



**Town of Riverdale Park
Legislative Meeting
June 3, 2019
8:00 p.m.**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

Presentation

- Swearing-in of Mayor and Council

Mayor's Report

Town Manager's Report

- Finance Report

Correspondence Summary

Fire Department Report

Council Committee & Ward Reports

Public Comments on Non-Agenda Items and Consent Agenda Items

Consent Agenda

Motion to approve consent agenda items:

1. 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

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)
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
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

Unfinished Business

New Business

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

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

CC: Staff Leadership Team

DATE: May 17, 2019

RE: Fence Permit Request for 5324 Taylor Road (Ward 3)

Action Requested:

Staff seeks input from the Mayor and Council regarding a fence permit request for a 6-foot metal fence at 5324 Taylor Road, pursuant to Chapter 66 of the Town Code.

Background:

The Town received a building permit application from Carroll Lanham for a 6-foot metal fence. The applicant obtained a Prince George's County permit for the work.

Please note the attached materials concerning the proposed work.

Attachments:

Riverdale Park Building Permit Application
Long Fence Plans and Picture of Fencing Material
Prince George's County Permit
Site Plan
Pictures taken by Neighborhood Services



Town of Riverdale Park
Office of Development Services
5008 Queensbury Road
Riverdale Park, MD 20737
(301) 927-6381

RECEIVED
APR 24 2019

County Permit Number: _____
 Town Permit Number: _____

Permit Application

Type of Permit: ☐ Building ☒ Fence ☐ Dumpster / Storage Container ☐ Dumpster ☐ Other

Contact/Applicant: Carroll Lanham 301-458-1111
 (Name) (Phone Number)

Property Information: 5324 Taylor Rd _____
 (Building Number) (Street Name) (Apartment/Suite)

Property Owner Information:

Carroll Lanham _____
 (Name) (Phone Number)

5324 Taylor Rd _____
 (Building Number) (Street Name) (Apartment/Suite)

Riverdale MD 20737
 (City) (State) (Zip Code)

Contractor Information:

Long Fence INC 1910 Betson CT Odenton MD 21113
 (Company Name and Mailing Address)

Vicky Williams _____
 (Contact Person Name and Phone Number)

Description of Work to be Completed:

install approx 139' of 6' high Black ^{aluminized metal} Chain Link Fence
Remove existing approx 139' of 6' high Chain Link

Estimated Cost of the Project: \$3,422

Pod/Storage Container and Dumpster:

Location of requested container: ☐ On Street ☐ Rear Yard ☐ Side Yard ☐ Front Yard

Other: _____ Director of Public Works: ☐ Approved ☐ Not Approved

I affirm under the penalty of perjury that the information contained in this application is true and correct to the best of my knowledge, information and belief.

[Signature]
 Signature

4/24/19
 Date

(Please see reverse side for additional information)

Requirements for Town Permits

Building Permit	
Application Fee:	\$50.00
<i>Final Permit Fee:</i>	
Upon issuance of the Town of Riverdale Park's Permit, the Town permit fee is 75% of Prince George's County Permit fee.	
Required Documents:	
<ul style="list-style-type: none"> • Copy of Prince George's County building permit and application • Copy of approved materials submitted to Prince George's County for review • Copy of receipt from Prince George's County 	

Fence Permit	
Application Fee:	\$50.00
<i>Final Permit Fee:</i>	
Upon issuance of the Town of Riverdale Park's permit, the Town permit fee is 75% of Prince George's County permit fee.	
<i>Required Documents:</i>	
<ul style="list-style-type: none"> • Copy of Prince George's County building permit and application • Copy of approved materials submitted to Prince George's County for review • Copy of receipt from Prince George's County 	
<i>Additional Information:</i>	
<ul style="list-style-type: none"> • Fences that are 6ft and over will require Mayor and Council approval • Fences that are 4ft and below do not require permits from Prince George's County, nor the Town. • Chain link fences are not allowed in the Town of Riverdale Park. 	

Pod/Storage Container	
Application Fee:	\$25.00
<i>General Information</i>	
<ul style="list-style-type: none"> • A container placed on private property can receive the permit the following business day. • A container placed on public property is subject to approval. 	

Dumpster	
Application Fee:	\$25.00
<i>General Information</i>	
<ul style="list-style-type: none"> • A container placed on private property can receive the permit the following business day. • A container placed on public property is subject to approval. 	

Pod/Storage/Dumpsters	
<i>On Residential Property:</i>	
<ul style="list-style-type: none"> • Upon issuance, a permit is granted for 90 days. • Permit may be extended twice for an additional 90 days for \$25 each time in the same 12-month period. • Any further extension will require authorization from the Town Council for a fee of \$25. 	
<i>On Public Property:</i>	
<ul style="list-style-type: none"> • Upon issuance, a permit is granted for 30 days. • Permit may be extended for an additional 60 days for \$50. • Permit may be extended for an additional 90 days for \$75. • Any further extension will require authorization from the Town Council who may determine the the permit fees. 	

For any questions, please contact the Office of Development Services at (301) 927-6381, or permits@riverdaleparkmd.gov.

Thank you for your investment in the Town of Riverdale Park and for growing with us!

(800) 486-4283MHIC # 9615, 9615-01, 9615-02
DC # 2116**LONG FENCE**Long Fence Company, Inc.
1910 Betson Court • Odenton, Maryland 21113
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643
www.longfence.com

Job # _____

Order No. _____

Date 5/4/19Addendum No. 1 To contract dated 3/23/19Buyer's Name: Carroll Lanham

Scope of addendum: _____

Change material: 139' of 6' Hancock metal
Fence2nd payment \$22513rd payment \$2252Cost adjustment (+/-): + 2,631

Method of payment: _____

Additional time required for performance of the work: _____

All other terms and conditions of the previously executed contract remain unchanged.

Long Fence Company, Inc.

William J. Guinan
(Sales Representative's Signature)William J. Guinan
Sales Representative's Printed Name117925
License No.

Buyer(s)

Carroll Lanham
(Signature)

(Signature)

5-4-19
Date

Date

ENTIRE AGREEMENT This Agreement sets forth the entire Agreement between the parties. Any and all prior agreements, warranties, oral discussions, or representations made by either party are superseded by this Agreement. **NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, **RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

WARRANTY: The work will be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year from the date of substantial completion. In addition, Seller will provide labor at no cost to the original owner for replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty. This warranty is not extended to owner provided products.

MATCHING EXISTING PRODUCTS: Unless Buyer provides the Seller with specific information on available source of supply of existing roofing, siding, and other building materials, Seller will use its best efforts to provide matching products from current inventory.

TIMELINESS OF PAYMENT: Failure to meet payment schedule may result in suspension of the work. Buyer expressly grants the Seller a time extension to compensate for time lost resultant from non-payment. If the balance is not paid upon substantial completion, Buyer agrees to pay all costs of collection including attorney's fees in the amount of 30% of the balance owed. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Solely at the Seller's option, any action brought by either party resulting from performance of this contract, or breach thereof, may be resolved through arbitration.

MATERIALS: Unless otherwise noted, lumber is pressure treated #2 Pine, graded in compliance with the S.P.I.B. Inherent wood and composite characteristics including, but not limited to warping, checking, bowing, knots knot holes, wane, rough edges, stamps, markings, and variances in color and board width are not cause for rejection by Buyer. Gate framing lumber is not treated. Chain link materials are in compliance with CLFMI standards.

WORKMANSHIP: Deck boards are not pre-drilled. Manufacturers' recommended fasteners are used. They reduce but do not eliminate mushrooming. Buyer acknowledges that free-standing deck construction will include, to the extent determined necessary by Seller, attachment to the building wall for lateral support. Unless expressly noted, Seller shall select the method of addressing slopes and changes in grades. Fence boards will not be custom sized to eliminate gaps created by uneven terrain.

SURVEY: Buyer is solely responsible for the determination of property lines. A plat provided by the Buyer cannot be considered sufficient information to prevent misalignment or encroachment on neighboring properties. Seller make no claim that its representative are qualified to interpret survey plats. Buyer agrees to indemnify and hold harmless Seller from any resulting claims if Buyer does not obtain a property survey.

UNDERGROUND UTILITIES: Seller will call the Miss Utility service to mark public lines prior to starting the work. Seller accepts no responsibility and shall be indemnified and held harmless by Buyer from liability for damages to private underground utilities and obstructions including, but not limited to electronic fences, pool equipment, drain systems, sprinkler heads, irrigation, plumbing, propane, electrical, septic or other supply or discharge lines. Buyer is solely responsible for marking obstructions that may interfere with the work.

DISTURBANCE CREATED BY THE WORK: Buyer is solely responsible for transplanting or protecting shrubs or other vegetation within five feet of the proposed fence line or within fifteen feet of any portion of the proposed deck/patio that are intended to be unaffected by the performance of the work. Replacement value for any landscaping or plants outside of the limit noted above, that are damaged by the Seller shall be limited to the cost of the item without consideration for associated labor. Sodding, seeding, removal of spoils, lawn restoration and house siding replacement are specifically excluded from the scope of work. Seller's use of Buyer's driveway for purposes of accessing the work site is hereby granted. Seller shall be indemnified and held harmless by Buyer from liability for damages to driveway by trucks or equipment.

PERMITS AND COVENANTS: Seller will comply with all local requirements for building permits, inspections, and zoning. Buyer is to obtain Home Owners Association or other requisite approval for the work, and hold harmless Seller in the event of conflict with a restrictive covenant. Buyer is to advise Seller in writing within 10 days of the date of this contract if any restriction exists.

FINAL PAYMENT DUE UPON SUBSTANTIAL COMPLETION: Buyer agrees to consider the contract substantially complete when Buyer has beneficial use of the product or final inspection is granted when required by local code. The Buyer may arrange to meet with an authorized representative during regular business hours to review the work. Seller's quality control superintendent shall make final determination of substantial completion and compliance with standards of quality and workmanship. Buyer's issuance of final payment or execution of completion certificate or charge authorization for the work may not be withheld for warranty service subsequent to the Seller's determination of substantial completion. Buyer waives any claim of consideration for loss of time, inconvenience, loss of use of premises, nuisance, or other consequential damages arising out of the performance of the contract.

POWDER COATED IRON PRODUCTS: Baked-on polyester finish outperforms regular paint applications. Steel products exposed to the environment are prone to rust. Required touch up will be performed during the installation. Subsequently, some maintenance will be necessary. It is recommended that the integrity of the coating be inspected periodically and that any exposed areas be repaired by Buyer with a rust inhibiting paint.

SELLER'S LIABILITY: The commencement and completion dates are approximate. They are subject at all times to the effect of the weather, floods, emergencies, deliveries or materials, strikes, acts of God, approval of financing, permits, and Home Owners Association, and any other condition beyond Seller's direct control. Such events do not constitute abandonment and are not included in calculating time frames for payment or performance. Seller makes no warranties, express or implied, as to the products' merchantability or fitness for any particular purpose.

ADDITIONAL WORK: The contract price stated herein includes only the items described in this Agreement. Any extra work requested by Buyer shall be charged in addition to such contract price. Seller shall advise Buyer of the additional charge prior to the commencement of any extra work. Costs for replacement or concealed members of the existing structure that are exposed during construction and found to be deteriorating, damaged, or not up to current codes are not included in this contract price. Unless expressly noted, electrical work, lighting and other fixtures including, but not limited to those that may be required at the time of final inspection are not included in this contract price. Unless expressly noted, excavations in excess of 48" for deck support post footings if unsuitable soil conditions are encountered are not included in this contract price.

NON COMPLETION OF AGREEMENT: In the event Buyer prevents Seller from performing the work or otherwise breaches this Agreement after Buyer's right to rescission has expired, Buyer shall be responsible for all cost associated with preparation and/or partial performance of the work including, but not limited to materials, fabrication, labor, permits, surveys and 15% of the contract price as an administrative fee. The administration fee is waived, except for costs associated with surveys and filing fees, only if the cancellation is caused by lack of availability of financing or disapproval by homeowner's association or other permitting authority.

SECURITY DEFAULT: Buyer hereby grants Seller a security interest in the goods sold hereunder to secure all obligations of Buyer to Seller under this Agreement. Seller shall have all the rights of a secured party under the Uniform Commercial Code.

DISPUTE RESOLUTION: Buyer and Seller waive claims against each other, for consequential or punitive damages arising out of, or relating to, this Agreement. At the Seller's sole option, any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association.

METHOD OF PAYMENT: Payment hereunder may be made by cash or the transaction may be financed. If Seller is unable to arrange such financing, Buyer shall have 15 days after notice to elect to pay cash; otherwise, this Agreement will be canceled and any money paid to Seller will be refunded.

USE OF SIGNS AND PHOTOGRAPHS: In consideration of \$10.00, which is incorporated into the contract price, Seller and its representatives are hereby authorized to mount and prominently display a Long Fence sign on the completed installation; and further, to photograph the work and Buyer's property. Seller shall have ownership of the photographs. Seller retains the right to create, display, reproduce and distribute the photographs and all derivative works thereof, in all media, in perpetuity.

ALL HOME IMPROVEMENT CONTRACTORS MUST BE LICENSED BY THE MARYLAND HOME IMPROVEMENT COMMISSION. IF YOU HAVE ANY QUESTIONS, CONTACT THE MARYLAND HOME IMPROVEMENT COMMISSION, 500 NORTH CALVERT STREET, BALTIMORE, MARYLAND 21202-3651 AT (410) 230-6309.

(800) 486-4283

MHIC #0615, #0615-01, #0615-02
DC #2116

LONG FENCE

Long Fence Company, Inc.
1910 Belton Court • Odenton, Maryland 21113
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643
www.longfence.com

Job No. 19CR334

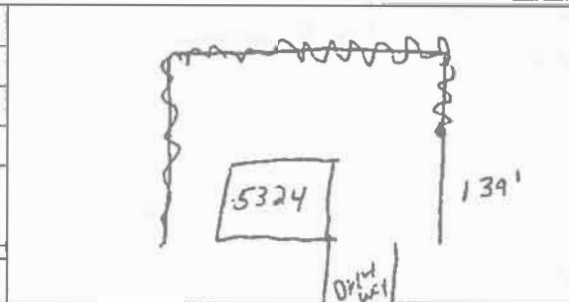
Order No. 670126

Customer No. 233461

Date 3/23/19



BUYER'S NAME: Carol Lanhom
STREET: 5324 Taylor Road
CITY: Riverdale MD ST: MD ZIP: 20737
COUNTY: PG MAP Page/Grid:
HM PH: 274 WK PH. MR. MS. LEAD #:
CELL: 19RC946
E- 19RC946



Long Fence Company, Inc. (Herein called Seller) proposes to furnish materials, labor and equipment to install:

Approximately 139' of 6 high Black vinyl Chain link Fence Chain Link Fence.
The fabric is 2' mesh 9 gauge fabric. The top rail is to be 1 1/2" o.d. X 1 1/2" o.d.

The line post(s) are to be X 1 1/2" o.d. 2" o.d. The terminal post(s) are to be 2" o.d.

There is/are to be 1 single gate(s) approximately 12-12' wide x 6' high. There is/are to be 0 double drive gate(s) approximately 12-12' wide x 6' high. The gate(s) post(s) are 2 1/2" o.d.

All posts are to be set approximately 12-12' in the ground and secured with a concrete collar mechanical anchors.

Seller (Xwill) (will not) take down and haul old fence of approximately 139 feet.

Seller (Xwill) (will not) obtain all permit(s).

Buyer to supply Seller with copy of house plat. (For permit use only.)

Property pins exposed? yes X no Buyer to stake? yes no Order survey? yes no

Additional options:

Price does NOT include removing and re-erecting
Electrical conduit currently attached to fence. That
cost will be covered on month's regarding that.

Estimated Monthly Investment

Per Month

With Approved Credit

\$3102.00

Additional Information or Remarks:

Tie into existing 6' Black vinyl Chain Link.

Total Contract Price

Deposit With Order

Due on Day Materials are Delivered

Due on Day of Substantial Completion

And/or Balance Financed

PG Permit = 270.00 Local Permit = 50

Work to begin approximately 3-4 wks Work to be completed approximately 1-2 DAY

This projection is contingent upon obtaining approved financing, permits, H.O.A., and other conditions beyond Seller's control.

Estimate valid for 30 days for purpose of acceptance by the buyer. ADD 100.00 TO repair year gate. w/19

Buyer agrees to pay for the goods, services and installation referred to above in accordance with the terms of this Agreement.

Buyer acknowledges that before Buyer signed this Agreement, Seller submitted the Agreement to Buyer with all blank spaces filled in and that buyer had a reasonable opportunity to examine it and that thereafter a legible executed and completed copy thereof was delivered to Buyer. Buyer has read and understands both the front and reverse sides of this Agreement, and agrees to the terms and conditions as set forth herein.

Long Fence Company, Inc.

(Sales Representative's Signature)

Sales Representative's Printed Name

License No.

Buyer(s)

(Signature)

Date

(Signature)

Date

BUYER'S RIGHT TO CANCEL: You the buyer may cancel this transaction at any time prior to midnight of the 5th business day after the date of this transaction, or midnight of the 7th business day after the date of this transaction if you are 65 years of age or older. If APR 01 2019 and within the time period noted above, the seller may not keep any of your cash down payment.

Form #522 (Rev 10/2015)

DISTRIBUTION: WHITE Original/Office Copy • YELLOW: Customer's Copy • WHITE Dept Copy • PINK Estimator's Copy

Over 60 Years of Excellence



Heritage™ series aluminum fencing offers the beauty and protection of traditional wrought iron without the maintenance.

Hancock Aluminum Fencing

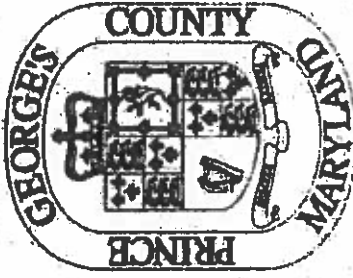
PRINCE GEORGE'S COUNTY

PERMIT

ISSUANCE DATE : Apr-10-2019

EXPIRATION DATE :

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT PERMITTING CENTER
9400 PEPPERCORN PLACE, 1st FLOOR, LARGO, MD 20774 (301) 883-5900

**PROPERTY OWNER**

CARROLL LANHAM
5324 TAYLOR RD
RIVERDALE, MD 20737
(301) 799-5324

CONTRACTOR

LONG FENCE
1910 BETSON CT
ODENTON, MD 21113
LICENSE NUMBER: 9615-01
(800) 486-4283

OCCUPANT

ARCHITECT

TYPE OF PERMIT :	DPIE RW	HEIGHT FT :	
WORK DESCRIPTION :	FENCE - 6' HIGH	WIDTH FT :	
EXISTING USE :	SFD	DEPTH FT :	
USE (MNCPPC ZONING) :	FENCE	NO STORIES :	
SUBDIVISION :	EDMONSTON	DWELL UNITS :	
OWNERSHIP :		PARKING SP :	
LIBER :	20000	LIVE LOAD :	
FOLIO :	721	USE GROUP :	
ED/ACCT NO. :	19 / 2126258	TYPE CONST. :	
LOT :	24		
BLOCK :	71		
TAX MAP :	042		
\$CD :			
SPEC EXCEPT. :			
Conditions			

COLD AND WIND LOAD
 SHEAR RIGIDITY
 STRUCTURE
 SEWER
 WATER
 HEATING
 PARCEL

ELECTRICITY :
CENTRAL A/C :
ELEVATOR :
ESCALATOR :
BASEMENT :
BOILER NUMBER :
CBCA :
HISTORICAL :
SIGN NUMBER :

Must comply with Sec. 27-420. Fences and walls. Please note: Except for fences less than four (4) feet in height, fences not requiring a permit, and fences on land assessed as agricultural uses, all structural support (vertical posts and horizontal rails) shall face the interior of the subject lot.

As outlined in County Code Subtitle 4-111, no work shall be performed during the hours of 9:00 p.m. to 7:00 a.m., unless work is performed pursuant to Section 4-120 of this Subtitle.

Only the Licensed Contractor or Homeowner, named on the Permit as contractor, is permitted to perform the scope of work on the permit at the address specified.

THIS PERMIT IS VOID SIX (6) MONTHS FROM DATE ISSUED IF CONSTRUCTION HAS NOT STARTED, HAS BEEN SUSPENDED OR DISCONTINUED UNLESS OTHERWISE INDICATED

Melinda Bell

INSPECTION APPROVALS

WILLIAM J. BRYANT

HEALTH

ELECTRICAL

PLUMBING

FIRE MARSHAL

APPENDIX

Melinda Bolling

TOWN OF RIVERDALE PARK
5008 QUEENSBURY RD
RIVERDALE, MD 207371926 US
3019276381
psmith@riverdaleparkmd.gov
www.townofriverdaleparkmd.gov

Invoice

TS



BILL TO

Carroll Lanham
Long Fence INC
5324 Taylor Rd
Riverdale Park, MD 20737 PGC

4-24-19

SHIP TO

Carroll Lanham
Long Fence INC
5324 Taylor Rd
Riverdale Park, MD 20737 PGC

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
FY 2019-B-177	04/24/2019	\$0.00	05/09/2019	Net 15	

ACTIVITY	QTY	RATE	AMOUNT
PERMITS:BPA Building Permit Application Fee	1	50.00	50.00
PAYMENT			50.00
BALANCE DUE			\$0.00

PAID











Town of Riverdale Park
Public Hearing regarding Tax Rate
May 6, 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

Jessica Barnes, Town Clerk
Kevin Simpson, Development Services Director
Ivy Lewis, Public Projects and Services Director

Call to Order

Mayor Thompson called the public hearing to order at 8:20 p.m.

Mayor Thompson read the notice that was advertised in the *Enquirer-Gazette* on April 25, 2019, and asked for public comments.

There were no public comments.

Adjournment

Mayor Thompson closed the public hearing at 8:30 p.m.

Town of Riverdale Park
Legislative Meeting Minutes
May 6, 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

Jessica Barnes, Town Clerk
Kevin Simpson, Development Services Director
Ivy Lewis, Public Projects and Services Director

Call to Order

Mayor Thompson called the Legislative Meeting to order at 8:30 p.m.

Pledge of Allegiance

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

Approval of Agenda

CM Lingua made a motion to approve the agenda as amended. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

Mayor Thompson recommended the following changes to the agenda:

1. Move all reports to the end of the agenda prior to adjournment.
2. Change Consent Agenda Item 2 to reflect approval with the condition that the applicant procure and install a rain barrel to offset the additional lot coverage.
3. Add Consent Agenda Item 5: Established the Town of Riverdale Park as a co-sponsor of Trolley Trail Day on June 8, 2019, and to authorize the Town Manager to make the appropriate arrangements as needed.
4. Move Legislative Action Item 4 to Consent Agenda Item 6
5. Move Legislative Action Item 6 to Consent Agenda Item 7 with the change to read: Motion to authorize the Town Manager, in consultation with the Mayor, to send a letter to Washington Metropolitan Area Transit Authority (WMATA) Board of Directors opposing sale of parcel on Baltimore Avenue and Albion Road

Presentation

Proclamation for Public Works Week

Mayor Thompson read a proclamation, in English and in Spanish, recognizing May 19 to May 25, 2019 as Public Works Week in the Town of Riverdale Park. Operations Manager James Davis accepted the proclamation on behalf of the Department of Public Works.

Election Judges Report

CM Dixon made a motion to adopt the report from the Election Judges. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Chief Election Judge Geraldine Gee thanked everyone for coming out to vote and reported the following:

Alan Thompson received 303 votes
Marsha Dixon received 74 votes
Spiro Dimakas received 33 votes
Aaron Faulx received 106 votes
David Lingua received 51 votes
Christopher Henry received 39 votes
Colleen Richardson received 9 votes
Hala Mayers received 10 votes

There were 329 total voters and 10% of all registered voters voted in the May 6th election.
There were 27 same-day voter registrations.

The Council thanked the Election Judges for their service.

Correspondence Summary

The Correspondence Summary was included in the meeting materials.

Mayor's Report

Mayor Thompson thanked everyone who came out to vote and the Election Judges for their service. Mayor Thompson also expressed his appreciation for the opportunity to serve for another 2-year term.

Acting Town Manager's Report

Mayor Thompson stated that Acting Town Manager Smith was unable to attend the meeting due to a family emergency.

Town Clerk Barnes reported:

- Economic Development Week activities: Reception on May 8th at 5:30 p.m. prior to the Business Association Meeting and businesses invited to provide profiles to be promoted on the Town's social media platforms
- Council Orientation scheduled for May 13 and Town Attorney Fred Sussman would be attending
- Council Work Session will be held on May 20
- Town Hall and the Department of Public Works will be closed on May 27th

Finance Report

Town Clerk Barnes reported, as of April 30, 2019, subject to audit:

Expenses: \$694,438

Revenue: \$236,346

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

Fire Department Report

The Fire Department's report was included in the meeting materials.

Council Committee & Ward Reports

Mayor Thompson reported that CM Mayers and CM Richardson were unable to attend the meeting due to illness and a family emergency.

CM Marsha Dixon, Ward 1

CM Marsha Dixon reported that Trolley Trail Day would be held on June 8th and a Teacher Appreciation event would be held on May 7th at Riverdale Elementary School.

CM Aaron Faulx, Ward 2

CM Aaron Faulx thanked Ward 2 voters and stated that he was looking forward to the opportunity to continue to serve. CM Faulx also thanked his wife, Mayor Thompson, and Sarah Weyland.

CM David Lingua, Ward 3

CM David Lingua reported:

- CKAR CDC would meet on May 14th
- May 18th CKAR CDC Capital Campaign would begin
- Received correspondence from CM Glaros regarding the Purple Line issue discussed at a previous meeting and requested that the information be placed on the Town's website, if there were no objections
- Thank you to Ward 3 voters

CM Christopher Henry, Ward 4

CM Christopher Henry thanked his constituents and stated that he was looking forward to serving for the next two years.

Public Comments on Non-Agenda Items and Consent Agenda Items

There were no public comments.

Consent Agenda

Motion to approve consent agenda items:

1. Fence Permit Request: 5702 Riverdale Road; 6-foot vinyl fence (Ward 4)
2. Authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals regarding variance request for 4504 Queensbury Road; variances of 17 feet front yard depth for the dwelling, 19 feet front street line setback 58 feet front street line setback both abutting Beale Circle for an accessory building and of 7.7% net lot coverage (Ward 1)
3. Authorize Town Manager to send a letter to Prince George's County Department of Permitting, Inspections, and Enforcement in support of Food Truck Hub at Town Center Market
4. Minutes: April 1, 2019 Legislative Meeting, March 25, 2019 Work Session, and February 4, 2019 Legislative Meeting
5. Establish the Town of Riverdale Park as a co-sponsor of Trolley Trail Day on June 8, 2019, and to authorize the Town Manager to make the appropriate arrangements as needed.
6. Authorize the Town Manager to send a letter of support regarding stop signs in Town of Riverdale Park- Riverdale Park Station (TRP-RPS)
7. Authorize the Town Manager, in consultation with the Mayor, to send a letter to Washington Metropolitan Area Transit Authority (WMATA) Board of Directors opposing sale of parcel on Baltimore Avenue and Albion Road

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

Legislative Action Items:

1. Introduction of Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget

CM Lingua introduced Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget and read the purpose section of the ordinance.

2. Motion to adopt Ordinance 2019-OR-04 regarding Competitive Negotiated Sale of 4603 East West Highway

CM Lingua made a motion to adopt Ordinance 2019-OR-04 regarding Competitive Negotiated Sale of 4603 East West Highway. The motion was seconded by CM Dixon. Vote: 3-0-2 (favorable, Mayor Thompson and CM Henry abstained)

3. Motion to authorize Public Projects and Services Director Ivy Lewis to issue and sign checks if the Acting Town Manager is for any reason unavailable to issue and/or sign checks, effective May 6, 2019

CM Faulx made a motion to authorize Public Projects and Services Director Ivy Lewis to issue and sign checks if the Acting Town Manager is for any reason unavailable to issue and/or sign checks, effective May 6, 2019. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

Mayor Thompson discussed the reason that legislative action was needed.

Sheila Smith, of 5001 Riverdale Road, asked if there would be changes after the Town Manager returned from leave. Mayor Thompson stated that the legislative action specified that the authorization to sign checks was based on an Acting Town Manager being in place. Ms. Smith asked if the Mayor was authorized to sign checks and Mayor Thompson stated that he was not authorized to sign checks as part of the change in the form of government.

4. Motion to repeal and replace Resolution 2019-R-03 appointments to Board of Election Appeals for the May 6, 2019 Town election

CM Lingua made a motion to repeal and replace Resolution 2019-R-03 appointments to Board of Election Appeals for the May 6, 2019 Town election. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson)

Discussion:

Mayor Thompson read the names that were added to the resolution.

Unfinished Business

There was no unfinished business.

New Business

Renaming of MARC Train Station

Mayor Thompson discussed changing the name of the MARC Train Station and the timing of the change.

Adjournment

CM Lingua made a motion to adjourn the meeting at 9:07 p.m. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable, Mayor Thompson abstained)



Town of Riverdale Park, Maryland

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

DATE: May 31, 2019

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

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 had 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/>.

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



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

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
Telephone Number: (301) 636-2015
Email: james.stepowany@ppd.mncppc.org

7722-2019-RG
March 7, 2019
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 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)

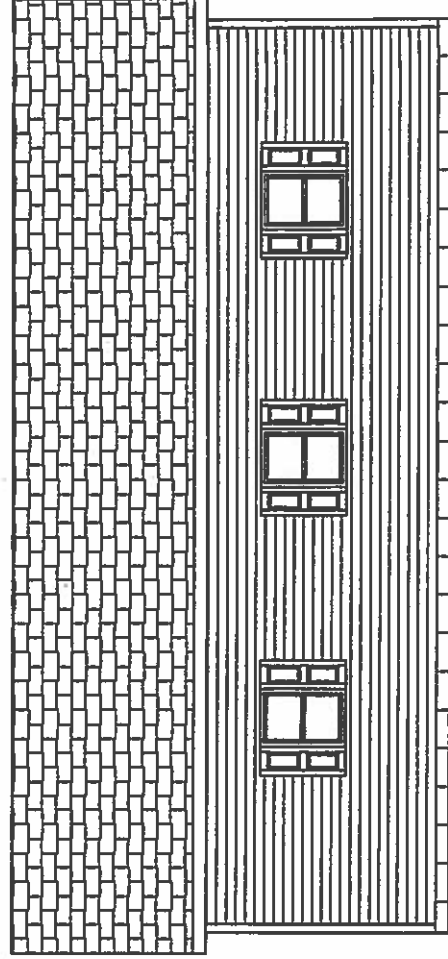
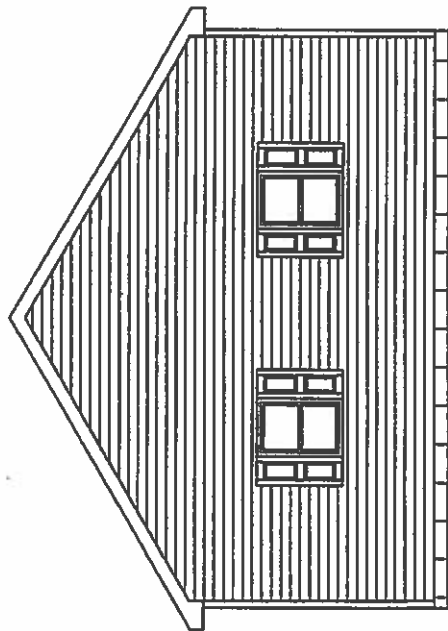
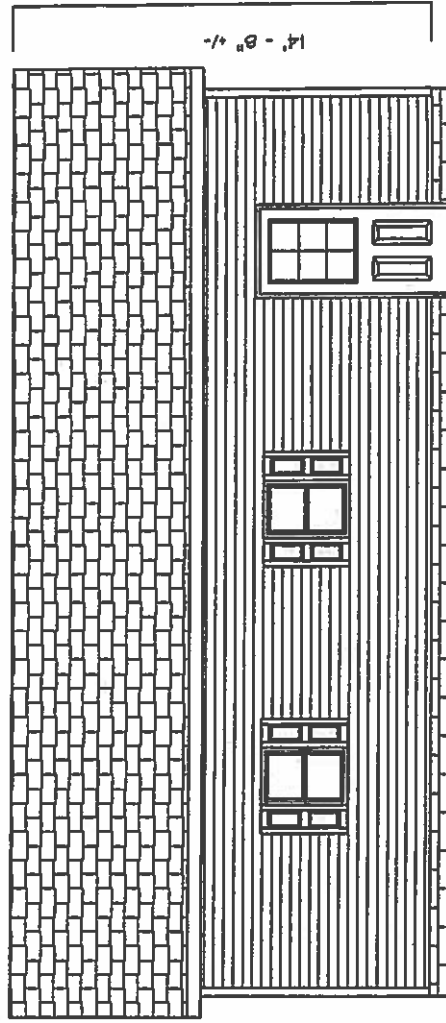
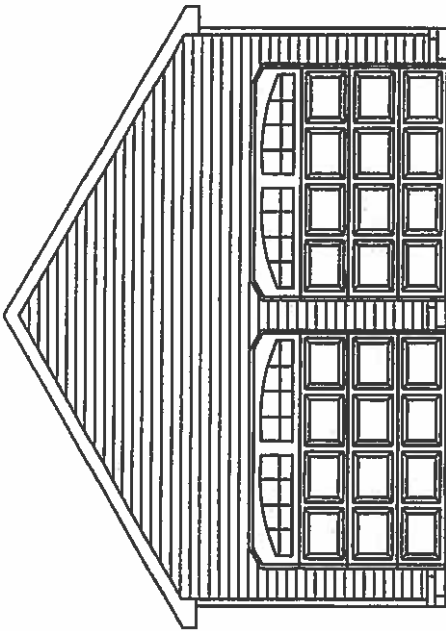
ADDITION(S) _____

OTHER: _____

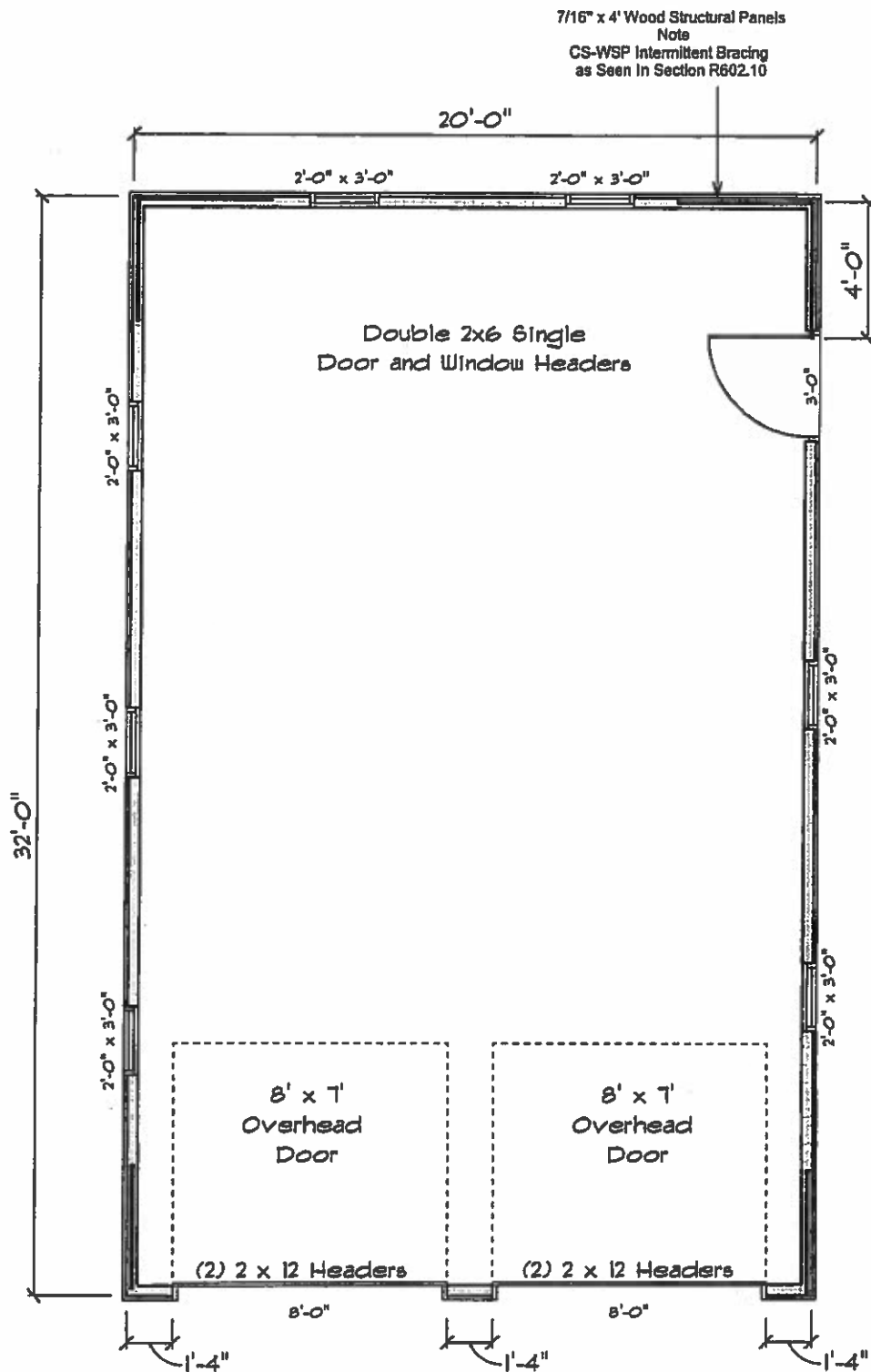
TOTAL LOT COVERAGE 3994

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



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	Job Name: Bruce Wernick 4606 Queensbury Rd Riverdale, MD 20737	Dimensions: 20X32
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Floor Plan

Construction Notes:

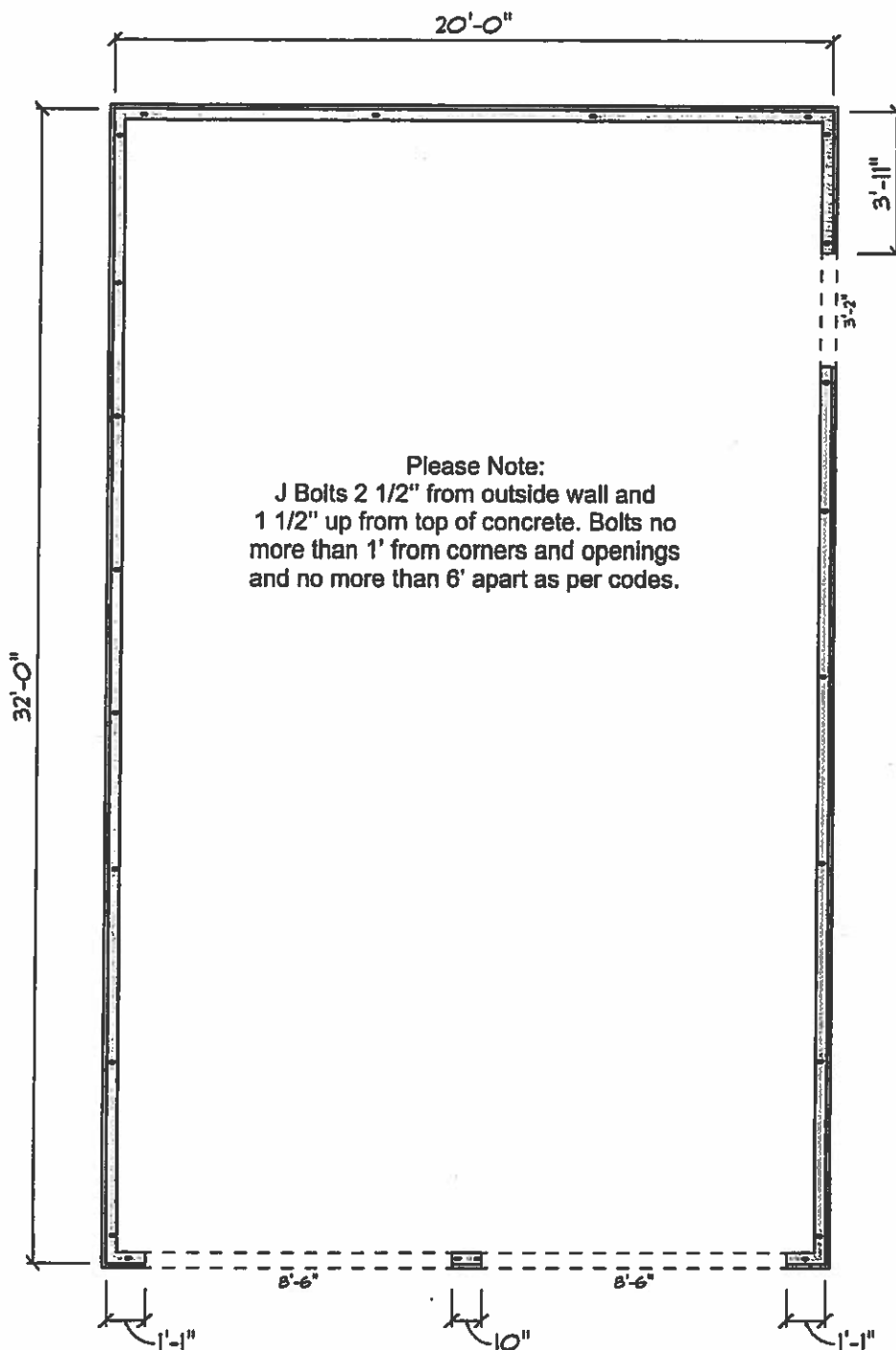
Snow Load: 40 psf
Wind Load: 115 mph
Weathering: Severe
Termite: Moderate to Heavy
Decay: Slight to Moderate
Flood Hazard: see Local Flood Map

Job Name:

Bruce Wemek
4606 Queensbury Rd
Riverdale, MD 20737

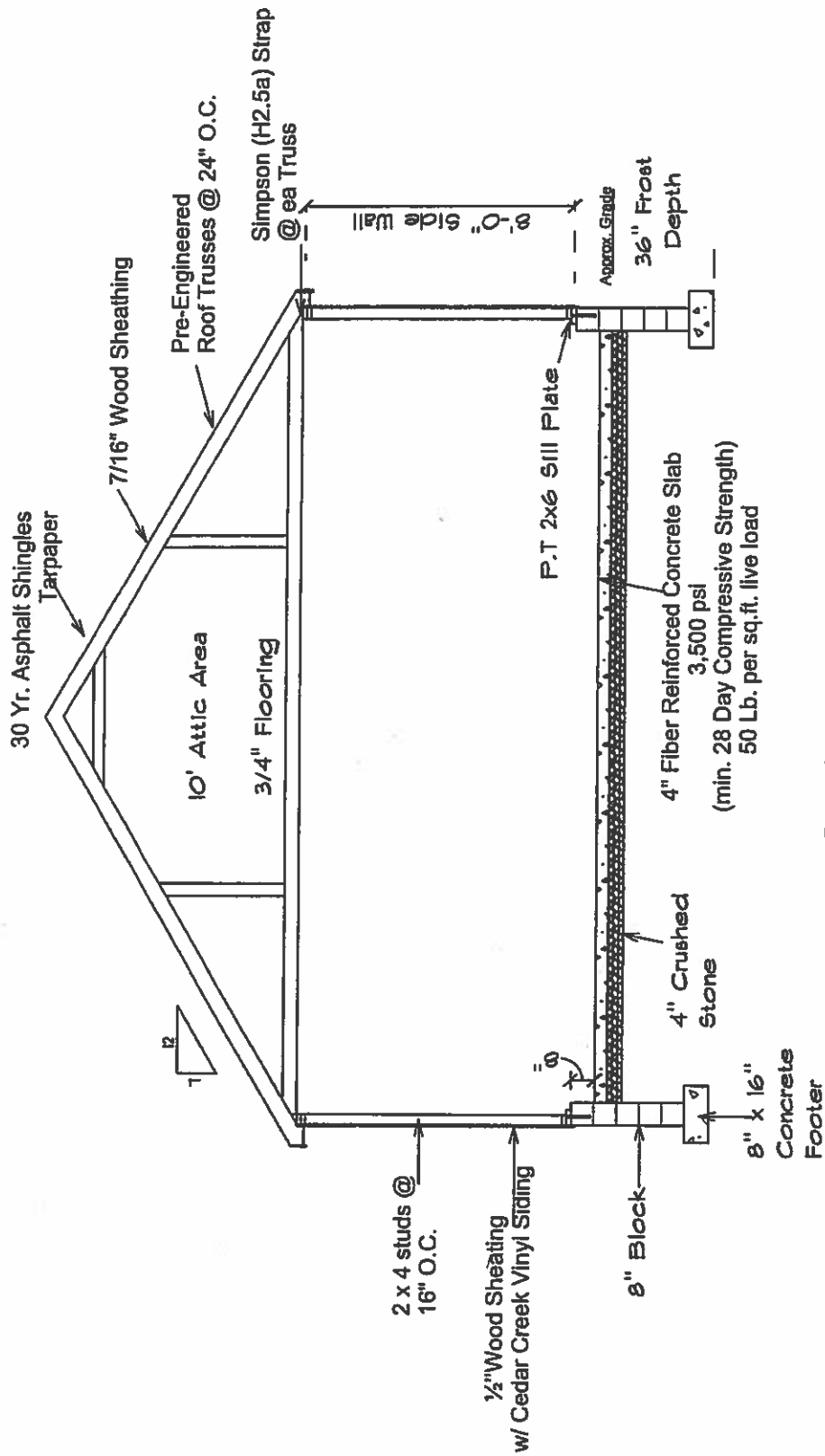
Dimensions:

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:

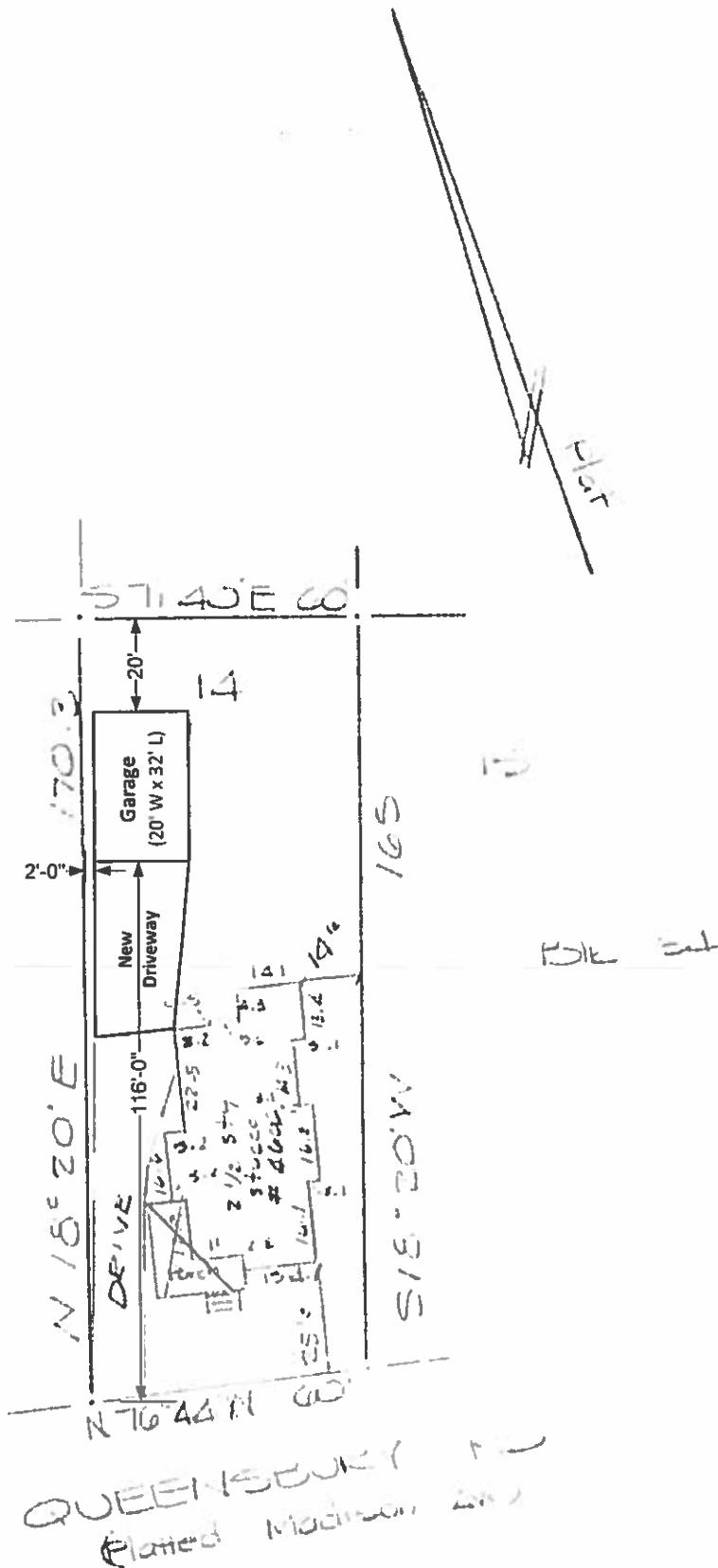
Snow Load: 40 psf
Wind Load: 115 mph
Weathering: Severe
Termites: Moderate to Heavy
Decay: Slight to Moderate
Flood Hazard: see Local Flood Map

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 or B 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
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

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: May 31, 2019

RE: Closure of Town Center parking lot from 12 a.m. to 10 p.m. on June 15, 2019 for
Countdown to the Centennial Kickoff Event

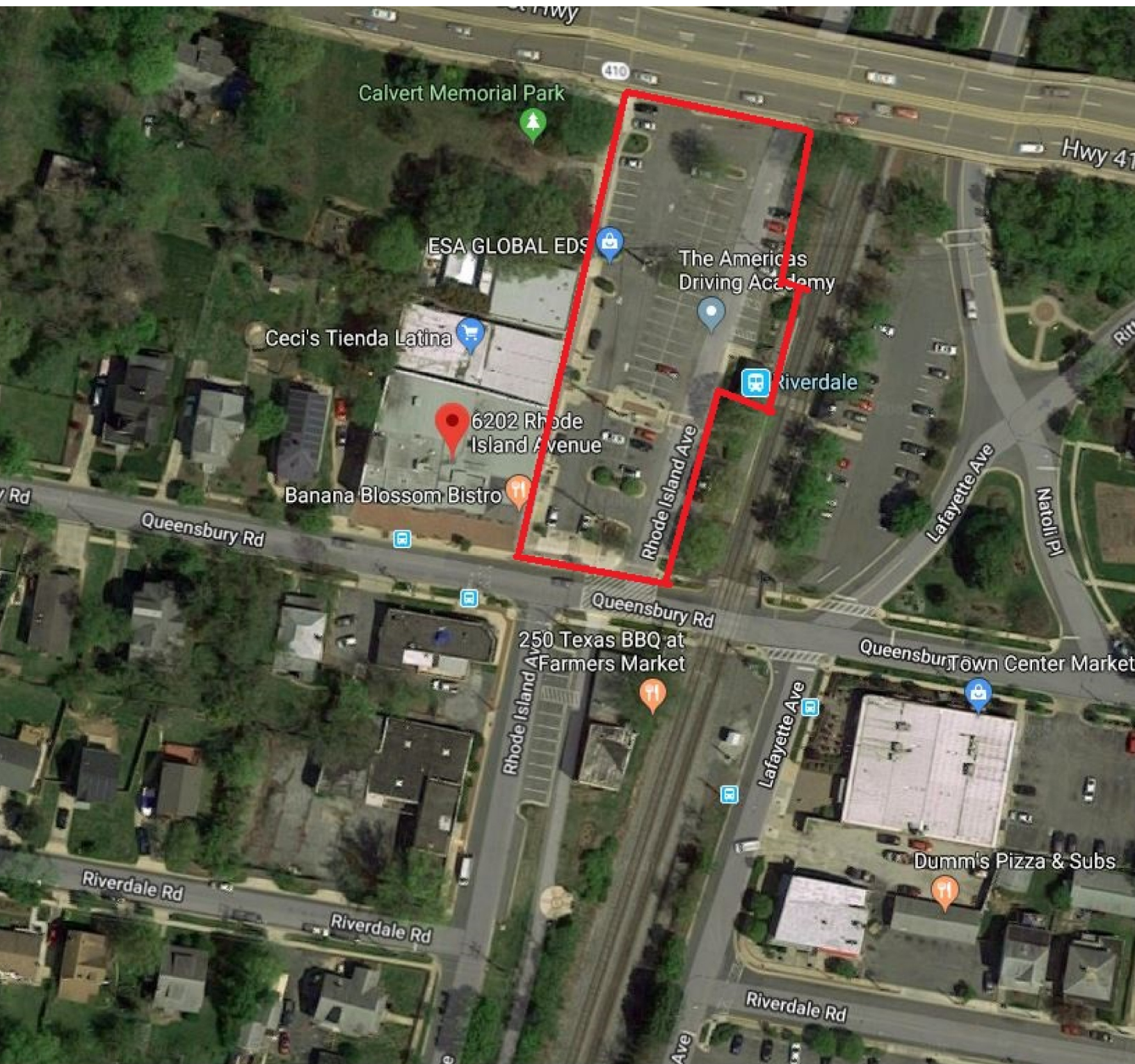
Action Requested

Staff requests that the Mayor and Council approve the closure of the Town Center parking lot, to include a portion of Rhode Island Avenue, from 12:00 a.m. to 10:00 p.m. on June 15, 2019 for the *Countdown to the Centennial* Kickoff Event at the June 3rd Legislative Meeting.

Overview

The Town's *Countdown to the Centennial* Kickoff Event is scheduled for Saturday, June 15th from 4:00 p.m. to 8:00 p.m. In order to prepare for and hold the event, the closure of the Town Center parking lot from 12:00 a.m. to 10:00 p.m. on June 15, 2019 is requested.

Attached, please find a map of the event area.





Town of Riverdale Park, Maryland

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: May 31, 2019

RE: 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

Action Requested

Staff requests that the Mayor and Council permit the drinking of alcoholic beverages and possession of open containers at the Centennial Kickoff Event in the designated event area from 4 p.m. to 8 p.m. on June 15, 2019.

Overview

The Town's *Countdown to the Centennial* Kickoff Event is scheduled for Saturday, June 15th from 4 p.m. to 8 p.m. at Town Center. One of the confirmed vendors, Denizen's Brewing Co., plans to sell beer.

Prince George's County Code Section 14-136 addresses the consumption and possession of alcoholic beverages in public. Council action is requested to permit the drinking of alcoholic beverages and possession of open containers at the Centennial Kickoff Event in the designated event area from 4 p.m. to 8 p.m. on June 15, 2019, based on the following findings:

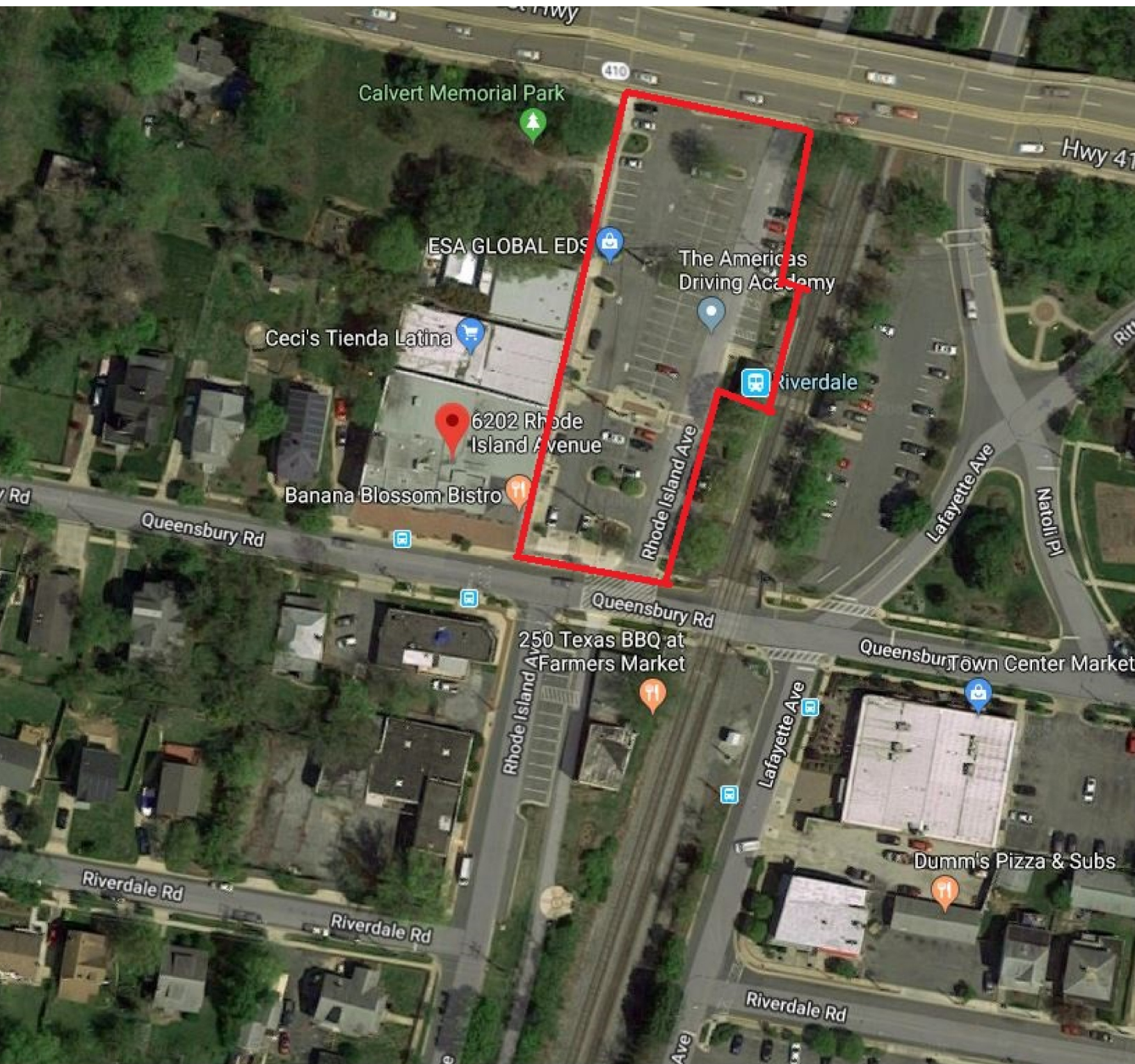
1. the event will be held on public property;
2. the occasion is one in which drinking may be customarily permitted; and
3. the use of alcoholic beverages will not be offensive to the public

Attached, please find Section 14-136 of the Prince George's County Code and a map of the designated event area.

- (a) Pursuant to the authority of Sections 19-103 and 19-204, Article 2B, Annotated Code of Maryland, the County adopts this Section to govern the consumption and possession of alcoholic beverages on public property and areas generally used by the public.
- (b) The definition of "public property" includes any building, ground, park, street, highway, alley, sidewalk, station, terminal, or other structure, road, or parking area located on land owned, leased, or operated by the state, county, municipality, Washington Suburban Sanitary Commission, Maryland-National Capital Park and Planning Commission, or Washington Metropolitan Area Transit Authority.
- (c) It shall be unlawful for any person to drink any alcoholic beverage, as defined in Article 2B of the Annotated Code of Maryland, and to possess any alcoholic beverage in an open container while:
 - (1) On public property unless authorized by a governmental entity that has jurisdiction over the property;
 - (2) On the mall, adjacent parking area, or other outside area or any combination of privately owned retail establishments, like a shopping center, where the general public is invited for business purposes, unless authorized by the owner of the shopping center;
 - (3) On an adjacent parking area or other outside area of any other retail establishment, unless authorized by the owner of the establishment; or
 - (4) In any vehicle located on any of the places enumerated in this Section, unless authorized pursuant to paragraphs (1), (2), or (3).
- (d) The head of any governmental entity, agency, or department, including a municipality, having management or control over the property, may permit the drinking of alcoholic beverages and the possession of such beverages in open containers on public property where there is a determination that the occasion is one in which drinking is customarily permitted, and the use of alcoholic beverages will not be offensive to the public.
- (e) This Section does not apply to the consumption of alcoholic beverages or the possession of alcoholic beverages in open containers by passengers in any vehicle equipped with a toilet if the owner or operator has consented to the consumption of the beverages.
- (f) Any person who violates the provisions of this Section shall be guilty of a misdemeanor and on conviction is subject to:
 - (1) For the first offense, a fine not exceeding \$100;
 - (2) For a second offense, a fine not exceeding \$250, a referral to twenty (20) hours of alcohol abuse treatment, or forty (40) hours of community service, or any combination thereof;
 - (3) For a third offense, a fine not exceeding \$500, a referral to forty (40) hours of alcohol abuse treatment, or eighty (80) hours of community service, or any combination thereof; and
 - (4) For a fourth offense or any subsequent offenses, a fine not exceeding \$1,000, a referral to sixty (60) hours of alcohol abuse treatment, or one hundred (100) hours of community service, or any combination thereof.
- (g) Any community service sentence imposed in accordance with Subsection (f) may be performed within a ten (10) mile radius of the site of the commission of the offense. Failure to complete community service hours within one (1) year of imposition of such a sentence, shall result in imprisonment not to exceed one (1) hour for every one (1) hour of uncompleted community service.

- (h) The Police Department shall maintain a list of all violations of this Section and provide a report upon request to the County Council that includes but is not limited to the total number of citations issued annually, the total number of convictions based on those citations, the total number of repeat offenders, and the zip codes of the locations where the violations are occurring in the County.

(Laws 1965, ch. 879, Sec. 1; CB-20-1980; CB-29-1987; CB-44-2015)





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: May 31, 2019

RE: Residential Trash Collection Services Agreement

Action Requested: No formal action is requested at the June 3, 2019 Legislative Session. Staff seek an opportunity to review with the Mayor and Council the final draft trash collection contract. The contract document will be disseminated at the meeting. Staff will request a Special Legislative Session on June 17th to authorize the Town Manager to sign the final agreement.

Overview:

Staff completed negotiations with the Bates management team on May 30, 2019. The edits from those negotiations are currently being drafted. A copy of the final draft agreement will be presented to the Mayor and Council at the June 3rd Legislative Session. Staff will provide an overview of the final contract and highlight the differences between the current agreement and the proposed agreement. The following provisions are unchanged in the Agreement:

1. Twice weekly trash collection schedule;
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. Enhance customer service with a new online reporting system for Town residents; and,
5. Notification and reporting requirements.

Per Council direction, staff added a definition and prohibition on staging, the practice of emptying cans ahead of the trash truck.

The following revisions resulted from negotiations with the Contractor:

1. Residents may schedule an unlimited number of weekly bulk item pickups but will be limited to three bulk items per scheduled collection;
2. Definition of spillage;
3. Yard waste collection on Mondays from April to December and on Thursdays January through March when the volume is greatly reduced;
4. During Daylight Savings Time, in consideration of the warmer temperatures, the Contractor will start collections at 6:00 am and will end no later than 6:00 pm; and
5. The Contractor's Route Monitor will report daily when the route is complete, and any uncollected items will be considered a missed collection if not collected within the specified time.

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