



AGENDA FOR THE TOWN MEETING

January 23, 2017

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

- Town Meeting Minutes
 - [January 5, 2017 – Town Meeting](#)

PERSONAL REQUESTS FOR AGENDA:

Mr. Kert Shipway, CPA & Ms. Cheryl Dodson, Albright, Crumbacker Moul & Itell, LLC – FY 2016 Audit

UNFINISHED BUSINESS:

- Discussion of Increase to Improvement Fees
- Appointment(s)
 - **Planning Commission Temporary Alternate – One (1) Seat**

NEW BUSINESS:

- [Memar Corporation – Petition for Annexation 93.938 AC](#)
- [Request from Verizon for Cellular Lease Amendment](#)
- [Discussion of Professional Services for Town Seal & Town Logo Design](#)
- Sensus Meter Recall

PUBLIC COMMENTS:

ANNOUNCEMENTS:

- *250th Town Talks – February 12, 2017 African American History; 1:00PM at 100-104 West Main Street*
- *Board of Appeals Seat Coming Up for Appointment*

ADJOURNMENT

EXECUTIVE SESSION:

Personnel Matter

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN MARYLAND**

TOWN MEETING MINUTES

REGULAR MEETING

January 5, 2017

The first monthly meeting of the Burgess and Commissioners of Middletown was called to order on January 5, 2017, by Commissioner Bussard at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Rick Dietrick, Tom Catania and Christopher Goodman.

CONSENT AGENDA

Financial Statements

Lease with Middletown Valley Bank for Open Space

Town Meeting Minutes – December 12, 2016

Commissioner Catania motioned to accept this consent agenda as submitted, seconded by Commissioner Goodman and passed unanimously.

Personal Requests for Agenda:

Staff Reports:

Staff Planner - Cindy gave her report

Main Street Manager – Becky gave her report

Engineers Report – Bruce gave his report

Zoning Administrator – Ron gave his report

Unfinished Business:

Discussion of Increase to Improvement Fee – tabled this item until the January 23, 2017 meeting.

Update on Fluoride – Brookridge WTP and Well 15 WTP – Drew stated with the installation of the Manganese Removal System at Well #15, there is not enough physical room in the building to add a fluoride injection system. Drew stated that the Board did budget in this year's budget \$60,000 to have fluoride injection added to both Well #15 and the Brookridge WTP. If the Board wishes to add the fluoride we will have to build an addition onto the Well #15 building which the preliminary cost to do this is \$30,000 which was not budgeted. The Board asked to table this until the January 23, 2017 meeting when Commissioner Falcinelli who is the Chairman of the Water/Sewer Committee will be in attendance.

Locust Blvd. & Court Reconstruction – Project Update – Drew stated that there is an existing storm drain on private property on Locust Blvd. The Town does not own this nor do we have an easement for this storm drain. Staff is asking if the Board wishes to go onto private property & repair that existing storm drain. It was the consensus of the Board not to make any repairs to that existing storm drain on private property.

Lease for Wide Format Color Digital Imaging System – Drew stated that as part of the budget this year the Board put \$300/month to lease a Wide Format Color Digital Imaging System. Drew presented the quote for this Imaging System and to lease this for 63 months is \$219/month. Motion by Commissioner Goodman to approve the 63 month lease as presented, seconded by Commissioner Catania. Motion carried 4-0.

REPORTS OF COMMITTEES – no reports this month

NEW BUSINESS:

Appointment of Planning Commission Members – Commissioner Bussard stated that Burgess Miller is proposing that we re-appoint David Lake to the Planning Commission for a 5 year term, elevate Dixie Eichelberger to First Alternate completing Rich Gallagher’s term ending in 2021 and appointing Meredith McKittrick to Second Alternate completing Dixie Eichelberger’s term ending in June 2017.

Commissioner Dietrick stated that he just found out about the Burgess request of appointing Ms. McKittrick and he doesn’t know anything about her. Several of the Board members agreed to hold off appointing Ms. McKittrick as the Second Alternate until they receive more information.

Motion by Commissioner Dietrick to appoint David Lake to another 5 year term and to elevate Dixie Eichelberger to First Alternate completing Rich Gallagher’s term ending in 2021, seconded by Commissioner Catania. Motion carried 4-0.

Appointment of Board of Appeals Members - Commissioner Bussard stated that we have two (2) seats up for re-appointment on the Board of Appeals. Commissioner Bussard stated that Burgess Miller is proposing to re-appoint Tom Routzahn and Tim Coakley for 3 year terms.

Motion by Commissioner Goodman to re-appoint Tom Routzahn and Tim Coakley for 3 year terms to the Board of Appeals, seconded by Commissioner Catania. Motion carried 4-0.

Resolution 17-01 – Acceptance of Community Legacy Grant for Downtown Streetlights in the amount of \$50,000 – Drew stated that this resolution is simply to accept the Community Legacy Grant for the downtown streetlights in the amount of \$50,000.

Motion by Commissioner Catania to approve Ordinance 17-01 as presented, seconded by Commissioner Goodman. Motion carried 4-0.

Recommendation from Planning Commission to add Lighting Design Standards, Regulations and Requirements – Cindy stated that the Planning Commission made a recommendation to add the proposed text amendment language on Lighting Design Standards, Regulations and Requirements. The Board set the Public Hearing for Thursday, February 2, 2017 at 7pm.

Discussion Wireless Telecommunications Facility Siting Regulations – Cindy stated that the Planning Commissioner recently received a request to put a telecommunication antenna on an existing pole on Washington Street. Cindy stated that we have nothing in our code that addresses this. Included in your packet tonight are the Town of Walkersville and Emmitsburg, and the City of Brunswick code that address telecommunication facilities. Cindy thinks that the Board should discuss this further and make a determination if they wish to include this as part of our code. The Board agreed to add this to the Agenda for the Joint Planning Commission & Town Board meeting coming up in February for further discussion.

PUBLIC COMMENT:

ANNOUNCEMENTS:

250th Town Talk – January 17, 2017 at Town Hall at 6:30pm.

ADJOURNMENT

Meeting adjourned at 8:13pm.

Respectfully submitted,

Ann Griffin
Office Manager

Foxfield Section 6

Master Plan
Middletown, Maryland

11-22-2016



LOT TABLE
Single Family Estate Lots

Lot 1	1.00 Acres
Lot 2	1.00 Acres
Lot 3	0.96 Acres
Lot 4	0.96 Acres
Lot 5	0.97 Acres
Lot 6	0.97 Acres
Lot 7	0.98 Acres
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Lot 9	0.79 Acres
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Lot 11	0.52 Acres
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Lot 200	0.51 Acres

Active Acre Lot

Lot 1	0.28 Acres
Lot 2	0.18 Acres
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Lot 79	0.18 Acres
Lot 80	0.22 Acres
Lot 81	0.22 Acres

Open Space
86.0 Acres

DEVELOPMENT NOTES
Total Development Area: 93.8 Acres
Zoning: R-30
Residential, Detached
Setbacks:
Front: 25'
Side: 15'
Rear: 10'
Minimum Lot Area: 90,000 SF @ 0.48 Acres
Minimum Lot Width: 100'
Scale: AS-B
Reference:
Project: 207
Phase: 10
Minimum Lot Area: 3,200 SF @ 0.07 Acres



PETITION FOR ANNEXATION
OF 93.9380 ACRES, MORE OR LESS
INTO THE TOWN OF MIDDLETOWN

BY THIS PETITION, request is herewith made to the Burgess and Commissioners of the Town of Middletown, Maryland, to annex 93.9380 acres of land, more or less (sometimes hereinafter called "the Property"), into the corporate limits of the Town of Middletown, Maryland (hereinafter "the Town"). The area to be annexed is contiguous to and adjoins the existing corporate boundaries of the Town on its north and northwestern boundary; and this annexation will not create any area completely surrounded by the corporate boundaries of the Town, which is not included within the said corporate area (commonly called "an enclave"). The area to be annexed is more particularly described in attached plan called EXHIBIT I, and made a part of this Petition, and called annexation plat.

1. Petitioner shall pay the costs of any required advertising of the Annexation Petition or Resolution.

2. Any persons residing in the area to be annexed and their property, and the property of the Petitioner shall be added to the corporate boundaries of the Town and be subject to the provisions of the Charter of the Town, subject, however, to the provisions of paragraph 3. below.

3. Municipal ad valorem real estate taxes ("Town taxes") shall not be imposed on the Property (or any future subdivided lot or portion of the Property) until the earlier to occur of the following: (a) the owner(s) or developer(s) of any such lot or parcel, or their heirs, personal representatives, successors or assigns, requests that the Town provide to that lot or parcel public water or sanitary sewer and/or other municipal services not available to that lot or parcel as of the Effective Date of the Annexation Resolution, and, pursuant to such request, such services requested are made available to that lot or parcel; or (b) ten (10) years from the Effective Date of the Annexation Resolution.

3.1. Extension of sanitary sewer, water and storm drain lines, streets, curbs, and all other public improvements typically provided by the Town within the area to be annexed, to the extent allowed by law and unless provided otherwise by the Annexation Resolution or by written agreement, shall be at the expense of the owner(s) or developer(s) of the Property ("the Developer") requesting the same and shall be at no cost to the Town. Provided such extensions are requested under the terms outlined above, the Town will extend water and sewer service to the land in the area to be annexed. The Town will allocate water taps to the Developer at the time building permits are

obtained. All water tap fees will be paid by the Developer to the Town, and all water engineering plans will be submitted to the Town for review and approval. The Town will allocate sewer taps to the Developer at the time building permits are obtained. All sewer tap fees will be paid by the Developer to the Town, and the Developer will submit all sewer engineering plans to the Town for review and approval. Developer agrees to take, at its expense, whatever steps are required to extend sewer and water service in ample supply to the area to be annexed.

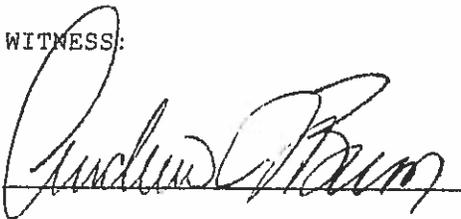
4. Subject to all appropriate laws and administrative requirements, the Property shall be zoned by the Town, at the time of annexation, to the R-20 (Low Density Residential) District.

5. There are no persons who currently reside in the area to be annexed and who are registered voters in the precinct in which the real property to be annexed is located. Petitioner is the owner of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed.

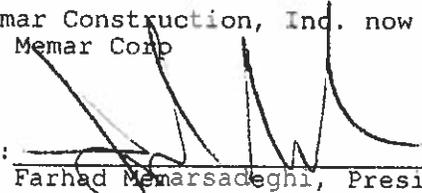
6. The annexation shall be subject to the terms, conditions, and provisions to be negotiated between town and petitioner in an annexation agreement.

WITNESS the execution of this Petition by the undersigned Petitioner on the 19TH day of December, 2016.

WITNESS:



Admar Construction, Inc. now known as Memar Corp

By:  (SEAL)
Farhad Memarsadeghi, President

RECEIVED
DEC 19 2016
TOWN OF MIDDLETOWN

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

CATOCTIN MOUNTAIN SURVEYS, INC

8423 HORNETS NEST ROAD

EMMITSBURG, 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 165, 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° 16' 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 721.55' 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° 36' 56" E 721.53' to stone found, said stone being the found at the end of the N 11° 45' 50" W 56.00' 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 Omenitsch Brothers, Inc. by deed dated June 11, 2002 and recorded at liber 3180 folio 361, thence running with and

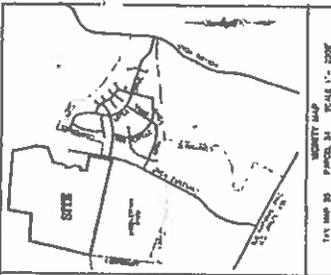
binding on the above mentioned Third parcel, and also with the sixth parcel as described in the above mentioned deed, reversed, the following two (2) courses and distances, the first being

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 61 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 25 Page 170, thence running with and binding on the above mentioned plat, reversed, the following course and distance

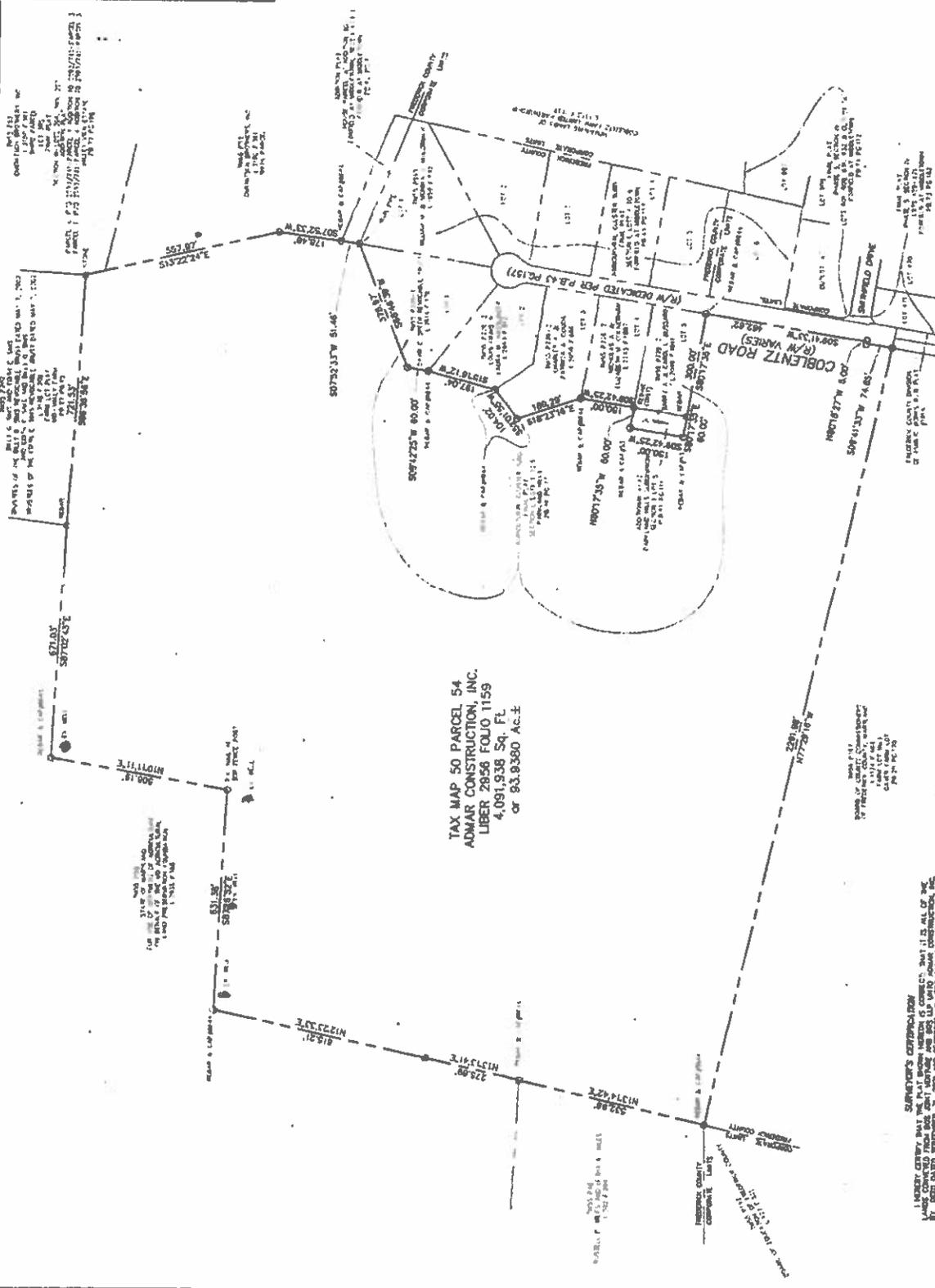
24. N 77° 29' 16" W 2291.98' to the point of beginning

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 2956 folio 1159 among the land records of Frederick County, Maryland



TAX MAP 50 PARCEL 54 SCALE 1" = 200'



TAX MAP 50 PARCEL 54
 ADMAR CONSTRUCTION, INC.
 LIBER 2856 FOLIO 1159
 4,091,938 Sq. Ft.
 or 93.9380 Ac.±

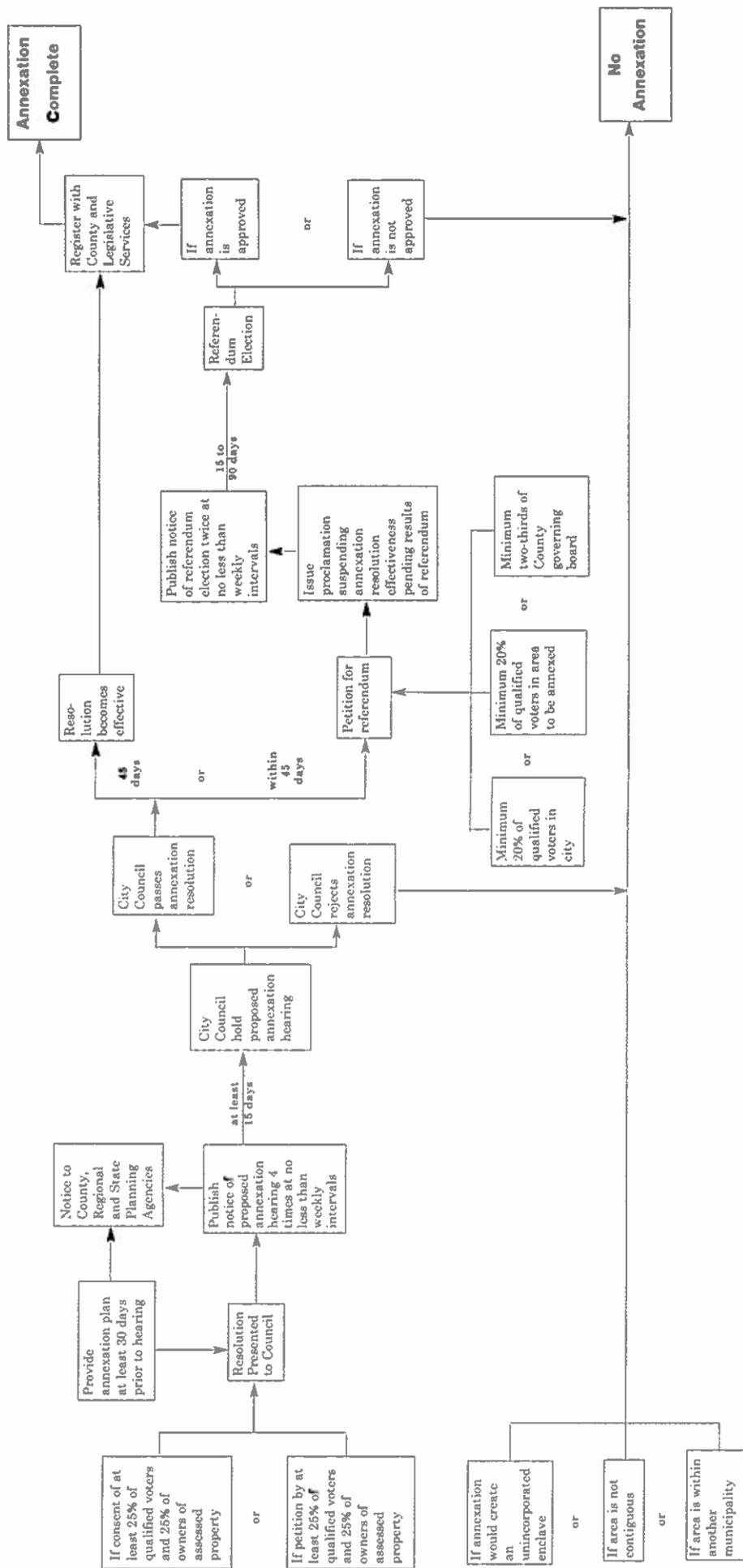
NOTES:
 1. UNPLATTED LOTS ARE SUBJECT OF A 2011 REPORT
 2. UNPLATTED LOTS ARE SUBJECT OF A 2011 REPORT



SURVEYOR'S CERTIFICATION
 I, LIBERTY GIBBY, BEING THE PLAT SURVEYOR HEREBY IS CERTIFIED THAT ALL OF THE
 LOTS SHOWN ON THIS PLAT ARE ACCURATELY LOCATED AND THE TOTAL AREA THEREOF
 IS AS SHOWN THEREON. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.
 LIBERTY GIBBY
 SURVEYOR
 1000 W. 10TH AVENUE, SUITE 200
 GAINESVILLE, FL 32609
 352-399-1111

ASSOCIATION PLAT
 FOR LINES OF
ADMAR CONSTRUCTION, INC.
 SITUATED ALONG COLENTZ ROAD
 MADISON COUNTY DISTRICT NO. 3
 MADISON COUNTY, FLORIDA
 SCALE 1" = 200' MAY, 2003
 CATOCH, MOUNTAIN SURVEYS, INC.
 1000 W. 10TH AVENUE, SUITE 200
 GAINESVILLE, FL 32609
 352-399-1111

Maryland Municipal Annexation Procedures





MEMORANDUM

DATE: January 19, 2017
TO: Burgess and Commissioners
FROM: Andrew J. Bowen, Town Administrator
SUBJECT: Lease Amendment Request from Verizon

ISSUE

Should the Burgess and Commissioners sign a lease amendment to extend the use of the water tank for cellular use by Verizon?

BACKGROUND

The original lease was signed with Bell Atlantic Mobile in 1999, which was later acquired by Verizon. The original lease term was for five (5) years, with three (3) additional five (5) years terms for a total of twenty (20) years. The original monthly fee was \$2,000 with a yearly increase of 4% per annum. The current monthly payment is now \$3,745.96. This lease will expire in 2019.

Verizon is offering to amend the lease to extend the lease for four (4) additional five (5) year terms or potentially another twenty (20) years. Verizon is requesting that the monthly payment for this amendment be reduced to \$3,500 with a yearly increase of 3% per annum.

RECOMMENDATION

Staff would recommend negotiating an amendment acceptable to the Town to continue the lease with Verizon. The amount of funding received from cellular leases is substantial, totaling over \$192,028 for FY 2017.

ATTACHMENTS

Verizon Lease Amendment

**THIRD AMENDMENT TO
LICENSE AGREEMENT**

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (this “**Amendment**”) made this ____ day of _____, 2017, by the BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND, a Maryland municipal corporation (“**LICENSOR**”), and CELLCO PARTNERSHIP, a general partnership of the State of Delaware, dba Verizon Wireless (“**LICENSEE**”).

EXPLANATORY STATEMENT

A. Pursuant to a License Agreement dated July 6, 1999, as amended by a First Amendment to License Agreement dated May 10, 2005, and Second Amendment to License Agreement dated March 27, 2014 (collectively, the “**Original Agreement**”), LICENSEE licenses from LICENSOR certain space on and adjacent to LICENSOR’s water tank located at 201 High Street, Middletown, Frederick County, Maryland, as more particularly set forth in the Original Agreement.

B. LICENSOR and LICENSEE now desire to amend the Original Agreement on the terms and conditions set forth in this Amendment. The Original Agreement, as amended by this Amendment, is referred to herein as the “**Agreement**”.

NOW, THEREFORE, WITNESSETH, that LICENSOR and LICENSEE, in consideration of the foregoing Explanatory Statement and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Original Agreement unless the context requires otherwise.

2. **Replacement of Exhibit.** The parties acknowledge and agree that Exhibit C (Revised 2017) attached to this Amendment reflects LICENSEE’s currently existing and permitted equipment on LICENSOR’s water tank, which Exhibit C (Revised 2017) replaces in its entirety Exhibit C (Revised 2014) attached to the Original Agreement, and all references to such exhibit in the Original Agreement are hereby modified to be references to such exhibit attached to this Amendment.

3. **Additional Renewal Terms.** The parties hereby agree that in addition to the Renewal Terms set forth in Section 3B of the Original Agreement (all of which have been previously exercised by LICENSEE), LICENSEE shall have four (4) additional five (5) year Renewal Terms (which shall be the fourth (4th), fifth (5th), sixth (6th) and seventh (7th) Renewal Terms, respectively) unless LICENSEE terminates the Agreement by giving LICENSOR written notice of the intent to terminate at least ninety (90) days prior to the

end of the then current Renewal Term. The parties acknowledge that the fourth (4th) Renewal Term, if exercised, begins on July 1, 2019.

4. **License Fees.** The Original Agreement is hereby amended as follows:

(a) the monthly License Fee payable by LICENSEE to LICENSOR under the Agreement during the first year of the fourth (4th) Renewal Term (i.e., the period of July 1, 2019 through June 30, 2020) shall be Three Thousand Five Hundred Dollars (\$3,500) per month; and

(b) beginning on July 1, 2020, and continuing on each July 1 for the duration of the Renewal Terms, the amount of the monthly License Fee shall increase by three percent (3%) over the amount of the License Fee payable in the prior year.

5. **No Other Amendments.** In all other respects, the Original Agreement shall remain in full force and effect and binding on the each of LICENSOR and LICENSEE and each of their respective successors and assigns, except as amended herein.

6. **Representations.** Each party hereto hereby represents to the other that it has the power to execute this Amendment and that the execution and delivery of this Amendment (a) has been authorized by all proper action, (b) has been executed by a duly authorized representative of such party, and (c) constitutes the valid and binding obligation of such party.

[signatures on the following page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Amendment as of the date first above written.

**LICENSOR:
BURGESS AND COMMISSIONERS OF
MIDDLETOWN, MARYLAND**

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

**LICENSEE:
CELLCO PARTNERSHIP d/b/a Verizon
Wireless**

WITNESS

By: _____

Thomas O'Malley

Director - Network Field Engineering

Date: _____

Exhibit C (Revised 2017)

ANTENNA FACILITIES DATA SHEET (REVISED)

SITE: East Green Street

COMPANY: Cellco Partnership d/b/a Verizon Wireless

COMPANY ADDRESS: 180 Washington Valley Road

Bedminster, N.J. 07921

PHONE: (908) 306-7000

FAX: (908) 306-7735

TYPE OF SERVICE: CDMA, PCS, LTE, AWS

CALL SIGNS: KNKA230, KNLF647, KNLH444, WQJQ 690, WQGA716 (or
others licensed to Licensee by the FCC)

MAKE OF EQUIPMENT: Lucent

DIMENSIONS: 12'x30' Shelter

MODEL: Autoplex

SERIAL NO: N/A

FCC TYPE ACCEPTANCE NO: TX: 40KOF3E,30KOG3ERX:40KOF1D,30KOG1D

TX FREQUENCY: 746-757, 880-894, 1945-1950, 1975-1985, 2110-2155 MHz

RX FREQUENCY: 776-787, 835-849, 1710-1755, 1865-1870, 1895-1905 MHz
(or other frequencies licensed to Licensee by the FCC)

CLASS OF P.A. POWER OPERATION: (final amplifier): Class A

POWER REQUIRED: VAC: 200AMPS

TX ANTENNA TYPE & MODEL NO:

ANTEL PANEL (3) LNX-6515DS, (3) X7CAP-880, (6) HBXX-6517DS or similar

RX ANTENNA TYPE & MODEL NO:

ANTEL PANEL (3) LNX-6515DS, (3) X7CAP-880, (6) HBXX-6517DS or similar

ADDITIONAL EQUIP: REMOTE RADIO HEADS AND/OR TOWER MOUNTED AMPLIFIERS,
DIPLEXERS and CABLES (as reasonably determined by Licensee's design)

**PERSON OR SERVICE COMPANY RESPONSIBLE FOR ITS OPERATION &
MAINTENANCE:**

NAME: Verizon Wireless Network Operations Control Center

ADDRESS: 7600 Montpelier Road, Laurel, Maryland 20723 or

180 Washington Valley Road, Bedminster, New Jersey 07921

24 HOUR PHONE NO: 800-552-2671

PAGER NO: N/A

■ November 8, 2016

Dear John,

The following page has estimates for the town seal and the town logo, and a description of what is included for each. First, I have a few clarifying thoughts on my approach for the seal and logo.

As we discussed at our lunch, I don't believe the artwork that you have been using over the past decades functions as a seal due to its complexity and detail. While you describe the modifications that your committee desires as slight, they still do not address the fact that this is an illustration, and will not work as a seal.

If you were to work with me on the seal design, what I would create would not look like what you currently have at all. I would work with the various elements and content that you want, but it would no longer be a detailed illustration. It would be a greatly simplified graphic design that would communicate what you want in a way that would reproduce clearly for all of the many sizes and uses that are needed. Even the ovalish shape might be changed. I would design it along with the new logo so that the two relate to each other visually, and could be used in tandem effectively. I would create a guidelines document that would detail how and when to use the seal and the logo together, as well as separately.

I call this a "revolution" of a design, rather an "evolution" of what you already have. If you are ready for a revolution, I am your man. If you want your existing illustration slightly modified and cleaned up a bit, I am not your man.

The new town seal and logo will grow in value through time with proper and consistent use. It will serve you well for years to come, and become a recognizable symbol of your town.

Logo design has been my strength and passion throughout my 35 year long design career. I have been received over 100 design awards for my work. My logos have appeared in nearly 50 design publications. I have included a separate PDF logo portfolio.

I look forward to working with you on both of these projects to further position Middletown as a vibrant and wonderful place to live and visit.

best,
Bruce

DESIGN PROPOSAL/ESTIMATE

■ **Middletown, Maryland Town Seal and Logo**

PROFESSIONAL CREATIVE SERVICES

TOWN SEAL

- Start up conference call to review design objectives, elements, and direction.
- Research of existing town seals. Creation of new seal. Design and presentation of 3 design options. Designs presented in color and black and white, shown in use, such as on a truck or letterhead. Two rounds of design refinement if needed. Finalization of selected design. Additional modifications beyond 2 rounds will be charged at \$90.00 per hour. Two in-person meetings included if needed. Additional meetings if requested, \$90.00 per hour.
- Preparation and delivery of final seal design in multiple industry standard file formats.
- Writing and design of 4-8 page usage document detailing how and when to use the town seal, delivered in PDF format.

COST:

\$3,600.00

TOWN LOGO

- Start up meeting, client questionnaire, and brand discovery session to determine project objectives, and design direction.
- Creation of new town logo. Design and presentation of 5 design options. Designs presented in color and black and white, shown in use, such as on a truck or letterhead. Two rounds of design refinement if needed. Finalization of selected design. Additional modifications beyond 2 rounds will be charged at \$90.00 per hour. Two in-person meetings included if needed. Additional meetings if requested, \$90.00 per hour.
- Preparation and delivery of final logo design in multiple industry standard file formats.
- Writing and design of 4-8 page usage document detailing how and when to use the town logo, delivered in PDF format.

COST:

\$5,400.00

Payment of 50% of the estimated cost will be due at the initial design presentation. The remaining costs will be due upon delivery of file seal and logo files and guidelines document.