SEE DETAIL SHEET 7



CUTTING & REPAIRING IN TOWN STREETS
 W-3
 1/27/95

NO.	DATE	DESCRIPTION

Washington Gas

FREDERICK STATION
 1800 North Market Street
 Frederick, Maryland 21701
 Telephone: 301-644-2318
 Fax: 301-644-2333

TOWN BOARD RECOMMENDED CHANGES TO 17.08.100

17.08.100 - Approval of zoning amendment.

A. ~~An amendment to the zoning ordinance shall not be considered or acted upon by the burgess and commissioners until the planning commission has had an opportunity to review the amendment and provide their comments on the amendment to the burgess and commissioners.~~

B. Where the purpose and effect of the proposed amendment is to change the zoning classification, the burgess and commissioners shall make findings of fact in each specific case, including, but not limited to, the following matters: population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development for the area, the ~~comments~~ of the planning commission and the relationship of such proposed amendment to the town's ~~{master}~~ **COMPREHENSIVE** plan; and may grant the amendment based upon a finding that there was a substantial change in the character of the neighborhood where the property is located or that there was a mistake in the existing zoning classification. A complete record of the hearing and the votes of all members of the burgess and commission shall be kept.

C. An application for a reclassification shall not be accepted for filing by the burgess and commission if the application is for the reclassification of the whole or any part of land the reclassification of which has been opposed or denied by the burgess and ~~{commission}~~ **COMMISSIONERS** within twelve (12) months from the date of the local legislative body's decision.

Deleted: No

Deleted: unless it is first submitted to for review by and recommendation of

Deleted: If the planning commission recommends against approval of the amendment, it may be approved and adopted only if it receives a majority vote of the entire burgess and commissioners.¶

Deleted: recommendation

Deleted: No **SUBSTANTIAL** change in or **MAJOR** departure from the proposed amendment, as recommended by the planning commission, shall be made unless the same is resubmitted to the commission for its further recommendations. No amendments, supplement or change shall be adopted contrary to the recommendations of the planning commission except by a majority vote of the burgess and ~~{commissioner}~~ **COMMISSIONERS**.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 17, CHAPTER 17.48 OF THE MIDDLETOWN MUNICIPAL CODE RELATING TO REQUIREMENTS FOR SPECIAL EXCEPTION USES; TO DELETE PROVISIONS RELATING TO SPECIAL EXCEPTION USES FOR BOARDING AND LODGING HOUSES, HOSPITALS AND SANATORIUMS, AND OFFICES FOR INTERIOR DESIGN SERVICES; TO CLARIFY VARIOUS SECTIONS OF THAT CHAPTER AND TO MAKE OTHER GRAMMATICAL, STYLISTIC AND NON-SUBSTANTIVE REVISIONS.

SECTION I. BE IT ORDAINED AND ENACTED by the Burgess and Commissioners of Middletown that Title 17, Chapter 17.48 of the Middletown Municipal Code be, and hereby is, amended as follows. Language being deleted is designated by being [~~in brackets and stricken through.~~] New language is designated by being in **BOLD CAPITAL LETTERS OR NUMBERS**:

TITLE 17 – ZONING

Chapter 17.48 - SPECIFIC STANDARDS FOR SPECIAL EXCEPTIONS

- 17.48.010 - Compliance with specific standards required.
- 17.48.015 - Active adult community.
- 17.48.020 - Animal kennels and clinics.
- 17.48.030 - Barber shops and beauty parlors.
- 17.48.040 - [~~Boarding house and lodging house.~~] **RESERVED**
- 17.48.050 - Bed and breakfast homes.
- 17.48.060 - Bulk petroleum storage.
- 17.48.070 - Clubs, lodges and fraternal organizations.
- 17.48.080 - Convalescent or nursing home.
- 17.48.090 - Gasoline station.
- 17.48.100 - Greenhouse or nursery.
- 17.48.120 - [~~Hospital and sanatorium.~~] **RESERVED**
- 17.48.130 - Hotel and motel.
- 17.48.140 - Industrial park.
- 17.48.150 - Lumber and other building material—Retail.
- 17.48.160 - Medical [~~centers~~] **CARE FACILITIES.**
- 17.48.170 - Nursery schools and child care centers.
- 17.48.180 - Private and commercial schools.
- 17.48.190 - Professional office.
- 17.48.200 - Public utility buildings.

- 17.48.210 - Replacement of nonconforming use.
- 17.48.220 - Residential uses.
- 17.48.230 - Shopping centers.
- 17.48.240 - Vehicle repair and service—GC and SC/LM districts.
- 17.48.250 - Vehicle repair and service—Town commercial district.
- 17.48.260 - Vehicle sales.
- 17.48.270 - Accessory retail sales and repair.
- 17.48.280 - Farm supply and hardware sales.
- 17.48.290 - Repair services.
- 17.48.300 - Light manufacturing.
- 17.48.310 - Multifamily dwellings and townhouses.
- 17.48.320 - Restricted vehicles in residential districts.
- 17.48.330 - Antique malls.
- 17.48.340 - Self-storage.
- 17.48.350 - Commercial tour bus parking.
- 17.48.360 - Fences.
- 17.48.370 - ~~{Offices for interior design services.}~~ **RESERVED**
- 17.48.380 - Business ~~{and}~~ **WITH** warehouse facilities.
- 17.48.390 - Community centers, **PLACES OF WORSHIP, LIBRARIES AND PUBLIC SCHOOLS.**
- 17.48.400 - Solar collection systems, freestanding.
- 17.48.410 - Parking lots in R-2 districts

14.48.010 Compliance with specific standards required.

In addition to the general standards for all special exceptions as contained in Section 17.44.060(F), the specific standards in this chapter for particular uses must be ~~{met prior to the granting of a special exception.}~~ **SATISFIED IN ORDER FOR THE BOARD OF APPEALS TO GRANT A SPECIAL EXCEPTION. FOR ANY SPECIAL EXCEPTION USE WHICH REQUIRES REVIEW AND RECOMMENDATION OF A CONCEPT PLAN BY THE PLANNING COMMISSION, SUCH REVIEW AND RECOMMENDATION SHALL BE UNDERTAKEN BY THE PLANNING COMMISSION BEFORE THE BOARD OF APPEALS GRANTS THE APPLICATION FOR THE SPECIAL EXCEPTION. AS USED IN THIS CHAPTER, A “CONCEPT PLAN” IS A PLAN AND/OR SKETCH WHICH ILLUSTRATES THE GENERAL OBJECTIVES AND PLANS OF THE DEVELOPER RELATIVE TO THE INTENDED DEVELOPMENT OF LAND AND ITS CONSISTENCY WITH TOWN ORDINANCES AND DESIGN STANDARDS.**

17.48.015 - Active adult community.

An active adult community in the R-20 residential district is subject to the requirements of that district except as modified and provided in this section:

A. – G. *{Unchanged}*

H. The planning commission shall **REVIEW AND MAKE RECOMMENDATIONS REGARDING A** ~~[approve a site development]~~ **CONCEPT** plan for the active adult community ~~[and shall have architectural review authority for the dwelling units to be constructed within the community].~~

I. **IF THE SPECIAL EXCEPTION IS GRANTED**, the planning commission shall review and approve the homeowners' association declaration of covenants, articles of incorporation and by-laws prior to final PLAT approval ~~[of the site development plan for an active adult community].~~ **THE PLANNING COMMISSION SHALL ALSO HAVE ARCHITECTURAL REVIEW AUTHORITY FOR THE DWELLING UNITS TO BE CONSTRUCTED WITHIN THE COMMUNITY.**

17.48.020 - Animal kennels and clinics.

Animal kennels and clinics in a GC district are subject to the requirements of that district except as herein provided:

A. All buildings ~~[must]~~ **SHALL** be set back at least forty (40) feet from any street or property line;

B. All activities associated with the use including runs etc., ~~[must]~~ **SHALL** be located entirely within the building;

C. It ~~[must]~~ **SHALL** be located on and have access from a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~[master]~~ **COMPREHENSIVE** plan.

17.48.030 - Barber shops and beauty parlors.

Barber shops and beauty parlors in R districts are subject to the requirements of the district in which located except as herein provided:

A. The beautician or barber ~~[must]~~ **SHALL** be a resident of the dwelling;

B. – D. *{Unchanged}*

E. Sufficient off-street parking in the side or rear yard ~~[must]~~ **SHALL** be provided with three spaces being the minimum;

F. – G. *{Unchanged}*

17.48.040 – **RESERVED** ~~{Boarding house and lodging house.~~

~~Boarding and lodging houses in an R-3 district are subject to the requirements of that district except as herein provided:~~

~~A. Lot Area. There shall be at least four thousand (4,000) square feet of lot area for each dwelling unit or guest room.~~

~~B. Lot width. There shall be a minimum lot width of at least one hundred fifty (150) feet.~~

~~C. The maximum number of guests permitted shall be five.~~

17.48.050 - Bed and breakfast homes.

Bed and breakfast homes ~~{may be permitted in all}~~ **IN THE R-1, R-2, R-3, and TC districts ARE SUBJECT TO THE REQUIREMENTS OF THE DISTRICT IN WHICH THE BED AND BREAKFAST HOME WILL BE LOCATED EXCEPT AS HEREIN** provided ~~{all of the following conditions can be met}~~:

A. – B. *{Unchanged}*

C. Off-street parking shall be provided; one space per guest room plus one additional space for each home occupant and/or employee(s). In no case shall parking be provided in the front yard. All parking areas ~~{must}~~ **SHALL** be adequately screened as required by the site plan approval of the planning commission **ONCE THE SPECIAL EXCEPTION HAS BEEN GRANTED.**

D. – E. *{Unchanged}*

F. Bed and breakfast homes shall comply with all applicable **STATE AND** county codes.

17.48.060 - Bulk petroleum storage.

Bulk petroleum storage facilities in an SC/LM district are subject to the requirements of that district except as herein modified and provided:

A. – E. *{Unchanged}*

F. Retail gasoline pump sales subject to:

1. Pump setback of at least twenty-five (25) feet from the street line and fifty (50) feet from the nearest adjoining property line;

2. Gasoline storage ~~{must}~~ **SHALL** be below ground and set back from the nearest line of adjoining property in accordance with underground storage setback standards in subsection B of this section;

3. ~~{Site}~~ **CONCEPT** plan ~~{approval}~~ **REVIEW AND COMMENDATION BY THE PLANNING COMMISSION:**

- a. Lot area—thirty thousand (30,000) square feet,
- b. Maximum density—one ~~{bed}~~ **PUMP** per one thousand (1,000) square feet of lot area,
- c. Lot width—one hundred fifty (150) feet,
- d. Yard—minimum for each—front thirty-five (35) feet, side twenty (20) feet, rear thirty-five (35) feet,
- e. Building coverage—fifteen (15) percent maximum,
- f. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.070 - Clubs, lodges and fraternal organizations.

Clubs, lodges and fraternal organizations in R-3 and TC districts are subject to the requirements of the district in which located except as herein provided:

A. – D. *{Unchanged}*

E. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.080 - Convalescent or nursing home.

Convalescent and nursing homes in R-2 and R-3 districts are subject to the requirements of the district in which located except as herein modified and provided:

A. – E. *{Unchanged}*

F. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.090 - Gasoline station.

Gasoline stations in the GC district are subject to the requirements of the district in which located except as herein modified and provided:

- A. Buildings ~~{must}~~ **SHALL** be set back at least forty (40) feet from the street line.
- B. Pumps ~~{must}~~ **SHALL** be set back at least twenty-five (25) feet from the street line and fifty (50) feet from the nearest adjoining property.
- C. Where the site adjoins an R district, the lot shall be screened by a solid wall or substantial, sightly, solid fence not less than five feet in height together with a six-foot planting strip of shrubs and evergreens on the outside of the fence. A buffer yard fifty (50) feet wide ~~{must}~~ **SHALL** be provided and shall be naturally landscaped, have no impervious cover and shall not be used for building, parking, loading or building purposes.
- D. Access drives ~~{must}~~ **SHALL** be located as follows:
 - 1. Minimum offset from intersection of street right-of-way lines: forty (40) feet;
 - 2. Side lot line offset: ten (10) feet;
 - 3. Minimum width: twelve (12) feet;
 - 4. Maximum width: thirty-five (35) feet;
 - 5. Minimum separation of drives on same lot: twenty-five (25) feet.
- E. Except along access drives, a concrete curb eight inches in height ~~{must}~~ **SHALL** be placed along all street right-of-way lines.
- F. All lights shall be diverted toward the gasoline station or downward on the lot.
- G. No outdoor stockpiling of tires or outdoor storage of trash is permitted. An area enclosed by a wall or fence, screened from view of adjoining properties, shall be provided whenever outdoor storage is required. No materials may be stored so as to create a fire hazard.
- H. At least ten (10) percent of the lot on which the gasoline station is situated ~~{must}~~ **SHALL** be devoted to landscaping.

I. Only ~~{minors}~~ MINOR repairs are permitted and all repairs ~~{must}~~ SHALL be conducted within the building.

17.48.100 - Greenhouse or nursery.

Greenhouses and nurseries in ~~{O-S}~~ OS and GC districts are subject to the requirements of the district in which located except as herein modified and provided:

A. – C. *{Unchanged}*

D. In an ~~{O-S}~~ OS district, no sale or storage of general hardware, power tools or motorized equipment is permitted.

17.48.120 – **RESERVED** ~~{Hospital and sanatorium.~~

~~Hospitals and sanatoriums in the R-3 and GC districts are subject to the requirements of the district in which located except as herein modified and provided:~~

~~A. Lot area two acres;~~

~~B. Lot Width two hundred (200) feet;~~

~~C. Yards no portion of a building shall be within fifty (50) feet of a lot line or street line;~~

~~D. The required parking shall not be permitted in the front yard area;~~

~~E. Building coverage forty (40) percent maximum;~~

~~F. Access must be on a major street as designated in the town master plan;~~

~~G. Screening as approved by the planning commission shall be required along all R district boundaries.]~~

17.48.130 - Hotel and motel.

Hotels and motels in a GC district are subject to the requirements of that district except as herein provided:

A. Lot area—two acres minimum;

- B. Lot width—three hundred (300) feet **MINIMUM**;
- C. All buildings ~~{must}~~ **SHALL** be set back at least fifty (50) feet from the street line and forty (40) feet from side or rear property lines;
- D. Buffer yard and screening ~~{must}~~ **SHALL** be provided as approved by the planning commission along all R district boundaries;
- E. ~~{Must}~~ **SHALL** be located on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.140 - Industrial park.

Industrial parks in an SC/LM district are subject to the requirements of that district except as herein provided:

- A. – B. *{Unchanged}*
- C. All buildings ~~{must}~~ **SHALL** be set back at least fifty (50) feet from any property line and one hundred (100) feet from a street line;
- D. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan. Traffic routes and exits shall be far enough from houses so that truck noise and vibration will be minimized;
- E. A buffer yard one hundred fifty (150) feet wide ~~{must}~~ **SHALL** be provided on the site in all instances where the site adjoins an R district. The buffer yard shall be naturally landscaped, have no impervious cover and shall not be used for building, parking, loading or storage purposes;
- F. *{Unchanged}*

17.48.150 - Lumber and other building material—Retail.

Retail lumber and other building material facilities in a GC district are subject to the requirements of that district except as herein modified:

- A. – B. *{Unchanged}*
- C. All buildings ~~{must}~~ **SHALL** be at least forty (40) feet from any property line or street line;

D. Buffer yard and screening ~~{must}~~ **SHALL** be provided as approved by the planning commission when adjacent to an R district;

E. There shall be no outdoor storage of materials in the front yard area;

F. Access ~~{must}~~ **SHALL** be ~~{in}~~ **ON** a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.160 - Medical ~~{centers}~~ **CARE FACILITIES.**

Medical centers in an R district are subject to the requirements of the district in which located except as modified and provided:

A. – E. *{Unchanged}*

F. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the town ~~{master}~~ **COMPREHENSIVE** plan.

17.48.170 - Nursery schools and child care centers.

Nursery schools and child care centers in R and GC districts are subject to the requirements of that district except as herein modified and provided:

A. – E. *{Unchanged}*

F. There shall be an adequately sized **FULLY FENCED** play area~~[, fully fenced and enclosed]~~.

17.48.180 - Private and commercial schools.

Private and commercial schools in the GC district are subject to the requirements of the district except as herein provided:

A. Lot area—one acre **MINIMUM**;

B. – D. *{Unchanged}*

17.48.190 - Professional office.

A. Professional offices (physician, dentist, architect, engineer, attorney, or similar **LICENSED PROFESSIONALS** {professions}) in R districts are subject to the requirements of the district in which located except as herein modified and provided:

1. The professional person {must} **SHALL** be a resident of the dwelling;
2. That there is not exterior evidence, other than a permitted sign not exceeding two square feet, to indicate that the building is being used for any purpose other than that of a dwelling;
3. That there is no show window or display window;
4. Only one person other than the resident professional may be employed;
5. Sufficient off-street parking in the side or rear yard {must} **SHALL** be provided with three spaces being the minimum;
6. The total area devoted to the office does not exceed twenty-five (25) percent of the square footage of the dwelling unit.

B. In the R-3 district a nonresident office of a physician and/or dentist is permitted subject to the requirements of that district except as herein modified and provided:

1. No more than one physician or dentist and three other employees at one time;
2. That there is no exterior evidence, other than a permitted sign not exceeding two square feet, to indicate that the building is being used for any purpose other than residential;
3. Sufficient off-street parking in the side or rear yard {must} **SHALL** be provided with one space per employee plus three additional spaces being minimum.

17.48.220 - Residential uses.

Residential uses in a GC district are subject to the requirements of that district except as herein modified:

A. {Must} **SHALL** be located within a structure that is existing on the date of adoption of the ordinance codified in this title or {must} **SHALL** be in conjunction with a commercial use (e.g., caretaker dwelling etc.) or located within a building that is used principally for a commercial use;

B. {Must} **SHALL** comply with the parking requirements of this title.

17.48.230 - Shopping centers.

These standards are intended to ensure that shopping centers are compatible with their surrounding areas and contribute to the unique community character of the Town of Middletown. Shopping centers in the GC district are subject to the requirements of the district in which located except as herein provided:

A. – B. *{Unchanged}*

C. All buildings ~~{must}~~ **SHALL** be setback at least fifty (50) feet from any property line and one hundred (100) feet from a street line;

D. Parking ~~{must}~~ **SHALL** be provided at the minimum ratio of five point five (5.5) parking spaces for each one thousand (1,000) square feet of total floor area;

E. Access ~~{must}~~ **SHALL** be on AN ~~{a-minor}~~ arterial **STREET** as designated in the town ~~{master}~~ **COMPREHENSIVE** plan;

F. A buffer yard one hundred (100) feet wide ~~{must}~~ **SHALL** be provided on the site in all instances where the site adjoins an R district. The buffer yard shall be naturally landscaped, have no impervious cover and shall not be used for building, parking, loading or storage purposes;

G. When adjacent to an R district except for street frontage, ~~{a screen planting as approved by the planning commission and at least six feet in height must be provided along the R district boundary}~~ **LANDSCAPE SCREENING AT LEAST SIX FEET IN HEIGHT SHALL BE PLANTED ALONG THE R DISTRICT BOUNDARY. THE LANDSCAPE SCREENING PLANS SHALL BE APPROVED BY THE PLANNING COMMISSION FOLLOWING SPECIAL EXCEPTION USE APPROVAL;**

H. – J. *{Unchanged}*

K. Shopping centers shall receive architectural review approval by the Middletown Planning Commission **FOLLOWING SPECIAL EXCEPTION USE APPROVAL.**

17.48.240 - Vehicle repair and service—GC and SC/LM districts.

Vehicle repair and service facilities in a GC and SC/LM district are subject to the requirements of that district except as herein provided:

A. All repairs ~~{must}~~ **SHALL** be conducted entirely within an enclosed building.

B. Vehicle parking or storage shall not be permitted in any yard area adjacent to an R district.

C. Screening as approved by the planning commission **FOLLOWING SPECIAL EXCEPTION USE APPROVAL** shall be required along all R district boundaries.

D. All buildings ~~{must}~~ **SHALL** be set back at least forty (40) feet from the front yard line. In the GC district, all buildings ~~{must}~~ **SHALL** be set back forty (40) feet from all side yard and rear yard lines. In the SC/LM district, all buildings ~~{must}~~ **SHALL** be set back twenty (20) feet from all side yard and rear yard lines.

E. Vehicles repaired shall be limited to automobiles and trucks, not to include tandem axle or tractor trailer trucks.

F. In no case shall the sign identifying the business exceed fifty (50) square feet in size.

17.48.250 - Vehicle repair and service—Town commercial district.

Vehicle repair and service facilities in a town commercial district are subject to the requirements of that district except as herein provided:

A. All repair work ~~{takes place}~~ **SHALL BE PERFORMED** within the building.

B. Parking space requirements to be determined by site plan **REVIEW OF THE PLANNING COMMISSION AFTER SPECIAL EXCEPTION APPROVAL**.

C. No storage of vehicle parts or machinery shall be allowed outside.

D. Hours of operation shall be addressed by the board of appeals.

E. A ~~{site}~~ **CONCEPT** plan shall be submitted to the planning commission **FOR REVIEW AND RECOMMENDATION**.

17.48.260 - Vehicle sales.

Vehicle sales in a GC district are subject to the requirements of that district except as herein provided:

A. Access ~~{must}~~ **SHALL** be on a major street (**ARTERIAL OR COLLECTOR**) as designated in the Middletown ~~{master}~~ **COMPREHENSIVE** plan. All sites ~~{must}~~ **SHALL** be located as follows:

1. Minimum ~~{offset}~~ **SETBACK** from intersection of street lines: forty (40) feet;
2. Side lot line ~~{offset}~~ **SETBACK**: fifteen (15) feet;

3. Minimum width: ~~twelve (12)~~ **SIXTY-SIX (66)** feet;

~~4. Maximum width: thirty five (35) feet;~~

~~5~~ 4. Minimum separation of access drives on same lot: twenty-five (25) feet.

B. Where the site adjoins an R district the lot shall be screened by a solid wall or a substantial, ~~sightly,~~ solid fence, not less than five feet in height together with a six foot planting strip of shrubs and evergreens on the outside of such fence or wall. A buffer yard of fifty (50) feet wide ~~must~~ **SHALL** also be provided. The buffer yard shall be naturally landscaped, have no impervious cover and shall not be used for building, parking, loading or storage purposes.

C. – D. *{Unchanged}*

17.48.270 - Accessory retail sales and repair.

Accessory retail sales and repair in the SC/LM district are subject to the requirements of that district except as herein provided and modified:

A. – C. *{Unchanged}*

D. Access to the property shall be from a major street (**ARTERIAL OR COLLECTOR**) ~~identified~~ **AS DESIGNATED** in the town ~~master~~ **COMPREHENSIVE** plan.

E. – F. *{Unchanged}*

17.48.280 - Farm supply and hardware sales.

Farm supply and hardware sales in the SC/LM district are subject to the requirements of that district except as herein provided and modified:

~~{A. Must be primarily in a building or accessory structure which was existing on the date of the adoption of this ordinance codified in this title;}~~

~~{B}~~ A. Such a use ~~must~~ **SHALL** have access from a major street (**ARTERIAL OR COLLECTOR**) as ~~identified on~~ **DESIGNATED IN** the town ~~master~~ **COMPREHENSIVE** plan;

~~{C}~~ B. Any area devoted to retail sales of hardware and farm supply ~~must~~ **SHALL** comply with the parking requirements for retail stores or shops as set forth in Section 17.32.060(B);

~~{D}~~ C. Expansion or additions to buildings or properties containing such uses shall be permitted subject to the above requirements and the general requirements of that district. ~~{Site}~~

CONCEPT plan approval for any such expansion or addition ~~{must receive approval by}~~ **SHALL BE SUBMITTED TO** the Middletown planning commission **FOR REVIEW AND RECOMMENDATION;**

~~{E}~~ **D .** In no case shall the sign identifying the business exceed fifty (50) square feet in size.

17.48.290 - Repair services.

Repair services in the SC/LM district are subject to the requirements of that district except as herein provided and modified:

A. One parking space per three hundred (300) square feet of gross floor area shall be provided.

B. Access shall be from a major street (**ARTERIAL OR COLLECTOR**) as ~~{identified}~~ **DESIGNATED** in the town ~~{master}~~ **COMPREHENSIVE** plan.

C. In no case shall the sign identifying the business or businesses located on the premises or within the building exceed fifty (50) square feet in size. Such a sign shall be located on the building and not be free standing and otherwise conform to Chapter 17.36.

17.48.300 - Light manufacturing.

Light manufacturing uses in the SC/LM district are subject to the requirements of that district except as herein provided:

A. Such request shall be accompanied by a certification by a registered engineer or architect that fumes, odors, dirt, vibration or noise produced by the use will not be detectable at the lot line.

B. Access shall be from a major street (**ARTERIAL OR COLLECTOR**) as ~~{identified on}~~ **DESIGNATED IN** the town ~~{master}~~ **COMPREHENSIVE** plan.

C. All storage of goods and material shall be within a completely enclosed structure.

17.48.310 - Multifamily dwellings and townhouses.

Multifamily dwellings and townhouses in the R-2 residential districts are subject to the requirements of that district except as herein modified and provided:

A. – B. *{Unchanged}*

C. The proposed multifamily dwelling or townhouse development shall be accessed ~~to~~ **FROM** a major street (**ARTERIAL OR COLLECTOR**) as ~~identified~~ **DESIGNATED** in the town ~~master highway~~ **COMPREHENSIVE** plan.

D. ~~[Multifamily dwellings shall receive site plan approval from]~~ **A CONCEPT PLAN SHALL BE SUBMITTED TO** the planning commission **FOR REVIEW AND RECOMMENDATION**, and townhouse development shall be in accordance with Section 17.16.080.

17.48.320 - Restricted vehicles in residential districts.

Restricted vehicles parking in the residential districts are subject to the requirements of those districts except as herein modified and provided:

~~[A. Subject to site plan approval by the Middletown planning commission for the purpose of obtaining a special exception from the Middletown board of appeals as provided in Section 17.32.150, which at a minimum shall address screening and setbacks;]~~

~~[B.]~~ **A. THE GRANTING OF A SPECIAL** ~~[Special]~~ **exception TO A SPECIFIC PROPERTY OWNER FOR A SPECIFIC VEHICLE IS AUTHORIZED ONLY FOR THAT PROPERTY OWNER AND ONLY FOR THAT SPECIFIC VEHICLE, AND THE GRANT OF THE SPECIAL EXCEPTION IS NON-TRANSFERABLE** ~~[approval is granted for specific property owners for specific properties]~~ and shall not run with the land.

17.48.330 - Antique malls.

Antique malls in the ~~[SC/LI]~~ **SC/LM** district are subject to the requirements of that district except as herein modified and provided:

~~[A. Must be located within a structure that exists as of the adoption of the ordinance codified in this title;]~~

~~[B.]~~ **A. [Site] CONCEPT plan REVIEW AND RECOMMENDATION** ~~[approval]~~ is required by **THE MIDDLETOWN** planning commission to include **A** parking designated area and ~~[sidewalk]~~ **SIDEWALKS**;

~~[C.]~~ **B. Hours of operation shall be addressed by the board of appeals;**

~~[D.]~~ **C. Parking shall be provided at a rate of one space per three hundred (300) square feet of leasable floor area;**

~~[E.]~~ **D. Signs shall be limited to fifty (50) square feet in size and shall be affixed to the building;**

~~[F.]~~ E. The property ~~[must]~~ **SHALL** have access to a street identified as ~~[a]~~ **AN ARTERIAL OR** collector street ~~[or greater]~~ as **DESIGNATED** ~~[identified]~~ in the town ~~[master]~~ **COMPREHENSIVE** plan.

17.48.340 - Self-storage.

Self-storage facilities in the ~~[town]~~ **GC AND SC/LM** commercial ~~[district]~~ **DISTRICTS** are subject to the requirements of ~~[that]~~ **THE DISTRICT IN WHICH THE PROPERTY IS LOCATED** except as provided in this ~~[chapter]~~ **SECTION**:

A. **MIDDLETOWN** planning ~~[and zoning]~~ commission shall have architectural review and size limitation authority and may require drawings, elevations and plans as necessary;

B. ~~[Access to self storage shall be controlled as to hours and location]~~ **THE HOURS TO WHICH ONE MAY HAVE ACCESS TO THE SELF-STORAGE FACILITY SHALL BE LIMITED AS ESTABLISHED BY THE BOARD OF APPEALS;**

C. ~~[Parking shall be provided as required by the planning commission]~~ **THE PROPERTY SHALL HAVE ACCESS TO A STREET WHICH IS DESIGNATED IN THE TOWN COMPREHENSIVE PLAN AS AN ARTERIAL OR COLLECTOR STREET.**

D. ~~[Site]~~ **CONCEPT** plan, **INCLUDING PARKING PROVISIONS, REVIEW AND RECOMMENDATION** ~~[approval]~~ **required BY THE PLANNING COMMISSION;**

E. This use may be permitted only as an accessory use to a primary business.

17.48.350 - Commercial tour bus parking.

Commercial tour bus parking facilities in the SC/LM district are subject to the requirements of that district except as modified in this chapter:

A. ~~[Site]~~ **CONCEPT** plan **REVIEW AND RECOMMENDATION** ~~[approval]~~ by the Middletown planning commission for commercial tour bus parking is required; at a minimum the ~~[site]~~ **CONCEPT** plan shall require:

1. Minimum fifty (50) foot setback and naturally landscaped buffer and screening from all residential ~~[zones]~~ **DISTRICTS;**

2. All parking areas be paved and provide a paved turnaround with no backing onto public streets permitted;

3. All lighting is directed on-site;

4. Proposed sign sizes and location.

5. **MINIMUM LOT AREA OF FORTY THOUSAND (40,000) SQUARE FEET**

B. **THE HOURS** ~~{Hours}~~ of operation and schedule of arrivals and departures shall be ~~[considered]~~ **LIMITED AS ESTABLISHED** by the board of appeals ~~[in determining if the site is appropriate for the tour bus parking facility].~~

C. – E. *{Unchanged}*

F. THE PROPERTY SHALL HAVE ACCESS TO A STREET WHICH IS DESIGNATED IN THE TOWN COMPREHENSIVE PLAN AS AN ARTERIAL OR COLLECTOR STREET.

17.48.370 – **RESERVED** ~~{Offices for interior design services.~~

~~In the R-3 district, offices for interior design services are subject to the requirements of that district and the following requirements:~~

~~A. There may be no exterior evidence, other than a permitted sign not exceeding two square feet, to indicate that the building is being used for any purpose other than residential purposes;~~

~~B. No display or show window shall be permitted;~~

~~C. No more than four persons, excluding clients or prospective clients, may be present within the office at any one time;~~

~~D. Sufficient off-street parking in the side or rear yard must be provided with a minimum of one space per employee or office worker plus three additional spaces;~~

~~E. The hours of operation during which the office may be open to clients and prospective clients shall be determined at the time that the special exception is considered and granted by the board of appeals.]~~

17.48.380 - Business ~~{and}~~ **WITH** warehouse facilities.

The following provisions shall apply to business and warehouse facilities in the R-3 District:

A. – C. *{Unchanged}*

D. A ~~{site}~~ **CONCEPT** plan for the storage facility shall be submitted to the planning commission for review and ~~{approval}~~ **RECOMMENDATION**. In its review, the planning

commission shall consider any prior uses of the property on which the facility is to be located, the extent to which the facility and its appearance will conform to and harmonize with the surrounding R-3 neighborhood, and any other factors deemed appropriate to the commission. The planning commission **MAY MAKE RECOMMENDATIONS REGARDING SIZE LIMITS** ~~[shall have size limitation authority]~~ and may require drawings, elevations and plans as necessary;

E. – F. *{Unchanged}*

17.48.390 - Community centers, **PLACES OF WORSHIP, LIBRARIES AND PUBLIC SCHOOLS.**

The following conditions shall be satisfied in order to grant a special exception for a community center in the residential districts:

A. – D. *{Unchanged}*

E. Screening and buffers ~~[must]~~ **SHALL** be provided **AND SHALL BE REVIEWED BY THE PLANNING COMMISSION AS PART OF THE CONCEPT PLAN REVIEW AND RECOMMENDATION PROCESS.**

F. At the time of ~~[site]~~ **CONCEPT** plan ~~[application]~~ **SUBMISSION**, a statement identifying all accessory uses including hours of operation, frequency of activity, and average number in attendance shall be submitted for review and approval by the planning commission.

G. In making their determination, the board of appeals should consider particularly the effect upon adjacent property of the following:

1. Signs and lighting;
2. Extent and appearance of structure(s);
3. Traffic generation and movement;
4. Parking and loading;
5. Emission of noise, odors, fumes, vibration or other hazards.

H. **ACCESS: THE LOT SHALL HAVE DIRECT ACCESS TO OR HAVE ACCESS WITHIN TWO HUNDRED (200) FEET OF A COLLECTOR ROAD.**

17.48.410 - Parking lots in R-2 districts.

In the R-2 district, parking lots are subject to the requirements of that district and shall satisfy the following requirements:

- A. The parking lot ~~{must}~~ **SHALL** be situated on property which adjoins a commercial use;
- B. The parking lot shall be used for parking for the adjoining commercial use;
- C. The parking lot shall be ~~{paved with concrete or bituminous paving material or other}~~ A dust free surface. The location of the parking lot paved area shall comply with a setback requirement of thirty-five (35) feet for the front yard and twenty (20) feet for side yards. The parking area shall be enclosed by fencing along the front yard which shall be no greater than four feet high. Appropriate signage shall be placed in a clearly visible location at the entrance to advise the public that the use of the parking lot is restricted to those patronizing the adjoining commercial use or establishment;
- D. A ~~{site}~~ **CONCEPT** plan for the parking lot shall be submitted to the planning commission for review and ~~{approval}~~ **RECOMMENDATION**. In its review, the planning commission shall consider the extent to which the parking lot and its appearance will conform to and harmonize with the surrounding R-2 neighborhood, and any other factors deemed appropriate to the commission. ~~{the}~~ **THE** planning commission will require drawings, lighting plans, elevations and plans as necessary;
- E. The parking lot must be in compliance with Frederick County stormwater requirements;
- F. Once the adjoining commercial use no longer exists the impervious surface will be removed and the property returned to a stabilized condition and consistent with residential development in the R-2 district.

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



BURGESS AND COMMISSIONERS OF MIDDLETOWN

GENERAL CAPITAL IMPROVEMENT BUDGET

FY 2016 - FY 2020

	FY '16	FY '17	FY '18	FY '19	FY '20
INCOME					
CASH RESERVES	\$1,186,719	\$1,117,767	\$501,610	\$313,170	\$264,087
INTEREST INCOME	\$2,967	\$2,794	\$1,254	\$783	\$660
OPERATING INCOME From Previous Years	\$304,008	\$241,894	\$300,000	\$350,000	\$400,000
PROGRAM OPEN SPACE and Community Parks & Playground	\$144,205	\$6,000			
Loan - West Green Street	\$1,000,000	\$700,000			
OTHER					
SUB-TOTAL	\$2,637,899	\$2,062,455	\$808,864	\$663,953	\$664,747
PROJECTS					
Highways & Streets					
1.00 WEST GREEN STREET IMPROVEMENTS	\$1,000,000	\$700,000	\$123,866	\$123,866	\$123,866
1.83 Broad St. - Franklin Street (Inlets and Road Reconstruction)	\$20,000	\$250,000			
2.17 Manda Drive - Mill & Overlay			\$125,000		
2.33 Lombardy Court - Selective Patching, Mill & Overlay		\$78,000			
2.50 Broad St. - Main to Locust Alley (Road Reconstruction)		\$200,000			
2.50 Manda Court - Mill & Overlay			\$68,000		
Franklin St. to Walnut Pond - Selective Patching, Mill & Overlay	\$60,000				
Linden Blvd. (Broad Street to Pine Street)					\$25,000
Linden Blvd. Culvert Replacement			\$20,000	\$100,000	
Locust Blvd. & Court (Road Reconstruction)		\$275,000	\$140,000		
Prospect St. (Road Reconstruction)				\$35,000	\$315,000
Young Branch Drive - Mill & Overlay					\$95,000
SWM Fence Replacements	\$21,984	\$32,045			
Recreation & Culture					
Walking Trail Land Acquisition - East Main Street to Linden Blvd (100% POS Grant - Town Share \$0)	\$25,750				
Middletown Park - Skatespot (75% Grant POS; 25% Skateboard Group - Town Share \$0)	\$12,150		\$8,028		
Remsberg Park - Bleachers (90% Grant POS; 10% Town \$1,215)	\$45,000				
Remsberg Park - Walking Trail and Bridge over Cone Branch Creek (90% Grant; POS 10% Town \$4,500)	\$25,076				
Remsberg Park - Totlot (90% Grant POS; 10% Town \$2,508)	\$47,872				
Wiles Branch Park - Dog Park (75% Grant CP&P 25% Town Share \$11,968)	\$3,100				
Wiles Branch Park - Shingle Replacements	\$24,100				
Foxfield Walking Path & Booster Station Overlay	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Middletown Valley Historical Society (Recurring Annual Donation - Operating Expenses \$5,000)					
General Services Administration & Operations					
Municipal Center - HVAC Replacement	\$90,000				
Municipal Center - Carpet Replacement 2nd Floor	\$20,000				
Municipal Center - Boiler Replacement to Natural Gas	\$30,000				
Maintenance Facility HVAC Mini-Split System	\$4,500				
Truck Replacements and New Trucks	\$65,000			\$130,000	
Backhoe Replacement Lease (4 years)	\$15,200	\$15,200			\$6,200
Computer Replacements (3 Computers/Year)	\$5,400	\$5,600	\$5,800	\$6,000	\$6,200
SUB-TOTAL	\$1,520,132	\$1,560,845	\$495,694	\$399,866	\$570,066
SURPLUS/(DEFICIT)	\$1,117,767	\$501,610	\$313,170	\$264,087	\$94,681

Town of Middletown
Water Sewer Fund
Capital Improvement Program

Main Street Waterline Reservoir Cover Replacement Loans

		Burgess and Commissioners of Middletown				
		Water & Sewer Capital Improvement Program				
		FY 2016 - FY 2020				
INCOME		FY '16	FY '17	FY '18	FY '19	FY '20
	CASH Reserves	\$120,000	\$262,676	\$352,500	\$821,854	\$815,123
	DEBT SERVICE FEE - NEW HOMES	\$138,800	\$149,400	\$156,400	\$161,600	\$166,800
	CAPITAL IMPROVEMENT FEE	\$139,464	\$150,192	\$160,920	\$171,648	\$178,800
	Inflow & Infiltration - Reserve Account	\$75,000		\$420,000		
	Land Leases	\$184,642	\$192,028	\$199,709	\$207,697	\$216,005
	Tap Fees (See Growth Projections)	\$1,060,000	\$700,000	\$520,000	\$20,000	\$20,000
	Main Street Waterline Loan	\$2,250,000	\$2,250,000			
	Reservoir Cover Loan		\$800,000			
	Total Revenue	\$3,967,906	\$4,504,296	\$1,809,529	\$1,382,799	\$1,396,728
Debt Service						
	WATER STORAGE TANK LOAN	\$111,820	\$111,806			
	EAST WWTP LOAN	\$241,265	\$241,265	\$241,265	\$241,265	\$239,265
	MAIN STREET WATERLINE & RESERVOIR LOAN	\$60,540	\$193,564	\$326,411	\$326,411	\$326,411
DEVELOPMENT PROJECTS						
	Brookridge WTP (Loan Payments)	\$200,000	\$201,361			
	<i>Outstanding Balance - \$401,361.82</i>					
	Total Debt Service	\$613,625	\$747,995	\$567,676	\$567,676	\$565,676
Net Income		\$3,354,281	\$3,756,300	\$1,241,854	\$815,123	\$831,053
Projects						
Ranking	SYSTEM UPGRADE PROJECTS					
	WATER SYSTEM					
	Well #15 Iron & Manganese Removal	\$160,000				
1.00	Main Street Waterline Program	\$2,000,000	\$2,500,000			
1.33	Reservoir - Dual Feed Cover/Liner Replacement	\$440,000	\$360,000			
1.50	Stream Erosion - Well Field Restoration	\$125,000				
	Reservoir - Fence Replacement/Relocation	\$38,105				
	Well Fields - Scada Control System		\$27,800			
	Booster Station - Replace Starters with VFD's		\$125,000			
	Booster Station - Pump Bypass Connections	\$8,000	\$15,000			
	Water Distribution - Repair PRV Vault & Hydrants & PLD Listening					
	Ford Transit Van - Meter Tech Vehicle	\$46,500				
	Locust Blvd & Locust Court Waterline Replacement		\$310,000			
	Broad St. to East Green St. Waterline Replacement	\$40,000				
	WASTEWATER SYSTEM					
	West WWTP - Curtain Replacement	\$60,000				
	West WWTP - Aerator Replacement	\$8,000				
	East WWTP - Bar Screen Refurbishment	\$40,000				
	East WWTP - Influent Flume & Ultrasonic Meter		\$14,000			
	East WWTP - Sludge Mag Meter		\$8,000			
	Inflow & Infiltration	\$75,000		\$420,000		
	Brookridge PS Vault Magmeter & Cabinet		\$11,000			
	Brookridge PS - 3 Phase VFD and New Pump Installation	\$20,000				
	Cone Branch PS - New Pumps	\$31,000	\$33,000			
	Total Projects	\$3,091,605	\$3,403,800	\$420,000	\$0	\$0
Surplus / Deficit		\$262,676	\$352,500	\$821,854	\$815,123	\$831,053

FREDERICK COUNTY SHERIFF'S OFFICE

HEADQUARTERS FREDERICK COUNTY LAW ENFORCEMENT CENTER

110 Airport Drive East
Frederick, Md. 21701
301-600-1046
301-600-1527 (Fax)
301-600-7655 (TTY)

JUDICIAL OPERATIONS

100 W. Patrick Street
Frederick, Md. 21701
301-600-2162
301-600-3690 (Fax)



CHARLES A. JENKINS
SHERIFF

DETENTION CENTER/ CENTRAL BOOKING

7300 Marcie's Choice Lane
Frederick, Md. 21704
301-600-2550 (D.C.)
301-600-2566 (D.C. Fax)
301-600-1790 (C.B.)
301-600-1791 (C.B. Fax)

WORK RELEASE CENTER

7281 Marcie's Choice Lane
Frederick, Md. 21704
301-600-1727
301-600-3404 (Fax)

CONTRACT FOR LAW ENFORCEMENT SERVICES

WHEREAS the Burgess and Commissioners of Middletown, an incorporated municipality of Frederick County, desire to enter into an agreement with the Sheriff of Frederick County and the Frederick County, Maryland, a body politic and corporate, for the provision of law enforcement services by the Frederick County Sheriff's Office for the Town of Middletown.

NOW THEREFORE THIS AGREEMENT, made this _____ day of _____, 2015, by and between Sheriff Charles A. Jenkins, Sheriff of Frederick County, hereafter referred to as the "Sheriff", Frederick County, Maryland, a body politic and corporate, hereafter referred to as the "County", and the Burgess and Town Commissioners of Middletown, an incorporated municipality located within Frederick County, in the State of Maryland, hereafter referred to as the "Municipality" agree as follows:

The Sheriff, pursuant to the rules and regulations pertaining to the provision of contract services by the Frederick County Sheriff's Office, a copy of which is attached in this agreement as Exhibit "A", and in consideration of the promises of the Municipality, does hereby detail regular assignment to the said Municipality three (3) uniformed Frederick County Sheriff's deputies.

The said uniformed deputies shall commence services as of July 1, 2015. The Sheriff, pursuant

to his authority as chief law enforcement officer for Frederick County, does hereby assign three (3) deputies to the Town of Middletown, Frederick County, in addition to the regular complement of deputies assigned law enforcement responsibilities throughout the geographic area of Frederick County.

This agreement shall cover the period from July 1, 2015 through June 30, 2016. This agreement shall be automatically renewed from year to year unless the Municipality shall give written notice to the Sheriff at least six (6) months prior to the expiration of any renewal term of its intention not to renew said agreement at the conclusion of the then current term.

In return for the assignment of said Sheriff's deputies, the Municipality hereby promises and agrees to pay an amount equal to one hundred percent (100%) of the reasonable and proper costs of the assigned deputies as determined by the Sheriff of Frederick County. The costs shall be set forth as Exhibit "B" and shall be attached hereto, and incorporated herein. For each successive year this agreement remains in force, the annual certification of costs determined by the Sheriff shall be attached hereto as the then current Exhibit "B" and shall become a part hereof.

The Sheriff retains the right to adjust operating costs to reflect those actually incurred during the course of a particular fiscal year in which the agreement is in effect, but any increase in costs will not exceed 10% of the total budget contained in Exhibit "B". The Municipality shall be notified by the Sheriff of any price escalation or de-escalation in writing as soon as possible, but in any event, no later than thirty (30) days from the time the Sheriff becomes aware of the cost fluctuation. The Sheriff may, from time to time, amend Exhibit "B" of this agreement, provided the above notification has been made and that any increase in cost will not exceed 10% of the total budget contained in Exhibit "B".

At least sixty (60) days prior to the end of the term of this agreement or any renewal hereof, the Sheriff shall estimate the reasonable and proper costs of the contracted services for the following term and shall so advise the Municipality.

In the event an increase greater than 10% is required, and the parties are unable to reach an agreement on how to fund the additional costs, either party may terminate this contract upon 30 days notice to the other party.

Payment for the current term of this agreement (one hundred percent [100%] of the reasonable and proper costs as determined by the Sheriff in accordance with Exhibit "B") shall be made by the Municipality to Frederick County on a quarterly basis when billed to the Municipality by the Frederick County. In the event that any payment due under the terms of this agreement remains unpaid for a period of thirty (30) days beyond the date when such payment is due, the Sheriff and Frederick County reserve the right to terminate this agreement, in addition to pursuing any other available remedies to obtain the amount due under this agreement.

The Municipality agrees that the operation of the contracted law enforcement services will be governed by the Sheriff's Office Rules and Regulations for the Provision of Contracted Services, a copy of which is attached hereto as Exhibit "A". The Sheriff may, from time to time, amend said regulations. Prior to amending said regulations, the Sheriff shall send a copy of the proposed amendment(s) to the Municipality at least thirty (30) days prior to their effective date, to allow the Municipality an opportunity to review and comment upon the proposed amendments to the regulation(s).

Frederick County shall provide law enforcement liability insurance to cover the provision of law enforcement services under this agreement.

This writing contains the full and final agreement between the parties and may only be amended in writing, signed by the parties and attached hereto as an amendment.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____ 2015.



Sophia Adams
Witness



Charles A. Jenkins, Sheriff
Frederick County, Maryland

ATTEST:

Douglas Browning
Chief Administrative Officer

Jan H. Gardner, County Executive
Frederick County, Maryland

BURGESS AND COMMISSIONERS OF
MIDDLETOWN:

Andrew Bowen
Town Administrator

John D. Miller, Burgess
Middletown, Maryland

Approved as to form this _____ day of _____ 2015:

County Attorney
Frederick County, Maryland

FREDERICK COUNTY SHERIFF'S OFFICE
RULES AND REGULATIONS
FOR
THE PROVISION OF CONTRACT SERVICES

1. Sheriff's deputies involved in the provision of contract services will remain under the direct control of the Frederick County Sheriff's Office. They will be supervised by the Commander of Patrol Operations or their designate. All organizational orders, regulations, and directives apply with full force to these deputies.

2. In keeping with contemporary management principles whereby no person should have more than one immediate supervisor, deputies providing contract services shall receive orders by normal communication channels through the Sheriff's Office Patrol Operations Commander or their designate. The principal executive of the contracting jurisdiction or their designate shall deal with the Patrol Operations Commander or their designate on all matters concerning the duties or performance of the deputies assigned to their community on a contract basis.

3. Matters concerning working hours shall be arranged by the Patrol Operations Commander or their designate based on the needs of the contractee, considering input from the Municipal representative and the assigned deputy.

4. Deputies providing contract services shall be in uniform at all times during regular working hours unless a specific need arises and special permission is given by the Patrol Operations Commander or their designate to work in civilian attire. The uniform of the day shall be governed by the normal Sheriff's Office policy.

5. The deputies assigned to a municipality to provide contract services shall not leave their agreed upon patrol area without the permission of the Patrol Operations Commander or their designate.

6. The Sheriff's Office will not remove deputies providing contracted services from their assigned Municipality for use on searches for missing persons, manhunts, etc., except in emergency cases. If the Sheriff, Chief Deputy, Law Enforcement Bureau Chief, Operations Division Commander, or Patrol Operations Commander deem this action as necessary, the deputies providing contract services shall be relieved to return to their assigned Municipality as soon as reasonably possible.

7. From time to time, there will be conferences, meetings, training sessions, and/or other occasions wherein the contracted deputy's presence will be required. Such events will be kept to a minimum. The contracting Municipality will be notified of such absences prior to any scheduled absence. The Sheriff's Office is not obligated to provide special coverage beyond the normal coverage afforded Frederick County during such absences.

8. If the terms of the contract specify that law enforcement services are to be limited to a patrol area, shift or certain duties, the Patrol Operations Commander or their designate and contracted deputies will be guided by those terms. If the Patrol Operations Commander or their designate has good and sufficient reasons to alter or rearrange any work conditions specified in the contract, he will obtain concurrence from the Chief Executive of the Municipality concerned.

9. Deputies who are assigned to a Municipality on a contract basis shall not direct traffic at church or school crossings without the specific approval of the Patrol Operations Commander or their designate. They will not collect

money from parking meters or otherwise attend them.

10. The Sheriff's Office is not required to provide special fill-in coverage for contracted deputies during regular leave, vacation, and short periods of sick leave (one to five days). The normal coverage afforded Frederick County will be provided by the Sheriff's Office during such absences.

11. The names of deputies assigned to Municipalities for the provision of contract services will be listed among Sheriff's Office members assigned to Patrol Operations Division with the name of the jurisdiction to which they are assigned to provide contract law enforcement services.

12. Contracted deputies will normally be expected to work a forty-hour week consisting of one shift per working day. After hours, and when on days off, calls for service will be handled by the Sheriff's Office.

13. Any other law enforcement officers working within the jurisdiction contracting with the Sheriff's Office for law enforcement services will work in cooperation with the deputies providing contract services. If these conditions exist, the contracted deputy will be advised of all law enforcement activities in his/her assigned area.

14. A deputy assigned to provide contract services shall be required to have a listed telephone in his/her home. The deputy will maintain contact with the Sheriff's Office Operations Division while on duty. He/she will be available for recall to duty in cases of emergency on the same basis as other members of the Sheriff's Office.

15. Selection of deputies to be assigned to Municipalities for the provision of contract services shall be by the Law Enforcement Bureau Chief with recommendations from the Operations Division Commander and Patrol Operations Commander and approval of the Sheriff.

16. Deputies providing contract services shall enforce local ordinances of the contracting jurisdiction as well as state motor vehicle and criminal law.

17. Supplies, equipment, and maintenance will be obtained from the Sheriff's Office through the Operations Division. Car, radio, and other equipment repairs will be made in accordance with existing Sheriff's Office policies and procedures. A spare vehicle shall be furnished when necessary. No contracted deputy will make arrangements for any services outside the Sheriff's Office policies and procedures without approval of the Patrol Operations Commander or their designate.

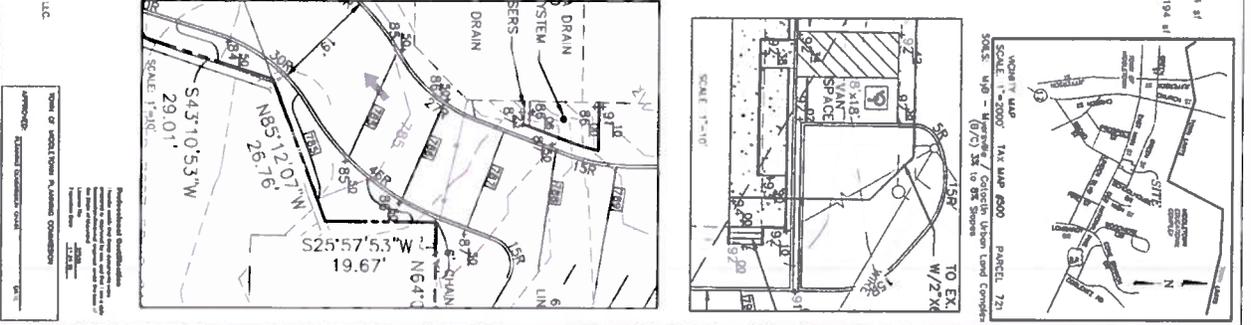
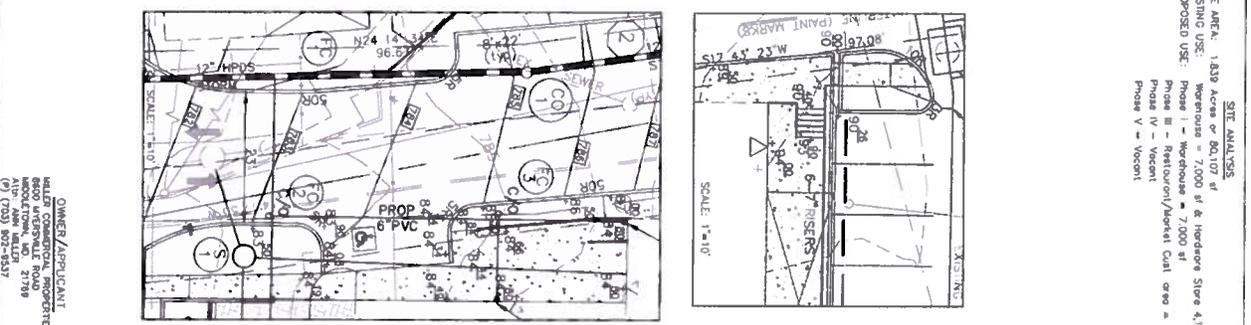
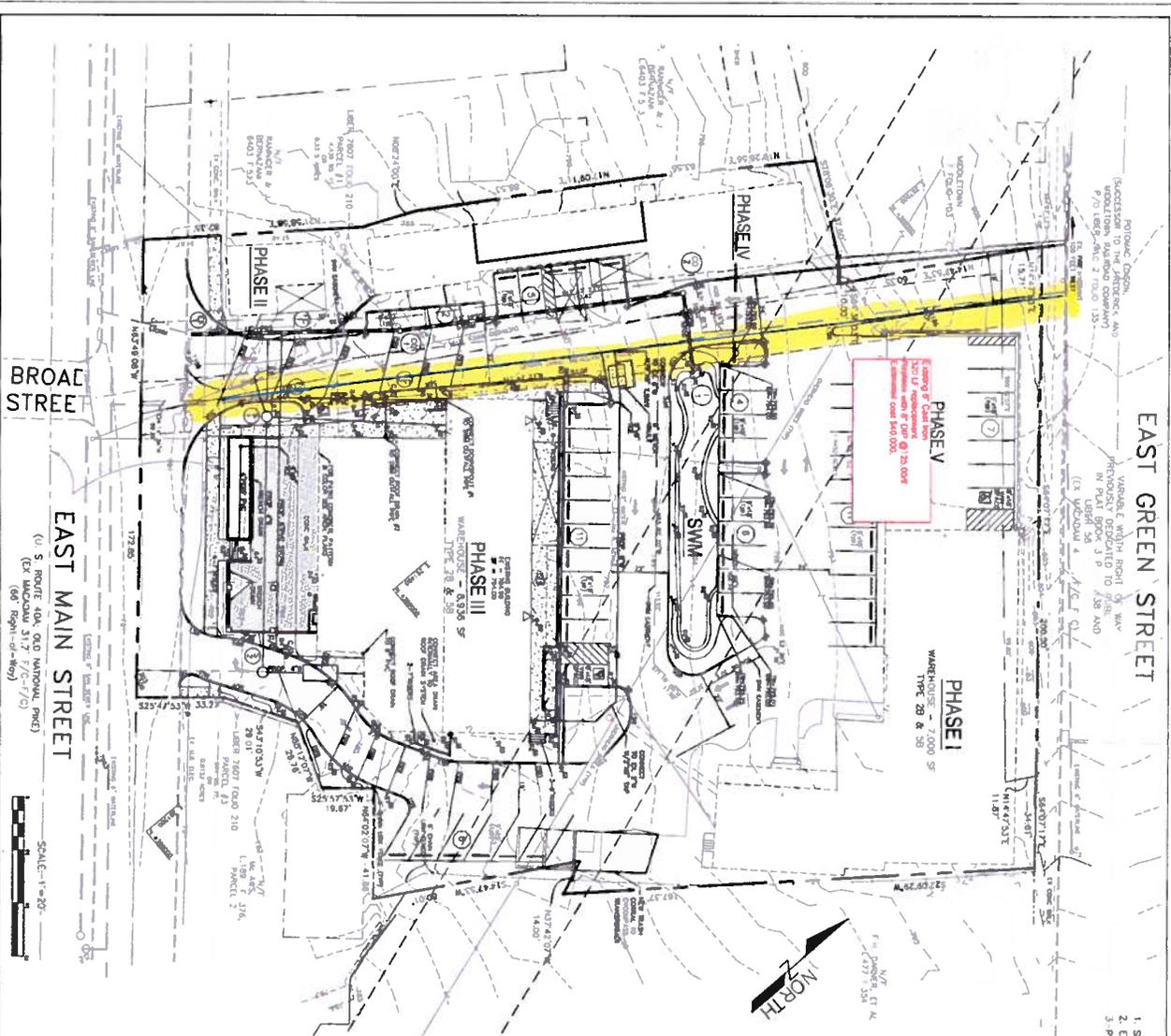
18. Deputies involved in the provision of contract services for the Sheriff's Office shall retain all the rights and privileges of Sheriff's Office personnel.

19. Community deputies assigned to the town of Middletown shall be provided office space at City Hall or other appropriate location. Deputies shall not spend an undue amount of time in the office performing administrative duties.

20. Records of the activities of the Community Deputies will be maintained by the Sheriff's Office. This data will include such information as details of calls for service (type, time of day, location, response time, etc.), assistance provided, and number and types of arrests. The data will be stored in the main agency database; and will be entered so that information specific to the Community Deputies can be extracted.

FREDERICK COUNTY SHERIFF'S OFFICE
Costs for Contract Services - FY 2016
Town of Middletown

	<u>DFC Griffin</u>	<u>DFC Hewitt- Angleberger</u>	<u>DFC Mostoller</u>
Salary & Benefits:			
Salary	\$72,522	\$68,284	\$68,284
Overtime (Estimate of salary plus benefits)	\$2,500	\$2,500	\$2,500
Benefits:			
FICA	\$5,739	\$5,415	\$5,415
Worker's Compensation	\$1,741	\$1,642	\$1,642
Health Insurance	\$6,880	\$0	\$20,021
Retirement	\$14,359	\$13,520	\$13,520
Life Insurance	\$226	\$213	\$213
Unemployment	\$101	\$101	\$101
Dental	\$60	\$60	\$60
Retiree Health Benefits	\$5,316	\$5,316	\$5,316
Liability Insurance	\$600	\$600	\$600
Motor Vehicle Operations & Maintenance:			
Vehicle depreciation, insurance, repairs & fuel costs	\$10,700	\$10,700	\$10,700
Equipment & Supplies:			
Uniforms & Equipment	\$650	\$650	\$650
Cleaning Allowance	\$600	\$600	\$600
TOTAL	\$121,994	\$109,601	\$129,622
TOTAL FOR THREE DEPUTIES		\$361,217	



MILLER COMMERCIAL PROPERTY
SITE PLAN
 121 & 203 EAST MAIN STREET
 TAX ID: 03-136094 & 03-136108
 TOWN OF MIDDLETOWN
 MIDDLETOWN ELECTION DISTRICT 3
 FREDERICK COUNTY, MARYLAND

OWNER/APPLICANT
 MILLER COMMERCIAL PROPERTIES, LLC
 800 WOODLAWN RD. #2709
 AID: ANN ARBOR MI 48106
 (734) 803-8237

SCALE: 1"=20'

DATE: 03/19/2014
 SHEET 1 OF 1
 TEL NO. 131-005

CMS CIVIL ENGINEER
 CMS ASSOCIATES, LLC
 4925 Ellis Lane
 Ellicott City, Maryland 21043
 Tel: (410) 688-2436
 Contact: Geoffrey L. Cincera, PE
 www.cms-engineering.net

ARCHITECT
 SETH HARRY & ASSOCIATES, INC.
 605 MORGAN STATION ROAD
 WOODBINE, MARYLAND 21797
 TEL 410 489 4725 FAX 410 410 489 7554
 www.setharry.com
 & PROGRESSIVE AE



Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Mark J. Belton, Secretary
Mark L. Hoffman, Acting Deputy Secretary

- BURGESS
- ADMINISTRATION
- PUBLIC WORKS
- PLANNING & ZONING
- WATER & SEWER

June 22, 2015

RECEIVED

JUN 23 2015

Dear Community Parks and Playgrounds Program Applicant:

TOWN OF MIDDLETOWN, MD

The Maryland Department of Natural Resources is now accepting grant proposals for the Community Parks and Playgrounds Program (CP&P). These proposals will be reviewed and considered for submission to the Maryland General Assembly as part of the Governor's FY2017 budget proposal.

Maryland's CP&P is designed to enhance the livability of communities by creating, restoring or enhancing parks, playgrounds and other open spaces. For applications submitted for FY2017 funding, applicants are once again encouraged to emphasize those projects that offer public benefits enhancing quality of life in existing population centers and demonstrating the use of low environmental impact development techniques, materials and management.

If you would like to apply for CP&P project assistance, please complete the items listed on the "Grant Proposal List", "Community Parks and Playgrounds Application and Project Agreement", "Project Details" and "Supporting Documents". All application materials may be accessed at http://www.dnr.state.md.us/land/pos/cpp_grantsprocess.asp. Please submit all required forms and attachments by August 19, 2015.

After reviewing the attached information, if you have any questions concerning the Program or would like a printed copy of the materials, please contact your Program Administrator listed on the back of this letter. We look forward to working with you to enhance the quality of life in your communities through environmentally sustainable park and recreation facilities.

Sincerely,

Hilary Bell, Deputy Director
Land Acquisition and Planning

HB:mls