



AGENDA FOR THE TOWN MEETING

May 14, 2018

7:00 p.m.

PLEDGE TO THE FLAG

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

CALL TO ORDER

CONSENT AGENDA

- Financial Statements
- Town Meeting Minutes
 - [April 23, 2018 – Town Meeting](#)

PERSONAL REQUESTS FOR AGENDA:

Mr. Richard Keyser, President Middletown Volunteer Fire Company &
Mr. Brent Harne, Chief of Middletown Volunteer Fire Company

UNFINISHED BUSINESS:

- [Water & Sewer Capacity Plans](#)
- [Review of Budgets for FY 2019](#)
- [Review of Handicap Ramp Improvement Locations](#)
- [Review of Proposed Zoning Code Amendments](#)
- [Review of Farming Lease](#)

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:

- [Planning Commission Appointment](#)
- [Appointment of Temporary Zoning Administrator](#)
- [Request for Text Amendment – Microbrewery as a Permitted Use in TC District](#)

PUBLIC COMMENTS:

ANNOUNCEMENTS:

- *Memorial Day Celebration – Saturday, May 26, 2018 11:00AM-2:00PM at Memorial Park*
- *Walking Tour – Saturday, May 19, 2018 11:00AM at Municipal Center*

ADJOURNMENT

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

BUDGET MEETING

The Town Board heard the FY19 Community Groups budget requests. The Board reviewed the proposed CIP budget for the General Fund. Burgess Miller updated the Board on a few minor changes in the operating budget that added to the surplus.

REGULAR MEETING

April 23, 2018

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on April 23, 2018, by Burgess Miller at 7:00 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Commissioners Jennifer Falcinelli, Larry Bussard, Rick Dietrick, Tom Catania and Chris Goodman.

CONSENT AGENDA

*Town Meeting Minutes – April 5, 2018 – Public Hearing and Town Workshop
April 9, 2018 – Town Meeting*

Commissioner Bussard motioned to accept this consent agenda with corrections, seconded by Commissioner Goodman and passed unanimously.

PERSONAL REQUESTS FOR AGENDA:

Unfinished Business:

Review of Handicap Ramp Improvement Locations – tabled to workshop meeting when Bruce Carbaugh is in attendance.

Draft Farm Lease for Review- Drew provided the Board with 3 different locations that the Town could lease out to local farmers that may want to farm these parcels of land. Drew will start putting this out to bid and will prepare the lease for the Board to review.

Review of Water & Sewer FY 2019 Budgets – The Board reviewed both the Operating budget as well as the CIP budget for FY19. Burgess Miller stated that the CIP budget is going to be in the negative in FY20 unless we make some changes. The Board will discuss the budgeted projects with Bruce Carbaugh at the workshop meeting next week.

Schedule Reservoir Project Meeting with Gannett Fleming – May 3, 2018 at 7pm.

NEW BUSINESS:

Water & Sewer Capacity Plans – tabled to next month.

Schedule Public Hearings for Budgets – June 7, 2018 at 7pm with a vote on June 25, 2018.

PUBLIC COMMENT:

ANNOUNCEMENTS:

- *Coloring the Street – Saturday, April 28, 2018 from 10AM-4PM on West Main Street.*

ADJOURNMENT

Meeting adjourned at 8:30pm.

Respectfully submitted,

Ann Griffin
Office Manager

DOF



**Burgess and Commissioners of
Middletown, Maryland**

Water Supply Capacity Management Plan
2017

Approved by Burgess and Commissioners
Of Middletown, Maryland
on

General Information

PURPOSE OF THE WATER SUPPLY CAPACITY MANAGEMENT PLAN (WSCMP)

This WSCMP is provided to assist the Town Board and Planning Commission in determining the capacity of their water supply systems and in allocating the remaining capacity in a responsible manner. Having an adequate water supply that meets the existing and future water demand in a community is vital for public health protection. Having accurate allocation information, combined with reasonable demand projections, will help ensure that water supply systems achieve a high level of public health protection; operate within Water Appropriation Permit parameters; operate within the limitations of their system to produce safe water; and meet the water supply needs of future residential, commercial, and industrial users in a timely manner. This plan enables the Town to:

- ❖ • Identify when the demand for water is approaching or exceeding the safe capacity of the water supply system;
- ❖ • Provide timely and critical information to the Local Health Officer, Environmental Health Director, and elected officials for the approval of subdivision plats and building permits;
- ❖ • Make commitments for new connections with confidence that there is adequate capacity to serve new as well as existing customers;
- ❖ • Determine when the approval of subdivision plats and the issuance of additional building permits need to be curtailed until improvements are completed to meet the additional water demand;
- ❖ • Plan for needed water supply system improvements to ensure continued adequacy of the water system as new growth occurs and as water demand increases; and
- ❖ • Provide an adequate water supply in order to ensure the protection of public health.

LEGAL MANDATES

It is essential for local governments to carefully manage the allocation of water to new residential, commercial and industrial customers, in conformance with local Comprehensive Plans, County Water and Sewerage Plans, Water Appropriation Permits, and the requirements of the Annotated Code of Maryland pertaining to building permits and subdivision plats. Local governments must ensure that the water supply will be adequate to meet the demand of existing and new users and must allocate any available water in accordance with State as well as local requirements.

The Environment Article of the Annotated Code of Maryland sets forth the State requirements for insuring the adequacy of the water supply to serve new development as well as the authority of the Secretary of the Department to require Water Supply Capacity Management Plans:

§ 9-512 (b) Building Permits – Conformity with county plan; issuance of building permits. –

(1) A State or local authority may not issue a building permit unless:

- (i) The water supply system, sewerage system, or solid waste acceptance facility is adequate to serve the proposed construction, taking into account all existing and approved developments in the service area;*
- (ii) Any water supply system, sewerage system, or solid waste acceptance facility described in the application will not overload any present facility for conveying, pumping, storing, or treating water, sewage, or solid waste; ...*

§ 9-512 (d) Subdivision plats – Conformity with county plan; recording or approving subdivision plats. –

(1) A State or local authority may not record or approve a subdivision plat unless any approved facility for conveying, pumping, storing, or treating water, sewage or solid waste to serve the proposed development would be:

- (i) Completed in time to serve the proposed development; and*
- (ii) Adequate to serve the proposed development, once completed, without overloading any water supply system, sewerage system, or solid waste acceptance facility.*

(2) Each water supply system, sewerage system, and solid waste acceptance facility in a subdivision shall:

- (i) Conform to the applicable county plan; and*
- (ii) Take into consideration all present and approved subdivision plats and building permits in the service area.*

§ 9-205. Submitting plans for existing water supply system, sewerage system, or refuse disposal system for public use.

(a) “Authority” defined. – In this section, “authority” means a water, sewerage, or sanitary district authority.

(b) Application of section. – This section applies only to any water supply system, sewerage system, or refuse disposal system that is for public use in this State.

(c) Required plans, specifications, and reports – In general. – Any authority or person who owns a water supply system, sewerage system, or refuse disposal system or who supplies or is authorized to supply water, sewerage, or refuse disposal service to the public shall submit to the Secretary:

(1) A certified copy of the complete plans for the water supply system, sewerage system, or refuse disposal system that:

- (i) Is correct on the date of submission; and*
- (ii) Is of the scope and detail that the Secretary requires; and*

(2) Any existing specifications of or reports on the water supply system, sewerage system, or refuse disposal system.

(d) Same – Exceptions. – If plans do not exist or are of insufficient scope or detail, the authority or person who is required to submit the plans shall:

- (1) Prepare and submit to the Secretary new or supplemented plans; and*

(2) Make any investigation that is necessary to ensure that the new or supplemented plans are correct.

(e) Additional information. –

(1) The Secretary may request any other information about the water supply system, sewerage system, or refuse disposal system, including information or records on maintenance and operation, that the Secretary considers appropriate.

(2) Any authority or person to whom a request is made under paragraph (1) of this subsection shall submit the information or records to the Secretary.

In addition to the required State mandates, the Town has also passed legislation to ensure capacity is available. In April of 2003, the Town Board passed the Water & Sewer Certification Ordinance which requires capacity to be available prior the approval of improvement plans:

16.12.055 Water and sewer capacity certification

A. Upon approval of the preliminary plat, the town administrator shall conduct a review and analysis of the capacities of the town water and sewer systems in order to determine whether there exists sufficient water and sewer capacity to service the proposed subdivision or the development project thereon. The review and analysis shall be conducted in coordination with the director of operations and construction and the water and sewer superintendent who shall provide the administrator with pertinent information and data regarding the capacity of the town to provide water and sewer service to the proposed subdivision or project. In the review and analysis of the town water and sewer capacity, the demands of the proposed subdivision or project for water and sewer shall be based upon a daily consumption of three hundred (300) gallons per equivalent dwelling unit as per the standards of the American Water and Wastewater Association.

B. If the town administrator determines that there is sufficient water and sewer capacity to service the proposed subdivision or project, then he shall issue a certificate of water and sewer capacity for the proposed subdivision or project.

C. If the town administrator determines that there is not sufficient water and sewer capacity to service the proposed subdivision or project, then a certificate of water and sewer capacity shall not be issued for the proposed subdivision or project.

D. The planning commission shall not approve any improvement plans for the proposed subdivision or project unless a certificate of water and sewer capacity has been issued for the proposed subdivision or project.

E. If an approved preliminary plat is revised after a certificate of water and sewer capacity has been issued and the revision is approved by the planning commission, and if the effect of the revision does not increase the previously determined water demand of the proposed subdivision or project based upon the standards provided for in subsection (A) of this section, then a new certificate of water and sewer capacity shall not be required, and the previously issued certificate shall remain valid. If the effect of such approved revision is to increase the previously determined water demand of the proposed subdivision or project based upon the standards provided for in subsection (A) of this section, then the previously issued certificate shall be void, and a new certificate shall be issued, if appropriate, in accordance with the procedures set forth above.

(Ord. 03-04-01 §1, 2003)

Executive Summary

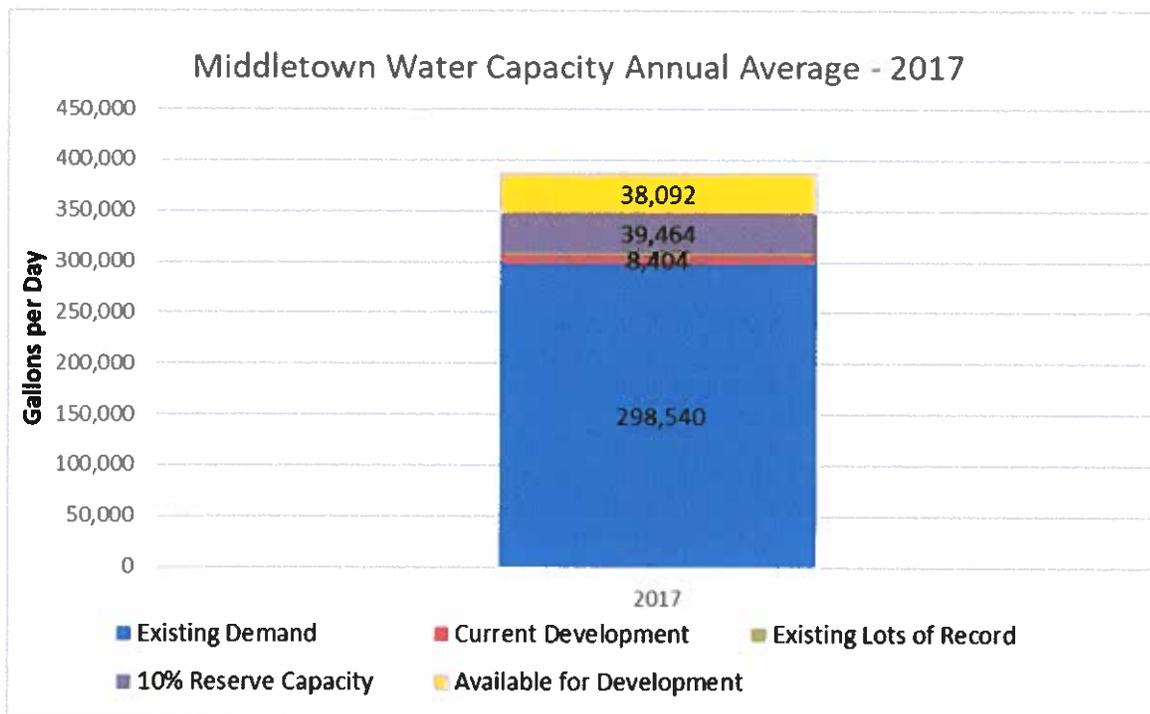
The Middletown water system is supplied by twenty-three (23) wells and four (4) major groups of springs located on the west side of the Catocin Mountain, north of town. Water from the springs flow by gravity to two (2) in-ground reservoirs with a combined capacity of two million gallons. Water treatment consists of adding caustic soda, for pH adjustment, chlorine, as a disinfectant to protect against microbial contaminants. From the plant, the water is pumped to our 400,000 gallon elevated storage tank.

The Town currently has Water Appropriation Permits in the Hollow Creek, Cone Branch, and Catocin Watersheds. The combined permit limits for withdraw are 387,000 gpd Annual Average and 504,000 gpd Month of Maximum Use. The current capacity of the Town's water supply, during drought conditions, has been determined by MDE to be 533,640 gpd.

The information contained in this report was generated following the details specified in the Guidance Document – *Water Supply Capacity Management Plans* as prepared by the Maryland Department of the Environment.

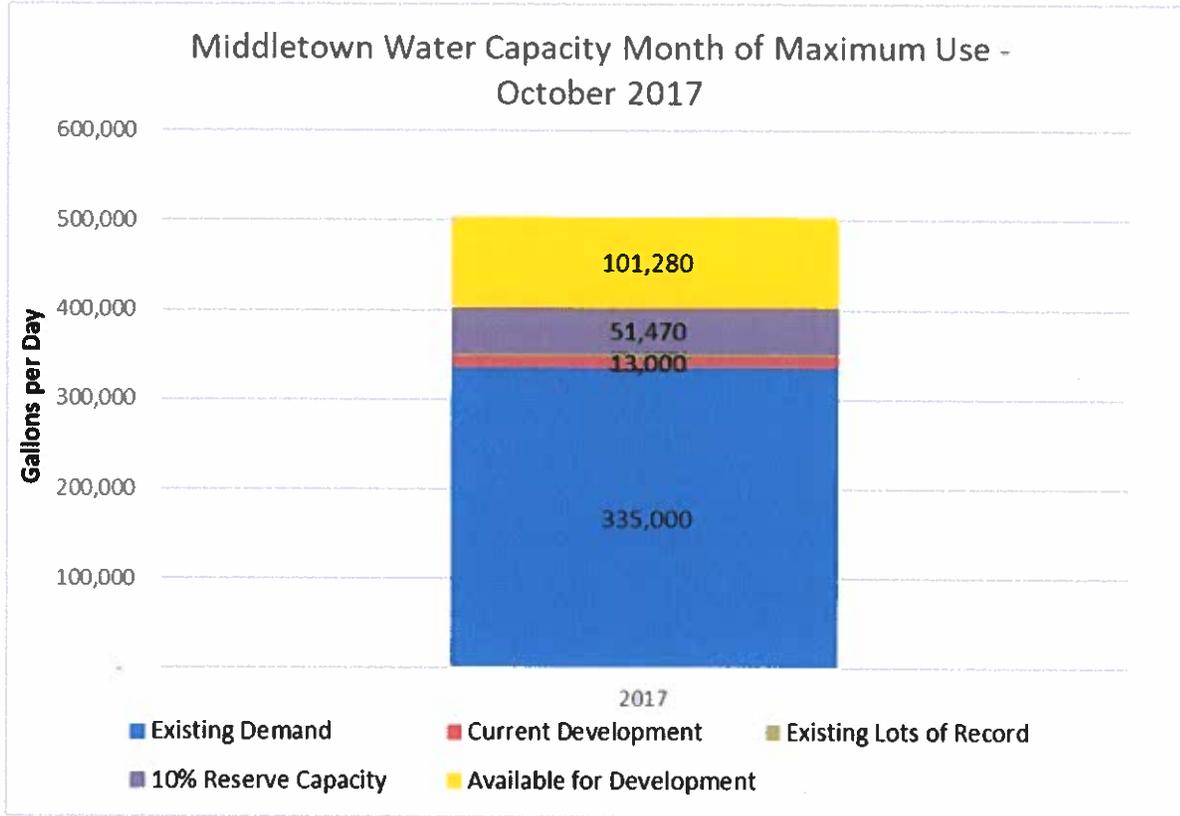
Annual Average

The Town of Middletown's current water system capacity, based on flow is 90.1%.



Month of Maximum Use

The Town of Middletown’s current water system capacity, based on calculations by flow is 79.9%.



Summary and Recommendations

Based on the calculation, in accordance with MDE guidance, the Town has 152 (38,092gpd / 250gpd) water taps available based on the capacity analysis.



**Burgess and Commissioners of
Middletown, Maryland**

Wastewater Capacity Management Plan 2017

Approved by Burgess and Commissioners
Of Middletown, Maryland
on

General Information

PURPOSE OF THE WASTEWATER CAPACITY MANAGEMENT PLAN (WWCMP)

This WWCMP is provided to assist the Town Board and Planning Commission to determine plant capacity and to track the remaining available capacity for allocation. Because of the significant lead time required for measures such as sewer rehabilitation or facility expansion, the WWCMP emphasizes the need to plan ahead to ensure that growth takes place without overloading sewage facilities. The guide enables the Town to:

- ❖ • Identify when a treatment plant's actual flows are approaching or exceeding the design capacity;
- ❖ • Make commitments for new connections with confidence that there is adequate capacity to serve the new as well as existing customers;
- ❖ • Determine when the issuance of additional building permits must be curtailed until improvements are completed so that the treatment plant can maintain compliance with its discharge permit;
- ❖ • Have more lead-time to plan for needed collection and wastewater treatment system upgrades to accommodate new growth and to arrange for the financing of the improvements;
- ❖ • Become more aware of how your facility is performing; and be encouraged to take appropriate steps to address or prevent increased flows before effluent violations, regular bypassing, or overflows occur; and
- ❖ • Provide Town Board and Planning Commission with the information needed to make informed decisions about the capacity of their wastewater systems and the ability to accommodate new connections.

LEGAL MANDATES

The Town faces many challenges to maintain and operate these systems in compliance with federal and State laws and regulations. The cost to keep these increasingly complex facilities operating properly continues to increase. The ability to raise rates to keep pace with these costs is a challenge. Perhaps most challenging, however, is the need to manage the allocation of flow to new customers for residential, commercial, and industrial use, in conformance with local land use, water and sewerage plans, and the NPDES permit limits. The following language from the Maryland Environment Article makes it clear that the authority responsible for issuing building permits and subdivision plat approvals must ensure that adequate capacity is or will be available:

§ 9-512 (b) Building Permits – Conformity with County Plan; Issuance of Building Permits

(1) A State or local authority may not issue a building permit unless:

- (i) The water supply system, sewerage system, or solid waste acceptance facility is adequate to serve the proposed construction, taking into account all existing and approved developments in the service area;*
- (ii) Any water supply system, sewerage system, or solid waste acceptance facility described in the application will not overload any present facility for conveying, pumping, storing, or treating water, sewage, or solid waste;...*

§ 9-512 (d) Subdivision Plats

- (1) A State or local authority may not record or approve a subdivision plat unless any approved facility for conveying, pumping, storing, or treating water, sewage, or solid waste to serve the proposed development would be:
 - (i) Completed in time to serve the proposed development; and*
 - (ii) Adequate to serve the proposed development, once completed, without overloading any water supply system, sewerage system, or solid waste acceptance facility.**
- (2) Each water supply system, sewerage system, and solid waste acceptance facility in a subdivision shall:
 - (i) Conform to the applicable county plan; and*
 - (ii) Take into consideration all present and approved subdivision plats and building permits in the service area.**

In addition to the required State mandates, the Town has also passed legislation to ensure capacity is available. In April of 2003, the Town Board passed the Water & Sewer Certification Ordinance which requires capacity to be available prior to the approval of improvement plans:

16.12.055 Water and sewer capacity certification

- A. Upon approval of the preliminary plat, the town administrator shall conduct a review and analysis of the capacities of the town water and sewer systems in order to determine whether there exists sufficient water and sewer capacity to service the proposed subdivision or the development project thereon. The review and analysis shall be conducted in coordination with the director of operations and construction and the water and sewer superintendent who shall provide the administrator with pertinent information and data regarding the capacity of the town to provide water and sewer service to the proposed subdivision or project. In the review and analysis of the town water and sewer capacity, the demands of the proposed subdivision or project for water and sewer shall be based upon a daily consumption of three hundred (300) gallons per equivalent dwelling unit as per the standards of the American Water and Wastewater Association.*
- B. If the town administrator determines that there is sufficient water and sewer capacity to service the proposed subdivision or project, then he shall issue a certificate of water and sewer capacity for the proposed subdivision or project.*

C. If the town administrator determines that there is not sufficient water and sewer capacity to service the proposed subdivision or project, then a certificate of water and sewer capacity shall not be issued for the proposed subdivision or project.

D. The planning commission shall not approve any improvement plans for the proposed subdivision or project unless a certificate of water and sewer capacity has been issued for the proposed subdivision or project.

E. If an approved preliminary plat is revised after a certificate of water and sewer capacity has been issued and the revision is approved by the planning commission, and if the effect of the revision does not increase the previously determined water demand of the proposed subdivision or project based upon the standards provided for in subsection (A) of this section, then a new certificate of water and sewer capacity shall not be required, and the previously issued certificate shall remain valid. If the effect of such approved revision is to increase the previously determined water demand of the proposed subdivision or project based upon the standards provided for in subsection (A) of this section, then the previously issued certificate shall be void, and a new certificate shall be issued, if appropriate, in accordance with the procedures set forth above.

(Ord. 03-04-01 §1, 2003)

Executive Summary

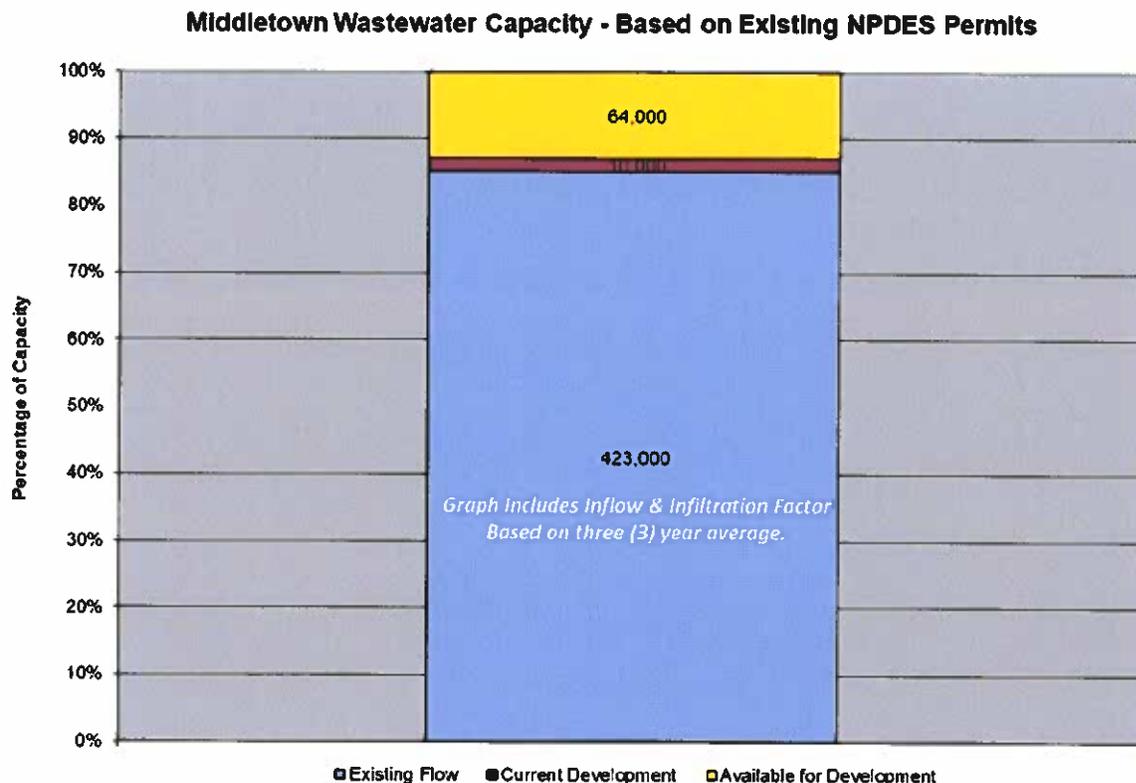
The Middletown sewage system consists of a 0.250 mgd treatment plant located on the west side of Town (West WWTP), and a 0.350 mgd activated sludge plant (expandable to 0.700 mgd) located on the east side of Town (East WWTP), three (3) sewage pump stations, and a network of 8" to 12" sanitary sewer lines. The West WWTP, which was designed in 1973, became operational in 1976 and replaced an older facility. The East WWTP, located on Holter Road, was constructed in 1999-2000 and became operational on June 14, 2000.

The West WWTP plant has a design capacity of 0.250 mgd with an NPDES Permit for the same. The East WWTP plant has a design capacity of 0.350 mgd with an NPDES Permit for 0.250 mgd. In calculating the capacity for the Town, the design and permit capacities were combined for an overall total of 0.600 mgd and 0.500 mgd respectively.

The information contained in this report was generated following the details specified in the Guidance Document – *Wastewater Capacity Management Plans* as prepared by the Maryland Department of the Environment.

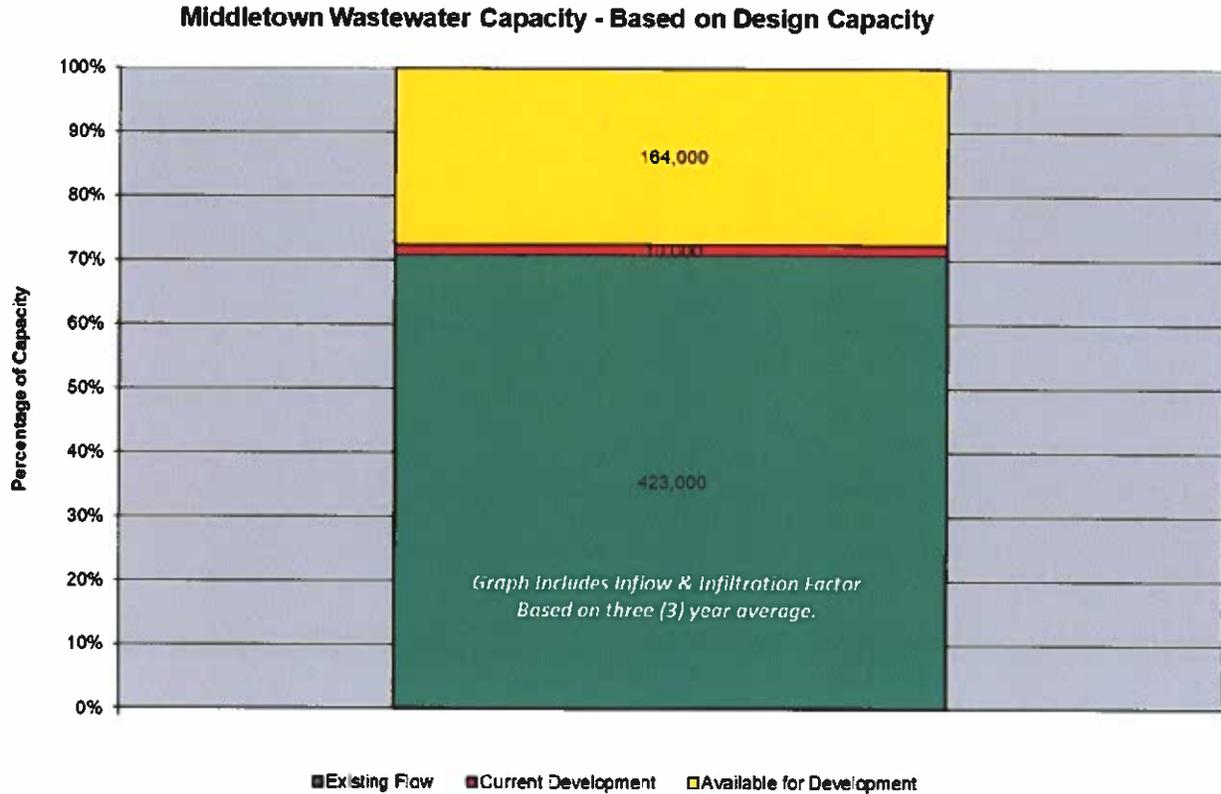
Permitted Capacity

The Town of Middletown's current sewer system capacity, based on calculations by flow is 87%.



Design Capacity

The Town of Middletown's sewer system design capacity, based on calculations by flow, is at 73%.



Summary and Recommendations

Based on the current permitted capacity of 0.500 mgd the Town has a permitted capacity for an additional 256 sewer taps. Approval beyond the 256 sewer taps will require authorization by the Burgess and Commissioners for an increase in the current NPDES permit for the East WWTP.

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2019**

DESCRIPTION	AUDIT FY2016	Budget FY 2017	AUDIT FY2017	Budget FY 2018	Preliminary Budget FY 2019
REVENUE					
LOCAL TAXES					
Real Property	1,133,834	1,244,642	\$1,229,017	1,283,670	1,322,180
Tangible Personal Property	39,544	37,108	\$40,735	38,248	44,063
Public Utilities	9,400	12,841	\$12,869	9,827	14,192
Franchise (Cable)	48,405	49,940	\$50,981	50,615	55,145
Discounts	(14,112)	(16,182)	(14,852)	(16,647)	(17,255)
Penalties & Interest	8,085	10,357	10,494	10,654	11,043
	1,225,156	1,338,705	1,329,244	1,376,368	1,429,369
STATE SHARED TAXES					
Amusement Taxes	9,565	22,500	31,547	21,526	34,125
Highway User Taxes	156,127	162,421	154,057	160,606	177,025
	165,692	184,921	185,604	182,132	211,150
COUNTY SHARED TAXES					
Income Taxes	915,506	883,990	\$880,538	995,025	1,024,876
Tax Equity	555,964	566,687	\$566,687	610,423	632,552
	1,471,470	1,401,624	1,447,225	1,605,448	1,657,428
LICENSES, PERMITS & FEES					
Filing/Permit Fees	6,013	6,500	8,871	6,500	9,599
Beer, Wine & Liquor	-	1,950	-	-	-
Traders	4,752	4,900	\$4,645	4,900	4,900
Planning & Zoning	11,450	13,691	\$11,691	21,450	11,691
	22,215	27,041	25,207	32,850	26,189
PARKS & RECREATION					
Pavillion Fees	3,158	1,900	4,315	3,158	4,315
POLICE PROTECTION					
State Grant	24,987	26,187	\$26,320	26,187	26,187
MISC INCOME					
Other (Bank Grant, Animal, Citations)	4,910	2,500	\$13,047	1,491	2,500
LGIT Health Insurance Rebate	-	-	-	-	-
FredCo Municipal Recycling Reimbursement	-	5,000	-	-	-
MISC	4,910	7,500	13,047	1,491	2,500
OPERATING REVENUE	2,917,587	2,987,878	3,030,962	3,227,633	3,357,138
EXPENSES					
LEGISLATIVE					
Commissioner's Fees	12,900	15,600	15,800	16,500	21,000
Communications	3,185	3,480	3,376	9,480	3,480
Dues & Subscriptions	7,226	7,400	6,838	7,400	7,400
Office Supplies/Expenses	7,359	3,600	9,328	7,500	7,500
Advertising	2,331	750	1,560	2,500	500
Meetings & Conventions	15,048	9,000	6,963	15,000	7,500
	48,049	39,830	39,830	58,380	47,380
EXECUTIVE					
Burgess	7,050	10,200		10,200	10,200
ELECTION EXPENSES					
Clerk Fees	450	-	-	450	-
Printing, Supplies, Advertising	223	-	-	250	-
	673	-	-	700	-
GENERAL/ADMINISTRATIVE SERVICES					
Capital Outlay	-	-	-	-	-
Administration Salary	248,153	247,131	247,268	254,512	272,402
Postage & Printing	16	200	114	200	200
Communications	6,788	6,977	6,932	7,205	10,300
Computer Expenses	27,814	28,400	29,534	29,512	21,800
Supplies & Expense	26,345	26,000	37,364	27,953	42,232
Maintenance & Repairs	30,325	13,400	34,620	29,600	23,500
Professional Services	5,470	4,600	4,088	4,600	4,600
Dues & Subscriptions	-	150	-	150	150
Meetings & Seminars	161	100	345	100	100

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2019**

DESCRIPTION	AUDIT FY2016	Budget FY 2017	AUDIT FY2017	Budget FY 2018	Preliminary Budget FY 2019
Water and Sewer Grant	80,000	-	-	-	-
	425,072	326,958	360,265	353,833	375,284
OPERATIONS/MAINTENANCE					
Maintenance - Capital Outlay					
Director Salary	97,515	97,355	179,432		
Operations Salary	90,045	126,742	47,602	231,766	247,722
Communications	8,830	9,000	8,258	9,000	10,200
Supplies	11,631	17,000	11,154	17,960	19,500
Dues/Training/Certifications	2,299	1,500	215	1,500	1,500
Maintenance & Repairs	15,514	8,000	15,581	14,540	13,849
Mowing	11,780	12,133	11,780	12,133	12,133
Tools & Equipment	1,726	500	8,362	2,544	3,166
	239,340	272,230	282,384	289,443	308,070
PROFESSIONAL SERVICES					
Independent Accounting	13,000	16,000	13,000	16,000	16,000
Legal - Development & Ordinance	9,309	7,796	13,594	7,388	9,130
	22,309	23,796	26,594	23,388	25,130
PLANNING & ZONING					
Salaries	41,672	44,072	43,163	43,997	46,874
Bd Members Compensation	7,950	7,800	7,800	7,800	17,541
Zoning Expenses	1,716	3,207	2,606	1,778	2,684
	51,338	55,079	53,569	53,575	67,100
MAIN STREETS MANAGER					
Mainstreet - Capital Outlay					
Salary	41,716	43,680	45,761	45,482	47,147
Town Contribution	10,970	10,000	10,260	10,000	10,000
Wayfinding Signs Grant Contribution	-	-	-	-	-
	52,686	53,680	56,021	55,482	57,147
PUBLIC SAFETY					
Fire Department Donation	20,000	20,000	2,000	20,000	20,000
School Crossing Guards	15,694	15,758	18,422	16,338	21,910
Deputy Contract Services	352,149	401,611	366,406	385,232	393,895
	387,843	437,369	386,828	421,570	435,805
SANITATION & WASTE REMOVAL					
Trash Collection & Disposal					
Recycling Pickup Station	6,876	5,000	6,991	5,000	8,060
Regular Pick-up	128,862	133,126	128,862	133,126	136,900
Landfill - Tipping Fees	84,356	84,830	85,687	84,798	86,918
Yard Waste (April - Dec)	27,832	30,672	32,681	30,672	31,104
Eco-Bags	19,610	20,260	20,074	18,200	21,948
	267,536	273,888	274,295	271,796	284,930
RECREATION & CULTURE					
Park Capital Outlay					
Park Interest	14,632	11,320	11,320	7,906	4,389
Park Loan Payments	108,917	112,230	112,230	115,643	119,161
Park Salary	50,350	34,807	59,863	45,030	49,000
Park Electric	1,104	2,358	2,532	1,175	2,505
Park Supplies/Equipment	1,143	1,500	2,601	1,500	1,500
Park Mowing Contract	26,692	26,215	27,628	32,319	33,935
Park Repairs & Maintenance	45,351	24,950	53,151	35,990	29,650
	248,189	213,379	269,324	239,564	240,140
HIGHWAYS & STREETS					
Streets Capital Outlay		-		-	-
Vehicle/Equipment Capital Outlay		-		-	-
Salaries - Regular	73,748	48,841	62,668	71,226	70,232
Street Lighting	167,897	161,916	205,316	203,160	182,300
Storm Water Management	2,299	7,800	5,385	7,800	7,545
Snow Removal	72,612	75,000	32,725	83,100	85,300
Mowing (SWM & Streets)	31,744	32,696	31,744	33,440	33,440
Repairs & Resurfacing	6,794	67,195	98,079	92,000	92,000
Signs	5,083	6,200	4,010	12,400	5,300
Truck Repair & Maintenance	35,693	48,600	39,127	42,600	28,000
Equipment Repairs & Maintenance	3,511	10,000	6,961	26,675	21,172
Street Loan - Principal	12,000	78,460	111,505	79,300	100,000
Street Loan - Interest	85,447	60,927	123,174	59,874	77,358

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2019**

DESCRIPTION	AUDIT FY2016	Budget FY 2017	AUDIT FY2017	Budget FY 2018	Preliminary Budget FY 2019
Case Loader -Principal & Interest	-	15,159	14,730	-	-
	496,828	612,795	735,424	711,575	702,647
MISCELLANEOUS					
MT Historical Society	5,000	5,000	5,000	5,000	5,000
Donations	1,000	100	500	100	100
Mileage - Travel	1,957	4,578	1,301	2,732	2,278
Web Page / Directory / Public Information	15,097	1,400	2,833	3,890	3,755
Community Events	51,772	30,250	105,453	33,140	32,510
Community Events (Town Share)					19,780
Payroll Taxes	54,019	56,578	53,572	58,923	63,139
Insurance					
Property	12,477	14,064	14,265	13,499	15,433
Health	122,055	111,243	121,637	115,842	142,627
Worker's Compensation	14,456	11,921	19,264	20,372	22,698
Professional	946	688	946	946	473
Pension	49,784	75,062	56,115	68,184	71,102
Real Estate Taxes	800	1,242	800	800	800
Miscellaneous	12,688	3,500	4,061	3,500	4,000
	342,051	314,938	385,747	326,929	383,694
TOTAL OPERATING EXPENSES	2,583,964	2,634,143	2,870,281	2,816,434	2,937,526
TOTAL OPERATING SURPLUS	333,623	353,735	160,681	411,199	419,612

CIP Showing

ALL Improvements Fees In General Fund

BURGESS AND COMMISSIONERS OF MIDDLETOWN

GENERAL CAPITAL IMPROVEMENT BUDGET

FY 2019 - FY 2023



	FY '19	FY '20	FY '21	FY '22	FY '23
INCOME					
CASH RESERVES	\$346,150	\$257,713	\$84,469	(\$1,885,320)	(\$2,000,033)
INTEREST INCOME	\$665	\$644	\$211	(\$4,713)	(\$5,000)
IMPROVEMENT FEES	\$241,500	\$129,500	\$7,000	\$7,000	\$217,000
OPERATING INCOME From Previous Years	\$299,658	\$419,612	\$400,000	\$420,000	\$440,000
COMMUNITY LEGACY GRANTS	\$64,000				
PROGRAM OPEN SPACE and Community Parks & Playground	\$36,900	\$54,000			
SUB-TOTAL	\$989,073	\$861,469	\$491,680	(\$1,463,033)	(\$1,348,033)
PROJECTS					
Highways & Streets					
SHA Streetscape Lighting	\$175,000				
Boileau Court - Mill & Overlay				\$250,000	
Broad St. - Franklin Street (Inlets and Road Reconstruction)	\$50,000		\$1,250,000		\$200,000
Cone Branch Drive & Court - Mill & Overlay					
Elm Street Parking Lot Upgrades - Reconfiguration and Paving	\$80,000				
Franklin Street - Mill & Overlay (Broad to Walnut Pond Court)		\$160,000			
Ivy Hill Drive - Mill & Overlay			\$590,000		\$300,000
Linden Blvd. (Broad Street to Pine Street)	\$40,000				
Linden Blvd. Culvert Replacement		\$35,000		\$100,000	
Martha Mason Drive - Mill & Overlay		\$30,000			
Manda Drive - Mill & Overlay		\$175,000			
Manda Court - Mill & Overlay					\$100,000
Prospect St. (Road Reconstruction)	\$50,000		\$500,000		
Washington Street Retaining Wall	\$25,000				
Foxfield Swale Reconstruction	\$15,000				
Recreation & Culture					
Remsburg Park - Walking Trail Paving (90% Grant; POS 10%)	\$25,000				
Cone Branch Walking Trail - Benches (90% Grant; POS 10%)	\$6,500				
Walking Trail Signage (90% Grant; POS 10%)	\$5,000				
Wiles Branch Park Pavilion - Picnic Benches (90% Grant; POS 10%)	\$4,500				
Foxfield Walking Trail - Extension to Hollow Creek (90% Grant; POS 10%)	\$25,000	\$60,000			
Befco Silt Seeder - Field Maintenance	\$8,000				
General Services Administration & Operations					
Municipal Center - HVAC Replacement	\$60,000				
Municipal Center - Boiler Replacement to Natural Gas	\$35,000				
Municipal Center - ADA Improvements	\$30,000				
Street Pretreatment Equipment - Snow Removal	\$60,360				
Maintenance Facility at East WWTP		\$250,000			
Information Technology - Computers, Servers, Phones, Data Backup & Recovery Systems	\$37,000	\$37,000	\$37,000	\$37,000	\$37,000
Subaru Forester Replacement		\$30,000			
Dump Truck Replacement			\$2,377,000	\$150,000	\$637,000
SUB-TOTAL	\$731,360	\$777,000	\$2,377,000	\$537,000	\$637,000
SURPLUS/(DEFICIT)	\$257,713	\$84,469	-\$1,885,320	-\$2,000,033	-\$1,985,033

TOWN OF MIDDLETOWN
Water Sewer Operating Budget
FY 2019

	AUDIT FY 2016	Budget FY 2017	AUDIT FY 2017	Preliminary Budget FY 2018	Draft Budget FY 2019
Operating Revenue					
Water Revenue	587,860	594,671	600,572	608,726	624,139
Sewer Revenue	584,783	594,325	598,261	603,153	616,076
Penalties and Reconnects	14,758	21,950	21,422	15,251.79	22,161
General Fund Grant	80,000		-		
Rain Barrels	720	1,000		1,000	1,000
MISC	8,627	-		-	-
Total Revenue	1,276,748	1,211,946	1,220,255	1,228,131	1,263,377
Expenses					
Administrative					
Salaries	36,631	45,134	39,206	48,827	34,407
Communications	10,748	11,513	12,200	11,742	11,742
Postage	9,226	9,558	\$8,030	9,503	9,750
Office Supplies/Expenses	10,761	12,600	\$10,848	15,712	14,000
Professional Services/Legal	2,512	2,000	\$2,727	2,000	2,000
Meetings & Seminars	350	500	\$486	2,500	500
Advertising	350	500	\$559	500	500
Uniforms	3,770	3,925	\$4,119	3,925	5,068
Dues/Subscriptions/Certifications	50	500	\$420	500	500
I&I Principal and Interest	32,979	32,908	\$29,454	33,099	32,743
Travel/Mileage	-	200	\$17	200	200
Payroll Taxes	24,113	23,600	\$22,451	27,798	23,721
Insurance					
Property	9,917	8,500	\$11,172	10,215	11,848
Health	19,348	52,831	\$44,913	53,324	54,716
Worker's Compensation	7,287	8,718	\$8,684	8,980	9,911
Retirement/Pension	21,550	28,448	\$22,169	29,230	22,912
Real Estate Taxes	292	292	\$292	292	292
Conservation Environment	1,600	2,000	\$0	2,000	1,000
Vehicle/Equipment Expenses	12,259	25,600	15521	20,400	15,000
Total Administrative	203,743	269,328	233,268	280,746	250,809
Water					
Salaries	150,384	139,545	167,083	175,294	151,440
Water Distribution					
Supplies	8,185	3,572	\$5,831	5,500	5,500
Repairs & Maintenance	44,802	52,450	\$72,317	18,900	37,000
Water Meters	-	-		-	-
Waterline Break Repairs	-	5,000	\$182	5,000	5,000
Chemicals	233	500	\$1,857	500	500
Tools & Equipment	1,660	3,874	\$6,674	4,105	4,000
Subtotal	54,880	65,396	86,861	34,005	52,000
Water Plant, Reservoir, Booster, Tower, BS Wellhouse					
Supplies	1,492	2,000	795	2,000	2,000
Repairs & Maintenance	27,112	31,700	39,668	66,700	37,722
Tank Maintenance Contract					100,000
Chemicals	22,512	23,943	23,154	9,199	17,132
Tools & Equipment	-	2,400	1,407	2,053	1,932
Testing & Analysis	10,783	12,988	11,877	14,400	5,900
SUB-TOTAL	61,899	93,181	76,901	118,168	164,687
Abandoned Well Costs		-		-	-

TOWN OF MIDDLETOWN
Water Sewer Operating Budget
FY 2019

	AUDIT FY 2016	Budget FY 2017	AUDIT FY 2017	Preliminary Budget FY 2018	Draft Budget FY 2019
Water Electric	23,349	20,150	33,368	23,816	26,561
TOTAL WATER	267,163	298,122	330,845	327,467	394,688
Sewer					
Salaries	128,101	121,920	127,311	134,998	115,933
Sewer Collection System					
Conebranch Pump Station	34,851	18,500	\$22,062	18,500	12,618
Brookridge South Pump Station	10,465	9,735	\$5,421	10,779	4,000
Foxfield Pump Station	6,973	6,500	\$5,692	6,500	12,500
Sanitary Sewer Lines/Manholes	45,670	25,000	\$4,582	25,000	22,080
I & I Accrual	75,000	75,000	75,000	75,000	75,000
Subtotal	172,959	134,735	112,757	135,779	126,198
East WWTP					
Parts & Supplies	7,069	5,802	\$2,598	6,352	5,581
Repairs & Maintenance	28,731	35,800	\$22,145	16,600	12,600
Chemicals	31,766	40,844	\$29,271	33,725	34,285
Mowing		-		-	-
Tools & Equipment	3,954	5,573	\$1,693	6,090	4,500
Testing & Analysis	26,125	34,187	\$30,220	34,187	36,611
Sludge Hauling Expense	59,432	60,000	\$45,581	61,800	55,669
Subtotal	157,077	211,853	131,508	184,081	149,245
West WWTP					
Supplies	2,380	2,500	\$1,624	2,500	2,500
Repairs & Maintenance	9,796	6,050	\$4,833	2,000	15,000
Chemicals	54,389	61,258	\$51,684	47,949	50,531
Mowing					
Tools & Equipment	2,598	1,000	\$1,671	2,510	2,766
Testing & Analysis	9,831	10,459	\$11,071	11,649	10,449
Sludge Hauling Expense	17,250	22,650	\$17,250	22,650	17,250
SUB-TOTAL	96,244	127,001	88,133	106,268	98,496
Sewer Electric					75,000
TOTAL SEWER	554,381	595,509	459,709	561,126	564,872
TOTAL OPERATING EXPENSES	1,025,287	1,162,959	1,023,822	1,169,340	1,210,369
Contingency Fund		40,704		40,927	50,303
Adjusted Operating Expense	1,025,287	1,203,663	1,023,822	1,210,266	1,260,672
OPERATING INCOME (LOSS)	251,461	8,283	196,433	17,864	2,704

ALL IMPROVEMENT FEES TRANSFERED TO GENERAL FUND

					
Burgess and Commissioners of Middletown Water & Sewer Capital Improvement Program FY 2019 - FY 2023					
INCOME	FY '19	FY '20	FY '21	FY '22	FY '23
CASH Reserves	\$538,119	\$436,438	\$299,204	\$164,787	\$86,328
DEBT SERVICE FEE - NEW HOMES	\$156,000	\$162,900			
CAPITAL IMPROVEMENT FEE	\$168,966	\$178,800	\$341,900	\$342,100	\$342,300
Inflow & Infiltration - Reserve Account	\$50,000		\$300,000		
Sludge Removal - Reserve Account	\$35,000			\$35,000	
Land Leases	\$193,271	\$201,002	\$209,042	\$217,404	\$226,100
Tap Fees (See Growth Projections)	\$621,000	\$333,000	\$18,000	\$18,000	\$558,000
BRF Grant					\$1,000,000
Main Street Waterline Loan (Total Loan Amount \$2,850,138.95)	\$1,780,968				
Reservoir Tank Loan (Total Loan Amount \$1,772,603.24)		\$750,000	\$1,022,604		
Total Revenue	\$3,543,324	\$2,062,139	\$2,190,749	\$777,290	\$2,212,727
Debt Service					
EAST WWTP LOAN	\$241,265	\$239,265			
MAIN STREET WATERLINE LOAN	\$77,842	\$156,523	\$156,523	\$156,523	\$156,523
RESERVOIR TANK LOAN	\$6,798	\$12,815	\$97,347	\$97,347	\$97,347
DEVELOPMENT PROJECTS					
Brookridge WTP (Loan Payments)	\$195,314				
Outstanding Balance - Last Year \$370,314					
Total Debt Service	\$521,219	\$408,603	\$253,870	\$253,870	\$253,870
Net Income	\$3,022,105	\$1,653,537	\$1,936,879	\$523,420	\$1,958,857
Projects					
SYSTEM UPGRADE PROJECTS					
WATER SYSTEM					
Main Street Waterline Program	\$1,780,968				
Well Field - Power Quality Monitor PQube3	\$10,500				
Reservoir Improvements - Piping and Future Tank	\$104,000	\$750,000	\$1,250,000		
SCADA Control System	\$50,000				
Booster Station - Replace Starters with VFD's	\$15,000	\$125,000			
Booster Station - Rebuild Pump #4	\$15,000				
Booster Station - Process Piping Replacement	\$10,000	\$50,000			
Booster Station - Roof Replacement/Building Painting				\$5,000	
PRV Vault Pipe Painting and Cleaning	\$9,000				
InHance Billing Software Upgrade	\$25,000				
Water Meter Replacements	\$41,200	\$34,333	\$22,093	\$22,093	\$15,642
WASTEWATER SYSTEM					
West WWTP - Curtain Replacement	\$25,000	\$80,000			
West WWTP - Plug Valve Replacement Micro Strainer Bldg	\$5,000	\$15,000			
West WWTP - New Chemical Storage Structure	\$85,000				
Upgrade of West WWTP (Possible Future)				\$175,000	\$1,550,000
East WWTP - Bar Screen Refurbishment		\$60,000			
East WWTP - Dewatering Solution Sludge Tank - Engineering	\$15,000	\$25,000			
East WWTP - Influent Flume & Ultrasonic Meter	\$20,000				
East WWTP - Enclose UV Lights Area		\$15,000			
East WWTP - Sludge Removal Reed Beds	\$35,000			\$35,000	
East WWTP - Sludge Mag Meter	\$15,000				
Vactor Trailer & Excavator	\$75,000				
Inflow & Infiltration	\$50,000		\$300,000		
Total Projects	\$2,385,668	\$1,154,333	\$1,572,093	\$237,093	\$1,565,642
Total Project Costs	\$636,438	\$499,204	\$364,787	\$286,328	\$393,215
CAPITAL IMPROVEMENT RESERVE ACCOUNT	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Surplus / Deficit	\$436,438	\$299,204	\$164,787	\$86,328	\$193,215
Capital Improvement Reserve Account 5 Year Total	\$1,000,000				

ALL IMPROVEMENT FEES TRANSFERRED TO GENERAL FUND

					
Burgess and Commissioners of Middletown Water & Sewer Capital Improvement Program FY 2019 - FY 2023					
INCOME	FY '19	FY '20	FY '21	FY '22	FY '23
CASH Reserves	\$538,119	\$636,438	\$699,204	\$229,787	(\$183,672)
DEBT SERVICE FEE - NEW HOMES	\$156,000	\$162,900			
CAPITAL IMPROVEMENT FEE	\$168,966	\$178,800	\$341,900	\$342,100	\$342,300
Inflow & Infiltration - Reserve Account	\$50,000		\$300,000		
Sludge Removal - Reserve Account	\$35,000			\$35,000	
Land Leases	\$193,271	\$201,002	\$209,042	\$217,404	\$226,100
Tap Fees (See Growth Projections)	\$621,000	\$333,000	\$18,000	\$18,000	\$18,000
BRF Grant					\$1,000,000
Main Street Waterline Loan (Total Loan Amount \$2,850,138.95)	\$1,780,968				
Reservoir Tank Loan (Total Loan Amount \$1,772,603.24)		\$750,000	\$1,022,604		
Total Revenue	\$3,543,324	\$2,262,139	\$2,590,749	\$842,290	\$1,402,727
Debt Service					
EAST WWTP LOAN	\$241,265	\$239,265			
MAIN STREET WATERLINE LOAN	\$77,842	\$156,523	\$156,523	\$156,523	\$156,523
RESERVOIR TANK LOAN	\$6,798	\$12,815	\$97,347	\$97,347	\$97,347
DEVELOPMENT PROJECTS					
Brookridge WTP (Loan Payments)	\$195,314				
Outstanding Balance - Last Year \$370,314					
Total Debt Service	\$521,219	\$408,603	\$253,870	\$253,870	\$253,870
Net Income	\$3,022,105	\$1,853,537	\$2,336,879	\$588,420	\$1,148,857
Projects					
SYSTEM UPGRADE PROJECTS					
WATER SYSTEM					
Main Street Waterline Program	\$1,780,968				
Well Field - Power Quality Monitor PQube3	\$10,500				
Reservoir Improvements - Piping and Future Tank	\$104,000	\$750,000	\$1,250,000		
SCADA Control System	\$50,000				
Booster Station - Replace Starters with VFD's	\$15,000	\$125,000			
Booster Station - Rebuild Pump #4	\$15,000				
Booster Station - Process Piping Replacement	\$10,000	\$50,000			
Booster Station - Roof Replacement/Building Painting				\$5,000	
PRV Vault Pipe Painting and Cleaning	\$9,000				
InHance Billing Software Upgrade	\$25,000				
Water Meter Replacements	\$41,200	\$34,333	\$22,093	\$22,093	\$15,642
Average 10 Year Historical Spending in W&S CIP	\$0	\$0	\$535,000	\$535,000	\$535,000
WASTEWATER SYSTEM					
West WWTP - Curtain Replacement	\$25,000	\$80,000			
West WWTP - Plug Valve Replacement Micro Strainer Bldg	\$5,000	\$15,000			
West WWTP - New Chemical Storage Structure	\$85,000				
Upgrade of West WWTP (Possible Future)				\$175,000	\$1,550,000
East WWTP - Bar Screen Refurbishment		\$60,000			
East WWTP - Dewatering Solution Sludge Tank - Engineering	\$15,000	\$25,000			
East WWTP - Influent Flume & Ultrasonic Meter	\$20,000				
East WWTP - Enclose UV Lights Area		\$15,000			
East WWTP - Sludge Removal Reed Beds	\$35,000			\$35,000	
East WWTP - Sludge Mag Meter	\$15,000				
Vactor Trailer & Excavator	\$75,000				
Inflow & Infiltration	\$50,000		\$300,000		
Total Projects	\$2,385,668	\$1,154,333	\$2,107,093	\$772,093	\$2,100,642
Total Project Costs	\$636,438	\$699,204	\$229,787	(\$183,672)	(\$951,785)
CAPITAL IMPROVEMENT RESERVE ACCOUNT	\$0	\$0	\$0	\$0	\$0
Surplus / Deficit	\$636,438	\$699,204	\$229,787	(\$183,672)	(\$951,785)
What the CIF would have to be per Quarter for Cover Deficit	\$47.25	\$50.00	\$65.68	\$127.43	\$242.14



Burgess and Commissioners of Middletown 31 W Main St Middletown, MD 21769 Phone 301-371-6171 Fax 301-371-6474
Bruce A. Carbaugh, P.E., Director of Public Works Email: bcarbaugh@ci.middletown.md.us

MEMORANDUM

TO: Burgess and Commissioners of Middletown

FROM: Bruce A. Carbaugh, P.E., Director of Public Works

DATE: April 17, 2018

RE: ADA Detectable Warning Plates

The Town of Middletown has been using the Duralast Cast Iron Warning Plates since 2011. The first project that utilized the plates was the Subdivision on Broad St and a plate was installed at the corner of Broad and Locust Alley. Other projects where the plates have been installed include Middletown Glen and West Green St. There have been no issues with the installation of this product. The plates as well as inlet frame and covers are uncoated cast iron and will rust until a patina develops and then the rusting slows significantly. The plates are made in the USA from recycled material and eligible for LEED points and over 500 times more durable than composite plates.

The Town selected this material to eliminate the need for replacement from snow plow damage, durability and little to no maintenance.

Other materials that are available include:

- polyurethane that employs peel and stick adhesive.
- Fiberglass reinforced composite
- Composite tile filled with polymer concrete
- Concrete Suredome Panel

Most of these materials, if damaged, have no way to be replaced. While the Duralast plate cannot easily be replaced the potential for damage is highly unlikely. With most of the composite materials a snow plow has the ability to damage the plate.

At this time the Department of Public Works is recommending to continue to use the Duralast Cast Iron Detectable Warning Plate or another approved manufacturer of a cast iron plate.

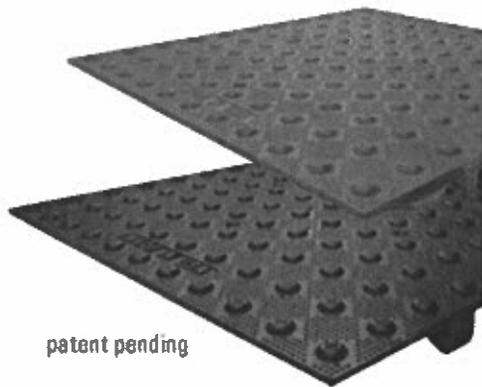
DETECTABLE WARNING PLATES

Regulatory-compliant cast iron Detectable Warning Plates from Neenah Foundry offer appealing aesthetics, exceptional longevity and freedom from maintenance. By using Neenah's Detectable Warning Plates, specifiers can be confident that the critical warning message will be delivered for the lifetime of the installation.

Neenah's Detectable Warning Plates offer:

Exceptional Durability & Superior Performance

- Combine the exceptional durability of cast iron and its ability to adhere to concrete
- Eliminate maintenance problems that are associated with the wearing, peeling, cracking and delaminating of non-iron materials



Superior Performance

- Durability of cast iron even withstands snow plow abuse
- They look like new for many years to come
- There just isn't a more durable, long-term product available

Simple Installation

- Can be installed in minutes into prepared concrete
- Reusable lifting springs simplify the installation process

Specifications

- Qualified design professionals can effectively use Neenah's detectable warning plates in their plans to meet current ADA and ABA guidelines

Aesthetic Appeal

- Recommended to be furnished and installed in their natural unpainted state for best long-term, maintenance-free performance and aesthetic appeal
- Unpainted plates will develop a permanent patina that will remain the same throughout their lifetime
- Powder coat paint is available upon request. Most common colors are federal yellow, dark gray and brick red.

Coefficient of Friction

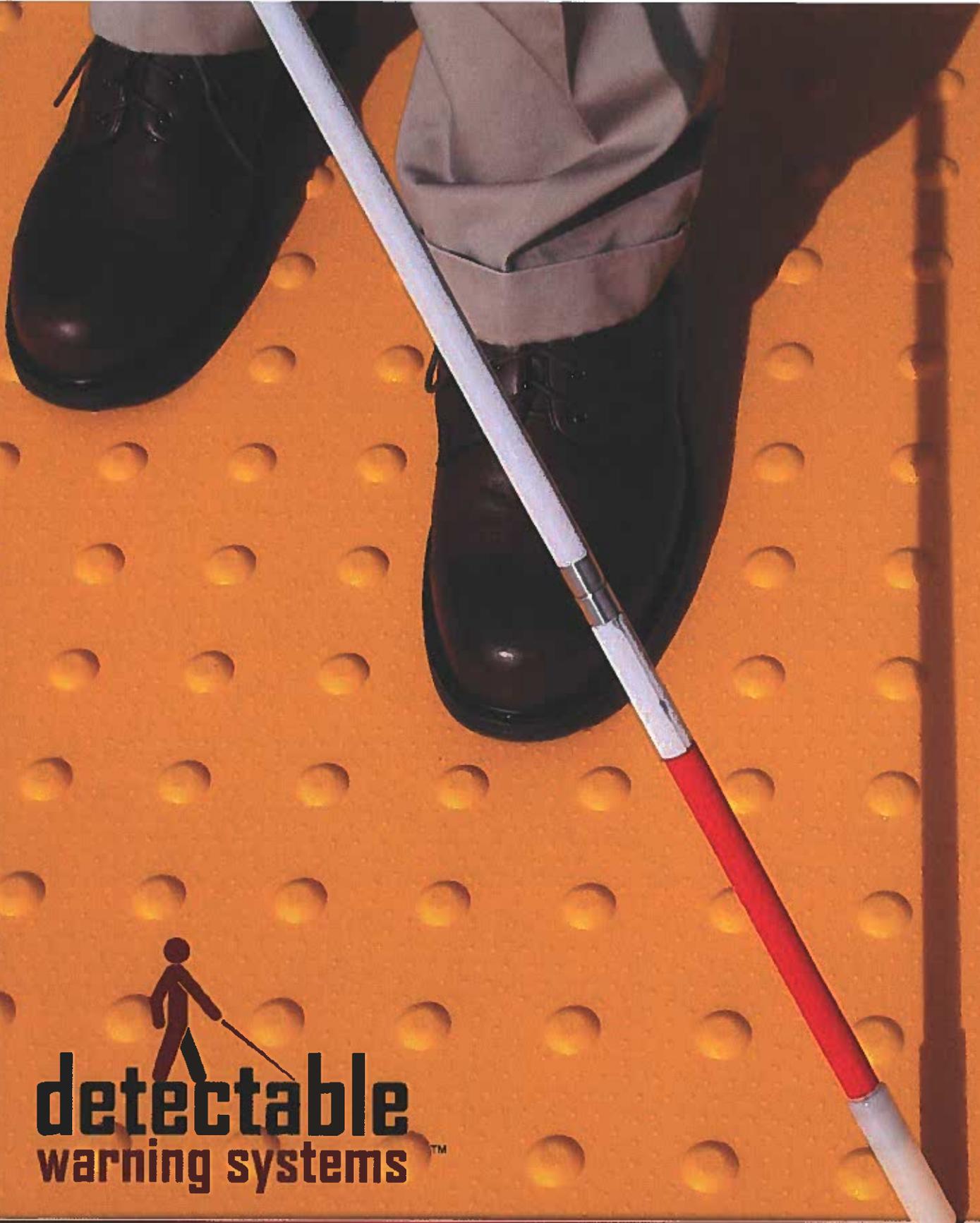
Excellent non-skid characteristics comply with all ADA and ABA guidelines. The measured coefficient of friction is 0.9.

Neenah Recommends Unpainted Plates

Upon exposure to moisture, the cast iron plates will form a temporary iron oxide scale, which is a normal part of the oxidation process. Following this, your warning plate will darken to a patina, which is permanent throughout the life of the installation. Look at manhole covers in the street to see how the color matures.

[Back to Top](#)

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detectable
warning systems™

Providers of the most complete line of detectable warnings since 1994

surface applied

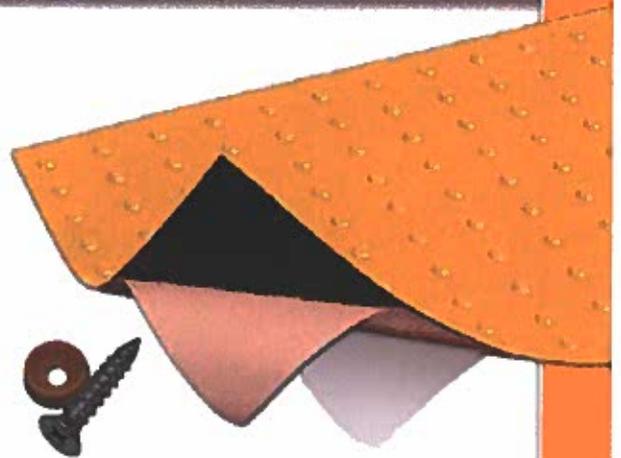
RediMat™

the original flexible surface applied mat

The original surface applied RediMat detectable warning is constructed of extremely durable, UV protected polyurethane. This flexible mat has a proprietary pre-applied adhesive system that enables installation in less than 10 minutes, drastically reducing labor time and expense, but not at the cost of durability.

Features

- **No adhesives to apply** – simply remove protective backing, exclusive peel & stick technology
- **Installs on both asphalt and concrete** – multi-surface adhesive system
- **Conforms to uneven surfaces** – flexible polyurethane material
- **Unbreakable** – will not chip, crack, or splinter
- **Radius Ready** – Available in "Wedge" shape
- **Beveled Edge** – For easy pedestrian access
- Includes stainless steel anchors to meet DOT requirements



Installation



Easiest installation of any surface applied detectable warning. Just peel and stick, roll the mat to ensure a secure bond and install stainless steel anchors. Less than 10 minutes - start to finish.

Physical Characteristics

- **Hardness** - 90 (Shore A)
- **Stain Resistance** - No Significant Change
- **Dome Spacing** - Inline, 2.35"
- **Slip Resistance** - .90
- **Taber Abrasion** - (1000gms/1000 cycles) 150mgs
- **Color** - Integral Throughout

Colors



Safety Yellow



Brick Red

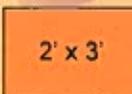


Black

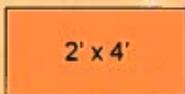


Grey

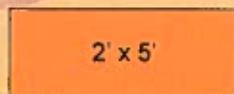
Sizes



2' x 3'



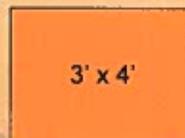
2' x 4'



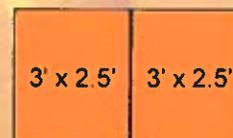
2' x 5'



3' x 2.5'



3' x 4'



3' x 2.5' 3' x 2.5'

3' x 5'



Wedge

10 ft radius



Providers of the most complete line of detectable warnings since 1994

866.999.7452

www.detectable-warning.com

Detectable Warning Systems



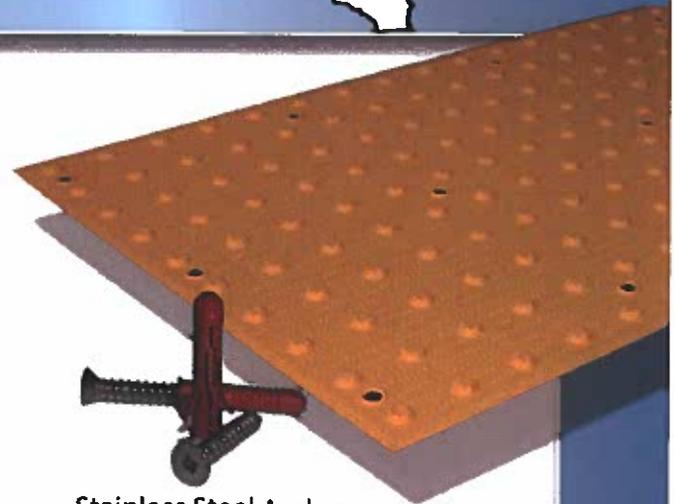
• Manufactured in California

alerrtile®

semi-rigid surface applied detectable warning

AlertTile® is a glass reinforced thermoset composite engineered for superior impact resistance, slip resistance, wear resistance and long-term durability for retrofit applications.

AlertTile®'s exclusive design incorporates a thin, slightly flexible profile with a perimeter beveled edge to provide a safe pedestrian transition.



Stainless Steel Anchors

Features

- **Semi-rigid composition** – 30,000 psi strength yet flexible enough to conform to ramp irregularities
- **Premium UV Treatment**– ensures long term color retention
- **Proven Anchoring System** – premium adhesive and HILTI HUD-1 anchors with stainless steel screws
- **Perimeter Beveled Edges** – for safe pedestrian transition

Installation



Fast, easy installation with included adhesive and anchor system. Apply adhesive to scored areas on back, place in desired location and install anchors.

Physical Characteristics

- **Compressive Strength** - 30,000 psi
- **Flexural Strength** - 18,000 psi
- **Dome Spacing** - 2.35" Center to Center
- **Slip Resistance** - Dry = 1.03 / Wet = .83
- **Freeze / Thaw Durability** - Pass-No change
- **Color** - Integral Throughout

Colors



Safety Yellow



Colonial Red



Brick Red

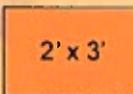


Black

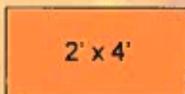


Gray

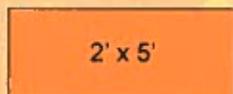
Sizes



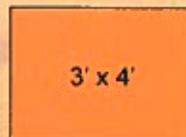
2' x 3'



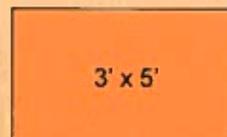
2' x 4'



2' x 5'



3' x 4'



3' x 5'



Contractor preferred since 1994

866.999.7452

www.detectable-warning.com

Scan for more info



Detectable Warning Systems



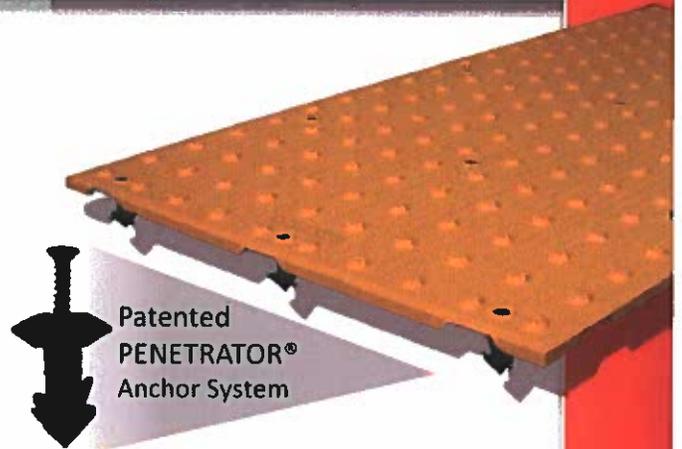
* Manufactured in California

* Caltrans approved

AlertCast®

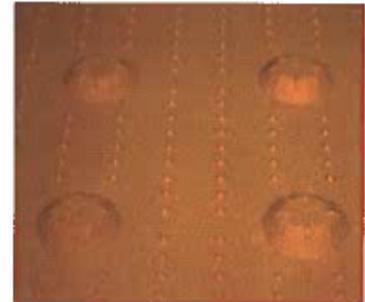
the industry's best replaceable cast-in-place detectable warning

AlertCast® is a glass-reinforced thermoset composite engineered for superior impact resistance, slip resistance, wear resistance and long-term durability. The exclusive design incorporates a top panel of superior slip-resistant truncated domes and bottom docking anchors that are embedded into wet concrete.



Features

- **Replaceable, uses patented PENETRATOR anchoring system** – simple wet concrete installation with minimal aggregate displacement and maximum holding capabilities. Easy tile replacement should the need arise.
- **Premium UV Treatment** – ensures long term color retention
- **Superior strength and impact resistance** – reinforced to over 30,000 psi, yet lightweight
- **All weather performance** – hot and cold climate superiority
- **Delivered ready to install** – anchors in place, protective sheeting with attached installation instructions in English and Spanish



Superior Wet/Dry Slip Resistance

Installation



Simple place and press process with the patented PENETRATOR® anchor system.

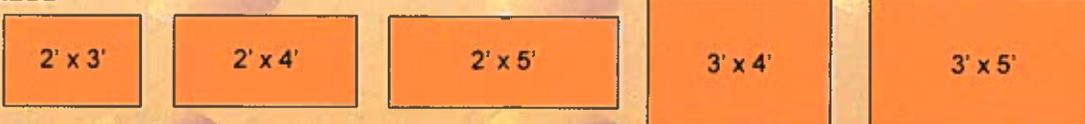
Physical Characteristics

- **Compressive Strength** - 30,000 psi
- **Flexural Strength** - 18,000 psi
- **Dome Spacing** - 2.35" Center to Center
- **Slip Resistance** - Dry = 1.03 / Wet = .83
- **Freeze/Thaw Durability** - Pass - No Change
- **Color** - Integral Throughout

Colors



Sizes



Contractor preferred since 1994

866.999.7452

www.detectable-warning.com

Scan for
more info



Detectable Warning Systems

cast-in-place

Cast Iron

extremely strong replaceable detectable warning plate

The cast iron plates from DWS are lighter weight and cast from an extremely durable ductile iron. They are designed for use in cold harsh climates with snow removal concerns. The plate design allows for easy installation and simple replacement should the need ever arise.

Features

- **Replaceable and easy to install** – unique anchor bars and stainless steel hardware set easily and eliminate the high replacement cost of traditional cast iron plates
- **Durable, yet lighter weight** – premium ductile iron, but with a design that eliminates unnecessary weight
- **Delivered ready to install** – anchor bars in place
- **Natural patina or premium colors** – weathers to an aesthetic natural patina finish, or premium colors via an e-coat then powder coat process
- **Compliant slip resistance of .90**



Installation



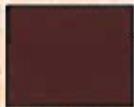
Colors



Uncoated
(weathered patina)



Yellow



Brick Red



Gray

(Custom Colors Available)

Sizes

2' x 2'

2' x 3'

2' x 4'

2' x 5'

Wedge

10 ft
radius

Wedge

15 ft
radius



Providers of the most complete line of detectable warnings since 1994

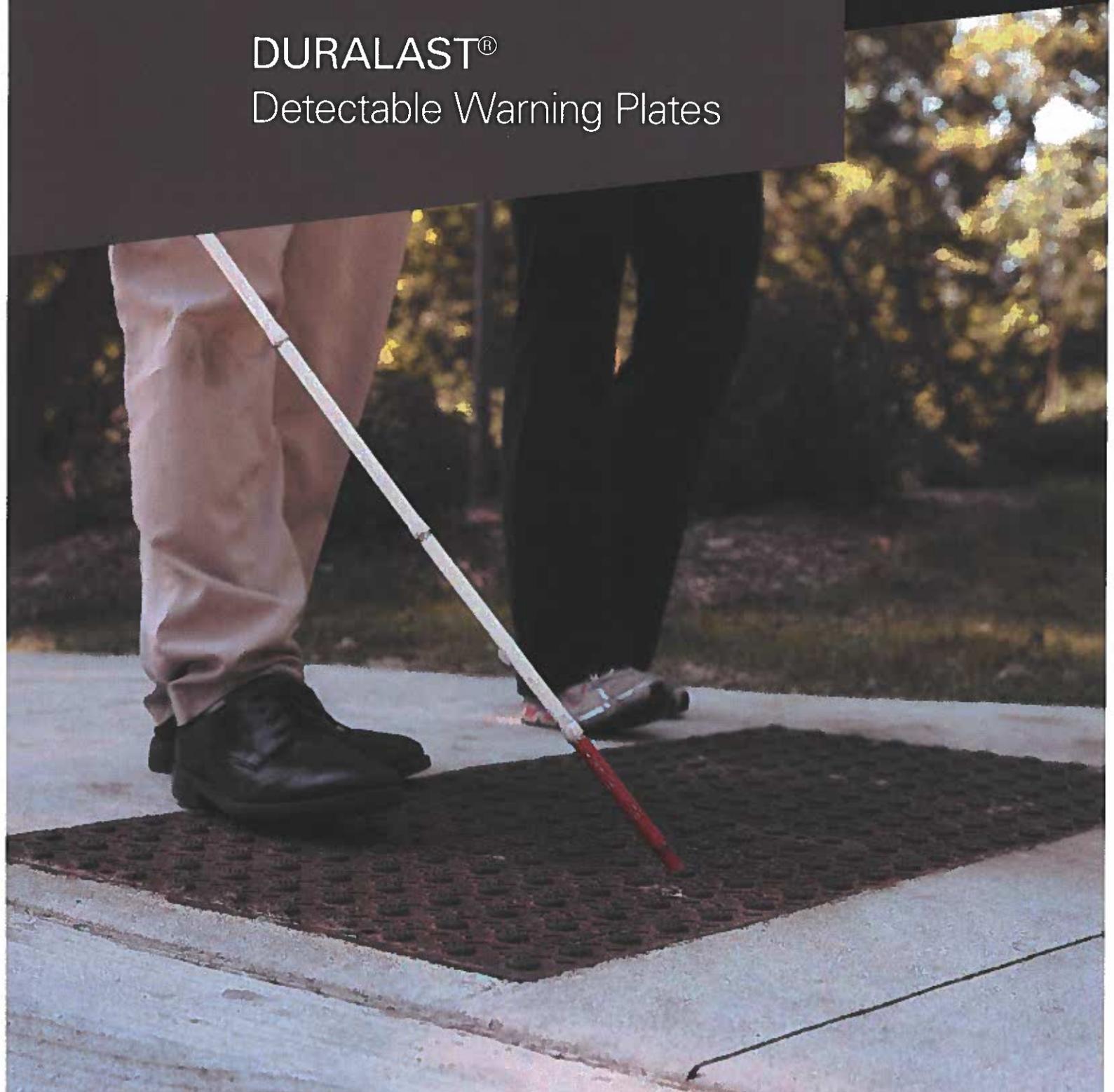
866.999.7452

www.detectable-warning.com



ej

DURALAST® Detectable Warning Plates



DURALAST® Detectable Warnings

Durable, Reliable, Proven!



DURALAST Cast Iron Detectable Warnings

DURALAST® Detectable Warning Plates help warn the blind or visually impaired of the approaching street. Engineered to outlast the sidewalk, this long-lasting cast iron product withstands rigorous urban conditions, such as snow plows, street cleaning machines, and vehicular traffic. Lower your maintenance and product life cycle costs by using DURALAST Detectable Warnings—your Americans with Disabilities Act (ADA) compliant, Accessibility for Ontarians with Disabilities Act (AODA) compliant, and environmentally friendly solution.



Resistant to the elements

Cast iron's inherent resistance to the elements, snow plows, and snow melting chemicals make it a natural fit for severe climates.

- Long-wearing cast iron
- Impervious to vehicular and snow plow traffic
- Corrosion resistant
- Permanently embedded into concrete
- 10 year limited warranty

DURALAST is a registered trademark of EJ Group, Inc.

Product Features

Durable and Cost Effective

- Over 500 times more durable than composite
- Engineered to outlast the sidewalk — long-lasting and corrosion resistant
- Easy to install
- Maintenance free
- 10 year limited warranty

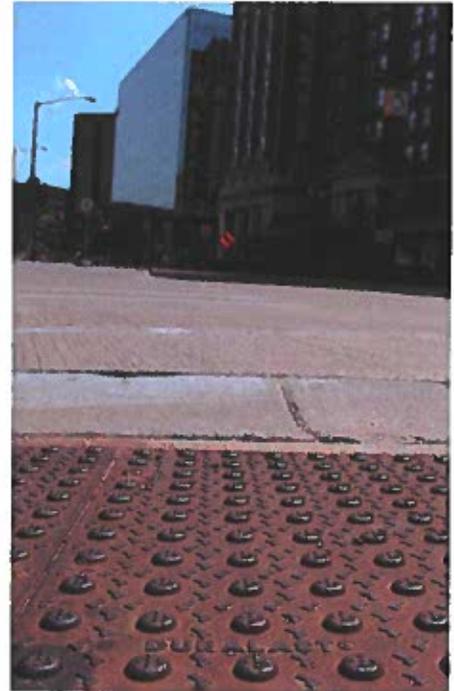
Made in the USA from Recycled Materials

- Eligible to earn LEED® points in the Materials and Resources category
- Cast iron is an environmentally responsible product that is completely recyclable after its useful life

Americans With Disabilities Act (ADA) Compliant

- Natural finish meets color contrast requirements
- Slip resistant textured surface – greater than 0.8 coefficient of friction
- DOT approved (contact your local Sales Representative for specification approvals)
- Bolting ensures compliance during installation

Accessibility for Ontarians with Disabilities Act (AODA) Compliant



Product Data

Product Testing

Maintenance free cast iron detectable warnings are designed to fully comply with the American Disabilities Act Accessibility Guidelines (ADAAG). Contact your local sales representative for other independent laboratory tests and research studies.

Product Durability—Wear Resistance

Independent lab test* demonstrates DURALAST® Detectable Warning Plates durability. Per ASTM C501-84 standards, an independent third party laboratory test was conducted to determine the wear index values of DURALAST Detectable Warning Plates versus a competing composite surface. Test results indicate that DURALAST plates are over 500 times more wear resistant than composites. Additional impact testing on DURALAST cast iron plates proves they are more resilient to the demanding installation environments of these products.

Test Results

Physical Properties	Results	Specification
Slip Resistance	1.10 Dry / 1.06 Wet	ASTM C-1028
Wear Resistance (Abrasion)	7333	ASTM C-501-84
Impact Resistance	>238 Newtons	ASTM D-1709
Adhesion to Concrete (Bond Strength)	>5000 lbs	ASTM D-482
Tensile Strength	35,000 PSI	ASTM A-48
Design Compliance	Fully Compliant	ADAAG

Over 500 times more durable than composite!

7333
DURALAST
wear index

13.7
Composite Tile
wear index

*Testing performed by 3rd party, ABIC Testing Laboratories, Inc.

Sizes and Installation

Standard Sizes

Standard Sizes

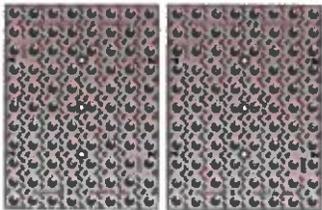
Size	Product Number
18" x 24"	00700561
24" x 24"	00700571
30" x 24"	00700721



Sizes for Your Application

3' Ramp

00700561C01

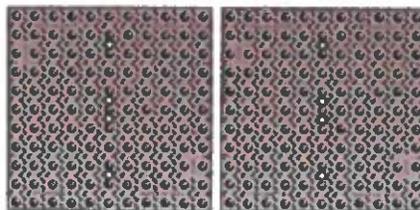


18" x 24"

18" x 24"

4' Ramp

00700571C01

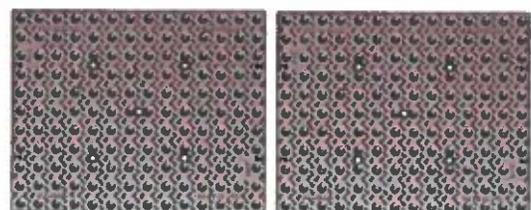


24" x 24"

24" x 24"

5' Ramp

00700721C01



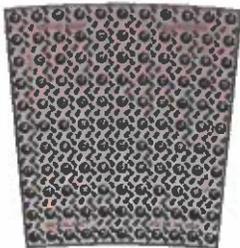
30" x 24"

30" x 24"

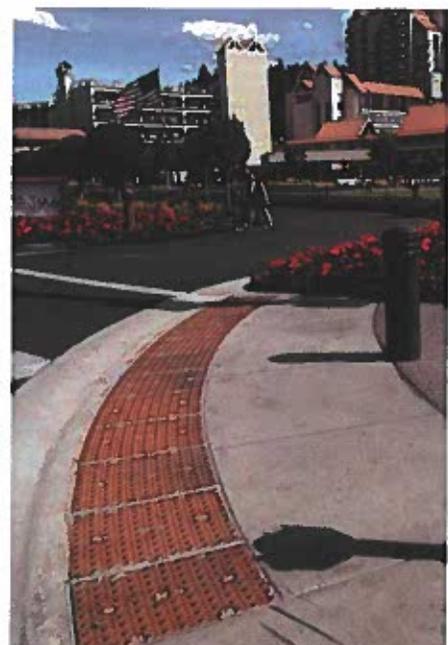
Radial Sizes

Radial Sizes

Radius	Product Number
10'	00700611
15'	00700615
17 1/2'	00700617
20'	00700621
25'	00700625
30'	00700631
35'	00700635



Radial plates are designed to fit your unique curb line.



Installation Instructions



Optional: Hand-tighten plates together with stainless steel bolts. This helps ensure proper installation and compliance.



Step 1 Set cast iron Detectable Warning Plate into wet concrete in accordance with ADAAG (American Disabilities Act and Accessibility Guidelines).



Step 2: Tamp plate thoroughly with rubber mallet until concrete seeps through vent holes.

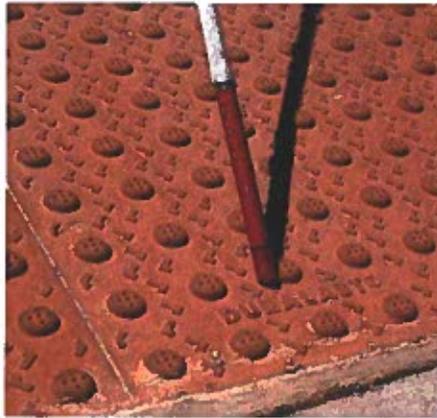


Step 3 Clean off excess concrete from the plate and finish concrete around the plate.



Finish Options

EJ recommends specifying cast iron products in their natural state to minimize any unnecessary environmental impact. DURALAST products are also offered in black asphalt dip. Contact your local sales representative for powder coating or special requests. Natural finish meets color contrast requirements for ADA compliance.



Natural Finish
Uncoated



Black Asphaltic Dip Finish
Coated

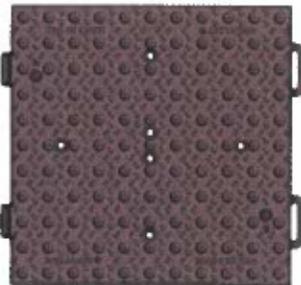
New I-LOK™ Interlocking Plates

In addition to the standard DURALAST detectable warning plates, EJ now offers the new I-LOK interlocking plate design.

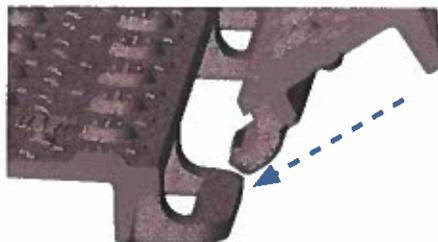
Save time during the installation by eliminating the need to bolt plates together. Simply connect and set.

Benefits

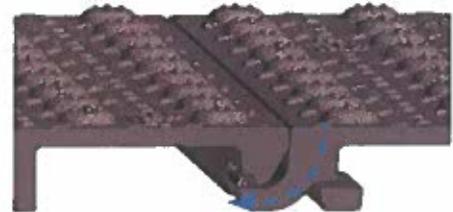
- No extra tools or hardware required
- Reduced setup time
- Uniform installation



24" x 24" (00700471) shown

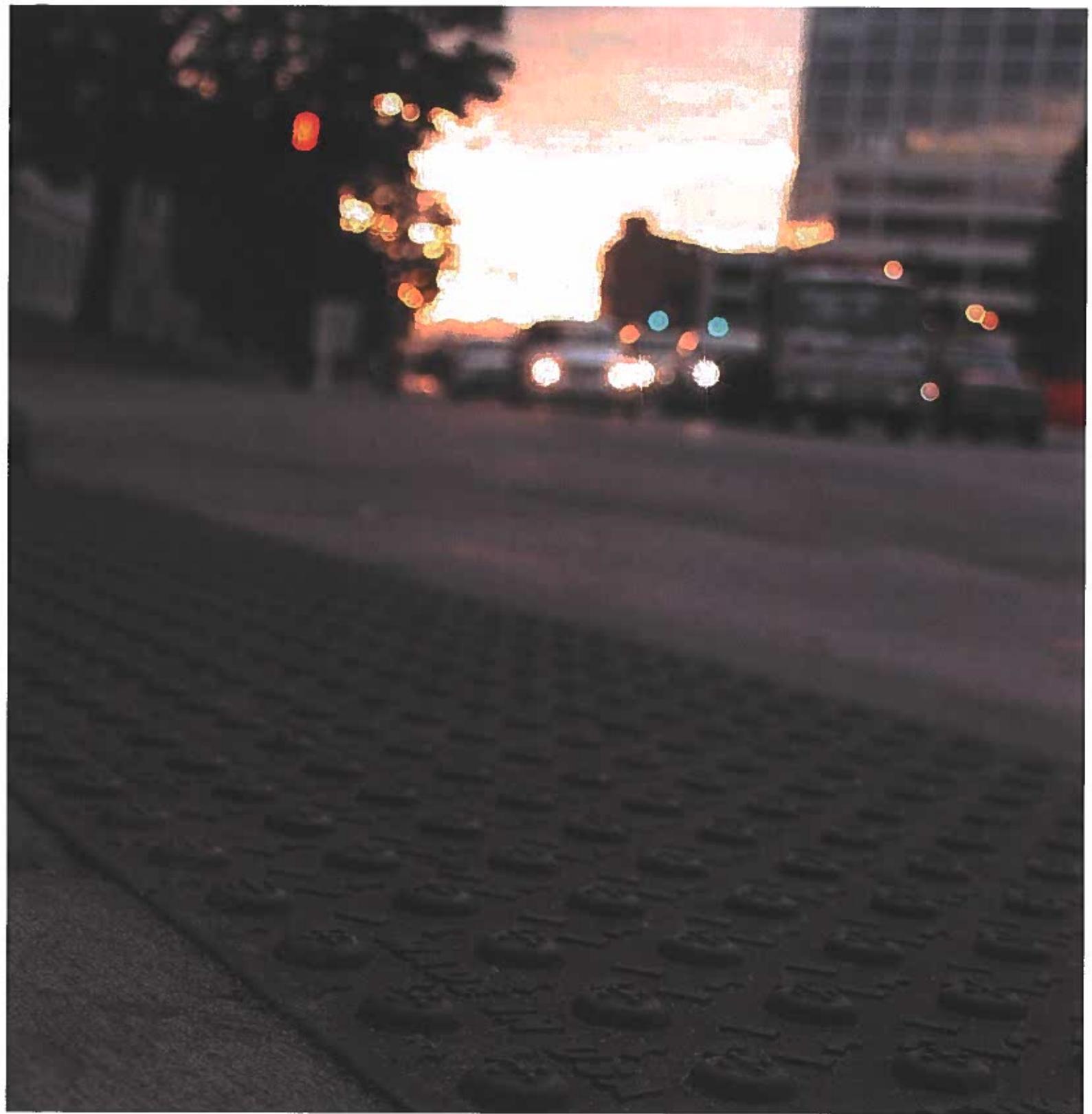


Connect plates together by inserting both hook ends into the handles at 45 degree angle.



Once the plate is lowered, it will be engaged and interlock the plates together. Interlocked plates can be easily moved together and uniformly set in concrete.

Check with your EJ representative for available sizes.



"Set it and forget it... These things are bulletproof. I have yet to find a more durable detectable warning system, and when it comes down to it their durability makes them the most cost effective choice on the market." — Brian Doyal, Carson City, NV Public Works



ej

ejco.com
800 626 4653



Americas

800 626 4653
231 536 2261

EMEA

Europe, Middle East
and Africa

+33 (0)344 08 28 00

Asia-Pacific

+61 (0)7 3216 5000

EJ

301 Spring Street
PO Box 439
East Jordan, MI 49727
800 626 4653
231 536 2261
us.sales@ejco.com

Registered Mark™



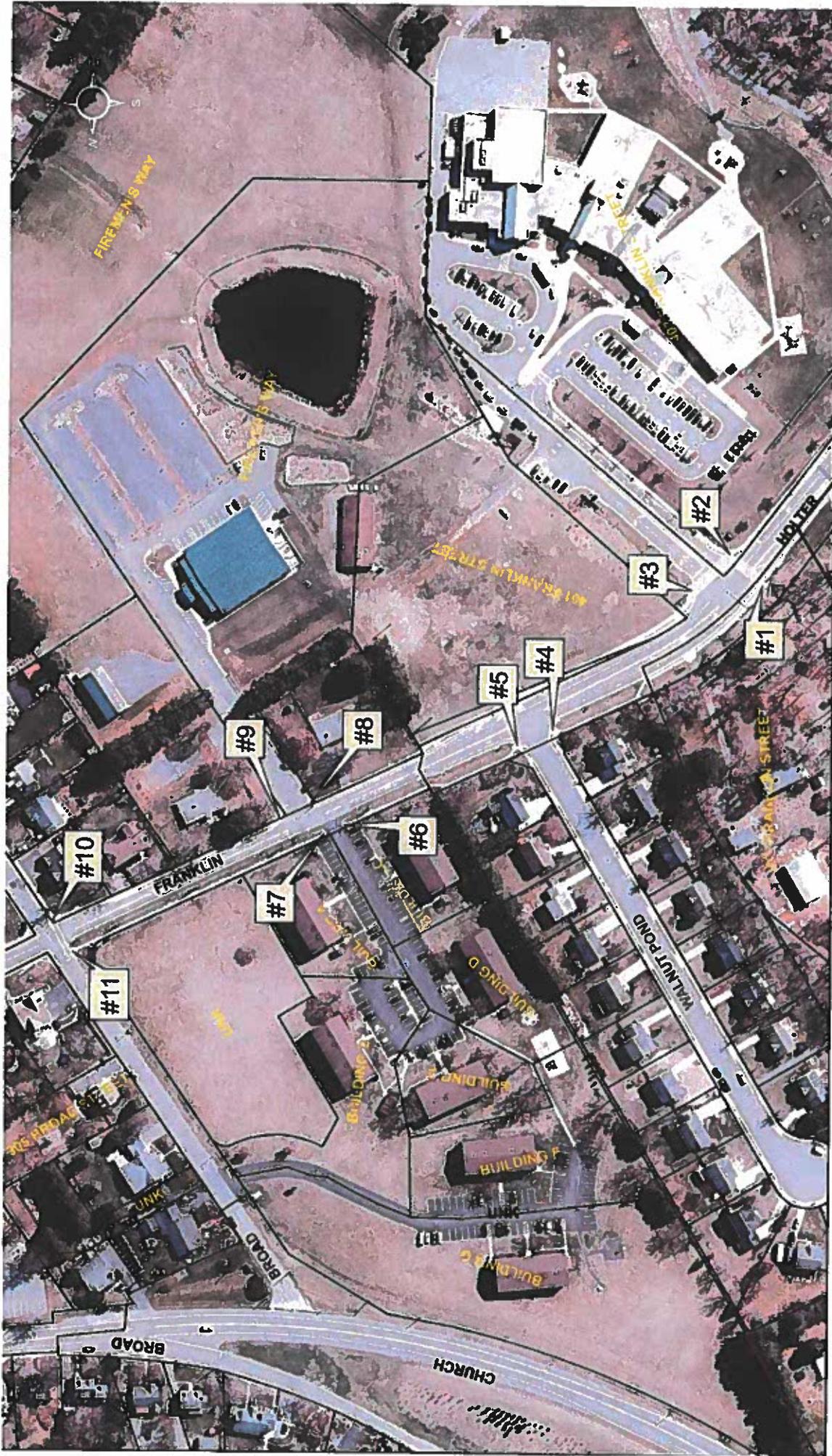
DURALAST™

ADA Sidewalk Upgrades

Priority	Location #
1	14
2	15
3	16
4	17
5	33
6	1
7	2
8	3
9	4
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13

Locations Not Included Due to Future FCPS Construction

- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32



**Town of Middletown - Frederick County
ADA Sidewalk Ramps Priority List**

17.32.160 - Demolition plan—Required in all districts.

A. In all districts, a proposal and permit application for the demolition of any building or structure, as defined in Section 17.04.030, shall be submitted to and approved by the Town of Middletown, Zoning Administrator prior to the issuance of a town permit for said demolition. The applicant must also get their demolition plan reviewed and approved by the Frederick County Department of Permits and Inspections and a permit issued before beginning their demolition activities. The demolition plan shall show:

1. The dimensions and boundaries of the property and the location of all improvements thereon;
2. The location of the building or structure proposed to be demolished;
3. The location of all adjacent properties and structures (to include fences and accessory structures);
4. The proposed date and time of demolition, the anticipated length of time for demolition, and the proposed manner or type of demolition to be used;
5. The identity of the person(s) or entity that will perform the demolition and information confirming the experience and professional credentials of such person(s) or entity;
6. Information describing any type of explosive or incendiary device proposed to be used in performing the demolition;
7. A safety plan that outlines the precautions to be taken for the demolition in order to ensure the safety and protection of persons and surrounding properties;
8. The location of all existing public utilities on the property and in the area and confirmation of a plan for the discontinuance of utility service to the structure or building proposed to be demolished prior to the demolition taking place;
9. Assurances that the proposed demolition will be in compliance with all federal, state and local laws, ordinances and regulations including, but not limited to, any and all laws and regulations governing "Hazardous Materials" and the disturbance and/or removal of "Hazardous Materials" from the property; and
10. A proposal and plan for any grading, seeding, sodding, or post demolition restoration of the demolition site.

Upon approval of the demolition plan and issuance of a demolition permit (zoning certificate) by the zoning administrator, all such demolitions and post demolition restoration shall be completed within ninety (90) days of issuance of a demolition permit unless otherwise approved by the zoning administrator.

For purposes of this section, fences of any type shall not be considered a "structure" and shall, therefore, be exempt from this requirement.

- B. All plans for demolition shall be submitted to the zoning administrator a minimum of thirty (30) days prior to the proposed demolition. The zoning administrator may, after coordinating with other town staff members, require bonds or guarantees to ensure restoration of the site.
- C. Notices. The property owner will post a public notice of demolition sign on the property that advertises the proposed demolition. Additionally, an applicant seeking to demolish a building or structure hereunder shall be required to give written notice thereof to all adjacent and contiguous property owners not more than ten (10) days after submitting their demolition permit application and the demolition plan to the zoning administrator, advising these property owners of the date, time and manner of the proposed demolition. A record of such notice shall be made to the zoning administrator. Adjacent property owners will contact the zoning administrator if they have questions and/or concerns with the proposed demolition project.
- D. Responsibility for Damages and Indemnification. An applicant who demolishes any building or structure in the Town of Middletown shall repair and restore, at its sole cost and expense, any adjacent,

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contiguous, nearby or other property or structure which is damaged, in whole or in part, by the demolition performed on their property. An applicant who demolishes any building or structure in the Town of Middletown shall be liable for any personal injury, property damage, or business interruption caused by or arising from, in whole or in part, the demolition, including by or from the release of any particulate matter and other hazardous material.

(Ord. No. 15-06-02, § II, 6-8-2015; Ord. 07-09-01 § 2, 2007)

Chapter 17.32 - DESIGN STANDARDS GENERALLY

Sections:

17.32.045 - Storage and disposal containers.

- A. Except as otherwise provided in this section, storage and disposal containers are prohibited in the Town of Middletown, and no person who owns, leases, occupies or has charge of any premises or property, in whole or in part, shall place, keep or maintain a storage or disposal container on the premises or property. For purposes of this section, "Disposal Container" means a large capacity container such as a dumpster, a bagster bag (dumpster in a bag), or similar large object which is used to hold trash, waste or debris.
- B. In a commercial or industrial zone, and upon application to and approval by the zoning administrator for a zoning certificate, storage and disposal containers may be placed, kept or maintained on premises or property for a period of no more than six consecutive months. The zoning administrator may, upon application, extend the six-month period of time for another six month or less. The storage or disposal container shall be used in accordance with the conditions placed upon it by the zoning administrator. No storage or disposal container may exceed a height of twelve (12) feet or a width of eight feet. Storage and disposal containers may not be stacked on top of each other.
- C. The zoning administrator may, upon application, approve the placing, keeping or maintaining of a storage or disposal container on property or premises in any zone if the storage or disposal container is to be used for and in connection with a construction, reconstruction or renovation project on the property or premises. The storage or disposal container shall be used in accordance with the conditions placed upon it by the zoning administrator. All approved storage or disposal containers shall be removed from the property or premises immediately upon the completion of the project or at such time as provided in the zoning administrator's approval letter.
- D. In town commercial (TC) and general commercial (GC) districts, businesses are permitted to permanently place a trash disposal container on their property provided it is enclosed by a fence or other structure approved by the zoning administrator that effectively screens the trash disposal container from adjoining and adjacent properties. A zoning certificate / building permit is required before the container is permanently placed on a GC or TC commercial zoned property. The trash disposal container's placement on the property should minimize its impact on customer / employee parking, and pedestrian and vehicular traffic flow on the property and to meet other placement and zoning requirements as determined by the zoning administrator.

Commented [Z1]: This set of requirements is overly restrictive and is not feasible for many properties in Middletown. Storage and trash containers aren't permanently situated on a commercial or residential properties so they shouldn't need to meet any other zoning requirements to include screening, setbacks distances, etc. The ZA recommends that paragraph B be modified as shown in the line-in/line-out markup.

Deleted: The storage or disposal container may be approved by the zoning administrator only if (1) the storage or disposal container is situated on the property in compliance with setback requirements as established for buildings in the district, (2) its placement and use satisfies all other zoning requirements, and (3) the storage or disposal container is either situated in the rear yard of the property or is screened in a manner approved by the zoning administrator so as to visually limit as much as reasonably practicable the appearance and presence of the storage or disposal container.

Deleted: Any storage or disposal container used in connection with such an approval

Commented [Z2]: Commercial businesses should be permitted to permanently place a trash disposal container on their property provided it is screened from adjoining properties and located in such a manner as to have a minimum impact of parking, vehicular and pedestrian traffic. The location of a trash disposal container and enclosure may be denoted on an approved site plan or may be determined through mutual agreement between commercial property owner and the zoning administrator in coordination with the town administrator and staff planner.

Deleted: Any storage or disposal container which is located or situated on any property or premises on the effective date of the ordinance codified in this chapter shall be permitted to continue to remain in the same location on the property or premises for a period of three years from the effective date of the ordinance codified in this chapter. Thereafter, such storage container or disposal shall be removed or otherwise conform to the requirements of this section, and the failure to do so shall constitute a violation of this section

Deleted: §

LEASE

THIS LEASE, made this _____ day of _____, 2018, by and between the **Burgess and Commissioners of Middletown**, hereinafter called "Landlord" and _____, hereinafter called "Tenant".

WITNESSETH:

1. **LEASED PREMISES:** For and in consideration of the covenants and agreements contained herein, the Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, the three (3) parcels of real property, located in or about the Town of Middletown Maryland, consisting of:
- a. Parcel 1: 22.5 acres of land, more or less;
 - b. Parcel 2: 6.2 acres of land, more or less;
 - c. Parcel 3: 6.7 acres of land, more or less.

Parcels 1 and 2 are located on a portion of Remsburg Park, east of Old Middletown Road and west and south of Holter Road, Middletown, Maryland. Parcel 3 is located west of Hollow Road and south of Layla Road, Middletown, Maryland. The three (3) parcels are collectively hereinafter referred to as the "Leased Premises". The Leased Premises are further depicted on the aerial photographs attached hereto collectively as "Exhibit A".

2. **TERM:** Subject to and upon the terms and conditions set forth herein, the term of this Lease shall be three (3) years commencing on the _____ day of _____, 2018, and ending on the _____ day of _____, 2018.
3. **RENT:** Tenant shall pay to Landlord, at such place as the Landlord may designate, rent of _____ Dollars (\$_____) per year during the term of this Lease. Such rent shall be due and payable in _____ equal installments of _____ Dollars (\$_____) each, the first of which shall be paid on or before the 1st day of _____ 2018, and each subsequent installment shall be due and paid on the first day of each and every calendar month thereafter during the term

of this Lease. In the event that the Tenant fails to pay the rent installments by the fifth (5th) day after which the installment is due, then Tenant hereby agrees to pay, as additional rent, an amount equal to Five Percent (5%) of the installment due and unpaid.

4. **USE OF LEASED PREMISES:** Tenant shall use and occupy the Leased Premises only for purposes of planting, growing and harvesting crops and related agricultural purposes. The breeding, boarding or raising of animals or livestock of any nature is prohibited. Tenant shall retain all crops grown on the Leased Premises as Tenant's sole property and shall be given a reasonable time to harvest such crops in the event of the termination of this Lease as hereinafter set forth.

5. **USES PROHIBITED:**

A. Tenant shall not use the Leased Premises, nor permit it to be used, for residential purposes and shall not permit any individual(s) to occupy or reside in or on the Leased Premises. A person is deemed to occupy or reside in or on the Leased Premises when he or she is present in or on the Leased Premises on a continuing or regular basis for a period of ten (10) days or more or under such circumstances as would lead a reasonable person to consider that the individual(s) is or are using the Leased Premises as a residence on a temporary or permanent basis.

B. The use or discharge of firearms or bows and arrows on the Leased Premises are prohibited. Landlord shall be entitled to post and maintain "No Hunting" and "No Trespassing" signs around the Leased Premises boundary as determined in its sole discretion.

C. Tenant shall not make or permit any unlawful, improper or dangerous use of the Leased Premises or do anything which tends to create or maintain a nuisance or any condition which in anyway annoys or interferes with the rights of other nearby residents or persons.

D. Tenant shall comply with all requirements of applicable zoning and other governmental regulations and shall not do or permit anything on the Leased Premises which will invalidate or conflict with fire or other insurance policies or increase the

premiums on insurance policies covering the Leased Premises. Tenant shall reimburse Landlord for increases in insurance premiums due to Tenant's violation hereof.

6. **PREMISES "AS IS"**: Tenant has had an opportunity to inspect the Leased Premises and hereby acknowledges the fact that the Leased Premises were delivered in a condition permitting the agricultural uses anticipated by Tenant. Tenant accepts the Leased Premises in an "as is" condition and will furnish the labor stock, machinery, fertilizers, seed and other materials necessary or incidental to Tenant's farming endeavors and will assume all operating costs for use of the Leased Premises. Tenant shall, at the termination of the lease term, surrender the Leased Premises in good order and condition, ordinary wear and tear excepted.

7. **QUIET ENJOYMENT**: Upon payment by Tenant of rent and any other sums to be paid by Tenant to Landlord hereunder and upon the observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Leased Premises. The peaceful and quiet use shall include all rights, servitudes and privileges belonging, or in any way appertaining thereto or granted hereby, for the term of this Lease, without hindrance or interruption by Landlord, or any person or persons lawfully claiming by, through or under Landlord. All subject, nevertheless, to the terms and conditions of this Lease, and to any mortgage, deed of trust, ground lease or agreement to which this Lease, and/or Landlord's interest in the Leased Premises is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

8. **TAXES AND UTILITIES**: As part of the rental, Tenant shall pay the *pro rata* share of any and all real estate taxes or assessments, if any, which may be levied or come due annually against the Leased Premises. Tenant shall be responsible for and shall pay such tax and/or assessment, or shall reimburse Landlord for the amount thereof, within thirty (30) days of demand, as the case may be. To the extent that there are utilities, if any,

associated with the Leased Premises, Tenant shall furnish such utilities as Tenant deems necessary for the use of the Leased Premises at Tenant's sole expense.

9. **ALTERATIONS AND ADDITIONS:** Tenant shall make no alterations, additions or improvements to the Leased Premises without first obtaining Landlord's written consent. Any alterations, additions or improvements made by Tenant shall become and remain the property of Landlord at the termination of the lease term; however, Landlord may require Tenant to remove any such alterations, additions or improvements and to restore the Leased Premises to the same condition as they were at the commencement date of the lease term, normal wear and tear excepted.

10. **MAINTENANCE:** Tenant shall generally maintain the fields and grounds of the Leased Premises in a clean, sanitary and safe condition and shall be responsible for all maintenance on the Leased Premises. Tenant shall utilize standard and appropriate farming practices applicable in the Frederick County farming community in its farming operations including, but not limited to, the control or eradication of noxious weeds as defined in Maryland law, and the utilization of soil conservation practices to insure that the soil nutrient and growing capability of the Leased Premises will remain the same or better during the Lease Agreement. Tenant shall not bury, discard or dispose of significant amounts of debris, trash, hazardous material or other foreign material on the Leased Premises. In the event that Tenant fails to comply with the maintenance responsibilities in this Lease, then after ten (10) days written notice from the Landlord to Tenant of the need for maintenance, and if the maintenance is not performed, the Landlord shall have the right to complete the necessary maintenance and charge the Tenant for the expenses. The Landlord may consider the failure of the Tenant to maintain the Leased Premises in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease. Tenant shall, at the termination of the lease term, surrender the premises in good order and condition, ordinary wear and tear excepted.

11. **INSURANCE:** Tenant shall maintain a policy of Commercial Liability insurance with a company licensed to do business in the State of Maryland to insure against any loss, damage or injury to persons or property arising from or related to the use of the Leased Premises. Such policy shall be in an amount of \$300,000.00 for any one person and \$500,000.00 for any one occurrence. The policy of insurance shall name Landlord as a named insured. Tenant shall provide to the Landlord documentation or other evidence of the existence of such insurance at such times as requested by Landlord. Tenant shall also maintain Workers' Compensation Insurance as required by Maryland law for any its employees.
12. **RELEASE, WAIVER AND INDEMNIFICATION:** Tenant hereby releases Landlord and waives as to Landlord all liabilities, actions, damages, or claims for injury, death, loss or damage to Tenant or Tenant's property from any cause arising at any time in, on or about the Leased Premises. Tenant agrees to and shall indemnify, defend and hold Landlord harmless from and against any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions for any injury, death, loss or damage to persons or property occurring anywhere on or about the Leased Premises or arising from the use or occupancy by the Tenant of the Leased Premises. Landlord shall not be liable for any loss of or damage to property by theft or burglary from the Leased Premises, or any loss or damage to the property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the said premises or from any source. The release, waiver and indemnification provisions of this paragraph as applicable to Landlord are equally applicable to Landlord's employees, agents, officers, officials and representatives.
13. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without the prior written permission of Landlord which permission may be withheld by Landlord in its sole and absolute discretion.

14. **ENTRY AND INSPECTION BY LANDLORD:** Landlord, or its agents, shall have the right to enter the Leased Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem necessary or desirable. Landlord may take all materials into the Leased Premises that may be necessary for such work without constituting an eviction of the Tenant. The rent shall not abate while such repairs, alterations, improvements or additions are being made. During the last thirty (30) days of the lease term Landlord may exhibit the Leased Premises to prospective Tenants and may place "For Rent" notices about the Leased Premises as may be deemed appropriate by Landlord. Tenant shall not interfere with such notices. Landlord shall have the right during the entire lease term to exhibit the Leased Premises to prospective purchasers.
15. **HOLDING OVER:** In the event Tenant remains on the Leased Premises after the expiration of the term of this Lease without having executed a new written lease, such holding over shall not constitute a renewal or extension of this Lease but shall constitute a holding over and a tenancy from month to month subject to all terms and conditions of this Lease insofar as these terms are applicable to a month to month tenancy, except that the monthly rental for each month shall be increased by five percent (5%).
16. **DEFAULT:** The failure to make a timely payment of any installment of rent shall constitute a default under the terms of this Lease, and upon such failure, Landlord shall be entitled to immediately avail itself of any remedy available to it, either at law or in equity.
- The delinquency by the Tenant in the performance or compliance with any of the conditions contained herein (except for the timely payment of rent) shall constitute an "event of default". Upon the occurrence of any "event of default", Landlord may at any time thereafter give written notice to the Tenant specifying such event of default, and Tenant shall then have thirty (30) days from the date of the notice to cure such delinquency. In the event that Tenant fails to cure the delinquency within said thirty (30)

day period, the Landlord may, at its option, cure the delinquency and charge the cost and expense of doing so to the Tenant, which amount shall be considered rent, or the Landlord may notify the Tenant in writing that the Lease shall terminate on a date specified in such notice, which date shall be at least ten (10) days from the date of the notice. All rights and remedies of Landlord shall be cumulative and the exercise of one remedy by Landlord shall not waive the right to exercise any other. Failure of Landlord to insist upon strict performance of any provision herein at any time shall not act as a waiver of Landlord's future right to enforce any provision of this lease. Tenant shall be responsible for and shall pay to Landlord all costs, expenses and attorney's fees incurred by Landlord in enforcing the provisions of this Lease, regardless of whether such costs, expenses or fees are incurred in the course of litigation. Any such costs, expenses and/or fees shall be considered as additional rent hereunder.

17. **NO REPRESENTATION BY LANDLORD:** Neither Landlord nor any official, officer, agent or employee of Landlord has made any representations or promises with respect to the Leased Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein set forth.

18. **NO PARTNERSHIP:** Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture or other business enterprise of, by or between Landlord and Tenant or create any other relationship of, by or between the parties hereto other than that of Landlord and Tenant.

19. **WAIVER OF JURY TRIAL:** Each of the parties waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the event of any litigation arising regarding any of the terms or conditions contained in this Lease.

20. **NOTICES:** Notices and communications to Tenant or Landlord shall be sufficiently served if personally delivered or mailed, registered or certified mail, by one to the other as follows:

As to Tenant: _____

As to Landlord: Town of Middletown
Attention: Town Administrator
31 West Main Street
Middletown, Maryland 21769

Either party may designate a new address to the other by written notice. Service of notice on any one Tenant shall be deemed service on all.

21. **MISCELLANEOUS:**

- A. All of the provisions of this Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- B. This Lease constitutes the entire contract between the Landlord and the Tenant, and there are no promises, warranties, agreements or representations between the parties which have not been set forth in writing herein.
- C. This Lease shall not be modified in any way except by a writing subscribed by both parties hereto.
- D. The failure of the Landlord or Tenant to insist upon strict performance by the other or any of the covenants or conditions of this Lease in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.
- E. No waiver of any provision of this Lease shall be deemed to have been made, unless it is in writing and signed by the party to be charged therewith.
- F. Time is of the essence in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by themselves and/or by their duly authorized representatives.

LANDLORD:

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen
Town Administrator

By: _____
John D. Miller, Burgess

Date

WITNESS:

TENANT:

Date

RECEIVED

APR 25 2018

TOWN OF MIDDLETOWN, MD

Seventh State Brewing Company

Christian and Michele Wilson
7107 Crystal Court
Middletown, MD 21769
240-253-3429
Seventhstate@yahoo.com

April 23, 2018

Burgess Miller and Commissioners
31 West Main Street
Middletown, MD 21769

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

Dear Burgess Miller and Commissioners,

Seventh State Brewing Company is respectfully requesting a text amendment to add "microbrewery" as a permitted use in the TC town commercial district.

In Section 17.20.010 (B) "microbrewery" would be added as a permitted use in the TC Town Commercial District. A microbrewery would be compatible with and beneficial as part of the TC town commercial district for the following reasons:

- A. The purpose of the microbrewery will be to provide the town a unique service being producing craft beer on a small scale and serving this product directly to the consumer through an on-site tasting room and through carry-outs. As defined by the Brewers Association (2018), a microbrewery produces less than 15,000 barrels of beer annually.
- B. The appearance of the microbrewery will be compatible with and will harmonize with the surrounding buildings and neighboring community. A site plan of the microbrewery and tasting room will be submitted to the planning commission for review and approval and changes shall be made as necessary.
- C. The location of the microbrewery will be in an existing building adjacent to a planned restaurant and farmers market. These businesses will be complimentary and will provide the town multiple services in a convenient, attractive, and safe location. Parking on site will be shared by the multiple businesses but there is also off street parking available. The proposed group of businesses are walking distance from a newer housing development and many residential homes.

D. The microbrewery will meet the town's standards concerning noise and congestion. The microbrewery will be closed by 10pm as governed by current state law.

E. The microbrewery and tasting room will be in compliance with all state and county laws and regulations.

Thank you for your consideration. Please contact us with any questions or concerns.

Sincerely,

Handwritten signatures of Christian Wilson and Michele Wilson. The signature for Christian Wilson is on the left, and the signature for Michele Wilson is on the right, both written in black ink.

Christian Wilson and Michele Wilson



BURGESS AND COMMISSIONERS OF MIDDLETOWN, MARYLAND

CHECKLIST FOR ADMINISTRATIVE FEE POLICY

PROJECT NAME: Miller Properties
PLAN NAME: Seventh State Brewing Company
NAME: Christian Wilson
ADDRESS: 7107 Crystal Ct. Middletown, MD 21769
PHONE: 240-253-3729

Please check the following application that applies to you when submitting to the Town of Middletown for review.

BOARD OF APPEALS:

- VARIANCE APPLICATION
- \$100.00 standard fee for non principal or \$200.00 standard fee for principal + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application
- SPECIAL EXCEPTION
- \$300.00 standard fee + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application; for residential purposes (residential uses in the GC district, restricted vehicles in residential districts, fences, and freestanding solar collection systems in residential districts), \$150.00 standard fee + \$100.00 advertising fee
- ADMINISTRATIVE ERROR
- \$200.00 standard fee + \$100.00 advertising fee, made payable to the Town of Middletown at time of submission of application

WIRELESS TELECOMMUNICATIONS STRUCTURES & FACILITIES:

- NEW TOWER OR SUPPORT STRUCTURE OR SUBSTANTIAL MODIFICATION**
- \$5000.00 standard fee + consultation fees invoiced to the Town, made payable to the Town of Middletown at time of submission of application.**
- ELIGIBLE FACILITY (any co-location or Non-Substantial Modification)**
- \$1000.00 standard fee + consultation fees invoiced to the Town, made payable to the Town of Middletown at time of submission of application.**
- AMENDMENT OR WAIVER REQUEST**
- \$200.00 standard fee + consultation fees invoiced to the Town, made payable to the Town of Middletown at time of submission of application.**
- FINAL INSPECTION**
- \$200.00 standard fee + consultation fees invoiced to the Town, made payable to the Town of Middletown at time of submission of application.**

TEXT AMENDMENT - \$300.00 standard fee + \$200.00 advertising fee + \$200.00 legal fee, made payable to the Town of Middletown at time of submission of application.

RE-ZONING REQUEST - \$400.00 standard + \$20.00/acre + \$200.00 advertising fee made payable to the Town of Middletown at the time of submitting application.

_____ # of acres

ANNEXATION REVIEW - \$1,000.00 standard + \$50.00/acre + \$200.00 legal fee + \$200.00 advertising fee, made payable to the Town of Middletown at the time of submitting application.

_____ # of acres

WATER AND SEWER MASTER PLAN MAP AMENDMENT - \$500.00 standard fee + \$200.00 engineering fee made payable to the Town of Middletown. Applicant must submit a proposed map amendment with fee for consideration of changes to the Water/Sewer Master Plan Map that is not in sequence with the regular six-month review process for change in services.

RECORDING FEES:

- PLATS - \$5.00 per sheet made payable to the Clerk of the Court and \$75.00 made payable to the Town of Middletown for recordation procedures conducted by Middletown Planning Staff.**

- ALL OTHER DOCUMENTS - \$50.00/document payable to the Town of Middletown for recordation procedures conducted by Middletown Staff.**

- PUBLIC WORKS AGREEMENT REVIEW - \$225.00/each standard fee + \$200.00 legal fee made payable to the Town of Middletown when submitting public works agreement for review.**

- HOA DOCUMENT REVIEW - \$225.00 standard fee + \$200.00 legal fee made payable to the Town of Middletown when submitting HOA for review.**

- HOME OCCUPATION REVIEW - \$50.00 standard fee + all other applicable fees payable to the Town of Middletown when submitting Home Occupation application for review.**

TOTAL FEES ENCLOSED \$ 700.⁰⁰

SIGNED BY: Christen Wilson

