



## AGENDA FOR THE TOWN MEETING

January 14, 2019

7:00 p.m.

REVISED

### PLEDGE TO THE FLAG

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

### CALL TO ORDER

### CONSENT AGENDA

- Town Meeting Minutes
  - December 6, 2018 – Town Workshop & Public Hearing
  - December 10, 2018 – Town Meeting

### PERSONAL REQUESTS FOR AGENDA:

### UNFINISHED BUSINESS:

- Wayfinding Signs
- Banner Display at Richland Golf
  - Memorandum of Understanding
  - Banner Display Design
- Posting of Town Parking Lots – Not to Allow Storage of RV Equipment
- Elm Street Parking Lot Improvements Concept Plan & Cost Estimate
- Recommendation from Public Works Committee Regarding Lighting on South Jefferson Street

### REPORT OF COMMITTEES:

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

**NEW BUSINESS:**

- Social Media Policy – Draft
- Review of Solar Array Agreements; Buyback; and Cost Analysis
- Vacancy for Alternate to the Town's Ethics Commission

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

**ADJOURNMENT**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN MARYLAND**

**TOWN MEETING MINUTES**

**WORKSHOP MEETING**

**December 6, 2018**

The workshop meeting of the Burgess and Commissioners of Middletown was called to order on December 6, 2018, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Jennifer Falcinelli, Christopher Goodman, and Rick Dietrick.

**PUBLIC HEARING:**

**Ordinance 18-10-01 – An Ordinance to amend Title 17, Chapter 17.04 to establish Microbreweries as a permitted use in the GC General Commercial and TC Town Commercial Zoning Districts; to provide a definition for the term “Microbrewery”; to amend section 17.02.080 to clarify the date before which a structure must be in existence in order to use the structure for fabrication, light assembly and storage.** - Burgess Miller stated that we have discussed this for several months. Cindy stated that this was properly advertised. Cindy stated that included in the packet this evening is a very lengthy staff report with minutes from our meetings discussing this. Burgess Miller asked Planning Commission Member Lake why they chose this to be under manufacturing/light fabrication? Mr. Lake stated that manufacturing beer is a manufacturing process which is how the license from the State classify Microbreweries as.

David Lake, 24 East Green Street – stated that the Town enabling the ability for microbreweries to come into Town is an asset for the Town. Mr. Lake stated that over the last 10-12 years microbreweries have become apart of other town/cities which have done economically well.

Matthew Foreman, 106 Prospect Street – had a question about parking in how that is determined not just for microbreweries but for businesses in general? Burgess Miller stated that parking requirements will be determined during the site plan process.

Burgess Miller stated that the Board will vote on this Ordinance on Monday, December 10, 2018.

**Ordinance 18-11-01 – An Ordinance to amend Title 17, Chapter 17.16, Sections 17.16.020 and 17.16.030 of the Middletown Municipal Code to authorize the use of property as a bed and breakfast in the R-1 zoning district by special exception authorized by the Board of Appeals; to delete the reference to bed and breakfast by special exception in the R-2 district as superfluous.** – Burgess Miller stated that this is basically cleaning up the code. Drew stated that this was properly advertised.

Matthew Foreman, 106 Prospect Street – asked what the difference is with the R-1 & R-2 district. Mr. Foreman also asked for the definition of Bed & Breakfast? Drew read the definition of the Bed & Breakfast aloud.

Public Hearing adjourned at 7:21pm.

**STAFF REPORTS:**

Community Deputy Report – Deputy Chudoba gave the report for November.  
Financial Planner – Audit & 6 Month Budget Review – Drew reviewed with the Board.  
Staff Planner Report – Cindy gave her report as attached to agenda.  
Engineer’s Report – Bruce gave his report.  
Main Street Manager’s Report – no report.  
Zoning Administrator’s Report – Mark gave his report.

**UNFINISHED BUSINESS:**

**Ordinance 18-10-01 – Microbreweries Text Amendment** – The Burgess & Commissioners will vote on this at the December 10, 2018 meeting.  
**Ordinance 18-11-01 – Bed & Breakfast Text Amendment** – The Burgess & Commissioners will vote on this at the December 10, 2018 meeting.  
**Wayfinding Signs** – Burgess Miller presented the Board with different options for the 4 entrances into Town. Burgess would like the Board to review and give their comment on Monday as he would like to have a vote on this in January.  
**MOU for Banner Display at Richland Golf – Tentative Design** – proposal is to place this on the southeast side of Middletown Parkway. Burgess Miller stated that Bruce is currently working on this.

**REPORT OF COMMITTEES:**

**WATER & SEWER – no report**  
**PUBLIC WORKS – no report**  
**SUSTAINABILITY – no report**  
**PLANNING COMMISSION – no report**  
**PARKS and RECREATION – no report**  
**PUBLIC INFORMATION – no report**

**NEW BUSINESS:**

**Posting of Town Parking Lots – Not to allow storage of RV Equipment** – Burgess Miller stated that we’ve had some commercial vehicles park in our parking lots for an extended period of time. Drew stated that Mark (Zoning Administrator) suggested that we post the parking lots with a sign stating no extended parking of commercial vehicles. Drew will have an example of what the sign will say at Monday’s meeting.  
**Review of Draft Social Media Policy** – Burgess Miller asked for the Board to review and we will discuss this further at our January meeting to allow the Public Information Committee time to review.  
**Empower Maryland Grant for Light Retrofit at Town Offices -** A lot of questions being asked about this; therefore we will remove this from the Agenda Monday to allow Staff to meet with contractor to get answers to our questions.  
**Mowing Contract Offer – Ruppert Landscaping** – Burgess Miller stated that our mowing contract is due to go out to bid in 2019. Our current contract is with Ruppert Landscaping. Drew stated that Ruppert has submitted a proposal to the Town for their consideration for us to extend their contract for another 3 years. Ruppert is proposing to increase the fee 3.6% for 2019, 2% for 2020 and 1.6% for 2021. Staff explained to the Board that we’ve increased our mowing area with this contract and feel that this proposal from Ruppert is good. Staff is recommending that we extend the contract with Ruppert. Burgess Miller stated that the Board will take a vote on this on Monday, December 10, 2018.  
**Tree City USA Designation – Application** – Burgess Miller stated that we are moving forward with trying to obtain the Tree City USA recognition. Burgess Miller stated that there are a few things that we have to do in order to get this recognition.

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

*Town Office will be closed:*

- *Friday, December 21, 2018 at 11am.*
- *Monday, December 24, 2018 and*
- *Tuesday, December 25, 2018*

Workshop adjourned at 8:56pm.

Respectfully submitted,

Ann Griffin  
Office Manager

# ***BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND***

## **TOWN MEETING MINUTES**

### **REGULAR MEETING**

**December 10, 2018**

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on December 10, 2018, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Larry Bussard, Jennifer Falcinelli, Christopher Goodman, Rick Dietrick and Tom Catania (arrived late).

### **CONSENT AGENDA:**

*Town Meeting Cancellations for 2019*

*Joint Meeting Schedule for 2019*

*Town Meeting Minutes – November 26, 2018 Town Meeting*

Motion by Commissioner Bussard to approve the consent agenda as presented, seconded by Commissioner Dietrick. Motion carried 5-0.

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

Maddy Remsburg – S. Jefferson Street resident – submitted the Board with a petition of 8 signatures to have a street light installed at 332-334 S. Jefferson Street. Commissioner Bussard who is the chair of the Public Works Committee stated that his Committee plans to meet to discuss this and a few other issues in January. Commissioner Bussard asked Burgess Miller to place this on the Agenda for January. Burgess Miller asked staff to find out if a cobra head light can be placed on the existing pole. Commissioner Goodman stated that pole has a transformer on it. Staff will contact Potomac Edison to find out if a light can be placed on the existing pole, if not staff will get an estimate to have a pole installed and report back at the January meeting.

**Christmas in the Valley Decorating Contest** – Commissioner Falcinelli announced the winners.

### **UNFINISHED BUSINESS:**

**Ordinance 18-10-01 – Microbreweries Text Amendment** – Motion by Commissioner Bussard to approve Ordinance 18-10-01 as presented, seconded by Commissioner Goodman. Motion carried 5-0.

**Ordinance 18-11-01 – Bed & Breakfast Text Amendment** – Motion by Commissioner Falcinelli to approve Ordinance 18-11-01 as presented, seconded by Commissioner Bussard. Motion carried 5-0.

**Wayfinding Signs** – Burgess Miller presented the Board with his draft mock-ups for each location for their review. Burgess Miller would like to bring this back for a vote at the January meeting.

**MOU for Banner Display at Richland Golf – Tentative Design** – Drew stated that currently our banner location is on the northeast side of Alt. 40 and during the summer months when the farmer has their crops planted it is hard to see the banners. Burgess Miller stated that he approached Richland Golf Club about possibly moving our banner location to the southeast side of Alt. 40 at the intersection of Middletown Parkway. Richland Golf Club has agreed to allow the town to move our banner onto their property. The actual location has yet to be determined. Burgess Miller stated that Bruce Carbaugh is currently working on the design as well as what materials and will also provide us with a location.

## **REPORT OF COMMITTEES:**

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

Water use for November – 293,200 gal., spring flow for November – 120,239, East WWTP treated 364,000 gals. and the West WWTP treated 586,000 gals.

Reservoir tank design is complete, we have received the Phase 1 report for review and concept plans show 1 Elliptical Tank divided lengthwise. Final will be distributed this month. Plan is to bid this project in the spring with construction to start in July 2019. The Water and Sewer Committee will be reviewing this Phase I report at the January Water & Sewer Meeting and have any comments and recommendation back to the Town Board for the second meeting in January.

No meeting in December.

### **PUBLIC WORKS – Commissioner Bussard reported:**

We had our first snow event which our guys did a wonderful job as usual.

Middletown Glen Phase 2 street lights have been installed and energized. Guys have been busy putting up Christmas decorations, replacing water valves throughout town and the contractor continued work on making our sidewalks ADA.

### **SUSTAINABILITY – Commissioner Dietrick reported:**

No meeting in November. Next meeting is December 19<sup>th</sup> at 5pm.

### **PLANNING COMMISSION – Commissioner Catania reported:**

No workshop or meeting in December. Joint meeting on Monday, January 7, 2019 at 6:30pm.

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

No meeting in November or December. Will meet again in January or February to discuss our POS requests.

### **PUBLIC INFORMATION – Commissioner Falcinelli reported:**

We will be discussing the banner standards and social media policy.

## **NEW BUSINESS:**

**Posting of Town Parking Lots – Not to allow storage of RV Equipment –** Burgess Miller stated that we've had some commercial vehicles park in our parking lots for an extended period of time. Drew stated that Mark (Zoning Administrator) suggested that we post the parking lots with a sign stating no extended parking of RV's, boats, commercial vehicles, etc. The Board gave Town Staff approval to proceed with this.

Raymond Boss, 317 Cone Branch Drive – asked if we were just moving the problem elsewhere? Burgess Miller stated that although we hope not, we will have to address each issue as they arise.

**Mowing Contract Offer – Ruppert Landscaping –** Burgess Miller stated that our mowing contract is due to go out to bid in 2019. Our current contract is with Ruppert Landscaping. Drew stated that Ruppert has submitted a proposal to the Town for their consideration for us to extend their contract for another 3 years. Ruppert is proposing to increase the fee 3.6% for 2019, 2% for 2020 and 1.6% for 2021. Staff explained to the Board that we've increased our mowing area with this contract and feel that this proposal from Ruppert is good. Commissioner Falcinelli stated that staff strongly recommended that we extend the contract with Ruppert. The Town has been very happy with the quality of work from Ruppert Landscaping over the past three (3) years and since many of the Town's property border residents, the Town wants to keep the quality of work going forward.

Motion by Commissioner Dietrick to approve the 3 year contract totaling \$ 274,069.00 (2019 - \$89,649.50, 2020 - \$91,487.50 and 2021 - \$92,932.00), motion seconded by Commissioner Bussard.

Motion carried 6-0.

**Tree City USA Designation – Application –** Burgess Miller stated that this is to increase the tree canopy of the Town. Burgess Miller stated that we are moving forward with trying to obtain the Tree City USA recognition. Burgess Miller stated that there are a few things that we have to do in order to get this recognition. Any expenditures of funds will need future approval from the Board.

**Appointment of Temporary Alternate to the Planning Commission** – Eric Ware, 6 Washington Street has lived here for 3 years and has seen a lot of change in Middletown and is very interested and excited to become a member of the Planning Commission.

Commissioner Goodman motioned to appoint Eric Ware as the temporary alternate, seconded by Commissioner Catania. Motion carried 6-0.

**PUBLIC COMMENTS:**

**ANNOUNCEMENTS:**

*Town Office will be closed:*

- *Friday, December 21, 2018 at 11am.*
- *Monday, December 24, 2018 and*
- *Tuesday, December 25, 2018*

Workshop adjourned at 8:56pm.

Respectfully submitted,

Ann Griffin  
Office Manager

Archiving words around the  
logo



#### WAYFINDING MOCK UP

- This is the template for the wayfinding sign located on the west end Town headed East.
- **This uses the existing Middletown Welcome sign shape, size, color**
- Also, the bottom piece (not shown) like the Welcome Signs will also say the same words about the national road.

Arching words around the logo



#### WAYFINDING MOCK UP

- This is the template for the wayfinding sign located on the SOUTH end Town headed north on Rt. 17.
- **This uses the existing Middletown Welcome sign shape, size, color**
- Also, the bottom piece (not shown) like the Welcome Signs will say
- "You are traveling on a Maryland Scenic Byway"

.5 Arching words around the



#### WAYFINDING MOCK UP

- This is the template for the wayfinding sign located on the NORTH end Town headed south on Rt. 17.
- **This uses the existing Middletown Welcome sign shape, size, color**
- Also, the bottom piece (not shown) like the Welcome Signs will say
- "You are traveling on a Maryland Scenic Byway"



www.shannonbaum.com

# Artwork Approval

105 Competitive Goals Dr. Eldersburg, MD 21784 1-800-368-2295

**Customer Name**

Middletown

**File**

32x48 wayfinding.FS

**Date**

10/15/2018

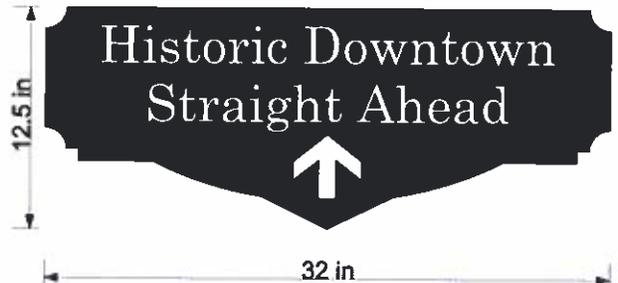
Color Matching 

**Designer**

Joe Weber

Providing Specific PMS Colors is the Easiest Way to Match Colors. Unless Provided, Colors will be Matched as Close as Possible.

*Thank you for choosing Shannon-Baum Signs & Graphics Inc. Your business is greatly appreciated!*



Notice: This drawing remains the exclusive property of Shannon-Baum Signs & Graphics Inc. This design can not be copied in whole or part, altered or exhibited in any manner without written consent of Shannon-Baum Signs & Graphics Inc. Exceptions are previously copyrighted artwork supplied by the client. Colors portrayed are representational. Actual color samples available upon request.

Customer Approval

Approval Date

 Please verify the specifications carefully. A SIGNED APPROVAL is necessary to proceed with your order.

X

## **Memorandum of Understanding**

between

### **The Burgess and Commissioners of Middletown and Richland Development, LLC.**

This Memorandum of Understanding (“MOU”) is made as of the date of the last signature below between Richland Development, LLC (Richland) AND the Burgess and Commissioners of Middletown (the Town).

WHEREAS, the sign promoting Town and affiliated 501-C3 activities is a benefit to the entire Middletown Community and whose purpose and mission is to enhance the business district, foster community involvement and increase awareness of Middletown events;

WHEREAS, many of the events provide vendors, entertainment and historical activities which serve to enhance the Town and its historic business district;

WHEREAS, the parties desire to promote a clear understanding between the parties regarding location of the sign and posts and the expectations of each party’s role in the maintenance of the sign and posts; and

WHEREAS, the parties understand that this MOU is not intended nor does it attempt to address all of the existing and potential issues that may arise out of their collaboration. The provisions of this MOU may be altered or modified by mutual agreement of the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Richland agree to:

#### **I. EXPECTATIONS OF THE PARTIES**

The expected roles and duties of each party are as follows:

- A. The sign promoting community events will be placed by the Town on property belonging to Richland.
- B. Electricity and other intended and unintended services or costs for the sign will be the responsibility of the Town.
- C. All signs to be hung are coordinated through the Town office.
- D. Each party to the MOU shall have the right to change the location and/or remove the sign having given prior notice of 1 year to the parties involved, and
- E. Each party to the MOU shall have the right to conduct their business as “usual”. Richland may make use of the sign when it is not being used by the Town providing it schedules available times with the Town office.
- F. Exhibit A identifies the site and location of the sign. The town requests the right to enter the site to service the sign, hang signs and perform any repairs as needed.

II. **Resolution of Disputes.** Disputes that arise regarding any provision of this MOU, or in matters regarding the collaboration of the organizations in general, shall be discussed by the parties in good faith with the goal of resolving such disputes. Any dispute not resolved by the parties shall be referred to the Circuit Court of Frederick County.

III. **Limitations on the Nature of the MOU.** This MOU does not constitute or create a joint venture, partnership or formal business organization or any kind, other than collaboration for the purposes of the signage promoting Town events, and the rights and obligations of the parties shall be only those expressly set forth therein. No party shall have authority to bind another party. Nothing herein shall be construed as providing for the sharing of profits or losses with respect to the Town or Richland.

The parties, by and through their duly authorized representatives, have executed this Memorandum of Understanding on the dates listed next to their signatures below.

Richland Development, LLC

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature  
Richland Development, LLC

\_\_\_\_\_ 2018  
Date

Burgess and Commissioners of Middletown

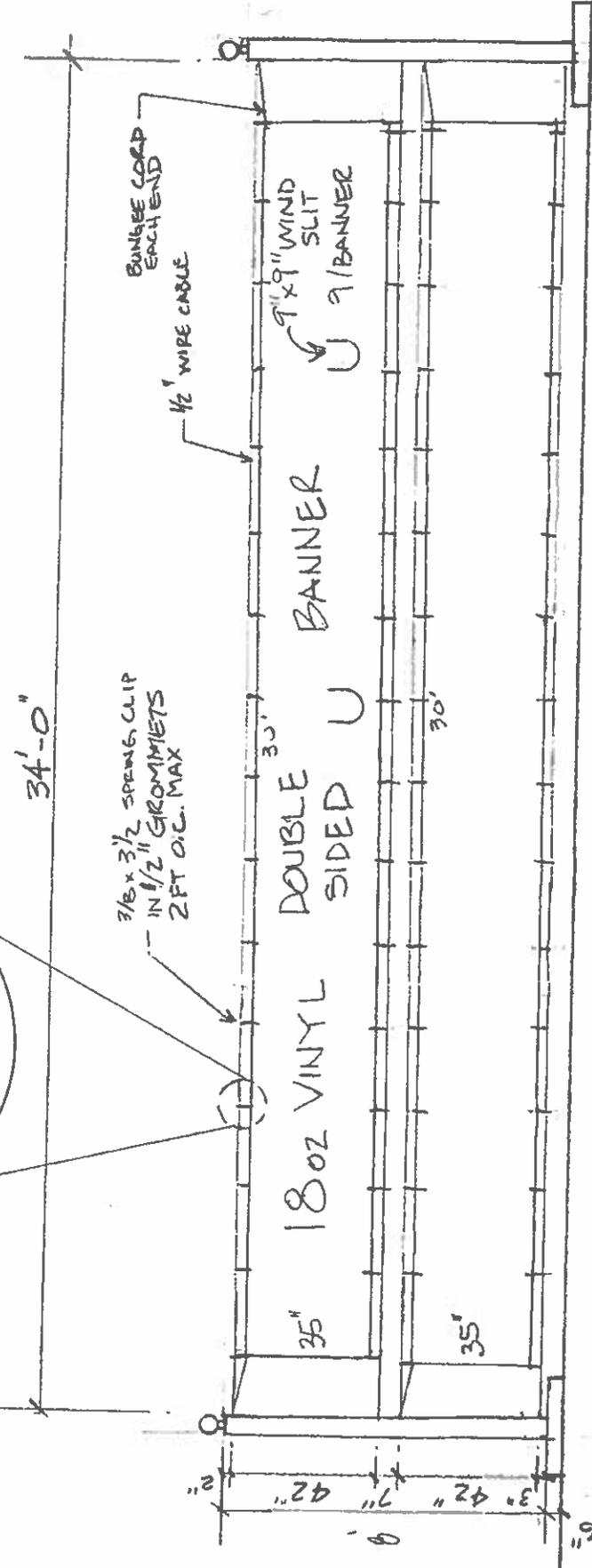
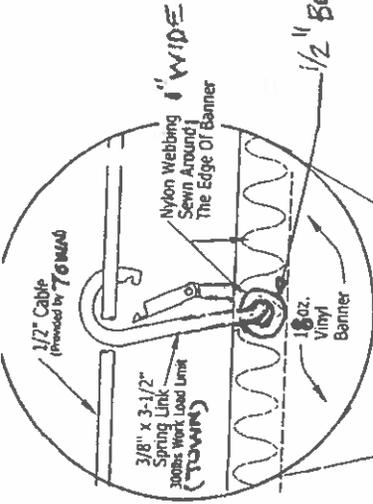
By: \_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature  
John Miller, Burgess

\_\_\_\_\_ 2018  
Date

## **Proposed Materials for use on Middletown Sign**

1. All hanging banners will be commercially produced.
2. Posts will be placed in concrete pads and have guy wires to provide extra stability.
3. Poles will have a similar appearance to the light poles and banner poles in Middletown



GROUND BANNER SYSTEM  
1" = 40'

**Banner Specifications**

- 18 oz Vinyl Double Sided
- 35" high x 360" wide
- Edges finished with 1" wide webbing sewn all around. Corners to have additional reinforcing to limit tearing.
- 1/2" Grommets at 2 feet on center top and bottom
- Wind Slits 9"x9", 9 per banner



# ***Town of Middletown Municipal Parking Lot***

- All vehicles must have valid tags and be operational
- No Long-Term Parking of vehicle(s) for more than one (1) week
- No overnight parking of RV's
- No storage of RV's, trailers or equipment

**Please lock your vehicle**

**Violators will be prosecuted, and towing enforced at owner's expense.**

**Towing enforced by XYZ Towing**





\$ 90,000.00

**Elm St Parking and Street**

		L	W	SY	COST
		41000	1	4555.6	
Tar and Chip	2650.0	\$ 9.20			\$ 24,380.00
2" Overlay 12.5mm	2650.0	\$ -			\$ -
Paving Fabric ( SY)	2650.0	\$ -			\$ -
Wedge and Level (TONS)	100.0	\$ -			\$ -
Full Depth Patch (SY)	135.0	\$ 40.00			\$ 5,400.00
Driveway Apron Replacement		22	6	0.0	
	0.0	\$ 70.00			\$ -
Curb and Gutter Remove and Replace Perimeter L = LF	0	\$ 35.00			\$ -
<b>Water Services Replacement ALLOWANCE</b>					
Installation	0	\$ 4,000.00			\$ -
Patch	0	\$ 350.00			\$ -
<b>SS Lines and Services</b>					
TV prior to construction	0	\$ 2,500.00			\$ -
Storm Drain Repair	0	\$ 1,500.00			\$ -
Sidewalk (allow 65% replacement) DELETE if resident reimbursed	0.0	\$ 54.00			\$ -
		300	4	133.3	
Curb and Gutter	325	\$ 45.00			\$ 14,625.00
Pavement Marking and Signs	1	\$ 2,000.00			\$ 2,000.00
Landscaping	1	\$ 8,000.00			\$ 8,000.00
<b>LIGHTING and POWER</b>					
Power Service and Control	1	\$ 10,000.00			\$ 10,000.00
Street Lights	3	\$ 4,500.00			\$ 13,500.00
Electric Vehicle Charging Station	1	\$ 2,050.00			\$ 2,050.00
subtotal					\$ 79,955.00
Mobilization, Insurance Bond					\$ 6,396.40
<b>Total Estimated Construction Cost (7/2018)</b>					<b>\$ 86,351.40</b>
Engineering					\$ -
<b>Project Cost</b>					<b>\$ 86,351.40</b>
		10% contingency			<b>\$94,986.54</b>

# **TOWN OF MIDDLETOWN**

## **SOCIAL MEDIA POLICY**

Welcome to the official Facebook page for the Town of Middletown, Maryland. Visit [www.middletown.md.us](http://www.middletown.md.us) for more information. This page is monitored weekdays between 8:00 a.m. and 4:00 p.m. and during emergency incidents.

The Town of Middletown understands that the widespread use of the of the internet has changed the nature of communication, and believes that the use of social media can help inform the citizens of the Town and other interested individuals.

The Town of Middletown recognizes that social media tools present bot possibilities and challenges. They allow dialogue between the Town and the public in a timely and accessible format, but carry with them the risk of being a forum for inappropriate comments or activity. To guide the Town and its citizens in the use of these tools, the following Social Media Policy has been adopted.

### **Definitions:**

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

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

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

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

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

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

### **Operational Guidelines:**

1. The purpose of this Facebook page is to present matters of public interest related to the Town of Middletown as they concern our many residents, businesses and visitors. The Town intends to create an open discussion regarding municipal activities' and services, and to encourage helpful and useful comments. This is a limited online discussion site and not a public forum. All use of social media by the Town and its employees shall be consistent with applicable federal, state, and local laws, regulations and policies, including all information technology security policies.
2. Social Media shall be used for:
  - a. Disseminating time-sensitive information as quickly as possible (i.e., emergency information, meeting notices, public hearings, etc.);
  - b. Communicating and receiving feedback from Town residents and businesses;
  - c. Marketing and promoting the information about the Town to the widest possible audience;

3. The Administrator will be responsible to post items to social media. Visitors will have the ability to comment on posts;
4. When possible, content posted to Town social media sites shall contain links directing visitors to the Town's official website for more information, forms, documents or online services;
5. The Town, at its sole discretion, reserves the right to delete submissions that violate the Visitor Guidelines provisions of this policy;
6. Freedom of information Act laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.
7. The Town reserves the right to restrict or remove any content that is deemed in violation of these guidelines or any applicable law, and reserves the right to delete comments that are more than 30 days old.
8. Those who provide content to this site agree to have no expectation of privacy in the information provided. The Town is not responsible for and does not endorse any links embedded in comments posted to this site by third parties. This site does not circumvent or supersede the Town's normal business practices or processes. For example, responses to requests for proposals, invitations for bid, or other competitive procurements are not properly submitted via this site. Content submitted to this site is not legal notice to the Town.
9. Comments expressed on this site do not necessarily reflect the opinions and position of the Town of Middletown or its elected officers and employees.

#### **Visitor Guidelines:**

1. The Town welcomes you and your comments to the Town of Middletown, Maryland Facebook page. The purpose of this site is to present matters of public interest in the Town to its many residents, businesses and visitors. We encourage you to submit your questions, comments and concerns. Please note that this is a moderated page; all comments will be reviewed for appropriate content. We recognize that the web is 24/7 medium and your comments are welcome at any time. However, given the need to manage our staff resources we will generally moderate comments between 8am. – 4pm., Monday through Friday, excluding holidays.
2. Please stay on topic and show respect to those who will read your comments. The Town reserves the right to determine which comments are acceptable. The Town does not discriminate against any views, but has an obligation to all visitors to its social media sites. Comments containing any of the following shall not be allowed:
  - a. Comments containing vulgar or profane language;
  - b. Threatening or personal attacks of any kind;
  - c. Comments or content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or intellectual disability or sexual orientation;
  - d. Spam or links to other sites that are inappropriate;
  - e. Comments clearly off topic;
  - f. Comments which encourage or advocate illegal activity;
  - g. Promotion of particular services, products or political organizations or candidates for office;
  - h. Content that violates a legal ownership interest of any other party, such as infringement on copyrights or trademarks;
  - i. Comments which include personally identifiable medical information;
  - j. Information that may compromise the safety, security or proceedings of public systems or any criminal or civil investigations.
3. Comments or questions on social media do not serve as formal requests for Town service and responses have to be general. Any resident needing a specific response from the Town should call Town Hall.

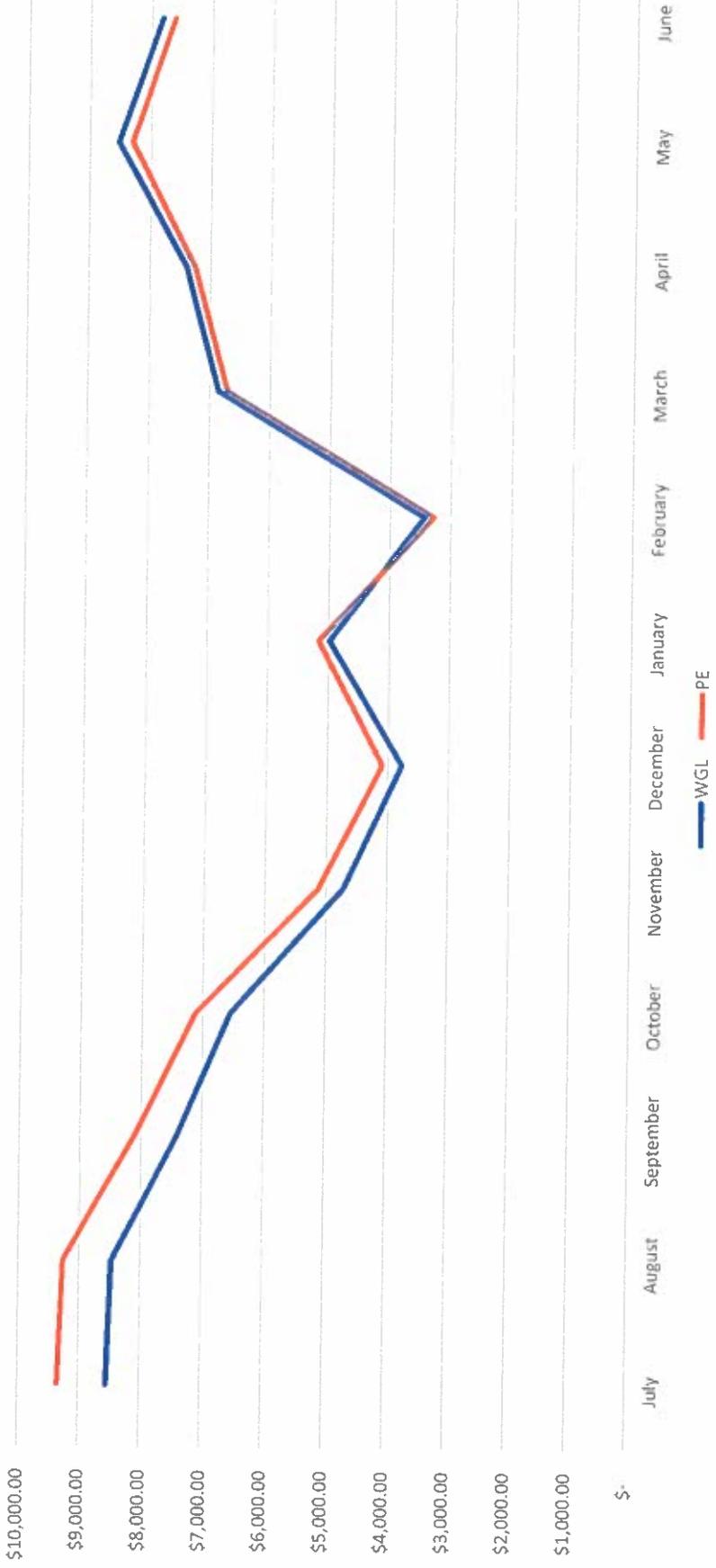
4. This site may not be used for the submission or any claim, demand, formal or informal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal or administrative remedy.
5. Communication via the internet, whether e-mail or social networking sites, is all a public record. Information provided in comments may be publicly available on Facebook and the privacy policies of Facebook apply. Please do not include personal details in your posts or comments. The Town of Middletown disclaims any liability for any loss or damage resulting from any comments posted on this page.

**Comments:**

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



Solar Array - Power Generation Cost Comparison



### Solar Array - Rate Analysis kWh

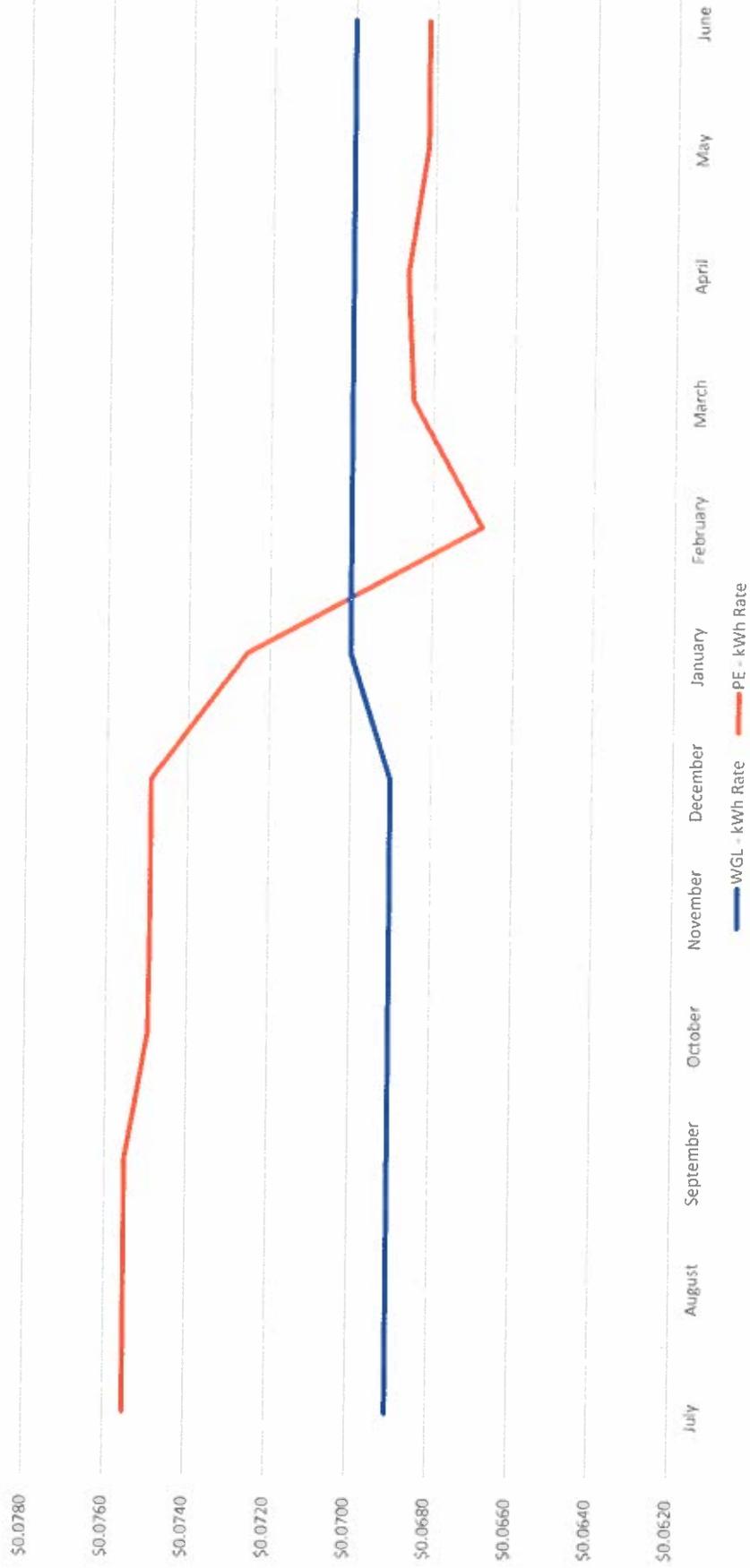


EXHIBIT A

ENERGY PURCHASE RATES

Operations Year	Rate (\$ per kWh)
1	0.067
2	0.069
3	0.070
4	0.072
5	0.074
6	0.076
7	0.078
8	0.080
9	0.082
10	0.084
11	0.086
12	0.088
13	0.090
14	0.092
15	0.095
16	0.097
17	0.099
18	0.102
19	0.104
20	0.107
21	0.110
22	0.113
23	0.115
24	0.118
25	0.121

provided for herein, shall not be a Business Day, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next Business Day.

(j) Entire Agreement. This Agreement together with the Lease constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, whether oral or written.

(k) No Third Party Beneficiary. Except with respect to the rights of the Financing Parties, permitted successors and assigns and as provided above and the rights of indemnitees, (a) nothing under this Agreement shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the obligations under this Agreement and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the obligations under this Agreement.

(l) Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

## 26. PURCHASE OPTIONS.

(a) Early Purchase Options. On the tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>), and 20<sup>th</sup> anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the Fair Market Value of the Project at such anniversary date and (ii) the amount shown on Schedule 26 – PURCHASE OPTION AMOUNTS, plus, if applicable, repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before ninety (90) days after such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. At any time following receipt of the notice from Host, but no later than thirty (30) days after the date Host gives notice of its election to exercise the option, Provider may notify Host if it believes the Fair Market Value of the Project exceeds the Early Termination Amount, and, in the same notice, Provider shall provide Host an appraisal of the Fair Market Value. If Host agrees with the appraisal of the Fair Market Value it shall pay such sum to Provider. If Host disagrees with the appraisal's estimate of the Fair Market Value of the Project, Host may request that the Parties meet to discuss the appraisal. If the Parties cannot agree within ten (10) days of the Host's receipt of the appraisal of the Fair Market Value, the Parties will be deemed to enter into a Dispute for purposes of Section 23(a) and shall follow the procedures in Section 23(c) for resolution of the Dispute. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be

undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will be deemed to enter into a dispute for purposes of Section 23(a) and shall follow the procedures in Section 23 for resolution of the dispute. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 26(a) or 26(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host.

(d) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 26(a) and 26(b) shall not survive the termination of this Agreement.

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Schedule 26 – PURCHASE OPTION AMOUNTS

Option Year (Anniversary of COD)	Option Amount
10 <sup>th</sup>	\$533,239
15 <sup>th</sup>	\$374,997
20 <sup>th</sup>	\$281,605

EXHIBIT B

EARLY TERMINATION AMOUNTS

Operations Year	Early Termination Amount
1	\$2,037,902
2	\$1,819,791
3	\$1,533,812
4	\$1,297,296
5	\$1,089,000
6	\$922,490
7	\$866,823
8	\$833,153
9	\$798,618
10	\$761,344
11	\$721,154
12	\$677,864
13	\$631,274
14	\$595,176
15	\$586,489
16	\$579,781
17	\$574,568
18	\$551,168
19	\$525,448
20	\$497,265
21	\$466,469
22	\$432,903
23	\$396,400
24	\$356,786
25	\$279,511