



# AGENDA FOR THE TOWN MEETING

November 24, 2014

Revised

7:00 p.m.

## PLEDGE TO THE FLAG

## CALL TO ORDER

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

## CONSENT AGENDA

- Town Minutes
  - [November 10, 2014 – Town Meeting](#)

## PERSONAL REQUESTS FOR AGENDA:

*Presentation of the FY 2014 Audit – Adam Cosden CPA  
Albright Crumbacker Moul & Itell, LLC*

## UNFINISHED BUSINESS:

- [Review of Growth Policy Updates](#)
- [RFP for Broad Street Reconstruction Design](#)

## NEW BUSINESS:

- [Request from T-Mobile To Increase Antennas and Lease Payment](#)
- [Discussion of Proposal to Create Civil War Walking Tour for Middletown](#)
- [Review of Public Works Agreements for Developments](#)
- Change in Town Meeting Dates for December 2014 and January 2015
  - December 22, 2014 Town Meeting – CANCELLED
  - January 1, 2015 Town Workshop – Reschedule to January 8, 2015

## PUBLIC COMMENTS:

*Please state Name and Address for the Record*

## ANNOUNCEMENTS:

- *Christmas in the Valley – Friday, December 5, 2014 6:00PM-8:00PM*
- *Town Office will be Closed on the Following Dates over Christmas:*
  - *December 25 & 26, 2014*
  - *January 1, 2015*

## ADJOURNMENT

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN MEETING MINUTES

### REGULAR MEETING

November 10, 2014

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on November 10, 2014, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Rick Dietrick, Tony Ventre and Christopher Goodman.

### CONSENT AGENDA

#### *Financial Statements*

#### *Town Minutes – October 27, 2014 Regular meeting*

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

### PERSONAL REQUESTS FOR AGENDA:

#### **Unfinished Business:**

**Ordinance 14-11-01 – Amendment to the Ethics Commission** – Burgess Miller stated that this Ordinance is to have 3 members and an alternate on the Ethics Commission.

Motion by Commissioner Ventre to approve Ordinance 14-11-01 as presented, seconded by Commissioner Bussard. Motion carried 5-0.

**Appointments to the Ethics Commission** – Burgess Miller stated that we had 5 people show their interest in serving on the Ethics Commission. One person was out of town therefore cannot serve.

Motion by Commissioner Bussard to appoint Thomas Duke, 7 Keller Lane; Saundra Nickols, 208 Layla Drive; David Weaver, 415 East Green Street and Virginia Cuff, 222 Broad Street(as the alternate) to the Ethics Commission, seconded by Commissioner Ventre. Motion carried 5-0.

**Recommendation from Water & Sewer Committee on Future Billing Methods** – Drew presented a power point presentation from the Water & Sewer Committee showing the pros & cons on quarterly vs. monthly billing. It was stated that one of the things the Water & Sewer Committee wants to implement right away is ebilling. Drew stated that we have had a presentation from a company that works with our current water/sewer software that does ebilling. The cost to implement this is \$4,000.

*David Lake, member of the Water & Sewer Committee* – stated that he felt the biggest push from the Water & Sewer Committee was to implement ebilling and then continue to implement other things from the Water & Sewer Committee's wish list. Mr. Lake stated that he feels we should take baby steps with this and not make a lot of changes all at once.

Burgess Miller stated that he feels we should work on educating the residents of all the payment options they have to pay their bills. Burgess Miller would like to send out a letter to all residents informing them of those options.

Motion by Commissioner Bussard to stay with quarterly billing (making Glenbrook quarterly billing again January 2015) and implement ebilling with a cost of up to \$4,000, seconded by Commissioner Dietrick. Motion carried 5-0.

**Discussion of Streetlight Buy-back Program** – Drew showed the Board an updated spreadsheet in regards to the buy-back program of the Streetlights that Johnson Controls sent him.

Commissioner Dietrick asked if we were buying the telephone poles that some of the lights are on? Drew stated that no we will only buy the arm and the light.

Commissioner Dietrick also asked if there was a fee or a lease for us to keep the lights and/or equipment on the poles? Drew stated that is something that Johnson Controls will need address.

It was asked if there were any other municipalities in the area that have done this program? Drew stated that none in Frederick County, but Ocean City and Baltimore both have done so. This item to be on the December agenda for additional review.

**Update on West Green Street Improvements** – Drew stated that at the December meeting he will have a timeline of when this project will begin.

#### **REPORTS OF COMMITTEES –**

**WATER & SEWER** – no report

**PUBLIC WORKS** – Commissioner Bussard reported:

Maintenance crew installed water fountain at Memorial Park, street patching is complete and the guys have started to get the equipment ready for winter.

New dump truck should be here before Thanksgiving.

Burgess Miller stated that he and Cindy had a discussion that maybe the Public Works committee should start reviewing the subdivision plans.

**PLANNING COMMISSION** – Commissioner Goodman reported:

Chesterbrook Condo – BOA hearing scheduled for Nov. 19<sup>th</sup> at 7pm.

Cross Stone Commons has 3 years to put the right in if after that they have to come back to the Planning Commission.

329 S. Jefferson Street – demolition plan

We will be discussion guns retail & regulations in town.

**PARKS & RECREATION** – Commissioner Ventre reported:

Waterline at Memorial Park is problematic and has been for a few years. Bruce Carbaugh is asking to remove the hedges around the bathrooms and facilitate a new frost free hydrant. The Board was in agreement for staff to proceed.

Drew has sent out bids for walking trail maps – bids are due Dec. 3, 2014.

Lois Corl a member of the Parks & Rec Committee stated that there are some desirable trees and he would like to see some trees planted along some of the trails that do not have many.

Meeting this month along with the dog park sub-committee will be meeting.

**FINANCE** – no report

**PUBLIC INFORMATION** – no report

#### **NEW BUSINESS:**

**Discussion of Pilot Program for Sidewalks Snow Removal** – Drew stated that Bruce Carbaugh is asking to have the removal of snow off Town sidewalks be contracted out. Drew stated that if we have a winter like we had last year, our guys are out plowing all night, sometimes days at a time and they become very fatigued and with our ordinance that all sidewalks need to have the snow removed within 24hours after snow event, we sometimes have a hard time meeting that.

Motion by Commissioner Ventre to approve spending up to \$5,100 to contract out the Town's snow removal of sidewalks, seconded by Commissioner Bussard. Motion carried 5-0.

**Discussion of APFO and/or Growth Policy Updates** – Burgess Miller stated that he, Drew and Cindy will be meeting to discuss and make some necessary changes and will bring back to the Board at the December meeting.

**PUBLIC COMMENT: None**

**ANNOUNCEMENTS:**

Burgess Miller stated that the Boy Scouts held a wonderful Veteran's Day Ceremony at Memorial Park on Sunday.

**ADJOURNMENT**

Meeting adjourned at 8:25pm.

Respectfully submitted,

Ann Griffin  
Office Manager



**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 must adhere too.

**Deleted:** 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, all of the following criteria must be met:

**Deleted:** in the year 2015 and beyond

- ✓ 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 .05acres/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.

**Commented [DB1]:** This statement can cause confusion and should be discussed.

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

## MEMORANDUM

**TO:** Burgess and Commissioners

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

**DATE:** November 10, 2014

**RE: Broad Street Streetscape Engineering Proposals**

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The Town received three engineering proposals for the Broad Street Streetscape project. The proposal prices were \$39,997.00 (Triad Engineering), \$44,496.48 (ARRO Consulting) and \$61,905.00 Fox and Associates). Triad Engineering designed the portion of Broad Street that has already been completed and is capable of completing this work.

The design services will include waterline replacement on the south end, storm drain pipe and structure replacement outside of the newly replaced area and complete roadway, curb and sidewalk replacement outside of the newly replaced area.

The CIP budget for the engineering project is \$70,000.00. Staff is recommending award to Triad Engineering.



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

**TO:** Engineering Consultants

**FROM:** Bruce A. Carbaugh, P.E., Director of Operations and Construction

**DATE:** October 7, 2014

## **Broad Street Reconstruction Design Services Price Proposal**

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### **Basis of Design for Price Proposal**

The Town of Middletown intends to reconstruct the majority of Broad Street with the exception of the area reconstructed from Locust Alley south for approximately 325 feet. The water main from Franklin Street north for approximately 700 LF will be removed and replaced with new 1" service lines and outside meters installed. Storm Drain collection inlets and mains will be replaced from Main Street to Franklin with the exception of the new development area where new storm drain and inlets were installed.

### **Topographic Survey**

Provide a topographic survey of Broad Street from Main Street to Franklin Street (plans from the new development are available as well as water and sewer plans). Include all existing utilities, inverts, services and laterals. Provide elevations, topography and property lines. Include property line research and location for the project limits.

### **Geotechnical Exploration**

Obtain geotechnical services from an experienced subconsultant to take asphalt cores and subgrade soil classifications. Include a minimum of 6 cores and classifications outside the new development area. Core report and classification will be attached to the project specifications.

### **Preliminary Design**

Prepare a preliminary design alternative (2 new options) for the southern portion of Broad St from Franklin to 700 feet north. This area is very wide and the Town desires to explore the narrowing of the roadway to accommodate sidewalk on both sides of the street and traffic calming techniques either by constricting the travel lanes or some other control measure. This will also facilitate the installation of the new storm drain outside the curbline.

After approval of the design alternative proceed with remaining preliminary design tasks.

### Roadway

Prepare plan and profile based on the approved alternative, typical cross sections and cross sections at 50 –foot intervals and important locations. Show centerline profile grades, profile elevations and proposed elevations for top and bottom of curb and tie in to existing conditions. Provide survey data for the baseline.

### Utilities

Develop plan and profiles of the existing water and sewer and the proposed waterline replacement. Indicate waterline fittings valves and restrained zones on the profile.

Develop the storm drain collection from Main St.(MDSHA streetscape plans available) to Franklin St (mid block development as-builts available). and examine the downstream effect if the proposed line is larger than the downstream receiving line. Provide plan and profile for the inlets along the street and at the intersection of Franklin and Broad. The existing inlets and pipe system is in poor condition and of multiple materials. Design the piping system in accordance with MDSHA design guidelines and Town standards. Provide computations based on a 10 year design storm and 2 years storm for inlet spread calculations.

### Stormwater Management

We anticipate a reduction of impervious area or a net gain of zero. If stormwater management facilities are required we would prefer inlet style treatment measures. The Town does not have any available ROW for construction of quantity structures. The consultant should plan for one meeting with Frederick County even though they have responded to our questions that this project would be considered maintenance work.

### Traffic Control Plan

Develop a traffic control plan utilizing MDSHA traffic control standards. The road will be open to local and emergency traffic only during construction.

## **Final Design, Plan, Specification and Cost Estimate**

Incorporate the Town preliminary plan comments in to the final design.

## Roadway

Finalize the plans including horizontal and vertical data, special details and final cross sections. Provide a pavement design in accordance with the Town Standards as a minimum and the geotechnical investigation recommendations. Provide sediment and erosion control plans for review and approval by the Catoclin Soil Conservation Service.

## Right of Way

Determine limits of disturbance and refine metes and bounds of right of way and any temporary construction or perpetual easements needed.

## Utilities

Revise plans and profiles as needed to avoid conflicts or relocations. Facilitate private storm drain connections to the collection where requested (underground downspout drains)

## **Final Design and Bid Documents**

Engineering and construction drawings shall be prepared and sealed by an Engineer licensed in the State of Maryland. Provide an Engineers Preliminary Cost Estimate at the 50% submittal and revised at the final submittal. Provide the Town one electronic copy of the plans and specifications (pdf plans and or Auto CAD and Microsoft Word). The plans and specifications shall become the property of the Town.

The Town anticipates the following construction plans and bidding documents:

- Title Sheet
- Existing Conditions / topo sheet
- Traffic Control / Detour Plan
- Sediment and Erosion Control
- Roadway Plan and Profile
- Stormwater Plan and Profile
- Water line Replacement plan and Profile
- Roadway / Stormwater and waterline details
- Specifications

## **Agency Submittals and Reviews**

The following agencies / utilities will be part of the review and comment process:

- Town of Middletown (2 sets per submission, 1 digital pdf copy)
- Frederick County Sediment and Erosion Control (1 min set stapled and folded per submission)
- Frederick County Development Review – SWM (min 8 sets per submission)
- Frederick County ECS – Grading Permit (3 sets)
- Allegheny Power: Pole Relocations (if necessary)
- Verizon: Pole Relocations (if necessary)

- All Frederick County submittals must be routed through the Town Planning Department.

### **Miscellaneous Items**

Any Town Details (e.g. water meter pit etc, assume 10 details) that are currently hand drawn will need to be recreated digitally during this project to add to the Towns digital standards that can be uploaded by any user from the Town website (pdf, dxf or dwg).

### **PROPOSAL DETAILS**

Each proposal shall address all information outlined herein to include, but not limited to:

1. Detailed breakdown of the lump sum fee including man-hours, hourly and overhead rates, direct costs, meetings etc.
2. Names and resumes for project manager, principal staff and sub-consultants.
3. List of experience on similar projects with contact names.
4. A brief bar chart schedule with the kick off meeting on November 17, 2014, activity items: 50% and 95 % submittals and final bid documents complete. Allow 30 days for each Town review, 1 submittal to Frederick County Development Review and Sediment and Erosion Control with 30 days for each submittal.

The basis for selection of prospective Consulting Engineering Firm shall include experience of the Project Manager and other key personnel to be assigned, proposed staffing plan, familiarity with required standards and procedures, experience with similar kinds of work, demonstrated competence in the services to be provided, proposed project schedule and cost.

Indemnification: Consulting Engineer agrees to and shall indemnify and hold harmless the Town and their respective officers, officials, agents, servants and employees free and harmless from any and all claims, actions, damages and liabilities arising from death, personal injury, property damage or other cause asserted or based upon any act or omission of Consulting Engineer or its agents, servants or employees, relating to or in any manner connected with the accomplishment of the work or performance of services hereunder, its officers, officials, agents, servants or employees, other than the active negligence of said parties. As an integral part of the foregoing indemnity, Consulting Engineer agrees to protect and to defend at its own expense, including attorneys fees, the Town, its agencies and special district and their respective officers, officials, agents, servants and employees, from any legal action based upon any act or omission of Consulting Engineer, as stated herein.

**Broad Street Streetscape  
 Consultant Comparison  
 November 7, 2014**

Work Item	Triad		ARRO		Fox	
	hours	rate	hours	rate	hours	rate
Survey		\$ 6,292.00		\$ 5,750.00		\$ 9,225.00
Geotech		\$ 2,435.00		\$ 3,500.00		\$ 9,100.00
Alt and Prelim Design		\$ 13,860.00				
PM	4	\$ 95.00	12	\$ 171.60	24	\$ 135.00
Project Engineer	100	\$ 85.00	84	\$ 114.40	80	\$ 115.00
CADD	80	\$ 75.00	104	\$ 77.22	150	\$ 75.00
Clerical		\$ 6,000.00	4	\$ 71.50	30	\$ 105.00
	subtot	\$ 14,880.00		\$ 286.00	100	\$ 115.00
				\$ 19,985.68	16	\$ 115.00
Final Design		\$ 14,580.00			24	\$ 75.00
PM	12	\$ 95.00	12	\$ 171.60		
Project Engineer	96	\$ 85.00	40	\$ 114.40		
CADD	84	\$ 75.00	80	\$ 77.22		
Clerical		\$ 6,300.00	22	\$ 71.50		
	subtot	\$ 15,600.00		\$ 14,385.80		na
printing postage mileage		\$ 30,480.00		\$ 34,371.48		\$ 41,980.00
	design subtot	\$ 790.00		\$ 875.00		\$ 1,600.00
	<b>TOTAL COST</b>	<b>\$ 39,997.00</b>		<b>\$ 44,496.48</b>		<b>\$ 61,905.00</b>
Bidding (not in scope)						\$ 2,000.00
Start/ Completion	11/17/14	8/14/15	11/17/14	5/31/15	11/17/14	8/21/15
					Total	\$ 63,905.00
Subconsultant	\$ 8,727.00		\$ 9,250.00			\$ 18,325.00
Eng Consultant	\$ 31,270.00		\$ 35,246.48			\$ 43,580.00
Total Proposal	\$ 39,997.00		\$ 44,496.48			\$ 61,905.00

L Arch  
 Eng Tech  
 Reg Surv  
 Surv Tech

RECEIVED

NOV 20 2014

TOWN OF MIDDLETOWN, MD.

November 19, 2014

Town of Middletown  
31 West Main Street  
Middletown, MD 21769  
Attn: Drew Bowen-Town Administrator

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

RE: 201 High Street Middletown MD 21769

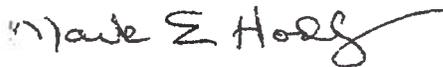
Dear Mr. Bowen,

Per our conversation, T-Mobile is requesting permission to install three (3) new antennas at the above referenced site. T-Mobile has the lease rights to install seven (7) antennas. There are currently six (6) antennas installed. T-Mobile would like to increase these antenna lease rights to nine (9) antennas. For allowing T-Mobile to increase these antenna leased rights by two, and allowing for the installation of these (3) new antennas, T-Mobile proposes increasing the monthly rent by \$100.00.

The actual increase in rent will occur once installation, of the new antennas, is complete. I will create an Amendment to the existing lease to reflect these changes for your review and approval.

I have attached the current Lease, the signed Consent allowing for (7) antennas and the drawings describing the proposed work. I appreciate your help in this process. I look forward to hearing from you.

Best Regards,



Mark E. Hadley  
Site Acquisition – Consultant  
Network Building and Consulting  
(703) 622-8570  
mhadley@nbcilc.com

RECEIVED

# Stephen R. Bockmiller, AICP

10537 Fish and Game Road, Waynesboro, PA 17068

bockmiller@comcast.net

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

240-291-3128

NOV - 17 2014  
TOWN OF MIDDLETOWN, MD.

November 4, 2014

John Miller, Burgess  
Town of Middletown, Maryland  
31 West Main Street  
Middletown, MD 21769

Becky Reich, Manager  
Main Street Middletown  
31 West Main Street  
Middletown, MD 21769

Tim Coakley, Vice President  
Main Street Middletown  
31 West Main Street  
Middletown, MD 21769

Dear John, Becky and Tim:

RE: Middletown and Middletown Valley  
Detailed Tour Map

Per our previous discussions, this letter is being provided as a generalized proposal for providing services to Middletown and Main Street Middletown to produce a detailed historical tour map. This would be similar to the product we have produced for Rose Hill Cemetery and the City of Hagerstown. I am communicating on behalf of myself and Terri Fleetwood, the graphic artist with whom I collaborated on the Hagerstown project.

This information is provided to generate discussion and is not a specific proposal, as price points would be affected by changes in size, desired level of detail and other variables that will only be clarified in future discussion. Nonetheless this proposal will give us a starting point for conversation.

Proposal:

Research and design of a 36-panel (18-panels per side), highly detailed tour map, highlighting the Middletown Valley and the Battle of South Mountain on one side. The other side would highlight the Town of Middletown with inset cemetery tour maps of the Lutheran and Reformed Church cemeteries. The Valley map would include the area from MD 67 to the west, the crest or east slope of Catoctin Mountain to the east, Burkittsville to the south and Wolfsville to the north (or other boundaries determined by you). The maps will focus on Civil War events and activities, but historically significant people, places and events that are not Civil War centric could be included.

As much detail of historic events and information on buildings in Middletown and the graves of important figures in the two cemeteries would be provided as space on the maps allow. General historical references in the valley map would be included, but so would detail on the Battle of South Mountain (if you desire), including identification of the Confederate defensive lines and the Union approach routes and fields of attack. All interpretive markers, including but not limited to Battle of South Mountain interpretive markers and Maryland SHA gray-and-black historical markers would be identified if they are located within the area covered by the map. Any and all monuments would be included as well.

This will be a product that doesn't just hit highlights for the casually interested. The intention is to show just how much history there is in the valley, make the product desirable to history tourists, and promote visitation to the valley to the greatest extent practicable. The Hagerstown map has received many accolades for focusing on this model, and we would like to carry that success to Middletown.

Cost Estimates:

- Bockmiller - Project management, research and use of privately-held research library and illustrations: \$2000 flat fee.
- Fleetwood - Graphic design of the product, variants as follows:
  - Option A: Comparable to Hagerstown Civil War Walking Tour Map -- same size, detail, etc. \$7,000 (cost projected using the amount of time and work that it took to produce the Hagerstown map).
  - Option B: Same size as Civil War Walking Tour Map, but with less text and less detail on map work \$5,360 (cost projected based on lesser detailed map reducing time on project by about 25%)
  - Option C: Smaller sized map (30 panels, rather than 36), less text & moderate detail on map work \$4,000
- Printing - 1000 units - \$964      2500 units - \$1480      5000 units - \$2392  
 Printing costs will be smaller if it is decided to go with a smaller sized product.

Funding Considerations:

While there is substantial cost in the creation of the initial document, reprinting it after the initial run has been exhausted will be substantially less expensive. I will provide any corrections/revisions to my work free of charge. There would be a charge for Terri's work on revisions on a per-hour basis.

We would need to be very careful about using Civil War Heritage Area grant funding to underwrite this project. Although it worked for our recent project, I fear perception of conflict of interest in using this funding source since I serve on the advisory board of the Heritage Area. I would very much prefer using other funding sources.

I suggest finding one donor willing to pay for the printing in return for a noticeable thank you statement on the back cover (not a coupon or bold advertisement inconsistent with the design of the map).

If private contribution is necessary for a funding plan, one approach would be to make limited advertising available within the context of the map. For a \$100 donation to the effort, a tourism related business could have their business name and a symbol (like the ones used on the highways) to highlight the location of services and destinations that tourists would want or need to know (such as restaurants, lodging, antique stores, convenience stores, gas stations, etc.). For example, "The Main Cup" and the fork-and-spoon highway symbol could be included on the Middletown map with an arrow to the Main Cup's location. Forty participants would generate \$4000 to the cause. I strongly advise against merely selling ad space for numerous reasons. But simple labels on the map can serve as reasonable advertising for donors, and provide an additional service, directing map users to businesses typically needed by tourists.

Attachments:

Attached with this letter you will find:

1. A copy of the Hagerstown map that is the model for this proposal.
2. General rough concept for the front and back of the proposed map - at 18 panels each side.

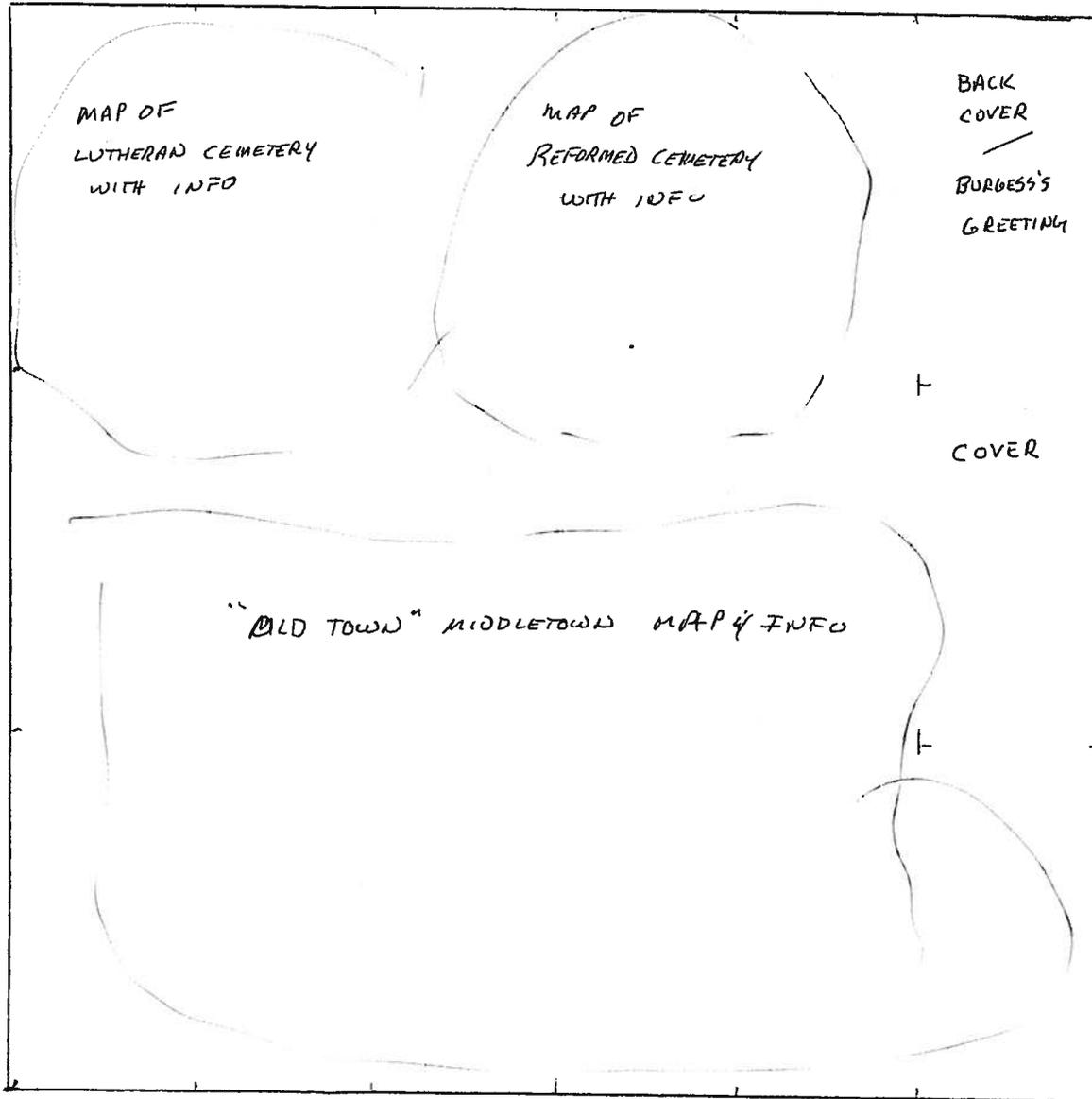
I look forward to discussing the possibilities in this project with you in greater detail. If you have any questions, please contact me at your convenience.

Sincerely,



Stephen R. Bockmiller, AICP

Copy: Andrew Bowen, Town Manager  
Andrew Derr, President, Main Street Middletown  
Terri Fleetwood, Nuvue Creative



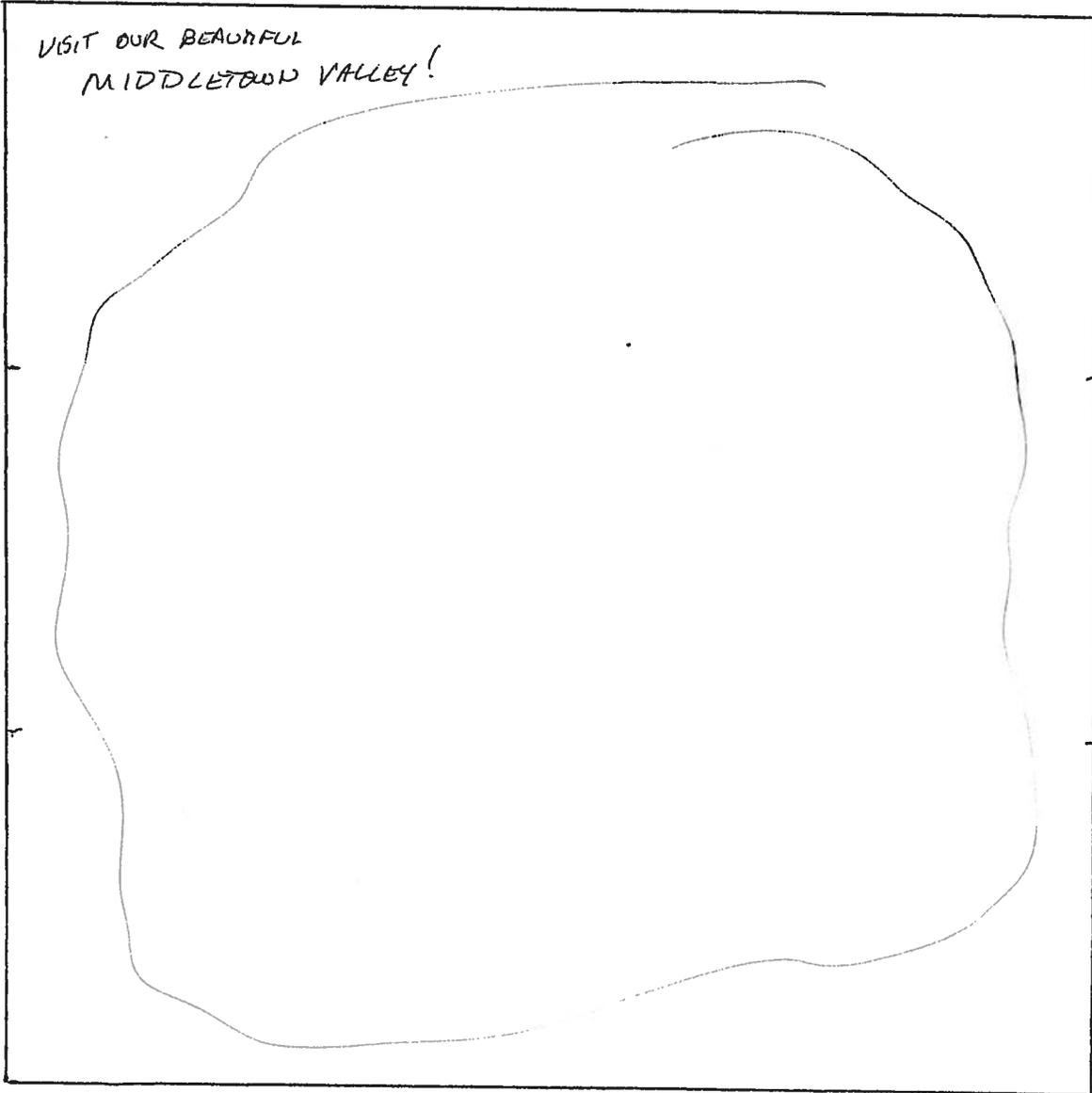
FRONT

18 - PANEL (SAME AS HAGERSTOWN)

FRONT

MAPS AND INFORMATION ON TOWN  
AND TWO CEMETERIES

VISIT OUR BEAUTIFUL  
MIDDLETOWN VALLEY!



BACK

18 - PANEL (SAME AS HAGERSTOWN)

MAP OF MIDDLETOWN VALLEY &

SOUTH MOUNTAIN BATTLEFIELD

AND RELATED INFORMATION

MAY BE ONE MAP OR TWO SECTIONAL  
MAPS DEPENDING ON WHAT IS DESIRED

**Stephen R. Bockmiller, AICP**  
10537 Fish and Game Road, Waynesboro, PA 17268  
bockmiller@comcast.net 240-291-3128

November 5, 2014

John Miller, Burgess  
Town of Middletown, Maryland  
31 West Main Street  
Middletown, MD 21769

Becky Reich, Manager  
Main Street Middletown  
31 West Main Street  
Middletown, MD 21769

Tim Coakley, Vice President  
Main Street Middletown  
31 West Main Street  
Middletown, MD 21769

Dear John, Becky and Tim:

RE: Middletown and Middletown Valley  
Detailed Tour Map  
Supplement - online map

In follow up to my letter of yesterday, I would like to add one more potential offering for you to consider.

We have the ability, with the help of Mr. Eric Hastings, to provide the tour map, once completed, in an on-line interactive version. This could be posted to Middletown's or Main Street Middletown's website, or both, and could be linked to the websites of other Middletown partners. We recently completed this for the city of Hagerstown.

To see the Hagerstown product, please visit the website: [walkingtour.hagerstownmd.org](http://walkingtour.hagerstownmd.org). Do NOT enter "www." at the beginning of the URL. Simply type in "walkingtour.hagerstownmd.org". At each location where there is a brown or orange circle with a number or a green circle with a letter, click on that icon and it will direct you to another page with the historical marker displayed, and a contemporary photo of the marker in relation to its surroundings.

Again, I look forward to discussing the possibilities in this project with you in greater detail. If you have any questions, please contact me at your convenience.

Sincerely,



Stephen R. Bockmiller, AICP

RECEIVED

NOV 10 2014

TOWN OF MIDDLETOWN, MD.

Copy: Andrew Bowen, Town Manager  
Andrew Derr, President, Main Street Middletown  
Terri Fleetwood, Nuvue Creative

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



## **Middletown Development Review**

### **Public Works Agreements**

- Public Improvements Agreement
  - Cost Estimate – Reviewed and Approved by Town of Middletown
  - Letter of Credit
- Stormwater Management Agreement
  - Cost Estimate – Reviewed and Approved by County
  - Letter of Credit
  - Deed of Easement and Maintenance Agreement
- Sediment & Erosion Control Agreement
  - Cost Estimate – Reviewed and Approved by County
  - Letter of Credit
- Title Opinion Letter

All submittals are to the Town. The Town will forward for review and information required for review by the County. This includes cost estimate and reduction requests.

All public works agreement must include Checklist\_Zoning\_Fees submittal and fees.

### **Building Permits**

- Apply for Zoning Certificate from Town
- Apply for Building Permit from the County with Zoning Certificate from the Town
- Final U&O's issued by the Town after approval from all County inspections

**PUBLIC WORKS AGREEMENT  
ROADS, STORM DRAINAGE, WATER & SEWER**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Burgess and Commissioners of Middletown**, a body corporate and politic of the State of Maryland (hereinafter referred to as "Town"), and \_\_\_\_\_, a Maryland Corporation [if applicable], (hereinafter referred to as "Owner"), witnesseth:

WHEREAS, OWNER is seeking to have a proposed subdivision plat given final approval by the Middletown Planning Commission; and

WHEREAS, the Middletown Planning Commission requires Owner to enter into a written agreement wherein Owner agrees, inter alia, to construct and maintain certain public improvements; and

WHEREAS, Frederick County Division of Public Works (Agent for the Town) has approved the cost of said construction of improvements hereinafter mentioned and described either by a sum reference to a contract between Owner and a contractor qualified by Frederick County and the Town to perform the work contemplated hereby, or by an engineering estimate, approved by the Town; and

WHEREAS, OWNER and TOWN have consented and agreed to enter into this Agreement believing it to be to their mutual benefit;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, Town and Owner, for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. Owner shall, within \_\_\_\_\_ months from the date of execution of this Agreement by Town, construct or cause to be constructed, all of the improvements (hereinafter referred to as "Improvements") as set forth in detail on the drawings entitled sheets \_\_\_\_\_ through of \_\_\_\_\_ prepared by \_\_\_\_\_ or formal written comments (hereinafter referred to as "Plans") on file with the Frederick County Division of Public Works. The rights of way and easements appurtenant thereto are laid out and shown on a plat entitled \_\_\_\_\_ recorded among the Land Records of Frederick County at Plat Book \_\_\_, page \_\_\_\_

- a. Proposed improvements and acceptance by Frederick County and Town shall be completed within 180 calendar days after a Use and Occupancy Permit is issued by the Town for the final building unit within the approved plat.
  - b. For multiple facilities within an approved subdivision each facility will be completed and accepted by Frederick County and Town within 180 days of issuance of the final Use and Occupancy Permit in the phase or drainage basin serving the facility.
2. Owner shall construct the Improvements, including road, utility, stormwater management, and access points, in accordance with Frederick County and Town specifications and those set forth in the approved plans and/or application.
  3. Owner shall proceed with construction of the Improvements subject to approval by the inspectors or other authorized agents of Frederick County and Town. Concurrently herewith, Owner has paid to Frederick County and the Town the required inspection and administration fees.
  4. Should Owner breach any of the provisions of this Agreement, Town, at its sole option, may complete any or all of the Improvements at the expense of Owner or Owner's successors in title, if any, and may obtain the monies furnished under Paragraph 6 to complete the work.
  5. Owner agrees to obtain at Owner's expense all easements which are reasonably necessary for the construction and maintenance of the Improvements in a form satisfactory to Town .
  6. Owner shall furnish Town with a Letter of Credit in a form satisfactory to Town in the amount of \$\_\_\_\_\_, naming the Town as beneficiary thereunder, and conditioned upon the faithful performance of this Agreement and further conditioned upon the payment by Owner of all charges, liens, and indebtedness incurred in, by reason of, or due to the construction of such Improvements. The release of the Letter of Credit funds from time to time may be authorized by the Town as requested by the Owner for work that is completed. The Letter of Credit may be fully released only after the Owner has completed to the satisfaction of the Town of all obligations required by this Agreement for the Improvements,
  7. Owner shall maintain the Improvements (including snow removal and mowing) at Owner's expense until they are transferred to or an offer of dedication is accepted by Town; provided, however that nothing contained herein shall obligate the Town to accept the transfer of or an offer of dedication of the Improvements.
  8. Upon breach of this Agreement by Owner, Owner shall be liable to Town for any and all damages caused by or resulting from such breach, and such damages shall include all reasonable attorney's fees, costs and expenses incurred by the Town in

enforcing the Agreement or in seeking such damages. In addition, Town, in its sole discretion and election, may make or complete the Improvements, in which event Owner shall be liable to the Town for the cost thereof giving credit to Owner for any such costs which have been paid or reimbursed by the funds provided pursuant to Paragraph 6.

9. Owner shall indemnify, defend and hold harmless the Town from any and all liability, claims, actions, and demands whatsoever arising from or related to the installation, construction, maintenance and removal of Improvements.
10. Owner warrants that Owner holds fee simple title to the property on which the Improvements are to be constructed and that all parties having any right or interest of record in said property have joined herein.
11. The undersigned, whether mortgagee, judgment holders, or any other lienholders, if any, join herein for the purpose of consenting, for themselves and those claiming under them, to the provision of Paragraph Nos. 4 and 13 hereof. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Owner hereunder.
12. This Agreement may not be assigned without the prior written consent of Town, which said consent shall not be unreasonably withheld.
13. Owner, for himself, his heirs, personal representatives, successors and assigns, grants Town, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.
14. The provisions of this Agreement shall not be deemed merged in a Deed, if any, for the Improvements but shall survive in full force and effect the execution and delivery by Owner to Town of such a Deed. Furthermore, Town shall not be deemed to have waived any of its rights at law or in equity against Owner by the execution and delivery of such a Deed.

AS WITNESS the hands and seals and/or corporate names of the parties hereto the day and year first hereinbefore written.

**ATTEST:**

**Burgess and Commissioners of Middletown**

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

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

The undersigned lienholder executes this Agreement for the purpose of giving consent to the Town of Middletown and its agents to enter the subject Property for the purposes set forth in this Agreement, but does not obligate the lienholder to fulfill the obligations of the Owner required herein.

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

(SOLE OWNERSHIP, CO-OWNERSHIP, PARTNERSHIP)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person(s) who/whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

\_\_\_\_\_

Notary Public  
My Commission Expires:\_\_\_\_\_

(CORPORATIONS)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ who acknowledged her/himself to be the \_\_\_\_\_ of \_\_\_\_\_, a body corporate, and that she/he authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

(TOWN OF MIDDLETOWN)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared John D. Miller, who acknowledged himself to be the Burgess of the Burgess and Commissioners of Middletown and that in his capacity as Burgess, he is authorized to execute the foregoing instrument on behalf of the Burgess and Commissioners of Middletown for the purposes therein contained by signing the name of the body corporate and politic by himself as Burgess.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

Approved as to legal sufficiency:

\_\_\_\_\_  
Town Attorney

## **PUBLIC WORKS AGREEMENT SEDIMENT AND EROSION CONTROL**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Burgess and Commissioners of Middletown, a body corporate and politic of the State of Maryland (hereinafter referred to as "Town"), and \_\_\_\_\_, (hereinafter referred to as "Owner"), witnesseth:

WHEREAS, OWNER is seeking to have Frederick County Department of Public Works issue a grading permit; and

WHEREAS, the Frederick County Ordinance, Chapter 1-10, Grading and Sediment Control, Section 6.0, requires a guarantee to be posted in specific amounts prior to final grading permit approval and that Chapter has been adopted by and made applicable within the Town of Middletown pursuant to Middletown Municipal Code, Section 15-12-010; and

WHEREAS, the Frederick County Division of Public Works (Agent for the Town) has approved the cost estimate for the guarantee amount contained herein as set forth in Paragraph 5.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, Town and Owner, for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. Owner shall, within \_\_\_\_\_ months from the date of execution of this Agreement by Town, construct or cause to be constructed all of the required sediment and erosion control facilities, as set forth by the Frederick County Division of Public Works, or as set forth in detail on the drawings specifically listed below: \_\_\_\_\_

(the "Improvements"). The controls, with permission by the Frederick County Division of Public Works, shall be removed within 180 calendar days from issuance of the final building unit Use and Occupancy Permit or from the issuance of such other final permit or approval applicable to the Owner's project.

2. Owner shall construct the Improvements in accordance with the specifications set forth in the approved plans for the requirements as established by ordinance enforced by the Frederick County Division of Public Works.
3. Owner shall proceed with the construction of the Improvements in accordance with the procedures specified by the Town and Frederick County in their respective adopted ordinances.

4. Should Owner breach any of the provisions of this Agreement, Town, at its sole option, may obtain the funds under the guarantee given by the Owner under Paragraph 5 and complete any or all of the Improvements at the expense of the Owner and Owner's successors in title, if any.
5. Owner shall furnish Town with an Escrow Account or Letter of Credit in a form satisfactory to Town in the amount of \$\_\_\_\_\_, naming the Town as beneficiary thereunder, assuring the faithful performance of this Agreement and further providing for the payment by Owner of all charges, liens, damages, and indebtedness incurred in, by reason of, or due to making the Improvements under this Agreement. The release of Escrow Account or Letter of Credit funds from time to time may be authorized by the Town as requested by the Owner for work that is completed. The Escrow Account or Letter of Credit may be fully released only after the Owner has completed to the satisfaction of the Town of all obligations required by this Agreement for sediment and erosion control.
6. Upon breach of this Agreement by Owner, Owner shall be liable to Town for any and all damages caused by or resulting from such breach, and such damages shall include all reasonable attorneys' fees, costs and expenses incurred by the Town in enforcing the Agreement or in seeking such damages. In addition, Town, in its sole discretion and election, may make or complete the Improvements in which event Owner shall be liable to the Town for the cost thereof giving credit to Owner for any such costs which have been paid or reimbursed by the funds provided pursuant to Paragraph 5.
7. Owner shall indemnify, defend and hold harmless the Town from any and all liability, claims, actions, and demands whatsoever related to or arising from the installation, construction, maintenance, or removal of the Improvements .
8. This Agreement may not be assigned without the prior written consent of Town, which said consent shall not be unreasonably withheld.
9. Owner, for himself, his heirs, personal representatives, successors and assigns, grants Town, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.
10. Owner warrants that Owner holds fee simple title to the property on which the Improvements are to be constructed and that all parties having any right or interest of record in said property have joined herein.
11. The undersigned, whether mortgagee, judgment holders, or any other lienholders, if any, join herein for the purpose of consenting, for themselves and those claiming under them, to the provision of Paragraph Nos. 4 and 9 hereof. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Owner hereunder.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

**ATTEST:**

**Burgess and Commissioners of Middletown**

\_\_\_\_\_

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

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

The undersigned lienholder executes this agreement for the purpose of giving consent to the Town of Middletown and its agents to enter the subject Property for the purposes set forth in this Agreement, but does not obligate the lienholder to fulfill the obligations of the Owner required herein.

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_(SEAL)  
Signature:

\_\_\_\_\_  
Name & Title: (Please Print)

Approved as to legal sufficiency:

\_\_\_\_\_  
Town Attorney

(SOLE OWNERSHIP, CO-OWNERSHIP, PARTNERSHIP)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person(s) who/whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(CORPORATIONS)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a body corporate, and that he was authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(TOWN OF MIDDLETOWN)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared     Burgess of the Burgess and Commissioners of Middletown, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate. At the same time, he made oath in due form of law that he is the Burgess of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

# PUBLIC WORKS AGREEMENT STORMWATER MANAGEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Burgess and Commissioners of Middletown**, a body corporate and politic of the State of Maryland (hereinafter referred to as "Town"), and \_\_\_\_\_, a Maryland Corporation, (hereinafter referred to as "Owner"), witnesseth:

WHEREAS, OWNER is seeking to have a proposed subdivision plat given final approval by the Middletown Planning Commission; and

WHEREAS, the Middletown Planning Commission requires Owner to enter into a written agreement wherein Owner agrees, inter alia, to construct and maintain certain public improvements; and

WHEREAS, Frederick County Division of Public Works (Agent for the Town) has approved the cost of said construction of improvements hereinafter mentioned and described either by a sum reference to a contract between Owner and a contractor qualified by Frederick County and the Town to perform the work contemplated hereby, or by an engineering estimate, approved by the Town; and

WHEREAS, OWNER and TOWN have consented and agreed to enter into this Agreement believing it to be to their mutual benefit;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, Town and Owner, for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. Owner shall, within ten (10) months from the date of execution of this Agreement by Town , construct or cause to be constructed, all of the improvements (hereinafter referred to as "Improvements") as set forth in detail on the drawings entitled sheets \_\_\_\_\_ through \_\_\_\_\_ of \_\_\_\_\_ prepared by \_\_\_\_\_ or formal written comments (hereinafter referred to as "Plans") on file with the Frederick County Division of Public Works. The rights of way and easements appurtenant thereto are laid out and shown on a plat entitled \_\_\_\_\_ recorded among the Land Records of Frederick County (hereinafter referred to as "Record Plat").
  - a. Proposed improvements and acceptance by Frederick County and Town shall be completed within 180 calendar days after a Use and Occupancy Permit is issued by the Town for the final building unit within the approved plat.

b. For multiple facilities within an approved subdivision each facility will be completed and accepted by Frederick County and Town within 180 days of issuance of the final Use and Occupancy Permit in the phase or drainage basin serving the facility.

2. Owner shall construct road, utility, stormwater management, and access points in accordance with Frederick County and Town specifications and those set forth in the approved plans and/or application.
3. Owner shall proceed with construction of Improvements subject to approval by the inspectors of Frederick County and Town. Concurrently herewith, Owner has paid to Frederick County and the Town the required inspection and administration fees.
4. Should Owner breach any of the provision of this Agreement, Town, at its sole option, may accept dedication and complete the proposed improvements at the expense of Owner or Owner's successors in title and may obtain the monies furnished under Paragraph 6 to complete the work.
5. Owner agrees to obtain all easements, which are reasonably necessary for the construction and maintenance of Improvements, in a form satisfactory to Town, at Owner's expense.
6. Owner shall furnish Town with a Letter of Credit in a form satisfactory to Town in the amount of \$\_\_\_\_\_, naming the Town as beneficiary thereunder, and conditioned upon the faithful performance of this Agreement and further conditioned upon the payment by Owner of all charges, liens, and indebtedness incurred in, by reason of, or due to the construction of such Improvements.
7. Owner shall maintain the Improvements (including snow removal and mowing) at Owner's expense until they are accepted by Frederick County and Town; provided, however that nothing contained herein shall obligate the Town to accept the Improvements.
8. Upon breach of this Agreement by Owner, Owner shall be liable to Town for all costs, including attorney's fees, that the Town may incur if the Town chooses to complete the work.
9. Owner shall indemnify and hold harmless the Town from any and all claims, actions, and demands whatsoever arising from the construction of improvements
10. Owner warrants that Owner holds fee simple title to the property on which the improvements are to be constructed and that all parties having any right or interest of record in said property have joined herein.

11. The undersigned, whether mortgagee, judgment holders, or any other lienholders, if any, join herein for the purpose of consenting, for themselves and those claiming under them, to the provision of Paragraph Nos. 4 and 13 hereof. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Owner hereunder.
12. This Agreement may not be assigned without the prior written consent of Town, which said consent shall not be unreasonably withheld.
13. Owner, for himself, his heirs, personal representatives, successors and assigns, grants Town, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.
14. The provision of this agreement shall not be deemed merged in the execution and delivery by Owner to Town of a deed for the Improvements but shall survive in full force and effect, nor shall Town thereby be deemed to have waived any of its rights at law or in equity against Owner.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

**ATTEST:**

**Burgess and Commissioners of Middletown**

\_\_\_\_\_

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

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature: (SEAL)

\_\_\_\_\_  
Name & Title: (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature: (SEAL)

\_\_\_\_\_  
Name & Title: (Please Print)

The undersigned lienholder executes this agreement for the purpose of giving consent to the Town of Middletown and its agents to enter the subject Property for the purposes set forth in this agreement, but does not obligate the lienholder to fulfill the obligations of the Owner required herein.

\_\_\_\_\_  
Corporation or Partnership Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature: (SEAL)

\_\_\_\_\_  
Name & Title: (Please Print)

Approved as to legal sufficiency:

\_\_\_\_\_  
Town Attorney

(SOLE OWNERSHIP, CO-OWNERSHIP, PARTNERSHIP)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person(s) who/whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(CORPORATIONS)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ Who acknowledged himself to be the \_\_\_\_\_ or \_\_\_\_\_, a body corporate, and that he authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(TOWN OF MIDDLETOWN)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared John D. Miller, who acknowledged himself to be the Burgess for Middletown, Maryland, that in his capacity as Burgess, being authorized to do so, executed the foregoing instrument on behalf of the Burgess and Commissioners of the Town of Middletown for the purposes therein contained by signing the name of the body corporate and politic by himself as Burgess.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

Issuing Bank Letterhead \*Must be a Maryland Bank Only\*

Date of Issue: \_\_\_\_\_ \*Date of Expiry: \_\_\_\_\_  
Issue Number: \_\_\_\_\_

Beneficiary: Burgess and Commissioners of Middletown, Maryland  
31 West Main Street  
Middletown, Maryland 21769

**RE: Irrevocable Letter of Credit**

We hereby establish our Irrevocable letter of credit in your favor and by order of **NAME AND ADDRESS OF PARTY AGAINST WHOM THIS DOCUMENT WILL EXTRACT FUNDS,** up to the aggregate amount of **DOLLAR AMOUNT SECURED BY THIS DOCUMENT.** These funds are available by your sight draft, containing the name of this Banking Institution, the Issue Number, the Date of Issue and be accompanied by a signed statement that the funds are being drawn in accordance with an executed Public Works Agreement between the Town of Middletown and party named in this paragraph. Sight drafts received via facsimile, prior to expiration, will be accepted provided that backup documentation is received by certified mail within 72 hours.

The draft shall cover the cost for: **PROVIDE A DESCRIPTION OF WHAT IS BEING SECURED**

\* It is a condition of this letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date shown on this document. Cancellation of this document by any party other than the Town of Middletown shall be required to be received by certified letter, return receipt requested, at least 60 days prior to cancellation.

Partial release is allowable, provided that written approval is granted by the Town of Middletown.

Requests for reduction or cancellation shall be submitted to:

Town of Middletown  
31 West Main Street  
Middletown, MD 21769

Attn: Andrew J. Bowen, Town Administrator

This credit is subject to the *Unified Customs and Practices for Documentary Credit*, 1993 Revision, of the *International Chamber of Commerce*, Brochure No. 500.

Yours Truly,