



**Town of Riverdale Park  
Legislative Meeting  
April 1, 2019  
8:00 p.m.  
AGENDA**

**Call to Order  
Pledge of Allegiance  
Approval of Agenda**

**Presentation**

- Delivery of FY2020 Proposed Operating and Capital Improvement Budget

**Correspondence Summary**

**Mayor's Report**

- Notice of Closed Meeting held on March 11, 2019

**Town Manager's Report and Finance Report**

**Fire Department Report**

**Council Committee & Ward Reports**

**Public Comments on Non-Agenda Items and Consent Agenda Items**

**Consent Agenda**

Motion to approve consent agenda items:

1. Minutes: March 4, 2019 Legislative Meeting; February 25, 2019 Special Legislative Meeting; February 25, 2019 Work Session

**Legislative Action Items:**

1. Motion to appoint Paul Smith, Director of Finance and Employee Services, as Acting Town Manager effective April 17, 2019
2. Motion to authorize Town Manager to enter into an agreement for Lawn Mowing and Maintenance Services with Motir Services, Inc., for an amount not to exceed \$66,800
3. Motion to authorize staff to sign a Memorandum of Understanding (MOU) for City of Hyattsville Criminal Intelligence Network (MCIN) Coalition and a Municipal Mutual Aid Agreement
4. Introduction of Ordinance 2019-OR- 04 regarding Competitive Negotiated Sale of 4603 East West Highway
5. Motion to authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals recommending approval of variance request for 5912 48th Avenue; variances of 5 feet front yard depth and 5.5 feet side street yard depth, and 33 feet front street line setback, 17.5 feet side street line setback and a waiver of the rear yard location requirement (Ward 3)
6. Motion to adopt Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses
7. Motion to adopt with amendments Ordinance 2019-OR-03 regarding Wireless Telecommunications Facilities in Public Rights-of-Way
8. Motion to authorize Town Manager to send a letter to Prince George's County Department of Permitting, Inspections, and Enforcement in support of a Food Truck Hub in Discovery District
9. Motion to repeal and replace Resolution 2019-R-02 regarding Election Judges

**Unfinished Business**

1. Members of the Board of Election Appeals

**New Business**

**Adjournment**

*All members of the public in attendance are honorary members of the Council, and as such may comment on all items under discussion (subject to the same Rules of Order that apply to elected Council Members). If you have questions or comments, please stand at the microphone to be recognized.*

**Town of Riverdale Park**  
**Legislative Meeting Minutes**  
**March 4, 2019**  
**8:00 p.m.**

**In Attendance**

Mayor Alan K. Thompson  
CM Marsha Dixon, Ward 1  
CM Aaron Faulx, Ward 2  
CM David Lingua, Ward 3  
CM Christopher Henry, Ward 4

John N. Lestitian, Town Manager  
David Morris, Police Chief  
Jessica Barnes, Town Clerk  
Paul Smith, Director of Finance and Employee Services

**Call to Order**

Mayor Thompson called the Legislative Meeting to order at 8:15 p.m.

**Pledge of Allegiance**

The Pledge of Allegiance was recited followed by a moment of reflection.

**Approval of Agenda**

CM Lingua made a motion to approve the agenda as amended. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

*Discussion:*

Mayor Thompson stated that staff had requested that Legislative Action Item 5 be removed from the agenda.

**Presentations**

Ethics Awareness Month Proclamation

Mayor Thompson read a proclamation in English and in Spanish recognizing March as Ethics Awareness month.

Ethics Commission Presentation

John Wells, Chairman of the Riverdale Park Ethics Commission, gave an overview of the role and responsibilities of the Ethics Commission.

Mayor Thompson thanked the members of the Ethics Commission for their service.

Swearing-in of Deputy Chief Election Judge

Mayor Thompson administered the Oath of Office to Deputy Chief Election Judge Joseph Mooney.

FY2020 Budget Fund Balances

Finance and Employee Services Director Paul Smith gave an overview of the Town's funds and their balances and projections.

*Discussion:*

Mayor Thompson gave an overview of the TIF Fund.

**Correspondence Summary**

The Correspondence Summary was included in the meeting materials.

**Mayor's Report**

Mayor Alan K. Thompson reported:

- Overview of Closed Meeting on February 25<sup>th</sup> at 7:05 p.m.: discussion regarding barriers to a business considering locating in Town and how the Town can assist (statute #4) and items related to the Town Manager (statute #1). Mayor Thompson reported that CMs Dixon, Faulx, and Richardson were also in attendance.
- Overview of Closed Meeting on March 4<sup>th</sup> at 7:35 p.m.; a finding was made that discussing the matter publicly would adversely impact the Town's ability to negotiate (statute #14) regarding residential trash collection services. Mayor Thompson reported that CMs Dixon, Faulx, and Lingua were also in attendance.
- Update on the property north of Riverdale Park Station (owned by WMATA): M-NCPPC has placed a bid on the property
- Enjoyed watching the Mardi Gars 5K on Saturday morning!
- Overview of request made by 7-Eleven to build a monument sign and the recommendations made by the Mixed-Use Town Center Local Design Review Committee (MUTC) and the Town to deny the request. Town Manager Lestitian will attend the Planning Board hearing on March 7<sup>th</sup> at 9:30 a.m. in the County Administration building. All residents are welcome to attend.
- Update on Purple Line progress: one lane on Kenilworth Avenue heading southbound from River Road to East West Highway will be closed starting March 18<sup>th</sup>; Route 1 in College Park, north of campus, will also have lane closures.

*Discussion:*

Resident Bob Smith asked if there would be an opportunity for the public to comment on the bids for Residential Trash Collection Services. Mayor Thompson replied that there would be the opportunity for public comments on that topic at a future meeting.

**Town Manager Report**

Town Manager John N. Lestitian reported:

- State of the Town will be held on March 18<sup>th</sup> at 7:00 p.m. at Town Hall
- Field of Dreams Design Concept Community Meeting will be held on Saturday, March 23<sup>rd</sup> at 9:30 a.m. at Town Hall

**Finance Report**

As of February 28, 2019, subject to audit:

Expenses: \$396,696

Revenue: \$112,012

CM Lingua made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

### *Discussion:*

Town Manager Lestitian gave an overview of the revised Constant Yield Notice that had been received by Town staff earlier in the day. Town Manager Lestitian stated that balancing the FY2020 budget would require a great deal of work and staff were examining ways to use savings from the last fiscal year to close the gap.

CM Henry asked for clarity regarding the impact of the constant yield rate. Town Manager Lestitian stated that the real property tax base was not reflecting as big of an increase as had been anticipated.

Resident Corey Bettenhausen asked if the State provided maps so that staff could see where the properties were located (that are no longer on the Town's tax rolls). Town Manager Lestitian stated that staff would be working with the State to gather more information.

CM Henry asked if staff had made a comparison to other towns in the area. Town Manager Lestitian stated that staff had not done so yet as the revised Constant Yield Notice had been received earlier in the day and staff would continue to ask more questions to get clarity.

### **Fire Department Report**

Mayor Thompson read the Fire Department's report that was included in the meeting materials.

### **Council Committee & Ward Reports**

#### **CM Marsha Dixon, Ward 1**

CM Marsha Dixon reported:

- Suggested that residents try to attend M-UTC meetings as they are very informative
- M-UTC strongly opposed the 7-Eleven monument sign; encouraged residents to attend the Planning Board meeting on March 7<sup>th</sup> regarding the sign
- Would like to see a proclamation for Women's History Month in the future
- Prince George's County Municipal Association met in Riverdale Park and Prince George's County Arts and Humanities Council was in attendance. CM Dixon discussed her desire to see murals in Town.

#### **CM Aaron Faulx, Ward 2**

CM Aaron Faulx reported:

- Encouraged everyone to attend the upcoming Community Meeting about the design of the Field of Dreams
- Reminded residents to take advantage of the Rain Check Rebate Program offered by Prince George's County Department of the Environment

#### **CM David Lingua, Ward 3**

CM David Lingua reported:

- Next meeting of CKAR meeting will be held on March 5<sup>th</sup> from 6 p.m. to 8 p.m.
- Received inquiries from Ward 3 residents regarding Town permit parking areas- reminded residents that permit parking can be removed if all residents in the affected area request it
- Veteran Cleveland Moffett, Jr. passed away on February 12<sup>th</sup>. Mr. Moffett was the last surviving member of the committee that was formed to build the Veterans Monument in Town.



## **CM Christopher Henry, Ward 4**

CM Christopher Henry reported:

- Over the last two months wheels have been stolen and a vehicle was stolen in Madison Hill
- Congratulations to Corporal Larry Hayes on his retirement- thank you for your service!
- Lt. Andrew Powell will be sworn-in as the new Deputy Chief of Takoma Park Police Department and he plans to attend his upcoming swearing-in
- Appreciates the officers of Riverdale Park Police Department (RPPD)
- Suggested that RPPD look for recent college graduates as part of their recruitment process
- Thank you to the Town staff for their work.
- Thank you to residents for their support.
- Thank you to Director Ivy Lewis for coming out to Ward 4 to discuss the impact of the Purple Line

Mayor Thompson reported that CM Colleen Richardson was unable to attend the meeting as she was sick and CM Hala Mayers would be unable to attend meetings/events until March 11<sup>th</sup>.

### **Public Comments on Non-Agenda Items and Consent Agenda Items**

There were no public comments on non-agenda items and consent agenda items.

### **Consent Agenda**

Motion to approve consent agenda items:

1. Fence permit application: 6-foot wooden fence at 4711 Nicholson Street
2. Minutes: January 28, 2019 Work Session, January 28, 2019 Special Legislative Meeting and December 17, 2018 Work Session

CM Lingua made a motion to approve the Consent Agenda. CM Henry seconded the motion.  
Vote: 4-0-1 (favorable, Mayor Thompson abstained)

### **Legislative Action Items:**

1. Introduction of Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses

CM Dixon introduced Ordinance 2019-OR-02 Chapter 42 Business Licenses.

Town Manager Lestitian outlined the changes that had been made to the legislation as a result of discussions at previous Council meetings. Town Manager Lestitian stated that there would be more discussion at an upcoming meeting regarding alcohol licensing fees.

2. Introduction of Ordinance 2019-OR-03 authorizing wireless and wireline broadband deployment in the public rights of way

CM Faulx introduced Ordinance 2019-OR-03 authorizing wireless and wireline broadband deployment in the public rights of way

Mayor Thompson gave an overview of the issue and provided examples of the impact on other jurisdictions.

3. Motion to authorize the Town Manager to enter into an agreement with Prince George's County regarding fuel and vehicle maintenance

CM Lingua made a motion to authorize the Town Manager to enter into an agreement with Prince George's County regarding fuel and vehicle maintenance. CM Faulx seconded the motion. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

CM Lingua gave an overview of the reason for the agreement with Prince George's County.

CM Henry stated that he recalled that some maintenance was done to the Town's fuel tank and asked if the equipment had been maintained. Town Manager Lestitian gave an overview of the cost to upgrade components of the tank, the inspection fees paid by the Town annually, and the cost of insurance for the fuel tank.

Town Manager Lestitian provided an overview of the process for determining fuel rates.

4. Motion to authorize the Town Manager to enter into an agreement with Alacrity to provide collection services

CM Dixon made a motion to authorize the Town Manager to enter into an agreement with Alacrity to provide collection services. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

*Discussion:*

The Council discussed the forms (envelopes and letters) provided by Alacrity.

Resident Bob Smith asked why collection services had not gone through a RFP/Bid process. Town Clerk Barnes explained that the contract itself had no value as there were no fees associated with contracting with the vendor. Town Manager Lestitian stated that there was no way to determine how much of the outstanding revenue would be collected or if it could be collected.

5. Motion to add Election Judges and Members of the Board of Election Appeals to previously adopted resolutions

Mayor Thompson stated that he planned to appoint Steven Glaros to the Board of Election Appeals.

Town Clerk Barnes suggested that the Council repeal the previously adopted resolution and replace it with an updated resolution once all of the appointees were identified. Mayor Thompson requested that the Council provide the names of their appointees to the Town Clerk.

6. Motion regarding a letter to National Capital Region Transportation Planning Board regarding MARC VRE Connection

CM Lingua made a motion to authorize the Town Manager to send a letter of support to the National Capital Region Transportation Planning Board regarding the MARC VRE Connection. The motion was seconded by CM Faulx. Vote: 4-0 (favorable)

### **Unfinished Business**

Mayor Thompson stated that a draft of the Town Manager's performance review was distributed to the Council. The Council decided that they would meet in a closed session on Monday, March 11<sup>th</sup> at 7:30 p.m. (tentative) to discuss the Town Manager's performance review.

### **New Business**

- DPW 19-002 Residential Trash Collection Services:  
Mayor Thompson stated that he had previously reported on the closed session related to residential trash collection services.
- 7-Eleven monument sign:  
Mayor Thompson reminded residents to attend the upcoming Planning Board meeting.
- FY2020 Budget:  
Resident Bob Smith thanked staff for all of their hard work in preparing the budget. Mr. Smith stated that it had been a very informative and open process.

### **Adjournment**

CM Faulx made a motion to adjourn the meeting at 10:20 p.m. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

**Town of Riverdale Park**  
**Special Legislative Meeting Minutes**  
**February 25, 2019**

**In Attendance**

Alan K. Thompson, Mayor  
CM Marsha Dixon, Ward 1  
CM Aaron Faulx, Ward 2  
CM David Lingua, Ward 3  
CM Colleen Richardson, Ward 5

John N. Lestitian, Town Manager  
Jessica Barnes, Town Clerk  
Paul Smith, Finance and Employee Services Director  
Ivy Lewis, Public Projects and Services Director  
Keith Robinson, Program Specialist  
David Morris, Chief of Police  
James Davis, Operations Manager

**Call to Order**

Mayor Thompson called the Special Legislative meeting to order at 8:06 p.m.

**Approval of the Agenda**

CM Faulx made a motion to approve the Special Legislative meeting agenda for February 25, 2019. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

**Presentation**

**Bid Opening: DPW 19-002 Residential Trash Collection Services**

Town Manager Lestitian gave an overview of the bid for Residential Trash Collection Services.

Town Clerk Jessica Barnes reported that two submissions had been received prior to the deadline. Ms. Barnes opened the bid packages and reported:

	65-gallon trash cans	95-gallon trash cans
MBG Enterprises, Inc.	\$25.82	\$27.00
Bates Trucking	\$19.50	\$19.50

Town Manager Lestitian clarified that the prices reported were per household per month.

**Public Comments**

Resident Sheila Smith of 5001 Riverdale Road asked if the Town would consider anything besides prices when selecting a residential trash vendor. She asked if the business practices of the vendors would also be considered. Town Clerk Barnes stated that the bid opening was the first

step in the process and staff would review the bid submissions and check references before any recommendations were made.

**New Business**

There was no new business.

**Unfinished Business**

There was no unfinished business.

**Adjournment**

CM Dixon made a motion to adjourn the Special Legislative Meeting at 8:15 p.m. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

**Town of Riverdale Park**  
**Work Session Minutes**  
**February 25, 2019**  
**8:00 p.m.**

**In Attendance**

Alan K. Thompson, Mayor  
CM Marsha Dixon, Ward 1  
CM Aaron Faulx, Ward 2  
CM David Lingua, Ward 3  
CM Colleen Richardson, Ward 5 (left at 9:41 p.m.)

John N. Lestitian, Town Manager  
Jessica Barnes, Town Clerk  
Paul Smith, Finance and Employee Services Director  
Ivy Lewis, Director of Public Projects and Services  
David Morris, Chief of Police  
James Davis, Operations Manager  
Keith Robinson, Program Specialist

**Call to Order**

Mayor Thompson called the work session to order at 8:15 p.m.

**Mayor's Report**

Mayor Alan Thompson deferred most of his report to the March 4<sup>th</sup> Legislative Meeting.

Mayor Thompson gave a report on the Closed Meeting held on February 25<sup>th</sup> regarding barriers to a business considering locating in Town (statute #4) and items related to the Town Manager (statute #1).

**Public Comments**

Resident Corey Bettenhausen of 4500 Riverdale Road, made two recommendations based on the final report of the President's Task Force on Community Policing; 1) Annual (or bi-annual) community surveys and use of results of surveys as a guide for outreach activities and evaluation of outreach efforts; 2) decrease the length of shifts for officers from 12 hours to 10 hours.

**Presentations**

Budget: FY2020 Revenue Projections

Finance Director Paul Smith presented an overview of revenue sources, FY2019 budget actuals, and FY2020 projections.

*Discussion:*

Town Manager Lestitian discussed the Constant Yield Notice and stated that further review was needed.

**Town Manager's Report**

Town Manager John N. Lestitian reported:

- State of the Town was scheduled for March 18<sup>th</sup> at 7:00 p.m. at Town Hall

- Town has advertised for police officer and dispatcher positions through the new automated HR system, Bamboo HR
- Repositioning of Office of Administrative Services (OAS) and hiring of two Program Specialists: TJ Sundberg and Keith Robinson
- Discussion regarding the potential repositioning of Department of Public Works as related to Discussion Item 9
- Reminder regarding upcoming road closures for Mardi Gras 5K to be held on March 2<sup>nd</sup>

*Discussion:*

Mayor Thompson stated that he was happy to see the increase in social media posts.

## **Council Committee & Ward Reports**

### **CM Marsha Dixon, Ward 1**

CM Marsha Dixon deferred her report to the March 4<sup>th</sup> Legislative Meeting.

### **CM Aaron Faulx, Ward 2**

CM Aaron Faulx deferred his report to the March 4<sup>th</sup> Legislative Meeting.

### **CM David Lingua, Ward 3**

CM David Lingua deferred his report to the March 4<sup>th</sup> Legislative Meeting.

### **CM Colleen Richardson, Ward 5**

CM Colleen Richardson deferred her report to the March 4<sup>th</sup> Legislative Meeting.

## **Discussion Items**

1. Fence permit application: 6-foot wooden fence at 4711 Nicholson Street

CM Lingua gave an overview of the request. CM Lingua requested that Discussion Item 1 be placed on the Consent Agenda for the March 4<sup>th</sup> Legislative Meeting. There were no objections.

2. Amendments to Chapter 42 Licenses

Town Manager Lestitian stated that staff had tried to streamline the licensing process and clarify language through the proposed legislation. Town Manager Lestitian discussed the section of the legislation regarding Mobile Vendors and enforcement.

Resident Doug Jarman of Mister Magic Ice Cream, discussed his concerns regarding unlicensed vendors and their impact on his business. Mr. Jarman stated that he needed the Town's support to protect his business. Mayor Thompson discussed the Town's limitations on enforcement.

Town Manager Lestitian stated that staff would add language to address door-to-door sales and provide a report on fee structures.

3. Partnership with Prince George's County: Fuel Agreement

Public Projects and Services Director Ivy Lewis gave an overview of the Memorandum of Understanding with Prince George's County regarding fuel and the estimated cost savings to the Town.

4. Aging Accounts Receivable: Collection Agency

Program Specialist Keith Robinson gave an overview of the Town's aging accounts receivable and the recommendation to utilize Alacrity Collection Services to attempt to collect the outstanding revenue.

Resident Sheila Smith of 5001 Riverdale Road asked for clarification regarding the process for selecting a vendor. Resident Corey Bettenhausen asked for confirmation that the recommended vendor was a legitimate and reputable business. Town Clerk Barnes gave an overview of the selection process. Ms. Barnes explained that three vendors had been selected and evaluated by Riverdale Park Police Department staff and additional review was completed by Administrative Services staff, to include outreach to other municipalities.

Resident Bob Smith of 5001 Riverdale Road asked if collection services would be going out to bid. Town Manager Lestitian stated that staff did not have any data to indicate how much, if any, of the outstanding revenue would be able to be collected and there were no fees associated with the contract if the vendor was unable to collect.

CM Lingua requested that Alacrity provide a sample of the letter and envelope that would be used when attempting to collect the outstanding revenue.

5. MARC VRE Connection

Town Manager Lestitian provided an overview of the MARC VRE Connection and asked for direction from the Mayor and Council regarding whether the Town would like to provide comments on the plan.

Mayor Thompson stated that the plan would provide more employment options for residents. CM Faulx stated that it was a great opportunity and he had positive experiences when using MARC.

6. Mixed-Used Town Center (M-UTC) Local Design Review Committee resignation and appointment recommendation

Mayor Thompson stated that there was a vacancy on M-UTC and gave an overview of the process for selecting a replacement. Mayor Thompson stated that outreach would be done through all channels of communication as well as through social media.

7. Ordinance authorizing wireless and wireline broadband deployment in the public rights of way

Mayor Thompson provided an overview of the issue and the need for legislation.

8. Appointment of Election Judges and Members of the Board of Election Appeals



Mayor Thompson asked that the Council forward the names of their appointees to the Town Clerk.

9. DPW repositioning and expanding efforts: Bid No. DPW 19-001 Lawn Mowing and Maintenance Services

Public Projects and Service Director Ivy Lewis stated that contracting out lawn mowing services would allow for staff to devote more time to community priorities. Director Lewis provided an outline of the areas in Town that would be covered by a lawn mowing contract.

CM Lingua asked about cooperation between the selected contractor and Department of Public Works (DPW) staff. Operations Manager James Davis reported that DPW would still collect leaves and handle snow removal.

Mayor Thompson stated that the agreement needed an early termination clause for lack of performance.

Resident Sheila Smith of 5001 Riverdale Road stated that she was recently driving behind a Town vehicle and saw staff stop to pick up tree branches. She commended staff for their efforts to keep the Town safe and clean.

10. Minutes

Mayor Thompson requested that the Council make staff aware of any changes that were needed to the minutes.

**Unfinished Business**

There was no unfinished business.

**New Business**

Mayor Thompson reported that the Town had recently hosted a Prince George's County Municipal Association meeting and the event went very well.

**Adjournment**

The meeting was adjourned at 10:15 p.m.



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: April 1, 2019

RE: Correspondence Summary- April 1, 2019

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	Date	Sender	Subject
1	March 15, 2019	Prince George's County Government Office of the Clerk of the Council	CR-18-2019 – A Resolution concerning the 2008 Water and Sewer Plan (December 2018 Cycle of Amendments)

**Town Hall • 5008 Queensbury Road • Riverdale Park • Maryland 20737**

**[www.RiverdaleParkMD.gov](http://www.RiverdaleParkMD.gov)**

**Telephone - 301.927.6381**



# THE PRINCE GEORGE'S COUNTY GOVERNMENT

Office of the Clerk of the Council  
(301) 952-3600

March 15, 2019

D. Lee Currey, Director  
Water and Science Administration  
1800 Washington Boulevard, Suite 405  
Baltimore, Maryland 21230-4718

Re: CR-18-2019 – A Resolution concerning the 2008 Water and Sewer Plan  
(December 2018 Cycle of Amendments)

Dear Mr. Currey:

Pursuant to Section 9-515 of the Annotated Code of Maryland, Environment Article concerning Ten Year Water and Sewerage Plans, enclosed are five copies of CR-18-2019 which proposes to change the water and sewer service designation of property within the 2008 Ten Year Water and Sewerage Plan.

This Resolution was introduced by the Prince George's County Council on Tuesday, March 12, 2019 and will be scheduled for public hearing on Tuesday, April 16, 2019 at 2:00 p.m., in the Council Hearing Room, County Administration Building, Upper Marlboro, Maryland.

Your comments are invited.

Sincerely,

A handwritten signature in black ink, appearing to read "Redis C. Floyd".

Redis C. Floyd  
Clerk of the Council

Enclosure

cc: (See attached list)

**County Administration Building – Upper Marlboro, Maryland 20772**

cc: Mr. Steve Walz, Director  
Department of Environmental Programs  
Metropolitan Washington, Council of  
Governments  
777 North Capitol Street, N.W., Suite 300  
Washington, D.C. 20002

Mr. Gary Gumm, Chief Engineer  
WSSC – Engineering & Construction Team  
14501 Sweitzer Lane  
Laurel, Maryland 20707

Mr. Michael Harmer  
WSSC – Group Leader, Development  
Services  
14501 Sweitzer Lane  
Laurel, Maryland 20707

Mr. Peter Conrad, Manager  
Local Assistance and Training  
Maryland Department of Planning  
301 West Preston Street  
Baltimore, Maryland 21201

Planning, Recycling and Outreach  
Program  
Waste Management Administration  
Maryland Department of the Environment  
1800 Washington Blvd., Suite 610  
Baltimore, Maryland 21230-1719

The Honorable Angela D. Alsobrooks  
County Executive  
1301 McCormick Drive  
Suite 400  
Largo, MD 20774

Pamela B. Creekmur  
Health Officer  
Prince George's County Health Department  
Cheverly, Maryland 20785

Ms. Shirley Anthony Branch  
Dept. of Permitting, Inspections &  
Enforcement  
9400 Peppercorn Place Suite 230

Elizabeth M. Hewlett, Chairman  
Prince George's County Planning Board  
CAB – 4th Floor

Tiffany Williams Jennings  
Planner Coordinator  
M-NCPPC - CAB – 4th Floor

Mr. John Leocha  
Maryland Department of Planning  
Natural Resources Section  
301 West Preston Street, Room 1101  
Baltimore, Maryland 21202

Christopher Lawson, Vice Chair  
Washington Suburban Sanitary Commission  
14501 Sweitzer Lane  
Laurel, Maryland 20707

Ms. Maria Martin, Supervisor  
Special Projects Section  
M-NCPPC  
CAB – 4th floor

All Municipalities



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 3/12/2019 **Effective Date:**  
**Reference No.:** CR-018-2019 **Chapter Number:**  
**Draft No.:** 1 **Public Hearing Date:**  
**Proposer(s):** County Executive  
**Sponsor(s):**  
**Item Title:** A RESOLUTION CONCERNING THE 2008 WATER AND SEWER PLAN  
(DECEMBER 2018 CYCLE OF AMENDMENTS) for the purpose of changing the  
water and sewer category designations of properties within the 2008 Water and  
Sewer Plan.

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**Drafter:** Shirley Anthony Branch, Department of Permitting, Inspections and  
Enforcement  
**Resource Personnel:** Candice D. Austin, Office of the County Executive

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
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### AFFECTED CODE SECTIONS:

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### BACKGROUND INFORMATION/FISCAL IMPACT:

The 2008 Water and Sewer Plan provides for three cycles of category change requests annually to amend the Plan. This Resolution represents the December 2018 Cycle of Amendments.

The 2008 Water and Sewer Plan was adopted by CR-91-2008, and amended by CR-17-2009, CR-52-2009, CR-5-2010, CR-19-2010, CR-82-2010, CR-20-2011, CR-4-2012, CR-19-2012, CR-27-2012, CR-71-2012, CR-20-2013, CR-50-2013, CR-92-2013, CR-11-2014, CR-57-2014, CR-16-2015, CR-45-2015, CR-43-2016, CR-62-2016, CR-23-2017, CR-58-2017, CR-03-2018, CR-06-2018, and CR-34-2018.

One (1) category change request is in the Parkway sewer basin, five (5) are in the Western Branch sewer basin, one (1) is in the Piscataway sewer basin, and one (1) in the Mattawoman sewer basin.

Environment Article, Title 9, Subtitle 5, of the Maryland Annotated Code, sets procedures for amendments and revisions to the Plan. At least 30 days prior to the public hearing on the amendments, the County Council must submit to the Washington Suburban Sanitary Commission and Maryland-National Capital Park and Planning Commission a copy of the resolution for their recommendations.

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**Document(s): R2019018, CR-18-2019 Attachments**



**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND****2019 Legislative Session**Resolution No. CR-18-2019Proposed by The Chairman (by request – County Executive)

Introduced by \_\_\_\_\_

Co-Sponsors \_\_\_\_\_

Date of Introduction March 12, 2019**RESOLUTION**

1 A RESOLUTION concerning

2 The 2008 Water and Sewer Plan (December 2018 Cycle of Amendments)

3 For the purpose of changing the water and sewer category designations of properties within the  
4 2008 Water and Sewer Plan.5 WHEREAS, Title 9, Subtitle 5 of the Environment Article of the Annotated Code of  
6 Maryland requires the County to adopt a comprehensive plan dealing with water supply and  
7 sewerage systems, established the procedures governing the preparation and adoption of said  
8 plan, and provides for amendments and revisions thereto; and9 WHEREAS, pursuant to said procedures, the County Executive submitted to the County  
10 Council her recommendations on water and sewer plan amendment requests within the  
11 December 2018 Cycle of Amendments; and12 WHEREAS, the County Council received testimony through an advertised public hearing  
13 on the December 2018 Cycle of Amendments; and14 WHEREAS, the County Council notified the Washington Suburban Sanitary Commission,  
15 the Maryland-National Capital Park and Planning Commission, the State and County Health  
16 Departments, the Maryland Department of Planning and the Maryland Department of the  
17 Environment of the public hearing and provided each agency with copies of the December 2018  
18 Cycle of Amendments.19 SECTION 1. NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince  
20 George's County, Maryland, that the Prince George's County 2008 Water and Sewer Plan, as  
21 adopted by CR-91-2008, and amended by CR-17-2009, CR-52-2009, CR-5-2010, CR-19-2010,  
22 CR-82-2010, CR-20-2011, CR-4-2012, CR-19-2012, CR-27-2012, CR-71-2012, CR-20-2013,

1 CR-50-2013, CR-92-2013, CR-11-2014, CR-57-2014, CR-16-2015, CR-45-2015, CR-43-2016,  
2 CR-62-2016, CR-23-2017, CR-58-2017, CR-03-2018, CR-06-2018, and CR-34-2018 is further  
3 amended by adding the water and sewer category designations as shown in Attachment A,  
4 attached hereto and made a part hereof.

5 SECTION 2. BE IT FURTHER RESOLVED that maps identified as the "Prince George's  
6 County, Maryland, 2008 Water Map" and "Prince George's County, Maryland, 2008 Sewer  
7 Map," are hereby amended to incorporate the approved category changes with the property  
8 location delineated on the map in Attachment B, attached hereto and made a part hereof.

9 SECTION 3. BE IT FURTHER RESOLVED that within five working days of the adoption  
10 of this Resolution, it shall be transmitted to the County Executive by the Clerk of the Council.

11 SECTION 4. BE IT FURTHER RESOLVED that this Resolution shall take effect on the  
12 day following the first regularly scheduled Council meeting day which occurs after the County  
13 Executive transmits her comments on the Resolution, or on the day that the County Executive  
14 indicates she has no comments, or ten working days following the transmittal of this Resolution  
15 to the County Executive, whichever shall occur first. Prior to the effective date of this  
16 Resolution, the Council may reconsider its action based upon any recommendation received  
17 from the County Executive.

18 SECTION 5. BE IT FURTHER RESOLVED that upon the effective date of this  
19 Resolution, it shall be transmitted by the Clerk of the Council to the Secretary of the Maryland  
20 Department of the Environment.



Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Todd M. Turner  
Chair

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

**WATER AND SEWER CATEGORY AMENDMENT**

<b>Sewershed Application Council District</b>	<b>Development Proposal/ Tax Map Location</b>	<b>Acreage/ Zoning</b>	<b>Current Category</b>	<b>Requested Category</b>	<b>Executive's Recommendation</b>	<b>Council Approval</b>
<b><u>Parkway</u></b>						
18/PW-01 Emmanuel Baptist Church of South Laurel District 1	Requesting a waiver to the Water and Sewer Plan to allow for increased capacity of an existing interim system in a publicly designated category that will accommodate proposed expansion of the existing sanctuary. 15 A-4, Lot 1	R-R 4.45	3	N/A*	Deny	
<b><u>Western Branch</u></b>						
18/W-05 Trinity Lutheran Church District 4	Existing church connected to public sewer via the City of Bowie Public Works. 37 E-4, Parcel A	R-E 4.98	S5	S3	S3	
18/W-06 Cresthill Baptist Church District 4	Existing church connected to public sewer via the City of Bowie Public Works. 37 E-4, Parcel A	R-E 6.9	S5	S3	S3	
18/W-07 The Redeemed Christian Church of God District 4	60,000 SF two-story church building, with proposed seating capacity of 1,200 – 2,000. 62 E-2, Parcels 19, 37, 71 & Lot 1.	R-E 28.73	5	4	4	
18/W-08 Waste Management Maintenance Facility District 6	25,320 SF two-story building for expanded office and administrative space. 82 E-3, Parcel 202	I-1 I-2 7.77	S5	S4	S4	
18/W-09 Sampson Residence Evergro Landscaping District 4	Requesting a waiver to the Water and Sewer Plan; use of an interim well at the occupied residence. 45 D-2, Parcel 119	O-S 4.49	3	N/A*	Approve	

**WATER AND SEWER CATEGORY AMENMENT**

<b>Sewershed Application Council District</b>	<b>Development Proposal/ Tax Map Location</b>	<b>Acreage/ Zoning</b>	<b>Current Category</b>	<b>Requested Category</b>	<b>Executive's Recommendation</b>	<b>Council Approval</b>
<b><u>Piscataway</u></b>						
18/P-04 Bharat Darshan Brandywine Temple District 9	9,000 SF worship facility/temple with seating capacity of 300. 144 F-2, Parcels 29 & 48	C-O 14.18	5	4	4	
<b><u>Mattawoman</u></b>						
18/M-02 Schraf Property District 9	10,000 SF retail space and 175,000 SF consolidated storage facility consisting of two buildings. 155 A-1, Parcel 14	I-1 9.8	5	4	4	

*\*The applicant is requesting a waiver to the Water and Sewer Plan to use an interim system in a publicly-designated category*

Category 3 – Community System

Category 4 – Community System Adequate for Development Planning

Category 5 – Future Community System

Category 6 – Individual System

**APPLICATIONS**

**REQUEST**

**MAP #**

**Parkway**

18/PW-01

Emmanuel Baptist Church of  
South Laurel

Waive the  
Water and  
Sewer Plan  
policies

1

**Western Branch**

18/W-05

Trinity Lutheran Church

S5 to S3

2

18/W-06

Cresthill Baptist Church

S5 to S4

3

18/W-07

The Redeemed Christian Church  
of God

5 to 4

4

18/W-08

Waste Management Maintenance  
Facility

S5 to S4

5

18/W-09

Sampson Residence  
Evergro Landscaping

Waive the  
Water and  
Sewer Plan  
policies

6

**Piscataway**

18/P-04

Bharat Darshan Brandywine Temple

5 to 4

7

**Mattawoman**

18/M-02

Schraf Property

5 to 4

8







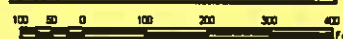
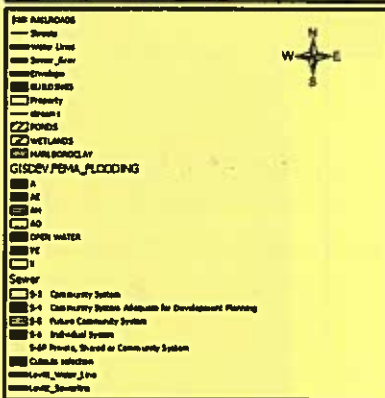
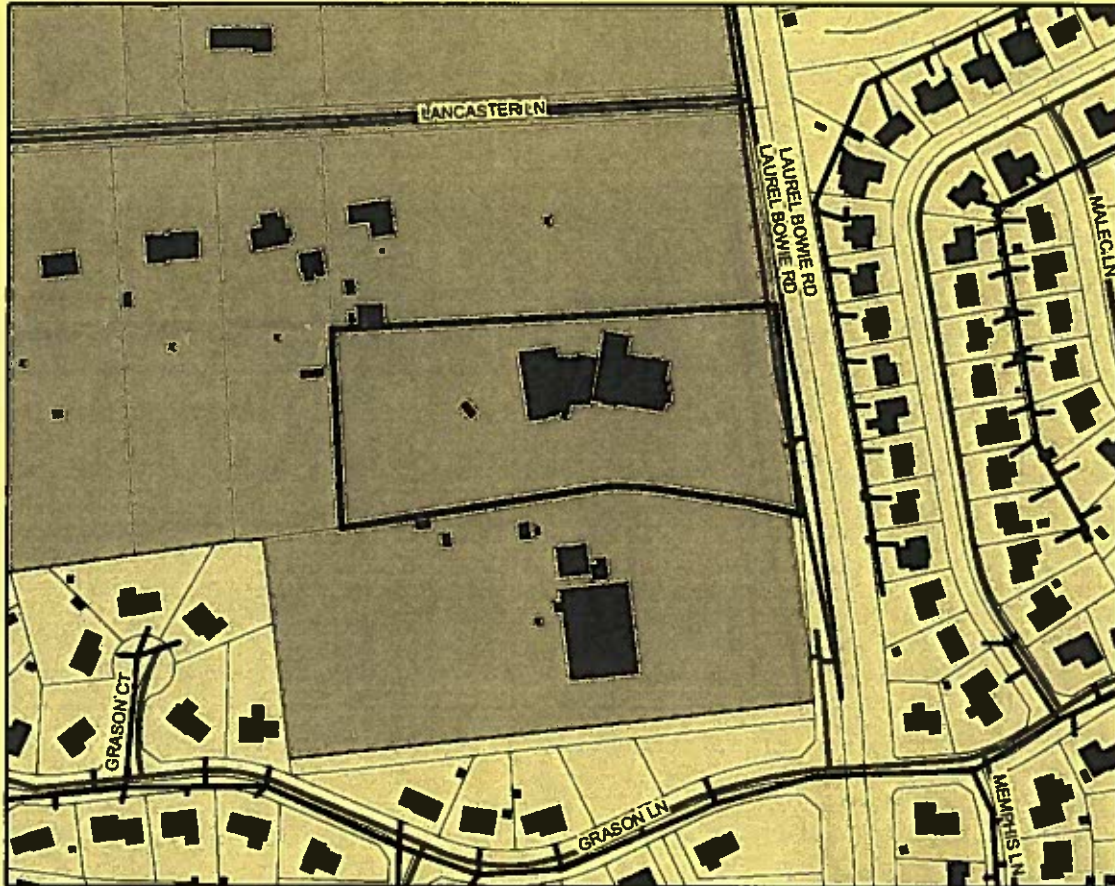
Water and Sewer Plan Amendment

Amendment Request S5 to S3



Trinity Lutheran Church

December 2018 LA  
Application: 18/W-05



Water and Sewer Program/any Administrative Amendments





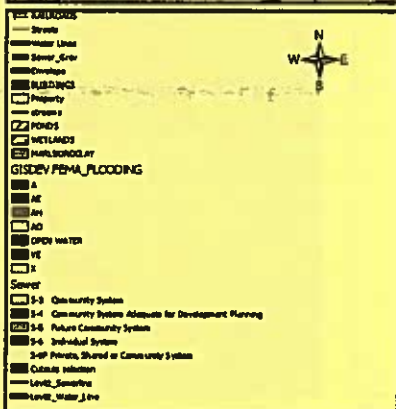
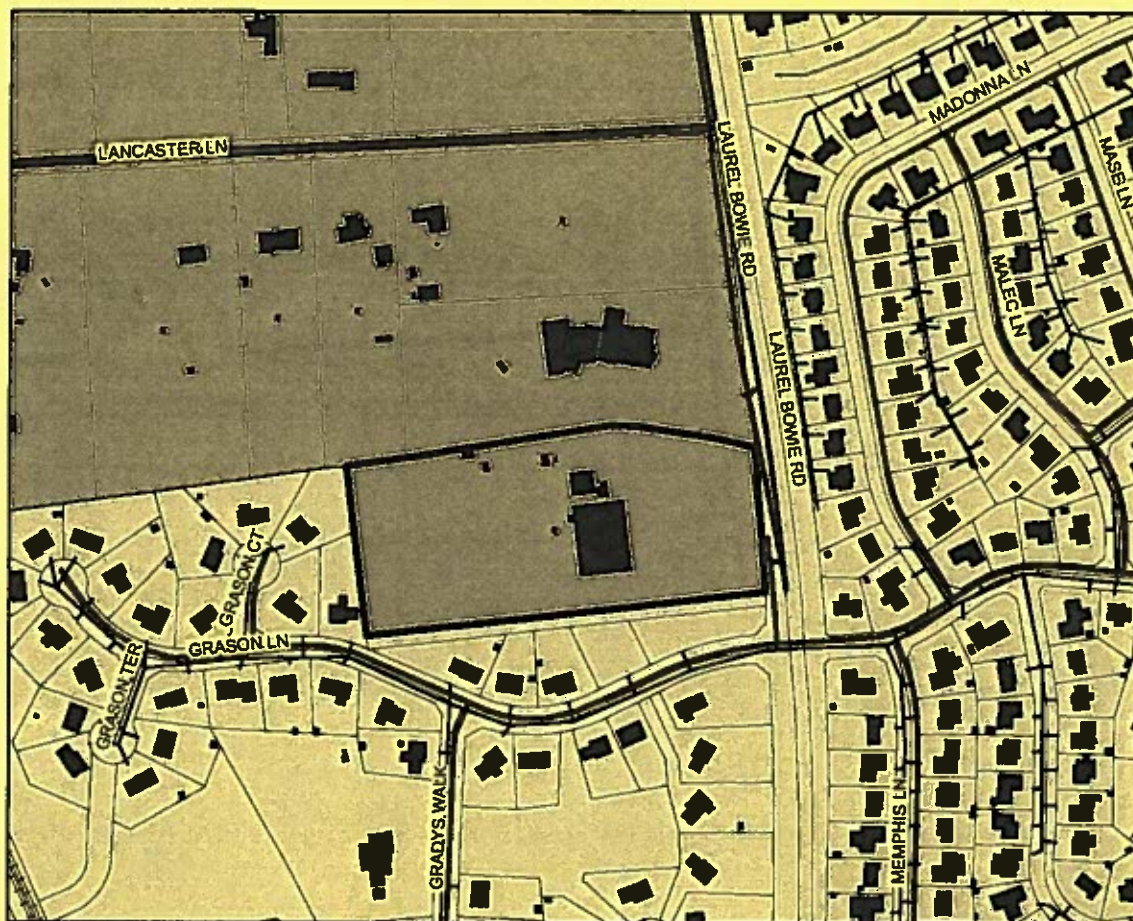
## Water and Sewer Plan Amendment

### Amendment Request S5 to S3



## Cresthill Baptist Church

**December 2018 LA**  
**Application: 18/W-06**



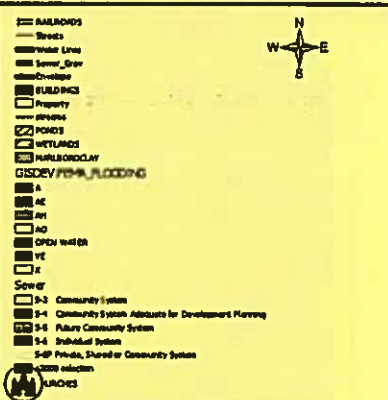
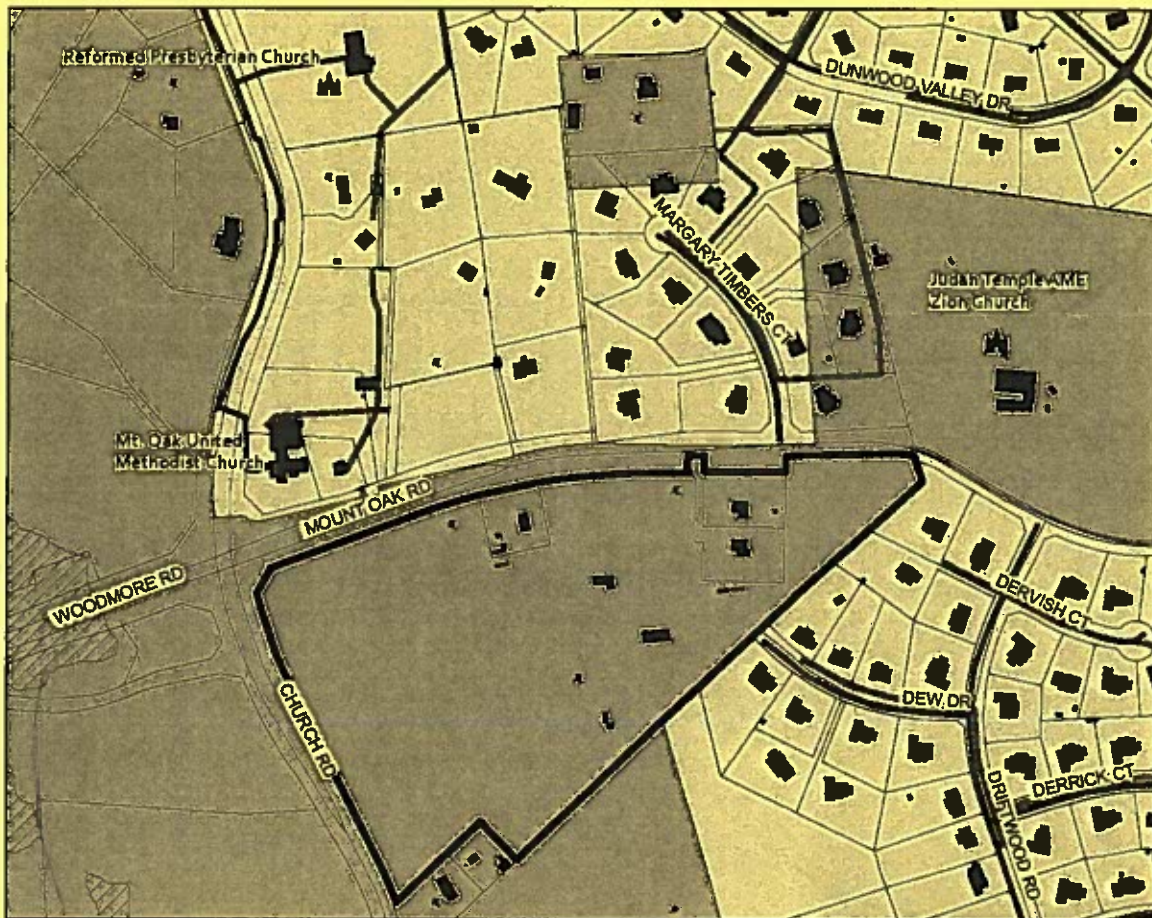
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### Water and Sewer Programs Administrative Amendments





**December 2018 LA  
Application: 18/W-07**







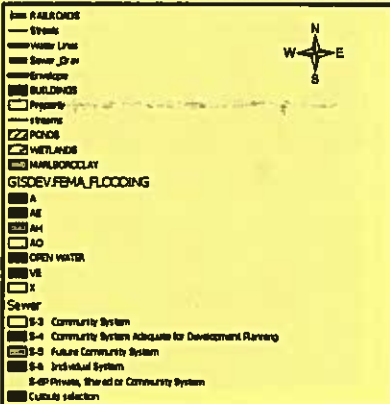
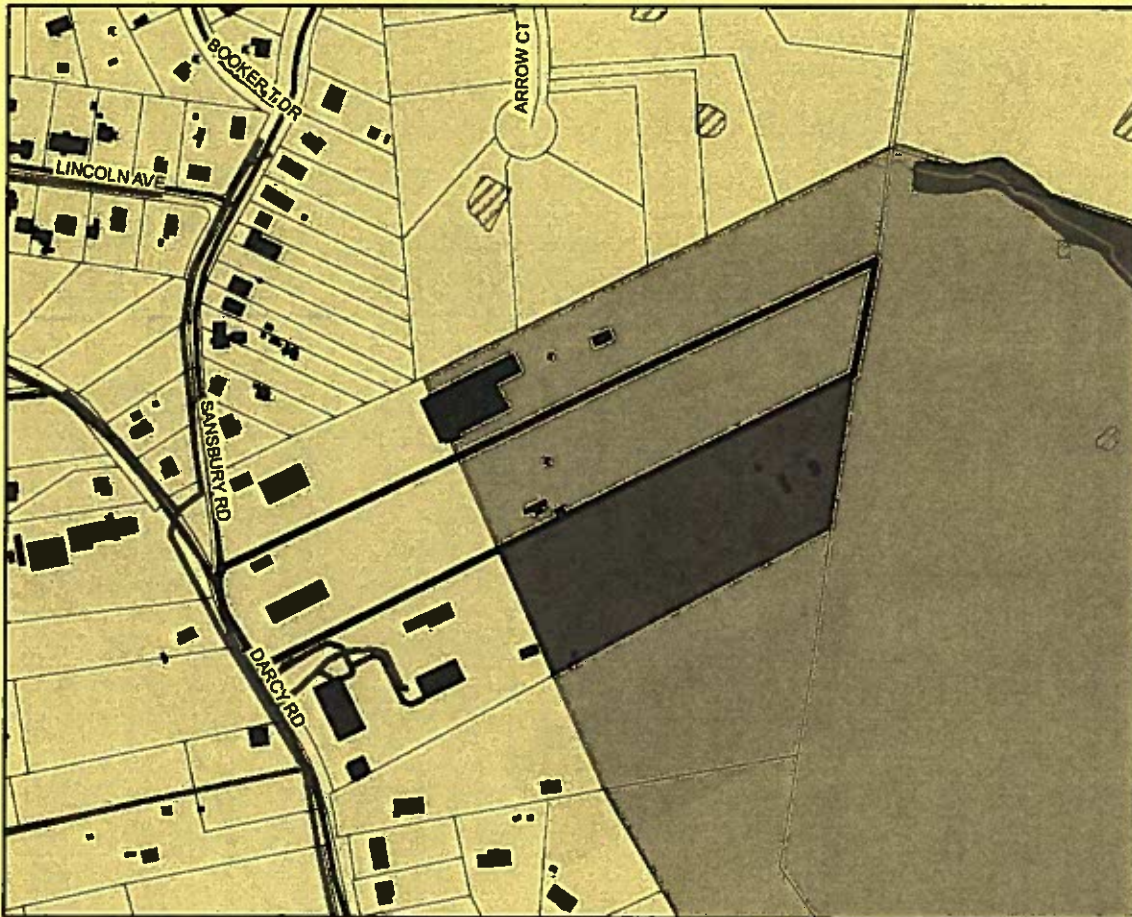
Water and Sewer Plan Amendment

Amendment Request S5 to S4



# Waste Management Maintenance Facility

December 2018 LA  
Application: 18/W-08



Water and Sewer Program/Policy/Administrative Amendments





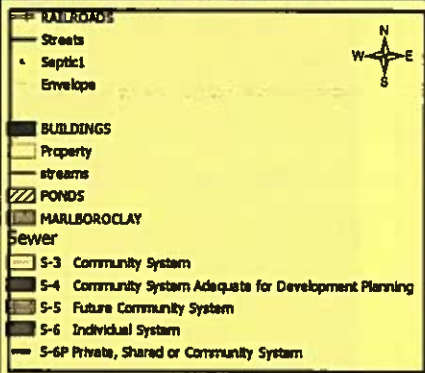
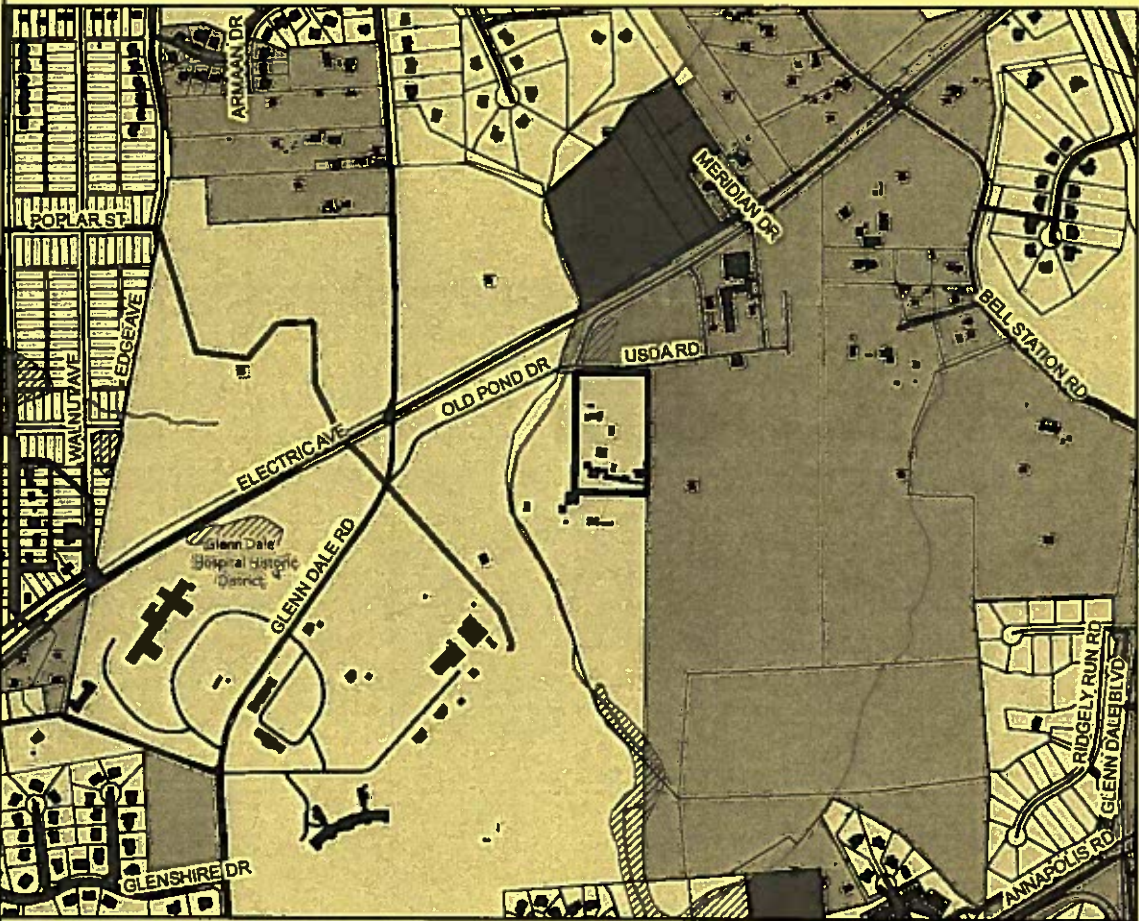
Water and Sewer Plan Amendment

Category 3  
Waiver Request



**Sampson Residence  
Evergro Landscaping**

December 2018 LA Cycle  
Application: 18/W-09



Prince George's County Government, Maryland  
Department of Planning and Economic Development  
Site/Plan Review Division



J:\Water\_Sewer\NCD\Tan's MCD\Mapa





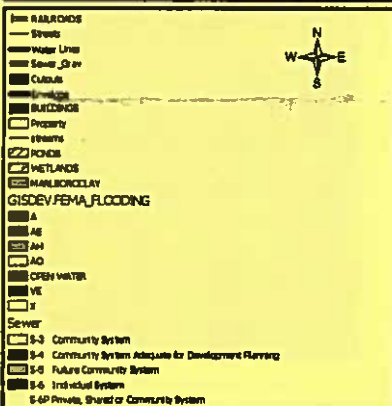
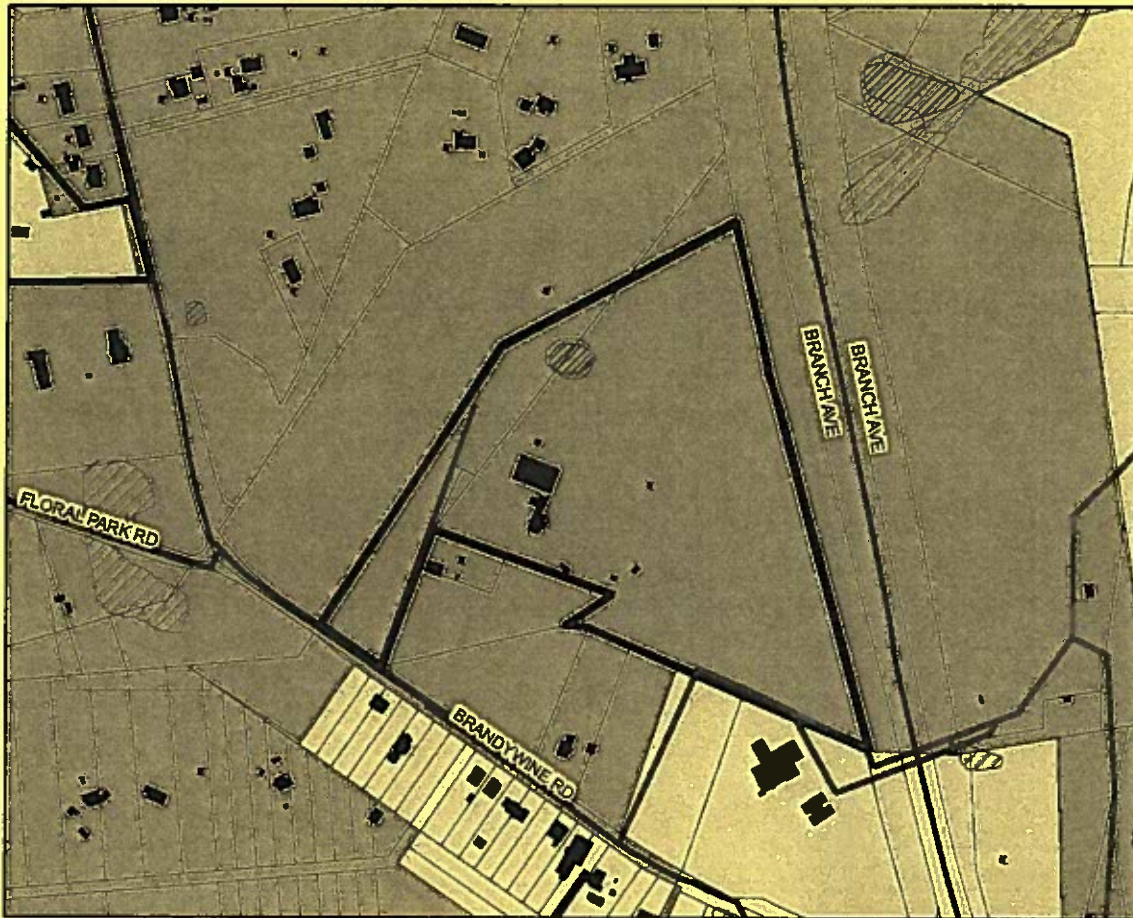
Water and Sewer Plan Amendment

Amendment Request 5 to 4



# **Bharat Darshan Brandywine Temple**

December 2018 LA  
Application: 18/P-04



Water and Sewer Program Administrative Amendments



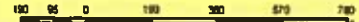
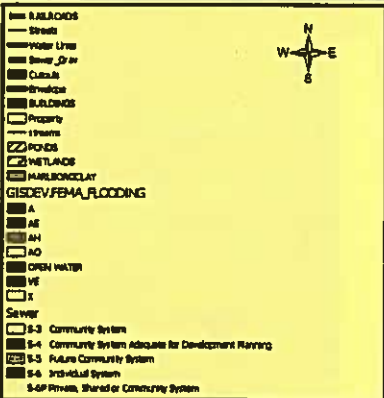
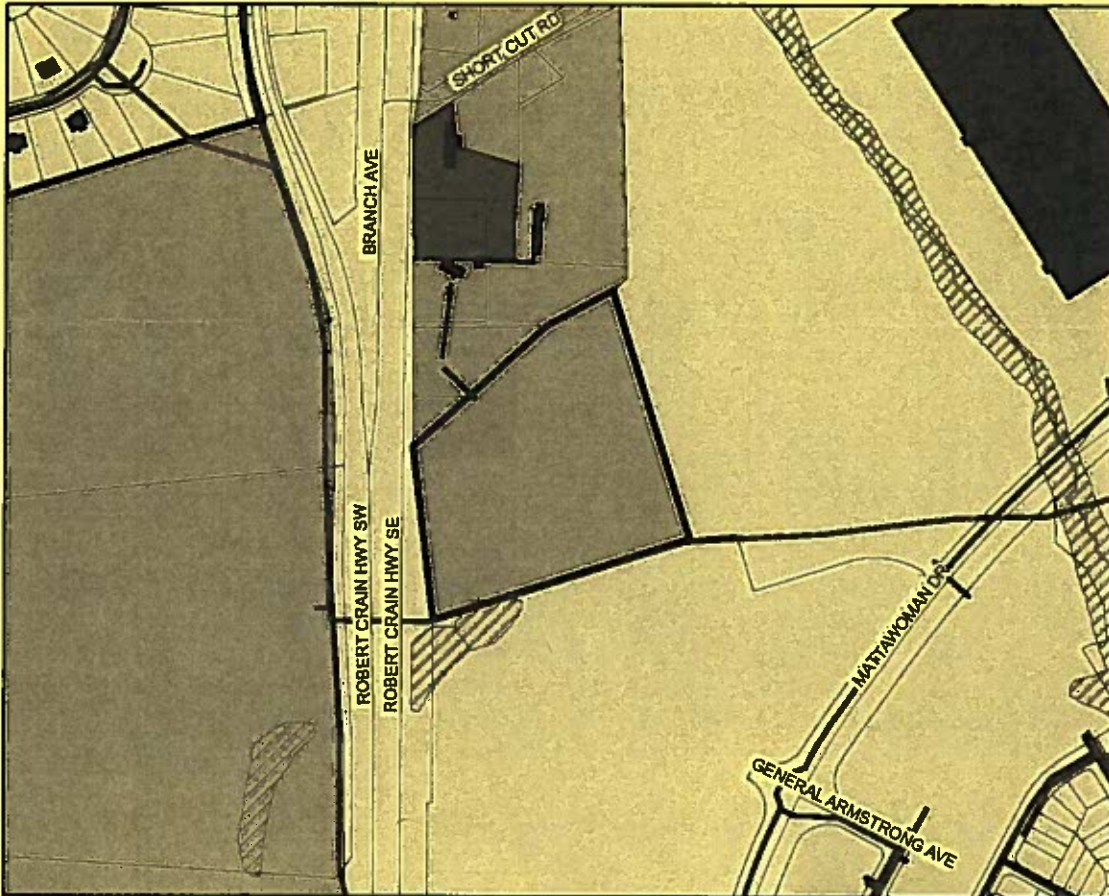
Water and Sewer Plan Amendment

Amendment Request 5 to 4



# Schraf Property

December 2018 LA  
Application: 18/M-02



Water and Sewer Program/any Administrative Amendments





# TOWN OF RIVERDALE PARK

## DRAFT BUDGET VS. ACTUALS

July 2018 - March 2019

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
4000 Local Taxes				
4001 Real Estate Taxes	4,149,792.07	4,100,000.00	49,792.07	101.21 %
4008 Personal Property Tax	352,814.48	303,000.00	49,814.48	116.44 %
4010 Personal Property Tax Prior	-278.00	-7,500.00	7,222.00	3.71 %
4012 Local Income Taxes	418,523.77	515,000.00	-96,476.23	81.27 %
4014 Operating Tax	207,128.20	166,000.00	41,128.20	124.78 %
4015 Admissions and Amusement Tax	23.15	500.00	-476.85	4.63 %
<b>Total 4000 Local Taxes</b>	<b>5,128,003.67</b>	<b>5,077,000.00</b>	<b>51,003.67</b>	<b>101.00 %</b>
4100 Licenses & Permits				
4101 Multi-Family Rental License	118,950.00	108,025.00	10,925.00	110.11 %
4104 Single Family Rental License	21,675.00	31,000.00	-9,325.00	69.92 %
4106 Rental License Late Fees	60.00	1,600.00	-1,540.00	3.75 %
4111 Building Permits	86,544.89	60,000.00	26,544.89	144.24 %
4113 Business License	28,639.58	38,800.00	-10,160.42	73.81 %
4115 Parking Permits	1,475.00	500.00	975.00	295.00 %
4119 Alarm Registrations & Reductions	480.00	3,460.00	-2,980.00	13.87 %
<b>Total 4100 Licenses &amp; Permits</b>	<b>257,824.47</b>	<b>243,385.00</b>	<b>14,439.47</b>	<b>105.93 %</b>
4200 Administrative Fees				
4204 Abatement Charges	2,965.00	1,000.00	1,965.00	296.50 %
4207 Municipal Infractions		2,000.00	-2,000.00	
4210 Flagging Receipts (MVA Flag)		750.00	-750.00	
<b>Total 4200 Administrative Fees</b>	<b>2,965.00</b>	<b>3,750.00</b>	<b>-785.00</b>	<b>79.07 %</b>
4300 Fines & Forfeitures				
4301 Police Reports	5,860.00	6,500.00	-640.00	90.15 %
4304 Vehicle Impounds	23,530.00	30,000.00	-6,470.00	78.43 %
4310 Parking Citations	13,127.50	18,000.00	-4,872.50	72.93 %
<b>Total 4300 Fines &amp; Forfeitures</b>	<b>42,517.50</b>	<b>54,500.00</b>	<b>-11,982.50</b>	<b>78.01 %</b>
4400 Community Safety Programs				
4401 Safe Speed for Students	424,236.25	510,203.00	-85,966.75	83.15 %
4402 Safe Speed for Students Prior Years	8,906.30	10,000.00	-1,093.70	89.06 %
4403 Automated Red Light Enforcement		7,500.00	-7,500.00	
<b>Total 4400 Community Safety Programs</b>	<b>433,142.55</b>	<b>527,703.00</b>	<b>-94,560.45</b>	<b>82.08 %</b>
4500 Intergovernmental Revenues				
4501 Highway User	28,326.33	40,000.00	-11,673.67	70.82 %
4504 State Aid Police	125,366.25	167,155.00	-41,788.75	75.00 %
4507 Financial Corp		11,000.00	-11,000.00	
4510 Disposal Fee Rebate	8,810.25	13,500.00	-4,689.75	65.26 %
<b>Total 4500 Intergovernmental Revenues</b>	<b>162,502.83</b>	<b>231,655.00</b>	<b>-69,152.17</b>	<b>70.15 %</b>

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4800 Misc. Service/Fee Revenue				
1304 Health and Wellness Transfer-In		25,200.00	-25,200.00	
4801 Cable TV - Public Ed & Gov		68,500.00	-68,500.00	
4804 Cable TV - Franchise Fees	71,954.13		71,954.13	
4807 Interest Income	49,896.48	24,000.00	25,896.48	207.90 %
4810 Contribution from ACP	20,000.00	20,000.00	0.00	100.00 %
4813 Miscellaneous	42,521.50	12,500.00	30,021.50	340.17 %
4823 Transfer from Health and Wellness Fund	121,174.00		121,174.00	
4901 Recycled Scrap Metal Revenue	696.09		696.09	
<b>Total 4800 Misc. Service/Fee Revenue</b>	<b>306,242.20</b>	<b>150,200.00</b>	<b>156,042.20</b>	<b>203.89 %</b>
<b>Total Income</b>	<b>\$6,333,198.22</b>	<b>\$6,288,193.00</b>	<b>\$45,005.22</b>	<b>100.72 %</b>
GROSS PROFIT	<b>\$6,333,198.22</b>	<b>\$6,288,193.00</b>	<b>\$45,005.22</b>	<b>100.72 %</b>
Expenses				
5000 Salaries & Wages				
5001 Wages-Full Time	1,890,527.40	3,105,288.00	-1,214,760.60	60.88 %
5013 Vacation Regular	185,485.64		185,485.64	
5016 Sick	113,832.73		113,832.73	
5019 Comp Time	18,975.66	17,500.00	1,475.66	108.43 %
5022 Holiday Regular	48,251.63		48,251.63	
5034 Retroactive	12,786.68		12,786.68	
<b>Total 5001 Wages-Full Time</b>	<b>2,269,859.74</b>	<b>3,122,788.00</b>	<b>-852,928.26</b>	<b>72.69 %</b>
5004 Wages-Part-Time	33,134.54	48,000.00	-14,865.46	69.03 %
5010 Wages-Interns	8,612.00	4,000.00	4,612.00	215.30 %
5023 Holiday 1.5	31,379.61		31,379.61	
5025 Night Differential	13,363.13	19,500.00	-6,136.87	68.53 %
5028 Special Rates	29,472.49	31,000.00	-1,527.51	95.07 %
5031 Bilingual Pay Premium	9,920.00	18,720.00	-8,800.00	52.99 %
5037 Uniform Allowance	6,280.00	14,080.00	-7,800.00	44.60 %
5046 Stipend Individual	-500.00	9,342.00	-9,842.00	-5.35 %
Bilingual	-560.00		-560.00	
Wages				
Holiday Pay	-5,673.80		-5,673.80	
<b>Total Wages</b>	<b>-5,673.80</b>		<b>-5,673.80</b>	
<b>Total 5000 Salaries &amp; Wages</b>	<b>2,395,287.71</b>	<b>3,267,430.00</b>	<b>-872,142.29</b>	<b>73.31 %</b>
5100 Employee Benefits				
5101 Insurance-Workers Compensation	88,716.00	133,179.00	-44,463.00	66.61 %
5104 Insurance-Medical (75%)	196,724.65	339,949.00	-143,224.35	57.87 %
5107 Insurance-Medical (100%)	29,450.73	27,124.00	2,326.73	108.58 %
5113 Insurance-Life	16,309.46	15,110.00	1,199.46	107.94 %
5119 Insurance-Long Term Disability	8,755.59	13,547.00	-4,791.41	64.63 %
5120 AD&D	969.22	2,000.00	-1,030.78	48.46 %
5121 Golds Gym	823.68		823.68	
5122 Payroll Taxes	190,617.09	245,659.00	-55,041.91	77.59 %
5125 Retirement-Defined Contribution	111,412.21	72,123.00	39,289.21	154.48 %
5128 Retirement-Defined Benefits	274,521.12	351,407.00	-76,885.88	78.12 %
66000 Payroll Expenses	2,010.40		2,010.40	
<b>Total 5100 Employee Benefits</b>	<b>920,310.15</b>	<b>1,200,098.00</b>	<b>-279,787.85</b>	<b>76.69 %</b>

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5118 MD Unemployment Insurance	9,595.95		9,595.95	
5200 Overtime Premiums				
5201 Overtime Premium	82,722.12	138,300.00	-55,577.88	59.81 %
<b>Total 5200 Overtime Premiums</b>	<b>82,722.12</b>	<b>138,300.00</b>	<b>-55,577.88</b>	<b>59.81 %</b>
5300 Contractual Services				
5301 Financial Services	22,587.90	25,000.00	-2,412.10	90.35 %
5307 Landscape Services	215.10	8,000.00	-7,784.90	2.69 %
5310 Engineering Services		12,000.00	-12,000.00	
5313 Legal Services	52,390.21	50,000.00	2,390.21	104.78 %
5316 Opto Park (Parking Citations)	3,367.95	9,400.00	-6,032.05	35.83 %
5319 Opto Traffic (SS4S) Program	185,756.20	222,000.00	-36,243.80	83.67 %
5320 Opto Traffic Redlight Program		2,500.00	-2,500.00	
5322 Trash & Recycling Services	99,365.00	270,000.00	-170,635.00	36.80 %
5325 Tree Maintenance Services	20,530.00	35,000.00	-14,470.00	58.66 %
5328 Lexipol Services	8,906.00	8,700.00	206.00	102.37 %
5331 Karen Kruger - Atty LEOBR	3,601.00	5,000.00	-1,399.00	72.02 %
5334 Voice Recorder Service Plan		2,200.00	-2,200.00	
6078 Employee Services	25,281.40	13,000.00	12,281.40	194.47 %
<b>Total 5300 Contractual Services</b>	<b>422,000.76</b>	<b>662,800.00</b>	<b>-240,799.24</b>	<b>63.67 %</b>
6000 Operating Expenses				
Dues/Memberships/Subscriptions/Publications				
6013 Dues/Memberships	15,202.55	17,269.00	-2,066.45	88.03 %
6014 Publications/Subscriptions	22.13		22.13	
<b>Total Dues/Memberships/Subscriptions/Publications</b>	<b>15,224.68</b>	<b>17,269.00</b>	<b>-2,044.32</b>	<b>88.16 %</b>
Employee Services				
5040 Employee Recognition	2,518.74	3,000.00	-481.26	83.96 %
5041 Awards & Gifts	624.07		624.07	
6034 Employee Wellness Programs	2,292.22	15,000.00	-12,707.78	15.28 %
6077 New Hire Expenses	2,397.02	4,550.00	-2,152.98	52.68 %
6080 Benevolence & Goodwill	535.85	1,240.00	-704.15	43.21 %
<b>Total Employee Services</b>	<b>8,367.90</b>	<b>23,790.00</b>	<b>-15,422.10</b>	<b>35.17 %</b>
Equipment				
6037 Equipment-Operator for Projects		5,000.00	-5,000.00	
6038 Equipment-Purchases	3,619.37	10,500.00	-6,880.63	34.47 %
6040 Equipment-Rental	16,084.97	12,130.00	3,954.97	132.60 %
6067 Maintenance-Machinery/Equipment	11,007.49	29,000.00	-17,992.51	37.96 %
<b>Total Equipment</b>	<b>30,711.83</b>	<b>56,630.00</b>	<b>-25,918.17</b>	<b>54.23 %</b>
Finance Charges				
6001 Bank Service Fees	724.63	500.00	224.63	144.93 %
6085 Other Services & Charges	285.37	600.00	-314.63	47.56 %
<b>Total Finance Charges</b>	<b>1,010.00</b>	<b>1,100.00</b>	<b>-90.00</b>	<b>91.82 %</b>
Information Technology				
6004 Computer & Software	1,768.46	2,750.00	-981.54	64.31 %
6049 Information Technology Services	22,265.78	25,000.00	-2,734.22	89.06 %
6052 Information Technology-Internet	833.00		833.00	
6053 I-NET Internet Services	8,788.03	9,446.00	-657.97	93.03 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6055 Information Technology - Small Purchases	3,014.96	8,864.00	-5,849.04	34.01 %
6100 Software-Licenses	4,742.00	2,500.00	2,242.00	189.68 %
6103 Software-Maintenance Agreements	577.00	3,877.00	-3,300.00	14.88 %
<b>Total Information Technology</b>	<b>41,989.23</b>	<b>52,437.00</b>	<b>-10,447.77</b>	<b>80.08 %</b>
Insurance Liability				
6058 Insurance- Liability	49,770.05	85,000.00	-35,229.95	58.55 %
<b>Total Insurance Liability</b>	<b>49,770.05</b>	<b>85,000.00</b>	<b>-35,229.95</b>	<b>58.55 %</b>
Meeting Expenses				
6015 Catering & Meals	1,099.00		1,099.00	
<b>Total Meeting Expenses</b>	<b>1,099.00</b>		<b>1,099.00</b>	
Office Supplies				
6124 Supplies-Office	15,531.79	24,740.00	-9,208.21	62.78 %
<b>Total Office Supplies</b>	<b>15,531.79</b>	<b>24,740.00</b>	<b>-9,208.21</b>	<b>62.78 %</b>
Operating Supplies				
6121 Supplies-Building/Janitorial	2,247.08	1,700.00	547.08	132.18 %
6127 Supplies-Operating & Materials	14,599.46	14,900.00	-300.54	97.98 %
6130 Supplies-Safety Related	820.49	1,680.00	-859.51	48.84 %
6133 Supplies-Hand Tools	250.22	2,000.00	-1,749.78	12.51 %
<b>Total Operating Supplies</b>	<b>17,917.25</b>	<b>20,280.00</b>	<b>-2,362.75</b>	<b>88.35 %</b>
Postage				
6091 Postage-Messenger Services	3,338.98	4,547.00	-1,208.02	73.43 %
<b>Total Postage</b>	<b>3,338.98</b>	<b>4,547.00</b>	<b>-1,208.02</b>	<b>73.43 %</b>
Printing/News Letters/Advertising				
6079 Newsletter (Town Crier)	13,273.35	20,850.00	-7,576.65	63.66 %
6097 Public & Legal Notices/Ads	1,666.37	2,000.00	-333.63	83.32 %
<b>Total Printing/News Letters/Advertising</b>	<b>14,939.72</b>	<b>22,850.00</b>	<b>-7,910.28</b>	<b>65.38 %</b>
Site & Building Improvements				
6061 Maintenance-Buildings	7,203.92	1,000.00	6,203.92	720.39 %
<b>Total Site &amp; Building Improvements</b>	<b>7,203.92</b>	<b>1,000.00</b>	<b>6,203.92</b>	<b>720.39 %</b>
Special Events				
6151 Special Projects & Events	5,494.34	23,700.00	-18,205.66	23.18 %
<b>Total Special Events</b>	<b>5,494.34</b>	<b>23,700.00</b>	<b>-18,205.66</b>	<b>23.18 %</b>
Special Services				
6010 Disposal Services Fees	7,161.25	11,000.00	-3,838.75	65.10 %
6019 Education-Town Cable TV Channel	3,250.00	7,250.00	-4,000.00	44.83 %
6031 Elections	2,079.60	10,271.00	-8,191.40	20.25 %
6076 Mosquito Control Program		1,400.00	-1,400.00	
6088 Park Maintenance & Service		1,550.00	-1,550.00	
6109 Speed Camera - Admin Exp. Current Year	4,500.00	5,000.00	-500.00	90.00 %
6175 Tree Installation Service		7,000.00	-7,000.00	
<b>Total Special Services</b>	<b>16,990.85</b>	<b>43,471.00</b>	<b>-26,480.15</b>	<b>39.09 %</b>
Street Improvements				
6112 Street-Light Fixtures & Repair	446.00	19,684.00	-19,238.00	2.27 %
6118 Street-Signs & Traffic Co	6,933.91	14,735.00	-7,801.09	47.06 %



	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Total Street Improvements</b>	<b>7,379.91</b>	<b>34,419.00</b>	<b>-27,039.09</b>	<b>21.44 %</b>
Telephones & Communications				
6142 Telephone-Air Cards	9,219.70	12,580.00	-3,360.30	73.29 %
6145 Telephone-Land Line	2,698.74		2,698.74	
6148 Telephone-Mobile	13,422.07	20,900.00	-7,477.93	64.22 %
<b>Total Telephones &amp; Communications</b>	<b>25,340.51</b>	<b>33,480.00</b>	<b>-8,139.49</b>	<b>75.69 %</b>
Training & Education				
6016 Education-Conference & Seminar	2,955.00	15,345.00	-12,390.00	19.26 %
6022 Education-Training	5,142.60	27,360.00	-22,217.40	18.80 %
6025 Education-Training Aids	143.00	5,000.00	-4,857.00	2.86 %
6028 Education-Tuition Reimbursement		2,000.00	-2,000.00	
<b>Total Training &amp; Education</b>	<b>8,240.60</b>	<b>49,705.00</b>	<b>-41,464.40</b>	<b>16.58 %</b>
Travel Expenses				
6163 Travel- Mileage Reimbursement	154.00	970.00	-816.00	15.88 %
6166 Travel-Hotel	1,341.30	19,300.00	-17,958.70	6.95 %
6169 Travel - Meals and Incidentals	827.00	1,765.00	-938.00	46.86 %
6172 Travel-Transportation		645.00	-645.00	
<b>Total Travel Expenses</b>	<b>2,322.30</b>	<b>22,680.00</b>	<b>-20,357.70</b>	<b>10.24 %</b>
Uniforms				
6056 Body Camera Program	100.00	18,000.00	-17,900.00	0.56 %
6136 Supplies-Special Police	427.20	1,600.00	-1,172.80	26.70 %
6178 Uniforms-Laundry Services	4,213.93	12,110.00	-7,896.07	34.80 %
6181 Uniforms-Police Gear	1,470.00	5,000.00	-3,530.00	29.40 %
6184 Uniforms-Purchases	6,616.06	15,015.00	-8,398.94	44.06 %
<b>Total Uniforms</b>	<b>12,827.19</b>	<b>51,725.00</b>	<b>-38,897.81</b>	<b>24.80 %</b>
Vehicle and Transportation				
6154 Transportation-Gas & Oil	56,960.29	87,620.00	-30,659.71	65.01 %
6157 Transportation-Vehicles Body Repair	978.34	1,150.00	-171.66	85.07 %
6160 Transportation-Vehicles Maintenance	44,997.65	77,760.00	-32,762.35	57.87 %
<b>Total Vehicle and Transportation</b>	<b>102,936.28</b>	<b>166,530.00</b>	<b>-63,593.72</b>	<b>61.81 %</b>
<b>Total 6000 Operating Expenses</b>	<b>388,636.33</b>	<b>735,353.00</b>	<b>-346,716.67</b>	<b>52.85 %</b>
7000 Other General Expenses				
7004 Building Maintenance		3,500.00	-3,500.00	
7010 Child Care Reimbursement		500.00	-500.00	
7016 Maintenance Buildings		1,100.00	-1,100.00	
7022 Maintenance-Fuel Manage System	2,214.50	4,800.00	-2,585.50	46.14 %
7061 Weather Emergency Events	4,186.51	12,500.00	-8,313.49	33.49 %
7201 Contingency		23,000.00	-23,000.00	
Computer Services				
7055 Website-Domain Names	400.00	500.00	-100.00	80.00 %
7058 Website-Hosting Services	2,806.00	3,500.00	-694.00	80.17 %
<b>Total Computer Services</b>	<b>3,206.00</b>	<b>4,000.00</b>	<b>-794.00</b>	<b>80.15 %</b>
Utilities				
7046 Utilities-Electric Buildings	10,014.63	19,000.00	-8,985.37	52.71 %
7047 Utilities- Electric Street Lights	42,468.31	80,000.00	-37,531.69	53.09 %
7049 Utilities-Gas	7,010.98	11,100.00	-4,089.02	63.16 %
7052 Utilities-Water	3,637.49	6,642.00	-3,004.51	54.76 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Total Utilities</b>	<b>63,131.41</b>	<b>116,742.00</b>	<b>-53,610.59</b>	<b>54.08 %</b>
<b>Total 7000 Other General Expenses</b>	<b>72,738.42</b>	<b>166,142.00</b>	<b>-93,403.58</b>	<b>43.78 %</b>
8000 Town Sponsored Events				
8004 Centennial Celebration		1,250.00	-1,250.00	
8007 Children's Events	1,900.00	2,700.00	-800.00	70.37 %
8010 Spring Event	266.77	1,425.00	-1,158.23	18.72 %
8013 Fun Run		2,000.00	-2,000.00	
8016 Holiday Market	4,350.00	4,195.00	155.00	103.69 %
8017 National Night Out	2,163.37	3,450.00	-1,286.63	62.71 %
8019 Riverdale Park Day	3,948.00	5,000.00	-1,052.00	78.96 %
8022 Honoring Veterans	1,582.73	1,500.00	82.73	105.52 %
<b>Total 8000 Town Sponsored Events</b>	<b>14,210.87</b>	<b>21,520.00</b>	<b>-7,309.13</b>	<b>66.04 %</b>
8300 Public Arts Programs				
8301 Jazz on the Lawn	1,200.00	1,200.00	0.00	100.00 %
8304 Summer Movie Nights	112.85	2,000.00	-1,887.15	5.64 %
8825 Farmers Market	9,675.00	15,800.00	-6,125.00	61.23 %
<b>Total 8300 Public Arts Programs</b>	<b>10,987.85</b>	<b>19,000.00</b>	<b>-8,012.15</b>	<b>57.83 %</b>
8500 Public Grants				
8501 Hyattsville CDC		4,000.00	-4,000.00	
8503 Hyattsville CDC Agreement	10,000.00	10,000.00	0.00	100.00 %
8507 Public Arts Programming		1,000.00	-1,000.00	
8509 Community Projects		1,000.00	-1,000.00	
<b>Total 8500 Public Grants</b>	<b>10,000.00</b>	<b>16,000.00</b>	<b>-6,000.00</b>	<b>62.50 %</b>
8700 Municipal Grants				
8701 Fire Department	21,000.00	21,000.00	0.00	100.00 %
<b>Total 8700 Municipal Grants</b>	<b>21,000.00</b>	<b>21,000.00</b>	<b>0.00</b>	<b>100.00 %</b>
8800 Social Concerns				
8801 The Birthday Book Project	915.00	850.00	65.00	107.65 %
8804 RES-Funds for Parent Outreach		650.00	-650.00	
8807 RES-Uniforms for School Students		1,400.00	-1,400.00	
8810 Community Thanksgiving Meal	300.00	300.00	0.00	100.00 %
8813 Doll Program		600.00	-600.00	
8816 Community Coat Drive Donations	600.00	600.00	0.00	100.00 %
8819 Community Crisis Services	607.75	600.00	7.75	101.29 %
8822 Seasonal Gift for Children and Families		550.00	-550.00	
8828 Unallocated Social Concerns		5,000.00	-5,000.00	
<b>Total 8800 Social Concerns</b>	<b>2,422.75</b>	<b>10,550.00</b>	<b>-8,127.25</b>	<b>22.96 %</b>
9000 Marketing, Promotions & Programming				
9004 Marketing & Promotions	1,106.94	15,000.00	-13,893.06	7.38 %
9006 Programming		15,000.00	-15,000.00	
<b>Total 9000 Marketing, Promotions &amp; Programming</b>	<b>1,106.94</b>	<b>30,000.00</b>	<b>-28,893.06</b>	<b>3.69 %</b>
<b>Total Expenses</b>	<b>\$4,351,019.85</b>	<b>\$6,288,193.00</b>	<b>\$ -1,937,173.15</b>	<b>69.19 %</b>
<b>NET OPERATING INCOME</b>	<b>\$1,982,178.37</b>	<b>\$0.00</b>	<b>\$1,982,178.37</b>	<b>0.00%</b>
Other Income				
1132 Transfer From General Fund Reserve	-145,637.00		-145,637.00	
1133 Transfer To General Fund Reserve	145,637.00		145,637.00	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
CIP - Revenue Unrestricted				
2010 CIP - Unrestricted Revenue	87,496.00		87,496.00	
<b>Total CIP - Revenue Unrestricted</b>	<b>87,496.00</b>		<b>87,496.00</b>	
Debt Service Revenue				
1100 Real Estate Taxes for Debt Serv	216,126.00		216,126.00	
<b>Total Debt Service Revenue</b>	<b>216,126.00</b>		<b>216,126.00</b>	
Health & Wellness Fund				
1415 Health & Wellness Fund Revenue	45,824.14		45,824.14	
<b>Total Health &amp; Wellness Fund</b>	<b>45,824.14</b>		<b>45,824.14</b>	
TIF Revenue				
1170 Real Estate Taxes - TIF Revenue	432,380.32		432,380.32	
<b>Total TIF Revenue</b>	<b>432,380.32</b>		<b>432,380.32</b>	
Transfers to CIP				
1127 Sale of Vehicles	2,878.61		2,878.61	
1130 Transfer to CIP PEG \$	8,362.95		8,362.95	
1131 Transfer to CIP HUR \$	138,655.39		138,655.39	
<b>Total Transfers to CIP</b>	<b>149,896.95</b>		<b>149,896.95</b>	
<b>Total Other Income</b>	<b>\$931,723.41</b>	<b>\$0.00</b>	<b>\$931,723.41</b>	<b>0.00%</b>
Other Expenses				
1200 Capital Improvement Projects				
1202 Site Improvements	55,804.00		55,804.00	
1204 Engineering Cost	9,954.18		9,954.18	
1208 Vehicles & Equipment	178,173.64		178,173.64	
1209 Furniture	934.89		934.89	
1212 Street Furniture	2,760.00		2,760.00	
1220 Equipment	4,178.68		4,178.68	
1223 Bike Path / Lanes Improvements	-20,720.00		-20,720.00	
1230 Information Technology	17,097.86		17,097.86	
1417 Field of Dreams Expense	3,000.00		3,000.00	
<b>Total 1200 Capital Improvement Projects</b>	<b>251,183.25</b>		<b>251,183.25</b>	
1305 Transfer From TIF Admin	55,349.00		55,349.00	
1418 Economic Development Fund - Expenses	23,729.76		23,729.76	
Debt Service				
1105 Principal Loan Payments	118,000.00		118,000.00	
1110 Interest Expense	76,760.13		76,760.13	
<b>Total Debt Service</b>	<b>194,760.13</b>		<b>194,760.13</b>	
TIF Expenses				
1175 Principal Loan Payments	230,796.55		230,796.55	
1180 Interest Expense	116,325.13		116,325.13	
1186 MuniCap Fees	7,995.00		7,995.00	
<b>Total TIF Expenses</b>	<b>355,116.68</b>		<b>355,116.68</b>	
<b>Total Other Expenses</b>	<b>\$880,138.82</b>	<b>\$0.00</b>	<b>\$880,138.82</b>	<b>0.00%</b>
<b>NET OTHER INCOME</b>	<b>\$51,584.59</b>	<b>\$0.00</b>	<b>\$51,584.59</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$2,033,762.96</b>	<b>\$0.00</b>	<b>\$2,033,762.96</b>	<b>0.00%</b>

# TOWN OF RIVERDALE PARK

## PROFIT AND LOSS

March 2019

	TOTAL
Income	
4000 Local Taxes	
4008 Personal Property Tax	12,861.76
4012 Local Income Taxes	22,795.86
<b>Total 4000 Local Taxes</b>	<b>35,657.62</b>
4100 Licenses & Permits	
4101 Multi-Family Rental License	50.00
4104 Single Family Rental License	800.00
4111 Building Permits	840.44
4115 Parking Permits	750.00
4119 Alarm Registrations & Reductions	200.00
<b>Total 4100 Licenses &amp; Permits</b>	<b>2,640.44</b>
4300 Fines & Forfeitures	
4301 Police Reports	1,000.00
4304 Vehicle Impounds	4,150.00
4310 Parking Citations	1,250.00
<b>Total 4300 Fines &amp; Forfeitures</b>	<b>6,400.00</b>
4400 Community Safety Programs	
4401 Safe Speed for Students	65,656.25
4402 Safe Speed for Students Prior Years	355.00
<b>Total 4400 Community Safety Programs</b>	<b>66,011.25</b>
4500 Intergovernmental Revenues	
4504 State Aid Police	41,788.75
<b>Total 4500 Intergovernmental Revenues</b>	<b>41,788.75</b>
4800 Misc. Service/Fee Revenue	
4807 Interest Income	5,715.74
4813 Miscellaneous	16,888.00
4901 Recycled Scrap Metal Revenue	24.39
<b>Total 4800 Misc. Service/Fee Revenue</b>	<b>22,628.13</b>
<b>Total Income</b>	<b>\$175,126.19</b>
<b>GROSS PROFIT</b>	<b>\$175,126.19</b>
Expenses	
5000 Salaries & Wages	
5001 Wages-Full Time	197,111.54
5013 Vacation Regular	18,980.13
5016 Sick	24,273.99
5019 Comp Time	1,983.88
5022 Holiday Regular	0.00
5034 Retroactive	228.96
<b>Total 5001 Wages-Full Time</b>	<b>242,578.50</b>
5004 Wages-Part-Time	4,000.00
5010 Wages-Interns	660.00

	TOTAL
5025 Night Differential	1,397.25
5028 Special Rates	979.24
5031 Bilingual Pay Premium	960.00
<b>Total 5000 Salaries &amp; Wages</b>	<b>250,574.99</b>
5100 Employee Benefits	
5101 Insurance-Workers Compensation	10,849.00
5113 Insurance-Life	723.34
5121 Golds Gym	110.88
5122 Payroll Taxes	19,481.39
5125 Retirement-Defined Contribution	4,014.72
5128 Retirement-Defined Benefits	25,570.13
<b>Total 5100 Employee Benefits</b>	<b>60,749.46</b>
5118 MD Unemployment Insurance	4,785.95
5200 Overtime Premiums	
5201 Overtime Premium	9,029.37
<b>Total 5200 Overtime Premiums</b>	<b>9,029.37</b>
5300 Contractual Services	
5301 Financial Services	3,593.85
5313 Legal Services	137.50
5316 Opto Park (Parking Citations)	312.50
5319 Opto Traffic (SS4S) Program	18,250.45
6078 Employee Services	350.00
<b>Total 5300 Contractual Services</b>	<b>22,644.30</b>
6000 Operating Expenses	
Dues/Memberships/Subscriptions/Publications	
6013 Dues/Memberships	225.00
<b>Total</b>	<b>225.00</b>
<b>Dues/Memberships/Subscriptions/Publications</b>	
Employee Services	
6034 Employee Wellness Programs	223.92
6077 New Hire Expenses	317.99
<b>Total Employee Services</b>	<b>541.91</b>
Equipment	
6040 Equipment-Rental	766.87
<b>Total Equipment</b>	<b>766.87</b>
Finance Charges	
6001 Bank Service Fees	46.60
<b>Total Finance Charges</b>	<b>46.60</b>
Information Technology	
6049 Information Technology Services	1,962.96
6053 I-NET Internet Services	1,027.85
<b>Total Information Technology</b>	<b>2,990.81</b>
Meeting Expenses	
6015 Catering & Meals	1,099.00
<b>Total Meeting Expenses</b>	<b>1,099.00</b>
Office Supplies	
6124 Supplies-Office	1,559.15
<b>Total Office Supplies</b>	<b>1,559.15</b>

	TOTAL
Operating Supplies	
6127 Supplies-Operating & Materials	282.62
6130 Supplies-Safety Related	96.47
<b>Total Operating Supplies</b>	<b>379.09</b>
Postage	
6091 Postage-Messenger Services	126.08
<b>Total Postage</b>	<b>126.08</b>
Printing/News Letters/Advertising	
6079 Newsletter (Town Crier)	2,548.30
6097 Public & Legal Notices/Ads	270.00
<b>Total Printing/News Letters/Advertising</b>	<b>2,818.30</b>
Special Events	
6151 Special Projects & Events	135.00
<b>Total Special Events</b>	<b>135.00</b>
Special Services	
6019 Education-Town Cable TV Channel	500.00
6031 Elections	2,079.60
<b>Total Special Services</b>	<b>2,579.60</b>
Street Improvements	
6118 Street-Signs & Traffic Co	357.10
<b>Total Street Improvements</b>	<b>357.10</b>
Training & Education	
6016 Education-Conference & Seminar	980.00
6022 Education-Training	1,820.00
<b>Total Training &amp; Education</b>	<b>2,800.00</b>
Travel Expenses	
6169 Travel - Meals and Incidentals	142.00
<b>Total Travel Expenses</b>	<b>142.00</b>
Uniforms	
6181 Uniforms-Police Gear	829.90
6184 Uniforms-Purchases	49.79
<b>Total Uniforms</b>	<b>879.69</b>
Vehicle and Transportation	
6160 Transportation-Vehicles Maintenance	1,261.65
<b>Total Vehicle and Transportation</b>	<b>1,261.65</b>
<b>Total 6000 Operating Expenses</b>	<b>18,707.85</b>
7000 Other General Expenses	
7061 Weather Emergency Events	2,501.28
Utilities	
7047 Utilities- Electric Street Lights	94.77
7049 Utilities-Gas	2,314.90
7052 Utilities-Water	728.66
<b>Total Utilities</b>	<b>3,138.33</b>
<b>Total 7000 Other General Expenses</b>	<b>5,639.61</b>
8300 Public Arts Programs	
8825 Farmers Market	1,075.00
<b>Total 8300 Public Arts Programs</b>	<b>1,075.00</b>

	TOTAL
9996 9999-General Government	
99516 Insurance (All Depts.)	0.00
<b>Total 9996 9999-General Government</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>\$373,206.53</b>
NET OPERATING INCOME	<b>\$ -198,080.34</b>
Other Income	
Debt Service Revenue	
1100 Real Estate Taxes for Debt Serv	0.00
<b>Total Debt Service Revenue</b>	<b>0.00</b>
General Fund Reserve	0.00
<b>Total Other Income</b>	<b>\$0.00</b>
Other Expenses	
1418 Economic Development Fund - Expenses	11,000.00
TIF Expenses	
1186 MuniCap Fees	1,225.00
<b>Total TIF Expenses</b>	<b>1,225.00</b>
<b>Total Other Expenses</b>	<b>\$12,225.00</b>
NET OTHER INCOME	<b>\$ -12,225.00</b>
NET INCOME	<b>\$ -210,305.34</b>



# TOWN OF RIVERDALE PARK

## DRAFT BUDGET VS. ACTUALS

July 2018 - February 2019

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
4000 Local Taxes				
4001 Real Estate Taxes	4,149,792.07	4,100,000.00	49,792.07	101.21 %
4008 Personal Property Tax	339,952.72	303,000.00	36,952.72	112.20 %
4010 Personal Property Tax Prior	-278.00	-7,500.00	7,222.00	3.71 %
4012 Local Income Taxes	395,727.91	515,000.00	-119,272.09	76.84 %
4014 Operating Tax	207,128.20	166,000.00	41,128.20	124.78 %
4015 Admissions and Amusement Tax	23.15	500.00	-476.85	4.63 %
<b>Total 4000 Local Taxes</b>	<b>5,092,346.05</b>	<b>5,077,000.00</b>	<b>15,346.05</b>	<b>100.30 %</b>
4100 Licenses & Permits				
4101 Multi-Family Rental License	118,900.00	108,025.00	10,875.00	110.07 %
4104 Single Family Rental License	20,875.00	31,000.00	-10,125.00	67.34 %
4106 Rental License Late Fees	60.00	1,600.00	-1,540.00	3.75 %
4111 Building Permits	85,704.45	60,000.00	25,704.45	142.84 %
4113 Business License	28,639.58	38,800.00	-10,160.42	73.81 %
4115 Parking Permits	725.00	500.00	225.00	145.00 %
4119 Alarm Registrations & Reductions	280.00	3,460.00	-3,180.00	8.09 %
<b>Total 4100 Licenses &amp; Permits</b>	<b>255,184.03</b>	<b>243,385.00</b>	<b>11,799.03</b>	<b>104.85 %</b>
4200 Administrative Fees				
4204 Abatement Charges	2,965.00	1,000.00	1,965.00	296.50 %
4207 Municipal Infractions		2,000.00	-2,000.00	
4210 Flagging Receipts (MVA Flag)		750.00	-750.00	
<b>Total 4200 Administrative Fees</b>	<b>2,965.00</b>	<b>3,750.00</b>	<b>-785.00</b>	<b>79.07 %</b>
4300 Fines & Forfeitures				
4301 Police Reports	4,860.00	6,500.00	-1,640.00	74.77 %
4304 Vehicle Impounds	19,380.00	30,000.00	-10,620.00	64.60 %
4310 Parking Citations	11,877.50	18,000.00	-6,122.50	65.99 %
<b>Total 4300 Fines &amp; Forfeitures</b>	<b>36,117.50</b>	<b>54,500.00</b>	<b>-18,382.50</b>	<b>66.27 %</b>
4400 Community Safety Programs				
4401 Safe Speed for Students	358,580.00	510,203.00	-151,623.00	70.28 %
4402 Safe Speed for Students Prior Years	8,551.30	10,000.00	-1,448.70	85.51 %
4403 Automated Red Light Enforcement		7,500.00	-7,500.00	
<b>Total 4400 Community Safety Programs</b>	<b>367,131.30</b>	<b>527,703.00</b>	<b>-160,571.70</b>	<b>69.57 %</b>
4500 Intergovernmental Revenues				
4501 Highway User	28,326.33	40,000.00	-11,673.67	70.82 %
4504 State Aid Police	83,577.50	167,155.00	-83,577.50	50.00 %
4507 Financial Corp		11,000.00	-11,000.00	
4510 Disposal Fee Rebate	8,810.25	13,500.00	-4,689.75	65.26 %
<b>Total 4500 Intergovernmental Revenues</b>	<b>120,714.08</b>	<b>231,655.00</b>	<b>-110,940.92</b>	<b>52.11 %</b>



	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4800 Misc. Service/Fee Revenue				
1304 Health and Wellness Transfer-In		25,200.00	-25,200.00	
4801 Cable TV - Public Ed & Gov		68,500.00	-68,500.00	
4804 Cable TV - Franchise Fees	71,954.13		71,954.13	
4807 Interest Income	44,180.74	24,000.00	20,180.74	184.09 %
4810 Contribution from ACP	20,000.00	20,000.00	0.00	100.00 %
4813 Miscellaneous	25,633.50	12,500.00	13,133.50	205.07 %
4823 Transfer from Health and Wellness Fund	121,174.00		121,174.00	
4901 Recycled Scrap Metal Revenue	671.70		671.70	
<b>Total 4800 Misc. Service/Fee Revenue</b>	<b>283,614.07</b>	<b>150,200.00</b>	<b>133,414.07</b>	<b>188.82 %</b>
<b>Total Income</b>	<b>\$6,158,072.03</b>	<b>\$6,288,193.00</b>	<b>\$ -130,120.97</b>	<b>97.93 %</b>
GROSS PROFIT	<b>\$6,158,072.03</b>	<b>\$6,288,193.00</b>	<b>\$ -130,120.97</b>	<b>97.93 %</b>
Expenses				
5000 Salaries & Wages				
5001 Wages-Full Time	1,693,415.86	3,105,288.00	-1,411,872.14	54.53 %
5013 Vacation Regular	166,505.51		166,505.51	
5016 Sick	89,558.74		89,558.74	
5019 Comp Time	16,991.78	17,500.00	-508.22	97.10 %
5022 Holiday Regular	48,251.63		48,251.63	
5034 Retroactive	12,557.72		12,557.72	
<b>Total 5001 Wages-Full Time</b>	<b>2,027,281.24</b>	<b>3,122,788.00</b>	<b>-1,095,506.76</b>	<b>64.92 %</b>
5004 Wages-Part-Time	29,134.54	48,000.00	-18,865.46	60.70 %
5010 Wages-Interns	7,952.00	4,000.00	3,952.00	198.80 %
5023 Holiday 1.5	31,379.61		31,379.61	
5025 Night Differential	11,965.88	19,500.00	-7,534.12	61.36 %
5028 Special Rates	28,493.25	31,000.00	-2,506.75	91.91 %
5031 Bilingual Pay Premium	8,960.00	18,720.00	-9,760.00	47.86 %
5037 Uniform Allowance	6,280.00	14,080.00	-7,800.00	44.60 %
5046 Stipend Individual	-500.00	9,342.00	-9,842.00	-5.35 %
Bilingual	-560.00		-560.00	
Wages				
Holiday Pay	-5,673.80		-5,673.80	
<b>Total Wages</b>	<b>-5,673.80</b>		<b>-5,673.80</b>	
<b>Total 5000 Salaries &amp; Wages</b>	<b>2,144,712.72</b>	<b>3,267,430.00</b>	<b>-1,122,717.28</b>	<b>65.64 %</b>
5100 Employee Benefits				
5101 Insurance-Workers Compensation	77,867.00	133,179.00	-55,312.00	58.47 %
5104 Insurance-Medical (75%)	196,724.65	339,949.00	-143,224.35	57.87 %
5107 Insurance-Medical (100%)	29,450.73	27,124.00	2,326.73	108.58 %
5113 Insurance-Life	15,586.12	15,110.00	476.12	103.15 %
5119 Insurance-Long Term Disability	8,755.59	13,547.00	-4,791.41	64.63 %
5120 AD&D	969.22	2,000.00	-1,030.78	48.46 %
5121 Golds Gym	712.80		712.80	
5122 Payroll Taxes	171,135.70	245,659.00	-74,523.30	69.66 %
5125 Retirement-Defined Contribution	107,397.49	72,123.00	35,274.49	148.91 %
5128 Retirement-Defined Benefits	248,950.99	351,407.00	-102,456.01	70.84 %
66000 Payroll Expenses	2,010.40		2,010.40	
<b>Total 5100 Employee Benefits</b>	<b>859,560.69</b>	<b>1,200,098.00</b>	<b>-340,537.31</b>	<b>71.62 %</b>

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5118 MD Unemployment Insurance	4,810.00		4,810.00	
5200 Overtime Premiums				
5201 Overtime Premium	73,692.75	138,300.00	-64,607.25	53.28 %
<b>Total 5200 Overtime Premiums</b>	<b>73,692.75</b>	<b>138,300.00</b>	<b>-64,607.25</b>	<b>53.28 %</b>
5300 Contractual Services				
5301 Financial Services	18,994.05	25,000.00	-6,005.95	75.98 %
5307 Landscape Services	215.10	8,000.00	-7,784.90	2.69 %
5310 Engineering Services		12,000.00	-12,000.00	
5313 Legal Services	52,252.71	50,000.00	2,252.71	104.51 %
5316 Opto Park (Parking Citations)	3,055.45	9,400.00	-6,344.55	32.50 %
5319 Opto Traffic (SS4S) Program	167,505.75	222,000.00	-54,494.25	75.45 %
5320 Opto Traffic Redlight Program		2,500.00	-2,500.00	
5322 Trash & Recycling Services	99,365.00	270,000.00	-170,635.00	36.80 %
5325 Tree Maintenance Services	20,530.00	35,000.00	-14,470.00	58.66 %
5328 Lexipol Services	8,906.00	8,700.00	206.00	102.37 %
5331 Karen Kruger - Atty LEOBR	3,601.00	5,000.00	-1,399.00	72.02 %
5334 Voice Recorder Service Plan		2,200.00	-2,200.00	
6078 Employee Services	24,931.40	13,000.00	11,931.40	191.78 %
<b>Total 5300 Contractual Services</b>	<b>399,356.46</b>	<b>662,800.00</b>	<b>-263,443.54</b>	<b>60.25 %</b>
6000 Operating Expenses				
Dues/Memberships/Subscriptions/Publications				
6013 Dues/Memberships	14,977.55	17,269.00	-2,291.45	86.73 %
6014 Publications/Subscriptions	22.13		22.13	
<b>Total Dues/Memberships/Subscriptions/Publications</b>	<b>14,999.68</b>	<b>17,269.00</b>	<b>-2,269.32</b>	<b>86.86 %</b>
Employee Services				
5040 Employee Recognition	2,518.74	3,000.00	-481.26	83.96 %
5041 Awards & Gifts	624.07		624.07	
6034 Employee Wellness Programs	2,068.30	15,000.00	-12,931.70	13.79 %
6077 New Hire Expenses	2,079.03	4,550.00	-2,470.97	45.69 %
6080 Benevolence & Goodwill	535.85	1,240.00	-704.15	43.21 %
<b>Total Employee Services</b>	<b>7,825.99</b>	<b>23,790.00</b>	<b>-15,964.01</b>	<b>32.90 %</b>
Equipment				
6037 Equipment-Operator for Projects		5,000.00	-5,000.00	
6038 Equipment-Purchases	3,619.37	10,500.00	-6,880.63	34.47 %
6040 Equipment-Rental	15,318.10	12,130.00	3,188.10	126.28 %
6067 Maintenance-Machinery/Equipment	11,007.49	29,000.00	-17,992.51	37.96 %
<b>Total Equipment</b>	<b>29,944.96</b>	<b>56,630.00</b>	<b>-26,685.04</b>	<b>52.88 %</b>
Finance Charges				
6001 Bank Service Fees	678.03	500.00	178.03	135.61 %
6085 Other Services & Charges	285.37	600.00	-314.63	47.56 %
<b>Total Finance Charges</b>	<b>963.40</b>	<b>1,100.00</b>	<b>-136.60</b>	<b>87.58 %</b>
Information Technology				
6004 Computer & Software	1,768.46	2,750.00	-981.54	64.31 %
6049 Information Technology Services	20,302.82	25,000.00	-4,697.18	81.21 %
6052 Information Technology-Internet	833.00		833.00	
6053 I-NET Internet Services	7,760.18	9,446.00	-1,685.82	82.15 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6055 Information Technology - Small Purchases	3,014.96	8,864.00	-5,849.04	34.01 %
6100 Software-Licenses	4,742.00	2,500.00	2,242.00	189.68 %
6103 Software-Maintenance Agreements	577.00	3,877.00	-3,300.00	14.88 %
<b>Total Information Technology</b>	<b>38,998.42</b>	<b>52,437.00</b>	<b>-13,438.58</b>	<b>74.37 %</b>
Insurance Liability				
6058 Insurance- Liability	49,770.05	85,000.00	-35,229.95	58.55 %
<b>Total Insurance Liability</b>	<b>49,770.05</b>	<b>85,000.00</b>	<b>-35,229.95</b>	<b>58.55 %</b>
Office Supplies				
6124 Supplies-Office	13,972.64	24,740.00	-10,767.36	56.48 %
<b>Total Office Supplies</b>	<b>13,972.64</b>	<b>24,740.00</b>	<b>-10,767.36</b>	<b>56.48 %</b>
Operating Supplies				
6121 Supplies-Building/Janitorial	2,247.08	1,700.00	547.08	132.18 %
6127 Supplies-Operating & Materials	14,316.84	14,900.00	-583.16	96.09 %
6130 Supplies-Safety Related	724.02	1,680.00	-955.98	43.10 %
6133 Supplies-Hand Tools	250.22	2,000.00	-1,749.78	12.51 %
<b>Total Operating Supplies</b>	<b>17,538.16</b>	<b>20,280.00</b>	<b>-2,741.84</b>	<b>86.48 %</b>
Postage				
6091 Postage-Messenger Services	3,212.90	4,547.00	-1,334.10	70.66 %
<b>Total Postage</b>	<b>3,212.90</b>	<b>4,547.00</b>	<b>-1,334.10</b>	<b>70.66 %</b>
Printing/News Letters/Advertising				
6079 Newsletter (Town Crier)	10,725.05	20,850.00	-10,124.95	51.44 %
6097 Public & Legal Notices/Ads	1,396.37	2,000.00	-603.63	69.82 %
<b>Total Printing/News Letters/Advertising</b>	<b>12,121.42</b>	<b>22,850.00</b>	<b>-10,728.58</b>	<b>53.05 %</b>
Site & Building Improvements				
6061 Maintenance-Buildings	7,203.92	1,000.00	6,203.92	720.39 %
<b>Total Site &amp; Building Improvements</b>	<b>7,203.92</b>	<b>1,000.00</b>	<b>6,203.92</b>	<b>720.39 %</b>
Special Events				
6151 Special Projects & Events	5,359.34	23,700.00	-18,340.66	22.61 %
<b>Total Special Events</b>	<b>5,359.34</b>	<b>23,700.00</b>	<b>-18,340.66</b>	<b>22.61 %</b>
Special Services				
6010 Disposal Services Fees	7,161.25	11,000.00	-3,838.75	65.10 %
6019 Education-Town Cable TV Channel	2,750.00	7,250.00	-4,500.00	37.93 %
6031 Elections		10,271.00	-10,271.00	
6076 Mosquito Control Program		1,400.00	-1,400.00	
6088 Park Maintenance & Service		1,550.00	-1,550.00	
6109 Speed Camera - Admin Exp. Current Year	4,500.00	5,000.00	-500.00	90.00 %
6175 Tree Installation Service		7,000.00	-7,000.00	
<b>Total Special Services</b>	<b>14,411.25</b>	<b>43,471.00</b>	<b>-29,059.75</b>	<b>33.15 %</b>
Street Improvements				
6112 Street-Light Fixtures & Repair	446.00	19,684.00	-19,238.00	2.27 %
6118 Street-Signs & Traffic Co	6,576.81	14,735.00	-8,158.19	44.63 %
<b>Total Street Improvements</b>	<b>7,022.81</b>	<b>34,419.00</b>	<b>-27,396.19</b>	<b>20.40 %</b>
Telephones & Communications				
6142 Telephone-Air Cards	9,219.70	12,580.00	-3,360.30	73.29 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6145 Telephone-Land Line	2,698.74		2,698.74	
6148 Telephone-Mobile	13,422.07	20,900.00	-7,477.93	64.22 %
<b>Total Telephones &amp; Communications</b>	<b>25,340.51</b>	<b>33,480.00</b>	<b>-8,139.49</b>	<b>75.69 %</b>
Training & Education				
6016 Education-Conference & Seminar	1,975.00	15,345.00	-13,370.00	12.87 %
6022 Education-Training	3,322.60	27,360.00	-24,037.40	12.14 %
6025 Education-Training Aids	143.00	5,000.00	-4,857.00	2.86 %
6028 Education-Tuition Reimbursement		2,000.00	-2,000.00	
<b>Total Training &amp; Education</b>	<b>5,440.60</b>	<b>49,705.00</b>	<b>-44,264.40</b>	<b>10.95 %</b>
Travel Expenses				
6163 Travel- Mileage Reimbursement	154.00	970.00	-816.00	15.88 %
6166 Travel-Hotel	1,341.30	19,300.00	-17,958.70	6.95 %
6169 Travel - Meals and Incidentals	685.00	1,765.00	-1,080.00	38.81 %
6172 Travel-Transportation		645.00	-645.00	
<b>Total Travel Expenses</b>	<b>2,180.30</b>	<b>22,680.00</b>	<b>-20,499.70</b>	<b>9.61 %</b>
Uniforms				
6056 Body Camera Program	100.00	18,000.00	-17,900.00	0.56 %
6136 Supplies-Special Police	427.20	1,600.00	-1,172.80	26.70 %
6178 Uniforms-Laundry Services	4,213.93	12,110.00	-7,896.07	34.80 %
6181 Uniforms-Police Gear	640.10	5,000.00	-4,359.90	12.80 %
6184 Uniforms-Purchases	6,566.27	15,015.00	-8,448.73	43.73 %
<b>Total Uniforms</b>	<b>11,947.50</b>	<b>51,725.00</b>	<b>-39,777.50</b>	<b>23.10 %</b>
Vehicle and Transportation				
6154 Transportation-Gas & Oil	56,960.29	87,620.00	-30,659.71	65.01 %
6157 Transportation-Vehicles Body Repair	978.34	1,150.00	-171.66	85.07 %
6160 Transportation-Vehicles Maintenance	43,736.00	77,760.00	-34,024.00	56.24 %
<b>Total Vehicle and Transportation</b>	<b>101,674.63</b>	<b>166,530.00</b>	<b>-64,855.37</b>	<b>61.05 %</b>
<b>Total 6000 Operating Expenses</b>	<b>369,928.48</b>	<b>735,353.00</b>	<b>-365,424.52</b>	<b>50.31 %</b>
7000 Other General Expenses				
7004 Building Maintenance		3,500.00	-3,500.00	
7010 Child Care Reimbursement		500.00	-500.00	
7016 Maintenance Buildings		1,100.00	-1,100.00	
7022 Maintenance-Fuel Manage System	2,214.50	4,800.00	-2,585.50	46.14 %
7061 Weather Emergency Events	1,685.23	12,500.00	-10,814.77	13.48 %
7201 Contingency		23,000.00	-23,000.00	
Computer Services				
7055 Website-Domain Names	400.00	500.00	-100.00	80.00 %
7058 Website-Hosting Services	2,806.00	3,500.00	-694.00	80.17 %
<b>Total Computer Services</b>	<b>3,206.00</b>	<b>4,000.00</b>	<b>-794.00</b>	<b>80.15 %</b>
Utilities				
7046 Utilities-Electric Buildings	10,014.63	19,000.00	-8,985.37	52.71 %
7047 Utilities- Electric Street Lights	42,373.54	80,000.00	-37,626.46	52.97 %
7049 Utilities-Gas	4,696.08	11,100.00	-6,403.92	42.31 %
7052 Utilities-Water	2,908.83	6,642.00	-3,733.17	43.79 %
<b>Total Utilities</b>	<b>59,993.08</b>	<b>116,742.00</b>	<b>-56,748.92</b>	<b>51.39 %</b>
<b>Total 7000 Other General Expenses</b>	<b>67,098.81</b>	<b>166,142.00</b>	<b>-99,043.19</b>	<b>40.39 %</b>

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
8000 Town Sponsored Events				
8004 Centennial Celebration		1,250.00	-1,250.00	
8007 Children's Events	1,900.00	2,700.00	-800.00	70.37 %
8010 Spring Event	266.77	1,425.00	-1,158.23	18.72 %
8013 Fun Run		2,000.00	-2,000.00	
8016 Holiday Market	4,350.00	4,195.00	155.00	103.69 %
8017 National Night Out	2,163.37	3,450.00	-1,286.63	62.71 %
8019 Riverdale Park Day	3,948.00	5,000.00	-1,052.00	78.96 %
8022 Honoring Veterans	1,582.73	1,500.00	82.73	105.52 %
<b>Total 8000 Town Sponsored Events</b>	<b>14,210.87</b>	<b>21,520.00</b>	<b>-7,309.13</b>	<b>66.04 %</b>
8300 Public Arts Programs				
8301 Jazz on the Lawn	1,200.00	1,200.00	0.00	100.00 %
8304 Summer Movie Nights	112.85	2,000.00	-1,887.15	5.64 %
8825 Farmers Market	8,600.00	15,800.00	-7,200.00	54.43 %
<b>Total 8300 Public Arts Programs</b>	<b>9,912.85</b>	<b>19,000.00</b>	<b>-9,087.15</b>	<b>52.17 %</b>
8500 Public Grants				
8501 Hyattsville CDC		4,000.00	-4,000.00	
8503 Hyattsville CDC Agreement	10,000.00	10,000.00	0.00	100.00 %
8507 Public Arts Programming		1,000.00	-1,000.00	
8509 Community Projects		1,000.00	-1,000.00	
<b>Total 8500 Public Grants</b>	<b>10,000.00</b>	<b>16,000.00</b>	<b>-6,000.00</b>	<b>62.50 %</b>
8700 Municipal Grants				
8701 Fire Department	21,000.00	21,000.00	0.00	100.00 %
<b>Total 8700 Municipal Grants</b>	<b>21,000.00</b>	<b>21,000.00</b>	<b>0.00</b>	<b>100.00 %</b>
8800 Social Concerns				
8801 The Birthday Book Project	915.00	850.00	65.00	107.65 %
8804 RES-Funds for Parent Outreach		650.00	-650.00	
8807 RES-Uniforms for School Students		1,400.00	-1,400.00	
8810 Community Thanksgiving Meal	300.00	300.00	0.00	100.00 %
8813 Doll Program		600.00	-600.00	
8816 Community Coat Drive Donations	600.00	600.00	0.00	100.00 %
8819 Community Crisis Services	607.75	600.00	7.75	101.29 %
8822 Seasonal Gift for Children and Families		550.00	-550.00	
8828 Unallocated Social Concerns		5,000.00	-5,000.00	
<b>Total 8800 Social Concerns</b>	<b>2,422.75</b>	<b>10,550.00</b>	<b>-8,127.25</b>	<b>22.96 %</b>
9000 Marketing, Promotions & Programming				
9004 Marketing & Promotions	1,106.94	15,000.00	-13,893.06	7.38 %
9006 Programming		15,000.00	-15,000.00	
<b>Total 9000 Marketing, Promotions &amp; Programming</b>	<b>1,106.94</b>	<b>30,000.00</b>	<b>-28,893.06</b>	<b>3.69 %</b>
<b>Total Expenses</b>	<b>\$3,977,813.32</b>	<b>\$6,288,193.00</b>	<b>\$ -2,310,379.68</b>	<b>63.26 %</b>
<b>NET OPERATING INCOME</b>	<b>\$2,180,258.71</b>	<b>\$0.00</b>	<b>\$2,180,258.71</b>	<b>0.00%</b>
Other Income				
1132 Transfer From General Fund Reserve	-145,637.00		-145,637.00	
1133 Transfer To General Fund Reserve	145,637.00		145,637.00	
CIP - Revenue Unrestricted				
2010 CIP - Unrestricted Revenue	87,496.00		87,496.00	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Total CIP - Revenue Unrestricted</b>	<b>87,496.00</b>		<b>87,496.00</b>	
Debt Service Revenue				
1100 Real Estate Taxes for Debt Serv	216,126.00		216,126.00	
<b>Total Debt Service Revenue</b>	<b>216,126.00</b>		<b>216,126.00</b>	
Health & Wellness Fund				
1415 Health & Wellness Fund Revenue	45,824.14		45,824.14	
<b>Total Health &amp; Wellness Fund</b>	<b>45,824.14</b>		<b>45,824.14</b>	
TIF Revenue				
1170 Real Estate Taxes - TIF Revenue	432,380.32		432,380.32	
<b>Total TIF Revenue</b>	<b>432,380.32</b>		<b>432,380.32</b>	
Transfers to CIP				
1127 Sale of Vehicles	2,878.61		2,878.61	
1130 Transfer to CIP PEG \$	8,362.95		8,362.95	
1131 Transfer to CIP HUR \$	138,655.39		138,655.39	
<b>Total Transfers to CIP</b>	<b>149,896.95</b>		<b>149,896.95</b>	
<b>Total Other Income</b>	<b>\$931,723.41</b>	<b>\$0.00</b>	<b>\$931,723.41</b>	<b>0.00%</b>
Other Expenses				
1200 Capital Improvement Projects				
1202 Site Improvements	55,804.00		55,804.00	
1204 Engineering Cost	9,954.18		9,954.18	
1208 Vehicles & Equipment	178,173.64		178,173.64	
1209 Furniture	934.89		934.89	
1212 Street Furniture	2,760.00		2,760.00	
1220 Equipment	4,178.68		4,178.68	
1223 Bike Path / Lanes Improvements	-20,720.00		-20,720.00	
1230 Information Technology	17,097.86		17,097.86	
1417 Field of Dreams Expense	3,000.00		3,000.00	
<b>Total 1200 Capital Improvement Projects</b>	<b>251,183.25</b>		<b>251,183.25</b>	
1305 Transfer From TIF Admin	55,349.00		55,349.00	
1418 Economic Development Fund - Expenses	12,729.76		12,729.76	
Debt Service				
1105 Principal Loan Payments	118,000.00		118,000.00	
1110 Interest Expense	76,760.13		76,760.13	
<b>Total Debt Service</b>	<b>194,760.13</b>		<b>194,760.13</b>	
TIF Expenses				
1175 Principal Loan Payments	230,796.55		230,796.55	
1180 Interest Expense	116,325.13		116,325.13	
1186 MuniCap Fees	6,770.00		6,770.00	
<b>Total TIF Expenses</b>	<b>353,891.68</b>		<b>353,891.68</b>	
<b>Total Other Expenses</b>	<b>\$867,913.82</b>	<b>\$0.00</b>	<b>\$867,913.82</b>	<b>0.00%</b>
<b>NET OTHER INCOME</b>	<b>\$63,809.59</b>	<b>\$0.00</b>	<b>\$63,809.59</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$2,244,068.30</b>	<b>\$0.00</b>	<b>\$2,244,068.30</b>	<b>0.00%</b>

# TOWN OF RIVERDALE PARK

## PROFIT AND LOSS

February 2019

	TOTAL
Income	
4000 Local Taxes	
4001 Real Estate Taxes	-64,897.75
4008 Personal Property Tax	-58,755.80
4012 Local Income Taxes	118,388.68
<b>Total 4000 Local Taxes</b>	<b>-5,264.87</b>
4100 Licenses & Permits	
4104 Single Family Rental License	200.00
4111 Building Permits	3,671.38
4113 Business License	250.00
4115 Parking Permits	725.00
4119 Alarm Registrations & Reductions	160.00
<b>Total 4100 Licenses &amp; Permits</b>	<b>5,006.38</b>
4300 Fines & Forfeitures	
4310 Parking Citations	850.00
<b>Total 4300 Fines &amp; Forfeitures</b>	<b>850.00</b>
4400 Community Safety Programs	
4401 Safe Speed for Students	51,630.00
4402 Safe Speed for Students Prior Years	645.00
<b>Total 4400 Community Safety Programs</b>	<b>52,275.00</b>
4500 Intergovernmental Revenues	
4501 Highway User	6,428.80
<b>Total 4500 Intergovernmental Revenues</b>	<b>6,428.80</b>
4800 Misc. Service/Fee Revenue	
4804 Cable TV - Franchise Fees	52,709.87
4807 Interest Income	6,259.37
4813 Miscellaneous	24,164.50
4901 Recycled Scrap Metal Revenue	7.29
<b>Total 4800 Misc. Service/Fee Revenue</b>	<b>83,141.03</b>
<b>Total Income</b>	<b>\$142,436.34</b>
<b>GROSS PROFIT</b>	<b>\$142,436.34</b>
Expenses	
5000 Salaries & Wages	
5001 Wages-Full Time	189,894.70
5013 Vacation Regular	10,977.18
5016 Sick	14,799.08
5019 Comp Time	1,412.17
5022 Holiday Regular	7,075.92
5034 Retroactive	240.00
<b>Total 5001 Wages-Full Time</b>	<b>224,399.05</b>
5004 Wages-Part-Time	4,000.00
5010 Wages-Interns	105.00

	TOTAL
5025 Night Differential	1,255.50
5028 Special Rates	3,808.18
5031 Bilingual Pay Premium	960.00
5046 Stipend Individual	-500.00
<b>Total 5000 Salaries &amp; Wages</b>	<b>234,027.73</b>
5100 Employee Benefits	
5101 Insurance-Workers Compensation	10,849.00
5104 Insurance-Medical (75%)	32,834.13
5107 Insurance-Medical (100%)	4,732.51
5113 Insurance-Life	724.38
5121 Golds Gym	110.88
5122 Payroll Taxes	18,253.90
5125 Retirement-Defined Contribution	99,783.89
5128 Retirement-Defined Benefits	26,417.27
66000 Payroll Expenses	9.95
<b>Total 5100 Employee Benefits</b>	<b>193,715.91</b>
5200 Overtime Premiums	
5201 Overtime Premium	6,719.71
<b>Total 5200 Overtime Premiums</b>	<b>6,719.71</b>
5300 Contractual Services	
5301 Financial Services	7,123.80
5313 Legal Services	2,897.57
5316 Opto Park (Parking Citations)	212.50
5319 Opto Traffic (SS4S) Program	23,763.55
6078 Employee Services	13,808.61
<b>Total 5300 Contractual Services</b>	<b>47,806.03</b>
6000 Operating Expenses	
Dues/Memberships/Subscriptions/Publications	
6013 Dues/Memberships	3,645.46
<b>Total</b>	<b>3,645.46</b>
<b>Dues/Memberships/Subscriptions/Publications</b>	
Employee Services	
5040 Employee Recognition	41.44
6034 Employee Wellness Programs	279.00
6077 New Hire Expenses	575.28
6080 Benevolence & Goodwill	82.95
<b>Total Employee Services</b>	<b>978.67</b>
Equipment	
6038 Equipment-Purchases	79.47
6040 Equipment-Rental	2,340.91
<b>Total Equipment</b>	<b>2,420.38</b>
Finance Charges	
6001 Bank Service Fees	391.00
<b>Total Finance Charges</b>	<b>391.00</b>
Information Technology	
6049 Information Technology Services	1,950.46
6053 I-NET Internet Services	2,055.70
<b>Total Information Technology</b>	<b>4,006.16</b>
Insurance Liability	



	TOTAL
6058 Insurance- Liability	20,279.25
<b>Total Insurance Liability</b>	<b>20,279.25</b>
Office Supplies	
6124 Supplies-Office	1,104.73
<b>Total Office Supplies</b>	<b>1,104.73</b>
Operating Supplies	
6121 Supplies-Building/Janitorial	1,328.63
6127 Supplies-Operating & Materials	1,993.95
<b>Total Operating Supplies</b>	<b>3,322.58</b>
Postage	
6091 Postage-Messenger Services	558.69
<b>Total Postage</b>	<b>558.69</b>
Printing/News Letters/Advertising	
6079 Newsletter (Town Crier)	1,548.30
6097 Public & Legal Notices/Ads	591.76
<b>Total Printing/News Letters/Advertising</b>	<b>2,140.06</b>
Site & Building Improvements	
6061 Maintenance-Buildings	230.92
<b>Total Site &amp; Building Improvements</b>	<b>230.92</b>
Special Services	
6010 Disposal Services Fees	408.00
6019 Education-Town Cable TV Channel	250.00
<b>Total Special Services</b>	<b>658.00</b>
Street Improvements	
6118 Street-Signs & Traffic Co	347.76
<b>Total Street Improvements</b>	<b>347.76</b>
Telephones & Communications	
6142 Telephone-Air Cards	1,280.68
6148 Telephone-Mobile	1,348.87
<b>Total Telephones &amp; Communications</b>	<b>2,629.55</b>
Training & Education	
6022 Education-Training	50.00
<b>Total Training &amp; Education</b>	<b>50.00</b>
Uniforms	
6178 Uniforms-Laundry Services	210.92
6181 Uniforms-Police Gear	125.00
6184 Uniforms-Purchases	1,587.34
<b>Total Uniforms</b>	<b>1,923.26</b>
Vehicle and Transportation	
6154 Transportation-Gas & Oil	1,325.64
6157 Transportation-Vehicles Body Repair	193.00
6160 Transportation-Vehicles Maintenance	3,756.19
<b>Total Vehicle and Transportation</b>	<b>5,274.83</b>
<b>Total 6000 Operating Expenses</b>	<b>49,961.30</b>
7000 Other General Expenses	
Utilities	
7046 Utilities-Electric Buildings	962.99
7047 Utilities- Electric Street Lights	1,149.53

	TOTAL
7049 Utilities-Gas	1,918.94
7052 Utilities-Water	589.94
<b>Total Utilities</b>	<b>4,621.40</b>
<b>Total 7000 Other General Expenses</b>	<b>4,621.40</b>
8000 Town Sponsored Events	
8010 Spring Event	266.77
<b>Total 8000 Town Sponsored Events</b>	<b>266.77</b>
8300 Public Arts Programs	
8825 Farmers Market	1,075.00
<b>Total 8300 Public Arts Programs</b>	<b>1,075.00</b>
8500 Public Grants	
8503 Hyattsville CDC Agreement	10,000.00
<b>Total 8500 Public Grants</b>	<b>10,000.00</b>
<b>Total Expenses</b>	<b>\$548,193.85</b>
NET OPERATING INCOME	<b>\$ -405,757.51</b>
Other Income	
Health & Wellness Fund	
1415 Health & Wellness Fund Revenue	62,211.00
<b>Total Health &amp; Wellness Fund</b>	<b>62,211.00</b>
TIF Revenue	
1170 Real Estate Taxes - TIF Revenue	195,736.30
<b>Total TIF Revenue</b>	<b>195,736.30</b>
<b>Total Other Income</b>	<b>\$257,947.30</b>
Other Expenses	
TIF Expenses	
1186 MuniCap Fees	65.00
<b>Total TIF Expenses</b>	<b>65.00</b>
<b>Total Other Expenses</b>	<b>\$65.00</b>
NET OTHER INCOME	<b>\$257,882.30</b>
NET INCOME	<b>\$ -147,875.21</b>



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: March 29, 2019

RE: Appointment of Acting Town Manager

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**Action Requested:** The Mayor and Council are requested to appoint Mr. Paul Smith, Director of Finance and Employee Services, the Acting Town Manager effective April 14, 2019.

**Background:** The Town Manager, John Lestitian, will be out of the office and unavailable for an extended period. It is anticipated that this period of absence will be approximately four (4) weeks. The appointment of Mr. Smith is recommended to be for an indefinite period that will expire when Town Manager John Lestitian returns to full duty or when the Mayor and Council take additional action on this matter. While serving in the role of Acting Town Manager, it is recommended that Mr. Smith receive compensation at the same rate of pay currently paid to the Town Manager.

- c. Paul Smith, Director of Finance and Employee Services  
Leadership Team  
file



# **Town of Riverdale Park, Maryland**

## **Department of Public Works**

TO: John N. Lestitian, Town Manager

FROM: Ivy A. Lewis, Director of Public Projects and Services, DPW

Cc: James Davis, Operations Manager

DATE: March 28, 2019

RE: Lawn Mowing and Maintenance Services Agreement

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**Action Requested:** Staff requests that at the April 1<sup>st</sup> Legislative Session, the Mayor and Council authorize the Town Manager to enter into an agreement for Lawn Mowing and Maintenance Services with Motir Services, Inc., for an amount not to exceed Sixty-Six Thousand, Eight Hundred Dollars (\$66,800).

**Overview:** Motir Services, Inc. was the lowest of three bidders for Lawn Mowing and Maintenance Services at 18 Town-owned sites and specified locations along East West Highway (Route 410), for a bid price of \$59,862. The final bid price includes an expansion in the scope of work to include additional sections of East West Highway and a Fall mulching program. A portion of the additional cost is expected to be offset by a reimbursement from the Maryland Department of Transportation (MDOT) for lawn mowing and maintenance services along East West Highway. Staff is working directly with the District 3 Maintenance Division of MDOT State Highway Administration on a Memorandum of Understanding regarding the scope of work and reimbursement. The following is a breakout of the price components and expected amount of State reimbursement:

• Services to Town-Owned Sites	\$57,261.00
• Services to East West Highway	9,539.00
• Reimbursement from MDOT	<u>-3,000.00</u>
○ Total	\$63,800.00

Staff worked with Fred Sussman, the Town Attorney, to develop an agreement that is both consistent with the bid documents and protects the Town. The contract with Motir Services, Inc. will begin shortly after the Agreement is executed.

Staff will be available at the meeting to answer questions.

Attachment  
c. file



# **Town of Riverdale Park, Maryland**

## **Police Department**

**To:** John N. Lestitian, Town Manager

**Cc:** Staff Leadership Team

**From:** Chief David Morris

**Date:** March 28, 2019

**Re:** Police Coordination and Assistance Agreements

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### **Action Requested:**

Staff seeks authorization to sign a Memorandum of Understanding (MOU) for City of Hyattsville Criminal Intelligence Network (MCIN) Coalition and a Municipal Mutual Aid Agreement.

### **Overview:**

#### City of Hyattsville Criminal Intelligence Network (MCIN) Coalition

In 2016, Mayor and Council approved an MOU permitting the participation of the Town of Riverdale Park Police Department in the Hyattsville Safe Streets Initiative Grant (HSSI). This state funded program brought together allied law enforcement partners in Northern Prince George's County to identify serious and habitual offenders operating in this area, including the Town of Riverdale Park. This program proved successful in removing violent offenders involved in felonious acts.

The Maryland Criminal Intelligence Network (MCIN) Coalition is the next generation of HSSI. The primary purpose of this coalition is to develop a strategy that deploys State, County, and municipal resources to identify criminal gang members who are engaged in violent and property crimes. This includes a commitment to sharing of information in accordance with Federal and State law, pool resources to prioritize workloads, and coordinate prosecution strategies focused on the most violent offenders.

The MOU is funded through grants from the Governor's Office Crime Control and Prevention. Similar to the HSSI program, participating agencies are reimbursed for operations related to the Coalition.

**5004 Queensbury Road • Riverdale Park • Maryland 20737**



### Municipal Mutual Aid Agreement

In 2010, the Town of Riverdale Park entered into a Mutual Aid Agreement with surrounding municipalities permitting reciprocal deployment of law enforcement services in the event of an emergency and/or non-emergency situations. The purpose of this agreement was to provide on-duty police officers and investigators authority to operate within the corporate boundaries of an assigned jurisdiction under certain circumstances, serving as a force multiplier in both emergency and non-emergency situations.

The Mutual Aid Agreement is being updated to ensure compliance with current statutory requirements. The municipalities included in the updated agreement are:

- City of Hyattsville
- City of Mount Rainier
- Town of Bladensburg
- Town of Riverdale Park
- City of Greenbelt
- City of Laurel
- Town of University Park
- Town of Brentwood
- Town of Edmonston

### *Attachments:*

*City of Hyattsville Criminal Intelligence Network (MCIN) Coalition MOU*  
*Municipal Mutual Aid Agreement*



Candace B. Hollingsworth  
Mayor

Tracey Nicholson  
City Administrator

## MEMORANDUM OF UNDERSTANDING

### CITY OF HYATTSVILLE MARYLAND CRIMINAL INTELLIGENCE NETWORK (MCIN) COALITION

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#### PREAMBLE

WHEREAS, the Hyattsville Police Department Maryland Criminal Intelligence Network (MCIN) Coalition, (the "Coalition"), a collaboration of State, County and municipal public safety agencies, has been convened, to develop and to commit to a comprehensive, data-driven, strategic plan for reducing crime, disruption and dismantling of criminal gangs within the City of Hyattsville and surrounding areas; and,

WHEREAS, the initial focus of the agencies brought together was to discuss conditions in the City of Hyattsville and surrounding areas; that were contributing to violent and property crimes, and the criminal activities of gangs; and,

WHEREAS, the Coalition members have continued to meet, develop relationships and have identified specific actions that will improve public safety in the City of Hyattsville and surrounding areas; and,

WHEREAS, these discussions have already begun to enhance communication and coordination among State, County and municipal agencies committed to the public safety of the City of Hyattsville and surrounding areas; and,

WHEREAS, the signatories below further commit to working together to implement strategies continue constructive communication and problem solving, develop action plans, establish measures and evaluate success.

It is, by way of this Memorandum of Understanding,

HEREBY established the function of the City of Hyattsville MCIN Coalition.

#### I. Purpose

The function of the City of Hyattsville MCIN Coalition is to address issues affecting the public safety of the City of Hyattsville and surrounding areas.

## II. Established.

There is hereby established the City of Hyattsville MCIN Coalition which will remain in effect until such a time as the Coalition is no longer funded. Any member may withdraw from the City of Hyattsville MCIN Coalition upon written notice to the Chair of the Coalition with copies to the other members.

## III. Composition.

- A. The Coalition shall consist of the following members or their designees:
  - 1. Mayor, City of Hyattsville
  - 2. City Administrator, City of Hyattsville
  - 3. Chief of Police, City of Hyattsville
  - 4. Maryland State Police
  - 5. Director, Department of Public Safety and Correctional Services
  - 6. Director Maryland Department of Juvenile Services
  - 7. Health Officer, Prince George's County Health Department
  - 8. Director, Prince George's County Department of Corrections
  - 9. Prince George's County State's Attorney
  - 10. Sheriff, Prince George's County
  - 11. Chief of Police, Prince George's County Police Department
  - 12. Chief of Police, Town of Bladensburg Police Department
  - 13. Chief of Police, Town of Edmonston Police Department
  - 14. Chief of Police, City of Greenbelt Police Department
  - 15. Chief of Police, Mount Rainier Police Department
  - 16. Chief of Police, Riverdale Park Police Department
  - 17. Chief of Police, University Park Police Department
  - 18. Chief of Police, Maryland National Capital Park and Planning Commission Park Police
  - 19. Chief of Police, Washington Metropolitan Area Transit Authority
  - 20. Chief of Police, University of Maryland Police Department
  - 21. Chief of Police Cottage City-Colmar Manor Police Department
- B. Individuals who hold membership on the Coalition by virtue of an elected or appointed position shall only hold such membership during the individual's term of office.
- C. The Chair shall be selected by a majority vote of the Coalition and shall serve for a one year term as Chair.

- D. The Coalition shall meet at least quarterly.
- E. The Meetings of the Coalition shall be open to the public.

#### IV. Duties.

The Coalition shall:

- A. Develop a strategy that deploys State, County, and municipal resources to identify criminal gang members who are engaged in violent and property crimes. This includes a commitment to sharing of information in accordance with Federal and State law and pooling of resources to prioritize workloads.
- B. Coordinate prosecution strategies so they are focused on the most violent offenders and repeat offenders.
- C. Enhance information sharing, data analysis, and use of technology in accordance with Federal and State law to identify crime trends and to address community conditions leading to crime.
- D. Identify laws and regulations that can be used to support public safety efforts.
- E. Research legislative and regulatory changes that may enhance the success of the Coalition.
- F. Ensure social service and drug treatment programs are included throughout all facets of any efforts of the Coalition to reduce recidivism, support victims, and to improve offenders' chances of successful re-entry to the community from the correctional system.
- G. Include the community in all components of the works of the Coalition.
- H. Coupled with enforcement and social service deployment of resources, the Coalition shall seek to implement alternative dispute resolution, community-based crime prevention programs, and diversion initiatives.
- I. Commit to a monthly forum of operational members to share data, in accordance with Federal and State law, and to evaluate progress among the State, County and municipal public safety agencies working with the Coalition.

- J. Develop and adopt an action plan from time to time as the Coalition finds appropriate.

Signatories to the Memorandum of Understanding for the City of Hyattsville MCIN Coalition as of September 30, 2018:

1. \_\_\_\_\_  
The Honorable Candace B. Hollingsworth, Mayor City of Hyattsville
2. \_\_\_\_\_  
Tracey Nicholson, City Administrator City of Hyattsville
3. \_\_\_\_\_  
Amal E. Awad, Chief of Police City of Hyattsville
4. \_\_\_\_\_  
Col. William Pallozzi, Superintendent Maryland State Police
5. \_\_\_\_\_  
Stephen T. Moyer, Director Department of Public Safety and Correctional Services
6. \_\_\_\_\_  
Sam Abed, Secretary Maryland Department of Juvenile Services
7. \_\_\_\_\_  
Pamela B. Creekmur, Health Officer, Prince George's County Health Department
8. \_\_\_\_\_  
Mary Lou McDonough, Director, Prince George's County Department of Corrections
9. \_\_\_\_\_  
Aisha Braveboy, State's Attorney Prince George's County
10. \_\_\_\_\_  
Melvin C. High, Sheriff, Prince George's County
11. \_\_\_\_\_  
Henry P. Stawinski III, Chief Prince George's County Police Department
12. \_\_\_\_\_  
Tracy D. Stone, Chief Town of Bladensburg Police Department

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13. George William Sullivan , A/Chief Town of Edmonston Police Department

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14. Richard Bowers, Chief City of Greenbelt Police Department

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15. Anthony Morgan, Chief Mount Rainier Police Department

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16. David C. Morris, Chief Riverdale Park Police Department

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17. Harvey Baker, Chief University Park Police Department

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18. Stanley Johnson, Division Chief MNCPPC Police Department

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19. Michael Taborn, Chief, Washington Metro Transit Police Department  
(WMATA)

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20. David B. Mitchell, Director/Chief of Police, University of Maryland Police  
Department

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21. Georgia Miltenberger, Chief of Police Cottage City and Colmar Manor



# Mutual Aid Agreement

2019

**MUTUAL AID AGREEMENT BETWEEN THE:  
CITY OF HYATTSVILLE, MARYLAND,  
CITY OF MOUNT RAINIER, MARYLAND,  
TOWN OF BLADENSBURG, MARYLAND,  
TOWN OF RIVERDALE PARK, MARYLAND,  
CITY OF GREENBELT, MARYLAND,  
CITY OF LAUREL, MARYLAND,  
TOWN OF UNIVERSITY PARK, MARYLAND,  
TOWN OF BRENTWOOD, MARYLAND, AND  
TOWN OF EDMONSTON, MARYLAND.**

**MUTUAL AID AGREEMENT BETWEEN: THE CITY OF HYATTSVILLE, MARYLAND, CITY OF MOUNT RAINIER, MARYLAND, TOWN OF BLADENSBURG, MARYLAND, TOWN OF RIVERDALE PARK, MARYLAND, CITY OF GREENBELT, MARYLAND, CITY OF LAUREL, MARYLAND, TOWN OF UNIVERSITY PARK, MARYLAND, TOWN OF BRENTWOOD, MARYLAND, AND TOWN OF EDMONSTON, MARYLAND**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 2019, by and between the Mayor and City Council of the City of Hyattsville, Maryland (hereinafter the City of Hyattsville), the Mayor and City Council of Mount Rainier, Maryland (hereinafter the City of Mount Rainier) and the Mayor and Town Council of Bladensburg, Maryland (hereinafter the Town of Bladensburg), the Town of Riverdale Park (hereinafter the Town of Riverdale Park), the Mayor and City Council of the City of Greenbelt, Maryland (hereinafter the City of Greenbelt), the Mayor and City Council of the City of Laurel, Maryland (hereinafter the City of Laurel), the Mayor and Town Council of the Town of University Park, Maryland (hereinafter The Town of University Park), the Mayor and Town Council of the Town of Brentwood, Maryland (hereinafter the Town of Brentwood), the Mayor and Town Council of the Town of Edmonston, Maryland (hereinafter the Town of Edmonston).

**WHEREAS**, the Police Departments of the City of Hyattsville, the City of Mount Rainer, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston, collectively hereinafter ("signatory agencies/jurisdictions") are charged with providing police services to the citizens of Prince George's County, Maryland within their respective jurisdictions; and

**WHEREAS**, it is the mutual desire of each of these police agencies to enhance, foster and maintain the positive working relationship currently existing between them; and

**WHEREAS**, the Maryland Code, Criminal Procedures Article, Title 2, Section 2-105(e)(1), permits a municipal corporation to make a reciprocal agreement with other municipal corporations within the State to carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment, as provided by Maryland Code, Criminal Procedure Article, Title 2, Section 2-105(b); and

**WHEREAS**, the Maryland Code, Criminal Procedure Article, Title 2, Section 2-105(b), provides that the governing body of municipal corporation may determine the circumstances under which the police officers and other officers, agents, and employees of the municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the municipal corporation to any place within or outside the State.

**NOW THEREFORE**, pursuant to Maryland Code, Criminal Procedure Article, Title 2, Section 2-105 and the authority granted to them under their respective Charters, the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston by their undersigned officials, do hereby agree as follows:

## **ARTICLE I - SCOPE OF AGREEMENT**

1. Maryland State Code, Criminal Procedure Article, Title 2, Section 2-105(e)(1), provides that the governing body of any municipal corporation may enter into reciprocal agreements in order to carry out a plan to provide mutual aid through the furnishing of its police together with all necessary equipment in the event of an emergency and/or non-emergency situation and as provided in Section 2-105(b).

2. Pursuant to Maryland State Code, Criminal Procedure Article, Title 2, Section 2-105, the Mayors and City and Town Councils of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston, as governing bodies, have determined by their adoption of this Agreement that an emergency and/or non-emergency situation exists when:

- a. An on-duty Police Officer/Investigator of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston, witnesses, or has probable cause to believe there has occurred, the commission of criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction of any other signatory agency; or
- b. The Police Departments of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action, and that mutual aid provided herein may be utilized.
- c. For the purposes of this Agreement, a serious traffic offense is defined as:
  1. An offense committed in wanton or willful disregard for the safety of person or property; or
  2. An offense committed in a manner that indicates a wanton or willful disregard for the safety of persons or property; or
  3. When the officer has a reasonable belief that they or another person are in imminent danger of serious physical injury.

## **ARTICLE II - JURSDICITON**

1. Maryland State Code, Local Government Article, Title 5, Section 5-207 (formerly cited as Maryland Code, Article 23A, Section 2), grants to any municipal corporation the authority to establish and maintain a police force within that municipality.

2. In the event of an emergency and/or a non-emergency, as defined in Article II, Section 3, below, police officers from the signatory agencies may take police actions within the jurisdiction of any other signatory agency.

3. An emergency and/or a non-emergency situation arises, for the purposes of Article II, when:

- a. An on-duty Police Officer of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston, witnesses, or has probable cause to believe there has been the commission of criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction of any other signatory agency; or
- b. The Police Departments of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action.

4. A police incident or action shall be considered any matter which affects the public safety as determined by the senior police official or their designee of the signatory agency requesting mutual aid under this agreement.

### **ARTICLE III- AUTHORITY**

1. Pursuant to the actions of the Mayors and City and Town Councils of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston and in accordance with Maryland State Code, Criminal Procedure Article, Title 2, Section 2-105, and by the execution of this Agreement, the police officers of each signatory agency shall comply with the following procedures with respect to arrests and actions within the jurisdiction of any other signatory agency.

2. All calls for service concerning incidents having occurred or presently occurring within the jurisdiction of a signatory agency shall be referred to that agency.

3. Pursuant to the terms of this Agreement, police officers of any signatory agency may make arrests and exercise related police powers within the jurisdiction of any other signatory agency in an emergency and/or non-emergency situation.

- a. When a police officer makes any arrest within the jurisdiction of another signatory agency that officer will immediately notify the police agency having jurisdiction and take the suspect to the nearest central processing

station for processing, be present before a District Court Commissioner if required and prepare any necessary reports.

- b. All written reports regarding such an arrest shall be done in the format and manner prescribed by the arresting officer's agency.
- c. All written reports regarding such an arrest, as well as any reports required by the police department/division having primary jurisdiction must be prepared by the end of the officer's tour of duty and a copy forwarded to the agency having primary jurisdiction no later than 1700 hours the next business day.
- d. All follow-up investigations for all offenses will be conducted by the agency having primary jurisdiction.

4. Pursuant to the terms of this Agreement, police officers of any signatory agency may serve a warrant within the jurisdiction of any signatory agency in an emergency and/or non-emergency situation.

- a. The officer attempting service shall notify the agency having primary jurisdiction of the warrant attempt including the location and the name of the defendant, prior to service.
- b. Whenever possible, an officer of the agency having primary jurisdiction shall accompany the officer(s) attempting service of the warrant.

5. Pursuant to the terms of this Agreement, police officers of any signatory agency may issue a citation or make an application for a statement of charges for any serious traffic offense which occurs within the jurisdiction of any other signatory agency. No officer of any signatory agency shall actively engage in routine traffic enforcement within the boundaries of any other signatory agency. Each signatory agency must forward copies of any motor vehicle citations or statements of charges they issue, or cause to be issued, within the jurisdiction of any other signatory agency to that agency in accordance with the reporting provisions of Article III, subsections 3(b) and 3(c), above, of this Agreement.

6. In the event that any officer of any signatory agency responds to an incident or call for service within the jurisdiction of another signatory agency, the command authority shall be determined as follows:

- a. The agency having primary jurisdiction shall exercise command unless otherwise provided below.
- b. In the event that a police officer from any other signatory agency is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required

and begin to gather victim and/or witness information until an officer from the agency having primary jurisdiction arrives on the scene.

- c. A police officer who initially assumes command of a scene, as described in subsection 6(b), above, shall relinquish command to the first police officer from the agency having primary jurisdiction who arrives on the scene.
- d. Once that command has been relinquished, the initial officer shall not remain on the scene unless requested to do so by the officer in charge from the agency having primary jurisdiction.
- e. When police officers are involved in a situation as described in subsection 6(b), above, which requires an incident report, statement of charges, citation or any other police report or document, the officer must prepare the report, statement, citation or other document by the end of his/her tour of duty. A copy of the report, statement, citation or other document will be forwarded to the agency having primary jurisdiction no later than 1700 hours the next business day. This procedure will be followed regardless of whether command was relinquished to a police officer of that jurisdiction or the incident was handled to completion by the officer from another signatory agency.
- f. Officers will use direct radio communications with the requesting agency if the technology exists. In the absence of direct radio communications, officers will communicate directly with their respective communications centers who in turn will communicate directly with the requesting agency's communications center.

#### **ARTICLE IV - USE OF RESOURCES**

1. Pursuant to the terms of this Agreement, the senior on-duty official of a signatory agency in charge of any present incident or action within their jurisdiction is authorized to determine the need for additional police resources, if needed, in an emergency and/or non-emergency situation.

- a. Once this determination has been made, said official may request from the senior on-duty police official of any other signatory agency such resources as may be necessary and available to meet the need.
- b. Additionally, the senior official of an investigative task force that is operating in the jurisdiction of the signatory agencies is authorized to determine the need for additional resources from any other agency.



2. Pursuant to the terms of this Agreement, the Police Chief or Command Staff Officer of any signatory agency may determine the need for additional police resources as may be necessary for any future incident or action within their jurisdiction.

- a. Once this determination has been made, said official may request from the Police Chief or Command Staff Officer of any other signatory agency such resources as may be necessary and available.

3. In the event that a request for additional resources is made pursuant to Article IV, Sections 1 or 2, of this Agreement, the following procedures shall be followed:

- a. All requests for resources shall include:
  - 1. The name and position of the officer making the request,
  - 2. The nature and location of the emergency/ non-emergency,
  - 3. The number of personnel requested and whether specialized personnel are needed,
  - 4. The type(s) of equipment needed, and
  - 5. The name rank and location of the officer to whom assisting personnel shall report.
- b. The police official receiving such a request shall consider the circumstances of the request and the capability of the agency to provide the requested assistance. If the receiving official determines that the request can be met, they shall provide such assistance, including necessary personnel and equipment, as is consistent with the request, and shall promptly notify the requester of the number of personnel and/or equipment being provided.
- c. Assisting personnel shall be under the command of the senior police official or his designee from the requesting agency on the scene.
- d. The use, deployment, command and control of resources under this section shall generally conform to the applicable related sections of the most current version of The Greater Metropolitan Washington Area Police and Fire/Rescue Services Mutual Aid Operational Plan.

4. No agency shall send any personnel to an incident or police action in another signatory jurisdiction unless it is expressly requested pursuant to this Article.

- a. This does not preclude any nearby officer from responding to an incident involving an immediate threat to human life.

5. Each signatory agency shall maintain an up-to-date list of available personnel resources which shall be attached as an appendix to this Agreement.

## **ARTICLE V - MISCELLANEOUS PROVISIONS**

1. Notwithstanding the provisions of this Agreement, nothing herein shall prevent the Chiefs of Police of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement.

2. The City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston Police Departments, upon receiving any written complaint against its officers from a Chief of Police of any signatory agency for failure to comply with this Agreement shall take the necessary action to ensure compliance and to notify the initiator of the complaint of any action taken as a result of such complaint.

3. A central file shall be maintained by each police agency documenting all arrests made within any other signatory agency's area of jurisdiction. The Chiefs of Police of Hyattsville, Mount Rainier, Bladensburg, Riverdale Park, Greenbelt, Laurel, University Park, Brentwood and Edmonston shall meet at least once annually to review the actions taken under this Agreement and make such recommendations as may be required to advance the goals of this Agreement in accordance with applicable laws.

4. Each signatory agency should provide the others with sufficient copies of all manuals, directives, memoranda, training bulletins and any other materials necessary to assist the officers of each agency in the delivery of police services and preparation of written reports pursuant to the terms of this Agreement. All such materials should be updated when necessary to keep the other police agencies informed of changes in procedure.

5. Each of the parties to this Agreement agree to:

- a. Waive any and all claims against any other party to this Agreement which may arise out of their activities outside of their respective jurisdictions under this Agreement, and,
- b. Indemnify and hold harmless the other parties to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to this Agreement, outside their respective jurisdictions under this Agreement; provided, however, that a requesting party need not indemnify the party providing assistance if (1) the party providing assistance does not cooperate in defending against claims made by third-parties, or (2) the third-party claims arise out of malicious acts of the party providing assistance. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity by the requesting party or responding party which either might enjoy, and the requesting party shall be able to raise all defenses available

to or which might be raised by the responding party or to the protections of the Maryland Code, Courts and Judicial Proceedings Article, Local Government Torts Claims Act, Title 5, Section 5-301, *et seq.*

- c. Make no claims for expenditures regarding any actions taken or services received pursuant to this Agreement against any other signatory agency.

6. The parties acknowledge that the police officers, agents and employees, when acting in furtherance of authority of this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed, remain police officers, agents or employees of the jurisdiction in which they are commissioned or employed at all times. Furthermore, police officers, agents and employees are entitled to all the immunities from liability, exemptions from laws, ordinances, and regulations, and worker's compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

7. This Agreement supersedes any prior mutual aid agreement.

8. Any municipality may withdraw from this Agreement by providing sixty (60) days written notice to all parties. In the event of withdrawal of one or more municipalities from this Mutual Aid Agreement, it shall remain in effect with respect to the remaining municipalities.

9. This Agreement is effective on the \_\_\_ day of, \_\_\_\_\_ 2019.

**The Remainder of this Page is Intentionally Blank.**

## 2019 Mutual Aid Agreement Signature Page

### HYATTSVILLE, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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### MOUNT RAINIER, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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### BLADENSBURG, MARYLAND

_____ Mayor	_____ Town Administrator	_____ Chief of Police
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### TOWN OF RIVERDALE PARK

_____ Mayor	_____ Town Manager	_____ Chief of Police
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### GREENBELT, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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### LAUREL, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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### UNIVERSITY PARK, MARYLAND

_____ Mayor	_____ Town Administrator	_____ Chief of Police
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## **2019 Mutual Aid Agreement Signature Page**

EDMONSTON, MARYLAND

Mayor

Town Administrator

Chief of Police

BRENTWOOD, MARYLAND

Mayor

Town Administrator

Chief of Police



# **Town of Riverdale Park, Maryland**

## **Office of Development Services**

TO: John Lestitian, Town Manager

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: March 29, 2019

RE: Introduction of Ordinance 2019-OR-04 regarding Competitive Negotiated Sale of 4603 East West Highway

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### **Actions Requested:**

Staff requests that the Mayor and Council introduce Ordinance 2019-OR-04, authorizing the Competitive Negotiated Sale of 4603 East West Highway.

### **Overview:**

Staff have worked with the Town Attorney to draft a purchase agreement with Werrlein Properties, LLC, for the Competitive Negotiated Sale of 4603 East West Highway. The attached agreement has been presented to Werrlein Properties, LLC for review.

Staff will be available to respond to concerns or questions at the April 1<sup>st</sup> Legislative Meeting. Upon introduction and review of the ordinance, staff will prepare this legislation for adoption by the Mayor and Council.

### ***Attachments:***

- 1. Draft Ordinance and Fair Summary 2019-OR-04 CNS Sale of 4603 East West Highway*
- 2. Purchase Agreement*
- 3. Property Deed: 4603 East West Highway*



**COUNCIL OF THE TOWN OF RIVERDALE PARK**

**ORDINANCE 2019-OR-04**

**Introduced By:**

**Date Introduced:**

**Date Adopted:**

**Date Effective:**

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**AN ORDINANCE** concerning

**Sale of 4603 East-West Highway**

**FOR** the purpose of approving a certain Purchase Agreement with Werrlein Properties, LLC, for the sale of certain property at 4603 East-West Highway in the Town of Riverdale Park; determining that such property as described in the Purchase Agreement is not needed for public use and authorizing the conveyance of such property pursuant to such Purchase Agreement; and all matters generally related to the disposition of certain Town-owned property.

**EXPLANATORY STATEMENT:** The Town owns certain property consisting of approximately 13,851 square feet located at 4603 East-West Highway and described in a Deed dated February 27, 2015, recorded among the Land Records of Prince George's County, Maryland in Liber 36731, page 134. The Town has determined that this property is not needed for public use. The Town has negotiated a Purchase Agreement with Werrlein Properties, LLC, for the sale and purchase of this property to assist Werrlein Properties, LLC, to develop and construct a single-family residential dwelling. Pursuant to the Purchase Agreement, the Town will receive from Werrlein Properties, LLC, the sum of \$70,000.00 for the purchase of the property. The Town Council believes that the Purchase Agreement is in the interests of the Town and its residents.

**SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK,** that a certain Purchase Agreement between the Town of Riverdale Park and Werrlein Properties, LLC, a copy of which is attached to this Ordinance, is ratified and approved, and the Town Manager is authorized to execute such Purchase Agreement on behalf of the Town.

**SECTION 2. AND BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK,** that the Town Council hereby determines that the property

described in the EXPLANATORY STATEMENT above is not needed for public use, and authorizes the Town Manager to execute and deliver on behalf of the Town a Deed to the property and such other usual and customary documents required to effectuate to conveyance of such land, all in accordance with the terms and conditions set forth in the Purchase Agreement.

**SECTION 3: AND BE IT FURTHER ENACTED** that this Ordinance shall become effective twenty (20) calendar days after its passage by the Town Council.

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

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Jessica Barnes, Town Clerk

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Alan K. Thompson, Mayor

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), Werrlein Properties LLC, or assigns, with any such assignee to be an entity in which John Werrlein, has a controlling interest (collectively, "Buyer") and the Town of Riverdale Park, a Maryland municipal corporation ("Seller").

### RECITALS

- A. Seller is the owner in fee simple of certain real property consisting of one and a half lots of land located in Riverdale Park, Maryland known as 4603 East West Highway (Tax Map 0042; Grid 00C3); further described as Lot 7 and the west one-half of Lot 8; and identified in a Deed to Seller dated January 28, 2015, and recorded at Liber 36731, Folio 00134 a copy of which is attached hereto and incorporated as **Exhibit A**. The land is improved by a 700 square foot storage shed. The foregoing real property and improvements are collectively referred to herein as the "Property".
- B. Seller has agreed to sell the Property to Buyer, and Buyer has agreed to purchase the Property from Seller, under all the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1 Incorporation of Recitals. The foregoing Recitals are hereby incorporated herein by reference as a substantive part of this Agreement.
- 2 Purchase and Sale of the Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in accordance with the terms of this Agreement. Buyer and Seller agree that the Property shall be improved by Buyer, at the Buyer's sole cost and expense, consistent with the terms and conditions of the Development Plan and Application to the Town for the Competitive Negotiated Sale of the Property, attached hereto and incorporated as **Exhibit B**. Buyer's obligation to improve the Property at Buyer's sole cost and expense consistent with **Exhibit B** shall survive Closing and not be merged into the Deed.
- 3 Purchase Price: Terms of Payment.
  - 3.1 Purchase Price. The purchase price for the Property ("Purchase Price") shall be SEVENTY-THOUSAND DOLLARS and NO CENTS (\$ 70,000.00), subject to adjustments and prorations as set forth below and in Section 5.
  - 3.2 Terms of Payment. The Purchase Price shall be paid by Buyer as follows:
    - 3.2.1 On the Effective Date, Buyer shall deposit FIVE THOUSAND AND 00/100 DOLLARS (\$5,000) (the "Deposit") with [INSERT NAME] (the "Escrow Agent"),

which Deposit shall be held by the Escrow Agent and paid, refunded, or otherwise applied to the Purchase Price in accordance with the terms of this Agreement.

3.2.2 Upon closing under this Agreement, the balance of the Purchase Price, after application of the Deposit, shall be paid to Seller in 100% available funds by cash, certified check or wire transfer.

4 Closing. The closing of the purchase and sale of the Property shall be held on or before June 15, 2019 at the following location:

Velocity Title Company  
2200 Defense Highway, Suite 309  
Crofton, Maryland 21114

4.1 Seller's Closing Deliverables. At the closing, Seller shall deliver the following documents (collectively the "Closing Documents") and such other items described below:

4.1.1 a special warranty deed to the Real Property including a covenant of further assurances, duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Real Property to Buyer or its designee subject to all conditions, restrictions, rights of way and easements of record and any Permitted Exceptions.

4.1.2 a certificate updating the representations and warranties made pursuant to Section 7

4.1.3 a FIRPTA affidavit;

4.1.4 any transfer tax statements, declarations, filings and other similar documents that may be necessary, to the extent the same are required to be executed by Seller;

4.1.5 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.1.6 such other information as Buyer may reasonably require that demonstrates the Seller's due authorization and performance of this Agreement and the foregoing documents.

4.2 Buyer's Closing Deliverables. At the closing, Buyer shall deliver the following:

4.2.1 the balance of the Purchase Price as adjusted pursuant to the terms hereof;

4.2.2 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.2.3 a certificate updating the representations and warranties made pursuant to Section 8.

## 5 Closing Adjustments/Costs.

5.1 Expense Adjustments. The following items of expense shall be adjusted as of 11 :59 p.m., of the day immediately preceding the Closing Date such that Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days thereafter:

5.1.1 Taxes. Real estate, personal property, ad valorem taxes, assessments payable in installments and front foot benefit charges payable in installments that are due and payable with respect to Seller and the Property, respectively, based on the most current bills or other current information available. Assessments payable in a lump sum and not in monthly installments, if any, for improvements completed prior to the Closing Date, whether assessment therefor has been levied or not, shall be paid by Seller or allowance therefor made at the closing.

5.1.2 Utilities. Fuel, water and sewer service charges, and charges for gas, electric, telephone, and all other public utilities. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read not more than one (1) day prior to the Closing Date, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Purchaser shall be liable for and shall pay all utility bills for services rendered after such meter readings.

5.1.3 Final Reconciliation. The adjustments described in this Section 5 shall be paid on the Closing Date. If the amount of any of the adjustments described in this Section 5 cannot be determined on the Closing Date, the adjustment therefor shall be made within thirty (30) days after the Closing Date by cashier's check. In making the adjustments required by this subsection, Seller shall be given credit for all amounts prepaid for the Closing Date and any period thereafter, and Seller shall be charged with any unpaid charges for the period prior to the Closing Date.

5.1.4 Closing Costs. Buyer shall pay all expenses of examination of title, title insurance commitment and title premiums. All state, county, Town, local, and municipal transfer and recordation taxes, if any, owing with respect to the sale of the Property, if any, shall be paid by Buyer. Each of Buyer and Seller shall pay their own attorneys' fees and expenses incurred in connection with this negotiation of this Agreement and the closing of the transactions contemplated hereby.

- 6 Title. Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("Commitment") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses, or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("Monetary Title Matters"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same from the proceeds of the Purchase Price to be paid to Seller at closing. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object during the Feasibility Period (defined below) (collectively, the "Permitted Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within twenty (20) days after the Effective Date (the "Objection Notice"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.
- 7 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.
- 7.1 Enforceability: Authorization. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby.



7.2 Ownership of the Property. Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

7.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

7.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date.

7.5 Leases. The following leases exist on the Property: none.

7.6 Other Agreements. Seller is not a party to, nor does Seller have knowledge of, any agreements relating to the Property.

7.7 Condemnation, Violation of Laws, Etc. Excepting Town Code violations which have been noted but not yet cited, Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

7.8 No Flood Hazard Area. To Seller's knowledge, no portion of the Property is located in an area designated by any governmental entity as a flood hazard area.

7.9 Hazardous Conditions.

7.9.1 During Seller's ownership of the Property there have been no, and there are no pending or, to Seller's knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

- 7.9.2 To Seller's knowledge, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.
- 7.9.3 Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.
- 7.9.4 To Seller's knowledge there are no aboveground tanks in excess of 275-gallon storage capacity or any underground storage tanks (collectively, "USTs") at the Property. Seller has not removed or abandoned any USTs at the Property and Seller has no knowledge of the existence, abandonment or removal of USTs at the Property.
- 7.9.5 To Seller's knowledge there are no polychlorinated biphenyls ("PCBs") or friable or damaged asbestos at the Property, and Seller has not removed (or required or requested the removal of) any PCBs or damaged or friable asbestos from the Property, and Seller has no knowledge of the previous existence of any PCBs or damaged or friable asbestos at the Property.

For purposes of this Agreement, the following terms shall have the meanings as indicated:

"Environmental Law" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq., as amended); (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq., as amended); (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. 11001 et seq., as amended); (iv) the Clean Air Act (42 U.S.C. 7401, et seq., as amended); (v) the Clean Water Act (33 U.S.C. 1251, et seq. as amended); (vi) the Toxic Substances Control Act (15 U.S.C. 2601 et seq., as amended); (vii) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq., as amended); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq., as amended); (ix) the Safe Drinking Water Act (42 U.S.C. 300 et seq., as amended); any state, county, municipal or local statutes, laws or ordinances similar or analogous to the Buyer statutes listed in parts (i) -(ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) -(ix) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, township, county, Town, state or federal governmental or any subdivision thereof, having or acquiring jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

"Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws.

"Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs, asbestos and asbestos containing materials.

- 7.10 Litigation. No proceeding, suit or litigation relating to Seller or the Property or any part thereof is pending or, to Seller's knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. ("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary, and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.
- 7.11 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.
- 7.12 Mechanic's Liens. There are no claims for labor performed, materials furnished, or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.
- 7.13 Tax Matters. No federal or other taxing authority (each, a "Taxing Authority" and collectively, the "Taxing Authorities") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.
- 7.14 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

7.15 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

7.16 Except as otherwise provided herein Seller is making no warranties as to the condition of the property and the property is being sold "AS IS".

8 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that: (i) Buyer is a limited liability company authorized to transact business in the State of Maryland; (ii) this Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Buyer pursuant hereto are, or will be when executed and delivered by Buyer, legally binding on, and enforceable against, Buyer in accordance with their respective terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, receivership and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (whether applied by a court of law or equity); and (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party.

9 Seller Covenants.

9.1 Inspection. Seller shall make available to Buyer during normal business hours prior to the Closing Date all information in Seller's possession or control concerning the Property.

9.2 Operation and Maintenance. Seller agrees that from the date of this Agreement to the Closing Date, Seller will, at its sole cost and expense: (i) maintain the Property in its current condition (ii) comply with and perform all material provisions and obligations to be complied with and/or performed by Seller; (iii) not mortgage or otherwise encumber all or any part of the Property; and (iv) maintain in full force and effect its current all-risk casualty insurance policy for the Property.

9.3 Contracts. Seller shall not enter into any Contracts of any kind with respect to the Property or any portion thereof.

9.4 Leases. Seller shall not enter into any leases or other occupancy agreements of any kind with respect to the Property or any portion thereof.

9.5 Correspondence. Promptly upon receipt, Seller shall provide Buyer with copies of any notices (including all written notices and summaries), and sales reports and correspondence received from neighboring property owners, any insurance company which carries insurance on the Property or Board of Fire Underwriters, from any Governmental Authorities or from any other person or entity with respect to the Property or any portion thereof.

9.6 Title and Encumbrances. Seller hereby agrees that, after the date of this Agreement, it shall not take any action affecting title to the Property or encumbering the Property (except for actions effectuating the release of liens or encumbrances in accordance with the terms of this Agreement) unless consented to by Buyer, which consent may be withheld in Buyer's sole and absolute discretion. In all events, Seller will cause to be removed, paid off, released and/or discharged at closing any mortgage, judgment, deed of trust, lien or other evidence of a monetary charge against the Property and any lien or other encumbrance affecting title to the Property and arising subsequent to the Effective Date.

9.7 Real Estate Tax Assessments. Prior to the Closing Date, Seller shall not institute any proceeding or application for a reduction in the real estate tax assessment of the Real Property for any tax year without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

9.8 Payment of Taxes. Seller shall pay all federal, state, county, local and foreign income, excise, real and personal property, sales and other taxes, if any, which first become due and payable prior to or on the Closing Date.

9.9 Claims. Seller hereby agrees to cooperate with Buyer in connection with the pursuit of any claims resulting from or based on an event that occurred prior to closing that are covered under the liability insurance policies for the Property that were in effect prior to closing to assist Buyer in filing a claim under such insurance policies, including, but not limited to executing any assignment of such policy or proceeds to Buyer. The obligations of Seller under this Section shall survive Closing for a period of three (3) years after Closing.

10 Conditions Precedent to Buyer's Obligation to Purchase. The obligation of Buyer to purchase the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions precedent (which conditions precedent shall inure solely to the benefit of Buyer and no other person or entity, including, without limitation, Seller, shall have any right to waive or defer any of such conditions in whole or in part):

10.1 Seller shall have performed in all material respects its covenants and obligations required by this Agreement to be performed or complied with by it on or before the Closing Date.

10.2 All of Seller's representations and warranties in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date and Seller shall have executed and delivered to Buyer, upon written Request by Buyer, a certificate, dated as of the Closing Date, to the foregoing effect.

10.3 Delivery of possession of the Property to Buyer at Closing, which shall be in substantially the same condition it is in on the date of this Agreement, subject to casualty and/or condemnation

and the provisions of this Agreement relating thereto. The improvements on the Property shall be in broom-clean condition at Closing.

10.4 Title to the Property on the Closing Date shall be in accordance with Section 6, above.

10.5 Buyer shall have a period of thirty (30) days, known as the "Feasibility Period," commencing on the date on which an Ordinance authorizing the sale of the Property is introduced by the Mayor and Town Council and terminating at 5:00 p.m. Eastern Standard Time on the expiration of the Thirty (30) days after the introduction (the "Expiration Date"), within which to conduct any and all examinations, verifications and studies, including without limitation, environmental, engineering, surveying and economic feasibility studies of the Property which Buyer may, at Buyer's sole and absolute discretion, deem necessary. If Buyer notifies Seller in writing on or before the Expiration Date of the Feasibility Period that, as the result of the studies and/or tests conducted by Buyer, Buyer does not desire to purchase the Property, then this Agreement shall be deemed terminated, whereupon the parties hereto shall have no further obligations one to the other hereunder. Seller shall permit Buyer and Buyer's contractors, agents and employees to enter upon the Property at all times during the Feasibility Period for the purpose of conducting such studies and/or tests as Buyer shall deem appropriate. Seller shall provide to Buyer any and all information which Seller possesses also relating to the condition of the Property. Buyer shall indemnify and hold Seller harmless from and against any damages which Seller may incur as a result of Buyer's activities on the Property. Buyer shall undertake any such all examinations, verifications and studies, at Buyer's own risk.

11 Condemnation and Casualty. If prior to the Closing Date Seller receives written notice of any pending or threatened condemnation proceedings or actions or if there occurs any damage, destruction or casualty with respect to all or any portion of the Property, Seller shall promptly notify Buyer thereof in writing. In the event there occurs: (i) any actual or pending condemnation of any portion of the Property; or (ii) any casualty, Buyer shall have the right to terminate this Agreement by giving notice to Seller within thirty (30) days after receipt of Seller's notice advising Buyer of the occurrence of any casualty or condemnation. If: (i) Buyer fails to notify Seller of Buyer's election to terminate this Agreement within such 30-day period; or (ii) Buyer elects to proceed to closing and not terminate this Agreement, then Buyer shall proceed to closing, without adjustment of the Purchase Price, subject to such condemnation or casualty, in which event at closing, Seller shall, as applicable: (A) assign to Buyer any condemnation award or rights thereto paid or payable or otherwise accruing to Seller on account of such condemnation; or (B) assign to Buyer all of Seller's right, title and interest in and to the proceeds of any casualty insurance payable to Seller on account of such casualty and pay to Buyer an amount equal to any deductible or coinsurance applicable to the casualty insurance under such insurance policies. If Buyer timely elects to terminate this Agreement as aforesaid, neither Buyer nor Seller shall have any further rights or liability under this Agreement except for such rights and liabilities as expressly survive termination hereof.

## 12 Breach/Termination.

12.1 Breach by Seller. If Seller shall fail to perform its covenants or agreements hereunder and such failure shall continue for five (5) days after written notice from Buyer, or if any of Seller's representations and warranties set forth in this Agreement are not true and correct in all material respects on the date hereof or on the Closing Date, Buyer shall have the right, at its sole option, to:

12.1.1 terminate this Agreement with neither party having any further rights or obligations to the other under this Agreement except such rights and obligations as expressly survive termination of this Agreement; or

12.1.2 pursue any legal or equitable remedies to which Buyer may be entitled on account of the foregoing, including, without limitation, specific performance and recovery of actual third-party costs and expenses incurred by Buyer with respect to this Agreement, the Property and the Inspections, up to a maximum of Ten Thousand Dollars (\$10,000.00).

12.2 Breach by Buyer. If Buyer shall fail to perform any of the covenants or agreements to be performed by it hereunder and such failure shall continue for five (5) days after written notice from Seller (except there shall be no notice requirement for a failure to terminate this Agreement prior to the expiration of the Feasibility Period), or if any of Buyer's representations and warranties set forth herein shall not be true and correct in all material respects as of the date made or deemed made, Seller may terminate this Agreement and pursue any legal or equitable remedies to which Seller may be entitled on account of the foregoing.

12.3 Litigation Costs. In the event of any litigation between the parties with respect to this Agreement, including any action for specific performance that may be brought by Buyer as provided above, the prevailing party shall be entitled to recover reasonable attorney fees and expenses.

13 Brokers. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. Each of the parties hereto hereby represents and warrants that neither has authorized any real estate broker, agent or finder to act on its/their behalf in connection with the transaction contemplated by this Agreement, nor does it have any knowledge of any other broker, agent or finder purporting to act on its behalf in respect to this Agreement and the sale of the Property to be made pursuant hereto, and that the other party hereto shall have no liability to any broker for compensation, commission or otherwise. Each party agrees that it shall indemnify, defend and save the other harmless from and against any cost, expense, claim, loss, liability or damages, including reasonable attorneys' fees, and court costs, resulting from a breach of the foregoing representation and warranty by such party. The provisions of this Section shall survive Closing or termination of this Agreement.



14 Entire Agreement/Modification. This Agreement, including any exhibits attached hereto, and the Closing Documents contain the entire agreement between the parties relating to the conveyance of the Property, all prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement, including the exhibits attached hereto, and the Closing Documents. No change or modification of this Agreement or any of the Closing Documents shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Agreement or any of the Closing Documents executed or to be executed in connection herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

15 Miscellaneous.

15.1 Binding. This Agreement shall be binding upon and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

15.2 Governing Law. Venue. The provisions of this Agreement shall be governed by the laws of the State of Maryland, without regard to the conflicts of laws provisions thereof. Any suit involving any dispute or matter arising under this Agreement may only be brought the Circuit Court for Prince George's County, Maryland. All parties hereto consent to such jurisdiction.

15.3 Notices. Any notice, demand, consent/election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered (i) personally, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier. A notice must be addressed to a party as indicated below. Any notice hereunder shall be deemed duly delivered (x) when delivered, with written receipt, if personally delivered or delivered by nationally recognized overnight courier, or (y) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid. Any party may designate a change of address by written notice to the other in accordance with the provisions set forth above, which notice shall be given at least ten (10) days before such change of address is to become effective.

Seller's notice address:

Town of Riverdale Park  
ATTN: John N. Lestitian, Town Manager  
5008 Queensbury Road  
Riverdale Park, Maryland 20737

With a copy to:

Frederick C. Sussman, Esquire  
125 West Street, Fourth Floor  
Annapolis, Maryland 21401

Buyer's notice address:

Werrlein Properties LLC  
ATTN: Jonathan Werrlein  
522 Defense Highway  
Annapolis, Maryland 21401

15.4 Incorporation. Each and all of the exhibits and schedules attached hereto are hereby incorporated into this Agreement by reference.

15.5 Further Assurances. Seller agrees that it will, at any time and from time to time after the Closing Date, upon reasonable request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the assigning, transferring, granting, assuring and confirming to Buyer, or to its successors and assigns of, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or property being transferred to Buyer pursuant to this Agreement; provided, however, that any instruments to be executed by Seller shall be in form and substance reasonably acceptable to Seller and in no event shall Seller be required to incur any liability or obligation in addition to that which it is obligated to incur under this Agreement. The provisions of this Section shall survive the closing of the transactions contemplated by this Agreement.

15.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto. Fax or email copies of this Agreement shall be sufficient for all purposes.

16 Risk of Loss. Risk of loss or damage from fire or other casualty until Closing is assumed by Seller.

17 Rules of Construction. Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to "Sections", without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

18 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of

the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in Maryland, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

- 19 Time of the Essence. Time shall be of the essence under this Agreement.
- 20 No Third-Party Beneficiaries. None of the rights or obligations provided hereunder shall inure to the benefit of any third party.
- 21 Waiver of Trial by Jury. THE PARTIES HERETO HEREBY AGREE TO WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A TRIAL BY JURY UNDER ANY PROVISION OF ANY APPLICABLE LAW.
- 22 Any approvals required under the provisions of this Agreement by Town shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

WITNESS:

SELLER:

Town of Riverdale Park  
A Maryland Municipal Corporation

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
John N. Lestitian, Town Manager

WITNESS:

BUYER:

Werrlein Properties LLC

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Jonathan Werrlein



**Exhibit A**

**[DEED: PLEASE SEE ATTACHED DOCUMENT]**

## **Exhibit B**

### **Development Plan:**

Buyer agrees to improve 4603 East West Highway as follows:

1. Expend approximately FOUR-HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$450,000.00), which includes the acquisition cost of the Property, for architectural, engineering, permitting, impact fees, and all other costs and expenses for construction of a single-family residential dwelling of approximately two thousand square feet (2,000), and related site improvements as follows:
  - a. A wood framed structure consisting of fiber cement exterior siding and the following components:
    - i. At least four bedrooms; and
    - ii. At least three and a half bathrooms; and
    - iii. Containing amenities including but not limited to:
      1. Central energy efficient HVAC; and
      2. Solid surface countertops; and
      3. Upgraded energy efficient appliances; and
      4. Professional landscaping; and
  - b. Includes a garage; and
  - c. Provides a driveway area that allows for a mid-sized sedan to be turned around on-site; and
  - d. Provides for a 5' wide sidewalk extending across the entire frontage of the Property along East West Highway; and
  - e. Provides improvements for privacy purposes in the form of a fence or similar accessory structure in or on the unimproved land near the western edge of the property boundary line.
2. Plans and specifications for the single-family residential structure and site improvements are subject to prior approval of Seller, which approval shall not be withheld, delayed or conditioned unreasonably. Buyer shall provide such plans and specifications to Seller before Buyer makes application for grading permits and building permits (from both Prince George's County and Seller) for the work.
3. Complete satisfactorily all of the above improvements, and obtain necessary permits from Prince George's County and Seller, along with a County certificate of a use and occupancy, allowing residential occupancy of the dwelling, within two-hundred ten (210) days following the date of Closing on Buyer's purchase of the Property from Seller; and
4. All work is funded with no finance contingency; and

5. All improvements shall be made in accordance with all State, County, and Local laws and relevant regulations.

Buyer further agrees that in the event the Buyer fails to complete the Development Plan as stipulated above, the Buyer shall pay to the Seller, as liquidated damages and not as a penalty, the amount of TEN-THOUSAND DOLLARS AND 00/100 each month beyond the two-hundred ten (210) days that the Development Plan is not completed unless the Seller agrees to an extension, which shall not unreasonably be withheld. Any required payment due the Seller that is unpaid for more than thirty (30) days after written demand shall become a lien on the Property.

#### **Application to the Town for the Competitive Negotiated Sale of the Property**

(See attached Application)



36731 134

3

Clerk of the  
Circuit Court

2015 FEB 27 PM 12: 20

PR GEO CO MD #89

Crown Title Corporation  
Property: 4603 East West Highway, Riverdale, MD 20737  
Tax ID: 19-2149334  
File No: 86424-14SS  
Prism:N01400419

Transferor claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article because this is a transfer of property acquired by the grantor in a foreclosure action and conveyed herein to a third party as pursuant to Section 10-912 (D) (3). \*

This Deed, made this 28<sup>th</sup> day of JANUARY, 2015, by and between  
HSBC Bank USA, National Association, as trustee for benefit of the holders of the Citigroup  
Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2007 SHL1,  
GRANTOR, and Town of Riverdale Park, a Maryland municipal corporation GRANTEE.

- Witnesseth -

That in consideration of the sum of FORTY-NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$49,900.00), which includes the amount of any outstanding Mortgage Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Town of Riverdale Park, its successors and/or assigns, in fee simple, all that lot of ground situate in the County of Prince George's, State of Maryland, and described as follows, that is to say:

Lot numbered seven and the west one-half of lot numbered eight (8), in Block numbered thirty four (34) in the subdivision known as "Riverdale Park", as per plat thereof recorded in Plat Book JWB 5 at Plat 688, re-recorded in Plat Book A at Plat 39, among the Land Records of Prince George's County, Maryland.

Saving and excepting 2,031<sup>4</sup> square feet conveyed to the State Roads Commission of Maryland by Deed dated August 16, 1966 recorded in Liber 3410 at Folio 440.

(ADDRESS REFERENCE IS FOR INFORMATIONAL PURPOSES ONLY)

The improvements thereon being known as 4603 East West Highway, Riverdale, MD 20737.

BEING all and the same lot of ground which by Substitute Trustees Deed dated January 12, 2010 intended to be recorded among the Land Records of Prince George's County, Maryland and to be granted and conveyed from John E. Driscoll, Esquire et al., Substitute Trustees unto HSBC Bank USA, National Association, as trustee for benefit of the holders of the Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2007 SHL1.

BEING all and the same lot of ground which by Deed dated October 17, 1995, and recorded October 1995 among the Land Records of Prince George's County, Maryland, in Liber 10413, Folio 404, granted and conveyed by Daniel S. Duvall, Jr. and Carrie D. Duvall unto Daniel Duvall, Jr., sole

Tax Account No. 19-2149334

And under penalties of perjury, transferor claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article because this is a transfer of property acquired by the grantor in a foreclosure action and conveyed herein to a third party as pursuant to Section 10-912 (D) (3).

See Power of Attorney dated 09-22-2010 intended to be recorded immediately prior hereto among the aforesaid Land Records appointing Regions Bank.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

IN FD SURE 40.00  
RECORDING FEES 20.00  
TOTAL 60.00  
Rest PG06 Rcpt # 80538  
AN Blk # 6135  
Feb 27, 2015 12:19 PM  
PRINCE GEORGE'S COUNTY GOVT.  
RECEIPT DATE 02/25/2015  
ACCOUNT # 2149334  
REVIEWER ID 007  
RECEIPT # 53  
PG DEED TAX .00  
DEED TAX .00  
TRUST #1 .00  
TRUST #1 .00  
TRUST #2 .00  
TRUST #2 .00  
MD TRUST #3 .00  
PG TRUST #3 .00  
TRUST #4 .00  
TRUST #4 .00  
AGRI TAX .00  
TOTAL .00

\*EXEMPT FROM RECORDATION AND TRANSFER TAXES, GRANTEE IS A MUNICIPALITY OF THE STATE OF MARYLAND.

BAY TITLE COMPANY

P.O. Box 2289

125 West Street, 4th Floor

Annapolis, Maryland 21404-2289

996749



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

DATE: March 28, 2019

RE: Variance Request for 5912 48<sup>th</sup> Avenue (Ward 3)

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### **Action Requested:**

Staff seeks direction from the Mayor and Council regarding the Town's position on the requested variances and authorization to send a letter to the Prince George's County Board of Zoning Appeals.

### **Background:**

The Town received notice from the Prince George's County Board of Zoning Appeals that Barbara and Lawrence Legg, Jr. requested permission to validate existing conditions (dwelling and carport) in the side of the corner lot and enclose an existing covered front porch at 5912 48<sup>th</sup> Avenue.

Variances of 5 feet front yard depth and 5.5 feet side street yard depth for the dwelling, and 33 feet front street line setback, 17 .5 feet side street line setback and a waiver of the rear yard location requirement for an accessory building are requested. A hearing on this matter will be held on April 3, 2019.

Attached, please find the Notice of Hearing, Application for a Variance, and Site Plans as well as pictures taken by Neighborhood Services.

### *Attachments:*

*Notice of Hearing*

*Application for a Variance*

*Site Plan*

*Photos from Neighborhood Services*



# THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772  
TELEPHONE (301) 952-3220

## NOTICE OF RESCHEDULED HEARING

Date: March 19, 2019

Petitioners: Barbara & Lawrence Legg, Jr

Appeal No.: V-10-19

Hearing Date: WEDNESDAY, APRIL 3, 2019, AT 6:00 P.M. EVENING

Place: Zoning Hearing Room #L-205  
County Administration Building, Upper Marlboro, Md.

Appeal has been made to this Board for permission to validate existing conditions (dwelling, carport) in the side yard of the corner lot and enclose the existing covered front porch on the premises known as Lot 27, Block 57, Riverdale Park Subdivision, being 5912 48<sup>th</sup> Avenue, Riverdale, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

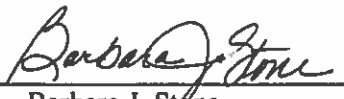
The specific violation resides in the fact that Zoning Ordinance Section 27-442(e)(Table IV) prescribes that each corner lot shall have a front yard and a side yard along the side street at least 25 feet in depth. Section 27-442(i)(Table VIII) prescribes that accessory buildings shall be set back 60 feet from the front street line, 30 feet from the side street line and generally be located only in the rear yard. Variances of 5 feet front yard depth and 5.5 feet side street yard depth for the dwelling, and 33 feet front street line setback, 17.5 feet side street line setback and a waiver of the rear yard location requirement for an accessory building are requested.

Public hearing on this Appeal is set for the time and place above stated. Petitioner, or counsel representing Petitioner, should be present at the hearing. A Petitioner which is a corporation, limited liability company, or other business entity MUST be represented by counsel, licensed to practice in the State of Maryland, at any hearing before the Board. Any non-attorney representative present at the hearing on behalf of the Petitioner (or any other person or entity) shall not be permitted to advocate.

Adjoining property owners, who are owners of premises either contiguous to or opposite the property involved, are notified of this hearing in order that they may express their views if they so desire. However, their presence is not required unless they have testimony to offer the Board.

If inclement weather exists on hearing date, please contact the office to ascertain if hearing is still scheduled.

BOARD OF ZONING APPEALS

By:   
Barbara J. Stone  
Administrator

cc: Petitioners  
Adjoining Property Owners  
Park and Planning Commission  
Town of Riverdale Park

**(USE BLACK INK ONLY)**

**PLEASE READ ALL INSTRUCTIONS  
BEFORE FILLING OUT APPLICATION**

**TO: BOARD OF ZONING APPEALS FOR PRINCE**

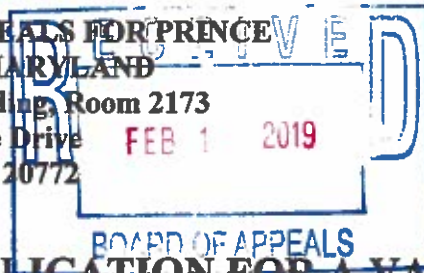
**GEORGE'S COUNTY, MARYLAND**

County Administration Building, Room 2173

14741 Governor Oden Bowie Drive

Upper Marlboro, Maryland 20772

(301) 952-3220



Filing Fee Paid: \$ 200

CKM.O. # 40656

By: Great Day Improvements  
700 Highland Rd E  
Macedonia, OH 44056

Sign Posting Fee Paid: \$ 60

CKM.O. # 40657

By: Great Day Improvements  
700 Highland Rd E  
Macedonia, OH 44056

APPEAL NO. V-10-19

(OFFICE USE ONLY)

**APPLICATION FOR A VARIANCE  
FROM STRICT APPLICATION OF THE ZONING ORDINANCE**

*(If variance is being applied for due to receipt of a Violation Notice, a copy of the notice is required.)*

Owner(s) of Property LAWRENCE LEGG JR & BARBARA LEGG

(AS SHOWN ON DEED)

Address of Owner(s) 5912 48TH AVE

City RIVERDALE

State MD

Zip Code 20737

Telephone Number (home) 301.927.6691

(cell) \_\_\_\_\_

(work) 703-944-0530

E-mail address: \_\_\_\_\_

Applicant/attorney/engineer/contractor's name, address and telephone number if different from above: (circle one)

Gerardo Perez, 3516 Ashby Ct, Woodbridge, VA 22192  
703-944-0530 GPEREZ@live.com

For assistance in completing questions below, see corresponding paragraphs on *Instructions to Applicants*, which is designed to help you fill out this form. **SUBMITTED SITE PLANS/PLATS MUST BE DRAWN TO SCALE BY A CERTIFIED ENGINEER, SURVEYOR OR ARCHITECT (WITH OFFICIAL SEAL OR STATE OF MARYLAND REGISTRATION NUMBER SHOWN ON THE SITE PLAN/PLAT) AND MUST SHOW ALL STRUCTURES (TO INCLUDE ALL DIMENSIONS AND NUMBER OF STORIES) AS WELL AS OFF-STREET PARKING AND ANY PROPOSED CONSTRUCTION ON THE PROPERTY. THE PLAN MUST NOTE THE SCALE, THE LOT SIZE, THE LEGAL DESCRIPTION AND A NORTH ARROW.**

Location of Property involved: a) Street Address 5912 48TH AVE

City RIVERDALE

b) Lot(s) 27

Block 57

Parcel - \_\_\_\_\_

Subdivision Name Riverdale Park

c) Name(s) & Address(es) of Homeowners/Citizens/Civic and/or Community Association(s):

- NO -

d) Municipality (Incorporated City/Town) Name RIVERDALE PARK

What will be/has been constructed on the property? (Variance(s) Required) THIS VARIANCE REQUEST IS BEING

SUBMITTED TO ALLOW AN ENCROACHMENT INTO THE 25' YARD SETBACK TO ENCLOSE A 9'x21' EXISTING COVERED PORCH

DUE TO AN UNUSUALLY SHALLOW FRONT YARD.

EXH. # 1

V-10-19

Do you need the services of a foreign language interpreter at your hearing? (Additional \$30 fee required)

Yes \_\_\_\_\_ No X

Foreign Language: \_\_\_\_\_

Barbara J. Legg  
Signature of Owner/Attorney

BARBARA J. LEGG  
Printed Name

**IMPORTANT:** Failure to provide complete and accurate information on this application may delay or jeopardize consideration of the request. Applications on which all required information is not furnished will be returned for completion before processing. Filing fees must be made payable to Prince George's County and sign posting fees must be made payable to M-NCPPC. Approval of a variance is not a guarantee that further review will not be necessary by other governmental authorities. For further information regarding Board of Zoning Appeals policies and procedures, see Sections 27-229 through 27-234 of the County Zoning Ordinance and/or the Board's website at <http://pgccouncil.us/>.

## FOR COUNTY USE ONLY

Property Zone: R-55 Overlay Zone: N/A

Has the property in question ever been subject to previous Board, County Council or Zoning Hearing Examiner action? \_\_\_\_\_ If so, give Case No.(s)/Decision Date(s) \_\_\_\_\_

Is the property subject to any action by the Planning Board? N/A

If so, what type of action? N/A

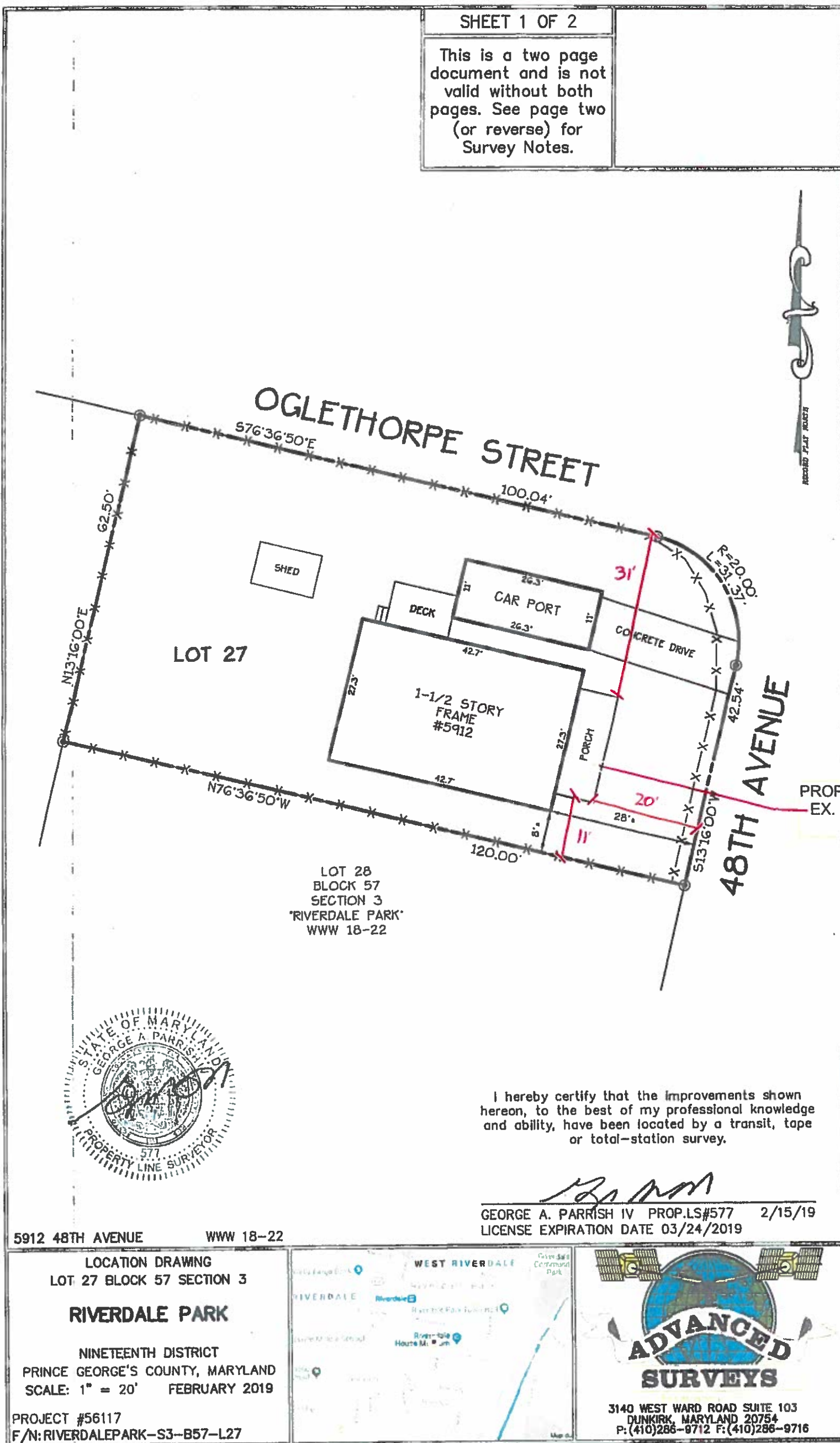
Variance(s) requested: 5ft front yard depth

**FOR A LIST OF ALL NAMES AND MAILING ADDRESSES OF ADJOINING PROPERTY OWNERS AND OTHER PARTIES, PLEASE SEE THE PERSONS OF RECORD LIST**



SHEET 1 OF 2

This is a two page document and is not valid without both pages. See page two (or reverse) for Survey Notes.



EXH. 2  
V-10-19

Notes:

1. This plat is of benefit to a consumer insofar as it is required by a lender or title insurance company or its agent in connection with contemplated transfer, financing or refinancing.
2. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plat does not provide for the accurate identification of property boundary lines, but such identification may not be required for transfer of title or securing financing or refinancing.
4. The level of accuracy setback distances is within 3 feet  $\pm$ .
5. No title research furnished to or done by this office.
6. The subject property falls in flood zone "X" as shown on the flood hazard map 24033C0133E dated 9/16/2016.
7. This plat shows the principal structure and significant structures (close to the apparent property lines) as required by Maryland law. However, additional internal structures may not be shown.
8. The licensee either personally prepared this drawing or was in responsible charge over its preparation and the surveying work reflected in it, all in compliance with requirements set forth in Regulation .12 of Chapter 06 Minimum Standards of Practice.
9. The source of data, bearings, and/or coordinates used on this drawing are based on the record plat or deed referenced : WWW 18-22

**LEGEND**

—————	PROPERTY LINE
—X—X—X—X—	FENCE
C/P	CONCRETE PAD
B/E	BASEMENT ENTRANCE
STP	STOOP
PCH	PORCH
O/H	OVERHANG
GAZ	GAZEBO
B-WAY	BREEZEWAY
P-WAY	PASSAGEWAY
BLC	BALCONY
BRL	BUILDING RESTRICTION LINE
BSL	BUILDING SETBACK LINE
BL	BUILDING LINE

Advanced Surveys Services Include:

- Location Surveys
- Boundary Surveys
- ALTA Surveys
- Fence Stakeouts
- Landscaping Stakeouts
- Site Plans
- Subdivisions
- Flood Certifications
- As-Built Surveys
- and Much More!

Check out our website for information and regular specials:

[www.AdvancedSurveysInc.com](http://www.AdvancedSurveysInc.com)



Client Notes:

Client Case #40458

ATTENTION USER: SURVEY APPROVAL FORM  
MUST BE ON FILE WITH ADVANCED SURVEYS  
BEFORE THIS DOCUMENT CAN BE USED.

©2018 Copyright by Advanced Surveys, Inc. All Rights Reserved

**Discount Coupon**

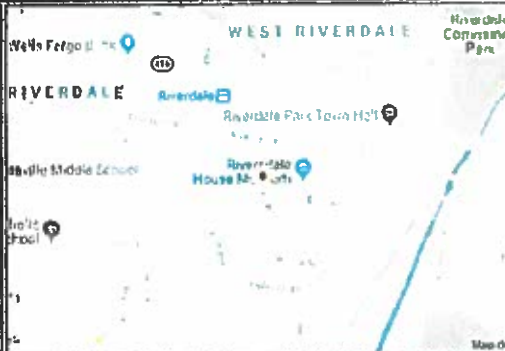
This coupon is good for  
a boundary  
survey for this property.  
EXPIRES 6 MONTHS FROM THE DATE OF SURVEY

LOCATION DRAWING  
LOT 27 BLOCK 57 SECTION 3

**RIVERDALE PARK**

NINETEENTH DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND  
SCALE: 1" = 20' FEBRUARY 2019

PROJECT #56117  
F/N: RIVERDALEPARK-S3-B57-L27



3140 WEST WARD ROAD SUITE 103  
DUNKIRK, MARYLAND 20754  
P: (410)286-9712 F: (410)286-9716



MINIMUM DESIGN LOADS: (PER 2015 IRC)

SUNROOM CATEGORY II (PER 2015 IRC R301.2.1.1.1 & AAMA / NPEA / NSA 2100)

DEAD LOADS:

1. ROOF: 10 PSF
2. WALLS: 10 PSF
3. FLOOR: 12 PSF

SNOW LOADS:

1. GROUND SNOW LOAD 30 PSF

ULTIMATE DESIGN WIND SPEED: 115 MPH, 3 SEC. GUSTS

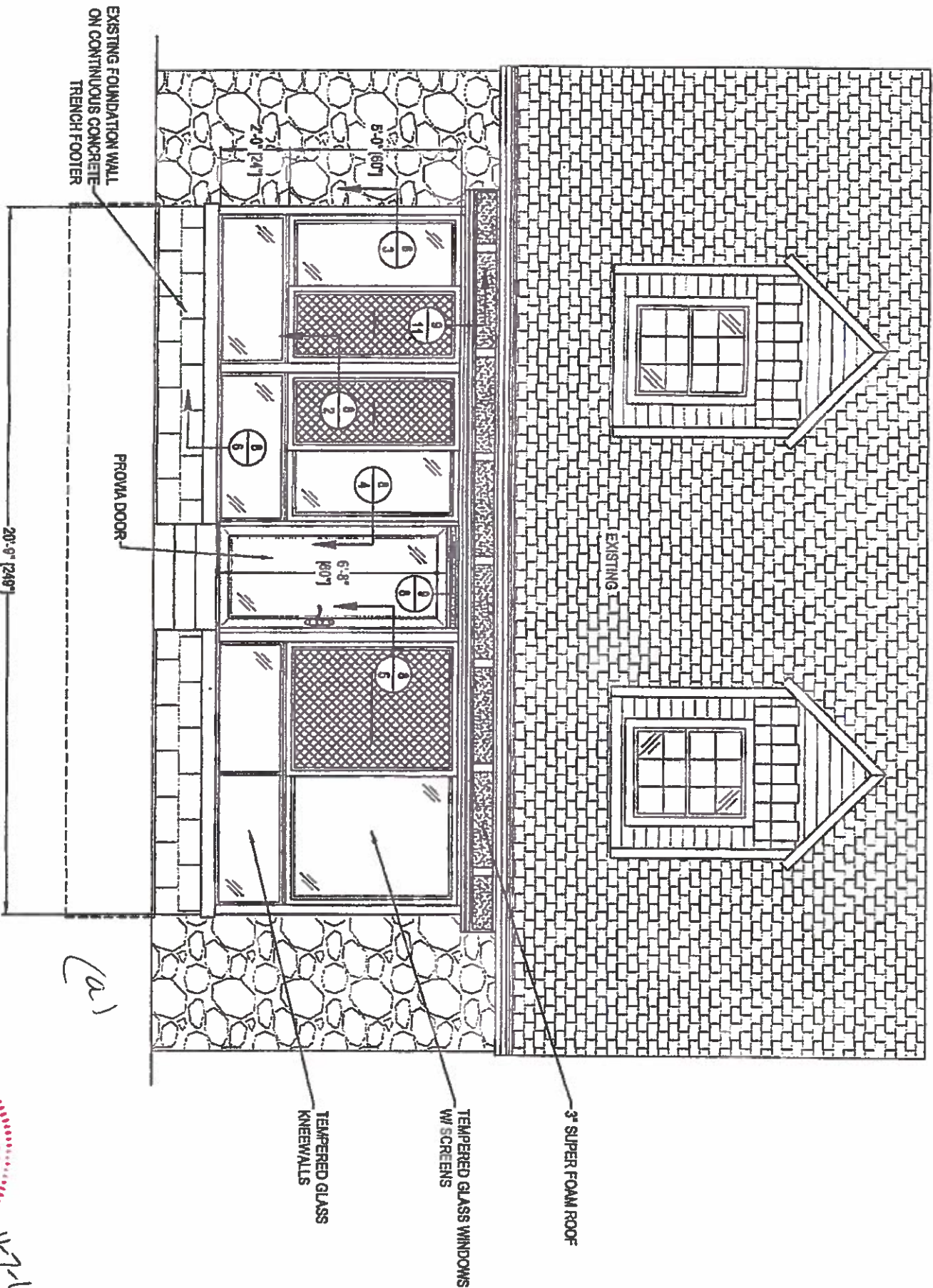
LIVE LOADS:

1. ROOF: 40 PSF
2. FLOOR: 40 PSF

NOTE: THIS ENCLOSURE IS NOT TO BE CONDITIONED OR USED AS A PERMANENT LIVING AREA.

NOTES:

1. ALLVIEW (AAS) ROOM: WHITE IN COLOR
2. CONSTRUCT ENCLOSURE ON EXISTING CONCRETE
3. NO HEAT BY GDI, ELECTRICAL BY GDI
4. ALL CONCRETE TO BE 3000 PSI MINIMUM
5. ROOM CONSIDERED AS NON-CONDITIONED SPACE, EXEMPT FROM ENERGY EFFICIENCY REQUIREMENTS (PER 2015 IRC SECTION N1102.1, NOTE 2)



ALLOWABLE SOIL  
PRESSURE CONSIDERED  
(PRESUMPTIVE) = 1500 PSF

ELEVATION - "B" WALL  
(RAILING NOT SHOWN FOR CLARITY)



JAMES A. CLANCY P.E., L.S.  
MD PROFESSIONAL ENGINEER (MD LIC. # 31885)  
601 ASBURY AVENUE  
NATIONAL PARK, NJ 08063  
PH. # 856-853-7306

LAWRENCE & BARBARA LEGG  
5912 48th AVENUE  
RIVERDALE, MD. 20737  
JOB #40458

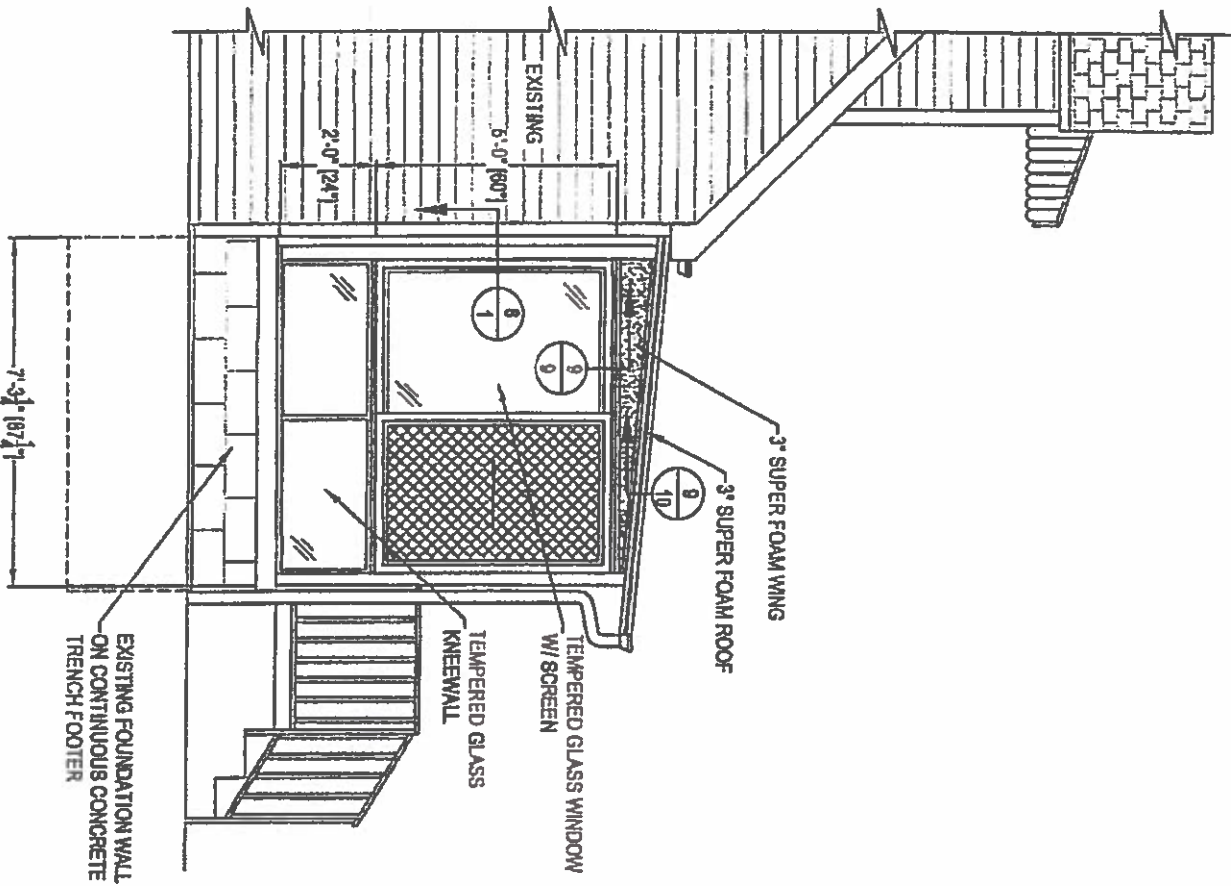
LOCATION

GDI - BALTIMORE  
501 McCORMICK DRIVE, SUITES D-F  
GLEN BURNIE, MD 21061  
410-760-1919

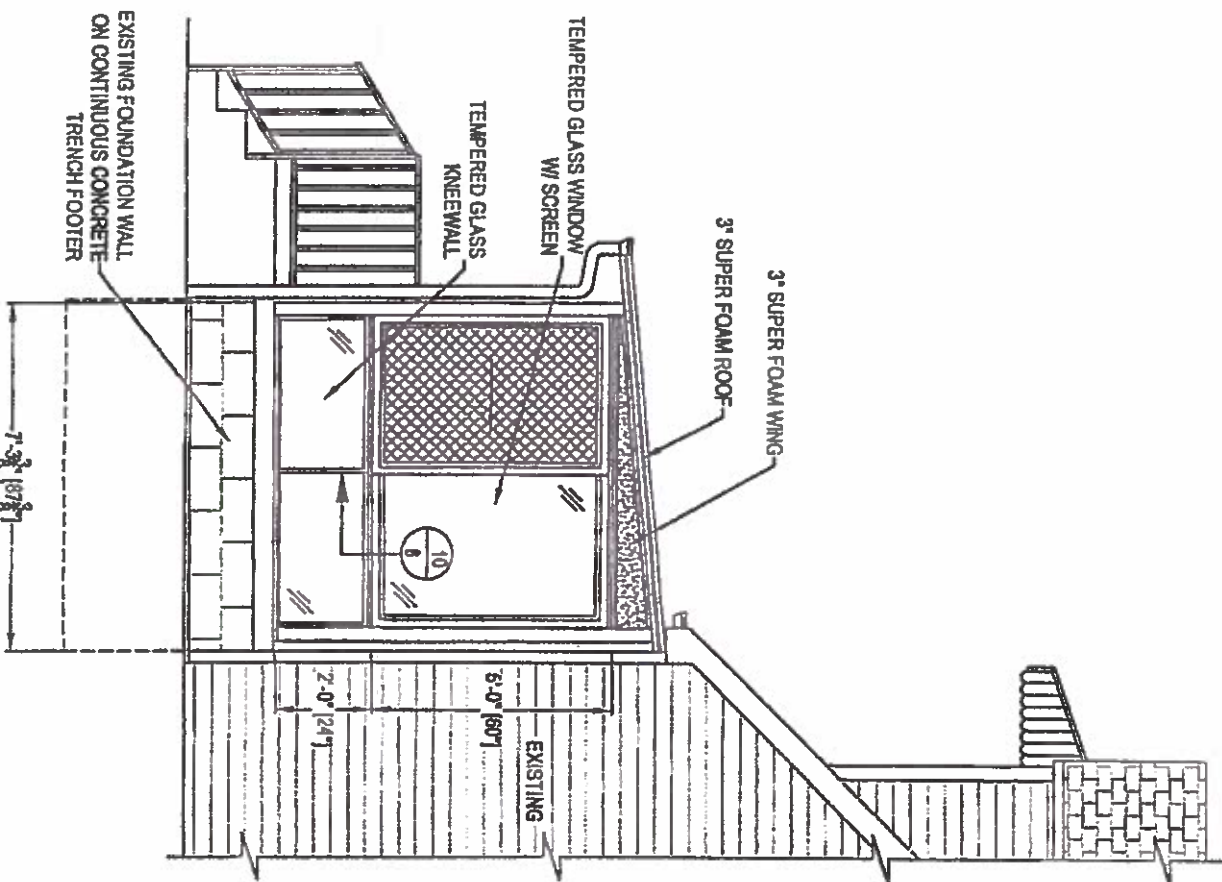


BY GREAT DAY IMPROVEMENTS, LLC





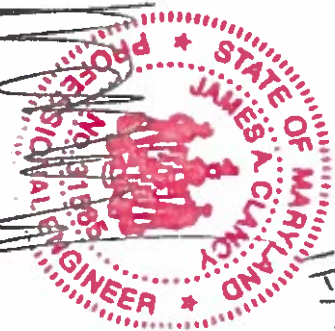
ELEVATION - "A" WALL



ELEVATION - "C" WALL

(5)

EXH. 3 (b)  
V-10-19



JAMES A. CLANCY P.E., L.S.  
MD PROFESSIONAL ENGINEER (MD LIC. # 31895)  
601 ASBURY AVENUE  
NATIONAL PARK, NJ 08063  
PH. # 856-853-7308

<p>DRAWN WAR</p> <p>SCALE 1/4" = 1'-0"</p> <p>SHEET 3 OF 10</p>	<p>DATE 10/31/18</p>	<p>LAWRENCE &amp; BARBARA LEGG</p> <p>5912 48th AVENUE</p> <p>RIVERDALE, MD. 20737</p> <p>JOB #40458</p>	<p>LOCATION</p> <p>GDI - BALTIMORE</p> <p>501 McCORMICK DRIVE, SUITES D-F</p> <p>GLEN BURNIE, MD 21061</p> <p>410-760-1919</p>
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# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: March 21, 2019

RE: Ordinance 2019-OR-02 Chapter 42 Business Licenses

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**Action Requested:** Ordinance 2019-OR-02 is scheduled for adoption at the April 1, 2019 Legislative Meeting.

**Background:** The columns below highlight the changes between the existing Chapter 42 Licenses and the revised Chapter 42 Business Licenses. One important change to note is the addition of a Peddler's License. This addition addresses the issue raised at the meetings with the Mayor and Council concerning individuals vending door-to-door.

Existing	Proposed
Chapter 42 Licenses	Chapter 42 Business Licenses
<ul style="list-style-type: none"><li>• Licenses trades and businesses</li><li>• No stated purpose</li><li>• No Definitions</li><li>• Includes religious institutions, rooming houses and references to multifamily dwellings</li><li>• Existing Fees</li><li>• Mobile Vending Provisions</li><li>• Temporary License Provisions</li><li>• Involved suspension and review process</li><li>• Broad enforcement actions</li><li>• Police enforcement actions</li><li>• Existing Municipal Infraction fine</li><li>• Appeal enforcement to the Mayor and Council</li></ul>	<ul style="list-style-type: none"><li>• Licenses businesses</li><li>• Stated purpose – tied to vision and commitment</li><li>• Definitions added</li><li>• Narrows scope</li><li>• Fee increase for alcohol sales</li><li>• Specialty Licenses<ul style="list-style-type: none"><li>○ Mobile Vending</li><li>○ Seasonal / Temporary License</li><li>○ <b>Peddler's License</b></li></ul></li><li>• Streamlined suspension and review process</li><li>• Refined enforcement actions</li><li>• Police assistance with enforcement</li><li>• Increased Municipal Infraction fine</li><li>• Appeal enforcement to Board of Code Appeals</li></ul>

c. Leadership Team

# COUNCIL OF THE TOWN OF RIVERDALE PARK

## ORDINANCE 2019-OR-02

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**Introduced By:** CM Marsha Dixon

**Date Introduced:** March 4, 2019

**Amendments Adopted:**

**Date Adopted:**

**Date Effective:**

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**An Ordinance** concerning

### GENERAL BUSINESS LICENSING

**FOR** the purpose of repealing existing provisions of the Town Code relating to Town business licenses and enacting new provisions for licensing businesses in the Town of Riverdale Park; comprehensively revising regulations and procedures regarding applications for, and the approvals, suspension and revocation of licenses for, the operation of trades and businesses within the Town of Riverdale Park; providing for the scope of this Ordinance; defining certain terms; establishing and revising certain application and license fees, penalties and enforcement procedures; providing for the duration of certain licenses; specifying certain operational regulations, including special regulations for mobile vendors; providing for appeals from certain decisions; providing for the applicability of the terms of this Ordinance to existing Town business licenses; providing for the severability of the provisions of this Ordinance; and matters generally relating to preserving the public health, safety and welfare by licensing the operation of trades and businesses in the Town.

\* \* \* \* \*

**BY** repealing in its entirety  
Chapter 42 – LICENSES  
Sections 42-1 through 42-13, inclusive  
Code of the Town of Riverdale Park  
(January 2008 Revision, as amended)



**SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK,** That Chapter 42 – LICENSES, of the Code of the Town of Riverdale Park (January 2008 Revision, as amended), consisting of Sections 42-1 through 42-13, inclusive, be and it is hereby repealed in its entirety, and new Sections 42-1 through 42-12, inclusive, to be under the new Chapter 42 – BUSINESS LICENSES, are hereby added to the Code of the Town of Riverdale Park (January 2008 Revision, as amended), to stand in the place of the Chapter and Sections repealed and to read as follows:

## **CHAPTER 42 – BUSINESS LICENSES**

### **§ 42-1. Purpose.**

- (a) The Town Council has adopted a vision and commitment for business and economic development, and for housing and neighborhoods. As part of the Town's efforts to ensure these vision and commitment statements are realized, the Town administers various programs and initiatives through the adopted Town Code. This Chapter supports business, economic development, housing and neighborhoods through the licensing and inspection of businesses throughout the Town. This Chapter is intended to ensure that defined businesses are properly located, improved, maintained, licensed, and operated so that the businesses add value to the Town.
- (b) A further purpose of this Chapter is to protect and promote the public health, safety and welfare of the residents of the Town, to establish obligations and rights of business owners; to maintain and improve the quality of businesses; and improve the business climate within the Town. This Chapter also ensures compliance with laws, ordinances, and regulations applicable to businesses within the Town; and prevents deterioration of business real property, supports property values, and encourages responsible business management.

### **§ 42-2. Matters Covered.**

This Chapter shall apply to businesses operating in the Town of Riverdale Park as defined herein. Compliance with Town and other applicable codes and regulations for locating, improving, maintaining, and operating businesses is required.

### **§ 42-3. Definitions.**

- (a) Business. A business includes any person, corporation, or other legal entity that engages in the selling of goods or services. A business includes for-profit and non-profit entities. A business also includes certain home-based businesses not otherwise excluded in this Chapter, coin-operated vending businesses, mobile vendor businesses, peddlers, and seasonal or temporary businesses. The following businesses are not businesses within the meaning of this Chapter:

- (1) Leasing of residential rental units as defined and licensed under Chapter 55 of this Code is not the operation of business.
- (2) Home-occupations permitted under the Prince George's County Zoning ordinance, at which no more than two (2) of the home-owners or residential tenants are the only employees and which provide onsite services to no more than two (2) customers at any time.
- (b) License year. A license year is the period for which a license, other than a temporary license, is issued under this Chapter. A license issued under this Chapter for a license year:
- (1) Is valid for the period July 1 through the following June 30. A license issued after July 1 in any year is valid until the ensuing June 30; and
- (2) May be renewed for successive terms of one year each upon compliance with the requirements of this Chapter.
- (c) Mobile Vendor. A person who sells or offers to sell goods, wares, or food from a vehicle, trailer, kiosk, pushcart, stand, or other device designed to be portable, not permanently attached to the ground and operating in no fixed or permanent location.
- (d) Peddler. A person who sells or offers to sell goods, wares, food, or solicits orders for future sales or services, from house-to-house or place-to-place, and who is not a mobile vendor.

#### **§ 42-4. License Required.**

- (a) A person may not operate a business in the Town without first obtaining a license as required by this Chapter.
- (b) A license shall be applied for and issued to the owner or other person responsible for operating the business in the Town. If the owner of, or other person responsible for operating, the business is a legal business entity, the license shall be issued to an officer of the business entity who shall hold the license for the sole use and benefit of the business entity.

#### **§ 42-5. Application; forms; and required documentation.**

Any person seeking a license, or the renewal of a license, under this Chapter shall file with the Town Manager or the Town Manager's designee a written application, under penalty of perjury, on a form prescribed by the Town. The application for an initial license or the

renewal of a license shall include or be accompanied by the following to the extent reasonably available:

- (1) The address of the premises at which the business will be operated.
- (2) The zoning classification of the premises at or from which the business will be operated.
- (3) The name, telephone number, e-mail address, and postal mailing address of the owner of the premises.
- (4) The name, telephone number, e-mail address, and postal mailing address of the applicant.
- (5) The name, telephone number, e-mail address, and postal mailing address of an emergency contact.
- (6) The name, telephone number, e-mail address, and postal mailing address of an individual who is designated to accept notices and citations from the Town with respect to the operation of the business.
- (7) A copy of the current use and occupancy permit for the premises that shows that the business is authorized at the premises if another regulatory authority requires a use and occupancy certificate.
- (8) A copy of the current alcoholic beverage license for the premises if the service of alcoholic beverages is allowed at the premises.
- (9) Evidence that the premises satisfies all applicable property maintenance code, business licensing, and safety regulations for the operation of business.
- (10) A statement by the applicant and the owner of the premises that the filing of the application and the acceptance of the license issued by the Town constitutes consent to and authority for Town-designated regulatory officials to enter the premises of the business with prior notice during regular business hours before approval of the license for the limited purpose of determining whether representations contained in the application are accurate, and, after a license has been issued, investigating, based upon probable cause, possible violations of this Chapter and the license. Where entry to a premise is refused, Town regulatory officials, may obtain a warrant to authorize entry.

#### 42-6. License fees.

(a) The amount of the annual license fee for a license year is \$150, except that for the following types of businesses the amount of the annual license fee for a license year is the amount specified:

(1) Coin-Operated Vending: The amount of the annual license fee is \$20 per machine in addition to the license fee for the business in which the machine is located.

(2) Mobile Vendor: The amount of the annual license fee is \$50 per mobile vending unit.

(3) Peddler: The amount of the annual license fee is \$50 per person.

(4) Alcoholic Beverage: For the operation of a business engaged in the sale of alcoholic beverages, the amount of the annual license fee is \$200 plus:

I. \$50 for a business holding a County alcoholic beverage license for offsite sale of beer and wine.

II. \$100 for a business holding a County alcoholic beverage license for offsite sale of beer, wine and liquor.

III. \$50 for a business holding a County alcoholic beverage license for onsite sale of beer and wine.

IV. \$100 for a business holding a County alcoholic beverage license for onsite sale of beer, wine and liquor.

V. \$80 for a business holding a County alcoholic beverage license for onsite and offsite of sale beer and wine.

VI. \$100 for a business holding a County alcoholic beverage license for onsite and offsite sale of beer, wine and liquor.

(5) There is no license fee for non-profit businesses.

(b) The fee for a license issued after July 1 shall not be prorated for the remainder of the license year for which the license is issued.

(c) A late fee in the amount of \$20 may be imposed on any license renewal application filed after the due date on the application or any authorized extensions.

**§ 42-7. License issuance; denial.**

- (a) When the Town receives a completed application for a license under this Chapter, the Town shall conduct a review of the application.
- (b) After the Town completes the review, the Town Manager or the Town Manager's designee shall determine whether the license should be granted and whether any terms, conditions and restrictions should be attached to the granting of the license, including providing the applicant with a reasonable time to come into compliance with the requirements of this Chapter. Any terms, conditions and restrictions shall be based on the then current applicable codes, laws and regulations.
- (c) The Town Manager or the Town Manager's designee shall grant the license, with or without terms, conditions and restrictions, except that the Town Manager or the Town Manager's designee shall deny the application if:
- (1) The Town Manager or the Town Manager's designee determines that the business for which the license is sought does not and reasonably cannot be expected to comply with applicable codes, laws, and regulations; or
  - (2) The business for which the license has been applied has any unpaid town fees or taxes, or any other unsatisfied obligations to the Town, unless the business has submitted a payment plan that is satisfactory to the Town Manager or the Town Manager's designee to pay the fees or taxes or to satisfy other obligations.
- (d) A license issued under this Chapter:
- (1) Shall state the license year for which the license is issued.
  - (2) Shall identify each business for which the license is issued.
  - (3) Shall identify the person to whom the license is issued.
  - (4) Shall identify the location at which the business will be conducted, except that a license issued to a mobile vendor shall identify the business as a mobile vendor.
  - (5) Shall list all terms, conditions and restrictions imposed upon the granting of the license.
  - (6) Is not assignable or transferrable to another person, business or location.



- (e) If the Town Manager or the Town Manager's designee denies an application for a license under this Chapter, a written notification detailing the reasons for the denial shall promptly be provided to the applicant by hand delivery, by first class U.S. Mail, or by e-mail to the e-mail address provided in the application.

#### **§ 42-8. Specialty License Provisions.**

- (a) Mobile Vending License: A mobile vendor may not remain standing in a fixed or permanent location to service customers. All mobile vendors' vehicles must be clearly marked as to identify the name of the business and its phone number, and shall display all required permits and licenses.

- (b) Temporary License:

- (1) Any person, corporation, or other legal entity issued a temporary business use and occupancy permit, or temporary business license, from Prince George's County must apply for a temporary license to conduct business in the Town.

- (2) Application. All applications for a temporary license must include the following:

- I. County issued permit copies.
- II. Description of services to be offered.
- III. Location of temporary business.
- IV. Written authorization by Owner/Manager of any commercial property to be used for operation of the temporary business.
- V. Listing those Saturdays, Sundays and legal holidays as defined by the Federal Government, including hours of operations on each day, that the temporary business will operate.

- (3) Restrictions on temporary businesses.

- I. No trailer, tent, motor vehicle or vehicle canopy may be used for sales.
- II. All displays or sales must be conducted on commercially zoned property no more than fifteen (15) feet from the main entrance door to the commercially operated business.
- III. All display and sales areas shall be located at least twenty-five (25) feet from an existing street line and from any adjacent lot lines.

IV. The temporary license shall be issued for not more than three (3) consecutive months.

V. The temporary license shall be used only on Saturday, Sunday and legal holidays.

VI. Services offered must comply with location's zoning for sale of goods.

**§ 42-8. Operational regulations.**

(a) The regulations in this section govern the operation of a business licensed under this Chapter and are conditions of the license.

(b) The holder of the license promptly shall notify the Town Manager or the Town Manager's designee of any changes to any of the information submitted as part of the application for the license.

(c) The operation of the business and premises shall comply with all applicable property maintenance code, building code, business licensing, zoning, alcoholic beverage and liquor licensing, and life safety and occupancy regulations.

(d) The business shall be operated within the times allowed by zoning and alcoholic beverage regulations, except to the extent that more limiting hours of operation are established by the Town as a condition of the issuance of the license.

(e) Where the sale or consumption of alcoholic beverages otherwise is permitted, alcoholic beverages may not be sold or served to any individual under 21 years of age or to any individual who reasonable observation demonstrates is intoxicated or under the influence of alcohol.

(f) No disorderly conduct or public nuisance shall be permitted to occur or continue in or within in close proximity to the premises of the licensed business.

(g) The business shall be operated in accordance with all applicable laws including, but not limited to, those described in subsection (c) of this section.

(h) The individuals in charge of the operation of the business shall not allow patrons or guests to engage in conduct on the premises that violates applicable laws including, but not limited to, laws relating to consumption of alcoholic beverages and public decency.

(i) The operators of the business shall not allow loitering to occur outside the premises of

the business.

- (j) The business shall be operated in a manner that does not result in the business being a public nuisance or result in the repeated response by the law enforcement authorities for conduct in or about the premises where the business is being operated.

#### **§ 42-10. Suspension and revocation.**

- (a) The provisions of this section are in addition to the provisions of § 42-12 (penalties and enforcement).
- (b) If a Town regulatory official observes that a business for which a license has been issued under this Chapter is being operated in violation of this Chapter or in violation of the license, the officer may issue a written notice to the business to cease and desist, or to correct, the unauthorized activity immediately or such longer time specified in the notice. If the violation is not corrected as required, the Town Manager or Town Manager's designee may suspend or revoke the license after giving written notice to the holder of the license and affording the holder of the license an opportunity to be heard.
- (c) If any other government regulatory agency suspends or revokes a license or permit issued by that agency for operation of the business in the Town, licenses under this Chapter shall automatically be suspended or revoked until such time as the other government regulatory agency removes such suspension or revocation.

#### **§ 42-11. Appeals.**

Any person aggrieved by a decision to deny the granting of a license under this Chapter, or to impose any terms, conditions and restrictions upon the granting of a license, or to suspend or revoke a license, may appeal the decision to the Board of Code Appeals as established in Chapter 56 of this Code. An appeal shall be filed by delivering a written notice of appeal to the Town Manager on such form as may be prescribed by the Town Manager within ten (10) days after the decision or action from which the appeal is taken.

#### **§ 42-12. Penalties and enforcement.**

- (a) A person may not violate this Chapter, or the terms, conditions or restrictions of a license issued under this Chapter. Each day that a person continues to violate this Chapter, or the terms, conditions or restrictions of a license issued under this Chapter, is a separate offense.
- (b) A person who violates this Chapter, or the terms, conditions or restrictions of any license issued under this Chapter, is guilty of a municipal infraction and subject to a

fine in the amount of \$200 for the violation, except that the amount of the fine for each day that a violation continues is \$400.

(c) Except as otherwise specifically provided in this chapter, this Chapter may be enforced by any Town staff designated by the Town Manager.

(d) In the case of a business operating without a required license, in addition to the issuance of municipal infraction citations, after notice to the manager or other individual on the premises in charge of the operation of the business, the Town may order the premises to be vacated and post on the exterior of the premises notice that the business is unlicensed and operating in violation of the Town Code.

(e) In addition to the other remedies provided in this section, the Town may institute a judicial proceeding to enforce or restrain violations of the provisions of this Chapter or of a license issued under this Chapter.

(f) The enforcement of the Mobile Vendor License and Peddler License requirements shall be a joint operation between the Town's Police Department and regulatory officials designated by the Town Manager. The Police Department shall identify mobile vendors operating without or in violation of a Town issued license. The Town's regulatory staff shall then act upon that information to gain compliance and where appropriate take enforcement action.

**SECTION 2: AND BE IT FURTHER ENACTED** that the provisions of Sections 42-1 through 42-12 of the Code of the Town of Riverdale Park (January 2008 Revision, as amended), Article 42 – BUSINESS LICENSES, as enacted by this Ordinance, except those provisions governing the initial issuance of a business license, shall apply to all existing business licenses issued by the Town on or before the effective date of this Ordinance. Such existing business licenses shall continue in effect until June 30, 2019, or until sooner revoked under the provisions of Sections 42-1 through 42-12 as enacted by this Ordinance.

**SECTION 3: AND BE IT FURTHER ENACTED** that if any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid for any reason, such invalidity shall not affect the other provisions or any other application of this Ordinance which can be given effect without the invalid provisions or application, and to this end, all the provisions of this Ordinance are hereby declared to be severable.

**SECTION 4: AND BE IT FURTHER ENACTED** that this Ordinance shall become effective twenty (20) days after its passage by the Council.

**ATTEST:**

**COUNCIL OF THE TOWN OF  
RIVERDALE PARK**

\_\_\_\_\_  
Jessica Barnes, Town Clerk

\_\_\_\_\_  
Alan K. Thompson, Mayor

**EXPLANATION:**

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

Underlining indicates amendments to bill.

~~Strike Out~~ indicates matter stricken from the bill by amendment or deleted from the law.

\* \* \* indicates omissions from existing law where no changes are made by this Ordinance

## **Chapter 42 LICENSES**

**§ 42-1. Scope.**

**§ 42-2. License required.**

**§ 42-3. Duration of license.**

**§ 42-4. Application.**

**§ 42-5. Application review and consideration.**

**§ 42-6. License fees.**

**§ 42-7. Licenses.**

**§ 42-8. Operational regulations.**

**§ 42-9. Special regulations for mobile vendors.**

**§ 42-10. Suspension and revocation of license.**

**§ 42-11. Appeals.**

**§ 42-12. Penalties and enforcement**

**§ 42-13. Temporary License [Added 3-05-04]**

[HISTORY: Adopted 2-12-62. Amended in its entirety 5-20-74, effective 7-1-74. Subsequent Amendment history noted where applicable. Sections 42-2, et seq., renumbered and §§ 42-1 and 42-2 amended 2-6-95, effective 2-26-95. Section 42-2 and 42-13 Amended 3-1-99. Section 42-6 Amended 6-18-01. Sections 42-1 through 42-13 repealed, replaced and renumbered 8-26-13, effective 9-15-13]

### **REFERENCES**

Amusement machine fees -- See Chapter 9.

Camping fees -- See Chapter 17.

Carnival and show permits -- See Chapter 19.

Club permits -- See Chapter 22.

Dance hall permits -- See Chapter 25.

Municipal Infractions -- See Chapter 46.

Rental licensing -- See Chapter 55.



**§ 42-1. Scope. [Amended 9-2-14, effective 9-22-14]**

- (a) This chapter applies to the operation of a trade or business in the Town of Riverdale Park.
- (b) For purposes of this chapter a trade or business includes commercial trades or businesses, not-for profit enterprises, religious institutions and enterprises affiliated with religious institutions.
- (c) For purposes of this chapter the operation of one or more single-family dwellings or dwelling units for rent and for which licenses have been issued under Chapter 55 of this Code is not the operation of a trade or business with respect to such rentals.

**§ 42-2. License required.**

- (a) A person may not operate a trade or business in the Town of Riverdale Park without obtaining a license from the Town under this chapter and paying the required license fee.
- (b) A license shall be applied for and issued to the owner or other person responsible for operating the trade or business in the Town. If the owner of, or other person responsible for operating, the trade or business is a business entity the license shall be issued to an officer of the business entity who shall hold the license for the sole use and benefit of the business entity. The licensee is personally liable for complying with this chapter and all terms and conditions of the license.
- (c) A license issued under this chapter is in addition to a license required under this code.
- (d) A person who is eligible for and obtains a temporary license under § 42-13 of this code is exempt from obtaining a license under this chapter.

**§ 42-3. Duration of license.**

A license issued under this chapter:

- (1) Is valid for the period July 1 through the following June 30. A license issued after July 1 in any year is valid until the ensuing June 30.
- (2) May be renewed for successive terms of one year each upon compliance with the requirements of this chapter.

**§ 42-4. Application. [Amended 9-2-14, effective 9-22-14] [Amended 6-5-17, effective 6-25-17]**

Any person seeking a license, or the renewal of a license, under this chapter shall file with the Town Administrator a written application, under penalty of perjury, in a form prescribed by the Town Administrator. An application for the renewal of an existing license shall be filed not later than the May 1 before the license is scheduled to expire, unless otherwise authorized by the Town Administrator. An application that is filed later than the May 15 before the license is scheduled to expire, or such later date as authorized by the Town Administrator, shall be treated as a new application. The application for an initial license or the renewal of a license shall include or be accompanied by the following to the extent reasonably available, and such other information and documentation as the Town Administrator reasonably may require:

- (1) The address of the premises at which the trade or business will be operated.
- (2) The zoning classification of the premises at or from which the business will be operated.
- (3) The name, telephone number and e-mail and postal mailing addresses of the owner of the premises.
- (4) The name, telephone number and e-mail and postal mailing addresses of the applicant.
- (5) The name, telephone number and e-mail and postal mailing addresses of the owner of the business entity for whose use and benefit the license is sought.
- (6) The names, telephone numbers and e-mail and postal mailing addresses of all on-site managers and other on-site individuals who will be responsible for the operation of the trade or business when it is open for business, and who will be authorized to accept notices and citations from the Town with respect to the operation of the trade or business.
- (7) A copy of any current fire inspection or occupancy limitation certificates, or both, for the use of the premises for the trade or business if another regulatory authority requires a fire inspection or occupancy limitation certificate, or both.
- (8) A copy of the current use and occupancy permit for the premises that shows that the trade or business is authorized at the premises if another regulatory authority requires a use and occupancy certificate.

- (9) A copy of the current alcoholic beverage license for the premises if the service of alcoholic beverages is allowed at the premises.
- (10) Evidence that the premises satisfies all applicable sanitary, building code, business licensing and safety regulations for the operation of trade or business.
- (11) A statement by the applicant and the owner of the premises that the filing of the application and the acceptance of the license issued by the Town constitutes consent to and authority for Town code enforcement officers and police officers, and other regulatory officials, to enter the premises of the business with prior notice during regular business hours before approval of the license for the limited purpose of determining whether representations contained in the application are accurate, and, after a license has been issued, investigating, based upon probable cause, violations of this chapter and the license. Where entry to a premises is refused, Town code enforcement officers and police officers, and other regulatory officials, shall obtain a warrant to authorize entry unless other lawful grounds exist to enter the premises without a warrant.

**§ 42-5. Application review and consideration. [Amended 9-2-14, effective 9-22-14]**

- (a) When the Town Administrator receives a completed application for a license under this chapter, the Town Administrator shall conduct a review and investigation of the application. The Town Administrator may request the assistance of other persons and Town departments in conducting the review and investigation.
- (b) After the Town Administrator completes the investigation, the Town Administrator shall determine whether the license should be granted and whether any terms, conditions and restrictions should be attached to the granting of the license, including providing the applicant with a reasonable time to come into compliance with the requirements of this chapter. Any terms, conditions and restrictions shall be based upon any impacts that the operation of the trade or business reasonably may be expected to have on the surrounding community and the public health, safety or welfare.
- (c) The Town Administrator shall grant the license, with or without terms, conditions and restrictions, except that the Town Administrator shall deny the application if:
  - (1) The Town Administrator determines that the trade or business for which the license has been applied reasonably can be expected to have an adverse impact on the surrounding community and the public health, safety or welfare that cannot be mitigated by terms, conditions and restrictions on the license;  
or

- (2) The trade or business for which the license has been applied has any unpaid town fees or taxes, or any other unsatisfied obligations to the Town, unless the trade or business had made arrangements approved by the Town Administrator to pay the fees or taxes or to satisfy other obligations.
- (d) If the Town Administrator denies an application for a license under this chapter, the Town Administrator shall prepare a written report of the reasons for the denial and shall provide that report promptly to the applicant by hand delivery or by certified mail, return receipt requested, to the applicant's address as set forth on the application.

**§ 42-6. License fees. [Amended 9-2-14, effective 9-22-14] [Amended 6-5-17, effective 6-25-17]**

- (a) If an application for a new license or renewal of an existing license is approved, the applicant shall pay the Town a non-refundable license fee before the Town issues the license.
- (b) The amount of the annual license fee is \$150, except that for the following types of trades or business the amount of the annual license fee is the amount specified:
  - (1) For the operation of an apartment house the amount of the annual license fee is \$115 multiplied by the number of apartment units, except that there is no license fee if a license is issued and licensing fee is paid under Chapter 56 of this code.
  - (2) For the operation of a rooming house or boarding house the amount of the annual license fee is \$20 multiplied by the number of rooming units, except that there is no license fee if a license is issued and licensing fees are paid under Chapter 55 of this code.
  - (3) For the operation of one or more coin operated vending machine the amount of the annual license fee is \$20 per machine in addition to the license fee for the trade or business in which the machine is located.
  - (4) For the operation of a mobile vending business the amount of the annual license fee is \$50 per mobile vending unit.
  - (5) For the operation of a business engaged in the sale of alcoholic beverages, the amount of the annual license fee is \$150 plus:
    - I. \$50 for a business holding a County alcoholic beverage license for offsale beer and wine.

- II. \$100 for a business holding a County alcoholic beverage license for off-sale beer, wine and liquor.
  - III. \$50 for a business holding a County alcoholic beverage license for onsale beer and wine.
  - IV. \$100 for a business holding a County alcoholic beverage license for on-sale beer, wine and liquor.
  - V. \$80 for a business holding a County alcoholic beverage license for on and off-sale beer and wine.
  - VI. \$100 for a business holding a County alcoholic beverage license for on and off-sale beer, wine and liquor.
- (6) There is no license fee for any trade or business operated by not-for profit enterprises, religious institutions and enterprises affiliated with religious institutions.
- (c) The fee for a license issued after July 1 shall not be prorated for the remainder of the year for which the license is issued.
- (d) A late fee in the amount of \$20 shall be imposed on any license renewal application filed between May 16 and June 30. Any licensed trade or business for which a license is not renewed by June 30 shall be deemed to be unlicensed and subject to penalties and enforcement for an unlicensed business until a license is issued.

#### **§ 42-7. Licenses.**

A license issued under this chapter:

- (1) Shall identify each trade or business for which the license is issued.
- (2) Shall identify the person to whom the license is issued.
- (3) Shall identify the location at which the trade or business will be conducted, except that a license issued to a mobile vendor shall identify the business as a mobile vendor.
- (4) Shall list all terms, conditions and restrictions imposed upon the grant of the license.

- (5) Is not assignable or transferrable to another person, trade or business or location.

#### **§ 42-8. Operational regulations.**

- (a) The provisions of this section govern the operation of trade or business licensed under this chapter and are conditions of the license.
- (b) The holder of the license promptly shall notify the Town Administrator of any changes to any of the information submitted as part of the application for the license.
- (c) A manager or other individual responsible for the operation of the trade or business shall be on the premises at all times when the trade or business is open for business. This manager or other individual responsible for the operation of the trade or business and the holder of the license shall be jointly responsible for the operation of the trade or business and for all violations of this chapter and the terms and conditions of the license, and shall accept notices and citations issued under this chapter.
- (d) The operation of the trade or business and premises shall comply with all applicable sanitary, building code, business licensing, zoning, alcoholic beverage and liquor licensing and life safety and occupancy regulations.
- (e) The operator of the trade or business shall maintain on file records as required by law for all employees who work at the premises. If not otherwise required by law, these records shall include telephone numbers, and e-mail and postal mailing addresses of all employees.
- (f) The trade or business shall be operated within the times allowed by zoning and alcoholic beverage regulations, except to the extent that more limiting hours of operation are established by the Mayor and Council as a condition of the issuance of the license.
- (g) Where the sale or consumption of alcoholic beverages otherwise is permitted, alcoholic beverages may not be sold or served to any individual under 21 years of age or to any individual who reasonable observation demonstrates is intoxicated or under the influence of alcohol.
- (h) No disorderly conduct or public nuisance shall be permitted to occur or continue in or within in close proximity to the premises of the licensed trade or business.
- (i) The trade or business shall be operated in accordance with all applicable laws including, but not limited to, those described in subsection 4 of this section.



- (j) The individuals in charge of the operation of the trade or business shall not allow patrons or guests to engage in conduct on the premises that violates applicable laws including, but not limited to, laws relating to consumption of alcoholic beverages and public decency.
- (k) The operators of the trade or business shall not allow loitering to occur outside the premises of the trade or business.
- (l) The trade or business shall be operated in a manner that does not result in the trade or business being a public nuisance or result in the repeated response by police officers for conduct in or about the premises where the trade or business is being operated.

**§ 42-9. Special regulations for mobile vendors.**

- (a) For purposes of this chapter a “mobile vendor” means a person who sells or offers to sell goods, wares or food from a vehicle, trailer, kiosk, pushcart, stand or other device designed to be portable, not permanently attached to the ground and operating in no fixed or permanent location.
- (b) A mobile vendor may not remain standing in a fixed or permanent location to service customers.
- (c) All mobile vendors’ vehicles must be clearly marked as to identify the name of business and phone number, and display all required permits and licenses.

**§ 42-10. Suspension and revocation of license.**

- (a) The provisions of this section are in addition to the provisions of § 42-12 (penalties and enforcement).
- (b) If a Town code enforcement officer or police officer observes that a trade or business for which a license has been issued under this chapter is being operated in violation of this chapter or in violation of the license, the officer immediately shall issue a written notice to the manager or other individual responsible for the operation of the trade or business to cease and desist, or to correct, the unauthorized activity immediately or such longer time specified in the notice. If the violation is not corrected immediately or within such longer time specified in the notice, the officer shall issue to the manager or other individual responsible for the operation of the trade or business a written notice that the mayor and council will hold a hearing to determine whether the license should be suspended or revoked. Where Town code enforcement officers or officers of the Town police department reasonably believe that continued operation of the trade or business until the Mayor and Council can hold a hearing on suspension or revocation of the license will result in an immediate and substantial threat to the public health, safety or welfare, the officer may take the same

action as is authorized under § 42-12 (penalties and enforcement) for a trade or business that is operating without a license. Such action shall remain in effect until the Mayor and Council determines whether to allow the resumption of the trade or business or suspend or revoke the license.

- (c) If any other government regulatory agency suspends or revokes a license or permit issued by that agency for operation of the trade or business in the Town, the Mayor and Council shall hold a hearing to determine whether the Town license also should be suspended or revoked.
- (d) If the Mayor and Council hold a hearing to determine whether a license should be suspended or revoked, the Town Administrator shall send notice of the date, time, place and purpose of the hearing, including the violations or grounds for which suspension or revocation of the license will be considered. The notice shall be sent to the license holder, to the business entity for whose use and benefit the license was issued, and to the owner of the premises at which the trade or business is located. The notice shall be sent by certified and first class mail to the addresses of such persons as listed on the license application. Where action is taken under § 42-10.2 (should be 42-10(b)), the Mayor and Council shall conduct the hearing within 15 days after the date of the written notice of hearing.
  - (1) At a hearing the Mayor and Council shall consider testimony and evidence from the Town, from the holder of the license, and from other interested persons.
  - (2) Following the hearing, if the Mayor and Council finds that the violations as alleged have been sustained, or that the license or permit issued by another government regulatory agency has been revoked or suspended, the Mayor and Council may suspend or revoke the license, or take such other action with respect to the license, including imposing new or additional conditions, as the Mayor and Council reasonably shall determine appropriate to protect the public health, safety and welfare and to ensure future compliance with this chapter and the license.
  - (3) The Mayor and Council shall issue a written decision of their findings and actions with such sufficiency as would be required for judicial review. The Town Administrator shall mail copies of the decision promptly to the same persons and in the same manner as the notice of the hearing was sent. The Town Administrator also shall mail copies of the decision to all other parties of record.
- (e) If the Mayor and Council revoke a license, the holder of the license and the operator of the trade or business may not apply for or receive another license for one year following the date of the revocation except with the consent of the Mayor and Council

upon a showing of a material change in the the circumstances and conditions that led to the revocation of the license.

#### **Sec. 42-11. Appeals.**

- (a) Any person aggrieved by a decision of the Town Administrator to deny the granting of a license under this chapter, or to impose any terms, conditions and restrictions upon the granting of a license, may appeal the Town Administrator's decision to the Mayor and Council within ten (10) days following the Town Administrator's decision by delivering a written notice of appeal to the Town Administrator on such form as may be prescribed by the Town Administrator.
  - (1) The Mayor and Council shall give the appellant notice of the date, time and place of a hearing before the Mayor and Council to hear and consideration of the appeal.
  - (2) At the hearing the Mayor and Council shall hear from the appellant and the Town Administrator and such other Town personnel and other individuals as the Mayor and Council deems appropriate. The Town Administrator shall present the record that formed the basis of the Administrator's decision. At the hearing the appellant shall have the burden of demonstrating to the Mayor and Council that the decision of the Town Administrator was arbitrary, capricious or contrary to law.
  - (3) After the Mayor and Council hears and considers the appeal, upon a finding that the decision of the Town Administrator was arbitrary, capricious or contrary to law the Mayor and Council shall affirm, modify or reverse the Town Administrator's decision and may take any action that the Town Administrator may have taken. The Mayor and Council shall make written findings to support and document its decision.
- (b) Any person aggrieved by any decision of the Mayor and Council under this section or § 42-10 may seek judicial review in the Circuit Court for Prince George's County by filing a petition for judicial review within thirty (30) days after the date of the decision of the Mayor and Council. The decision of the Circuit Court may be further appealed to the Maryland Court of Special Appeals as allowed by law.

#### **Sec. 42-12. Penalties and enforcement.**

- (a) A person may not violate this chapter or the terms, conditions or restrictions of a license issued under this chapter. Each day that a person continues to violate this chapter or the terms, conditions or restrictions of a license issued under this chapter is a separate offense.

- (b) A person who violates this chapter or the terms, conditions or restrictions of any license issued under this chapter is guilty of a municipal infraction and subject to a fine in the amount of \$150 for the violation, except that the amount of the fine for each day that a violation continues is \$300.
- (c) This chapter may be enforced by any Town code enforcement officer and sworn officers of the Town's police department. Any of these individuals may issue municipal infraction citations for violations.
- (d) In addition to the issuance of municipal infraction citations, after notice to the manager or other individual on the premises in charge of the operation of the trade or business, Town code enforcement officers and officers of the Town police department may take such measures as reasonably necessary to effect the closing or otherwise prevent the unlawful continuance or operation of a trade or business that a code enforcement officer or police officer observes is being operated without the license required by this chapter. Such measures include:
  - (1) Locking or securing the premises or otherwise denying entry into the premises; or
  - (2) Ordering the premises to be vacated and posting in and on the exterior of the premises notices that the trade or business is closed by order of the Town and that no person is to enter the premises without permission of the Town.

Such measures taken shall remain in force until such time as the owner or operator of the premises provides assurances reasonably satisfactory to the Town Administrator that the operation of the trade or business will not be resumed without a license.

- (e) In addition to the other remedies provided in this section, the Town may institute a judicial proceeding to enforce or restrain violations of the provisions of this chapter or of a license issued under this chapter.

#### **§ 42-13. Temporary License [Adopted 3-5-04, effective 3-5-04.]**

Any person, firm, partnership, association or cooperation issued a temporary business use of occupancy permit, or license from Prince George's County shall apply for a temporary license to do business in the Town of Riverdale Park.

- (a) Application.

All applications for a temporary license must include the following:

- (1) County issued permit copies.

- (2) Description of services to be offered.
  - (3) Location of temporary business.
  - (4) Written authorization by Owner/Manager of any commercial property to be used for operation of temporary business.
  - (5) Check, cash, money order in the amount of seventy-five dollars (\$75).
  - (6) Listing Saturday, Sunday and legal holidays as defined by the Federal Government only, including hours of operations.
- (b) Restrictions.
- (1) No trailer or tent or motor vehicle or vehicle canopy will be allowed to be used for sales.
  - (2) All displays or sales must be conducted on the commercially zoned property no more than fifteen (15) feet from the main entrance door to the commercially operated business.
  - (3) All display/sales area shall be located at least twenty-five (25) feet from an existing street line and from any adjacent lot lines.
  - (4) The temporary permit shall be issued for not more than three (3) consecutive

months.

(5) The temporary permit shall be used only on Saturday, Sunday and legal holidays.

(6) Services offered must comply with site/location zoning for sale of goods.

(c) Enforcement.

The Code Enforcement Department and when required the Riverdale Park Police Department shall have the duty of enforcing the requirement of the subtitle to assure continuing compliance with this ordinance and to respond to all complaints, and to provide inspections of such licensed operations.

(d) The Enforcement against an unlicensed temporary business shall be provided by the Enforcement Officer with the assistance of the Police Department which is necessary to effect the closing of otherwise prevent the unlawful operation of any business or operation requiring a temporary license that within seven (7) days of an initial written notice fails to require the necessary license.

Such measurers include:

(e) To remove to a designated facilities the goods and equipment of the vendor, who shall have up to fifteen (15) business days to claim such goods upon payment of any assessed storage fees and fines which have been levied against the vendor. Failure to comply with this schedule such goods shall be deemed abandoned and shall become the property of the Town to be disposed of in accordance with applicable law. The Town shall have no responsibility to protect or preserve any perishable or nonperishable goods or equipment acquired under this section.

(f) Penalties.

The fine for this section of this chapter shall be equivalent of the cost of the temporary license as set forth in section 42-14 (a) (5) Required for a business that is operating without a license. Each day that a business continues operation without acquiring the license shall constitute a separate offense.





## **Town of Riverdale Park, Maryland**

### **Town Administration**

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: March 28, 2019

RE: Ordinance 2019-OR-03 authorizing wireless and wireline broadband deployment in public rights- of-way

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**Action Requested:** Ordinance 2019-OR-03 is scheduled for adoption at the April 1, 2019 Legislative Meeting.

**Background:** The Federal Communications Commission (FCC) is requiring that jurisdictions that seek to regulate small cell infrastructure in public rights-of-way, publish the rules by April 15, 2019. The Town will need to adopt an ordinance should it desire to have this ability. The purpose of the attached draft ordinance follows:

- **FOR** the purpose of providing certain standards and regulations relating to the location of small wireless telecommunications towers, antennas, and other structures within the Town's public rights-of-way, consistent with federal and state law; providing for fees and annual charges; and generally related to the wireless telecommunication facilities and wireless infrastructure providers in The Town of Riverdale Park.

Please note the proposed timeline:

- March 4<sup>th</sup> Introduction of an Ordinance
- March 25<sup>th</sup> Review and discussion
- April 1<sup>st</sup> Adoption of an Ordinance

After review and discussion, it was determined that several amendments were needed. Attached, please find the amendments as drafted by Town Attorney Fred Sussman. Staff will be present to respond to questions or concerns.

# COUNCIL OF THE TOWN OF RIVERDALE PARK

## Ordinance No. 2019-OR-03

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**Introduced By:** CM Aaron Faulx

**Date Introduced:** March 4, 2019

**Amendments Adopted:**

**Date Adopted:**

**Date Effective:**

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**AN ORDINANCE** concerning

### **WIRELESS TELECOMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY**

**FOR** the purpose of providing certain standards and regulations relating to the location of small wireless telecommunications towers, antennas, and other structures within the Town's public rights-of-way, consistent with federal and state law; providing for fees and annual charges; and generally related to the wireless telecommunication facilities and wireless infrastructure providers in The Town of Riverdale Park.

**BY** adding  
Chapter 71, Wireless Telecommunications Facilities in Public Rights-Of-Way  
Sections 71-1 through 71-13, inclusive

**WHEREAS**, pursuant to §5-201, *et seq.* of the Local Government Article, Annotated Code of Maryland, the Town of Riverdale Park (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to prevent and remove nuisances; and

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Key:  
CAPS

: Indicate matter added to existing law.

**WHEREAS**, §5-202 of the Local Government Article of the Annotated Code of Maryland provides that the Council of the Town of Riverdale Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

**WHEREAS**, the Town Charter, Article VIII, “Public Ways and Sidewalks”, §802, “Control of Public Ways”, authorizes the Town to control its rights-of-way and maintain the rights-of-way in good condition; and

**WHEREAS**, the Council determined that it is in the public interest to provide for regulation of the installation of wireless telecommunications facilities in the Town’s rights-of-way that is consistent with federal and State law; Now therefore,

**SECTION 1. BE IT ENACTED, BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK** that Chapter 71, “Wireless Telecommunications Facilities in Public Rights-Of-Way”, consisting of Sections 71-1 through 71-13, inclusive, be and it is hereby added to the Code of the Town of Riverdale Park to follow immediately after Chapter 70 of the Code and to read as follows:

**CHAPTER 71, WIRELESS TELECOMMUNICATIONS FACILITIES  
IN PUBLIC RIGHTS-OF-WAY**

**SECTION 71-1. SCOPE.**

A. IN GENERAL. THIS CHAPTER AUTHORIZES ONLY THE INSTALLATION OF SMALL WIRELESS FACILITIES IN THE TOWN RIGHTS-OF-WAY. UNLESS EXEMPTED, EVERY PERSON WHO DESIRES TO PLACE A SMALL WIRELESS FACILITY IN A TOWN RIGHT-OF-WAY, INCLUDING DEPLOYMENT OF PERSONAL WIRELESS SERVICE INFRASTRUCTURE, OR TO MODIFY AN EXISTING SMALL WIRELESS FACILITY, INCLUDING WITHOUT LIMITATION FOR THE:

- (1) COLLOCATION OF A SMALL WIRELESS FACILITY;
- (2) ATTACHMENT OF A SMALL WIRELESS FACILITY TO A POLE OWNED BY AN AUTHORITY;
- (3) INSTALLATION OF A POLE; OR
- (4) MODIFICATION OF A SMALL WIRELESS FACILITY OR A POLE,

MUST OBTAIN A WIRELESS PLACEMENT PERMIT AUTHORIZING THE PLACEMENT OR MODIFICATION.

B. EXEMPTIONS. THE FOLLOWING ARE EXEMPTED FROM THE REQUIREMENTS OF THIS CHAPTER:

- (1) THE PLACEMENT OR MODIFICATION OF WIRELESS TELECOMMUNICATIONS FACILITIES ON SUPPORTING STRUCTURES OWNED, OR UNDER THE CONTROL OF, THE TOWN, THE USE OF WHICH IS SUBJECT TO A CONTRACT FOR USE OF THE FACILITY BETWEEN THE TOWN AND THE ENTITY OR ENTITIES THAT OWN OR CONTROL THE WIRELESS TELECOMMUNICATIONS FACILITY;
- (2) THE PLACEMENT OR MODIFICATION OF WIRELESS TELECOMMUNICATIONS FACILITIES BY THE TOWN OR BY ANY OTHER AGENCY OF THE STATE SOLELY FOR PUBLIC SAFETY PURPOSES.
- (3) MODIFICATIONS TO AN EXISTING WIRELESS TELECOMMUNICATIONS FACILITY THAT MAKES NO MATERIAL CHANGE TO THE FOOTPRINT OF THE FACILITY OR TO THE SURFACE OR SUBSURFACE OF A PUBLIC STREET IF THE ACTIVITY DOES NOT DISRUPT OR IMPEDE TRAFFIC IN THE TRAVELED PORTION OF A STREET, AND IF THE WORK ACTIVITY DOES NOT CHANGE THE VISUAL OR AUDIBLE CHARACTERISTICS OF THE WIRELESS TELECOMMUNICATIONS FACILITY. THE TOWN, BY REGULATION, MAY ALSO EXEMPT WIRELESS TELECOMMUNICATIONS FACILITIES THAT OTHERWISE ARE SUBJECT TO THE PROVISIONS OF THIS SECTION FROM THE OBLIGATION TO OBTAIN A PERMIT TO INSTALL OR MODIFY A WIRELESS TELECOMMUNICATIONS FACILITY WHERE IT IS DETERMINED THAT BECAUSE OF THE PHYSICAL CHARACTERISTICS OF THE PROPOSED FACILITIES, AND THE WORK ASSOCIATED WITH THEM, SUCH A PERMIT IS NOT REQUIRED TO PROTECT THE PUBLIC HEALTH, WELFARE OR SAFETY, TO MAINTAIN THE CHARACTER OF A NEIGHBORHOOD OR CORRIDOR, OR TO OTHERWISE SERVE THE PURPOSES OF THIS ORDINANCE.
- (4) INSTALLATION OF A MOBILE CELL FACILITY OR A SIMILAR STRUCTURE FOR A TEMPORARY PERIOD IN CONNECTION WITH AN EMERGENCY OR EVENT, BUT NO LONGER THAN REQUIRED FOR THE EMERGENCY OR EVENT, PROVIDED THAT INSTALLATION DOES NOT INVOLVE EXCAVATION, MOVEMENT OR REMOVAL OF EXISTING FACILITIES, AND THAT AT LEAST 30 DAYS PRIOR WRITTEN NOTIFICATION IS PROVIDED TO THE TOWN, AND CONSENT FOR PLACEMENT IS GRANTED.

- (5) A MICRO WIRELESS FACILITY STRUNG BETWEEN TWO UTILITY POLES AND PROVIDED FURTHER THAT THE INSTALLATION DOES NOT REQUIRE REPLACEMENT OF THE STRAND, OR EXCAVATION, MODIFICATION OR REPLACEMENT OF THE UTILITY POLES.

C. OTHER APPLICABLE REQUIREMENTS. IN ADDITION TO THE WIRELESS TELECOMMUNICATIONS PERMIT REQUIRED BY THIS CHAPTER, THE PLACEMENT OF A WIRELESS TELECOMMUNICATIONS FACILITY IN THE PUBLIC RIGHTS-OF-WAY REQUIRES THE PERSONS WHO WILL OWN OR CONTROL THOSE FACILITIES TO OBTAIN THE FRANCHISES, LICENSE AGREEMENTS AND PERMITS REQUIRED BY APPLICABLE LAW, AND TO COMPLY WITH APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, APPLICABLE LAW GOVERNING RADIO FREQUENCY (RF) EMISSIONS. NOTHING IN THIS CHAPTER PRECLUDES THE TOWN FROM APPLYING ITS GENERALLY APPLICABLE HEALTH, SAFETY, AND WELFARE REGULATIONS WHEN GRANTING CONSENT FOR A SMALL WIRELESS FACILITY OR WIRELESS SUPPORT STRUCTURE IN THE TOWN'S RIGHT-OF-WAY.

D. PUBLIC USE. EXCEPT AS OTHERWISE PROVIDED BY MARYLAND LAW, ANY USE OF A RIGHT-OF-WAY AUTHORIZED PURSUANT TO THIS CHAPTER IS SUBORDINATE TO THE TOWN'S USE AND USE BY THE PUBLIC.

## **SECTION 71-2. DEFINITIONS.**

TERMS USED IN THIS ARTICLE SHALL HAVE THE FOLLOWING MEANINGS:

A. APPLICATION: A FORMAL REQUEST, INCLUDING ALL REQUIRED AND REQUESTED DOCUMENTATION AND INFORMATION SUBMITTED BY AN APPLICANT TO THE TOWN FOR A WIRELESS PLACEMENT PERMIT.

B. APPLICANT: A PERSON FILING AN APPLICATION FOR PLACEMENT OR MODIFICATION OF A WIRELESS TELECOMMUNICATIONS FACILITY IN THE RIGHTS-OF-WAY.

C. ANTENNA: AN APPARATUS DESIGNED TO EMIT RADIO FREQUENCY (RF) AND OPERATE FROM A FIXED LOCATION TO PROVIDE WIRELESS SERVICES.

D. ANTENNA EQUIPMENT: EQUIPMENT, SWITCHES, WIRING, CABLING, POWER SOURCES, SHELTERS OR CABINETS ASSOCIATED WITH AN ANTENNA, LOCATED AT THE SAME FIXED LOCATION AS THE ANTENNA, AND, WHEN COLLOCATED ON A STRUCTURE, IS MOUNTED OR INSTALLED AT THE SAME TIME AS SUCH ANTENNA.

E. APPLICABLE LAWS/CODES: UNIFORM BUILDING, FIRE, SAFETY, ELECTRICAL, PLUMBING, OR MECHANICAL CODES ADOPTED BY A RECOGNIZED NATIONAL CODE ORGANIZATION TO THE EXTENT SUCH CODES HAVE BEEN ADOPTED BY THE TOWN, INCLUDING ANY AMENDMENTS ADOPTED BY THE TOWN, OR OTHERWISE ARE APPLICABLE IN THE TOWN. THE TERM INCLUDES THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AS WELL AS ANY TOWN OF PRINCE GEORGE'S COUNTY STANDARDS OR REGULATIONS GOVERNING THE USE OF RIGHTS-OF-WAY.

F. BASE STATION: BASE STATION SHALL HAS THE SAME MEANING AS IN 47 C.F.R. SECTION 1.40001.

G. CERTIFICATE OF COMPLETION: A DOCUMENT THAT IS REQUIRED FROM AND ISSUED BY THE TOWN CONFIRMING THAT ALL WORK DESCRIBED IN THE APPLICATION, AS APPROVED:

- (1) WAS PROPERLY PERMITTED, INCLUDING, WITHOUT LIMITATION, ALL REQUIRED PERMITS FOR BUILDING, ELECTRICAL WORK, STREET OR CURB CUTTING, AND EXCAVATION;
- (2) WAS DONE IN COMPLIANCE WITH AND FULFILLMENT OF ALL CONDITIONS OF ALL PERMITS, INCLUDING ALL STATED DEADLINES;
- (3) WAS FULLY CONSTRUCTED AND/OR PLACED AS APPROVED AND PERMITTED; AND
- (4) WAS FINALLY INSPECTED BY THE TOWN, AND WAS APPROVED BY THE TOWN AFTER THE FINAL INSPECTION.

H. COLLOCATE: TO INSTALL OR MOUNT A SMALL WIRELESS FACILITY IN THE PUBLIC RIGHT-OF-WAY ON AN EXISTING SUPPORT STRUCTURE, AN EXISTING TOWER, OR ON AN EXISTING POLE TO WHICH A SMALL WIRELESS FACILITY IS ATTACHED AT THE TIME OF THE APPLICATION. "COLLOCATION" HAS A CORRESPONDING MEANING.

I. MAKE-READY WORK: WORK THAT AN AUTHORITY REASONABLY DETERMINES TO BE REQUIRED TO ACCOMMODATE A WIRELESS INFRASTRUCTURE PROVIDER'S INSTALLATION UNDER THIS CHAPTER AND TO COMPLY WITH ALL APPLICABLE STANDARDS. THE WORK MAY INCLUDE, BUT IS NOT LIMITED TO, REPAIR, REARRANGEMENT, REPLACEMENT AND CONSTRUCTION OF POLE; INSPECTIONS; ENGINEERING WORK AND CERTIFICATION; PERMITTING WORK; TREE TRIMMING (OTHER THAN TREE TRIMMING PERFORMED FOR NORMAL MAINTENANCE PURPOSES); SITE



PREPARATION; AND ELECTRICAL POWER CONFIGURATION. THE TERM DOES NOT INCLUDE A WIRELESS INFRASTRUCTURE PROVIDER'S ROUTINE MAINTENANCE.

J. RIGHT-OF-WAY: THE TERM RIGHT-OF-WAY INCLUDES ANY PORTION OF ANY STREET, ROAD OR PUBLIC WAY WHICH THE TOWN HAS THE RESPONSIBILITY TO MAINTAIN OR MANAGE.

K. MICRO WIRELESS FACILITY: A SMALL WIRELESS FACILITY HAVING DIMENSIONS NO LARGER THAN 24 INCHES IN LENGTH, 15 INCHES IN WIDTH AND 12 INCHES IN HEIGHT AND AN EXTERIOR ANTENNA, IF ANY, NO LONGER THAN 11 INCHES.

L. SMALL WIRELESS FACILITY: A SMALL WIRELESS FACILITY IS A WIRELESS TELECOMMUNICATIONS FACILITY. CONSISTENT WITH CODE OF FEDERAL REGULATIONS, SUBPART U, PART 1 OF TITLE 47, "STATE AND LOCAL GOVERNMENT REGULATION OF THE PLACEMENT, CONSTRUCTION, AND MODIFICATION OF PERSONAL WIRELESS SERVICE FACILITIES", A FACILITY THAT MEETS EACH OF THE FOLLOWING CONDITIONS:

(1) THE STRUCTURE ON WHICH ANTENNA FACILITIES ARE MOUNTED:

- I. IS 50 FEET OR LESS IN HEIGHT, OR
- II. IS NO MORE THAN 10 PERCENT TALLER THAN OTHER ADJACENT STRUCTURES, OR
- III. IS NOT EXTENDED TO A HEIGHT OF MORE THAN 10 PERCENT ABOVE ITS PREEXISTING HEIGHT AS A RESULT OF THE COLLOCATION OF NEW ANTENNA FACILITIES; AND

(2) EACH ANTENNA (EXCLUDING ASSOCIATED ANTENNA EQUIPMENT) IS NO MORE THAN THREE CUBIC FEET IN VOLUME; AND

(3) ALL ANTENNA EQUIPMENT ASSOCIATED WITH THE FACILITY (EXCLUDING ANTENNAS) ARE CUMULATIVELY NO MORE THAN 28 CUBIC FEET IN VOLUME; AND

(4) THE FACILITY DOES NOT REQUIRE ANTENNA STRUCTURE REGISTRATION;

(5) THE FACILITY DOES NOT RESULT IN HUMAN EXPOSURE TO RADIOFREQUENCY RADIATION IN EXCESS OF THE APPLICABLE SAFETY STANDARDS SPECIFIED BY FEDERAL LAW

M. SUPPORT STRUCTURE: ANY STRUCTURE CAPABLE OF SUPPORTING A BASE STATION.

N. TOWER: ANY STRUCTURE BUILT FOR THE SOLE OR PRIMARY PURPOSE OF SUPPORTING ANY FCC-LICENSED OR AUTHORIZED ANTENNAS AND THEIR ASSOCIATED FACILITIES, INCLUDING STRUCTURES THAT ARE CONSTRUCTED FOR WIRELESS COMMUNICATIONS SERVICES INCLUDING, BUT NOT LIMITED TO, PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES, AS WELL AS UNLICENSED WIRELESS SERVICES AND FIXED WIRELESS SERVICES SUCH AS MICROWAVE BACKHAUL, AND THE ASSOCIATED SITE. THIS DEFINITION DOES NOT INCLUDE UTILITY POLES.

O. UTILITY POLE: A STRUCTURE IN THE RIGHT-OF-WAY DESIGNED TO SUPPORT ELECTRIC, TELEPHONE AND SIMILAR UTILITY LINES. A TOWER IS NOT A UTILITY POLE.

P. WIRELESS PERMIT: A PERMIT ISSUED PURSUANT TO THIS CHAPTER AND AUTHORIZING THE PLACEMENT OR MODIFICATION OF A WIRELESS TELECOMMUNICATIONS FACILITY OF A DESIGN SPECIFIED IN THE PERMIT AT A PARTICULAR LOCATION WITHIN THE RIGHTS-OF-WAY; AND THE MODIFICATION OF ANY EXISTING SUPPORT STRUCTURE TO WHICH THE WIRELESS TELECOMMUNICATIONS FACILITY IS PROPOSED TO BE ATTACHED.

Q. WIRELESS SERVICE PROVIDER. AN ENTITY THAT PROVIDES WIRELESS SERVICES TO END USERS.

R. WIRELESS INFRASTRUCTURE PROVIDER: A PERSON THAT OWNS, CONTROLS, OPERATES OR MANAGES A WIRELESS TELECOMMUNICATION FACILITY OR PORTION THEREOF WITHIN THE RIGHT-OF-WAY.

S. WIRELESS REGULATIONS: THOSE REGULATIONS ADOPTED TO IMPLEMENT THE PROVISIONS OF THIS ARTICLE.

T. WIRELESS TELECOMMUNICATIONS FACILITY, OR FACILITY: EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK INCLUDING WITHOUT LIMITATION RADIO TRANSCEIVERS, ANTENNAS, BASE STATION, UNDERGROUND WIRING, COAXIAL OR FIBER-OPTIC CABLE, REGULAR AND BACKUP POWER SUPPLIES, AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION.

**SECTION 71-3. GENERAL STANDARDS FOR WIRELESS TELECOMMUNICATIONS FACILITIES IN RIGHTS-OF-WAY.**

- A. GENERALLY. WIRELESS TELECOMMUNICATIONS FACILITIES SHALL MEET THE MINIMUM REQUIREMENTS SET FORTH IN THIS CHAPTER AND ANY WIRELESS REGULATIONS APPROVED BY THE MAYOR AND COUNCIL, IN ADDITION TO THE REQUIREMENTS OF ANY OTHER APPLICABLE LAW.
- B. REGULATIONS. THE WIRELESS REGULATIONS AND ADMINISTRATIVE DECISIONS ON APPLICATIONS FOR PLACEMENT OF WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHTS-OF-WAY OR ON TOWN PROPERTY SHALL, AT A MINIMUM, ENSURE THAT THE REQUIREMENTS OF THIS SECTION ARE SATISFIED, UNLESS IT IS DETERMINED THAT APPLICANT HAS ESTABLISHED THAT DENIAL OF AN APPLICATION WOULD, WITHIN THE MEANING OF FEDERAL LAW, PROHIBIT OR EFFECTIVELY PROHIBIT THE PROVISION OF PERSONAL WIRELESS SERVICES, OR OTHERWISE VIOLATE APPLICABLE LAWS OR REGULATIONS. IF THAT DETERMINATION IS MADE, THE REQUIREMENTS OF THIS CHAPTER AND ANY TOWN WIRELESS REGULATIONS MAY BE WAIVED, BUT ONLY TO THE MINIMUM EXTENT REQUIRED TO AVOID THE PROHIBITION.
- C. STANDARDS. WIRELESS TELECOMMUNICATIONS FACILITIES SHALL BE INSTALLED AND MODIFIED IN A MANNER THAT:
  - (1) MINIMIZES RISKS TO PUBLIC SAFETY, AVOIDS PLACEMENT OF ABOVE GROUND FACILITIES IN UNDERGROUND AREAS, AVOIDS INSTALLATION OF NEW SUPPORT STRUCTURES OR EQUIPMENT CABINETS IN THE PUBLIC RIGHTS-OF-WAY, MAXIMIZES USE OF EXISTING STRUCTURES AND POLES, AVOIDS PLACEMENT IN RESIDENTIAL AREAS WHEN COMMERCIAL AREAS ARE REASONABLY AVAILABLE, AND OTHERWISE MAINTAINS THE INTEGRITY AND CHARACTER OF THE NEIGHBORHOODS AND CORRIDORS IN WHICH THE FACILITIES ARE LOCATED;
  - (2) ENSURES THAT INSTALLATIONS ARE SUBJECT TO PERIODIC REVIEW TO MINIMIZE THE INTRUSION ON THE RIGHTS-OF-WAY;
  - (3) UNLESS APPROVED BY THE TOWN, ANY WIRELESS TELECOMMUNICATIONS FACILITY MUST BE LOCATED NO CLOSER THAN:
    - I. TWO (2) FEET FROM ANY CURB, SIDEWALK, OR OTHER

IMPROVEMENT WITHIN THE RIGHT-OF-WAY; AND

II. FIVE (5) FEET FROM ANY DRIVEWAY APRON; AND

BE OTHERWISE LOCATED TO AVOID INTERFERENCE WITH PEDESTRIAN AND MOTORIST SIGHTLINES AND USE.

- (4) ENSURES THAT THE TOWN BEARS NO RISK OR LIABILITY AS A RESULT OF THE INSTALLATIONS, AND THAT SUCH USE DOES NOT INCONVENIENCE THE PUBLIC, INTERFERE WITH THE LEGAL USES OF THE PUBLIC RIGHTS OF WAY OR PUBLIC ASSETS BY OTHERS, OR HINDER THE ABILITY OF THE TOWN OR OTHER GOVERNMENT AGENCIES TO IMPROVE, MODIFY, RELOCATE, ABANDON OR VACATE THE PUBLIC RIGHTS-OF-WAY OR ANY PORTION THEREOF, OR TO CAUSE THE IMPROVEMENT, MODIFICATION, RELOCATION, VACATION OR ABANDONMENT OF FACILITIES IN THE RIGHTS-OF-WAY.
- (5) ENSURES THAT LOCATION OF FACILITIES ON EXISTING POLES OR STRUCTURES IS WITHIN THE TOLERANCE OF THOSE POLES OR STRUCTURES.

D. CONCEALMENT. PERMITS FOR WIRELESS TELECOMMUNICATIONS FACILITIES SHALL INCORPORATE SPECIFIC CONCEALMENT ELEMENTS TO MINIMIZE VISUAL IMPACTS, AND DESIGN REQUIREMENTS ENSURING COMPLIANCE WITH ALL STANDARDS FOR NOISE EMISSIONS. UNLESS IT IS DETERMINED THAT ANOTHER DESIGN IS LESS INTRUSIVE, OR PLACEMENT IS REQUIRED UNDER APPLICABLE LAW:

- (1) ANTENNAS LOCATED AT THE TOP OF SUPPORT STRUCTURES SHALL BE INCORPORATED INTO THE STRUCTURE, OR PLACED WITHIN SHROUDS OF A SIZE SUCH THAT THE ANTENNA APPEARS TO BE PART OF THE SUPPORT STRUCTURE.
- (2) ANTENNAS PLACED ELSEWHERE ON A SUPPORT STRUCTURE SHALL BE INTEGRATED INTO THE STRUCTURE, OR BE DESIGNED AND PLACED TO MINIMIZE VISUAL IMPACT.
- (3) RADIO UNITS OR EQUIPMENT CABINETS HOLDING RADIO UNITS AND MOUNTED ON A UTILITY POLE SHALL BE PLACED AS HIGH AS POSSIBLE ON A SUPPORT STRUCTURE, LOCATED TO AVOID INTERFERING WITH, OR CREATING ANY HAZARD TO, ANY OTHER USE OF THE PUBLIC RIGHTS-OF-WAY, AND LOCATED ON ONE SIDE

OF THE UTILITY POLE. UNLESS THE RADIO UNITS OR EQUIPMENT CABINETS CAN BE CONCEALED BY APPROPRIATE TRAFFIC SIGNAGE, RADIO UNITS OR EQUIPMENT CABINETS MOUNTED BELOW THE COMMUNICATIONS SPACE ON UTILITY POLES SHALL BE DESIGNED SO THAT THE LARGEST DIMENSION IS VERTICAL, AND THE WIDTH IS SUCH THAT THE RADIO UNITS OR EQUIPMENT CABINETS ARE MINIMALLY VISIBLE FROM THE OPPOSITE SIDE OF THE SUPPORT STRUCTURE ON WHICH THEY ARE PLACED.

- (4) WIRING AND CABLING SHALL BE NEAT AND CONCEALED WITHIN OR FLUSH TO THE SUPPORT STRUCTURE, ENSURING CONCEALMENT OF THESE COMPONENTS TO THE GREATEST EXTENT POSSIBLE.
- (5) GROUND-MOUNTED EQUIPMENT ASSOCIATED WITH A WIRELESS TELECOMMUNICATIONS FACILITY SHALL BE PERMITTED ONLY WHERE CONSISTENT WITH THE PORTION OF THE CORRIDOR IN WHICH IT IS TO BE PLACED, AND MAY BE REQUIRED TO BE UNDERGROUND, LOCATED IN ALLEYS OR OTHERWISE SHIELDED. IN NO EVENT MAY GROUND-MOUNTED EQUIPMENT INTERFERE WITH PEDESTRIAN OR VEHICULAR TRAFFIC.
- (6) NO PERMIT SHALL BE ISSUED OR EFFECTIVE UNLESS IT IS SHOWN THAT THE WIRELESS TELECOMMUNICATIONS FACILITY WILL COMPLY WITH FEDERAL COMMUNICATION COMMISSION ("FCC") REGULATIONS GOVERNING RADIO FREQUENCY ("RF") EMISSIONS. EVERY WIRELESS FACILITY SHALL AT ALL TIMES COMPLY WITH APPLICABLE FCC REGULATIONS GOVERNING RF EMISSIONS, AND FAILURE TO COMPLY THEREWITH SHALL BE A TREATED AS A MATERIAL VIOLATION OF THE TERMS OF ANY PERMIT OR LEASE.
- (7) NO TOWERS SHALL BE PERMITTED IN THE PUBLIC RIGHTS-OF-WAY, AND NO WIRELESS TELECOMMUNICATIONS FACILITIES SHALL BE PERMITTED ABOVE-GROUND IN UNDERGROUND AREAS; PROVIDED THAT THE TOWN MAY PERMIT PLACEMENTS WHERE ALL ELEMENTS OF THE WIRELESS TELECOMMUNICATIONS FACILITY ARE CONCEALED AND THE FACILITY DOES NOT APPEAR TO A CASUAL OBSERVER TO BE A WIRELESS TELECOMMUNICATIONS FACILITY.
- (8) NO PERMIT SHALL ISSUE EXCEPT TO WIRELESS SERVICE PROVIDERS WITH IMMEDIATE PLANS FOR USE OF THE PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY; OR TO WIRELESS INFRASTRUCTURE PROVIDERS WITH CONTRACTS WITH WIRELESS

SERVICE PROVIDERS WHICH REQUIRE THE SERVICE PROVIDER IMMEDIATELY TO USE THE PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY.

(9) UNLESS APPROPRIATELY PLACED, AND CONCEALED, SO THAT THE SIZE OF THE FACILITY CANNOT BE INCREASED EXCEPT WITH THE DISCRETIONARY APPROVAL OF THE TOWN, NO WIRELESS TELECOMMUNICATIONS FACILITY IS PERMITTED IN RIGHTS-OF-WAY IN ALLEYS.

(10) NO WIRELESS TELECOMMUNICATIONS FACILITY IS PERMITTED IN ANY LOCAL HISTORIC DISTRICT WITHOUT THE APPROVAL OF THE PRINCE GEORGE'S COUNTY HISTORIC PRESERVATION COMMISSION.

**SECTION 71-4. APPLICATION SUBMISSION REQUIREMENTS AND FINAL INSPECTION.**

A. SUBMISSION. APPLICANT SHALL SUBMIT A PAPER COPY AND AN ELECTRONIC COPY OF ANY APPLICATION, AMENDMENTS OR SUPPLEMENTS TO AN APPLICATION, OR RESPONSES TO REQUESTS FOR INFORMATION REGARDING AN APPLICATION, TO THE TOWN MANAGER OR DESIGNEE.

B. CONTENT. AN APPLICATION MUST CONTAIN:

(1) THE NAME OF THE APPLICANT, ITS TELEPHONE NUMBER AND CONTACT INFORMATION, AND IF THE APPLICANT IS A WIRELESS INFRASTRUCTURE PROVIDER, THE NAME AND CONTACT INFORMATION FOR THE WIRELESS SERVICE PROVIDER THAT WILL BE USING THE WIRELESS TELECOMMUNICATIONS FACILITY;

(2) A COMPLETE DESCRIPTION OF THE PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY AND THE WORK THAT WILL BE REQUIRED TO INSTALL OR MODIFY IT, INCLUDING BUT NOT LIMITED TO DETAIL REGARDING PROPOSED EXCAVATIONS, IF ANY; DETAILED SITE PLANS SHOWING THE LOCATION OF THE WIRELESS TELECOMMUNICATIONS FACILITY; A PRE-CONSTRUCTION SURVEY; A PROPOSED SCHEDULE FOR COMPLETION, CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER; A CERTIFICATION BY A RADIO FREQUENCY ENGINEER THAT THE TELECOMMUNICATIONS FACILITY WILL COMPLY WITH THE RADIO FREQUENCY RADIATION EMISSION STANDARDS ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION; AND A DESCRIPTION OF THE DISTANCE TO THE NEAREST RESIDENTIAL



DWELLING UNIT AND ANY CONTRIBUTING HISTORICAL STRUCTURE WITHIN 500 FEET OF THE FACILITY. BEFORE AND AFTER 360 DEGREE PHOTO SIMULATIONS MUST BE PROVIDED. THE ELECTRONIC VERSION OF AN APPLICATION MUST BE IN A STANDARD FORMAT THAT CAN BE EASILY UPLOADED ON A WEB PAGE FOR REVIEW BY THE PUBLIC.

- (3) AN APPLICATION FOR MODIFICATION OF AN ELIGIBLE SUPPORT STRUCTURE MUST CONTAIN INFORMATION SUFFICIENT TO SHOW THAT THE APPLICATION QUALIFIES UNDER OF 47 C.F.R. SECTION 1.40001. THE APPLICATION MUST RELATE TO AN EXISTING WIRELESS TELECOMMUNICATIONS FACILITY THAT HAS BEEN APPROVED BY THE TOWN PURSUANT TO THIS ARTICLE. BEFORE AND AFTER 360 DEGREE PHOTO SIMULATIONS MUST BE PROVIDED WITH DETAILED SPECIFICATIONS DEMONSTRATING THAT THE MODIFICATION DOES NOT SUBSTANTIALLY CHANGE THE PHYSICAL DIMENSIONS OF THE EXISTING APPROVED STRUCTURE.
- (4) AN APPLICATION FOR A PERMIT SHALL BE SUBMITTED IN THE FORMAT AND MANNER SPECIFIED BY THE TOWN ADMINISTRATOR. APPLICATIONS MUST CONTAIN ALL INFORMATION REQUIRED BY THIS SECTION AND BY ANY WIRELESS REGULATIONS TO DEMONSTRATE THAT APPLICANT IS ENTITLED TO THE PERMIT REQUESTED.
- (5) APPLICANT MUST PROVIDE ANY INFORMATION UPON WHICH IT RELIES IN SUPPORT OF A CLAIM THAT DENIAL OF THE APPLICATION WOULD PROHIBIT OR EFFECTIVELY PROHIBIT THE PROVISION OF SERVICE IN VIOLATION OF FEDERAL LAW, OR OTHERWISE VIOLATE APPLICABLE LAW. APPLICANTS MAY NOT SUPPLEMENT THIS SHOWING IF DOING SO WOULD PREVENT TOWN FROM COMPLYING WITH ANY DEADLINE FOR ACTION ON AN APPLICATION.
- (6) PROOF THAT NOTICE HAS BEEN MAILED TO OWNERS OF ALL PROPERTY, AND THE RESIDENT MANAGER FOR ANY MULTI-FAMILY DWELLING UNIT THAT INCLUDES TEN (10) OR MORE UNITS, WITHIN 300 FEET OF THE PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY.
- (7) A COPY OF ANY POLE OR STRUCTURE ATTACHMENT AGREEMENT MUST BE PROVIDED, AS WELL AS SUFFICIENT INFORMATION TO DETERMINE THAT THE INSTALLATION CAN BE SUPPORTED BY AND DOES NOT EXCEED THE TOLERANCES OF THE POLE OR STRUCTURE

AND SPECIFICATIONS FOR EACH ELEMENT OF THE WIRELESS TELECOMMUNICATIONS FACILITY, CLEARLY DESCRIBING THE SITE AND ALL STRUCTURES AND FACILITIES AT THE SITE BEFORE AND AFTER INSTALLATION OR MODIFICATION; A STRUCTURAL REPORT PERFORMED BY A DULY LICENSED ENGINEER EVIDENCING THAT THE POLE, TOWER OR SUPPORT STRUCTURE CAN ADEQUATELY SUPPORT THE COLLOCATION (OR THAT THE POLE, TOWER, OR SUPPORT STRUCTURE WILL BE MODIFIED TO MEET STRUCTURAL REQUIREMENTS) IN ACCORDANCE WITH APPLICABLE CODES.

(8) PAYMENT OF ANY REQUIRED FEES.

(9) BEFORE A PERMIT IS ISSUED, A CONCURRENT AGREEMENT TO ANY REQUIRED FRANCHISE, ACCESS OR LICENSE AGREEMENT MUST BE PROVIDED.

C. FEES. APPLICANT MUST PROVIDE AN APPLICATION FEE, AND SHALL BE REQUIRED TO PAY ALL COSTS REASONABLY INCURRED BY THE TOWN IN REVIEWING THE APPLICATION, INCLUDING COSTS INCURRED IN RETAINING OUTSIDE CONSULTANTS. APPLICANT SHALL ALSO PAY AN ACCESS FEE. FEES SHALL BE REVIEWED PERIODICALLY, AND RAISED OR LOWERED BASED ON COSTS THE TOWN EXPECTS TO INCUR.

D. THE TOWN MAY ELECT TO PROVIDE PUBLIC NOTICE OF AN APPLICATION AND HOLD A PUBLIC HEARING PRIOR TO THE APPROVAL OF AN APPLICATION. IF THE TOWN ELECTS TO HOLD A PUBLIC HEARING ON AN APPLICATION, THE APPLICANT SHALL BE REPRESENTED AT THE PUBLIC HEARING AND BE AVAILABLE TO ANSWER INQUIRIES ABOUT THE APPLICATION.

E. AS PART OF THE PERMIT PROCESS, THE TOWN MAY REQUIRE A WIRELESS TELECOMMUNICATIONS FACILITY TO BE FULLY OPERATIONAL WITHIN A SPECIFIED PERIOD AFTER THE DATE THE LAST OR FINAL PERMIT IS ISSUED, UNLESS THE TOWN AND THE APPLICANT AGREE TO EXTEND THE PERIOD.

F. WAIVERS. REQUESTS FOR WAIVERS FROM ANY REQUIREMENT OF THIS CHAPTER SHALL BE MADE IN WRITING TO THE TOWN MANAGER OR DESIGNEE. THE TOWN MANAGER OR DESIGNEE MAY GRANT A REQUEST FOR WAIVER IF IT IS DEMONSTRATED THAT, NOTWITHSTANDING THE ISSUANCE OF A WAIVER, THE TOWN WILL BE PROVIDED ALL INFORMATION NECESSARY TO UNDERSTAND THE NATURE OF THE CONSTRUCTION OR OTHER ACTIVITY TO BE CONDUCTED PURSUANT TO THE PERMIT SOUGHT.

G. PROCESSING OF APPLICATIONS. FOR SMALL WIRELESS FACILITIES, PERSONAL WIRELESS FACILITIES, AS THOSE TERMS ARE DEFINED UNDER FEDERAL LAW, AND ELIGIBLE FACILITIES REQUESTS, AS THAT TERM IS DEFINED UNDER FEDERAL LAW, APPLICATIONS WILL BE PROCESSED IN CONFORMITY WITH STATE, LOCAL AND FEDERAL LAW, AS AMENDED. CURRENTLY, THE FCC HAS REQUIRED THAT SUCH APPLICATIONS BE PROCESSED WITHIN 60 DAYS OF RECEIPT OF A COMPLETED APPLICATION FOR FACILITIES THAT WILL BE COLLOCATED ON PREEXISTING STRUCTURES, AND 90 DAYS FOR NEW CONSTRUCTION.

H. REJECTION FOR INCOMPLETENESS. NOTICES OF INCOMPLETENESS SHALL BE PROVIDED IN CONFORMITY WITH STATE, AND LOCAL AND FEDERAL LAW. IF SUCH AN APPLICATION IS INCOMPLETE, IT MAY BE REJECTED BY A WRITTEN ORDER SPECIFYING THE MATERIAL OMITTED FROM THE APPLICATION, OR THE TOWN MAY NOTIFY THE APPLICANT OF THE MATERIAL OMITTED AND PROVIDE AN OPPORTUNITY TO SUBMIT THE MISSING MATERIAL. THE TIME IMPOSED BY FEDERAL, STATE OR LOCAL LAW FOR THE PROCESSING OF AN APPLICATION DOES NOT BEGIN TO RUN UNTIL AN APPLICATION IS COMPLETE.

I. FINAL INSPECTION. UPON COMPLETION OF THE APPROVED WORK, THE APPLICANT MUST FILE A STATEMENT OF THE PROFESSIONAL OPINION BY AN INDEPENDENT, QUALIFIED ENGINEER LICENSED IN THE STATE OF MARYLAND THAT INDICATES THAT THE INSTALLATION, BASED UPON THE ENGINEER'S ACTUAL INSPECTIONS, IN THE ENGINEER'S OPINION AND TO THE BEST OF THE ENGINEER'S KNOWLEDGE, MEETS THE REQUIREMENTS OF THE APPROVED PLAN DOCUMENTS, THIS ARTICLE AND OTHER APPLICABLE LAW. CERTIFICATIONS MUST BE SIGNED AND SEALED BY THE QUALIFIED ENGINEER MAKING THE STATEMENT. UPON RECEIPT OF THE STATEMENT, AND ANY REQUIRED TOWN INSPECTION, THE WORK MAY BE ACCEPTED AND A CERTIFICATE OF COMPLETION MAY BE ISSUED BY THE TOWN.

#### **SECTION 71-5. TERMINATION OF PERMIT/BREACH.**

A. FOR BREACH. A WIRELESS TELECOMMUNICATIONS PERMIT MAY BE REVOKED FOR FAILURE TO COMPLY WITH THE CONDITIONS OF THE PERMIT, FRANCHISE, LICENSE OR APPLICABLE LAW. UPON REVOCATION, THE WIRELESS TELECOMMUNICATIONS FACILITY MUST BE REMOVED WITHIN 30 DAYS OF WRITTEN NOTICE; PROVIDED THAT REMOVAL OF SUPPORT STRUCTURE OWNED BY TOWN, A UTILITY, OR ANOTHER ENTITY AUTHORIZED TO MAINTAIN A SUPPORT STRUCTURE IN THE

RIGHT-OF-WAY NEED NOT BE REMOVED, BUT MUST BE RESTORED TO ITS PRIOR CONDITION, EXCEPT AS SPECIFICALLY PERMITTED BY THE TOWN. ALL COSTS INCURRED BY THE TOWN IN CONNECTION WITH THE REVOCATION AND REMOVAL SHALL BE PAID BY ENTITIES WHO OWN OR CONTROL ANY PART OF THE WIRELESS TELECOMMUNICATIONS FACILITY.

B. FOR INSTALLATION WITHOUT A PERMIT. A WIRELESS TELECOMMUNICATIONS FACILITY INSTALLED WITHOUT A WIRELESS PERMIT (EXCEPT FOR THOSE EXEMPTED BY THIS ARTICLE) MUST BE REMOVED WITHIN 30 DAYS OF WRITTEN NOTICE; PROVIDED THAT REMOVAL OF A SUPPORT STRUCTURE OWNED BY THE TOWN, A UTILITY, OR ANOTHER ENTITY AUTHORIZED TO MAINTAIN A SUPPORT STRUCTURE IN THE RIGHT-OF-WAY NEED NOT BE REMOVED, BUT MUST BE RESTORED TO ITS PRIOR CONDITION, EXCEPT AS SPECIFICALLY PERMITTED BY THE TOWN. ALL COSTS INCURRED BY THE TOWN IN CONNECTION WITH THE REVOCATION AND REMOVAL SHALL BE PAID BY ENTITIES WHO OWN OR CONTROL ANY PART OF THE WIRELESS TELECOMMUNICATIONS FACILITY.

C. TERM. A WIRELESS PERMIT, OTHER THAN A PERMIT ISSUED PURSUANT TO AN ELIGIBLE FACILITIES REQUEST, SHALL BE VALID FOR A PERIOD OF FIVE (5) YEARS. AN ELIGIBLE FACILITIES PERMIT SHALL EXPIRE AT THE SAME TIME THE PERMIT FOR THE UNDERLYING EXISTING WIRELESS TELECOMMUNICATIONS FACILITY EXPIRES. A PERSON HOLDING A WIRELESS TELECOMMUNICATIONS PERMIT MUST EITHER REMOVE THE WIRELESS TELECOMMUNICATIONS FACILITY UPON EXPIRATION (PROVIDED THAT REMOVAL OF A SUPPORT STRUCTURE OWNED BY THE TOWN, A UTILITY, OR ANOTHER ENTITY AUTHORIZED TO MAINTAIN A SUPPORT STRUCTURE IN THE RIGHT-OF-WAY NEED NOT BE REMOVED, BUT MUST BE RESTORED TO ITS PRIOR CONDITION, EXCEPT AS SPECIFICALLY PERMITTED BY THE TOWN); OR, AT LEAST 90 DAYS PRIOR TO EXPIRATION, MUST SUBMIT AN APPLICATION TO RENEW THE PERMIT, WHICH APPLICATION MUST DEMONSTRATE THAT THE IMPACT OF THE WIRELESS TELECOMMUNICATIONS FACILITY CANNOT BE REDUCED. THE WIRELESS TELECOMMUNICATIONS FACILITY MUST REMAIN IN PLACE UNTIL IT IS ACTED UPON BY THE TOWN, AND ANY APPEALS FROM THE TOWN'S DECISION ARE EXHAUSTED.

#### **SECTION 71-6. INFRASTRUCTURE OWNED OR CONTROLLED BY THE TOWN.**

THE TOWN MAY NEGOTIATE AGREEMENTS FOR USE OF TOWN OWNED OR CONTROLLED LIGHT STANDARDS AND TRAFFIC SIGNALS IN THE PUBLIC RIGHTS-OF-WAY FOR PLACEMENT OF WIRELESS

TELECOMMUNICATIONS FACILITIES ON THOSE STRUCTURES. THE AGREEMENT SHALL SPECIFY THE COMPENSATION TO THE TOWN FOR USE OF THE STRUCTURES. THE PERSON SEEKING THE AGREEMENT SHALL ADDITIONALLY REIMBURSE THE TOWN FOR ALL COSTS THE TOWN INCURS IN CONNECTION WITH ITS REVIEW OF, AND ACTION UPON, THE PERSON'S REQUEST FOR AN AGREEMENT.

#### **SECTION 71-7. INSURANCE.**

A. THE TOWN SHALL REQUIRE A WIRELESS INFRASTRUCTURE PROVIDER TO INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS AND EMPLOYEES AGAINST ANY LOSS, DAMAGE, OR LIABILITY TO THE EXTENT THAT IT IS CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE WIRELESS INFRASTRUCTURE PROVIDER WHO OWNS OR OPERATES SMALL WIRELESS FACILITIES OR POLES IN THE RIGHT-OF-WAY, ITS AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, OR REPRESENTATIVES.

B. DURING THE PERIOD IN WHICH THE FACILITIES OF A WIRELESS INFRASTRUCTURE PROVIDER ARE LOCATED ON OR ATTACHED TO THE TOWN'S ASSETS OR RIGHTS-OF-WAY, THE TOWN MAY REQUIRE A WIRELESS INFRASTRUCTURE PROVIDER TO:

(1) CARRY, AT THE WIRELESS INFRASTRUCTURE PROVIDER'S SOLE COST AND EXPENSE, THE FOLLOWING TYPES OF THIRD-PARTY INSURANCE:

- I. PROPERTY INSURANCE FOR ITS PROPERTY'S REPLACEMENT COST AGAINST ALL RISKS;
- II. WORKERS' COMPENSATION INSURANCE, AS REQUIRED BY LAW; AND
- III. COMMERCIAL GENERAL LIABILITY INSURANCE WITH RESPECT TO ITS ACTIVITIES ON TOWN IMPROVEMENTS OR RIGHTS-OF-WAY TO AFFORD PROTECTION WITH LIMITS NOT INCONSISTENT WITH ITS REQUIREMENTS OF OTHER USERS OF TOWN IMPROVEMENTS OR RIGHTS-OF-WAY, INCLUDING COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE; AND

(2) INCLUDE THE TOWN AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY AND PROVIDE CERTIFICATION AND DOCUMENTATION OF INCLUSION OF THE TOWN IN A COMMERCIAL GENERAL LIABILITY POLICY AS REASONABLY

REQUIRED BY THE TOWN.

**SECTION 71-8. MAKE-READY WORK.**

A. THE TOWN MAY PROVIDE A WIRELESS INFRASTRUCTURE PROVIDER THE OPTION OF EITHER HAVING THE WIRELESS INFRASTRUCTURE PROVIDER PERFORM ANY NECESSARY MAKE-READY WORK THROUGH THE USE OF QUALIFIED CONTRACTORS AUTHORIZED BY THE TOWN, OR HAVING THE TOWN PERFORM ANY NECESSARY MAKE-READY WORK AT THE SOLE COST OF THE WIRELESS INFRASTRUCTURE PROVIDER.

B. UPON COMPLETION OF THE MAKE-READY WORK PERFORMED BY THE TOWN AT THE REQUEST OF A WIRELESS INFRASTRUCTURE PROVIDER, THE WIRELESS INFRASTRUCTURE PROVIDER SHALL REIMBURSE THE TOWN FOR THE TOWN'S ACTUAL AND DOCUMENTED COST OF THE MAKE-READY WORK.

**SECTION 71-9. RIGHT-OF -WAY REPAIR.**

A WIRELESS INFRASTRUCTURE PROVIDER SHALL BE REQUIRED TO PROMPTLY:

- (1) REPAIR ANY DAMAGE TO THE PUBLIC RIGHT-OF-WAY OR ANY DAMAGES TO FACILITIES IN THE RIGHT-OF-WAY DIRECTLY CAUSED BY THE ACTIVITIES OF THE WIRELESS INFRASTRUCTURE PROVIDER AND RETURN THE RIGHT-OF-WAY TO THE RIGHT-OF-WAY'S CONDITION PRIOR TO THE DAMAGES CAUSED BY THE WIRELESS INFRASTRUCTURE PROVIDER.
- (2) REMOVE AND RELOCATE THE PERMITTED SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE AT THE WIRELESS INFRASTRUCTURE PROVIDER'S SOLE EXPENSE TO ACCOMMODATE CONSTRUCTION OF A PUBLIC IMPROVEMENT PROJECT BY THE TOWN. IF THE WIRELESS INFRASTRUCTURE PROVIDER FAILS TO REMOVE OR RELOCATE THE SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE OR PORTION THEREOF AS REQUESTED BY THE TOWN WITHIN 120 DAYS OF THE TOWN'S NOTICE, THEN THE TOWN SHALL BE ENTITLED TO REMOVE THE SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE, OR PORTION THEREOF, AT THE WIRELESS INFRASTRUCTURE PROVIDER'S SOLE COST AND EXPENSE, WITHOUT FURTHER NOTICE TO THE WIRELESS INFRASTRUCTURE PROVIDER. THE WIRELESS INFRASTRUCTURE PROVIDER SHALL, WITHIN 30 DAYS FOLLOWING ISSUANCE OF INVOICE FOR THE SAME, REIMBURSE THE TOWN FOR ITS REASONABLE EXPENSES INCURRED IN THE REMOVAL

(INCLUDING, WITHOUT LIMITATION, OVERHEAD AND STORAGE EXPENSES) OF THE SMALL WIRELESS FACILITIES AND/OR WIRELESS SUPPORT STRUCTURE, OR PORTION THEREOF.

(3) AT ITS SOLE COST AND EXPENSE, PROMPTLY DISCONNECT, REMOVE, OR RELOCATE THE APPLICABLE SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE WITHIN THE TIME FRAME AND IN THE MANNER REQUIRED BY THE TOWN IF THE TOWN REASONABLY DETERMINES THAT THE DISCONNECTION, REMOVAL, OR RELOCATION OF ANY PART OF A SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE:

I. IS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, WELFARE, OR TOWN PROPERTY, OR

II. THE WIRELESS INFRASTRUCTURE PROVIDER FAILS TO OBTAIN ALL APPLICABLE LICENSES, PERMITS, AND CERTIFICATIONS REQUIRED BY LAW FOR ITS SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE. IF THE TOWN REASONABLY DETERMINES THAT THERE IS IMMINENT DANGER TO THE PUBLIC, THEN THE TOWN MAY IMMEDIATELY DISCONNECT, REMOVE, OR RELOCATE THE APPLICABLE SMALL WIRELESS FACILITY AND/OR WIRELESS SUPPORT STRUCTURE AT THE WIRELESS INFRASTRUCTURE PROVIDER'S SOLE COST AND EXPENSE.

#### **SECTION 71-10. FACILITIES NO LONGER NEEDED.**

A. A WIRELESS INFRASTRUCTURE PROVIDER SHALL PROMPTLY NOTIFY THE TOWN OF A DECISION TO REMOVE FROM SERVICE A WIRELESS TELECOMMUNICATIONS FACILITY LOCATED ON A PUBLIC RIGHT-OF-WAY.

B. A WIRELESS INFRASTRUCTURE PROVIDER SHALL REMOVE A WIRELESS TELECOMMUNICATIONS FACILITY THAT IS NO LONGER NEEDED FOR SERVICE AND LOCATED ON A PUBLIC RIGHT-OF-WAY AT THE SOLE COST AND EXPENSE OF THE WIRELESS INFRASTRUCTURE PROVIDER.

C. IF THE TOWN CONCLUDES THAT A WIRELESS TELECOMMUNICATIONS FACILITY HAS BEEN ABANDONED IN PLACE, THE TOWN MAY REMOVE THE FACILITY AND INVOICE THE WIRELESS INFRASTRUCTURE PROVIDER FOR THE ACTUAL AND DOCUMENTED COST INCURRED BY THE TOWN FOR REMOVAL.

D. UNTIL A WIRELESS TELECOMMUNICATIONS FACILITY THAT IS



LOCATED ON PUBLIC RIGHT-OF-WAY IS REMOVED FROM THE PUBLIC RIGHT-OF-WAY, A WIRELESS INFRASTRUCTURE PROVIDER SHALL PAY ALL FEES AND CHARGES DUE THE TOWN, REGARDLESS OF WHETHER THE FACILITY IS OPERATIONAL.

**SECTION 71-11. SURETY BONDS.**

A. THE TOWN MAY REQUIRE A SURETY BOND FOR WIRELESS INFRASTRUCTURE PROVIDERS.

B. THE PURPOSE OF A SURETY BOND REQUIRED UNDER SUBSECTION A. OF THIS SECTION SHALL BE TO:

- (1) PROVIDE FOR THE REMOVAL OF ABANDONED OR IMPROPERLY MAINTAINED SMALL WIRELESS FACILITIES, INCLUDING THOSE THAT THE TOWN REQUIRES TO BE REMOVED TO PROTECT PUBLIC HEALTH, SAFETY, OR WELFARE, AND RESTORE THE RIGHTS-OF-WAY; AND
- (2) RECOUP RATES OR FEES THAT HAVE NOT BEEN PAID BY A WIRELESS INFRASTRUCTURE PROVIDER, SUBJECT TO THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE WIRELESS INFRASTRUCTURE PROVIDER AND THE OPPORTUNITY TO PAY THE RATES OR FEES OUTSTANDING.

**SECTION 71-12. FEES.**

THE FOLLOWING ENUMERATIONS ARE THE CURRENT FEES AND CHARGES PAYABLE UNDER THIS CHAPTER.

- (1) APPLICATION FEE: WIRELESS TELECOMMUNICATIONS FACILITIES AND RELATED OVERHEAD AND UNDERGROUND WIRING, CABLE, HOSES, PIPES AND SIMILAR FACILITIES:

I.	UP TO FIVE FACILITIES	\$500.00
II.	EACH ADDITIONAL FACILITY	\$100.00
III.	EACH NEW POLE	\$1,000.00
IV.	ACTUAL COST TO REVIEW APPLICATIONS, IF IN EXCESS OF SET FEES	

- (2) ACCESS FEE: \$270 PER SMALL WIRELESS FACILITY PER YEAR

**SECTION 71-13. VIOLATIONS.**

A VIOLATION OF ANY PROVISION OF THIS CHAPTER SHALL CONSTITUTE A MUNICIPAL INFRACTION AND IS SUBJECT TO A FINE OF \$100.00. EACH DAY THAT A VIOLATION CONTINUES IS A SEPARATE OFFENSE.

**SECTION 2. AND BE IT FURTHER ENACTED THAT** If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the Town that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

**SECTION 3. AND BE IT FURTHER ENACTED** that this Ordinance shall take effect twenty calendar days after passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

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Jessica E. Barnes, Town Clerk

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Alan K. Thompson, Mayor

EXPLANATION:

CAPITALS indicate matter added to existing law.

## **AMENDMENTS TO ORDINANCE 2019-OR-03**

**By: Mayor Alan Thompson**

### Amendment No. 1

On page 4 of the proposed Ordinance, immediately following “BY” in the first line of Section 71-1.D. insert “FEDERAL OR”.

### Amendment No. 2

On page 4 of the proposed Ordinance, immediately following “(RF)” in the first line of Section 71-2.C. insert “RADIATION”.

### Amendment No. 3

On page 9 of the proposed Ordinance, immediately following “STRUCTURES” in the third line of Section 71-3.C.(5) insert “TO SUPPORT THE FACILITIES”.

### Amendment No. 4.

On page 11 of the proposed Ordinance, immediately following “COMMISSION” in the FOURTH line of Section 71-3.C.(10) insert “AND THE TOWN’S M-UTC COMMITTEE”.

### Amendment No. 5.

On page 12 of the proposed Ordinance, immediately following “PUBLIC” in the last line of Section 71-4.B.(2) insert “WITHOUT REQUIRING SPECIALIZED SOFTWARE”.

### Amendment No. 6.

On page 12 of the proposed Ordinance, in the second line of Section 71-4.B.(4) strike “ADMINISTRATOR” and substitute “MANAGER”.

### Amendment No. 7.

On page 13 of the proposed Ordinance, at the end of Section 71-4.D. insert a new sentence to read as follows: “THE TOWN MAY DENY THE APPLICATION IF THE APPLICANT DOES NOT APPEAR AT THE PUBLIC HEARING AFDTER HAVING BEEN NOTIFIED.”

### Amendment No. 8.

On page 17 of the proposed Ordinance, in the second line of Section 71-9.(3)I. strike “TOWN”.



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: March 28, 2019

RE: Request for Letter of Support for Food Truck Hub in Discovery District

---

### **Action Requested:**

Staff seeks authorization to send a letter of support to the Prince George's County Department of Permitting, Inspections, and Enforcement for a Food Truck Hub in the Discovery District.

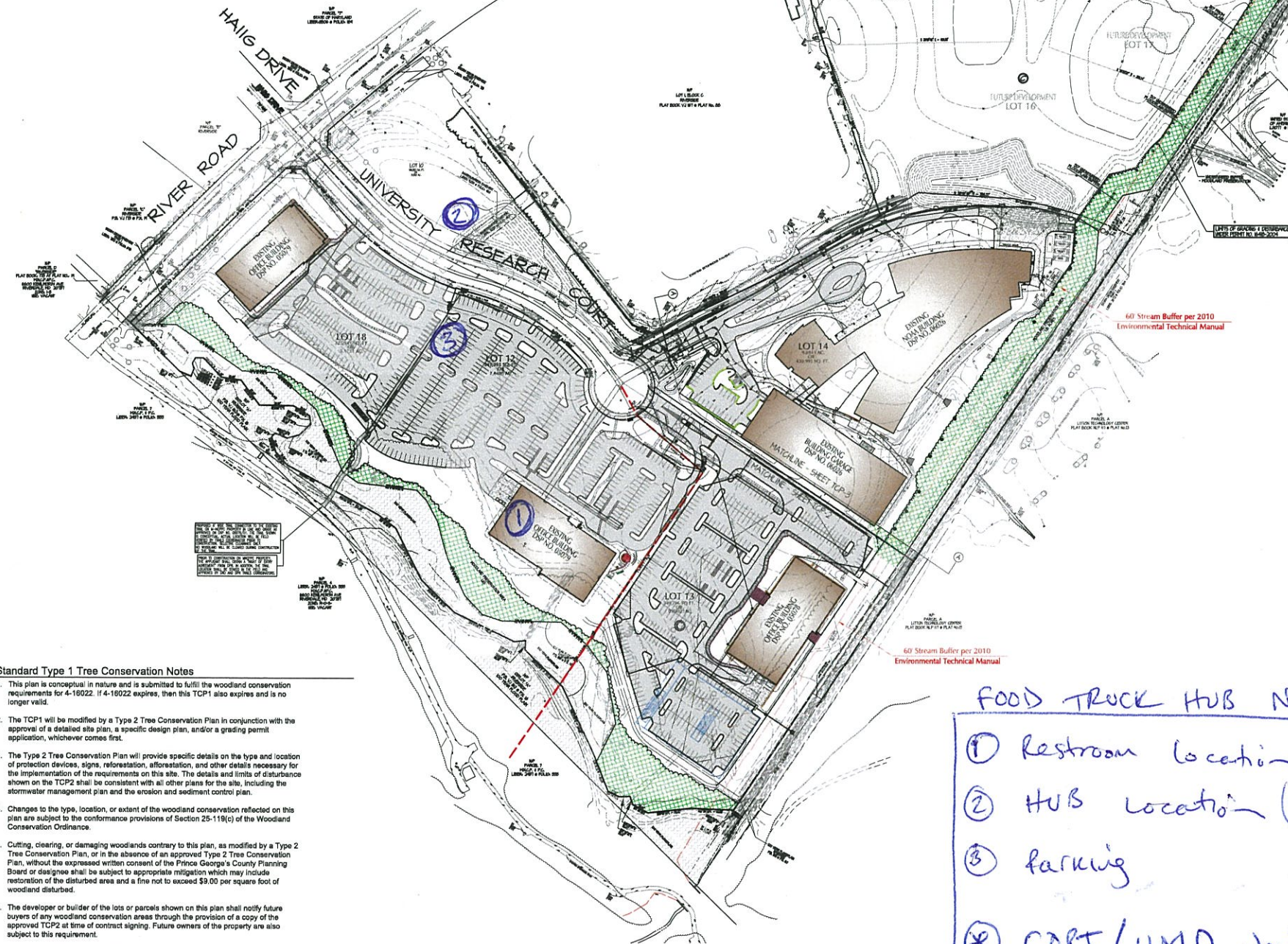
### **Background:**

Staff was contacted by Corporate Office Properties Trust (COPT) regarding a letter of support for the Food Truck Hub located in the Discovery District.

COPT is in the process of applying for a new 60-day Food Truck Hub License from Prince George's County. The Department of Permitting, Inspections, and Enforcement (DPIE) has requested an updated letter from the Town of Riverdale Park. On January 9, 2018, the Mayor and Council voted to send a letter of support for a Food Truck Hub located in the Discovery District and operated by COPT. COPT staff has reported that the location of the food trucks and the participating food trucks will remain the same as in previous years.

Staff seeks direction regarding whether the Town is supportive of a Food Truck Hub located in the Discovery District (during calendar year 2019).





#### Standard Type 1 Tree Conservation Notes

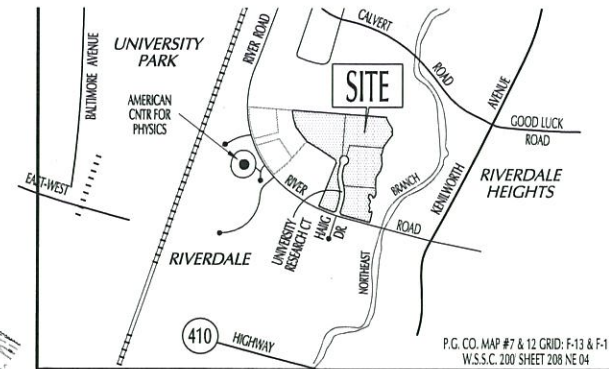
1. This plan is conceptual in nature and is submitted to fulfill the woodland conservation requirements for 4-16022. If 4-16022 expires, then this TCP1 also expires and is no longer valid.
2. The TCP1 will be modified by a Type 2 Tree Conservation Plan in conjunction with the approval of a detailed site plan, a specific design plan, and/or a grading permit application, whichever comes first.
3. The Type 2 Tree Conservation Plan will provide specific details on the type and location of protection devices, signs, reforestation, afforestation, and other details necessary for the implementation of the requirements on this site. The details and limits of disturbance shown on the TCP2 shall be consistent with all other plans for the site, including the stormwater management plan and the erosion and sediment control plan.
4. Changes to the type, location, or extent of the woodland conservation reflected on this plan are subject to the conformance provisions of Section 25-119(c) of the Woodland Conservation Ordinance.
5. Cutting, clearing, or damaging woodlands contrary to this plan, as modified by a Type 2 Tree Conservation Plan, or in the absence of an approved Type 2 Tree Conservation Plan, without the expressed written consent of the Prince George's County Planning Board or designee shall be subject to appropriate mitigation which may include restoration of the disturbed area and a fine not to exceed \$3.00 per square foot of woodland disturbed.
6. The developer or builder of the lots or parcels shown on this plan shall notify future buyers of any woodland conservation areas through the provision of a copy of the approved TCP2 at time of contract signing. Future owners of the property are also subject to this requirement.
7. The property is within the Developed Tier and is zoned M-U-1 with TDDP of College Park/Riverdale Overlay Zone.
8. The property is adjacent to River Road & University Research Court none of which is a designated historic roadway.
9. The site is not adjacent to a roadway classified as arterial or greater.
10. This plan is not grandfathered by CB-27-2010, Section 25-119(g). The following additional Notes shall be provided on the Type 1 TCPs when appropriate:
  - 11. Plans for stormwater management are contained in Conceptual Stormwater Management Plan Approval Numbers: Lot 10, #18805-2006; Lot 12, #18806-2006; Lot 13, #18807-2006; Lot 14, #11324-2004; and Lot 16, #18800-2006. The proposed stormwater management facilities shown on this TCP1 are in conformance with the concept plan approval. The TCP2 shall show the final design for storm water management in conformance with the approved Final Stormwater Management Plan.

#### OVERALL PROPERTY MAP

SCALE: 1"=100'

#### FOOD TRUCK HUB NOTES:

- ① Restroom location
- ② HUB location (see attached plan)
- ③ parking
- \* COPT/UMD Joint Venture is property owner. SDAT = State of MD (UMD)



#### WOODLAND CONSERVATION WORKSHEET

Zone: 1-3		OWNER: M SQUARE ASSOCIATES, LLC	
Gross Tract: 51.44 Acres		C/O	
Floodplain: 5.67 Acres		MANEKIN CORPORATION	
Previously Dedicated Land:		ATTN: ALTON FRYER	
1.63 Acres (Haig Court)		7601 COLUMBIA GATEWAY DRIVE	
Outlet 'A': 2.41 Acres (Floodplain)		COLUMBIA, MARYLAND 21046	
Net Tract (NTA): 44.14 Acres		PHONE: 410-290-1400	
		Tax Map: 42; GRID: E-2	
		Permit #: TO FOLLOW	
Subdivision/Block/Lot: RIVERSIDE - 'M' SQUARE UNIVERSITY OF MARYLAND RESEARCH PARK			
LOTS: 10 THROUGH 17 and OUTLET 'A', BLOCK 'C'			
Break-even Point (preservation) = 13.01 Acres			
Clearing permitted w/o reforestation = 25.58 Acres			
Woodland Conservation Calculations:			
	Net Tract (acres)	Floodplain (acres)	Off-Site Impacts (acres)
Existing Woodland	38.59	k. 5.67	
WCT = (NTA) x 15.00%	6.62		
Smaller of a or b	6.62		
Woodland above WCT (a-b)	31.97		
Woodland cleared	35.05	l. 0.01	0.00
Smaller of d or e	31.97		
Clearing Above (0.25:1) replacement requirement	7.99		
Clearing Below WCT (2:1 replacement requirement)	2.78		
Afforestation (AFT) 15.00%	0.00		
Woodland Conservation Req. 17.70			
Woodland Conservation Provided: (acres)			
Woodland Preservation	3.54		
Woodland Reforestation	0.00		
Fee in Lieu	14.16		* \$61,680.96 (\$0.10/sf)
Woodland Conservation Provided	17.70		
Area of Woodland not cleared: 3.54 Ac.			
Additional woodland retained not part of any requirements: 0.00 Ac.			
* NOTE: PREVIOUSLY PAID FEE IN LIEU WAS \$53,404.56.			
AMOUNT REQUIRED WITH THIS REVISION= \$8,276.40			

General Information Table		
Layer Category	Layer Name	Value
Zone	Zoning (Zone)	M-U-1
Zone	Aviation Policy Area (APA)	6
Administrative	Tax Grid (TMG)	42 F-2
Administrative	WSSC Grid (Sheet 20)	208NE05
Administrative	Policy Analysis Zone (PAZ)	243
Administrative	Planning Area (Plan Area)	66
Administrative	Election District (ED)	19
Administrative	Councilmanic District (CD)	3
Administrative	General Plan 2002 Tier (Tier)	Developed
Administrative	Traffic Analysis Zone (COG) (TAZ-COG)	243C
Administrative	PG Traffic Analysis Zone (TAZ-PG)	N/A

Prince George's County Planning Department, M-NCPPC Environmental Planning Section TREE CONSERVATION PLAN APPROVAL TCP1-001-10			
Approved by	Date	DRD#	Reason for Revision
00		4-016022	
01			
02			
03			
04			
05			
06			

#### TYPE I - TREE CONSERVATION PLAN for PRELIMINARY PLAN NO. 4-16022

LOTS 10 and 12 Thru 18 ~ BLOCK C  
PLAT BOOK: REP 213 @ PLAT: 69

'RIVERSIDE'

RIVERDALE ELECTION DISTRICT NUMBER 19  
BERWYN ELECTION DISTRICT NUMBER 21  
PRINCE GEORGE'S COUNTY, MARYLAND

Prepared For:  
State of Maryland  
University of Maryland  
2101 Main Administration, Room 1123  
College Park, Md 20742-6021  
Attn: Ed Maginnis  
Phone: 301-405-5644



REVISIONS:



DESIGN: WJ DATE: FEBRUARY 2017 JOB NO.: 004015-COPI  
DRAWN: JHL COMP: NONE SCALE: NONE SCD NO.: 1407  
CHECK: [ ] SURVEY: [ ] SHEET: 1 OF 1 SDCP NO.: AS NOTED

TYPE 1  
TCP





Discovery District Pop Up // Riverdale, MD

Parking Pad Layout Plan

GROUND SWELL

**Discovery District (formerly Research Park) Food Truck HUB Vendor List**

<b>Truck Name</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>	<b>Website</b>
Jammin Flava	Sheena Allen	240-360-9084	<a href="mailto:greatfood@jamminflava.com">greatfood@jamminflava.com</a>	
Capital Chicken & Waffles	Sharisse Lane	202-744-0434		
Fat Pete's BBQ	Jeff Holibaugh	301-518-2083	<a href="mailto:holibaugh@hotmail.com">holibaugh@hotmail.com</a>	<a href="http://fatpetesbbq.com">fatpetesbbq.com</a>
Mojaita Latin Flavor	Jonathan Nunez	240-694-8437		
El Mojado	Ronaldo Gutierrez	301-613-2407	<a href="mailto:ronaldogutierrez78@yahoo.com">ronaldogutierrez78@yahoo.com</a>	301-357-4733
Danibelle's Liteandsweet	Danibelle		<a href="mailto:danibel61@yahoo.com">danibel61@yahoo.com</a>	
Honey's Empanadas	Jose & Maria Morales	202-798-3672		
Swizzler	John Zimmerman	202-930-1499		





# Town of Riverdale Park, Maryland

## Town Administration

January 16, 2018

Prince George's County  
Department of Permitting, Inspections and Enforcement  
Permitting & Licensing Division  
Business Licensing Center  
9400 Peppercorn Place, 1st Floor  
Largo, Maryland 20774

To Whom It May Concern:

On January 9, 2018 the Town of Riverdale Park Mayor and Council voted unanimously to support Corporate Office Properties Trust's application for a food truck HUB located in the Discovery District during calendar year 2018.

If you need any additional information, please contact Jessica Barnes, Town Clerk, at [jbarnes@RiverdaleParkMD.gov](mailto:jbarnes@RiverdaleParkMD.gov).

Sincerely,

John N. Lestitian  
Town Manager



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: March 29, 2019

RE: Appointment of Election Judges and Members of the Board of Election Appeals

---

**Action Requested:** Council action is needed to appoint the remaining election judges and members of the Board of Election Appeals for the May 6, 2019 Town election.

**Background:** On February 4<sup>th</sup> the Mayor and Council adopted Resolution 2019-R-02 regarding appointment and compensation of Election Judges and Resolution 2019-R-03 regarding appointments to Board of Election Appeals with the understanding that the names of the remaining election judges and members of the Board of Election Appeals would be added. Council action is needed to add the names of the remaining election judges and members of the Board of Election Appeals.

The following code sections are provided as reference material:

§ 29-3. Election officials.

(b) The chief judge and the deputy chief judge shall be appointed from the town at large by the Mayor, and the other judges shall be appointed by the Council members from their respective wards. Four (4) alternates for the judges other than the chief judge and the deputy chief judge, or as many as is deemed necessary, shall also be appointed by the Council members. Appointments shall be confirmed by the Council at a February legislative meeting next preceding the town election in May. In the event no judge or alternate is available from a ward, a judge or alternate may be appointed from the town at large. A judge or alternate must be a qualified voter and be able to read and write the English language.

§ 29-6. Compensation of election officials.

The compensation of judges of election shall be established by the Mayor and Council at the February meeting at which the judges are appointed.

§ 29-22. Board of Election Appeals.

A Board of Election Appeals shall be appointed at the same time as appointment of the judges of election. The Board shall consist of seven (7) members, one (1) each appointed by the Mayor and each Council member. The duties of the Board shall be to receive petitions and render decisions as described in the preceding section.

*Attachments:*

*Adopted Resolutions*

*Replacement Resolution 2019-R-02*

COUNCIL OF THE TOWN OF RIVERDALE PARK, MARYLAND  
Resolution 2019-R-02

Introduced by: CM Marsha Dixon

Date Introduced: February 4, 2019

Date Adopted: February 4, 2019

Date Effective: February 4, 2019

---

FOR THE PURPOSE of confirming appointments, and establishing compensation, for Judges for Town election to be held on May 6, 2019.

WHEREAS, Article V of the Town of Riverdale Park Charter governs all Town elections; and

WHEREAS, Section 502 of that Article requires that the Mayor and Council appoint judges and clerks of election; and

WHEREAS, Section 29-3 of the Riverdale Park Town Code provides that the chief judge and deputy chief judge shall be appointed by the Mayor from the Town at-large, and that each Councilmember shall appoint one judge from their respective wards, and that all appointments are subject to confirmation by the Council; and

WHEREAS, the Mayor and Councilmembers have made the appointments as required by Section 29-3 and submitted the appointments to the Council for confirmation; and

WHEREAS, Section 29-6 of the Town Code requires the Mayor and Council to establish compensation of the judges of election at the meeting when the judges are appointed; now, therefore,

SECTION 1. BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that the Council confirms the appointments of the following individuals to serve as judges for the Town election on May 6, 2019:

Chief Election Judge: Geraldine Gee

Deputy Election Judge: Joseph Mooney

Election Judge Ward 1:

Election Judge Ward 2:

Election Judge Ward 3: Karyn Howard

Election Judge Ward 4:

Election Judge Ward 5:

Election Judge Ward 6:

SECTION 2. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that, the judges shall be paid the following rates:

Chief Judge: \$300 for Election Day, \$50 for training and \$12.00 per hour for election preparation.

Deputy Judge: \$200 for Election Day, \$50 for training and \$12.00 per hour for election preparation.

Ward Judges: \$200 for Election Day and \$50 for training.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that this Resolution shall become effective immediately upon its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

---

Jessica Barnes, Town Clerk

---

Alan K. Thompson, Mayor

COUNCIL OF THE TOWN OF RIVERDALE PARK, MARYLAND  
Resolution 2019-R-03

Introduced by: CM Marsha Dixon

Date Introduced: February 4, 2019

Date Adopted: February 4, 2019

Date Effective: February 4, 2019

---

FOR THE PURPOSE of appointing members of the Board of Election Appeals for the Town election on May 6, 2019.

WHEREAS, Article V of the Town of Riverdale Park Charter governs all Town elections; and

WHEREAS, Section 502 of that Article requires that the Mayor and Council appoint judges and clerks of election; and

WHEREAS, Chapter 29-22 of the Town Code requires the Mayor and Council to appoint seven (7) members, one (1) each appointed by the Mayor and each Council Member, to the Board of Election Appeals;

THEREFORE, be it resolved that:

Mayor and Council appoint the following members of the Board of Election Appeals for the Town election on May 6, 2019:

Mayor:

Ward 1:

Ward 2:

Ward 3:

Ward 4:

Ward 5:

Ward 6:

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

---

Jessica Barnes, Town Clerk

---

Alan K. Thompson, Mayor

COUNCIL OF THE TOWN OF RIVERDALE PARK, MARYLAND  
Resolution 2019-R-02

Introduced by:

Date Introduced:

Date Adopted:

Date Effective:

---

FOR THE PURPOSE of confirming appointments, and establishing compensation, for Judges for Town election to be held on May 6, 2019.

WHEREAS, Article V of the Town of Riverdale Park Charter governs all Town elections; and

WHEREAS, Section 502 of that Article requires that the Mayor and Council appoint judges and clerks of election; and

WHEREAS, Section 29-3 of the Riverdale Park Town Code provides that the chief judge and deputy chief judge shall be appointed by the Mayor from the Town at-large, and that each Councilmember shall appoint one judge from their respective wards, and that all appointments are subject to confirmation by the Council; and

WHEREAS, the Mayor and Councilmembers have made the appointments as required by Section 29-3 and submitted the appointments to the Council for confirmation; and

WHEREAS, Section 29-6 of the Town Code requires the Mayor and Council to establish compensation of the judges of election at the meeting when the judges are appointed; now, therefore,

SECTION 1. BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that the Council confirms the appointments of the following individuals to serve as judges for the Town election on May 6, 2019:

Chief Election Judge: Geraldine Gee

Deputy Election Judge: Joseph Mooney

Election Judge Ward 1: Heather Cronk

Election Judge Ward 2: Grace Russell

Election Judge Ward 3: Karyn Howard

Election Judge Ward 4: Zo Renthelei

Election Judge Ward 5: Brenda Mathews

Election Judge Ward 6: Sarah Zolad



SECTION 2. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that, the judges shall be paid the following rates:

Chief Judge: \$300 for Election Day, \$50 for training and \$12.00 per hour for election preparation.

Deputy Judge: \$200 for Election Day, \$50 for training and \$12.00 per hour for election preparation.

Ward Judges: \$200 for Election Day and \$50 for training.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK that this Resolution shall become effective immediately upon its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

---

Jessica Barnes, Town Clerk

---

Alan K. Thompson, Mayor