



# AGENDA FOR THE TOWN MEETING

February 12, 2018

7:00 p.m.

REVISED

## PLEDGE TO THE FLAG

## CALL TO ORDER

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

## CONSENT AGENDA

- Request for Waiver of Zoning Certificate Fee – Main Street
- Request from YMCA
  - [Kids Triathlon – June 2, 2018](#)
  - [Duathlon/Triathlon – September 16, 2018](#)
- [Financial Statements](#)
- Town Meeting Minutes
  - [January 22, 2018 – Town Meeting](#)

## PERSONAL REQUESTS FOR AGENDA:

## UNFINISHED BUSINESS:

- [Memorandum Annexation – Review of Concept Plan & Scheduling Public Hearing](#)

## 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:

- [Announcement of the Nominating Convention for the 2018 Town Elections](#)
- [Sanitary Sewer Interceptor Replacement Bids](#)

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

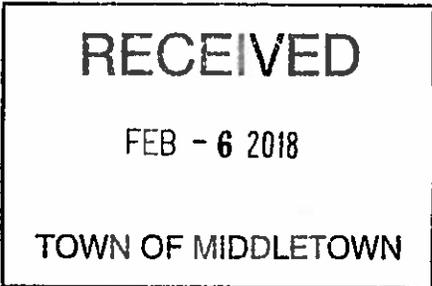
- *Nominating Convention – Tuesday, February 27, 2018 at 7:00PM at Town Office*
- *Public Hearing on Permitting Fee Schedule Increase – Thursday, March 1, 2018 at 7:00PM*

**ADJOURNMENT**

**Drew Bowen**

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**From:** Judy Couillard <jcouillard@frederickymca.org>  
**Sent:** Monday, February 5, 2018 4:46 PM  
**To:** Drew Bowen  
**Subject:** YMCA Frederick Kid's Triathlon



Dear Mr. Bowen,

For the fourth year, the Y is planning the Frederick Kid's Triathlon held at Middletown High School and Middletown Park. Thank you for giving us the opportunity to hold a youth race in an safe and controlled area without using county roads. I am delivering this year's Special Event Permit for the Kid's Triathlon for your approval on Tuesday, February 6, 2018.

Last year, Girls on the Run held their 5k race at Middletown Park on the same day. Between myself and Girls On The Run Director Bill Susa, we worked out the logistics of running two races in similar areas. Actually it ended up being beneficial because we were able to use our volunteers for both events creating a heavier presence along the bike and run routes.

This year as you are probably aware, both the Y and Girls on the Run will hold their races on the same day; June 2, 2018. We have already worked out our timing schedules where the Kid's Triathlon will begin at 7:30am and the Girls on the Run race will begin at 9:30am. This is plenty of time to maneuver two events through the park and we are confident that there will not be any issues. I just wanted you to be aware and have this information and please contact me with any questions.

Thank you for your consideration,

Judy Couillard  
**Membership/Health and Wellness Director**  
YMCA of Frederick County  
1000 North Market St.  
Frederick, MD 21701  
301-663-5131 ext. 1258  
Cell: 240-457-1105  
[JCouillard@frederickymca.org](mailto:JCouillard@frederickymca.org)

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

***Our Mission: To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all.***



# Maryland State Highway Administration Special Event Permit - Data Sheet

Event: Ymca Frederick Kid's TRIATHLON

Start Date: 6-2-2018 End Date: 6-2-2018

Start Time: 7:30 am End Time: 10:30 am

Purpose/Type: TRIATHLON

Organizer: Ymca of Frederick County

Contact Person Judy Cowillard Daytime Phone: 301-663-5131 x1258

and Address: 1000 North Market St. Evening Phone: 240-457-1105

Frederick, MD 21701 Email Address: JCowillard@frederickymca.org

No. of Participants: 200 No. of Vehicles/Units: 0 Rain/Snow Date: none

Proposed Route: \_\_\_\_\_  
(Written Description)

Will you be occupying all or part of a highway travel lane? No  Yes \_\_\_\_\_

Will you be closing all or part of a roadway? No  Yes \_\_\_\_\_

If Yes to either of the above, where? \_\_\_\_\_

Have you requested Local Police assistance? No  Yes \_\_\_\_\_ Number 23 Flagger Force

Have you requested Maryland State Police assistance? No  Yes \_\_\_\_\_ Number \_\_\_\_\_

**\* THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE \***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

DISTRICT 1 Dorchester / Somerset / Wicomico / Worcester

DISTRICT 2 Caroline / Cecil / Kent / Queen Anne's / Talbot

DISTRICT 3 Montgomery / Prince George's

DISTRICT 4 Baltimore / Harford

DISTRICT 5 Anne Arundel / Calvert / Charles / St. Mary's

DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

Map of affected routes

Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)

Other event details The bike route is designed to stay in Middletown Park, and neighborhood adjacent to school property. Does not use State Routes.

(Contact the District Office to determine what, if any, additional information will be required for your event.)

**\* Submit completed Data Sheet and Signature Sheet to SHA no later than 60 DAYS prior to your event \***  
<http://www.marylandroads.com/Index.aspx?PageId=59>



# Maryland State Highway Administration Special Event Permit - Signature Sheet

EVENT: Ymca Frederick Kids TRIATHLON

### ORGANIZER'S ACKNOWLEDGEMENT

I/We hereby affirm that the ORGANIZER of this EVENT and all PARTICIPANTS will comply with the Laws of the State of Maryland and any applicable county and municipal statutes and ordinances and will adhere to the terms and conditions set forth in this PERMIT. My/Our signature(s) below confirm that the ORGANIZER and all PARTICIPANTS agree to hold harmless from any liability, incurred by them or to others associated with this EVENT, the various governmental agencies providing assistance for this EVENT. The ORGANIZER may be required to obtain Liability and Property Damage Insurance with limits of at least \$300,000 per incident/\$1,000,000 aggregate.

ORGANIZER: Judy Couillard  
PLEASE PRINT NAME

REPRESENTATIVE: Judy Couillard  
PLEASE PRINT NAME

SIGNATURE: Judy Couillard  
PLEASE SIGN

### TERMS AND CONDITIONS

- 1) This EVENT shall adhere to the route, number of participants and vehicles (not more than 10% higher than the numbers on this Permit), date(s) and times shown on the attached \_\_\_\_\_ sheet(s).
- 2) The ORGANIZER shall ensure that the approved TRAFFIC CONTROL PLAN is followed.
- 3) In the event of winter weather during the event, SHA will require access to all State Highways for weather related operations. This may require cancellation of the event.
- 4) Immediately following the event, the ORGANIZER shall clean up all litter, temporary signs and other event materials and return the roadway to a condition equal to or better than its condition before the event.
- 5) Additional stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### AGENCY APPROVALS

Before signing and giving approval for your agency, consider the following:

- 1) Ensure you have the approval authority to sign for your agency to commit manpower and resources.
- 2) Ensure you have looked over the entire application package, including the Route Map and Traffic Control Plan. If you identify any problems, have the event organizer address them prior to signing.
- 3) If reimbursement is required, ensure you have mutually agreed upon the amount (in writing) and terms under which payment will be made.

Local Government ( \_\_\_\_\_ ): \_\_\_\_\_  
AGENCY SIGNATURE PRINTED NAME DATE

Local Government ( \_\_\_\_\_ ): \_\_\_\_\_  
AGENCY SIGNATURE PRINTED NAME DATE

Local Government ( \_\_\_\_\_ ): \_\_\_\_\_  
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: \_\_\_\_\_  
SIGNATURE PRINTED NAME DATE

State Highway Administration: \_\_\_\_\_  
SIGNATURE PRINTED NAME DATE

# Frederick Kid's Triathlon – Bike Route (1.5 miles=1 lap)



**Frederick Kid's Triathlon – Run Route .5 miles= 1 LAP**

**Categories**

- Ages 6 to 8 – ONE LAP (.5 MILE)
- Ages 9 to 10 – TWO LAPS (1.0 MILE)
- Ages 11 to 12 – THREE LAPS (1.5 MILES)
- Ages 13 TO 15 – THREE LAPS (1.5 MILES)
- Relay Teams – THREE LAPS (1.5 MILES)





# Maryland State Highway Administration Special Event Permit - Data Sheet

Event: YMCA Frederick Duathlon / TRIATHLON  
 Start Date: 9-16-2018 End Date: 9-16-2018  
 Start Time: 8:00 am End Time: 11:00 am  
 Purpose/Type: Adult Duathlon and TRIATHLON  
 Organizer: ~~Fredy~~ YMCA of Frederick County  
 Contact Person: Judy Couillard Daytime Phone: 301-663-5131 x1258  
 and Address: 1000 North Market St Evening Phone: 240-457-1105  
Frederick, MD 21701 Email Address: JCouillard@frederickymca.org  
 No. of Participants: 200 No. of Vehicles/Units: 0 Rain/Snow Date: NONE  
 Proposed Route: See Attached  
 (Written Description)

Will you be occupying all or part of a highway travel lane? No \_\_\_\_\_ Yes

Will you be closing all or part of a roadway? No  Yes \_\_\_\_\_

If Yes to either of the above, where? See attached Traffic Control Plan

Have you requested Local Police assistance?\* No \_\_\_\_\_ Yes  Number 5

Have you requested Maryland State Police assistance?\* No  Yes \_\_\_\_\_ Number \_\_\_\_\_

**\* THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE \***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

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DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

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Map of affected routes

Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)

Other event details \_\_\_\_\_

(Contact the District Office to determine what, if any, additional information will be required for your event.)

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\_\_\_\_\_  
\_\_\_\_\_

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AGENCY SIGNATURE PRINTED NAME DATE

Local Government ( \_\_\_\_\_ ): \_\_\_\_\_  
AGENCY SIGNATURE PRINTED NAME DATE

Local Government ( \_\_\_\_\_ ): \_\_\_\_\_  
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: \_\_\_\_\_  
SIGNATURE PRINTED NAME DATE

State Highway Administration: \_\_\_\_\_  
SIGNATURE PRINTED NAME DATE

**YMCA OF FREDERICK COUNTY-WOMEN'S TRIATHLON**

**Bike Course-10 miles**

Start in the parking lot at Middletown High School  
Take Schoolhouse Drive to East Green Street  
Turn Right on East Green Street and follow to Route 17  
Turn Right on 17 and follow to Harmony Road  
Turn Right on Harmony Road and follow to Route 40  
Turn Right on Route 40 and follow to Hollow Road  
Turn Right on Hollow Road and follow to Alternate 40  
Turn Right on Alternate 40 and follow to Conebranch Drive  
Turn Right on Conebranch Drive  
Take first left off of Conebranch Drive onto East Green Street to Schoolhouse Drive  
Turn Right onto Schoolhouse Drive and follow back to Middletown High parking lot

**Run Course-3.1 miles**

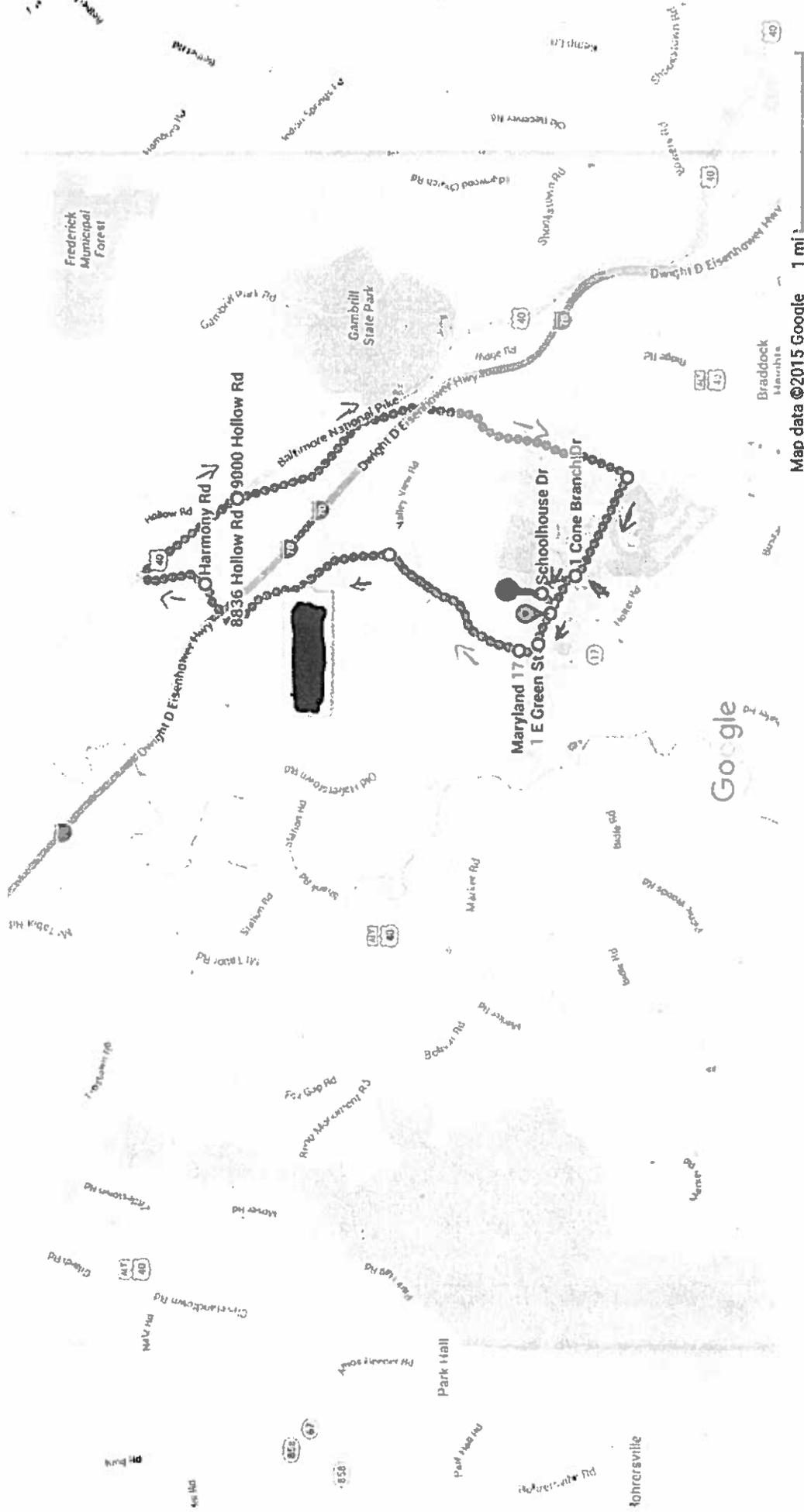
Run course will be mainly in Middletown Park  
Start in Middletown High parking lot  
Exit parking lot and follow to the entrance of Middletown Park adjacent to school grounds  
Loop through the park and back through high school parking lot

# BIKE ROUTE

Go  Maps

Schoolhouse Dr, Middletown, MD 21769 to E Green St, Middletown, MD 21769

Walk 13.0 miles, 4 h 20 min



 via MD-17 N/Myersville Rd

4 h 20 min

13.0 miles

Show terrain

Details

TRAFFIC CONTROL PLAN

YOWA WOMEN'S TRI

10-MILE BIKE COURSE

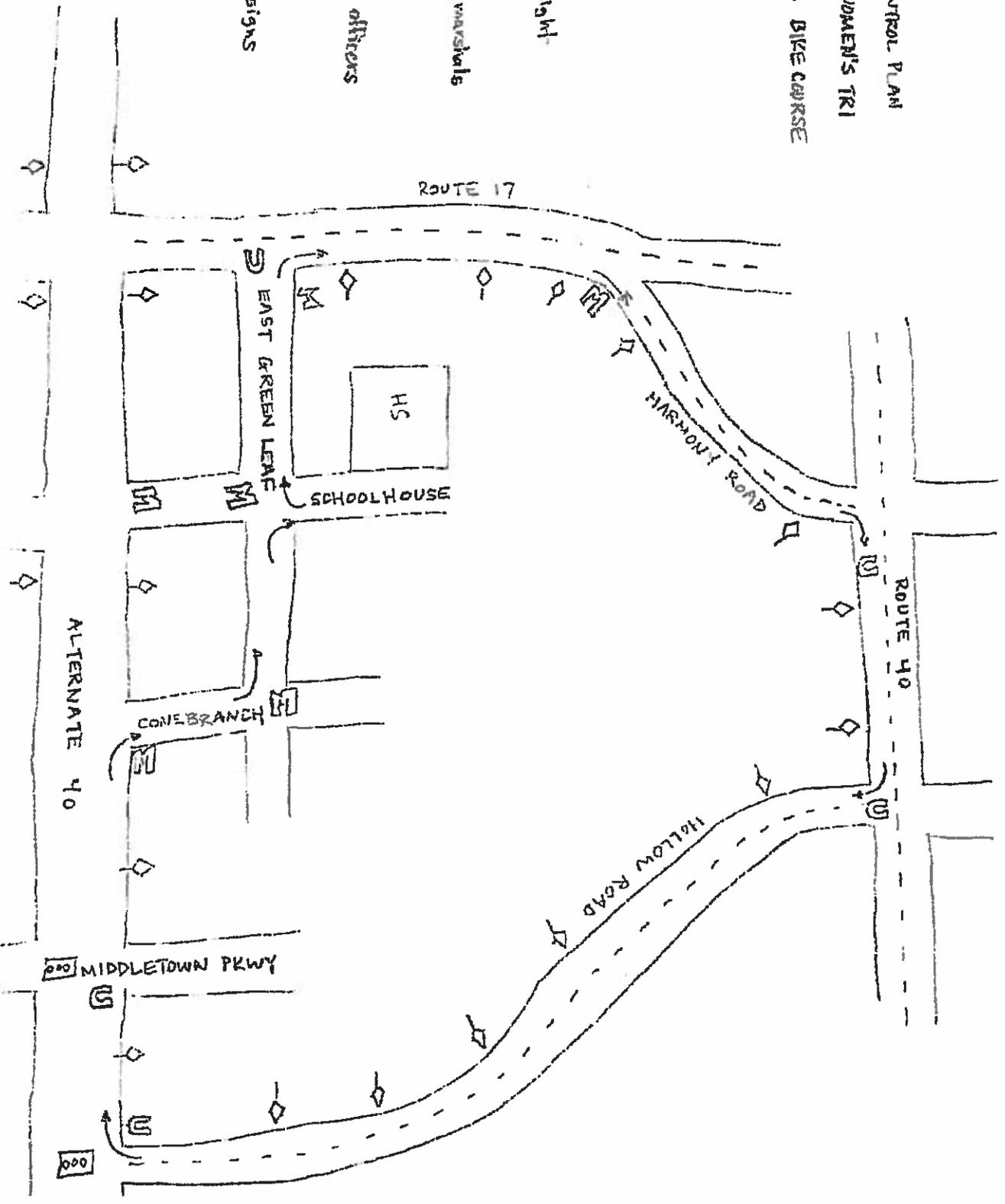
LEGEND

[Symbol] = traffic light

[M] = course marshals

[U] = uniform officers

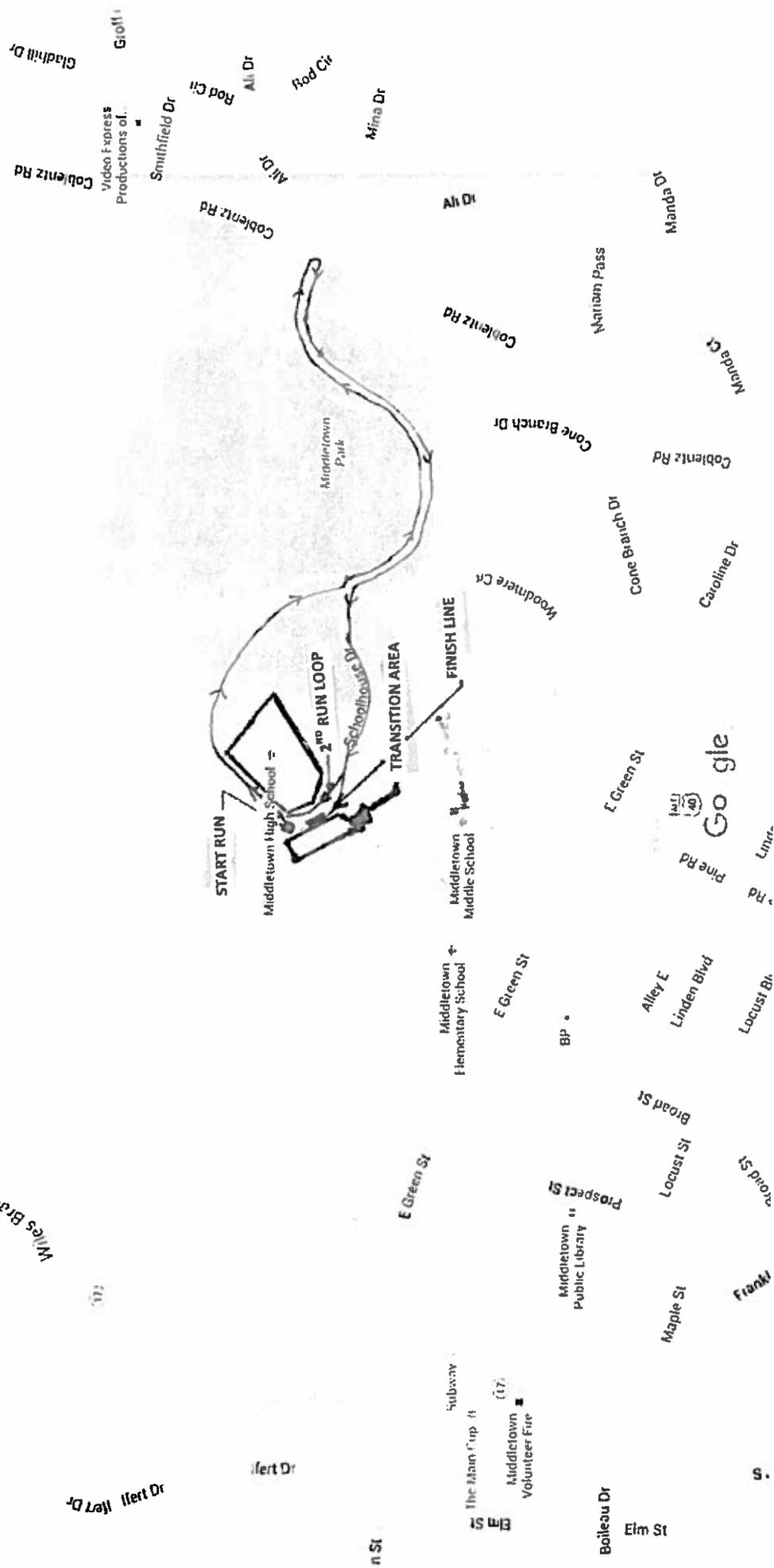
[Symbol] = caution signs



# RUN ROUTE (2 LOOPS)

Google Maps Google Maps

Wiles Branch



Map data ©2015 Google 500 ft

**RUN ROUTE  
(2 Loops)**

**MIDDLETOWN COMMUNITY PARK**

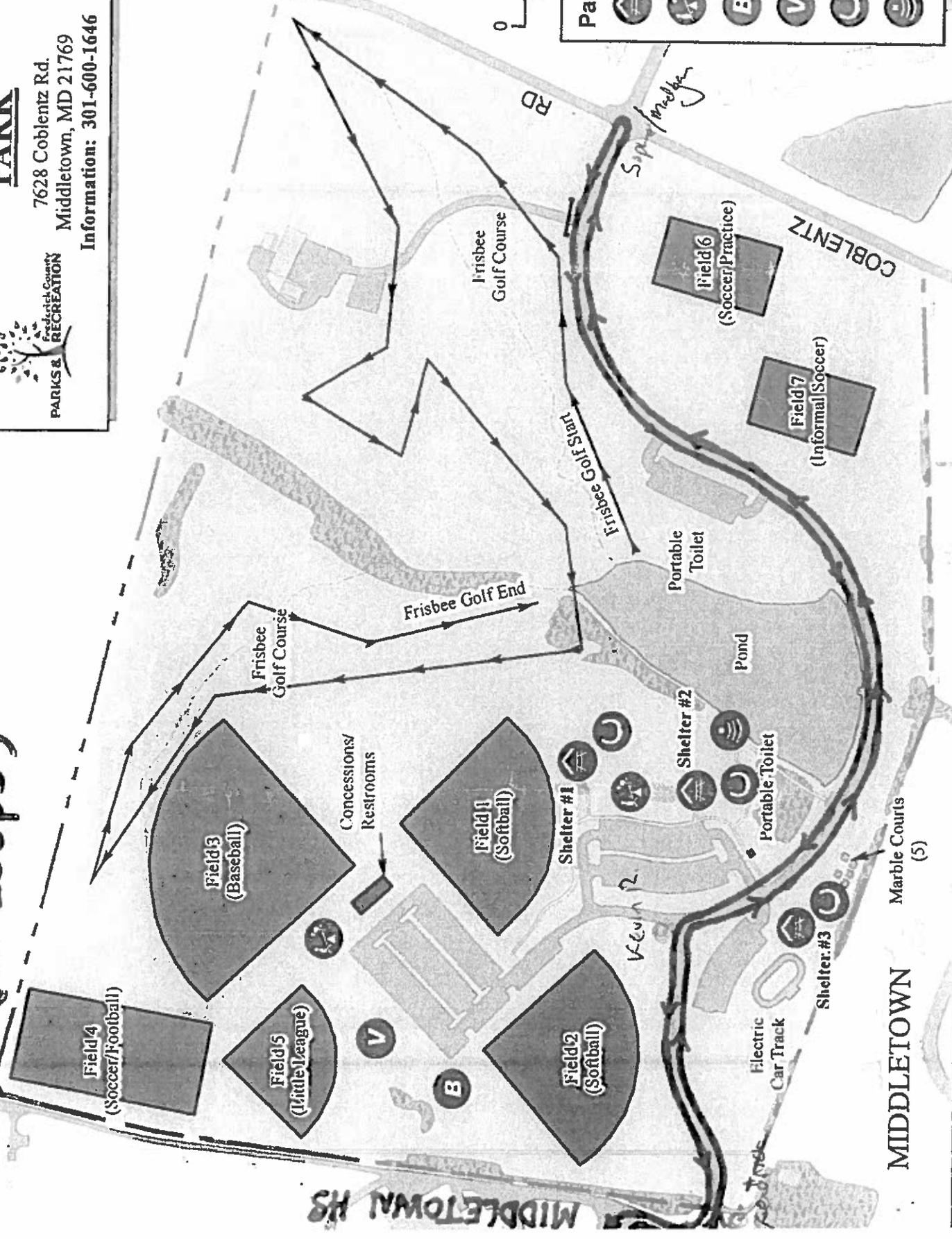
7628 Coblenz Rd.  
Middletown, MD 21769  
Information: 301-600-1646

**PARKS & RECREATION**  
Frederick County




**Park Features**

- Shelter
- Playground
- Basketball
- Volleyball
- Horseshoes
- Amphitheater



MIDDLETOWN

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
<b><u>LOCAL TAX</u></b>			
Real Property	\$ 1,253,427	\$ 1,218,078	\$ (35,349)
Tangible Personal Property	38,248	43,006	4,758
Public Utilities	9,827		(9,827)
Franchise (Cable)	50,615	29,530	(21,085)
Penalties & Interest	<u>10,544</u>		<u>(10,544)</u>
	\$ 1,362,661	\$ 1,290,614	\$ (72,047)
<b><u>STATE SHARED TAX</u></b>			
Admission & Amusement	\$ 21,526	\$ 17,474	\$ (4,052)
Highway Gasoline & Licenses	<u>160,606</u>	<u>130,174</u>	<u>(30,432)</u>
	\$ 182,132	\$ 147,648	\$ (34,484)
<b><u>COUNTY SHARED TAX</u></b>			
Income Taxes	\$ 896,179	\$ 405,589	\$ (490,590)
Tax Equity Grant	<u>610,423</u>	<u>457,818</u>	<u>(152,605)</u>
	\$ 1,506,602	\$ 863,407	\$ (643,195)
<b><u>LICENSES AND PERMITS</u></b>			
Business / Traders	\$ 4,900	\$ 930	\$ (3,970)
Planning / Zoning Fees	<u>27,950</u>	<u>6,275</u>	<u>(21,675)</u>
	\$ 32,850	\$ 7,205	\$ (25,645)
<b><u>PARKS AND RECREATION</u></b>			
Pavillion Fees	<u>\$ 3,158</u>	<u>\$ 1,812</u>	<u>\$ (1,346)</u>
	\$ 3,158	\$ 1,812	\$ (1,346)
<b><u>POLICE PROTECTION</u></b>			
State Grant	<u>\$ 26,187</u>	<u>\$ 13,117</u>	<u>\$ (13,070)</u>
	\$ 26,187	\$ 13,117	\$ (13,070)
<b><u>MISCELLANEOUS</u></b>			
Bank Shares Grant	\$ 2,500	\$ 1,491	\$ (1,009)
Miscellaneous & Donations	<u>473</u>	<u>473</u>	<u>473</u>
	\$ 2,500	\$ 1,964	\$ (536)
<b>OPERATING REVENUES</b>	<b>\$ 3,116,090</b>	<b>\$ 2,325,767</b>	<b>\$ (790,323)</b>
State Grants & Interest	\$ 78,703	\$ 9,576	\$ (69,127)
<b>TOTAL REVENUE</b>	<b>\$ 3,194,793</b>	<b>\$ 2,335,343</b>	<b>\$ (859,450)</b>

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>EXPENDITURES</u></b>			
<b><u>LEGISLATIVE</u></b>			
Commissioner's Salary	\$ 16,500	\$ 7,600	\$ (8,900)
Communications	9,480	2,448	(7,032)
Dues & Subscriptions	7,400	6,486	(914)
Office Supplies & Exp	7,500	5,403	(2,097)
Advertising	2,500		(2,500)
Meetings & Conventions	<u>15,000</u>	<u>3,699</u>	<u>(11,301)</u>
	\$ 58,380	\$ 25,636	\$ (32,744)
<b><u>EXECUTIVE</u></b>			
Burgess Salary	<u>\$ 10,200</u>	<u>\$ 5,100</u>	<u>\$ (5,100)</u>
	\$ 10,200	\$ 5,100	\$ (5,100)
<b><u>ELECTION</u></b>			
Clerk Fees	\$ 450		\$ (450)
Other Administrative Expenses	<u>250</u>		<u>(250)</u>
	\$ 700		\$ (700)
<b><u>GENERAL SERVICES</u></b>			
<b><u>ADMINISTRATION</u></b>			
Administrative Salary	\$ 254,512	\$ 155,830	\$ (98,682)
Postage & Printing	200	7	(193)
Communications	7,205	5,814	(1,391)
Computer Expenses	29,512	41,771	12,259
Office Supplies & Exp	27,953	20,242	(7,711)
Office Maintenance	29,600	17,386	(12,214)
Dues & Subscriptions	150		(150)
Professional Services	4,600		(4,600)
Meetings & Conventions	100	4	(96)
Water and Sewer Grant			
	<u>\$ 353,832</u>	<u>\$ 241,054</u>	<u>\$ (112,778)</u>
<b><u>OPERATIONS</u></b>			
Operations Salary	\$ 231,766	\$ 148,784	\$ (82,982)
Communications	9,000	5,037	(3,963)
Supplies & Expenses	17,960	15,121	(2,839)
Dues & Meetings		416	416
Maintenance & Repairs	28,173	11,140	(17,033)
Tools & Equipment	<u>2,544</u>	<u>3,400</u>	<u>856</u>
	\$ 289,443	\$ 183,898	\$ (105,545)
<b><u>PROFESSIONAL SERVICES</u></b>			
Independent Accounting	\$ 16,000	\$ 13,000	\$ (3,000)

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Legal - Development		\$ 1,444	\$ 1,444
Legal - Ordinances	7,388	3,534	(3,854)
	\$ 23,388	\$ 17,978	\$ (5,410)
 <b><u>PLANNING &amp; ZONING</u></b>			
Salary & Fees	\$ 51,797	\$ 28,867	\$ (22,930)
Other Expenses	1,778	1,471	(307)
	\$ 53,575	\$ 30,338	\$ (23,237)
 <b><u>MAIN STREET PROGRAM</u></b>			
Manager Salary	\$ 45,482	\$ 25,229	\$ (20,253)
Town Contribution	10,000	11,371	1,371
	\$ 55,482	\$ 36,600	\$ (18,882)
 <b><u>PUBLIC SAFETY</u></b>			
Fire Dept. Donation	\$ 20,000	\$ 20,000	
School Crossing Guards	16,338	7,239	(9,099)
Community Deputy Program	385,232	194,685	(190,547)
	\$ 421,570	\$ 221,924	\$ (199,646)
 <b><u>SANITATION &amp; WASTE REMOVAL</u></b>			
Resident Trash & Yard Waste	\$ 271,796	\$ 156,963	\$ (114,833)
 <b><u>RECREATION AND CULTURE</u></b>			
Park Salary	45,030	18,664	(26,366)
Park Electric	1,175	1,205	30
Remsberg Park Electric			
Maintenance & Repairs	37,490	14,981	(22,509)
Mowing	32,319	15,911	(16,408)
Remsberg Park - Interest	7,906	5,656	(2,250)
Remsberg Park - Principal	115,643	76,710	(38,933)
	\$ 239,563	\$ 133,127	\$ (106,436)

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>HIGHWAYS AND STREETS</u></b>			
Salary	\$ 71,266	\$ 48,936	\$ (22,330)
Street Lighting	203,160	86,281	(116,879)
Storm Water Management	7,800	2,000	(5,800)
Snow Removal	83,100	8,394	(74,706)
Repairs & Resurfacing	92,000	13,054	(78,946)
Signs	12,400	5,649	(6,751)
Truck Repair & Operation	42,600	8,117	(34,483)
Equipment Repairs & Ops	26,675	9,444	(17,231)
Mowing	33,440	22,504	(10,936)
Interest	59,874	2,972	(56,902)
West Green St - Principal	<u>79,300</u>	<u>65,960</u>	<u>(13,340)</u>
	\$ 711,615	\$ 273,311	\$ (438,304)
<b><u>OTHER EXPENSES</u></b>			
MT Historical Society - CIP	\$ 5,000	\$ 5,000	
Donations	100		(100)
Travel - Mileage	2,732	528	(2,204)
Community Events	33,140	49,699	16,559
Payroll Taxes	58,923	32,031	(26,892)
Insurance - Property	14,445	7,567	(6,878)
Insurance - Employee	136,214	117,294	(18,920)
Retirement/Pension	68,184	50,662	(17,522)
Web Page & Directory	3,890	1,879	(2,011)
Real Estate Taxes	800	1,679	879
Other	<u>3,500</u>	<u>2,174</u>	<u>(1,326)</u>
	\$ 326,928	\$ 268,513	\$ (58,415)
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,816,472</b>	<b>\$ 1,594,442</b>	<b>\$ (1,222,030)</b>
<b>INCOME (LOSS) Exc. Cash Reserves</b>	<b>\$ 378,321</b>	<b>\$ 740,901</b>	<b>\$ 362,580</b>
<b>CASH RESERVES</b>	<b>\$ 881,203</b>	<b>\$ 595,061</b>	<b>\$ (286,142)</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 1,259,524</b>	<b>\$ 1,335,962</b>	<b>\$ 76,438</b>

Town of Middletown  
**CIP Funds & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b>OPERATING REVENUE</b>			
Revenue	\$ 3,116,090	\$ 2,325,767	\$ (790,323)
<b>OPERATING EXPENSES</b>			
Expenses	2,816,472	1,594,442	(1,222,030)
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 299,618</b>	<b>\$ 731,325</b>	<b>\$ 431,707</b>
<b><u>OTHER FUND</u></b>			
POS - Development	\$ 76,500	\$ 993	\$ (75,507)
Community Legacy Grants	64,000		(64,000)
RETAINED EARNINGS	353,739		(353,739)
Interest	2,203	8,583	6,380
Improvement Fees	<u>241,500</u>	<u>97,000</u>	<u>(144,500)</u>
<b>TOTAL OTHER FUNDS</b>	<b>\$ 737,942</b>	<b>\$ 106,576</b>	<b>\$ (631,366)</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 1,037,560</b>	<b>\$ 837,901</b>	<b>\$ (199,659)</b>
<b><u>CIP PROJECTS &amp; PURCHASES</u></b>			
SHA Streetscape Lighting	\$ 175,000	\$ 38,958	\$ (136,042)
Locust Blvd & Court Road Reconst	207,500	491,642	284,142
Lombardy Court - Selective Patch	125,000		(125,000)
Washington Street Retaining Wall	10,000		(10,000)
Young Branch Dr Mill and Overlay	130,000		(130,000)
Foxfield Swale Reconstruction	15,000	2,900	(12,100)
Maintenance Shop Expansion	75,000	3,170	(71,830)
Pedestrian Safety Improvements	75,000	26,274	(48,726)
Wayfinding Signs	8,750		(8,750)
Remsberg Park Walking Trail and	87,000	13,333	(73,667)
Remsberg Park Precast Bathroom	40,000		(40,000)
Memorial Park Playground Replace	36,000	56,499	20,499
Heritage Park (MVB Property)	31,883		(31,883)
Heritage Museum	39,000	17,883	(21,117)
Befco Slit Seeder	8,000		(8,000)
Municipal HVAC Replacement	30,000		(30,000)
Municipal Boiler Replacement	35,000		(35,000)
IT Lease - Computers, Servers, P	37,000	6,538	(30,462)
GMC Truck Body Replacement	<u>17,204</u>	<u>19,940</u>	<u>2,736</u>
	<b>\$ 1,182,337</b>	<b>\$ 677,137</b>	<b>\$ (505,200)</b>
<b>OPERATING &amp; CIP SURPLUS (DEFICIT)</b>	<b>\$ (144,777)</b>	<b>\$ 160,764</b>	<b>\$ 305,541</b>

Town of Middletown  
 CIP Funds & Expenditures  
 General Fund  
 Fiscal Year 2017  
 For the 7 Months Ended January 31, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Cash Reserves	\$ 881,203	\$ 399,461	\$ (481,742)
<b>TOTAL CASH SURPLUS</b>	<u><u>\$ 736,426</u></u>	<u><u>\$ 560,225</u></u>	<u><u>\$ (176,201)</u></u>

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 7 Months Ended January 31, 2018**

	<b>ANNUAL BUDGET</b>	<b>YTD ACTUAL</b>	<b>OVER (UNDER) BUDGET</b>
<b>REVENUE</b>			
Water Revenue	\$ 608,726	\$ 322,623	\$ (286,103)
Sewer Revenue	603,153	315,788	(287,365)
Penalties/Reconnects	15,252	10,881	(4,371)
Rain Barrel Sales	1,000		(1,000)
General Fund Grant/Misc			
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 1,228,131</b>	<b>\$ 649,292</b>	<b>\$ (578,839)</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE</b>			
Office Salaries	\$ 48,827	\$ 16,703	\$ (32,124)
Communications	11,742	6,564	(5,178)
Postage	9,503	8,013	(1,490)
Office Supplies/Expense	15,712	9,665	(6,047)
Legal - Other	2,000		(2,000)
Meetings & Seminars	2,500	250	(2,250)
Advertising	500	498	(2)
Uniforms	3,925	3,180	(745)
Dues/Subscrip/Certifications	500	255	(245)
Travel	200	15	(185)
Payroll Taxes	27,798	13,357	(14,441)
Insurance - Prop. & Liability	10,215	4,928	(5,287)
Insurance - Workers Comp	8,980	4,547	(4,433)
Insurance - Health	53,324	29,516	(23,808)
Retirement/Pension	29,230	22,170	(7,060)
Real Estate Taxes	292	292	
Rain Barrel/Educational Programs	2,000		(2,000)
I & I Loan Principal and Interest	33,099	32,497	(602)
Sub-Total	\$ 260,347	\$ 152,450	\$ (107,897)
<b>Vehicles &amp; Equipment</b>			
2016 Truck (Pearl)	\$ 2,280	\$ 70	\$ (2,210)
2008 Truck	2,280	318	(1,962)
2012 Truck (Miller)	2,280	148	(2,132)
2013 Truck (Whitney)	2,280	1,569	(711)
2015 Meter Van (Hightman)	2,280	808	(1,472)
Misc Equipment	3,000	1,764	(1,236)
Bobcat Mini-Excavator	3,000	58	(2,942)
Case Backhoe	3,000	609	(2,391)
Sub-Total	\$ 20,400	\$ 5,344	\$ (15,056)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 7 Months Ended January 31, 2018**

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
<b>WATER</b>			
Salaries	\$ 175,294	\$ 105,262	\$ (70,032)
<b>Water Distribution System</b>			
Supplies	5,500	3,188	(2,312)
Repairs & Maintenance	18,900	27,641	8,741
Water Line Break Repairs	5,000	1,435	(3,565)
Chemicals	500		(500)
Tools & Equipment	4,105		(4,105)
Sub-Total	\$ 34,005	\$ 32,264	\$ (1,741)
<b>Water Plant/Reservoir/Booster/Tower/BS Wellhouse</b>			
Electric	\$ 23,816	\$ 19,581	\$ (4,235)
Supplies	2,000	1,248	(752)
Repairs & Maintenance	66,700	12,650	(54,050)
Chemicals	9,199	8,425	(774)
Tools & Equipment	2,053		(2,053)
Testing & Analysis	14,400	4,153	(10,247)
Sub-Total	\$ 118,168	\$ 46,057	\$ (72,111)
Abandoned Well Costs			
<b>TOTAL WATER EXPENSES</b>	<b>\$ 327,467</b>	<b>\$ 183,583</b>	<b>\$ (143,884)</b>
<b>SEWER</b>			
Salaries	\$ 134,998	\$ 85,621	\$ (49,377)
<b>Sewer Collection System</b>			
Cone Branch PS	18,500	9,139	(9,361)
Brookridge South PS	10,779	1,478	(9,301)
Foxfield PS	6,500	1,981	(4,519)
Sanitary Sewerlines & Manholes	25,000	5,104	(19,896)
I & I Accrual	75,000	43,750	(31,250)
Sub-Total	\$ 135,779	\$ 61,452	\$ (74,327)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 7 Months Ended January 31, 2018**

	<b>ANNUAL BUDGET</b>	<b>YTD ACTUAL</b>	<b>OVER (UNDER) BUDGET</b>
<b>Wastewater Treatment Plants</b>			
<b>East Wastewater Treatment Plant</b>			
Electric	\$ 25,327	\$ 39,274	\$ 13,947
Supplies	6,352	1,714	(4,638)
Repairs & Maintenance	16,600	6,749	(9,851)
Chemicals	33,725	25,553	(8,172)
Tools & Equipment	6,090	122	(5,968)
Testing & Analysis	34,187	12,232	(21,955)
Sludge Hauling Expense	61,800	28,066	(33,734)
Sub-Total	\$ 184,081	\$ 113,710	\$ (70,371)
<b>West Wastewater Treatment Plant</b>			
Electric	\$ 17,010	\$ 5,857	\$ (11,153)
Supplies	2,500	935	(1,565)
Repairs & Maintenance	2,000	1,153	(847)
Chemicals	47,949	29,188	(18,761)
Tools & Equipment	2,510	70	(2,440)
Testing & Analysis	11,649	4,496	(7,153)
Sludge Hauling Expense	22,650	10,063	(12,587)
Sub-Total	\$ 106,268	\$ 51,762	\$ (54,506)
<b>TOTAL SEWER EXPENSES</b>	<b>\$ 561,126</b>	<b>\$ 312,545</b>	<b>\$ (248,581)</b>
<b>TOTAL WATER/SEWER EXPENSES</b>	<b>\$ 1,169,340</b>	<b>\$ 653,922</b>	<b>\$ (515,418)</b>
<b>CONTINGENCY FUND - 3.5%</b>	<b>\$ 40,927</b>	<b>\$ 22,887</b>	<b>\$ (18,040)</b>
<b>ADJUSTED WATER/SEWER EXPENSES</b>	<b>\$ 1,210,267</b>	<b>\$ 676,809</b>	<b>\$ (533,458)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 17,864</b>	<b>\$ (27,517)</b>	<b>\$ (45,381)</b>

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 7 Months Ended January 31, 2018**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>FUNDING SOURCES</u></b>			
Operating Revenue	\$ 1,228,131	\$ 649,292	\$ (578,839)
Operating Expenses	<u>1,118,967</u>	<u>653,922</u>	<u>(465,045)</u>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 109,164</b>	<b>\$ (4,630)</b>	<b>\$ (113,794)</b>
Cash Reserves	\$ 579,778	\$ 744,551	\$ 164,773
Debt Service Fee - New Homes	149,600	73,200	(76,400)
Capital Improvement Fees	159,132	79,566	(79,566)
Inflow & Infiltration - Reserve A	165,000	43,750	(121,250)
Tap Fees	621,000	264,000	(357,000)
Water Tower & Land Leases	185,837	93,765	(92,072)
Main Street Waterline Loan	1,500,000		(1,500,000)
Reservoir Cover Loan	<u>180,000</u>	<u>2,895,000</u>	<u>2,715,000</u>
<b>TOTAL OTHER REVENUE</b>	<b>\$ 3,540,347</b>	<b>\$ 4,193,832</b>	<b>\$ 653,485</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>3,649,511</b>	<b>4,189,202</b>	<b>539,691</b>
<b><u>DEBT SERVICE COSTS</u></b>			
<b>Principal Payments</b>			
MDE - East WWTP	\$ 241,265	\$ 215,292	\$ (25,973)
Main Street Waterline Loan	250,184		(250,184)
Reservoir Loan	56,578		(56,578)
Brookridge WTP Loan Payments	<u>370,314</u>		<u>(370,314)</u>
<b>TOTAL DEBT SERVICE COSTS</b>	<b>\$ 918,341</b>	<b>\$ 215,292</b>	<b>\$ (703,049)</b>
<b><u>WATER &amp; SEWER PROJECTS</u></b>			
Main Street Waterline	\$ 1,500,000	\$ 738,365	\$ (761,635)
Reservoir Improvements	180,000		(180,000)
Stream Erosion - Well Field Resto	243,000	221,706	(21,294)
SCADA Control System	134,231		(134,231)
Booster Station Pump Bypass	60,000		(60,000)
Raw Waterline Cleaning ICE PIG	9,000	8,500	(500)
Valve Replacement Jefferson Villa	40,500		(40,500)
Water Meter Replacements	57,322	3,254	(54,068)
Vactor Trailer & Excavator	60,000		(60,000)
Vactor Trailer & Excavator	<u>165,000</u>	<u>9,045</u>	<u>(155,955)</u>
<b>TOTAL WATER &amp; SEWER PROJECTS</b>	<b>\$ 2,449,053</b>	<b>\$ 980,870</b>	<b>\$ (1,468,183)</b>
<b>TOTAL CIP COSTS</b>	<b>\$ 3,367,394</b>	<b>\$ 1,196,162</b>	<b>\$ (2,171,232)</b>

Town of Middletown  
 CIP FUNDS and EXPENDITURES  
 WATER & SEWER  
 Fiscal Year 2018  
 For the 7 Months Ended January 31, 2018

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
TOTAL FUNDS REMAINING	\$ 282,117	\$ 2,993,040	\$ 2,710,923

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN MEETING MINUTES

### REGULAR MEETING

January 22, 2018

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on January 22, 2018, by Burgess Pro Tem Falcinelli at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Rick Dietrick and Chris Goodman.

### CONSENT AGENDA

*Girls on the Run Event – June 2, 2018*

*Town Meeting Minutes*

- *January 4, 2018 – Town Workshop*
- *January 8, 2018 – Town Meeting*

Commissioner Bussard motioned to accept this consent agenda as presented, seconded by Commissioner Goodman and passed unanimously. Burgess Pro Tem Falcinelli requested that the organizers of the Girls on the Run Event be notified not to use paint or any other type of permanent substance to mark the race course. She suggested they use chalk or some other type of non-permanent material.

### PERSONAL REQUESTS FOR AGENDA:

- **Colby Doreen – Eagle Scout Project Remsburg Park Entrance Sign** – Colby Doreen reviewed his Eagle Scout Project Plan and color scheme to replace the Remsburg Park entrance sign. It is projected to be completed at the end of April or beginning of May 2018. It is to be placed where the current sign is located. A two-sided sign cannot be placed closer to the street due to sight-line safety issues. Motion by Commissioner Goodman to approve Colby Doreen's Eagle Scout Project as presented, seconded by Commissioner Dietrick. Motion carried 4-0.

### UNFINISHED BUSINESS:

- **Introduction of Ordinance 18-01-01 – Revise the Fee Schedule Pertaining to Various Land Use-Related Applications Submitted to the Town** – The last review of this fee schedule was 2007. Public Hearing is scheduled for March 1, 2018. The vote on this ordinance will be March 12, 2018.
- **Memorandum Annexation Agreement & Scheduling Public Hearing** – Drew stated the mistake previously identified in the agreement has been corrected. The developer has agreed to construct the building which will house the community center but has asked that the tap fees be waived since this building will be town operated and available for use by all town residents. Burgess Pro Tem Falcinelli noted that the Concept Plan does not indicate the details of the walking trails on this proposed development. Drew stated that the plan should note that the walking trails will be "asphalt and ADA minimum width". This item was tabled to be discussed by the full Town Board at the Town Workshop February 1, 2018.

### NEW BUSINESS:

- **Review of Subdivision Sign Regulations and Maintenance** – Drew presented the Board with pictures of the current subdivision signs. There are 7 that were built prior to the Town adopting

the Subdivision and Community Identification Signs, Section 17.36.090 of the Town Code in 2010, which now requires all subdivision and community signs be of a permanent nature. Drew provided the Board with a draft version of a proposed Subdivision Signs Repair and/or Replacement Policy. This included steps to possibly replace these signs and if none are done the sign will be torn down. After much discussion concerning neighborhood notifications concerning repairs, length of time for neighborhoods to make repairs and potentially becoming future Eagle Scout projects, this item was tabled for discussion at the next meeting.

**PUBLIC COMMENT:** None

**ANNOUNCEMENTS:**

- *Nominating Convention – Wednesday, February 7, 2018 at 7:00PM at the Town Office*
- *Green Talks – Incentives & Programs to Save & Go Green – Saturday, February 10, 2018*

**ADJOURNMENT**

Meeting adjourned at 7:38PM.

Respectfully submitted,

Annette Alberghini  
Town Receptionist

## ANNEXATION AGREEMENT

This Annexation Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and among **MEMAR CORP.**, a Maryland corporation, [formerly known as “Admar Construction, Inc.” which changed its name to “Memar Corp.” by Articles of Amendment dated March 10, 2006 filed with the Maryland State Department of Assessments and Taxation on March 15, 2006] (the “Owner”), and the **BURGESS AND COMMISSIONERS OF MIDDLETOWN**, a body politic and corporate of the State of Maryland (the “Town”).

### RECITALS

**WHEREAS**, Owner is the owner of a parcel of unimproved real estate consisting of 93.9380 acres of land, more or less, which it acquired in its former name of “Admar Construction, Inc.” by deed dated September 21, 2001 recorded in the Land Records of Frederick County, Maryland at Liber 2956 folio 1159. Said unimproved real estate (hereinafter referred to as “the Subject Property”) is located in Frederick County, Maryland and adjoins and is contiguous to the corporate boundaries of the Town of Middletown; and

**WHEREAS**, Owner has submitted a Petition for Annexation to the Town requesting that the Subject Property be annexed into the corporate limits of the Town of Middletown and be made a part thereof; and

**WHEREAS**, the Town and Owner desire to provide for the orderly development of the Subject Property consistent with the Town’s future plans and in an aesthetically pleasing manner, and the Town is not willing to support or approve the requested annexation of the Subject Property unless certain conditions regarding its future development are made a part thereof; and

**WHEREAS**, the parties have reached an agreement concerning the terms and conditions of the annexation with respect to such development issues such as provision of sewer and water,

open spaces, rights-of-way for future streets, zoning, implementation of town taxes, payment for offsite utility extensions, use of Town water system, and payment of expenses with respect to the annexation and development process.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the Town and Owner, for themselves and for their successors and assigns hereby agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein by reference.
2. **THE PROPERTY:** The “Subject Property”, as referred to herein and in the Owners’ Annexation Petition, is defined as that real property consisting of 93.9380 acres of land, more or less, which was conveyed to Owner, in its prior name of “Admar Construction, Inc.”, by Deed dated September 21, 2001 recorded in the Land Records of Frederick County, Maryland at Liber 2956, folio 1159. A metes and bounds description of the Subject Property prepared by Catocin Mountain Surveys is attached to this Annexation Agreement as Exhibit “A”. The Subject Property is further shown on a plat entitled “Annexation Plat for Lands of Admar Construction, Inc.” prepared by Catocin Mountain Surveys, Inc. dated May 2003 which plat is attached to this Annexation Agreement as “Exhibit B”. Both Exhibit “A” and Exhibit “B” are incorporated by reference herein.
3. **EFFECTIVENES CONTINGENCY.** This Annexation Agreement is expressly contingent on the enactment of a Resolution (hereinafter “the Annexation Resolution”) by the Town annexing the Subject Property into the Town of Middletown and upon the Annexation Resolution becoming effective either after the passage of the statutorily-required time period or, if the Annexation Resolution is petitioned to Referendum, then upon approval of the Annexation

Resolution after the Referendum. In the event that the Annexation Resolution is not enacted or, if enacted, fails to become final and effective, then this Annexation Agreement shall be deemed void *ab initio*, and shall be of no force and effect as if it had never been executed.

4. **RESERVATION OF LEGISLATIVE AUTHORITY.** The execution of this Annexation Agreement neither implies nor guarantees either legislative or voter approval or passage of the Annexation Resolution. This Annexation Agreement shall not be deemed to inhibit or affect the ability of the Town or its officials from properly performing their legislative functions, including but not limited to, the rejection of and decision to deny approval of the Annexation Resolution.

5. **GENERAL CONCEPT PLAN.** Owner has undertaken preliminary efforts to establish a general concept plan for the eventual development of the Subject Property. Attached hereto as Exhibit "C" is a schematic drawing of the general concept plan which identifies the proposed development as "Foxfield Section 6". The parties acknowledge and recognize that this is a concept plan only, that it is only to be used as a general reference in this Annexation Agreement, and that the final plans will be subject to further review and approvals in accordance with the Town's subdivision regulations and other ordinances, laws, resolutions and rules.

6. **ZONING.** In its Petition, Owner seeks to have the Subject Property classified for zoning purposes in the Town's R-20 (Residential) District under Title 17 of the Middletown Municipal Code. The Town and Owner recognize, however, that the R-20 zoning classification would allow development of the Subject Property for land uses substantially different than the authorized use and at a substantially higher density than would be allowed under the Frederick County zoning laws and regulations. Because of this inconsistency, *Local Government* Article, §4-416(b), Annotated Code of Maryland requires that, for 5 years after the effective date of the

Annexation Resolution, no development will be allowed on the Subject Property for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the Subject Property under the Frederick County zoning laws and regulations. However, pursuant to *Local Government* Article, §4-416(c), the Frederick County Council may waive this restriction and give its express approval to permitting the increased level of development.

The Owner and Town, therefore, agree that, concurrent with the adoption of an Annexation Resolution approving the annexation of the Subject Property, the Town shall classify the Subject Property in the Town's R-20 (Residential) District under Title 17 of the Middletown Municipal Code; provided, however, that if the Frederick County Council fails or declines to give its express approval to waive the inconsistency restrictions of *Local Government* Article, §4-416(b), then for five (5) years from the effective date of the Annexation Resolution, no development will be allowed on the Subject Property for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the Subject Property under the Frederick County zoning laws and regulations.

7. **TRAFFIC IMPACT STUDY.** After the effective date of the Annexation Resolution annexing the Subject Property into the Town, a traffic impact study of the Subject Property and the proposed development thereon shall be conducted by a qualified transportation engineer. Owner shall provide a general plan, including the concept plan attached as Exhibit "C", for the eventual development of the Subject Property and for the purpose of determining the level of service on the supporting road networks which will service the development on the Subject Property. The traffic impact study must conclude that the proposed

development plan achieves a level of service grade of “C” or better before Owner may proceed further with its development plans.

Town shall select the engineer or engineering firm to conduct the traffic impact study through its usual bidding process. Upon the Town receiving an estimate for the cost of the study from the engineer or engineering firm selected, Owner shall provide funds in the amount of the estimate to the Town which will hold said funds in escrow pending completion of the traffic impact study. The Town will be solely responsible for paying the engineer or engineering firm for the work performed. In the event that further analysis of revised development plans is required in order to establish a level of service grade of “C” or better and which increases the cost of the estimate, Owner shall provide to the Town additional funds to be held in escrow to cover the additional cost estimate.

8. **DENSITY AND OPEN SPACES.** Owner proposes to develop the Subject Property primarily for residential purposes for active adults. A maximum of One Hundred Forty-eight (148) residential units will be permitted on the Subject Property all of which shall be Adult Active units as defined in Section 17.04.030 of the Middletown Municipal Code, as may be amended from time to time.

These numbers of units are acknowledged by the parties to be maximum numbers, and the eventual number of permitted units may be less as determined to be appropriate by the Town or its reviewing agencies, boards and commissions based upon various development factors such as traffic, water and sewer issues. As part of the development, Owner shall design and construct an Active Adult Community Center for use of residents which shall be no less than twelve hundred (1200) square feet in size, no more than two (2) stories, with at least one interior space or room to hold a maximum of one hundred fifty (100) persons in satisfaction of fire code

requirements, a kitchen facility and all appropriate plumbing and lighting fixtures. If the Adult Community Center is dedicated to the public (Town and/or County), no tap fees will be required for this property.

The development on the Subject Property shall include Open Space of at least 9.3 acres which will not include those areas which are wetlands, stormwater management facilities, or forest conservation areas. These Open Spaces shall include pathways and walking trails at least 5 feet in width and surfaced in asphalt or concrete.

9. **WATER IMPACT STUDY.** After the effective date of the Annexation Resolution annexing the Subject Property into the Town, a water hydraulic impact study of the Subject Property and the proposed development thereon shall be conducted by a qualified hydrologist. The purpose of the impact study is to determine the impact that the development of the Subject Property will have on water pressure and fire flow and long-term well capacity capabilities to the Subject Property and to neighboring and adjacent properties. The results of the study must determine and conclude that, upon completion and full occupancy of the development, the units in the development and in all neighboring and adjacent properties serviced by the Town municipal water system will have at least fifty (50) pounds per square inch (psi) of water pressure and that any lesser pressure is not or will not be causally related to the development of the Subject Property. Owner will also conduct a long-term pump drawdown test to verify the capacity of the raw water wells on the property. Owner may modify its proposed development plans in order to obtain such result; however, until such time as the water impact study determines that this requirement will be met, Owner may not proceed further with its development plans.

Town shall select an engineering firm to conduct the water impact study by its usual bidding process. Upon the Town receiving an estimate for the cost of the study from an engineering firm with significant experience in water system modeling, Owner shall provide funds in the amount of the estimate to the Town which will hold said funds in escrow pending completion of the water impact study. The Town will be solely responsible for paying the hydrologist for the work performed. In the event that further analysis is required in order to determine whether the water pressure requirements can be met and which increases the cost of the estimate, Owner shall provide to the Town additional funds to be held in escrow to cover the additional cost estimate.

10. **WATER WELLS.** There are six (6) high-yield production wells located on the Subject Property with the following well tag identification numbers: FR-94-3449, FR-94-3450, FR-94-3451, FR-94-3452, FR-94-5112, and FR-94-5129 (hereinafter referred to as “the Existing Wells”). To the extent not already completed, Owner shall develop the Existing Wells in accordance with applicable County, State and Federal laws and regulations so as to establish and produce a potable high-yield water supply from the Existing Wells. Owner shall apply for and obtain all necessary permits from the Maryland Department of the Environment and any other governmental entity or agency as may be required for such wells. At Owner’s expense, the Existing Wells shall be connected to the Town’s public water system by appropriate pipes, lines, valves and other typical equipment necessary for such connections. Town shall be entitled to receive all of the water from the Existing Wells for incorporation into the Town’s public water supply.

Owner shall subdivide an area of land on which each of the Existing Wells are located of approximately twenty feet by twenty feet (20' x 20') in size and convey such land and the

improvements thereon, in fee simple, to the Town. The precise location of the area of land to be conveyed shall be as agreed to by and between the parties. In addition, Owner shall grant to the Town any easements across the Subject Property that may be necessary for access, ingress and egress to and from the Existing Wells and for construction, installation, maintenance, replacement and removal of water lines and other equipment between the Existing Wells and the water lines of the Town's system. Owner shall execute such written and recordable Deeds of Easement to evidence such easements. Owner shall complete and have available for use such well(s) prior to the installation of utility improvements on the Subject Property. No building permits for development of the Subject Property may be granted until the Existing Wells are operational, connected to the Town's water supply system, and all Deeds of Easement have been fully executed and delivered to the Town.

11. **SEWER.** The sanitary sewer disposal systems and lines on the Subject Property shall be connected to the Town's municipal sanitary sewer system. The Subject Property shall be developed using gravity-flow sewer service only, and no sewer pump stations, grinder pumps or similar types of mechanical pumping equipment shall be used in connection with sewer service on the Subject Property except as provided by the Town. Owner shall be solely responsible for obtaining any required easements that may be necessary to connect the sewer lines and system on the Subject Property to the Town's municipal sanitary sewer system.

12. **ROADS.** As shown on the attached Concept Plan (Exhibit "C"), Owner anticipates having a road constructed along the southern portion of the Subject Property to extend from Coblenz Road on the east to the western boundary of the Subject Property. The parties acknowledge that the precise location of this road will be determined as part of the development process; however, regardless of the eventual location of this road, Owner agrees

that it will construct a road to Town standards which will traverse the Subject Property and that it will complete the road, including paving, curb and gutter, the entire distance from Coblenz Road to the western boundary of the Subject Property. The Town anticipates that, in the future, this road will be extended from the western boundary of the Subject Property and across adjacent property to connect with Route 17 to the west. Consequently, the purpose of having the road fully constructed is to establish visibly that a road extends the entire distance to the western boundary and does not terminate at a point of intersection with one or more other roads to be constructed on the Subject Property.

The aforementioned road shall be constructed with a dual entrance at Coblenz Road such that there is one lane of road from which to enter the Subject Property and one lane of road from which to exit the Subject Property, each lane divided by a vegetative median strip of at least twenty (20) feet in width. The dual entrance shall extend from Coblenz Road into the Subject Property a distance of no less than sixty, (60) feet.

In addition, the Owner shall install a walkway along the Middletown (County) Park from the entrance of the park to the subdivision.

13. **PROPERTY TAXES.** Pursuant to Section 8-209 et seq. of the Tax Property Article of the Annotated Code of Maryland, the Town agrees to assess the Subject Property as agricultural land for all portions of the Subject Property for which site plans have not been submitted.

14. **COST AND EXPENSES OF ANNEXATION.** The parties agree that the costs and expenses of annexation, including the Town's attorney's fees and advertising with respect to the annexation of the Subject Property, shall be the sole cost and expense of the Owner and at no cost to the Town.

15. **AMENDMENT.** This Agreement may be amended only in writing and with the mutual agreement of the Town and the Owner.

16. **ENFORCEMENT.** This Agreement is enforceable by any legal or equitable means available or applicable, including but not limited to, an action for specific performance, injunction, declaratory judgment or other equitable means or by an action for damages.

17. **ENTIRE AGREEMENT.** This Annexation Agreement constitutes the entire agreement between the parties, and no other agreement shall be binding upon the parties unless in writing and signed by the respective parties.

18. **WITHDRAWAL OF ANNEXATION.** Owner reserves the right to withdraw the annexation petition for the Subject Property at any time prior to the effective date of the Annexation Resolution.

19. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of parties hereto, their respective heirs, personal representatives, successors and assigns. The provisions of this Agreement shall be binding upon any subsequent Owners of the Subject Property and shall run with the land.

WITNESS the hands and seals of the parties hereto by their respective authorized representatives.

ATTEST:

**MEMAR, CORP.**  
a Maryland Corporation  
[formerly known as Admar Construction, Inc.]

By: \_\_\_\_\_ [SEAL]  
Farhad Memarsadeghi, President

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**  
a body politic and corporate of the  
State of Maryland

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

By: \_\_\_\_\_ [SEAL]  
John D. Miller, Burgess

DRAFT

# EXHIBIT A

## CATOCTIN MOUNTAIN SURVEYS, INC

8425 HORNETS NEST ROAD

EMMISBURG, MD 21727

PHONE: 301-447-3344

FAX: 301-447-2444

LANDS OF  
ADMAR CONSTRUCTION, INC.  
LIBER 2956 FOLIO 1159

Situated East of Coblentz Road, in the Middletown Election District No. 3, Frederick County, Maryland, and being more particularly described as follows:

Beginning at rebar and cap#8644 found being the northeast most property corner of a parcel of land conveyed from Charles W. Coblentz and Margaret H. Coblentz, his wife, and Charles W. Coblentz, Jr. and Ardell S. Coblentz, his wife unto the Board of Education of Frederick County by deed dated December 20, 1967 and recorded at liber 777 folio 321, said point also being the southeast most corner of a parcel of land conveyed from Lorenzo C. Lighter and Ida E. Lighter, his wife unto Russell P. Wiles and Letha A. Wiles, his wife by deed dated April 2, 1932 and recorded at liber 382 folio 289, said point also being the point of beginning of a parcel of land conveyed from BGS Joint Venture and BGS LLP unto Admar Construction, Inc. by deed dated September 21, 2001 and recorded at liber 2956 folio 1159 among the land records of Frederick County, Maryland, thence running with and containing the above mentioned lands of Admar Construction, Inc. the twenty-four (24) following courses and distances, corrected as now surveyed, the first being, and also running with and binding on the above mentioned lands of Russell P. & Letha A. Wiles, the following course and distance

1. N 13° 14' 42" E 532.98' to a rebar and cap#8644 found, said point being the found at the end of the thirteenth (13th) line as described in a deed of easement for a parcel of land conveyed unto the State of Maryland, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation dated March 8, 2001 and recorded at liber 2935 folio 185, thence running with and binding on the above mentioned parcel, reversed, the following five (5) courses and distances, the first being
2. N 13° 13' 41" E 275.89' to a point, thence
3. N 12° 23' 33" E 615.21' to a rebar and cap#8644 found, thence
4. S 87° 18' 52" E 631.38' to a P.K. nail found in the top of a corner fence post, thence
5. N 10° 11' 11" E 506.19' to a rebar and cap#8644 found, thence
6. S 87° 02' 43" E 671.03' to a rebar found, said rebar being the found at the end of the N 77° 36' 56" W 721.56' line as shown on a plat entitled "Farm Lot Plat, Mid-Valley Farm", recorded at Plat Book 27 Page 85, thence running with and binding on the above mentioned plat, reversed, the following course and distance
7. S 86° 38' 56" E 721.53' to stone found, said stone being the found at the end of the N 11° 45' 50" W 58.00' line of Lot 305 as shown on a plat entitled "Final Plat, Section III - Lots 304, 305, 307, Addition Plat, Parcel 'E' P/O 2593/741 - Parcel 4 Addition to 2593/741 - Parcel 3, Parcel 'F' P/O 2593/741 - Parcel 4 Addition to 2593/741 - Parcel 3, Valley View Estate", recorded at Plat Book 72 Page 196, and also described as the Third parcel of land as conveyed from Branch Banking and Trust Company, trustee of the Robert D. Crouch Self Directed IRA unto Omeritsch Brothers, Inc. by deed dated June 11, 2002 and recorded at liber 3180 folio 361, thence running with and

binding on the above mentioned Third parcel, and also with the sixth parcel as described in the above mentioned deed, reversed, the following two (2) courses and distances, the first being

8. S 13° 22' 24" E 557.97' to a point, thence
9. S 07° 52' 33" W 178.48' to a rebar and cap#8644 found at the end of the N 07° 53' 01" E 51.54' or "L-1" line as shown on a plat entitled "Addition Plat, House Parcel 'A' Addition to Foxfield at Middletown, Section I - Lot 1, previously recorded in Plat Book 49 Page 144, Foxfield at Middletown", recorded at Plat Book 62 Page 7, thence running with and binding on the above mentioned plat, reversed, the following course and distance
10. S 07° 52' 33" W 51.46' to an Iron pipe found at the end of the N 68° 46' 26" E 378.88' line of Lot 1, as shown on a plat entitled "Agricultural Cluster Subdivision, Final Plat, Section I, Lots 1 to 5, Parkland Hills", recorded at Plat Book 46 Page 77, thence running with and binding on the above mentioned plat, reversed, the six (6) following courses and distances, the first being
11. S 68° 46' 39" W 378.97' to a point, thence
12. S 09° 42' 25" W 60.00' to a rebar & cap#8644 found, thence
13. S 15° 16' 12" W 197.04' to a rebar & cap#8644 found, thence
14. S 52° 01' 55" W 104.02' to a rebar & cap#8644 found, thence
15. S 18° 23' 16" E 189.29' to a rebar & cap#8644 found, thence
16. S 09° 42' 25" W 150.00' to a rebar found, disturbed, at the end of the S 80° 17' 48" E 60.00' line as shown on a plat entitled "Addition Plat, Section I Lot 5, Parkland Hills Subdivision", recorded at Plat Book 81 Page 111, thence running with and binding on the above mentioned plat, reversed, the three (3) following courses and distances, the first being
17. N 80° 17' 35" W 60.00' to a rebar & cap#53 found, thence
18. S 09° 42' 25" W 150.00' to a rebar & cap#53 found, thence
19. S 80° 17' 35" E 60.00' to a rebar found at the end of the N 80° 17' 48" W 300.00' line of Lot 5, as shown on a plat entitled "Agricultural Cluster Subdivision, Final Plat, Section I, Lots 1 to 5, Parkland Hills", recorded at Plat Book 46 Page 77, thence running with and binding on the above mentioned plat, reversed, the following course and distance
20. S 80° 17' 35" E 300.00' to a rebar and cap#8644 found on the N 09° 42' 12" E 972.62' right of way line for Coblenz Road as shown on a plat entitled "Agricultural Cluster Subdivision, Final Plat, Section I Lots 1 to 6, Foxfield at Middletown", recorded at Plat Book 43 Page 157, thence running with and binding on the above mentioned plat and right of way, reversed, the three (3) following courses and distances, the first being
21. S 09° 41' 33" W 462.62' to a point, thence
22. N 80° 18' 27" W 5.00' to a point, thence
23. S 09° 41' 33" W 74.85' to a point on the S 77° 28' 01" E 2320.98 line as shown on a plat entitled "Boundary Survey Farmland, Farm Lot No. 1. Gaver Farm Lot", recorded at Plat Book 26 Page 170, thence running with and binding on the above mentioned plat, reversed, the following course and distance

May 20, 2003

24. N 77° 29' 16" W 2291.98' to the point of beginning

Containing 4,091,938 square feet or 93.9380 acres of land more or less

Being all of the lands conveyed from BGS Joint Venture and BGS LLP unto Admar Construction, Inc. by deed dated September 21, 2001 and recorded at liber 2856 folio 1159 among the land records of Frederick County, Maryland





**DATES FOR 2018 ELECTION**

<b>Thursday, February 1, 2018</b>	<b>Post registration of eligible voters residing in town per Frederick County Election Board following Universal Registration Procedures at Middletown Municipal Center. (60 days prior to election)</b>
<b>Thursday, February 1, 2018</b>	<b>Announce Nominating Convention (40 days (or earlier) prior to Election; Convention to be held no later than 30 days prior to election)</b>
<b>Friday, February 9, 2018</b> <b>Friday, February 16, 2018</b>	<b>Deadline for submission of Advertisement of Nominating Convention to Citizen (4 days prior to convention)</b>
<b>Tuesday, February 27, 2018</b>	<b>Nominating Convention (30 days before election)</b>
<b>Friday, March 9, 2018</b>	<b>Deadline for Petition of Office Signed by 40 Qualified Voters (20 days prior to election, excluding Sundays)</b>
<b>Monday, March 13, 2018</b>	<b>Appointment of Election Officers (14 days prior to election)</b>
<b>Friday, March 16, 2018</b>	<b>Deadline for Registration to Vote in April 2016 Election (15 days prior to election)</b>
<b>Friday, March 16, 2018</b> <b>Friday, March 23, 2018</b>	<b>Deadline for Submission of Advertisement for Election to Citizen (10 days notice of time &amp; place)</b>
<b>Friday, March 23, 2018</b>	<b>Deadline for Absentee Ballots (10 days prior to election)</b>
<b>Monday, April 2, 2018</b>	<b>Election Day 7:00 AM - 8:00 PM</b>



Burgess and Commissioners of Middletown 31 W Main St Middletown, MD 21769 Phone 301-371-6171 Fax 301-371-6474  
J. R. Hawkins, P.E., CIP Project Manager Email: rhawkins@ci.middletown.md.us

## MEMORANDUM

**TO:** Burgess and Commissioners of Middletown

**FROM:** J. R. Hawkins, P.E., CIP Project Manager

**DATE:** January 31, 2018

**RE: West WWTP Interceptor**

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The Town of Middletown received bids for the West Wastewater Treatment Plant Interceptor project on January 26, 2018. Invited contractors totaled seven and with seven attending the non-mandatory Pre-Bid Meeting. The project was also publicly advertised on the Town's website. Seven bids ranging from \$214,735.00 to \$284,233.00 were received from contractors. A bid tabulation that includes all contractors' bids is attached for your information.

Mid-Atlantic Utilities, Inc. of Carlisle, Pennsylvania was the low bidder with a bid of \$214,735.00. They acknowledged all the addendums and filled out the Bid Form correctly. Their list of projects and references indicates that they can perform the work included in the project. They have performed work for the Town in the past without issue.

If the Town of Middletown elects to proceed with the project, the staff recommends the award of the contract to Mid-Atlantic Utilities, Inc. in the amount of \$214,735.00.

