



Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Pete K. Rahn, Secretary
Gregory C. Johnson, P.E., Administrator

April 12, 2016

Mr. Andrew J. Bowen
Town Administrator
31 West Main Street
Middletown, MD 21701

RECEIVED

APR 23 2016

TOWN OF MIDDLETOWN

RE: US 40 Alt. Middletown Streetscapes

Dear Mr. Bowen:

Enclosed for use of the Burgess and Commissioners of Middletown, Maryland is a Memorandum of Understanding ("MOU") between the Maryland State Highway Administration ("SHA") and the Burgess and Commissioners of Middletown ("TOWN") concerning the installation of Pedestrian Lighting ("LIGHTING") and the replace of an existing waterline ("REPLACEMENT").

Generally, the enclosed MOU establishes the terms for which SHA shall include LIGHTING and the REPLACEMENT in SHA's contract FR350C21 to construct new sidewalks along US. 40 Alternate. The TOWN shall reimbursed SHA for fifty percent (50%) of the cost of the lamp portion of the pedestrian lighting and 100 percent (100%) of the cost of the REPLACEMENT including SHA salaries and overhead costs for construction engineering services. Also, the TOWN shall be responsible for the design of the replacement.

Thank you for your assistance bringing the MOU to execution. Should you have any questions or concerns, please contact me by phone at (410 545-5547) or via email at dedwards4@sha.state.md.us.

Sincerely,

Dale Edwards
Assistant Agreements Coordinator
Office of Procurement and Contract Management

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

PO1505 M-1

MEMORANDUM OF UNDERSTANDING

US 40 Alt. Middletown Streetscape
by and between
Maryland State Highway Administration
and
The Burgess and Commissioners of Middletown, Maryland

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), executed in duplicate, made effective on this 12th day of April, 2016, by and between the Maryland State Highway Administration of the Maryland Department of Transportation, acting on behalf of the State of Maryland, hereinafter referred to as “SHA” and the Burgess and Commissioners of Middletown, a municipal corporation of the state of Maryland, hereinafter referred to as the “TOWN”.

WHEREAS, SHA is currently designing improvements under SHA Contract No. FR3505184 consisting of new sidewalks along US 40 Alternate from Ivy Hill Drive to Middletown Parkway, hereinafter referred to as “IMPROVEMENTS”; and

WHEREAS, the TOWN has requested SHA include pedestrian lighting, (“LIGHTING”) and the replacement of a waterline (“REPLACEMENT”) with the IMPROVEMENTS along US 40 Alternate; and

WHEREAS, the LIGHTING shall consist of all items to design and construct the new lighting, including but not limited to, conduit, foundations, pull-wire and hand boxes (“INFRASTRUCTURE”) and also shall include poles, pole supports, bracket arms, wiring and luminaries (“LAMPS”); and

WHEREAS, pursuant to the conditions of the SHA Pedestrian Lighting Policy dated September 9, 2008, SHA has agreed to design and construct the INFRASTRUCTURE at no cost to the TOWN and to provide funding in an amount equal to fifty percent (50%) of the basic LAMP system approved by SHA hereinafter called the “LIGHTING CONTRIBUTION”; and

WHEREAS, sometime the IMPROVEMENTS, LIGHTING and REPLACEMENT are collectively referred to as the “PROJECT”; and

WHEREAS, the TOWN shall pay electric energy cost for the LIGHTING; and

WHEREAS, the TOWN shall be responsible for the design of the REPLACEMENT

WHEREAS, the TOWN shall reimburse SHA for the construction of the REPLACEMENT including SHA salaries, payroll burden and overhead for Construction Engineering Services, estimated at Four Million Eight Hundred Three Thousand Seven Hundred Eighty Seven Dollars (\$4,803,787.00).

WHEREAS, the TOWN, its agents or assigns, shall own the IMPROVEMENTS, LIGHTING and REPLACEMENT and provide all maintenance and necessary repairs for these items; and

WHEREAS, SHA and the TOWN agree that the PROJECT will benefit the parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and the TOWN.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the mutual promises and other good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA and the TOWN do hereby agree as follows:

I. PROJECT DESCRIPTION and DEFINITIONS

The PROJECT shall generally consist of the IMPROVEMENTS, LIGHTING and REPLACEMENT.

- A. The IMPROVEMENTS shall generally consist of the design and construction of new sidewalks to be maintained by the TOWN and in accordance with the Town Code Title 12 Chapter 12.04. The PROJECT limits along US 40 Alternate are Ivy Hill Drive (Highway Location Reference 4.2 (HLR 4.2) to Middletown Parkway (HLR 6.3).
- B. The LIGHTING shall consist of the INFRASTRUCTURE and LAMPS.
 - 1. The INFRASTRUCTURE shall generally consist of the design and installation of the conduit system, hand holes and hand boxes necessary for the support of Forty Five (45) pedestrian light fixtures along US 40 Alternate.
 - 2. The LAMPS shall consist of, but not be limited to the foundations, poles, standard light fixtures, wiring, grounding system, lighting control cabinets, luminaries, and the necessary power drop for electrifying.
- C. The LIGHTING CONTRIBUTION consists of 50% of the cost of the LAMPS estimated at a total of One Hundred Seventy Five Thousand Dollars (\$175,000). The TOWN shall pay for 50% of the cost of the LAMPS.
- D. The REPLACEMENT shall consist of the construction of a waterline to replace the TOWN's old water main. The TOWN requested SHA to include twenty three (23) utility test holes for the design of the REPLACEMENT. The TOWN shall design the REPLACEMENT.

II. DESIGN PHASE

- A. SHA Responsibility
 - 1. SHA shall design the IMPROVEMENTS and LIGHTING.
 - 2. SHA shall provide the TOWN with four (4) sets of proposed final plans and estimates for the IMPROVEMENTS and LIGHTING, for review and comment. SHA shall have final authority for approval.
 - 3. SHA shall provide the TOWN with written review comments of all data or material provided by the TOWN for review within fifteen (15) working days following SHA's receipt thereof.
 - 4. In the event SHA desires to revise the IMPROVEMENTS and LIGHTING plans subsequent to final plan approval, but prior to award of bid or

initiation of construction activities, SHA shall provide the TOWN with written notification of said revisions including estimated costs.

B. TOWN Responsibility

1. The TOWN shall design the REPLACEMENT.
2. The TOWN shall provide SHA with four (4) sets of proposed final plans and estimates of the REPLACEMENT, for review and comment. SHA shall have final approval.
3. The TOWN shall provide SHA with written review comments of all data or material provided by SHA for review within fifteen (15) working days following the TOWN's receipt thereof.

III. PROJECT RIGHT-OF-WAY PHASE

A. SHA Responsibility

In the event additional property interests are required for the PROJECT in addition to those owned by the TOWN or SHA, SHA shall accomplish all tasks necessary to acquire all property interests (e.g., right-of-way, easement, fee simple acquisition) or right-of-entry needed for the construction of the PROJECT.

B. TOWN Responsibility

The TOWN shall provide, and by execution of the MOU does provide, a right-of-entry to SHA, its contractors, subcontractor, agents, and employees, onto all TOWN owned or controlled right of way needed for the PROJECT for the purpose of designing and constructing the PROJECT, with said right of entry to terminate upon final acceptance of the PROJECT by SHA.

IV. PROJECT CONSTRUCTION PHASE

A. SHA Responsibility

1. SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services (e.g., construction inspection and material testing / certification) for the PROJECT.
2. In the event that revisions to the PROJECT are required in SHA's sole judgment due to conditions encountered during construction, said revisions shall be promptly made by SHA without prior concurrence or approval by the TOWN in order to minimize or eliminate possible delay claims by SHA's construction contractor. The approval of the TOWN for revisions to the PROJECT will be requested but is not required.
3. SHA shall provide the TOWN with a copy of the apparent low bid which shall identify items associated with construction of the LIGHTING and REPLACEMENT.

4. SHA shall obtain all permits necessary to construct the PROJECT.
5. If appropriate, SHA shall provide the TOWN with an SHA district right-of-entry permit (“PERMIT”), to be renewed annually, and the PERMIT shall grant a right-of-entry onto SHA property, to TOWN personnel or, its agents, contractors or assigns, for the sole purpose of providing the necessary maintenance and repair of the IMPROVEMENTS, LIGHTING and the REPLACEMENT, if any SHA property is involved.

B. TOWN Responsibility

1. In the event the TOWN desires to make revisions to the PROJECT during construction, it shall promptly submit a request in writing to SHA for SHA approval, and shall include the requested revisions and their estimated costs. SHA may include such revisions in the PROJECT plans, provided that those revisions comply with SHA’s policies and specifications; however, SHA shall retain sole authority to determine such compliance. The TOWN agrees that any additional costs incurred by SHA to implement the revisions requested by the TOWN shall be the sole responsibility of the TOWN.
2. At its option and expense, the TOWN may provide an inspector during construction of the REPLACEMENT. SHA's PROJECT inspectors shall consult with the TOWN's inspector prior to decisions which affect the REPLACEMENT whenever such consultation does not create a delay claim situation or is not a case of an emergency. However, SHA's PROJECT inspectors shall have final authority during construction.

V. PROJECT DESIGN PHASE FUNDING

A. SHA Responsibility

1. SHA shall fund all costs associated with the design of the IMPROVEMENTS and the LIGHTING.
2. SHA shall fund the cost for design of the INFRASTRUCTURE estimated at Thirty Eight Thousand One Hundred Eighty Dollars (\$38,180.00) including SHA salaries, payroll burden and overhead for Construction Engineering Services, pursuant to Pedestrian Lighting Policy in section VII.B.4.a.

B. TOWN Responsibility

1. The TOWN shall be responsible for all costs incurred by the TOWN in the review of the PROJECT documents.
2. The TOWN shall be responsible for all costs associated with providing information requested by SHA for the design of the PROJECT.

VI. RIGHT-OF-WAY PHASE FUNDING

A. SHA Responsibility

SHA shall bear costs associated with the acquisition of property interests required to construct the PROJECT that are outside of the TOWN limits.

B. TOWN Responsibility

1. The TOWN shall be responsible for all costs incurred by the TOWN in granting SHA a right-of-entry onto all TOWN owned right-of-way needed for the PROJECT.
2. The TOWN shall be responsible for all costs incurred by the TOWN in assigning rights to SHA, its contractors, subcontractor, agents, and employees to all property interests acquired or owned by the TOWN that is needed for the construction of the PROJECT.

VII. PROJECT CONSTRUCTION PHASE FUNDING

A. SHA Responsibility

1. SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services (construction inspection, material, testing/certification) for the PROJECT.
2. SHA shall fund all costs associated with the construction of the IMPROVEMENTS.
3. SHA shall fund the cost for construction of the INFRASTRUCTURE, estimated at Three Hundred Eleven Thousand One Hundred Forty Three Dollars (\$311,143.00) including SHA's salaries, payroll burden, and overhead, pursuant to the Pedestrian Lighting Policy, section VII.B.4.a.
4. SHA shall fund the LIGHTING CONTRIBUTION which represents fifty percent (50%) of the costs of the LAMPS, including SHA's salaries, payroll burden, and overhead, all of which is estimated at One Hundred Seventy Five Thousand Dollars (\$175,000).
5. SHA shall provide an invoice to the TOWN, on a periodic basis, for all costs incurred by SHA for fifty percent (50%) of the construction of the LAMPS and 100% of the construction cost for the REPLACEMENT. Invoices shall include SHA's normal documentation to evidence all actual costs for the LAMPS and REPLACEMENT including SHA's salaries, payroll burden and overhead for Construction Engineering Services.
 - i. The cost of the REPLACEMENT is estimated to be Four Million Eight Hundred Three Thousand Seven Hundred Eighty Seven Dollars (\$4,803,787.00), including SHA direct salaries, payroll burden and overhead for Construction Engineering Services. The Town will provide inspection of the REPLACEMENT to SHA Standards and requirements. The estimate for completing the inspection is Five Hundred Fifty Five Thousand Eight Hundred Thirty Six Dollars (\$555,836) or Fourteen and Four Tenths Percent (14.4%) of the construction cost. Inspections will be coordinated

with SHA and, while SHA's inspection time of the waterline has been reduced, the TOWN will still incur inspection costs from SHA. This cost is an estimate only and the TOWN shall be responsible for all actual cost for the REPLACEMENT.

6. In the event SHA does not receive payment of an invoice or notices of disputes within thirty (30) days following TOWN's receipt of an invoice, SHA will notify the TOWN of the overdue amount and provide the TOWN the opportunity to pay such overdue amount within thirty (30) days following such notification. If payment has not been received within thirty (30) days, SHA will notify the TOWN in writing that SHA will proceed to deduct such amount from the TOWN's share of Highway User Revenue equal to the overdue invoice amount.

B. TOWN Responsibility

1. The TOWN shall be responsible for fifty percent (50%) of the cost incurred by SHA for the LAMPS and one hundred percent (100%) of the cost for the REPLACEMENT.
2. The TOWN shall be responsible for fifty percent (50%) of the total cost for the LAMPS which total cost is estimated at One Hundred Seventy Five Thousand Dollars (\$175,000).
3. The TOWN shall within thirty (30) days of receipt of each periodic invoice from SHA, reimburse SHA for all cost incurred by SHA for construction of the REPLACEMENT. The cost of the REPLACEMENT is estimated to be Four Million Eight Hundred Three Thousand Seven Hundred Eighty Seven Dollars (\$4,803,787.00), including SHA salaries, payroll burden and overhead for Construction Engineering Services. The Town will provide inspection of the REPLACEMENT to SHA Standards and requirements. The estimate for completing the inspection is Five Hundred Fifty Five Thousand Eight Hundred Thirty Six Dollars (\$555,836) or Fourteen and Four Tenths Percent (14.4%) of the construction cost. Inspections will be coordinated with SHA and, while SHA's inspection time of the waterline has been reduced, the TOWN will still incur inspection costs from SHA.
4. In the event the awarded low bid for the LAMPS is more than the TOWN's allocated funding, the TOWN shall: (1) allocate additional funding to match the awarded low bid plus SHA's direct salaries, payroll burden and overhead, (2) revise the scope of work and delete items from the PROJECT contract items to stay within current allocations, or (3) reject all bids in their entirety and, unless the TOWN shall have installed the LAMPS in accordance with subsection(a) below, reimburse SHA for all costs incurred by SHA to date on the TOWN's behalf and for all costs and expenses for such deletion from SHA's contract to include, but not be limited to, claims, revisions, salaries, payroll burden and overhead.

require that the TOWN install the LAMPS within three (3) years of the TOWN accepting the PROJECT for maintenance. In the event the TOWN does not install the LAMPS so as to have an operational pedestrian lighting system within the three (3) year period, the TOWN will be required to reimburse SHA for the cost to design and construct the INFRASTRUCTURE and any SHA costs for relocation of utilities for installation of the INFRASTRUCTURE; otherwise SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to the total cost to design and construct the INFRASTRUCTURE, including utility relocations not governed by prior rights of SHA or the TOWN, and SHA's direct salaries and payroll burden for Construction Engineering Services and other direct costs such as consultant services and materials. For purposes of this MOU, the costs for SHA to design and construct the INFRASTRUCTURE is Three Hundred Forty Nine Thousand Three Hundred Twenty Three Dollars (\$349,323.00) including SHA salaries, payroll burden and overhead. This cost is an estimate only and the TOWN will be required to pay actual costs incurred.

5. In the event the TOWN does not reimburse SHA as required herein, SHA may make a deduction from the TOWN's share of Highway User Revenues in the amount equal to the SHA's cost to design and/or construct the INFRASTRUCTURE, LAMPS, and the REPLACEMENT including SHA's direct salaries, payroll burden and overhead for Construction Engineering Services and other direct costs such as consultant services and materials.

VIII. GENERAL

- A. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- B. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- C. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- D. The parties hereby agree and affirm that the persons executing this MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of the MOU shall lie on the ground that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.
- E. All parties to this MOU shall comply with the requirements of APPENDIX A (2 pages) and APPENDIX E (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations.

Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.

F. All notices and/or invoices, if to the TOWN, shall be addressed to:

Andrew J. Bowen
Town Administrator
31 West Main Street,
Middletown, MD 21769
Phone: 301-371-6171 Ext. 12
E-mail: abowen@ci.middletown.md.us

If to SHA:

Mark Crampton District Engineer, District 7
State Highway Administration
5111 Buckeystown Pike
Frederick MD 21701-2145
Phone 301-624-8101
Fax 301-625-8225
E-mail: mcrampton@sha.state.md.us

With a copy to:

SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
Mail Stop C-405
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-4300
Fax: 410-209-5025
E-mail: SHAAgreementsTeam@sha.state.md.us

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

**STATE HIGHWAY
ADMINISTRATION**

WITNESS:

Marilyn D. Hill

BY: Gregory C. Johnson (SEAL)
Gregory C. Johnson, P.E.
Administrator

4/8/2016
Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Libby C. Rappaport
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

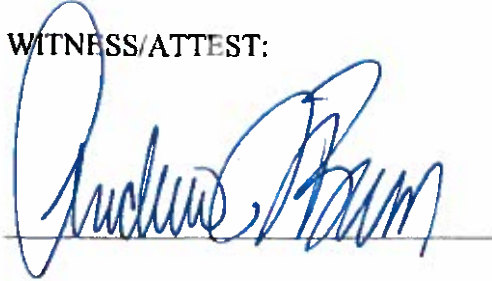
David J. Coyne
David J. Coyne
Deputy Administrator/Chief Engineer
for Operations

Gregory I. Slater
Gregory I. Slater
Acting Deputy Administrator/Chief Engineer
for Planning, Real Estate and
Environment

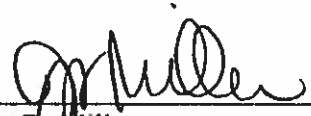
Lisa B. Connors
Lisa B. Connors
Director
Office of Finance

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN
FREDERICK COUNTY, MARYLAND**

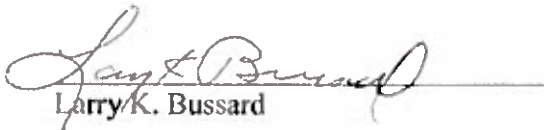
WITNESS/ATTEST:



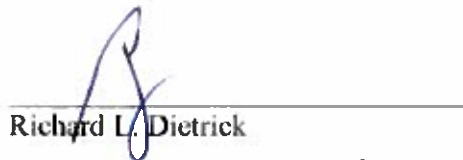
Andrew Baum

BY:  (SEAL)
John D. Miller
Burgess
March 28, 2016
Date

COMMISSIONERS:



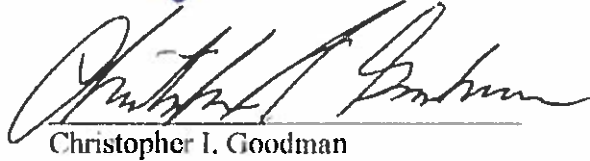
Larry K. Bussard



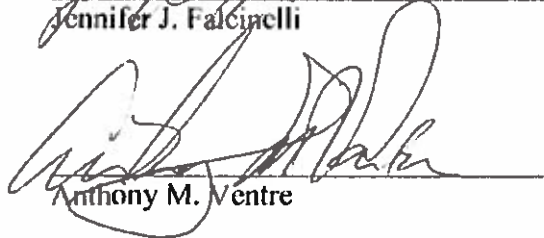
Richard L. Dietrick



Jennifer J. Falcinelli



Christopher I. Goodman



Anthony M. Ventre

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



John R. Clapp
Town Attorney

BY: _____