



AGENDA FOR THE TOWN MEETING

November 10, 2014

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA

- [Financial Statements](#)
- Town Minutes
 - [October 27th – Town Meeting](#)

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

PERSONAL REQUESTS FOR AGENDA:

Recognition of Maurcie Ahalt's 100th Birthday (From Town Workshop)

STAFF REPORT: (From Town Workshop)

Community Deputy Report

[Staff Planner](#)

[Zoning Administrator](#)

Engineer's Report

Main Street Manager

UNFINISHED BUSINESS:

- [Ordinance 14-11-01 – Amendment to Ethic Ordinance](#)
- [Appointments to the Ethic Commission](#)
- [Recommendation from Water & Sewer Committee on Future Billing Methods](#)
- [Discussion of Streetlight Buy-Back Program](#)
- Update on West Green Street Improvements
 - Funding Discussion
 - Meeting with Residents

REPORT OF COMMITTEES:

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

NEW BUSINESS:

- [Discussion of Pilot Program for Sidewalk Snow Removal](#)
- [Discussion of APFO and/or Growth Policy Updates](#)

PUBLIC COMMENTS:

Please state Name and Address for the Record

ANNOUNCEMENTS:

ADJOURNMENT

Town of Middletown
Statement of Revenue & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<u>REVENUE</u>			
<u>LOCAL TAX</u>			
Real Property	\$ 1,096,228	\$ 685,485	\$ (410,743)
Tangible Personal Property	34,505	9,049	(25,456)
Public Utilities	9,907		(9,907)
Franchise (Cable)	48,231	11,395	(36,836)
Penalties & Interest	<u>9,241</u>	<u>8</u>	<u>(9,233)</u>
	\$ 1,198,112	\$ 705,937	\$ (492,175)
<u>STATE SHARED TAX</u>			
Admission & Amusement	\$ 40,926	\$ 13,524	\$ (27,402)
Highway Gasoline & Licenses	<u>95,043</u>	<u>99,928</u>	<u>4,885</u>
	\$ 135,969	\$ 113,452	\$ (22,517)
<u>COUNTY SHARED TAX</u>			
Income Taxes	\$ 778,572	\$ 76,189	\$ (702,383)
Tax Equity Grant	<u>581,111</u>	<u>435,784</u>	<u>(145,327)</u>
	\$ 1,359,683	\$ 511,973	\$ (847,710)
<u>LICENSES AND PERMITS</u>			
Beer, Wine and Liquor	\$ 1,950		\$ (1,950)
Business / Traders	4,900	7	(4,893)
Planning / Zoning Fees	<u>9,500</u>	<u>15,142</u>	<u>5,642</u>
	\$ 16,350	\$ 15,149	\$ (1,201)
<u>PARKS AND RECREATION</u>			
Pavillion Fees	<u>\$ 1,900</u>	<u>\$ 300</u>	<u>\$ (1,600)</u>
	\$ 1,900	\$ 300	\$ (1,600)
<u>POLICE PROTECTION</u>			
State Grant	<u>\$ 25,835</u>	<u>\$ 6,459</u>	<u>\$ (19,376)</u>
	\$ 25,835	\$ 6,459	\$ (19,376)
<u>MISCELLANEOUS</u>			
Community Events			
Parking Citations			
Bank Shares Grant	2,500		(2,500)
Miscellaneous & Donations	<u>5,000</u>	<u>4,889</u>	<u>(111)</u>
	\$ 7,500	\$ 4,889	\$ (2,611)
OPERATING REVENUES	\$ 2,745,349	\$ 1,358,159	\$ (1,387,190)
State Grants & Interest	\$ 130,405	\$ 33	\$ (130,372)
TOTAL REVENUE	\$ 2,875,754	\$ 1,358,192	\$ (1,517,562)

Town of Middletown
Statement of Revenue & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL</u> <u>BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER)</u> <u>BUDGET</u>
<u>EXPENDITURES</u>			
<u>LEGISLATIVE</u>			
Commissioner's Salary	\$ 12,000	\$ 4,000	\$ (8,000)
Communications	3,480	1,043	(2,437)
Dues & Subscriptions	7,370	7,225	(145)
Office Supplies & Exp	3,600	743	(2,857)
Advertising	750	231	(519)
Meetings & Conventions	9,000	2,187	(6,813)
	<u>\$ 36,200</u>	<u>\$ 15,429</u>	<u>\$ (20,771)</u>
<u>EXECUTIVE</u>			
Burgess Salary	<u>\$ 6,000</u>	<u>\$ 1,500</u>	<u>\$ (4,500)</u>
	\$ 6,000	\$ 1,500	\$ (4,500)
<u>ELECTION</u>			
Clerk Fees			
Other Administrative Expenses		<u>31</u>	<u>31</u>
		\$ 31	\$ 31
<u>GENERAL SERVICES</u>			
<u>ADMINISTRATION</u>			
Administrative Salary	\$ 196,663	\$ 69,808	\$ (126,855)
Postage & Printing	200		(200)
Communications	10,167	2,351	(7,816)
Computer Expenses	22,400	14,699	(7,701)
Office Supplies & Exp	30,401	7,741	(22,660)
Office Maintenance	47,262	7,757	(39,505)
Dues & Subscriptions	150		(150)
Professional Services	3,600	570	(3,030)
Meetings & Conventions	100	130	30
Water and Sewer Grant	102,740		(102,740)
	<u>\$ 413,683</u>	<u>\$ 103,056</u>	<u>\$ (310,627)</u>
<u>OPERATIONS</u>			
Maintenance Capital Outlay			
Vehicle Capital Outlay		13,970	13,970
Director Salary	91,107	30,015	(61,092)
Maintenance Salary	45,417	4,583	(40,834)
Communications	6,797	2,486	(4,311)
Supplies & Expenses	13,334	3,918	(9,416)
Dues & Meetings			
Landscaping/Beautification			
Maintenance & Repairs	21,174	6,448	(14,726)
Tools & Equipment	3,069	432	(2,637)
	<u>\$ 180,898</u>	<u>\$ 61,852</u>	<u>\$ (119,046)</u>

Town of Middletown
Statement of Revenue & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<u>PROFESSIONAL SERVICES</u>			
Independent Accounting	\$ 12,500	\$ 6,000	\$ (6,500)
Legal - Development			
Legal - Ordinances	7,500	779	(6,721)
	<u>\$ 20,000</u>	<u>\$ 6,779</u>	<u>\$ (13,221)</u>
<u>PLANNING & ZONING</u>			
Salary & Fees	\$ 50,182	\$ 14,640	\$ (35,542)
Other Expenses	1,300	936	(364)
	<u>\$ 51,482</u>	<u>\$ 15,576</u>	<u>\$ (35,906)</u>
<u>MAIN STREET PROGRAM</u>			
Manager Salary	\$ 43,577	\$ 15,601	\$ (27,976)
Town Contribution	8,800	8,862	62
	<u>\$ 52,377</u>	<u>\$ 24,463</u>	<u>\$ (27,914)</u>
<u>PUBLIC SAFETY</u>			
Fire Dept. Donation	\$ 20,000		\$ (20,000)
School Crossing Guards	17,121	3,625	(13,496)
Community Deputy Program	326,657	81,576	(245,081)
	<u>\$ 363,778</u>	<u>\$ 85,201</u>	<u>\$ (278,577)</u>
<u>SANITATION & WASTE REMOVAL</u>			
Resident Trash & Yard Waste	\$ 277,613	\$ 92,674	\$ (184,939)
<u>RECREATION AND CULTURE</u>			
Park Salary	45,754	20,517	(25,237)
Park Electric	1,800	876	(924)
Maintenance & Repairs	39,795	12,249	(27,546)
Mowing	25,451	10,647	(14,804)
Remsberg Park - Interest	17,847	6,279	(11,568)
Remsberg Park - Principal	105,702	34,904	(70,798)
	<u>\$ 236,349</u>	<u>\$ 85,472</u>	<u>\$ (150,877)</u>

Town of Middletown
Statement of Revenue & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<u>HIGHWAYS AND STREETS</u>			
Salary	\$ 83,562	\$ 35,171	\$ (48,391)
Street Lighting	152,400	41,298	(111,102)
Storm Water Management	7,050	535	(6,515)
Snow Removal	63,000	1,100	(61,900)
Repairs & Resurfacing	94,500	97,043	2,543
Signs		815	815
Truck Repair & Operation	25,000	7,137	(17,863)
Equipment Repairs & Ops	10,000	2,498	(7,502)
Mowing	31,744	13,312	(18,432)
Interest	7,418	4,429	(2,989)
East Green St - Principal	11,500		(11,500)
Case Loader - Principal	<u>15,158</u>	<u>13,973</u>	<u>(1,185)</u>
	\$ 501,332	\$ 217,311	\$ (284,021)
<u>OTHER EXPENSES</u>			
MT Historical Society - CIP	\$ 5,000	\$ 5,000	
Donations	100		(100)
Travel - Mileage	2,500	1,350	(1,150)
Community Events	38,129	23,063	(15,066)
Payroll Taxes	52,753	14,639	(38,114)
Insurance - Property	12,748	16,334	3,586
Insurance - Employee	114,823	71,713	(43,110)
Retirement/Pension	67,363	4,471	(62,892)
Web Page & Directory	4,000	2,175	(1,825)
Real Estate Taxes	712	712	
Other	<u>3,500</u>	<u>975</u>	<u>(2,525)</u>
	\$ 301,628	\$ 140,432	\$ (161,196)
TOTAL EXPENDITURES	\$ 2,441,340	\$ 849,776	\$ (1,591,564)
INCOME (LOSS) Exc. Cash Reserves	\$ 434,414	\$ 508,416	\$ 74,002
CASH RESERVES	\$ 1,242,019	\$ 1,084,811	\$ (157,208)
SURPLUS / (DEFICIT)	\$ 1,676,433	\$ 1,593,227	\$ (83,206)

Town of Middletown
CIP Funds & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
OPERATING REVENUE			
Revenue	\$ 2,745,349	\$ 1,358,158	\$ (1,387,191)
OPERATING EXPENSES			
Expenses	2,441,340	849,776	(1,591,564)
OPERATING SURPLUS (LOSS)	\$ 304,009	\$ 508,382	\$ 204,373
<u>OTHER FUND</u>			
POS - Development	\$ 78,300		\$ (78,300)
POS - Walking Trail Land Purchas	42,000		(42,000)
West Green Street Loan			
RETAINED EARNINGS	333,488		(333,488)
Interest	3,105	33	(3,072)
Other	7,000		(7,000)
TOTAL OTHER FUNDS	\$ 463,893	\$ 33	\$ (463,860)
TOTAL FUNDS AVAILABLE	\$ 767,902	\$ 508,415	\$ (259,487)
<u>CIP PROJECTS & PURCHASES</u>			
West Green St Improvements	\$ 1,000,000		\$ (1,000,000)
Franklin - Patching, Mill & Over	115,000		(115,000)
Broad Street Road Construction	70,000		(70,000)
SWM Fence Replacements	9,000		(9,000)
Salt Building - Equipment Storang	35,000		(35,000)
Walking Trail Land Acq - East Ma	42,000	323	(41,677)
Remsberg Park Picnic Tables	3,000		(3,000)
Remsberg Park - Walking Trail an	45,000		(45,000)
Wiles Branch Pavilion and Tottle	24,500		(24,500)
Wiles Branch Walking Trail Resur	21,000	4,800	(16,200)
Foxfield Walking Path Overlay	23,940		(23,940)
Cone Brach Gazebo Roof Replaceme	5,000		(5,000)
Computer Replacements	5,200	6,981	1,781
Municipal Center - HVAC Replacem	85,000	7,219	(77,781)
Maintenance Equipment	47,000		(47,000)
Backhoe Lease	15,158	13,973	(1,185)
Historical Society Donation	5,000	5,000	
Total CIP Costs	\$ 1,550,798	\$ 38,296	\$ (1,512,502)
OPERATING & CIP SURPLUS (LOSS)	\$ 767,902	\$ 508,415	\$ (259,487)

Town of Middletown
CIP Funds & Expenditures
 General Fund
 Fiscal Year 2015
 For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Cash Reserves	\$ 1,242,019	\$ 1,184,982	\$ (57,037)
TOTAL CASH SURPLUS	<u>\$ 2,009,921</u>	<u>\$ 1,693,397</u>	<u>\$ (316,524)</u>

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2015
For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<u>REVENUE</u>			
Water Revenue	\$ 588,919	\$ 137,872	\$ (451,047)
Sewer Revenue	565,791	137,735	(428,056)
Penalties/Reconnects	14,600	8,043	(6,557)
Rain Barrel Sales	1,575		(1,575)
General Fund Grant/Misc	<u>70,000</u>		<u>(70,000)</u>
TOTAL OPERATING REVENUE	\$ 1,240,885	\$ 283,650	\$ (957,235)
<u>EXPENDITURES</u>			
<u>ADMINISTRATIVE</u>			
Office Salaries	\$ 52,890	\$ 15,001	\$ (37,889)
Communications	7,100	3,744	(3,356)
Postage	10,222	10,280	58
Office Supplies/Expense	12,800	3,448	(9,352)
Legal - Other	8,500		(8,500)
Meetings & Seminars	250	248	(2)
Advertising	500		(500)
Uniforms	2,800	405	(2,395)
Dues/Subscrip/Certifications	500	100	(400)
Travel	200		(200)
Payroll Taxes	18,075	6,984	(11,091)
Insurance - Prop. & Liability	8,000	10,599	2,599
Insurance - Workers Comp	13,791	2,229	(11,562)
Insurance - Health	38,036	2,309	(35,727)
Retirement/Pension	19,949	1,165	(18,784)
Real Estate Taxes	292	292	
Rain Barrel/Educational Programs	3,150	3,600	450
Waterline / I & I Loans	<u>33,056</u>	<u>32,498</u>	<u>(558)</u>
Sub-Total	\$ 230,111	\$ 92,902	\$ (137,209)
<u>Vehicles & Equipment</u>			
1999 Truck	\$ 3,700		\$ (3,700)
2008 Truck	3,200	519	(2,681)
2013 Truck	3,400	506	(2,894)
Misc Equipment	3,700	53	(3,647)
Bobcat Mini-Excavator		254	254
Case Backhoe		<u>140</u>	<u>140</u>
Sub-Total	\$ 14,000	\$ 1,472	\$ (12,528)

WATER

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2015
For the 4 Months Ended October 31, 2014

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
Salaries	\$ 122,910	\$ 40,921	\$ (81,989)
Water Distribution System			
Supplies	2,500	1,557	(943)
Repairs & Maintenance	51,650	24,102	(27,548)
Water Meters	106,000	6,948	(99,052)
Water Line Break Repairs	5,000	2,231	(2,769)
Chemicals	500	1,091	591
Tools & Equipment	1,000	146	(854)
Sub-Total	\$ 166,650	\$ 36,075	\$ (130,575)
Water Plant/Reservoir/Booster/Tower/BS Wellhouse			
Electric	\$ 31,370	\$ 4,447	\$ (26,923)
Supplies	2,000	39	(1,961)
Repairs & Maintenance	44,650	8,659	(35,991)
Chemicals	17,372	3,236	(14,136)
Tools & Equipment	2,400	720	(1,680)
Testing & Analysis	9,000	3,572	(5,428)
Sub-Total	\$ 106,792	\$ 20,673	\$ (86,119)
Abandoned Well Costs			
TOTAL WATER EXPENSES	\$ 396,352	\$ 97,669	\$ (298,683)
SEWER			
Salaries	\$ 124,154	\$ 36,361	\$ (87,793)
Sewer Collection System			
Cone Branch PS	22,000	3,360	(18,640)
Brookridge South PS	9,700	3,668	(6,032)
Foxfield PS	6,500	1,765	(4,735)
Sanitary Sewerlines & Manholes	10,500	2,705	(7,795)
I & I Accrual	75,000	25,000	(50,000)
Sub-Total	\$ 123,700	\$ 36,498	\$ (87,202)

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2015
For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Wastewater Treatment Plants			
East Wastewater Treatment Plant			
Electric	\$ 33,000	\$ 9,313	\$ (23,687)
Supplies	10,500	1,127	(9,373)
Repairs & Maintenance	50,600	15,370	(35,230)
Chemicals	39,724	5,488	(34,236)
Tools & Equipment	8,400	3,654	(4,746)
Testing & Analysis	23,000	5,329	(17,671)
Sludge Hauling Expense	<u>56,400</u>	<u>14,944</u>	<u>(41,456)</u>
Sub-Total	\$ 221,624	\$ 55,225	\$ (166,399)
West Wastewater Treatment Plant			
Electric	\$ 20,000	\$ 4,695	\$ (15,305)
Supplies	2,500	936	(1,564)
Repairs & Maintenance	15,450	3,348	(12,102)
Chemicals	49,458	22,526	(26,932)
Tools & Equipment	1,000		(1,000)
Testing & Analysis	8,759	1,987	(6,772)
Sludge Hauling Expense	<u>22,650</u>	<u>5,750</u>	<u>(16,900)</u>
Sub-Total	\$ 119,817	\$ 39,242	\$ (80,575)
TOTAL SEWER EXPENSES	<u>\$ 589,295</u>	<u>\$ 167,326</u>	<u>\$ (421,969)</u>
TOTAL WATER/SEWER EXPENSES	<u>\$ 1,229,758</u>	<u>\$ 359,369</u>	<u>\$ (870,389)</u>
CONTINGENCY FUND - 6.7%	<u>\$ 82,394</u>	<u>\$ 24,078</u>	<u>\$ (58,316)</u>
ADJUSTED WATER/SEWER EXPENSES	<u>\$ 1,312,152</u>	<u>\$ 383,447</u>	<u>\$ (928,705)</u>
NET INCOME (LOSS)	<u>\$ (71,267)</u>	<u>\$ (99,797)</u>	<u>\$ (28,530)</u>

Town of Middletown
CIP FUNDS and EXPENDITURES
WATER & SEWER
Fiscal Year 2015
For the 4 Months Ended October 31, 2014

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<u>FUNDING SOURCES</u>			
Operating Revenue	\$ 1,240,885	\$ 283,650	\$ (957,235)
Operating Expenses	<u>1,229,758</u>	<u>359,369</u>	<u>(870,389)</u>
OPERATING INCOME (LOSS)	\$ 11,127	\$ (75,719)	\$ (86,846)
Debt Service Fee - New Homes	\$ 137,400	\$ 40,221	\$ (97,179)
Capital Improvement Fees	128,736	28,842	(99,894)
Improvement/Tap Fees	120,000	71,600	(48,400)
Water Meter Sales	16,700	4,728	(11,972)
Water Tower & Land Leases	168,044	23,296	(144,748)
General Fund Grant	<u>100,479</u>	<u></u>	<u>(100,479)</u>
TOTAL OTHER REVENUE	\$ 671,359	\$ 168,687	\$ (502,672)
TOTAL FUNDS AVAILABLE	682,486	92,968	(589,518)
<u>DEBT SERVICE COSTS</u>			
Principal Payments			
MVB Line of Credit			
CDA - Water Tower	98,650		(98,650)
MDE - East WWTP	200,800		(200,800)
Brookridge WTP	16,700		(16,700)
Interest - All Loans	<u>53,283</u>	<u>11,335</u>	<u>(41,948)</u>
TOTAL DEBT SERVICE COSTS	\$ 369,433	\$ 11,335	\$ (358,098)
<u>WATER & SEWER PROJECTS</u>			
Reservoir - Raw Water Meter & Pot	\$ 5,500		\$ (5,500)
Booster Station - Pumping Connect	8,000		(8,000)
Reservoir - Dual Feed Cover	60,000		(60,000)
Maganese Removal System	<u>120,000</u>		<u>(120,000)</u>
TOTAL WATER & SEWER PROJECTS	\$ 193,500		\$ (193,500)
TOTAL CIP COSTS	\$ 562,933	\$ 11,335	\$ (551,598)
TOTAL FUNDS REMAINING	\$ 119,553	\$ 81,633	\$ (37,920)

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND**

TOWN MEETING MINUTES

REGULAR MEETING

October 27, 2014

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on October 27, 2014, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Rick Dietrick, Larry Bussard, Jennifer Falcinelli, and Christopher Goodman.

CONSENT AGENDA:

Public Hearing – October 2, 2014

Town Minutes – October 13, 2014

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

PERSONAL REQUEST FOR AGENDA:

Davenport & Associates – Financial Presentation – Davenport & Company presented the Burgess & Commissioners with Phases III & IV Alternative Financing Structures and Plan of Finance for upcoming future projects.

Unfinished Business:

Ethics Ordinance Amendment – Burgess Miller stated that it was brought to his attention that maybe we should have an Alternate on the Ethics Committee as we do on our other committees. The Board was in agreement with this, Drew will have the attorney re-vamp the ordinance to state three (3) members and an alternate.

NEW BUSINESS:

Proclamation for Business Appreciation Week – Motion by Commissioner Falcinelli to approve the Proclamation for Business Appreciation Week October 27-31, 2014, seconded by Commissioner Bussard. Motion carried. 5-0.

PUBLIC COMMENT:

ANNOUNCEMENTS:

ADJOURNMENT

With no further business to come before the Board, the regular meeting adjourned at 8:15p.m. and will enter into executive session for a legal matter.

Respectfully submitted,

Ann Griffin
Office Manager

Town of Middletown Planning Department

To: Burgess & Commissioners and Middletown Planning Commission

From: Cindy Unangst, Staff Planner

Date: 11/3/2014

RE: Monthly Planning Update

Major Subdivisions:

Coblentz on Green -Water Tap agreement approved by Burgess & Commissioners – March 2012
Master Plan Amendment approved - March 11, 2013
Planning Commission conditionally approved preliminary plan – March 18, 2013
Improvement plans conditionally approved – October 16, 2013
Final FRO Plan approved – April 21, 2014
Final Plats submitted for review – November 3, 2014

Foxfield Section 4- 7 homes still to be built.
2nd year FRO review – 68% compliance – 196 additional trees were planted (May 2014)
With additional trees planted, the rest of the FRO LOC was released – June 2014

Site Plans and Minor Subdivisions:

AMVETS Expansion Plans – Revised Site Plan approved – May 19, 2014 (Plans expire 5/19/2017)

Chesterbrook Apts/Middletown Valley Apts - Site Plan approved – July 17, 2006
Improvement Plans approved and signed – September 16, 2008
SWM waiver received from County – May 12, 2011
SWM admin waiver shall expire on May 4, 2017; final plans approved prior to May 4, 2013
Simplified Delineation/Combined Forest Conservation Plan submitted–September 10, 2014
Phase 2 Site Plan reviewed by PC – October 20, 2014

Delauter demolition plan submitted – October 13, 2014

Fire Station – Concept plan submitted to PC for comments – April 22, 2013
Fire Station plat conditionally approved – October 16, 2013
Fire Station Site Plan conditionally approved – November 18, 2013 (Plans expire 11/18/2016)

Hollow Creek Golf Course SWM Pond #1 Revision plans submitted to County - December 1, 2010
Plans approved by County – December 22, 2010
Revised Plans submitted for PC review – December 30, 2010

Horman Apartments- Site Plan approved – April 21, 2008
Improvement Plans conditionally approved – May 17, 2010

Jiffas – Site Improvement Plan conditionally approved – October 20, 2008
Forest Conservation Plan approved – October 20, 2008
Revised Architectural Plans submitted and reviewed – June 16, 2014

Middletown H.S. Stadium Concession Stand Expansion Plan – approved June 18, 2012
(Plans expire June 18, 2015)

Miller (Ingalls) – Concept and Phase I & II Plan approved & signed – September 27, 2010
Revised Concept Plan reviewed by PC – September 16, 2013
SHA comment letter received February 18, 2014

Newton Property (Cross Stone Commons) – Concept Plan submitted – October 1, 2012
BOA Special Exception Use Hearing – May 8, 2013 (Conditionally approved)
Addition Plat conditionally approved by PC – November 18, 2013
Revised Site Plan conditionally approved by PC – November 18, 2013
Revised architectural plans approved by PC – March 17, 2014
Final FRO Plan approved – May 19, 2014
Improvement Plans conditionally approved by PC – July 21, 2014
Revised Site Plan conditionally approved – October 20, 2014
Revised Improvement Plans – Phase 1 conditionally approved – October 20, 2014
Addition Plat submitted for signature – November 3, 2014

Potomac Gun Depot – plans conditionally approved – February 18, 2013
Revised site plan conditionally approved – June 17, 2013; (Plans expire June 17, 2016)

Putman – Site Plan conditionally approved- November 17, 2008
Forest Conservation Plan approved – June 16, 2009
Improvement Plans approved and signed by all agencies – July 2010
Revised Site Plan approved – April 16, 2012; (Plans expire April 16, 2015)

Schoonover property – **Addition Plat conditionally approved – October 20, 2014**

Subway property - Garden Center – Revised Site plan conditionally approved – May 19, 2014
(Plans expire – May 19, 2017)

Thompson Funeral Home Parking Lot – revised site plan conditionally approved April 22, 2013
SWM Plans conditionally approved by Frederick County – October 29, 2013

Verizon Small Cell Antenna Installation – site plan reviewed – June 16, 2014
Revised site plan conditionally approved – July 21, 2014; (Plans expire – July 21, 2017)

Annexations:

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

Text Amendments:

Zoning Code review – ongoing

Adult Uses text amendment – PC recommended approval of text amendment - July 21, 2014
Public Hearing held – September 4, 2014
Town Board revised text amendment and sent back to PC for recommendation-Sept. 8, 2014
PC recommended approval of revised amendment – September 15, 2014
Public Hearing held - October 2, 2014
Town Board approved text amendment – October 13, 2014

Gun sales restrictions – PC deferred discussion of potential regulations to November meeting

Reports: none

Meetings: Maryland/Delaware APA Conference – October 28-29, 2014

Joint town board/planning commission workshop – Comprehensive Plan review – October 5, 2015

Town of Middletown Zoning Department

To: Burgess & Commissioners and Middletown Planning Commission

From: Ron Forrester, Zoning Administrator

Date: 11/6/2014

RE: Monthly Zoning Update – October 2014

BOA Meetings: Meeting scheduled on November 19, 2014 to review requests for variance from front and rear yard setbacks/Building Restriction Lines (BRL) as well as lot size for constructing a single family at 329 South Jefferson Street in accordance with Sections 17.44.050 and 17.44.070. The current dilapidated residential structure will be demolished prior to construction of a new residential structure. A separate demolition permit and supporting paperwork submitted through Staff Planner to Middletown Planning Commission for their review and approval in accordance with Section 17.32.160 of the code. Just received appeal from Chesterbrook Project for variances from Middletown Municipal Code. May or may not be on November 19, 2014 agenda; missing some key documents from applicant.

Zoning Violations:

- (1) Thompson Parking Lot –final site preparation activities underway for parking lot.
- (2) Utility trailers parked on property in side yards/pick-up truck parked on grass in side yard. 208 South Jefferson Street. Violation letter sent to homeowner on 31 Jul 14. A series of emails have been exchanged with property owner clarifying how trailers need to be screened and what the definition of screening is from the municipal code. On subsequent visit on 28 Aug 14, pick-up truck not parked on grass, one of the utility trailers on the property still needs to be properly screened from adjoining properties. A second violation letter sent on 25 Sep 14 to homeowner. Property visited on 30 Oct 14. Homeowner installed lattice fencing around trailer parked in rear yard screening it from adjoining properties. Closed.
- (3) Recreational Vehicle Parked next to garage and not appropriately screened from adjoining properties – 6 North Pointe Terrace. Homeowner previously sent a violation letter on 20 June 2014 advising him that it was a violation of the Municipal Code, Section 17.32.140 to park/store a recreational vehicle (boat and trailer) in the side and rear yards of any residential lot unless it was appropriately screened from adjoining properties. In conversation with owner on June 23rd, owner said he was going to sell the boat and trailer in the next month or so. On subsequent site visit in early July, it was noted that the boat and trailer were no longer stored on property and the violation was closed. A site visit on 19 Sep 14 noted that a boat and trailer were once again stored on a paved parking area next to the garage not appropriately screened from adjoining properties in accordance with Section 17.32.140 of the Municipal Code. A second violation letter sent on 25 Sep 14 to property owner. In discussion with owner on October 3, 2014, owner to plant trees and construct gate to screen boat and trailer from adjoining properties. As of October 30, no trees planted or gate constructed. Open.
- (6) Recreational Vehicle (camper trailer) parked on rear of driveway and not appropriately screened from adjoining properties. 13 Linden Blvd. Homeowner sent a violation letter on 26 Sep 14 advising owner that it was a violation of the Municipal Code, Section 17.32.140 to park/store a recreational vehicle (camper trailer) in the side and rear yards of any residential lot unless it was appropriately screened from adjoining properties. I talked with homeowner on 30 Sep 14 who plans to construct temporary carport for screening trailer. We reviewed plans and location of proposed carport on property. As of October 27th, owner has decided to not erect a temporary carport for camper trailer but plans on constructing garage structure next spring. County officials requested wind shear calculations for temporary structure which home owner could not provide. Camper Trailer removed from property. Closed.

(7) Motor vehicle parked on grass next to garage. 208 Broad Street. Violation letter sent to homeowner advising owner that it was a violation of the Municipal Code, Section 17.32.060(J)(2) to park a motor vehicle on grass, mulch, or any other surface that is not gravel or paved. I revisited property on October 30, 2014; pick-up truck parked on asphalt driveway. Closed.

(8) Boat and trailer parked in front yard/setback area of property. 201 Prospect Street. Violation letter sent to property owner on 29 Sep 14 that it is a violation of Section 17.32.140 to park or store recreational equipment in front setback area of property. Letter also advised homeowner that if he elects to store/park boat and trailer in side setback area of lot, that it must be appropriately screened from adjoining properties and that his trailer had expired tags. Open.

(9) Truck parked on grass next to driveway. 5 Linden Blvd. Violation letter sent to homeowner on 31 Oct 14 advising owner that it was a violation of the Municipal Code, Section 17.32.060(J)(2) to park a motor vehicle on grass, mulch, or any other surface that is not gravel or paved. Open.

Miscellaneous:

(1) Classic Barber Shop temporary freestanding sign request. Section 17.36.140, Exempt signs, under subparagraph 8, identifies exempt temporary business signs not requiring a sign permit as A-frame, sandwich board, or T-frames. Freestanding temporary business signs are not addressed in zoning ordinance. All exempt signs, however, shall comply with the other applicable requirements of chapter 17.36. Owner of barbershop was asked to provide dimensions of sign as well as a letter from landlord saying he will allow a freestanding temporary sign to be displayed on his property. Owner of barbershop told that his proposed temporary freestanding sign is not specifically address in the municipal code. I discussed this matter with Mr. Tabor who said he would allow the temporary sign to be erected outside the Middletown Business Center on South Church Street. No note or letter received from landlord or tenant. Open.

October 2014 Zoning Certificates	Address	Permit #	M-town Received ZC	RForrester Approved	County Approval
The Valley School – construct 6’ high wooden fence along rear and side property lines of lot; noise abatement/privacy	30 East Green Street	Town	10/1/14	10/1/14	no
Frank L. Romano, Jr. – construct a pavilion to protect pool equipment (132 sq. ft. in size)	5 Groff Court	Town	10/8/14	10/20/14	yes
Matthew and Heather Delauter – demolish uninhabitable house and built new house on lot	329 South Jefferson Street		10/13/14		yes
Lori Bonodetto - finishing rough in bathroom in basement as well as installing cabinets, shelving and electric cooking stove	621 Glenbrook Drive	124163	10/20/14	10/28/14	yes
Mark Carney – install solar panels on southwest facing roof and deck	22 Gray Fox Court		10/20/14		yes
David Semler – install 42” fence on sides and back of	309 Broad Street	Town	10/23/14	10/23/14	

rear yard of property					
Brian & Erin Elwood – construct 20' x 20' wood deck with steps on rear of house	104 Cone Branch Drive	124224	10/28/14	10/30/14	yes

Zoning Certificate submitted to ZA -- actions pending					
Ron Terbush – repair porch, demolish & remove existing open shed, remove and replace fence in back yard	100 East Main Street		3/28/14		yes
Erik Jenkins - installing a new 12' x 16' deck on back of house	8 Linden Blvd		5/14/14		yes
Nancy R. Newton – general construction permit for CVS Pharmacy building at proposed Cross Stone Commons Shopping Center	800 East Main Street		7/30/14		yes
Travis Warren and Sarah Payne – construct two 6' x 12' wood sheds in alley right-of-way at rear of property	29 East Main Street		9/4/14		no
Zachary Cohoon – install temporary carport to store recreational/camper trailer	13 Linden Blvd		10/7/14		yes

ORDINANCE NO. 14-11-01

AN ORDINANCE TO AMEND CHAPTER, 4.12, SECTION 4.12.10 OF THE MIDDLETOWN MUNICIPAL CODE TO PROVIDE FOR THE APPOINTMENT OF AN ALTERNMATE MEMBER OF THE MIDDLETOWN ETHICS COMMISSION.

SECTION I. BE IT RESOLVED, ORDAINED AND ENACTED by the Burgess and Commissioners of Middletown that Chapter 4.12, Section 4.12.010 of the Middletown Municipal Code be, and hereby is, amended as follows. New language is designated by being in **BOLD CAPITAL LETTERS**.

Chapter 4.12. Ethics Commission.

4.12.010 There is a Middletown Ethics Commission that consists of three (3) members who are appointed by the Burgess and confirmed by the Commissioners each to serve two years or until a successor takes office. **THE BURGESS MAY APPOINT A PERSON AS AN ALTERNATE MEMBER OF THE ETHICS COMMISSION WHOSE APPOINTMENT SHALL BE CONFIRMED BY THE COMMISSIONERS. THE ALTERNATE MEMBER SHALL BE EMPOWERED TO SIT ON THE ETHICS COMMISSION IN THE ABSENCE OF ANY MEMBER OF THE COMMISSION OR UPON THE OCCURRENCE OF A VACANCY ON THE COMMISSION.** Each member **AND ALTERNATE MEMBER** of the Ethics Commission shall be a resident of the Town of Middletown at all times during their term of office. The members **AND ALTERNATE MEMBERS** of the Ethics Commission may be compensated for performing their duties at such rate as may be determined from time to time by resolution of the Burgess and Board of Commissioners.

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

INTRODUCED ON THE _____ DAY OF _____, 2014
PASSED ON THE _____ DAY OF _____, 201__
EFFECTIVE DATE: _____, 201__

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John Miller, Burgess



MEMORANDUM

DATE: November 4, 2014
TO: Burgess and Commissioners
FROM: Andrew J. Bowen, Town Administrator
SUBJECT: Candidates for Ethics Commission

On May 12, 2014, the Burgess and Commissioners enacted the Town's Ethic Ordinance which establishes an Ethic Commission to review and investigate any complaints filed against elected and/or appointment officials.

The Town has advertised for volunteers to serve on this Commission. The application process was closed on October 31, 2014. The Town has received letters of interest from the following individuals:

- *Chris Ciucci, 2907 Bidle Road (Not a Residents – Cannot Serve)*
- **Virginia Cuff, 222 Broad Street**
- **Thomas Duke, 7 Keller Lane**
- **Saundra Nickols, 208 Layla Drive**
- **David Weaver, 415 East Green Street**

The term of office is for two (2) years and Commission members must be a resident of the Town of Middletown.



Water & Sewer Committee
Recommendations on Water & Sewer Billing
Thursday, November 6, 2014

Strategic Future Plan for Billing

Long-Term

- ▶ Promote conservation
 - ▶ Rate conservation
 - ▶ Water conservation
- ▶ Improve customer service
- ▶ Provide convenient/modern payment methods including bank drafts
- ▶ Meter replacement on schedule with life expectancy of meters to improve billing accuracy
- ▶ Increase water system capacity

Short-Term

- ▶ Move to All radio read meters to reduce meter reading costs
- ▶ Provide e-Billing
- ▶ Quick(er) response time for meter replacement
- ▶ Structure billing to allow for ability to describe major capital projects

Benefits to e-Billing

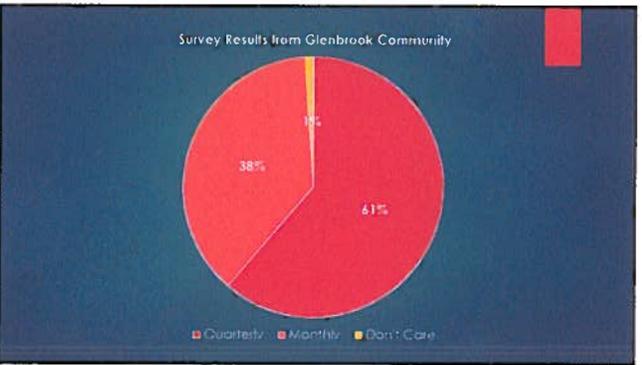
- ▶ Decrease in overall costs whether quarterly or monthly billing
- ▶ Customers can view account history on-line
- ▶ Reduction in paper use
- ▶ Reduction in invoice preparation
- ▶ Increase speed in providing customers account billing and information
- ▶ Reduction in staff time to prepare invoicing
- ▶ Reduction in staff time to answer customers questions about account questions

Quarterly Paper Billing

<p>Pros</p> <ul style="list-style-type: none"> ▶ Easier for staff to manage accounts ▶ Lower processing and mailing costs ▶ Reduced meter discrepancies 	<p>Cons</p> <ul style="list-style-type: none"> ▶ Wasted paper in junk mail bin due to 90-day mailings ▶ Higher bills for customers to pay ▶ New overhead to replace meter
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Monthly Paper Billing

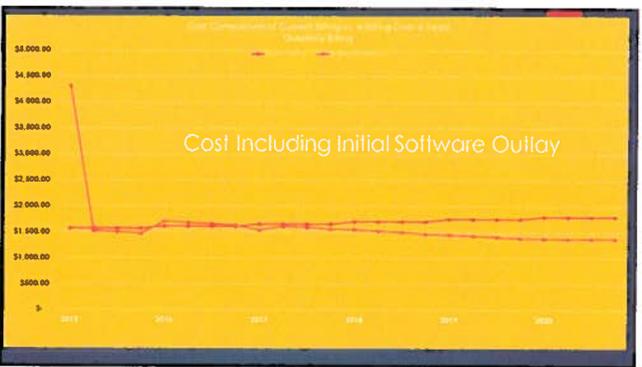
<p>Pros</p> <ul style="list-style-type: none"> ▶ Improved visibility to enterprise hand ▶ Monthly bills to better track ▶ Easier for customers to make payments due to lower bills ▶ In line with other utilities 	<p>Cons</p> <ul style="list-style-type: none"> ▶ Higher processing and mailing costs ▶ More overhead for staff to manage accounts ▶ Increased meter discrepancies ▶ Costs for new address and software
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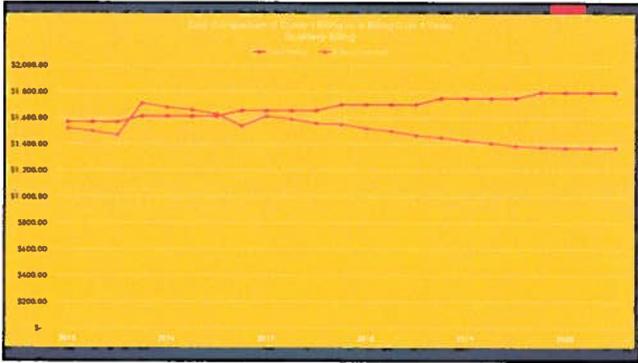


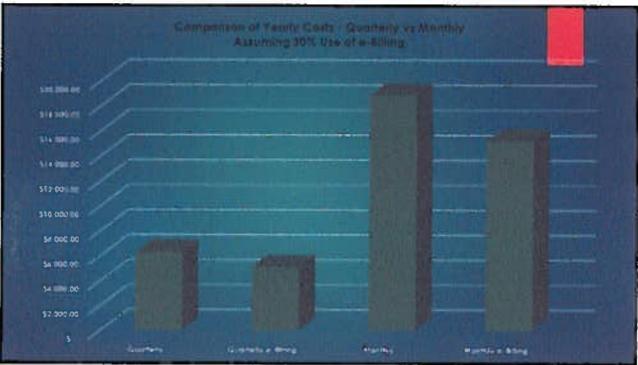
Glenbrook Survey Comments & Conclusions

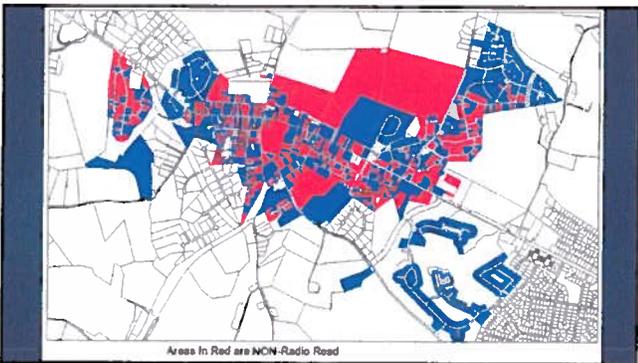
- Survey response rate - 45.15% Total sent 100, total received 45
 - Response by file - 40.7%
 - Response by website - 10.1%
 - Response by mailing - 1.2%
- No inherent problems with monthly billing customer and other than personal preference
- 30.6% of Glenbrook residents did not respond, assumption is that they do not feel strongly one way or the other
- #1 complaint in comments - Cost of materials for mail back payments and approach of mail for process from long falling
- #1 positive comment - Mail tray is easier to budget
- #2 most cost of comments from residents - costly if we had more detailed details of what the current expenses are from Glenbrook, we must do a better job of informing customers of payment options

Current Billing Costs					Cost for e-Billing InhouseCloud				
Water Bill	Units	Unit/1	Cost	% of Cost	Water Bill	Units	Unit/1	Cost	% of Cost
Services			\$ 0.029500	4%	Invoices			\$ -	0%
Reply Envelopes			\$ 0.043500	2%	Reply Envelopes			\$ -	0%
Envelopes			\$ 0.043500	2%	Envelopes			\$ -	0%
Nonwater Costs					Nonwater Costs (Print List Provided with the e-B)				
Form of Paper	300	\$ 2.99	\$ 0.002990	1%	Form of Paper	300	\$ 2.99	\$ -	0%
Color Copies			\$ 0.049000	2%	Color Copies			\$ -	0%
Labeling/Printing	1,304	\$ 444.20	\$ 0.30	31%	Labeling/Printing	1,304	\$ 444.20	\$ -	0%
Postage			\$ 0.49	20%	Postage			\$ -	0%
Total Cost/10			\$ 0.97	100%	Change to Inhouse Cloud/10			\$ 0.33	33%
					Total Cost/10			\$ 0.33	33%









Water & Sewer Committee Recommendations

- ▶ Implement a billing immediately
- ▶ Move toward monthly billing in phases
 - ▶ Hardy Road - All Radio Road
 - ▶ Gline Branch Estates - All Radio Road
 - ▶ Estlin Circle - All Radio Road
 - ▶ Eastside Active Adult - All Radio Road
 - ▶ Other sections of Town as full conversion of Radio Road is completed
- ▶ Investigate automatic bank withdraws as another payment option
- ▶ Continue with meter replacement program

Questions?

Town of Middletown, MD Options for Street Light Buyback



Street Light Upgrade - Middletown's Current and Proposed Street Light Inventory

Existing System

- 51 cobra head luminaires mounted on utility-owned wood poles
- 11 cobra head luminaires mounted on utility owned poles.
- 667 decorative luminaires mounted on 667 utility owned poles.



Proposed Modifications

- Purchase existing lighting system from local utility
- Replace existing high intensity discharge (HID) luminaires with light emitting diode (LED) luminaires.
- Estimated annual energy savings: \$ 15,000
- Estimated annual operational cost avoidance: \$100,000



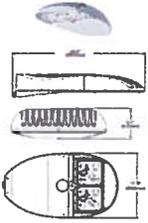
Preliminary Business Case Options

1. Buyback Lights, Upgrade to LEDs and Keep Savings (~ \$577,000 over 15 years)
2. Buyback Lights, Upgrade to LEDs and use Savings to Upgrade some Poles (~ 250 to 280 Poles)
3. Buyback Lights, Upgrade to LEDs, use Savings to Upgrade some Poles, and contribute Capital to Upgrade more or all Poles (replacing all poles will require ~\$700,000 capital contribution)



Street Light Upgrade - LED Street Lights Highlights

Commercial Service – Cobrahead
400 w → 101 w



Residential Service – Cobrahead
150 w → 53w



LED Warranty
10 Years complete fixture
110,000 burn hours
life expectancy
27 years

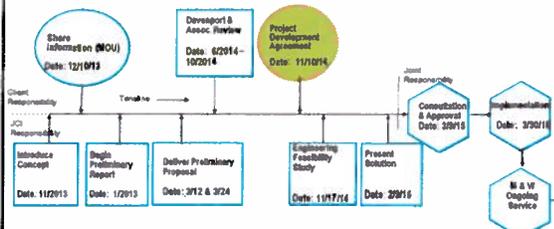


Benefits of the Proposed Project and Implementation Approach to the Town of Middletown

- Guarantee on project's technical and financial performance
- Eliminate the need to raise new capital – paid for from operational budget savings
- Lower cost to own, operate and maintain street lights
- Cost certainty in the budgeting process
- Reliable Street Lighting System – 10 yr. warranty, 27 yr. life
- Long-term renewable energy source
- Resident Satisfaction
- Safety enhancement with brighter lumens
- Advance Town's energy and carbon reduction goals



Town of Middletown -Streetlight Buyback Business Process Timeline



Project Development Agreement

- ✓ Meet with local utility to obtain utility procedures and methods required to purchase the existing street light system
- ✓ Obtain utility documentation and conduct itemized street light inventory
- ✓ Negotiate costs and for the provision, by the local utility, of an agreement for the purchase of the existing street lighting system
- ✓ Obtain a attachment agreement from the local utility to permit new street lighting fixtures, when required by Town of Middletown, to be installed and connected
- ✓ Gain a commitment letter for the buyback of the street lighting system from the local utility
- ✓ Obtain legal acceptable contract from the local utility
- ✓ JCI shall represent Town of Middletown in buyout negotiations, when required, and will obtain approval documentation
- ✓ JCI shall authenticate utility change of rate and shall confirm correct billing, under new rate



Project Development Agreement

1. By executing the Project Development Agreement (PDA), the Town is authorizing Johnson Controls to move forward and develop an Engineering Feasibility Study (Study).
2. Executing the PDA obligates the Town to pay the \$36,000 cost of the Study, only if the Town elects not to move forward and implement the Study's recommendations with JCI.
3. The Town does not have to pay for the Study if:
 - a. JCI fail to develop a Study that meet the financial criteria outlined in the PDA (15 year payback)
 - b. The town hires JCI to implement the recommendations in the Study – the Study cost (\$36,000) can be rolled into the implementation cost.





BURGESS & COMMISSIONERS OF MIDDLETOWN MARYLAND
SIGNATURE TO BID
2014 Sidewalk Snow Removal Pilot

Each bid must show the full business address and telephone number of the bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his authority to do so.

All documents, materials, or data developed as a result of this contract are the Town's property. The Town has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Town may use this information for its own purposes, or use it for reporting to Federal agencies. The contractor warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the Town. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL PAGE IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE SPECIFICATIONS.

By signing here, bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

COMPANY

ADDRESS:

AUTHORIZED
SIGNATURE:

TITLE:

PHONE NO.

DATE:

**TOWN OF MIDDLETOWN MARYLAND
SIDEWALK SNOW REMOVAL**

SPECIAL TERMS AND CONDITIONS

SCOPE: The Burgess and Commissioners, herein called Town, request bids from qualified Contractor's for the Town's requirements of snow removal from sidewalks from on Town Property. The Town has several locations that are to be covered by this bid. *See attached map for location.*

Wiles Branch Park- Sidewalks along Knoll Side Drive from W Main St to first private property and along the south side of West Main St from Eastern Circle to Rudys Welding.

North Pointe - Sidewalks along North Pointe Terrace and Main St, along North pOinte Terrace at the open lot and Park.

Memorial Park – Sidewalks along Franklin St and South Church Street from the Memorial Point to the end of the park property and the sidewalk that joins the two through the park. Does not include the Memorial Circle.

Jefferson Village – Sidewalk from Washington St up the hill to the first parking area.

Washington Street SWM – Short section of sidewalk at the driveway to the SWM pond.

Lamar Lot & Elm Street Parking Area- Front sidewalk at sitting area and rear of Lamar lot on Washington St.

Willow St – Sidewalk in front of building and alongside to first garage door.

Cone Branch Drive Area – Sidewalks along both sides of East Green St adjacent to the SWM ponds and to Cone Branch Drive. Sidewalk along Woodmere Circle to the property line of the SWM pond. West side of Cone Branch to Main St and to the end of the SWM area near Caroline. Sidewalk from Cone Branch west along Main across the pedestrian bridge and the same on the south side of Main St from Lombardy.

Foxfield SWM Ponds and path –Smithfield Drive sidewalk next to SWM Pond, Sidewalk along Foxfield Pass next to SWM Pond. Walk path from Manda Ct across Town Maintenance property to the shopping center parking lot.

Layla Drive - Both sides of Layla Drive from the last private property to Hollow Road

Glenbrook Soccer Field and Parking Area – Sidewalk from the parking area across the culvert to the first private property on the south side only.

Glenbrook ROW- sidewalk along Wagon Shed Drive across reserved ROW.

All bidders must have at least \$1 million dollars in liability insurance coverage. A copy of proof of coverage is required to be included with the bid package. The Town shall be named as an additional insured on the policy.

The scope of work is to include snow removal for any event over 1 inch accumulation with snow removal completed within 48 hours after the event has stopped. Since storm event and accumulations can vary the town contact person may be phoned in the event there is a question of accumulation or the need for snow removal. Snow may be removed by snow blower, shovel, ATV or other equipment that may be used on the sidewalks weighing less than 3000 lbs and a width no wider than the concrete sidewalk. Snow shall be blown or piled onto the Town

property, careful attention shall be afforded so snow is not blown or piled onto private property. Sidewalks and handicap ramps shall be cleared to the concrete limits except in storm events that accumulate more than 12" (3 +/- feet wide path is acceptable). Removal may occur at any time of the day or night. Ice melt (calcium chloride) shall be spread one time per event after the area is cleared of snow.

Independent Contractor. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Town. Contractor, and not Town shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that Town shall not be liable for any loss of or damage to Contractor's materials or equipment located on the Property.

Indemnification. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless the Town, managers, employees, (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, sidewalks, light poles, signs, landscaping, or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

Basis of Payment Contractor shall submit a "time and materials" monthly invoice to Town at the address set forth above for the amounts properly due under this Agreement. Subject to the conditions for payment and limitations on liability set forth herein, Town shall pay Contractor, within thirty (30) days after receipt of an invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date Services were rendered the amount of materials used and the unit price charged therefor, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate. If Town contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

Basis of Bid Contractor shall provide a list of anticipated labor, equipment and materials detailing the unit price per hour or per bag (lbs) for material. The list shall include equipment that may not or may not be used in every event but could be used in events ranging from 1" to 12"+ snow events. Typically the Town Crew consists of 3 men, 2 snow blowers, 1 truck and trailer, shovels and leaf blowers. The time to clear the sidewalks for a normal 4" to 8" event is 6 to 8 crew hours.

2014 – 2015 SNOW CLEARING CONTRACT

Terms and Conditions

From the period October 1, 2014 through March 31, 2015, Classic Landscaping, Inc. will perform snow-clearing operations under the following terms:

Basic Services

1. Classic Landscaping, Inc. (Frederick, MD Office) will provide all labor and equipment. Materials used will be as directed by owner and will be billed in accordance with fees and billing section below.
2. Contractor will push snow from main roadways to appropriate areas (some parking spaces will be cleared as snow is pushed and piled). Contractor will clear as many parking places as practical. No single spaces will be cleared. Space clearing should take place during daytime hours.
3. Plowing will commence upon accumulation of approximately two and one-half inches (2 ½") of snow. In the event of a snowfall approaching five to six inches (5-6") contractor will make one visit to open up drives prior to morning or afternoon rush hour, when appropriate, and return again to clean up after snowfall ceases.
4. Snow will be cleared as soon as possible so that driveways may be passable by 6:00 a.m. or 6:00 p.m. A final clearing will be performed no later than 24 hours after snow has stopped. In the event of extreme (20" or more) snowfall, only streets will be cleared during the storm to provide emergency access.
5. Walks, if included, will be cleared within twenty-four hours after snowfall. Walks will be shoveled or cleared with snow blowers. A minimum path of 24" will be cleared. In the event of a major storm as wide a path as possible will be cleared. Owner will designate which walks are to be cleared on the site.
6. All ice control measures will be performed only at the direction of the owner or the agent, unless Automatic Ice policy is executed (see below).
7. In the event of a blizzard, contractor will supply front-end loader for the sole purpose of removing piles of snow from drives and lots. This must be requested by the agent. Equipment will be dispatched to the site when available on a "first order, first serve basis". Following a heavy snow only main drives, parking areas, and entry walks will be cleared initially. Additional areas will be cleared as conditions permit.
8. If an icy build-up or problem area arises and sand is considered necessary, the contractor will at the request of the agent, unless agent has accepted the auto ice policy, provide sand and or ice control chemicals as soon as possible. The crew supervisor will make site inspections each visit and reports will be made to Production Manager. After ordered by agent, the Production Manager will inspect site once each twenty-four hour period after the snowfall, and respond accordingly with applications prior to heavy traffic activity times of 6 a.m. to 6 p.m.
9. Classic Landscaping will not be responsible for areas that are permanently or temporarily inaccessible, i.e.: loading docks with trucks in them, dumpsters, vehicles in the way, etc.
10. Sanding of streets or walks beyond terms of this contract will be completed only upon request from the agent.

Automatic Ice

1. An Automatic Ice policy is executed at the signing of this contract. It authorizes Classic Landscaping to perform ice control measures as needed during winter storms that result in ice build up either from the storm or from refreezing. No call will be required to initiate the ice control services. Classic will be responsible to monitor the weather conditions and respond as deemed appropriate in order to minimize icy conditions on site.
2. Ice treatment will take place on sidewalks, steps, entryways and travel lanes. Areas excluded but not limited to, from the Automatic Ice policy, are individual spaces, edges of travel lanes, and between vehicles.
3. If an icy build-up or problem area arises and sand is considered necessary, the contractor will provide sand and/or ice control chemicals as soon as possible. The crew supervisor will make inspections each visit and reports will be made to Production Manager. The Production Manager will inspect site once each twenty-four hour period after the snowfall, and respond accordingly with applications prior to heavy traffic activity times 6:00 am to 6:00 pm. Inspections will be made at no charge.
4. To opt out of auto ice control oversight and transfer all responsibility for the scheduling to the agent/owner, please contact our office for a Waiver of Automatic Ice. In waiving this portion of the policy, contractor assumes no responsibility for damages or injury to property or persons caused by icy conditions until applications are ordered by agent and executed by Classic.

Liability

1. Contractor will accept responsibility for damages to property caused by "negligence" on the part of the contractor and or its employees while acting within the scope of their employment. However, contractor assumes no responsibility for damages or injury to property or persons occurring on the property covered by the terms of this agreement by reason of the conditions of the property with regard to snow, ice, water, and the like. Likewise contractor will not be responsible for extended manholes, structure, etc. that may be hidden by snow or unknown to the contractor; nor responsible for the general wear and tear of the streets and curbs due to plowing. Contractor will not be held responsible for damages to surfaces caused by excessive ice, or any damages resulting from removal operations. Contractor will make a complete site inspection prior to snowfall noting any objects that could be damaged in effort to reduce the chances of such damages.
2. A Certificate of Insurance and Workers Compensation insurance will be provided upon request.

Fees and Billing

1. Services outlined will be performed at the fees listed below. Fees will be on a per hour basis with all available areas cleared each time. A minimum 1-hour charge will apply to all services. After the first hour, charges will be rounded to the nearest 15-minute increment. Customers requesting standby service will be billed at one half the service rate listed with a one-hour minimum.
 - \$ 110 Per hour plow truck (snow under 8")
 - \$ 125 Per hour plow truck (snow over 8")
 - \$ 110 Per hour application of chemicals/salt with truck mounted 400 pound spreader
 - \$ 260 Per hour application of chemicals/salt with two-ton spreader truck
 - \$ 115 Per hour front-end loader
 - \$ 190 Per hour front-end loader or backhoe w/ ProTech (4x as productive as loader)
 - \$ 55 Per hour to clear walks/steps with shovels and apply chemicals/salt by hand
 - \$ 65 Per hour to clear walks with blowers
 - \$ 95 per ton sand or grit
 - \$ 270 per ton salt
 - \$ 48 Per 50 lb bag of chemicals
 - \$ 26 Per 50 lb bag of salt

Chemical prices subject to change in the event supplier prices are increased.

Contractor will submit a separate invoice for each snow within two weeks of completion. Disputes arising from the services performed and or the billing issued will only be valid for a period of 30 days after the bill has been issued. A retainer in the amount of \$500.00 is due and payable upon the signing of this contract. This retainer will be applied to services as they are completed. Unused retainer will be returned. Payment is due 20 days after the receipt of invoice unless otherwise established by agent and contractor. A 1.5% per month late charge will be assessed on all invoices 30 days or more past due. Agent/Client agrees to pay all costs incurred as a result of efforts required to collect past due balances.

General Information

1. Duration - This contract shall be for a period of six months beginning October 1, 2014 and ending March 31, 2015.
2. Termination - This contract may be terminated by either party, with or without cause on 10 days written notice. Notice must be sent by certified mail.
3. Contacts - Must be available by phone 24 hours a day.

Job #: 10608

By _____
Scott J. Hall, CEO

By _____

Date _____
October 21, 2014

Date _____

CLASSIC LANDSCAPING, INC.

TOWN OF MIDDLETOWN

Town of Middletown
 Estimated Sidewalk Snow Removal Costs Winter 2013- 2014

Storm Event					Sidewalks					
Date	Snow	Ice	sdwlk hrs	notes	men	hours	total	Snow blwr	stihl blwr	CaCL2 - bag
12/9/2014	6.5									
12/10/2014	4		3	3 men	4	3	12	6	0	
12/14/2014	1			salt only			0			
1/2/2014	2-3			salt only			0			
1/3/2014	0			salt			0			
1/10/2014	0			salt ice rain			0			5
1/18/2014	0.5		3	1man	1	3	3		3	
1/22/2014	7		6	19 high	3	6	18	12	0	
1/29/2014	0.25		3	blow walks	1	3	3		3	
2/3/2014	1			plowed			0			
2/5/2014	0			rain ice			0			5
2/9/2014	1			blow walks	2	2	4		4	
2/13/2014	12				4	8	32	16		
2/18/2014	0						0			
2/26/2014	1		0		0		0			
3/3/2014	1		0		0		0			
3/17/2014	3				2	2	4	4		

	Hours	76	38	10	10
Subcntrct	Hrly Cost	\$ 55.00	\$ 10.00	\$ 10.00	\$ 48.00
	Subtotal	\$ 4,180.00	\$ 380.00	\$ 100.00	\$ 480.00
Subcntrct	Total Cost				\$ 5,140.00
	Town Avg Rate	50%OT	\$ 35.00	\$ 17.29	
			\$ 2,660.00	\$ 657.14	\$ 50.00
		trk & trlr	27		\$ 3,907.14
			\$ 20.00		
			\$ 540.00		

Equipment Rate

	units	Cost	First Cost	Cost/yr	Life	OM	OM Cost/life	Cost /yr
snwblwr	2	2500	5000	714.2857	7	300	4200	600
			cost/yr	657.1429				



MEMORANDUM

DATE: November 6, 2014

TO: Burgess and Commissioners

FROM: Andrew J. Bowen, Town Administrator

SUBJECT: Adequate Public Facilities Ordinance

Below is the list of municipalities in Frederick County and whether or not they have adopted an APFO:

- Brunswick - YES
- **Burkittsville** - NO
- Emmitsburg - YES
- Frederick - YES
- **Middletown** - NO
- Mount Airy - YES
- Myersville - YES
- **New Market** - NO
- **Rosemont** - NO
- Thurmont - YES
- Walkersville - YES
- **Woodsboro** - NO

Town of Middletown

Policy on Commercial Growth

Adopted on April 6, 2004
Amended on August 22, 2011

Policy Statement

It is the policy of the Town of Middletown that commercial growth be encouraged to occur within the Town limits to meet the consumer needs of the growing local population within the Middletown Region.

Development Criteria

For commercial development to be considered, all of the following criteria must be met:

- Developer must provide and pay all tap and meter fees for an equated (250 gpd/unit) amount of allocable water per tap as calculated by the Town, and shall be required to cover all costs of physical connection to the Town system
- Developer must pay all tap and meter fees as well as a proportionate share of cost to upgrade/increase sewer capacity, based on all factors at time of Water/Sewer certification
- Developer must provide a Traffic Impact Study at the request of the Town, to be conducted during a period of time approved by the Town, and solutions to all identified problems directly related to the requested development must be corrected at the cost to the developer
- No development may receive Plan approval from the Town for uses creating a trip generation rating below level D as defined in the most recent edition of the Highway Capacity Manual.
- Developer must provide usable contiguous recreation space, as determined by the Planning Commission, at .2acres/gross acreage, which may not be allowed to include required setback, FRO, SWM, or buffer areas
- All property requesting annexation for commercial development shall pay at time of annexation municipal real estate taxes,
- The Town will determine and negotiate through Public Works Agreements all necessary off-site improvements that will be required to be constructed by and at the cost to the developer,
- Other factors as determined by the Town that may be applicable to each individual development request in addition to those listed herein.



Burgess and Commissioners of Middletown, Maryland

Policy on Residential Growth – Adopted July 17, 2003 **Amended on August 22, 2011**

Policy Statement

It is the policy of the Town of Middletown that all new residential development resulting from annexation, will not occur before the first quarter of 2015.

Existing lots of record for single-family units are excluded from this policy, provided that adequate water and sewer capacity exists at the time of requested residential development.

Development Criteria

For development to be considered in the year 2015 and beyond, all of the following criteria must be met:

- ✓ Developer must provide 250 gallons of allocable water per unit, and may be required to cover all costs of physical connection to the Town system,
- ✓ Developer must pay a proportionate share of cost to upgrade/increase sewer capacity, based on all factors at time of Water/Sewer certification,
- ✓ Prior to Preliminary Site Plan approval, all Middletown schools located within the corporate limits of Middletown must be less than 105% capacity as rated at the time of the most recently submitted Frederick County Public Schools Quarterly Enrollment report, and approval will only be valid for two years after the Plan is signed by the Middletown Planning Commission,
- ✓ Developer must provide a Traffic Impact Study at the request of the Town, to be conducted during a period of time approved by the Town, and solutions to all identified problems related to the requested development must be corrected at the cost to the developer,
- ✓ Developer must provide usable recreation space, as determined by the Planning Commission, at .05 acres/unit for the total number of units in the development,
- ✓ No development will receive more than 20 residential permits per year. However, the Town shall not approve more than 30 residential permits per calendar year for all residential development within the Town, and all residential permit allocations for each residential development will be determined by the Town.
- ✓ The Town will determine and negotiate through Public Works Agreements all necessary off-site improvements that will be required to be constructed by and at the cost to the developer,
- ✓ Other factors as determined by the Town that may be applicable to each individual development request in addition to those listed herein.