



## AGENDA FOR THE TOWN MEETING

June 12, 2017

7:00 p.m.

REVISED

### PLEDGE TO THE FLAG

### CALL TO ORDER

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

### CONSENT AGENDA

- [Financial Statements](#)
- Town Meeting Minutes
  - [May 22, 2017 – Town Meeting](#)

### PERSONAL REQUESTS FOR AGENDA:

*"If I Were Mayor" Contest Winners*

*Foxfield Active Adult Homeowners Association – [Request for Installation of Decorative Sign Posts](#)*

### UNFINISHED BUSINESS:

- [FY 2018 Budgets](#)
- [Ordinance No. 17-06-01 – Increase in the Capital Improvement Fee](#)
- [Remsburg Park Field Lighting Proposal](#)
- Memar Annexation – Scheduling of Annexation Agreement Workshop(s)

### 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:

- [Wireless Telecommunications Ordinance Discussion](#)

## **PUBLIC COMMENTS:**

## **ANNOUNCEMENTS:**

- *Town Meeting for Monday, June 26, 2017 – CANCELLED*
- *250<sup>th</sup> Town Talk (Park Picnic) – Sunday, July 16, 2017 at Memorial Park*

## **ADJOURNMENT**

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Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 11 Months Ended May 31, 2017

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
<b><u>LOCAL TAX</u></b>			
Real Property	\$ 1,228,459	\$ 1,196,150	\$ (32,309)
Tangible Personal Property	37,108	46,860	9,752
Public Utilities	12,841		(12,841)
Franchise (Cable)	49,940	38,551	(11,389)
Penalties & Interest	10,357		(10,357)
	<u>\$ 1,338,705</u>	<u>\$ 1,281,561</u>	<u>\$ (57,144)</u>
<b><u>STATE SHARED TAX</u></b>			
Admission & Amusement	\$ 22,500	\$ 21,851	\$ (649)
Highway Gasoline & Licenses	162,421	136,618	(25,803)
	<u>\$ 184,921</u>	<u>\$ 158,469</u>	<u>\$ (26,452)</u>
<b><u>COUNTY SHARED TAX</u></b>			
Income Taxes	\$ 834,937	\$ 684,084	\$ (150,853)
Tax Equity Grant	566,687	566,687	
	<u>\$ 1,401,624</u>	<u>\$ 1,250,771</u>	<u>\$ (150,853)</u>
<b><u>LICENSES AND PERMITS</u></b>			
Beer, Wine and Liquor	\$ 1,950		\$ (1,950)
Business / Traders	4,900	3,159	(1,741)
Planning / Zoning Fees	20,191	13,516	(6,675)
	<u>\$ 27,041</u>	<u>\$ 16,675</u>	<u>\$ (10,366)</u>
<b><u>PARKS AND RECREATION</u></b>			
Pavillion Fees	\$ 1,900	\$ 3,014	\$ 1,114
	<u>\$ 1,900</u>	<u>\$ 3,014</u>	<u>\$ 1,114</u>
<b><u>POLICE PROTECTION</u></b>			
State Grant	\$ 26,187	\$ 19,640	\$ (6,547)
	<u>\$ 26,187</u>	<u>\$ 19,640</u>	<u>\$ (6,547)</u>
<b><u>MISCELLANEOUS</u></b>			
Community Events			
Parking Citations			
Bank Shares Grant	2,500	1,491	(1,009)
Miscellaneous & Donations	37,000	11,592	(25,408)
	<u>\$ 39,500</u>	<u>\$ 13,083</u>	<u>\$ (26,417)</u>
<b>OPERATING REVENUES</b>	<b>\$ 3,019,878</b>	<b>\$ 2,743,213</b>	<b>\$ (276,665)</b>
State Grants & Interest	\$ 42,842	\$ 36,706	\$ (6,136)
<b>TOTAL REVENUE</b>	<b>\$ 3,062,720</b>	<b>\$ 2,779,919</b>	<b>\$ (282,801)</b>

**Town of Middletown**  
**Statement of Revenue & Expenditures**  
**General Fund**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>EXPENDITURES</u></b>			
<b><u>LEGISLATIVE</u></b>			
Commissioner's Salary	\$ 15,600	\$ 13,000	\$ (2,600)
Communications	3,480	2,820	(660)
Dues & Subscriptions	7,400	6,838	(562)
Office Supplies & Exp	3,600	9,065	5,465
Advertising	750		(750)
Meetings & Conventions	9,000	8,367	(633)
	<u>\$ 39,830</u>	<u>\$ 40,090</u>	<u>\$ 260</u>
<b><u>EXECUTIVE</u></b>			
Burgess Salary	<u>\$ 10,200</u>	<u>\$ 8,500</u>	<u>\$ (1,700)</u>
	\$ 10,200	\$ 8,500	\$ (1,700)
<b><u>ELECTION</u></b>			
Clerk Fees			
Other Administrative Expenses			
<b><u>GENERAL SERVICES</u></b>			
<b><u>ADMINISTRATION</u></b>			
Administrative Salary	\$ 247,131	\$ 227,328	\$ (19,803)
Postage & Printing	200	114	(86)
Communications	6,977	6,174	(803)
Computer Expenses	28,400	27,745	(655)
Office Supplies & Exp	26,000	28,641	2,641
Office Maintenance	13,400	21,059	7,659
Dues & Subscriptions	150		(150)
Professional Services	4,600	3,488	(1,112)
Meetings & Conventions	100	345	245
Water and Sewer Grant			
	<u>\$ 326,958</u>	<u>\$ 314,894</u>	<u>\$ (12,064)</u>
<b><u>OPERATIONS</u></b>			
Maintenance Capital Outlay		\$ 7,690	\$ 7,690
Vehicle Capital Outlay			
Director Salary	97,355	161,159	63,804
Maintenance Salary	126,742	41,927	(84,815)
Communications	9,000	7,211	(1,789)
Supplies & Expenses	17,000	16,769	(231)
Dues & Meetings		195	195
Landscaping/Beautification			
Maintenance & Repairs	21,633	12,471	(9,162)
Tools & Equipment	500	7,785	7,285
	<u>\$ 272,230</u>	<u>\$ 255,207</u>	<u>\$ (17,023)</u>

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 11 Months Ended May 31, 2017

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>PROFESSIONAL SERVICES</u></b>			
Independent Accounting	\$ 16,000	\$ 13,000	\$ (3,000)
Legal - Development		5,956	5,956
Legal - Ordinances	<u>7,796</u>	<u>6,441</u>	<u>(1,355)</u>
	\$ 23,796	\$ 25,397	\$ 1,601
<b><u>PLANNING &amp; ZONING</u></b>			
Salary & Fees	\$ 51,872	\$ 43,481	\$ (8,391)
Other Expenses	<u>3,207</u>	<u>2,343</u>	<u>(864)</u>
	\$ 55,079	\$ 45,824	\$ (9,255)
<b><u>MAIN STREET PROGRAM</u></b>			
Manager Salary	\$ 43,680	\$ 40,351	\$ (3,329)
Town Contribution	<u>10,000</u>	<u>10,260</u>	<u>260</u>
	\$ 53,680	\$ 50,611	\$ (3,069)
<b><u>PUBLIC SAFETY</u></b>			
Fire Dept. Donation	\$ 20,000	\$ 20,000	
School Crossing Guards	15,758	15,439	(319)
Community Deputy Program	<u>401,611</u>	<u>293,850</u>	<u>(107,761)</u>
	\$ 437,369	\$ 329,289	\$ (108,080)
<b><u>SANITATION &amp; WASTE REMOVAL</u></b>			
Resident Trash & Yard Waste	\$ 273,888	\$ 219,654	\$ (54,234)
<b><u>RECREATION AND CULTURE</u></b>			
Park Salary	34,807	50,862	16,055
Park Electric	2,358	1,620	(738)
Maintenance & Repairs	26,450	28,335	1,885
Mowing	26,215	19,056	(7,159)
Remsberg Park - Interest	11,320	10,248	(1,072)
Remsberg Park - Principal	<u>112,230</u>	<u>103,005</u>	<u>(9,225)</u>
	\$ 213,380	\$ 213,126	\$ (254)

**Town of Middletown**  
**Statement of Revenue & Expenditures**  
**General Fund**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>HIGHWAYS AND STREETS</u></b>			
Salary	\$ 48,841	\$ 52,563	\$ 3,722
Street Lighting	161,916	117,029	(44,887)
Storm Water Management	7,800	5,385	(2,415)
Snow Removal	75,000	32,725	(42,275)
Repairs & Resurfacing	67,195	96,235	29,040
Signs	6,200	4,010	(2,190)
Truck Repair & Operation	48,600	23,725	(24,875)
Equipment Repairs & Ops	10,000	6,289	(3,711)
Mowing	32,696	21,504	(11,192)
Interest	60,927	35,268	(25,659)
East Green St - Principal	12,500	12,500	
West Green St - Principal	65,960	65,960	
Case Loader - Principal	15,158	14,004	(1,154)
	<u>\$ 612,793</u>	<u>\$ 487,197</u>	<u>\$ (125,596)</u>
<b><u>OTHER EXPENSES</u></b>			
MT Historical Society - CIP	\$ 5,000	\$ 5,000	
Donations	100	500	400
Travel - Mileage	4,578	908	(3,670)
Community Events	30,250	47,950	17,700
Payroll Taxes	56,578	47,406	(9,172)
Insurance - Property	14,064	13,180	(884)
Insurance - Employee	123,164	98,107	(25,057)
Retirement/Pension	75,062	54,523	(20,539)
Web Page & Directory	1,400	2,834	1,434
Real Estate Taxes	1,242	800	(442)
Bond Issuance Costs			
Other	3,500	3,072	(428)
	<u>\$ 314,938</u>	<u>\$ 274,280</u>	<u>\$ (40,658)</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,634,141</b>	<b>\$ 2,264,069</b>	<b>\$ (370,072)</b>
<b>INCOME (LOSS) Exc. Cash Reserves</b>	<b>\$ 428,579</b>	<b>\$ 515,850</b>	<b>\$ 87,271</b>
<b>CASH RESERVES</b>	<b>\$ 936,787</b>	<b>\$ 594,262</b>	<b>\$ (342,525)</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 1,365,366</b>	<b>\$ 1,110,112</b>	<b>\$ (255,254)</b>

Town of Middletown  
**CIP Funds & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 11 Months Ended May 31, 2017

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b>OPERATING REVENUE</b>			
Revenue	\$ 2,987,879	\$ 2,743,213	\$ (244,666)
<b>OPERATING EXPENSES</b>			
Expenses	2,634,141	2,264,069	(370,072)
<b>OPERATING SURPLUS (LOSS)</b>	<b>\$ 353,738</b>	<b>\$ 479,144</b>	<b>\$ 125,406</b>
<b><u>OTHER FUND</u></b>			
POS - Development	\$ 40,500	\$ 28,000	\$ (12,500)
West Green Street Loan	2,320,500	2,205,259	(115,241)
RETAINED EARNINGS	297,275		(297,275)
Interest	2,342	8,707	6,365
Other	32,000	8,000	(24,000)
<b>TOTAL OTHER FUNDS</b>	<b>\$ 2,692,617</b>	<b>\$ 2,249,966</b>	<b>\$ (442,651)</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 3,046,355</b>	<b>\$ 2,729,110</b>	<b>\$ (317,245)</b>
<b><u>CIP PROJECTS &amp; PURCHASES</u></b>			
West Green St Improvements	\$ 2,253,056	\$ 2,164,785	\$ (88,271)
SHA Streetscape Lighting	175,000	2,298	(172,702)
Broad Street Road Construction	40,000	28,759	(11,241)
SWM Fence Replacements	34,997	25,231	(9,766)
Locust Blvd/Ct Road Construction	415,000		(415,000)
Pedestrian Safety - Franklin St.		15,831	15,831
Remsberg Park - Walking Trail an	45,000	18,271	(26,729)
Memorial Park Playground Replace	74,000	77,758	3,758
250th Celebration	58,000	46,590	(11,410)
Wiles Branch Park Pavilion		32,369	32,369
Municipal Center Kitchen	8,000	6,131	(1,869)
Municipal Center Carpet		15,832	15,832
Municipal Boiler Replacment	30,000		(30,000)
Municipal Center Sound System		4,051	4,051
Edco Scarifier Pavement	4,300		(4,300)
Backhoe Replacement	15,200	7,361	(7,839)
Computer Replacements	5,400		(5,400)
<b>Total CIP Costs</b>	<b>\$ 3,157,953</b>	<b>\$ 2,445,267</b>	<b>\$ (712,686)</b>
<b>OPERATING &amp; CIP SURPLUS (LOSS)</b>	<b>\$ (111,598)</b>	<b>\$ 283,843</b>	<b>\$ 395,441</b>
Cash Reserves	\$ 936,787	\$ 594,262	\$ (342,525)

Town of Middletown  
CIP Funds & Expenditures  
General Fund  
Fiscal Year 2017  
For the 11 Months Ended May 31, 2017

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	<u>ANNUAL</u> <u>BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER)</u> <u>BUDGET</u>
<b>TOTAL CASH SURPLUS</b>	<u>\$ 825,189</u>	<u>\$ 878,105</u>	<u>\$ 52,916</u>

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Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
Water Revenue	\$ 577,350	\$ 452,065	\$ (125,285)
Sewer Revenue	577,015	446,513	(130,502)
Penalties/Reconnects	21,950	16,499	(5,451)
Rain Barrel Sales	1,000	440	(560)
General Fund Grant/Misc			
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 1,177,315</b>	<b>\$ 915,517</b>	<b>\$ (261,798)</b>
<b><u>EXPENDITURES</u></b>			
<b><u>ADMINISTRATIVE</u></b>			
Office Salaries	\$ 45,134	\$ 35,457	\$ (9,677)
Communications	11,513	10,410	(1,103)
Postage	9,558	8,030	(1,528)
Office Supplies/Expense	12,600	9,056	(3,544)
Legal - Other	2,000	2,727	727
Meetings & Seminars	500	486	(14)
Advertising	500	559	59
Uniforms	3,925	3,470	(455)
Dues/Subscrip/Certifications	500	420	(80)
Travel	200		(200)
Payroll Taxes	23,600	20,152	(3,448)
Insurance - Prop. & Liability	8,500	7,960	(540)
Insurance - Workers Comp	8,718	7,752	(966)
Insurance - Health	52,831	29,732	(23,099)
Retirement/Pension	28,448	23,181	(5,267)
Real Estate Taxes	292	292	
Rain Barrel/Educational Programs	2,000		(2,000)
Waterline / I & I Loans	6,908	32,498	25,590
Bond Issuance Costs			
Sub-Total	\$ 217,727	\$ 192,182	\$ (25,545)
<b><u>Vehicles &amp; Equipment</u></b>			
2016 Truck (Pearl)	\$ 3,700		\$ (3,700)
2008 Truck	3,700	2,671	(1,029)
2012 Truck (Miller)	3,700	2,378	(1,322)
2013 Truck (Whitney)	3,700	559	(3,141)
2015 Meter Van (Hightman)	3,700	2,641	(1,059)
Misc Equipment		272	272
Bobcat Mini-Excavator	1,050		(1,050)
Case Backhoe	6,050	667	(5,383)
Sub-Total	\$ 25,600	\$ 9,188	\$ (16,412)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<b>ANNUAL BUDGET</b>	<b>YTD ACTUAL</b>	<b>OVER (UNDER) BUDGET</b>
<b>WATER</b>			
Salaries	\$ 139,545	\$ 133,798	\$ (5,747)
<b>Water Distribution System</b>			
Supplies	3,572	2,944	(628)
Repairs & Maintenance	52,450	53,103	653
Water Line Break Repairs	5,000	182	(4,818)
Chemicals	500	1,857	1,357
Tools & Equipment	3,874	6,577	2,703
Sub-Total	\$ 65,396	\$ 64,663	\$ (733)
<b>Water Plant/Reservoir/Booster/Tower/BS Wellhouse</b>			
Electric	\$ 20,150	\$ 60,106	\$ 39,956
Supplies	2,000	264	(1,736)
Repairs & Maintenance	31,700	16,468	(15,232)
Chemicals	23,943	19,777	(4,166)
Tools & Equipment	2,400	1,407	(993)
Testing & Analysis	12,988	10,439	(2,549)
Sub-Total	\$ 93,181	\$ 108,461	\$ 15,280
Abandoned Well Costs			
<b>TOTAL WATER EXPENSES</b>	<b>\$ 298,122</b>	<b>\$ 306,922</b>	<b>\$ 8,800</b>
<b>SEWER</b>			
Salaries	\$ 121,920	\$ 97,500	\$ (24,420)
<b>Sewer Collection System</b>			
Cone Branch PS	18,500	18,525	25
Brookridge South PS	9,735	2,870	(6,865)
Foxfield PS	6,500	5,016	(1,484)
Sanitary Sewerlines & Manholes	25,000	7,218	(17,782)
I & I Accrual	75,000	68,750	(6,250)
Sub-Total	\$ 134,735	\$ 102,379	\$ (32,356)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
<b>Wastewater Treatment Plants</b>			
<b>East Wastewater Treatment Plant</b>			
Electric	\$ 29,647	\$ 19,805	\$ (9,842)
Supplies	5,802	2,250	(3,552)
Repairs & Maintenance	35,800	17,862	(17,938)
Chemicals	40,844	25,551	(15,293)
Tools & Equipment	5,573	1,693	(3,880)
Testing & Analysis	34,187	25,084	(9,103)
Sludge Hauling Expense	60,000	36,176	(23,824)
Sub-Total	\$ 211,853	\$ 128,421	\$ (83,432)
<b>West Wastewater Treatment Plant</b>			
Electric	\$ 23,084	\$ 5,180	\$ (17,904)
Supplies	2,500	1,623	(877)
Repairs & Maintenance	6,050	3,301	(2,749)
Chemicals	61,258	40,178	(21,080)
Tools & Equipment	1,000	1,671	671
Testing & Analysis	10,459	8,671	(1,788)
Sludge Hauling Expense	22,650	15,812	(6,838)
Sub-Total	\$ 127,001	\$ 76,436	\$ (50,565)
<b>TOTAL SEWER EXPENSES</b>	<b>\$ 595,509</b>	<b>\$ 404,736</b>	<b>\$ (190,773)</b>
<b>TOTAL WATER/SEWER EXPENSES</b>	<b>\$ 1,136,958</b>	<b>\$ 913,028</b>	<b>\$ (223,930)</b>
<b>CONTINGENCY FUND - 3.5%</b>	<b>\$ 39,794</b>	<b>\$ 31,956</b>	<b>\$ (7,838)</b>
<b>ADJUSTED WATER/SEWER EXPENSES</b>	<b>\$ 1,176,752</b>	<b>\$ 944,984</b>	<b>\$ (231,768)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 563</b>	<b>\$ (29,467)</b>	<b>\$ (30,030)</b>

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>FUNDING SOURCES</u></b>			
Operating Revenue	\$ 1,177,315	\$ 915,517	\$ (261,798)
Operating Expenses	<u>1,203,662</u>	<u>913,028</u>	<u>(290,634)</u>
<b>OPERATING INCOME (LOSS)</b>	<b>\$ (26,347)</b>	<b>\$ 2,489</b>	<b>\$ 28,836</b>
Cash Reserves	\$ 251,799	\$ 251,799	
Debt Service Fee - New Homes	139,000	106,700	(32,300)
Capital Improvement Fees	149,298	111,941	(37,357)
Inflow & Infiltration - Reserve A	75,000	75,000	
Improvement/Tap Fees	710,000	504,900	(205,100)
Water Tower & Land Leases	192,028	162,602	(29,426)
Main Street Waterline Loan	<u>2,895,000</u>	<u>2,895,000</u>	
<b>TOTAL OTHER REVENUE</b>	<b>\$ 4,412,125</b>	<b>\$ 4,107,942</b>	<b>\$ (304,183)</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>4,385,778</b>	<b>4,110,431</b>	<b>(275,347)</b>
<b><u>DEBT SERVICE COSTS</u></b>			
<b>Principal Payments</b>			
MVB Line of Credit	\$ 200,000		\$ (200,000)
CDA - Water Tower	107,000	107,000	
MDE - East WWTP	210,349	210,349	
Main Street Waterline & Reservoir	127,200	31,040	(96,160)
Interest - All Loans	<u>217,561</u>	<u>112,724</u>	<u>(104,837)</u>
<b>TOTAL DEBT SERVICE COSTS</b>	<b>\$ 862,110</b>	<b>\$ 461,113</b>	<b>\$ (400,997)</b>
<b><u>WATER &amp; SEWER PROJECTS</u></b>			
CIP - Main Street Waterline - Con	\$ 2,895,000	\$ 66,926	\$ (2,828,074)
CIP - Fluoride Systems	8,000	10,157	2,157
CIP - Welll Field Restoration	125,000	9,808	(115,192)
CIP - Scada Control System	310,000		(310,000)
CIP - Booster Station Pump Bypass	25,000		(25,000)
CIP - Fire Hydrant Elm & Washingt	8,000		(8,000)
Water Meter Purchases	65,250	51,244	(14,006)
CIP - West WWTP - Curtain Replace	60,000	28,862	(31,138)
CIP - West WWTP - Chemical Storag	15,000		(15,000)
CIP - East WWTP Bar Screen Refurb	40,000		(40,000)
CIP - East WWTP - Influent Flume	16,000		(16,000)
CIP - Inflow & Infiltration	<u>75,000</u>	<u>50,533</u>	<u>(24,467)</u>
Brookridge PS Vault Magmeter	11,000		(11,000)
Brookridge PS - 3 Phase VFD	25,000		(25,000)

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2017**  
**For the 11 Months Ended May 31, 2017**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Cone Branch PS - New Pumps	\$ 31,000		\$ (31,000)
<b>TOTAL WATER &amp; SEWER PROJECTS</b>	<b>\$ 3,709,250</b>	<b>\$ 217,530</b>	<b>\$ (3,491,720)</b>
<b>TOTAL CIP COSTS</b>	<b>\$ 4,571,360</b>	<b>\$ 678,643</b>	<b>\$ (3,892,717)</b>
<b>TOTAL FUNDS REMAINING</b>	<b>\$ (185,582)</b>	<b>\$ 3,431,788</b>	<b>\$ 3,617,370</b>

# *BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND*

## TOWN MEETING MINUTES

### REGULAR MEETING

May 22, 2017

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on May 22, 2017, by Burgess Miller at 7:20 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Burgess Miller, Commissioners Larry Bussard, Rick Dietrick, Tom Catania and Christopher Goodman.

### CONSENT AGENDA

*Town Meeting Minutes – May 4, 2017 – Public Hearing & Town Workshop  
May 8, 2017 – Town Meeting*

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

### PERSONAL REQUESTS FOR AGENDA:

Roger Wilson, Frederick County Government Affairs and Public Policy Director, attended the meeting. He was asked a couple of questions regarding the new county tethering law. Owners cannot have their dog chained/tethered outside for more than 3 continuous hours.

### Unfinished Business:

**Memar Annexation – Schedule Draft Annexation Agreement Workshop** – Discussion occurred regarding scheduling dates for draft annexation workshops. Commissioner Bussard requested that Memar provide an updated drawing to the Town Board which showed the suggested plan changes from previous meetings. The Board agreed that workshop dates be scheduled where the annexation agreement was the only agenda item. Drew will notify the Town Board and Memar with several potential workshop dates after the next town staff meeting. The workshop(s) should tentatively take place in July.

### NEW BUSINESS:

**Appointment to Planning Commission** – Burgess Miller stated that Meredith McKittrick has finished the Temp Alternate appointment term to the Planning Commission vacated by Dixie Eichelberger when Dixie moved to the Alternate position on the Planning Commission. Meredith has agreed to continue as the Temp Alternate on the Planning Commission for another 5 year term.

Commissioner Bussard motioned to re-appoint Meredith McKittrick to the Planning Commission, seconded by Commissioner Catania. Motion carried 6-0.

**Award of Locust Boulevard & Locust Court Road Reconstruction Bid** – Board members reviewed the 3 bids received for the Locust Boulevard and Locust Court Road Reconstruction Project. Drew reported that the Director of Public Works reviewed the bids previously and recommends going with the lowest bid submitted by Wastler and Sons. Commissioner Bussard motioned to accept the bid submitted by Waster and Sons for \$407,417.98 for the Locust Boulevard and Locust Court Road Reconstruction Project, seconded by Commissioner Dietrick. Motion carried 5-0.

**Playground Phase II at Memorial Park** – Commissioner Goodman reported that the playground phase II upgrade at Memorial Park will come in approximately \$57.00 under budget. However, there is old lumber and an old swing set that needs to be removed, plus grading those areas at a projected additional

cost of \$1800.00. Commissioner Dietrick suggested that Playground Specialist provide the removal and grading since they are installing the new equipment so as not to delay the project. Commissioner Dietrick motioned that the Town provide an additional \$1800.00 to Playground Specialists for the removal of old lumber and playground equipment and provide grading as part of the installation of the new playground equipment at Memorial Park, seconded by Commissioner Goodman. Motion carried 5-0.

**Zoning Administrator Stipend Increase** – Commissioner Catania stated that the zoning administrator has several responsibilities within the town to include interacting with residents regarding zoning certificate issuance, and town code enforcement. With the increase in town residences with Middletown Glen and the possible Memar annexation, the zoning administrator will be increasingly busier in the future. Therefore, Commissioner Catania proposes increasing the monthly stipend for the zoning administrator from \$200.00 to \$400.00. Commissioner Goodman stated that he thought long and hard about this subject and agrees with Commissioner Catania. Commissioner Bussard stated that the zoning administrator workload has historically been complaint driven, and the current zoning administrator is doing much more than originally intended but is doing it by choice. Commissioner Dietrick stated that the Town Board does not know how much time other appointed officials are spending on their appointed duties, and if the Board looks at one appointed official, they must look at them all. Commissioner Catania motioned to increase the stipend for the zoning administrator from \$200 per month to \$400 per month to begin July 1, 2017, seconded by Commissioner Goodman. Motion failed 2-3.

**PUBLIC COMMENT:**

**Decorative Sign Posts Replacement– Foxfield Active Adult Home Owners Association (H.O.A)** – Alex Kundrick, 3 Crone lane, an H.O.A. member stated that although the H.O.A. will be making a presentation to the Town Board June 12<sup>th</sup> workshop regarding this subject, the H.O.A. wants the Board to know that the H.O.A. is willing to pay the total costs for the replacement of identified sign posts with decorative sign posts within the Foxfield subdivision if the estimated price can be reduced. It has a high estimated cost.

**ANNOUNCEMENTS:**

*Memorial Day Celebration – Saturday, May 27, 2017 from 11am.-2pm – Memorial Park.*

*Dunkin Donuts Ribbon Cutting Ceremony – Saturday, June 3, 2017 at 10am – coincides with the grand opening.*

*Middletown Fire Company Ground Breaking Ceremony – Saturday, 17, 2017 – Carnival Grounds.*

**ADJOURNMENT**

Meeting adjourned at 7:38pm.

Respectfully submitted,

Annette Alberghini  
Receptionist

**Foxfield Active Adult  
Decorative Street Sign Poles  
Cost Estimate**

**Estimated Labor Cost**

<b>Position</b>	<b>Hourly Rate</b>	<b>Time/Sign Installation</b>	<b>Number of Signs</b>	<b>Total</b>
Foreman	\$ 36.55	2	18	\$ 1,315.80
Laborer	\$ 28.82	2	18	\$ 1,037.52
				Contingency 15%
				\$ 353.00
<b>Total Labor Cost</b>				<b>\$ 2,706.32</b>

**Material Cost**

TAPCO	\$ 4,522.74
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**Total Project Cost**

**\$ 7,229.06**

*\*\*Bases would add an additional \$2,676.60*

**TOWN OF MIDDLETOWN  
GENERAL FUND  
BUDGET FY 2017**

<b>DESCRIPTION</b>	<b>Budget FY 2018</b>
<b>REVENUE</b>	
<b>LOCAL TAXES</b>	
Real Property	1,269,903
Tangible Personal Property	38,248
Public Utilities	9,827
Franchise (Cable)	50,615
Discounts	(16,475)
Penalties & Interest	10,544
	<b>1,362,662</b>
<b>STATE SHARED TAXES</b>	
Amusement Taxes	21,526
Highway User Taxes	160,606
	<b>182,132</b>
<b>COUNTY SHARED TAXES</b>	
Income Taxes	896,179
Tax Equity	610,423
	<b>1,506,602</b>
<b>LICENSES, PERMITS &amp; FEES</b>	
Filing/Permit Fees	6,500
Beer, Wine & Liquor	-
Traders	4,900
Planning & Zoning	21,450
	<b>32,850</b>
<b>PARKS &amp; RECREATION</b>	
Pavillion Fees	3,158
<b>POLICE PROTECTION</b>	
State Grant	26,187
<b>MISC INCOME</b>	
Other (Bank Grant, Animal, Citations)	2,500
LGIT Health Insurance Rebate	-
FredCo Municipal Recycling Reimbursement	-
Community Events (Hotel Tax)	38,000
MISC	2,500
	<b>2,500</b>
<b>OPERATING REVENUE</b>	<b>3,116,092</b>
<b>EXPENSES</b>	
<b>LEGISLATIVE</b>	
Commissioner's Fees	16,500
Communications	9,480
Dues & Subscriptions	7,400
Office Supplies/Expenses	7,500
Advertising	2,500
Meetings & Conventions	15,000
	<b>58,380</b>
<b>EXECUTIVE</b>	
<b>Burgess</b>	<b>10,200</b>
<b>ELECTION EXPENSES</b>	
Clerk Fees	450
Printing, Supplies, Advertising	250
	<b>700</b>
<b>GENERAL/ADMINISTRATIVE SERVICES</b>	
Capital Outlay	
Administration Salary	254,512
Postage & Printing	200
Communications	7,205
Computer Expenses	29,512
Supplies & Expense	27,953
Maintenance & Repairs	28,600
Professional Services	4,600
Dues & Subscriptions	150
Meetings & Seminars	100

**TOWN OF MIDDLETOWN  
GENERAL FUND  
BUDGET FY 2017**

<b>DESCRIPTION</b>	<b>Budget FY 2018</b>
Water and Sewer Grant	-
	<b>352,833</b>
<b>OPERATIONS/MAINTENANCE</b>	
Maintenance - Capital Outlay	
Director Salary	101,415
Maintenance Salary	130,351
Communications	9,000
Supplies	17,960
Dues/Training/Certifications	1,500
Landscaping / Beautification	-
Maintenance & Repairs	14,540
Mowing	12,133
Tools & Equipment	2,544
	<b>289,443</b>
<b>PROFESSIONAL SERVICES</b>	
Independent Accounting	16,000
Legal - Development & Ordinance	7,388
	<b>23,388</b>
<b>PLANNING &amp; ZONING</b>	
Salaries	43,997
Bd Members Compensation	7,800
Zoning Expenses	1,778
	<b>53,574</b>
<b>MAIN STREETS MANAGER</b>	
Mainstreet - Capital Outlay	
Salary	45,482
Town Contribution	10,000
Wayfinding Signs Grant Contribution	-
	<b>55,482</b>
<b>PUBLIC SAFETY</b>	
Fire Department Donation	20,000
School Crossing Guards	16,338
Deputy Contract Services	385,232
	<b>421,570</b>
<b>SANITATION &amp; WASTE REMOVAL</b>	
Trash Collection & Disposal	
Recycling Pickup Station	5,000
Regular Pick-up	133,126
Landfill - Tipping Fees	84,798
Yard Waste (April - Dec)	30,672
Eco-Bags	18,200
	<b>271,796</b>
<b>RECREATION &amp; CULTURE</b>	
Park Capital Outlay	
Park Interest	7,906
Park Loan Payments	115,643
Park Salary	45,030
Park Electric	1,175
Park Supplies/Equipment	1,500
Park Mowing Contract	32,319
Park Repairs & Maintenance	33,590
	<b>237,164</b>
<b>HIGHWAYS &amp; STREETS</b>	
Streets Capital Outlay	-
Vehicle/Equipment Capital Outlay	-
Salaries - Regular	71,266
Street Lighting	203,160
Storm Water Management	7,800
Snow Removal	83,100
Mowing (SWM & Streets)	33,440
Repairs & Resurfacing	92,000
Signs	12,400
Truck Repair & Maintenance	42,600
Equipment Repairs & Maintenance	26,675
Street Loan - Principal	79,300

**TOWN OF MIDDLETOWN  
GENERAL FUND  
BUDGET FY 2017**

<b>DESCRIPTION</b>	<b>Budget FY 2018</b>
Street Loan - Interest	59,874
Case Loader -Principal & Interest	-
	<b>711,615</b>
<b>MISCELLANEOUS</b>	
MT Historical Society	5,000
Donations	100
Mileage - Travel	2,732
Web Page / Directory / Public Information	3,890
Community Events	33,140
Payroll Taxes	58,923
Insurance	
Property	13,499
Health	115,842
Worker's Compensation	20,372
Professional	946
Pension	68,184
Real Estate Taxes	800
Miscellaneous	3,500
	<b>326,929</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,813,074</b>
<b>TOTAL OPERATING SURPLUS</b>	<b>303,017</b>

**CIP Showing**

**ALL Improvements Fees in General Fund**

**BURGESS AND COMMISSIONERS OF MIDDLETOWN**

**GENERAL CAPITAL IMPROVEMENT BUDGET**

**FY 2018 - FY 2022**

	FY '18	FY '19	FY '20	FY '21	FY '22
<b>INCOME</b>					
CASH RESERVES	\$881,203	\$436,808	\$283,157	\$8,365	(\$1,825,614)
INTEREST INCOME	\$2,203	\$1,092	\$708	\$21	(\$4,564)
IMPROVEMENT FEES	\$241,500	\$241,500	\$206,500	\$70,000	\$7,000
OPERATING INCOME From Previous Years	\$353,739	\$297,757	\$300,000	\$473,000	\$523,000
COMMUNITY LEGACY GRANTS	\$64,000				
PROGRAM OPEN SPACE and Community Parks & Playground	\$76,500				
<b>SUB-TOTAL</b>	<b>\$1,619,145</b>	<b>\$977,157</b>	<b>\$790,365</b>	<b>\$551,386</b>	<b>(\$1,300,178)</b>
<b>PROJECTS</b>					
<b>Highways &amp; Streets</b>					
SHA Streetscape Lighting	\$175,000				
Boileau Court - Mill & Overlay		\$50,000	\$250,000	\$1,250,000	\$200,000
Broad St. - Franklin Street (Inlets and Road Reconstruction)					
Cone Branch Drive & Court - Mill & Overlay		\$80,000	\$160,000		\$300,000
Elm Street Parking Lot Upgrades - Reconfiguration and Paving					
Franklin Street - Mill & Overlay (Broad to Walnut Pond Court)		\$40,000	\$100,000	\$590,000	\$100,000
Ivy Hill Drive - Mill & Overlay					
Linden Blvd. (Broad Street to Pine Street)					
Linden Blvd. Culvert Replacement	\$207,500				
Locust Blvd. & Court (Road Reconstruction)	\$125,000				
Lombardy Court - Selective Patching, Mill & Overlay					
Martha Mason Drive - Mill & Overlay		\$30,000	\$30,000		
Manda Drive - Mill & Overlay		\$175,000			
Manda Court - Mill & Overlay					
Prospect St. (Road Reconstruction)	\$10,000	\$50,000		\$500,000	
Washington Street Retaining Wall	\$130,000	\$25,000			
Young Branch Drive - Mill & Overlay	\$15,000				
Foxfield Swale Reconstruction	\$75,000	\$250,000			
Expansion of Maintenance Shop	\$75,000				
Pedestrian Safety Improvements - Franklin Street (Prospect to Primary School)	\$8,750				
Wayfinding Signs (Previously Funded in FY2015 CIP)					
SWM Fence Replacements		\$12,000			
<b>Recreation &amp; Culture</b>					
Rensberg Park - Walking Trail and Bridge over Cone Branch Creek (90% Grant, POS 10%)	\$87,000				
Rensberg Park - Precast Concrete Bathroom (90% Grant, POS 10%)	\$40,000				
Memorial Park - Playground Replacement & Rehab (90% Grant, POS 10%)	\$36,000				
Heritage Park (MVB Property)	\$31,883				
Heritage Museum (Upstairs Town Office) (Previously Funded in FY 2017 CIP)	\$39,000				
Belfco Sit Seeder - Field Maintenance	\$8,000				
<b>General Services Administration &amp; Operations</b>					
Municipal Center - HVAC Replacement	\$30,000				
Municipal Center - Boiler Replacement to Natural Gas	\$35,000				
Information Technology - Computers, Servers, Phones, Data Backup & Recovery Systems	\$37,000	\$37,000	\$37,000	\$37,000	\$37,000
Subaru Forester Replacement			\$30,000		
GMC Truck Body Replacement					
Dump Truck Replacement	\$17,204				
<b>SUB-TOTAL</b>	<b>\$1,182,337</b>	<b>\$694,000</b>	<b>\$782,000</b>	<b>\$2,377,000</b>	<b>\$637,000</b>
<b>SURPLUS/(DEFICIT)</b>	<b>\$436,808</b>	<b>\$283,157</b>	<b>\$8,365</b>	<b>-\$1,825,614</b>	<b>-\$1,937,178</b>



**TOWN OF MIDDLETOWN  
Water Sewer Operating Budget  
FY 2018**

	<b>Preliminary Budget FY 2018</b>
<b>Operating Revenue</b>	
Water Revenue	<b>608,726</b>
Sewer Revenue	<b>603,153</b>
Penalties and Reconnects	<b>15,252</b>
General Fund Grant	
Rain Barrels	<b>1,000</b>
MISC	-
<b>Total Revenue</b>	<b>1,228,131</b>
<b>Expenses</b>	
<b>Administrative</b>	
Salaries	<b>48,827</b>
Communications	<b>11,742</b>
Postage	<b>9,503</b>
Office Supplies/Expenses	<b>15,712</b>
Professional Services/Legal	<b>2,000</b>
Meetings & Seminars	<b>2,500</b>
Advertising	<b>500</b>
Uniforms	<b>3,925</b>
Dues/Subscriptions/Certifications	<b>500</b>
Main Street Waterline Loan Interest	<b>33,099</b>
Travel/Mileage	<b>200</b>
Payroll Taxes	<b>27,798</b>
Insurance	
Property	<b>10,215</b>
Health	<b>53,324</b>
Worker's Compensation	<b>8,980</b>
Retirement/Pension	<b>29,230</b>
Real Estate Taxes	<b>292</b>
Conservation Environment	<b>2,000</b>
Vehicle/Equipment Expenses	<b>20,400</b>
<b>Total Administrative</b>	<b>280,746</b>
<b>Water</b>	
Salaries	<b>175,294</b>
<b>Water Distribution</b>	
Supplies	<b>5,500</b>
Repairs & Maintenance	<b>18,900</b>
Water Meters	-
Waterline Break Repairs	<b>5,000</b>
Chemicals	<b>500</b>
Tools & Equipment	<b>4,105</b>
<b>Subtotal</b>	<b>34,005</b>
<b>Water Plant, Reservoir, Booster, Tower, BS Wellhouse</b>	
Electric	<b>23,816</b>
Supplies	<b>2,000</b>
Repairs & Maintenance	<b>66,700</b>
Chemicals	<b>9,199</b>
Tools & Equipment	<b>2,053</b>

**TOWN OF MIDDLETOWN  
Water Sewer Operating Budget  
FY 2018**

	<b>Preliminary Budget FY 2018</b>
Testing & Analysis	14,400
<b>SUB-TOTAL</b>	<b>118,168</b>
Abandoned Well Costs	-
<b>TOTAL WATER</b>	<b>327,467</b>
<b>Sewer</b>	
Salaries	134,998
<b>Sewer Collection System</b>	
Conebranch Pump Station	18,500
Brookridge South Pump Station	10,779
Foxfield Pump Station	6,500
Sanitary Sewer Lines/Manholes	25,000
I & I Accrual	75,000
<b>Subtotal</b>	<b>135,779</b>
<b>East WWTP</b>	
Electric	25,327
Parts & Supplies	6,352
Repairs & Maintenance	16,600
Chemicals	33,725
Mowing	-
Tools & Equipment	6,090
Testing & Analysis	34,187
Sludge Hauling Expense	61,800
<b>Subtotal</b>	<b>184,081</b>
<b>West WWTP</b>	
Electric	17,010
Supplies	2,500
Repairs & Maintenance	2,000
Chemicals	47,949
Mowing	
Tools & Equipment	2,510
Testing & Analysis	11,649
Sludge Hauling Expense	22,650
<b>SUB-TOTAL</b>	<b>106,268</b>
<b>TOTAL SEWER</b>	<b>561,126</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>1,169,340</b>
<b>Contingency Fund</b>	<b>40,927</b>
<b>Adjusted Operating Expense</b>	<b>1,210,267</b>
<b>OPERATING INCOME (LOSS)</b>	<b>17,864</b>

**ALL IMPROVEMENT FEES TRANSFERRED TO GENERAL FUND**



**Burgess and Commissioners of Middletown  
Water & Sewer Capital Improvement Program  
FY 2018 - FY 2022**

<b>INCOME</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>
CASH Reserves	\$579,778	\$172,954	\$336,972	\$634,923	\$498,677
DEBT SERVICE FEE - NEW HOMES	\$149,600	\$156,500	\$163,400		
CAPITAL IMPROVEMENT FEE	\$159,132	\$168,966	\$178,800	\$348,100	\$350,100
Inflow & Infiltration - Reserve Account	\$185,000	\$250,000			
Land Leases	\$185,837	\$193,271	\$201,002	\$209,042	\$217,403
Tap Fees (See Growth Projections)	\$621,000	\$621,000	\$531,000	\$180,000	\$18,000
Main Street Waterline Loan	\$1,500,000	\$1,500,000			
Reservoir Cover Loan	\$180,000		\$1,400,000		
<b>Total Revenue</b>	<b>\$3,540,347</b>	<b>\$3,062,691</b>	<b>\$2,811,174</b>	<b>\$1,372,065</b>	<b>\$1,084,181</b>
<b>Debt Service</b>					
EAST WWTP LOAN	\$241,265	\$241,265	\$239,265		
MAIN STREET WATERLINE LOAN	\$250,184	\$250,294	\$250,899	\$252,399	\$251,264
RESERVOIR LOAN	\$56,578	\$56,754	\$56,754	\$56,725	\$56,828
<b>DEVELOPMENT PROJECTS</b>					
Brookridge WTP (Loan Payments)	\$370,314				
<i>Outstanding Balance - \$370,314</i>					
<b>Total Debt Service</b>	<b>\$918,341</b>	<b>\$548,313</b>	<b>\$548,918</b>	<b>\$309,124</b>	<b>\$308,092</b>
<b>Net Income</b>	<b>\$2,622,007</b>	<b>\$2,514,379</b>	<b>\$2,264,256</b>	<b>\$1,062,941</b>	<b>\$776,088</b>
<b>Projects</b>					
<b>SYSTEM UPGRADE PROJECTS</b>					
<b>WATER SYSTEM</b>					
Main Street Waterline Program	\$1,500,000	\$1,500,000			
Reservoir Improvements - Piping and Future Tank	\$180,000		\$1,400,000		
Stream Erosion - Well Field Restoration	\$243,000				
SCADA Control System	\$134,231	\$33,206	\$25,000		
Booster Station - Replace Starters with VFD's			\$125,000		
Booster Station - Pump Bypass Connections	\$60,000				
Booster Station - Process Piping Replacement		\$40,000			
Booster Station - Roof Replacement/Building Painting		\$5,000			
Raw Waterline Cleaning - ICE PIG Well #14	\$9,000				
Waterline Cleaning - ICE PIG Glenbrook		\$75,000			
PRV Vault Pipe Painting and Cleaning		\$8,000			
Valve Replacement Jefferson Village	\$40,500				
Water Meter Replacements	\$57,322	\$41,200	\$34,333	\$22,093	\$22,093
<i>Future Project Not Yet Identified - 11 Year CIP Expense Average</i>				\$542,171	\$542,171
<b>WASTEWATER SYSTEM</b>					
West WWTP - Curtain Replacement		\$75,000			
West WWTP - New Chemical Storage Structure		\$75,000			
East WWTP - Bar Screen Refurbishment		\$60,000			
East WWTP - Influent Flume & Ultrasonic Meter		\$15,000			
East WWTP - New Roof Filter Building			\$30,000		
East WWTP - Sludge Mag Meter			\$15,000		
Vactor Trailer & Excavator	\$60,000				
Inflow & Infiltration	\$165,000	\$250,000			
<b>Total Projects</b>	<b>\$2,449,052</b>	<b>\$2,177,406</b>	<b>\$1,629,333</b>	<b>\$564,264</b>	<b>\$564,264</b>
<b>Surplus / Deficit</b>	<b>\$172,954</b>	<b>\$336,972</b>	<b>\$634,923</b>	<b>\$498,677</b>	<b>\$211,824</b>

**ORDINANCE NO. 17-06-01**

**AN ORDINANCE TO AMEND TITLE 13, CHAPTER 13.12, SECTION 13.12.060 OF THE MIDDLETOWN MUNICIPAL CODE FOR THE PURPOSE OF REVISING THE RATE SCHEDULE FOR WATER AND SEWER SERVICE FOR RESIDENTIAL USER ACCOUNTS AND NON-RESIDENTIAL USER ACCOUNTS AND THE AMOUNT OF THE QUARTER-ANNUAL CAPITAL IMPROVEMENT FEE.**

**WHEREAS**, the Town of Middletown is authorized to establish rates and charges for water and sewer service pursuant to Annotated Code of Maryland, Environment Article, Section 9-720 *et seq.* and Chapter 13.12 of the Middletown Municipal Code; and

**WHEREAS**, the Burgess and Commissioners of the Town of Middletown have reviewed and considered proposed changes to the water and sewer rates for both residential and non-residential user accounts and the capital improvement fee and find said changes to be reasonably related to the cost of providing such services; and

**WHEREAS**, notice of a public hearing on said changes was duly publicized in a newspaper of general circulation in the Town of Middletown; and

**WHEREAS**, after a public hearing was held on said rate changes, the Burgess and Commissioners deem it to be in the best interest of the Town of Middletown and its citizens to revise said rates in accordance herewith.

**SECTION I. BE IT ORDAINED, RESOLVED AND ENACTED** by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 13, Chapter 13.12, Section 13.12.060 of the Middletown Municipal Code be amended as follows. Deleted language is designated by being in ~~{brackets and marked through}~~ and new language is designated by being in **BOLD NUMERALS OR BOLD CAPITAL LETTERS**, as the case may be:

13.12.060      Rate and fee schedules - Residential and non-residential users.

Unless otherwise exempted as hereinafter provided, each residential and non-residential user of water and sewer services shall pay a capital improvement fee of ~~{forty one dollars and seventy five cents \$41.75}~~ **FORTY-FOUR DOLLARS AND FIFTY CENTS (\$44.50** per quarter the capital improvement fee shall be in addition to the fees charged of this section, and

shall be billed and included in the quarter-annual bills for each user. Each user, customer or account which is subject to and is obligated to pay the debt service charge required by Section 13.20.010 of the Middletown Municipal Code is and shall be exempt from the obligation to pay the capital improvement fee until January 1, 2020.

**SECTION II:** This Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

**INTRODUCED ON THE DAY OF 2016**

**PASSED ON THE DAY OF , 2016**

**EFFECTIVE DATE:**

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

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

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

# REMSBERG PARK FINAL SITE PLAN

## PARKING CONVENTIONS

- 1. ALL PARKING SPACES SHALL BE 8' X 18' MINIMUM.
- 2. ALL PARKING SPACES SHALL BE 10' X 18' MINIMUM.
- 3. ALL PARKING SPACES SHALL BE 12' X 18' MINIMUM.
- 4. ALL PARKING SPACES SHALL BE 14' X 18' MINIMUM.
- 5. ALL PARKING SPACES SHALL BE 16' X 18' MINIMUM.
- 6. ALL PARKING SPACES SHALL BE 18' X 18' MINIMUM.
- 7. ALL PARKING SPACES SHALL BE 20' X 18' MINIMUM.
- 8. ALL PARKING SPACES SHALL BE 22' X 18' MINIMUM.
- 9. ALL PARKING SPACES SHALL BE 24' X 18' MINIMUM.
- 10. ALL PARKING SPACES SHALL BE 26' X 18' MINIMUM.
- 11. ALL PARKING SPACES SHALL BE 28' X 18' MINIMUM.
- 12. ALL PARKING SPACES SHALL BE 30' X 18' MINIMUM.
- 13. ALL PARKING SPACES SHALL BE 32' X 18' MINIMUM.
- 14. ALL PARKING SPACES SHALL BE 34' X 18' MINIMUM.
- 15. ALL PARKING SPACES SHALL BE 36' X 18' MINIMUM.
- 16. ALL PARKING SPACES SHALL BE 38' X 18' MINIMUM.
- 17. ALL PARKING SPACES SHALL BE 40' X 18' MINIMUM.
- 18. ALL PARKING SPACES SHALL BE 42' X 18' MINIMUM.
- 19. ALL PARKING SPACES SHALL BE 44' X 18' MINIMUM.
- 20. ALL PARKING SPACES SHALL BE 46' X 18' MINIMUM.
- 21. ALL PARKING SPACES SHALL BE 48' X 18' MINIMUM.
- 22. ALL PARKING SPACES SHALL BE 50' X 18' MINIMUM.
- 23. ALL PARKING SPACES SHALL BE 52' X 18' MINIMUM.
- 24. ALL PARKING SPACES SHALL BE 54' X 18' MINIMUM.
- 25. ALL PARKING SPACES SHALL BE 56' X 18' MINIMUM.
- 26. ALL PARKING SPACES SHALL BE 58' X 18' MINIMUM.
- 27. ALL PARKING SPACES SHALL BE 60' X 18' MINIMUM.
- 28. ALL PARKING SPACES SHALL BE 62' X 18' MINIMUM.
- 29. ALL PARKING SPACES SHALL BE 64' X 18' MINIMUM.
- 30. ALL PARKING SPACES SHALL BE 66' X 18' MINIMUM.
- 31. ALL PARKING SPACES SHALL BE 68' X 18' MINIMUM.
- 32. ALL PARKING SPACES SHALL BE 70' X 18' MINIMUM.
- 33. ALL PARKING SPACES SHALL BE 72' X 18' MINIMUM.
- 34. ALL PARKING SPACES SHALL BE 74' X 18' MINIMUM.
- 35. ALL PARKING SPACES SHALL BE 76' X 18' MINIMUM.
- 36. ALL PARKING SPACES SHALL BE 78' X 18' MINIMUM.
- 37. ALL PARKING SPACES SHALL BE 80' X 18' MINIMUM.
- 38. ALL PARKING SPACES SHALL BE 82' X 18' MINIMUM.
- 39. ALL PARKING SPACES SHALL BE 84' X 18' MINIMUM.
- 40. ALL PARKING SPACES SHALL BE 86' X 18' MINIMUM.
- 41. ALL PARKING SPACES SHALL BE 88' X 18' MINIMUM.
- 42. ALL PARKING SPACES SHALL BE 90' X 18' MINIMUM.
- 43. ALL PARKING SPACES SHALL BE 92' X 18' MINIMUM.
- 44. ALL PARKING SPACES SHALL BE 94' X 18' MINIMUM.
- 45. ALL PARKING SPACES SHALL BE 96' X 18' MINIMUM.
- 46. ALL PARKING SPACES SHALL BE 98' X 18' MINIMUM.
- 47. ALL PARKING SPACES SHALL BE 100' X 18' MINIMUM.

- ### SITE DATA
- 1. TOTAL SITE AREA: 10.0 ACRES
  - 2. TOTAL SITE PERIMETER: 1,000 FEET
  - 3. TOTAL SITE FRONTAGE: 100 FEET
  - 4. TOTAL SITE DEPTH: 100 FEET
  - 5. TOTAL SITE WIDTH: 100 FEET
  - 6. TOTAL SITE HEIGHT: 100 FEET
  - 7. TOTAL SITE VOLUME: 100,000 CU YD
  - 8. TOTAL SITE WEIGHT: 100,000 TONS
  - 9. TOTAL SITE MASS: 100,000 TONS
  - 10. TOTAL SITE ENERGY: 100,000 BTU
  - 11. TOTAL SITE POWER: 100,000 KW
  - 12. TOTAL SITE FUEL: 100,000 GALLONS
  - 13. TOTAL SITE WATER: 100,000 GALLONS
  - 14. TOTAL SITE AIR: 100,000 CUBIC FEET
  - 15. TOTAL SITE SOIL: 100,000 TONS
  - 16. TOTAL SITE ROCK: 100,000 TONS
  - 17. TOTAL SITE VEGETATION: 100,000 TONS
  - 18. TOTAL SITE ANIMALS: 100,000 TONS
  - 19. TOTAL SITE PLANTS: 100,000 TONS
  - 20. TOTAL SITE MINERALS: 100,000 TONS
  - 21. TOTAL SITE METALS: 100,000 TONS
  - 22. TOTAL SITE POLYMER: 100,000 TONS
  - 23. TOTAL SITE CERAMIC: 100,000 TONS
  - 24. TOTAL SITE GLASS: 100,000 TONS
  - 25. TOTAL SITE PAPER: 100,000 TONS
  - 26. TOTAL SITE TEXTILE: 100,000 TONS
  - 27. TOTAL SITE RUBBER: 100,000 TONS
  - 28. TOTAL SITE PLASTIC: 100,000 TONS
  - 29. TOTAL SITE WOOD: 100,000 TONS
  - 30. TOTAL SITE LEATHER: 100,000 TONS
  - 31. TOTAL SITE FUR: 100,000 TONS
  - 32. TOTAL SITE HAIR: 100,000 TONS
  - 33. TOTAL SITE BONE: 100,000 TONS
  - 34. TOTAL SITE SKIN: 100,000 TONS
  - 35. TOTAL SITE HORN: 100,000 TONS
  - 36. TOTAL SITE TAIL: 100,000 TONS
  - 37. TOTAL SITE CLAW: 100,000 TONS
  - 38. TOTAL SITE TEETH: 100,000 TONS
  - 39. TOTAL SITE HORN: 100,000 TONS
  - 40. TOTAL SITE TAIL: 100,000 TONS
  - 41. TOTAL SITE CLAW: 100,000 TONS
  - 42. TOTAL SITE TEETH: 100,000 TONS
  - 43. TOTAL SITE HORN: 100,000 TONS
  - 44. TOTAL SITE TAIL: 100,000 TONS
  - 45. TOTAL SITE CLAW: 100,000 TONS
  - 46. TOTAL SITE TEETH: 100,000 TONS
  - 47. TOTAL SITE HORN: 100,000 TONS
  - 48. TOTAL SITE TAIL: 100,000 TONS
  - 49. TOTAL SITE CLAW: 100,000 TONS
  - 50. TOTAL SITE TEETH: 100,000 TONS



LOCATION MAP  
SCALE: 1" = 100'

SHEET NO.	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

## CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL AND MECHANICAL CODES.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING AND CONSTRUCTION CODES.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL AND MECHANICAL CODES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING AND CONSTRUCTION CODES.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
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19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL AND MECHANICAL CODES.

APPROVED: *[Signature]*  
DATE: 10/10/2010

**BENCHMARK ENGINEERING, INC.**  
1000 N. 10TH STREET  
SUITE 100  
MILWAUKEE, WI 53233  
TEL: 414.224.1111  
WWW.BENCHMARKENGINEERING.COM

**REMSBERG PARK**  
1000 N. 10TH STREET  
SUITE 100  
MILWAUKEE, WI 53233  
TEL: 414.224.1111  
WWW.BENCHMARKENGINEERING.COM



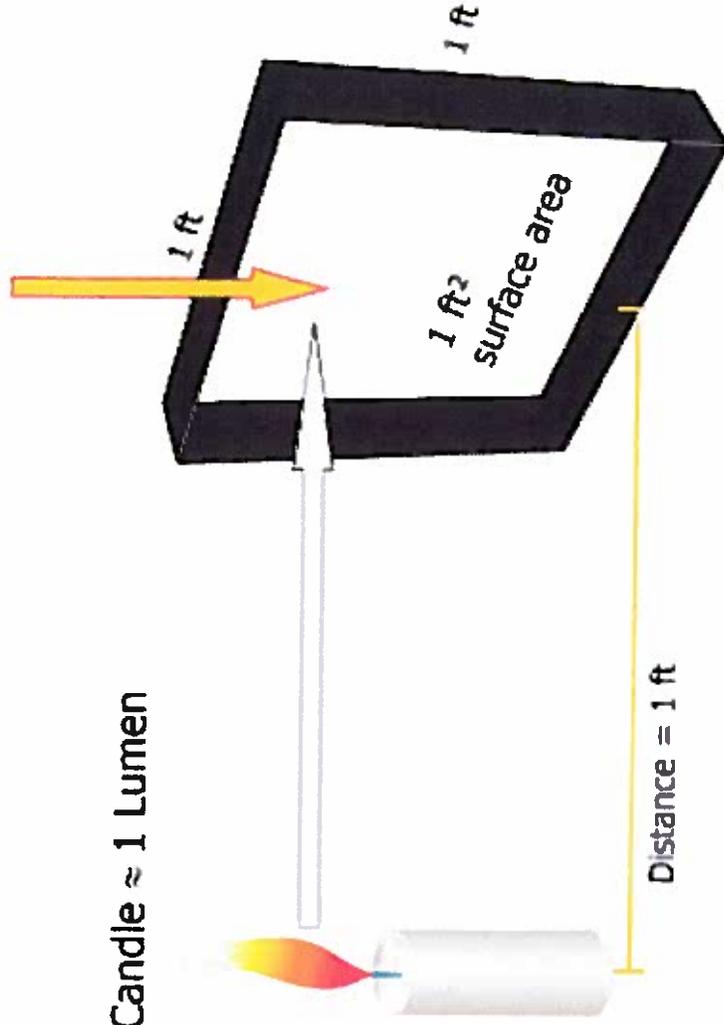
foot-can-dle  
foot 'kandl/  
noun

plural noun: **foot-candles**

1. a unit of illumination (now little used) equal to that given by a source of one candela at a distance of one foot (equivalent to one lumen per square foot or 10.764 lux).

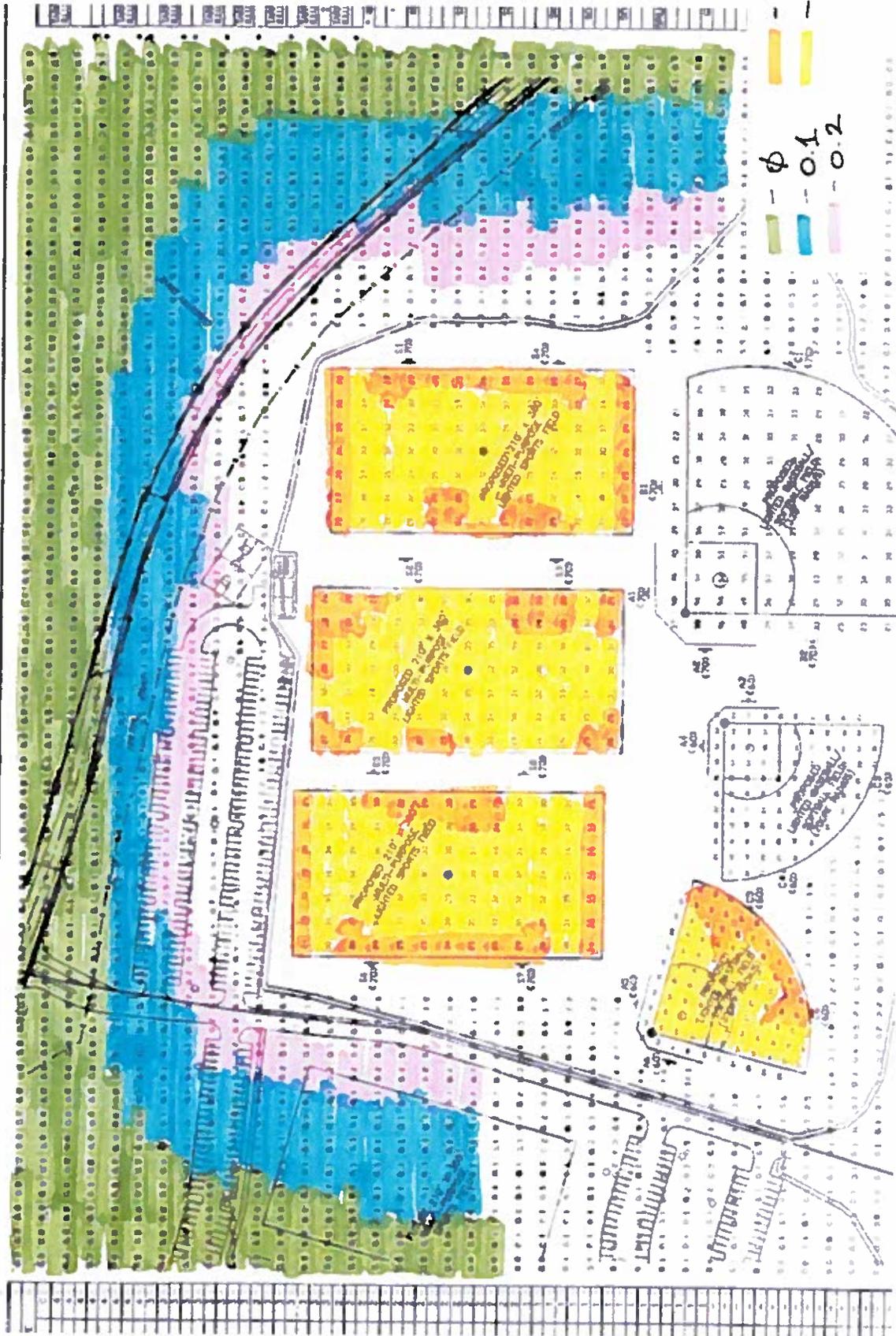
**1 Footcandle = 1 lumen/ft<sup>2</sup>**

1 Candle  $\approx$  1 Lumen



**Table 6-1—Typical Footcandle Levels**

	Footcandles
<b>Nature's Levels</b>	
June sunlight	10,000
Shady porch	500
Moonlight	0.02
Starlight	0.0001
<b>Artificial Lighting Levels (IES Recommendations)</b>	
Fine assembly—industrial	500
Regular office work	100
Ordinary classroom	70
Corridors, stairways, etc.	20
<b>Street Lighting Levels (ASA-IES Recommendations)</b>	
Downtown areas	0.9 to 2.0
Intermediate areas	0.6 to 1.2
Outlying and rural areas	0.2 to 0.9



- 20's
- 30's
- $\phi$
- 0.1
- 0.2

APPROXIMATE  
 1000' SQUARE FOOT

# An Overview of

## The Center for Municipal Solutions

A National consultancy specializing in placing *COMMUNITIES* in Control for almost 2 Decades

3113 BILLIARD CT. WAKE FOREST, NORTH CAROLINA 27587

E-Mail: [Lmonroe8@nc.rr.com](mailto:Lmonroe8@nc.rr.com)

Phone (518) 573-8842

Web Site: [www.telecomsol.com](http://www.telecomsol.com)

Specializing in Regulating Towers & Wireless Facilities

The *most* experienced organization of its kind in the nation (almost 4,000 application reviews)

Advising and Assisting almost 1,000 communities in 38 states

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# THE CENTER FOR MUNICIPAL SOLUTIONS (CMS)

REGULATING TOWERS & WIRELESS FACILITIES  
FOR OVER 900 COMMUNITIES IN 38 STATES FOR ALMOST 2 DECADES

## WHAT WE ARE

- For two decades we have advised and assisted local governments with the regulation of towers and wireless facilities and negotiated leases for them.
- To our knowledge, we are the *oldest, most experienced* firm of our kind in the nation and have the *largest team of experts* among firms that *exclusively* serve local governments.
- We have worked with almost *1,000 communities in 38 states*.
- We have reviewed and made recommendations on more than *4,000 applications, none of which have been successfully challenged*.
- We draft and revise local tower and wireless facility ordinances and regulations.
- There has been *no cost ever* to governmental clients for our services. Since it's the applicant who is creating the need for assistance, the applicant or lessee is required to give the client the money (up front) to pay for our services.

## WHAT WE DO

### Provide and Assist with Ordinances/Regulations

- Develop or revise wireless facility regulatory ordinances. Approximately 2,000 communities have either adopted CMS-authored ordinances or used CMS' model ordinance as the basis for their own.
- Customize the model ordinance for each community to reflect its choice of policies and practices.
  - The model ordinance has *never been successfully challenged*, in whole or in part.
  - The ordinance *places the community in control* so it can *create 'win-win' situations*.
  - There is *never a charge* to clients for drafting the ordinance, customizing it and attending meetings and hearings related to its adoption, other than out-of-pocket travel costs.

### Application Review

- Assure compliance with the community's regulations
- Assure compliance with the national safety standards (critically important) and state and local building codes
- Assure clients are able to make truly *informed* decisions, so the client knows about any less intrusive or less objectionable alternatives to what is proposed, and if what they're being told (on any matter) is the *complete truth* and the *whole story*.

### Negotiate Leases

- Our lease negotiators are *former industry executives* who used to negotiate the industry's leases and thus bring the obvious benefits of this knowledge to communities. Historically, we have been able to obtain at least *twice what the original offer was and often significantly more than that*.

## TEAM MEMBERS

- CMS was founded by two former Industry Executives who have 'done it all', from the capital budgeting and design of networks through site selection, permitting and the actual construction of towers, wireless facilities and operating the networks, and who for almost 2 decades have since dedicated their careers *exclusively* to helping local governments.
- We have professionals from *all disciplines* involved in the issue, including professional engineers, a former industry safety specialist, former industry attorney, award-winning planners, member of both local government Planning and Telecommunications Commissions, and former industry government affairs/regulatory specialists.

## Eliminate the 'Porcupine' Effect

Instead of buildings looking like this . . .



You can have buildings with clean, uncluttered roof lines like this  
(They were required to build an RF translucent 'false' façade)



Why allow this from Mobilitie . . . when, with the right knowledge & experience,



You can have this?



Which situation do you think your residents would prefer?  
Which situation protects property values?



Without Expert Assistance vs. with Expert Assistance

### Siting in Residential Neighborhoods



Without Expert Assistance vs. with Expert Assistance

# Client Survey Results

## What clients think about CMS and the benefit of Expert Assistance

### What do others have to say about CMS?

The following are representative responses from around the nation received from a client survey recently conducted, as well as comments from some industry representatives.

They provide a perspective, opinions and experiences, both with CMS and our Ordinance-drafting work. While the list of responses is too large to provide all of them (CMS has more than 900 clients in 38 states), we tried to select a geographically diverse representation. Complete responses for any given client can be provided upon request.

Note that there was not a single expression of less than (extreme) satisfaction received from any client, even though constructive criticism was expressly solicited.

I hereby attest that the following are true and accurate transcriptions of statements made in writing by CMS clients in response to a recently conducted client survey and that there were no negative or critical responses.

## AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between MONROE TELECOM ASSOCIATES, LLC d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS, (herein after referred to as Consultant or CMS) (mailing address: 3113 Billiard Ct., Wake Forest, North Carolina 27507 party of the first part, and the Town of Middletown, Maryland (hereinafter referred to as Client) (mailing address: 31 West Main St., Middletown, Maryland 21769) party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance and a Right-of-Way Use and Occupancy Ordinance for Client, and reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. Consultant does not provide real estate brokerage or legal services. All real estate brokerage and legal services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

As soon as possible after the execution of this agreement, Consultant shall prepare and deliver to Client for use by Client a comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance) and a Right-of-Way Use and Occupancy Ordinance. Subsequently, in consultation with designated officials of Client, Consultant shall devote up to five (5) hours to draft and deliver to Client, as may be requested, legally permissible revisions to the Ordinances prior to the public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting with Client, which Client will schedule in connection with the adoption of the Ordinance at no charge other than out-of-pocket travel-related costs.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

Consultant shall furnish appropriate Wireless Telecommunications Facilities siting assistance and advice to Client and Client's officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities;
- (b) Assist and advise Client as regards all applications, to include attending meetings with the Applicants and/or Client's staff and/or officials as required;
- (c) Recommend in writing to Client whether a particular application should be approved or disapproved, and set forth in writing the reasons for such approval or disapproval; and,
- (d) Conduct inspections of the construction of the facility and in writing recommend when/if the Certificate of Compliance or Certificate of Completion should be issued.
- (e) Consultant shall, in conjunction with the Client's Attorney, assist in the negotiation of leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or based on a written commitment by the potential lessee to reimburse the County for the cost reasonably incurred on behalf of Client.

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client and in compliance with applicable governing law. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, there shall be no hourly charge up to five hours. Based on prior experience, Consultant feels that this should be sufficient time to prepare an Ordinance that will meet Client's needs. Therefore, Consultant anticipates that, absent extraordinary circumstances, there will be no hourly charge to Client for the preparation of the Ordinance. For time spent beyond five (5) hours, Client shall pay Consultant at Consultant's normal hourly rate of \$300 per hour.
- (b) For the services to be performed by the Consultant pursuant to paragraph 3 hereof, Client shall pay Consultant \$300.00 per hour, (such being subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services, provided, however, that for time traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only \$150.00 per hour.
- (c) If Client adopts the draft ordinance provided by Consultant, Client shall pay Consultant out of an escrow account funded by each applicant for application review services, including expense reimbursement as described below. In accordance with the process required by the draft ordinance, no work shall be performed by Consultant prior to funds being placed in such escrow account by applicant and such account shall be replenished by applicant as needed to complete the application review process
- (d) For services performed hereunder, Client shall reimburse Consultant for out-of-pocket expenses for the following items: (a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute; (b) Expedited or overnight delivery service; (c) any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement. Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT; TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page one (1) of this agreement. In the event that Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant written notice that the Consultant has thirty (30) days to cure said default; and, if at the end of said thirty (30) day period Consultant has not cured said default, this agreement may be terminated. After the three (3) year period, the agreement will continue on a month-to-month basis, unless terminated in writing by either party with sixty (60) days notice.

8. STATUS OF CONSULTANT

Consultant and Client agree that in the performance of Consultant's services hereunder, Consultant shall not be deemed to be an employee of Client for any purpose whatsoever, nor may Consultant act under Color of State.

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of Maryland.

11. COMPLETE AGREEMENT; MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

By:   
L.S. Monroe  
The Center for Municipal Solutions

CLIENT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_