



## **Town of Riverdale Park**

**June 17, 2019**

**8:00 p.m.**

**Work Session**

**AGENDA**

**Call to Order**

**Approval of Agenda**

**Mayor's Report**

**Presentation**

- Bates Trucking Company, Inc.

**Public Comments**

**Town Manager's Report**

**Council Committee & Ward Reports**

**Work Session Discussion Items**

1. Variance request for 4606 Queensbury Road for variances of 5 feet front yard depth and 9.9 percent net lot area (Ward 1)
2. Proposed Amendments to DSP-13009-15 (Riverdale Park Station)
3. Charter Amendment: Article VI Finance, Section 623 Competitive Bidding
4. Establishing a consistent speed limit on Town and County roadways within school zones
5. Town acquisition of bicycle racks for Riverdale Elementary School
6. Minutes

**New Business**

**Unfinished Business**

**Adjournment**

## **Special Legislative Meeting**

**AGENDA**

**Call to Order**

**Approval of Agenda**

**Legislative Action Items**

1. Motion to approve residential trash, yard waste, and bulk item collection agreement with Bates Trucking Company, Inc.
2. Motion to authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals regarding variance request for 4606 Queensbury Road for variances of 5 feet front yard depth and 9.9 percent net lot area (Ward 1)
3. Motion to suspend the requirements of § 623: Competitive Bids of the Town Charter based on a finding of exigent circumstances for Longfellow Street Storm Water Management project

**New Business**

**Unfinished 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, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

DATE: June 14, 2019

RE: Variance Request for 4606 Queensbury Road (Ward 1)

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### **Action Requested:**

Staff seek direction from the Mayor and Council regarding the Town's position on the requested variances.

### **Background:**

The Town received notice from the Prince George's County Board of Zoning Appeals that Bruce Wernek requested permission to extend the driveway and build a detached garage at 4606 Queensbury Road. Variances of 5 feet front yard depth and 9.9 percent net lot area are requested.

Attached, please find the Notice of Hearing, Application for a Variance, pictures and site plan.

### *Attachments:*

*Notice of Hearing*

*Application for a Variance*

*Photos*

*Site Plan*



# 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 HEARING

Date: May 7, 2019

Petitioner: Wernek Bruce S Living Trust

Appeal No.: V-36-19

Hearing Date: WEDNESDAY, MAY 22, 2019, AT 6:00 P.M. **EVENING**

Place: Zoning Hearing Room #L205  
County Administration Building, Upper Marlboro, Md.

Appeal has been made to this Board for permission to validate an existing condition (dwelling), obtain a building permit to extend the driveway and construct a detached garage on the premises known as Lot 14, Block 34, Riverdale Park Subdivision, being 4606 Queensbury Road, Riverdale, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

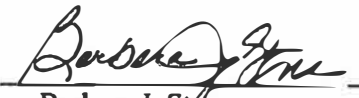
The specific violation resides in the fact that Zoning Ordinance Section 27-442(e)(Table IV) prescribes that each lot shall have a front yard at least 25 feet in depth. Section 27-442(c)(Table II) prescribes that not more than 30% of the net lot area shall be covered by buildings and off-street parking. Variances of 5 feet front yard depth and 9.9 net lot area 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: Petitioner  
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 - 9 2019  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
(301) 952-3220

**BOARD OF APPEALS**

Filing Fee Paid: \$ 200.00  
CK/M.O. # 4786  
By: BRUCE WERNER  
4606 QUEENSBURY RD  
RIVERDALE 20737  
Sign Posting Fee Paid: \$ 30.00  
CK/M.O. # 4781  
By: SAME

APPEAL NO. V-36-19

(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 Wernek S Bruce Living Trust  
(AS SHOWN ON DEED)

Address of Owner(s) 4606 Queensbury Rd

City Riverdale State MD Zip Code 20737

Telephone Number (home) 301-779-6273 (cell) \_\_\_\_\_ (work) \_\_\_\_\_

E-mail address: bruce.wernek@verizon.net

Attorney/engineer/contractor name, address and telephone number (applicant if different from above): (circle one)  
nathan zook | Stolitzfus Structures LLC | Atglen, PA 19310  
610 93-7700 | 5075 Lower Valley Rd

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 4606 Queensbury Rd  
City Riverdale, MD 20737

b) Lot(s) 14 Block 34 Parcel 0000  
Subdivision Name 1750

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

d) Municipality (Incorporated City/Town) Name Riverdale

What will be/has been constructed on the property? (Variance(s) Required) Construction of detached 20' x 32' garage on property will exceed 30% lot coverage. Total lot coverage with new garage will be 40% per James Stepowany in the M-NCPPC Permit Review Section.

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

Yes \_\_\_\_\_ No ✓

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

Stanley Bruce Wernek  
Signature of Owner/Attorney

Stanley Bruce Wernek  
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/>.

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## FOR COUNTY USE ONLY

Property Zone: R-55 Overlay Zone: \_\_\_\_\_

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

Is the property subject to any action by the Planning Board? HAWP HISTORIC AREA  
WORK PERMIT

If so, what type of action? \_\_\_\_\_

Variance(s) requested: Lot Cov., F.T.D.

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





A



B

EXH. # (A-F)  
V-36-19





C



D









4606 Queensbury Rd



Location of Garage (replaces shed) ~40' beyond end of existing driveway



4602 Queensbury Rd



4608 Queensbury Rd

**7722-2019-RG Wernek Detached Garage**

From: Stepowany, James <James.Stepowany@ppd.mncppc.org>

To: bruce.wernek@verizon.net <bruce.wernek@verizon.net>

Date: Thu, Mar 7, 2019 9:00 am

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Mr. Wernek,

Permit 7722-2019-RG for a detached garage at 4606 Queensbury Road has been placed on HOLD for the following reasons:

Permit Reviewer: Jamie Stepowany

7722-2019-RG

Telephone Number: (301) 636-2015

March 7, 2019

Email: [james.stepowany@ppd.mncppc.org](mailto:james.stepowany@ppd.mncppc.org)

Wernek Detached Garage

The following comments were generated from permit review. Any questions or concerns regarding the following should be directed to the reviewer at the phone number provided above. *Further comments may be generated when the appropriate information has been submitted.*

Historic Planning – HOLD – The site is a historic site; PG: 68-004-76, please obtain a Historic Area Work Permit (HAWP). For information about obtaining the HAWP, contact Tyler Smith at 301-952-5902.

The property is zoned R-55 and per Section 27-442(c) Table II of the Prince George's County Zoning Ordinance, the property is limited to 30 percent lot coverage. That's any portion of the property covered with buildings that has a roof and driveways. The property is 10,059 square feet, 30 percent is 3017.7 square feet. The house is 1,674 square feet, the existing and proposed driveway is 1,710 square feet and the detached garage is 640 square feet for a total of 4,024 square feet or 40 percent. A variance from the Prince George's County Board of Appeals must be obtained for lot coverage. For information about obtaining the variance, contact the Board of Appeals at 301-952-3220.

Upload the HAWP and approved variance for further review. Do not accept a new task until both approvals have been obtained.

03-07-19 – Comments emailed to Stanley Wernek at [bruce.wernek@verizon.net](mailto:bruce.wernek@verizon.net) JS

If you have any questions, please don't hesitate to contact me,

Jamie Stepowany

M-NCPPC

Development Review Division

Permit Review Section

## LOT COVERAGE WORKSHEET

NET LOT SIZE 10,059 SQUARE FEET

30 % LOT COVERAGE ALLOWED 3017. SQUARE FEET

<u>STRUCTURE/PARKING</u>	<u>MEASUREMENTS</u>	<u>SQUARE FOOTAGE</u>
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HOUSE \_\_\_\_\_ 1674. \_\_\_\_\_

**GARAGE/CARPORT** \_\_\_\_\_ **640.** \_\_\_\_\_

DRIVEWAY	1704.36
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## PORCH/SUNROOM \_\_\_\_\_

SHED(S)

ADDITION(S) \_\_\_\_\_

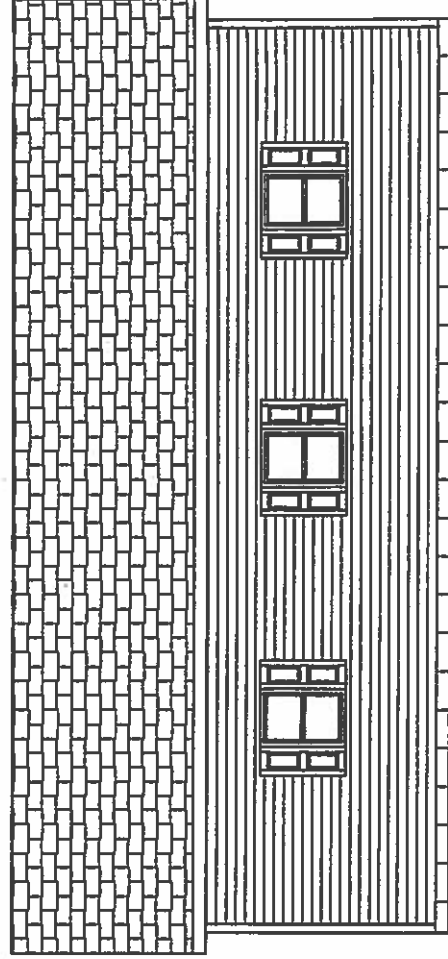
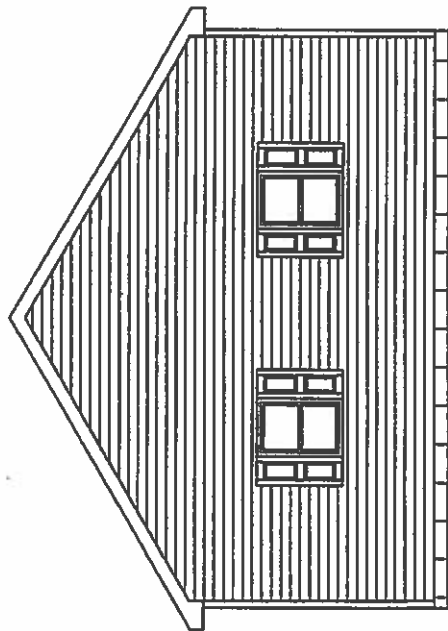
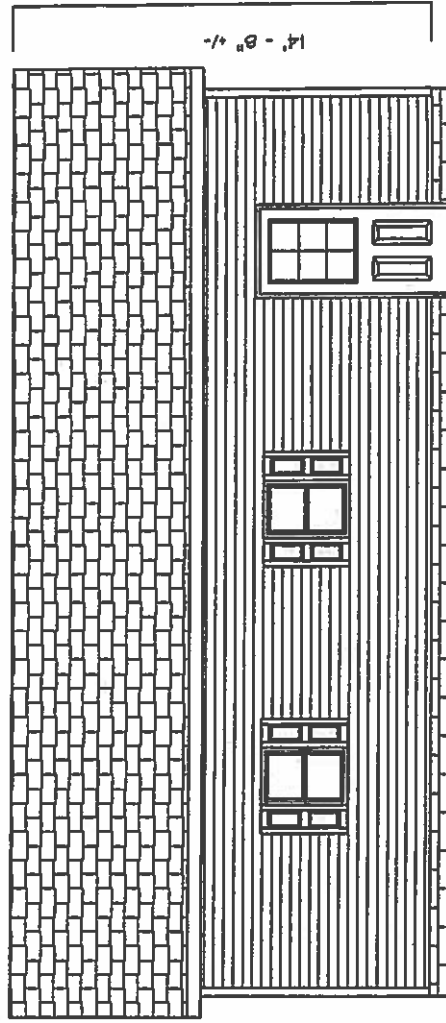
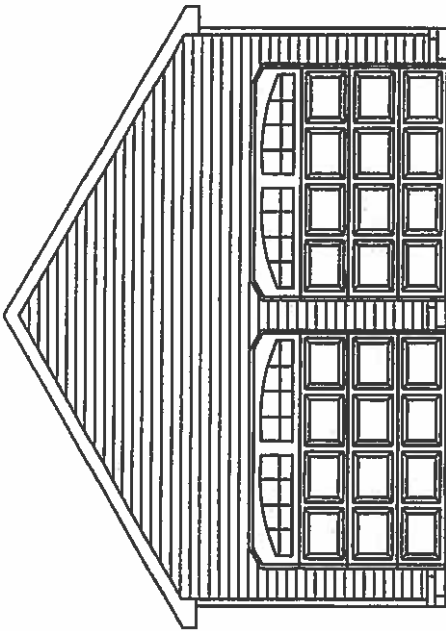
OTHER: \_\_\_\_\_

TOTAL LOT COVERAGE 3994

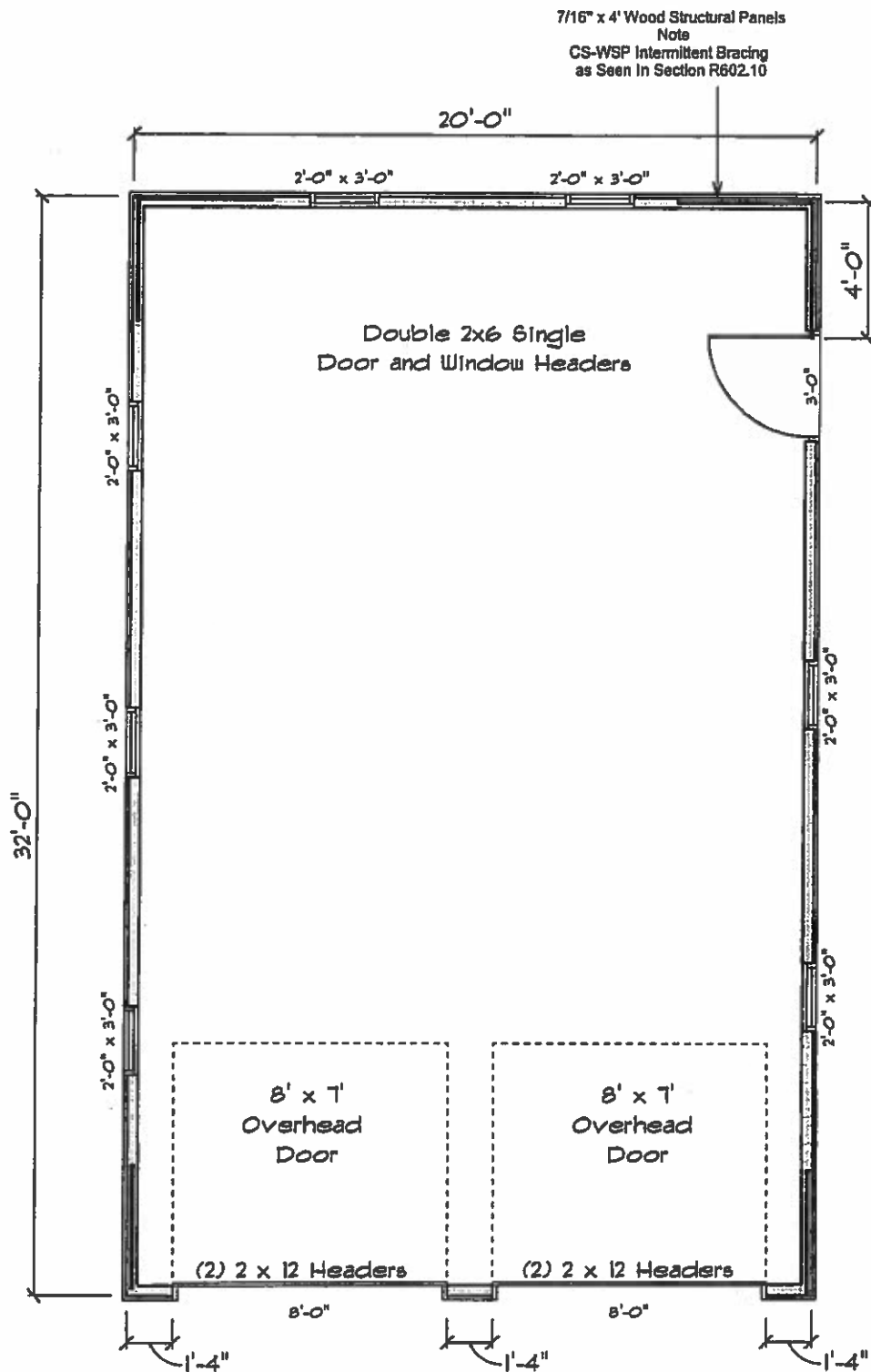
TOTAL % NET LOT COVERAGE	39.9	%
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**TOTAL % OVER NET LOT COVERAGE** 9.9 % (            S.F.)





<b>Construction Notes:</b> Snow Load: 40 psf Wind Load: 115 mph Weathering: Severe Termites: Moderate to Heavy Decay: Slight to Moderate Flood Hazard: see Local Flood Map	<b>Job Name:</b> Bruce Wernick 4606 Queensbury Rd Riverdale, MD 20737	<b>Dimensions:</b> 20X32
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Floor Plan

**Construction Notes:**

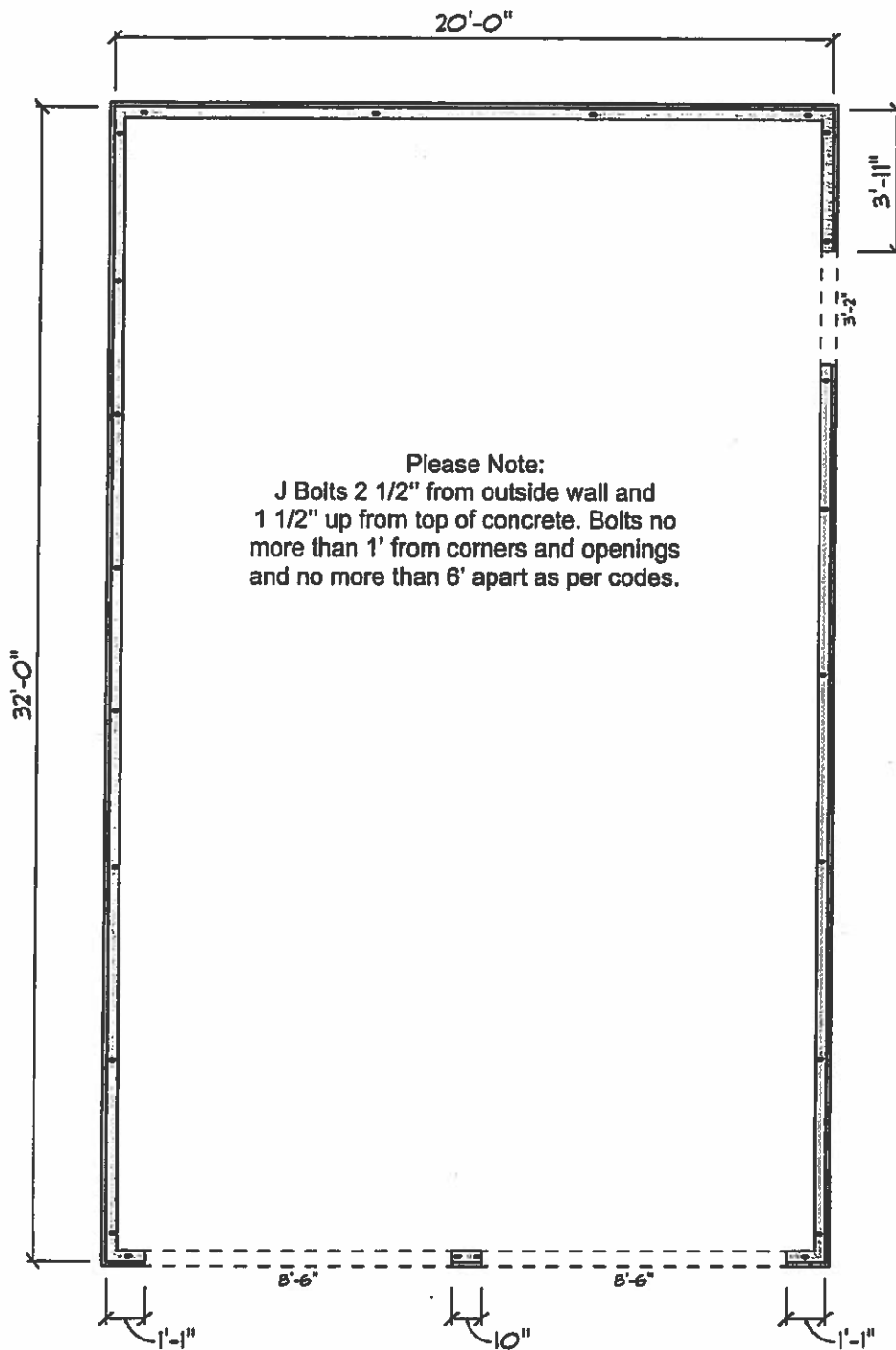
Snow Load: 40 psf  
Wind Load: 115 mph  
Weathering: Severe  
Termite: Moderate to Heavy  
Decay: Slight to Moderate  
Flood Hazard: see Local Flood Map

**Job Name:**

Bruce Wemek  
4606 Queensbury Rd  
Riverdale, MD 20737

**Dimensions:**

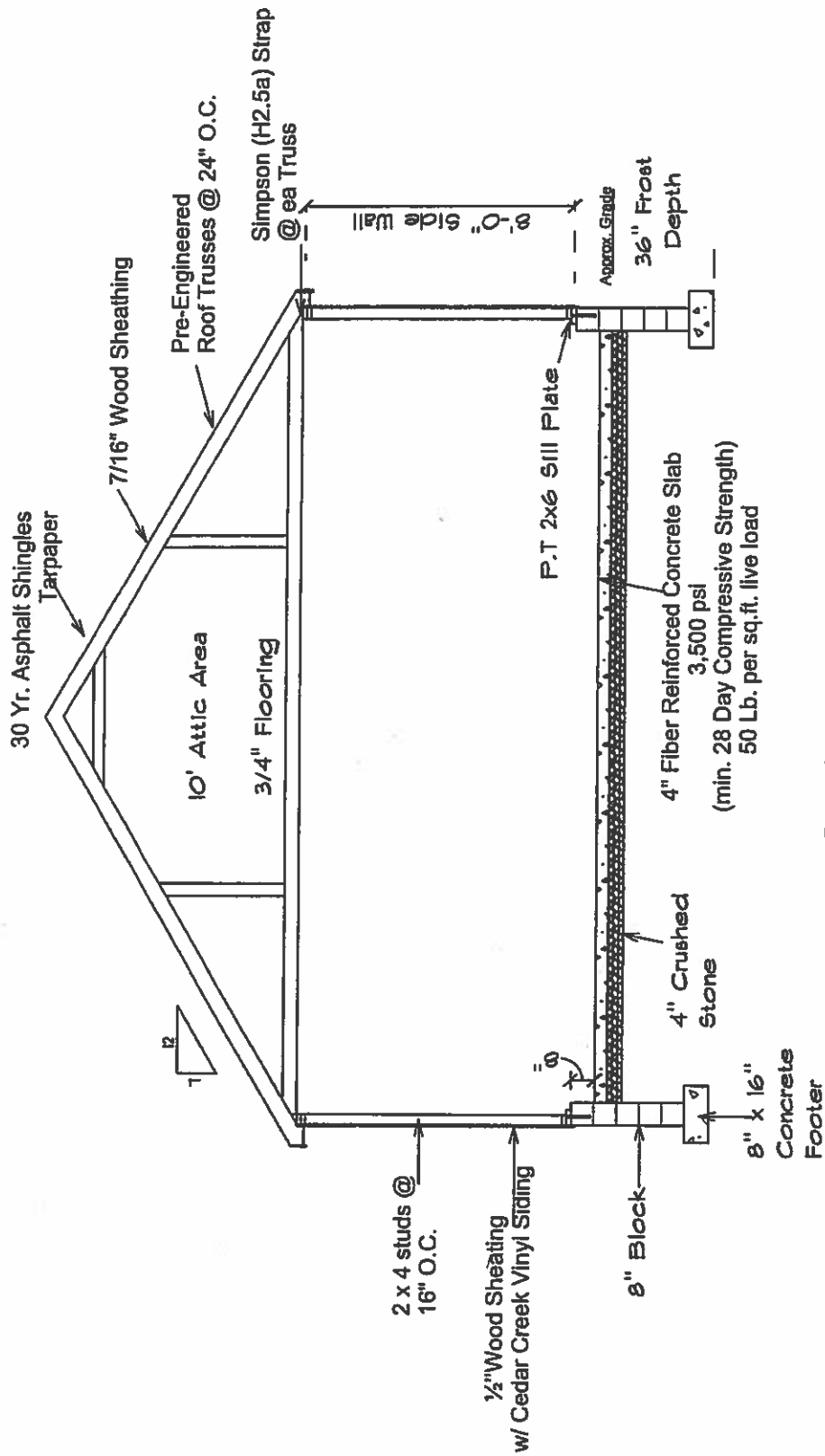
20X32



## Concrete Plan

<u>Construction Notes:</u>	<u>Job Name:</u>	<u>Dimensions:</u>
Snow Load: 40 psf Wind Load: 115 mph Weathering: Severe Termite: Moderate to Heavy Decay: Slight to Moderate Flood Hazard: see Local Flood Map	Bruce Wernick 4606 Queensbury Rd Riverdale, MD 20737	20X32





## Section Detail

### Dimensions:

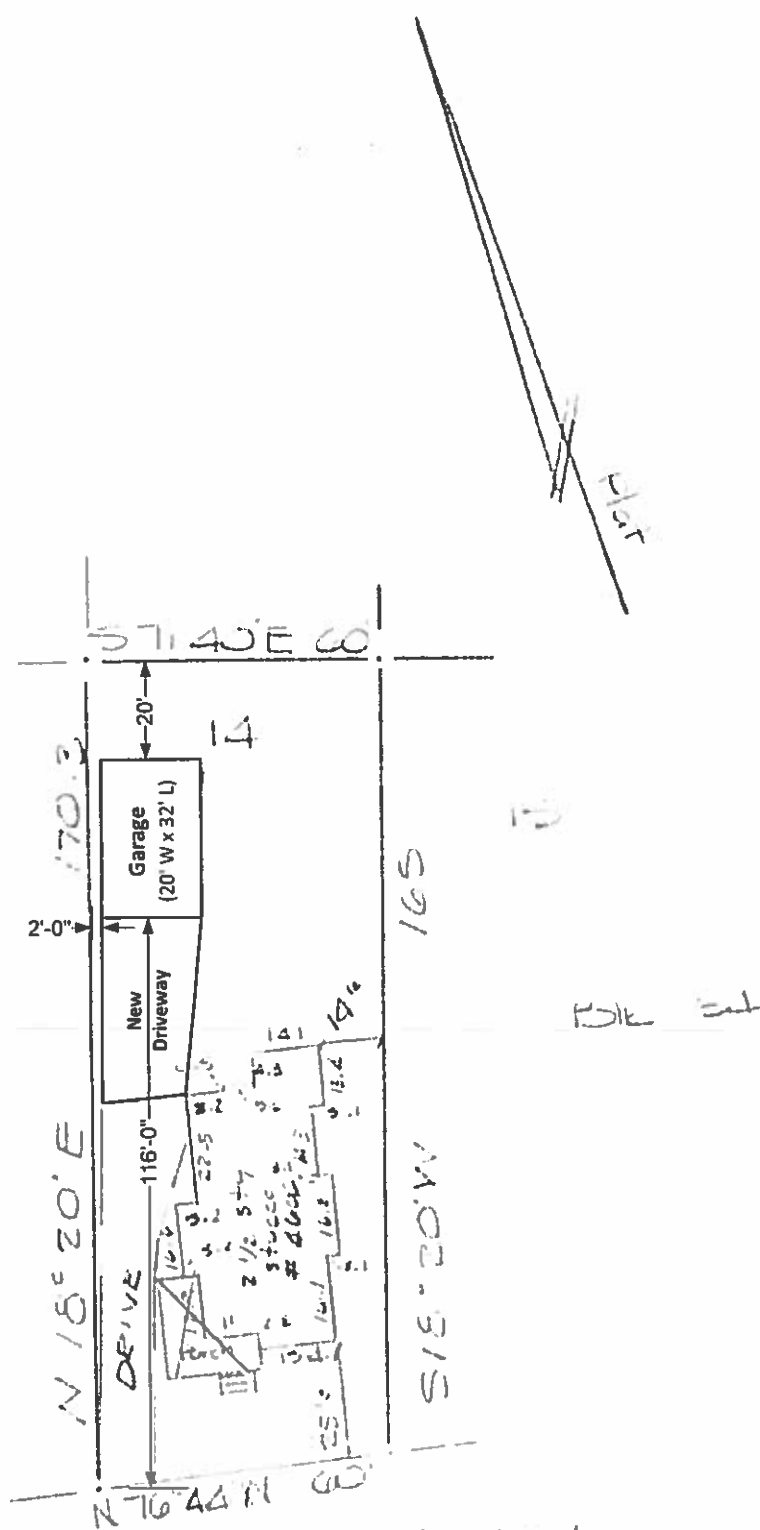
**20X32**

### Job Name:

Bruce Wernick  
4806 Queensbury Rd  
Riverdale, MD 20737

### Construction Notes:

Snow Load: 40 psf  
Wind Load: 115 mph  
Weathering: Severe  
Termites: Moderate to Heavy  
Decay: Slight to Moderate  
Flood Hazard: see Local Flood Map



QUEENSBURY  
Plated Madison, Wis.

The project location is not within Zone A Hazard Hazard Area per FEMA Flood Insurance Rate Maps.

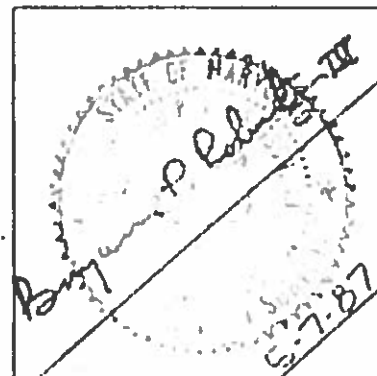
This is to certify that to the best of my knowledge and belief the improvements indicated hereon are located as shown. This is not a property line survey.

Note: no title research furnished  
to or done by this company.

RECORDED IN. FEB 14/42

House Location  
Lot 14 B/L 32 Sect 1  
RIVERDALE PARK  
Prince Georges Co Md

Scale: 1/1 1/2



## ERDA

REAL ESTATE DEVELOPMENT TECHNOLOGY ASSOCIATES INC  
ENGINEERS • LAND PLANNERS • LAND SURVEYORS

15207A MARLBORO PIKE • FORD OFFICE BUILDING  
UPPER MARLBORO, MARYLAND 20772

**PHONE (301) 627-3100**



# **Town of Riverdale Park, Maryland**

## **Office of Development Services**

TO: John Lestitian, Town Manager

FROM: Kevin Simpson, Development Services Director

CC: Staff Leadership Team

DATE: June 14, 2019

RE: Proposed Amendments to DSP-13009-15 (Riverdale Park Station)

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### **Action Requested:**

No action is requested at this time. Staff is seeking input from the Mayor and Council on proposed amendments to Detailed Site Plan (DSP) 13009-15 submitted by Calvert Tract, LLC regarding the Riverdale Park Station Development.

### **Background:**

Calvert Tract, LLC proposed amendments to DSP 13009-15 for the Riverdale Park Station Development and were recently accepted by MNCPPC. In summary, these amendments include:

1. To increase the height of two multi-family residential buildings (buildings 7 and 8) to seven (7) stories (originally projected to be 3 – 6 stories); and
2. To allow walls for the buildings to have windows occupying less than 40 percent of the wall area; and
3. To allow the addition of a trolley car on a parcel near one of the buildings (building 7).

These proposed amendments were reviewed by the Town's MUTC Local Design Review Committee on June 5, 2019 and it was advised that this matter be presented to the Mayor and Council for additional input and consideration.

Representatives from Calvert Tract, LLC will be at the June 17<sup>th</sup> Work Session to present details on the proposed amendments to DSP-13009-15 and address any comments or questions from the Mayor and Council.

During the July 1<sup>st</sup> Legislative Meeting, staff will seek from the Mayor and Council consideration on a motion to approve the proposed amendments to DSP-13009-15.





# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: June 14, 2019

RE: Charter Amendment: Article VI Finance, Section 623 Competitive Bidding

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**Action Requested:** No formal action is requested at this time. Staff seek an opportunity to have an initial discussion with the Mayor and Council in reference to a proposed Charter amendment. The amendment as drafted will address piggybacking contracts from other government entities and purchasing cooperatives or alliances that bid procurements on a volume basis for state or local governments.

**Background:** In the normal course of business, local governments may, in order to enjoy the lowest possible cost, need to piggyback an existing contract that a different government entity or purchasing cooperative/alliance competitively bid. Examples include municipalities and counties piggybacking on a state contract for the acquisition of vehicles, and local governments piggybacking a county contract for the acquisition of road salt. It is important that municipalities have this option.

A review of the Town Charter found that the current language has no provision for piggybacking a contract and restricts any suspension of the Town's competitive bidding to situations involving an emergency or exigent circumstance. Specifically, Article VI, Section 623: Competitive Bids reads in part that "the Council may suspend these requirements for competitive bidding for purchases and contracts in excess of the stated amount by four (4) affirmative votes when, because of emergency or exigent circumstances, and in the opinion of the Council, such suspension is reasonably necessary for public policy, health, safety, or well-being."

Staff have reviewed the language with the Town Attorney, Mr. Fred Sussman. The desire to piggyback a contract competitively bid by a different government entity or purchasing cooperative/alliance is usually related to cost-savings and not an emergency or situation involving exigent circumstance. A draft Charter amendment is attached for review and consideration.

*Attachments: Draft Charter Amendment – Article VI, Section 623*

**TOWN OF RIVERDALE PARK  
FAIR SUMMARY OF  
CHARTER AMENDMENT RESOLUTION NO. 2019-CR- \_\_\_\_  
PROCUREMENT AND PIGGYBACKING**

This is to give notice the Riverdale Park Town Council has introduced and intends to take action on Charter Amendment Resolution No. 2019-CR- \_\_\_\_.

Charter Amendment Resolution No. 2019-CR- \_\_\_\_ would amend Section 623 of the Charter of the Town of Riverdale Park, to allow the Town to make purchases of certain supplies, materials, equipment, construction of public improvements, or contractual service from a person who is supplying the same supplies, materials, equipment, construction or services to another governmental entity, under, certain conditions and circumstances, without complying with certain Town sealed and competitive bidding requirements; and generally relate to procurement requirements for purchases by the Town of Riverdale Park .

Charter Amendment Resolution No. 2019-CR- \_\_\_\_ is available for inspection by the public at Town Hall during normal business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

**RIVERDALE PARK TOWN COUNCIL**

**By: JESSICA BARNES, TOWN CLERK**

Publication Date: \_\_\_\_\_, 2019

COUNCIL OF THE TOWN OF RIVERDALE PARK

CHARTER AMENDMENT RESOLUTION NO. 2019-CR-\_\_\_\_

Introduced By:

Date Introduced:

Date Adopted: \_\_\_\_\_, 2019

Date Effective: \_\_\_\_\_, 2019

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A RESOLUTION concerning

CHARTER AMENDMENT – PROCUREMENT AND PIGGYBACKING

FOR the purpose of amending the Charter of the Town of Riverdale Park to allow the Town to make purchases of certain supplies, materials, equipment, construction of public improvements, or contractual service from a person who is supplying the same supplies, materials, equipment, construction or services to another governmental entity, under, certain conditions and circumstances, without complying with certain Town sealed and competitive bidding requirements; and generally relating to procurement requirements for purchases by the Town of Riverdale Park.

**BY** repealing and reenacting, with amendments  
Charter of the Town of Riverdale Park  
ARTICLE VI: Finance  
Section 623

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Key:

CAPITAL LETTERS indicate matter added to existing law.

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**SECTION 1: BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK** that Section 623 of the Charter of the Town of Riverdale Park, ARTICLE VI: Finance, is repealed and re-enacted, with amendments, to read as follows:



## ARTICLE VI Finance

### **§ 623: Competitive Bids**

All expenditures for supplies, materials, equipment, construction of public improvements, or contractual service involving more than twenty thousand dollars (\$ 20,000) shall be made on written contract. The town manager shall advertise for sealed bids for all such contracts by means including but not limited to publishing notice thereof twice in a newspaper of general circulation in the town. The town manager shall present the sealed bids to the council for approval and advise the council on the bids. Such written contracts shall be awarded by the council to the bidder who offers the lowest or best bid, quality of goods and work, time of delivery or completion, and responsibility of bidders being considered. All such written contracts shall be approved by the council before becoming effective. The town may reject all bids and re-advertise. The council may suspend these requirements for competitive bidding for purchases and contracts in excess of the stated amount by four (4) affirmative votes when, because of emergency or exigent circumstances, and in the opinion of the council, such suspension is reasonably necessary for public policy, health, safety, or well-being. PURCHASES OR CONTRACTS FOR SUPPLIES, MATERIALS, EQUIPMENT, CONSTRUCTION OF PUBLIC IMPROVEMENTS OR CONTRACTUAL SERVICES ARE EXEMPT FROM THE SEALED AND COMPETITIVE BIDDING REQUIREMENTS OF THIS SECTION WHERE SUCH SUPPLIES, MATERIALS, EQUIPMENT, CONSTRUCTION OR SERVICES ARE PURCHASED OR ACQUIRED FROM A PERSON WHO IS SUPPLYING THE SAME SUPPLIES, MATERIALS, EQUIPMENT, CONSTRUCTION OR SERVICES TO ANOTHER GOVERNMENTAL ENTITY, IF THE TOTAL PRICE OR PRICE PER UNIT, AS APPLICABLE, TO BE PAID BY THE TOWN IS NOT MORE THAN THE TOTAL PRICE OR PRICE PER UNIT TO BE PAID BY THE OTHER GOVERNMENTAL ENTITY AND IF THE PRICE TO BE PAID BY THE OTHER GOVERNMENTAL ENTITY HAS BEEN ESTABLISHED BY A COMPETITIVE BIDDING PROCESS CONDUCTED BY THE OTHER GOVERNMENTAL ENTITY OR BY A PURCHASING COOPERATIVE OR ALLIANCE THAT BIDS PROCUREMENTS ON A VOLUME BASIS FOR STATE AND LOCAL GOVERNMENTS. The town at any time in its discretion may employ its own forces for the construction or reconstruction of public improvements without advertising or re-advertising for or receiving bids. All written contracts may be protected by such bonds, penalties, and conditions as the council may require.

**SECTION 2: AND BE IT FURTHER RESOLVED** that the amendments to the Charter adopted by this Resolution shall become effective upon the fiftieth (50<sup>th</sup>) day after passage of this Resolution, unless a proper petition for referendum meeting the requirements of § 4-304 of the Local Government Article of the Annotated Code of Maryland shall be presented or mailed to the Council in accordance with such § 4-304 of the Local Government Article of the Annotated Code of Maryland on or before the fortieth (40<sup>th</sup>) day after passage of this Resolution. A complete and exact copy of this Resolution shall be posted at the Town Hall of Town of Riverdale Park (the "Town") or other main municipal building or public place for a period of at least forty (40) days following its adoption, and the title to this Resolution, being a fair summary of the amendments to the Charter adopted hereby, shall be published in a newspaper of general

circulation in the Town not less than four (4) times, at weekly intervals, within a period of forty (40) days starting immediately after the date of adoption of this Resolution.

**SECTION 3: AND BE IT FURTHER RESOLVED** that the Town Manager shall send or cause to be sent to the Department of Legislative Services of the State of Maryland in accordance with the provisions of §§ 4-308 and 4-109 of the Local Government Article of the Annotated Code of Maryland, the following documents or information concerning the Charter amendments: (1) the complete text of this Resolution; (2) the date of the referendum election, if any, held with respect thereto; (3) the number of votes cast for or against this Resolution by the Council or in a referendum; and (4) the effective date of the Charter amendments.

**SECTION 4: AND BE IT FURTHER RESOLVED** that the Town Manager is hereby authorized and directed to carry out or cause to be carried out the provisions of Sections 2 and 3 hereof; and as evidence of compliance herewith, the Town Manager shall cause to be maintained in the records of the Town an appropriate certificate of publication in the newspaper in which the fair summary of the Charter amendments shall have been published or other evidence of publication; provided that, the failure to so maintain the same shall not invalidate the effectiveness of the Charter amendments provided for in this Resolution.

The above amendments to the Charter of the Town of Riverdale Park were adopted by the foregoing Resolution which was passed at a \_\_\_\_\_ meeting of the Town Council on \_\_\_\_\_, 2019, \_\_\_\_\_ members of the Town Council voting in the affirmative, \_\_\_\_\_ members of the Town Council voting in the negative, \_\_\_\_\_ members of the Town Council abstaining and \_\_\_\_\_ members of the Town Council absent, and the said Resolution becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 if a petition for referendum has not been filed in the time prescribed by law.

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

ATTEST:

COUNCIL OF THE TOWN OF  
RIVERDALE PARK

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

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

**TOWN OF RIVERDALE PARK  
NOTICE OF ADOPTION OF  
CHARTER AMENDMENT RESOLUTION NO. 2019-CR-\_\_\_\_  
PROCUREMENT AND PIGGYBACKING**

This is to give notice that on \_\_\_\_\_, 2019, the Riverdale Park Town Council adopted Charter Amendment Resolution No. 2019-CR-\_\_\_\_ (“the Resolution”). The title to the Resolution is as follows:

A RESOLUTION concerning

## CHARTER AMENDMENT – PROCUREMENT AND PIGGYBACKING

FOR the purpose of amending the Charter of the Town of Riverdale Park to allow the Town to make purchases of certain supplies, materials, equipment, construction of public improvements, or contractual service from a person who is supplying the same supplies, materials, equipment, construction or services to another governmental entity, under, certain conditions and circumstances, without complying with certain Town sealed and competitive bidding requirements; and generally relating to procurement requirements for purchases by the Town of Riverdale Park.

**BY** repealing and reenacting, with amendments  
Charter of the Town of Riverdale Park  
ARTICLE VI: Finance  
Section 623

Charter Amendment Resolution No. 2019-CR-\_\_\_\_ is available for inspection by the public at Town Hall during normal business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday. The amendment to the Charter will become effective on \_\_\_\_\_, 2019, subject to the provisions of the Local Government Article of the Annotated Code of Maryland regarding the right of the qualified voters of the Town to petition the proposed amendment to referendum.

**RIVERDALE PARK TOWN COUNCIL**

**By: JESSICA BARNES, TOWN CLERK**

Publication Dates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
and \_\_\_\_\_, 2019



# **Town of Riverdale Park, Maryland**

## **Police Department**

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

**Cc:** Staff Leadership Team

**From:** Chief David Morris

**Date:** June 13, 2019

**Re:** Pedestrian, Bicyclist, and Driver Safety Initiative – School Zone Maximum Speed Limits

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**Action Requested:** No formal action is requested at the June 17, 2019 Work Session. Staff will be seeking approval of a motion at the July 1, 2019 Legislative Session that establishes a consistent maximum speed limit of twenty (20) miles per hour (MPH) on all Town and County-owned highways (roadways) within the designated school zones.

**Background:** The Town has a long history of supporting effective traffic safety measures designed to promote a safer community. In January 2019, the Town further focused these efforts with the launch of the Pedestrian, Bicyclist, and Driver Safety initiative. The Safe Speed for Students program operates within designated school zones and is a vital component of the Town's efforts. The five (5) current designated school zones are: Riverdale Elementary School, Parkdale High School, DeMatha Catholic High, William Wirt Middle School, and University of Maryland Discovery District/College Park Academy School.

Maryland's Transportation Article, § 21-803.1. School Zones, stipulates that a municipality may establish a school zone within a one-half mile radius of any school, and establish maximum speed limits in the school zone, provided that

1. the highway that is located within the corporate limits of the municipality; and
2. the highway, is **not** under State jurisdiction; and
3. the highway is under the Town's jurisdiction, to include;
  - a. County-owned highways that are subject to traffic control jurisdiction of the municipality. §21-803.1(a)(1)(i), (2)(ii) and (2)(iii)), as amended from time-to-time.

Currently speed limits in the designated school zones on Town and County-owned roadways vary from 20 to 25 to 30MPH.

**Recommendation:** Staff recommends establishing a consistent maximum speed limit of 20MPH on all Town and County-owned roadways within the designated school zones. This uniformed approach to speed limits within these areas will improve and enhance pedestrian, bicyclist, and driver safety.



# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: June 14, 2019

RE: Town acquisition of bicycle racks for Riverdale Elementary School

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### **Action Requested**

No council action is requested for the June 17, 2019, Work Session.

### **Overview**

The approved FY2019 Budget designates \$5,000 for Unallocated Social Concerns. To date the designated funds have not been spent.

Riverdale Elementary School (RES) Principal Natiqia Riley has informed the Town that RES students would like to ride their bicycles to school however, the school does not have any bicycle racks to keep the bicycles secure during the school day. Currently, most RES students walk to school and bicycles would provide the students with an alternative means of transportation.

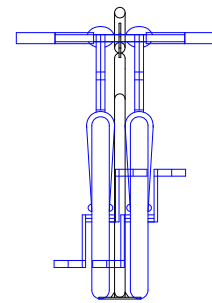
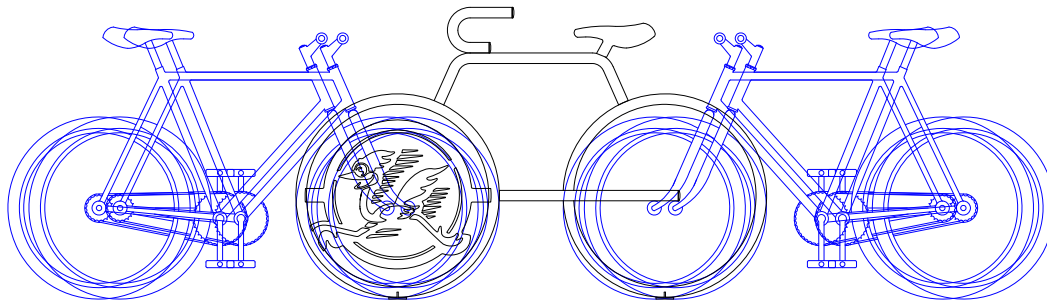
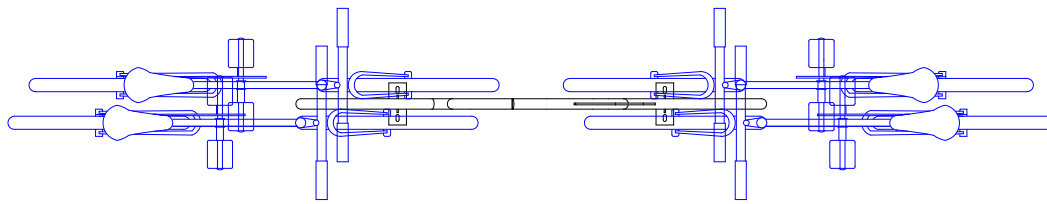
Staff plan to purchase bicycle racks for an amount not to exceed the \$5,000 budgeted in this line item unless directed otherwise by the Mayor and Council. RES will select the design and the bicycle racks will be installed by Prince George's County Public Schools.

Staff will be present at the meeting to respond to any questions or concerns.

*Attachment:*

*Example of bicycle racks*

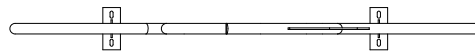




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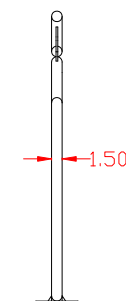
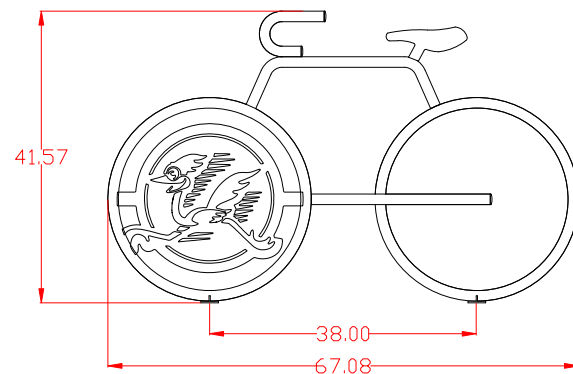



.25" LASER-CUT PLATE



APPROVAL

DATE



		DEROVATIONS CORPORATION 504 MALCOLM AVE. SE., SUITE 100 MINNEAPOLIS, MN 55414 888.337.6729	
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FRACTIONAL ± ANGULAR ±	SHEET NO.		OF

**Town of Riverdale Park**  
**Special Legislative Meeting Minutes**  
**May 20, 2019**

**In Attendance**

Alan K. Thompson, Mayor  
CM Marsha Dixon, Ward 1  
CM Aaron Faulx, Ward 2  
CM David Lingua, Ward 3  
CM Hala Mayers, Ward 6

Paul Smith, Acting Town Manager, Finance and Employee Services Director  
John N. Lestitian, Town Manager  
Jessica Barnes, Town Clerk  
Ivy Lewis, Public Projects and Services Director  
Kevin Simpson, Development Services Director  
David Morris, Chief of Police

**Call to Order**

Mayor Thompson called the Special Legislative meeting to order at 8:09 p.m.

**Approval of the Agenda**

CM Lingua made a motion to approve the Special Legislative meeting agenda for May 20, 2019. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

**Public Comments**

There were no public comments.

**Legislative Action Item**

1. Motion to adopt Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget

CM Faulx made a motion to adopt Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget. The motion was seconded by CM Lingua  
Vote: 4-0-1 (favorable, Mayor Thompson abstained)

*Discussion:*

Acting Town Manager Smith gave an overview of the changes made to the budget as directed by the Council. Town Manager Lestitian gave an overview of the budget calendar and stated that the Town was required to submit the approved tax rate to County no later than May 31, 2019.

**New Business**

There was no new business.

**Unfinished Business**

There was no unfinished business.

**Adjournment**

CM Lingua made a motion to adjourn the Special Legislative Meeting at 8:16 p.m. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

**Town of Riverdale Park**  
**Work Session Minutes**  
**May 20, 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 Hala Mayers, Ward 6

Paul Smith, Acting Town Manager, Finance and Employee Services Director  
John N. Lestitian, Town Manager  
Jessica Barnes, Town Clerk  
Ivy Lewis, Public Projects and Services Director  
Kevin Simpson, Development Services Director  
David Morris, Chief of Police

**Call to Order**

Mayor Thompson called the Work Session to order at 8:16 p.m.

**Agenda Approval**

There were no changes to the agenda.

**Mayor's Report**

Mayor Thompson deferred his report to the June 3<sup>rd</sup> Legislative Meeting.

**Public Comments**

Resident Corey Bettenhausen stated that the Chief's Community Advisory Committee had discussed creating a Neighborhood Watch and the Town's social media accounts as they relate to the Police Department's access at their most recent meeting. Mr. Bettenhausen stated that the next CCAC meeting would be held on July 29<sup>th</sup> at 6:00 p.m.

CM Lingua stated that the Town had used Nixel in the past for the purpose of getting police-related information out to the public. Town Manager Lestitian discussed the Town's use of social media to include the Police Department and Public Works Department's access to the accounts in the case of emergencies.

**Town Manager's Report**

Acting Town Manager Paul Smith reported:

- Thank you to the Department of Public Works (DPW) for their work with the annual Community Clean-up
- Thank you to those who participated in the recent Community Walk
- The next Ethics Commission meeting will be held on May 23<sup>rd</sup> at 6 p.m.
- Town Hall and DPW will be closed on Monday, May 27<sup>th</sup> in observance of Memorial Day
- A wreath will be placed at the Veterans Monument on May 27<sup>th</sup> at 10 a.m.

- The next Council Meeting will be held on June 3<sup>rd</sup> and the Mayor and Council will be sworn in at that meeting
- Trolley Trail Day will be held on June 8<sup>th</sup>
- Countdown to the Centennial Kickoff Event will be held on June 15<sup>th</sup> from 4 p.m. to 8 p.m. in Town Center
- There will be no trash collection on May 27<sup>th</sup> – the next trash collection will be on May 30<sup>th</sup>

Town Manager Lestitian thanked the Council for allowing him the time he needed and stated that he was happy to be back from his leave.

## **Council Committee & Ward Reports**

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

CM Marsha Dixon reported:

- Trolley Trail Day would be held on June 8<sup>th</sup>
- Coffee with the CM will be returning- date and location will be announced on June 3<sup>rd</sup>

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

CM Aaron Faulx reported:

- Denizens public opening scheduled for May 25<sup>th</sup>
- Overview of recent PGCPs meeting: two local schools in Cycle 1 renovation, William Wirt Middle School and Riverdale Elementary School. Would like for the Town to support Cycle 1 renovations with a letter.
- Discussion regarding initiative to adopt schools
- Would like to explore name change for Riverdale Elementary School to Riverdale Park Elementary School

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

CM David Lingua reported:

- Denizens would be opening on May 25<sup>th</sup>
- Recently attended the start of CKAR CDC's Capital Campaign on May 18<sup>th</sup>
- Next CKAR meeting will be held on June 4<sup>th</sup> at 6801 Kenilworth Avenue

### **CM Hala Mayers, Ward 6**

CM Hala Mayers discussed traffic concerns relating to the stop sign at 54<sup>th</sup> Avenue and Jefferson Street.

## **Discussion Items**

1. Residential trash collection agreement with Bates Trucking and Trash Removal, Inc.

Public Projects and Services Director Ivy Lewis gave an overview of the new contract and new approach to working with Bates Trucking and Trash Removal, Inc. (Bates).

### *Discussion:*

CM Lingua asked if there would be communication to residents, in English and Spanish, regarding changes to trash collection. Town Manager Lestitian stated that there would be a public information campaign to educate and inform residents.



CM Dixon asked how missed pickups would be addressed in the new contract and Director Lewis gave an overview. CM Dixon discussed complaints received from TRP-RPS residents. Director Lewis discussed ways to address the issues to include restricted parking on trash collection days (during specified hours).

Director Lewis discussed the new online reporting system on the Town's website and notification tags to tell residents why their trash was not collected.

CM Lingua discussed his concerns regarding spillage. Director Lewis gave an overview regarding how spillage would be addressed in the new contract.

Resident Bruce Wernek discussed his concerns regarding the amount of DPW staff time used to address issues with Bates.

Mayor Thompson discussed the six month review period and liquidated damages for missed pickups and spillage included in the new contract. Mayor Thompson asked if the requirement for missed pickups to be resolved in 24 hours applied to all types of pickups and Director Lewis replied that it did apply to all pickups (trash, bulk trash and yard waste).

Mayor Thompson and CM Lingua discussed the placement of cans and whether the lids should be open or closed after pickup.

The Council requested that Bates attend the June 17<sup>th</sup> meeting to discuss concerns regarding service delivery.

2. Fence Permit Request: 5324 Taylor Road, installation of 6-foot metal fence (Ward 3)

CM Lingua gave an overview of the applicant's request.

*Discussion:*

Resident Sheila Smith of 5001 Riverdale Road asked if the fencing material was chain link and Town Clerk Barnes replied that applicant had changed the fencing material to metal in order to comply with the Town Code.

The Council decided to place Discussion Item 2 on the June 3<sup>rd</sup> Consent Agenda.

3. Variance Request: 4606 Queensbury Road; Variances of 5 feet front yard depth and 9.9 percent net lot area (Ward 1)

CM Dixon gave an overview of the project and applicant Bruce Wernek discussed the requested variances and plans for the project.

*Discussion:*

Mr. Wernek discussed possibly installing a cobblestone or brick driveway depending on the cost. CM Lingua suggested that Mr. Werneck check with another resident who installed a similar driveway.

CM Dixon stated that the Council strongly encouraged permeable pavers, rain gardens, or rain barrels when there was a request to exceed net lot coverage requirements. CM Faulx discussed the County's Rain Barrel Rebate Program.

Mr. Wernek stated that he was unable to attend the June 3<sup>rd</sup> meeting and clarified that he was not proposing any extension of the driveway.

4. Street Closure: Town Center parking lot on June 15, 2019 from 12 a.m. to 10 p.m. for Centennial Kickoff Event

Town Clerk Barnes gave an overview of the request to close the Town Center parking lot for the Centennial Kickoff event scheduled for June 15<sup>th</sup> from 4 p.m. to 8 p.m.

5. Rescheduling of Council Orientation

Mayor Thompson stated that June 10, 11, or 13 were the preferred dates for the Council Orientation and requested that staff check with the CMs that were not in attendance regarding their availability.

6. Public Safety Surcharge

Director Simpson gave an overview of the County's public safety surcharge and the funds that the Town expects to receive.

7. Community Garden

Director Simpson gave an overview of the Community Garden project.

8. 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**

- CM Lingua discussed the Armory building on Baltimore Avenue and possible uses for the building. Mayor Thompson gave an overview of recent discussions with Congressman Hoyer's staff. CM Lingua stated that he would like to have a letter sent to the County Executive, County Council and School Board outlining the Town's need for the Armory building for municipal services. CM Faulx and CM Lingua stated that they would draft language to be included in a letter for the Council's consideration.

Resident Bob Smith of 5001 Riverdale Road suggested that the Council tour the building to assess its condition. Town Manager Lestitian stated that staff would work to organize a tour of the building.

- CM Lingua asked if staff could provide a Council meeting schedule through June 2021.

- CM Faulx stated that he would like to see a letter of support sent to the School Board regarding William Wirt Middle School and Riverdale Elementary School remaining on the Cycle 1 renovation schedule.
- CM Dixon requested more information regarding the status of the WMATA property and Acting Town Manager Smith provided an update.

**Adjournment**

The meeting was adjourned at 10:41 p.m.

**Town of Riverdale Park**  
**Legislative Meeting Minutes**  
**June 3, 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  
CM Colleen Richardson, Ward 5 (left at 9:02 pm)  
CM Hala Mayers, Ward 6 (left at 8:58 p.m.)

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.

CM Lingua requested a moment of silence for the victims of the Virginia Beach shooting.

**Approval of Agenda**

CM Henry made a motion to approve the agenda as amended. The motion was seconded by CM Faulx. Vote: 6-0-1 (favorable, Mayor Thompson abstained)

**Presentation**

Swearing in of Mayor and Council

The Mayor and Council were sworn in by the Prince George's County Clerk of the Circuit Court prior to the start of the meeting.

**Correspondence Summary**

The Correspondence Summary was included in the meeting materials.

**Mayor's Report**

Mayor Alan K. Thompson reported:

- WMATA property has been taken off of the market and will be sold to M-NCPPC to be used as open space
- New businesses coming: Gangster Vegan and Hair Cuttery
- M-UTC will be held on June 5<sup>th</sup> to discuss RPS apartments
- Overview of meeting with Congressman Hoyer

**Town Manager Report**

Town Manager John N. Lestitian reported:

Legislative Meeting Minutes  
June 3, 2019  
Page | 1

- Congratulations to the Mayor and Council on behalf of the staff team, look forward to working with you!
- Thank to Paul Smith and Leadership Team for their work in my absence
- Resource Fair for Riverdale Elementary School parents hosted by Prince George's County Department of Social Services TNI@School held at Town Hall from 2:30 p.m. to 5:00 p.m.
- Work Session and Special Legislative Meeting scheduled for June 17<sup>th</sup>
- Overview of the Longfellow Street Stormwater project; update on work completed and recommendations from the County regarding sole source engineer
- Trolley Trail Day will be held on June 8<sup>th</sup>
- Council Orientation scheduled for June 13<sup>th</sup> at 6:15 p.m.
- Countdown to the Centennial Kickoff event will be held on June 15<sup>th</sup> from 4 p.m. to 8 p.m. at Town Center
- Visible Impactful projects moving forward: Wells Fargo sign, renaming of MARC train station, restoration of Town Center clock, traffic box art project (all before June 15<sup>th</sup>)
- Town received ATHA Rocket Grant for \$5,000 towards Town Center Clock restoration project
- Public Safety Surcharge update: Town has already received the \$75,000 from the County.

### **Finance Report**

Paul Smith reported, as of May 31, 2019, subject to audit:

Expenses: \$5,184,470

Revenue: \$6,783,113

CM Lingua made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Dixon. Vote: 6-0-1 (favorable, Mayor Thompson abstained)

### *Discussion:*

CM Henry asked when will Town will have the next audit and requested that staff follow up with a report.

### **Fire Department Report**

There was no report from the Fire Department.

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

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

CM Marsha Dixon reported:

- June 8<sup>th</sup> is Trolley Trail Day- encourage everyone to come out!
- Coffee with CM: June 22<sup>nd</sup> at Town Center Market- everyone is welcome to attend
- Partnered with CM Glaros for Teacher Appreciation breakfast at Riverdale Elementary School

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

CM Aaron Faulx reported:

- Will be attending School Board Meeting on June 6<sup>th</sup> to ensure that that Riverdale Elementary School (RES) remains on the Cycle 1 Renovation schedule
- Request that Town sends a letter to School Board requesting to keep RES on Cycle 1 Renovation schedule



- Kudos to Riverdale Park Police Department- Corporal Bustamante did a great job handling recent accident

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

CM David Lingua reported:

- Thank you to residents of Ward 3- honored and humbled by dedication to come out to vote and intends to represent Riverdale Park as well as possible.
- CKAR CDC updates: Capital Campaign for Sarvis Cafe project

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

CM Christopher Henry reported:

- Thoughts and prayers to families of those impacted by the Virginia Beach shooting
- Shout out to DPW for their hard work on bulk trash day
- Discussion regarding properties located in Riverdale Park that have a Hyattsville mailing address

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

CM Colleen Richardson reported:

- Congratulations to new Council team
- Neighbor's mother-in-law passed suddenly- heart goes out to the family

### **CM Hala Mayers, Ward 6**

CM Hala Mayers reported:

- Teenagers loitering and smoking
- Cars parked in fire lanes
- Traffic on 54<sup>th</sup> Avenue going to fast; missing stop sign
- Pedestrian walkways need to be repainted

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

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

CM Henry stated that he was concerned that something like the Virginia Beach shooting could happen in Town. Chief Morris stated that RPPD officers were trained for active threat incidents.

### **Consent Agenda**

Motion to approve consent agenda items:

1. Fence Permit Request: 5324 Taylor Road, installation of 6-foot metal fence (Ward 3)
2. Minutes: May 6, 2019 Public Hearing and May 6, 2019 Legislative Meeting

CM Faulx made a motion to approve the Consent Agenda. CM Dixon seconded the motion.

Vote: 4-0-1 (favorable, Mayor Thompson abstained)

### **Legislative Action Items:**

1. Motion to authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals regarding variance request for 4606 Queensbury Road for variances of 5 feet front yard depth and 9.9 percent net lot area (Ward 1)

CM Dixon requested that Legislative Action Item 1 be placed on the June 17<sup>th</sup> meeting agenda.

2. Motion to approve Street Closure for Town Center parking lot, to include a portion of Rhode Island Avenue, on June 15, 2019 from 12 a.m. to 10 p.m. for Centennial Kickoff Event

CM Dixon made motion to approve the Street Closure for Town Center parking lot, to include a portion of Rhode Island Avenue, on June 15, 2019 from 12 a.m. to 10 p.m. for Centennial Kickoff Event. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable; Mayor Thompson abstained)

3. Motion to permit drinking of alcoholic beverages and possession of open containers at the Centennial Kickoff Event in the designated event area on June 15, 2019, based on the findings that the event will be held on public property, the occasion is one in which drinking may be customarily permitted, and the use of alcoholic beverages will not be offensive to the public

CM Faulx made a motion to permit the drinking of alcoholic beverages and possession of open containers at the Centennial Kickoff Event in the designated event area on June 15, 2019, based on the findings that the event will be held on public property, the occasion is one in which drinking may be customarily permitted, and the use of alcoholic beverages will not be offensive to the public. The motion was seconded by CM Lingua. Vote: 3-1-1 (favorable; CM Henry opposed; Mayor Thompson abstained)

### **Unfinished Business**

There was no unfinished business.

### **New Business**

- Residential trash collection agreement with Bates Trucking and Trash Removal, Inc.

Public Projects and Services Director Ivy Lewis gave an overview of the new residential trash collection agreement with Bates. Director Lewis reviewed the timeline as it related to the bid process and the selection of a residential trash collection vendor. Director Lewis discussed the Town's new approach to working with Bates.

CM Henry reported that all of Madison Hill had been missed on June 3<sup>rd</sup> and Director Lewis discussed the ways that missed pickups could be reported by residents.

CM Dixon asked that Bates attend the June 17<sup>th</sup> Work Session as they needed to understand the severity of the concerns raised by residents.

- CM Lingua made a motion to send a letter to the School Board requesting that Riverdale Elementary School (RES) remain on the Cycle 1 renovation schedule. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable; Mayor Thompson abstained)

CM Lingua asked that the letter include that the Town strongly urges the School Board to make sure that RES will not be closed due to mechanical issues/failures as many children rely on meals from the school.

CM Henry expressed concerns regarding the safety of students due to the overcrowding of the school.

- Mayor Thompson reported that the Board of Public Works would be meeting on June 5<sup>th</sup> and suggested that a copy of the Town's letter regarding the Traffic Relief Plan be forwarded to them.

CM Lingua requested that a letter be sent to the Board of Public Works urging them not to move forward with free solicitation contracts for projects until the completion of environmental impact study and traffic study. The motion was seconded by CM Henry. Vote: 4-0-1 (favorable; Mayor Thompson abstained)

- CM Lingua made a motion to move the start time of Legislative Meetings and Work Sessions to 7:00 p.m. The motion was seconded by CM Henry.

*Discussion:*

Mayor Thompson stated that his work schedule made it hard for him to arrive before 7:30 p.m. and he would prefer that the meetings start at 8 p.m. as they had for over 20 years. Mayor Thompson stated that if it was the will of the Council to move the start time of the meetings, he would arrive on time however he would have to take annual leave from his job to do so.

CM Henry stated that he could understand work schedules and did not want to place an additional burden on Mayor Thompson as he already sacrificed a lot of his time.

CM Faulx stated that he was not in support of the motion and it needed to be discussed further.

CM Lingua made a motion to defer to a specific time, no later than the September 9<sup>th</sup> Legislative Meeting. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable; Mayor Thompson abstained)

### **Adjournment**

CM Faulx made a motion to adjourn the meeting at 9:49 p.m. The motion was seconded by CM Henry. Vote: 4-0-1 (favorable, Mayor Thompson abstained)



# **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

DATE: June 14, 2019

RE: Residential Trash Collection Agreement

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**Action Requested:** Staff requests that the Mayor and Council authorize the Town Manager to enter into a one-year agreement for Residential Trash Collection Services with Bates Trucking Company, Inc. (Bates) at a per dwelling unit cost of Nineteen Dollars and Fifty Cents (\$19.50). If performance standards are consistently met, the agreement will continue for an additional three (3) years.

### **Overview:**

The Agreement for Residential Trash Collection Services with Bates, the Town's current contractor, includes the follow new provisions:

1. Regularly scheduled performance review meetings
2. Enumerated performance standards and related liquidated damages when they are not met;
3. Use of Notification Tags to explain why items are not collected;
4. Online reporting system for Town residents;
5. Notification and reporting requirements;
6. Increase in number of bulk items from two to three per scheduled collection, and unlimited weekly bulk items requests;
7. Yard waste collection on Mondays from April to December and Thursdays for the balance of the year;
8. Earlier collection schedule during Daylight Savings Time; and,
9. Daily Bates report when route is completed for purposes of determining when a missed collection has occurred.

The new Agreement will take effect July 1, 2019 and run through June 30, 2020, or June 30, 2023 with satisfactory performance during the first year.

A copy of the Agreement is attached.



Town of Riverdale Park, Maryland  
5008 Queensbury Road  
Riverdale Park, MD 20737

**Residential Trash Collection Services**

AGREEMENT NO. DPW 19-002



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## AGREEMENT NO. DPW 19-002

THIS AGREEMENT (hereafter “Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between TOWN OF RIVERDALE PARK (hereafter “Town”) and Bates Trucking Company, Inc. (hereafter “Contractor”), 4305 48<sup>th</sup> Street, Bladensburg, Maryland 20710, a Maryland corporation authorized to do business in the State and in Prince George’s County, Maryland. The Town and Contractor, for the consideration hereafter specified, agree as follows:

### 1.0 Contract Documents

- 1.1 The Contract Documents consist of this Agreement and Exhibits excerpted from the Contractor’s proposal dated February 25, 2019 and attached to this Agreement as Exhibit A (Bates Organizational Chart for this Contract), Exhibit B (Quality Control Plan), and Exhibit C (Safety Policy), and Exhibit D (Town’s Diversity and Inclusion Statement).
- 1.2 The Contract Documents set forth the entire agreement between the Town and the Contractor. The Town and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement, which is not contained in the Contract Documents.

### 2.0 General Provisions

- 2.1 Intent - It is the intent of this Agreement to establish terms and conditions under which the Town engages the Contractor, and the Contractor accepts the engagement, to perform the primary purpose of the work which is to provide twice weekly trash collection and weekly yard waste and bulk items collection, consistently with performance standards provided in this Agreement.
- 2.2 Start Date and Term – The initial term of this Agreement shall commence on July 1, 2019, or as soon thereafter as this Agreement is fully executed, and shall end June 30, 2020, unless extended as provided for within this Agreement. The Town, with concurrence of Contractor, may extend this Agreement for a period of three (3) years from July 1, 2020 through June 30, 2023. The Town may consider up to three additional extensions, in one-year increments beginning July 1, 2023. Each extension shall run from July 1 through June 30. An extension shall be referred to as “subsequent term”. The Town shall provide written notice to Contractor at least one-hundred twenty (120) days before the end of the initial term or a subsequent term regarding whether the Town intends, or does not intend, to extend the Agreement at the end of the then current term. Any extension shall be under the same terms and conditions as the initial term unless otherwise agreed to in writing

by the Town and Contractor. If the Agreement is not extended after the initial term the Agreement shall expire on June 30, 2020. If the Contractor decides not to participate in an Agreement extension the Contractor shall notify the Town in writing one-hundred and twenty (120) days prior to the expiration of the then current term, in which case this Agreement shall terminate at the end of the initial or the then renewal term, as applicable.

- 2.3 Performance Bond - The Contractor must furnish a Performance Bond in the amount of \$75,816 covering faithful performance of the contract, made out to the Town of Riverdale Park, within ten (10) calendar days prior to commencement of work. The amount of the Performance Bond is computed by multiplying the number of eligible dwelling units at the inception of this Agreement per Paragraph 2.5 (1,296) by the annual cost per dwelling unit (\$19.50 x 12) per Paragraph 2.4 and then multiplying the product by .25. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. The surety shall be subject to approval by the Town, which shall not be unreasonably withheld. Failure to furnish the required Performance Bond within the required ten (10) days prior to commencement of work may result in forfeiture to the Town of its bid bond and termination of this Agreement.
- 2.4 Contract Price - During the initial term of this Agreement, the Town shall pay the Contractor for services rendered under the Agreement at the rate of Nineteen Dollars Fifty Cents (\$19.50) per eligible dwelling unit per month, inclusive of refuse, yard waste and bulk trash collection, and waste disposal. Any price increase will be governed by the provisions of Subsection 2.7.
- 2.5 Service Area - The Contractor shall provide the services described in the Scope of Work to eligible dwelling units, as defined herein, that at the time of the execution of the Agreement, is established at One Thousand Two Hundred Ninety-Six (1,296). The Town and Contractor agree that the number of eligible dwelling units may change due to annexation, new construction, demolition or vacancies. The Contractor shall provide the same services to additional, eligible dwelling units at the same dwelling unit rate approved in this Agreement. At least once per year, including within ten (10) days before the start of the Agreement, the Contractor shall provide a list of eligible addresses to the Town, that will be updated, reflecting increases and decreases, as changes occur.
- 2.6 Billing - The Contractor shall bill the Town monthly according to the approved dwelling unit rate and eligible dwelling unit count as established in this Agreement. If there is a change in the number of eligible dwelling units during any term of this Agreement, the Contractor must reflect the increase or decrease in the number of eligible units in the monthly bill. However, prior to requesting payment for any change in the number of eligible units, the Contractor must advise the Town Manager or designee of such changes within thirty (30) days of the date services commence or end at specific locations.
- 2.7 Price Increases – For a subsequent term of the Agreement beginning after June 30,

2023, the Town will consider a Contractor request for a price increase that is in accordance with the current Consumer Price Index at the time of the request. The Town reserves the right to accept, modify or reject the request for a price increase in its sole and unfettered discretion. In considering the request, the Town will consider increases in waste disposal fees, fuel costs or other collection-related cost increases documented and presented to the Town by the Contractor. If a price increase is not approved the Contract Price will continue in effect until changed. If a price increase is approved, the new price will be effective and will remain firm through that renewal period and until the Town approves any subsequent price increase.

- 2.8 Disposal of Collected Matter - The Contractor is required to use Prince George's County landfills to dispose of all matter collected under this Agreement.
- 2.9 Liquidated Damages - The Town and Contractor agree that time and quality of the service is extremely important under this Agreement. The Town and Contractor further agree that liquidated damages for the Contractor's failure to provide services within timeframes, or with quality and attention to detail specified in this Agreement, are not susceptible to exact determination but that said scope is reasonable and in proportion to the actual loss that the Town would suffer from such failure to perform. Therefore, the Contractor shall pay the Town on demand amounts specified in Section 11.0 – Liquidated Damages for each instance of failure to meet performance standards, as damages caused by such delay and not as a penalty. The Town shall be entitled to deduct liquidated damages against any sums owed by the Town to the Contractor under this Agreement. The Contractor hereby waives any defense to the validity of any liquidated damages imposed in this Agreement on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.
- 2.10 Unsatisfactory Performance – The Town shall have the right, but not the obligation to deliver services the Contractor fails to perform in accordance with the provisions and requirements of this Agreement, including Performance Standards enumerated in Section 10.0, including but not limited to the clean-up of spillage, collection of bulk items and/or yard waste, notification to residents regarding uncollected items, and provision of trash container, at Contractor's sole expense in addition to any liquidated damages the Town may collect.
- 2.11 Relationship to Town – The Contractor is an independent contractor and neither the Contractor nor its employees, under any circumstances, shall be considered employees or agents of the Town. The Town will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, or agents.

### **3.0 Definitions of Terms**

- 3.1 Bulk Item – An item too large for a regular trash truck to accommodate or that requires more than one employee to lift (limit 60 pounds), including white goods (refrigerators, washing machines, dryers, ranges, water heaters, freezers or similar domestic appliances), and those items which cannot be collected with the trash and compacted by the trash truck compactor; air conditioners, furniture (sofas, chairs,

- tables, book shelves, beds, entertainment centers, etc.); and, large tree limbs (larger than four (4) feet in length and/or three (3) inches in diameter). Bulk items do not include bricks, heavy amounts of soil, large construction equipment and materials, and automobile parts, equipment or tires.
- 3.2 Compromised Container – A trash can/container that no longer functions in the manner it was intended, i.e., damaged or missing wheels, no longer leak-proof, detached or broken lid, damaged or missing handle, or holes in the can.
- 3.3 Consumer Price Index – Shall mean the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, all items, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 3.4 Contract Administrator – The Director of Public Projects and Services in the Town of Riverdale Park.
- 3.5 Contractor – The company contracted to provide trash collection services to the Town of Riverdale Park, including any individual or agent acting on behalf of the company.
- 3.6 Curbside Service – Collection of garbage, rubbish, trash, bulk items, and yard waste from in front of a house, and in special cases from the rear lot of the property.
- 3.7 Dwelling and Dwelling Units – Dwelling and dwelling units shall be defined as:
1. a single-family detached structure used as a complete and independent living facility for only one family, which includes permanent provisions for living, sleeping, eating, cooking, and sanitation; facility;
  2. a building containing two dwelling units (also called a duplex or two-family structure) wherein the units are located side by side or stacked one above the other and used as two independent living facilities for two families, respectively; and
  3. a building containing up to four or more residential units, each an independent living facility, that are attached horizontally through, and entirely separated by common walls, with each unit occupying space from the lowest floor to the roof of the building and located on a separate “townhouse lot”.
- 3.8 Eligible Dwelling Unit – An occupied dwelling unit.
- 3.9 Garbage – Fruit, meat, vegetable and other food wastes collected in normal household usage.
- 3.10 Mayor and Town Council – The governing body for the Town of Riverdale Park, Maryland.
- 3.11 Occupied Dwelling Unit – A dwelling unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 3.12 Refuse – All solid waste delivered to the processing facility that is not a recyclable material and is not an unacceptable material. Refuse includes garbage, trash, rubbish and yard waste.



- 3.13 Resident Customer – Is the occupant of an eligible dwelling unit as herein defined.
- 3.14 Route – The direction followed by collection vehicles to perform collections services at eligible dwelling units on the days of the week specified in the contract.
- 3.15 Rubbish – All solid wastes other than garbage, offal, and ashes from homes; further classified as combustible (mostly paper, wood and cloth) and noncombustible (metals, glass and crockery).
- 3.16 Specifications – All provisions and requirements, contained therein, together with all written or printed agreements of instructions made or to be made pertaining to the method and manner of performing the work.
- 3.17 Spillage – liquid discharges (also referred to as hopper juice) that spill from garbage trucks onto roadways through leaks from the trucks rear seals or from an amount of hopper juice that rises above the height of the seals during the compacting process; produced by organic matter collected from garbage containers, rain water collected in containers with lids left open and/or from the compacting process that puts pressure on the garbage and creates hopper juice.
- 3.18 Staging – The practice of trash collection employees removing trash (usually in trash bags) from containers and placing it on the street ahead of the arrival of the trash truck to expedite collection. Staging is prohibited under this Agreement.
- 3.19 Surety – The corporate body that is bound with and for the Contractor who is primarily liable, and which engages to be responsible for the contractor for his acceptable performance of the work for which he has been contracted.
- 3.20 Town Manager – The Town Manager (or designee) of the Town of Riverdale Park.
- 3.21 Trash – Trash shall include rubbish and ashes. Trash does not include leaves in quantity, large tree limbs; rocks, soil, dirt and building materials in quantity; or, bulk items. Trash also includes tree trimmings less than four (4) feet in length and three (3) inches in diameter provided they do not exceed two (2) bundles weighing no more than sixty (60) pounds per bundle.
- 3.22 Unacceptable Materials – All toxic, infectious, and hazardous waste or substances, as defined by State and Federal law, construction and demolition debris, asbestos, free liquids, sewage, sludge, incinerator ash, waste oil and all other materials or combinations of waste materials which are prohibited by this contract or applicable law from being delivered to the facility.
- 3.23 Walk-up Collection – An act by the Contractor to retrieve containers from residences where collection containers are marked on the side with an identifying sticker (or have been identified by the Town or provided by the Contractor) from their location on the property and return said containers to the same location after emptying.
- 3.24 Yard Waste – Biodegradable waste that can be comprised of garden waste such as grass, weeds, flower cuttings, and hedge trimmings, and leaves. For this purpose, Christmas Trees are included as yard waste except collection shall be provided for only two months a year, in December and January.

#### **4.0 Scope of Services**

4.1 Service Hours and Non-Collections Days – The Contractor shall commence collections no earlier than 7:00 a.m. and shall complete collections no later than 7:00 p.m., except during Daylight Savings Time during which collections may commence at 6:00 am and shall be completed no later than 6:00 p.m. No collections will be made on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Instead, the Contractor shall perform collections on the next regular collection day. If a listed holiday occurs on a regularly scheduled service collection day, collection services will be performed on the next regularly scheduled service collection day.

##### **4.1 Provision of Containers**

- A. The Contractor shall furnish each eligible dwelling unit within the Town with a non-compromised (See Section 3.2), 95-gallon rubber and/or plastic container with an attached weather tight lid. The Contractor shall repair or replace containers that are compromised at no additional cost, except the Contractor shall not be required to replace containers that show evidence of abuse or those reported stolen. For purposes of this Agreement, the Contractor and Town Manager or designee shall both agree that there is, in fact, evidence of abuse. If the Town Manager or designee disagrees with the Contractor regarding whether there is evidence of abuse, the Contractor shall replace the container at no additional cost. Residential customers will be informed that they are responsible for the proper use, storage and safe keeping of their assigned container. Residents who report a stolen container will receive a new container purchased by the Town from the Contractor, at a prorated amount: in Year one (1), the container shall be prorated at 10 percent of the initial cost of Sixty Five Dollars (\$65.00); and, in Year two (2), 20 percent of the initial cost. The Town and Contractor shall agree upon the prorated cost of containers older than three years. Said container shall become the property of the Contractor.
- B. The Contractor is encouraged (though not required) to use a GPS or other tracking device to locate containers. All containers shall contain a permanent sticker with a height of at least four (4) inches to denote the type of material to be collected in the container. Each container shall include an identification number and company name and phone number. The containers shall remain the property and responsibility of the Contractor, except those purchased by residents which shall not contain the Contractor’s identification number.
- C. The Contractor shall replace compromised containers and provide new containers to new dwelling units within seven (7) calendar days after receiving a request from a resident or from the Town Manager or designee. After the seven (7) day period, the Town, at its sole discretion, may replace compromised containers at the Contractor’s expense. The amount expended for such replacements will be deducted from the following month’s invoice. The Town shall provide documentation to the Contractor detailing the expense.

- D. Residents will be required to use the Contractor's assigned container, except when the Contractor does not provide a replacement container to a resident for reasons acceptable to the Town (repeated damage to assigned container and failure to file a Police Report for a stolen container) and for which written documentation has been provided by the Contractor to the Town as to why a replacement container has not been provided. Residents for whom the Contractor does not provide a replacement container must furnish their own container that is leak proof and has a tight-fitting lid and wheels.

#### 4.2 Refuse and Yard Waste Collection Schedules and Curbside Service

- A. Curbside service for the collection of refuse from each eligible dwelling unit shall be twice a week, on Mondays and Thursdays, throughout the year.
- B. Yard waste shall be collected on Mondays from April 1<sup>st</sup> to December 31<sup>st</sup>, and on Thursdays from January 1<sup>st</sup> to March 31<sup>st</sup>.
- C. The Contractor shall collect Christmas Trees on three (3) consecutive Thursdays after December 25<sup>th</sup>. The Contractor shall maintain this collection schedule for the duration of the Agreement, except with approval from the Town for a change.
- D. The Contractor shall provide walk-up collection service, other than curbside, for residents with special needs as directed in writing by the Town Manager or designee.
- E. Collection days shall not be changed unless as approved in writing by the Town Manager or designee. A written request for a schedule change must be received by the Town at least thirty (30) days before the proposed change. If the Town approves a schedule change, the Contractor shall be responsible for notifying residents of eligible dwellings of the change in collection days, and the duration. Schedule changes due to inclement weather do not require a written request or approval by the Town provided that there exists actual inclement weather as further delineated in Section E below.
- F. The Contractor may delay or suspend collection on a scheduled collection day for inclement weather involving snow and/or ice, problem road conditions, or excessively high winds. The decision to suspend collection shall be tied to a snow emergency declared in effect in Prince George's County by the Prince George's County Executive, the Maryland State Highway Administration or the Maryland State Police. The collection must resume on the next regular collection day; however, no suspension shall last for more than two (2) consecutive collection days, unless the snow emergency is still in effect.
- G. In the event of street repairs or closures, the Contractor shall not disrupt the regularly scheduled day of collections and shall, by the most expedient manner, conduct the work as through no interference exists (e.g., walk out containers), unless otherwise approved by the Town Manager or designee. If the Town closes a road, the Town will provide advanced notice to the Contractor, in which case the Contractor shall complete collections later the same day or the next day.

#### 4.3 Bulk Items Collection Schedule

- A. The Contractor shall pick up bulk items weekly (in addition to the regular twice-weekly refuse pick-up) from all eligible dwellings upon a request from a resident of an eligible dwelling. Bulk items pick-up shall be scheduled on a designated day for once a week collection. Upon receipt of a request, the Contractor shall schedule the pick-up of the bulk items. The Contractor shall develop a system for residents to request bulk items pick-up and to notify residents of the day scheduled for pick-up of their bulk items. The Contractor is required to compile a list of all scheduled bulk items pick-ups weekly and furnish it to the Contract Administrator by email. In addition, the Contractor is required to provide a monthly report of bulk items pick-ups.
- B. Bulk items collection suspended on the scheduled collection day due inclement weather shall be collected by the next bulk items collection day, however no more than seven (7) days after the snow emergency declaration has been lifted. The Contractor shall notify affected residents with a new collection date within that timeframe.
- C. Residents may schedule an unlimited number of weekly bulk item pickups but will be limited to three bulk items per scheduled collection. The Contractor may elect to schedule multiple picks-ups at one time or require the resident to make separate calls for scheduling.

#### 4.4 Key Personnel and Staff

- A. The Contractor shall provide an adequate number of appropriately trained staff, management and supervision to successfully provide the required services. The Contractor shall assign one or more supervisors who will be familiar with collection routes in the Town of Riverdale Park and responsible for all Contractor's activities within the Town. The name and telephone numbers (office and cell) of each supervisor shall be given to the Town Manager.
- B. The Contractor shall at a minimum perform or provide the following:
  - 1. Training of staff on the provisions of this Agreement that pertain to their jobs so that they consistently convey accurate information to residents requesting services.
  - 2. Ensure that all employees provide a high standard of service and exhibit courtesy, consideration and respect in all their dealings with resident customers, the general public and Town officials;
  - 3. Ensure that employees performing collection services exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, return containers to their proper location and position, avoid sidewalks and avoid crossing lawns;
  - 4. Maintain satisfactory standards of employee competency, conduct, appearance

and integrity;

5. Ensure staff are properly licensed in accordance with all applicable laws, codes and regulations;
6. Ensure that employees always wear appropriate attire including safety equipment required by all applicable laws, rules, and regulations, , and carry identification supplied by the Contractor;
7. Ensure that employees do not engage in scavenging, that is, sorting through set-out or collected materials or removing items from set-out or collected materials for personal use or gain; and
8. Take corrective action with respect to problem employees including removal if their conduct is unsuitable or otherwise objectionable or those whose continued employment under the Agreement is deemed to be contrary to the public interest or inconsistent with the best interest of the Town.

#### 4.5 Equipment

- A. The Contractor is responsible for maintaining all collection vehicles in good working order at all times; properly maintained and clean; constructed, maintained and operated to prevent spillage; and, equipped with a dumping mechanism. All collection vehicles used by the Contractor shall be leak-proof and not exceed five (5) years in age. If a collection vehicle fails while completing its route the Contractor shall replace it immediately and continue with the completion of said route. The Contractor shall repair and replace vehicles as required to ensure the availability of the number of vehicles to successfully perform the required services.
- B. All Contractor trash collection vehicles must be able to navigate **all** Town streets and alleys so not to run over or damage curbs, sidewalks and other non-roadway services. The Contractor, specifically the route supervisor, is expected to inspect all routes including alleys and tight turns, to ensure equipment can navigate all roadways and turns within the service area without mounting curbs and damage to property. The Contractor shall be responsible for all damage to private and public property caused by the collection activity.
- C. Each truck shall prominently display the Contractor's company name or logo and phone number. Each truck shall have flashing warning light that can be viewed from all sides.
- D. The Contractor shall provide the number and service type of collection vehicles required to successfully perform the required services. The Contractor shall provide the following information for each collection vehicle within five (5) days of the contract award, and each time a vehicle is added or replaced:
  1. Make/Model/Year;
  2. VIN Number;

3. Vehicle Type;
4. Service Type;
5. Capacity; and
6. Tag Number.

## **5.0 Customer Service**

- 5.1 Quality Customer Service - The Contractor at all times must provide a high-level of customer service demonstrated by accessibility and availability to receive and respond to calls and emails from the Town and resident customers within a timely fashion; response time to resolve resident complaints; employee professionalism; and accuracy in the provision of information in direct contact with Town representatives and resident customers by phone, email and face-to-face.
- 5.2 Help Desk/Call Center - The Contractor shall maintain a help desk/call center to address complaints, non-compliance issues and requests for information regarding scheduling, suspensions of collection, pick-up time for missed pick-ups, etc. The help desk/call center must be open between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, to receive phone calls at a toll-free telephone number from Town officials and resident customers relating to the services provided by the Contractor under this Agreement. The Contractor shall have 24 hours to resolve reported issues, except as otherwise noted in this Agreement.
- 5.3 Online Reporting System - The Town will establish and maintain an online process for recording and forwarding comments, questions, and complaints from resident customers, the Town, and others as appropriate directly to the Contractor. Contractor must provide an email address of one or more employees who will receive, route the report, resolve, and respond. The Contractor must designate one or more customer service employees to monitor and handle emails hourly and that personnel must notify the Town by email immediately upon the resolution of the complaint.
- 5.4 Notification Tags - The Contractor in conjunction with the Town shall develop a Notification Tag, which the Town will reproduce in duplicate and make available to the Contractor to notify resident customers each time refuse, yard waste and bulk items were left uncollected. The Contractor shall report the number of dwelling units from which items were uncollected, and a general description of the uncollected items, daily to the Director of Public Projects and Services, by email.
- 5.5 Quality Control - The Contractor shall strive to avoid missed collections, spillage, damage to property, and poor customer service. The Contractor is required to provide a written description of the company's quality control strategy and program within five (5) days after execution of this Agreement. The program must describe ways for the company to identify and resolve potential and actual problems before a complaint

is lodged. This quality control program shall be put into effect at the start of the Agreement.

- 5.6 Instructions to Residential Customers - The Town will provide instructions to resident customers on requirements for the preparation of refuse, trash, and bulk items for collection and recycling, respectively, and how and to whom to report missed collections and complaints. The Town will also provide information on the Contractor's responsibilities and the complaint process on the Town's website. The Contractor shall also post basic service information under the Town website or its website or via other means as determined by the company.

## **6.0 Communication and Reporting**

- 6.1 The Town and the Contractor shall meet regularly but not less than monthly during the initial contract period and not less than every three months during any subsequent extension, in order to foster effective and open communication, minimize problems especially during implementation of the Agreement, and to provide a forum for discussing and resolving issues, and reviewing performance data. If significant service issues or challenges arise, both parties shall agree to meet more often and confer in good faith at either parties' request to reach a resolution. The Town reserves the right to require meeting attendance by additional Contractor's representatives as needed in order to resolve any outstanding issues. Meetings will be held at Riverdale Park Town Hall.
- 6.2 Contractor shall notify the Town Manager or designee when the situations described below occur, by phone and/or email and within the timeframe noted. The purpose of this requirement is to educate affected resident customers as soon as possible about the situation and when it is expected to be resolved.

Situation	Reporting /Requirement	Method of Reporting
1. An occurrence of any event that may delay or suspend collection (for example, temporary road closures, road repair, inclement weather, equipment failure, etc.), and when collection is expected to resume	Within one (1) hour of a decision to delay or suspend collection	Phone and Email
2. Spillage from collection vehicle that are not immediately cleaned up, and when the problem will be resolved; report nature of the problem and location	Immediately, but no later than thirty (30) minutes from the time of the incident	Phone and Email



Situation	Reporting /Requirement	Method of Reporting
3. The number of dwelling units and their addresses from which items were uncollected and a general description of the uncollected items, and certify that a Notification Tag was left on the uncollected items	At the end of the daily route	Email
4. When damage occurs to public or private property	Immediately following the incident where public or private property is damaged	Phone and Email
5. Residential customer requests a trash container, including reason for the request and dwelling address, when container will be delivered or why container will not be delivered	At the end of the day	Email
6. When a missed collection is picked up, including address(es)	Immediately after the missed pick up is collected; or if multiple missed collections in any given day, then immediately after the last pick up has been completed	Email

- 6.3 The Contractor shall provide the following written reports according to the schedule identified below. All reports shall be electronic and submitted via email to the Director of Public Projects and Services.

Report	Frequency
Resident complaints including date of complaint, address, nature of complaint, outcome and date of outcome	Monthly
Tonnage, reported separately, for regular trash, bulk trash and yard waste collected	Monthly
List of scheduled and completed bulk item pick-ups by address	Monthly
List of missed pick-ups by category (trash, bulk and yard waste) with explanations provided for each missed pick-up	Monthly
Report	Frequency
Number of requests for trash containers and the number	Monthly

supplied	
Number of containers purchased by residents	Monthly
Changes in unit cost of containers for the purpose of reporting to residents the cost of replacement containers when not furnished for reasons approved by the Town	As increases occur

## **7.0 Damage to Persons or Property**

- 7.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to employees on the job and any other persons who may be affected thereby; all work and all materials; and, other property at the dwelling or adjacent thereto.
- A. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall notify the Town Manager or designee and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.
  - B. The Contractor shall be responsible for all repairs and/or replacement of public or private property surfaces, etc., damaged by their employees or equipment during performance of the Agreement.
  - C. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall promptly notify the Town Manager or designee if the specifications are at variance therewith.
  - D. The Contractor shall report any unusual conditions to the Town Manager or designee promptly.

## **8.0 Licensing and Conformance with Laws**

- 8.1 The Contractor shall comply with all applicable County, State and Federal licensing, accreditation and registration requirements and standards necessary for the performance of the Agreement. The Contractor shall be responsible for complying with all statutes, laws, codes, ordinances, regulations, rules and requirements.
- 8.2 The Contractor shall comply with all Federal, State, County and Town laws applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.

## **9.0 Subcontracting, Safety and Licensing**

- 9.1 The Contractor **shall not** subcontract any work to be performed under this Contract.
- 9.2 The Contractor shall comply with the Safety Policy described in Exhibit C.
- 9.3 The Contractor shall maintain a license issued by the State of Maryland for the duration of the Agreement including subsequent Terms.

## **10.0 Performance Standards**

- 10.0 The Contractor shall collect from one-hundred (100) percent of the eligible dwelling units and shall collect one-hundred (100) percent of the contracted refuse, trash, yard waste, and bulk items set out at each dwelling within the Town, on designated collection days, except when such materials are prohibited, improperly prepared/set out, or otherwise non-compliant with established guidelines and requirements; and the Route Monitor shall notify the Town when collection is completed.
- 10.1 The Contractor shall perform contracted collections on the days of the week specified in this Agreement, except in the event of inclement weather or other event beyond the control of the Contractor. The Contractor must obtain approval from the Town before changing a collection day and such approval must be secured thirty (30) days before the date the collection day is changed. The Town may or may not approve the collection day at its own subjective and unfettered discretion.
- 10.2 After each collection where a trash container is used, the container shall be returned to an area above the curb line but out of the sidewalk or pedestrian route, facing the street (with the handle toward the curb), with the lid in an open position.
- 10.3 All overflow of materials properly set out, outside the container shall be picked up at the time of scheduled pick-ups at no additional cost.
- 10.4 The Contractor shall take all precautions to prevent any spillage or materials on private or public property. The Contractor shall clean up the spillage and/or materials within twenty-four (24) hours after notification .
- 10.5 The Contractor shall provide a new container for residents of new and annexed dwelling units and a refurbished or used container to an existing dwelling unit within seven (7) days of receiving a request. The Contractor may provide a temporary container for no more than thirty (30) days, of a different color and/or size or solution for the resident until the required container size and color are available.
- 10.6 Any resident who requests a replacement container due to an alleged theft of a previously issued container must file a report with the Riverdale Park Police Department and obtain a Police Report before receiving a new container. The Town will provide a replacement container to the resident after receiving a copy of the Police Report.
- 10.7 The Contractor will collect compromised containers on Fridays. The Town will post

- this information on its Website. The Contractor may also use a Notification Tag placed on the new container to instruct residents to put their compromised container at the curb for collection on the Friday following receipt of their new container.
- 10.8 The Contractor shall pick up a missed collection the same day, after notification by the Route Monitor that the route is complete, if notified by 2:00 pm but no later than twenty-four (24) hours after notification of a missed pick up, and must notify the Town Manager's designee when the missed collection is picked up. The Town shall act as the parties agree for failure of the Contractor to pick up missed collections with the twenty-four (24) hour timeframe.
- 10.9 The Contractor shall always use a Notification Tag to inform the residential customer of why the refuse, trash, or bulk item was not collected. The Notification Tag must be securely affixed to the trash container, bundle, pile or item that clearly shows the Notification Tag(s) affixed. Failure to leave a Notification Tag as required will be treated as a missed collection.
- 10.10 The Town will provide Notification Tags to the Contractor. The Contractor must request additional Notification Tags once its supply is down to two-hundred (200).
- 10.11 Under no circumstances shall the Contractor's employees/trash collectors engage in staging as defined in this Agreement.

## **11.0 Liquidated Damages**

- 11.1 The Contractor shall provide consistent service, submit all required information and reports within the required timeframes, and consistently provide accurate information. The Town and Contractor have agreed upon liquidated damages that consider the increased administrative and operational cost the Town incurs when the Contractor fails to meet agreed upon performance standards. The Contractor acknowledges the difficulty in determining actual losses the Town will suffer by reason of the Contractor's non-performance, poor performance, or failure to adhere to minimum performance standards; that the accumulated effect of repeated incidents will negatively affect the positive public impact of the Town's solid waste services; and, that because of the increased costs to the Town, liquidated damages shall be proportionate and reasonable. The parties agree that the proportionate and reasonable amounts have been established as liquidated damages and not as a forfeiture or penalty for the Contractor's failure to comply with specific terms and provisions. The Contractor agrees to waive any defense to the validity of any liquidated damages provided for in this Agreement such as, but not limited to, liquidated damages are void as penalties or are not reasonable as related to actual damages.
- 11.2 The Town will assess liquidated damages for each instance of missed collection not picked up within the required timeframe and failure to complete a daily route without a reason acceptable to the Town Manager. Failure to complete a daily route will be determined to occur when more than 3% of the dwellings scheduled for collection on a regular approved schedule for that day are missed by the Contractor.
- 11.3 The following liquidated damages shall apply:

- A. Failure to provide a new 95-gallon container to a new dwelling unit within seven (7) calendar days after receipt of a request - \$50.00 each occurrence and \$20 per each day the container is not delivered
  - B. Failure to provide a replacement, 95-gallon container to an eligible dwelling unit within seven (7) calendar days after receipt of a request on by the next collection day- \$50.00 each occurrence and \$20 per day the container is not delivered
  - C. Failure to leave a Notification Tag on each occasion of non-collection or provide a copy of the duplicate tag to the Town - \$50.00 each occasion
  - D. Failure to notify the Town when the route is 100% completed. – shall result in a warning on the first occurrence during each contract year; \$50, the second occurrence; \$75, the third occurrence; and \$100 each occurrence after the third occurrence
  - E. Failure to pick-up missed collections within 24 hours after a miss is reported to the Contractor - \$100 per occurrence
  - F. Failure to clean up spillage within specified time - \$100 each occurrence
  - G. Failure to complete a route on more than two consecutive collection days or with complaints and evidence of repetitive missing of certain dwellings on its daily schedules, during a three (3) month period - \$250 each occurrence
  - H. Failure to report delays and suspension as required by this Agreement - \$50 each occurrence
  - I. Failure to submit any report required by this Agreement - \$50 each occurrence
- 11.4 Any liquidated damages will be documented by the Town in writing and will be deducted by the Town from the Contractor's invoice for services under the Agreement.

## **12.0 Insurance and Indemnification Requirements**

- 12.1 The Contractor shall procure and maintain at its sole expense Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Workmen's Compensation Insurance with limits no less than that set forth below. The Contractor shall provide the Town with certificates of insurance evidencing the coverage required by this paragraph prior to the Contractor commencing any services for the Town under this Agreement, prior to the commencement of any subsequent term, and promptly after any change in coverage or carrier. Said certificates shall provide that the Town be given at least thirty (30) days written notice prior to the effective date of cancellation or of intention not to renew. The provision of insurance as required herein shall not relieve the Contractor of any responsibility, duty, or obligation otherwise assumed by the company under a contract or imposed by law.
- 12.2 All insurance shall include complete operations and contractual liability coverage and

must name the Town of Riverdale Park as an additional insured, not just a certificate holder.

12.3 Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are enough or adequate to protect the interest or liabilities of the Contractor.

A. Comprehensive General Liability Insurance: Contractor must, at its expense, maintain in force continuously throughout the initial term and each subsequent term comprehensive general liability insurance in the following amounts:

(1) Personal and bodily injury liability insurance with a limit of \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate, where insurance aggregates apply;

(2) Property damage liability insurance with limits of \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate, where insurance aggregates apply.

B. Automobile Liability Insurance: The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles in the following amendments

(1) Bodily injury liability with limits of \$1,000,000.00 each person and \$3,000,000.00 each accident;

(2) Property damage liability with a limit of \$250,000 each accident.

C. Workmen's Compensation Insurance: The Contractor shall comply with all rules, regulations, requirements, and benefits established in law by the State of Maryland for Workmen's Compensation Insurance.

12.4 All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

12.5 The Contractor shall indemnify, defend, and save harmless the Town of Riverdale Park, its appointed or elected officials, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction or control on its behalf in connection with or incident to its performance of the Agreement.

### **13.0 Notice to Proceed**

- 13.1 After execution of the Agreement, the Town will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Agreement shall be initiated, and upon which the time provided in the Agreement for performance of the work shall be commenced. Work done prior to the date set forth in the Notice to Proceed shall be at the Contractor's risk.
- 13.2 Failure by the Contractor to initiate work within five (5) days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Agreement by the Town and other actions in law.

### **14.0 Payments/Reductions**

- 14.1 At the end of each month, the Contractor shall render to the Town Manager or designee, an invoice for payment in such form and containing such information as the Town may require. The Contractor shall be paid each month the per dwelling unit rate multiplied by the number of dwelling units established within the Agreement or increased as required during that month.
- 14.2 The Town Manager or designee shall review the invoice and any necessary reductions (decrease in number of dwelling units or liquidated damages) which must be made in accordance with the conditions of the Agreement. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

### **15.0 Additional Provisions**

- 15.1 Contractor agrees not to discriminate against any person as delineated in the Diversity and Inclusion Statement (Exhibit D), in the performance of this Agreement.
- 15.2 Contractor and Town agree that if either party breaches its obligations under this Agreement the non-breaching party shall be entitled to recover from the breaching party the non-breaching party's reasonable attorney fees and court and litigation costs and expenses incurred in enforcement the non-breaching party's rights under this Agreement or obtaining damages for the breach.
- 15.3 This Agreement is binding upon the Town and Contractor and their respective successors and permitted assigns.
- 15.4 The Agreement shall be governed and interpreted in accordance with the laws of



Maryland, exclusive of its principles regarding choice or conflicts of laws. Any legal proceedings arising out of or in connection with this Agreement shall be brought in a State court having jurisdiction located in Prince George's County, Maryland.

## **16.0 Termination**

16.1 The Town reserves the right to terminate this Agreement at any time for any reason or for no reason, with or without cause, by giving one-hundred twenty (120) days' prior written notice, specifying the effective date of the termination. If the Town terminates this Agreement the Town shall pay Contractor for all services properly and completely rendered by the Contractor prior to the effective date of termination.

## **17.0 Entirety**

17.1 The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

## **18.0 Severability**

18.1 The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a court of competent jurisdiction such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

## **19.0 Counterparts**

19.1 This Agreement may be executed via original, facsimile or electronic (pdf) signatures and in any number of counterparts, all of which when taken together shall constitute an original of one and the same document.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date first above written.

TOWN OF RIVERDALE PARK

BATES TRUCKING COMPANY, INC

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

By: \_\_\_\_\_  
Bruce Bates, Present/CEO

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_





# **Town of Riverdale Park, Maryland**

## **Town Administration**

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

DATE: June 14, 2019

RE: Variance Request for 4606 Queensbury Road (Ward 1)

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### **Action Requested:**

Staff seek direction from the Mayor and Council regarding the Town's position on the requested variances.

### **Background:**

The Town received notice from the Prince George's County Board of Zoning Appeals that Bruce Wernek requested permission to extend the driveway and build a detached garage at 4606 Queensbury Road. Variances of 5 feet front yard depth and 9.9 percent net lot area are requested.

Attached, please find the Notice of Hearing, Application for a Variance, pictures and site plan.

### *Attachments:*

*Notice of Hearing*

*Application for a Variance*

*Photos*

*Site Plan*



# 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 HEARING

Date: May 7, 2019

Petitioner: Wernek Bruce S Living Trust

Appeal No.: V-36-19

Hearing Date: WEDNESDAY, MAY 22, 2019, AT 6:00 P.M. **EVENING**

Place: Zoning Hearing Room #L205  
County Administration Building, Upper Marlboro, Md.

Appeal has been made to this Board for permission to validate an existing condition (dwelling), obtain a building permit to extend the driveway and construct a detached garage on the premises known as Lot 14, Block 34, Riverdale Park Subdivision, being 4606 Queensbury Road, 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 lot shall have a front yard at least 25 feet in depth. Section 27-442(c)(Table II) prescribes that not more than 30% of the net lot area shall be covered by buildings and off-street parking. Variances of 5 feet front yard depth and 9.9 net lot area 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: Petitioner  
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 - 9 2019

14741 Governor Oden Bowie Drive

Upper Marlboro, Maryland 20772

(301) 952-3220

**BOARD OF APPEALS**

Filing Fee Paid: \$ 200.00

CK/M.O. # 4786

By: BRUCE WERNER

4606 QUEENSBURY RD

RIVERDALE 20737

Sign Posting Fee Paid: \$ 30.00

CK/M.O. # 4781

By: SAME

APPEAL NO. V-36-19

(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 Wernek S Bruce Living Trust

(AS SHOWN ON DEED)

Address of Owner(s) 4606 Queensbury Rd

City Riverdale State MD Zip Code 20737

Telephone Number (home) 301-779-6273 (cell) \_\_\_\_\_ (work) \_\_\_\_\_

E-mail address: bruce.wernek@verizon.net

Attorney/engineer/contractor name, address and telephone number (applicant if different from above): (circle one)

nathan zook | Stolitzfus Structures LLC | Atglen, PA 19310  
610 93-7700 | 5075 Lower Valley Rd

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 4606 Queensbury Rd

City Riverdale, MD 20737

b) Lot(s) 14 Block 34 Parcel 0000

Subdivision Name 1750

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

N/A

d) Municipality (Incorporated City/Town) Name Riverdale

What will be/has been constructed on the property? (Variance(s) Required) Construction of detached 20' x 32' garage on property will exceed 30% lot coverage. Total lot coverage with new garage will be 40% per James Stepowany in the M-NCPPC Permit Review Section.

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

Yes \_\_\_\_\_ No ✓

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

Stanley Bruce Wernek  
Signature of Owner/Attorney

Stanley Bruce Wernek  
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/>.

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## FOR COUNTY USE ONLY

Property Zone: R-55 Overlay Zone: \_\_\_\_\_

Has the property in question ever been subject to previous Board, County Council or Zoning Hearing Examiner action? never If so, give Case No.(s)/Decision Date(s) \_\_\_\_\_

Is the property subject to any action by the Planning Board? HAWP HISTORIC AREA  
WORK PERMIT

If so, what type of action? \_\_\_\_\_

Variance(s) requested: Lot Cov., F.T.d

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





A



B

EXH. # (A-F)  
V-36-19





C



D





17



F





4606 Queensbury Rd



Location of Garage (replaces shed) ~40' beyond end of existing driveway



4602 Queensbury Rd



4608 Queensbury Rd

**7722-2019-RG Wernek Detached Garage**

From: Stepowany, James <James.Stepowany@ppd.mncppc.org>

To: bruce.wernek@verizon.net <bruce.wernek@verizon.net>

Date: Thu, Mar 7, 2019 9:00 am

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Mr. Wernek,

Permit 7722-2019-RG for a detached garage at 4606 Queensbury Road has been placed on HOLD for the following reasons:

Permit Reviewer: Jamie Stepowany

7722-2019-RG

Telephone Number: (301) 636-2015

March 7, 2019

Email: [james.stepowany@ppd.mncppc.org](mailto:james.stepowany@ppd.mncppc.org)

Wernek Detached Garage

The following comments were generated from permit review. Any questions or concerns regarding the following should be directed to the reviewer at the phone number provided above. *Further comments may be generated when the appropriate information has been submitted.*

Historic Planning – HOLD – The site is a historic site; PG: 68-004-76, please obtain a Historic Area Work Permit (HAWP). For information about obtaining the HAWP, contact Tyler Smith at 301-952-5902.

The property is zoned R-55 and per Section 27-442(c) Table II of the Prince George's County Zoning Ordinance, the property is limited to 30 percent lot coverage. That's any portion of the property covered with buildings that has a roof and driveways. The property is 10,059 square feet, 30 percent is 3017.7 square feet. The house is 1,674 square feet, the existing and proposed driveway is 1,710 square feet and the detached garage is 640 square feet for a total of 4,024 square feet or 40 percent. A variance from the Prince George's County Board of Appeals must be obtained for lot coverage. For information about obtaining the variance, contact the Board of Appeals at 301-952-3220.

Upload the HAWP and approved variance for further review. Do not accept a new task until both approvals have been obtained.

03-07-19 – Comments emailed to Stanley Wernek at [bruce.wernek@verizon.net](mailto:bruce.wernek@verizon.net) JS

If you have any questions, please don't hesitate to contact me,

Jamie Stepowany

M-NCPPC

Development Review Division

Permit Review Section

## LOT COVERAGE WORKSHEET

NET LOT SIZE 10,059 SQUARE FEET

30 % LOT COVERAGE ALLOWED 3017. SQUARE FEET

<u>STRUCTURE/PARKING</u>	<u>MEASUREMENTS</u>	<u>SQUARE FOOTAGE</u>
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HOUSE \_\_\_\_\_ 1674. \_\_\_\_\_

**GARAGE/CARPORT** \_\_\_\_\_ **640.** \_\_\_\_\_

DRIVEWAY	1704.36
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**PORCH/SUNROOM** \_\_\_\_\_

SHED(S)

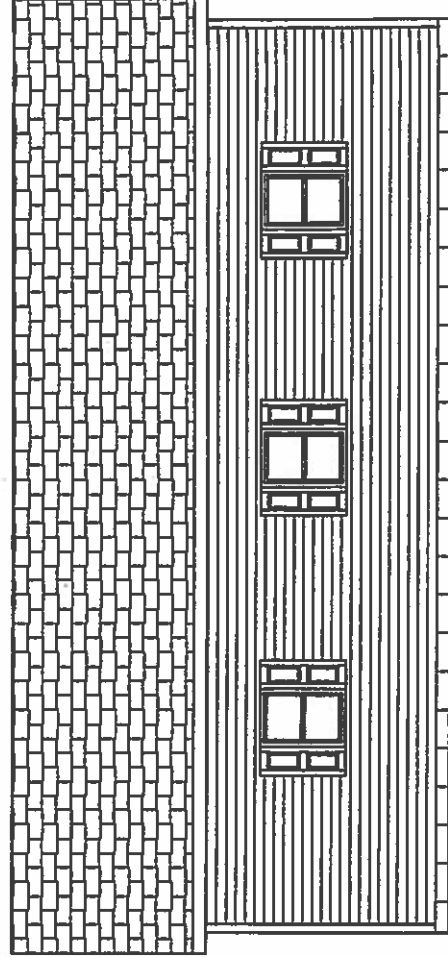
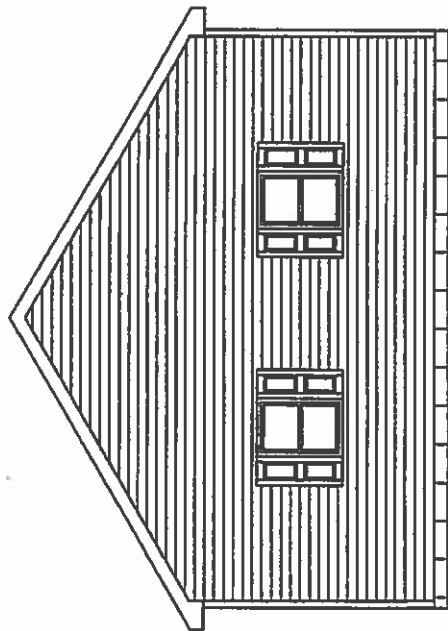
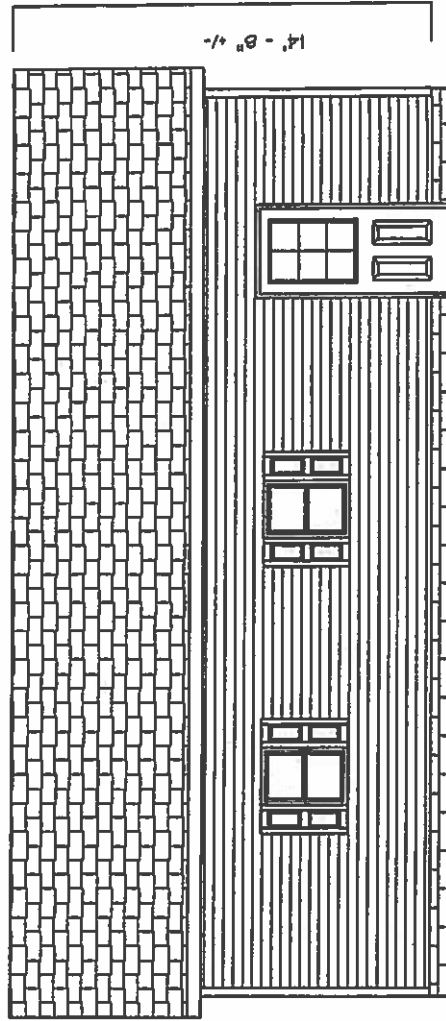
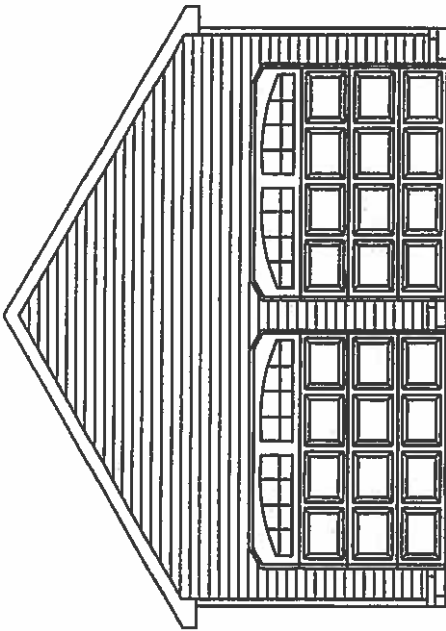
ADDITION(S) \_\_\_\_\_

OTHER: \_\_\_\_\_

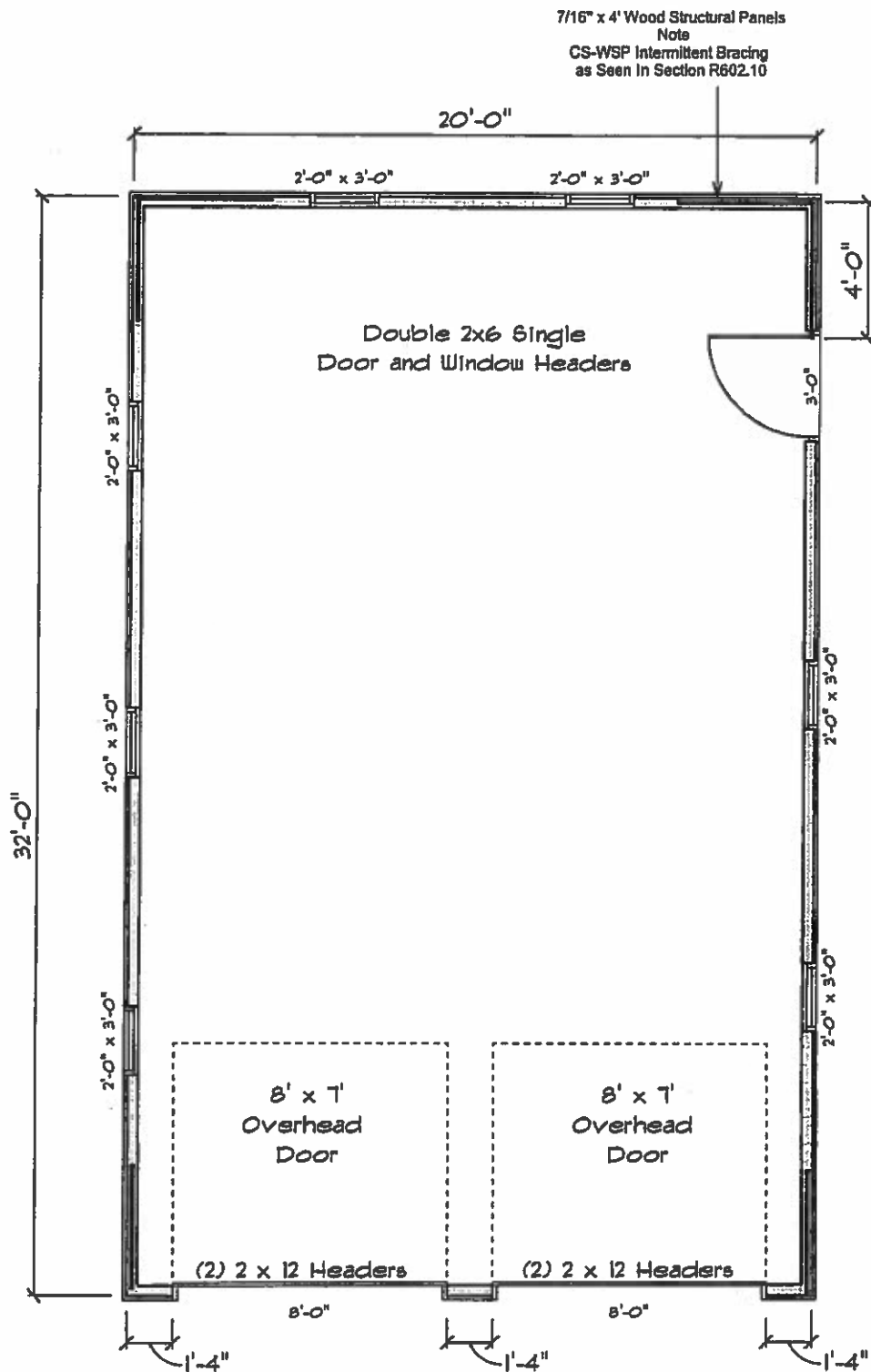
TOTAL LOT COVERAGE 3994

TOTAL % NET LOT COVERAGE	39.9	%
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**TOTAL % OVER NET LOT COVERAGE** 9.9 % (            S.F.)



<b>Construction Notes:</b> Snow Load: 40 psf Wind Load: 115 mph Weathering: Severe Termites: Moderate to Heavy Decay: Slight to Moderate Flood Hazard: see Local Flood Map	<b>Job Name:</b> Bruce Wernick 4606 Queensbury Rd Riverdale, MD 20737	<b>Dimensions:</b> 20X32
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Floor Plan

**Construction Notes:**

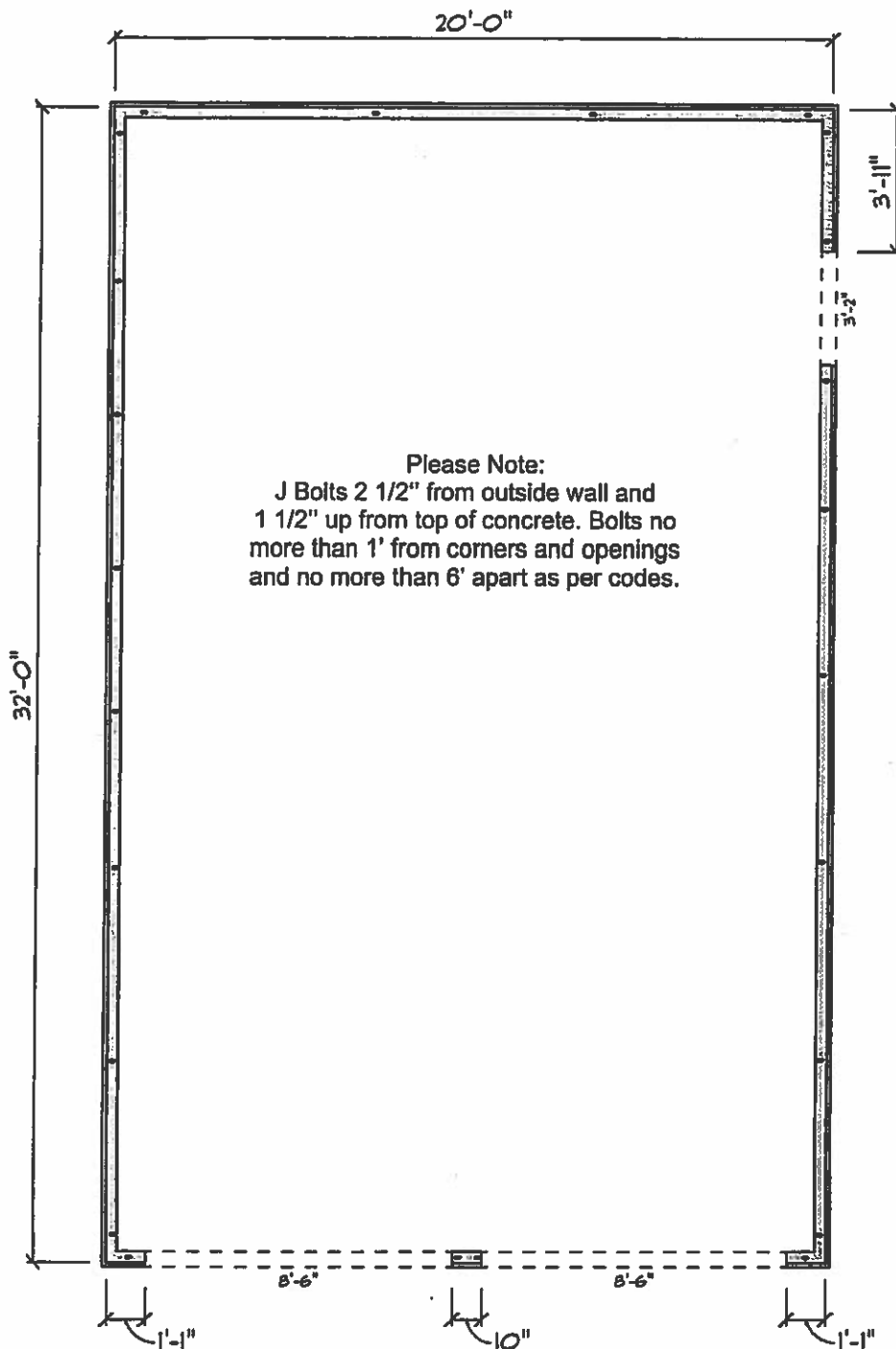
Snow Load: 40 psf  
Wind Load: 115 mph  
Weathering: Severe  
Termite: Moderate to Heavy  
Decay: Slight to Moderate  
Flood Hazard: see Local Flood Map

**Job Name:**

Bruce Wemek  
4606 Queensbury Rd  
Riverdale, MD 20737

**Dimensions:**

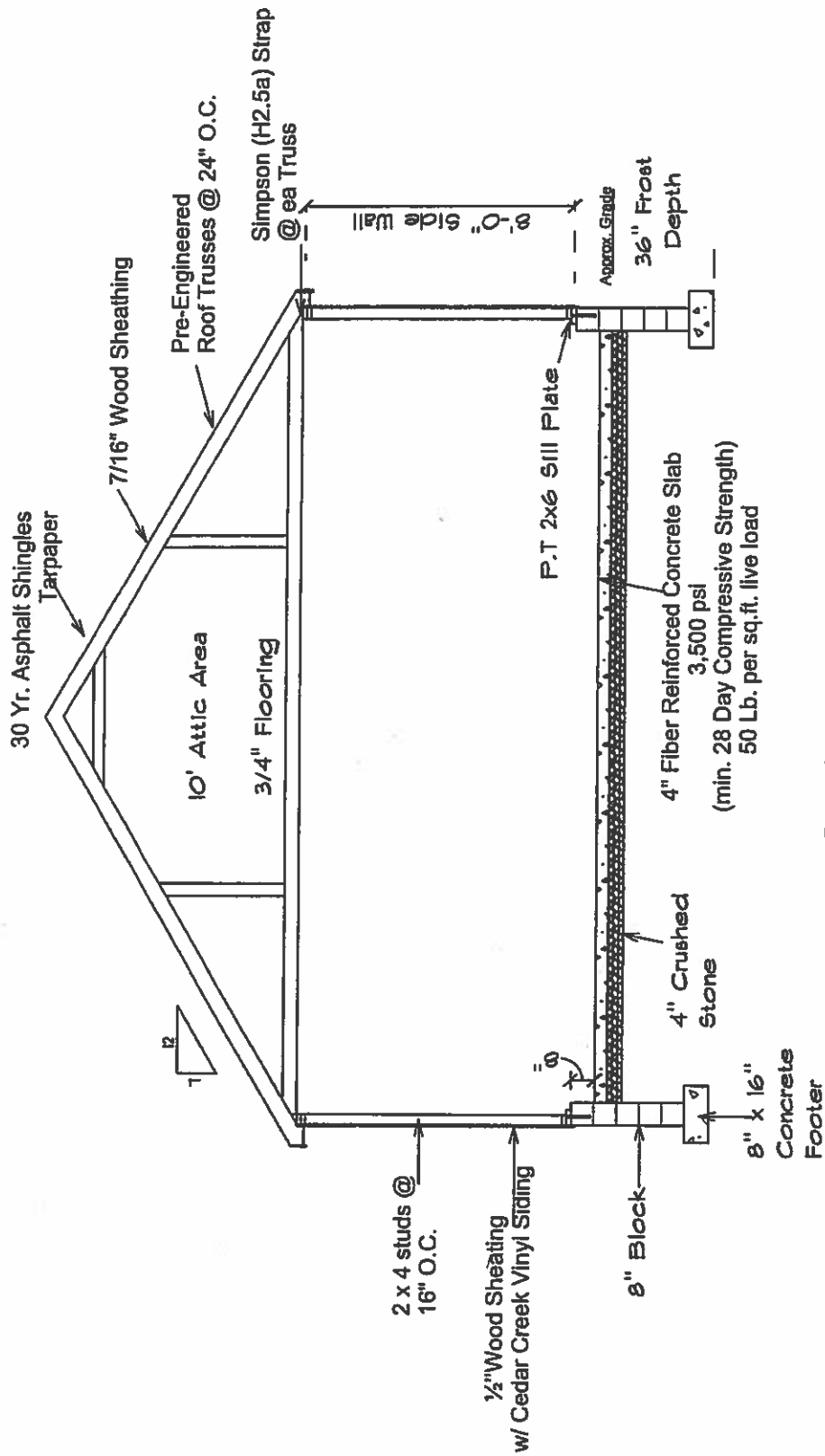
20X32



## Concrete Plan

<u>Construction Notes:</u>	<u>Job Name:</u>	<u>Dimensions:</u>
Snow Load: 40 psf Wind Load: 115 mph Weathering: Severe Termite: Moderate to Heavy Decay: Slight to Moderate Flood Hazard: see Local Flood Map	Bruce Wernick 4606 Queensbury Rd Riverdale, MD 20737	20X32





## Section Detail

### Dimensions:

**20X32**

### Job Name:

Bruce Wernick  
4806 Queensbury Rd  
Riverdale, MD 20737

### Construction Notes:

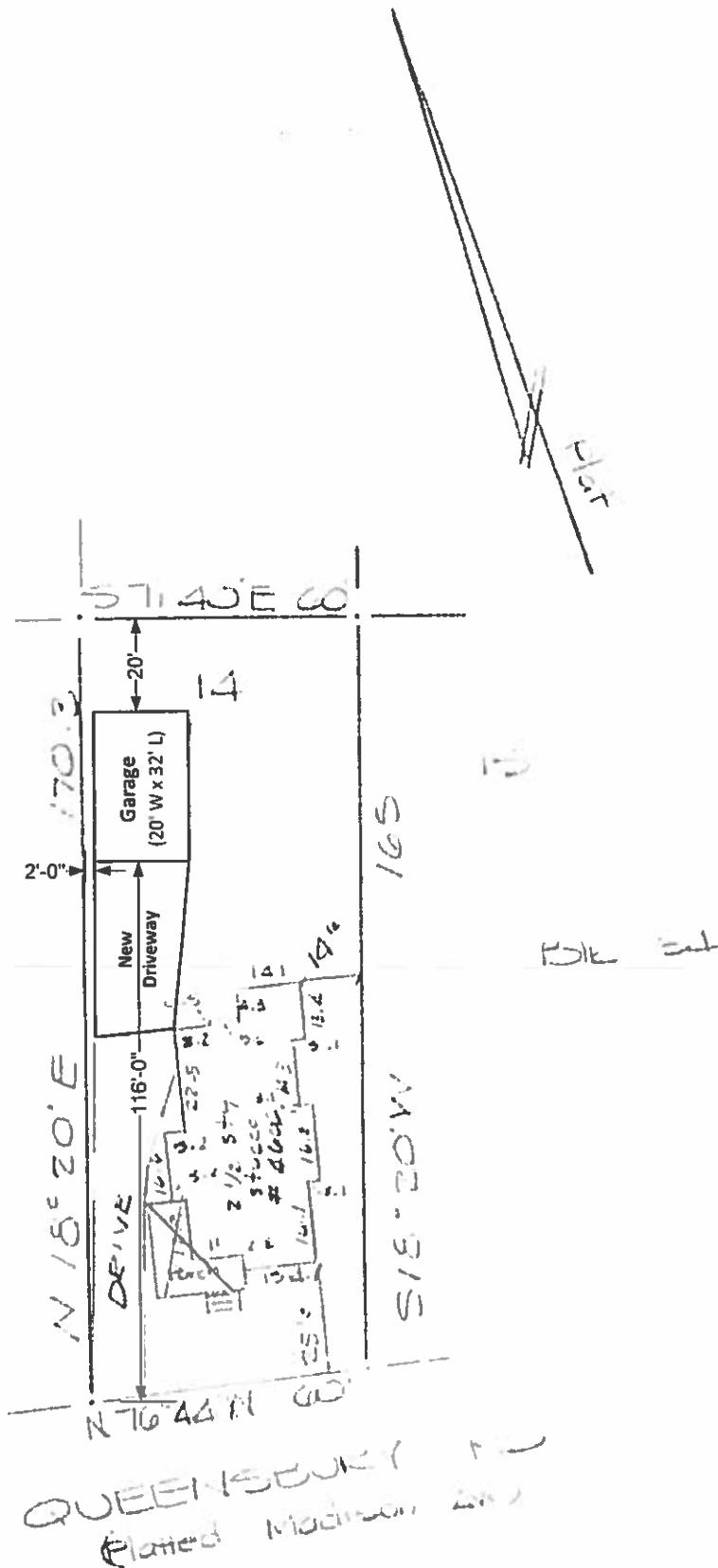
Snow Load: 40 psf  
Wind Load: 115 mph  
Weathering: Severe  
Termites: Moderate to Heavy  
Decay: Slight to Moderate  
Flood Hazard: see Local Flood Map

This survey is made for House Location purposes only  
and is not to be used for determining property lines or  
for location or placing additional improvements  
The existence of property corner markers is not  
guaranteed by this survey

APR 11 2018

Revised

Job No  
FG 450 5



The property shown herein is not within  
Zone A Flood Hazard Area per  
FEMA Flood Insurance Rate Maps.

This is to certify that to the best of my  
knowledge and belief the improvements in-  
dicated hereon are located as shown. This  
is not a property line survey

Note: no title research furnished  
to or done by this company



RECORDED IN FB Δ / 42

House Location  
Lot 14, B/L 32, Sec 1  
RIVERDALE PARK  
Prince Georges Co MD 1101  
For: Lombardi

Scale: 1" = 40'

**RDA**  
REAL ESTATE DEVELOPMENT TECHNOLOGY ASSOCIATES INC.  
ENGINEERS • LAND PLANNERS • LAND SURVEYORS  
15207A MARLBORO PIKE • FORD OFFICE BUILDING  
UPPER MARLBORO, MARYLAND 20772  
PHONE (301) 627-3100



# **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

DATE: June 14, 2019

RE: Suspension of Competitive Bidding Requirement for CIP #20PP01

---

**Action Requested:** Staff recommends that the Mayor and Council find that exigent circumstances exist to suspend the competitive bidding process required by Article VI, Section 623 of the Town Charter to secure engineering services for the continuation of the Longfellow Street Storm Water Management Project (CIP #20PP01).

**Background:** Section 623 requires in part, the solicitation of sealed bids for contracts that exceed \$20,000. The engineering services for CIP #20PP01 are projected to be approximately \$60,000. The Mayor and Council may suspend the competitive bid requirement with four (4) affirmative votes “when, because of emergency or exigent circumstances, and in the opinion of the council, such suspension is reasonably necessary for public policy, health, safety, or well-being.”

Flooding on Longfellow Street between Taylor Road and 48<sup>th</sup> Avenue has been a persistent, ongoing problem for over a decade, partly due to inadequate stormwater infrastructure. Finally, in April 2018, the County funded a flood control and drainage improvement project through its Municipal Participation Program. The project requires engineering services to identify and design a solution to flooding and drainage issues and oversee construction. The contract with the County established a timeline for project completion.

The recent separation of the Town’s previous contracted engineer left the project without a project manager and engineer, immediately after a course of action had been approved by County staff. To avoid a prolonged delay, County staff identified an engineer with whom they have worked successfully on multiple municipal stormwater projects, including several currently underway, and suggested the Town consider the company for the project.

Flooding on Longfellow Street continues to occur with most rain events, which are occurring with increasing frequency. Recent work by a Town contractor to determine the existence, configuration and condition of existing stormwater infrastructure, and cleanout existing facilities to the extent possible, has lessen flooding to a degree. More importantly, the effort generated new information that has helped to redefine the scope of the project and course of action. The timely services of an engineer are needed to manage the project and design improvements including upgrades to current facilities based on this scope and keep the project on schedule. To follow the Town’s competitive bidding process would delay work on the project for several months and cause a loss of momentum.

Staff believes a finding can be made for exigent circumstances given the duration and severity of the problem, loss of the Town's engineer, County due date and opportunity to keep the project on track, and clear course of action ready for implementation.

Staff will be available to answer questions at the Council meeting.