



# 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](#)
- [Farming Lease Bids](#)
- [Review of Budgets for FY 2019](#)
- [Review of Handicap Ramp Improvement Locations](#)
- [Review of Proposed Zoning Code Amendments](#)

## 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**

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 10 Months Ended April 30, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>REVENUE</u></b>			
<b><u>LOCAL TAX</u></b>			
Real Property	\$ 1,253,427	\$ 1,281,648	\$ 28,221
Tangible Personal Property	38,248	48,688	10,440
Public Utilities	9,827		(9,827)
Franchise (Cable)	50,615	42,534	(8,081)
Penalties & Interest	<u>10,544</u>		<u>(10,544)</u>
	\$ 1,362,661	\$ 1,372,870	\$ 10,209
<b><u>STATE SHARED TAX</u></b>			
Admission & Amusement	\$ 21,526	\$ 17,474	\$ (4,052)
Highway Gasoline & Licenses	<u>160,606</u>	<u>137,078</u>	<u>(23,528)</u>
	\$ 182,132	\$ 154,552	\$ (27,580)
<b><u>COUNTY SHARED TAX</u></b>			
Income Taxes	\$ 896,179	\$ 798,125	\$ (98,054)
Tax Equity Grant	<u>610,423</u>	<u>610,423</u>	
	\$ 1,506,602	\$ 1,408,548	\$ (98,054)
<b><u>LICENSES AND PERMITS</u></b>			
Business / Traders	\$ 4,900	\$ 1,237	\$ (3,663)
Planning / Zoning Fees	<u>27,950</u>	<u>9,765</u>	<u>(18,185)</u>
	\$ 32,850	\$ 11,002	\$ (21,848)
<b><u>PARKS AND RECREATION</u></b>			
Pavillion Fees	<u>\$ 3,158</u>	<u>\$ 2,697</u>	<u>\$ (461)</u>
	\$ 3,158	\$ 2,697	\$ (461)
<b><u>POLICE PROTECTION</u></b>			
State Grant	<u>\$ 26,187</u>	<u>\$ 19,675</u>	<u>\$ (6,512)</u>
	\$ 26,187	\$ 19,675	\$ (6,512)
<b><u>MISCELLANEOUS</u></b>			
Bank Shares Grant	\$ 2,500	\$ 1,491	\$ (1,009)
Miscellaneous & Donations		<u>804</u>	<u>804</u>
	\$ 2,500	\$ 2,295	\$ (205)
<b>OPERATING REVENUES</b>	<b>\$ 3,116,090</b>	<b>\$ 2,971,639</b>	<b>\$ (144,451)</b>
State Grants & Interest	\$ 78,703	\$ 13,967	\$ (64,736)
<b>TOTAL REVENUE</b>	<b>\$ 3,194,793</b>	<b>\$ 2,985,606</b>	<b>\$ (209,187)</b>

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 10 Months Ended April 30, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>EXPENDITURES</u></b>			
<b><u>LEGISLATIVE</u></b>			
Commissioner's Salary	\$ 16,500	\$ 11,500	\$ (5,000)
Communications	9,480	3,271	(6,209)
Dues & Subscriptions	7,400	6,485	(915)
Office Supplies & Exp	7,500	5,863	(1,637)
Advertising	2,500		(2,500)
Meetings & Conventions	<u>15,000</u>	<u>5,482</u>	<u>(9,518)</u>
	\$ 58,380	\$ 32,601	\$ (25,779)
<b><u>EXECUTIVE</u></b>			
Burgess Salary	<u>\$ 10,200</u>	<u>\$ 7,650</u>	<u>\$ (2,550)</u>
	\$ 10,200	\$ 7,650	\$ (2,550)
<b><u>ELECTION</u></b>			
Clerk Fees	\$ 450		\$ (450)
Other Administrative Expenses	<u>250</u>	<u>122</u>	<u>(128)</u>
	\$ 700	\$ 122	\$ (578)
<b><u>GENERAL SERVICES</u></b>			
<b><u>ADMINISTRATION</u></b>			
Administrative Salary	\$ 254,512	\$ 218,490	\$ (36,022)
Postage & Printing	200	7	(193)
Communications	7,205	8,163	958
Computer Expenses	29,512	53,774	24,262
Office Supplies & Exp	27,953	33,139	5,186
Office Maintenance	29,600	27,711	(1,889)
Dues & Subscriptions	150		(150)
Professional Services	4,600	560	(4,040)
Meetings & Conventions	100	4	(96)
Water and Sewer Grant			
	<u>\$ 353,832</u>	<u>\$ 341,848</u>	<u>\$ (11,984)</u>
<b><u>OPERATIONS</u></b>			
Operations Salary	\$ 231,766	\$ 209,444	\$ (22,322)
Communications	9,000	6,879	(2,121)
Supplies & Expenses	17,960	18,873	913
Dues & Meetings		491	491
Maintenance & Repairs	28,173	15,312	(12,861)
Tools & Equipment	<u>2,544</u>	<u>7,127</u>	<u>4,583</u>
	\$ 289,443	\$ 258,126	\$ (31,317)
<b><u>PROFESSIONAL SERVICES</u></b>			
Independent Accounting	\$ 16,000	\$ 13,000	\$ (3,000)

Town of Middletown  
**Statement of Revenue & Expenditures**  
**General Fund**  
**Fiscal Year 2018**  
**For the 10 Months Ended April 30, 2018**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Legal - Development		\$ 1,862	\$ 1,862
Legal - Ordinances	7,388	4,009	(3,379)
	<u>\$ 23,388</u>	<u>\$ 18,871</u>	<u>\$ (4,517)</u>
 <b><u>PLANNING &amp; ZONING</u></b>			
Salary & Fees	\$ 51,797	\$ 41,309	\$ (10,488)
Other Expenses	1,778	1,806	28
	<u>\$ 53,575</u>	<u>\$ 43,115</u>	<u>\$ (10,460)</u>
 <b><u>MAIN STREET PROGRAM</u></b>			
Manager Salary	\$ 45,482	\$ 36,519	\$ (8,963)
Town Contribution	10,000	12,032	2,032
	<u>\$ 55,482</u>	<u>\$ 48,551</u>	<u>\$ (6,931)</u>
 <b><u>PUBLIC SAFETY</u></b>			
Fire Dept. Donation	\$ 20,000	\$ 20,000	
School Crossing Guards	16,338	12,824	(3,514)
Community Deputy Program	385,232	289,589	(95,643)
	<u>\$ 421,570</u>	<u>\$ 322,413</u>	<u>\$ (99,157)</u>
 <b><u>SANITATION &amp; WASTE REMOVAL</u></b>			
Resident Trash & Yard Waste	\$ 271,796	\$ 225,688	\$ (46,108)
 <b><u>RECREATION AND CULTURE</u></b>			
Park Salary	45,030	24,447	(20,583)
Park Electric	1,175	5,284	4,109
Remsberg Park Electric			
Maintenance & Repairs	37,490	29,296	(8,194)
Mowing	32,319	15,911	(16,408)
Remsberg Park - Interest	7,906	7,381	(525)
Remsberg Park - Principal	115,643	105,873	(9,770)
	<u>\$ 239,563</u>	<u>\$ 188,192</u>	<u>\$ (51,371)</u>

Town of Middletown  
**Statement of Revenue & Expenditures**  
 General Fund  
 Fiscal Year 2018  
 For the 10 Months Ended April 30, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>HIGHWAYS AND STREETS</u></b>			
Salary	\$ 71,266	\$ 63,726	\$ (7,540)
Street Lighting	203,160	128,291	(74,869)
Storm Water Management	7,800	2,167	(5,633)
Snow Removal	83,100	75,615	(7,485)
Repairs & Resurfacing	92,000	14,927	(77,073)
Signs	12,400	9,785	(2,615)
Truck Repair & Operation	42,600	15,523	(27,077)
Equipment Repairs & Ops	26,675	10,721	(15,954)
Mowing	33,440	22,504	(10,936)
Interest	59,874	5,944	(53,930)
West Green St - Principal	<u>79,300</u>	<u>65,960</u>	<u>(13,340)</u>
	\$ 711,615	\$ 415,163	\$ (296,452)
<b><u>OTHER EXPENSES</u></b>			
MT Historical Society - CIP	\$ 5,000	\$ 5,000	
Donations	100		(100)
Travel - Mileage	2,732	601	(2,131)
Community Events	33,140	48,841	15,701
Payroll Taxes	58,923	45,266	(13,657)
Insurance - Property	14,445	12,737	(1,708)
Insurance - Employee	136,214	145,733	9,519
Retirement/Pension	68,184	54,581	(13,603)
Web Page & Directory	3,890	1,879	(2,011)
Real Estate Taxes	800	1,679	879
Other	<u>3,500</u>	<u>2,574</u>	<u>(926)</u>
	\$ 326,928	\$ 318,891	\$ (8,037)
<b>TOTAL EXPENDITURES</b>	<u>\$ 2,816,472</u>	<u>\$ 2,221,231</u>	<u>\$ (595,241)</u>
<b>INCOME (LOSS) Exc. Cash Reserves</b>	\$ 378,321	\$ 764,375	\$ 386,054
<b>CASH RESERVES</b>	\$ 881,203	\$ 543,708	\$ (337,495)
<b>SURPLUS / (DEFICIT)</b>	<u>\$ 1,259,524</u>	<u>\$ 1,308,083</u>	<u>\$ 48,559</u>

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
For the 10 Months Ended April 30, 2018

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
<b>REVENUE</b>			
Water Revenue	\$ 608,726	\$ 463,044	\$ (145,682)
Sewer Revenue	603,153	456,121	(147,032)
Penalties/Reconnects	15,252	22,838	7,586
Rain Barrel Sales	1,000	600	(400)
General Fund Grant/Misc		(1)	(1)
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 1,228,131</b>	<b>\$ 942,602</b>	<b>\$ (285,529)</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE</b>			
Office Salaries	\$ 48,827	\$ 23,050	\$ (25,777)
Communications	11,742	8,901	(2,841)
Postage	9,503	8,012	(1,491)
Office Supplies/Expense	15,712	10,924	(4,788)
Legal - Other	2,000		(2,000)
Meetings & Seminars	2,500	758	(1,742)
Advertising	500	498	(2)
Uniforms	3,925	4,369	444
Dues/Subscrip/Certifications	500	255	(245)
Travel	200	52	(148)
Payroll Taxes	27,798	18,883	(8,915)
Insurance - Prop. & Liability	10,215	7,744	(2,471)
Insurance - Workers Comp	8,980	6,846	(2,134)
Insurance - Health	53,324	40,419	(12,905)
Retirement/Pension	29,230	23,080	(6,150)
Real Estate Taxes	292	292	
Rain Barrel/Educational Programs	2,000		(2,000)
I & I Loan Principal and Interest	33,099	32,498	(601)
Sub-Total	\$ 260,347	\$ 186,581	\$ (73,766)
<b>Vehicles &amp; Equipment</b>			
2016 Truck (Pearl)	\$ 2,280	\$ 82	\$ (2,198)
2008 Truck	2,280	786	(1,494)
2012 Truck (Miller)	2,280	472	(1,808)
2013 Truck (Whitney)	2,280	1,975	(305)
2015 Meter Van (Hightman)	2,280	1,202	(1,078)
Misc Equipment	3,000	4,113	1,113
Bobcat Mini-Excavator	3,000	58	(2,942)
Case Backhoe	3,000	609	(2,391)
Sub-Total	\$ 20,400	\$ 9,297	\$ (11,103)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 10 Months Ended April 30, 2018**

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
<b>WATER</b>			
Salaries	\$ 175,294	\$ 140,603	\$ (34,691)
<b>Water Distribution System</b>			
Supplies	5,500	4,806	(694)
Repairs & Maintenance	18,900	38,614	19,714
Water Line Break Repairs	5,000	1,435	(3,565)
Chemicals	500		(500)
Tools & Equipment	4,105		(4,105)
Sub-Total	\$ 34,005	\$ 44,855	\$ 10,850
<b>Water Plant/Reservoir/Booster/Tower/BS Wellhouse</b>			
Electric	\$ 23,816	\$ 30,331	\$ 6,515
Supplies	2,000	1,323	(677)
Repairs & Maintenance	66,700	14,482	(52,218)
Chemicals	9,199	10,130	931
Tools & Equipment	2,053		(2,053)
Testing & Analysis	14,400	4,750	(9,650)
Sub-Total	\$ 118,168	\$ 61,016	\$ (57,152)
Abandoned Well Costs			
<b>TOTAL WATER EXPENSES</b>	<b>\$ 327,467</b>	<b>\$ 246,474</b>	<b>\$ (80,993)</b>
<b>SEWER</b>			
Salaries	\$ 134,998	\$ 117,108	\$ (17,890)
<b>Sewer Collection System</b>			
Cone Branch PS	18,500	15,450	(3,050)
Brookridge South PS	10,779	2,807	(7,972)
Foxfield PS	6,500	4,125	(2,375)
Sanitary Sewerlines & Manholes	25,000	13,357	(11,643)
I & I Accrual	75,000	68,750	(6,250)
Sub-Total	\$ 135,779	\$ 104,489	\$ (31,290)

Town of Middletown  
**STATEMENT OF REVENUE and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
For the 10 Months Ended April 30, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b>Wastewater Treatment Plants</b>			
<b>East Wastewater Treatment Plant</b>			
Electric	\$ 25,327	\$ 61,757	\$ 36,430
Supplies	6,352	2,056	(4,296)
Repairs & Maintenance	16,600	12,330	(4,270)
Chemicals	33,725	37,284	3,559
Tools & Equipment	6,090	628	(5,462)
Testing & Analysis	34,187	17,865	(16,322)
Sludge Hauling Expense	<u>61,800</u>	<u>40,923</u>	<u>(20,877)</u>
Sub-Total	\$ 184,081	\$ 172,843	\$ (11,238)
<b>West Wastewater Treatment Plant</b>			
Electric	\$ 17,010	\$ 12,936	\$ (4,074)
Supplies	2,500	1,088	(1,412)
Repairs & Maintenance	2,000	3,784	1,784
Chemicals	47,949	36,677	(11,272)
Tools & Equipment	2,510	586	(1,924)
Testing & Analysis	11,649	7,095	(4,554)
Sludge Hauling Expense	<u>22,650</u>	<u>15,813</u>	<u>(6,837)</u>
Sub-Total	\$ 106,268	\$ 77,979	\$ (28,289)
<b>TOTAL SEWER EXPENSES</b>	<u>\$ 561,126</u>	<u>\$ 472,419</u>	<u>\$ (88,707)</u>
<b>TOTAL WATER/SEWER EXPENSES</b>	<u>\$ 1,169,340</u>	<u>\$ 914,771</u>	<u>\$ (254,569)</u>
<b>CONTINGENCY FUND - 3.5%</b>	<u>\$ 40,927</u>	<u>\$ 32,017</u>	<u>\$ (8,910)</u>
<b>ADJUSTED WATER/SEWER EXPENSES</b>	<u>\$ 1,210,267</u>	<u>\$ 946,788</u>	<u>\$ (263,479)</u>
<b>NET INCOME (LOSS)</b>	<u>\$ 17,864</u>	<u>\$ (4,186)</u>	<u>\$ (22,050)</u>

Town of Middletown  
**CIP Funds & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 10 Months Ended April 30, 2018

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
<b>OPERATING REVENUE</b>			
Revenue	\$ 3,116,090	\$ 2,971,639	\$ (144,451)
<b>OPERATING EXPENSES</b>			
Expenses	2,816,472	2,221,231	(595,241)
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 299,618</b>	<b>\$ 750,408</b>	<b>\$ 450,790</b>
<b><u>OTHER FUND</u></b>			
POS - Development	\$ 76,500	\$ 993	\$ (75,507)
Community Legacy Grants	64,000		(64,000)
RETAINED EARNINGS	353,739		(353,739)
Interest	2,203	12,974	10,771
Improvement Fees	<u>241,500</u>	<u>145,000</u>	<u>(96,500)</u>
<b>TOTAL OTHER FUNDS</b>	<b>\$ 737,942</b>	<b>\$ 158,967</b>	<b>\$ (578,975)</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 1,037,560</b>	<b>\$ 909,375</b>	<b>\$ (128,185)</b>
<b><u>CIP PROJECTS &amp; PURCHASES</u></b>			
SHA Streetscape Lighting	\$ 175,000	\$ 38,958	\$ (136,042)
Locust Blvd & Court Road Reconst	207,500	491,642	284,142
Lombardy Court - Selective Patch	125,000		(125,000)
Washington Street Retaining Wall	10,000		(10,000)
Young Branch Dr Mill and Overlay	130,000		(130,000)
Foxfield Swale Reconstruction	15,000	2,900	(12,100)
Maintenance Shop Expansion	75,000	3,170	(71,830)
Pedestrian Safety Improvements	75,000	26,274	(48,726)
Wayfinding Signs	8,750		(8,750)
Remsberg Park Walking Trail and	87,000	100,333	13,333
Remsberg Park Precast Bathroom	40,000		(40,000)
Memorial Park Playground Replace	36,000	56,499	20,499
Heritage Park (MVB Property)	31,883		(31,883)
Heritage Museum	39,000	17,883	(21,117)
Befco Slit Seeder	8,000		(8,000)
Municipal HVAC Replacement	30,000		(30,000)
Municipal Boiler Replacement	35,000		(35,000)
IT Lease - Computers, Servers, P	37,000	6,538	(30,462)
GMC Truck Body Replacement	<u>17,204</u>	<u>19,940</u>	<u>2,736</u>
	<b>\$ 1,182,337</b>	<b>\$ 764,137</b>	<b>\$ (418,200)</b>
<b>OPERATING &amp; CIP SURPLUS (DEFICIT)</b>	<b>\$ (144,777)</b>	<b>\$ 145,238</b>	<b>\$ 290,015</b>

Town of Middletown  
**CIP Funds & Expenditures**  
 General Fund  
 Fiscal Year 2017  
 For the 10 Months Ended April 30, 2018

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
Cash Reserves	\$ 881,203	\$ 346,897	\$ (534,306)
<b>TOTAL CASH SURPLUS</b>	<u>\$ 736,426</u>	<u>\$ 492,135</u>	<u>\$ (244,291)</u>

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
**WATER & SEWER**  
**Fiscal Year 2018**  
**For the 10 Months Ended April 30, 2018**

	<u>ANNUAL BUDGET</u>	<u>YTD ACTUAL</u>	<u>OVER (UNDER) BUDGET</u>
<b><u>FUNDING SOURCES</u></b>			
Operating Revenue	\$ 1,228,131	\$ 942,602	\$ (285,529)
Operating Expenses	<u>1,118,967</u>	<u>914,771</u>	<u>(204,196)</u>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 109,164</b>	<b>\$ 27,831</b>	<b>\$ (81,333)</b>
Cash Reserves	\$ 579,778	\$ 507,935	\$ (71,843)
Debt Service Fee - New Homes	149,600	110,600	(39,000)
Capital Improvement Fees	159,132	119,349	(39,783)
Inflow & Infiltration - Reserve A	165,000	234,261	69,261
Tap Fees	621,000	408,000	(213,000)
Water Tower & Land Leases	185,837	130,392	(55,445)
Main Street Waterline Loan	1,500,000		(1,500,000)
Reservoir Cover Loan	<u>180,000</u>	<u>2,895,000</u>	<u>2,715,000</u>
<b>TOTAL OTHER REVENUE</b>	<b>\$ 3,540,347</b>	<b>\$ 4,405,537</b>	<b>\$ 865,190</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>3,649,511</b>	<b>4,433,368</b>	<b>783,857</b>
<b><u>DEBT SERVICE COSTS</u></b>			
<b>Principal Payments</b>			
MDE - East WWTP	\$ 241,265	\$ 215,292	\$ (25,973)
Main Street Waterline Loan	250,184		(250,184)
Reservoir Loan	56,578		(56,578)
Brookridge WTP Loan Payments	<u>370,314</u>		<u>(370,314)</u>
<b>TOTAL DEBT SERVICE COSTS</b>	<b>\$ 918,341</b>	<b>\$ 215,292</b>	<b>\$ (703,049)</b>
<b><u>WATER &amp; SEWER PROJECTS</u></b>			
Main Street Waterline	\$ 1,500,000	\$ 786,861	\$ (713,139)
Reservoir Improvements	180,000	17,205	(162,795)
Stream Erosion - Well Field Resto	243,000	247,765	4,765
SCADA Control System	134,231	65,700	(68,531)
Booster Station Pump Bypass	60,000		(60,000)
Raw Waterline Cleaning ICE PIG	9,000	8,500	(500)
Valve Replacement Jefferson Villa	40,500		(40,500)
Water Meter Replacements	57,322	3,254	(54,068)
Vactor Trailer & Excavator	60,000		(60,000)
Vactor Trailer & Excavator	<u>165,000</u>	<u>89,139</u>	<u>(75,861)</u>
<b>TOTAL WATER &amp; SEWER PROJECTS</b>	<b>\$ 2,449,053</b>	<b>\$ 1,218,424</b>	<b>\$ (1,230,629)</b>
<b>TOTAL CIP COSTS</b>	<b>\$ 3,367,394</b>	<b>\$ 1,433,716</b>	<b>\$ (1,933,678)</b>

Town of Middletown  
**CIP FUNDS and EXPENDITURES**  
 WATER & SEWER  
 Fiscal Year 2018  
 For the 10 Months Ended April 30, 2018

	ANNUAL BUDGET	YTD ACTUAL	OVER (UNDER) BUDGET
TOTAL FUNDS REMAINING	\$ 282,117	\$ 2,999,652	\$ 2,717,535

# ***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

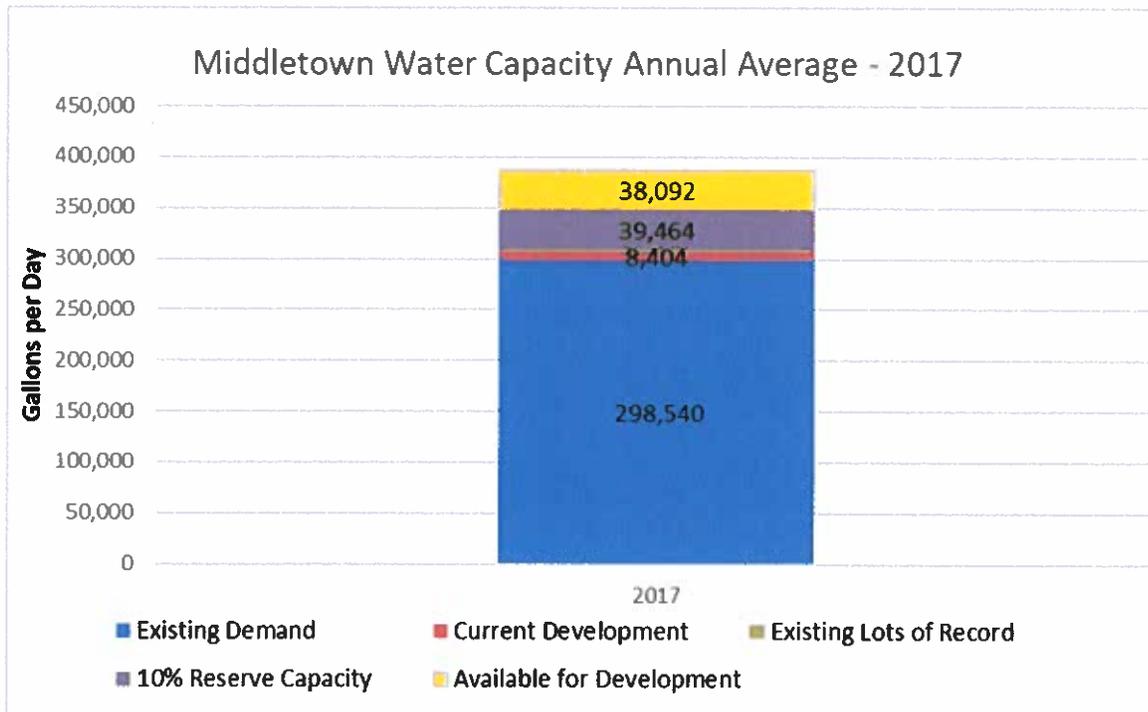
The Middletown water system is supplied by twenty-three (23) wells and four (4) major groups of springs located on the west side of the Catoclin Mountain, north of town. Water from the springs flow by gravity to two (2) in-ground reservoirs with a combined capacity of two million gallons. Water treatment 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 Catoclin 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.

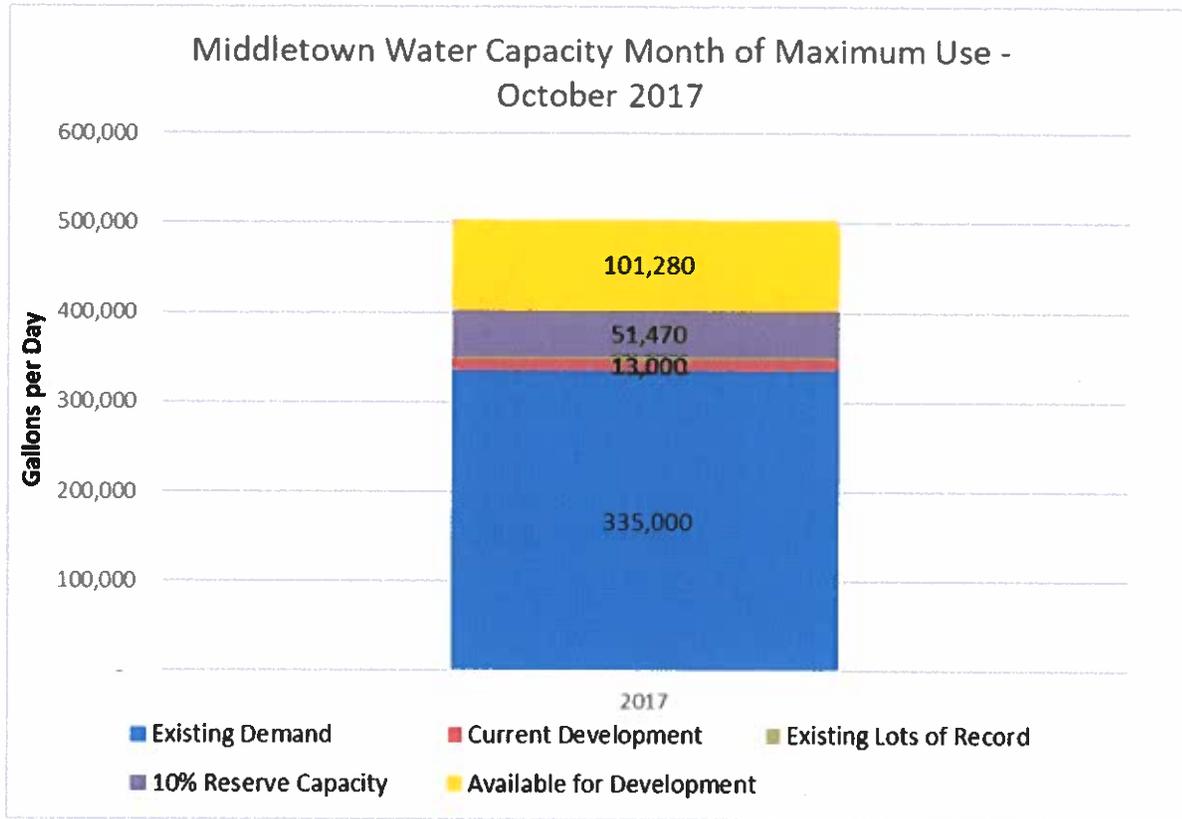
### Annual Average

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

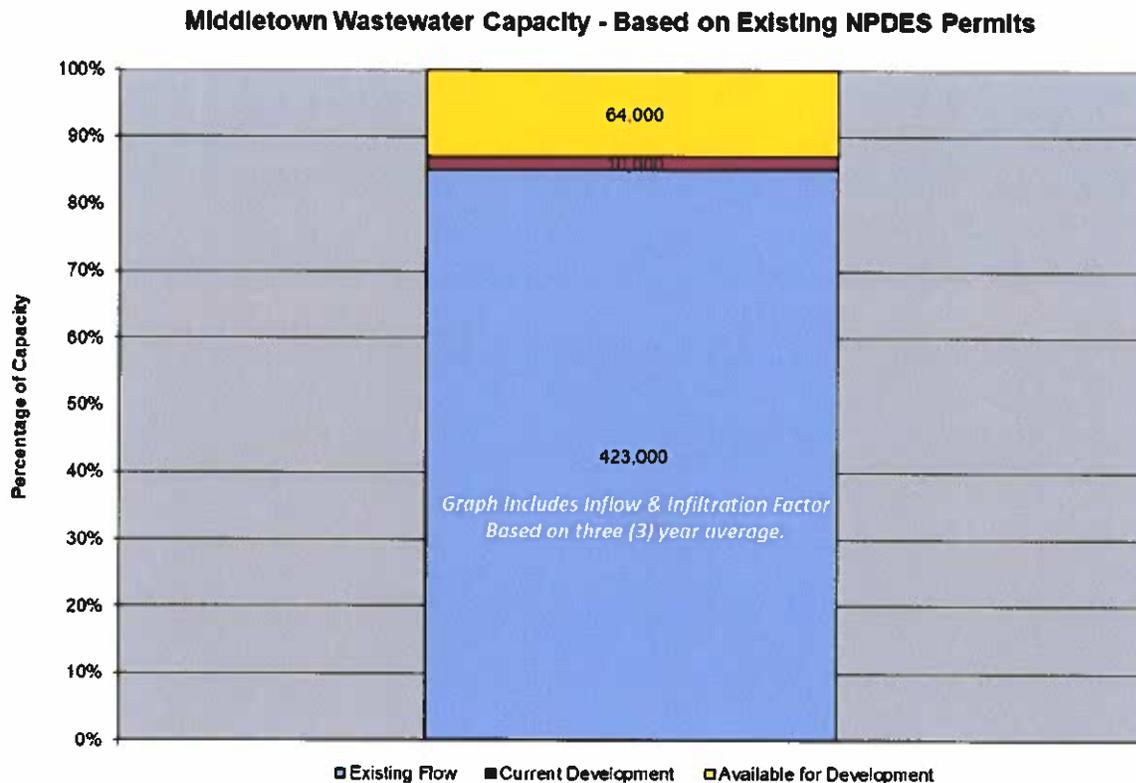
The Middletown sewage system consists of a 0.250 mgd treatment plant located on the west side of Town (West WWTP), and a 0.350 mgd activated sludge plant (expandable to 0.700 mgd) located on the east side of Town (East WWTP), three (3) sewage pump stations, and a network of 8" to 12" sanitary sewer lines. 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.

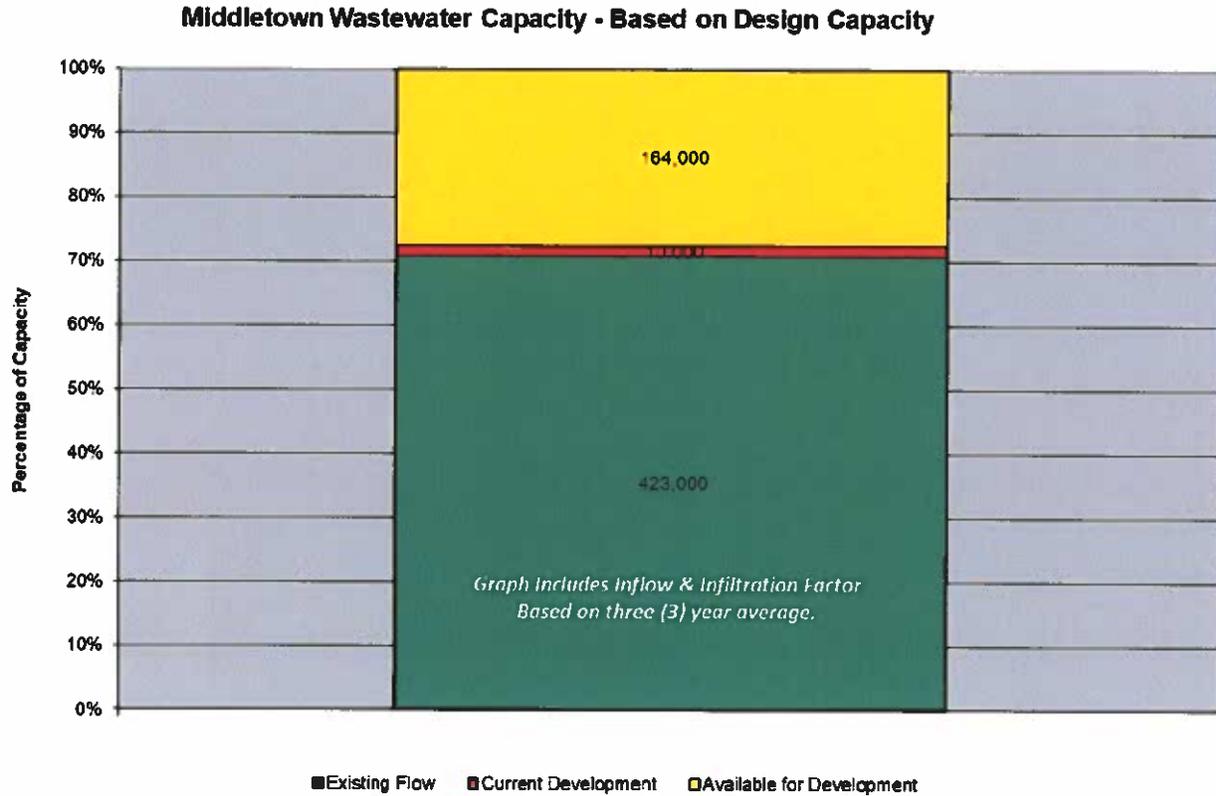
### Permitted Capacity

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.



**Burgess and Commissioners of  
Middletown, Maryland**

**Farm Lease Bids**

Contractors Name	Hollow Road - Reservoir		Remsberg Park - A			Remsberg Park - B			Totals	
	2018	2019	2020	2018	2019	2020	2018	2019		2020
Sowers Farm Holdings LLC	\$ 1,362.72	\$ 1,362.72	\$ 1,362.72	\$ 1,256.64	\$ 1,256.64	\$ 1,256.64	\$ 4,647.12	\$ 4,647.12	\$ 4,647.12	\$ 21,799.44
RFP, Inc.	\$ 467.60	\$ 467.60	\$ 467.60	\$ 776.16	\$ 776.16	\$ 776.16	\$ 2,870.28	\$ 2,870.28	\$ 2,870.80	\$ 12,342.64
Jeremy Thompson	\$ 668.00	\$ 668.00	\$ 668.00	\$ 616.00	\$ 616.00	\$ 616.00	\$ 2,278.00	\$ 2,278.00	\$ 2,278.00	\$ 10,686.00
Oak Springs Farm LLC	\$ 534.40	\$ 601.20	\$ 668.00	\$ 492.80	\$ 554.40	\$ 616.00	\$ 1,822.40	\$ 2,050.20	\$ 2,278.00	\$ 9,617.40
Little Creek Farm LLC	\$ 501.00	\$ 501.00	\$ 501.00	\$ 462.00	\$ 462.00	\$ 462.00	\$ 1,822.00	\$ 1,822.00	\$ 1,822.00	\$ 8,355.00
Running Brook Farms LLC	\$ 173.68	\$ 173.68	\$ 173.68	\$ 529.76	\$ 529.76	\$ 529.76	\$ 1,959.08	\$ 1,959.08	\$ 1,959.08	\$ 7,987.56
Pamela H. Moser	\$ -	\$ -	\$ -	\$ 523.60	\$ 523.60	\$ 523.60	\$ 1,936.30	\$ 1,936.30	\$ 1,936.30	\$ 7,379.70



## **TOWN OF MIDDLETOWN MARYLAND**

### **FARM LEASE SPECIAL TERMS AND CONDITIONS**

#### **SCOPE:**

The Burgess and Commissioners, herein called Town, request bids from interested farmers for leasing and maintaining Town property for the purposes of farming activities, specifically growing crops. No pasturing of animals will be permitted. The term is a three (3) lease for farming.

#### **BID INSTRUCTIONS:**

Bids will be received by the Town Office, **31 W. Main Street, Middletown, Maryland 21769 until 2:00 P.M. local time Thursday, May 10, 2018.** Bidders who mail their bids prior to the bid opening should address the bid to:

Burgess and Commissioners  
31 West Main Street  
Middletown, MD 21769

Bid envelopes must be clearly marked with the time, and date of the opening. The Town assumes no liability for mailed Bids.

#### **PRICES:**

Prices shall be provided on the Bid Form for each item. See attached location maps and Bid Form.

#### **AWARD:**

It is the Town's intent to make an award of this bid, and award shall be based on the best bid with respect to value, responsive and responsible Bid per item. The Town reserves the right to make an award based on the most advantageous offer or the offer the Town determines to be in its best interest. The Town reserves the right to reject in whole, or in part any bid. The Town reserves the right to waive any technicality, or informality in the bids.

After award, bidder will be required to execute a three (3) year lease and sign a Release and Indemnification Agreement to be able to farm on Town property.

#### **QUESTIONS:**

If you should have any questions regarding this bid or process, please contact:

Andrew J. Bowen, Town Administrator  
301.371.6171  
[abowen@ci.middletown.md.us](mailto:abowen@ci.middletown.md.us)

**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 1<sup>st</sup> 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 (5<sup>th</sup>) 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

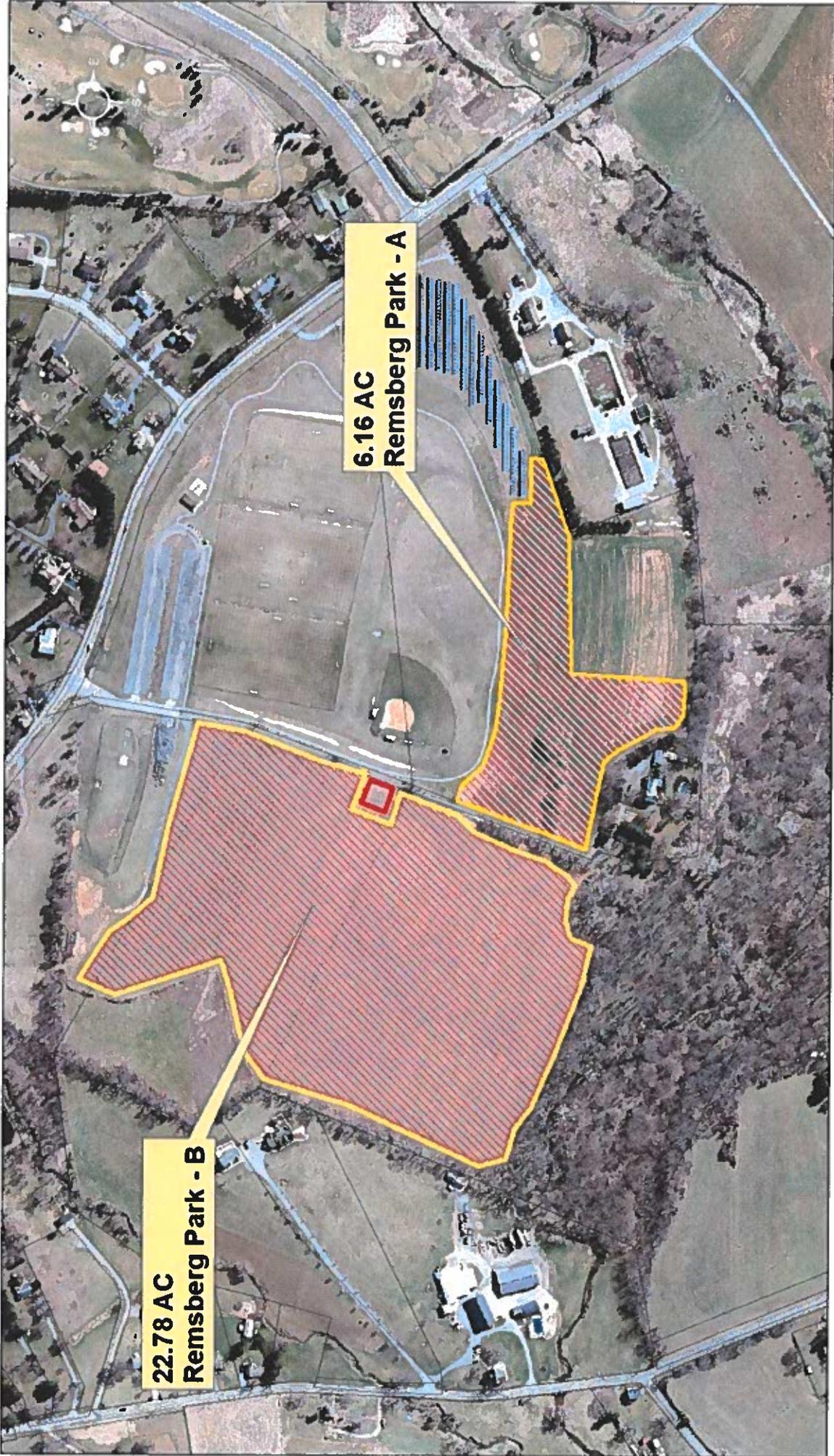
By: \_\_\_\_\_  
John D. Miller, Burgess

\_\_\_\_\_  
Date

**WITNESS:**

**TENANT:**

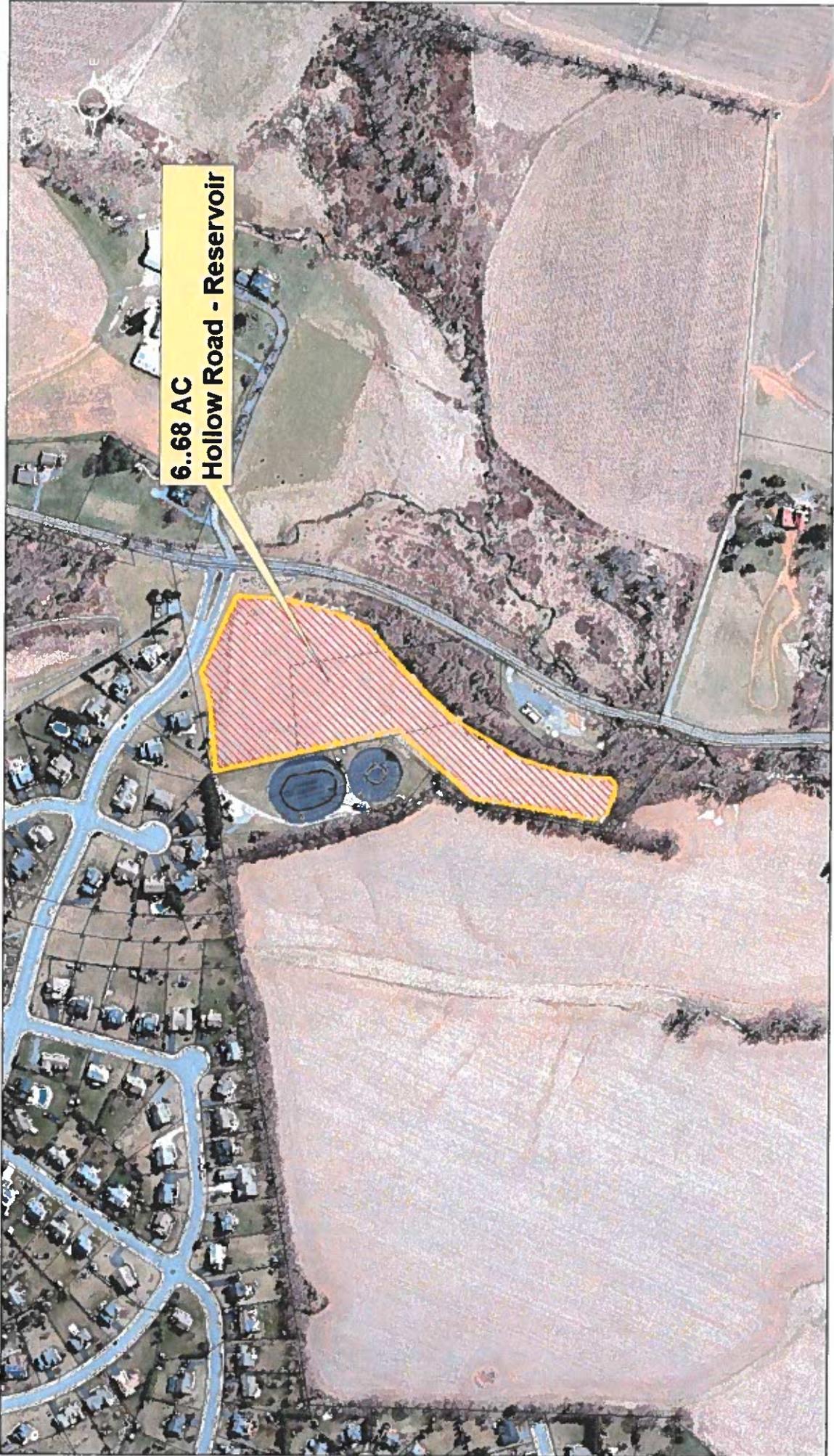
\_\_\_\_\_  
\_\_\_\_\_  
Date



**22.78 AC  
Remsberg Park - B**

**6.16 AC  
Remsberg Park - A**

**Farm Land Area for Lease  
Remsberg Park**



**6.68 AC  
Hollow Road - Reservoir**

**Farm Land Area for Lease  
Hollow Road - Reservoir**

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

DESCRIPTION	AUDIT FY2016	Budget FY 2017	AUDIT FY2017	Budget FY 2018	Preliminary Budget FY 2019
<b>REVENUE</b>					
<b>LOCAL TAXES</b>					
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
	<b>1,225,156</b>	<b>1,338,705</b>	<b>1,329,244</b>	<b>1,376,368</b>	<b>1,429,369</b>
<b>STATE SHARED TAXES</b>					
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
	<b>165,692</b>	<b>184,921</b>	<b>185,604</b>	<b>182,132</b>	<b>211,150</b>
<b>COUNTY SHARED TAXES</b>					
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
	<b>1,471,470</b>	<b>1,401,624</b>	<b>1,447,225</b>	<b>1,605,448</b>	<b>1,657,428</b>
<b>LICENSES, PERMITS &amp; FEES</b>					
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
	<b>22,215</b>	<b>27,041</b>	<b>25,207</b>	<b>32,850</b>	<b>26,189</b>
<b>PARKS &amp; RECREATION</b>					
Pavillion Fees	<b>3,158</b>	<b>1,900</b>	<b>4,315</b>	<b>3,158</b>	<b>4,315</b>
<b>POLICE PROTECTION</b>					
State Grant	<b>24,987</b>	<b>26,187</b>	<b>\$26,320</b>	<b>26,187</b>	<b>26,187</b>
<b>MISC INCOME</b>					
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	<b>4,910</b>	<b>7,500</b>	<b>13,047</b>	<b>1,491</b>	<b>2,500</b>
<b>OPERATING REVENUE</b>	<b>2,917,587</b>	<b>2,987,878</b>	<b>3,030,962</b>	<b>3,227,633</b>	<b>3,357,138</b>
<b>EXPENSES</b>					
<b>LEGISLATIVE</b>					
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
	<b>48,049</b>	<b>39,830</b>	<b>39,830</b>	<b>58,380</b>	<b>47,380</b>
<b>EXECUTIVE</b>					
<b>Burgess</b>	<b>7,050</b>	<b>10,200</b>		<b>10,200</b>	<b>10,200</b>
<b>ELECTION EXPENSES</b>					
Clerk Fees	450	-	-	450	-
Printing, Supplies, Advertising	223	-	-	250	-
	<b>673</b>	<b>-</b>	<b>-</b>	<b>700</b>	<b>-</b>
<b>GENERAL/ADMINISTRATIVE SERVICES</b>					
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**

<b>DESCRIPTION</b>	<b>AUDIT FY2016</b>	<b>Budget FY 2017</b>	<b>AUDIT FY2017</b>	<b>Budget FY 2018</b>	<b>Preliminary Budget FY 2019</b>
Water and Sewer Grant	80,000	-	-	-	-
	<b>425,072</b>	<b>326,958</b>	<b>360,265</b>	<b>353,833</b>	<b>375,284</b>
<b>OPERATIONS/MAINTENANCE</b>					
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
	<b>239,340</b>	<b>272,230</b>	<b>282,384</b>	<b>289,443</b>	<b>308,070</b>
<b>PROFESSIONAL SERVICES</b>					
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
	<b>22,309</b>	<b>23,796</b>	<b>26,594</b>	<b>23,388</b>	<b>25,130</b>
<b>PLANNING &amp; ZONING</b>					
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
	<b>51,338</b>	<b>55,079</b>	<b>53,569</b>	<b>53,575</b>	<b>67,100</b>
<b>MAIN STREETS MANAGER</b>					
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	-	-	-	-	-
	<b>52,686</b>	<b>53,680</b>	<b>56,021</b>	<b>55,482</b>	<b>57,147</b>
<b>PUBLIC SAFETY</b>					
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
	<b>387,843</b>	<b>437,369</b>	<b>386,828</b>	<b>421,570</b>	<b>435,805</b>
<b>SANITATION &amp; WASTE REMOVAL</b>					
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
	<b>267,536</b>	<b>273,888</b>	<b>274,295</b>	<b>271,796</b>	<b>284,930</b>
<b>RECREATION &amp; CULTURE</b>					
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
	<b>248,189</b>	<b>213,379</b>	<b>269,324</b>	<b>239,564</b>	<b>240,140</b>
<b>HIGHWAYS &amp; STREETS</b>					
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**

<b>DESCRIPTION</b>	<b>AUDIT FY2016</b>	<b>Budget FY 2017</b>	<b>AUDIT FY2017</b>	<b>Budget FY 2018</b>	<b>Preliminary Budget FY 2019</b>
Case Loader -Principal & Interest	-	15,159	14,730	-	-
	<b>496,828</b>	<b>612,795</b>	<b>735,424</b>	<b>711,575</b>	<b>702,647</b>
<b>MISCELLANEOUS</b>					
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
	<b>342,051</b>	<b>314,938</b>	<b>385,747</b>	<b>326,929</b>	<b>383,694</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,583,964</b>	<b>2,634,143</b>	<b>2,870,281</b>	<b>2,816,434</b>	<b>2,937,526</b>
<b>TOTAL OPERATING SURPLUS</b>	<b>333,623</b>	<b>353,735</b>	<b>160,681</b>	<b>411,199</b>	<b>419,612</b>

**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
<b>INCOME</b>					
CASH RESERVES	\$346,150	\$257,713	\$84,469	(\$1,885,320)	(\$2,000,033)
INTEREST INCOME	\$865	\$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			
<b>SUB-TOTAL</b>	<b>\$989,073</b>	<b>\$861,469</b>	<b>\$491,680</b>	<b>(\$1,463,033)</b>	<b>(\$1,348,033)</b>
<b>PROJECTS</b>					
<b>Highways &amp; Streets</b>					
SHA Streetscape Lighting	\$175,000			\$250,000	
Boileau Court - Mill & Overlay					
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					\$300,000
Linden Blvd. (Broad Street to Pine Street)	\$40,000		\$590,000		
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				
<b>Recreation &amp; Culture</b>					
Rensberg 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			
Belfco Silt Seeder - Field Maintenance	\$8,000				
<b>General Services Administration &amp; Operations</b>					
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				\$150,000	
<b>SUB-TOTAL</b>	<b>\$731,360</b>	<b>\$777,000</b>	<b>\$2,377,000</b>	<b>\$537,000</b>	<b>\$637,000</b>
<b>SURPLUS/(DEFICIT)</b>	<b>\$257,713</b>	<b>\$84,469</b>	<b>-\$1,885,320</b>	<b>-\$2,000,033</b>	<b>-\$1,985,033</b>

**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
<b>Operating Revenue</b>					
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	-		-	-
<b>Total Revenue</b>	<b>1,276,748</b>	<b>1,211,946</b>	<b>1,220,255</b>	<b>1,228,131</b>	<b>1,263,377</b>
<b>Expenses</b>					
<b>Administrative</b>					
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
<b>Total Administrative</b>	<b>203,743</b>	<b>269,328</b>	<b>233,268</b>	<b>280,746</b>	<b>250,809</b>
<b>Water</b>					
Salaries	150,384	139,545	167,083	175,294	151,440
<b>Water Distribution</b>					
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
<b>Subtotal</b>	<b>54,880</b>	<b>65,396</b>	<b>86,861</b>	<b>34,005</b>	<b>52,000</b>
<b>Water Plant, Reservoir, Booster, Tower, BS Wellhouse</b>					
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
<b>SUB-TOTAL</b>	<b>61,899</b>	<b>93,181</b>	<b>76,901</b>	<b>118,168</b>	<b>164,687</b>
Abandoned Well Costs		-		-	-

**TOWN OF MIDDLETOWN**  
**Water Sewer Operating Budget**  
**FY 2019**

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

**ALL IMPROVEMENT FEES TRANSFERRED TO GENERAL FUND**

					
<b>Burgess and Commissioners of Middletown</b> <b>Water &amp; Sewer Capital Improvement Program</b> <b>FY 2019 - FY 2023</b>					
<b>INCOME</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>FY '23</b>
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		
<b>Total Revenue</b>	<b>\$3,543,324</b>	<b>\$2,062,139</b>	<b>\$2,190,749</b>	<b>\$777,290</b>	<b>\$2,212,727</b>
<b>Debt Service</b>					
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
<b>DEVELOPMENT PROJECTS</b>					
Brookridge WTP (Loan Payments)	\$195,314				
Outstanding Balance - Last Year \$370,314					
<b>Total Debt Service</b>	<b>\$521,219</b>	<b>\$408,603</b>	<b>\$253,870</b>	<b>\$253,870</b>	<b>\$253,870</b>
<b>Net Income</b>	<b>\$3,022,105</b>	<b>\$1,653,537</b>	<b>\$1,936,879</b>	<b>\$523,420</b>	<b>\$1,958,857</b>
<b>Projects</b>					
<b>SYSTEM UPGRADE PROJECTS</b>					
<b>WATER SYSTEM</b>					
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
<b>WASTEWATER SYSTEM</b>					
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				
Vector Trailer & Excavator	\$75,000				
Inflow & Infiltration	\$50,000		\$300,000		
<b>Total Projects</b>	<b>\$2,385,668</b>	<b>\$1,154,333</b>	<b>\$1,572,093</b>	<b>\$237,093</b>	<b>\$1,565,642</b>
<b>Total Project Costs</b>	<b>\$636,438</b>	<b>\$499,204</b>	<b>\$364,787</b>	<b>\$286,328</b>	<b>\$393,215</b>
<b>CAPITAL IMPROVEMENT RESERVE ACCOUNT</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>Surplus / Deficit</b>	<b>\$436,438</b>	<b>\$299,204</b>	<b>\$164,787</b>	<b>\$86,328</b>	<b>\$193,215</b>
<b>Capital Improvement Reserve Account 5 Year Total</b>	<b>\$1,000,000</b>				

**ALL IMPROVEMENT FEES TRANSFERRED TO GENERAL FUND**

					
<b>Burgess and Commissioners of Middletown</b> <b>Water &amp; Sewer Capital Improvement Program</b> <b>FY 2019 - FY 2023</b>					
<b>INCOME</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>FY '23</b>
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		
<b>Total Revenue</b>	<b>\$3,543,324</b>	<b>\$2,262,139</b>	<b>\$2,590,749</b>	<b>\$842,290</b>	<b>\$1,402,727</b>
<b>Debt Service</b>					
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
<b>DEVELOPMENT PROJECTS</b>					
Brookridge WTP (Loan Payments)	\$195,314				
Outstanding Balance - Last Year \$370,314					
<b>Total Debt Service</b>	<b>\$521,219</b>	<b>\$408,603</b>	<b>\$253,870</b>	<b>\$253,870</b>	<b>\$253,870</b>
<b>Net Income</b>	<b>\$3,022,105</b>	<b>\$1,853,537</b>	<b>\$2,336,879</b>	<b>\$588,420</b>	<b>\$1,148,857</b>
<b>Projects</b>					
<b>SYSTEM UPGRADE PROJECTS</b>					
<b>WATER SYSTEM</b>					
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
<b>WASTEWATER SYSTEM</b>					
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 Read Beds	\$35,000			\$35,000	
East WWTP - Sludge Mag Meter	\$15,000				
Vactor Trailer & Excavator	\$75,000				
Inflow & Infiltration	\$50,000		\$300,000		
<b>Total Projects</b>	<b>\$2,385,668</b>	<b>\$1,154,333</b>	<b>\$2,107,093</b>	<b>\$772,093</b>	<b>\$2,100,642</b>
<b>Total Project Costs</b>	<b>\$636,438</b>	<b>\$699,204</b>	<b>\$229,787</b>	<b>(\$183,672)</b>	<b>(\$951,785)</b>
<b>CAPITAL IMPROVEMENT RESERVE ACCOUNT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Surplus / Deficit</b>	<b>\$636,438</b>	<b>\$699,204</b>	<b>\$229,787</b>	<b>(\$183,672)</b>	<b>(\$951,785)</b>
<b>What the CIF would have to be per Quarter for Cover Deficit</b>	<b>\$47.25</b>	<b>\$50.00</b>	<b>\$65.68</b>	<b>\$127.43</b>	<b>\$242.14</b>



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.



© 2008 ENGINEERED PLASTICS  
 CONFIDENTIAL AND PROPRIETARY DOCUMENT  
 ANY ONE OR MORE OF THE FOLLOWING  
 PATENTS MAY APPLY  
 U. S. PATENT NO. 5,303,689, 5,775,835,  
 6,449,790, AND 6,865,622 BS  
 C.D.N. PATENT NO. 2,032,532, 2,070,984  
 U.S. PATENTS PENDING.  
 KENNETH E. SZEKELY

MATERIAL LIST	
DESCRIPTION	PART NO. / CITY
1 ARMOR-TILE	ADA-P-1212-00 / 1

\*\* COLOR CODE  
 YELLOW (YW), RED (RD), BLACK (BK),  
 DARK GREY (DG), LIGHT GREY (LG),  
 WHITE (WH), OCRE YELLOW (OG),  
 BLUE (BL), COLOMBIAN RED (CR)  
 CUSTOM COLORS AVAILABLE

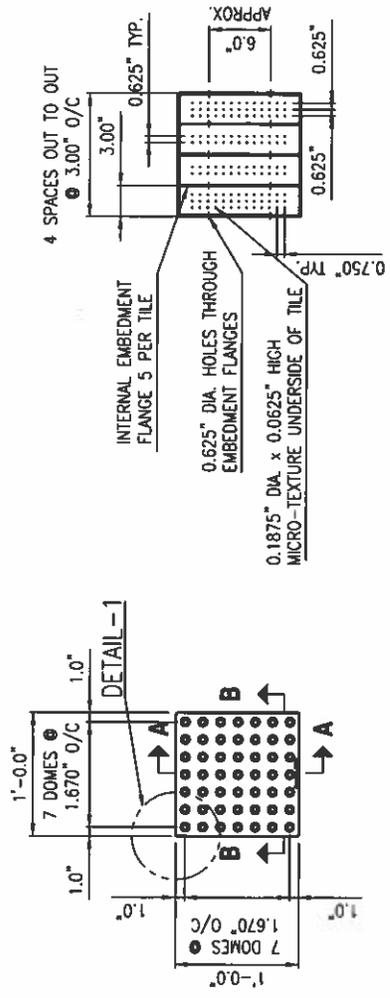
No.	DATE	REVISION	APPR.

DESIGNED BY	K.S.	DATE	06/90
DRAWN BY	D.G.	DATE	2/22/2006
CHECKED BY			
PROJECT NUMBER			
TITLE		PART No.	ADA-P-1212-00
DESCRIPTION	VITRIFIED POLYMER COMPOSITE		

**Armor-Tile™ ADA**  
 SOUND AMPLIFYING DETECTABLE/TACTILE  
 WARNING SURFACE TILE

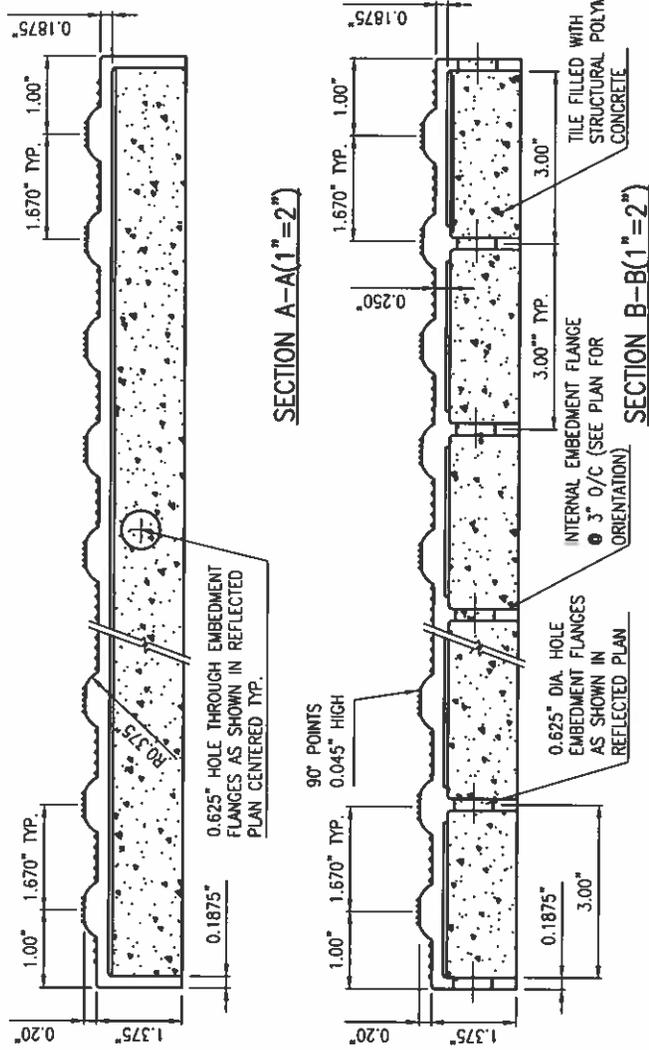
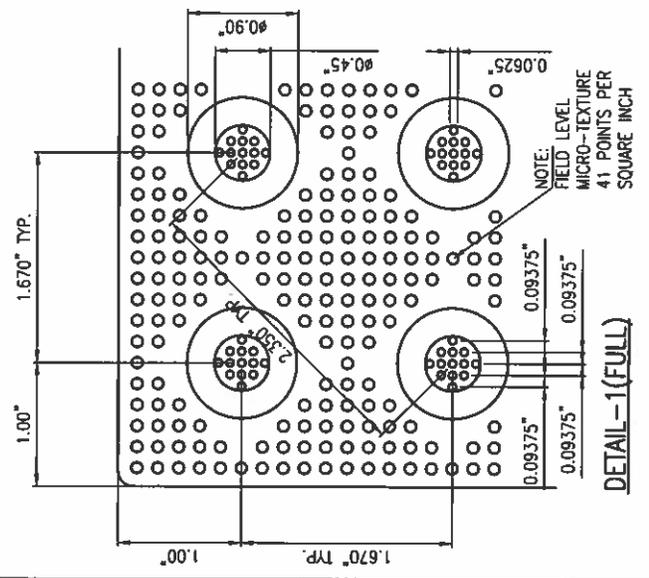
**Armor-Tile™**  
 DETECTABLE/TACTILE  
 WARNING SURFACE TILE  
 12" x 12" MODULAR PAVEMENT  
 INLINE DOME TACTILE TILE  
 PLANS AND DETAILS

REV. No. 0  
 DRAWING No. ADA-P-1212



REFLECTED PLAN (1"=1'-0")

PLAN (1"=1'-0")



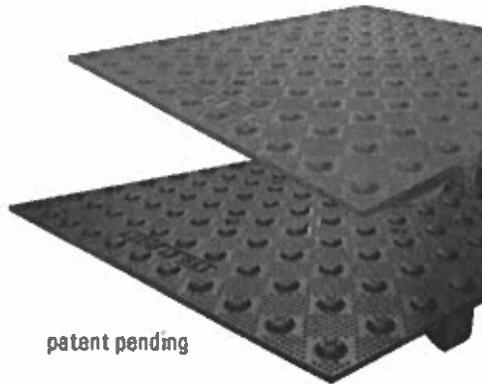
# DETECTABLE WARNING PLATES

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.

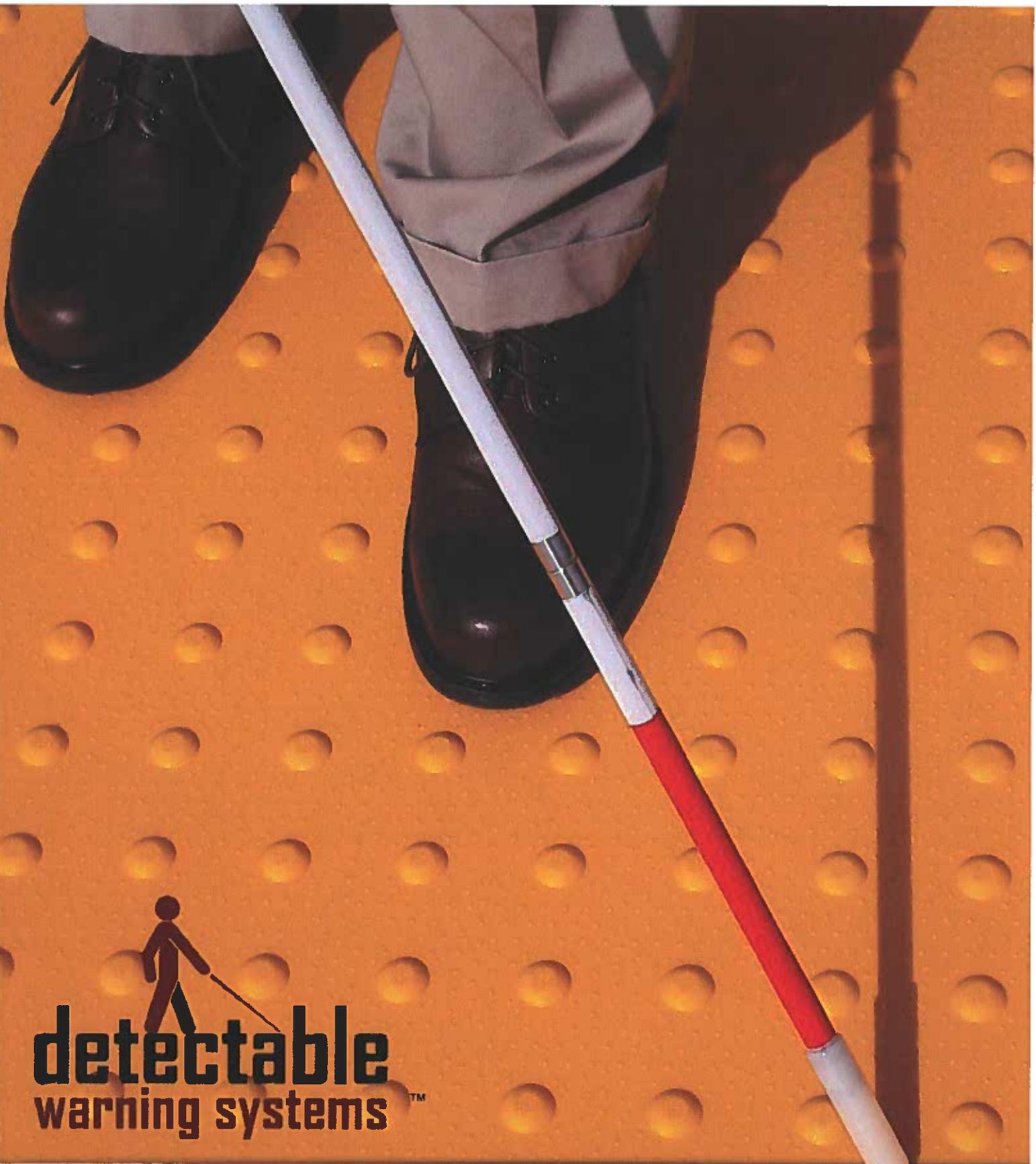
## Neenah Recommends Unpainted Plates

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](#)

---

Copyright © 2018 Neenah Foundry



**detectable**  
warning systems™

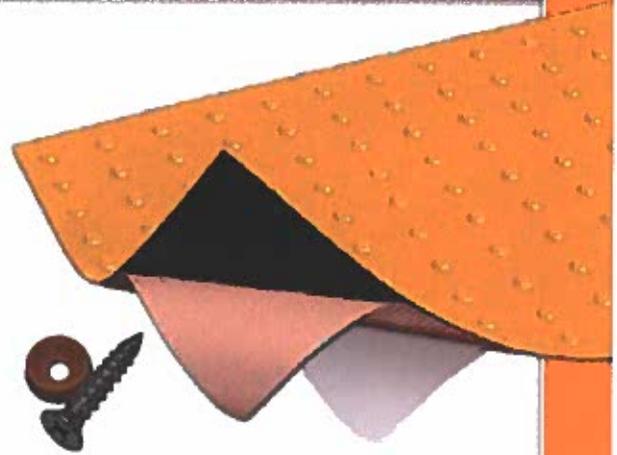
Providers of the most complete line of detectable warnings since 1994

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

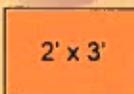


Black

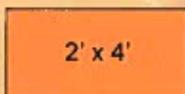


Grey

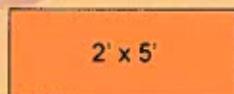
## Sizes



2' x 3'



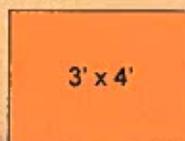
2' x 4'



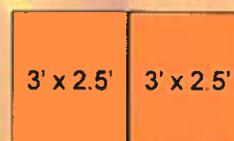
2' x 5'



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](http://www.detectable-warning.com)

# Detectable Warning Systems



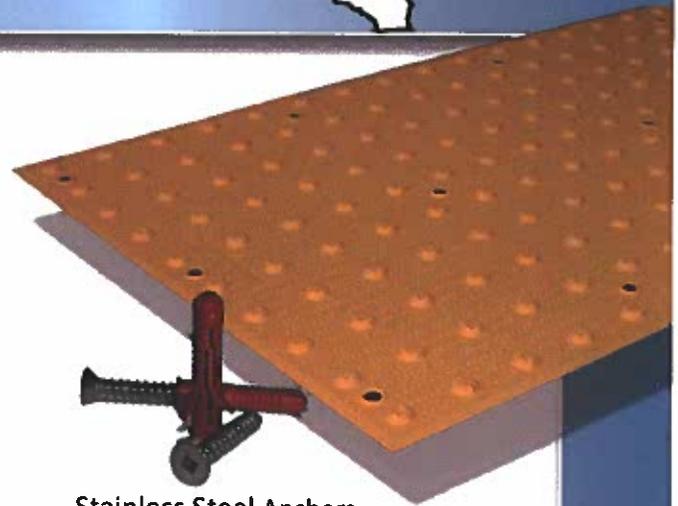
Manufactured in California

## AlertTile®

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

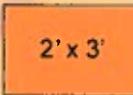


Black

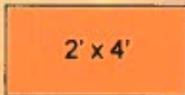


Gray

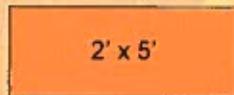
### Sizes



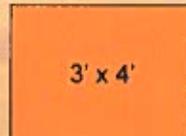
2' x 3'



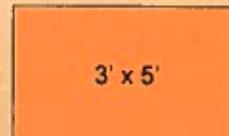
2' x 4'



2' x 5'



3' x 4'



3' x 5'



Contractor preferred since 1994

866.999.7452

[www.detectable-warning.com](http://www.detectable-warning.com)

Scan for more info



# Detectable Warning Systems



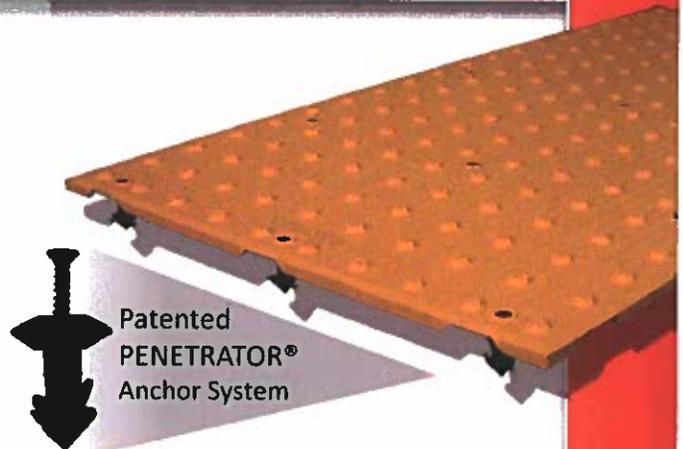
\* Manufactured in California

\* Caltrans approved

## AlertCast®

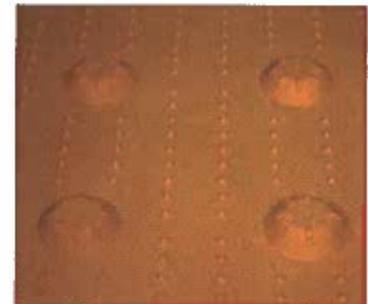
the industry's best replaceable cast-in-place detectable warning

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.*

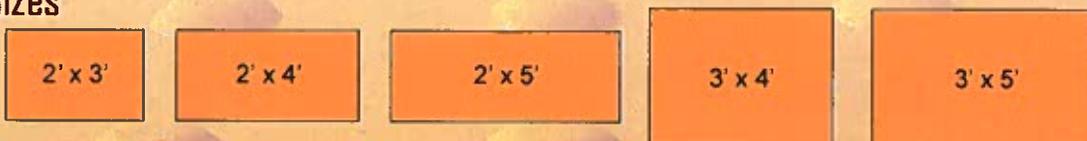
### Physical Characteristics

- **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](http://www.detectable-warning.com)

Scan for  
more info



# Detectable Warning Systems

*cast-in-place*

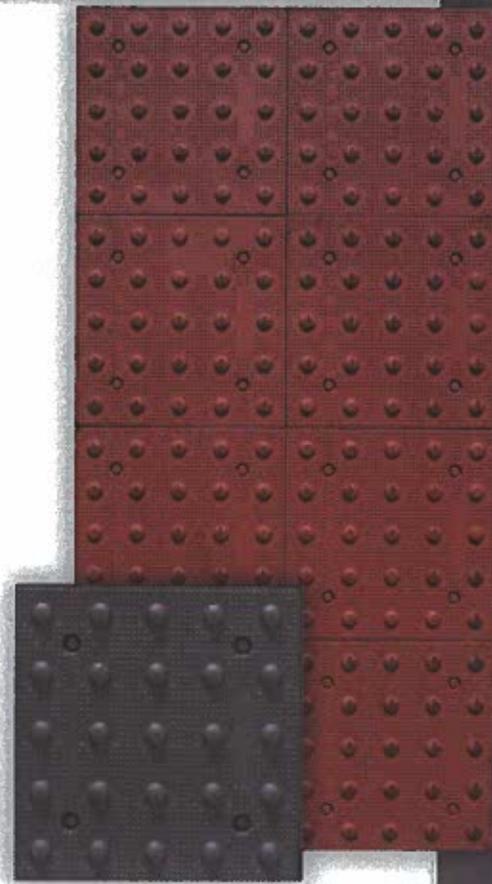
## Cast Iron

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



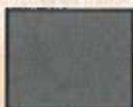
Uncoated  
(weathered patina)



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



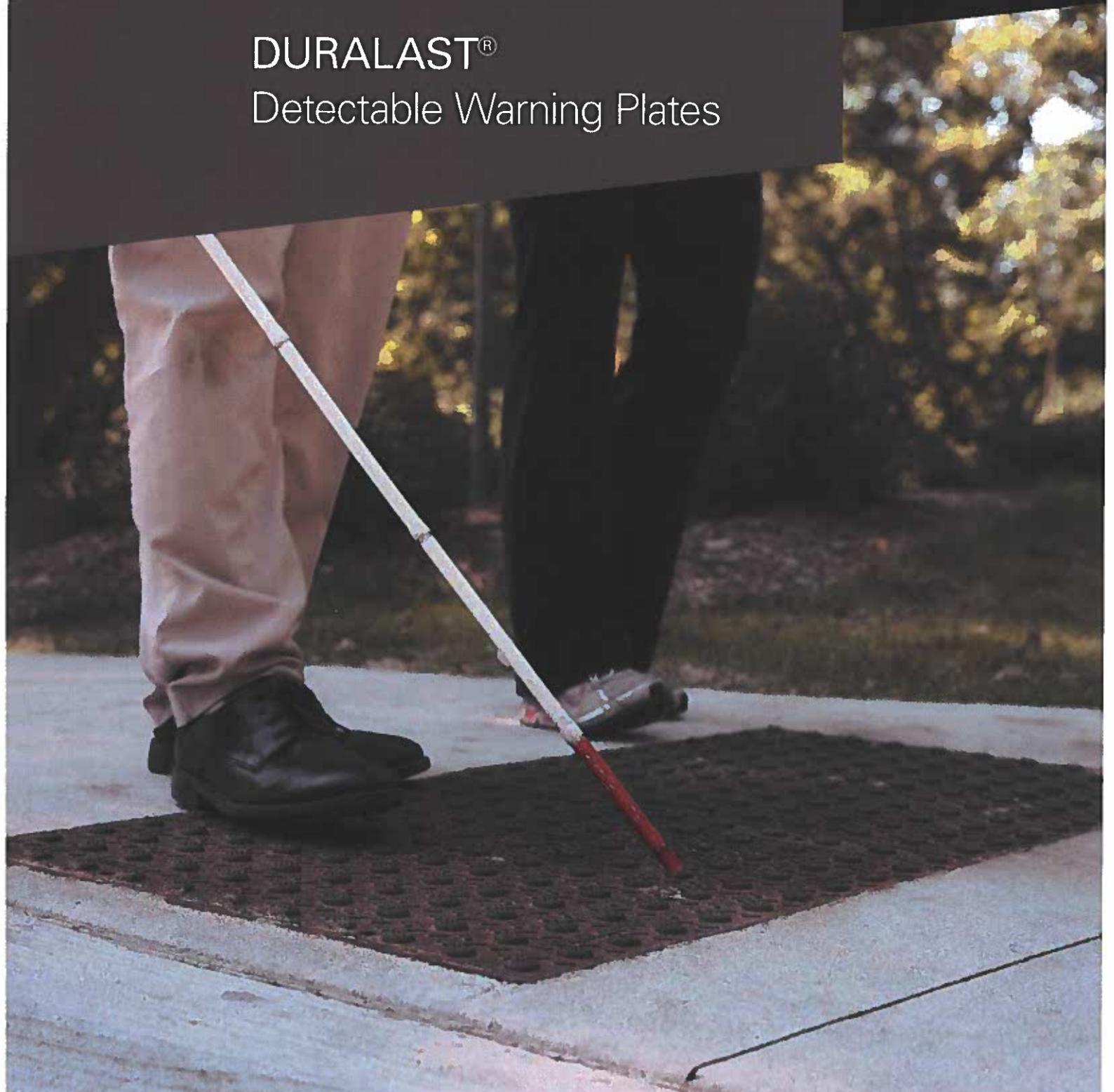
Providers of the most complete line of detectable warnings since 1994  
866.999.7452

[www.detectable-warning.com](http://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

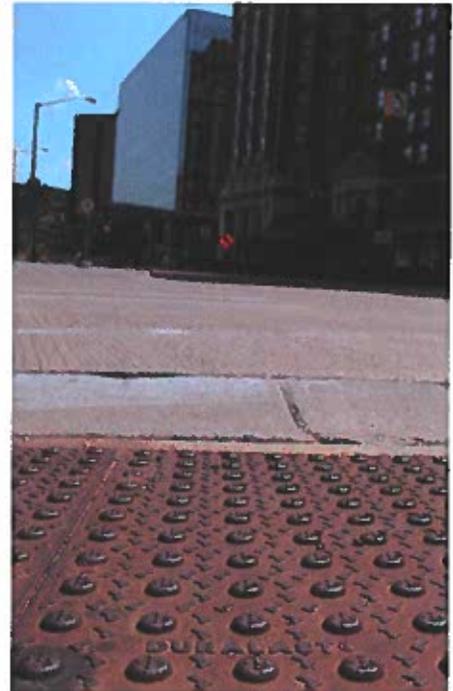
### Made in the USA from Recycled Materials

- 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

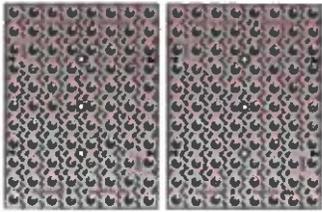
Size	Product Number
18" x 24"	00700561
24" x 24"	00700571
30" x 24"	00700721



### Sizes for Your Application

#### 3' Ramp

00700561C01

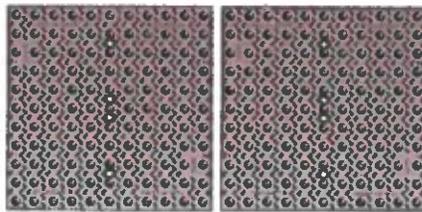


18" x 24"

18" x 24"

#### 4' Ramp

00700571C01

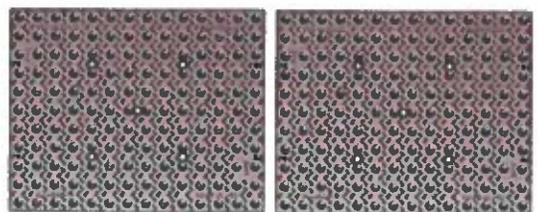


24" x 24"

24" x 24"

#### 5' Ramp

00700721C01



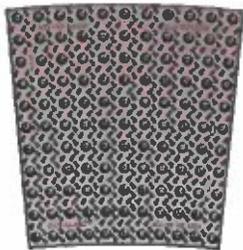
30" x 24"

30" x 24"

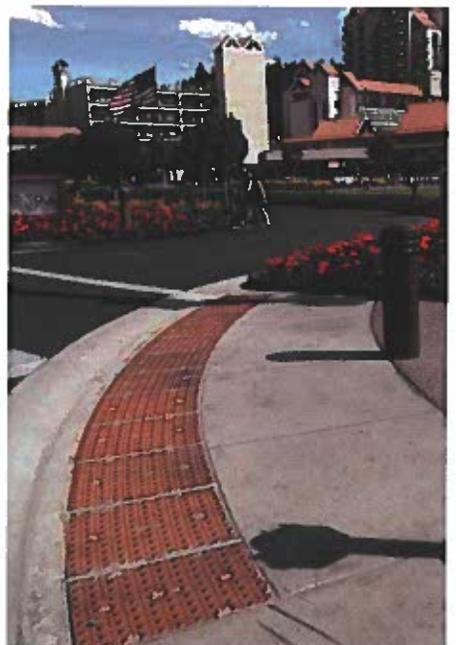
### Radial Sizes

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.

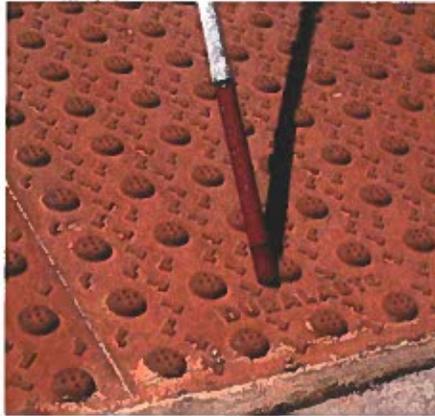


**Step 3** Clean off excess concrete from the plate and finish concrete around the plate.



## 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

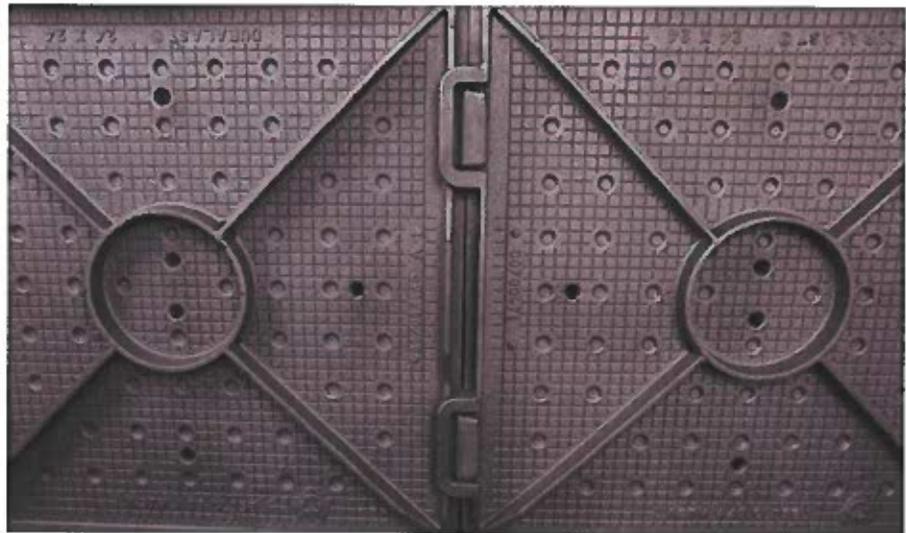
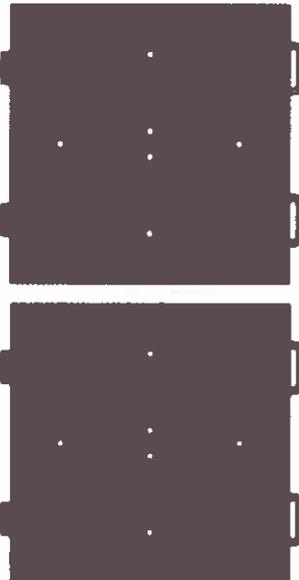
## New I-LOK™ Interlocking Plates

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

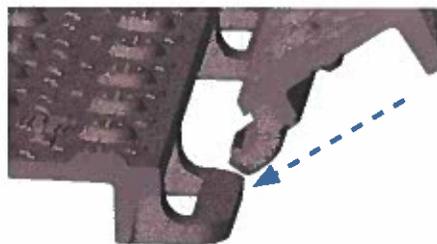
Save time during the installation by eliminating the need to bolt plates together. Simply connect and set.

### Benefits

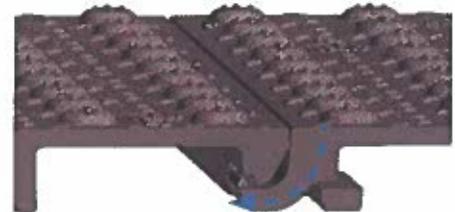
- No extra tools or hardware required
- Reduced setup time
- Uniform installation



24" x 24" (00700471) shown

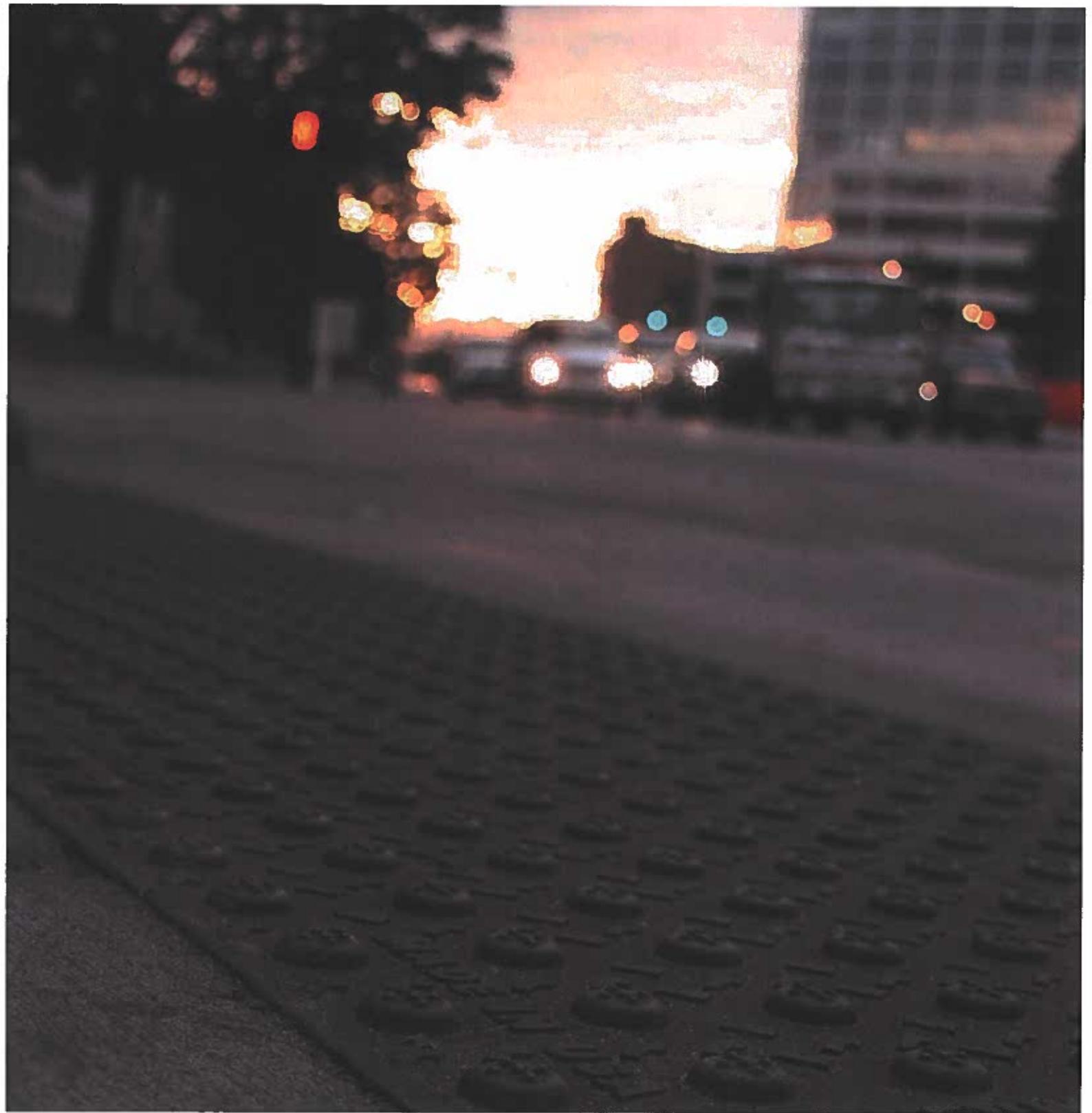


Connect plates together by inserting both hook ends into the handles at 45 degree angle.



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

Regional Division



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 site 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 require site plan approval by the Town of Middletown Planning Commission prior to the issuance of a permit for said demolition. The demolition site 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.

Deleted: plan of safety  
Deleted: protect

Deleted: proposed

Upon any demolition site plan approval granted by the planning commission and upon the issuance of a demolition permit (zoning certificate) by the Town of Middletown, 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 Middletown Planning Commission.

For purposes of this section, fences of any type shall not be considered a "structure" and shall, therefore, be exempt from this requirement. Any structures that are under 500 square feet, and are not considered a contributing resource to the Middletown Historic District, shall only require review and approval by the zoning administrator.

Deleted:

- B. All site plans for demolition shall be submitted a minimum of thirty (30) days prior to a regularly scheduled planning commission meeting. The planning commission may require bonds or guarantees to ensure restoration of the site. All plans for demolition of structures less than 500 square feet shall be submitted to the zoning administrator a minimum of thirty (30) days prior to the proposed demolition.
- C. Notices. In addition to posting a public notice sign on the property advising of the proposed demolition, 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 the demolition permit application and the demolition site plan to the Town of Middletown Planning Commission, advising of the date, time and manner of the proposed demolition. A record of such notice shall be made to the planning commission, or to the zoning administrator for proposed demolitions of less than 500 square feet.

Deleted:

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, 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)

RAFT

**Demolition site plans reviewed since 2007**

November 2007	384 sq. ft. shed	S. Jefferson Street
April 2009	<b>7,600 sq. ft. warehouse</b>	Boileau Drive
June 2009	200 sq. ft. garage	Prospect Street
July 2010	<b>720 sq. ft. deck</b>	Gray Fox Court
March 2011	<b>834 sq. ft. shed</b>	East Main Street
November 2011	300 sq. ft. shed	East Main Street
January 2012	<b>rear of comm. bldg.</b>	East Main Street
May 2013	<b>960 sq. ft. in-ground pool</b>	Broad Street
August 2013	<b>655 sq. ft. shed</b>	East Green Street
	<b>580 sq. ft. garage</b>	
November 2014	<b>540 sq. ft. house</b>	S. Jefferson Street
	80 sq. ft. shed, 81 sq. ft. shed	
January 2015	400 sq. ft. carport	East Main Street
March 2015	140 sq. ft. sunroom	Lombardy Court
September 2015	420 sq. ft. rear porch/shed	S. Jefferson Street
April 2016	168 sq. ft. addition	Jesserong Drive
April 2016	96 sq. ft. shed	Prospect Street
July 2016	<b>2-story 1,700 sq. ft. house</b>	West Green Street
October 2016	<b>780 sq. ft. garage</b>	West Green Street
December 2016	<b>4,446 sq. ft. pavilion</b>	Fireman's Way
January 2017	<b>1 ½ story 666 sq. ft. house</b>	S. Jefferson Street
March 2017	460 sq. ft. garage	Prospect Street
July 2017	87 sq. ft. shed	West Main Street
August 2017	<b>back of retail building</b>	East Main Street
September 2017	240 sq. ft. shed	East Main Street
February 2018	333 sq. ft. shed	S. Jefferson Street
March 2018	240 sq. ft. deck	Mariam Pass



**TO:** The Burgess and Commissioners  
**FROM:** Becky Axilbund, Main Street Manager  
**RE:** Change in Demolition Ordinance 17.32.160  
**DATE:** April 9, 2018

**Introduction:**

Main Street Middletown, MD Inc is aware of proposed changes to the Middletown Municipal Code, specifically 17.32.160 Demolition Plan.

**Issue:**

The proposed wording allows for demolition permits to be reviewed by the Zoning Administrator only with no language that would require the Zoning Administrator to research if a structure is a Contributing resource to the Middletown Historic District. It also does not allow for any public input or review by the Planning Commission.

**Background:**

The Middletown Historic District was listed in the National Register of Historic Places in 2003.

Listing a property or a district in the National Register of Historic Places is a process. Determining if a property is Contributing to the district is not a decision made on a whim. It is a well thought-out, studied, and analyzed process.

First, to complete work under the federal Historic Preservation Act, architectural historians must meet certain professional qualifications to insure they have the experience and knowledge necessary to make these assessments.

Second, when completing a National Register of Historic Places registration form, each building in the district is documented. Documentation includes a written description of the property, a brief historical overview of the individual property, location keyed to a map, and photographs. Properties are listed as either Contributing or Non-Contributing Resources. Contributing Resources are buildings that articulate that they are at least 50-years or older, retain most (but not necessarily all) of their historic building materials, and their setting is intact (they have not been moved, or overwhelmed by new construction). The National Register Registration Form, along with property descriptions, histories, maps, and photographs are reviewed at the state and federal level before a district is listed.

While listing is honorary, there can be significant economic benefits to commercial property owners that are Contributing resources to the Historic District through rehabilitation tax credits. In addition, Contributing resources in the Main Street District are also eligible to apply for Main Street's Façade Improvement Program, which reimburses property owners for exterior rehabilitation work. In short, these resources are considered at a state and federal level important to protect and preserve – so much so – that there are financial incentives to do so.

**Recommendation:**

Main Street Middletown advocates for public input and continued review by the Planning Commission when there is an application for the demolition of a Contributing resource.

Main Street Middletown works to promote the unique assets of the Main Street District – that includes the businesses and the buildings. Any tourist coming into Middletown is transported back in time with our Main Street that is full of historic buildings and a great history to match! The demolition of a building in a small historic district can have devastating impacts to the visual appeal and quality of the district.

Main Street Middletown also respectfully requests the Burgess and Commissioners to continue notification of when demolition permits are applied for so that we may have the opportunity to document the resource.

Title 17 - ZONING

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: ¶**

RECEIVED

APR 23 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, connected by a horizontal line.

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.<sup>00</sup>

SIGNED BY: Christen Wilson