



AGENDA FOR THE TOWN MEETING

October 28, 2013

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA

- 2014 Joint Meeting Calendar between the Burgess and Commissioners and Planning Commission
- Town Minutes
 - October 14, 2013 – Town Meeting

PERSONAL REQUESTS FOR AGENDA:

- Richard Anderson, COI Energy – Electric Power Generation Cooperative

UNFINISHED BUSINESS:

- RER Solar – Letter of Intent to Move Forward with the Project
- Update on Locust Court Waterline Project
- Water & Sewer Billing Policy for Monthly Billing

NEW BUSINESS:

- Discussion of Change in the Fees for Plan Submission
- Text Amendment Request for Change in Active Adult Requirements
- Central Maryland Heritage League Offer to Sell Property

PUBLIC COMMENTS:

Please state Name and Address for the Record

ANNOUNCEMENTS:

- *Reservoir Repairs – November 4 & 5, 2013 – Temporary Water Restrictions*

ADJOURNMENT

EXECUTIVE SESSION: *(If Necessary)*



MEMORANDUM

DATE: October 3, 2013

TO: Burgess and Commissioners

CC: Cindy Unangst, Staff Planner & Zoning Administrator

FROM: Andrew J. Bowen, Town Administrator

SUBJECT: 2014 Joint Meeting Workshop Dates - DRAFT

Attached are the proposed dates for the Joint Meetings between the Town Board and Planning Commission for 2014 which would allow them to be every three months:

Monday, January 6, 2014	6:30PM
Monday, April 7, 2014	6:30PM
Monday, July 7, 2014	6:30PM
Monday, October 6, 2014	6:30PM

If you should have any questions, please do not hesitate to contact me at 301.371.6171 or e-mail me at abowen@ci.middlestown.md.us

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND**

TOWN MEETING MINUTES

REGULAR MEETING

October 14, 2013

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on October 14, 2013, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Richard Dietrick, Tony Ventre and Christopher Goodman.

CONSENT AGENDA

Financial Statements

Town Minutes – September 23, 2013 Town meeting

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

PERSONAL REQUEST FOR AGENDA:

Delegate Kathy Afzali – Delegate Afzali was present tonight, wanting to see if there was anything Middletown needed from her.

Unfinished Business:

RER Solar – Revised Proposal Scenario(s) – RER Solar presented several different scenarios for the Board to review. Burgess Miller asked that the Commissioner review all the scenarios presented tonight and the Board will make a decision if they wish to pursue Solar energy or not at next months meeting.

Discussion of Memorial Hall – Review of Required Easements – Burgess Miller stated that we received the letter from the MD Dept of Planning MD Historical Trust on receiving the MHAA grant to purchase the Memorial Hall. Included in the letter were stipulations the Historical Trust wants as part of the grant they include: conveyance of a perpetual preservation easement on the interior and exterior of the building and archeology on the property. Burgess Miller contacted Mr. Hall, AICP Secretary in regards to the letter and basically said that the interior easement was the deal killer. Burgess Miller stated that the Historical Trust will be here on October 21st at 2pm. to tour the building. Burgess Miller is hoping that once they visit the site there will be some movement on the easements, but until then this remains in limbo until after their visit.

REPORTS OF COMMITTEES –

WATER & SEWER – Commissioner Falcinelli reported:

Water usage - 310,000 gallons per day

Spring Flow – 69,000 gallons....although the springs dropped to 34,000 gallons per day as of last week.

Reservoir – leaking 27,000 a day, we will be repairing the leak sometime in late October no date has been set in stone to date; it will be off line during the repair. Notices will be sent to all residents to conserve water.

Hydrant Flushing – is occurring this week.

Water & Sewer meeting – The commission approved the monthly billing policy which will come before the Board at the Oct. 28th meeting. The goal is to start monthly billing for the Glenbrook Community January 1, 2014.

PUBLIC WORKS – Commissioner Bussard reported:

Town Staff have been working on repairing curbs, worked Heritage Festival set up and cleaned up, and working on getting the snow plow equipment reading for the winter.

Walnut Street Bridge – project is complete – Oct. 26 at 11am. is the ribbon cutting for this project.

Bulk Trash Date – October 19th.

Hazardous Household Drop Off – Oct. 26 from 8am.-12pm. at the Reichs Ford Road facility.

PLANNING COMMISSION – Commissioner Goodman reported:

The Planning Commission met on site at that Miller Property (former Ingall's property), Ms. Miller wants to put in a restaurant and other shops which is all in the concept plan stage.

Middletown Park Annexiation – was approved.

At the Joint Meeting the Zion Lutheran Church presented their master plan all was very receptive of the plan.

PARKS & RECREATION – Commissioner Ventre reported:

Remsburg Park Trail and Wiles Branch Basketball Court – will be done by RFP once they are finished with the War Memorial project, both projects should be done by the end of the year.

Schuyler Call, Eagle Scout project – met with Bruce Carbaugh last week, he would like to put benches along the Remsburg Park trail.

FINANCE – Commissioner Dietrick reported:

Commissioner Dietrick reported that he went over our electric bills – the General Fund spends \$162,000 a year - \$150,000 is on Streets Lights; the Water/Sewer fund spends \$97,000 – 33% of that is water distribution and the other 67% is the sewer plants and collection.

PUBLIC INFORMATION – no report

New Business:

Request from Town of Myersville for return of pledged POS funds for skatespot – Burgess Miller stated that we received a letter from Myersville stating that since the skatespot project has not moved forward and is not currently on the County's 5 year plan, they would like their money (\$6,000) returned to them as they have another project they would like to use it on.

Commissioner Dietrick stated that the Middletown Rec. Council is continuing their fundraising efforts for this project. Commissioner Dietrick stated that they have contracted with Pillar Designs to design the skatespot.

Motion by Commissioner Falcinelli to return the \$6,000 to Myersville per their request, seconded by Commissioner Bussard. Motion carried.

Discussion of purchase of Multifunctional Wide Format Printer – Drew stated that included in the packets this week is the copy of a multifunctional wide format printer....this printer will allow us to make copies of the larger size drawings as well as scan them. Drew stated this is not something that is necessary and can wait for the next budget discussion if that is what the Board wants to do. It was agreed by the Board to put this in the FY15 budget for discussion.

Discussion of purchase of I-pads for Planning Commission – Burgess Miller stated that the Mark Carney, Planning Commission Chairman submitted a letter to the Board asking for the Board to purchase I-pads along with the appropriate software for the Planning Commission members. The approximate price of the I-pads and software is \$2,773.92. Burgess Miller stated that he met with Cindy in regards to how much review fees were being generated at this time if there were enough to offset the cost of the purchase of the I-pads. Cindy advised the Burgess that right now we are only generating \$500-600 on review fees which is not enough to offset the cost. Burgess Miller also stated that Cindy contacted MML to see if any

other Municipalities have a digital filing fee? No other Municipality in the State of MD has a digital filing fee, we would be the first.

Commissioner Dietrick stated that he would like to include this as a budget item as well, doesn't feel it is a necessity right now. Commissioner Bussard questioned how the Planning Commission was going to review the large plans on the Ipad as he struggles with reading the budget on the Ipad.

Dave Dunn was present and advised the Board before making this purchase or the printer purchase there may be a piggy back option with the County that could save the Town money.

Commissioner Goodman made a motion to purchase the Ipad with a purchase price up to \$2,773, seconded by Ventre. Motion denied (2-4).

ANNOUNCEMENTS

Burgess Miller had a meeting with George Brigham with the Central MD Heritage League(CMHL). CMHL wants to sell the lot that we currently lease. Mr. Brigham stated that someone told him that lot was worth anywhere between \$75-125K. Burgess Miller stated that we know that is not true do to the easements on that property. CMHL would like to get between \$10-25K for this lot and since we currently lease this lot they wanted to approach us first. The Board has no desire at this time to purchase the lot, they would like to continue to maintain their lease.

Burgess Miller stated that Farhad Memarsadeghi contacted him wanted to meet with him in regards to the text amendment he needs for the property outside town limits off of Coblenz Road. Burgess Miller will be meeting with Mr. Memarsadeghi on Wednesday, October 16 at 3pm. Burgess Miller wanted the Boards input on exactly how many active adult units we want to see on this property. The Board stated that we agreed no more than 137 units.

Burgess Miller also received a call from a representative with Planet Aide wanting to know what they can do to be able to have their Planet Aide boxes in town. The Board stated that because of the bad previous experiences they do not want the Planet Aide boxes in town.

Burgess Miller thanked the Heritage Festival Committee for a wonderful job on the Heritage Festival that was held on September 28, 2013.

Halloween Parade – Thursday, October 24, 2013 – meet the band wagon at 5:45pm. at the Elementary School along Green Street.

ADJOURNMENT

With no further business to come before the Board, the meeting adjourned at 9:15p.m.

Respectfully submitted,

Ann Griffin
Office Manager

Town of Middletown

Quote Date	Oct. 28, 2013
Service Region/ Market Distribution Companies	Electricity Maryland Potomac Edison

Start Date New Contract	Feb. 2014
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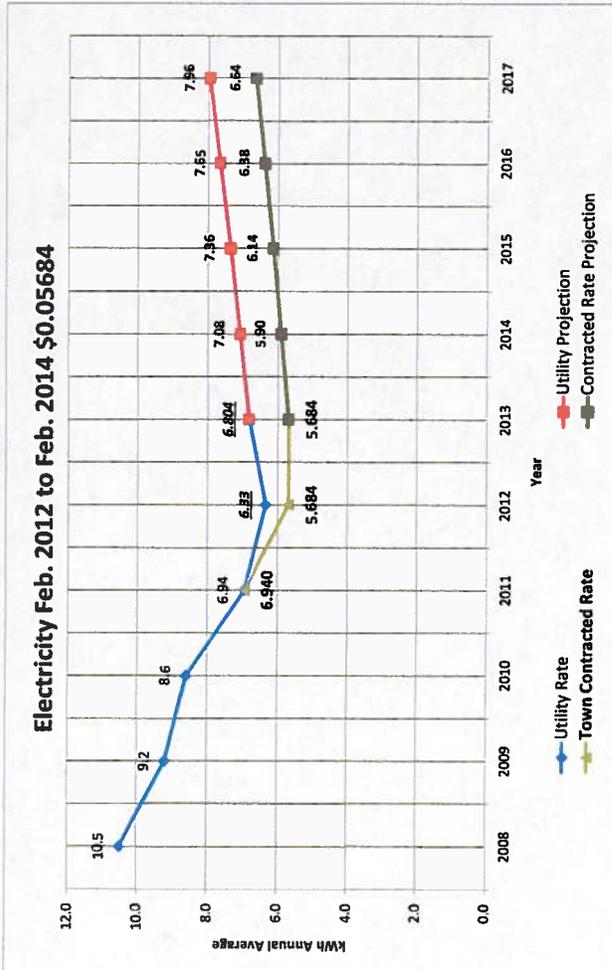
Current Supplier	Annual Usage	Annual Cost
WGES	kWh	
Contract Term End Date	Feb. 2012 to Feb. 2014	
Contract Rate	\$0.06684	\$63,664
	1,119,885	
		Current Contract

Projected Default Rate May 2013 to May 2014	\$0.06800	1,119,885	\$76,152	Projected Default Rate May 2013 to May 2014
Projected Default Rate May 2014 to May 2015	\$0.0708	1,119,885	\$79,288	Projected Default Rate May 2014 to May 2015
Projected Default Rate May 2015 to May 2016	\$0.0736	1,119,885	\$82,424	Projected Default Rate May 2015 to May 2016

Feb. 2014 to Feb. 2016	12 months	Annual kWh	Annual Cost	Estimated Difference Current Contract	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
CNE	\$0.06070	1,119,885	\$67,977	\$63,664	\$8,175	\$11,311	\$14,447
Direct	\$0.06034	1,119,885	\$67,574	(\$4,323)	\$8,578	\$11,714	\$14,850
Integrty	\$0.06033	1,119,885	\$67,563	(\$3,920)	\$8,590	\$11,725	\$14,861
NRG	\$0.05987	1,119,885	\$66,824	(\$3,906)	\$9,329	\$12,464	\$15,600
Mid-America	\$0.05970	1,119,885	\$66,657	(\$3,169)	\$9,295	\$12,431	\$15,566
WGES	\$0.05962	1,119,885	\$66,666	(\$3,001)	\$9,497	\$12,832	\$15,798

Feb. 2014 to Feb. 2016	24 months	Annual kWh	Annual Cost	Estimated Difference Current Contract	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
CNE	\$0.06140	1,119,885	\$68,761	\$63,664	\$7,391	\$10,527	\$13,663
Direct	\$0.06192	1,119,885	\$69,343	(\$5,107)	\$6,809	\$9,945	\$13,080
Integrty	\$0.06169	1,119,885	\$68,974	(\$5,689)	\$7,178	\$10,314	\$13,450
NRG	\$0.06100	1,119,885	\$68,313	(\$5,319)	\$7,839	\$10,975	\$14,111
Mid-America	\$0.06036	1,119,885	\$67,596	(\$4,658)	\$8,556	\$11,692	\$14,827
WGES	\$0.06020	1,119,885	\$67,417	(\$3,942)	\$8,735	\$11,871	\$15,006

Feb. 2014 to Feb. 2017	36 months	Annual kWh	Annual Cost	\$63,654	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
CNE	\$0.06170	1,119,885	\$69,097	Estimate Difference Current Contract	\$7,095	\$10,191	\$13,327
Direct	\$0.06185	1,119,885	\$69,041	(\$5,443)	\$7,111	\$10,247	\$13,383
Integrtye	\$0.06113	1,119,885	\$68,469	(\$5,387)	\$7,694	\$10,829	\$13,965
NRG	\$0.06047	1,119,885	\$67,719	(\$4,804)	\$8,433	\$11,568	\$14,704
Mid-America	\$0.06990	1,119,885	\$67,081	(\$4,065)	\$9,071	\$12,207	\$15,342
WGES	\$0.06983	1,119,885	\$67,003	(\$3,427)	\$9,149	\$12,285	\$16,421



Town of Middletown

Quote Date	Oct. 28, 2013
Service Region/ Market Distribution Companies	Electricity Maryland Potomac Edison

Start Date New Contract	Feb, 2014
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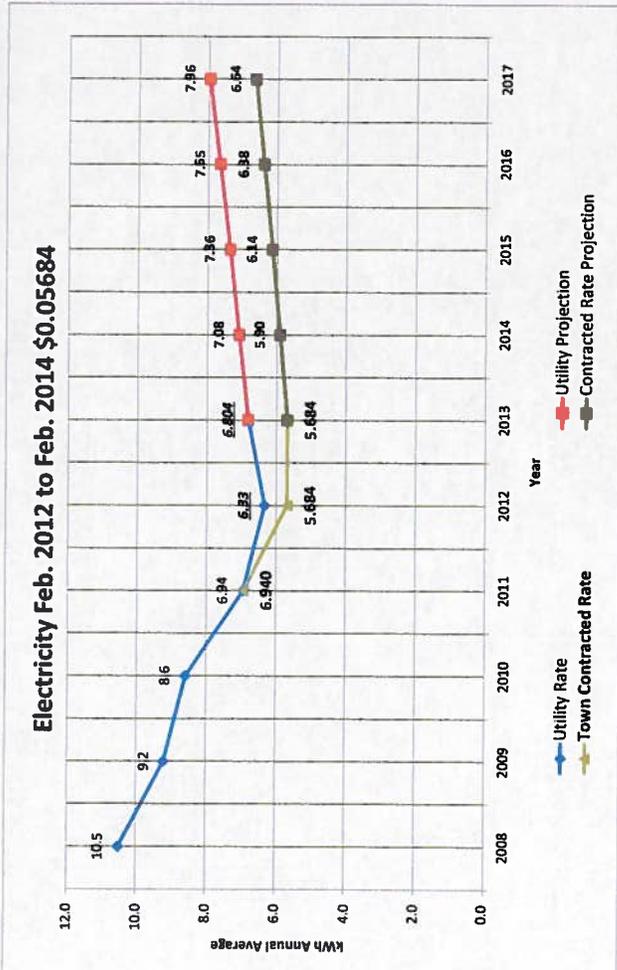
Current Supplier	WGES	Annual Usage kWh	Annual Cost
Contract Term End Date	Feb. 2012 to Feb. 2014		
Contract Rate	\$0.05684	1,119,885	\$63,654

Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
\$0.06800	\$0.0708	\$0.0736
1,119,885	1,119,885	1,119,885
\$76,152	\$79,288	\$82,424

Feb. 2014 to May, 2016	15 months	Annual kWh.	Annual Cost.	Estimated Difference Current Contract	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
CNE	\$0.06170	1,119,885	\$69,097	\$63,654	\$76,152	\$79,288	\$82,424
Direct	\$0.06134	1,119,885	\$68,694	(\$5,443)	\$7,055	\$10,191	\$13,327
Integrty	\$0.06133	1,119,885	\$68,683	(\$5,039)	\$7,458	\$10,594	\$13,730
NRG	\$0.05987	1,119,885	\$66,824	(\$5,028)	\$7,470	\$10,605	\$13,741
Mid-America	\$0.05980	1,119,885	\$66,745	(\$3,169)	\$9,329	\$12,464	\$15,600
WGES	\$0.06936	1,119,885	\$66,476	(\$3,091)	\$9,407	\$12,543	\$15,678
				(\$2,822)	\$8,676	\$12,811	\$16,947

Feb. 2014 to May, 2016	27 months	Annual kWh.	Annual Cost.	Estimated Difference Current Contract	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2015	Projected Default Rate May 2015 to May 2016
CNE	\$0.06140	1,119,885	\$69,761	\$63,654	\$76,152	\$79,288	\$82,424
Direct	\$0.06192	1,119,885	\$69,343	(\$5,107)	\$7,391	\$10,527	\$13,663
Integrty	\$0.06269	1,119,885	\$70,094	(\$5,689)	\$6,809	\$9,945	\$13,080
NRG	\$0.06080	1,119,885	\$68,089	(\$6,439)	\$6,059	\$9,194	\$12,330
Mid-America	\$0.06036	1,119,885	\$67,596	(\$4,435)	\$8,063	\$11,199	\$14,335
WGES	\$0.06026	1,119,885	\$67,484	(\$3,942)	\$8,556	\$11,692	\$14,827
				(\$3,630)	\$8,688	\$11,804	\$14,939

Feb. 2014 to May, 2017	39 months	Annual kWh.	Annual Cost	\$63,654	Projected Default Rate May 2013 to May 2014	Projected Default Rate May 2014 to May 2016	Projected Default Rate May 2016 to May 2016
CNE	\$0.05970	1,119,885	\$66,857	Estimate Difference Current Contract	\$9,295	\$12,431	\$15,566
Direct	\$0.05965	1,119,885	\$66,801	(\$3,203)	\$9,351	\$12,487	\$15,622
Integrty	\$0.05913	1,119,885	\$66,219	(\$3,147)	\$9,933	\$13,069	\$16,205
NRG	\$0.06047	1,119,885	\$67,719	(\$2,565)	\$8,433	\$11,568	\$14,704
Mid-America	\$0.05990	1,119,885	\$66,989	(\$4,065)	\$9,183	\$12,319	\$15,454
WGEB	\$0.05966	1,119,885	\$66,700	(\$3,315)	\$9,452	\$12,588	\$15,723





Empower Your World.

Corporate: 90 Water Street, Reading, PA 19605
Regional offices serving CT, DE, MD, NJ, and NY
610.332.7232 • f: 888.712.0734
www.rerenergygroup.com

September 30, 2013

The Town of Middletown
31 S. Main Street
Middletown, MD

Re: Letter of Intent

Dear Burgess Miller:

Following our recent discussions, I would like to summarize the understanding of the anticipated agreement between The Town of Middletown ("*Town*" or "*You*") and the Solar PPA Investor Group ("*Investor Group*") concerning the installation and operation of a solar array (the "*Facility*") located in the field of the Holter Road facility (the "*Premises*").

This letter will allow the RER Energy Group ("*RER*") to complete an evaluation for the installation and operation of the Facility, assist with obtaining the financing sources needed to complete Facility, and develop and build the Facility on the Premises.

Documentation:

(i) An Agreement governing the Facility and (ii) a Site Access Agreement to be entered into between RER and the Town to allow installation and operation of the Facility on the Premises.

Installation and Operation of the Facility

Investor Group will be responsible for all costs to develop, engineer, construct, install and finance the Facility. You will be responsible for your own legal, financial, transactional and internal project management expenses.

Term:

The Agreement will have an anticipated **term of 10-15 years**. At the end of the initial term and each extension term, you will have the right to purchase the Facility or to renew the Agreement. The Agreement can be renewed for four additional periods of 5 years each at your option (the "*Term*").

Purchase of Electricity:

During the Term, you will purchase 100% of the electricity generated by the Facility, according to net metering regulations. The purchase price for electricity generated by the Facility during the first year will be approximately **[\$0.04 - \$0.06] per kilowatt hour, and shall increase approximately 2% per year.**

Option to Purchase Facility:

At the end of the initial Term or the end of any subsequent extension terms, you will have an option to purchase the Facility at Fair Market Value.

Energy and Environmental Attributes:

Investor Group will be entitled to any and all environmental attributes, incentives, credits, off-sets, rebates or similar benefits arising out of the development, installation, sale,

operation or ownership of the Facility.

Insurance:

Investor Group will be responsible for obtaining and maintaining liability insurance relating to installation and maintenance of the Facility. You will be responsible for adding the Facility to your existing property insurance policy.

Conditions:

Customary conditions, including mutually acceptable documentation, necessary permits, execution of the Site Access Agreement and Investor Group's ability to obtain satisfactory financing for the development, installation and operation of the Facility.

This letter sets forth our current expectations concerning the principal terms of the proposed Lease, but does not create any binding obligations between the parties, except that for a period of six months from the date of this letter, neither you, nor any of your staff, representatives or agents, will (i) solicit or engage in discussions or negotiations with any party other than RER relating to the installation or operation of a renewable energy facility; (ii) provide information or assistance to, or otherwise encourage or facilitate, any party other than RER relating to the generation of renewable energy or the financing, installation or operation of a renewable energy facility; or (iii) enter into any arrangement, agreement or commitment relating to the generation of renewable energy or the financing, installation or operation of a renewable energy facility, in each case with any party other than RER.

The existence and terms of this letter and the fact that discussions or negotiations may be ongoing between you, RER and the Investor Group are confidential and may be disclosed only to staff, council, commissioners, attorneys and advisors who are participant in the proposed transaction.

This letter agreement shall be governed by the laws of the state of Maryland without regard to its principles of conflicts of laws. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Please call me if you have any questions or comments. We look forward to working with you on this important project for the Town of Middletown.

Sincerely,

James D. Kurtz
President
RER Energy Group

Date



Empower Your World.

John D. Miller
Burgess, Town of Middletown

Date



Proposed 8" Waterline



Proposed Waterline Extension

Town of Middletown - Frederick County



Mid-Atlantic Utilities, Inc.

FEDERAL TAX ID: 23-2670810

Forwarded Via Email:

Bruce Carbaugh

Bruce@ci.middletown.md.us

October 1, 2013

Town of Middletown

31 West Main Street
Middletown, Maryland 21769

Attention: Bruce Carbaugh, Director of Operations and Construction

Subject: **Project Quotation**
Locust Court Waterline Connection
Middletown Frederick County, Maryland

Ladies and Gentleman:

At Middletown's request, Mid-Atlantic Utilities, Inc. has prepared pricing for the above referenced waterline connection. Pricing was developed through a complete review of the project description, specifications and plans provided by Middletown on September 24, 2013 and the revised drawings provided on September 26, 2013. Please allow the following pricing and conditions to define the project limits, scope and pricing for the proposed water main installation activities:

Base Bid (Locust Court Waterline Connection): This item involves the installation of a new 8" C900 PVC water line interconnection from Locust Court to the Dead end of the existing water system at the Middletown Primary School. Estimated quantities of main, hydrant, water service and permanent restoration included in the base bid are as follows:

Base Bid:

• Furnish & Install 8" C900 DR18 PVC Water Main (Sta. 0+00 to Sta. 12+85)	1,285 LF
• Furnish & Install Fire Hydrant Assembly	1 EA
• Furnish & Install 6" & 8" Gate Valves	5 EA
• Reconnect Existing ¾" Water Service	2 EA
• Town Pavement Restoration	85 SY
• Seed & Mulch Restoration (R.O.W. Areas)	1,210 SY
• <u>Sod Restoration (Lawn Areas)</u>	285 SY

Total Bid Price – Base Bid **\$130,340.00**

Alternate A (Revised Alignment Sta. 6+75 to Sta. 12+40): This item includes the additional pavement restoration, joint sealing, aggregate backfill, saw cutting, etc. associated with relocating the proposed piping alignment into the asphalt parking lot at the Middletown Primary School. Estimated quantities of asphalt restoration and stone backfill included in this alternate are as follows:

Alternate A:

• Aggregate Backfill	315 TON
• <u>Town Pavement Restoration</u>	385 SY

Total Bid Price – Alternate A **\$43,370.00**

Special Conditions – Base Bid and Alternate A:

Mid-Atlantic Utilities, Inc. will perform all activities related to the construction of the new water main. Construction activities will include water main construction with appurtenances (fire hydrants, valves, etc...), water service reconnections, traffic control and permanent restoration for all disturbed areas. All materials will be furnished as specified on the referenced plans and per Town of Middletown/Frederick County standards and specifications. Please allow the following to summarize the parameters utilized in preparing the construction costs for this project.

Water Main Replacement:

- New 8" water main to connect existing dead end piping at Locust Court and the Middletown Primary School.
- 42" minimum cover required to the top of all new water main piping.
- New PVC water main shall be placed in #8 stone bedding window 2' wide x 1.5' high.
- All tie-ins shall be performed during complete water shut downs provided by The Town of Middletown.
- Mechanical joint restraints shall be used on all fittings and valves.
- PVC piping restraints (EBAA Model 1600) will be utilized for restrained piping segments outlined on the referenced plans.

Water House Connection Replacement:

- Water service reconnections shall be completed within the limits of the new 8" main line trench.
- All new WHC's installed shall be minimum 3/4" diameter.
- Stainless steel service saddles will be used for all WHC replacements on C900 PVC.

Restoration & Work Hours:

- 7:00 AM to 5:00 PM work hours are included for activities.
- Trench backfill within existing paved areas includes compacted CR6 material from top of main to grade.
- Final Town pavement repairs will consist of full depth pavement replacement (6" base & 2" surface with 2' cut back) for the areas disturbed.

Items Provided By Town of Middletown:

- All necessary permits for construction (grading/soil conservation, Town, County, SHA, etc.).
- Yard site and material storage area for project staging.
- Project inspection for all construction activities.
- Perform water main shut downs & operate system valves to isolate work areas.
- Waterline/Easement stakeout and cut sheets

Exclusions:

- New system valves needed outside of the project area needed for shut downs.
- Third party compaction testing of trench backfill and asphalt restoration.
- Flowable fill trench backfill.
- Prime coat prior to placement of base asphalt.
- Davis Bacon, prevailing & scale wages.
- Minority subcontracting participation.
- Engineering and design.
- Archaeological investigations.
- Flood plain studies.
- Air release valve assemblies.
- Pavement mill & overlay.
- Performance and payment bonds. Bonds for this project area available at an additional cost of 1% based on the total contract awarded to Mid-Atlantic Utilities, Inc.

Town of Middletown
October 1, 2013
Page 3 of 3

Mid-Atlantic Utilities, Inc. is prepared to provide the construction services as outlined above. Pricing is based on all work quoted being completed during a single mobilization to the project site. Additional mobilizations requested or directed by the project owner will be invoiced at \$1,500.00 each. Project pricing provided is good for 60 calendar days from the date of this quotation. We have crews available on or after November 11, 2013 with a minimum 3 business day notice required for obtaining the necessary Miss Utility locates. Please contact me personally with any questions. You can reach me via e-mail @ Justinj@MAUtilities.com or by phone @ 717-418-5121.

Thank you,
Mid-Atlantic Utilities, Inc.

Justin R. Junkins

Justin R. Junkins, Estimator

Middletown Water and Sewer Billing Policy

~~Adopted by the Town Board—August 13, 2012~~
For Monthly Billing

13.12.040 - Billing policies and procedures.

A. The provisions in this section are policy procedures only and constitute guidelines which do not create any requirements or standards which, upon non-compliance, will give rise to any claim, cause of action, or basis for non-payment for services rendered. The failure of the Town to comply strictly with any of these policy procedures and guidelines is not a waiver or relinquishment of any of the rights of the Town to seek payment for water and sewer services rendered nor does such failure create any defense to the obligation of the user to pay for water and sewer services rendered.

B. Water and sewer bills are issued ~~quarter-annually monthly and mailed in January, April, July and October of each year for water and sewer usage during the preceding three months.~~ All water and sewer accounts will be established in the name of the property owner where service is rendered. Bills are mailed in the name of the property owner to the property address. The Town will, however, upon written request by the property owner, mail bills to the property owner to such other address as designated by the property owner and will also mail bills in the name of the property owner but in the care of a designated property management company at that company's address. No accounts will be established and no bills will be mailed in the name of tenants. Late notices, disconnection notices and any other notices will be mailed in the name of the property owner to the property address or to such other address or to such property management company as has been designated by the property owner for the mailing of bills.

C. Payments of water and sewer bills are due in full on or before ~~thirty-two-eight (3028)~~ days from the date of the bill. ~~Partial payment of bills will not be accepted.~~ All bills may be paid at any of the following locations or in the following manner:

1. Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland from 8:00 a.m. to 4:00 p.m. Monday through Friday or can be deposited in the drop boxes located on the front and rear of the building;
2. Middletown Valley Bank main and branch offices;
3. BB&T Bank, Middletown branch office;
4. By mailing payment to the Middletown Municipal Center, 31 W. Main Street, Middletown, MD 21769.
5. By On-line Banking, if such payment procedure is available through the customer's bank or other financial institution and is compatible with the procedures and billing systems of the Town.

6. The town will allow payment plans for financial hardship cases. The terms of the payment plan will be negotiated by the Town Administrator based upon the financial circumstances of the property owner requesting the payment plan.

D. Interest on unpaid bills. Interest at the rate of one and one-half percent (1 ½ %) per month shall be charged on and added to the amount of any bill which remains unpaid more than ~~thirty-two-eight (3028)~~ days after the date of the issuance of the bill. Additional interest of 1 ½ % of the amount of the unpaid portion of the bill shall continue to be charged for each month that the bill remains unpaid.

E. Late-Notices. A Notice of Late Payment will be issued for any bill which remains unpaid for more than ~~thirty~~ twenty-eight (28) days after the date of the issuance of the bill. A second Notice of Late Payment and a Notice of Disconnection of Service will be issued for any bill which remains unpaid for more than ~~sixty-fifty-six (5660)~~ days after the date of the issuance of the bill. The Notice of Disconnection of Service will state the date by which payment of the water and sewer bill must be made in full in order to avoid the disconnection of service. No further notices will be provided prior to disconnection of service. Notices will be mailed to the property owner, or if applicable, the designated property management company, at the address to which bills are mailed pursuant to sub-section B. The Notice of Disconnection of Service will be mailed by Certified Mail, Return Receipt Requested. A Twenty Dollar (\$20.00) administrative fee shall be added to any bill for which a Notice of Disconnection of Service is mailed. An additional administrative fee of Twenty Dollars (\$20.00) shall be assessed against such bill for each subsequent quarter during which the bill remains unpaid and the water service remains disconnected.

F. Disconnection and Reconnection Policy.

1. Payment ~~in full~~ of the water and sewer bill must be made prior to the disconnection date stated in the Notice of Disconnection of Service in order to avoid disconnection. Disconnection of water service will be based upon an outstanding balance of more than \$50.00. If payment is presented on the disconnection date stated in the Notice of Disconnection of Service, payment must be paid in cash and/or money order in person at the Middletown Municipal Center by 9:30 a.m. of that date, and if such payment is not received by that time, the disconnection of water service will begin at 10:00 a.m. No service will be disconnected if the balance due on the bill is less than Fifty Dollars (\$50.00).

2. For service to be reconnected after disconnection, a reconnection fee must be paid in the following amounts: For a first occurrence - \$50.00; for a second occurrence within any twelve (12) consecutive month period - \$100.00; for a third or more occurrence within any twelve (12) consecutive month period - \$150.00. In order to have service reconnected, the unpaid balance of the bill and the reconnection fee must be paid, in full, by cash and/or money order in person at the Middletown Municipal Center

G. Returned Checks. A charge will be added to the water and sewer bill for any check which is returned as non-payable for any reason, including but not limited to, non-sufficient funds. The amount of the added charge will be that amount which is charged to the Town by the returning bank or financial institution. If a non-payable check submitted in payment of a bill is returned to and received by the Town after the date on which the service was to be disconnected as stated in a Notice of Disconnection of Service, then water service will be disconnected immediately without any further notice, including the notices provided for in sub-section E.

H. Rental Properties. Property owners are responsible for the payment of any overdue bills, interest charges or disconnection, reconnection and administrative fees, and the Town will not seek payment of such expenses from tenants of the property owner.

~~I. Meter Reading. When a meter cannot be easily and clearly read due to obstructions such as weeds, structures, excavations, animals or other impediments, an estimate of water usage will be made based upon prior usage at that location. In that event, the Town will enclose a letter with the following bill requesting that the owner correct the problem prior to the next meter reading. If an obstruction problem remains present at the time of the next reading, an estimate of water usage will again be made based upon prior usage at that location. In that event, the Town will mail a letter by~~

~~Certified Mail, Return Receipt Requested with the following bill stating that the property owner has fifteen (15) business days in which to correct the problem or the water service will be disconnected. An administrative fee of twenty dollars (\$20.00) will be added to the bill for the cost of the certified/return receipt letter and related administrative costs.~~

J. Broken Meters. If at the time of reading the meter a meter is not operating and recording no usage, then an estimate of water usage will be made based upon prior usage at that location. In that event, the Town will mail a letter ~~by Certified Mail, Return Receipt Requested~~ with the following bill stating that the property owner has fifteen (15) working days to schedule an appointment for meter repair or the water service will be disconnected. ~~An administrative fee of twenty dollars (\$20.00) will be added to the bill for the cost of the certified/return receipt letter and related administrative costs.~~

K. Replacement Meters. If a customer contends that his or her water meter is defective and informs the town of this contention, the town's water and sewer personnel will examine and test the meter. If the meter is greater than ten (10) years old, it will be replaced at no cost to the customer. If the meter is ten (10) years old or less and determined by town personnel to be working properly, the meter will be replaced upon request of the customer, however the customer must pay one hundred dollars (\$100.00) for the cost and installation of the new meter if the manufacturer of the meter confirms that the meter was working properly. If the manufacturer determines that the meter was defective, there will be no cost to the customer.

L. Unusually Excessive Water Use. In the event that a meter reading reflects an unusually high water usage which is due to a broken pipe or leak in the plumbing on the property, then the town will allow, for a first such occurrence during a five (5) year period, a reduction in the amount of the water bill. In order to be granted the reduction, the property owner must submit a written request to the Town for the reduction and state the nature of the cause of the high water usage and the action taken to correct and resolve the problem. The revised bill will be established as two (2) times the average of the bills for the property for the four (4) ~~quarters~~ months immediately preceding the high water reading.

In the event that there is a second occurrence within five (5) years of an unusually high meter reading for a same property, then the property owner shall be responsible for the entire water bill; provided, however, that if it can be demonstrated to the satisfaction of the Town that the leaking water did not empty into the Town's sanitary sewer system, and therefore did not require treatment at the wastewater treatment facility, then the Town may, but is not required to, waive all or some of the sewer bill.

M. ~~The town will allow payment plans for financial hardship cases. The terms of the payment plan will be negotiated by the Town Administrator based upon the financial circumstances of the property owner requesting the payment plan.~~

Memorandum

To: Middletown Burgess & Commissioners

From: Cynthia K. Unangst, Staff Planner

Date: October 22, 2013

RE: FEE SCHEDULE AMENDMENT

The Planning Commission Chairman, Mark Carney, would like to recommend a change to the Town's current fee schedule for subdivision and zoning procedures [17.050.060] by adding an electronic filing fee in lieu of paper copies of plans for the Planning Commission (PC) members. The revenue garnered from this electronic filing fee can accumulate to cover the purchase of iPads and file transfer services for the PC. The Town Board agreed at their last meeting to review the proposal to purchase iPads during the next budget cycle.

In lieu of submitting paper copies of plans for the PC members and ARRO Engineering, it is proposed that an electronic filing fee of \$15.00 per sheet be imposed. Historically 16 – 20 copies were required for plan review. With the implementation of the electronic review process, it is expected that only 3 – 9 paper copies will be needed. When the town has had to take plans out for copies that cannot be done with our copier, we have been charged \$1.875 per sheet. We heard from consultants that paper copies can range from \$1.00 per sheet to \$1.50 per sheet. In searching on-line for prices, we have found that they can range from \$2.50 per sheet for up to 24 copies to \$0.85 per sheet for 500 copies and above.

Because the number of sheets varies depending on the type of plan submittal, a flat rate of \$15.00/sheet is recommended for all plan submittals. The Town will still require some printed copies for internal review and record copies. The number of copies required is shown on the revised Checklist for Plan Review Policy.

Attached are the revised code and the revised Checklist for Plan Review Policy.

Please let me know if you have any questions.

17.52.050 Submission of plans and fees.

All plans and fees submitted for review and approval by the Middletown planning and zoning commission must be received at the town office of Middletown no later than noon on the Monday ~~two~~ weeks before the monthly Middletown planning and zoning meeting, which is the third Monday of every month, at 7:00-7:30 p.m.

To partially defray the expense of administering various planning and zoning services, these fees shall be paid to the Town of Middletown as specified in each section of this fee policy. The amount of the fees shall be as established, from time to time, by resolution of the burgess and commissioners of the Town of Middletown. Any and all action required by the town will not be considered until all applicable fees have been paid in full. (Effective June 1, 2000; revised June 30, 2002)

17.52.060 Fees for subdivision and zoning procedures.

The fees for various subdivision and zoning procedures may be established and modified, from time to time, by resolution passed and adopted by the burgess and commissioners.

(Ord. 06-05-02 § 2, 2006)

BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND**FEES FOR VARIOUS SUBDIVISION & ZONING PROCEDURES**

<u>Permits</u>	<u>Town Fee</u>
<u>Residential Permits</u>	
Internal Improvements	25.00 standard fee
External Improvements	25.00 standard fee
New Residence	
Single Unit-	200.00 standard fee
Multi Unit-	200.00 + 100/add. unit
Demolition	25.00 standard fee
<u>Commercial Permits</u>	
Internal Improvements	100.00 Standard fee
External Improvements	100.00 Standard fee
Structure Conversion	100.00 Standard fee
New Commercial	500.00 Standard fee
Demolition	50.00 Standard fee
Change of Use	50.00 Standard fee other applicable fees
<u>Miscellaneous</u>	25.00 Minimum + all other applicable fees
<u>Construction</u>	
<u>Town Fee</u>	
<u>New Subdivision</u>	
Construction Inspection	1% of Total Cost Estimates; SWM, Sediment & Erosion, Public Improvements

<u>Development</u>	<u>Town Fee</u>
--------------------	-----------------

Concept Plan	200.00 standard + 15.00/sheet electronic filing fee
Site Plan	
Residential	250.00 standard + 10/unit + 15.00/sheet electronic filing fee
All Other	250.00 standard + 50/acre + 15.00/sheet electronic filing fee
Preliminary Plan Review	
All Subdivisions	250.00 + 40/lot + 15.00/sheet electronic filing fee
Mass Grade Plan Review	
All Subdivisions	250.00 standard + DPW fees + 15.00/sheet electronic filing fee
Improvement Plan Review	300.00/page + DPW fees
Forestry Plan Review	
Simplified Forest Plan	200.00 standard + 15.00/sheet electronic filing fee
Preliminary Forest Plan	200.00 standard + 4.00/acre + 15.00/sheet electronic filing fee
Final Forest Plan	200.00 standard + 4.00/acre + 15.00/sheet electronic filing fee
Inspection Fee	50.00 per inspection + 1% of Total Cost Estimates
Final Plat Review	
Combined Prelim/Final	150.00 Standard + 25/lot + 15.00/sheet electronic filing fee
Correction Plat	100.00 standard + 10/lot + 15.00/sheet electronic filing fee
Addition Plat	100.00 standard + 10/lot + 15.00/sheet electronic filing fee
Final Plat	200.00 standard + 15/lot + 15.00/sheet electronic filing fee
Resubmission	50% of original standard fee + 15.00/sheet electronic filing fee

Administrative Town Fee	
Board of Appeals	
Variance	100.00 + advertising for non principal 200.00 + advertising for principal
Special Exception	300.00 + advertising
Administrative Error	200.00 + advertising
Text Amendment	300.00 + advertising
Rezoning Fee	300.00 + 20/acre + advertising
Annexation Review	1,000.00 + 50/acre + advertising
All Town accrued legal fees will be paid by applicant prior to final approval	
Recording Fee	
Plats	75 standard fee + 5/plat to Court
All other Documents	50.00/document
PW Agreement Review	150.00 Standard
HOA Doc. Review	200.00 Standard
Water & Sewer Master Plan Change	500.00 Standard



BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND

CHECKLIST FOR PLAN REVIEW POLICY

PROJECT NAME: _____

PLAN NAME: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Please check the following type of plan you are submitting to the Town of Middletown for review. All plans **and fees** - must be **FOLDED and** submitted by 12:00 noon on the Monday **two weeks** before the **monthly** Planning Commission meeting. **Printed plans should be folded.**

CONCEPT PLAN:

CONCEPT PLAN - **10-3 PRINTED** COPIES ARE NEEDED WHEN SUBMITTING

\$200.00 Fee check payable to the Town of Middletown at time of submission + **\$15.00/sheet electronic filing fee.**

SITE PLAN:

RESIDENTIAL SITE PLAN - **16-9 PRINTED** COPIES ARE NEEDED FOR 1ST SUBMISSION

\$250.00 Standard + \$10.00/unit fee check payable to the Town of Middletown a time of submission + **\$15.00/sheet electronic filing fee.**

_____ # of units

ALL OTHER SITE PLANS - **16-9 PRINTED** COPIES ARE NEEDED FOR 1ST SUBMISSION

- \$250.00 Standard + \$50.00/acre fee check payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.

_____ # of acres

PRELIMINARY PLAN:

- SUBDIVISION - 20-9 PRINTED COPIES ARE NEEDED FOR 1ST SUBMISSION
- \$250.00 Standard + \$40.00/lot fee check payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.

_____ # of lots

MASS GRADING PLAN:

- MINOR SUBDIVISION - 14-9 PRINTED COPIES + 5 COPIES OF SWM COMPUTATIONS ARE NEEDED FOR 1ST SUBMISSION
- \$250.00 Standard fee payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.

***NOTE:** Once the cost estimates have been approved by DPW and town engineer, you will be billed by the Town of Middletown for Town and Frederick Co. DPW review services.

IMPROVEMENT PLAN:

- 18-9 PRINTED COPIES + 5 COPIES OF SWM COMPUTATIONS ARE NEEDED FOR 1ST SUBMISSION
- \$300.00/page-sheet payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.

***NOTE:** Once the cost estimates have been approved by DPW and town engineer, you will be billed by the Town of Middletown for Town and Frederick Co. DPW review services.

FORESTRY PLAN REVIEW:

- SIMPLIFIED FOREST PLAN - 12-3 COPIES ARE NEEDED FOR 1ST SUBMISSION
- \$200.00 Standard payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.
- PRELIMINARY FOREST PLAN - 14-3 COPIES ARE NEEDED FOR 1ST SUBMISSION
- \$200.00 Standard + \$4.00/gross acre payable to the Town of Middletown at time of submission + \$15.00/sheet electronic filing fee.

_____ # of acres

FINAL FOREST PLAN – 143 COPIES ARE NEEDED FOR 1ST SUBMISSION

\$200.00 Standard + \$4.00/gross acre payable to the Town of Middletown + \$15.00/sheet electronic filing fee.

_____ # of acres

INSPECTION FEE – 1% of Total Cost Estimate + \$50.00 per site inspection

PLAT REVIEW:

COMBINED PRELIMINARY/FINAL PLAT - 163 COPIES ARE NEEDED FOR 1ST SUBMISSION

\$150.00 Standard + \$25.00/lot payable to the Town of Middletown + \$15.00/sheet electronic filing fee.

_____ # of lots

CORRECTION PLAT - 163 COPIES ARE NEEDED FOR 1ST SUBMISSION

\$100.00 Standard + \$10.00/lot payable to the Town of Middletown + \$15.00/sheet electronic filing fee.

_____ # of lots

ADDITION PLAT - 123 COPIES ARE NEEDED FOR 1ST SUBMISSION

\$100.00 Standard + \$10.00/lot payable to the Town of Middletown + \$15.00/sheet electronic filing fee.

_____ # of lots

FINAL PLAT - 163 COPIES + 5 MYLARS FOR SIGNATURE ARE NEEDED FOR 1ST SUBMISSION

\$200.00 Standard + \$15.00/lot payable to the Town of Middletown + \$15.00/sheet electronic filing fee

_____ # of lots

RE-SUBMISSION: - 50% of original STANDARD fee payable to the Town of Middletown upon EACH re-submission of ANY plan(s).

NOTE:- - 10-Same number of plans as originally submitted + applicable electronic filing fee + additional plan for each agency being addressed – include comps. (where applicable) and a response letter to address each agency's comments.

CONSTRUCTION FEE – 1% of total construction cost estimates.

Note: Developer is responsible for payment of ALL agency fees directly to the applicable agencies at time of submission. All plans MUST be submitted directly to the Town Planning Office for routing and review.

TOTAL TOWN FEES ENCLOSED \$ _____

SUBMITTED BY: _____

October 23, 2013

Burgess and Commissioners of
Town of Middletown
Middletown, Md. 21769

RECEIVED

OCT 28 2013

TOWN OF MIDDLETOWN, MD.

pl. 3996

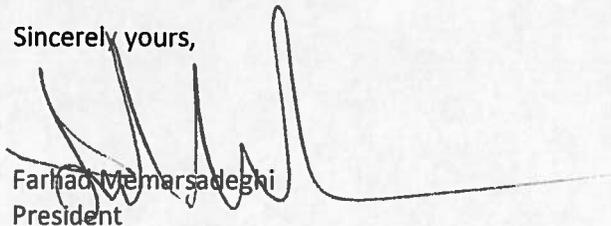
Dear Commissioners:

To enhance the zoning ordinance and encourage development of active adult units in the Town; we propose the following text amendment be added after paragraph B of Section 17.48.015.

On parcels less than 100 acres, entire parcel can be used for active adult community as long as total density remains below two units per acre. (example: maximum number of units in a 40 acre parcel is 80 active adult units)

I appreciate your considerations.

Sincerely yours,



Farhad Memarsadeghi
President

- BURGESS
- COMMISSIONERS
- ADMINISTRATOR
- PLANNING & ZONING



BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND

CHECKLIST FOR ADMINISTRATIVE FEE POLICY

PROJECT NAME: FOXFIELD SECTION 6

PLAN NAME: _____

NAME: MEMAR CORP.

ADDRESS: 5703 INDUSTRY LANE FREDERICK MD. 21704

PHONE: (301) 694-4600

Please check the following application that applies to you when submitting to the Town of Middletown for review.

BOARD OF APPEALS:

- VARIANCE APPLICATION
 - \$100.00 standard fee for non principal or \$200.00 standard fee for principal + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application
 - SPECIAL EXCEPTION
 - \$300.00 standard fee + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application
 - ADMINISTRATIVE ERROR
 - \$200.00 standard fee + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application.
-

CHECKLIST FOR ADMINISTRATIVE FEE POLICY

TEXT AMENDMENT - \$300.00 standard fee + \$200.00 advertising fee, made payable to the Town of Middletown at time of submission of application.

RE-ZONING FEE - \$300.00 standard + \$20.00/acre + \$200.00 advertising fee payable to the Town of Middletown at the time of submitting application

_____ # of acres

ANNEXATION REVIEW - \$1,000.00 standard + \$50.00/acre payable to the Town of Middletown at the time of submitting application (advertising and legal fees charged separate).

_____ # of acres

WATER AND SEWER MASTER PLAN MAP AMENDMENT - \$500.00 standard fee payable to the Town of Middletown. Applicant must submit a proposed map amendment with fee for consideration of changes to the Water/Sewer Master Plan Map that is not in sequence with the regular six-month review process for change in services.

RECORDING FEES:

PLATS - \$5.00 made payable to the Clerk of the Court and \$75.00 made payable to the Town of Middletown for recordation procedures conducted by Middletown Planning Staff.

ALL OTHER DOCUMENTS - \$50.00/document payable to the Town of Middletown for recordation procedures conducted by Middletown Staff.

PUBLIC WORKS AGREEMENT REVIEW - \$150.00/each standard fee payable to the Town of Middletown when submitting public works agreement for review.

HOA DOCUMENT REVIEW - \$200.00 standard fee payable to the Town of Middletown when submitting HOA for review.

RECEIVED

OCT 28 2013

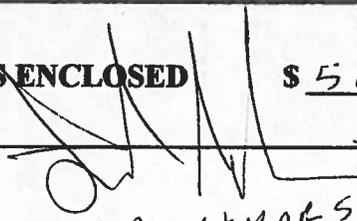
TOWN OF MIDDLETOWN, MD.

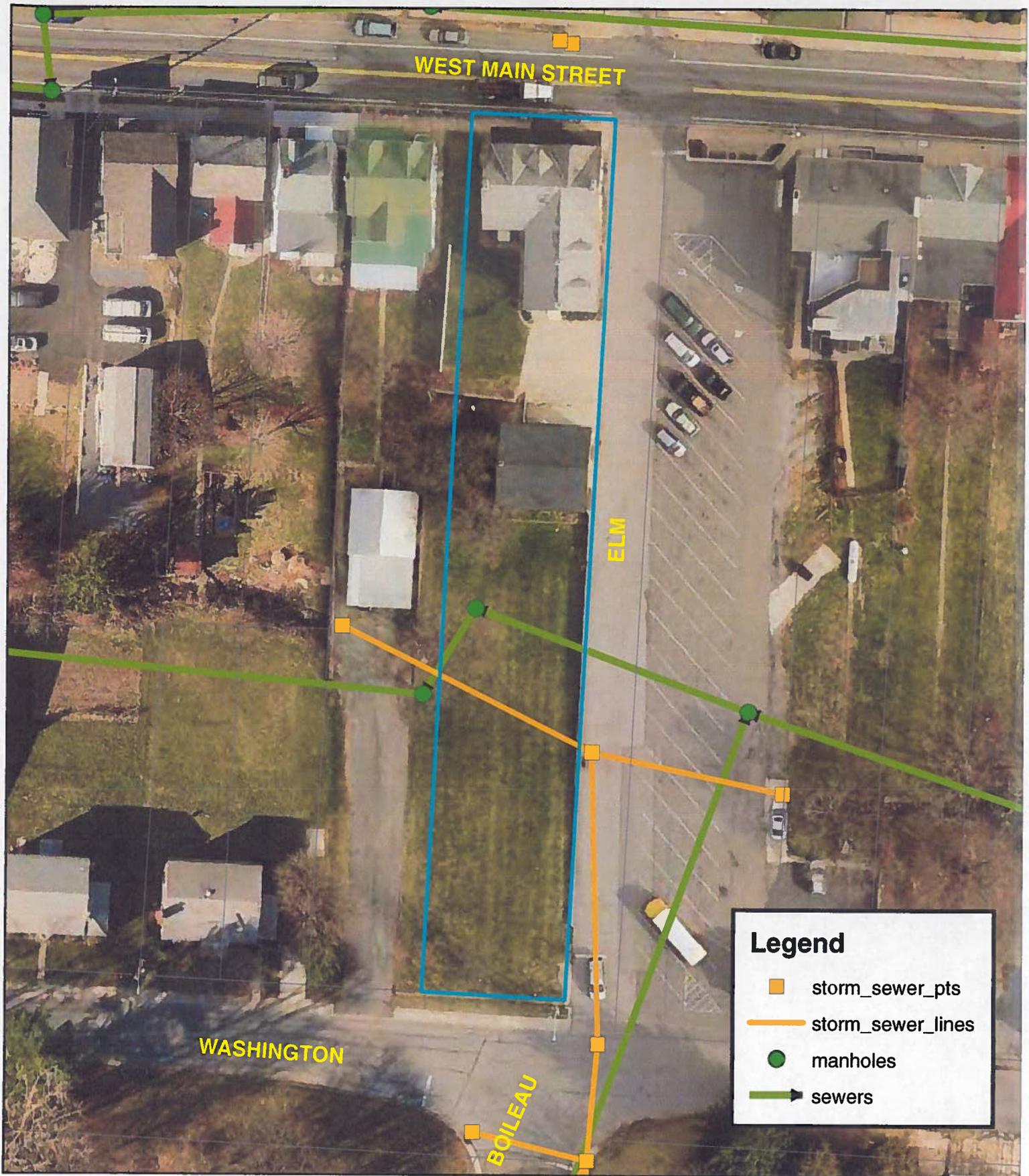
CL#3990

TOTAL FEES ENCLOSED

\$ 500.⁰⁰

SIGNED BY:


FAKHRO MUMAR SADECHI



CMHL Property

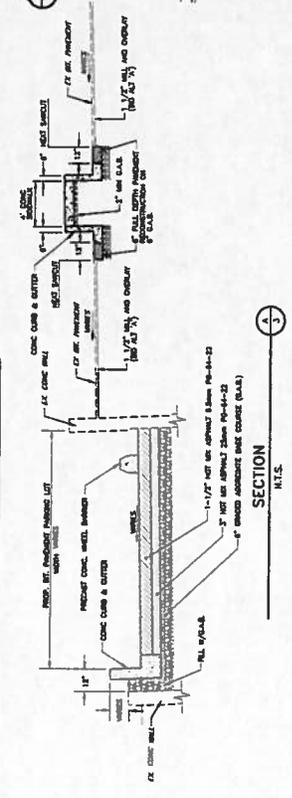
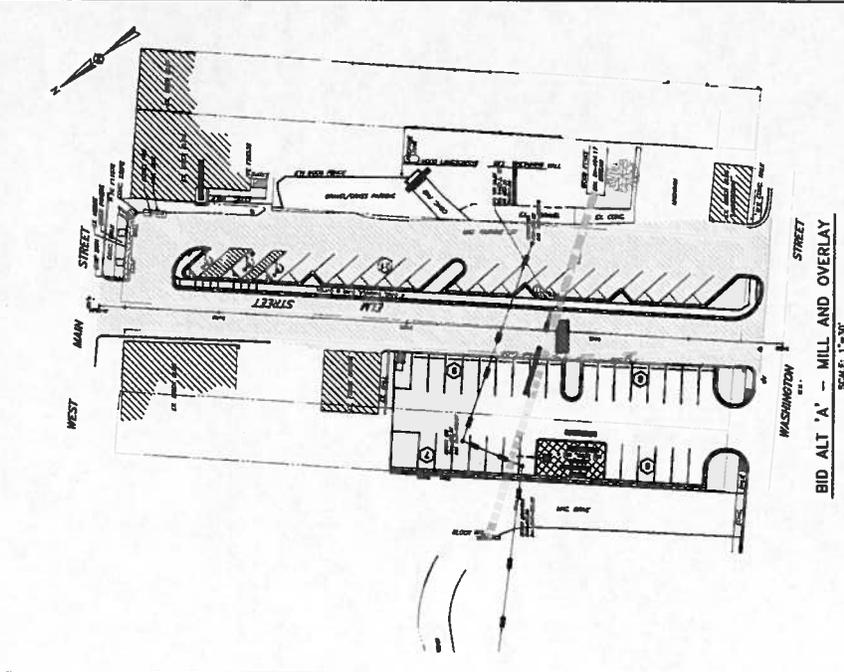
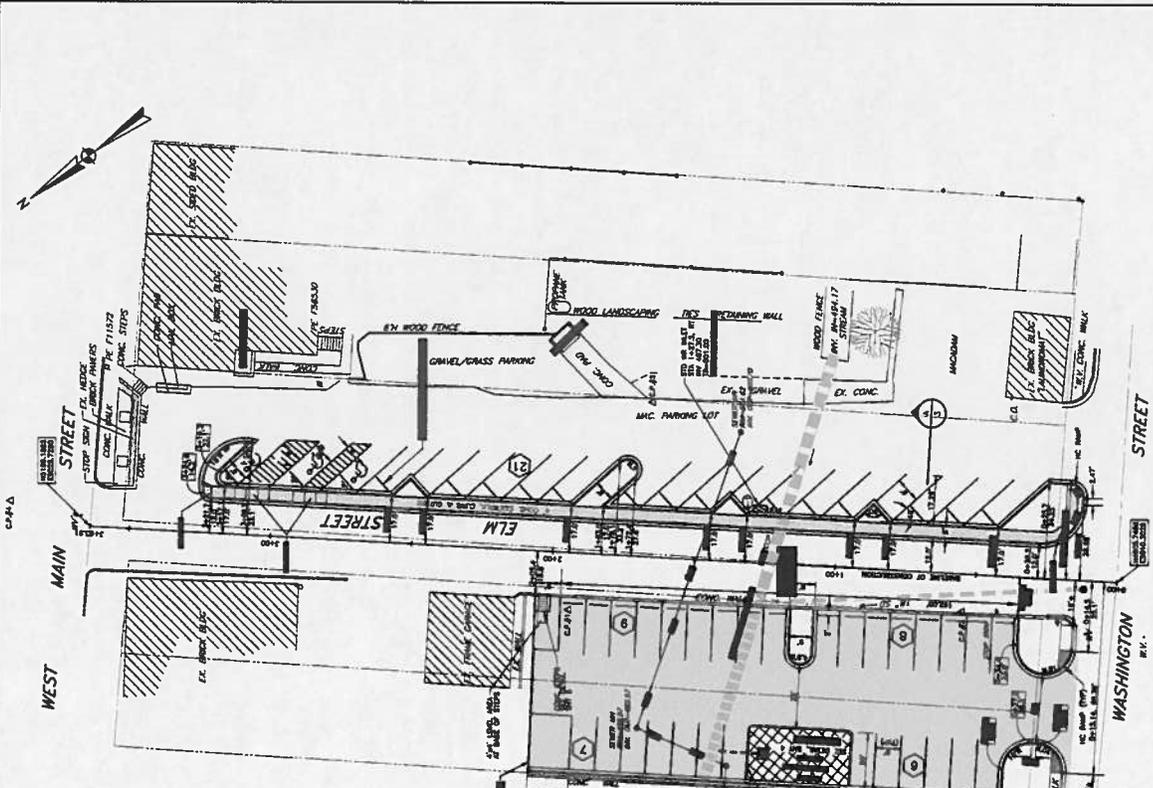
Town of Middletown - Frederick County

CONTROL POINTS AND BASELINE LAYOUT INFO

POINT	NORTHING	EASTING	DL CLASIFICATION	DATE/COMMENTS
C.P.1	80020000	49833400	501.00	5/21/08
C.P.2	80020000	49833400	501.00	5/21/08
C.P.3	80020000	49833400	501.00	5/21/08
C.P.4	80020000	49833400	501.00	5/21/08
C.P.5	80020000	49833400	501.00	5/21/08
C.P.6	80020000	49833400	501.00	5/21/08
C.P.7	80020000	49833400	501.00	5/21/08
C.P.8	80020000	49833400	501.00	5/21/08
C.P.9	80020000	49833400	501.00	5/21/08
C.P.10	80020000	49833400	501.00	5/21/08
C.P.11	80020000	49833400	501.00	5/21/08
C.P.12	80020000	49833400	501.00	5/21/08
C.P.13	80020000	49833400	501.00	5/21/08
C.P.14	80020000	49833400	501.00	5/21/08
C.P.15	80020000	49833400	501.00	5/21/08
C.P.16	80020000	49833400	501.00	5/21/08
C.P.17	80020000	49833400	501.00	5/21/08
C.P.18	80020000	49833400	501.00	5/21/08
C.P.19	80020000	49833400	501.00	5/21/08
C.P.20	80020000	49833400	501.00	5/21/08
C.P.21	80020000	49833400	501.00	5/21/08
C.P.22	80020000	49833400	501.00	5/21/08
C.P.23	80020000	49833400	501.00	5/21/08
C.P.24	80020000	49833400	501.00	5/21/08
C.P.25	80020000	49833400	501.00	5/21/08
C.P.26	80020000	49833400	501.00	5/21/08
C.P.27	80020000	49833400	501.00	5/21/08
C.P.28	80020000	49833400	501.00	5/21/08
C.P.29	80020000	49833400	501.00	5/21/08
C.P.30	80020000	49833400	501.00	5/21/08
C.P.31	80020000	49833400	501.00	5/21/08
C.P.32	80020000	49833400	501.00	5/21/08
C.P.33	80020000	49833400	501.00	5/21/08
C.P.34	80020000	49833400	501.00	5/21/08
C.P.35	80020000	49833400	501.00	5/21/08
C.P.36	80020000	49833400	501.00	5/21/08
C.P.37	80020000	49833400	501.00	5/21/08
C.P.38	80020000	49833400	501.00	5/21/08
C.P.39	80020000	49833400	501.00	5/21/08
C.P.40	80020000	49833400	501.00	5/21/08
C.P.41	80020000	49833400	501.00	5/21/08
C.P.42	80020000	49833400	501.00	5/21/08
C.P.43	80020000	49833400	501.00	5/21/08
C.P.44	80020000	49833400	501.00	5/21/08
C.P.45	80020000	49833400	501.00	5/21/08
C.P.46	80020000	49833400	501.00	5/21/08
C.P.47	80020000	49833400	501.00	5/21/08
C.P.48	80020000	49833400	501.00	5/21/08
C.P.49	80020000	49833400	501.00	5/21/08
C.P.50	80020000	49833400	501.00	5/21/08

LEGEND

- PROP. CONCRETE CURB & GUTTER
- PROP. FULL DEPTH CONC. PAVEMENT
- PROP. CONCRETE SIDEWALK
- PROP. 1 1/2" HLL. AND OVERLAY



		TOWN OF MIDDLETOWN 31 WEST MAIN STREET MIDDLETOWN, MARYLAND 21769		GEOMETRIC LAYOUT PLAN	
ELM STREET PARKING LOT IMPROVEMENTS MIDDLETOWN, FREDERICK COUNTY, MARYLAND		SCALE 1" = 30' SHEET NO. 9452.00 3 OF 9		DATE BY APP. NO. 1/11/08 JAC 100	
CHECKED P.C.		DATE MAY 2007		FIELD BOOK	
DESIGNED FOR CONSTRUCTION 1/11/08		DATE 1/11/08		NO.	
DRAWN BY JAC		DATE 1/11/08		NO.	
PROJECT NO. 9452.00		SHEET NO. 3 OF 9		DATE 1/11/08	

NO TAX PAYMENT REQUIRED

Treasurer of
Frederick County, Maryland
PER [Signature]
DATE 01/19/06 50

LEASE

THIS LEASE, made this 19TH day of MAY, 2006, by and between **Central Maryland Heritage League, Inc.**, hereinafter called "**Landlord**" and **Burgess and Commissioners of Middletown**, a Maryland municipal corporation, hereinafter called "**Tenant**".

WITNESSETH: That for an in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the amount and sufficiency of which is acknowledged by the parties, the Tenant and the Landlord, for themselves their successors and assigns, hereby agree as follows:

1. Landlord leases unto Tenant, and Tenant leases from Landlord, the southern [approximately one-half (1/2)] portion of the property located at 200 West Main Street, Middletown, Maryland, which portion is designated and highlighted in yellow on the attached Exhibit "A" prepared by ARRO Consulting, Inc. entitled "Town of Middletown, Md. - Elm Street Parking Plan - Concept Option One-A" (the leased portion of the property shall hereinafter be referred to as "the Premises"). Tenant may have a title search performed to determine whether there are any restrictions or other defects which effect Tenant's intended use of the Premises. In the event that the title search reveals such defects, then the Landlord shall have 30 days from being notified thereof in which to cure such defects. Alternatively, Landlord may elect not to cure such defects, in which event the Town shall have the option, but not the obligation, of accepting this Lease with such defects. If the Town elects not to accept this Lease with the uncured defects, then this Lease shall become null and void, and neither party shall thereafter have any further rights or obligations hereunder.

THE FOLLOWING ARE THE RECORDING FEES FOR THIS STATE OBLIGATIONS
Res#FR02 Rcft#399999
SKD KLH BIK#3091
Jun 20, 2006 10:13 am

2. The term of this Lease shall commence on the date of this Lease above written and shall expire on the date of the ninety-ninth (99th) annual anniversary of this Lease. This Lease may be recorded among the Land Records of Frederick County, Maryland at the expense of the party so recording the Lease.

3. Tenant shall to pay to Landlord, as rent, the sum of Ninety-nine Dollars and no cents (\$99.00) payable in annual installments of One Dollar (\$1.00) per year. The first payment shall be due upon the signing of this Lease, and each annual installment thereafter shall be due and payable on the annual anniversary date of this Lease. The Town shall pay a *pro rata* portion of the real estate taxes on the property, which *pro rata* portion shall be in the same percentage that the square footage area of the Premises relates to the total square footage area for the entire property of which the Premises are a portion. Tenant shall be entitled to challenge or appeal the tax assessment applicable to the property, and in

the event that the Town challenges or appeals the tax assessment, Landlord agrees to cooperate and participate, if necessary, in such challenge or appeal; however, Town shall be solely responsible for any expenses or fees applicable to such challenge or appeal which it initiates.

4. Tenant shall use the premises to design, construct, improve, repair, maintain and use a parking lot for the purpose of the temporary parking of motor vehicles and purposes related thereto. Tenant shall be solely responsible for designing and constructing the parking lot. Once the parking lot is constructed on the Premises, Tenant shall be responsible for general maintenance of the Premises, including snow removal and re-paving as necessary. Tenant shall keep the grass, shrubbery, trees, planting and other landscaping cut, trimmed and maintained in a good, clean and safe condition and so as to present an attractive appearance. Tenant shall promptly remove ice and snow from all walks and steps. In the event that Tenant fails to properly maintain the Premises as required, and if after ten days written notice from the Landlord to Tenant of the need for maintenance, the maintenance is not performed, then Landlord shall have the right to complete the necessary maintenance and charge the Tenant for the expenses. The Landlord may consider the failure of the Tenant to maintain the premises in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease.

5. At such time as the parking lot is completed and lines are painted to designate individual parking spaces, Landlord shall be entitled to have six parking spaces designated as reserved for the sole use of the Landlord, and at that time, upon Landlord's request, Tenant shall provide "Reserved Parking" signs to Landlord at Tenant's expenses,

6. Tenant shall use and occupy the Premises for use only as a parking lot for the temporary parking of motor vehicles and purposes related thereto. Tenant shall not make or permit any unlawful, improper or dangerous use of the Premises or do anything which tends to create or maintain a nuisance or any condition which in anyway annoys or interferes with the rights of other nearby property owners, residents or occupants.

7. Any alterations, additions or improvements made by Tenant shall become and remain the property of Landlord at the termination of the Lease term; however, Landlord may require Tenant to remove any such alterations, additions or improvements and to restore the Premises to the same condition as they were at the commencement date of the Lease term, normal wear and tear excepted. Prior to making such alterations, additions or improvements, Tenant shall provide Landlord with the designs, plans or drawings of them.

8. Tenant hereby waives all claims against Landlord for injury or damage to persons or property in, on or about the Premises from any cause, arising at any time.

Tenant shall indemnify and save Landlord harmless from any and all liability or claims for any loss, injury or damage to persons or property occurring anywhere on or about the Premises or arising from the use or occupancy by the Tenant of the Premises. After the Tenant has completed construction of its improvements, Tenant shall indemnify and save Landlord harmless from any and all liability or claims for any loss, injury or damage to persons or property arising from the presence of hazardous materials present on the Premises. Landlord shall not be liable for any loss of or damage to property by theft or burglary from the Premises, or any loss or damage to property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the Premises or from any source. Landlord shall be named as an insured on any liability policy obtained by the Tenant covering the Premises, and at the request of Landlord, Tenant shall provide Landlord with a Certificate of Insurance or other appropriate documentation evidencing such insurance coverage.

9. In the event Tenant remains in the premises after the expiration of the term of this Lease without having executed a new written Lease, such holding over shall not constitute a renewal or extension of this Lease but shall constitute a holding over and a tenancy from month to month subject to all terms and conditions of this Lease insofar as these terms are applicable to a month to month tenancy.

10. The delinquency by the Tenant in the performance or compliance with any of the conditions contained herein for a period of ten (10) days after written notice thereof by the Landlord shall constitute a default. Upon the occurrence of any event of default, Landlord may at any time thereafter give written notice to the Tenant specifying such event of default and stating that this Lease shall terminate on the date specified in such notice, which date shall be at least ten (10) days from the date of this notice. All rights and remedies of Landlord shall be cumulative and the exercise of one remedy by Landlord shall not waive the right to exercise any other. Failure of Landlord to insist upon strict performance of any provision herein at any time shall not act as a waiver of Landlord's future right to enforce any provision of this lease.

11. Tenant shall not assign this Lease or sublet the Premises in whole or in part without the prior written permission of Landlord, which permission may be denied at the sole discretion of the Landlord.

12. Notices and communications to Tenant or Landlord shall be sufficient if served as follows:

If to Tenant: By personal delivery to Tenant's named agent, or

By mail to:
Town of Middletown
31 West Main Street
Middletown, Maryland 21769
Attention: Town Administrator

If to Landlord: By personal delivery to Landlord's named agent, or
By mail to:
200 West Main Street
Middletown, Maryland 21769

Either party may designate a new address to the other by written notice. Such notices and communications shall be deemed to be served upon the date of mailing.

13. All of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14. This Lease constitutes the entire contract between the Landlord and the Tenant, and there are no promises, warranties, agreements or representations between the parties which have not been set forth in writing herein.

15. Time is of the essence in this Lease.

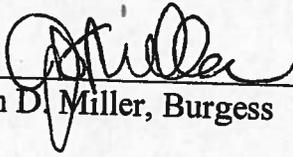
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective authorized representatives.

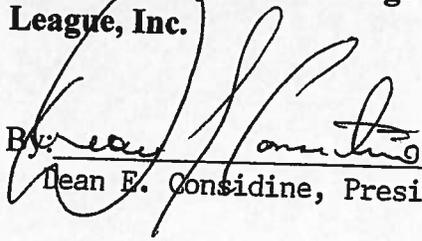
TENANT:

LANDLORD:

**Burgess and Commissioners
of Middletown**

**Central Maryland Heritage
League, Inc.**

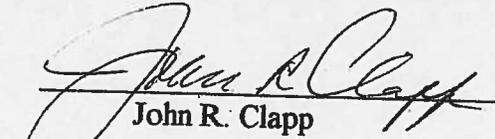
By: 
John D. Miller, Burgess

By: 
Dean E. Considine, President

Date: May 15, 2006

Date: 19 May 2006

I, the undersigned, hereby certify that I am an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland, and that the within instrument was prepared under my supervision.


John R. Clapp

After recording, please return to:

John R. Clapp
Clapp & Carper, LLC
1 West Church Street, Second Floor
Frederick, Maryland 21701