



## AGENDA FOR THE TOWN MEETING

January 22, 2018

7:00 p.m.

### PLEDGE TO THE FLAG

### CALL TO ORDER

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

### CONSENT AGENDA

- [Girls on the Run Event – June 2, 2018 at 9:30AM](#)
- Town Meeting Minutes
  - [January 4, 2018 – Town Workshop](#)
  - [January 8, 2018 – Town Meeting](#)

### PERSONAL REQUESTS FOR AGENDA:

- [Colby Doreen – Eagle Scout Project Remsberg Park Entrance Sign](#)

### UNFINISHED BUSINESS:

- [Introduction of Ordinance 18-01-01 – Permitting Fee Schedule Increase & Scheduling Public Hearing](#)
- [Memorandum Annexation Agreement & Scheduling Public Hearing](#)

### NEW BUSINESS:

- [Review of Subdivision Sign Policy for Future Repairs/Replacement](#)

### PUBLIC COMMENTS:

### ANNOUNCEMENTS:

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

### ADJOURNMENT

## **Proposed Girls on the Run of Frederick County Spring 5K @ Middletown Park and surrounding roads.**

**6/2/2018, 0930 (tentative) start time. Event wrapped up by 11:30 A.M.**

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### **Written Route Description:**

**Start:** Run would start along the entry drive to the baseball fields, approximately 115 feet to the northwest of the existing speed bump/250 feet from the Schoolhouse Drive intersection. The run would start at 0930, with participants beginning to line up at 0920. Participants would run northwest along the parking lot driveway, exiting the pavement near the outdoor basketball court.

**Cross Country Portion of the Course:** Upon exiting the pavement, the girls will proceed in a clockwise manner around the baseball fields, eventually joining the paved path and crossing the creek via the small bridge at the north end of the pond. Shortly after crossing the bridge, participants would turn left onto the grass, following the wood-line clockwise until joining the driveway to the county facility located at the north edge of the park.

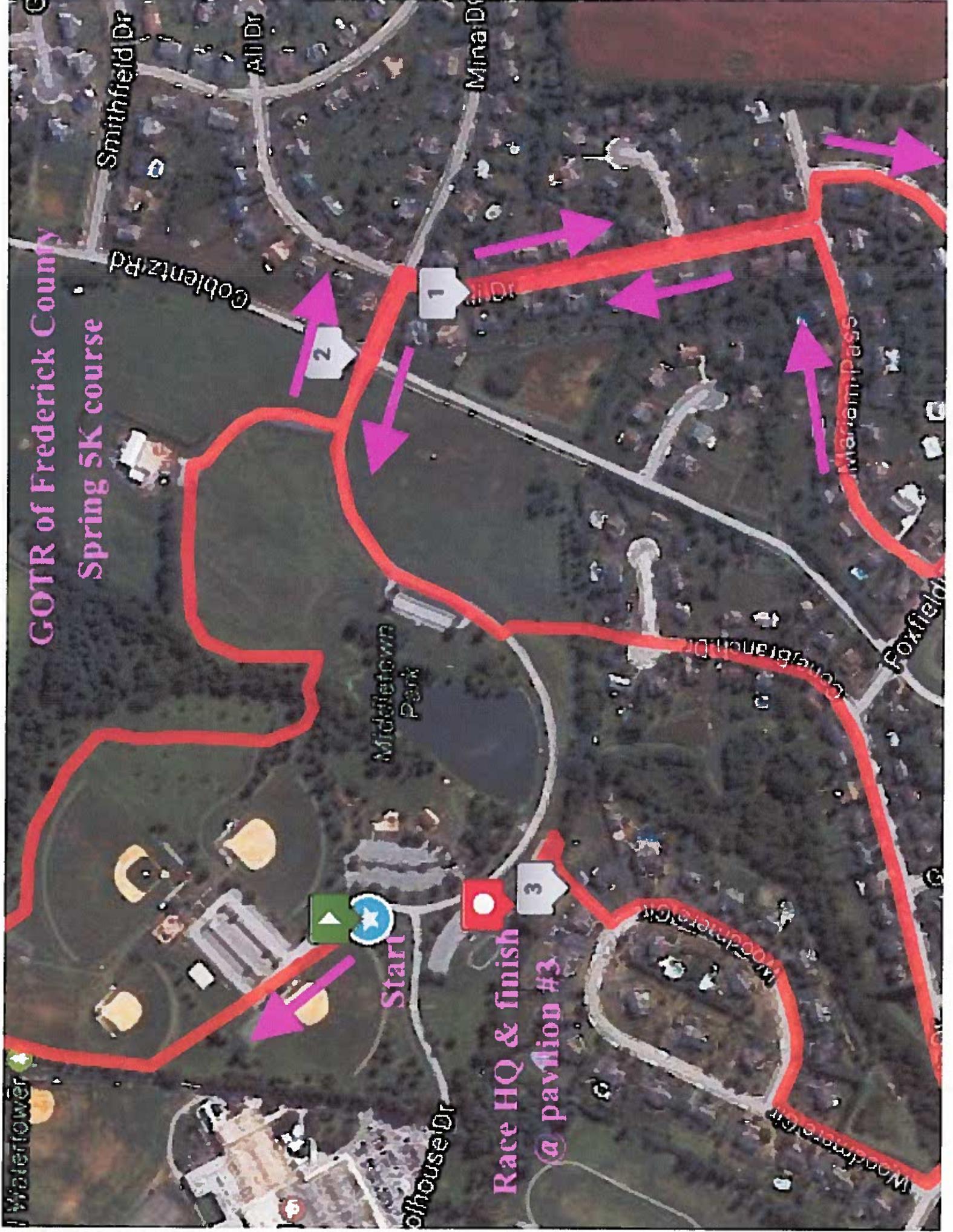
**Road Portion of the Course:** Participants would then follow this driveway south, turning left (east) onto the park access road, toward Coblentz Rd. Participants would exit the park then cross Coblentz Rd. and continue straight onto Mina Dr., and shortly thereafter turn left onto Ali Drive. Ali Dr. is followed to Mariam Pass. At Mariam Pass participants would make a right turn, following Mariam Pass to Foxfield Pass, which is then followed eastbound to Manda Dr. At Manda Drive, participants would turn left, following Manda Dr. to the intersection with Miriam Pass, turning left onto Miriam, then right onto Ali Drive. Ali Drive is followed northbound to Mina Drive, where participants will proceed westbound on Mina toward Coblentz Rd. crossing Coblentz again and entering Middletown Park via the access road. Participants will run on the access road for approximately 1,000 feet before exiting the roadway and proceeding south (left turn) on the paved walking path linking the park to Cone Branch Drive.

**Sidewalk Portion of the Course:** Upon exiting the paved walking path, participants will be instructed by course marshals to proceed along the sidewalk on the west side of Cone Branch Drive. This sidewalk will be followed to join the sidewalk at East Green Street (right turn), then right onto the sidewalk following the east side of Woodmere Circle, turning right as Woodmere Circle goes right to begin it's "P" shaped loop.

Participants would turn right onto the concrete sidewalk on Woodmere Circle, following this back toward Middletown Park.

**Final 100 Yards:** The participants will run past the marble courts and finish in the vicinity of Pavilion #3.

**Notes:** **A)** We will have course marshals stationed at all of the major turns. **B)** We will be placing traffic-cone based signage along the course so that participants can be assured they're following the correct route. This procedure will start at around 0730 on race morning. **C)** Course signage will be picked up on a rolling basis, following behind the last runners so that there shouldn't be any evidence of the event by 1115 on race morning. **D)** Running Buddies will be instructed to keep their girls on the left side of the road, running against traffic, while on any road portion of the course. **D)** Course marshals will ensure that participants are instructed to follow the sidewalk from Cone Branch Drive to the finish.



**GOTR of Frederick County  
Spring 5K course**

**Start**

**Race HQ & finish  
@ pavilion #3**

1

2

3

Smithfield Dr

All Dr

Mina Dr

Coblenz Rd

Middletown  
Park

Middlebranch Dr

Marriampass

Forfield

Water tower

Polhouse Dr

Woodmore Dr

Woodmore Dr

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN MEETING MINUTES

### **WORKSHOP MEETING**

**January 4, 2018**

The workshop meeting of the Burgess and Commissioners of Middletown was called to order on January 4, 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, Tom Catania and Rick Dietrick.

### **CONSENT AGENDA:**

*Financial Statements*

*Town Meeting Minutes*

- *December 7, 2017 – Town Workshop*
- *December 11, 2017 – Town Meeting*

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

#### **STAFF REPORTS:**

Community Deputy Report - DFC Hewitt gave the deputy report for December.

Staff Planner Report – Cindy gave her report.

Main Street Manager Report – Becky gave her report.

Engineers Report – Bruce gave his report.

Zoning Administrator's Report – Ron was not present but submitted his report for the Board's review.

#### **UNFINISHED BUSINESS:**

**Introduction Ordinance 17-10-01 – Telecommunication Facilities** – Cindy went over the minor changes made to this ordinance.

**Introduction Ordinance 17-10-02 – Work Within Public Right-of-Ways** – Cindy went over the minor changes made to this ordinance.

**MEA Energy Action Plans** – Cindy stated that she has to submit this action plan on Friday, January 12, 2018 and needs the Board's approval.

**Memar Annexation-** The Board reviewed the draft annexation agreement. The Board instructed Drew to make a few minor changes.

#### **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:**

**Request from SHA for Road Detour in the Downtown** – Consensus of the Board to respond to SHA giving our concurrence.

**Review of Subdivision Sign Regulations and Maintenance** – Drew showed the Board pictures of the 7 existing subdivision signs that were built before our code went into effect that now requires the signs to be of a permanent nature. Staff is asking for direction from the Board if they wish to fix these signs when necessary.

**Review of Ethic Code Required Changes** – Burgess Miller stated that this change is following MD Law.

**Review of Fee Schedules** – Cindy went over the proposed changes.

**Review of Future MDE Water Appropriation Permits Requests** - Burgess Miller stated that the developer of the AC Jets property is asking the Town to submit a request to MDE granting water allocation within the Hollow Creek Aquifer which is currently over-allocated. After some discussion the Board decided not to file this application.

**COMMENT:**

**ANNOUNCEMENTS:**

Workshop adjourned at 9:15pm.

Respectfully submitted,

Ann Griffin  
Office Manager

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN MEETING MINUTES

### REGULAR MEETING

January 8, 2018

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on January 8, 2018, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Rick Dietrick, Tom Catania and Chris Goodman.

### CONSENT AGENDA

#### *Financial Statements*

#### *Request from SHA for Road Detour in the Downtown*

#### *Town Meeting Minutes – December 7, 2018 – Town Workshop and December 11, 2018 – Town Meeting*

Commissioner Bussard motioned to accept this consent agenda as presented, seconded by Commissioner Falcinelli and passed unanimously.

### PERSONAL REQUESTS FOR AGENDA:

#### Unfinished Business:

**Ordinance 17-10-01 – Telecommunications Facilities** – Motion by Commissioner Falcinelli to approve Ordinance 17-10-01 as presented, seconded by Commissioner Bussard. Motion carried 6-0.

**Ordinance 17-10-02 – Work Within Public Right-of-Ways** – Motion by Commissioner Catania to approve Ordinance 17-10-02 as presented, seconded by Commissioner Goodman. Motion carried 6-0.

**MEA Energy Action Plans** – Cindy went over the few minor changes that she made to the MEA action plan and grant. Cindy stated that she is still waiting on information from Potomac Edison.

Motion by Commissioner Dietrick to approve the MEA energy action plan and grant as presented, seconded by Commissioner Catania. Motion carried 6-0.

**Memorandum Annexation Agreement Draft** – Drew went over the draft Annexation Agreement with the Board with all the comments addressed from the previous meetings. Drew will provide the Board with a clean copy at the next meeting.

### REPORT OF COMMITTEES:

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

Water use for December – 294,560 gal., spring flow for December – 56,430, East WWTP treated 192,000 gals. and the WTP treated 258,000 gals.

Well Field Stream Improvement project is underway, I & I project has started, and reservoir design has started.

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

Maintenance staff helped with christmas decorations, we've had three little snow events, cleaned out the basement, mill & overlay bidding will take place in the Spring and Bruce has received 3 proposals that he is reviewing to replace the 3 remaining HVAC units needing replaced.

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

Green Talks – the first one will take place on Saturday, January 13, 2018 at the Library from 12:30-1:30pm.

**PLANNING COMMISSION – Commissioner Catania reported:**

Miller property (former Ingall's property) is moving forward and Richland Golf Course submitted a new site plan for a driving range that the Commission will look at in January. Cross Stone Commons is moving forward the Nail Salon received its U&O today. Next meeting is January 15, 2018.

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

Colby Doreen will be the next meeting to present his eagle scout project to put in a permanent sign at Remsburg Park.

**PUBLIC INFORMATION – Commissioner Falcinelli reported:**

Encouraged the residents to sign up for the Alert Frederick County.

**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 Town adopting the Subdivision and Community Identification Signs in 2010, which now requires all subdivision and community signs be of a permanent nature. After much discussion the Board instructed Drew to develop a policy with steps to possibly replaced these signs and if none are done the sign will be torn down.

**Review of Ethic Code Required Changes –** Motion by Commissioner Falcinelli to approve Ordinance 18-01-01 Required Ethic Code Changes as presented, seconded by Commissioner Goodman. Motion carried 6-0.

**Review of Fee Schedules –** This will be introduced at the January 22, 2018 meeting.

**Review of Future MDE Water Appropriation Permits Requests –** Drew stated that the developer of the AC Jets property is asking the Town to submit an application for a future water appropriation permit from MDE. Drew stated that this well is within the Hollow Creek Aquifer which is currently over allocated. After some discussion a motion by Commissioner Dietrick to not send this application to MDE, seconded by Commissioner Bussard. Motion carried 6-0.

**PUBLIC COMMENT:**

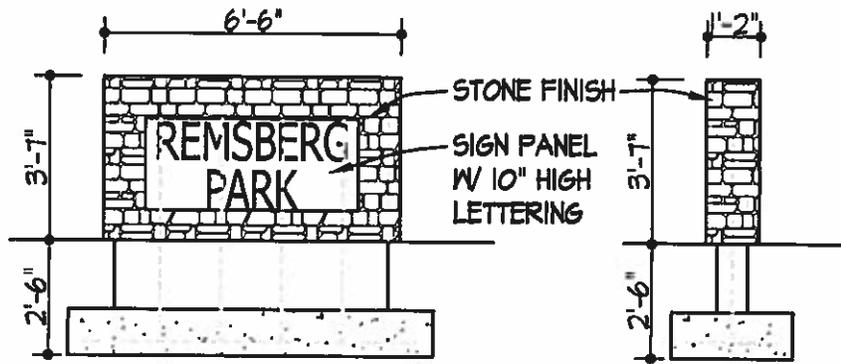
**ANNOUNCEMENTS:**

**ADJOURNMENT**

Meeting adjourned at 8:05pm.

Respectfully submitted,

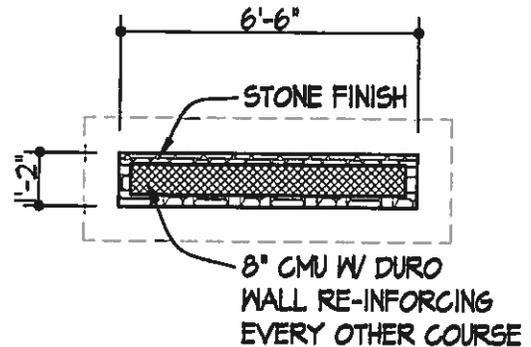
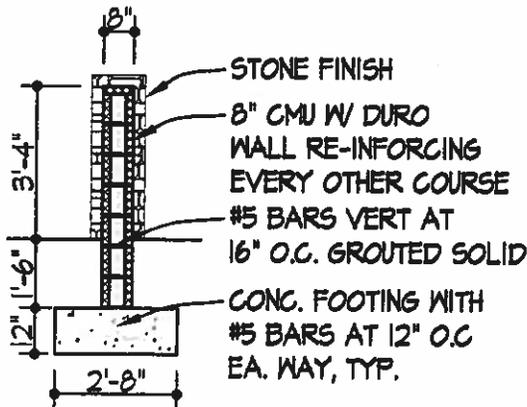
Ann Griffin  
Office Manager



4

**SIGN ELEVATIONS**

Scale: 1/4" = 1'-0"



3

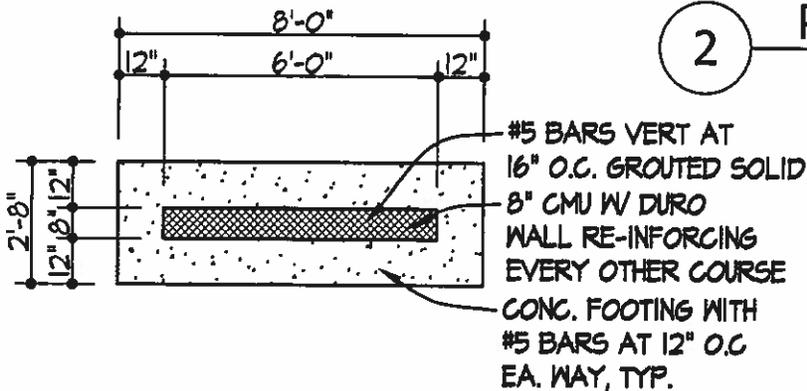
**SIGN SECTION**

Scale: 1/4" = 1'-0"

2

**PLAN**

Scale: 1/4" = 1'-0"



1

**FOUNDATION PLAN**

Scale: 1/4" = 1'-0"

6-17-13 REVISION FOR REVIEW

**PARK SIGN  
REMSBERG PARK  
MIDDLETOWN, MARYLAND**

**FREDERICK ARCHITECTURAL  
DESIGN STUDIO, LLC.**  
COMMERCIAL ARCHITECTS RESIDENTIAL  
10480 LAKE RIDGE COURT, NEW MARKET, MARYLAND 21774  
Telephone: 301/788-0619  
E-MAIL: ROGER@FREDARCH.COM

**PROPOSED  
SIGN**

PROJ. # 1764  
SCALE: AS NOTED

**A-1**

**ORDINANCE NO. 18-01-01**

**AN ORDINANCE TO REVISE THE FEE SCHEDULE PERTAINING TO VARIOUS LAND USE-RELATED APPLICATIONS SUBMITTED TO THE TOWN**

**SECTION I. BE IT ORDAINED AND ENACTED** by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 17, Chapter 17.52, Section 17.52.040 of the Middletown Municipal Code be, and hereby is amended as follows. Language being repealed and deleted is designated by being in ~~[brackets and stricken through]~~. New language is designated by being in **BOLD CAPITAL LETTERS OR NUMBERS**:

**TITLE 17 ZONING**

**17.52.040 Fee Schedule**

The fees for the services to be rendered as set forth in this Chapter are as stated in the following Fee Schedule. **THE TOWN MAY WITHHOLD TAKING ANY ACTION ON ANY APPLICATION UNTIL ALL REQUIRED FEES ARE PAID IN FULL.**

**BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND  
FEES FOR VARIOUS LAND USE, PERMITTING,  
SUBDIVISION AND ZONING PROCEDURES**

<u>Permits</u>	<u>Fee</u>
<u>Residential Permits</u>	
Internal Improvements	\$25.00
External Improvements	\$25.00
<u>New Residence Permits</u>	
Single-Family Unit-	\$200.00
Multi-Family Unit-	\$200.00 + \$100.00/additional unit
Demolition	\$50.00

<u>Commercial Permits</u>	
Internal Improvements	\$100.00
External Improvements	\$100.00
Structure Conversion	\$100.00
New Commercial	\$500.00
Demolition	\$100.00
Change of Use	\$50.00 + all other applicable fees
Home Occupation	\$50.00 + all other applicable fees

<u>Construction</u>	<u>Fee</u>
<u>New Subdivision</u>	
Construction Inspection	1% of Total Cost Estimates for Stormwater Management, Sediment & Erosion Control and Public Improvements

<u>Development</u>	<u>Fee</u>
<u>Concept Plan</u>	\$250.00 + [ <del>\$200.00</del> ] <b>\$400.00</b> Engineering Fee + <b>\$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE + \$15.00/Sheet Electronic Filing Fee</b>
<u>Site Plan</u>	
Residential	\$250.00 + \$10/unit + <b>\$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE + \$15.00/Sheet Electronic Filing Fee + ANY APPLICABLE COUNTY FEES</b>
All Other	\$350.00 + \$50/acre + [ <del>\$200.00</del> ] <b>\$400.00</b> Engineering Fee + <b>\$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE +</b>

	\$15.00/Sheet Electronic Filing Fee + ANY APPLICABLE COUNTY FEES
<u>Preliminary Plan Review</u>	
All Subdivisions	\$350.00 + \$50/lot + [ <del>\$200.00</del> ] \$400.00 Engineering Fee + \$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE + \$15.00/Sheet Electronic Filing Fee + ANY APPLICABLE COUNTY FEES
<u>Mass Grade Plan Review</u>	
All Subdivisions	\$250.00 + [ <del>\$200.00</del> ] \$400.00 Engineering Fee + \$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE + \$15.00/Sheet Electronic Filing Fee + ANY APPLICABLE COUNTY FEES
<u>Improvement Plan Review</u>	\$300.00/page + [ <del>\$200.00</del> ] \$400.00 Engineering Fee + \$300.00 BASE CONSULTATION FEE + ANY ADDITIONAL CONSULTATION FEE INVOICED TO THE TOWN ABOVE THE \$300.00 BASE FEE + \$15.00/Sheet Electronic Filing Fee + ANY APPLICABLE COUNTY FEES
<u>Forestry Plan Review</u>	
Simplified Forest Plan	\$200.00 + \$15.00/Sheet Electronic Filing Fee
Preliminary Forest Plan	\$200.00 + \$4.00/acre + \$15.00/Sheet Electronic Filing Fee
Final Forest Plan	\$200.00 + \$4.00/acre + \$15.00/Sheet Electronic Filing Fee
Inspection Fee	\$50.00 per inspection +1% of Total Cost Estimates for Plant Material and Planting
<b><u>WIRELESS TELECOMMUNICATIONS STRUCTURES AND FACILITIES</u></b>	
<b>NEW TOWER OR SUPPORT STRUCTURE OR</b>	<b>\$5000 + CONSULTATION FEES INVOICED TO THE TOWN</b>

<b>SUBSTANTIAL MODIFICATION</b>	
<b>ELIGIBLE FACILITY (ANY CO-LOCATION OR NON-SUBSTANTIAL MODIFICATION)</b>	<b>\$1000 + CONSULTATION FEES INVOICED TO THE TOWN</b>
<b>AMENDMENT OR WAIVER REQUEST</b>	<b>\$200 + CONSULTATION FEES INVOICED TO THE TOWN</b>
<b>FINAL INSPECTION</b>	<b>\$200 + CONSULTATION FEES INVOICED TO THE TOWN</b>
<u>Final Plat Review</u>	
Combined Prelim/Final	\$250.00 + \$50/lot + [ <del>\$200.00</del> ] <b>\$400.00</b> Engineering Fee + \$15.00/Sheet Electronic Filing Fee
Correction Plat	\$100.00 + \$10/lot + \$15.00/Sheet Electronic Filing Fee
Addition Plat	\$100.00 + \$10/lot + \$15.00/Sheet Electronic Filing Fee
Final Plat	\$300.00 + \$25/Lot + [ <del>\$100.00</del> ] <b>\$200.00</b> Engineering Fee + \$15.00/Sheet Electronic Filing Fee
<u>Resubmission</u>	50% of original fee + 25% of Original Legal Fee and/or Engineering Fee + \$15.00/Sheet Electronic Filing Fee + <b>CONSULTATION FEES INVOICED TO THE TOWN</b>

<u>Administrative</u>	<u>Fee</u>
<u>Board of Appeals</u>	
Variance	\$100.00 + \$100 advertising for non principal structure \$200.00 + \$100 advertising for principal structure
Special Exception	\$300.00 + \$100 advertising
Special exception application for residential purposes submitted under § 17.48.220 (residential uses in the GC district), §17.48.320 (restricted vehicles in residential district), §17.48.360	\$150.00 + \$100 advertising

(fences - in residential district) and § 17.48.400 (solar collection systems, freestanding - in residential district)	
Administrative Error	\$200.00 + \$100 advertising
<u>Text Amendment</u>	\$300.00 + \$200 advertising + [ <del>\$150.00</del> ] <b>\$200.00</b> Legal Fee
<u>Rezoning Request</u>	\$400.00 + \$20/acre + \$200.00 advertising
<u>Annexation Review</u>	\$1,000.00 + \$50/acre + [ <del>\$150.00</del> ] <b>\$200.00</b> Legal Fee + \$200.00 advertising
<u>Recording Fees</u>	
Plats	\$75 fee + \$5/plat
All other Documents	\$50.00/document
<u>Public Works Agreement Review</u>	\$225.00 + [ <del>\$150.00</del> ] <b>\$200.00</b> Legal Fee
<u>HOA Document Review</u>	\$225.00 + [ <del>\$150.00</del> ] <b>\$200.00</b> Legal Fee
<u>Water &amp; Sewer Master Plan Change</u>	\$500.00 + [ <del>\$100.00</del> ] <b>\$200.00</b> Engineering Fee

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

INTRODUCED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

EFFECTIVE DATE: \_\_\_\_\_, 2018

ATTEST:

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

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

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

## 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.

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 \_\_\_\_\_ feet in width and surfaced in \_\_\_\_\_.

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



## **Burgess and Commissioners of Middletown, Maryland**

### **Subdivision Signs Repair and/or Replacement Policy**

*The Town has sixteen (16) subdivision signs throughout Town. Some are on Town owned easements, others are on private property. Of the sixteen (16) subdivision signs, seven (7) were approved and installed prior to the adoption of the Subdivision and Community Identification Signs section of the Town Code in 2010. The code requires that all subdivision and community signs be of a permanent nature and needing little to no maintenance. Meaning stone or brick construction.*

*This policy is to address how future maintenance and/or replacement or removal of the seven (7) subdivision signs installed prior to the adoption of the Subdivision and Community Identification Signs section of the Town Code was enacted.*

#### **General Maintenance**

These are items such as cleaning or pressure washing sign and maintenance of landscaping around the sign. This will NOT be done by Town Staff. Subdivision residents can volunteer their time to address general maintenance issues.

#### **Minor Repairs**

This would include small repairs such as replacement of brackets and would be handled by the Town Staff. These types of repairs would be able to be done with typical materials on hand.

#### **Major Repairs and/or Replacement**

Any major repairs will NOT be paid for by the Town. In the event that a sign requires major repairs, Town Staff will notify by letter, the residents of the subdivision the need for repairs. It will be up to the residents of the subdivision to decide whether or not to repair or replace the subdivision sign. If replacement is the decision, the new subdivision sign must comply with the Town Code. All cost associated with any repairs or new installation will be paid for by the residents and not the Town.

If the residents of the subdivision, cannot make a decision about the subdivision sign, once it has fallen into disrepair within 3 weeks from the notice of the letter. The Town will permanently remove the subdivision sign.