



AGENDA FOR THE TOWN MEETING

June 22, 2015

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA

- Town Minutes
 - [June 4, 2015 – Public Hearing](#)
 - [June 8, 2015 – Town Meeting](#)

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

PERSONAL REQUESTS FOR AGENDA:

UNFINISHED BUSINESS:

- [Streetscape Project](#)
 - [MOU Review](#)
 - [Easement Areas Requested](#)
 - [Design Elements](#)

NEW BUSINESS:

- Request from Hailey Development to Amend the Number of Units Allowed Per Year

PUBLIC COMMENTS:

ANNOUNCEMENTS:

ADJOURNMENT

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

PUBLIC HEARING

June 4, 2015

The Public Hearing of the Burgess and Commissioners of Middletown was called to order on June 4, 2015 by Burgess Miller at 7:05 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Richard Dietrick, and Christopher Goodman.

PUBLIC HEARING – Constant Yield Tax Rate – The Burgess and Commissioners of Middletown propose a Real Property Tax increase. For the tax year beginning July 1, 2015, the estimated real property assessable base will increase by 4.3%, from \$477,187,167 to \$497,830,172. If Middletown maintains the current tax rate of \$0.232 per \$100 of assessment, real property tax revenue will increase by 4.3% resulting in \$47,892 of new real property tax revenues. The Town is considering not reducing its real property tax rate enough to fully offset increasing assessments. The Town proposes to adopt a real property tax rate of \$0.232 per \$100 of assessment (the same tax rate for the last 20 years). This tax rate is 4.3% higher than the constant yield tax rate and will generate \$47,892 in additional property tax revenues.

With no public comment, the public hearing adjourned at 7:08pm.

PUBLIC HEARING – Water & Sewer Rate Increase – Resolution 15-01 – This resolution is to amend Title 13, Chapter 13.12, Section 13.12.060 of the Middletown Municipal Code for the purpose of revising the rate schedule for water and sewer service for residential user accounts and non-residential user accounts and the amount of the quarter-annual capital improvement fee. Burgess Miller stated that the advertised water & sewer increase is 4% although our proposed budgets show a 3% increase. Commissioner Falcinelli stated that the water & sewer committee is recommending a 4% increase.

With no public comment, the public hearing adjourned at 7:12pm.

PUBLIC HEARING – Operating Budgets FY 2016 – Burgess Miller stated that proposed FY 2016 General Fund operating budget is \$2.7million with a surplus of \$241,894. The proposed water & sewer fund FY 2016 operating budget is \$1.2 million with a surplus of \$2,834.

With no public comment, the public hearing adjourned at 7:20pm.

PUBLIC HEARING – *Amendments to the Floodplain Regulations – Ordinance No. 15-06-01* – An ordinance to repeal and re-enact, with amendments, Title 15, Chapter 15.20 of the Middletown Municipal Code pertaining to regulations and standards for development and construction within designated flood plain zones.

With no public comment, the public hearing adjourned at 7:23pm.

Respectfully submitted,

Ann Griffin
Office Manager

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

REGULAR MEETING

June 8, 2015

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on June 8, 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.

PUBLIC HEARING – Ordinance 15-06-02 – This ordinance is to amend Title 17, Chapter 17.04 to add a definition of the term “impervious surface”; to amend Title 17, Chapter 17.32 of the Middletown Municipal Code to clarify that mobile homes and mobile home courts or parks are prohibited in all districts; to regulate disposal containers in the same manner as storage containers; to repeal off-street parking requirements for condominiums and boarding houses; to provide that off-street parking requirements for indoor sports facilities are subject to site plan approval; to revise the requirements for off-street loading spaces; to delete the requirement that an applicant for demolition permit execute a release, waiver and indemnification agreement prepared by the town; to provide and revise regulations for non-conforming structures and uses; to make other stylistic and grammatical revisions and correct typographical errors.

Burgess Miller had a few changes he would like to be made: 17.32.045 paragraph B) A permit approving the storage or disposal container may be issued by the planning commission change to *The storage or disposal container may be approved by the planning commission.* C) A permit issued by the planning commission for such purpose shall be used in accordance with the conditions placed upon such permit by the planning commission change to *The storage or disposal shall be used in accordance with the conditions placed upon it by the planning commission.* 17.32.230 paragraph E) Site plan fees and parking requirements may be waived upon approval by the Planning Commission change to *Parking requirements may be waived upon approval by the Planning Commission.*

Public hearing adjourned at 7:15pm.

CONSENT AGENDA

Financial Statements

Town Minutes – May 7, 2015 Public Hearing and May 11, 2015

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

PERSONAL REQUESTS FOR AGENDA:

Delegate Kathy Afzali – was present and stated that she has been following up with the State in regards to where the Middletown Streetscape project is. Delegate Afzali stated that she feels confident that this project is on target and now it is just a matter of waiting for final design and funding. Delegate Afzali also informed the Board that on Wednesday, June 3, 2015, the Board of Public Works approved POS funds for Remsberg Park to purchase and install playground equipment, install 1,455 linear feet of walking trail and foot bridge as well as purchase and install bleachers for the multipurpose fields.

Unfinished Business:

Constant Yield Tax Rate – Motion by Commissioner Bussard to approve the constant yield tax rate as presented, seconded by Commissioner Falcinelli. Motion carried 6-0.

Resolution 15-01 – Water and Sewer Rate Increase – This resolution is for the purpose of revising the rate schedule for water and sewer service for residential accounts and non-residential user accounts and the amount of the quarter-annual capital improvement fee.

Burgess Miller stated that the proposed water & sewer budget has a 3% increase and the requested increase from the Water & Sewer Committee is 4% which is what we advertised for.

Motion by Commissioner Falcinelli to approve a 4% rate increase, seconded by Commissioner Ventre. Motion denied 3-3.

Motion by Commissioner Bussard to approve a 3% rate increase, seconded by Commissioner Dietrick. Motion denied 3-3.

Motion by Commissioner Falcinelli to approve a 3.5% rate increase, seconded by Commissioner Ventre. Motion carried 4-2 (Bussard & Miller voting against).

Operating Budgets for FY 2016 – General Fund - Burgess Miller stated that the proposed General Fund budget is \$2,753,899 which is approximately \$7,644 more in expenses from last year.

Motion by Commissioner Falcinelli to approve the General Fund operating budget with the webpage change as presented tonight, seconded by Commissioner Ventre. Motion carried 6-0.

Water & Sewer Fund – Burgess Miller stated that the proposed Water & Sewer Fund budget for FY16 is \$1,281,507 with a surplus of \$2,834. Burgess Miller stated that with the change in water & sewer rate you will have more of a surplus than shown. Commissioner Falcinelli stated that she would like to change the number of rain barrels that we purchase next year to 25 which will also save us money.

Motion by Commissioner Dietrick to approve the Water & Sewer Fund operating budget with the 3.5% rate increase and reduce the number of rain barrels we purchase, seconded by Commissioner Falcinelli. Motion carried 5-1 (Bussard voting against).

Ordinance 15-06-01 – Amendments to the Floodplain Regulations – Motion by Commissioner Ventre to approve Ordinance 15-06-01 as presented, seconded by Commissioner Goodman. Motion carried 6-0.

Ordinance 15-06-02 – Amendments to the Design Standards Regulations – Motion by Commissioner Goodman to approve Ordinance 15-06-02 with the changes presented by Cindy (stated in the public hearing), seconded by Commissioner Bussard. Motion carried 6-0.

REPORTS OF COMMITTEES –

WATER & SEWER – Commissioner Falcinelli reported:

Spring flow – 139,000 gals. Per day, EWWTP treated 185,000 gals. WWTP treated 161,000 gals.

Storm drain inlet filled with leaves on Tobias Run backed up, and also a sewer clog on East Main Street. Commissioner Falcinelli asked that our residents do not put anything that does not go in the sewer or storm drains as this just causes problems and costs the town more in expenses.

No meeting in June.

PUBLIC WORKS – Commissioner Bussard reported:

Pothole patching, Green Street plans have been backed up due to the Streetscape plans being pushed forward with a deadline of June 19, 2015. Ordered the new van for the meter technician on May 16th. It is the property owner's responsibility to cut any tree limbs that hang into the sidewalks. Several grass letters have been sent out to residents for tall grass.

PLANNING COMMISSION – Commissioner Goodman reported:

Sheffler reconsideration letter sent to BOA, BOA not going to review it as their decision stands.
No meeting in June.

PARKS & RECREATION – Commissioner Ventre and Burgess Miller reported:

Burgess Miller attended the POS meeting for Commissioner Ventre, the Town received \$30,700 for Remsberg picnic tables and the Wiles Branch Park pavilion and picnic tables.

Dog Park – Parks Committee met with the residents on May 19, 2015. Gary Madonna, 16 Eastern Circle stated that he has been a resident since 1991 and he absolutely loves Wiles Branch Park, it is maintained well, he has a spot that he likes to go to read his bible, but is concerned with the possibility of having unwanted visitors with the addition of the dog park.

Deb Hubble, 15 Eastern Circle – asked that the Board make the residents aware before moving forward with projects so that the residents can have some input.

FINANCE – Commissioner Dietrick reported:

Commissioner Dietrick asked Drew to highlight some areas of the budget to see where we stand to date if we are on budget, over budget or under budget. Commissioner Dietrick passed out a sheet showing those highlighted areas of the budget which basically show that we are on budget.

PUBLIC INFORMATION – Commissioner Falcinelli reported: Met with Ann on updating our webpage. Quarterly Update information needs to be to Ann by June 19, 2015.

NEW BUSINESS:

Discussion of Proposed Changes to the Restricted Vehicles Section of the Town Code – Burgess Miller stated that he had emailed the Board with his proposed changes that he would like to see to this section of the Town Code. Burgess Miller stated that this will be a topic of discussion at the July joint meeting with the Planning Commission.

PUBLIC COMMENT: None

ANNOUNCEMENTS:

July 2, 2015 workshop has been cancelled.

July 6, 2015 at 6:30pm with the Planning Commission.

ADJOURNMENT

Meeting adjourned at 8:50pm.

Respectfully submitted,

Ann Griffin
Office Manager

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MEMORANDUM OF UNDERSTANDING

US 40 Alt. Middletown Streetscape
by and between
Maryland State Highway Administration
and
The Town of Middletown, Maryland

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), executed in duplicate, made effective on this _____ day of _____, 2015, by and between the Maryland State Highway Administration of the Maryland Department of Transportation, acting on behalf of the State of Maryland, hereinafter referred to as (“SHA”) and the Town of Middletown, a municipal corporation of the state of Maryland, hereinafter referred to as the (“TOWN”).

WHEREAS, SHA is currently designing improvements under SHA Contract No. FR3505184 consisting of new sidewalks along US 40 Alternate from Ivy Hill Drive to Middletown Parkway, hereinafter referred to as (“IMPROVEMENTS”); and

WHEREAS, The TOWN has requested SHA include pedestrian lighting, (“LIGHTING”) and the relocation of a waterline (“RELOCATION”) with the IMPROVEMENTS along US 40 Alternate; and

WHEREAS, the LIGHTING shall consist of all items to design and construct the new lighting, including but not limited to, conduit, foundations, pull-wire and hand boxes (“INFRASTRUCTURE”) and also shall include poles, poles basis, bracket arms, wiring and luminaries (“LAMPS”); and

WHEREAS, Pursuant to the conditions of the SHA Pedestrian Lighting Policy dated September 9, 2008, SHA has agreed to design and construct the INFRASTRUCTURE at no cost to the TOWN and to provide funding in an amount equal to fifty percent (50%) of the basic LAMP system approved by SHA hereinafter called the (“LIGHTING CONTRIBUTION”); and

WHEREAS, the TOWN shall be responsible for fifty percent (50%) of the costs of a basic LAMP system, plus one hundred percent (100%) of the costs for any LAMP system or appurtenances which is over and above the costs of the basic or standard LAMP system approved by SHA and is therefore considered a betterment, hereinafter referred to as (“LAMP BETTERMENT”); and

WHEREAS, sometime the IMPROVEMENTS, LIGHTING and RELOCATION are referred to as the (“PROJECT”); and

WHEREAS, the TOWN shall pay electric energy cost for the new LIGHTING; and

WHEREAS, the TOWN shall be responsible for the design of the RELOCATION

WHEREAS, the TOWN shall reimburse SHA for the construction of the RELOCATION including SHA salaries, payroll burden and overhead costs, estimated at Five Million Five Hundred Eighty Seven Thousand Nine Hundred Twenty Nine Dollars (\$5,587,929.00).

Commented [b1]: Further defined in definitions below which seems adequate to me..

Commented [DB2]: Is this a term SHA uses? It sounds as if we are moving the waterline, but we are replacing in place. Not sure if this wording matters or not.

Commented [DB3]: What are the limits of the pedestrian lighting? The plans I have do not have a lighting section. In addition, the Town has already installed the poles for the lighting in the downtown business district.

Commented [b4]: At the last design meeting the lighting consultant mentioned some of the posts would need to be relocated based on their photometrics

Commented [DB5]: The Town agrees to pay for all the construction costs for the waterline. Please provide a detailed breakdown of the anticipated cost that SHA plans to add for administration. We agree there is a cost to SHA and the Town should pay, but approximately \$1,000,000 of OH sounds out of line.

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WHEREAS, the TOWN, its agents or assigns, shall own the IMPROVEMENTS, LIGHTING and RELOCATION and provide all maintenance and necessary repairs; and

WHEREAS, SHA and the TOWN agree that the PROJECT will benefit the parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and the TOWN.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the mutual promises and other good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA and the TOWN do hereby agree as follows:

Commented [DB6]: The Town requires property owners and property owners adjacent to sidewalks to maintain them in accordance with Title 12 Chapter 12.04 of the Town Code. Therefore, the Town would not be responsible for maintenance and repairs.

I. PROJECT DESCRIPTION and DEFINITIONS

The PROJECT shall generally consist of the IMPROVEMENTS, LIGHTING and RELOCATION.

- A. The IMPROVEMENTS shall generally consist of the design and construction of new sidewalks to be maintained in accordance with the Town Code Title 12 Chapter 12.04. The project limits along US 40 alternate are Ivy Hill drive (Highway Location Reference 4.2 (HLR 4.2) to Middletown Parkway (HLR 6.3).
- B. The LIGHTING shall consist of the INFRASTRUCTURE, LAMPS and LAMP BETTERMENTS.
 1. The INFRASTRUCTURE shall generally consist of the design and installation of the conduit system, hand holes and hand boxes necessary for the support of Eighteen (18) pedestrian light fixtures along US 40 Alternate.
 2. The LAMPS shall consist of, but not be limited to the foundations, poles, standard light fixtures, wiring, grounding system, lighting control cabinets, luminaries, and the necessary power drop for electrifying.
 3. The LAMP BETTERMENTS consist of the light fixtures above the cost of SHA's basic lamp system as defined in SHA's 2014 Highway Construction Cost Estimating Manual.
- C. The LIGHTING CONTRIBUTION consists of 50% of the cost of the LAMPS estimated at Forty Four Thousand Five Hundred Three Dollars (\$44,503). Similarly, the TOWN shall pay for 50% of the cost of the LAMPS.
- D. The RELOCATION shall consist of the construction of a waterline to replace the TOWN's old water main. The Town requested SHA to include twenty three (23) utility test holes for the design of the RELOCATION. The Town shall design the RELOCATION.

Deleted: by the TOWN

Commented [DB7]: Is this in the downtown area where we already installed the poles?

Commented [b8]: This is correct

II. DESIGN PHASE

- A. SHA Responsibility

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1. SHA shall design the IMPROVEMENTS and LIGHTING.
2. SHA shall provide the TOWN with four (4) sets of proposed final plans and estimates for the IMPROVEMENTS and LIGHTING, for review and comment. SHA shall have final authority for approval.
3. SHA shall provide the TOWN with written review comments of all data or material provided by the TOWN for review within fifteen (15) working days following SHA's receipt thereof.
4. In the event SHA desires to revise the IMPROVEMENTS and LIGHTING plans subsequent to final plan approval, but prior to award of bid or initiation of construction activities, SHA shall provide the TOWN with written notification of said revisions including estimated costs.

B. TOWN Responsibility

1. The TOWN shall design the RELOCATION.
2. The TOWN shall provide SHA with four (4) sets of proposed final plans and estimates of the RELOCATION, for review and comment.
3. The TOWN shall provide SHA with written review comments of all data or material provided by SHA for review within fifteen (15) working days following the TOWN's receipt thereof.

III. PROJECT RIGHT-OF-WAY PHASE

A. SHA Responsibility

In the event supplementary property interest are required for the PROJECT in addition to those owned by the TOWN or SHA, SHA shall accomplish all tasks necessary to acquire all property interest (e.g., right-of-way, easement, fee simple acquisition) or right-of-entry needed for the construction of the PROJECT.

B. TOWN Responsibility

The TOWN shall provide, and by execution of the MOU does provide, a right-of-entry to SHA, its contractors, subcontractor, agents, and employees, onto all TOWN owned or controlled right of way needed for the PROJECT for the purpose of designing and constructing the PROJECT, with said right of entry to terminate upon final acceptance of the PROJECT by SHA.

IV. PROJECT CONSTRUCTION PHASE

A. SHA Responsibility

1. SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services (e.g., construction inspection and material testing / certification) for the PROJECT.

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2. In the event that revisions to the PROJECT are required in SHA's sole judgment due to conditions encountered during construction, said revisions shall be promptly made by SHA without prior concurrence by the TOWN in order to minimize or eliminate possible delay claims by SHA's construction contractor. The approval of the TOWN for revisions to the PROJECT will be requested but is not required by SHA prior to SHA approval.
3. SHA shall provide the TOWN with a copy of the apparent low bid which shall identify items associated with construction of the LIGHTING and RELOCATION.
4. SHA shall obtain all permits necessary to construct the PROJECT.
5. SHA shall provide the TOWN with an SHA district right-of-entry permit ("PERMIT"), to be renewed annually, and the PERMIT shall grant a right-of-entry to TOWN personnel or, its agents, contractors or assigns, for the sole purpose of providing the necessary maintenance and repair of the IMPROVEMENTS, LIGHTING and the RELOCATION.

Commented [DB9]: The waterline relocation should be excluded from the statement. The Town has be involved in any decisions that affect the waterline construction.

B. TOWN Responsibility

1. In the event the TOWN desires to make revisions to the PROJECT during construction, it shall promptly submit a request in writing to SHA for SHA approval, including the requested revisions and their estimated costs. SHA may include such revisions in the PROJECT plans, provided that those revisions comply with SHA's policies and specifications; however, SHA shall retain sole authority to determine such compliance. The TOWN agrees that any additional costs incurred by SHA to implement the revisions requested by the TOWN shall be the sole responsibility of the TOWN.
2. The TOWN ~~will~~ provide an inspector during construction of the RELOCATION. SHA's PROJECT inspectors shall consult with the TOWN's inspector prior to decisions which affect the RELOCATION whenever such consultation does not create a delay claim situation or is not a case of an emergency. However, SHA's PROJECT inspectors shall have final authority during construction.

Commented [DB10]:

Deleted: At its option and expense, t

Deleted: may

Commented [b11]: agreed

Commented [DB12]: We should add to this sentence. "...so long as the decisions do not affect the integrity of the relocation..."

V. PROJECT DESIGN PHASE FUNDING

A. SHA Responsibility

1. SHA shall fund all costs associated with the design of the IMPROVEMENTS and the LIGHTING.
2. SHA shall fund the cost for design of the INFRASTRUCTURE estimated at Thirty Eight Thousand One Hundred Twenty Four Dollars (\$38,124.00) including SHA salaries, payroll burden and overhead, pursuant to Pedestrian Lighting Policy in section VII.B.4.a.

B. TOWN Responsibility

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1. The TOWN shall be responsible for all costs incurred by the TOWN in the review of the PROJECT documents.
2. The TOWN shall be responsible for all costs associated with providing information requested by SHA for the design of the PROJECT.

VI. RIGHT-OF-WAY PHASE FUNDING

A. SHA Responsibility

SHA shall bear no cost associated with the acquisition of property interests required to construct the PROJECT.

B. TOWN Responsibility

1. The TOWN shall be responsible for all costs incurred by the TOWN in granting SHA a right-of-entry onto all TOWN owned right-of-way needed for the PROJECT.
2. The TOWN shall be responsible for all costs incurred by the TOWN in assigning rights to SHA, its contractors, subcontractor, agents, and employees to all property interests acquired by the TOWN, and what is needed for the construction of the PROJECT.
3. The TOWN shall reimburse SHA for any cost incurred by SHA for property interest acquired to construct the PROJECT.

VII. PROJECT CONSTRUCTION PHASE FUNDING

A. SHA Responsibility

1. SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services (construction inspection, material, testing/certification) for the PROJECT.
2. SHA shall fund all costs associated with the construction of the IMPROVEMENTS.
3. SHA shall fund the cost for construction of the INFRASTRUCTURE, estimated at One Hundred Forty Six Thousand Eighty Three Dollars (146,083.00) including SHA's salaries, payroll burden, and overhead, pursuant to the Pedestrian Lighting Policy, section VII.B.4.a.
4. SHA shall fund the LIGHTING CONTRIBUTION which represents fifty percent (50%) of the costs of the LAMPS, including SHA's salaries, payroll burden, and overhead, which is estimated at Forty Four Thousand Five Hundred Three Dollars (\$44,503.00).
5. SHA shall provide an invoice to the TOWN, on a periodic basis, for all costs incurred by SHA for the construction of the LAMP BETTERMENTS and RELOCATION. Invoices should include SHA's

Commented [b13]: WHEREAS, sometime the IMPROVEMENTS, LIGHTING and RELOCATION are referred to as the ("PROJECT"); and They are saying any ROW costs for the improvements, lighting and relocation will be paid for by the Town. With a 66ft ROW width there should be no acquisition costs.

Commented [DB14]: Does this mean that the Town is paying for any right-of-way acquisition for the entire project?

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normal documentation to evidence all actual costs for the RELOCATION and LAMP BETTERMENTS.

- i. The cost of the RELOCATION is estimated to be Five Million Five Hundred Eighty Seven Thousand Nine Hundred Twenty Nine Dollars (\$5,587,929.00), including SHA direct salaries, payroll burden and overhead for Construction Engineering Services. This cost is an estimate only and the TOWN shall be responsible for all actual cost for the RELOCATION.
- ii. The cost of the LAMP BETTERMENTS is estimated to be Thirty Six Thousand Nine Hundred Eighty Seven Dollars (\$36,987.00), including SHA direct salaries, payroll burden and overhead for Construction Engineering Services. This cost is an estimate only and the TOWN shall be responsible for all actual costs for the LAMP BETTERMENTS.

Commented [b15]: It seems part of this total number includes the salaries for the Construction Management field operations job trailer, mobilization, inspection, office administration for invoicing etc.

Commented [DB16]: Please provide cost breakdown. Same comment as above in the Whereas section.

6. In the event SHA does not receive payment of an invoice or notices of disputes within thirty (30) days following TOWN's receipt of an invoice, SHA will notify the TOWN of the overdue amount and provide the TOWN the opportunity to pay such overdue amount within thirty (30) days following such notification. If payment has not been received within thirty (30) days, SHA will notify the TOWN in writing that SHA will proceed to deduct such amount from the TOWN's share of Highway User Revenue equal to the overdue invoice amount.

B. TOWN Responsibility

1. The TOWN shall be responsible for all cost incurred by SHA for construction of the LAMP BETTERMENTS and the RELOCATION.
2. The TOWN shall be responsible for fifty percent (50%) of the cost for the LAMPS estimated at Forty Four Thousand Five Hundred Three Dollars (\$44,503.00).
3. The TOWN shall within thirty (30) days of receipt of each periodic invoice from SHA, reimburse SHA for all cost incurred by SHA for construction of the RELOCATION. The cost of the RELOCATION is estimated to be Five Million Five Hundred Eighty Seven Thousand Nine Hundred Twenty Nine Dollars (\$5,587,929.00), including SHA salaries, payroll burden and overhead costs.
4. The TOWN shall within thirty (30) days of receipt of each periodic invoice from SHA, reimburse SHA for all cost incurred by SHA for construction of the LAMP BETTERMENTS. The cost of the LAMP BETTERMENTS is estimated to be Thirty Six Thousand Nine Hundred Eighty Seven Dollars (\$36,987.00), including SHA direct salaries, payroll burden and overhead costs.
5. In the event the awarded low bid for the LAMPS is more than the TOWN's allocated funding, the TOWN shall: (1) allocate additional

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funding to match the awarded low bid plus SHA's direct salaries, payroll burden and overhead, (2) revise the scope of work and delete items from the PROJECT contract items to stay within current allocations, or (3) reject all bids in their entirety and, unless the TOWN shall have installed the LAMPS in accordance with subsection(a) below, reimburse SHA for all costs incurred by SHA to date on the TOWN's behalf and for all costs and expenses for such deletion from SHA's contract to include, but not be limited to, claims, revisions, salaries, payroll burden and overhead.

- a. Pursuant to the conditions of the SHA Pedestrian Lighting Policy dated September 9, 2008, rejection of all bids by the TOWN will require that the TOWN install the LAMPS within three (3) years of completion of construction of the PROJECT. In the event the TOWN does not install the LAMPS in order to have an operational pedestrian lighting system within the three (3) year period, the TOWN will be required to reimburse SHA for the cost to design and construct the INFRASTRUCTURE and any SHA costs for relocation of utilities for installation of the INFRASTRUCTURE; otherwise SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to the total cost to design and construct the INFRASTRUCTURE, including utility relocations not governed by prior rights of SHA or the TOWN, and SHA's direct salaries and payroll burden for Construction Engineering Services and other direct costs such as consultant services and materials. For purposes of this MOU, the costs for SHA to design and construct the INFRASTRUCTURE is One Hundred Eighty Four Thousand Two Hundred Seven Dollars (\$184,207.00) including SHA salaries, payroll burden and overhead. This cost is an estimate only and the TOWN will be required to pay actual costs incurred.
6. In the event the TOWN does not reimburse SHA as required herein, SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to the SHA's cost to design and/or construct the INFRASTRUCTURE, LAMPS, LAMP BETTERMENTS and the RELOCATION including SHA's direct salaries, payroll burden and overhead for Construction Engineering Services and other direct costs such as consultant services and materials.

VIII. GENERAL

- A. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- B. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- C. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.

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- D. The parties hereby agree and affirm that the persons executing this MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of the MOU shall lie on the ground that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.
- E. All notices and/or invoices, if to the TOWN, shall be addressed to:

Andrew J. Bowen
Town Administrator
31 West Main Street,
Middletown, MD 21769
140 West Patrick Street
Frederick, MD 21701
Phone: 301-371-6171 Ext. 12
E-mail: abowen@ci.middletown.md.us

If to SHA:

Mark Crampton District Engineer, District 7
State Highway Administration
5111 Buckeystown Pike
Frederick MD 21701-2145
Phone 301-624-8101
Fax 301-625-8225
E-mail: mcrampton@sha.state.md.us

With a copy to:

SHA Agreements Team
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5675
Fax: 410-209-5025
E-mail: SHA_Agreements_Team@sha.state.md.us

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IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

**STATE HIGHWAY
ADMINISTRATION**

WITNESS:

BY: _____ (SEAL)
Melinda B. Peters Date
Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

David J. Coyne
Deputy Administrator/Chief Engineer
for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate and
Environment

Lisa B. Conners
Director
Office of Finance

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**THE TOWN OF MIDDLETOWN
FREDERICK COUNTY, MARYLAND**

WITNESS/ATTEST:

BY: _____ (SEAL)
John D. Miller Date
Burgess

TOWN COMMISSIONERS:

Larry K. Bussard

Richard L. Dietrick

Jennifer J. Falcinelli

Christopher I. Goodman

Anthony M. Ventre

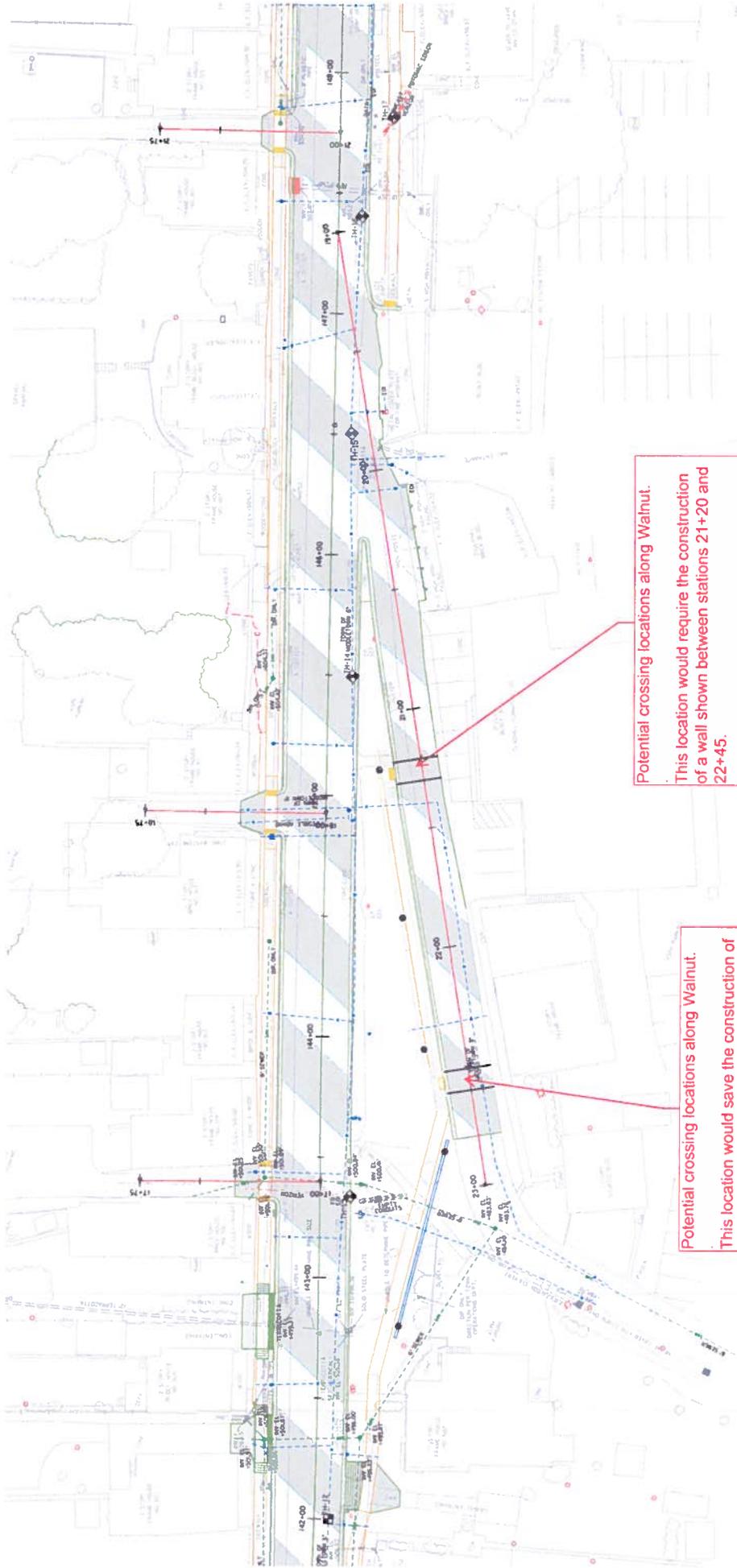
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Town Attorney

BY: _____
Mark Carney, Chairman
Planning Commission

Commented [DB17]: Planning Commission should not be a signer to this document.



US 40 Alt - Display
Potential Walnut pedestrian crossing locations

Potential crossing locations along Walnut.
This location would require the construction of a wall shown between stations 21+20 and 22+45.
This location puts the crossing as close to the Walnut and US 40 Alt intersection as possible due to slopes in the "wedge".

Potential crossing locations along Walnut.
This location would save the construction of the wall shown between stations 21+20 and 22+45.
This would also move the crossing to an area away from the Walnut and US 40 Alt intersection.

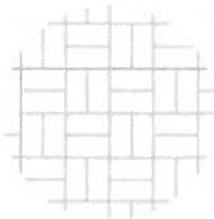
Stamped Asphalt / Imprint Product: Synthetic Hot Applied Stamped Surface



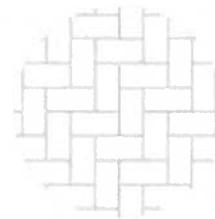
Option 1:
brick size: 9-1/2" x 5-1/2" with 1/2" wide grout lines



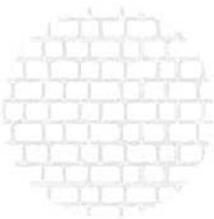
Option 4:
brick size: 8" x 3-7/8" with 1/4" wide grout lines



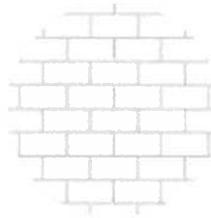
Option 2:
brick size: 8" x 3-7/8" with 1/4" wide grout lines



Option 5:
brick size: 8" x 3-7/8" with 1/4" wide grout lines



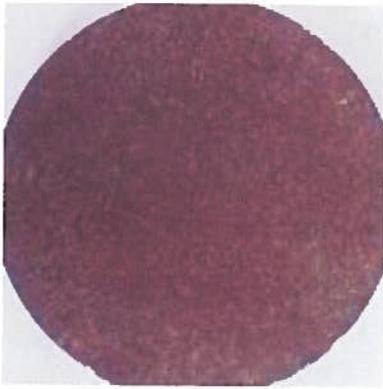
Option 3:
brick sizes: 3-1/4" x 3-1/4", 4" x 3-1/4", 5-1/8" x 3-1/4" with 3/8" wide grout lines



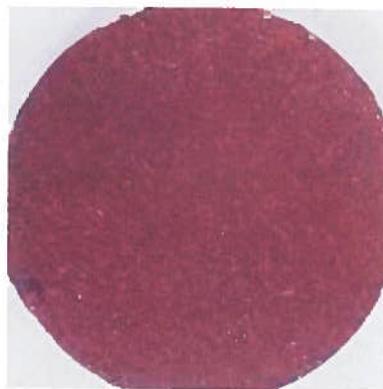
Option 6:
brick size: 7-3/4" x 3-3/4" with 1/4" wide grout lines



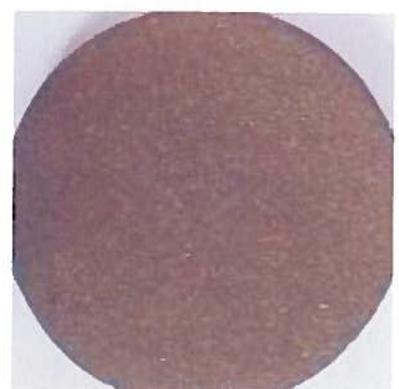




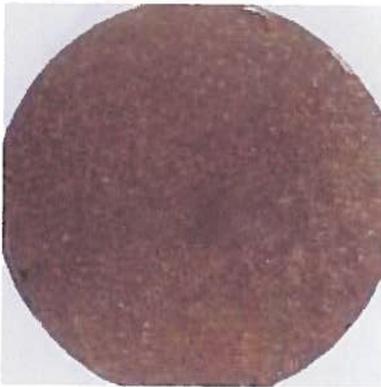
Brown



Burnt-Red



Dark-Gray



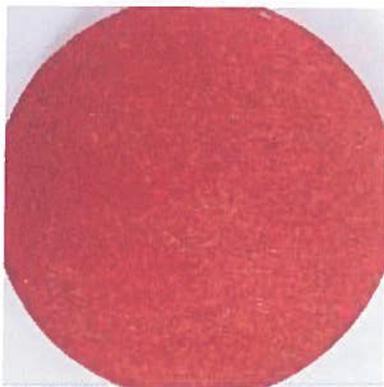
Fawn



Light-Gray



Oxide-Red



Reading-Red



Stone



White



Middletown Streetscape
Existing Crosswalk Examples / Understanding Material Durability

Stamped & Colored Asphalt

- Hagerstown – East Franklin Street / North Potomac Street
Installed September 2012



Photo Taken: August 2014

Stamped & Colored Asphalt

- Bel Air, Harford County – Main Street / Churchville Road
Installed September 2007



Photo Taken: September 2013

Stamped & Colored Asphalt

- Baltimore, I-695 / MD 144 Frederick Road
Installed First Quarter 2014



Photos Taken: February 2014, after installation



Photos Taken: February 2015



Photo Taken: February 2015

Stamped & Colored Asphalt

- Ocean City, MD 9th and 23rd Street
Installed First Quarter 2014



Photo Taken: 2014 after installation