

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

REGULAR TOWN MEETING

August 10, 2021 – 7:00 p.m.

AGENDA

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the public at this time, citizens may participate by video or phone (*please sign-in with the Clerk*):
<https://uppermarlboromd-gov.zoom.us/j/83251295977?pwd=dXltV2xQM0tHTTFNStVaTzVSaEtoZz09>
Meeting ID: 859 9961 5701; Dial-in only: 301-715-8592.

Call to Order

- Roll Call
- Pledge of Allegiance
- Consent to the Agenda

Approval of Meeting Minutes & Financial Reports

- Approval of the July 13, 2021, Regular Town Meeting minutes
- Approval of the June 27, 2021, Board Work Session minutes
- Finance Report & Approval of the Treasurer's Report, as of July 31, 2021.

Reports

- Department Reports — Public Safety, Public Works, Finance and Clerk's Office
- Committee Reports — Greenwill Consulting, Historical, Events, Sustainable Communities, Arts Council, Green Team and the CERT
- Commissioner Reports

Business *Public comment will be taken prior to Business line items (2 minutes per item)*

- 1) Charter Amendment Resolution 02-2021: Elections (Board vote)
- 2) Resolution 2021-19 To authorize Lease Agreement DPW Truck (Board vote)
- 3) Resolution 2021-20 To authorize DPW Dump Trailer Purchase (Board vote)
- 4) Resolution 2021-21 To Authorize Residential Recycling Bin Purchase (Board vote)
- 5) Sparks @ Play Change Order 3 (Board Approval)
- 6) Annexation Resolution No. 01-2021 (Board Discussion)

Administrative Updates

- 7) Legislation, Projects and Initiatives
- 8) General Commissioner & Staff items

Public Comment

For items not necessarily on the immediate agenda (3 minutes per item)

Closed Session: (Board vote to close open session)

8.) Under General Provisions Article 3-305(b)(1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

Closed Session statement will be delivered at the next Town Meeting on September 14, 2021

*All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217
See back of Agenda for Public Comment Procedures*

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President

PUBLIC COMMENT PROCEDURES

Your Town government appreciates citizen input. So, in an effort to maximize effective resolutions on resident's issues, we encourage Town residents and businesses to contact us at Town Hall first, weekdays: 9 a.m.–5 p.m., or by written correspondence (or email to info@uppermarlboromd.gov). You are always welcome to schedule an appointment with the President or a Commissioner to discuss municipal problems and quality-of-life issues one-on-one and work together towards a satisfactory solution.

Agendas for meetings are posted on our website and notices of legislative items are also posted on the Town's social media accounts (Facebook & Twitter).

Our meetings are open to the public, and we ask that residents who want to comment to please follow the rules that have been established by "Resolution 2019-02: Adoption of Rules of Order and Regulations for Public Meetings" . . .

III. Citizen Input

A. At regular and special meetings, residents of the Town may have the opportunity to address the Board on any item on the agenda provided a resident is recognized and allowed to speak by the President. Recognized public comment and/or questions that are germane to the immediate agenda item shall be limited to (1) minute. Furthermore, each regular meeting shall also have an agenda item for citizen input regarding any municipal question, during which time any resident of the Town may address the Board for up to three (3) minutes on matters or items not necessarily placed on the agenda. Individuals not residing in the Town may speak at regular or special meetings under conditions specified by the Board. The President or the Board may uniformly change or adjust the time limitations for all speakers depending on the circumstances or provide additional time for experts or other officials.

B. Except in instances where the presiding officer expressly invites or allocates time for public testimony, questions, comments, or other forms of participation, or when public participation is otherwise authorized by law, no member of the public attending an open meeting session may actively participate in the session. Public comment by members of the public is not typically designed or intended for interactive dialogue between the Commission and the public unless the presiding officer specifically allows it or the Commission elects to suspend its rules to allow such colloquy.

C. Speakers shall state their name for the record, and their address (**street name only**). Ordinarily, for each agenda item, including citizen input, speakers shall have one opportunity to speak and may not poll or ask questions of individual commissioners, staff, or public officials. Otherwise, the Board shall determine the conduct of the public discussions on any issue and may set reasonable time limits for such.

D. Ordinarily, work sessions are open to public observation only and public participation is at the discretion of the Board. At work sessions, residents and non-residents may be allowed to speak on any municipal issue, but only under conditions specified by the Board.

Each individual speaker must stand, state their name and home of record (street name only) and approach the Board to a designated position in order to be recognized by the Chair of the Board, and to be heard by the recording Clerk, as well as others in attendance.

When the meeting is held on a virtual platform, please sign-in with your first and last name.

Town of Upper Marlboro

REGULAR TOWN MEETING

July 13, 2021 • 7:00 p.m.

unApproved Minutes

This meeting was conducted via Zoom Video Conference:

<https://uppermarlboromd-gov.zoom.us/j/81272506886?pwd=NHZtdnAvYzRUOTBjSWFoZHpSZ21mUT09>

Meeting ID: 812 7250 6886 Passcode: 675653; Dial-in only: 301-715-8592

Call to Order

The meeting was called to order at 7:05 p.m.

Roll Call: Commissioner/Treasurer Sarah Franklin; Commissioner Janice Duckett; and Linda Pennoyer/President of the Board of Town Commissioners.

Staff present: Kyle Snyder/Administrator; UMPD Chief Burse; William Morgan/Director of Finance; Superintendent Darnell Bond/Public Works; John Hoatson/ Town Clerk

Also present: TUMHC Chair Patti Callicott; TUMHC Archivist Brian Callicott; SCW Chair Evelyn Stephens; Joseph Hourclé /Board of Supervisors of Elections; Marlborough Towne HOA Chair Monica Williams; Ray Feldmann/Feldmann Communications Strategies LLC; plus, Monica Williams; Stacy Jordan; Paula Whittington; Darrelynne Strother; Angelina.

Pledge of Allegiance

Consent to the Agenda

The President received unanimous consent to the Agenda.

Approval of Meeting Minutes & Financial Reports

Commissioner Franklin motioned to approve the Regular Town Meeting minutes from June 8, 2021, the Regular Board Work Session minutes from June 22, 2021, and the Treasurer's Report as of June 30, 2021. Commissioner Duckett seconded. All Board minutes from June's Town Meeting and Regular Work Session, plus, the June Treasurer's Report were unanimously accepted and approved as presented.

Reports

Departments/Committees:

- Chief Burse delivered the UMPD report for the month of June 2021. The report was provided in the Meeting Package and on PowerPoint for those in attendance. He noted for the month of June there were 4 traffic complaints; 5 residential alarms; 2 vehicle accidents; 1 theft report; 2 commercial alarms; 4 welfare checks; 5 suspicious persons; 1 theft from auto; 1 overdose call; 5 fraud reports; 2 hit and run calls; 4 disorderly calls & 1 assault call.
- Superintendent Bond delivered the Public Works reports for June 2021. The report was provided in the Meeting Package and on PowerPoint for those in attendance. DPW and TA Snyder met with John Tarr of Soil Conservation to discuss sinkholes around town. Two of the four have been remedied, as recommended by John Tarr and one was entered as a service request to MDOT. Sinkhole 4 will be

evaluated via drain camera and will be remedied according to the findings and recommendations of PGCDP&T.

- Director of Finance Morgan reviewed highlights of the June Treasurer's Report stating July 1, 2021 begins the new fiscal year for the Town. For the month of June, revenue generated was as follows: fines, licenses, permits - \$18,894.87; intergovernmental - \$519.00; grants - \$242,380.56; other revenue - \$0.00; taxes \$5,365.05 - total income: \$267,159.48. For the month of June, expenses were as follows: general government - \$99,490.87; public safety - \$43,282.48; public works - \$24,268.51 - total expenses - \$167,041.86.
- TA Snyder provided a report for Greenwill Consulting. As of July 7, 2021 - \$175,000 grant for pocket park and parking lot approved by Board of Public Works. \$450,000 for streetscaping should be available to the Town soon, as the FY 2022 budget takes effect. Senator Peters will resign at the end of the month; the Prince George's Democratic Central Committee will nominate his successor.
- TUMHC Chair Callicott reported that the Committee held an archive session on June 20, 2021. She reported that most of the discussion was regarding Juneteenth and what they would like to see for next year. Next archive meeting will be held on July 18, 2021, and the quarterly meeting will be on August 15, 2021. TUMHC has received approval to take photos of Union United. They will need to work with Evelyn and group on a Tuesday / Thursday between 10:00 a.m. & 2:00 p.m. In September / October the TUMHC is going to participate in a tree tour. A brief history presentation will be given along with a tour of the town.
- Commissioner Franklin reported that the Events Committee met on Thursday, July 8, 2021. Movie nights will be held of August 14, 2021, September 11, 2021 & October 9, 2021. The Events Committee will also be doing Trunk or Treat on October 30, 2021 (Saturday before Halloween). Caroling on Main Street will be held on Saturday, December 4, 2021. Event Committee meetings are the 1st Thursday of the month at 7:00 p.m.
- SCW Chair Stephens reported that TUM applied for the Community Legacy Grant offered by the Maryland Department of Housing. Pushed the button on July 12, 2021. Was supposed to be on July 8, 2021 but had technical difficulties. Grant will fund the façade improvement and interior development program. Looking to offer the program to local businesses. SCW is waiting for the Community Legacy Grant MOU for FY 2021 so information can be provided to businesses on the waiting list.
- Commissioner Duckett reported for the Arts Council (AC) saying 6 semifinalists have been chosen for the mural project. Artists are from Baltimore, Germantown & Bowie. Artist agreements will be signed to move the project forward. AC is also working on councilmember profiles. Committee member Devon still leads the effort for Artist of the month. On September 26, 2021, the AC will host the Happy Leaf Festival from 10:00 a.m. until 4:00 p.m. Festival will include art vendors, live entertainment, and food. AC is hoping to have all logistics in place by July 30, 2021.
- Commissioner Franklin reported that the Green Team met on Thursday, July 8, 2021. Green Team is currently working on a green plan for the town. They are also working with a local church to establish a community garden. Green Team is also considering a pop-up farmers market in November that can then become established in TUM.
- Chief Burse reported for the CERT stating they met on June 12, 2021. Currently CERT have over 230 hours of meeting time for the month of June. CERT members have attended conferences virtually with the state and county.

Commissioners:

- Commissioner Franklin: Met with Town Administrator Kyle Snyder and Public Works Superintendent Darnell Bond about a plan for interconnecting sidewalk - path trail network around the TUM.

- Commissioner Duckett: Did a follow-up ask for volunteers for the Happy Leaf Festival. Does need additional support to make the event successful.
- President Pennoyer reported she attended the MML convention in Ocean City, Maryland. Lots of training, networking and information was provided. President Pennoyer is still sifting through the information and seeing where things can be applied to TUM.

Business

- 1.) Board Approval & Swearing-in of John Hoatson as Town Clerk: Commissioner Franklin moved to approve John Hoatson as Town Clerk of TUM. Commissioner Duckett seconded the motion. The motion was passed unanimously. President Pennoyer delivered the Oath of Office to John Hoatson.
- 2.) Resolution 2021-18 Extending Training MOU with PGCPD: The Clerk delivered a recap of Resolution 2021-18: to approve certain amendments to the MOU between Prince George's County, Maryland and the Town of Upper Marlboro, Maryland for jurisdictional police services thereby extending its term thru 2023. Commissioner Franklin motioned to approve Ordinance 2021-18, to which Commissioner Duckett seconded. With no one opposed, Resolution 2021-18 was unanimously adopted.
- 3.) RFP 2021-01 Red Light & Speed Camera Vendor: TA Snyder delivered remarks regarding the Red Light & Speed Camera Vendor RFP. TA Snyder noted the RFP is for a 24-month contract with the Town, with the option for renewal beginning September 1, 2023. Details will be worked out when vendor is selected, and the contract is put together. Without disapproval RFP 2021-01 Red Light & Speed Camera will be released. RFP requests will be placed on the website and some social media.
- 4.) RFP 2021-02 Town Attorney: TA Snyder stated the RFP is for a 24-month contract with the Town, with the option for renewal beginning September 1, 2023. The Town Attorney RFP will be discussed at the September Work Session. Red light and speed camera RFP will not be discussed at the same time. TUM needs to do its due diligence with regards to the Town Attorney RFP. Everyone agreed and will move forward with the RFP 2021-02 Town Attorney.
- 5.) Special Event Application – Cruzin Main Street: TA Snyder spoke about the Special Events Application for Cruzin Main Street | Saturday | August 28, 2021 | 5:00 PM until 9:00 PM | Main Street. Marlboro Vol. Fire Dept, Ledo Pizza and Jeff Wyvill are the applicants for the event. The Board of Commissioners approved the Special Event Application – Cruizin Main Street. Now approved an application with the State Highway Administration will be completed for the event.

Administrative Updates

Legislation, Projects and Initiatives: TA Snyder reviewed a Project-Tracker spreadsheet included in the PowerPoint presentation. 1.) Capital Trail Coalition Partnership – Commissioner Franklin & TA Snyder have an introductory meeting this Friday with CTC; 2.) New Town Playground Construction – Engineering firm working with DPIE to confirm details, update at June Work Session; 3.) Town Financial Policies – Director of Finance working to draft policies, waiting for them to be sent over to Town Administrator; 4.) Election Charter Amendment – Board is discussing best way to move forward and timeline; 5.) PAMC Mural Grant Application – RFP released, Arts Council reviewing applicants now. Will be working with the Town Attorney on site agreements. Council will seek public feedback on design / concepts; 6.) Main Street Maryland Affiliate – Program coordinator setting up a meeting with leadership to discuss affiliate applications over the next week or two; 7.) Town Hall Blended Meeting Update – TA Snyder working with the Town's AV vendor on timeline. Board discussion at July WS, resolution to approve funds at August TM 8.) Church Street Parking Lot Upgrade & Pocket Park – Bond bill approved, working with Land-use

Attorney to purchase pocket park; 9.) Phase 2 & 3 Annexation – Survey Firm advised they should be completed their work. Expected draft Annexation Resolution at July Work Session, introduction at August TM; 10.) Water Street Parking Garage – Working to set up meeting with the County Revenue Authority to begin discussions prior to bringing the project to the Board. They are interested in a revenue-sharing partnership with the Town if the Town parking officers can take over enforcement; 11.) Marlborough Town HOA MOU – HOA confirmed for July 27, 2021, Board Work Session; 12.) Electric Vehicle Charging Stations – PEPCO advises none of the Town’s sites qualify for a charging station due to trees and sidewalks being in the way. Chief Burse and TA Snyder are working to locate a vendor. **Completed Project:** MEA Town Solar Proposal – Panels installed, passed County inspection. Awaiting PEPCO to come out and switch meter before the panels are activated. Firm scheduling with DPW on LED upgrade.

General Commissioner & Staff items: TA Snyder spoke about the Charter Update: Elections & Commissioners. Public Hearing could be held the week of July 19, 2021. This update would expand election judges from 3 to 5; move Town elections to October / November; keep commissioner form of government and increase the number of commissioners from 3 to 5. With these changes, the current board will sacrifice 2 months on their current terms.

DPW Superintendent Darnell Bond & Finance / HR Director William Morgan spoke about the Public Works Truck Purchase & Lease Agreement. Chevy does not produce truck that is needed for TUM. Ford has a truck that has air brakes and fits the classification needed. Currently 2 quotes have been received. TUM is hoping to use ARP money to purchase the truck. Currently Public Works Truck Purchase is in FY 2022 Budget under Capital Improvements - \$66,000.00.

Public Comment

No one spoke during Public Comment period.

Adjournment

The meeting was adjourned at 8:50 p.m.

Respectfully submitted,

John Hoatson
Town Clerk

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772 • 301-627-6905

Work Session Minutes

July 27, 2021 - 7:00 p.m.

This meeting was conducted via Zoom Video Conference: <https://us02web.zoom.us/j/85451683537>
Meeting ID: 854 5168 3537; Dial-in only: 301 715 8592

Call to Order

- Meeting was brought to order at 7:01 p.m.
- Roll Call – President Linda Pennoyer; Commissioner Janice Duckett; Commissioner/Treasurer Sarah Franklin
- Staff present: Kyle Snyder/Town Administrator; UMPD Chief Burse; William Morgan/Director of Finance; Superintendent Darnell Bond/Public Works; John Hoatson / Town Clerk
- Also present: Monica Williams / Marlborough Towne HOA; Martia Stephenson / Marlborough Towne HOA; Ray Feldmann / Feldmann Communications; Courtney Pinder; Evelyn Stephens; Darrelynne Strother
- Pledge of Allegiance

Business

1) Marlborough Towne HOA:

Marlborough Towne MOU was created back in 1986 and included the following: 1. trash collection (no recycling, yard waste or bulk trash) 2. snow removal: along main throughfares and ingress to parking areas 3. Supplying electricity from streetlights but not maintaining street lights.

Town attorney has advised that it needs to be set up as an agreement and not an MOU as the HOA is a private entity.

Monica Williams and Martisa Stephenson spoke to the Board of Commissioners regarding the Marlborough Towne HOA. Marlborough Towne HOA would like an updated agreement with the Town of Upper Marlboro. They would like the town to consider the following:

Code Enforcement: Currently HOA is enforcing rules as well as the Town of Upper Marlboro. HOA would like the Town to notify them 1st when taking action regarding a Town violation. HOA will provide a list of regulations to the Town of Upper Marlboro. Violations could be emailed over to the management company – green tag along with documentation.

Streetlights: Would like Town of Upper Marlboro to help with electricity. Help the HOA apply for grants to acquire more streetlights. Town could fix wiring for streetlights and work to obtain LEDs. Town would need to contract with electrician. Budget will need to be set aside for streetlight maintenance.

Paving of Roadways: HOA will still maintain parking spaces (paving, striping and numbering). Wants the rest of the streets to be paved by the Town. Town does own Marlborough Drive – Town collects highway user fees from the road. Town could also obtain other highway user fees by adding additional roads (Marlborough Circle; Marlborough Grove; Marlborough Court; Marlborough Lane and Marlborough Terrace) Two different paving types could help define who is responsible for what. Town staff could assist with grants.

Parking Enforcement: HOA would handle matter of disputes regarding parking assignments.

Recreation Areas: Town having more community specific events: "A little more community".
Examples: 1. meet and greet with commissioners 2. Playgrounds (update lighting) 3. Pavilion and picnic area by Marlborough Circle (update lighting)

Trail connecting Marlborough Circle to School House Pond – would be nice to walk to Main Street from homes. Could have a paved walkway.

The agreement needs to be put into writing. Staff can start putting some samples together to save money on attorney fees. Town administrator will also work with the Town Attorney to draft other items as needed. Roadway items will come after roadway survey is complete. Town will need to determine how much of the roadway they are taking on and how much the cost is to pave it. Town administrator Kyle Snyder hopes to have a draft of the agreement to the Board of Commissioners by September / October. The road survey will discuss at the August work session and approved for release at the September town meeting. Contract will be awarded in November.

2) Draft Annexation Resolution Phase II & Phase III (Board Discussion)

Town Administrator Kyle Snyder hopes to have the survey done by August Town Meeting. Town Attorney drafted the resolution to keep the ball moving. Blanks on the resolution will be filled in once the survey is completed. Town Administrator Kyle Snyder hopes the annexation resolution will be voted on at the August Town Meeting.

3) Draft Charter Amendment Resolution 02-2021 Elections:

Charter amendment will change number of commissioners from 3 to 5; move election to the 1st Tuesday in November (off number years); 5 supervisors of elections to be appointed in September prior to the General Election; remove language mandating the purging of voters who have failed to vote in three successive general elections from the list of qualified voters; clarifying the requirement to file both a statement of candidacy and a nominating petition to run for municipal office; striking the antiquated or surplusage a provision regarding Women's Suffrage; making certain stylistic, grammatical and non-substantive changes thereto. The election ordinance will be revised once the Charter Amendment Resolution is passed. There will be two public hearings: Saturday, August 7, 2021, from 11:00 AM until 1:00 PM – In person at Town Hall / Tuesday, August 10, 2021, from 6:00 PM until 7:00 PM prior to the Regular Town Meeting. Board of Commissioners want to change the times of voting in Town elections – possibly 7:00 AM until 9:00 PM.

4) Attorney RFP:

Board of Commissioners are doing their due diligence to put out an RFP for Town attorney. Kevin Best has been Town Attorney since 2008. It is good practice to put out an RFP. Consensus was given by the Board of Commissioners to go forward with the RFP for the Town Attorney. RFP will be posted Wednesday, July 28, 2021, on Town website and statewide. Deadline to submit RFP will be September 17, 2021, and discussion will take place during the Board September Work Session. Final vote will take place at the October Town Meeting.

5) Public Works Truck Lease Agreement:

Chesapeake Ford – F-750 totally outfitted with truck, dump body, liftgate, plow, salt spreader, minus the caution lights and back up camera – \$122,738.00

Upper Marlboro Ford - F-750 just the truck and dump body only - \$89,019.00 – will need to purchase other items separately.

Waiting on third quote from Koons Ford.

If Public Works does not get something in stock, they will have to wait until mid to late 2022 to obtain one. (one year post annexation without one)

Current dump body truck is making two runs a day to the dump. Staff would be getting a CDL vehicle, but does not require a CDL license. \$20,000.00 is currently in the budget for FY 2022 for a dump body truck. Going to look at ARP money to see how that could assist with the purchase. Town will only make one payment this year if they go with the leading quote. The Board of Commissioners will pass a resolution in either August or September Town Meeting for the Dump Body Truck. President Pennoyer would like to see a 4 year term quote. Town has also budgeted \$10,000.00 for the purchase of a dump trailer in FY 2021. Darnell Bond has a quote for \$11,521.00. Town will move forward with a resolution at the August Town Meeting for the dump trailer.

6) Residential Recycling Bin Purchase:

FY 2022 Town Operating Budget approved \$25,000.00 for recycling bins. Town has never purchased new recycling bins ever. Last time was from the County in late 2000 when the Town of Upper Marlboro took on the recycling program. Recommended life span of the bins is 10 years. Toter the vendor is strongly recommended. 500 bins will be purchased (300 issued to existing properties, 200 as back-up): cost: \$21,911.52. Outreach materials will also be provided: handouts about recycling, fridge magnets. Public Works received about 2 to 3 calls a month to replace recycling bins. Currently the Public Work Department purchases recycle bins from Home Depot.

7) Town Committee Bylaws:

Only one committee bylaws have been approved: Historical Committee. Town needs bylaws for Events, CERT, Arts Council and Green Team. President Pennoyer wants the Town Committees to look at the Historical Committee Bylaws as a template. Town Committees will submit proposed budget in March of each year for the next upcoming fiscal year. Town Administrator Kyle Snyder will serve as liaison with the Events Committee. Town Clerk John Hoatson will serve as liaison with the Historical Committee and the Arts Council. Police Chief David Burse will serve as liaison to the Green Team. Finance / HR Director William Morgan will service as liaison with Sustainable Communities. Town Clerk John Hoatson will streamline forms for the Town Committees. Bylaws will be approved at the September Town Meeting.

General Commissioner and Administrative Staff Items:

8) Vision Plan:

Commissioner Franklin wants to get out into the community and talk about the vision plan. Wants to establish pop-up locations around Town and at events to solicit feedback regarding the following:

- Residential Issues
- Safety Issues
- Economic Development
- Recreation

Commissioner Duckett wants to talk further offline regarding outreach with regards to the vision plan. Needs to be held in places that will have the most impact. More structure is needed. Idea was presented to hold block parties in the fall for each community for outreach. Commissioners will speak about it and come up with a solid outreach plan to solicit feedback about the vision.

9) Landscaping Proposal (Downtown & Cahn Memorial):

Town Administrator Kyle Snyder is working with Public Works Superintendent Darnell Bond on a plan to do landscaping around the Cahn Memorial. Town administrator Kyle Snyder is going to get some designs and proposals. Going to look at other areas around the Town that could use landscaping. Once annexation takes place, Town of Upper Marlboro signs will need to be put up – October Work Session.

Town Administrator Kyle Snyder announced that the Town of Upper Marlboro has been awarded the joint- Circuit Manager Grant with the Town of Morningside. He is waiting on the final documents to come in to get an implementation timeline.

Adjournment

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

John Hoatson
Town Clerk



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

Tel: (301) 627-6905
Fax: (301) 627-2080

info@uppermarlbormd.gov
www.uppermarlbormd.gov

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

Town of Upper Marlboro July Treasurer Report July 2021 – June 2022

REVENUE

BUDGET CODE	DESCRIPTION	ACTUAL	APPROVED BUDGET
	Fines, Licenses & Permits		
6154	Franchise Fee	\$ -	\$ 13,000.00
6280	Trader's License Fees	\$ -	\$ 500.00
6350	Town Permits	\$ -	\$ 1,700.00
6351	Food Trucks	\$ -	\$ 1,000.00
6352	Business License	\$ 3,450.00	\$ 10,000.00
6354	Room Rental	\$ -	\$ 669.00
6355	Parking Meters	\$ 14,415.85	\$ 174,000.00
6381	Parking Fines/Penalties	\$ 4,883.45	\$ 35,000.00
6383	Red Light Camera	\$ -	\$ -
6550	Pub/Edu/Govt Broadcasting	\$ -	\$ 5,000.00
	TOTAL	\$ 22,749.30	\$ 240,869.00

Intergovernmental

6240	Financial Corporation Tax	\$ -	\$ 9,145.00
6260	Highway User Fee	\$ 5,621.47	\$ 27,725.00
6310	Disposal Fee Rebate	\$ -	\$ 1,750.00
	TOTAL	\$ 5,621.47	\$ 38,620.00

Miscellaneous Revenue

6390	Interest Earnings	\$ -	\$ 2,500.00
6392	Sale of Property	\$ -	\$ 1,000.00
6394	Town Hall Services	\$ -	\$ 250.00
6396	Special Events/Donations	\$ -	\$ 2,500.00
6396	Other	\$ 418.54	\$ 1,000.00
	TOTAL	\$ 418.54	\$ 7,250.00

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



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Taxes

6101	Commercial	\$	42,073.66	\$	189,541.00
6102	Non-Commercial	\$	-	\$	171,698.00
6103	Delinquent - RE	\$	-	\$	5,000.00
6104	BPPT - FY2022	\$	3,048.88	\$	35,555.00
6105	Public Utilities	\$	-	\$	700,999.00
6106	Income Taxes	\$	4,421.07	\$	315,000.00
	TOTAL	\$	49,543.61	\$	1,417,793.00

	Total Revenue	\$	78,332.92	\$	1,704,532.00
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EXPENDITURES

GENERAL GOVERNMENT

	Administrative Salary & Wages	\$	14,967.97	\$	257,279.00
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	Payroll Deductions & Benefits				
8124	Employer Tax	\$	3,276.53	\$	59,000.00
8125	Pension Benefits	\$	-	\$	60,000.00
8126	Medical Employee Benefits	\$	-	\$	110,000.00
8128	Life Insurance	\$	-	\$	6,800.00
	TOTAL	\$	3,276.53	\$	235,800.00

Professional Services

8073	Accounting Services	\$	-	\$	18,000.00
8074	Auditing Services	\$	20,000.00	\$	20,000.00
8075	Payroll Processing (TPA)	\$	360.30	\$	5,000.00
8110	Town Attorney & Legal	\$	-	\$	55,000.00
8115	IT Support & Equipment	\$	707.95	\$	10,000.00
8205	Media Relations	\$	-	\$	18,000.00
8206	Government Relations	\$	3,000.00	\$	36,000.00
8207	Human Resource Services	\$	-	\$	12,000.00
8208	Planning Firm	\$	-	\$	-
	TOTAL	\$	24,068.25	\$	174,000.00

Janice Duckett
Commissioner

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Insurance & Benefits

8120	General Liability	\$	15,574.00	\$	15,000.00
8121	Bonds	\$	-	\$	500.00
8122	Workers Compensation	\$	-	\$	15,500.00
8123	Insurance Claims	\$	-	\$	5,000.00
	TOTAL	\$	15,574.00	\$	36,000.00

Operating

8077	Public Notices	\$	-	\$	1,500.00
8080	Bank Charges	\$	2,046.72	\$	20,000.00
8086	Trainings & Memberships	\$	1,638.01	\$	5,000.00
8090	Postage	\$	-	\$	3,000.00
8092	Printing	\$	-	\$	7,500.00
8130	General Supplies	\$	-	\$	10,000.00
8131	Ofc Equipment R&M	\$	-	\$	1,000.00
8160	Town Hall Office Phones	\$	501.90	\$	5,000.00
8161	Mobile Phones	\$	-	\$	4,000.00
8162	Town Elections	\$	-	\$	1,200.00
8165	Town Hall Utilities	\$	974.26	\$	11,000.00
8175	Town Hall Repair & Maintenance	\$	2,738.50	\$	10,000.00
8200	Other	\$	117.32	\$	2,000.00
	Total	\$	8,016.71	\$	81,200.00

	General Government Total	\$	65,756.66	\$	784,279.00
PUBLIC SAFETY					
	Public Safety Salary & Wages	\$	13,390.50	\$	401,620.00

Public Safety Operating

8273	Uniforms	\$	-	\$	2,000.00
8274	Weapons & Duty Equipment	\$	-	\$	5,000.00
8275	Training & Memberships	\$	355.00	\$	1,500.00
8277	Substance Testing/Pre-Employment	\$	-	\$	1,000.00
8280	Supplies	\$	-	\$	3,000.00
8281	Mobile Phone	\$	-	\$	5,000.00
8282	Association Dues	\$	-	\$	750.00
8300	Vehicle Repairs	\$	-	\$	2,500.00
8301	Vehicle Maintenance	\$	-	\$	4,000.00

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



Town of Upper Marlboro

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8302	Vehicle Fuel	\$	-	\$	5,000.00
8320	Other	\$	-	\$	1,500.00
	TOTAL	\$	355.00	\$	31,250.00

6530.2022.03	GOCCP State Aid	\$	-	\$	16,400.00
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8330	Debt Service	\$	-	\$	32,525.00
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	Public Safety Total	\$	13,562.72	\$	481,795.00
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PUBLIC WORKS

	Salary & Wages	\$	8,797.73	\$	225,500.00
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Public Works Operating

8375	Uniforms	\$	-	\$	750.00
8377	Training & Memberships	\$	-	\$	500.00
8380	Other	\$	-	\$	1,500.00
8390	Streets Maintenance	\$	132.00	\$	4,000.00
8391	Weather Related Expenses	\$	-	\$	2,500.00
8400	Streetlight Electricity	\$	1,451.52	\$	21,500.00
8405	Vehicle Repairs	\$	-	\$	3,000.00
8410	Vehicle Maintenance	\$	-	\$	3,500.00
8415	Vehicle Fuel	\$	-	\$	4,000.00
8488	PWF Utilities	\$	-	\$	3,500.00
8488	Mobile Phones	\$	-	\$	2,500.00
8490	Maintenance & Repairs	\$	-	\$	6,200.00
8491	Beautification	\$	-	\$	2,500.00
8492	Small Tools & Equipment	\$	-	\$	2,500.00
8493	Septic Tank	\$	-	\$	1,200.00
8545	Mosquito Control	\$	-	\$	1,400.00
	TOTAL	\$	1,583.52	\$	61,050.00

6530.2022.06	State Street Scape	\$	-	\$	20,000.00
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Refuse Collection

8546	Residential Waste Collection	\$	4,202.14	\$	41,124.00
8547	Residential Recycle Collection	\$	819.50	\$	9,834.00

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8548	Bulk & Yard Waste	\$ 130.00	\$ 3,600.00
	TOTAL	\$ 5,161.64	\$ 54,558.00

	Public Works Total	\$ 15,259.21	\$ 361,108.00
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	Net Operating Income	\$ 94,578.59	\$ 1,627,182.00
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OTHER FUND BALANCES

	REVENUE	EXPENSES	APPROVED BUDGET
Grants	\$ 935.75	\$ -	\$ 216,400.00
ARP - American Recovery Fund	\$ 331,539.82	\$ -	\$ 281,246.00
Committee Expenses	\$ -	\$ -	\$ 17,750.00
Replenish Reserve Transfer	\$ -	\$ -	\$ -
Capital Improvement Projects	\$ -	\$ -	\$ 66,000.00
TOTALS	\$ 332,475.57	\$ -	\$ 581,396.00

COMMITTEE BREAKDOWN

	TRANSFER TO...	EXPENSES	APPROVED BUDGET
Events	\$ -	\$ -	\$ 7,000.00
CERT Team	\$ -	\$ -	\$ 750.00
Historical Committee	\$ -	\$ -	\$ 750.00
Arts Council	\$ -	\$ -	\$ 750.00
Green Team	\$ -	\$ -	\$ 750.00
TOUM Events	\$ -	\$ -	\$ 7,750.00
TOTALS	\$ -	\$ -	\$ 17,750.00

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Key Monthly Items

1. Audit Updates
2. Business License Updates
3. Financing Options
4. Grant/ARP Updates

BALANCE SHEET

Bank Accounts	
Operating Checking	232,385.83
Petty Cash	300.00
Payroll Account	67,221.03
M&T Checking	32,026.22
ARP Fund	331,539.82
Disbursement Acct	0.00
MLGIP	215,489.57
Total Bank Accounts	\$ 878,962.47

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Commissioner/President



Town of Upper Marlboro Police Department

14211 School Lane, Upper Marlboro, MD 20772 Tel: (301) 627-6905

Monthly Town Police Department Report For the Month of July 2021

Incidents Reported in Town:

Traffic Complaint 2	Commercial Alarm 6	Fraud Report 1
Property Damage 1	Check on Welfare 3	Hit & Run Call 1
Residential Alarm 3	Vandalism 1	Lost Property 2
Vehicle Accident 2	Loud Music 1	Disorderly Call 5
Theft Report 2	Armed Person 1	Hold-Up Alarm 1
Threat Complaint 1	Found Property 1	Suspicious Person 3

Chief Burse participated in conference call with the Prince George's Chiefs Association.

Chief Burse participated in several conference calls with Prince George's County Office of Emergency Management and the Maryland State Police related to COVID-19.

Chief Burse and Sgt. Irby conducted high visibility patrols throughout the Town.

Chief Burse participated in a conference call with the Maryland Chief's Association.

Chief Burse participated in a virtual call with the Prince George's County Office of Emergency Management.

Chief Burse participated in the CERT monthly meeting.

Chief Burse participated in a Carjacking Taskforce general meeting with the State's Attorney Office.

Chief Burse participated in a virtual meeting for the appointment of Prince George's County Police Chief Malik Aziz.

Chief Burse participated in a virtual Strangulation Training Course taught by the Prince George's County State's Attorney's Office.

Chief Burse, Sgt. Irby and Code Officer Stewart participated a Sexual Harassment Training Course taught by the Town's HR Firm.

Chief Burse participated in a virtual conference call with the leaders of the National Faith & Blue Weekend committee.



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Date: Tuesday, August 3, 2021

Subject: Public Works' Status Report

RE: July 2021 – Monthly Status Report

Public Works Related

- Received quotes from Upper Marlboro Ford and Chesapeake Ford for pricing on a F-650 dump body bulk vehicle and received an updated quote from TWP Motorsports on the price of a 14' Dump body Trailer.
- PWD sat in on the Pedestrian Routes planning discussion with TA Snyder and Commissioner Franklin.
- PW participated in the all-hands staff training on Sexual Harassment and Handbook overview.
- PWD attended the hybrid MMLPWA meeting held in Hyattsville where we had a presentation from Venny D'Olovara of XTT Life about their tire sealant and fuel additives for commercial vehicles. We also discussed how other municipalities were using American Rescue Plan funding and toured Hyattsville's new offices and fleet Maintenance facility.
- PWD also had a site visit from Mr. D'Olovara to discuss how his product could be helpful to us.
- PWD attended the Cruising Main Street car show planning meeting to discuss Public Works' involvement.
- PWD and HR Mr. Morgan conducted a virtual interview with a potential Public Works' crewmember Mr. M. Sheckels.

Maintenance and Beautification

- PWC removed and cleaned out in ground drains around PW facility.
- PWC pulled weeds and debris from monument and TH flowerbeds.
- Mr. Gibson replaced deck blades and serviced walk- behind mower in house.
- Keith with Cummins power performed quarterly maintenance and an annual load bank test on TH generator.
- PWC installed a new picture hanging system in the front lobby of TH.

Street and Sidewalk

- MDOT service request (SR-0437879) is over 30 days and is still in the "In progress" state. Request for immediate remedy entered via comment section.
- PWC completed herbicide treatment along Church and Water streets.

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- PWC rented a drain camera to scope sinkhole at Church Street. Crew Lead Gibson entered the drain box and ran approximately 55' of line before encountering a "step down" within the pipe. Corrugated drainpipe showed no definitive signs of a collapse despite bricks and loose gravel found within. A small section of the bottom of the drainpipe appears to be rusted out but still maintains form and function.
- Crews also scoped the drain on service lane against the Wilson Partlett building in both directions and found very little debris near the inlets but otherwise clear.

Weather Related Activities-

- Two quick overnight downpours resulted in the flooding of the PW offices twice the last week of July.

Refuse Accumulations

- Bulk day accumulations for solid wastes (Landfill) are 5.18 tons. Bulk day accumulations for yard waste collections are 2.77 tons. We had 3 recycle bin replacements for the month.

Sincerely,

Darnell F. Bond III, *Public Works Director*

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President

**THE TOWN OF UPPER MARLBORO, MARYLAND
CHARTER AMENDMENT RESOLUTION NO. 01-2021**

A CHARTER AMENDMENT RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND AMENDING THE CHARTER OF THE TOWN OF UPPER MARLBORO BY INCREASING THE MEMBERSHIP OF THE BOARD OF COMMISSIONERS FROM THREE TO FIVE; BY CHANGING THE GENERAL ELECTION FROM THE FIRST MONDAY IN JANUARY IN EVEN NUMBERED YEARS TO THE FIRST TUESDAY IN NOVEMBER IN ODD NUMBERED YEARS; BY AUTHORIZING UP TO FIVE SUPERVISORS OF ELECTIONS AND AN ALTERNATE MEMBER TO BE APPOINTED IN SEPTEMBER PRIOR TO A GENERAL ELECTION; BY REMOVING LANGUAGE MANDATING THE PURGING OF VOTERS WHO HAVE FAILED TO VOTE IN THREE SUCCESSIVE GENERAL ELECTIONS FROM THE LIST OF QUALIFIED VOTERS; BY DECREASING THE DEADLINE PRIOR TO A GENERAL ELECTION TO REGISTER TO VOTE USING THE SUPPLEMENTAL MUNICIPAL VOTER REGISTRY; BY PROVIDING FOR INDIVIDUALS NOT QUALIFIED TO REGISTER TO VOTE; BY CLARIFYING THE REQUIREMENT TO FILE BOTH A STATEMENT OF CANDIDACY AND A NOMINATING PETITION TO RUN FOR MUNICIPAL OFFICE; BY STRIKING AS ANTIQUATED OR SURPLUSAGE A PROVISION REGARDING WOMEN’S SUFFRAGE; AND MAKING CERTAIN STYLISTIC, GRAMMATICAL AND NON-SUBSTANTIVE CHANGES THERETO

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND adopted pursuant to the authority of Article XI-E, § 4 of the Constitution of the State of Maryland and Title 4, Subtitle 3 of the Local Government Article of the Annotated Code of Maryland, to amend the Charter of the Town of Upper Marlboro, to amend Sections 82-3 (Number, Selection, Term), 82-6 (Meetings of the Board), 82-20 (Board of Supervisors of Elections), 82-24 (Registration), 82-26 (Candidates), 82-27 (Election of Board of Commissioners), 82-28 (Conduct of Elections), 82-30 (Vote Count), 82-33 (Women), and to make other stylistic, grammatical and non-substantive changes thereto.

WHEREAS, the General Assembly of Maryland passed HB 615 during the 2018 session effective July 1, 2018 (now codified as § 4-304(a)(2) of the LG Art. of Md. Ann. Code) requiring the legislative body of a municipality to hold a public hearing and give at least 21-days’ notice

by posting the notice in a public place before adopting a resolution initiated by the legislative body that proposes an amendment to the municipal charter.

Section 1. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO on this ____ day of _____ 2021, that the Charter of the Town of Upper Marlboro, Maryland shall be and is hereby amended to read as follows:

* * *

The Board of Commissioners

Section 82-3. (Number, Selection, Term).

All legislative powers of the Town shall be vested in a Board of Commissioners consisting of ~~[three]~~ FIVE Commissioners who shall be elected as hereinafter provided and who shall hold office for a term of two years and until the succeeding Board takes office. The regular term of the Commissioners shall expire on the ~~[first Monday]~~ SECOND MONDAY OF DECEMBER following the election of their successors. ~~[The Commissioners holding office at the time this charter becomes effective shall continue to hold office for the term for which they were elected and until the succeeding Board takes office under the provisions of this charter.]~~ NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INCUMBENT COMMISSIONERS SERVING THEIR TERMS OF OFFICE AS PREVIOUSLY SET TO EXPIRE IN JANUARY OF 2022 SHALL INSTEAD END THEIR TERMS EARLIER ON THE SECOND MONDAY OF DECEMBER OF 2021 OR SHALL SERVE UNTIL THEIR SUCCESSORS QUALIFY.

* * *

Section 82-6. (Meetings of the Board).

The newly elected Board shall meet at 8:00 p.m. on the ~~[first]~~ SECOND Monday Of DECEMBER following its election for the purpose of organization AND CONDUCTING OTHER TOWN BUSINESS, after which the Board shall meet regularly at such times as may be prescribed by its rules but not less frequently than once each month. Special meetings may be called upon the request of the President or a majority of the members of the Board. All meetings of the Board shall be open to the public, except that the Board may, by majority vote, meet in closed session for any purpose then authorized by State law; and, the residents of the Town shall have a reasonable opportunity to be heard at any regular meeting in regard to any municipal question.

* * *

Registration, Candidates and Elections

* * *

Section 82–20. (Board of Supervisors of Elections).

There shall be a Board of Supervisors of Elections, consisting of ~~[three]~~ THREE TO FIVE members INCLUDING ANY ADDITIONAL MEMBER THAT MAY BE DESIGNATED TO SERVE AS AN ALTERNATE OR SUBSTITUTE MEMBER WHO SHALL ACT AS A MEMBER OF SUCH BOARD IN THE ABSENCE OF ANY ONE OF THE REGULARLY-APPOINTED MEMBERS, AS THE BOARD IN ITS SOLE DISCRETION SHALL DETERMINE BY WRITTEN RESOLUTION AS NECESSARY AND PROPER, who shall be appointed by the President with the approval of the Board of Commissioners on or before the ~~[first Monday in November]~~ SECOND TUESDAY IN SEPTEMBER in every ~~[odd]~~ EVEN numbered year. The terms of members of the Board of Supervisors of Elections shall begin on the ~~[first Monday]~~ SECOND TUESDAY in ~~[November]~~ SEPTEMBER in the year in which they are appointed and shall run for two years. Members of the Board of Supervisors of Elections shall be qualified voters of the Town and shall not hold or be candidates for any elective office during their terms of office. The Board of Supervisors of Elections shall appoint one of its members as chairman, WHO SHALL VOTE ONLY IN CASE OF TIE WHEN THE NUMBER OF APPOINTED AND SEATED SUPERVISORS IS FOUR REGULARLY-APPOINTED MEMBERS. Vacancies on the said Board of Supervisors shall be filled by the President with the approval of the Board of Commissioners for the remainder of the unexpired term. The compensation of the members of the said Board of Supervisors shall be determined by the Board of Commissioners. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INCUMBENT SUPERVISORS SERVING THEIR TERMS OF OFFICE AS PREVIOUSLY SET TO EXPIRE IN NOVEMBER OF 2021 SHALL INSTEAD END THEIR TERMS LATER ON THE FIRST MONDAY OF SEPTEMBER OF 2022 OR SHALL SERVE UNTIL THEIR SUCCESSORS QUALIFY.

* * *

Section 82–24. (Registration).

Registration with the Prince George's County Board of Elections by a voter who resides in the corporate limits of the Town and whose address is reflected on the rolls as a Town resident shall be deemed registration registered for the Town elections. A person continues to have the choice to register only with the Town for its elections and not to register with the Prince George's County Board of Elections. Persons desiring to register only with the Town may register at Town Hall during normal working hours daily; or upon request, may receive an application by mail. Registration shall be permanent, and no person shall be entitled to vote in

Town elections unless they are registered to vote WITH THE BOARD OF SUPERVISORS UPON THE SUPPLEMENTAL MUNICIPAL VOTER REGISTRY MAINTAINED BY THE TOWN at least ~~[thirty (30)]~~ TEN (10) days prior to the election OR WITH THE PRINCE GEORGE'S COUNTY BOARD OF ELECTIONS IN ACCORDANCE WITH STATE LAW. It shall be the duty of the Board of Supervisors of Elections to keep the registration lists up to date by striking from the lists persons known to have died, to have moved out of the Town, ~~[who have failed to vote in three successive general elections held in said Town,]~~ or who have become otherwise disqualified BY THE BOARD OF SUPERVISORS OR THE COUNTY BOARD OF ELECTIONS. AN INDIVIDUAL IS NOT QUALIFIED TO BE A REGISTERED VOTER UNDER STATE LAW AND THIS CHARTER IF THE INDIVIDUAL SHALL HAVE BEEN CONVICTED OF A DISQUALIFYING CRIME OR BE UNDER GUARDIANSHIP FOR MENTAL DISABILITY AS PROVIDED IN SECTION 3-102(B) OF THE ELECTION ARTICLE OF THE ANNOTATED CODE OF MARYLAND. The Board of Commissioners is hereby authorized and directed, by ordinance, to adopt and enforce any provisions necessary to establish and maintain a system of permanent registration and to provide for a re-registration, when necessary.

* * *

Section 82-26. (Candidates).

Any person qualified to hold the office of Commissioner and desiring to be a candidate for such office shall file with one of the Supervisors of Elections a written statement to that effect on or before the second Monday in ~~[December]~~ OCTOBER next preceding the election at which he desires to be a candidate or his name shall not be printed on the ballot.

The name of any qualified person may be certified for candidacy and shall be printed on the ballot upon RECEIPT OF THE AFOREMENTIONED WRITTEN STATEMENT OF CANDIDACY AND a petition of 10 or more qualified voters of said Town filed with one of the Supervisors of Elections on or before the second Monday in ~~[December]~~ OCTOBER next preceding the election or his/her name shall not be printed on the ballot. THE WRITTEN STATEMENT OF CANDIDACY AND THE NOMINATING PETITION MAY BE FILED SEPARATELY OR TOGETHER PROVIDED THEY ARE BOTH RECEIVED NO LATER THAN THE SECOND MONDAY IN OCTOBER.

Section 82-27. (Election of the Board of Commissioners).

On the first ~~[Monday]~~ TUESDAY ~~[which is not a legal holiday]~~ in ~~[January]~~ NOVEMBER in every ~~[even]~~ ODD numbered year, the qualified voters of the Town shall elect ~~[three]~~ FIVE persons as Commissioners to serve for A term of two years or until their successors qualify.

Section 82–28. (Conduct of Elections).

It shall be the duty of the Board of Supervisors of Elections to provide for each special and general election a suitable place or places for voting and suitable ballot boxes and ballots or voting machines. In each general election, the ballots or voting machines shall show the name of each candidate, arranged in alphabetical order with no party designation of any kind and shall indicate in such terms as may by said Board be deemed appropriate, that ~~[three]~~ FIVE Commissioners are to be elected. The ballots and/or voting machines shall also provide a space or spaces to permit the voter to write in name or names of additional persons. The Board of Supervisors of Elections shall keep the polls open for a minimum of ~~[four (4)]~~ TWELVE (12) hours, such time to be selected and announced by the said Board of Supervisors of Elections, provided that these hours fall between 7:00 a.m. and 9:00 p.m.

* * *

Section 82–30. (Vote Count).

After the closing of the polls, the Board of Supervisors of Elections shall determine the vote cast for each candidate or question and shall, no later than 12:00 Noon on the Thursday immediately following the election, certify the results of the election to the clerk of the Town who shall record the results in the minutes of the Board of Commissioners. The ~~[three]~~ FIVE candidates for Commissioners receiving the highest number of votes in a general election shall be declared elected.

* * *

Section 82–32. (Vacancies).

In case of a vacancy on the Board of Commissioners for any reason, the Board of ~~[supervisors]~~ SUPERVISORS of Elections shall, pursuant to the provisions of Section 82–29, conduct a special election to elect some qualified person to fill such vacancy for the unexpired term, provided, however, any vacancy which occurs within 61 days of the next general election as provided for in Section 82–27 shall remain vacant until said general election. In case of a vacancy in the office of President for any reason, the Board shall elect one of its members to fill the vacancy for the remainder of the unexpired term. Any vacancy in the office of the President shall be filled by the favorable votes of a majority of the members of the Board. The results of any such votes shall be recorded in the minutes of the Board.

Section 82–33. (~~[Women]~~ RESERVED).

~~[Women shall have equal privileges with men in registering, voting, and holding Town offices. Whenever the masculine gender has been used as to any registering, voting, or holding Town office, it shall be construed to include the feminine gender.]~~

* * *

Section 2. **BE IT FURTHER RESOLVED** that this Charter Amendment Resolution is adopted this ____ day of _____, 2021, and that upon adoption by the Board of Commissioners of the Town of Upper Marlboro, Maryland a complete and exact copy of this Charter Amendment Resolution shall be posted in the Town Office for a period of at least forty (40) days following the date of its adoption. Additionally, a fair summary of the proposed Amendment shall be published in a newspaper of general circulation in the Town of Upper Marlboro not less than four (4) times at weekly intervals within the forty (40) days following the adoption this Charter Amendment Resolution.

Section 3. **BE IT FURTHER RESOLVED** that the Amendment initiated in this Charter Amendment Resolution shall take effect and shall become and be considered the Charter of the Town of Upper Marlboro, upon the fiftieth day after being so ordained or passed unless on or before the fortieth day after being so adopted and passed a referendum petition meeting the requirements of State law shall be presented to the Board of Commissioners of the Town of Upper Marlboro, Maryland or mailed to it by certified mail, return receipt requested, bearing a postmark from the United States Postal Service.

Section 4. **BE IT FURTHER RESOLVED** that when the Charter Amendment hereby initiated becomes effective, as provided herein, or following a referendum election, the Town Clerk shall send separately, by certified mail, return receipt requested, to the Department of Legislative Services within 10 days after the charter resolution becomes effective, the following information concerning the Charter Amendment: (i) the complete text of this Charter Amendment Resolution; (ii) the date of the referendum election, if any held with respect thereto; (iii) the number of votes cast for and against this Charter Amendment Resolution by the Board of

Commissioners of the Town of Upper Marlboro, Maryland or a referendum election; and (iv) the effective date of the Charter Amendment.

Section 5. **BE IT FURTHER RESOLVED** that the Town Clerk of the Town of Upper Marlboro is specifically instructed to carry out the provisions of Sections 2, 3, 4, and 5 hereof, as evidence of compliance herewith, the Town Clerk shall cause to be affixed to this Charter Amendment Resolution and to the Minutes of the Board of Commissioners Meeting in which it is adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 4, and shall further complete and execute the Certificate of Effect attached hereto.

INTRODUCED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the _____ day of _____, 2021.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the _____ day of _____, 2021.

ATTEST:

BOARD OF COMMISSIONERS OF THE
TOWN OF UPPER MARLBORO,
MARYLAND

John Hoatson
Clerk

Linda Pennoyer, President

Sarah Franklin, Commissioner

Effective Date: _____

Janice Duckett, Commissioner

CAPITALS : Indicate matter added to existing law
[Brackets] : Indicate matter deleted from existing law
Asterisks * * * : Indicate that text is retained from existing law but omitted herein.

Reviewed and Approved for Legal Sufficiency

Kevin J. Best, Esq.

Date: _____

CHARTER RESOLUTION CERTIFICATE

I, JOHN HOATSON, the duly appointed, and qualified Clerk to the Board of Commissioners of the Town of Upper Marlboro, a municipal corporation of the State of Maryland, do hereby certify that (i) the attached copy of Charter Amendment Resolution 01-2021 is true, correct and complete; (ii) Charter Amendment Resolution 01-2021 was duly adopted by the Board of Commissioners of the Town of Upper Marlboro at a regular meeting held on the ____ day of _____, 2021; (iii) said meeting was duly convened and a quorum was present and acting throughout; (iv) Charter Amendment Resolution 01-2021, after having been introduced and fully discussed, was duly adopted, all or a majority of Commissioners present voting in the affirmative; and (v) Charter Amendment Resolution 01-2020 has not been amended, modified or repealed and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Town of Upper Marlboro this ____ day of _____, 2021.

(SEAL)

John Hoatson, Town Clerk
The Town of Upper Marlboro

CHARTER AMENDMENT TIMELINE

DATE HEARING NOTICE POSTED: _____

DATE OF HEARING: _____

DATE OF INTRODUCTION: _____ (May be same as hearing)

DATE PASSED/POSTED: _____ (May be same as introduction)

40-DAY POSTING END DATE: _____

FAIR SUMMARY NEWSPAPER (x 4)

WEEKLY PUBLICATION DATES: _____

EFFECTIVE (50TH DAY) DATE: _____

The Town of Upper Marlboro

RESOLUTION: 2021-19
SESSION: Regular Town Meeting
DATE: August 10th, 2021

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO TO ENTER INTO A MASTER LEASE PURCHASE AGREEMENT FOR THE PROCUREMENT OF A FORD F-750 PUBLIC WORKS VEHICLE AND TO WAIVE THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING

WHEREAS, pursuant to Section 82–81 (Acquisition, Possession, and Disposal [of Property]) of the Charter of the Town of Upper Marlboro, the Town may acquire real, personal, or mixed property within or without the corporate limits of the Town for any public purpose by purchase, gift, bequest, devise, lease, condemnation, or otherwise and may sell, lease, convey, or otherwise dispose of or encumber any property belonging to the Town; and

WHEREAS, pursuant to Section 82–44 (Over–Expenditure Forbidden) of said Charter, no officer or employee shall during any budget year expend or contract to expend any money or incur any liability or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated for or transferred to that general classification of expenditure pursuant to this Charter, and that any contract, verbal or written, made in violation of the Charter shall be null and void, but that nothing in said section contained, however, shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease, or for services for a period exceeding the budget year in which such contract is made when such contract is permitted by law; and

WHEREAS, the Board of Town Commissioners finds that tax-exempt leasing (sometimes referred to as "financing," "lease financing" or "lease purchase") is a financing tool that allows tax-exempt entities to acquire essential use equipment now and pay over time; and that under a tax-exempt lease, title to the equipment passes to the Town at lease signing and the Town owns the equipment at the end of the term with no liens attached, and that there is no residual at the end nor any end-of-lease buyout, and that because the Lessee is tax-exempt, the Lessor is not required to pay federal income taxes on the interest generated by the lease, thus lower financing rates are available; and

WHEREAS, the Board of Town Commissioners recognizes the need to rebuild and properly outfit the Town's Police force to protect the residents and visitors of the Town of Upper Marlboro; and

WHEREAS, the Board of Town Commissioners under Public Works in the FY 2022 Condensed Budget has appropriated \$20,000 in FY '22 as Line Item 8330.2 (Capital Outlay – Vehicles); and

WHEREAS, the Board of Town Commissioners have deemed it in the best interest of the public safety welfare, and fiscal responsibility to enter into a Master Lease Purchase Agreement with Tax-Exempt Leasing Corp., an Illinois corporation, in the purchase and outfitting one F-750 Truck with a Landscape dump body; and

WHEREAS, pursuant to Section 82–56 (Purchasing and Contracts) of said Charter, all expenditures for

The Town of Upper Marlboro

contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

WHEREAS, the Board finds that according to Town Ordinance 2011-02, Section 6(a), that Tax-Exempt Leasing Corp. is a unique equipment finance company that provides innovative financing solutions to tax-exempt entities and municipalities nationwide and that this contract may be awarded without competition as the Board of Commissioners has determined and recorded in the minutes of a public meeting, after conducting a good faith review of available sources, that there is only one (1) reasonable source available for the required supply, service or construction item.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO that the above-referenced Master Lease Purchase Agreement, attached hereto and adopted by reference herein, is hereby awarded without competition in accordance with Section 6(a) of Ordinance 2011-02, and approved in accordance with the terms and conditions stated therein; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage and that the President/Mayor is authorized to execute the subject Master Lease Purchase Agreement totaling \$XXXXXX spread over four Town fiscal years with bi-annual payments of \$XXXXXX with the above-referenced Tax-Exempt Leasing Corp., and any related addenda, resolutions, schedules or exhibits thereto pertaining.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular public meeting on the _____ day of _____, 2021.

ATTEST:

BOARD OF COMMISSIONERS OF THE TOWN
OF UPPER MARLBORO, MARYLAND

John Hoatson, Clerk

Linda Pennoyer, President

Sarah Franklin, Commissioner

Janice Duckett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed. In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this _____ day of _____, 2021.

John Hoatson, Clerk

MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (hereafter referred to as "Agreement") dated as of «AgreementContract_Date», by and between «Lessor_Name», a «Lessor_State» corporation (herein referred to as "Lessor"), and «Lessee», a political subdivision or agency of the State of «Lessee_State» (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Lessee has exhausted all legally available means for making payment called for under this Agreement, (iii) Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, (iv) such failure to obtain funds has not resulted from any act or failure to act of Lessee, (v) Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those of the Property or which provide similar benefits to Lessee, and (vi) no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.



(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall indemnify, to the extent permitted by law, and save harmless Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent/assigns to sign and execute on its behalf, any and all necessary UCC-1 forms to perfect the Purchase Money Security interest herein granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations" as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during «Issue_Year». Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statement shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year «Present_Year».

Lessor: «Lessor_Name»

Authorized Signature
«Lessor_Address»
«Lessor_City_State_Zip»

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: «Lessee»

«Lessee_Authorized_Signer»,
«Lessee_Authorized_Signer_Title»
«Lessee_Physical_Address»
«Lessee_Physical_City_State_Zip»

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY
MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")
BY AND BETWEEN
Lessor, «Lessor_Name» and Lessee, «Lessee»
Dated as of «AgreementContract_Date»

QTY	DESCRIPTION
-----	-------------

	«Lessee_Equipment»
--	--------------------

SAMPLE

PROPERTY LOCATION:

«Equipment_property_location»
«Equipment_Property_Location_address»
«Equipment_Property_Location_City_State_Z»

EXHIBIT B

>> **SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE** <<
MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")
BY AND BETWEEN

Lessor: «Lessor_Name» and **Lessee:** «Lessee»

Dated as of «AgreementContract_Date»

PMT	PMT DATE		TOTAL	INTEREST	PRINCIPAL	OPTION TO PURCHASE
NO.	MO.	DAY YR	PAYMENT	PAID	PAID	after pmt on this line

Accepted By Lessee: _____
«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title»

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES
MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")
BY AND BETWEEN

Lessor, «Lessor_Name» and Lessee, «Lessee»

Dated as of «AgreementContract_Date»

I, «Lessee_Secretary», do hereby certify that I am the duly elected or appointed and acting «Lessee_Secretary_Title» (Keeper of the Records), of «Lessee», a political subdivision or agency duly organized and existing under the laws of the State of «Lessee_State», that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease-Purchase Agreement dated as of «AgreementContract_Date», between such entity and «Lessor_Name».

Name

Title

Signature

«Lessee_Authorized_Signer» «Lessee_Authorized_Signer_Title» _____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, «Present_Year».

BY: _____

«Lessee_Secretary», «Lessee_Secretary_Title»

Lessee certifies that **property and liability insurance**, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance— (PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, «Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title», of «Lessee» ("Lessee"), hereby certify that the Equipment to be leased to the undersigned under the certain Lease Agreement, dated as of «AgreementContract_Date», between such entity and «Lessor_Name» ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE: _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, «Present_Year».

By Lessee:

«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title»

For Lessee: «Lessee»

CERTIFICATE OF ACCEPTANCE

MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")

BY AND BETWEEN

Lessor, «Lessor_Name» and Lessee, «Lessee»

Dated as of «AgreementContract_Date»

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title» (*)

For Lessee: «Lessee»

ACCEPTED on this the _____ day of _____, «Present_Year».

(*) ACCEPTANCE MUST BE SIGNED **ONLY IF NO** ESCROW AGREEMENT IS INCLUDED

2. PROPERTY:

«EQUIPMENT_IN_CAPS», see attached Exhibit A.

3. USE: The primary use of the Property is as follows (PLEASE FILL OUT PRIMARY USE BELOW)

PRIMARY USE: _____

4. PROPERTY LOCATION:

«Equipment_property_location»
«Equipment_Property_Location_address»
«Equipment_Property_Location_City_State_Z»

5. INVOICING: Invoices shall be sent to the following address, including to whose attention Invoices should be directed:

«Lessee»
«Send_Invoices_To»
«Lessee_Mailing_Address»
«Lessee_Mailing_City_State_Zip»

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **(PLEASE CONFIRM INSURANCE TYPE BELOW)**

_____ Company Insured _____ Election to self-insure (in accordance with Section 10 of the Agreement).

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: **(PLEASE CONFIRM MAINTENANCE TYPE BELOW)**

_____ Maintenance Contract _____ Election to self-maintain

[to be retyped on letterhead of lessee's counsel]

«Lessor_Name»
Attention: Documentation Department
«Lessor_Address»
«Lessor_City_State_Zip»

RE: Municipal Lease-Purchase Agreement No.«Deal_Number»

Dear Lessor,

I have acted as Counsel to «Lessee» with respect to that certain Municipal Lease-Purchase Agreement No.«Deal_Number», by and between «Lessor_Name» as Lessor and «Lessee» as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of «Lessee_State» with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

RESOLUTION # _____

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING "«**LESSEE_EQUIPMENT**»".

WHEREAS, «**Lessee**» desires to enter into that certain Lease-Purchase Agreement No. «**Deal_Number**», by and between «**Lessor_Name**» and «**Lessee**», for the purpose of financing "«**Lessee_Equipment**»". The «**Lessee_City_Town_District_VFD**» desires to designate this Agreement as a "qualified tax exempt obligation" of the «**Lessee_City_Town_District_VFD**» for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The «**Lessee**» desires to designate «**Lessee_Authorized_Signer**», «**Lessee_Authorized_Signer_Title**», as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE «**LESSEE_CAPS**»:

Section 1. That the «**Lessee_City_Town_District_VFD**» enters into a Lease Purchase Agreement with «**Lessor_Name**» for the purpose of financing "«**Lessee_Equipment**»".

Section 2. That the Lease Purchase Agreement No. «**Deal_Number**», by and between the «**Lessee_City_Town_District_VFD**» and «**Lessor_Name**» is designated by the «**Lessee_City_Town_District_VFD**» as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the «**Lessee**» designates «**Lessee_Authorized_Signer**», «**Lessee_Authorized_Signer_Title**», as an authorized signer of the Lease Purchase Agreement Number «**Deal_Number**», by and between the «**Lessee**» and «**Lessor_Name**».

PASSED AND APPROVED by the Board of the «**Lessee**» in a meeting held on the ____ day of _____, «**Present_Year**».

Lessee: «**Lessee**»

Witness Signature

«**Lessee_Board_President**», «**Lessee_President_Title**»

«**Lessee_Secretary**», «**Lessee_Secretary_Title**»

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")
BY AND BETWEEN

Lessor, «Lessor_Name» and Lessee, «Lessee»
TAX ID # «Federal_TAX_ID» Dated as of «AgreementContract_Date»

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of «AgreementContract_Date» ("Agreement Date"), by and among «Lessor_Name» ("Lessor"), «Lessee» ("Lessee") and _____ ("Agent"),

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of «AgreementContract_Date» (the "Lease"), pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$«Fund_to_Escrow» ("Escrow Amount") for deposit by Agent in the «Lessee» Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall ~~make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.~~
4. Agent will invest the Fund, ~~as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.~~
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall ~~terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on «Escrow_Termination_Date» ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.~~
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement ~~except~~ from the Fund. Agent makes no warranties or representations ~~as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.~~
9. Agent shall be entitled to ~~rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.~~
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

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

LESSOR: «Lessor_Name»

BY: _____
Authorized Signer

LESSEE: «Lessee»

BY: _____
«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title»

AGENT: _____

BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1

MUNICIPAL LEASE-PURCHASE AGREEMENT No. «Deal_Number» (THE "AGREEMENT")
BY AND BETWEEN
Lessor, «Lessor_Name» and Lessee, «Lessee»
Dated as of «AgreementContract_Date»

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of «AgreementContract_Date» (Escrow Date), by and among the Agent, «Lessor_Name» as Lessor and «Lessee» as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.)

Lessee: «Lessee»

By: _____
«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title»

Lessor: «Lessor_Name»

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

«Lessee» as Lessee under that certain Municipal Lease-Purchase Agreement dated as of «AgreementContract_Date» ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s), hereby accepts such equipment, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, «Present_Year».

By Lessee:

«Lessee_Authorized_Signer», «Lessee_Authorized_Signer_Title»

For Lessee: «Lessee»



**First Western
Equipment Finance**
Financing Made Simple.

Municipal Finance Programs

Equipment Cost: *Enter Equipment Cost in "Customer Input" Tab

Transaction Size:	Public School / Municipal Programs				
	24 Month	30 Month	36 Month	48 Month	60 Month
\$3,500 - \$24,999.99	\$6,008.85	\$4,889.70	\$4,144.50	\$3,214.35	\$2,658.15
\$25,000 - \$49,999.99	\$5,953.50	\$4,833.00	\$4,086.45	\$3,154.95	\$2,597.40
\$50,000 - \$149,999.99	\$5,898.15	\$4,776.30	\$4,029.75	\$3,095.55	\$2,536.65
\$150,000 - \$499,999.99	\$5,876.55	\$4,754.70	\$4,006.80	\$3,072.60	\$2,513.70

Transaction Size:	Annual Payment Schedule for Municipal Customers			
	2 Year	3 Year	4 Year	5 Year
\$3,500 - \$24,999.99	\$69,849.00	\$48,181.50	\$37,354.50	\$30,901.50
\$25,000 - \$49,999.99	\$69,525.00	\$47,718.45	\$36,841.50	\$30,321.00
\$50,000 - \$149,999.99	\$69,187.50	\$47,263.50	\$36,315.00	\$29,754.00
\$150,000 - \$499,999.99	\$69,052.50	\$47,074.50	\$36,112.50	\$29,538.00

*All terms and conditions are subject to change and credit approval. Published rates are subject to change.

Prepared For: _____

Prepared By: _____

- * For Equipment Costs Over \$500,000 Please Call or Email for Quote
- * \$1.00 Purchase Option at Lease End
- * Quarterly, Semi-Annual & Annual Payment Plans Available
- * Non-Appropriations Clause is Included with Lease Documents
- * Private & Charter Schools May Not Qualify, Please Call for Details
- * Please Note that Program is Unavailable in New Mexico
- * This represents and equipment quotation only, not an approval to finance.

Submit Completed Credit Application to First Western Equipment Finance



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

August 10, 2021

VIA E-MAIL: wmorgan@uppermarlboromd.gov

William Morgan, Finance Consultant
Town of Upper Marlboro
14211 School Lane
Upper Marlboro, MD 20772

Dear Will,

Thank you for the opportunity to provide the following quote for the Town of Upper Marlboro for the financing of a Ford F-750 with Dump Body and Equipment. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$135,000.00		
Down Payment:	\$20,000.00 (due at lease signing)		
Finance Amount:	\$115,000.00		
Lease Start Date:	August 15, 2021		
1 st Payment Date:	July 15, 2022	(semi-annually thereafter)	
Term:	<u>3-years</u>	<u>4-years</u>	<u>5-years</u>
Rate*:	3.32%	3.36%	3.39%
Number of Payments:	Six (6)	Eight (8)	Ten (10)
Payment*:	\$20,581.90	\$15,703.96	\$12,780.63

** Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.*

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

Attached is an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the Town's last 2-years of audited financial statements and a copy of the current interim financial statement. Also, we need dealer and equipment information. Once these items are gathered, please fax the information to 847-247-0772 or e-mail to lynnet@taxexemptleasing.com.

I appreciate this opportunity and look forward to working with you. Please let me know if I can answer any questions. I can be reached at 847-247-0771, ext. 3.

Kind Regards,

Lynne Towle
Account Executive



August 4, 2021

William Morgan
Town of Upper Marlboro
(301) 509-0462
wmorgan@uppermarlboromd.gov

Dear Mr. Morgan,

Thank you for the opportunity to present proposed financing for Town of Upper Marlboro. I am submitting for your review the following proposed structure:

ISSUER:	Town of Upper Marlboro, MD		
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase		
EQUIPMENT COST:	\$ 130,460.88		
SEMI ANNUAL TERM:	6 Payments	8 Payments	10 Payments
INTEREST RATE:	2.914%	2.967%	3.194%
PAYMENT AMOUNT:	\$ 22,865.65	\$17,414.96	\$14,219.21
PAYMENTS BEGINNING:	6 Months from signing, semi-annually thereafter		

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Cody Thomas

Cody Thomas
Municipal Finance Specialist
Main: 817-722-0208

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

The Town of Upper Marlboro

RESOLUTION: 2021-20
SESSION: Regular Town Meeting
DATE: August 10th, 2021

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO TO AUTHORIZE THE PURCHASE OF A SURE-TRAC®, SCISSOR, DUMP TRAILER FROM TWP MOTORSPORTS FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Section 82–81 (Acquisition, Possession, and Disposal [of Property]) of the Charter of the Town of Upper Marlboro, the Town may acquire real, personal, or mixed property within or without the corporate limits of the Town for any public purpose by purchase, gift, bequest, devise, lease, condemnation, or otherwise and may sell, lease, convey, or otherwise dispose of or encumber any property belonging to the Town; and

WHEREAS, pursuant to Section 82–44 (Over–Expenditure Forbidden) of said Charter, no officer or employee shall during any budget year expend or contract to expend any money or incur any liability or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated for or transferred to that general classification of expenditure pursuant to this Charter, and that any contract, verbal or written, made in violation of the Charter shall be null and void, but that nothing in said section contained, however, shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease, or for services for a period exceeding the budget year in which such contract is made when such contract is permitted by law; and

WHEREAS, the Board of Town Commissioners finds that there is a need to properly outfit the Town’s Public Works Department to serve residents and visitors of the Town of Upper Marlboro; and

WHEREAS, the Board of Town Commissioners under certain Public Works expenditures in the FY 2022 Condensed Budget has appropriated \$10,000 in FY ’22 as Line Item 9003 (DPW Dump Trailer) and has identified other appropriate line items (to wit: _____) to provide the requisite appropriation of funding; and

WHEREAS, after conducting research, the Town staff has found that Quote Number 7159 dated July 21, 2021, from Tint Works Plus Inc. d/b/a TWP Motorsports of Waldorf at a quoted price of \$11,521.00 was the most reasonable and cost-effective price found for a Sure-Trac®, Scissor, Dump Trailer; and

WHEREAS, pursuant to Section 82–56 (Purchasing and Contracts) of said Charter, all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

WHEREAS, the Board finds that according to Town Ordinance 2011-02, Section 6(a), that this purchase may be authorized without competition as the Board of Commissioners has determined and recorded in the minutes of a public meeting, after conducting a good faith review of available sources, that there is only one (1) reasonable source available for the required supply, service or construction item.

The Town of Upper Marlboro

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Upper Marlboro that the above-referenced Quote (Invoice #7159), attached hereto and adopted by reference herein, is hereby awarded without competition in accordance with Section 6(a) of Ordinance 2011-02, and approved in accordance with the terms and conditions stated therein including any applicable manufacturer's warranties of Novae Corp. that may apply; and

BE IT FURTHER RESOLVED that provided that the necessary funds for this purchase are duly appropriated and available in the FY 22 Budget, this Resolution shall take effect immediately upon passage and that the President/Mayor is authorized to purchase said Sure-Trac®, Scissor, Dump Trailer from TWP Motorsports for \$11,495.00 and to execute any related addenda, purchased reorders, invoices, schedules or exhibits thereto pertaining to carry out the intent of this Resolution.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular public meeting on the _____ day of _____, 2021.

ATTEST:

BOARD OF COMMISSIONERS OF THE TOWN
OF UPPER MARLBORO, MARYLAND

John Hoatson, Clerk

Linda Pennoyer, President

Sarah Franklin, Commissioner

Janice Duckett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed. In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this _____ day of _____, 2021.

John Hoatson, Clerk



TWPMOTORSPORTS.COM 301-870-0290

THANK YOU

QUOTE

Created On:

1
S
4/20/2021

CUSTOMER INFORMATION			
Town Of Upper Marlboro		VIP#	
14211 School Lane			
Upper Marlboro	MD 20772	DBOND@UPPERMARLBOROM	
Home:	Work:	Cell: (301) 627-6905	

AUTOMOBILE DESCRIPTION	
Make:	Model:
Year:	Color:
VIN#:	
Odometer:	
Registration:	

INVOICE	TYPE	DATE	TIME	PAGE#
7159	ESTIMATE	7/21/2021	2:59 PM	1

DEALER INFORMATION	
ID#	
Ext:	
STK:	PO: RO:

APPOINTMENT INFORMATION	
Sales1: RITCHIE	Day: Tuesday Bay#: 0
Sales2:	Date: 04/20/2021
Start Time: 02:35 PM	Stop Time: 02:35 PM
Special:	
Dept/Class:	

JOB DESCRIPTION
QUOTE IS VALID FOR 30 DAYS DUE TO EXTREME MARKET SWINGS PRICE ON 16' 14K DUMP AS OF NOW IS \$12,395.00

QTY.	MODEL	MAKE	DESCRIPTION	SERIAL NO.	LIST	PRICE	SUBTOTAL
1	#MISCITEM	MISCITEM	SURE TRAC 7X14 SCISSOR DUMP 14K	#MISCITEM		\$11395.00	\$11395.00
1	#MISCITEM	MISCITEM	TARP SYSTEM	#MISCITEM		\$0.00	\$0.00
1	#MISCITEM	MISCITEM	ON BOARD BATTERY CHARGER	#MISCITEM		\$0.00	\$0.00
1	#MISCITEM	MISCITEM	UNDER BED RAMPS SET	#MISCITEM		\$0.00	\$0.00
1	#MISCITEM	MISCITEM	DUAL PURPOSE REAR DOOR/GATE	#MISCITEM		\$0.00	\$0.00
1	#MISCITEM	MISCITEM	5 WELDED IN D RINGS	#MISCITEM		\$0.00	\$0.00
1	MVAPROCESS	MVA	DEALER FEE (NOT REQUIRED BY LAW)	MVAPROCESS		\$100.00	\$100.00
1	MARYLANDDEA	SUBLET	MARYLAND DEALER FEE TAX	MARYLANDDEALERTAX		\$6.00	\$6.00
1	MVATEMPFEE	SUBLET	MVA TEMP TAG (60 DAY)	MVATEMPFEE		\$20.00	\$20.00

LABOR/SUBLET DESCRIPTION
SUBLET:

TERMS & CONDITIONS

TECHNICIAN

TECHNICIAN	START	STOP
TOTAL LABOR HOURS		

Materials:	\$11495.00
Labor:	\$0.00
Sublet:	\$26.00
Other:	\$0.00
Misc:	\$0.00
Subtotal:	\$11521.00
Sales Tax:	\$0.00
Invoice	\$11521.00

HOW PAID	
Paid Cash :	
Paid Charge :	
Card Info :	
Auth. Code :	
Paid Check :	Chk#
Paid House :	
A/R Open :	Due:
Deposit :	Type:

The Town of Upper Marlboro

RESOLUTION: 2021-21
SESSION: Regular Town Meeting
DATE: August 10th, 2021

A RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE TOWN OF UPPER MARLBORO TO PURCHASE TRASH CARTS AND RELATED PRODUCTS AND SERVICES FROM TOTER, INC., PURSUANT TO A NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COOPERATIVE PURCHASING CONTRACT FOR THE PURCHASE OF A QUANTITY OF 500, 64-GALLON, TOTER RESIDENTIAL RECYCLING BINS

WHEREAS, pursuant to Section 82–81 (Acquisition, Possession, and Disposal [of Property]) of the Charter of the Town of Upper Marlboro, the Town may acquire real, personal, or mixed property within or without the corporate limits of the Town for any public purpose by purchase, gift, bequest, devise, lease, condemnation, or otherwise and may sell, lease, convey, or otherwise dispose of or encumber any property belonging to the Town; and

WHEREAS, pursuant to Section 82–44 (Over–Expenditure Forbidden) of said Charter, no officer or employee shall during any budget year expend or contract to expend any money or incur any liability or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated for or transferred to that general classification of expenditure pursuant to this Charter, and that any contract, verbal or written, made in violation of the Charter shall be null and void, but that nothing in said section contained, however, shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease, or for services for a period exceeding the budget year in which such contract is made when such contract is permitted by law; and

WHEREAS, the Board of Town Commissioners finds that the City of Tucson, AZ has publicly solicited and awarded to Toter, LLC a cooperative purchasing agreement (Contract #171717) for Toter refuse containers, related waste, and recycling products, and this cooperative purchasing agreement is available to public agencies and non-profit entities nationwide via the National Intergovernmental Purchasing Alliance (NIPA or National IPA, now OMNIA Partners, Public Sector); and

WHEREAS, the Board of Town Commissioners further finds that Toter, LLC is a North Carolina business entity registered and in good standing with the State of Maryland as a foreign limited liability company; and

WHEREAS, the Board of Town Commissioners further finds that the Town’s current residential recycling bins are past their recommended life expectancy and are in need of being replaced; and

WHEREAS, the Board of Town Commissioners under the Public Works line item in the FY 2022 Condensed Budget has appropriated \$25,000 for the purchase of new recycling bins; and

WHEREAS, after research by the staff, the Board of Town Commissioners further finds that Quote Number WQ-10177451 from Toter, LLC trading as Toter in cooperation with Omnia Partners (formerly U.S. Communities Government Purchasing Alliance) of \$21,911.52 for 500 Qty (\$40.13 sales

The Town of Upper Marlboro

price each), Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Carts is a reasonable and cost effective quote; and

WHEREAS, pursuant to Section 82–56 (Purchasing and Contracts) of said Charter, all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall typically be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

WHEREAS, the Board finds that according to Town Ordinance 2011-02, Section 6(c) (Cooperative and wholesale purchasing), notwithstanding any other provision of said Ordinance, the Board of Commissioners may contract with any supplier who offers goods or services on the same terms as provided other state or local governments or agencies thereof if the Board of Commissioners finds that the cost of the items to be purchased is equal to or less than that which could be obtained by competitive procurement; and

WHEREAS, the Board finds that according to Town Ordinance 2011-02, Section 6(a), that the cost of the items to be purchased under Quote Number WQ-10177451, as amended, is equal to or less than that which could be obtained by competitive procurement (to wit: originally in 2017 under the Tucson Contract (Contract #171717) the unit price was \$40.13 per cart with the contract allowing for quarterly price adjustments to reflect the current resin market and the Plastics News Resin Index), and that NIPA (National IPA, now OMNIA Partners, Public Sector) and Toter have implemented a new 5-year contract that extends this competitive pricing until 2023.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO that the Board hereby approves the purchase of trash carts and related products and services from Toter, Inc., pursuant to a National Intergovernmental Purchasing Alliance cooperative purchasing contract, through January 31, 2023, and any future renewal periods, as referenced above; and

BE IT FURTHER RESOLVED that this purchase hereby awarded as a cooperative purchase in accordance with Section 6(c) of Ordinance 2011-02, and approved in accordance with the terms and conditions of the Wastequip Terms and Conditions of Sale available at www.wastequip.com/terms-conditions-of-sale; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon passage and that the President/Mayor is authorized to purchase 500, Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Carts and execute any related addenda, schedules, purchase orders or exhibits thereto pertaining to carry out the intent of this Resolution.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular public meeting on the _____ day of _____, 2021.

ATTEST:

BOARD OF COMMISSIONERS OF THE
TOWN OF UPPER MARLBORO, MARYLAND

The Town of Upper Marlboro

John Hoatson, Clerk

Linda Pennoyer, President

Sarah Franklin, Commissioner

Janice Duckett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed. In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this _____ day of _____, 2021.

John Hoatson, Clerk

Sell To:

Contact Name	Kyle Snyder	Ship To Name	Town of Upper Marlboro
Bill To Name	Town of Upper Marlboro	Ship To	14211 School Ln
Bill To	14211 School Ln Upper Marlboro, MD 20772 USA		Upper Marlboro, MD 20772 USA
Email	deputyclerk@uppermarlboromd.gov		
Phone	(301) 627-6905 x1104		

Quote Information

Salesperson	Shane Gore	Created Date	8/9/2021
Salesperson Email	sgore@wastequip.com	Expiration Date	8/23/2021
		Quote Number	WQ-10203104
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	500.00	\$50.38	\$25,190.00
2 Plastics-Op-BHSP-Saddle	---Body Hot Stamp on Front/Saddle (Existing)		500.00	\$0.00	\$0.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$25,190.00
Shipping Terms	FOB Origin	Shipping	\$1,846.52
		Tax	\$0.00
		Grand Total	\$27,036.52

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10203104

are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract
Information

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 11-1-2020 through 1-31-2021. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



PROPOSAL

Proposal Number: 007010-1

Proposal Date: July 2, 2021

Opportunity No.: 007010

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

Proposal Presented To:

Town of Upper Marlboro
20772

TO: Kyle Snyder

FROM: Justin Wilson

RE: Town of Upper Marlboro Town Hall Playground-Change Order 3 - DPIE Efforts

Customer ID	Good Through	Sales Rep Name
Town of Upper Marlboro	30 days from proposal date	Justin Wilson

Quantity	Unit Type	Description	Unit Price	Amount
1	Lump Sum	<p><u>PG COUNTY – DPIE LAND DEDICATION COORDINATION</u></p> <p>During the routine permit review process, Sparks at Play and their Civil Engineer, AMT, LLC (AMT) received plan review comments from the PG County Department of Permitting, Inspections and Enforcement (DPIE) office. The comments consisted of a series of items some applicable to the play area improvements but other that were outside the scope of the play area improvements.</p> <p>These improvements resulted in back and forth conference calls; creation of exhibits; email correspondence; survey department evaluation of land dedication; site visit to check on swale conditions; land dedication deferral letter; and discussion of future phase of work. The outcome of the communications with DPIE was successful in that this phase 1 work would be allowed to go into permit and construction without any written proffers. These unforeseen tasks resulted in additional effort beyond the original contract.</p> <p>ASSUMPTIONS: The above services will be provided with the following assumptions.</p>	\$4,500.00	\$4,500.00



PROPOSAL

Proposal Number: 007010-1

Proposal Date: July 2, 2021

Opportunity No.: 007010

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

Quantity	Unit Type	Description	Unit Price	Amount
		1. Any permit processing and document submittals will be performed by the Expediter currently under contract. 2. Any required payment and/or fees for review and permits will be paid by the Town of Upper Marlboro through a Change Order at the end of the project, billed as one lump sum for any outstanding amounts. 3. Any land dedication effort that may be required will be performed as a future additional service task. 4. It is assumed that any new public street improvements will not be included/performed under this task. 5. The existing light/power poles along Old Crain Highway will remain in place and not be required to be relocated. 6. Any boundary survey that is required will be performed as part of a future phase of work. 7. We understand that the owner/client has accepted the DPIE conditions of land dedication; pole(s) relocation; street improvements; boundary survey will be performed as part of the future Phase 2 improvements.		
			SUBTOTAL	\$4,500.00
			SALES TAX	\$0.00
			TOTAL AMOUNT	\$4,500.00

SCOPE OF WORK:

Provide labor and plans per line item descriptions/options above for the added effort of securing the permits and working with DPIE.

EXCLUSIONS:

Sparks at Play excludes installation, wage rates, fees, inspections, maintenance of traffic, traffic control, and all other work not stated in the above SCOPE OF WORK.



PROPOSAL

Proposal Number: 007010-1

Proposal Date: July 2, 2021

Opportunity No.: 007010

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

SECURITY NOT PROVIDED: Based on the SCOPE OF WORK above, Sparks at Play, LLC will not be responsible for security after our crew has left the job site each day, unless we are the acting general contractor.

WEATHER: Favorable weather conditions must be present for the proper installation products. Sparks at Play, LLC reserves the sole and exclusive right to determine if appropriate daily weather conditions exist prior to our dispatch of installation crew.

WORK DAY: Normal work hours are weekdays between 7 am and 5 pm. However, work hours may be adjusted to early morning or late evening to facilitate the installation. This pricing does not include any weekend or evening work.

Please note all pricing and terms are subject to change unless contract agreement has been made.

TERMS: Payment terms are as follows:

50% deposit due upon signing, and monthly progressive billing. By signing this proposal, the customer and/or customer's agent agrees that in the event that the customer cancels this order, the customer will need to pay a cancellation fee. If the order is cancelled prior to being shipped, the fee will be 30% of entire proposal amount. Once the product has left the manufacturer the cancellation fee will be 100% of the shipped product plus 20% of the remainder of the proposal. Proposal expires in 30 days.

New customers for projects not secured by a payment and performance bond or government funding will require a credit application.

CREDIT CARD: We do not accept credit card payments.

Note that prices increase after January 1. All product must be ordered **and** shipped prior to December 31. Check lead times and available delivery dates to ensure your order is placed and shipped this year to avoid a price increase. Orders will not be placed until submittals are approved.

COLLECTION EXPENSE: Sparks at Play, LLC shall be entitled to recover from purchaser its collection costs, including the reasonable fees of counsel, if Sparks at Play, LLC turns purchaser's account over to an attorney or collection agency for collection.

Please call if you have any questions.

Accepted by Customer: _____

Print Name: _____

Customer PO Number: _____ **Date:** _____

***IF YOU ARE A TAX-EXEMPT ORGANIZATION PLEASE SUPPLY A COPY OF YOUR TAX EXEMPTION
CERTIFICATE AT TIME ORDER IS PLACED OR SALES TAX WILL BE CHARGED.***

THE TOWN OF UPPER MARLBORO, MARYLAND

Annexation Resolution No. 01-2021

**RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN LANDS
(TAX MAP __, PARCELS ____, [NORTH OF ____] &
TAX MAP __, PARCELS ____ INTO THE TOWN OF UPPER
MARLBORO (THE SECOND ANNEXATION))**

A RESOLUTION TO APPROVE THE ANNEXATION OF APPROXIMATELY X PARCELS/LOTS OF LAND CONSISTING OF AN ANNEXATION AREA OF 189.08 ACRES OF LAND, MORE OR LESS, LOCATED IN THE 3RD ASSESSMENT DISTRICT OF PRINCE GEORGE’S COUNTY, AND LOCATED GENERALLY North AND EAST OF THE PRESENT CORPORATE LIMITS OF THE TOWN OF UPPER MARLBORO, INCLUDING LANDS SITUATED North/SOUTH OF ____ BOUNDED BY OR STRADDLING ____, INTO THE CORPORATE TERRITORY OF THE TOWN OF UPPER MARLBORO AS MORE FULLY DESCRIBED IN THIS RESOLUTION; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ANNEXATION TO THE TOWN OF UPPER MARLBORO; AMENDING THE CHARTER OF THE TOWN OF UPPER MARLBORO FOR THE PURPOSES OF INCLUDING THE ANNEXED PROPERTY WITHIN THE LEGAL DESCRIPTIONS AND PLATS DEPICTING THE CORPORATE LIMITS OF THE TOWN; AND GENERALLY ALL MATTERS RELATED TO SAID ANNEXATION.

WHEREAS, the Board of Commissioners finds it to be in the best interest of the Town of Upper Marlboro (the “Town”) to initiate this Resolution proposing the annexation of certain lands (Tax Map 102, Parcel __, [North and South of __ Avenue (MD __)] & Tax Map __, Parcel __; & Tax Map __, Parcel __; & ... into the Town (the “Second Annexation) including the lands commonly known as the __ and ____ Properties, a portion of the __ Avenue (MD __) public right-of-way, a portion of the __ Street (MD __) public right-of-way, the ____ property at ____ Road, ... as more fully described herein below and particularly as described in the metes and bounds description of Section 2 provided below and the map of the first annexation of the Town of Upper Marlboro, prepared by Charles P. Johnson and Associates, Inc. (July 2021) attached hereto; and

WHEREAS, The Town is authorized by the Town Charter and provisions of Title 4, Subtitle 4 of the Local Government Article, of the Annotated Code of Maryland (the “Maryland Code”) to expand its municipal boundaries by annexing lands which are adjoining and contiguous; and

WHEREAS, this Resolution is initiated by the Town Board of Commissioners pursuant to §4-403 of the LG Art., of Maryland Code; and

WHEREAS, the property to be annexed will consist of adjoining public ways and X parcels of land (Tax Map 102, Parcel __, ...totaling X acres of land, more or less, contiguous and adjoining to the existing southern and eastern corporate boundaries of the Town, and more

particularly described herein below (the “Annexation Property”) owned by ___, ... and the State of Maryland; and

WHEREAS, parts of the Annexation Property are currently zoned according to the following categories or classifications: ... pursuant to the County Zoning Ordinance as depicted on the County Zoning Map; and

WHEREAS, the Local Government Article (“LG”), §4-403 of the Maryland Code states that “[b]efore an annexation resolution is introduced, the legislative body shall obtain consent from: (1) at least 25% of the registered voters who are residents in the area to be annexed; and (2) the owners of at least of 25% of the assessed valuation of real property in the area to be annexed...”; and

WHEREAS, the Annexation Property is described in the metes and bounds legal description of a parcel or parcels of land referenced herein below as the Second Annexation, and the Annexation Property is more further described or depicted on a map exhibit entitled “Map of the Second Annexation of the Town of Upper Marlboro, Prince George’s County, Maryland, 1” = 300’, July 2021” prepared by Charles P. Johnson and Associates, Inc., which is attached hereto as Exhibit A, and the Annexation Property is further shown on the Prince George’s County TAX MAP (Tax Map ___, Parcel ___ (Account No. ___), & Tax Map ___, Parcel ___ (Account No. ___); & Tax Map ___, Parcel ___ (Account No. ___); & Tax Map ___, Parcel ___ (Account No. ___); and

WHEREAS, a proposed Annexation Plan consistent with the requirements of Section 4-415 of the Local Government Article, of the Annotated Code of Maryland has been prepared and submitted to the Town and made available for public review and discussion; a copy of the Annexation Plan has been provided to the Prince George’s County Council and the County Executive, the Maryland-National Capital Park and Planning Commission, and the Maryland Department of State Planning at least thirty (30) days prior to the date of the public hearing to be conducted on this Resolution by the Board of Commissioners of the Town of Upper Marlboro; and

WHEREAS, all requirements of the Laws of the State of Maryland, Prince George’s County and the Charter and laws of The Town of Upper Marlboro regarding initiation of this annexation by the Town’s legislative body have been satisfied, and the Town Board of Commissioners has determined that it is desirable to initiate by resolution the annexation process for the benefit of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO the following:

Section 1. Modification of Town Boundaries. The municipal boundaries of The Town of Upper Marlboro, Maryland shall be and are hereby amended to incorporate into The Town of Forest Heights the Annexation Property, as described in the metes and bounds legal description of parcels of land referenced herein below as the Second Annexation, and the Annexation Property is more further described or depicted on a map exhibit entitled “Map of the First Annexation of the Town of Upper Marlboro, Prince George’s County, Maryland, 1” = 300’,

July 2021” prepared by Charles P. Johnson and Associates, Inc., and certified by Steven William Jones, Professional Land Surveyor, which is attached hereto as Exhibit A, and the Annexation Property is further shown on Prince George’s County Tax Map __, Parcel _ (Account No. __), & Tax Map __, Parcel __ (Account No. __); & Tax Map __, Parcel __ (Account No. __); & Tax Map __, Parcel __ (Account No. __). The annexation plat or map shall be subject to technical review and correction by the Town, or its designee, prior to the public hearing to be held on this Resolution.

Section 2. Amendment of Town Charter. Pursuant to the authority of Article XI-E of the Constitution of Maryland and the Local Government Article (Division II) of the Maryland Code, the Charter of the Town of Upper Marlboro (as published in the *Public Local Laws of Maryland – Compilation of Municipal Charters*) be and the same is hereby amended in Section 82-2 of said Charter by amending said Section to read as follows (changes underlined and/or in italics but not bold font) by adding the following subsection containing the metes and bounds description of the Annexation Property:

...

Corporate Limits

Section 82–2. The corporate limits of the Town shall be as follows:

(a) Original Boundaries. Commencing at the mouth of the Federal Spring Branch at its confluence with the Western Branch and running down with the meanders of the Western Branch on the south side thereof, and exclusive of said branch, to the stream beyond James B. Belt’s meadow; then up and with said stream to the small bridge culvert on the road from Upper Marlboro to Rosaryville, back of the former residence of A. S. Brooke; then in an air or direct line across the land of Frederick Sasscer to the Federal Spring Branch at a point which will throw into the corporation all the land formerly purchased by Thomas E. Williams and C. C. Magruder, Jr., of the trustees of D. Benedict J. Gardiner; then down and with the meanders of said Federal Spring Branch on the south side thereof, and exclusive of said branch to its mouth, the beginning point aforesaid.

(b) First Annexation. The boundaries of Upper Marlboro are hereby extended to include the following parcel or area of land:

(c) Second Annexation. The boundaries of Upper Marlboro are hereby extended to include the following parcel or area of land:

***[TBD]

Section 3. Application of Town Charter and Ordinances. Upon the effective date of this Resolution, the provisions of the Charter, and ordinances of The Town of Upper Marlboro, and any local public laws enacted or to be enacted affecting The Town of Upper Marlboro, shall

be effective within the Annexation Property except to the extent that federal or state law, this Resolution, an Annexation Agreement or the Annexation Plan provides otherwise.

Section 4. Zoning Classification. The Annexation Property is governed under the land use jurisdiction of the District Council of Prince George's County and the Maryland-National Capital Park and Planning Commission ("M-NCPPC"). The Annexation Property is currently zoned ... on certain portions of the subject parcels pursuant to the County Zoning Ordinance.

Section 5. Annexation Plan. The Town has prepared an Annexation Plan with regard to the Annexation Property. The Annexation Plan is attached hereto as Exhibit B, but is not part hereof and the Town reserves the right to amend the Annexation Plan prior to final adoption of this Resolution in a manner consistent with Local Government ("LG") Article, Section 4-415 of the Maryland Code. The Annexation Plan may not be construed in any way as an amendment to this Resolution. A copy of the Annexation Plan has been provided to the Prince George's County Council and the County Executive, M-NCPPC, and also to the Maryland Department of State Planning ("MDP") at least thirty (30) days prior to the date of the public hearing conducted by the Board of Commissioners on this Resolution.

Section 6. Public Hearing and Public Notice. A public hearing, as required by the provisions of LG Article, Section 4-406 of the Maryland Code, shall be held by the Town at a time to be determined by the Board of Commissioners, and duly advertised according to the provisions of that statute. Public notice of the proposed public hearing shall be given at least four (4) times, at no less than weekly intervals, in a newspaper of general circulation in Upper Marlboro, Maryland, the last day of which public notice shall precede the public hearing by at least fifteen (15) days, all in accordance with the provisions of Section 4-406, LG Article of the Maryland Code. Upon the first publication of the public notice a copy thereof, including exhibits, shall be provided to:

- (a) the Prince George's County Council, and the County Executive,
- (b) the Maryland-National Capital Park and Planning Commission (c/o the Prince George's County Planning Department), and
- (c) The Prince George's County Planning Board.

Section 7. Registration of Boundaries. Within ten (10) days of the effective date of this Resolution, in accordance with the provisions of the Local Government Article, Sections 4-414 and 4-308 of the Maryland Code, the President/Mayor, or her designee, shall promptly forward a copy of this Resolution with the new municipal boundaries to the Town Clerk, the Clerk of the Circuit Court for Prince George's County, Maryland, the M-NCPPC, and to the Maryland Department of Legislative Services. Each such official or agency shall hold this Resolution with the new municipal boundaries on record and available for public inspection.

Section 8. Effective Date. This Resolution shall be deemed "finally enacted" on the date on which the Commissioners indicate their approval of the Resolution by affixing their signatures hereto. This Resolution shall become effective forty-five (45) days after final enactment, unless it is subject to a petition for referendum by at least 20% of the qualified voters

of the municipality, whereas should said petition come to pass and be verified to be in compliance with law, the President/Mayor shall suspend this Resolution by proclamation pending the results of the referendum.

AND BE IT FURTHER RESOLVED, by the Board of Commissioners of the Town of Upper Marlboro, that the corporate boundaries of the Town of Upper Marlboro be, and they hereby are, enlarged and extended by including therein the Annexation Area referred to and described in this Resolution and in Exhibit A attached hereto and incorporated herein by reference.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular/special meeting on the _____ day of _____, 2021.

ATTEST:

BOARD OF COMMISSIONERS OF THE
TOWN OF UPPER MARLBORO,
MARYLAND

John Hoatson
Clerk

Linda Pennoyer, President

Sarah Franklin, Commissioner

Enactment Date: _____

Janice Duckett, Commissioner

Reviewed and Approved for Legal Sufficiency

Kevin J. Best, Esq.

Date: _____

CERTIFICATION

I, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION OF THE TOWN OF UPPER MARLBORO DESIGNATED ANNEXATION RESOLUTION NO. 01 - 2021, WAS DULY INTRODUCED AND READ, AND THEREAFTER ADVERTISED FOR FOUR SUCCESSIVE WEEKS, AND CONSIDERED AT A PUBLIC HEARING ON AUGUST __, 2021 AND WAS ADOPTED BY THE BOARD OF COMMISSIONERS AT A DULY ANNOUNCED PUBLIC MEETING, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND AND CHARTER OF THE TOWN OF UPPER MARLBORO.

ATTEST:

John Hoatson, Clerk

EXHIBIT A - "Map of the First Annexation of the Town of Upper Marlboro, Prince George's County, Maryland, 1" = 300', July 2021" prepared by Charles P. Johnson and Associates, Inc.

ANNEXATION RESOLUTION SCHEDULE

RESOLUTION INTRODUCTION DATE: _____

ANNEXATION PLAN TO COUNTY, MDP, M-NCPPC & PGCPB (AT LEAST 30 DAYS BEFORE HEARING): _____

HEARING NOTICE PUBLICATION DATES: 1 _____
(4 NOTICES FOR 4 WEEKS PRIOR TO HEARING) 2. _____
3. _____
4. _____

MAIL PUBLIC NOTICE TO CO. COUNCIL, MDP & M-NCPPC: _____

PUBLIC HEARING DATE (NOT LESS THAN 15 DAYS AFTER THE FINAL PUBLICATION OF THE NOTICES): _____

ENACTMENT DATE (ON OR AFTER HEARING DATE): _____

EFFECTIVE DATE (45 DAYS AFTER ENACTMENT): _____

FILE ENACTED RESOLUTION (WITH CLERK OF CIR. COURT, MD. DEPT. LEGISLATIVE SERVICES, COUNTY TAX ASSESSOR & M-NCPPC W/I 10 DAYS): _____

Note: All items to be delivered or mailed to the County or the County Council shall include a separate delivery or publication to the County Executive.