



## **AGENDA FOR THE TOWN MEETING**

**April 22, 2019**

**6:30 p.m.**

### **PLEDGE TO THE FLAG**

### **CALL TO ORDER**

### **BUDGET WORKSHOP**

- [FY 2020 Water & Sewer Operating Fund](#)
- [FY 2020-2024 Water & Sewer Capital Improvements Program \(CIP\)](#)

### **CONSENT AGENDA**

- [Budget Amendment 19-05](#)
- Town Meeting Minutes
  - [April 4, 2019 – Town Workshop](#)
  - [April 8, 2019 – Town Meeting](#)

### **PERSONAL REQUESTS FOR AGENDA:**

### **UNFINISHED BUSINESS:**

- [Amendments to Sanitary Sewer Overflow \(SSO\) Standard Operating Procedures](#)
- [Ordinance 19-03-01 – Unsafe Properties \(Third Reading\)](#)
- Appointments – Board of Appeals

### **NEW BUSINESS:**

- [Middletown Parkway Paving – Change Order Streetscape Contract](#)
- [Community Deputy Contract FY 2020](#)

### **PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

- *Coloring the Street Chalk Art & Green Expo – Saturday, April 27, 2019 10:00AM – 3:00PM*

**ADJOURNMENT**

**TOWN OF MIDDLETOWN**  
**Water Sewer Operating Budget**  
**FY 2020**

	AUDIT FY 2015	AUDIT FY 2016	AUDIT FY 2017	Budget FY 2018	AUDIT FY 2018	Budget FY 2019	Draft Budget FY 2020
<b>Operating Revenue</b>							
Water Revenue	557,826	587,860	600,572	<b>608,726</b>	607,180	<b>624,139</b>	<b>623,593</b>
Sewer Revenue	557,502	584,783	598,261	<b>603,153</b>	602,269	<b>616,076</b>	<b>627,213</b>
Penalties and Reconnects	21,311	14,758	21,422	<b>15,252</b>	13,135	<b>22,161</b>	<b>13,584</b>
General Fund Grant	102,740	80,000	-	-	-	-	-
Rain Barrels	1,000	720	-	<b>1,000</b>	-	<b>1,000</b>	<b>1,000</b>
MISC	-	8,627	-	-	-	-	-
<b>Total Revenue</b>	<b>1,240,379</b>	<b>1,276,748</b>	<b>1,220,255</b>	<b>1,228,131</b>	<b>1,222,584</b>	<b>1,263,377</b>	<b>1,265,389</b>
<b>Expenses</b>							
<b>Administrative</b>							
Salaries	43,379	36,631	39,206	<b>48,827</b>	28,510	<b>34,407</b>	<b>33,963</b>
Communications	11,178	10,748	12,200	<b>11,742</b>	11,540	<b>11,742</b>	<b>12,409</b>
Postage	10,304	9,226	8,030	<b>9,503</b>	8,013	<b>9,750</b>	<b>8,173</b>
Office Supplies/Expenses	13,668	10,761	10,848	<b>15,712</b>	12,005	<b>14,000</b>	<b>11,560</b>
Professional Services/Legal	16,447	2,512	2,727	<b>2,000</b>	2,717	<b>2,000</b>	<b>9,800</b>
Meetings & Seminars	392	350	486	<b>2,500</b>	758	<b>500</b>	<b>3,500</b>
Advertising	994	350	559	<b>500</b>	11,540	<b>500</b>	<b>500</b>
Uniforms	3,719	3,770	4,119	<b>3,925</b>	5,835	<b>5,068</b>	<b>2,835</b>
Dues/Subscriptions/Certifications	3,342	50	420	<b>500</b>	330	<b>500</b>	<b>500</b>
I&I Principal and Interest	32,498	32,979	29,454	<b>33,099</b>	33,099	<b>32,743</b>	<b>32,927</b>
Travel/Mileage	-	-	17	<b>200</b>	52	<b>200</b>	<b>200</b>
Payroll Taxes	21,477	24,113	22,451	<b>27,798</b>	23,483	<b>23,721</b>	<b>22,027</b>
Insurance							
Property	7,949	9,917	11,172	<b>10,215</b>	8,448	<b>11,848</b>	<b>8,958</b>
Health	36,608	19,348	44,913	<b>53,324</b>	52,216	<b>54,716</b>	<b>37,474</b>
Worker's Compensation	7,858	7,287	8,684	<b>8,980</b>	8,770	<b>9,911</b>	<b>6,616</b>
Retirement/Pension	19,685	21,550	22,169	<b>29,230</b>	44,256	<b>22,912</b>	<b>11,007</b>
Real Estate Taxes	(22)	292	292	<b>22</b>	292	<b>292</b>	<b>292</b>
Conservation Environment	5,755	1,600	-	<b>2,000</b>	75	<b>1,000</b>	<b>2,000</b>
Vehicle/Equipment Expenses	11,138	12,259	15,521	<b>20,400</b>	18,521	<b>15,000</b>	<b>23,900</b>
<b>Total Administrative</b>	<b>246,369</b>	<b>203,743</b>	<b>233,268</b>	<b>280,746</b>	<b>270,460</b>	<b>250,809</b>	<b>228,642</b>
<b>Water</b>							
Salaries	<b>131,501</b>	<b>150,384</b>	<b>167,083</b>	<b>175,294</b>	<b>170,981</b>	<b>151,440</b>	<b>124,273</b>
<b>Water Distribution</b>							
Supplies	3,468	8,185	5,831	<b>5,500</b>	17,720	<b>5,500</b>	<b>11,000</b>
Repairs & Maintenance	48,553	44,802	72,317	<b>18,900</b>	69,984	<b>37,000</b>	<b>51,000</b>
Water Meters	-	-	-	-	-	-	-
Waterline Break Repairs	3,452	-	182	<b>5,000</b>	1,435	<b>5,000</b>	<b>1,028</b>
Chemicals	-	233	1,857	<b>500</b>	-	<b>500</b>	<b>500</b>
Tools & Equipment	933	1,660	6,674	<b>4,105</b>	-	<b>4,000</b>	<b>3,747</b>
<b>Subtotal</b>	<b>56,406</b>	<b>54,880</b>	<b>86,861</b>	<b>34,005</b>	<b>89,139</b>	<b>52,000</b>	<b>67,275</b>
<b>Water Plant, Reservoir, Booster, Tower, BS Wellhouse</b>							
Supplies	3,568	1,492	795	<b>2,000</b>	1,323	<b>2,000</b>	<b>1,593</b>
Repairs & Maintenance	17,211	27,112	39,668	<b>66,700</b>	19,920	<b>37,722</b>	<b>80,765</b>
Tank Maintenance Contract	-	-	-	-	-	<b>100,000</b>	<b>20,000</b>
Chemicals	21,672	22,512	23,154	<b>9,199</b>	13,114	<b>17,132</b>	<b>26,803</b>
Tools & Equipment	1,590	-	1,407	<b>2,053</b>	-	<b>1,932</b>	<b>1,101</b>
Testing & Analysis	11,661	10,783	11,877	<b>14,400</b>	7,562	<b>5,900</b>	<b>8,318</b>
<b>SUB-TOTAL</b>	<b>55,702</b>	<b>61,899</b>	<b>76,901</b>	<b>118,168</b>	<b>41,919</b>	<b>164,687</b>	<b>138,580</b>
Abandoned Well Costs	-	-	-	-	-	-	-
<b>Water Electric</b>	<b>24,588</b>	<b>23,349</b>	<b>33,368</b>	<b>23,816</b>	<b>39,233</b>	<b>26,561</b>	<b>40,018</b>
<b>TOTAL WATER</b>	<b>243,609</b>	<b>267,163</b>	<b>330,845</b>	<b>327,467</b>	<b>341,272</b>	<b>394,688</b>	<b>370,145</b>
<b>Sewer</b>							
Salaries	<b>120,064</b>	<b>128,101</b>	<b>127,311</b>	<b>134,998</b>	<b>144,908</b>	<b>115,933</b>	<b>106,305</b>
<b>Sewer Collection System</b>							
Conebranch Pump Station	19,518	34,851	22,062	<b>18,500</b>	26,474	<b>12,618</b>	<b>14,445</b>
Brookridge South Pump Station	11,153	10,465	5,421	<b>10,779</b>	3,844	<b>4,000</b>	<b>8,932</b>
Foxfield Pump Station	6,348	6,973	5,692	<b>6,500</b>	5,574	<b>12,500</b>	<b>2,637</b>

**TOWN OF MIDDLETOWN  
Water Sewer Operating Budget  
FY 2020**

	<b>AUDIT FY 2015</b>	<b>AUDIT FY 2016</b>	<b>AUDIT FY 2017</b>	<b>Budget FY 2018</b>	<b>AUDIT FY 2018</b>	<b>Budget FY 2019</b>	<b>Draft Budget FY 2020</b>
Sanitary Sewer Lines/Manholes	17,484	45,670	4,582	25,000	37,559	22,080	28,522
I & I Accrual	75,000	75,000	75,000	75,000	75,000	75,000	75,000
<b>Subtotal</b>	<b>129,503</b>	<b>172,959</b>	<b>112,757</b>	<b>135,779</b>	<b>148,451</b>	<b>126,198</b>	<b>129,536</b>
<b>East WWTP</b>							
Parts & Supplies	6,325	7,069	2,598	6,352	3,726	5,581	5,576
Repairs & Maintenance	23,354	28,731	22,145	16,600	14,852	12,600	23,100
Chemicals	28,329	31,766	29,271	33,725	47,650	34,285	44,133
Mowing	-	-	-	-	-	-	-
Tools & Equipment	8,091	3,954	1,693	6,090	982	4,500	3,414
Testing & Analysis	25,170	26,125	30,220	34,187	25,263	36,611	27,789
Sludge Hauling Expense	61,642	59,432	45,581	61,800	44,428	55,669	60,336
<b>Subtotal</b>	<b>152,911</b>	<b>157,077</b>	<b>131,508</b>	<b>184,081</b>	<b>136,901</b>	<b>149,245</b>	<b>164,348</b>
<b>West WWTP</b>							
Supplies	2,121	2,380	1,624	2,500	1,292	2,500	2,378
Repairs & Maintenance	20,740	9,796	4,833	2,000	5,289	15,000	17,600
Chemicals	54,073	54,389	51,684	47,949	51,638	50,531	57,862
Mowing	-	-	-	-	-	-	-
Tools & Equipment	756	2,598	1,671	2,510	705	2,766	1,426
Testing & Analysis	9,106	9,831	11,071	11,649	9,908	10,449	9,908
Sludge Hauling Expense	17,250	17,250	17,250	22,650	17,250	17,250	17,250
<b>SUB-TOTAL</b>	<b>104,046</b>	<b>96,244</b>	<b>88,133</b>	<b>106,268</b>	<b>86,082</b>	<b>98,496</b>	<b>106,425</b>
<b>Sewer Electric</b>					<b>92,544</b>	<b>75,000</b>	<b>94,395</b>
<b>TOTAL SEWER</b>	<b>506,524</b>	<b>554,381</b>	<b>459,709</b>	<b>561,126</b>	<b>608,886</b>	<b>564,872</b>	<b>601,008</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>996,502</b>	<b>1,025,287</b>	<b>1,023,822</b>	<b>1,169,340</b>	<b>1,220,618</b>	<b>1,210,369</b>	<b>1,199,795</b>
<b>Contingency Fund</b>				<b>40,927</b>	-	<b>50,303</b>	<b>31,849</b>
<b>Adjusted Operating Expense</b>		<b>1,025,287</b>	<b>1,023,822</b>	<b>1,210,266</b>	<b>1,220,618</b>	<b>1,260,672</b>	<b>1,231,644</b>
<b>OPERATING INCOME (LOSS)</b>	<b>243,877</b>	<b>251,461</b>	<b>196,433</b>	<b>17,864</b>	<b>1,966</b>	<b>2,704</b>	<b>33,745</b>



**Burgess and Commissioners of Middletown  
Water & Sewer Capital Improvement Program  
FY 20202 - FY 2024**

<b>INCOME</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>FY '23</b>	<b>FY '24</b>
CASH Reserves	\$800,079	\$875,538	\$433,268	\$427,241	\$760,201
DEBT SERVICE FEE - NEW HOMES	\$160,800				
CAPITAL IMPROVEMENT FEE	\$178,800	\$347,000	\$350,590	\$350,790	\$356,990
Inflow & Infiltration - Reserve Account <sup>(Footnote #1)</sup>	\$200,000		\$125,000		
Sludge Removal - Reserve Account <sup>(Footnote #2)</sup>			\$35,000		
Land Leases	\$195,669	\$202,517	\$209,606	\$216,942	\$224,535
Tap Fees <sup>(Footnote #3)</sup>	\$666,000	\$323,100	\$18,000	\$558,000	\$558,000
Slate of MD Bay Restoration Fee - Grant					\$1,000,000
Main Street Waterline Loan <sup>(Footnote #4)</sup>	\$853,871				
Reservoir Tank Loan <sup>(Footnote #5)</sup>	\$1,984,146				
<b>Total Revenue</b>	<b>\$5,039,365</b>	<b>\$1,748,156</b>	<b>\$1,171,463</b>	<b>\$1,552,973</b>	<b>\$2,899,726</b>
<b>Debt Service</b>					
EAST WWTP LOAN	<b>\$239,265</b>				
MAIN STREET WATERLINE LOAN <sup>(Footnote #4)</sup>	<b>\$138,165</b>	<b>\$138,165</b>	<b>\$138,165</b>	<b>\$138,165</b>	<b>\$138,165</b>
RESERVOIR TANK LOAN <sup>(Footnote #5)</sup>	<b>\$43,598</b>	<b>\$108,965</b>	<b>\$108,965</b>	<b>\$108,965</b>	<b>\$108,965</b>
<b>Total Debt Service</b>	<b>\$421,027</b>	<b>\$247,129</b>	<b>\$247,129</b>	<b>\$247,129</b>	<b>\$247,129</b>
<b>Net Income</b>	<b>\$4,618,337</b>	<b>\$1,501,026</b>	<b>\$924,334</b>	<b>\$1,305,843</b>	<b>\$2,652,596</b>
<b>Projects</b>					
<b>SYSTEM UPGRADE PROJECTS</b>					
<b>WATER SYSTEM</b>					
Main Street Waterline Program	\$853,871				
Reservoir Improvements - Ground Storage Tank & New Suction Line	\$2,274,095	\$486,666			
Booster Station - Upgrade; Pumps; VFD's; Piping	\$48,500	\$175,000			
Booster Station - Roof Replacement/Building Painting				\$5,000	
PRV Vault Pipe Painting and Cleaning		\$9,000			
New Inspection Vehicle (Subaru)	\$30,000				
Water Meter Replacements	\$34,333	\$22,093	\$22,093	\$15,642	\$14,983
<b>WASTEWATER SYSTEM</b>					
West WWTP - Curtain Replacement	\$25,000		\$80,000		
West WWTP - Plug Valve Replacement Micro Strainer Bldg		\$15,000			
West WWTP - New Chemical Storage Structure		\$85,000			
Upgrade of West WWTP (Possible Future)				\$175,000	\$1,550,000
East WWTP - Roof Replacement: Admin; Barscreen	\$16,000				
East WWTP - Bar Screen Refurbishment		\$60,000			
East WWTP - Dewatering Solution Sludge Tank - Engineering			\$15,000	\$25,000	
East WWTP - Influent Flume & Ultrasonic Meter			\$20,000		
East WWTP - Sludge Removal Reed Beds			\$35,000		
East WWTP - Sludge Mag Meter		\$15,000			
Vector Trailer & Excavator				\$125,000	
Sewer Push Camera	\$11,000				
Inflow & Infiltration	\$250,000		\$125,000		
<b>Total Projects</b>	<b>\$3,542,799</b>	<b>\$867,759</b>	<b>\$297,093</b>	<b>\$345,642</b>	<b>\$1,564,983</b>
<b>Gross Surplus/Deficit</b>	<b>\$1,075,538</b>	<b>\$633,268</b>	<b>\$627,241</b>	<b>\$960,201</b>	<b>\$1,087,613</b>
<b>CAPITAL IMPROVEMENT RESERVE ACCOUNT</b>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
<b>Net Surplus / Deficit</b>	<b>\$875,538</b>	<b>\$433,268</b>	<b>\$427,241</b>	<b>\$760,201</b>	<b>\$887,613</b>
<b>Capital Improvement Reserve Account 5 Year Total</b>	<b>\$1,000,000</b>				
<b>Footnotes</b>					
#1	As of 3/21/2019 - \$234,462.00 Balance in the I&I Reserve Account				
#2	As of 3/21/2019 - \$181,950.00 Balance in the Sludge Reserve Account				
#3	See Growth Projections Worksheet				
#4	See Loan Breakdown Worksheet (30 Year Loan)				
#5	See Loan Breakdown Worksheet (30 Year Loan)				



**Burgess and Commissioners of Middletown  
Budget Amendment Form**

Fiscal Year FY 2019

Amendment No. 19-05

Request Date Monday, April 22, 2019

Fund General Fund

Budget Capital Improvements Program (CIP)

Description Reallocation of funds for additional costs for boiler replace at the Municipal Center. (\$8,985.00)  
Adding of Control Systems to project. (\$22,500.00)

**REVENUE**

Line Item	Increase	Decrease
Total	\$ -	\$ -

**EXPENDITURES**

Line Item	Increase	Decrease
Municipal Center - HVAC Replacement		\$ 31,485.00
Municipal Center - Boiler Replacment	\$ 31,485.00	
Total	\$ 31,485.00	\$ 31,485.00

Town Board Approval Date \_\_\_\_\_

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN WORKSHOP MEETING MINUTES

### WORKSHOP MEETING

April 4, 2019

The workshop meeting of the Burgess and Commissioners of Middletown was called to order on April 4, 2019, by Burgess Miller at 6:30 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 (arrived late).

### BUDGET WORKSHOP:

FY 2020 Water & Sewer Operating Fund (First reading) – Burgess Miller reviewed the proposed Water & Sewer operating fund. Burgess Miller stated that in this budget there is a proposed 2% water & sewer rate increase and the reason for that is, so this budget comes out with a surplus.

FY 2020-2024 Water & Sewer Capital Improvement Program (CIP) (First reading) – Burgess Miller reviewed the proposed Water & Sewer CIP budget with the Board.

### STAFF REPORTS:

Community Deputy Report – Dfc. McCarrick gave the report for March.

Staff Planner Report – Cindy gave her report as attached to agenda.

Engineer's Report – Bruce gave his report.

Main Street Manager's Report – Becky gave her report.

Zoning Administrator's Report – Mark gave his report.

### CONSENT AGENDA:

- *Richland Golf Club – Summer Outside Music Permit Request*
- *Francie's Family 5K – Saturday, May 11, 2019*
- *Budget Amendment 19-04*
- *Town Meeting Minutes – March 25, 2019*

### UNFINISHED BUSINESS:

**Ordinance 19-03-01 – Unsafe Properties (Second Reading)** – only change made to this is citing the circuit court right to appeal.

**Banner Policy (Third Reading)** – Vote on this Monday, April 8, 2019.

### NEW BUSINESS:

**Boiler Replacement Municipal Center – Bid Award (Vote-April 8, 2019)** – Burgess Miller stated that the bids came in over budget but, Bruce went back to the low bidder and if we went with an alternate boiler the bid would be \$59,846 which is under the \$60K budget. Commissioner Catania had some concerns about not giving all three (3) bidders the opportunity to re-bid with the alternate boiler. Burgess Miller stated that this is up for a vote on Monday night.

**Audit FY 2019-2021 – Bid Award (Vote-April 8, 2019)** – Burgess Miller stated that we received 5 bids for our auditor. The low bidder (UHY LLB Certified Public Accountants) has never done an audit in the State of Maryland therefore, Burgess Miller is suggesting that we go with the second low bidder (Rotz

Stonesifer Accountants Consultants Wealth Management). Burgess Miller stated that this is up for a vote on Monday night.

**Amendments to Sanitary Sewer Overflow (SSO) Standard Operating Procedures** – Drew stated that we've had some staff changes over the last few years and we've never updated our SSO Operating Procedures. Included in the packet is the updated procedures

**Appointments – Board of Appeals** - Burgess Miller stated that Daphne Gabb is up for re-election on the BOA.

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

- *Coloring the Street Chalk Art & Green Expo – Saturday, April 27, 2019 10:00AM – 3:00PM*

Workshop adjourned at 8:40pm.

Respectfully submitted,

Ann Griffin  
Office Manager

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN WORKSHOP MEETING MINUTES

### REGULAR MEETING

April 8, 2019

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on April 8, 2019, by Burgess Miller at 6:30 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.

### BUDGET WORKSHOP:

FY 2020 Water & Sewer Operating Fund – Burgess Miller reviewed the proposed Water & Sewer operating Fund. Burgess Miller stated that in this budget there is a proposed 2% water & sewer rate increase and the reason for that is, so this budget comes out with a surplus.

FY 2020-2024 Water & Sewer Capital Improvement Program (CIP) – Burgess stated that the Water & Sewer CIP is healthy, and we can fund the projects proposed. Burgess Miller stated that in this you will see the loan for the water tank upgrade. Drew presented the Board with a power point presentation of the different proposed project included in this CIP.

Budget meeting adjourned 7:17pm.

### CONSENT AGENDA:

- *Richland Golf Club – Summer Outside Music Permit Request*
- *Francie's Family 5K – Saturday, May 11, 2019*
- *Financial Statements*
- *Budget Amendment 19-04*
- *Town Meeting Minutes – March 25, 2019*

Motion by Commissioner Bussard to approve the consent agenda as presented, seconded by Commissioner Catania. Motion carried 6-0.

### PERSONAL REQUESTS FOR AGENDA:

*Citizens Services Child Advocacy Center – April is Child Abuse Prevention Month – Proclamation – Arielle Bender, Megan Hedges, and Patty McArdle* – The Board presented the Child Advocacy Center with a proclamation proclaiming April as Child Abuse Prevention Month.

### UNFINISHED BUSINESS:

**Banner Policy (Vote)** – Motion by Commissioner Falcinelli to approve the banner policy as presented, seconded by Commissioner Bussard. Motion carried 6-0.

**Ordinance 19-03-01 – Unsafe Properties (Second Reading)** – Drew stated that the Town Attorney recommended that we add in the section that property owners have the right to appeal with the Circuit Court which is included in this draft.

### REPORT OF COMMITTEES:

**WATER & SEWER** – Commissioner Falcinelli reported:

Water use for March – 303,576 gal., spring flow for March – 122,493, East WWTP treated 284,000 gals. and the West WWTP treated 534,000 gals.

Commissioner Falcinelli stated that the contractor has begun working on the waterline on Main Street and the water tank contractor is continuing to work on the detail design.

Next meeting will be held April 24, 2019 at 7pm.

**PUBLIC WORKS** – Commissioner Bussard reported:

Bruce, JR and Paul are consumed with the Main Street project, the ADA handicap ramp installs continue, Elm Street parking lot is laid out (Commissioner Bussard asked the Board to look at it), and our guys installed the crosswalk on Broad Street today. Burgess Miller stated that we've been told by SHA that they plan to start paving East Main Street on April 22, 2019. Their plan is to start just east of the intersection of Alt. 40 and Middletown Parkway and pave to just past CVS. They will then continue from the CVS to just west of Schoolhouse Drive. Burgess Miller stated that would then leave the center of Town left to be paved.

**SUSTAINABILITY** – Commissioner Dietrick reported:

Green Expo is Saturday, April 27, 2019 from 10am.-3pm. on Garage Drive. This year the Green Expo is in conjunction with Coloring in the Streets which will be held along West Green Street

**PLANNING COMMISSION** – Commissioner Catania reported:

Next workshop is April 10, 2019 and the meeting is Monday, April 15, 2019 at 7pm. Items of discussion for this month are the demolition of 3 buildings to the east of 203 East Main Street, self-storage regulations and the Annual Plan report

**PARKS AND REC. COMMITTEE** – Commissioner Goodman reported:

We discussed the POS projects and we are awaiting on numbers to come in on those projects.

Commissioner Goodman also stated that he and Burgess Miller attended the MVAA's opening day for Little League on Saturday, April 6, 2019. Commissioner Goodman stated that the MVAA has a sponsor for a 2<sup>nd</sup> field next to the existing field.

**PUBLIC INFORMATION** – Commissioner Falcinelli reported:

Encouraged our residents to sign up for our list serve and robo calls.

**NEW BUSINESS:**

**Boiler Replacement Municipal Center – Bid Award (Vote)** – Motion by Commissioner Bussard to approve the bid of \$68,985 from Mick's Plumbing for the Locinvar boiler, seconded by Commissioner Falcinelli. Motion carried 6-0.

**Audit FY 2019-2021 – Bid Award (Vote)** – Motion by Commissioner Falcinelli to approve the bid of \$53,925 for a 3-year contract from Rotz Stonesifer Accountants Consultants Wealth Management, seconded by Commissioner Dietrick. Motion carried 6-0.

**Amendments to Sanitary Sewer Overflow (SSO) Standard Operating Procedures** – Drew stated that we've had some staff changes over the last few years and we've never updated our SSO Operating Procedures. Included in the packet is the updated procedures

**Appointments – Board of Appeals** - Burgess Miller stated that Daphne Gabb is up for re-election on the BOA.

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

- *Coloring the Street Chalk Art & Green Expo – Saturday, April 27, 2019 10:00AM – 3:00PM*

Meeting adjourned at 7:53pm.

Respectfully submitted,  
Ann Griffin  
Office Manager

## STANDARD OPERATION PROCEDURES

### SANITARY SEWER OVERFLOW

Approved by Town Board

January 12, 2015

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#### General:

The purpose of this Standard Operating Procedure (SOP) is to provide staff with the appropriate actions to take when addressing and reporting a Sanitary Sewer Overflow (SSO).

#### A Sanitary Sewer Overflow Does Not Include:

- An overflow or discharge of 50 gallons or less to the ground that is cleaned up within 1 hour of its occurrence.
- An overflow or discharge to impervious surfaces that is effectively contained and cleaned up so that there is not direct or potential pollution of Waters of the State as a result of the overflow or discharge.

In the event of a Sanitary Sewer Overflow staff will do the following:

#### Initial call: From Staff observation, homeowner, after hours call

- Upon receiving the call, collect as much information as possible. Include the specific location of overflow, date time, description of overflow, callers name, phone number and other relevant information
- Staff must document this information.

#### Dispatch Staff to SSO location

- Respond ASAP to minimize impact of SSO on private and public property. Determine if there is possible damage to private or public property. Do not enter private property unless approved by the Assistant Director of Public Works or within a Town utility easement.
- If there are physical or suspicious characteristics not common to the sewer system notify the Assistant Director before taking ANY action.
- Notify Assistant Director of Public Works after identifying the overflow area.
- Upon arrival determine the possible problem and take immediate corrective action to stop the SSO. - Deploy equipment to clear blockage and mitigate SSO. Adjust pumped flows if it is determined that they may be contributing to the overflow.
- If blockage is in a main line sanitary sewer, additional support staff may be needed to assist in the operation of equipment, cleanup and lime distribution.
- Outside vendor(s) may be needed in the event it is beyond the capabilities of the Town resources to clear the obstruction. The Assistant Director of Public Works will need to be notified of this condition as soon as possible.

Deleted: Water and Sewer Superintendent and or

**Site cleanup:**

- when possible, take photos before and after cleanup.
- take photos of materials recovered that may have caused the obstruction
- remove debris; grease, paper goods, feminine hygiene dispensers etc.
- spread thin layer of "Hydrated Lime" over the affected area to stabilize, deter rodents and provide odor control. Maintain an adequate stock of bagged Hydrated Lime and restock as needed.

**Data collection on site**

- Determine and document cause of SSO when possible.
- Determine and document start time of SSO if possible.
- Record time that SSO was stopped.
- Determine and document the total duration of the SSO event.
- Quantify sewer overflow or discharge; i.e., 2 GPM, 5 GPM etc. and record.
- Verify overflow "DID" or "DID NOT" reach the waters of the State and record.
- Collect photos of SSO event.
- Collect photos of materials suspected of causing the overflow event.
- Collect E.coli samples 50 feet upstream and 200 feet downstream of the overflow site only if the overflow reaches the stream. Use proper sample collection methods and ice the samples until they can be delivered to the lab for analysis.

**Public Notification/Advisory:**

- Temporarily post signs in the immediate area warning the public to avoid the impacted area as a result of an overflow.

**Sanitary Sewer Overflow Worksheet:**

-To be completed once SSO or discharge has been confirmed and mitigated. Once completed, this sheet will provide information required by both Maryland Department of the Environment (MDE) and the Frederick County Health Department (FCHD). The Water and Wastewater Operator On-call will be responsible for reviewing the overflow report and meeting with the Director of Public Works within 2 days of the overflow.

~~Deleted: Superintendent of Water and Wastewater~~

**Regulatory Agency Notification:**

- With the completed SSO worksheet in possession, the Water and Wastewater Operator On-call will contact, via telephone, MDE and the FCHD within in 24 hours of the SSO event.

~~Deleted: Superintendent of Water and Wastewater Operations ...~~

**Secondary Notification:**

- The Water and Wastewater Operator shall meet with The Director of Public Works within 2 days of the incident who will submit, via certified mail, a detailed letter describing the overflow to MDE within five (5) calendar days from the initial date of

~~Deleted: Superintendent of Water and Wastewater Operations ...~~

**the telephone notification.** This report shall also be emailed to the Town Administrator and Burgess.

## Sanitary Sewer Overflow Emergency Contact Numbers

### Maryland Department of the Environment

Baltimore MDE location	1-800-633-6101 ext. 3510 Or 410-537-3510
After hours and weekends	1-866-633-4686

### Frederick County Health Department

Environmental Health Director	301-600-3179
Health Department Duty Officer (after hours)	301-600-1603

### Town Of Middletown

Town Administrator Andrew Bowen	240-674-8937 (cell) 301-371-6171 ext. 12
Director, Public Works Bruce Carbaugh	301-748-4301 (cell) 301-371-6171 ext. 16
Assistant Director Public Works Paul Pearl	301-305-5111 (cell) 301-371-6171 ext. 21

~~Deleted: Superintendent of Water & Wastewater  
Operations  
Bruce Darner 240-674-8936 (cell)  
301-371-0390~~

**Appendix 1**

**Sanitary Sewer Overflow (SSO) Worksheet**

**\*\*\*This must be completed within 4 hours of the SSO initial call\*\*\***

Date and Time of overflow report to Water and Sewer.	
Facility name and Collection System Name	
Location of the overflow (Street, Pump Station, Manhole, etc.) name/number or other identifying information. Include City or Town and Zip Code.	
Did the overflow enter Waters of the State? (Creek, Stream, River, Pond or Storm drain) If yes, please explain. Name of body of water. (Lake, Pond, Stream)	
If overflow entered Waters of the State, were <i>E. coli</i> samples collected upstream and downstream? If not, why?	
What is the estimated quantity of the overflow in gallons?	
What caused the overflow? Please provide as much information as possible. (document with photos and collect material if possible)	
Date and Time when overflow began. Date and time when overflow stopped, or expected time to stop.	
What has been done to repair the problem and prevent reoccurrence?	
What type of clean-up or mitigation is being done?	
Person notified at Frederick County Health Department.	
Frederick County Health Department notified of <i>E. coli</i> results?	
Public Notification Required? What media and content of message.	
Name, title, and telephone number of person reporting overflow.	
Person notified at MDE	

## Wet Weather Operation Modes

1. Pending predicted significant precipitation (2" or more) release flow at the W WWTP to create storage capacity (this would be for extended rain events or abnormal precipitation). Pull flow gate at the W WWTP Headworks for flow to the comminutor to prevent overflow at the manhole near the stream at the dog park.
2. Turn valves to bypass the EWWTP Filter
3. Monitor EWWTP weir and hold down devices during high flows.
4. When the headworks at CBPS has water 21" below the top of the wall the first upstream manhole will begin to overflow. This could change based on surcharged line leading to the station.

## Overflow Point #1 Creamery Row

Since the interceptor was replaced in 2018 this manhole does not overflow.

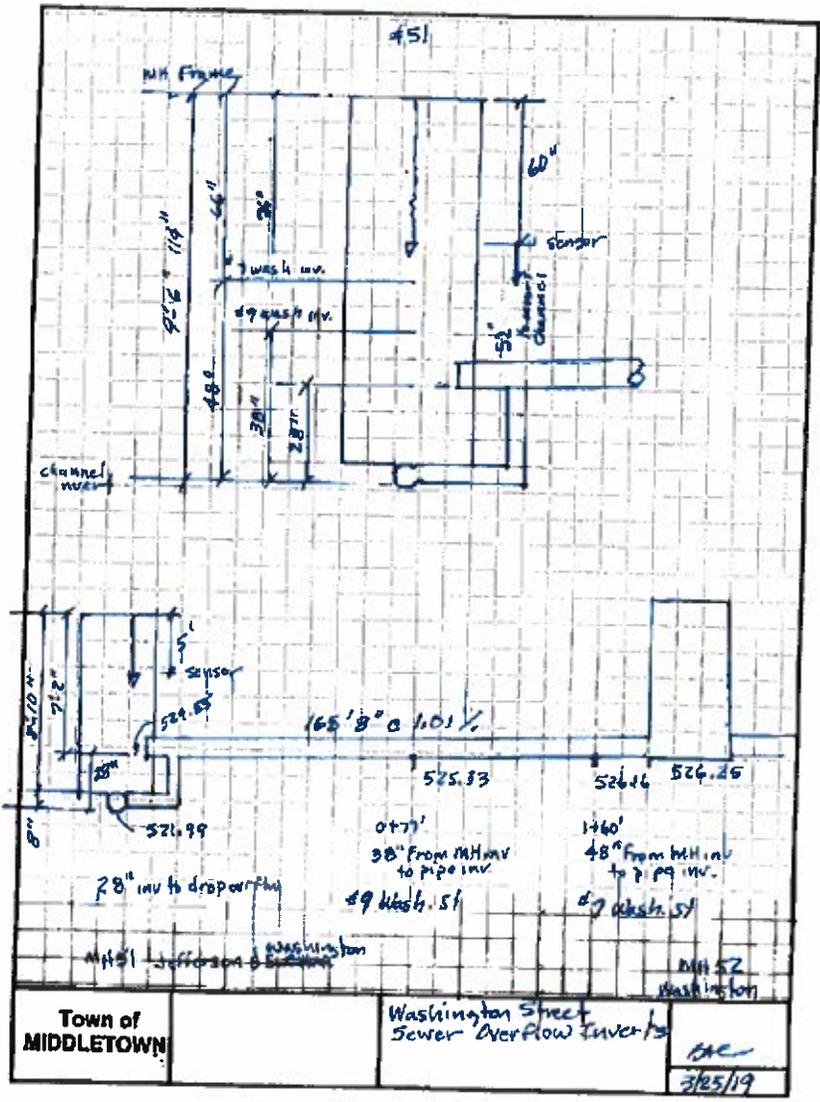
5. Regulate the flow to both plants at the CBPS.
  - a. Start with and try to maintain 500gpm to EWWTP and 400 to 500 gpm to WWTP. During the heavy rain events the flow to the West plant may need to be adjusted down to 380gpm for Washington St Residence's to continue to have sewer service. These residents (7, 9 and 13 Washington St) have sewer backflow valves. Maintain a water depth less than 38" in MH 51 (smartcover monitor) for residences to have usable sewer service. <https://www.mysmartcover.com>
  - b. The valve ahead of CBPS can be closed up to 5 turns to limit the overflow to the upstream manhole if regulating the pump discharge to the West with the pumps becomes difficult. This will cause the upstream manhole to overflow.
  - c. If the water level in the manhole at #7 Washington St is less than 60" from the MH frame to water level the resident at #7 cannot use their plumbing without backup. **If there are excessive conditions unable to be mitigated the residents at #7 will need to be notified of the potential of their wastewater not being able to discharge to the receiving sanitary sewer due to excessive flows.**
  - d. This process will need to be adjusted and checked frequently. Check the downstream manholes or post an operator at the manholes as needed until the flow is controlled.
6. Periodically, during the high flow event, check the manholes on Washington St and downstream (Creamery Row) for proper flow. Look for suspected backups that may be line blockages.
7. Have signs available for posting and lime available for spreading (after the overflow stops) at an overflow location. (premade and laminated signs shall be in inventory)
8. Follow the Standard Operating Procedures as outlined previously in this document.
9. If an event occurs after hours and the on call Operator requires assistance to maintain this policy he must notify his immediate supervisor, Assistant Director and Director in this order until he is able to contact one of them.

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~~Deleted: Pending predicted significant precipitation release flow at the W WWTP to create storage capacity (this would be for extended rain events or abnormal precipitation). ¶  
Turn valves to bypass the EWWTP Filter ¶  
Place backhoe bucket on floating weir at the EWWTP before flows increase. ¶  
Regulate the flow to both plants at the CBPS. ¶  
Start with and try to maintain 500gpm to EWWTP and 350 gpm to WWTP. ¶  
Adjust flow as needed while preventing overflow at Creamery Row. ¶  
Turn the valve ahead of CBPS closed up to 5 turns to limit the overflow to the upstream manhole if flows cannot be maintained at this rate or a rate that does not cause overflows downstream. ¶  
If the water level in the manhole at #7 Washington St is less than 60" from the MH frame to water level the resident at #7 cannot use their plumbing without backup. ¶  
**If there are excessive conditions unable to be mitigated the residents at #7 will need to be notified of the potential of their wastewater not being able to discharge to the receiving sanitary sewer due to excessive flows. ¶**  
This process will need to be adjusted and checked frequently. ¶  
Check the downstream manholes or post an operator at the manholes as needed until the flow is controlled. ¶~~

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**ORDINANCE NO. 19-03-01**

**AN ORDINANCE TO REPEAL TITLE 15, CHAPTER 15.08 OF THE MIDDLETOWN MUNICIPAL CODE; TO ENACT TITLE 8, CHAPTER 8.24 PERTAINING TO UNSAFE BUILDINGS; TO STATE THE PURPOSE AND SCOPE OF CHAPTER 8.24; TO DEFINE CERTAIN TERMS; TO PROHIBIT THE MAINTENANCE OF UNSAFE BUILDINGS IN THE TOWN OF MIDDLETOWN; TO ESTABLISH PROCEDURES FOR ISSUING VIOLATION NOTICES, ABATEMENT ORDERS AND CONDUCTING APPEAL HEARINGS; TO ESTABLISH PENALTIES FOR THE VIOLATION OF THE ORDINANCE; TO AUTHORIZE WAIVERS OR OTHER RELIEF IN CASES OF NEW OWNERS, CONTRACT PURCHASERS AND CASES WHERE GOOD CAUSE IS SHOWN.**

**SECTION I. BE IT ORDAINED AND ENACTED** by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 15, Chapter 15.08 of the Middletown Municipal Code be, and it hereby is, **REPEALED**:

**SECTION II. BE IT FURTHER ORDAINED AND ENACTED** by the Burgess and Commissioners of the Town of Middletown, Maryland that the following be enacted as Title 8 – Health and Safety, Chapter 8.24 of the Middletown Municipal Code:

**TITLE 8 – Health and Safety**

**CHAPTER 8.24 – Unsafe Properties**

**§8.24.010 – Purpose**

The Burgess and Commissioners find that buildings and other structures within the Town which have been neglected or abandoned, have deteriorated or have been damaged can constitute a hazard to the health and safety of owners of the property or others in the vicinity of the property, can decrease property values, can cause property damage and negatively impact the general welfare of the community at large. The purpose of this Chapter is to prevent and alleviate such hazardous structures and to provide for the remediation of such structures.

§8.24.020 – Scope

A. Except as provided in sub-section B., the provisions of this Chapter shall be applicable to any building located on public or private property within the Town of Middletown.

B. The provisions of this Chapter are not applicable to any building for a period of ninety (90) days after an application for a site plan or zoning certificate has been submitted to the Town for the purpose of making improvements to the building.

§8.24.030 – Definitions

In this Chapter, the following terms shall have the meanings indicated:

“Building” – Any assembly of materials forming a construction or structure for occupancy or use including, among other things, houses, dwellings, garages, sheds, out-buildings, barns, shops, stores, warehouses, fences, walls, driveways, swimming pools, poles, signs, parking lots and any structure of any kind, or any part thereof.

“Unsafe Building or Structure” – Any building which:

- A. Poses an unreasonable risk to the health, safety and welfare of the owner, occupant or invitee of the building or to others who may be in the vicinity of the building or which poses an unreasonable risk of property damage; or
- B. Is no longer habitable or useful for the purpose for which it was originally intended because of fire, wind, flood, or other natural cause, neglect, vandalism or physical deterioration; or
- C. Is partially completed and which is not under construction pursuant to an existing, valid building permit issued by or under the authority of the Town of Middletown; or

- D. Is not structurally sound, weathertight, waterproof or vermin proof; or
- E. 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
- F. 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; or
- G. In the case of parking lots and driveways, 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 or which deterioration has progressed to the point that a commercial business operating in such structures or on surrounding properties has been or is likely to be adversely affected.

#### §8.24.040 – Duty of Owner or Occupant

Every owner, occupant, tenant, agent or other person in control of any building (collectively, in this Chapter, “owner”) has a duty to maintain that building so as to prevent it from becoming an unsafe building. No owner, occupant, tenant, agent or other person in control of any building shall allow, maintain or cause to be maintained an unsafe building.

#### §8.24.050 - Enforcement

A. This Chapter may be enforced by the Burgess and Commissioners or such of its officer(s) that it designates, including, but not limited to the Zoning Administrator or the Town Administrator.

B. Any designated enforcement officer may enter onto property to determine if an unsafe building exists on the property if the enforcement officer has an articulable basis for believing an unsafe building exists on the property; provided, however, that no such enforcement officer shall be entitled to enter into the interior of any enclosed building on the property.

C. Upon determining that an unsafe building exists on any property, the Town shall provide written notice of the violation to the owner of the property or unsafe building. The notice shall identify the location and nature of the unsafe building and shall order the owner to repair the unsafe building or take other measures to abate the condition within a reasonable time, which time shall not be less than thirty (30) days from the date of the notice and order. The notice and order shall include the advice that the owner may request a hearing to contest the violation before the Board of Commissioners as provided in this section.

D. The notice and order shall be delivered personally to the owner of the property or 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 notice to all owners of the property.

E. An owner of property for which a notice of an unsafe building and an order to abate the violation has been issued may contest the notice and order by requesting a hearing

before the Burgess and Commissioners. Such request must be submitted to the Town Administrator no later than ten (10) days from either the date on which the notice and order were served on the owner or on which the property was posted with the notice and order. The hearing shall be held no later than thirty (30) days from the date the request for hearing is received by the Town. At the hearing, the owner shall be entitled to question any witnesses against the owner, present any relevant and material evidence the owner deems appropriate, and may be represented by counsel. At the conclusion of the hearing, the Burgess and Commissioners may affirm or modify the order to abate the condition, may overrule the notice and order, or may make any other determination which it deems appropriate to the circumstances. The owner may request judicial review of the decision of the Burgess and Commissioners by filing a Petition for Judicial Review in the Circuit Court for Frederick County pursuant to Title 7, Chapter 200 of the Maryland Rules.

F. If the owner fails to timely request a hearing before the Burgess and Commissioners and fails to abate the unsafe condition within the time period stated in the notice and order, or if the property owner fails to abate the unsafe condition within the time period established by the Burgess and Commissioners after a hearing or within the time period established by the Court after judicial review, 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.

#### §8.24.060 - Penalties

Any person who allows, maintains or causes to maintain an unsafe building is guilty of a municipal infraction which is punishable by a fine of One Hundred Dollars (\$100.00) per day. Each day an infraction continues shall be a separate infraction. Nothing contained herein shall preclude the Town from seeking any other remedy it may have at law or in equity, including, but not limited to, injunctive relief.

#### §8.24.070 - Contract Purchasers and New Owners

A contract purchaser or new owner of a property on which an unsafe building is located may seek relief from the requirements of this Chapter by applying to the Town for a waiver of these requirements or a waiver of any fines or liens already imposed. The application for a waiver shall include the address of the property, the date of any contract to buy, the expected date on which settlement on the transfer of title will occur, or, if settlement has already occurred, the date of such settlement, and the proposed plan to repair, remediate or abate the conditions of the unsafe building. If the Burgess and Commissioners accept the application for a waiver, the owner shall enter into a written agreement with the Town which shall provide for the repair, remediation or abatement of the unsafe building conditions within six (6) months from either the date of the settlement on the transfer of title or the date of the agreement, whichever is earlier. The agreement shall also provide that the waiver of fines, release of liens or other relief from the requirements of this Chapter shall only become effective upon timely completion of the remediation efforts and approval of such efforts by the Town Administrator or the Zoning Administrator. The Town may grant an extension of the six-month time period if it appears that

the owner has been pursuing remediation efforts diligently and in good faith and there is a likelihood of completion in the then-near future. Such extensions may be granted or denied in the sole discretion of the Burgess and Commissioners.

§8.24.080 - Hardship waivers

The Burgess and Commissioners may grant relief from the requirements of this Chapter upon a showing of good cause. An owner seeking relief under this section may make written application to the Town stating the nature of the violation from which relief is sought, the nature of the good cause, the specific relief sought, and the owner’s plan to address the violation. As used in this section, and by way of example only, “good cause” includes, but is not limited to, disability or other medical condition which precludes an owner from addressing the violation or financial hardship. The grant of relief under this section is wholly discretionary on the part of the Burgess and Commissioners.

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

**INTRODUCED ON THE 25<sup>th</sup> DAY OF MARCH, 2019**

**PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

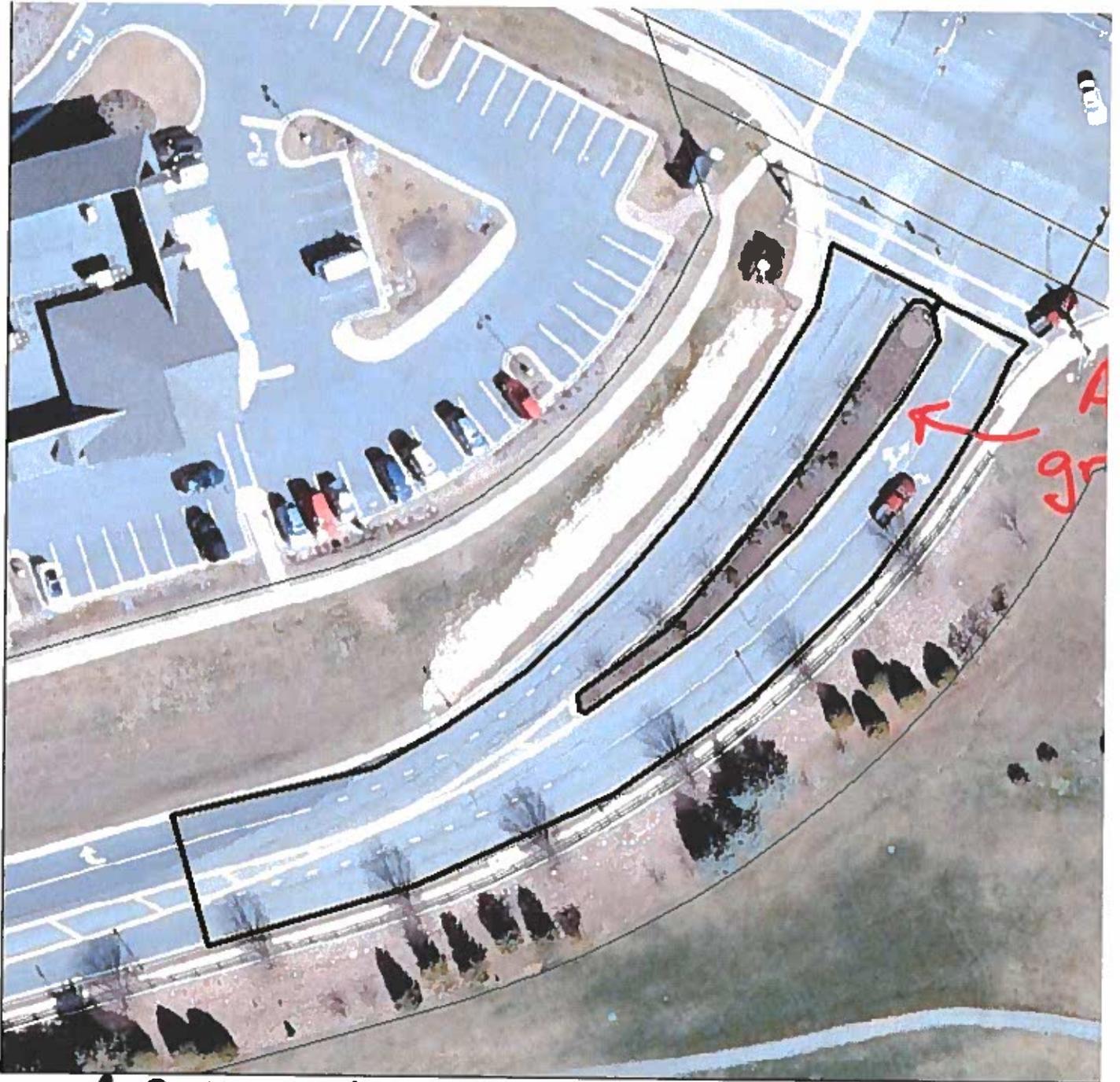
**EFFECTIVE DATE: \_\_\_\_\_, 2019**

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

\_\_\_\_\_  
Andrew J. Bowen, Town Administrator

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



Est Price = \$25,000.00

Paving = 215

Grind 1752  $\pi$  3<sup>00</sup>/sy = \$5256.00 M

Bruce Carbaugh

Town of Middletown  
Director of Public Works

Sent from my iPad

# FREDERICK COUNTY SHERIFF'S OFFICE

**HEADQUARTERS  
FREDERICK COUNTY LAW  
ENFORCEMENT CENTER**

110 Airport Drive East  
Frederick, Md. 21701  
301-600-1046  
301-600-1527 (Fax)  
301-600-7655 (TTY)

**JUDICIAL OPERATIONS**

100 W. Patrick Street  
Frederick, Md. 21701  
301-600-2162  
301-600-3690 (Fax)



**CHARLES A. JENKINS**  
SHERIFF

**DETENTION CENTER/  
CENTRAL BOOKING**  
7300 Marcie's Choice Lane  
Frederick, Md. 21704  
301-600-2550 (D.C.)  
301-600-2566 (D.C. Fax)  
301-600-1790 (C.B.)  
301-600-1791 (C.B. Fax)

**WORK RELEASE CENTER**  
7281 Marcie's Choice Lane  
Frederick, Md. 21704  
301-600-1727  
301-600-3404 (Fax)

**RECEIVED**

APR 16 2019

RW/rw  
April 8, 2019

TOWN OF MIDDLETOWN MD

Mr. John D. Miller, Burgess  
Town of Middletown  
31 W. Main Street  
Middletown, Maryland 21769

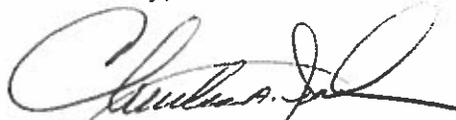
- BURGESS
- ADMINISTRATION
- PUBLIC WORKS
- PLANNING & ZONING
- WATER & SEWER

Dear Burgess Miller:

Enclosed are two copies of the FY 2020 contract between the Frederick County Sheriff's Office and the Town of Middletown. The contractual cost for FY 2020 is \$388,063, which represents a 1.5% decrease. This decrease is due to a change in personnel currently assigned to the Town of Middletown.

Please sign both copies of the contract, have them witnessed, and return them to me. Once the remaining signatures are obtained, a signed original copy will be returned to you. Should you have any questions, please feel free to call Renee Williar at 301-600-1833.

Sincerely,

  
Charles A. Jenkins  
Sheriff of Frederick County

/Enclosures (2)

# FREDERICK COUNTY SHERIFF'S OFFICE

## HEADQUARTERS FREDERICK COUNTY LAW ENFORCEMENT CENTER

110 Airport Drive East  
Frederick, Md. 21701  
301-600-1046  
301-600-1527 (Fax)  
301-600-7655 (TTY)



**CHARLES A. JENKINS**  
SHERIFF

## DETENTION CENTER/ CENTRAL BOOKING

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301-600-1790 (C.B.)  
301-600-1791 (C.B. Fax)

## JUDICIAL OPERATIONS

100 W. Patrick Street  
Frederick, Md. 21701  
301-600-2162  
301-600-3690 (Fax)

## WORK RELEASE CENTER

7281 Marcie's Choice Lane  
Frederick, Md. 21704  
301-600-1727  
301-600-3404 (Fax)

## CONTRACT FOR LAW ENFORCEMENT SERVICES

WHEREAS the Burgess and Commissioners of Middletown, an incorporated municipality of Frederick County, desire to enter into an agreement with the Sheriff of Frederick County and the Frederick County, Maryland, a body politic and corporate, for the provision of law enforcement services by the Frederick County Sheriff's Office for the Town of Middletown.

NOW THEREFORE THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Sheriff Charles A. Jenkins, Sheriff of Frederick County, hereafter referred to as the "Sheriff", Frederick County, Maryland, a body politic and corporate, hereafter referred to as the "County", and the Burgess and Town Commissioners of Middletown, an incorporated municipality located within Frederick County, in the State of Maryland, hereafter referred to as the "Municipality" agree as follows:

The Sheriff, pursuant to the rules and regulations pertaining to the provision of contract services by the Frederick County Sheriff's Office, a copy of which is attached in this agreement as Exhibit "A", and in consideration of the promises of the Municipality, does hereby detail regular assignment to the said Municipality three (3) uniformed Frederick County Sheriff's deputies.

The said uniformed deputies shall commence services as of July 1, 2019. The Sheriff, pursuant

to his authority as chief law enforcement officer for Frederick County, does hereby assign three (3) deputies to the Town of Middletown, Frederick County, in addition to the regular complement of deputies assigned law enforcement responsibilities throughout the geographic area of Frederick County.

This agreement shall cover the period from July 1, 2019 through June 30, 2020. This agreement shall be automatically renewed from year to year unless the Municipality shall give written notice to the Sheriff at least six (6) months prior to the expiration of any renewal term of its intention not to renew said agreement at the conclusion of the then current term.

In return for the assignment of said Sheriff's deputies, the Municipality hereby promises and agrees to pay an amount equal to one hundred percent (100%) of the reasonable and proper costs of the assigned deputies as determined by the Sheriff of Frederick County. The costs shall be set forth as Exhibit "B" and shall be attached hereto, and incorporated herein. For each successive year this agreement remains in force, the annual certification of costs determined by the Sheriff shall be attached hereto as the then current Exhibit "B" and shall become a part hereof.

The Sheriff retains the right to adjust operating costs to reflect those actually incurred during the course of a particular fiscal year in which the agreement is in effect, but any increase in costs will not exceed 10% of the total budget contained in Exhibit "B". The Municipality shall be notified by the Sheriff of any price escalation or de-escalation in writing as soon as possible, but in any event, no later than thirty (30) days from the time the Sheriff becomes aware of the cost fluctuation. The Sheriff may, from time to time, amend Exhibit "B" of this agreement, provided the above notification has been made and that any increase in cost will not exceed 10% of the total budget contained in Exhibit "B".

At least sixty (60) days prior to the end of the term of this agreement or any renewal hereof, the Sheriff shall estimate the reasonable and proper costs of the contracted services for the following term and shall so advise the Municipality.

In the event an increase greater than 10% is required, and the parties are unable to reach an agreement on how to fund the additional costs, either party may terminate this contract upon 30 days notice to the other party.

Payment for the current term of this agreement (one hundred percent [100%] of the reasonable and proper costs as determined by the Sheriff in accordance with Exhibit "B") shall be made by the Municipality to Frederick County on a quarterly basis when billed to the Municipality by the Frederick County. In the event that any payment due under the terms of this agreement remains unpaid for a period of thirty (30) days beyond the date when such payment is due, the Sheriff and Frederick County reserve the right to terminate this agreement, in addition to pursuing any other available remedies to obtain the amount due under this agreement.

The Municipality agrees that the operation of the contracted law enforcement services will be governed by the Sheriff's Office Rules and Regulations for the Provision of Contracted Services, a copy of which is attached hereto as Exhibit "A". The Sheriff may, from time to time, amend said regulations. Prior to amending said regulations, the Sheriff shall send a copy of the proposed amendment(s) to the Municipality at least thirty (30) days prior to their effective date, to allow the Municipality an opportunity to review and comment upon the proposed amendments to the regulation(s).

Frederick County shall provide law enforcement liability insurance to cover the provision of law enforcement services under this agreement.

This writing contains the full and final agreement between the parties and may only be amended in writing, signed by the parties and attached hereto as an amendment.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

  
\_\_\_\_\_  
Sophia Comert  
Witness

  
\_\_\_\_\_  
Charles A. Jenkins, Sheriff  
Frederick County, Maryland

ATTEST:

\_\_\_\_\_  
Rick Harcum  
Chief Administrative Officer

\_\_\_\_\_  
Jan H. Gardner, County Executive  
Frederick County, Maryland

BURGESS AND COMMISSIONERS OF  
MIDDLETOWN:

\_\_\_\_\_  
Andrew J. Bowen  
Town Administrator

\_\_\_\_\_  
John D. Miller, Burgess  
Middletown, Maryland

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2019:

\_\_\_\_\_  
County Attorney  
Frederick County, Maryland

**FREDERICK COUNTY SHERIFF'S OFFICE**  
**RULES AND REGULATIONS**  
**FOR**  
**THE PROVISION OF CONTRACT SERVICES**

1. Sheriff's deputies involved in the provision of contract services will remain under the direct control of the Frederick County Sheriff's Office. They will be supervised by the Commander of Patrol Operations or their designate. All organizational orders, regulations, and directives apply with full force to these deputies.

2. In keeping with contemporary management principles whereby no person should have more than one immediate supervisor, deputies providing contract services shall receive orders by normal communication channels through the Sheriff's Office Patrol Operations Commander or their designate. The principal executive of the contracting jurisdiction or their designate shall deal with the Patrol Operations Commander or their designate on all matters concerning the duties or performance of the deputies assigned to their community on a contract basis.

3. Matters concerning working hours shall be arranged by the Patrol Operations Commander or their designate based on the needs of the contractee, considering input from the Municipal representative and the assigned deputy.

4. Deputies providing contract services shall be in uniform at all times during regular working hours unless a specific need arises and special permission is given by the Patrol Operations Commander or their designate to work in civilian attire. The uniform of the day shall be governed by the normal Sheriff's Office policy.

5. The deputies assigned to a municipality to provide contract services shall not leave their agreed upon patrol area without the permission of the Patrol Operations Commander or their designate.

6. The Sheriff's Office will not remove deputies providing contracted services from their assigned Municipality for use on searches for missing persons, manhunts, etc., except in emergency cases. If the Sheriff, Chief Deputy, Law Enforcement Bureau Chief, Operations Division Commander, or Patrol Operations Commander deem this action as necessary, the deputies providing contract services shall be relieved to return to their assigned Municipality as soon as reasonably possible.

7. From time to time, there will be conferences, meetings, training sessions, and/or other occasions wherein the contracted deputy's presence will be required. Such events will be kept to a minimum. The contracting Municipality will be notified of such absences prior to any scheduled absence. The Sheriff's Office is not obligated to provide special coverage beyond the normal coverage afforded Frederick County during such absences.

8. If the terms of the contract specify that law enforcement services are to be limited to a patrol area, shift or certain duties, the Patrol Operations Commander or their designate and contracted deputies will be guided by those terms. If the Patrol Operations Commander or their designate has good and sufficient reasons to alter or rearrange any work conditions specified in the contract, he will obtain concurrence from the Chief Executive of the Municipality concerned.

9. Deputies who are assigned to a Municipality on a contract basis shall not direct traffic at church or school crossings without the specific approval of the Patrol Operations Commander or their designate. They will not collect

money from parking meters or otherwise attend them.

10. The Sheriff's Office is not required to provide special fill-in coverage for contracted deputies during regular leave, vacation, and short periods of sick leave (one to five days). The normal coverage afforded Frederick County will be provided by the Sheriff's Office during such absences.

11. The names of deputies assigned to Municipalities for the provision of contract services will be listed among Sheriff's Office members assigned to Patrol Operations Division with the name of the jurisdiction to which they are assigned to provide contract law enforcement services.

12. Contracted deputies will normally be expected to work a forty-hour week consisting of one shift per working day. After hours, and when on days off, calls for service will be handled by the Sheriff's Office.

13. Any other law enforcement officers working within the jurisdiction contracting with the Sheriff's Office for law enforcement services will work in cooperation with the deputies providing contract services. If these conditions exist, the contracted deputy will be advised of all law enforcement activities in his/her assigned area.

14. A Deputy assigned to provide contract services shall be required to maintain a telephone at their place of residence or possess an activated cell phone and make the phone number known to the Sheriff's Office. This will be done at the expense of the employee. Employee's current address will also be known to the Sheriff's Office. The deputy will maintain contact with the Sheriff's Office Patrol Operations supervisor while on duty. He/she will be available for recall to duty in cases of emergency on the same basis as other members of the Sheriff's Office.

15. Selection of deputies to be assigned to Municipalities for the provision of contract services shall be by the Law Enforcement Bureau Chief with recommendations from the Operations Division Commander and Patrol Operations Commander and approval of the Sheriff.

16. Deputies providing contract services shall enforce local ordinances of the contracting jurisdiction as well as state motor vehicle and criminal law.

17. Supplies, equipment, and maintenance will be obtained from the Sheriff's Office through the Operations Division. Car, radio, and other equipment repairs will be made in accordance with existing Sheriff's Office policies and procedures. A spare vehicle shall be furnished when necessary. No contracted deputy will make arrangements for any services outside the Sheriff's Office policies and procedures without approval of the Patrol Operations Commander or their designate.

18. Deputies involved in the provision of contract services for the Sheriff's Office shall retain all the rights and privileges of Sheriff's Office personnel.

19. Community deputies assigned to the town of Middletown shall be provided office space at City Hall or other appropriate location. Deputies shall not spend an undue amount of time in the office performing administrative duties.

20. Records of the activities of the Community Deputies will be maintained by the Sheriff's Office. This data will include such information as details of calls for service (type, time of day, location, response time, etc.), assistance provided, and number and types of arrests. The data will be stored in the main agency database; and will be entered so that information specific to the Community Deputies can be extracted.

Updated: April 2019

**FREDERICK COUNTY SHERIFF'S OFFICE**  
**Costs for Contract Services - FY 2020**  
**Town of Middletown**

	<u>DFC McCarrick</u>	<u>DFC Chudoba</u>	<u>DFC Hewitt- Angleberger</u>
<b>Salary &amp; Benefits:</b>			
Salary	\$66,416	\$81,304	\$83,751
Overtime (Estimate of salary plus benefits)	\$1,500	\$1,500	\$1,500
Benefits:			
FICA	\$5,196	\$6,335	\$6,522
Worker's Compensation	\$958	\$1,168	\$1,202
Health Insurance	\$17,484	\$17,484	\$0
Retirement	\$11,125	\$13,563	\$13,964
Life Insurance	\$220	\$269	\$277
Unemployment	\$51	\$51	\$51
Dental	\$60	\$60	\$60
Retiree Health Benefits	\$5,064	\$5,064	\$5,064
 <b>Motor Vehicle Operations &amp; Maintenance:</b>			
Vehicle depreciation, insurance, repairs & fuel costs	\$12,500	\$12,500	\$12,500
 <b>Equipment &amp; Supplies:</b>			
Uniforms & Equipment	\$650	\$650	\$650
Cleaning Allowance	\$450	\$450	\$450
 <b>TOTAL</b>	 \$121,674	 \$140,398	 \$125,991
 <b>TOTAL FOR THREE DEPUTIES</b>		 <b>\$388,063</b>	