Middletown

AGENDA FOR THE TOWN MEETING
February 11, 2019
7:00 p.m.

Red Indicates –	Action Item
Green Indicates –	Ordinance Introduction
Blue Indicates –	Discussion Item with Links

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA
- Financial Statements
- Girls on the Run 5K Race
- Budget Amendments
- Town Meeting Minutes
  - January 28, 2019 – Town Meeting

PERSONAL REQUESTS FOR AGENDA:
- *Broad Street Citizens Group – Comments on Broad Street Preliminary Design*
- *Jane Tamagna Darr – Comprehensive Plan Public Forums (From Town Workshop)*

STAFF REPORTS *(From Town Workshop)*:
Staff Planner
Main Street Manager
Engineers Report
Zoning Administrator

UNFINISHED BUSINESS:
- Vacancy for Alternate to the Town's Ethics Commission *(Vote)*
- MOU for Stormdrain at 306 West Main Street *(Vote)*
- Comprehensive Plan Schedule Discussion
- Blighted Ordinance *(Second Reading)*
- Employee Handbook Updates *(Second Reading)*
- Social Media Policy – *(Second Reading)*
- Updated Cost Estimate for Parking on South Church Street

REPORT OF COMMITTEES:

Water/Sewer	Commissioner Falcinelli
Public Works	Commissioner Bussard
Sustainability	Commissioner Dietrick
Planning Commission Liaison	Commissioner Catania
Parks & Recreation	Commissioner Goodman
Public Information	Commissioner Falcinelli

NEW BUSINESS:

- **Discussion of Panhandling Ordinance**
- **Discussion of Self-Storage in General Commercial (GC) Zoning District Code Conflict – Dowd Property**
- **Review Leasing Offer for Parking Lot – Corner of North Church Street & East Green Street**

PUBLIC COMMENTS:

ANNOUNCEMENTS:

ADJOURNMENT

Town of Middletown

Statement of Revenue & Expenditures

General Fund

Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
REVENUE			
LOCAL TAX			
Real Property	$ 1,304,924	$ 1,163,287	$ (141,637)
Tangible Personal Property	44,063	44,544	481
Public Utilities	14,192		(14,192)
Franchise (Cable)	55,145	12,347	(42,798)
Penalties & Interest	11,043	82	(10,961)
	$ 1,429,367	$ 1,220,260	$ (209,107)
STATE SHARED TAX			
Admission & Amusement	$ 34,125	$ 18,225	$ (15,900)
Highway Gasoline & Licenses	177,025	138,303	(38,722)
	$ 211,150	$ 156,528	$ (54,622)
COUNTY SHARED TAX			
Income Taxes	$ 1,024,876	$ 382,752	$ (642,124)
Tax Equity Grant	632,552	474,414	(158,138)
	$ 1,657,428	$ 857,166	$ (800,262)
LICENSES AND PERMITS			
Business / Traders	$ 4,900	$ 316	$ (4,584)
Planning / Zoning Fees	21,290	8,690	(12,600)
	$ 26,190	$ 9,006	$ (17,184)
PARKS AND RECREATION			
Pavillion Fees	$ 4,315	$ 1,819	$ (2,496)
	$ 4,315	$ 1,819	$ (2,496)
POLICE PROTECTION			
State Grant	$ 26,187		$ (26,187)
	$ 26,187		$ (26,187)
MISCELLANEOUS			
Bank Shares Grant	$ 2,500	$ 1,491	$ (1,009)
Miscellaneous & Donations		517	517
	$ 2,500	$ 2,008	$ (492)
OPERATING REVENUES	**$ 3,357,137**	**$ 2,246,787**	**$ (1,110,350)**
State Grants & Interest	$ 100,900	$ 9,947	$ (90,953)
TOTAL REVENUE	**$ 3,458,037**	**$ 2,256,734**	**$ (1,201,303)**

Town of Middletown

Statement of Revenue & Expenditures

General Fund

Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
EXPENDITURES			
LEGISLATIVE			
Commissioner's Salary	$ 21,000	$ 12,250	$ (8,750)
Communications	3,480	1,552	(1,928)
Dues & Subscriptions	7,400	6,863	(537)
Office Supplies & Exp	7,500	2,037	(5,463)
Advertising	500		(500)
Meetings & Conventions	7,500	7,127	(373)
	$ 47,380	$ 29,829	$ (17,551)
EXECUTIVE			
Burgess Salary	$ 10,200	$ 5,950	$ (4,250)
	$ 10,200	$ 5,950	$ (4,250)
ELECTION			
Clerk Fees			
Other Administrative Expenses			
GENERAL SERVICES			
ADMINISTRATION			
Administrative Salary	$ 272,402	$ 161,301	$ (111,101)
Postage & Printing	200	9	(191)
Communications	10,300	4,761	(5,539)
Computer Expenses	21,800	36,114	14,314
Office Supplies & Exp	42,232	19,079	(23,153)
Office Maintenance	23,500	13,770	(9,730)
Dues & Subscriptions	150		(150)
Professional Services	4,600	2,010	(2,590)
Meetings & Conventions	100	370	270
Water and Sewer Grant			
	$ 375,284	$ 237,414	$ (137,870)
OPERATIONS			
Operations Salary	$ 247,722	$ 150,511	$ (97,211)
Communications	10,200	6,007	(4,193)
Supplies & Expenses	19,500	9,686	(9,814)
Dues & Meetings	1,500	175	(1,325)
Maintenance & Repairs	25,982	9,557	(16,425)
Tools & Equipment	3,166	1,902	(1,264)
	$ 308,070	$ 177,838	$ (130,232)
PROFESSIONAL SERVICES			
Independent Accounting	$ 16,000	$ 16,000	

Town of Middletown

Statement of Revenue & Expenditures

General Fund

Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
Legal - Development			
Legal - Ordinances	9,130	1,957	(7,173)
	$ 25,130	$ 17,957	$ (7,173)
PLANNING & ZONING			
Salary & Fees	$ 64,415	$ 34,122	$ (30,293)
Other Expenses	2,684	1,998	(686)
	$ 67,099	$ 36,120	$ (30,979)
MAIN STREET PROGRAM			
Manager Salary	$ 47,147	$ 25,542	$ (21,605)
Town Contribution	10,000	10,000	
	$ 57,147	$ 35,542	$ (21,605)
PUBLIC SAFETY			
Fire Dept. Donation	$ 20,000		$ (20,000)
School Crossing Guards	21,910	7,905	(14,005)
Community Deputy Program	393,895	198,714	(195,181)
	$ 435,805	$ 206,619	$ (229,186)
SANITATION & WASTE REMOVAL			
Resident Trash & Yard Waste	$ 284,930	$ 151,055	$ (133,875)
RECREATION AND CULTURE			
Park Salary	49,000	17,347	(31,653)
Park Electric	2,505	1,252	(1,253)
Remsberg Park Electric		2,818	2,818
Maintenance & Repairs	31,150	10,082	(21,068)
Mowing	33,935	13,671	(20,264)
Remsberg Park - Interest	4,389	3,324	(1,065)
Remsberg Park - Principal	119,161	79,043	(40,118)
	$ 240,140	$ 127,537	$ (112,603)

Town of Middletown

Statement of Revenue & Expenditures

General Fund

Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
HIGHWAYS AND STREETS			
Salary	$ 70,232	$ 60,198	$ (10,034)
Street Lighting	182,300	94,006	(88,294)
Storm Water Management	7,545	2,660	(4,885)
Snow Removal	85,300	29,406	(55,894)
Repairs & Resurfacing	92,000	46,218	(45,782)
Signs	5,300	359	(4,941)
Truck Repair & Operation	28,000	14,700	(13,300)
Equipment Repairs & Ops	21,172	2,690	(18,482)
Mowing	33,440	18,432	(15,008)
Interest	77,358	2,702	(74,656)
West Green St - Principal	100,000	65,960	(34,040)
	$ 702,647	$ 337,331	$ (365,316)
OTHER EXPENSES			
MT Historical Society - CIP	$ 5,000	$ 5,000	
Donations	100		(100)
Travel - Mileage	2,278	786	(1,492)
Community Events	53,290	6,110	(47,180)
Payroll Taxes	63,139	33,963	(29,176)
Insurance - Property	15,906	12,635	(3,271)
Insurance - Employee	165,325	77,341	(87,984)
Retirement/Pension	71,102	56,278	(14,824)
Web Page & Directory	3,755	3,032	(723)
Real Estate Taxes	800	1,680	880
Other	4,000	2,564	(1,436)
	$ 384,695	$ 199,389	$ (185,306)
TOTAL EXPENDITURES	**$ 2,938,527**	**$ 1,562,581**	**$ (1,375,946)**
INCOME (LOSS) Exc. Cash Reserves	**$ 519,510**	**$ 694,153**	**$ 174,643**
CASH RESERVES	**$ 881,203**	**$ 417,096**	**$ (464,107)**
SURPLUS / (DEFICIT)	**$ 1,400,713**	**$ 1,111,249**	**$ (289,464)**

Town of Middletown
CIP Funds & Expenditures
General Fund
Fiscal Year 2018
For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
OPERATING REVENUE			
Revenue	$ 3,357,138	$ 2,246,787	$ (1,110,351)
OPERATING EXPENSES			
Expenses	3,357,138	1,562,581	(1,794,557)
OPERATING SURPLUS (DEFICIT)		**$ 684,206**	**$ 684,206**
OTHER FUND			
POS - Development	$ 36,900		$ (36,900)
Community Legacy Grants	64,000		(64,000)
RETAINED EARNINGS	299,658		(299,658)
Interest	865	9,947	9,082
Improvement Fees	241,500	146,000	(95,500)
TOTAL OTHER FUNDS	$ 642,923	$ 155,947	$ (486,976)
TOTAL FUNDS AVAILABLE	**$ 642,923**	**$ 840,153**	**$ 197,230**
CIP PROJECTS & PURCHASES			
SHA Streetscape Lighting	$ 175,000		$ (175,000)
Broad Street Reconsturction	111,000	6,573	(104,427)
Elm Street - TCS	25,000		(25,000)
Elm Street Parking Lot Upgrades	90,000		(90,000)
Manda Drive - TCS	95,000		(95,000)
Manda Court - TCS	52,000		(52,000)
Washington Street Retaining Wall	25,000		(25,000)
Foxfield Swale Reconstruction	15,000		(15,000)
Remsberg Park - Walking Trail Pa	25,000		(25,000)
Cone Branch Walking Trail - Benc	6,500	22,295	15,795
Walking Trail Signage	5,000		(5,000)
Wiles Branch Picnic Benches	4,500		(4,500)
Foxfield Walking Trail - Ext to	25,000		(25,000)
Befco Slit Seeder	8,000		(8,000)
Municipal Center - HVAC Replacem	60,000		(60,000)
Municipal Center - Boiler Replac	35,000	10,500	(24,500)
Municipal Center - ADA Improveme	30,000		(30,000)
Street Pretreatment Equipment -	60,360		(60,360)
Maintenance Facility at EWWTP		1,800	1,800
IT Computer Equipment Lease	37,000		(37,000)
	$ 824,000	$ 41,168	$ (782,832)
OPERATING & CIP SURPLUS (DEFICIT)	$ (181,077)	$ 798,985	$ 980,062

Printed: February 11, 2019

Town of Middletown

CIP Funds & Expenditures

General Fund

Fiscal Year 2018

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
Cash Reserves	$ 346,150	$ 218,934	$ (127,216)
TOTAL CASH SURPLUS	**$ 165,073**	**$ 1,017,919**	**$ 852,846**

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2019
For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
REVENUE			
Water Revenue	$ 624,139	$ 310,096	$ (314,043)
Sewer Revenue	616,076	308,379	(307,697)
Penalties/Reconnects	22,161	8,869	(13,292)
Rain Barrel Sales	1,000		(1,000)
General Fund Grant/Misc			
TOTAL OPERATING REVENUE	**$ 1,263,376**	**$ 627,344**	**$ (636,032)**
EXPENDITURES			
ADMINISTRATIVE			
Office Salaries	$ 34,407	$ 23,180	$ (11,227)
Communications	11,742	7,034	(4,708)
Postage	9,750	6,000	(3,750)
Office Supplies/Expense	14,000	6,308	(7,692)
Legal - Other	2,000	2,437	437
Meetings & Seminars	500	120	(380)
Advertising	500		(500)
Uniforms	5,068	2,100	(2,968)
Dues/Subscrip/Certifications	500	679	179
Travel	200		(200)
Payroll Taxes	23,721	13,634	(10,087)
Insurance - Prop. & Liability	11,848	8,065	(3,783)
Insurance - Workers Comp	9,911		(9,911)
Insurance - Health	54,716	23,709	(31,007)
Retirement/Pension	22,912	24,674	1,762
Real Estate Taxes	292	292	
Rain Barrel/Educational Programs	1,000		(1,000)
I & I Loan Principal and Interest	32,743	32,498	(245)
Sub-Total	$ 235,810	$ 150,730	$ (85,080)
Vehicles & Equipment			
2016 Truck (Pearl)	$ 1,100		$ (1,100)
2008 Truck	4,200	142	(4,058)
2012 Truck (Miller)	1,800	461	(1,339)
2013 Truck (Whitney)	2,600	120	(2,480)
2015 Meter Van (Hightman)	2,300	1,569	(731)
Misc Equipment		339	339
Bobcat Mini-Excavator		91	91
Case Backhoe	3,000	3,002	2
Sub-Total	$ 15,000	$ 5,724	$ (9,276)

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2019
For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
WATER			
Salaries	$ 151,440	$ 85,097	$ (66,343)
Water Distribution System			
Supplies	5,500	11,060	5,560
Repairs & Maintenance	37,000	13,784	(23,216)
Water Line Break Repairs	5,000		(5,000)
Chemicals	500	2,106	1,606
Tools & Equipment	4,000	50	(3,950)
Sub-Total	$ 52,000	$ 27,000	$ (25,000)
Water Plant/Reservoir/Booster/Tower/BS Wellhouse			
Supplies	$ 2,000	$ 1,964	$ (36)
Repairs & Maintenance	37,722	70	(37,652)
Chemicals	17,132	11,381	(5,751)
Tank Maintenance Contract	100,000		(100,000)
Tools & Equipment	1,932	631	(1,301)
Testing & Analysis	5,900	2,371	(3,529)
Sub-Total	$ 164,686	$ 16,417	$ (148,269)
Water Electric	**$ 26,561**	**$ 25,553**	**$ (1,008)**
TOTAL WATER EXPENSES	**$ 394,687**	**$ 154,067**	**$ (240,620)**
SEWER			
Salaries	$ 115,933	$ 70,741	$ (45,192)
Sewer Collection System			
Cone Branch PS	12,618	5,511	(7,107)
Brookridge South PS	4,000	778	(3,222)
Foxfield PS	12,500	1,569	(10,931)
Sanitary Sewerlines & Manholes	22,080	2,311	(19,769)
I & I Accrual	75,000		(75,000)
Sub-Total	$ 126,198	$ 10,169	$ (116,029)

Town of Middletown
STATEMENT OF REVENUE and EXPENDITURES
WATER & SEWER
Fiscal Year 2019
For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
Wastewater Treatment Plants			
East Wastewater Treatment Plant			
Supplies	$ 5,581	$ 5,768	$ 187
Repairs & Maintenance	12,600	5,893	(6,707)
Chemicals	34,285	22,301	(11,984)
Tools & Equipment	4,500	218	(4,282)
Testing & Analysis	36,611	16,111	(20,500)
Sludge Hauling Expense	55,669	17,587	(38,082)
Sub-Total	$ 149,246	$ 67,878	$ (81,368)
West Wastewater Treatment Plant			
Supplies	$ 2,500	$ 862	$ (1,638)
Repairs & Maintenance	15,000		(15,000)
Chemicals	50,531	30,729	(19,802)
Tools & Equipment	2,766	15	(2,751)
Testing & Analysis	10,449	4,264	(6,185)
Sludge Hauling Expense	17,250		(17,250)
Sub-Total	$ 98,496	$ 35,870	$ (62,626)
Sewer Electric	**$ 75,000**	**$ 31,610**	**$ (43,390)**
TOTAL SEWER EXPENSES	**$ 564,873**	**$ 216,268**	**$ (348,605)**
TOTAL WATER/SEWER EXPENSES	**$ 1,210,370**	**$ 526,789**	**$ (683,581)**
3.4% of Operating Expenses	$ 41,153	$ 17,911	$ (23,242)
Liner Inspection and Repair	$ 10,000	$ 11,568	$ 1,568
CONTINGENCY FUND	**$ 51,153**	**$ 29,479**	**$ (21,674)**
ADJUSTED WATER/SEWER EXPENSES	**$ 1,261,523**	**$ 556,268**	**$ (705,255)**
NET INCOME (LOSS)	**$ 1,853**	**$ 71,076**	**$ 69,223**

Town of Middletown

CIP FUNDS and EXPENDITURES

WATER & SEWER

Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
FUNDING SOURCES			
Operating Revenue	$ 1,263,376	$ 627,344	$ (636,032)
Operating Expenses	1,261,523	526,789	(734,734)
OPERATING SURPLUS (DEFICIT)	**$ 1,853**	**$ 100,555**	**$ 98,702**
Cash Reserves	$ 538,119	$ 891,579	$ 353,460
Debt Service Fee - New Homes	156,000	75,950	(80,050)
Capital Improvement Fees	168,966	84,338	(84,628)
Inflow & Infiltration - Reserve A	50,000		(50,000)
Sludge Removal - Reserve Account	35,000		(35,000)
Tap Fees	621,000	306,000	(315,000)
Water Tower & Land Leases	193,271	86,942	(106,329)
Main Street Waterline Loan	1,780,968	(297,669)	(2,078,637)
Reservoir Tank Loan		2,895,000	2,895,000
TOTAL OTHER REVENUE	**$ 3,543,324**	**$ 4,042,140**	**$ 498,816**
TOTAL FUNDS AVAILABLE	**3,545,177**	**4,142,695**	**597,518**
DEBT SERVICE COSTS			
Principal Payments			
MDE - East WWTP	$ (241,265)	$ 220,351	$ 461,616
Main Street Waterline Loan	(77,842)		77,842
Reservoir Loan	(6,798)		6,798
Brookridge WTP Loan Payments	(195,314)		195,314
TOTAL DEBT SERVICE COSTS	**$ (521,219)**	**$ 220,351**	**$ 741,570**
WATER & SEWER PROJECTS			
Main Street Waterline	$ 1,780,968	$ 575,259	$ (1,205,709)
Reservoir Improvements	104,000	19,998	(84,002)
Well Field Power Quality Monitor	10,500		(10,500)
SCADA Control System	50,000	22,932	(27,068)
BS - Replace Starters with VFDs	15,000		(15,000)
BS - Rebuild Pump #4	15,000	9,491	(5,509)
BS - Process Piping Replacment	10,000		(10,000)
Water Meter Replacements	41,200		(41,200)
PRV Vault Pipe Painting and Clean	9,000		(9,000)
InHance Billing Software Upgrade	37,000	7,712	(29,288)
West WWTP - Curtain Replacement	25,000		(25,000)
West WWTP - Plug Valve Replacment	5,000	9,491	4,491
West WWTP - Chemical Storage Buil	85,000	8,864	(76,136)

Town of Middletown

CIP FUNDS and EXPENDITURES

WATER & SEWER

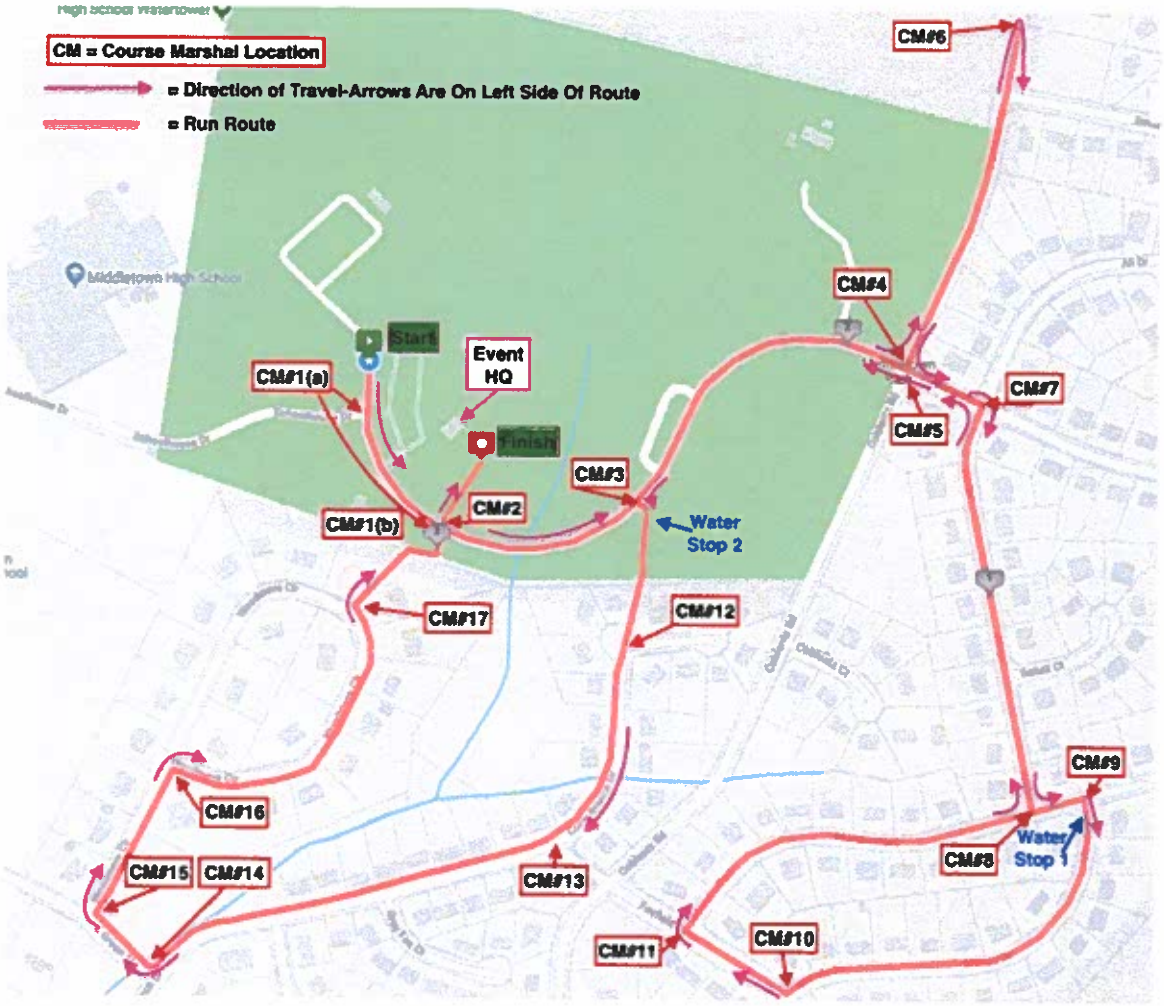
Fiscal Year 2019

For the 7 Months Ended January 31, 2019

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
East WWTP - Dewatering Sludge Tan	$ 15,000		$ (15,000)
East WWTP - Influent Flume & Ultr	20,000		(20,000)
East WWTP - Sludge Removal Reed B	35,000		(35,000)
East WWTP - Sludge Mag Meter	15,000		(15,000)
Vactor Trailer & Excavator	75,000		(75,000)
Inflow and Infiltration	50,000	87,250	37,250
TOTAL WATER & SEWER PROJECTS	**$ 2,397,668**	**$ 740,997**	**$ (1,656,671)**
TOTAL FUNDS REMAINING	**$ 626,290**	**$ 3,622,049**	**$ 2,995,759**

Girls on the Run of Mid & Western Maryland

Event Date:
Saturday, June 1, 2019



Middletown

Burgess and Commissioners of Middletown
Budget Amendment Form

Fiscal Year FY 2019 **Amendment No.** 19-01

Request Date Thursday, February 7, 2019

Fund General Fund **Budget** Capital Improvements Program CIP

Description Reallocation of funds from Elm Street Parking Lot Improvements to SHA Stormdrain MOU, Streetscape.

REVENUE

Line Item	Increase	Decrease
Total	$ -	$ -

EXPENDITURES

Line Item	Increase	Decrease
Elm Street parking Lot Upgrades		$ 10,652.00
SHA Streetscape	$ 10,652.00	
Total	$ 10,652.00	$ 10,652.00

Town Board Approval Date _____

Middletown

Burgess and Commissioners of Middletown
Budget Amendment Form

Fiscal Year FY 2019 **Amendment No.** 19-02

Request Date Thursday, February 7, 2019

Fund General Fund **Budget** Capital Improvements Program CIP

Description Reallocation of funds for additional costs for boiler replace at the Municipal Center.

REVENUE

Line Item	Increase	Decrease
Total	$ -	$ -

EXPENDITURES

Line Item	Increase	Decrease
Municipal Center - Boiler Replacement	$ 25,000.00	
Washington Street Retaining Wall		$ 25,000.00
Total	$ 25,000.00	$ 25,000.00

Town Board Approval Date _____

Middletown

Burgess and Commissioners of Middletown
Budget Amendment Form

Fiscal Year FY 2019 **Amendment No.** 19-03

Request Date Thursday, February 7, 2019

Fund General Fund **Budget** Operating Fund

Description Reallocation of funds for the installation of banner display at Richland Golf

REVENUE

Line Item	Increase	Decrease
250th Main Street Promotional	$ 7,700.00	
Total	$ 7,700.00	$ -

EXPENDITURES

Line Item	Increase	Decrease
Banner Display - Richland Golf	$ 7,700.00	
SHA Streetscape		
Total	$ 7,700.00	$ -

Town Board Approval Date _____

BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

REGULAR MEETING **January 28, 2019**

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on January 28, 2019, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Jennifer Falcinelli, Christopher Goodman, Rick Dietrick and Tom Catania.

CONSENT AGENDA:
FY 2020 – Budget Schedule
Comprehensive Plan Schedule & Public Notice
Town Meeting Minutes – January 3, 2019 - Town Workshop
January 14, 2019 – Town Meeting
Motion by Commissioner Bussard to approve the consent agenda as presented, seconded by Commissioner Catania. Motion carried 6-0.

PERSONAL REQUESTS FOR AGENDA:
Burgess Miller stated that although we do not have any personal requests this evening, I do see a few members of the Concerned Citizens of Middletown group present. Burgess Miller stated that the Board is in receipt of the letter from the Concerned Citizens group regarding the Comprehensive Plan. Burgess Miller asked if they would like to speak.
Jane Weir, 27 East Main Street – read into the record the letter that the Concern Citizens of Middletown group submitted to the Burgess & Commissioners (copy attached to minutes in minute book).
Burgess Miller addressed some of the requests from the letter that Ms. Weir read. Burgess Miller stated that we are a small town and we are not going to print out hard copies of the Comp Plan and place them at the Municipal Center or at the Library. The Comp Plan is on our website and anyone can view it at any time. Burgess Miller stated that the Comp Plan will be on all the Town Board Meetings as well as the Planning Commission meetings until it is approved, and all meetings are open to the public. Burgess Miller stated that we do a lot more than most Towns do.
Bob Smart, 7525 Coblentz Road – stated that he has an issue with the timing of the Comp Plan. Mr. Smart stated that he was apart of the 2010 Comp Plan update and recommends that the Board push back the Comp Plan update a year to incorporate the 2020 Census data. Mr. Smart stated that if we do that then we would be on a 10-year rotation with the Census data update.
Kylie Stevenson, 6 Washington Street – stated that she feels it is important to include the census data. Burgess Miller stated that we do not get citizen involvement, they don't show up at Town Meetings, we get it on Facebook, but we don't get it here.
Elizabeth Bauer, 8097 Geaslin Drive – stated that she agrees with Ms. Weir & Mr. Smarts comments. Ms. Bauer suggested to get more citizen involvement that we send out a survey with open ended questions. Ms. Bauer also asked if there was a way that the Town Board & the Concerned Citizens of Middletown could work together to bring participation up?
Burgess Miller stated that he has asked the Elected officials not to attend the upcoming Comp Plan meetings scheduled for next month and he will also ask the Planning Commission members not to as well

so that residents are able to comment freely. Burgess Miller stated that he is willing to look at the schedule to delay it to possibly include the 2020 Census data.
Commissioner Catania stated that the Planning Commission meets twice a month and the Town Board meets 3 times a month so that is 55 more meetings this year that this will be discussed.

After much discussion Commissioner Bussard amended his previous motion to approve the Consent Agenda as presented to approve the Consent Agenda with removing the Comprehensive Plan Schedule and Public Notice, seconded by Commissioner Catania. Motion carried 6-0.

Burgess Miller stated that this will be added to the February workshop agenda for discussion.

UNFINISHED BUSINESS:
Elm Street Parking Lot Improvement Concept Plan & Cost Estimate – Drew stated that Bruce Carbaugh has given you 2 options to consider. Option 1 is just overlaying the layout currently with 42 parking spaces or Option 2 shows 40 parking spaces, adding some landscaping and street lights for a total of $94,986.54. Drew stated that we have $115,000 budgeted for this project.
Motion by Commissioner Catania to approve Option 2 that includes tar, chip & seal overlay, curb & gutter, landscaping and street lights as presented, seconded by Commissioner Goodman. Motion carried 6-0.
Social Media Policy – Tabled to February.
SHA Response to Parking on South Church Street – Burgess Miller stated that a few months ago we discussed the possibility of adding back the parking along South Church Street in front of the Christ Reformed Church. Bruce gave us a draft proposal and an estimated cost. Burgess Miller stated that we sent a letter to State Highway about our intentions. Burgess Miller stated that we receive a response from SHA with some requirements and the letter also stated that SHA would contribute $12,000 toward the cost. Commissioner Bussard stated that what if a business buys the old Fire Company building that has large trucks that they wish to move in/out of will we then remove the parking from the street?
Bob Smart, 7525 Coblentz Road – stated that in the previous discussions the cost for 6 spaces was approximately $30,000 which is $5,000 a space and he does not feel that is an unreasonable cost.
Ed Berger, 27 East main Street – stated that the Town should buy the building and turn it into a parking deck. Burgess Miller stated that has been discussed but, it is too costly.
Elizabeth Bauer, 8709 Geaslin Drive – stated that the "State" is us – the tax payers.
Kim Brenengen, owner of Main's Properties and Main Cup – stated that every single parking spot that the Town can acquire in the downtown area is vitality important. It is important for growth of businesses.
Rita Bradley, Serenity Salon – stated that she is with the new salon where Carousel of Beauty use to be. Ms. Bradley stated that she doesn't know how Norma Gray (previous owner) stayed in business for 20 years at this location because she is having trouble with her clients finding parking nearby. Ms. Bradley stated that she knew this before signing the lease but, she would love to see parking back on South Church Street.
Burgess Miller stated that this will appear on the Agenda in February with quoted costs for engineering services to address the design for the proposed parking spaces for us to hopefully be able to decide if we want to move forward with or not.
Recommendation from Water & Sewer Committee Regarding Reservoir Project – Commissioner Falcinelli stated that the Water & Sewer Committee is recommending the 1 million-gallon AWWA D115-Divided Tank Reservoir. Project cost for the tank only is $980,000, which equates to $0.98 per gallon. This is the most economical tank of the choices available for 1 million gallons. Commissioner Dietrick asked how many gallons our current reservoir holds. Drew stated that our current reservoir holds 2 million gallons. Commissioner Dietrick questioned why we were decreasing? Drew stated that with the way the reservoir is built the equalization pipe currently does not allow us to use the full capacity of the

reservoir and with the new tank design we will be able to do so. The new tank will have a life expectancy of 50+ years. By consensus of the Board they agree to move forward with the 1-million-gallon tank.
Maryland Smart Energy Communities Project Development Form – Drew stated that we are just letting the Board know what we are applying for. We are applying for a grant to place solar panels on the garage bay roof of the Food Bank.
Update on Street Light Buyback Program – Johnson Controls – Drew presented the Board with a power point presentation of the Street Light Buyback Program from Johnson Controls. Included in the power point presentation was the pros & cons of the buyback program. The Board asked Drew to provide them with a spreadsheet of the savings if we would proceed with the buyback program at the March Town Meeting.
Vacancy for Alternate to the Town's Ethics Commission (Second Notice) – Burgess Miller stated that since advertising for this position we have had 3 applicants. Burgess Miller would like to vote on this at the February meeting.

NEW BUSINESS:
Introduction of Blighted Ordinance (First Reading) – Burgess Miller stated that this is our first look at this Ordinance. The Planning Commission has been working on this and decided that it should be a part of the Health & Safety Section of our code. Burgess Miller stated that this will be reviewed at the February meeting.
Employee Handbook Updates (First Reading) – Burgess Miller stated that during our Staff meetings Ann & I discussed a few updates to the Employee Handbook. Ann stated that the updates include adding a few holidays, adding our Project Manager to the FLSA Exempt and updating the State Retirement & Pension system updates.

PUBLIC COMMENTS:

ANNOUNCEMENTS:

Workshop adjourned at 9:00pm.

Respectfully submitted,

Ann Griffin
Office Manager

Town of Middletown Planning Department

To: Burgess & Commissioners and Middletown Planning Commission

From: Cindy Unangst, Staff Planner

Date: 2/4/2019

RE: Monthly Planning Update - February

Major Subdivisions:

Middletown Glen - Preliminary plans signed – May 29, 2013
Improvement plans conditionally approved – October 16, 2013
FRO planting at Remsberg Park completed – February 2017
All plats recorded at the Courthouse – May 17, 2016 - March 16, 2018

Site Plans, Plats and Minor Subdivisions:

Caroline's View/Horman Apartments- Site Plan approved – April 21, 2008 (no sunset provisions prior to November 14, 2010)
Improvement Plans conditionally approved – May 17, 2010 (no sunset provisions prior to 11/10)
Revised Improvement Plan mylars signed – July 21, 2017
Next step – submittal of PWAs for approval and apply for building and grading permits

Cross Stone Commons – Final FRO Plan approved – May 19, 2014
Revised Site Plan conditionally approved – October 20, 2014
Improvement Plan mylars signed – November 6, 2015
Architectural renderings for Building #4 approved – March 19, 2018
Revised Forest Conservation Plan approved – January 21, 2019
Next step – submit architectural renderings for building #2 for review/approval

Dowd Property – Forest Stand Delineation approved – April 16, 2018
Revised Concept plan reviewed by PC – January 21, 2019
Special Exception materials submitted for self-storage use – December 21, 2018
Next step – PC review/recommendation and BOA review/approval of special exception for self- storage use

Franklin Commons - Improvement Plans approved – Sept. 21, 2015 **(Plans expired 9/21/2018)**
Resubmitted site plan conditionally approved – May 21, 2018 (Plans expire May 21, 2021)
BOA approved height variance request – July 12, 2018 (BOA approval expires July 12, 2019)
Next step – resubmittal of improvement plans for review and approval

Jiffas – Site Improvement Plan conditionally approved – October 20, 2008 (no sunset provisions prior to November 14, 2010)

Forest Conservation Plan approved – October 20, 2008
Architectural plans approved by PC – March 16, 2015
BOA approval for variance requests – March 29, 2016 (**Expired March 29, 2017**)
Next step – apply for variance requests for siting of duplex building

Miller (Ingalls) – Revised Concept Plan reviewed by PC – September 16, 2013
Site plan (Phase III) conditionally approved by PC – July 20, 2015
Improvement plans (Phase III) conditionally approved by PC – June 19, 2017 (Expires 6/19/20)
Improvement plan (Phase III) mylars signed – January 2, 2018

Richland Driving Range – Concept plan reviewed by PC – January 18, 2016
Revised Site Plan conditionally approved – January 15, 2018 (Plans expire January 15, 2021)
Improvement Plans reviewed and tabled by PC – September 17, 2018
Next step – approval of improvement plans by Planning Commission

School Complex roadway plans – Improvement plans and FCP plans reviewed and approved by Town Board – May 8, 2017 (informed in June 2017 that funding was not approved for project)
SWM plans re-submitted to Frederick County and SCD for review/approval – 8/3/17

St. Thomas More Academy Site Plan revision – conditionally approved August 20, 2018

Valley School – revised Site plan submitted for review and approval – February 4, 2019

Zion Lutheran Church – addition plat submitted for review and approval – February 1, 2019

Annexations:

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

Admar Property – annexation petition sent to PC by Town Board – January 9, 2017
PC approval of consistency with zoning/comp plan – February 20, 2017
Public Hearing - April 5, 2018
Town Board passed annexation resolution – April 9, 2018

Text Amendments:

Reports:

Grants: **MEA Smart Energy Communities grant application – award granted – May 2017**

Meetings: **Next Middletown Green Team Meeting – February 19, 2019**

Next Joint town board/planning commission workshop – May 6, 2019

TO: **Burgess and Commissioners**
FROM: **Becky Axilbund, Main Street Manager**
DATE: **February 7, 2019**
RE: **February Workshop Meeting**

Upcoming Dates to Remember:
Saturday, February 9, 2019 Grand Opening - Jennifer Riley Photography Studio – 1 West Main at Noon
Friday, February 22, 2019 Business Mixer- Wren's Nest - 100-104 West Main Street at 8:30am
Friday, March 22, 2019 – Ribbon Cutting/10th Anniversary of Main Street Middletown, MD Inc.

Main Street Executive Committee

- 19-21 West Main Street – We closed on the building on Friday, February 1!
- An RFP has been sent to search for an architect/project manager. Pre-proposal meeting is scheduled for February 15. Proposals are due at the end of the month.
- Work on specific projects is being researched/looking at quotes:
    - We have money in FY 19 to start with roofing repairs and can match the roofing repairs with funds from the Façade Improvement Fund.
    - Working on a Maryland Heritage Area Authority Grant for project expenses for the foundation repair
    - Applying for a Maryland Historical Trust Grant for project expenses.
- Main Street Middletown is in the last phases of creating a Capital Campaign and a general membership/partnership campaign. These campaigns will be rolled out during the month of February.
    - We are working with students to help us create a short video about Main Street and specifically about 19-21 West Main Street.
    - Here is more detail about the Community Investment Tax Credit Program:
        - Nonprofits statewide can apply for the Community Investment Tax Credit Program making this a highly competitive program and the benefit to the donor is a direct financial incentive.
        - In a nutshell, businesses and individuals that donate to Main Street Middletown, MD Inc can earn tax credits equal to 50% of the value of the money, goods, or real property contribution. These tax credits are in addition to the deductions on both Federal and State taxes as a result of the charitable donation.
        - Donor must complete a 2-page form along with the donation to Main Street Middletown. Found at www.mainstreetmiddletown.org/sponsors/
- Main Street Middletown, MD Inc is coming up on its 10th birthday in early April of this year. To celebrate this milestone and the purchase of 19-21 West Main, we will be hosting an open house/ribbon cutting ourselves on Friday, March 22 in the late afternoon! More details to follow soon!

- Because of the purchase, the milestone anniversary, and continual growth of the organization, we will be working on a Strategic Plan during February and March that will define priorities and work in conjunction with the annual budgeting process.
- Main Street Middletown and Middletown Arts and Crafts Council are looking to join forces. Because Main Street Middletown is a nonprofit, there are incentives that we can offer MACC. Main Street appreciates the hard work and great events that MACC hosts, so we believe this is great for both organizations.
- Looking into March, I will be attending the National Main Street Conference Saturday, March 23 through Wednesday, March 27th.

Promotions Committee

Events

- Plans for Coloring the Street (April) are underway, and response to the event is engaged, and excited. We are excited to announce that our local celebrity, Paul Pfau is going to perform!
- Plans for the Walking Tour (May) are also underway. This year, due to the construction, we are going to host the walking tours in the Airview Historic District.
- Vintage Vehicles in the Valley plans are also underway, and we have already received registrations for cars! We are adding a new category to open the event up to specialty cars.
- The Promotions Committee is working on signage for all events, getting our events advertised on other free-calendar of events, and creating a tag line for the Main Street District.

Communications/Advertising

- Last year, Main Street Middletown worked with the FNP to place digital ads to targeted audiences that were located outside of the county. We have renewed our contract to continue this form of advertisement, but instead of just focusing on events, we are expanding the campaign. For the months where we are not specifically advertising an event, we have a series of 3-ads that focus on dining options that are in the district and within Middletown.
- Along with the added online digital campaign which is geared to drive people to the Main Street website, we have added a new page that features dining options. We feature Main Street dining options and Valley options.
- To make the best presentation possible on our website, we have asked our photographer to take specific photos of patrons enjoying their meals at the various Main Street restaurants. This may not seem like a big deal, but in todays digital world where the attention span is shorter and shorter, having high quality photos is not just a want.

Design Committee

- The Design Committee has submitted a design to several firms for bids to create 45 new banners that will replace the smaller, green Main Street banner. The new banners will incorporate the new Town Logo.
- The Main Street Manager, along with Commissioner Falcinelli, Ann Griffin, and Kim Brenengen met to talk about Christmas Decorations for the Town. Quotes are being gathered for wreath and garland.
- The Frederick County Main Streets pulled together and used Tourism Funds that were banked for a group project, wrote a grant, and were awarded additional funding so that we could hire a public art consultant, and create a piece of temporary public art for each Frederick County Main Street community.
    - The role of the art consultant is to come to each community, get a feel for potential locations, and meet with members of the community, including the Burgess. The

consultant will guide and over-see the project including vetting an artist to create pieces that thematically ties the Main Streets together and to the County's larger history.
  - The consultant plans to visit Middletown in the next two-to-three weeks. Several members of the community have been invited to participate in this first meeting.
  - Main Street will keep the Burgess and Commissioners involved in the process as we move forward.

Economic Development Committee

- Please attend and give a warm welcome to Jennifer Riley Photography at her grand opening on Saturday, February 9 at noon!
- The Burgess and Commissioners are invited to attend the first Main Street business mixer of 2019 on Friday, February 22, at 8:30am at Wren's Nest. The theme of the mixer is What's New On Main Street with a presentation presented by the Economic Development Committee.

Main Street's 5th Point – Clean, Green, and Healthy

- Main Street Middletown, MD Inc applied for and was awarded membership into the national Keep America Beautiful organization. As a member of the organization, we will have access to technical training, advice, and ideas on keeping our communities sustainable.
- The required training for the Keep America Beautiful members is scheduled for Friday, February 8 at the national conference in Baltimore. Main Street has asked Cindy Unangst to also attend.

Grants:

	Due Date	Project Description
Maryland Heritage Area Grant	**March 1st**	**For MSM Building – for foundation work**
Maryland Historical Trust	**March 22**	**For MSM Building – other exterior work**
TRIPP Grant	**March 29**	**Advertising**

Town Responsibilities:

- Heal Cities – This project calls for the Town to make purposeful and thoughtful policies and procedures that will consider ways to promote an over-all healthier community. The Heal Cities program looks at three broad areas: Transportation and Infrastructure, Access to Healthy Food Choices, and Workplace Wellness. I am coordinating a meeting with several volunteers to get public input on these issues and will present the results to the Burgess and Commissioners.
- Sustainable MD – Working with Cindy Unagnst and Drew Bowen to complete this application.
- Business Expo – Christie Smith gave the idea to the Burgess to have a business expo. I have since called up Richland Golf Course and talked about potential dates and times to use their reception space. Richland is eager to work with the Town and Main Street on this project.
- GIS Storybook Heritage Walking Tour Project – came in under budget; however, since the project was grant funded, the grantor has asked us to extend the project timeline and scope. The residual funds will provide for additional advertising of the GIS storybook (with a link between the online ad and the actual tour).

Thank you for your continued support and interest in Main Street Middletown, MD Inc.!

Public Works Monthly Report
February 6, 2019

COMPLETED WORK

Public Works
EWWP Aqua Disk: Filter drained for inspection revealed filter fabric requires replacement due to tears.

REQUIRED NOW Fabric and Field Service	$8864.40	now
Future transducer upgrade	$11,667.00	next 2 years
Future PLC Upgrade	$17,822.00	5+ years

New Projects
ADMAR Annexation: Reviewed layout and well drilling reports. Developed summary of requirements for water treatment, pressure and fire service supply.
Budget Outlook: Turbidimeter replacements (obsolete) $3200.00/ EA 3 Required, Aqua Disk Filter level upgrade,

Unbudgeted Expenses:

Sludge cost for FY $ 20,300.00, 45,000 gal hauled, 23,800 gal bedded **Total hauled** 210,000 gal **Bedded** 119,000 Gal
Water Use (Average Daily for the Month, Flows stated in gallons per day)
Permit Limits (gal) 387,000/504,000 AD/MMU 250,000 AD 250,000 AD

MONTH	WATER USE		SPRING FLOW		East WWTP		West WWTP	
	past yr	present yr	past yr	present yr	past yr	present yr	past yr	present yr
January	305,633	311,859	64,653	124,387	247,000	268,000	201,000	562,000
February	278,000	294,927	72,648	100,583	141,000	337,000	188,000	386,000
March **	289,200	290,701	90,151	126,481	190,000	294,000	170,000	229,000
April **	316,880	321,448	128,000	136,331	203,000	282,000	259,000	235,000
May	315,849	316,907	137,800	137,261	285,000	384,000	280,000	658,745
June	322,922	304,003	136,899	137,335	249,600	303,000	169,500	345,000
July	302,332	325,311	116,889	133,855	261,000	288,000	171,000	260,000
August	295,202	320,355	94,195	127,445	250,000	267,000	212,000	268,000
September	323,961	311,932	74,907	121,589	240,000	351,000	191,000	540,000
October **	335,860	332,306	61,054	121,314	231,000	240,000	172,000	325,000
Novembr**	301,245	293,200	63,598	120,239	219,000	364,000	246,000	586,000
December	294,560	299,953	56,430	121,421	192,000	228,000	258,000	550,000
Avg Daily/yr	306804	310242	91435	125687	225717	300500	209792	412062
Avg Yr Flw	111.98	113.24	33.37	45.88	82.39	109.68	76.57	150.40

**Hydrants flushed this month
April 14 709,560 October 14 725,913, October 16 938,000 April 17 732,649. October 17 691,524 April 17 791859 October 18 668,188

Planned Work
SCADA conversion at Well 15 and Brookridge.
WWTP weir flowmeter out of service, will require replacement (20+ yrs old).
Paving Projects
Remsberg park turnaround and HC parking
Water System: SCADA and digital worksheet review with operators
Budget purchases and contracts
Continue Fire Hydrant ID tag and numbering system installation
Regulatory: Grease Ordinance completion.
Bid Sludge Hauling and Chemicals.
Reed Bed Development cost analysis.
New Budget Year Project Schedule
2020 budget / facility walk through

East WWTP Weir Solution

Reservoir Tank: Final Report distributed, design phase to be complete end of May and bidding will proceed.

Open Projects

I & I Walnut to Jefferson St: Prelim design reviewed and return for revisions.
Parking Review: Sidewalk and curb revisions for potential parking across from firehouse. Will contact Consultant for survey and engineering proposal.
Elm Street Parking Lot: Construction layout and construction to begin in spring.
Washington St Retaining Wall Replacement: Pricing is well over the budget and we will use these funds toward the boiler replacement project. It may be in our best interest to postpone this project until the general fund is in better shape since there is some life left in the existing wall. The new budget amount will be $80,000. New developments have not been permitted to use wood as a retaining wall material. No action.
ADA sidewalk ramp reconstructions: Ramp replacement continues.
W WWTP. Final pond baffle is malfunctioning, Investigation needed. Needs review. Received chemical building plans for review. Provided info to Consultant for baffle replacement.
Develop Grease Trap Ordinance and Education Program: No Action
Water System: Booster Station piping leak has been repaired but pipe is very thin. Consultant provided info for VFD and pipe replacement Engineering Services. SCADA – CBPS installed and running Feb 6, 2019. Brookridge is next.
Hydraulic Model: The model will be reviewed and updated by Ganett Flemming to include Main St, Middletown Glen.
System: Jan 189,995 2.79%, Feb 182,952 3.0% Mar 131,146 2.0% Apr 265,709 3.8%, May 417,799 5.8% (lots of rain, level issue) June 322,250 4.8%, July 305,583 4.09%, Aug 334,623 4.6% Sept 382,596 5.4%, October less than 1%.Dec: 182,952 3%, January 235,286 3.2%
Streetscape/ Main St. Waterline Replacement: Phase 2 is complete. Storm drain work commenced and utility conflicts and utility damage on occasion.
Broad St Streetscape: Project review and restart meeting held with Consultant. Town needs to select design option from 2 choices. Community Committee is reviewing option plans.
SSO and I&I: Main St sewers cleaned and televised in progress. Broad St mainline backup Dec 22 & 23.
Drainage Issues: Foxfield swale behind Ali needs maintenance, holding water (Simonoff). Inspected this swale and there is significant maintenance to be done and will require a budget item or authorization by the Board to compete. Current ballpark estimate to add new underdrain and recondition sand filter is $10,000. Notified Mr. Simonoff that the Board would consider multiple solutions and place in FY 2018 budget. Engineering has reviewed and is considering several options to present to Board for budget funding. RFP to consultant. Topographic survey has been performed.as of 6/1/17. Aug 8, 2018 swale is wet and will be monitored monthly for wet conditions. Engineering on hold until monitoring is completed in the Summer of 2018. Foundation drains / sump pumps are draining into the head end of the swale keeping it wet. Letter
MDE /Permits: West WWTP Discharge Permit Renewal submitted to MDE. Submitted asbuilt drawings of East and West WWTP to MDE for capacity management review. MDE has responded that EWWTP design capacity can be certified as 0.350. The FrCO W&S plan must acknowledge the same capacity.
MDE MS4 Permit Reports: Notice of Intent has been accepted. Drew and JR meeting monthly to review and enact plan for the 5 year permit period. Generally requires modifying SWM ponds and additional treatment for impervious surfaces.JR continues to currently spend most of his time on this project.
Franklin St Conceptual Sidewalk Plans: Placed in 2017 budget. Action required by B&C to release for design.
Remsburg Park: No action till the path is paved. Parking area projects on the to do list.
Municipal Center: Received proposals for replacement of the last 3 AC units. Replacement of oil boiler with 2 natural gas boilers is currently out for bid by invitation only. 3 reputable contractors have been solicited.
Street Mill & Overlay: Patching contract 2018 is 95% complete, 2019 has not yet begun.
Maintenance Facility: Proposals received March 28, 2018. Staff reviewing proposals for recommendation to Board. We have received 3 proposals ranging from $196,100 to $389,520. This is the complete engineering (Phase 1) and architectural services (Phase 2) price. Our budget is $75,000 for Phase 1. Staff will provide a more detailed memo in the near future. No action.
Public Event Banner System: In construction.
East WWTP: floating weir catwalks in construction.

Developments
Cross Stone: Guarantee released for original sitework project. Reviewed Black Hog grease interceptor.
Coblentz Property: No action.
Chesterbrook IP's: No action.
Miller Property: Gas line installation preconstruction set for Feb 11.

Town of Middletown
Zoning Administrator Monthly Staff Report

To: Burgess and Commissioners

From: Mark Hinkle, Zoning Administrator

Date: February 1, 2019

RE: Monthly Zoning Administrator Staff Report for January 2019

BOA Hearings: None

Storage Container & Dumpster Permit: 309 East Main Street, removed

Home Occupation Permit: None

Zoning Violations and Complaints:

- 1/14/2019 – 819 East Main Street, BB &T bank – Complaint received about unscreened dumpster, investigated and sent letter. Spoke with branch manager and agreed to allow them an extra 30 days so they can deal with their headquarters in North Carolina. The dumpster became obvious once the property next to them was cleared. Spoke with construction company and advised them what would be needed to be properly screened.
- 1/23/2019 – 200 Middletown Parkway, Dunkin – Complaint received about sign attached to light pole, investigated and sent letter. Working toward compliance.

Miscellaneous:

- Numerous conversations with owner of 107 S. Jefferson Street regarding home renovations and outdoor improvements.
- Spoke with and reviewed pool location for 517 Glenbrook Dr. Size of the pool, location and set back requirements may be an issue. Owner may need to request a variance through Board of Appeals.
- Met with Pastor Joe Sheedy, Connection Church regarding front walk (into church) improvements, not front sidewalk.
- Neighborhood visits
- Temporary sign removal

Permits:

January 2019 Zoning Certificates	***Address***	***Permit #***	***M-town***	***M. Hinkle***	***County***
			Received	***Approved***	***Approval***
Cell Trends-Interior renovations	6 N. Church St	187399	12/19/2018	1/7/2019	Yes
Byrne-Rear 15x12 Deck	213 Ingalls Dr.	188327	1/11/2019	1/11/2019	Yes
Middletown Assoc. LTD-Sign	815 E. Main St	188330	1/11/2019	1/16/2019	Yes
Middletown Commons Holdings-SFH	10 Dean Lane	188099	1/8/2019	1/18/2019	Yes
Middletown Commons Holdings-SFH	4 Gaver Way	188106	1/8/2019	1/18/2019	Yes
Middletown Commons Holdings-SFH	318 Ingalls Dr.	188107	1/8/2019	1/18/2019	Yes
Middletown Commons Holdings-SFH	312 Ingalls Dr.	188109	1/8/2019	1/18/2019	Yes
Middletown Commons Holdings-SFH	206 Ingalls Dr.	188110	1/8/2019	1/18/2019	Yes
Middletown Commons Holdings-SFH	315 Ingalls Dr.	188112	1/8/2019	1/18/2019	Yes
Pirrone-Change of tenant	1A W. Main St.	Town	1/11/2019	1/21/2019	No
Colsh-Rear fence	9 Walnut Pond Ct	Town	1/21/2019	1/23/2019	No
Knox-Shed	207 Mina Dr.	188715	1/3/2019	1/28/2019	Yes

MEMORANDUM OF UNDERSTANDING

US 40 Alt. Middletown Streetscape
by and between
Maryland Department of Transportation
State Highway Administration
and
The Burgess and Commissioners of Middletown, Maryland

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**"), executed in duplicate, made effective on this _____ day of _____, 2019, by and between the Maryland Department of Transportation State Highway Administration, acting on behalf of the State of Maryland, hereinafter referred to as **"MDOT SHA"** and the Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland, hereinafter referred to as the **"TOWN"**.

WHEREAS, MDOT SHA is currently constructing improvements under MDOT SHA Contract No. FR3505184 consisting of, amongst other things, new sidewalks along US 40 Alternate from Ivy Hill Drive to Middletown Parkway; and

WHEREAS, an Agreement was executed (MDOT SHA Control No: PO1505 M-1) on April 12, 2016 to include pedestrian lighting and the replacement of a waterline; and

WHEREAS, it was brought to the attention of MDOT SHA that an existing 100 feet long and twenty four (24) inch diameter storm drain pipe located at 306 W. Main Street needs to be replaced, hereinafter referred to as the "DRAIN PIPE REPLACEMENT"; and

WHEREAS, MDOT SHA and the TOWN agree to include the DRAIN PIPE REPLACEMENT in MDOT SHA Contract No. FR3505184 and to share the cost to design, permit and construct the DRAIN PIPE REPLACEMENT; and

WHEREAS, the TOWN shall reimburse MDOT SHA for the seventy percent (70%) of the cost to design, permit and construct the DRAIN PIPE REPLACEMENT including MDOT SHA salaries, payroll burden and overhead for Construction Engineering Services, estimated at Sixty Five Thousand Nine Hundred Fifty Two Dollars ($65,952).

WHEREAS, sometime the DRAIN PIPE REPLACEMENT may be referred to as the **"PROJECT"**; and

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

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

I. PROJECT DESCRIPTION and DEFINITIONS

The PROJECT shall include the design, permit and construction of the DRAIN PIPE REPLACEMENT. It was brought to the attention of MDOT SHA that an existing twenty four (24) inch diameter storm drainage pipe, approximately 100 feet in length, located at 306 W. Main Street was not under the authority of the Town of Middletown as originally understood. In discussions with the owner(s) on whose property the pipe exists and additional investigations, it was determined that the pipe was undersized and needed to be replaced. Since contributing drainage area to the runoff is part TOWN and part MDOT SHA, the TOWN has agreed to share in the cost of design, permit and construction of the DRAIN PIPE REPLACEMENT.

MDOT SHA's Neat Cost to design and permit the PROJECT is Eighteen Thousand Dollars, ($18,000) and the TOWN's seventy percent (70%) share of the Neat Cost to design and permit the PROJECT is Twelve Thousand Six Hundred Dollars, ($12,600). MDOT SHA has negotiated with the FR3505184 contractor a price to construct the PROJECT determined to be Sixty Thousand Six Hundred Fifteen Dollars, ($60,615), see **Exhibit 1**, and the TOWN's seventy percent (70%) share of the Neat Cost to construct the PROJECT is Forty Two Thousand Four Hundred Thirty Dollars, ($42,430). The TOWN's share of the Neat Costs to design, permit and construct the PROJECT is Fifty Five Thousand Thirty Dollars, ($55,030).

While the TOWN's share of the Neat Cost to design, permit and construct the PROJECT is Fifty Five Thousand Thirty Dollars, ($55,030), the TOWN shall be responsible for seventy percent (70%) of the actual cost of the PROJECT. The TOWN's reimbursement to MDOT SHA shall include the Neat Cost, construction engineering services cost (CE Cost), and the administrative and general overhead cost (Overhead Cost).

The Neat Cost for the design and permit for the PROJECT shall be subject to the Overhead Cost and shall be determined by multiplying the Neat Cost by the federally approved overhead rate, currently seven and eighty sevenths hundredths percent, (7.87%). The TOWN's share of the cost for the design and permit of the PROJECT is estimated at Thirteen Thousand Five Hundred Ninety Two Dollars. ($13,592).

The Neat Cost for the construction of the PROJECT shall be subject to Construction Engineering Costs and shall be determined by multiplying the Neat Cost by Fourteen and Four Tenths Percent (14.4%). The Neat Cost and CE Cost are subject to the federally approved overhead rate of seven and eighty seven hundredths percent, (7.87%). The TOWN's share of the cost for the construction of the PROJECT is estimated to be Fifty Two Thousand Three Hundred Sixty Dollars, ($52,360).

The cost to the TOWN to design, permit and construct the PROJECT is estimated at Sixty Five Thousand Nine Hundred Fifty Two Dollars, ($65,952). MDOT SHA and the TOWN acknowledge the calculated cost is an estimate and the actual cost may be more or less. MDOT SHA shall make a final accounting of the PROJECT cost once the

PROJECT is complete. The TOWN agrees to pay seventy percent (70%) of the actual cost to construct the PROJECT. MDOT SHA will be responsible for the maintenance upon final acceptance of the PROJECT by MDOT SHA and the TOWN.

II. DESIGN PHASE

A. MDOT SHA Responsibility

1. MDOT SHA shall design and permit the PROJECT.
2. MDOT SHA shall provide the TOWN with four (4) sets of proposed final plans and estimates for the PROJECT, for review and comment. MDOT SHA shall have final authority for approval.
3. In the event MDOT SHA desires to revise the PROJECT plans subsequent to final plan approval, but prior to initiation of construction activities, MDOT SHA shall provide the TOWN with written notification of said revisions including estimated costs.

B. TOWN Responsibility

The TOWN shall provide MDOT SHA with written review comments of all data or material provided by MDOT SHA for review within fifteen (15) working days following the TOWN's receipt thereof.

III. PROJECT RIGHT-OF-WAY PHASE

A. MDOT SHA Responsibility

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

B. TOWN Responsibility

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

IV. PROJECT CONSTRUCTION PHASE

A. MDOT SHA Responsibility

1. MDOT SHA shall (i) redline the FR3505184 contract documents to include the PROJECT, (ii) issue a directed change to FR3505184 contract, (iii) administer the construction contract, (iv) construct the PROJECT as shown on the final PROJECT plans, and (v) provide Construction

Engineering Services (e.g., construction inspection and material testing / certification) for the PROJECT.

2 In the event that revisions to the PROJECT are required in MDOT SHA's sole judgment due to conditions encountered during construction, said revisions shall be promptly made by MDOT SHA without prior concurrence or approval by the TOWN in order to minimize or eliminate possible delay claims by MDOT SHA's construction contractor. The approval of the TOWN for revisions to the PROJECT will be requested but is not required.

3. MDOT SHA shall provide the TOWN with a copy of the price negotiated with its contractor, which shall identify the Neat Cost for construction associated with the PROJECT.

4. MDOT SHA shall obtain all permits necessary to construct the PROJECT.

5. MDOT SHA shall maintain the DRAIN PIPE REPLACEMENT once the PROJECT is complete and accepted by both parties.

B. TOWN Responsibility

In the event the TOWN desires to make revisions to the PROJECT during construction, it shall promptly submit a request in writing to MDOT SHA for MDOT SHA approval and shall include the requested revisions and their estimated costs. MDOT SHA may include such revisions in the PROJECT plans, provided that those revisions comply with MDOT SHA's policies, procurement and specifications; however, MDOT SHA shall retain sole authority to determine such compliance. The TOWN agrees that any additional costs incurred by MDOT SHA to implement the revisions requested by the TOWN shall be the sole responsibility of the TOWN.

V. PROJECT DESIGN PHASE FUNDING

A. MDOT SHA Responsibility

1. MDOT SHA shall fund thirty percent (30%) of all costs associated with the design and permitting of the PROJECT.

2. MDOT SHA shall provide an invoice to the TOWN, on a periodic basis, for seventy percent (70%) of all costs incurred by MDOT SHA for design of the PROJECT. Invoices shall include MDOT SHA's normal documentation to evidence all actual costs.

3. In the event MDOT SHA does not receive payment of an invoice or notices of disputes within thirty (30) days following TOWN's receipt of an invoice, MDOT SHA will notify the TOWN of the overdue amount and provide the TOWN the opportunity to pay such overdue amount within thirty (30) days following such notification. If payment has not been received within thirty (30) days, MDOT SHA will notify the TOWN in

writing that MDOT SHA will proceed to deduct such amount from the TOWN's share of Highway User Revenue equal to the overdue invoice amount.

B. TOWN Responsibility

1. The TOWN shall within thirty (30) days of receipt of each periodic invoice from MDOT SHA, reimburse MDOT SHA for seventy percent (70%) all cost incurred by MDOT SHA for design of the PROJECT. The TOWN's seventy percent (70%) share of the cost to construct the PROJECT is estimated to be Thirteen Thousand Five Hundred Ninety Two ($13,592) including MDOT SHA salaries, payroll burden and overhead and other direct costs such as consultant services and materials. The TOWN shall be responsible for the actual costs to design and permit the PROJECT.

2. In the event the TOWN does not reimburse MDOT SHA as required herein, MDOT SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to seventy percent (70%) of MDOT SHA's cost to design the PROJECT, including MDOT SHA's direct salaries, payroll burden and other direct costs such as consultant services and materials.

3. The TOWN shall be responsible for all costs incurred by the TOWN in the review of the PROJECT documents.

4. The TOWN shall be responsible for all costs associated with providing information requested by MDOT SHA for the design of the PROJECT.

VI. RIGHT-OF-WAY PHASE FUNDING

A. MDOT SHA Responsibility

MDOT SHA shall bear costs associated with the acquisition of property interests required to construct the PROJECT that are outside of the TOWN limits.

B. TOWN Responsibility

1. The TOWN shall be responsible for all costs incurred by the TOWN in granting MDOT SHA a right-of-entry onto all TOWN owned and TOWN controlled right-of-way needed for the PROJECT.

2. The TOWN shall be responsible for all costs incurred by the TOWN in assigning rights to MDOT SHA, its contractors, subcontractor, agents, and employees to all property interests acquired or owned by the TOWN that is needed for the construction of the PROJECT.

VII. PROJECT CONSTRUCTION PHASE FUNDING

A. MDOT SHA Responsibility

1. MDOT SHA has negotiated with the FR3505184 contractor a price for the PROJECT. MDOT SHA shall; (i) issue a directed change to FR3505184 contract and administer the construction contract, (ii) construct the PROJECT as shown on the final PROJECT plans, and (iii) provide Construction Engineering Services (construction inspection, material, testing/certification) for the PROJECT.

2. MDOT SHA shall fund thirty percent (30%) of all costs associated with the construction of the PROJECT including MDOT SHA direct salaries, payroll burden and overhead for Construction Engineering Services.

3. MDOT SHA shall provide an invoice to the TOWN, on a periodic basis, for seventy percent (70%) of all costs incurred by MDOT SHA for construction of the PROJECT. Invoices shall include MDOT SHA's normal documentation to evidence all actual costs.

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

B. TOWN Responsibility

1. The TOWN shall be responsible for seventy percent (70%) of all costs incurred by MDOT SHA for construction of the PROJECT.

2. The TOWN shall within thirty (30) days of receipt of each periodic invoice from MDOT SHA, reimburse MDOT SHA for seventy percent (70%) all cost incurred by MDOT SHA for construction of the PROJECT. The TOWN's seventy percent (70%) share of the cost to construct the PROJECT is estimated to be Fifty Two Thousand Three Hundred Sixty Dollars ($52,360) including MDOT SHA salaries, payroll burden and overhead for Construction Engineering Services. The TOWN shall be responsible for the actual cost to construct the PROJECT.

3. In the event the TOWN does not reimburse MDOT SHA as required herein, MDOT SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to seventy percent (70%) of MDOT SHA's cost to construct the PROJECT, including MDOT SHA's direct salaries, payroll burden and overhead for Construction Engineering Services.

VIII. GENERAL

A. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.

B. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland Law.

C. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.

D. The parties hereby agree and affirm that the persons executing this MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of the MOU shall lie on the grounds that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.

E. All parties to this MOU shall comply with the requirements of **APPENDIX** A (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.

F. All notices and/or invoices, if to the TOWN, shall be addressed to:

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

If to MDOT SHA:

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

With a copy to:

MDOT SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
Mail Stop C-405
707 N. Calvert Street

Baltimore MD 21202
Phone: 410-545-4300
Fax: 410-209-5025
E-mail: SHAAgreementsTeam@sha.state.md.us

The remainder of this page was intentionally left blank

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

MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION

WITNESS:

_____

BY: _____ (SEAL)
Jason A. Ridgway, P.E.
Deputy Administrator/Chief Engineer for Planning, Engineering, Real Estate and Environment

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

_____
Tim Smith, P.E.
Deputy Administrator/Chief Engineer for Operations

_____
William J. Bertrand
Director
Office of Finance

BURGESS AND COMMISSIONERS
OF MIDDLETOWN
FREDERICK COUNTY, MARYLAND

WITNESS/ATTEST:

_____

BY:_____(SEAL)
John D. Miller
Burgess

_____
Date

COMMISSIONERS:

_____
Larry K. Bussard

_____
Richard L. Dietrick

_____
Jennifer J. Falcinelli

_____
Christopher I. Goodman

_____
Anthony M. Ventre

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

BY:_____

Town Attorney

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

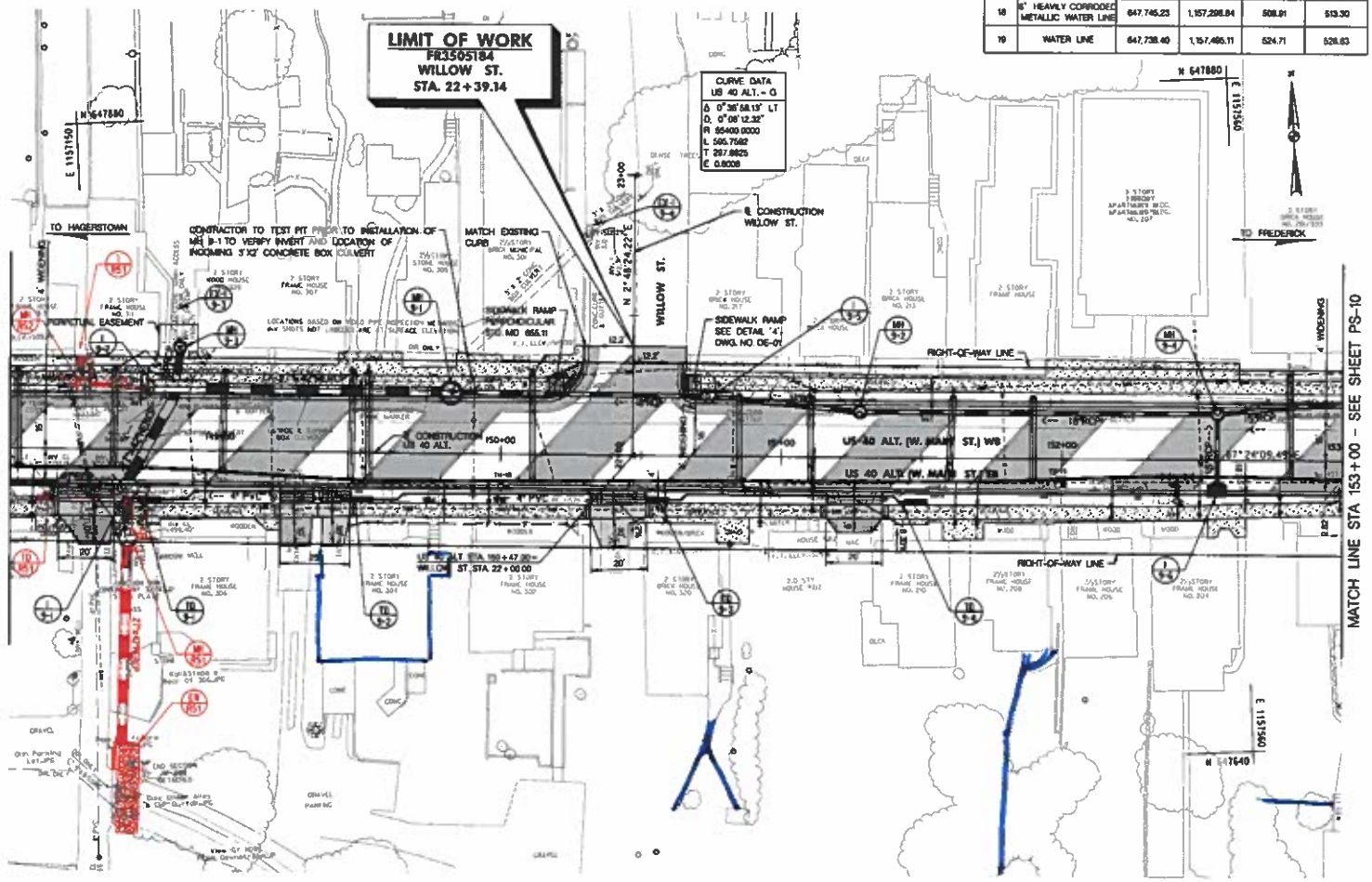
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).



TEST HOLE DATA					
NO	UTILITY	NORTHING	EASTING	TOP UTILITY ELEVATION	SURFACE ELEVATION
18	6" HEAVILY CORRODED METALLIC WATER LINE	647,745.23	1,157,208.84	508.91	513.30
19	WATER LINE	647,738.40	1,157,495.11	524.71	528.63

QUANTITY NOTES

GRINDING HOT MIX ASPHALT PAVEMENT 0 INCH TO 2 INCH	
1454 SY	US 40 ALT - STA. 148+25 TO STA. 153+00

STANDARD TYPE A COMBINATION CURB AND GUTTER 12 INCH GUTTER PAN 10 INCH DEPTH (STD. MD-620.02)	
475 LF	US 40 ALT - STA. 148+25 RT TO STA. 153+00 RT

STANDARD TYPE D COMBINATION CURB AND GUTTER 12 INCH GUTTER PAN 10 INCH DEPTH (STD. MD-620.02-01)	
298 LF	US 40 ALT - STA. 148+25 LT TO STA. 150+31 LT
247 LF	US 40 ALT - STA. 150+63 LT TO STA. 153+00 LT

STANDARD TYPE D CURB 8 INCH X 16 INCH (STD. MD-620.02-01)	
6 LF	US 40 ALT - STA. 150+64 LT TO STA. 150+71 LT

5 INCH CONCRETE SIDEWALK	
2545 SF	US 40 ALT - STA. 148+25 RT TO STA. 153+00 RT
2034 SF	US 40 ALT - STA. 148+25 LT TO STA. 150+29 LT
1803 SF	US 40 ALT - STA. 150+63 LT TO STA. 153+00 LT

DETECTABLE WARNING SURFACE FOR CURB RAMPS (STD. MD-655.40)	
11 SF	US 40 ALT - STA. 150+24 LT
40 SF	US 40 ALT - STA. 150+67 LT

MIX 2 CONCRETE FOR MISCELLANEOUS STRUCTURES	
7 CY	US 40 ALT-STA. 148+25.12 RT TO STA. 148+64.13 RT(2' RCP CAP)
9 CY	US 40 ALT-STA. 148+68.10 RT TO STA. 148+84.22 LT(27"X42" HERCP CAP)
21 CY	US 40 ALT-STA. 148+95.23 LT TO STA. 149+75.22 LT(27"X42" HERCP CAP)

SCALE 1" = 20'

ROADWAY LEGEND

- PROFILE MODIFICATION (SEE GT-01 FOR DETAIL)
- BASE WIDENING/DRIVEWAY ENTRANCE - ASPHALT (SEE GT-01/02 FOR DETAILS)
- GRINDING & RESURFACING (SEE GT-01 FOR DETAIL)
- DRIVEWAY ENTRANCE PORTLAND CEMENT CONCRETE (SEE GT-02 FOR DETAIL)
- EXISTING SIDEWALK/PAVEMENT REMOVAL
- CONCRETE SIDEWALK
- DETECTABLE WARNING SURFACE (STD. MD 655.40)

R /W PLAT NUMBER

CROSS REFERENCE

ITEM	SHEET NOS.
TYPICAL SECTIONS	4-9
PAVEMENT DETAILS SHEET	9-10
GEOMETRY SHEETS	13-17
INTERSECTION DETAIL SHEETS	18-36
ROADWAY PLAN SHEETS	37-69
ROADWAY PROFILE SHEETS	69-72
MAINTENANCE OF TRAFFIC PLANS	73-75
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EROSION AND SEDIMENT CONTROL PLANS	110-148
LANDSCAPE ARCHITECTURE SHEETS	149-174
SIGNING AND PAVEMENT MARKING PLANS	175-225

REVISIONS

Gannett Fleming
KCI TECHNOLOGIES
In Joint Venture

BY: dsantelufemio

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
COMMUNITY DESIGN DIVISION

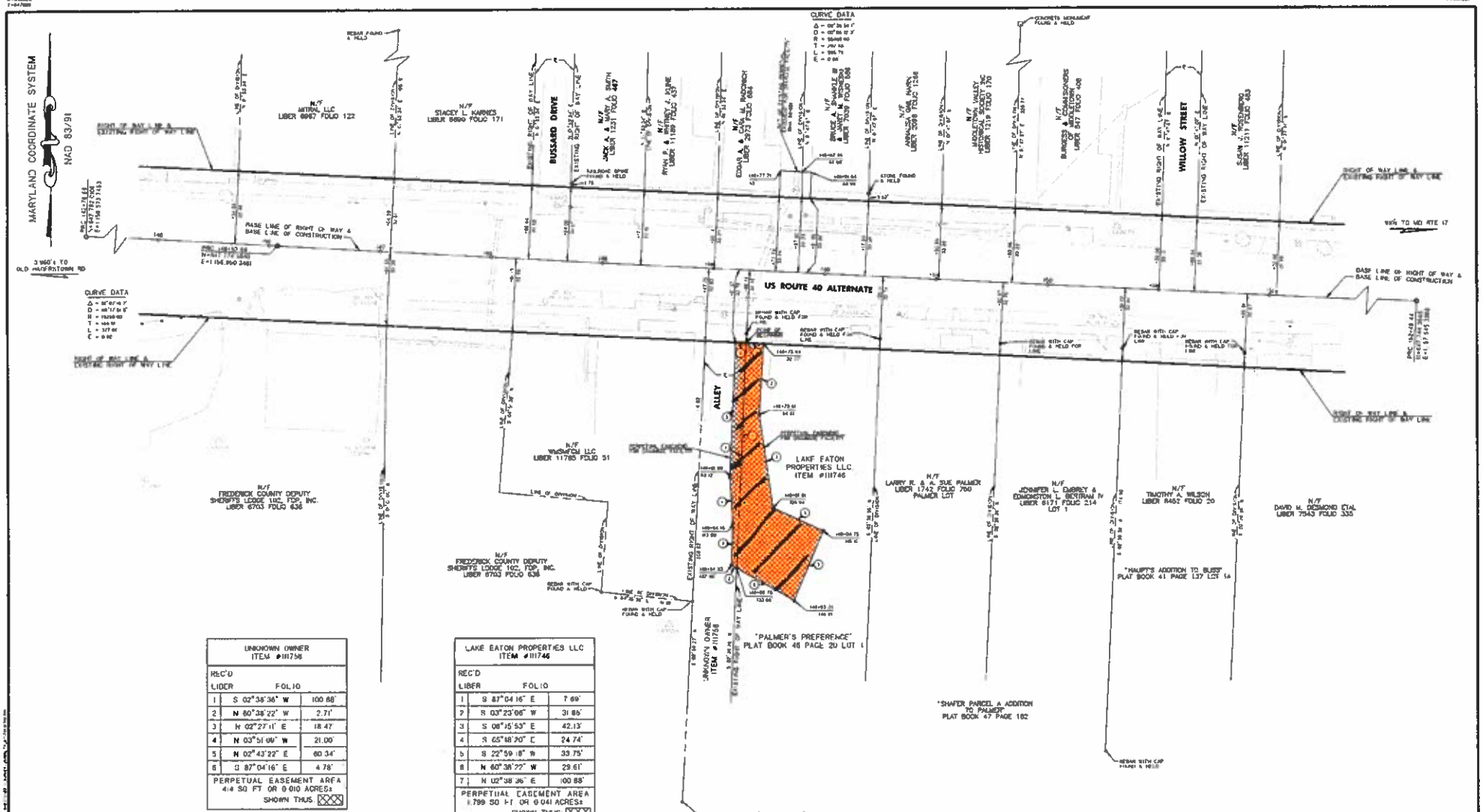
US 40 ALT. (MAIN STREET)
IVY HILL DRIVE TO MIDDLETOWN PARKWAY
URBAN RECONSTRUCTION

ROADWAY PLAN SHEET

SCALE 1" = 20' ADVERTISED DATE 09/23/2016 CONTRACT NO. FR3505184

DESIGNED BY TCW COUNTY FREDERICK
DRAWN BY TCW LOGMILE
CHECKED BY BDP
MDE / PRO 13-SF-0264

DRAWING NO. PS - 09 OF 26 SHEET NO. 45 OF 247



UNKNOWN OWNER ITEM #111758		
REC'D LIBER	FOLIO	
1	S 02°38'36" W	100.88'
2	N 80°38'22" W	2.71'
3	N 02°27'11" E	18.47'
4	N 03°51'09" W	21.00'
5	N 02°43'22" E	60.34'
6	S 87°04'16" E	4.78'
PERPETUAL EASEMENT AREA 414 SQ FT OR 0.010 ACRES± SHOWN THUS:		

LAKE EATON PROPERTIES LLC ITEM #111746		
REC'D LIBER	FOLIO	
1	S 87°04'16" E	7.69'
2	S 03°23'06" W	31.85'
3	S 08°15'53" E	42.13'
4	S 65°18'20" E	24.74'
5	S 22°59'18" W	33.75'
6	N 80°38'22" W	29.61'
7	N 02°38'36" E	100.88'
PERPETUAL EASEMENT AREA 1,799 SQ FT OR 0.041 ACRES± SHOWN THUS:		

COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE SYSTEM OF COORDINATES ESTABLISHED BY THE MARYLAND COORDINATE SYSTEM MONUMENTS AND ARE BASED ON THE FOLLOWING STATE GEODETIC ADMINISTRATION, PLATS & SURVEYS DIVISION CONTROL STATIONS

DESIGNATION	NORTH	EAST	BOOK/PAGE	FOUND OR ACCEPTED ON SPIKE
40 A	[illegible]	[illegible]	[illegible]	REBAR & CAP
40 A2	[illegible]	[illegible]	[illegible]	REBAR & CAP

THE RIGHT OF WAY LINES AND LINES OF DIVISION SHOWN HEREON ARE AN INTERPRETATION OF (i) DEEDS AND PLATS OF RECORD, (ii) STATE HIGHWAY ADMINISTRATION PLATS, AND (iii) FIELD SURVEYS. THE UNDERSIGNED WAS IN RESPONSIBLE CHARGE OF THE PREPARATION OF THIS PLAT AND THE SURVEYING WORK REFLECTED IN IT. THIS PLAT WAS DEVELOPED IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR REGULATION 09.13.06.

PAUL S. EWELL
PROFESSIONAL LAND SURVEYOR — MD REG. NO. 21115 — EXP. DATE 1/18/2020
DATE 6-21-19

STATE OF MARYLAND — PAUL S. EWELL — No. 21115 — PROFESSIONAL LAND SURVEYOR

LEGEND
- REVERSIBLE EASEMENT FOR SURVEYING PURPOSES
- TEMPORARY CONSTRUCTION EASEMENT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT
- PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED ON THIS PLAT
- PERPETUAL EASEMENT FOR DRAINAGE AREAS BY AN INCLINED BY NOTATION ON THIS PLAT
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO AN EXISTING WATERWAY OR NATURAL DRAINAGE COURSE
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON OR OVER THE GROUND

20' 0 20' 40
SCALE: 1" = 20'

SENT TO RECORD OFFICE _____ 20__
APPROVED BY STATE ROADS COMMISSION CHAIRMAN _____ 20__

BOOKS	REVISIONS	PART OF PLATS
25246 MAS 25246 MAS 6001 LAND JOHNS TRAV		[illegible]

LOCATED IN FREDERICK COUNTY
PREPARED BY STV INCORPORATED
ADDRESS 7125 AMBASSADOR ROAD, BALTIMORE, MD. 21244
CONSTRUCTION PROJECT MIDDLETOWN STREETSCAPE US 40 ALT (MAIN STREET) - IVY HILL DRIVE TO MIDDLETOWN PARKWAY URBAN RECONSTRUCTION
CONSTRUCTION PROJECT NO. FR350516A

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: US 40 ALT FROM 200 FEET WEST OF IVY HILL DRIVE TO 400 FEET EAST OF MIDDLETOWN PARKWAY
RIGHT OF WAY PROJECT NO. FR350
FEDERAL AID PROJECT NO.
ISSUED June 22, 2018 — Barry C. Smith — CHIEF, PLATS & SURVEYS DIVISION
SCALE: 1" = 20'
PLAT No. 61167

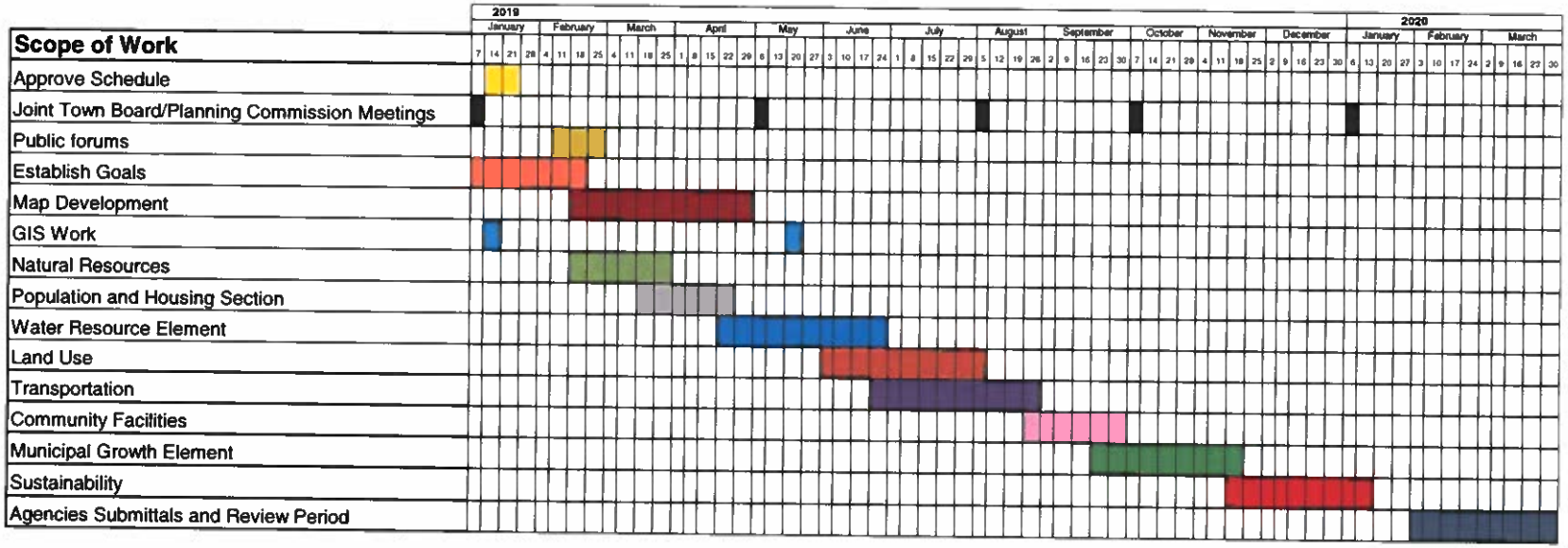
DRAWN BY DL DIRECTORY S:\LAND PLAT Plats\2015\H-3082\ph3082-6.dgn
LOADED BY DL CHECKED BY PSE DIRECTORY S:\LAND PLAT Plats\2015\H-3082\US40alt.cfg

Middletown

Burgess and Commissioners of
Middletown, Maryland

2020 Comprehensive Plan Update Time Line

*Adoption of Plan by April 2020



MEMORANDUM

Date: 11/26/2018

To: Burgess and Commissioners, Middletown

From: Cynthia K. Unangst, Middletown Staff Planner

RE: Blighted Property Ordinance recommendation

The Middletown Planning Commission on November 19, 2018 reviewed proposed Blight Ordinance language which would provide a purpose section, scope, definition, duty of owner or occupant, designated enforcement officer, inspection and remediation, complaints and enforcement, penalties for offenses, remediation incentives, and hardship waivers sections for blight regulation provisions. By consensus the Planning Commission recommends approval of the proposed text amendment language. The draft will need to be sent to the Town Attorney to be put into ordinance form and a public hearing will need to be scheduled. As seen in the proposed draft language, the Planning Commission is recommending that the blight ordinance be located in Title 8 – Health and Safety of the Municipal Code.

Key components of the ordinance:

- The ordinance would apply to buildings or structures, and not the property in general.
- The blighted structure would need to be repaired within a reasonable time frame, not to be less than thirty days from the date of the notice given.
- Penalties are the same as for other code violations - $100 for each day a violation exists and continues.
- Fines can be waived for prospective purchasers of a blighted structure.
- The B&C can grant a property owner additional time to correct a violation where the owner establishes good cause and a written plan of action.

The language included in the draft ordinance came from the following sources:

Purpose section – draft demolition by neglect ordinance written for Middletown in 2006

Scope, duty of owner, designated enforcement officer, and penalties for offenses sections – Woodbridge, CT

Definition section – Mount Airy, MD

Entry, inspection and remediation and hardship waivers sections – Coventry, CT

Remediation incentives section – Danbury, CT

Complaints and enforcement section – Chapter 12.04.040 Sidewalk maintenance and repair

Title 8 – HEALTH AND SAFETY

Chapter 8.24 - Blight Ordinance

Purpose – The Burgess and Commissioners find that it would be in the best interests of the Town of Middletown, in order to protect the public health, safety and welfare of residents and property, and to preserve property values, to adopt an ordinance to enforce regulations for the prevention and remediation of blighted structures within the Town.

Scope –Applies to any building or structure, or part thereof. Excludes blighted structures for which a site plan or zoning certificate application for improvements to the premises is pending for 90 days from date of application submittal.

Definition – Blighted Structure is any dwelling, garage, or outbuilding, or any shop, store, office building, warehouse, or any other structure or part of a structure, to include private driveways and parking lots thereto, which:

A. Because of fire, wind, other natural disaster, vandalism or physical deterioration is no longer habitable as a dwelling, is no longer useful for the purpose for which it was originally intended, or, as respects private driveways and parking lots, has been allowed to deteriorate to the point where deep and numerous potholes, cracks and voids in paving have developed which pose a risk of injury or of property damage and to the point that commercial business operating in such structures or on surrounding properties has been or is likely to be adversely affected; or
B. Is partially completed and which is not presently being constructed under an existing, valid building permit issued by or under the authority of the Town of Middletown; or
C. Is not structurally sound, weathertight, waterproof or vermin proof; or
D. Is not covered by water-resistant paint or other permanent waterproof covering so as to protect said structure from the adverse effects of the elements or from physical deterioration; or
E. Contains one of more exterior openings for a period of 60 days or more not covered by a functional door or unbroken glazed window or which is not in the case of a vacant building neatly boarded up and protected against the elements and from vandals and rodents and other animals.

Duty of Owner or Occupant – No owner, agent, tenant or person in control of real property (hereinafter collectively and/or singularly referred to as the "owner") located in the Town of Middletown shall allow, maintain or cause to be maintained any blighted structures.

Designated enforcement officer – The Zoning Administrator or Town Administer and/or other individuals designated by the Burgess and Commissioners are charged with enforcement of this chapter. Such designated enforcement officer is hereby authorized to take such enforcement actions as are specified in this chapter.

Entry, inspection and remediation – If the designated enforcement officer reasonably believes that blight exists on a property, he or she is authorized to enter the property during reasonable hours for the purpose of inspection and remediation of any blighted condition, provided such person shall not be authorized to enter any dwelling or structure on the property.

Complaints and enforcement - Upon determining that a blighted structure exists, the designated enforcement officer shall provide notice of such hazardous condition to the owner of the property. The notice shall identify the location and nature of the blighted condition, shall advise the owner of the requirement to repair the blighted structure so as to abate the condition, and shall order the owner to abate the condition within a reasonable time, not to be less than thirty (30) days from the date of the notice and order. The notice and order shall also advise the owner of the right to request an appearance before the burgess and commissioners to contest the order of abatement.

The notice and order shall be given by certified or registered mail addressed to the last known address of the owner of the property. If the owner of the property is unknown or the owner's whereabouts cannot be determined after reasonable efforts, then the notice and order may be given by posting the notice and order on the property in a conspicuous location. Notice to any one owner of the property shall be adequate and shall be considered notice to all owners of the property.

Upon receiving a notice and order to correct the blighted condition, the owner may request an opportunity to appear before the burgess and commissioners and be heard regarding the order and necessity to abate the condition. Such request must be presented to the town administrator no later than ten (10) days from the date of the notice. The burgess and commissioners, after any such appearance, may affirm or modify the order to abate the condition.

If the property owner fails to timely request an appearance before the burgess and commissioners and fails to abate the blighted condition within the time period stated in the notice and order, or if the property owner fails to abate the blighted condition within the time period established by the burgess and commissioners after the appearance by the owner, then the town may make the required repairs as necessary, and the owner(s) of the property shall be jointly and severally liable for the cost of doing so. The cost of the repair shall constitute a lien on the property and may be collected in the same manner as taxes on the property.

Penalties for offenses – Violations of the provisions of this chapter shall be punishable by a fine of $100 for each day a violation exists and continues.

Remediation incentives – As an incentive toward the full remediation of a structure designated as blighted, a purchaser or a prospective purchaser of such blighted structure may make application to the Town of Middletown for a waiver of fines and release of lien imposed in accordance with the provisions of this section. Said application shall specify the time frame of the sale and the proposed remediation. The applicant, once approved for this waiver, shall agree to execute an agreement which shall specify the time frame for remediation (which remediation shall occur within six (6) months of closing of title), the specific improvements to be made, and that the

applicant understands that such waiver or release shall only occur upon full remediation and approval of same by the Zoning Administrator or Town Administrator.

Hardship waivers – Special consideration may be given to those who require it in order to correct a violation of this article. Specifically, the burgess and commissioners may grant a property owner additional time to correct a violation where the owner establishes good cause and a written plan of action to resolve the problem. As used in this section, "good cause" includes, but is not limited to, a disabled individual or other individual who is unable to personally correct a problem due to a medical condition, or an individual who earns a low income and is unable to correct a problem due to financial hardship. In determining whether good cause exists, the burgess and commissioners shall consider whether other occupants of a property are able to assist in correcting the problem in a timely fashion and whether the severity of the problem is such that additional time is not warranted.

DRAFT

Burgess and Commissioners of Middletown, Maryland

Town Personnel Policy
Employee Handbook

Approved by the Burgess and Commissioners
March 23, 2015
Revised _____, 2019

Town Personnel Policy
Employee Handbook

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I. Introduction

The Town of Middletown (Town) is committed to fair, clearly stated and supportive relationships between the organization and its staff. The personnel policies of the Town have been established in order to provide a guide to the personnel practices of the Town and to ensure consistency of personnel decisions. It is the intention of the Town to administer the personnel programs in a manner which complies with the letter and spirit of all applicable federal, state and local regulations. This document is designed to provide guidance to staff at the Town. It is not a part of any contract between the Town and its employees. It is only a set of informal guidelines for personnel practices. Notwithstanding the provisions of the personnel policies, all employees are ***"at will employees"*** which means that they may be terminated at any time with or without cause without subjecting the Town to a claim for breach of an employment contract.

II. Equal Opportunity

The policy and intent of the Town is to provide equal employment opportunity for all persons regardless of race, color, religion, national origin, marital status, political affiliation, status with regard to public assistance, disability, sex, or age.

The Town intends to respond affirmatively in its employment practices. Affirmative action applies to all aspects of employment practices including, but not limited to, recruiting, hiring, placement, promotion, demotion, transfer, training, compensation, benefits, layoff, recall, and termination. The Town seeks to do business with organizations that encourage equal employment opportunity.

III. Full – Time Employees

Full – Time employees are defined as those employees working 40 hours / week. Full – Time employees are eligible for benefits from the Town including health insurance, life insurance, and enrollment in the Town retirement program through the Maryland State Retirement and Pension System.

IV. Part – Time Employees

Part – Time employees are defined as those employees working less than the regular 40 hour / week on a regular basis. Part – Time employees are eligible for benefits from the Town only after 25 years of continuous full- time employment with the Town. Part – Time employees are eligible for retirement benefits if they work more than 500 hours in a year. No other benefits are provided for Part – Time employees.

V. Seasonal Employees

Seasonal employees are defined as those employees working 40 hours / week, but no more than 500 hours in a year and no more than three (3) consecutive months in a row. No benefits are provided for Seasonal employees.

VI. Work Schedule

Administrative Staff

Full-time employees are paid based on a 40 hour work week including ½ hour for lunch per work day. Regular work hours are established as 8:00AM – 4:00PM, Monday – Friday. Employees other than receptionists may vary their work hours with approval from the Town Administrator. Certain positions are considered Fair Labor Standards Act (FLSA) exempt. Those positions are listed as: Town Administrator, Director of Public Works, Assistant Director of Public Works **and Project Manager**.

Some administrative staff is required to attend evening meetings held by the Town Board and/or Commission(s) and/or Committee(s). Compensation for these additional hours of work is covered in the Compensation Section of this policy.

Maintenance Staff

Full-time employees are paid based on a 40 hour work week including ½ hour for lunch per work day. Regular work hours are established as 7:00AM – 3:00PM, Monday – Friday. In the event of extreme heat during the summer, the Director of Public Works and/or the Town Administrator may authorize a change in starting time to avoid heat related health issues. Maintenance staff and the Water & Sewer Department are required to work weekends and holidays in order to maintain the treatment facilities of the Town. Compensation for these additional hours of work is covered in the Compensation Section of this policy.

Holiday Schedule

The TOWN observes the following holiday(s):

1. New Year's Day
2. **Martin Luther King Day - ADDED**
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. **Veteran's Day - ADDED**
8. Thanksgiving Day
9. Day After Thanksgiving
10. **Christmas Eve – change from half day to all day**
11. Christmas Day
12. Employee's Birthday

If the holiday falls on a Saturday, the preceding Friday is the observed holiday; if it falls on a Sunday, the following Monday is the observed holiday. Holiday time is classified as administrative leave. Administrative leave is defined as hours paid by employer for leave that is not deducted from an employee's vacation or sick time.

With regard to the Water & Sewer Department, the next succeeding weekday following the observed holiday is designated as the holiday time off.

Emergency Closings

In cases of severe weather or other unusual work conditions, i.e. no heat or air conditioning or no running water, the Burgess may grant administrative leave and/or issue an early dismissal to employees at the workplace. This includes both full-time and part-time employees.

Emergency Work

In response to emergency situations such as: waterline breaks, sewer clogs, snow storm events, etc., some employees, as identified by the Town Administrator, Director of Public Works and/or the Assistant Director of Public Works, will be required to work to resolve the emergency. Compensation for these additional hours of work is covered in the Compensation Section of this policy.

VII. Compensation

There are **four (4)** FLSA exempt staff positions in the Town. They are the Town Administrator, the Director of Public Works, the Assistant Director of Public Works **and the Project Manager**. All other non-exempt positions in the Town are hourly.

Overtime will be paid at a rate of 1.5 times the employee's normal hourly rate. Overtime will be paid for all hours worked in excess of 40 hours worked per week. Vacation, sick, holiday, jury duty, voting, administrative leave or bereavement leave are not hours physically worked and cannot be used to determine hours worked in excess of 40 hours per week. In addition, any hours worked outside the normal work week will be paid at an overtime rate. Weekend work will be paid at overtime rates if in excess of the 40 hours. (Overtime pay does not apply to FLSA exempt staff positions.)

Pay Period

Wages are disbursed bi-weekly on Friday's. The pay period is from Thursday – Wednesday. Employees are only offered the option of direct deposit. There are 26 pay's per year. If a pay day falls on a holiday, paychecks will be made available the day before. If there are extenuating circumstances, pay might be made available early with the approval of the Town Administrator and the Burgess & Commissioners.

Time Sheets

Employees are responsible for computing and maintaining a bi-weekly time sheet. Time sheets are to be submitted to the office no later than Thursday morning by 9:00am before the bi-weekly payroll. Time sheets must be signed by the employee. Any reimbursement, such as mileage, safety clothing, or other Town related expenses must be included with the time sheet and include a copy of an invoice.

Compensatory Time

Compensatory time off is time off with pay in lieu of overtime pay for irregular or occasional overtime work. Non-Exempt employees must be compensated for every hour worked. Every hour physically worked over 40 hours, in a work week, must be compensated at one and one half times their normal rate of pay as approved by the Town Administrator.

On-Call Policy – ADDED this policy to Handbook

The following sections are required to participate in the rotational on-call program:

-Water & Sewer
-Streets & Utilities
-Facilities Superintendent

The Director of Public Works and the Assistant Director of Public Works will not be scheduled in the rotation, but will assist during after hour emergencies if they deem it necessary.

After normal work hours and on weekends, the Town of Middletown shall maintain a weekly rotating on-call program to respond to after-hour emergencies. Staffing for the weekly rotating on-call program will consist of two (2) employees; one (1) from Water & Sewer and one (1) from Street & Utilities (The Facilities Superintendent is included in this group's rotation.). They will respond to any after-hour emergencies for one week. The on-call rotation week begins Monday at 7AM and continues until 6:59 AM the following Monday.

All after-hour emergencies are received through an answering service; All-Ways Communication. All-Ways Communication will then call the appropriate on-call employee; depending on the nature of the emergency. The Director of Public Works and the Assistant Director of Public Works will be notified of each after hour emergency via text. Water and sewer emergency calls will go to the Water and Sewer employee and other emergencies will go to the Streets and Utilities employee as determined by All-Ways Communication staffing. After receiving the emergency notification, on-call employees will address and rectify the emergency. Additional section staff can be contacted to help mitigate the emergency if necessary.

On-Call Response and Employee Behavior

On-call Employees must be at the emergency location within 90 minutes of receiving the initial phone call. The on-call employee must be prepared to drive town equipment, operate equipment, and perform public relations as needed for each emergency. On-call employees must abstain from alcohol use while on call. Failure to respond and comply with these stipulations can result in disciplinary action.

On-Call Scheduling

The weekly on-call schedule is determined at the beginning of the year. This allows on-call employees to schedule leave and other appointments as needed without conflict. Every effort will be made to insure the same employee is not on-call the same holiday on consecutive years.

On-call employees can exchange scheduled dates with other employees within their section as long as the Director of Public Works, the Assistant Director of Public Works and All-Ways Communication are notified of such changes in advance. Currently, Water & Sewer staff will be in rotation every 3 weeks, while Streets and Utilities staff (to include the Facilities Superintendent) will be in rotation every 4 weeks.

Compensation for On-Call Employees

On-Call employees will be permitted to drive a Town vehicle to their residence to use for after hours emergency call response. If the Employee chooses not to drive the Town vehicle they will be compensated at the rate of the current Federal Mileage rate x the round trip distance (in miles) from their

residence to the Town garage and back). Employees will be compensated for their time on-call at a rate of $2.50/hour. In the event that an employee may be called in, they will be compensated at their over-time rate. The on-call compensation rate will be reviewed yearly by the Burgess and Commissioners during budget preparations. (On-Call Program Policy Approved by the Burgess & Commissioners August 25, 2014).

Performance Evaluations

Every employee will receive a performance evaluation yearly. Performance evaluations will be conducted beginning in May of each year. Maintenance staff will have their performance evaluations conducted by the Superintendents of Water/Wastewater and Streets/Utilities. The Superintendents will have their performance evaluations conducted by the Director of Public Works and the Assistant Director of Public Works. Administrative staff will have their performance evaluations conducted by the Town Administrator. The Town Administrator will have a performance evaluation conducted by the Burgess.

VIII. Telecommuting

Employees may be able to telecommute if it would benefit both the employee and the employer. Telecommuting is the practice of working at home or at a place closer to home instead of physically traveling to a central workplace. If an employee thinks that telecommuting would improve their ability to get their job done, an initial written request should be submitted to the Town Administrator. Once it has been determined by the Town Administrator that an employee is able to telecommute when necessary or as needed, that employee can send an e-mail request or request by phone instead of needing a written request.

The initial request should explain how telecommuting would be beneficial for the employee and the Town. The request should explain how the employee would be accountable and responsible, what equipment is necessary, and how communication barriers would be overcome.

In deciding if telecommuting will be permitted, the Town Administrator will look at factors such as position and job duties, performance history, related work skills, and the impact on the organization. In addition, compensation, benefits, work status, work responsibilities, and the amount of time expected to work each day or each pay period will stay the same as before starting telecommuting (unless changes are agreed upon in writing).

If telecommuting is to done on a regular basis as opposed to an as needed basis, the employee and the Town Administrator must agree upon the schedule and document it in writing. An employee cannot change his/her schedule until the Town Administrator approves the change.

Telecommuting is an alternative method for meeting the business needs of the Town of Middletown. It is not a universal employee benefit. The Town has the right to refuse to make telecommuting available to an employee. The Town also may terminate an existing telecommuting arrangement at any time.

IX. Dress Code

All Maintenance Staff are required to wear Town uniforms. The uniforms will be supplied by the Town and include laundry services. Included will be summer and winter uniforms. T-shirts will be offered to employees, but laundry service for t-shirts will be the responsibility of the employee. The Town will pay $120.00 toward the purchase of one (1) new pair of boots and $50.00 toward the purchase of one (1) set of coveralls each year.

All Administrative Staff are expected to wear appropriate business attire, unless specific duties for that day require other clothing.

X. Probationary Period

A new employee serves a probationary period of 180 days during which performance, progress, and attitude are closely observed. An employee may be terminated at any time during the probationary period. At the end of this probationary period, a formal appraisal is completed and the employee can be removed from probationary status.

XI. Resignation

An employee choosing to resign employment with the Town is asked to give at least two (2) weeks notice prior to the intended date of departure. All Town property, such as keys, uniforms, cellular phones, etc. must be turned into the Town prior to receiving the last pay. Any items that are not turned in will have the cost of the replacement deducted from the last pay.

At the time of the effective date of the resignation, the employee shall be able to use any accrued annual leave or the employee shall be paid for all unused accrued annual leave. If the employee has used all annual leave due prior to resignation, all hours used in excess of those earned shall be deducted from the employee's final paycheck at the rate of salary paid at the time of resignation. No employee shall be compensated for any unused sick leave at the time of resignation.

XII. Leave

Annual

Annual leave is accrued in accordance with the following time in service and based on **80** hours of straight-time pay and is accounted for on a calendar year:

Years of Service	Hours **Accrued Bi-Weekly**
1 through completion of Year 3	**3.08**
4 through completion of Year 14	**4.62**
15 and Up	**6.16….changed these to reflect what's earned bi-weekly**

For full-time employees, hours accrued per calendar year translate to 2 weeks for 3 years of service or less; 3 weeks for more than 3 years but less than 15 years of service; 4 weeks for 15 years of service or more. Although accrual of annual leave begins when an employee enters on duty, annual leave may be used only after the employee is no longer on probationary status.

Part-time employees and intermittent and/or temporary employees do not earn annual leave.

Employees may carry over 80 hours of annual leave at the end of each year, i.e. December 31st. Employees are allowed to cash out an additional 40 hours beyond the 80 hours that is allowed for carry over each year. Example: If on December 31st the employee has 130 hours of annual leave accumulated, 80 hours would carry over to the next year, 40 hours would be paid out to the employee, and 10 hours would be lost.

Employees are required to notify their direct supervisor of request for use of annual leave.

Family and Medical Leave Act (FMLA)

In addition to other types of leave mentioned in this chapter, eligible regular employees may qualify for FMLA leave.

Basic Leave Entitlement

Upon proper request to the Town Administrator, eligible regular employees may qualify for a total of twelve (12) work weeks of leave (paid or unpaid) during any 12 month period (measured backward from the first date the leave begins) for one or more of the following conditions:

- Birth of a child;
- Placement of a child with the employee for adoption or foster care;
- Care for spouse, child, parent or parent-in-law who has a serious health condition; or
- A serious health condition of the employee whether work-related or not.

Military Leave Entitlement

Upon proper request to the Town Administrator, eligible employees with a spouse, child(ren), or parent on active military duty, or called to active duty status in the National Guard or Reserves in support of a contingency operation may qualify for up to twelve weeks during any 12 month period (measured backward from the first date the leave begins) to address certain qualifying exigencies which may include:

- Attending certain military events
- Arranging for alternative childcare;
- Addressing certain financial and legal arrangements;
- Attending certain counseling sessions;
- Attending post-deployment reintegration briefings

There is also a military caregiver leave that permits eligible employees to take up to 26 weeks of leave in a 12-month period (measured forward only) to care for a covered service member who has a serious disabling injury or illness incurred in the line of duty during active duty status.

1. All eligible accrued leave (e.g. annual, sick, holiday and/or compensatory) must be used before unpaid leave can be used. Both paid and unpaid leave will count toward the maximum total of 12 work weeks of FMLA leave within a 12 month period.
2. The Town will continue the employee's health care coverage at the regular employee's rate as long as all employee contributions are paid during the unpaid leave periods. However, if the employee does not return to work, the employee will be responsible for the Town's portion of the premiums for the unpaid leave period. Arrangements must be made with the Town Administrator.
3. During the unpaid FMLA leave periods, sick leave and annual leave will not be accrued.
4. While the employee is using FMLA leave, the employee's position will be protected, and the employee will return to the position at the same grade and rate of pay at which he/she left.
5. Whenever the need for FMLA leave is foreseeable, the employee is asked to provide 30 days advance written notice before the leave is to begin.

Whenever the leave request is for a serious health condition, the Town will require that a request for leave be supported with certification from the health care provider of the employee, spouse, child, parent or parent-in-law. The Certification of Physician or Practitioner form must be used.

If the validity of the certification is in doubt, the Town may request that the employee obtain a second opinion, at the Town's expense, from a health care provider designated by the Town. If there is a conflict of opinion between the two health care providers, the Town may request the employee to obtain, at the Town's expense, an opinion from a third provider jointly approved by the Town and the employee.

Whenever the leave request is for military family leave, the Town will require that the request be supported by an appropriate certification, as outlined below:
1. Leave for a qualifying exigency will require a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency including contact information if the leave involves meeting with a third party;
2. Leave to care for a covered service member with a serious injury or illness will require certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

FMLA leave shall end:
• When the employee, spouse, son, daughter, parent or parent-in-law is no longer affected by the serious health condition;
• If the employee fails to provide documentation to continue the leave when requested;
• When the employee has exhausted the maximum period of time eligible for FMLA leave. If additional time needed, the employee may request leave of absence in accordance with the Leave Without Pay section of the Employee Handbook. An absence beyond the maximum time under FMLA leave is not protected by that law.
• If the employee accepts other employment.

Sick

Sick leave is accrued at the rate of two (2) hours for every 40 hours worked in straight-time pay status. Sick leave accrual is unlimited and accumulates throughout total employment with the Town. Sick leave in excess of three (3) consecutive workdays must be attested to by a medical certificate from a physician.

Bereavement

Funeral leave, not to exceed three (3) paid days, may be granted in the event of a death of an immediate family member - parent, spouse, child, brother, sister, grandparent, and grandchild. If additional time is needed, an employee may request annual leave. With respect to other relatives - uncle, aunt, nephew, niece, and cousin - an excused absence with pay is granted not to exceed one (1) day. In other cases, an employee may request annual leave.

Military

Employees absent on their annual two-week reserve or National Guard duty shall be considered on an excused leave of absence and may elect one of the following options related to their pay:

- The employee may take their vacation and retain their military pay.
- The employee may surrender their military pay to the ORGANIZATION, receive their regular salary and take their vacation at a later date.
- The employee may take unpaid leave and retain their military pay.

An employee called up to active duty is allowed an unpaid leave of absence to meet her/his military responsibilities.

Upon honorable discharge from active duty, the employee will be allowed ninety days to apply for reinstatement to her/his former job. The employee will be reinstated to the same job formerly held, with the same duties, same level of pay, benefits and seniority had s/he not been on active military duty. Employee benefits will not accumulate during the leave. The employee will be given a Consolidated Omnibus Budget Reconciliation Act notice for election to continue insurances during the leave.

Jury Duty

Court leave is granted with pay when an employee has been summonsed for jury duty or as a witness on behalf of the Town.

Leave without Pay

Leave without pay must be approved by the employee's direct supervisor. The request should include starting date, estimated duration, and purpose.

XIII. Benefits

The Town is committed to providing a flexible and cost-effective medical care, disability income, life insurance and retirement program for all its full-time employees. The Town reserves the right, in its discretion, however, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. In addition, the Town may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations as soon as practicable.

Health Insurance

The Town provides all full-time employees with major medical, disability, and partial dental and vision coverage. The Town pays the entire insurance premium for the full-time employee and 50% of the premium of any dependents. The Town will provide coverage for part-time employees with 25 years of service up to age 65.

If an employee leaves employment with the Town, the Town will allow that individual to continue to carry health insurance coverage through the Town for an additional sixty (60) days after their last day of employment so long as they paid the entire cost of their health insurance premium.

Life Insurance

The Town provides full-time employees with a $50,000 life insurance policy.

Workers Compensation

The Town provides Workers Compensation through the State of Maryland, Injured Workers Fund. Coverage limits are $100,000 for bodily injury by accident; $100,000 bodily injury by disease.

Retirement

Any employee who works more than 500 regular hours during a fiscal year is enrolled in the Maryland State Retirement and Pension System. All premiums are paid by the Town. An employee is eligible for full retirement benefits according to the following table, from the Maryland State Retirement and Pension System:

Age	Years of Service
55	**30**
62	5
63	4
64	3
65 or Older	2

No benefits are payable with less than two years of service. Employees become vested with the **system after ten (10) years of service.** Benefits in the event of death are also payable under the Maryland State Retirement and Pension System to the employee's designated beneficiary. The employee's designated beneficiary may receive a lump-sum payment equal to the employee's annual salary if death occurs before retirement OR opt for monthly payments of benefits provided the employee was age 55 or older and had 15 years service or employee was age 62 or older.

XIV. Disciplinary Action

Terminations

Discharge may become necessary due to the employee's lack of ability or failure to fulfill the requirements of the job. Discharges are always unpleasant and costly, and the decision to discharge is not made lightly. Advance notice may or may not be given depending on the circumstance surrounding the termination.

All terminating employees will have an exit interview. The purpose of the interview is to be certain the reasons for the employee's termination are not founded on a misunderstanding or erroneous situation and to solicit information on what the employee understands of the company and the company benefits. The interview will also cover what compensation the employee has coming and when termination of benefits will occur. Employees are expected to turn in all property assigned to them at the time of termination.

Progressive Discipline

We believe it is important that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Progressive discipline means that we will take these steps in the following order:

1. The first offense will call for a verbal warning;
2. The next offense will be followed by a written warning;
3. Another offense will lead to a suspension; and,
4. Repeated offenses will lead to termination of employment.

If more than 12 months have passed since the last disciplinary action, the process will start over. Listed below are some of the reasons which may be causes for disciplinary action, but disciplinary action is not limited to the offenses listed below.

A. Failure to perform assigned duties properly
B. Insubordination (disobedience or refusal to perform assignments/duties)
C. Chronic or habitual absenteeism or lateness
D. Being absent without leave
E. Inefficiency
F. Violation of Town Ordinances, administrative regulations or department rules, policies, or procedures
G. Conviction of violation of law bearing on job performance
H. Inability to perform assigned duties properly
I. Refusal to be examined by a Town appointed medical professional when so directed
J. Conduct which is unbecoming of a Town employee
K. Violation of a posted safety, fire prevention, health, or security rule
L. Abuse of sick leave
M. Unsatisfactory performance evaluation

The following offenses shall result in immediate termination of employment:

A. Unauthorized use of, removal of, theft, or intentional damage to the property of the Town or another employee, independent contractor, or customer
B. Giving false statements to any Town official or employee, or the public
C. Use, sale, or possession of illegal drugs on the job, on Town property, or in Town vehicles
D. Use, sale, or possession of alcohol on the job, on Town property, or in Town vehicles unless at a Town function authorized by the Burgess and Commissioners.
E. Accepting an inducement to perform or fail to perform
F. Falsification of Town records (e.g. hours worked)
G. A false statement in an employee's application for employment
H. Under the influence of an illegal drug, a controlled dangerous substance, or alcohol while on the job
I. Dishonesty or theft
J. Endangering the safety of or causing injury to other personnel or the public
K. Weapons or firearms

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Town of Middletown.

Discipline and/or discharge may result for many reasons including, but not limited to, inappropriate behavior and/or unsatisfactory performance. Inappropriate behavior is defined as including, but not limited to, misbehavior on the job, refusal to do work reasonably expected, wrongful use of or taking of agency property, conviction of a felony, and violation of any policies or practices of the Town.

Unsatisfactory performance means failure of an employee to meet performance standards, to complete tasks in a timely, competent way, or to maintain an adequate attendance record. Uncooperative behavior or negative attitudes that affect the work or morale of others may result in termination. At the discretion of the Burgess, any staff member facing termination for unsatisfactory performance may be given the option to resign as described in the above section under "Resignation."

XV. Employee Appeals

Town employees have the ability to appeal the following items to the Burgess and Commissioners for their consideration:

- Termination

The decision of the Burgess and Commissioners shall be final.

XVI. Ethics

Code of Ethics for Public Officials and Employees

It is the policy of the Town that no official or employee shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. Outside employment must be disclosed and submitted to the Town for determination if a conflict exists.

To implement this policy and strengthen the faith and confidence of the people of the Town in their government, there is enacted a code of ethics setting forth standards of conduct required of town officials and employees in the performance of their official duties. It is the intent of the Town that this code shall serve not only as a guide for the official conduct of public servants in this Town, but also as a basis for discipline of those who violate its provisions.

It is the policy of the Town that public officials and employees are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officials and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered by the State Commission on Ethics with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern.

Anti-Harassment Policy

We expect all employees to be treated with fairness, respect, and dignity. This includes customers and vendors as well as employees. Accordingly, any form of harassment based on an individual's race, color, sex, religion, national origin, age or disability is a violation of this policy and will be treated as a disciplinary matter.

The term harassment includes slurs and any other offensive remarks, jokes, graphic material, or other offensive verbal, written, or physical conduct. Unwelcome sexual advances, requests for sexual favors, and any other unwelcome, unbecoming verbal or physical conduct will not be tolerated and is not a condition of employment.

Neither submission to nor rejection of such conduct will be used as a basis for employment decisions. We are committed to maintaining a safe and healthy work environment and take all appropriate health and safety precautions consistent with current medical knowledge. Employees may not refuse to work with or cooperate with, withhold services from or otherwise harass, intimidate, degrade or isolate a co-worker because of a known or suspected disability or disease, or because of a co-worker's association with a person with a disability or disease. Any employee who believes that he or she has been subject of harassment shall immediately report the conduct to Town Administrator. If the employee believes that he or she has been the subject of harassment by the Town Administrator, then it shall be reported to the Burgess.

All complaints will be promptly investigated and all matters will be handled expeditiously, confidentially, and in a professional manner so as to protect the offended individual and other individuals providing relevant information. Upon completion of a thorough investigation by the Town Administrator (or Burgess if need be), prompt and appropriate action will be taken. There will be no retaliation against anyone for stepping forward with a concern regarding any type of harassment. All employees are to cooperate with any investigation into a harassment complaint. False accusations of harassment cause harm to innocent people and such conduct will not be tolerated.

All steps necessary to prevent any form of harassment from occurring will be taken. All supervisors and managers are informed of this policy and have been instructed as to what constitutes proper and improper behavior. The Town is prepared to promptly take steps necessary to enforce this policy. Violations of this harassment policy will result in disciplinary action, up to and including discharge.

Employee Acknowledgement of Town Personnel Policy / Employee Handbook

Approved by the Burgess and Commissioners on January 28, 2019

I acknowledge that I have read and understood and received a copy of the policies outlined in this copy of the Town of Middletown Personnel Policy. I understand that these policies provide only a general reference and are not a full statement of Town's procedure nor are they a contract

Employee signature _____ Date _____

Employee Name (Printed) _____

TOWN OF MIDDLETOWN

SOCIAL MEDIA POLICY

Purpose:

This policy establishes guidelines for the establishment and use of social media sites (including but not limited to Facebook and Twitter) by the Town of Middletown as a means of conveying information to its residents, businesses, and guests.

The intended purpose of establishing and using the Town of Middletown's social media sites is to disseminate information about the Town of Middletown's events, news, and information that is pertinent to the Town of Middletown's residents, businesses, and visitors.

Definitions:

Social Media: the various web sites and activities that integrate technology, social interaction, and content creation. By way of example, but not limitation, some commonly use social media sites are Facebook and Twitter.

Town email account: an email account provided or approved by the Town of Middletown, which is used for official business.

Town Social Media/Networking Site: a website or social media tool which has been created, reviewed and approved for use by the Burgess and/or designee.

Post: a message/blog submitted by the Administrator including, but not limited to text, videos, photographs, graphic links, computer applications, etc.

Administrator: the individual designated by the Town of Middletown to submit posts for official purposes and to review comments to assure compliance with this policy.

Comments: visitor submitted statements, replying to a post or offering.

General Policy

The official Town of Middletown web site found at http://www.middletown.md.us will reman the Town's predominant internet presence for official information. Whenever possible, social media sites should link back to the Town of Middletown web site for information to conduct business and communicate with the Town of Middletown.

The establishment and use by the Town of Middletown of social media sites are subject to approval by the Burgess or his/her designees. All Town of Middletown social media sites shall be administered by Town of Middletown staff.

Social media sites maintained by the Town of Middletown should make clear that they are maintained by the Town of Middletown, that they follow the Social Media Policy and adhere to applicable federal, state and local laws, regulations and policies. These guidelines must be displayed to users or made available by hyperlink.

A staff member of the Town of Middletown will monitor content on social media sites to ensure adherence to the Social Media Policy and the Purpose of the Town of Middletown's social media sites. This page is monitored weekdays between 8:00 a.m. and 4:00 p.m., excluding holidays and during emergency incidents

Any content maintained in a social media format that is related to the Town of Middletown business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public

disclosure. Freedom of information Act laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.

The Social Media Policy may be revised at any time.

Comment Policy

The Town welcomes your comments to the Town of Middletown's social media sites. Please note that these sites are moderated; prior to posting, all comments will be reviewed for adherence to the Social Media Policy, Monday through Friday, 8 am to 4 pm, excluding holidays. Comments or questions on social media do not serve as formal requests for Town service and responses have to be general. If you need immediate assistance please call the Town office at 301-371-6171 and/or visit the Town of Middletown's website at http://www.middletown.md.us

As a public entity, the Town of Middletown must abide by certain standards to serve all its constituents in a civil and unbiased manner. Comments containing any of the following inappropriate forms of content shall not be permitted on the Town of Middletown's social media sites and are subject to removal and/or restriction:

a. Comments containing vulgar or profane language;
b. Defamatory, threatening or personal attacks of any kind;
c. Comments or content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or intellectual disability or sexual orientation;
d. Spam or links to other sites that are inappropriate;
e. Comments not related to the original topic, including random or unintelligible comments
f. Comments which encourage or advocate illegal activity;
g. Promotion of particular services, products or political organizations or candidates for office;
h. Content that violates a legal ownership interest of any other party, such as infringement on copyrights or trademarks;
i. Comments which include personally identifiable medical information;
j. Information that may compromise the safety, security or proceedings of public systems or any criminal or civil investigations

Comments that violate the social media policy will be removed from the site and will be retained with the reason for the removal.

Those who provide content to this site agree to have no expectation of privacy in the information provided. The Town is not responsible for and does not endorse any links embedded in comments posted to this site by third parties. This site does not circumvent or supersede the Town's normal business practices or processes. For example, responses to requests for proposals, invitations for bid, or other competitive procurements are not properly submitted via this site. Content submitted to this site is not legal notice to the Town.

Comments expressed on this site do not necessarily reflect the opinions and position of the Town of Middletown or its elected officers and employees.

Employee Conduct

Every effort will be made to keep interactions on Social Media factual and accurate and strive for transparency and openness in any interaction. When possible, links to credible sources of information will be provided.

Any communication that is later found in error will be publicly corrected.

Comments posted by Town of Middletown employees regarding Town of Middletown matters on internal or external sites must specify the following statement "the postings on this site are my own and do not reflect or represent the opinions of the Town of Middletown for which I work".

Elected/Appointed Official's Guidelines

Elected and Appointed officials who choose to have a social media presence should create separate accounts for:

1. Personal use and opinions – If an elected/appointed official comments the following disclaimer needs to be stated "the postings on this site are my own and do not necessarily reflect or represent the opinions of the Town of Middletown".
2. Public use in representing the Town of Middletown
3. Campaign use in elections.

Elected/Appointed officials also need to be aware that participation of a quorum of members in a social media posting may constitute a meeting and could be a violation of the Open Meetings laws.

Blocking anyone on an official site may be a First Amendment violation

Ethics Compliance

Employees/Elected and Appointed officials representing the Town through social media outlets or participating in social media features on agency websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in Town social media sites.

Town employees/Elected and Appointed officials recognize that the content and messages they post on social media sites are public and may be cited as official Town statements. Town employees/Elected and Appointed officials may not publish information on Town social media sites that include:

- Confidential information
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

If you would like to learn about the Town of Middletown, Maryland, please visit our website: www.middletown.md.us. If you have specific questions or concerns, please contact the Town Office at 301-371-6171 or e-mail office@ci.middletown.md.us.

MEMORANDUM

DATE: February 4, 2019

TO: Burgess and Commissioners

FROM: Andrew J. Bowen, Town Administrator

SUBJECT: Panhandling

ISSUE

Should the Town Board consider enacting an ordinance to prohibit Panhandling in Town Limits?

BACKGROUND

The Town has received complaints in the past regarding panhandling within the Town Limits. Recently there has been discussion throughout Frederick County regarding the increase in Panhandling across the County.

RECOMMENDATION

Staff has no recommendations

ATTACHMENTS

Frederick County Code Section on Panhandling

Sec. 15-27.2. - Panhandling.

(a)

Panhandling shall mean to accost and beg from persons in a public place and shall include the conduct of begging which harasses, menaces, intimidates, impedes traffic or otherwise causes harm.

(b)

It shall be unlawful for any person to panhandle in a public place.

(c)

Any person who violates any of the provisions of this section shall be subject to a fine not less than twenty-five dollars ($25.00) nor more than five hundred dollars ($500.00), or by imprisonment not exceeding ninety (90) days, or both. Any such violation shall constitute a separate offense on each successive day continued. Violation of this section shall constitute a misdemeanor.

(Ord. No. G-90-17, § 1, 9-6-90

MEMORANDUM

DATE: February 4, 2019

TO: Burgess and Commissioners

FROM: Andrew J. Bowen, Town Administrator

SUBJECT: Town Code Conflict in General Commercial (GC) Zoning District

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ISSUE

There is a conflict in the Town Code Section 17.20.020.C. and Section 17.48.340.E. How should the Town Board address this conflict?

BACKGROUND

The developer of the Dowd Estate has filed a Preliminary Site Plan proposing Self-Storage on the property which is zoned GC. Under GC (17.20.020.C.) Special Exceptions, it listed all of the special exceptions uses as **PRINCIPAL**, if approved by the Board of Appeals; but when you look under Specific Standards for Special Exceptions (17.48.340.E.), it states that Self-Storage may be permitted only as an **ACCESSORY** use. The Town Board requested an opinion from the Town's Attorney to advise the Town Board how to address this conflict. The attorney's opinion pointed out, under ***statutory construction***, the status last enacted is deemed to have repealed the inconsistent term of the former.

Section 17.20.020.C. was passed in 2007 and Section 17.48.340.E. was passed in 1997. Therefore, under statutory construction, a self-storage facility can be allowed as a primary use as a Special Exception in the GC.

RECOMMENDATION

Staff has no recommendations, but offers the following options for the Town Board to consider:

1. Do nothing. Use the concept of statutory construction to deem the self-storage as an accessory use to be permitted only as an accessory use to be inconsistent.
2. Remove the line E. from 17.48.340. That would remove any inconsistency.
3. Redebate the entire issue of self-storage in GC and decide what you want today and enact and repeal a new ordinance with what the Town Board wants today.

If the decision of the Town Board is to enact any type of ordinance to address this issue, staff would suggest the new ordinance to address a couple of things to avoid any problems in the future. They are:

i. The Town should define the following words in Zoning Section
   a. Self-Storage
   b. Storage

ii. The Town has three (3) commercial zoning districts. Only GC uses the wording in the Special Exception of *"principal uses"*, does the Town Board want these three (3) commercial districts to be consistent when it comes to Special Exceptions.

ATTACHMENTS

Code Section 17.20.020.C. & Section 17.48.340.E.

- ## 17.20.020 - GC general commercial district.

A. Purpose. The GC district is intended to provide areas for general commercial activities that service the needs of the entire community and the surrounding area. The uses permitted in this district are of such character as to provide for comparative shopping needs, service and repair needs, office uses, specialized commercial and entertainment activities and those establishments which cater primarily to the motoring public.

The location of such areas should be such that stores and commercial activities can be grouped together in an attractive and convenient manner at locations that will not infringe on residential areas. It is also essential that areas for this district be on major thoroughfares in order to provide for vehicular accessibility.

B. Uses Permitted in the GC District. No building or structure may be erected or used and no land may be used or occupied except for one or more of the following principal uses:

1. Clubs, lodges, fraternal organizations;
2. Public buildings, structures and services;
3. Retail sales: paint, wallpaper, hardware, food, apparel, appliances, jewelry, fabric, furniture, furnishings, office equipment and supplies, general merchandise, equipment rental, floral items, plants, plumbing, heating and electrical;
4. Eating and drinking establishments;
5. Personal services—laundry, barber, beauty, funeral;
6. Office and business services—contractor, finance, insurance, real estate, advertising, employment agencies, business management, photocopying, printing;
7. Repair services—electrical appliances, furniture, upholstery, jewelry repair, clothing, shoe;
8. Professional offices and services—medical, dental, legal, engineering, veterinary, architectural, design;
9. Commercial recreation—theaters, bowling alleys, amusements;
10. Places of worship;
11. Light assembly and fabricating: clothing, draperies, curtains, furniture and cabinets, tool and die, bakery, electrical components, toys, books. (Subject to Section 17.20.080);
12. Storage, wholesale and warehouse buildings: indoor storage of goods and material which will be sold, processed or disposed of on or off premises. (Not, however, to include auto wrecking, junk or other salvage storage or truck or shipping terminals.) (Subject to Section 17.20.080);
13. Public safety services, subject to site development plan approval;
14. Farmers' markets;
15. Museums;
16. Medical care facilities.

C. Special Exceptions in the GC District. The board of appeals may authorize the following principal uses as special exceptions in accordance with the provisions of Section 17.44.060

1. Residential uses;
2. Gasoline stations;
3. Greenhouses, nurseries;
4. Private and commercial schools—dance, business trade;
5. Shopping centers;
6. Lumber and other building material—retail;
7. Vehicle repairs and services;
8. Hotels and motels;
9. Vehicle sales;
10. Animal kennels and clinics;
11. Nursery schools and child care centers;
12. Light vehicle repair limited to a vehicle weight maximum of one-ton capacity. Repair and service shall be limited to lubrication, brakes, exhaust systems, wheel alignment, installation of accessories and parts, and installation of tires;
13. Self-storage rental spaces for storage of personal goods.

(Ord. No. 15-05-01, § I, 5-11-2015, eff. 10-1-2015; Ord. 07-12-01 § 1 (part), 2008; Ord. 07-01-01 § 2 (part), 2007: amended after public hearing, 4-6-00; Ord. 182 § 6.1, 1976)

- ## 17.48.340 - Self-storage.

Self-storage facilities in the GC and SC\LM commercial districts are subject to the requirements of the district in which the property is located except as provided in this section:

A. Middletown planning commission shall have architectural review and size limitation authority and may require drawings, elevations and plans as necessary;

B. The hours to which one may have access to the self-storage facility shall be limited as established by the board of appeals;

C. The property shall have access to a street which is designated in the town comprehensive plan as an arterial or collector street.

D. Concept plan, including parking provisions, review and recommendation required by the planning commission;

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

(Ord. No. 15-08-01, § I, 8-14-2015, eff. 10-4-2015; Ord. 182 § 10.5.7 (part), 1976)

Middletown

Parking Lot Lease Offer from Model Garage, Inc.

- Location – Corner of North Church Street & East Green Street
  - 16 Parking Spaces
  - Access via East Green Street
- Five (5) year Lease with one (1) renewable term for another five (5) years
- Cost - $8,760/Year or $1.50/Space/Day
- Escalator – Tied to yearly Consumer Price Index with a not-to-exceed of 2%
- Maintenance of Property
  - Lawn Mowing and Snow Removal – Town
  - Parking Lot Repairs (Asphalt/Curb & Gutter) – Model Garage, Inc.