

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

REGULAR TOWN MEETING

October 12, 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/88602160019?pwd=QnpTZFZDOTZsUIE0ak9WekVWakxvdz09>

Meeting ID: 886 0216 0019; Passcode333230; Dial-in only: 301-715-8592

NOTICE OF CLOSED SESSION, BOARD OF COMMISSIONERS CLOSED SESSION

**Tuesday, October 12, 2021, Virtual Meeting,
Preceding The October Regular Town Meeting
6:00 PM**

According to the Annotated Code of Maryland, the Board of Commissioners of the Town of Upper Marlboro, Maryland have the statutory authority to close a session under general provisions article 3-305b for the reasons of subsection: (7)___ "To consult with counsel to obtain legal advice"; (14)___ "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process."

The Board of Commissioners propose to go into Closed Session on Tuesday, October 12, 2021, preceding the October Regular Town Meeting to obtain legal advice from counsel and discuss contracts.

Call to Order

- Roll Call
- Pledge of Allegiance
- President's Statement from the September 28, 2021, Closed Session
- Consent to the Agenda

Approval of Meeting Minutes & Financial Reports

- Approval of the September 14, 2021, Regular Town Meeting minutes
- Approval of the September 21, 2021, Special Board Work Session minutes
- Approval of the September 28, 2021, Board Work Session minutes
- Finance Report & Approval of the Treasurer's Report, as of September 30, 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) Code Appeal: 14311 Rectory Lane (Board Discussion)
- 2) POD Permit Extension: 14133 Spring Branch Road (Board Approval)
- 3) Town Roadway & Survey RFP (Board Approval)
- 4) Resolution 2021-24: Police Vehicle Lease Agreement (Board Vote)
- 5) Annexation Phase 2 & 3 Plan (Board Discussion & Vote)

Administrative Updates

- 1) Legislation, Projects and Initiatives
- 2) General Commissioner & Staff items

Public Comment

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

Adjournment

*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.

CLOSED SESSION SUMMARY SHEET TO BE READ INTO RECORD

Date: September 28, 2021

Time: 9:45 PM

Location: Town of Upper Marlboro Town Hall / Virtual Meeting

Closed Under Annotated Code:

3-305 (b) (14) "Before a contract is awarded or bids are opened, to discuss a matter directly related to negotiating
strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability
of the public body to participate in the competitive bidding or proposal process.

Those Who Voted To Go Into Closed Session:

Commissioner Pennoyer; Commissioner Franklin & Commissioner Duckett

Unanimous Of Elected Officials In Attendance:

Commisioner Pennoyer; Commissioner Franklin & Commissioner Duckett

Those In Attendance;

Commisioner Pennoyer; Commissioner Franklin & Commissioner Duckett, Kyle Snyder Town Administrator,

David Burse, Chief of Police and William Morgan, Director of Finance.

Actions Taken: No Votes Were Taken, Please See Relevant Notes:

No votes taken

Topics Discussed:

Contracts

Relevant Notes: None

Town of Upper Marlboro

REGULAR TOWN MEETING

September 14, 2021 • 7:00 p.m.

Unapproved Minutes

This meeting was conducted via Zoom Video Conference:

Call to Order

The meeting was called to order at 7:02 p.m.

Roll Call: Commissioner/Treasurer Sarah Franklin; Commissioner Janice Duckett (Excused Absence); 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, Vickie Stewart

Also present: TUMHC Archivist Brian Callicott; Joseph Hourclé /Board of Supervisors of Elections; Marlborough Towne HOA Chair Monica Williams; Ray Feldmann/Feldmann Communications Strategies LLC; Jacob Moore / Greenwill, Wanda G. Melvin Mason, Stacy Jordan

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 August 10, 2021, the Regular Board Work Session minutes from August 24, 2021, and the Treasurer's Report as of August 31, 2021. President Pennoyer seconded. All Board minutes from August Town Meeting and Regular Work Session, plus, the August Treasurer's Report were unanimously accepted and approved as presented.

Reports

Departments/Committees:

Public Safety:

Traffic Complaint 1	Commercial Alarm 8	Fraud Report 1
Domestic Call 4	Check on Welfare 1	Hit & Run Call 1
Residential Alarm 1	Death Report 1	Lost Property 2
Vehicle Accident 1	Loud Music 1	Disorderly Call 3
Theft Report 2	Miscellaneous Report 1	Trespassing Call 1
Suspicious Auto 6	Vandalism Call 1	Suspicious Person 5

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 and Sgt. Irby monitored a small protest at the Prince George's County Courthouse.

Chief Burse participated in the CERT monthly meeting.

Sgt. Irby completed In-Service & Firearms training with the Prince George's County Police.

Chief Burse participated in a virtual meeting with the Office of the County Executive regarding the municipal partnership with the Prince George's County Police & Fire Department

Chief Burse and Kyle Snyder reviewed the submitted proposals for the Speed and Red-Light Cameras.

Chief Burse and Mayor Pennoyer participated in the installation of the new leader of the International Moose Lodge.

Chief Burse, Sgt. Irby and Code Officer Stewart participated in the Cruzin' Main Street Car Show.

Chief Burse assisted the City of Bowie Police Department with their Property & Evidence Audit.

Public Works:

Public Works Related

Orders for new dump body truck and trailer put in to Chesapeake Ford and TWP Motorsports.

New PWC M. Sheckels onboarded and began training in PW operations and equipment.

PW Vehicles inspected by County Health and DOE inspectors for annual update.

PWD and TA Snyder met with representatives of Dennison Landscaping and Landscape Design to get ideas and quotes for Cahn Memorial beautification.

PWD held individual meeting with Crew Leads ensure new roles and expected duties were understood.

PWC were signed up for a National Traffic Incident Management Training course that took place in September.

Maintenance and Beautification

Maintenance of the PW generator and weed eaters performed in house. Tractor sent to Kubota for a once over and minor issues.

Trucks 215 and 216 sent in for routine maintenance.

Pet waste station supplies ordered.

Street and Sidewalk

PWD met with County Inspector Watson to show and inspect all sinkholes within the county's right of way.

Fallen tree on Old Crain Hwy resulted in traffic control and partial shutdown.

PWD submitted a list of service requests for issues in the MDOT right of way.

PW completed set up and take down of road closures for Cruzin on Main.

Weather Related Activities-

PWC acquired sandbags to divert stormwater around the PW office in preparation for the remnants of Ira.

Refuse Accumulations

Bulk day accumulations for solid wastes (Landfill) are 4.89 tons. Bulk day accumulations for yard waste collections are 3.94 tons. We had no dump body rentals for the month.

Finance Department:

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

REVENUE

BUDGET CODE	DESCRIPTION	ACTUAL	APPROVED BUDGET
Fines, Licenses & Permits			
6154	Franchise Fee	\$ 3,081.94	\$ 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	\$ 13,538.03	\$ 10,000.00
6354	Room Rental	\$ -	\$ 669.00
6355	Parking Meters	\$ 28,590.94	\$ 174,000.00
6381	Parking Fines/Penalties	\$ 4,891.77	\$ 35,000.00
6383	Red Light Camera	\$ -	\$ -
6550	Pub/Edu/Govt Broadcasting	\$ 1,087.01	\$ 5,000.00
	TOTAL	\$ 51,189.69	\$ 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	\$ 647.54	\$ 1,000.00
	TOTAL	\$ 647.54	\$ 7,250.00

Taxes

6101	Commercial	\$	51,218.18	\$	189,541.00
6102	Non-Commercial	\$	1,751.18	\$	171,698.00
6103	Delinquent - RE	\$	-	\$	5,000.00
6104	BPPT - FY2022	\$	16,765.52	\$	35,555.00
6105	Public Utilities	\$	-	\$	700,999.00
6106	Income Taxes	\$	4,421.07	\$	315,000.00
	TOTAL	\$	74,155.95	\$	1,417,793.00

	Total Revenue	\$	131,614.65	\$	1,704,532.00
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EXPENDITURES**GENERAL GOVERNMENT**

	Administrative Salary & Wages	\$	37,863.54	\$	257,279.00
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	Payroll Deductions & Benefits				
8124	Employer Tax	\$	7,406.71	\$	59,000.00
8125	Pension Benefits	\$	4,742.43	\$	60,000.00
8126	Medical Employee Benefits	\$	17,493.29	\$	110,000.00
8128	Life Insurance	\$	-	\$	6,800.00
	TOTAL	\$	29,642.43	\$	235,800.00

Professional Services

8073	Accounting Services	\$	1,500.00	\$	18,000.00
8074	Auditing Services	\$	20,000.00	\$	20,000.00
8075	Payroll Processing (TPA)	\$	642.28	\$	5,000.00
8110	Town Attorney & Legal	\$	2,466.00	\$	55,000.00
8115	IT Support & Equipment	\$	1,618.33	\$	10,000.00
8205	Media Relations	\$	9,000.00	\$	18,000.00
8206	Government Relations	\$	6,000.00	\$	36,000.00
8207	Human Resource Services	\$	995.00	\$	12,000.00
8208	Planning Firm	\$	15,572.00	\$	-
	TOTAL	\$	57,793.61	\$	174,000.00

Insurance & Benefits

8120	General Liability	\$	14,065.00	\$	15,000.00
8121	Bonds	\$	-	\$	500.00
8122	Workers Compensation	\$	15,574.00	\$	15,500.00
8123	Insurance Claims	\$	-	\$	5,000.00
	TOTAL	\$	29,639.00	\$	36,000.00

Operating

8077	Public Notices	\$	200.00	\$	1,500.00
8080	Bank Charges	\$	4,548.27	\$	20,000.00
8086	Trainings & Memberships	\$	1,638.01	\$	5,000.00
8090	Postage	\$	241.84	\$	3,000.00
8092	Printing	\$	2,912.64	\$	7,500.00
8130	General Supplies	\$	6,490.81	\$	10,000.00
8131	Ofc Equipment R&M	\$	674.78	\$	1,000.00
8160	Town Hall Office Phones	\$	1,008.56	\$	5,000.00
8161	Mobile Phones	\$	152.40	\$	4,000.00
8162	Town Elections	\$	-	\$	1,200.00
8165	Town Hall Utilities	\$	2,160.92	\$	11,000.00
8175	Town Hall Repair & Maintenance	\$	3,127.50	\$	10,000.00
8200	Other	\$	704.48	\$	2,000.00
	Total	\$	23,860.21	\$	81,200.00

	General Government Total	\$	178,798.79	\$	784,279.00
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PUBLIC SAFETY

	Public Safety Salary & Wages	\$	30,757.28	\$	401,620.00
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Public Safety Operating

8273	Uniforms	\$	725.33	\$	2,000.00
8274	Weapons & Duty Equipment	\$	-	\$	5,000.00
8275	Training & Memberships	\$	623.74	\$	1,500.00
8277	Substance Testing/Pre-Employment	\$	875.00	\$	1,000.00
8280	Supplies	\$	201.71	\$	3,000.00
8281	Mobile Phone	\$	268.18	\$	5,000.00
8282	Association Dues	\$	-	\$	750.00
8300	Vehicle Repairs	\$	-	\$	2,500.00
8301	Vehicle Maintenance	\$	-	\$	4,000.00

8302	Vehicle Fuel	\$	-	\$	5,000.00
8320	Other	\$	-	\$	1,500.00
	TOTAL	\$	2,693.96	\$	31,250.00

6530.2022.03	GOCCP State Aid	\$	1,042.06	\$	16,400.00
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8330	Debt Service	\$	-	\$	32,525.00
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	Public Safety Total	\$	34,493.30	\$	481,795.00
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PUBLIC WORKS

	Salary & Wages	\$	20,663.61	\$	225,500.00
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Public Works Operating

8375	Uniforms	\$	-	\$	750.00
8377	Training & Memberships	\$	75.00	\$	500.00
8380	Other	\$	-	\$	1,500.00
8390	Streets Maintenance	\$	372.74	\$	4,000.00
8391	Weather Related Expenses	\$	-	\$	2,500.00
8400	Streetlight Electricity	\$	2,876.97	\$	21,500.00
8405	Vehicle Repairs	\$	-	\$	3,000.00
8410	Vehicle Maintenance	\$	-	\$	3,500.00
8415	Vehicle Fuel	\$	-	\$	4,000.00
8488	PWF Utilities	\$	360.44	\$	3,500.00
8488	Mobile Phones	\$	46.80	\$	2,500.00
8490	Maintenance & Repairs	\$	1,012.79	\$	6,200.00
8491	Beautification	\$	-	\$	2,500.00
8492	Small Tools & Equipment	\$	1,781.25	\$	2,500.00
8493	Septic Tank	\$	-	\$	1,200.00
8545	Mosquito Control	\$	-	\$	1,400.00
	TOTAL	\$	6,525.99	\$	61,050.00

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

8546	Residential Waste Collection	\$	7,980.19	\$	41,124.00
8547	Residential Recycle Collection	\$	1,639.00	\$	9,834.00

8548	Bulk & Yard Waste	\$ 222.75	\$ 3,600.00
	TOTAL	\$ 9,841.94	\$ 54,558.00

	Public Works Total	\$ 37,031.54	\$ 361,108.00
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	Total Expenses	\$ 250,323.63	\$ 1,627,182.00
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	Net Operating Income	\$ -118,708.98	\$ 0.00
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OTHER FUND BALANCES

	REVENUE	EXPENSES	APPROVED BUDGET
Police State Aid	\$ 935.75	\$ 1,042.06	\$ 16,400.00
Community Open Space	\$ -	\$ 4,500.00	\$ 130,000.00
Other Grants	\$ -	\$ -	\$ 70,000.00
ARP - American Recovery Fund	\$ 331,539.82	\$ 1,870.90	\$ 281,246.00
Committee Expenses	\$ -	\$ -	\$ 17,750.00
Replenish Reserve Transfer	\$ -	\$ -	\$ -
Capital Improvement Projects	\$ -	\$ 31,521.00	\$ 66,000.00

TOTALS	\$ 332,475.57	\$ 38,933.96	\$ 581,396.00
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COMMITTEE BREAKDOWN

	TRANSFER TO...	EXPENSES	APPROVED BUDGET
Events	\$ 648.53	\$ 648.53	\$ 7,000.00
CERT Team	\$ -	\$ -	\$ 750.00
Historical Committee	\$ 39.99	\$ 39.99	\$ 750.00
Arts Council	\$ -	\$ -	\$ 750.00
Green Team	\$ -	\$ -	\$ 750.00
TOUM Events	\$ -	\$ -	\$ 7,750.00
TOTALS	\$ 688.52	\$ 688.52	\$ 17,750.00

Committee Reports —

Greenwill Consulting

Jacob Moore: General Assembly has been pretty quiet. Starting in probably October a lot of pre-legislative work will be done. Prince George's Delegation bill list will be created that the full delegation body will be supporting come January.

They are starting to put together the budget for next year. That comes from the Governor's office, but the committees also put thing together.

Maryland Department of Environment for flood mitigation money.

Speaking with Senator Watson to have a pre-legislative meeting with Mayor / Commissioners of Town of Upper Marlboro to discuss what 2022 is looking like. That meeting will probably come in mid October right before the Prince George's County delegation starts their discussions.

Historical Committee

Brian Callicott spoke on behalf of the Historical Committee.

Historical Committee has participated in events. Cruzin on Main Street on August 29, 2021. Met a new neighbor who lives on Marlboro Pike. Has log discussions with area residents. Gave out business cards with the QR codes for the walking tour. Walking tour is now online.

Memories and Mosels was held on September 12, 2021. 5 people attended the event. The event is focused on meeting people and trading stories / oral history of the Town. Lewis Buck attended the event and provided some historical facts: movie that was filmed in Town, "Black Like Me", 1964 starring actor James Whitmore. Discussion of old funeral home, bowling alley, swimming hole and train. Pope Creek Line original depot has been converted into a business.

Archive session to be held on Saturday, September 18, 2021 at 10:00 AM.

Forestry Board cancelled the tree tour because of COVID-19. They are still interested.

Doing some planning for the Town Trunk or Treat Event.

Commissioner Franklin apologized to the Historical Committee for missing Memories and Morsels. She had to work that day.

Events Committee

Wanda Glasper spoke and provided a report for the Events Committee.

Movie night was held on September 11, 2021. Town staff got screen and projector up and running. 115 people attended event. Providence St. John Baptist Church collected can goods and provided snacks and water. Food truck vendor was there selling ice cream and cupcakes.

Events Committee was present on Cruzin Main Street. They spoke to people about upcoming events and what they do.

Next movie night is on Saturday, October 9, 2021. They will be showing CoCo.

Waiting on Board of Commissioner approval for Town Trunk or Treat on Saturday, October 30, 2021. Item is later on the agenda for discussion.

Sustainable Communities

Evelyn Stephens provided a report. They are planning to work with two interested parties who would like to apply for the façade improvement plan / CIP Grant. Working on standing a business association. Hoping to have more information on the next report.

Arts Council

5 proposals back on the murals on Main Street project. 2 historical murals and 3 for the one on Water Street. Will be creating a Survey Monkey for voting. Once selected they will be applying for a grant. Murals will be completed by Spring, 2022.

Arts Council is also working on the Happy Leaf Festival scheduled for Sunday, October 10, 2021. 10:00 am until 4:00 PM. Will have Sip and Paint, vendors, poetry.

President Pennoyer stated she was very impressed with the submissions for the murals.

Green Team

Green Team is working on a Community Garden at Providence St. John Baptist Church.

Stacy from the church has been working very hard to get donations. Meeting on Friday, September 17, 2021 to put fencing up, getting soil down and seedlings.

They are also looking and working on bylaws for the Green Team. They will hopefully have a formal budget and bylaws by next month.

CERT

CERT team met in August and participated in Cruzin on Main Street. CERT Team has 48 event hours and 350 hours event and education hours total.

Commissioner Reports

Commissioner Franklin

Commissioner Franklin continues to work on the vision plan.

Commissioner Duckett

No report provided

President Pennoyer

No report provided

Business:

1) Code Appeal 14105 Spring Branch Road (Board Discussion)

Homeowner is Janet Wyville. Code Enforcement Officer Vickie Stewart provided a report. On June 1, 2021 the Town received a complaint with regards to Ms. Wyville's backyard.

A green card was left asking to bring things into compliance. Resident did not respond to the green card.

Landscaping company did come and take care of some of the items. By June 28, 2021 things were take care of. Another complaint was made on August 24, 2021.

Neighbors should not have to deal with vines and overgrowth.

Board of Commissioners approved that Janet Wyville must pay the fine. Town Administrator Kyle Snyder will send a letter on behalf of the Board of Commissioners and advise of the decision of the Board of Commissioners.

2) Board Approval & Swearing-In of Board of Supervisors of Elections: Evelyn Stephens and Yvonne Tucker (Board Vote)

(Vote) 2-2 Motion made by President Pennoyer and seconded by Commissioner Frankin to appoint Evelyn Stephens and Yvonne Tucket to the Board of Supervisors of Elections.

President Pennoyer then swore both Evelyn Stephens and Yvonne Tucker into office as Supervisors of the Board of Supervisors of Elections.

3) Emergency Ordinance 2021-05: Town Elections Procedures (Board Discussion)

Commissioner Franklin asked that Board of Supervisors of Elections have time to review and provide feedback on the Ordinance.

Town Administrator Kyle Snyder advised that Ordinance 2021-05 has not been through full legal review as of yet. Town Clerk is meeting with Board of Supervisors of Elections to go over the Election Ordinance. Will remain an emergency ordinance that will go into effect right away and not wait 20 days.

Some of the changes include: This Ordinance is based on the Town of Berwyn Heights.

Changes timelines, sets compensation rates for Board of Supervisors of Elections and Election Judges.

Sets criteria for Absentee Ballots. Gives guidance on election signage.

Order of the ballot would not be alphabetical but by the draw of a hat.

Ballot questions can be done by simple resolution.

On Election Day, Commissioners and Mayor cannot be at Town Hall. They can come to Town Hall to vote and leave. If need be, Mayor can come into Town Hall via other doors to conduct business if in case of emergency.

4) Resolution 2021-22: Formally Appoint Town Administrator / Chief of Police (Board Vote)

(Vote) 2-2 Motion made by President Pennoyer and seconded by Commissioner Franklin. Resolution 2021-22 Passed.

Chief of Police David Burse is not being sworn-in.

Town Administrator Kyle Snyder will be sworn in on Wednesday, September 15, 2021.

5) Resolution 2021-23: Main Street Maryland Affiliate (Board Vote)

(Vote) 2-2 Motion made by President Pennoyer and seconded by Commissioner Franklin. Resolution 2021-23 Passed

Exact resolution Board passed a year ago. Language has been approved. Once Board approves it, Town of Upper Marlboro will be participating in the Main Street Maryland Affiliate Program.

6) Annexation Phase 2 & 3 Update (Board Discussion)

Town Administrator Kyle Snyder provided an update on the Annexation Phase 2 & 3. Enough consent for Phase 2 & 3. Town Attorney is working on documents and timeline. Valley Lane is a topic of discussion for the Town. Staff is presenting to the Board because the Town cannot provide services to those 3 residences. Staff is proposing two additional properties on Stevenson.

7) Trunk or Treat Plan (Discussion /Board Approval)

Commissioner Franklin provided an update on the Town Trunk or Treat Plan.

Worked with the Events Team and Chief Burse on the plan. Due to COVID-19 CERT and Events Committee recommended having a drive-thru event.

This will be a free ticketed event.

Commissioner Franklin has verified no other events that day on the fields.

Traffic comes in on Old Crain Highway turn into School Lane, they will drive by decorated trunks and pick up their bags of candy.

Once plan is approved, Events Committee will reach out to other committees and ask for assistance.

President Pennoyer stated she thinks it is a good thing to partner with Darnall's Chance.

It needs to come together as a community event.

Need to sit down and talk at the table to work on a comprehensive plan.

Concern from Events Committee is to know the event is not going to be cancelled this year.

Meeting will be held between all parties involved including CERT, Public Safety and Board of Commissioners to see how to combine events to make it greater for the Town of Upper Marlboro.

Administrative Updates

Legislation, Projects and Initiatives

Town Administrator Kyle Snyder gave an update on legislation, projects and initiatives moving forward.

General Commissioner & Staff items:

Attorney RFP: Town has received one submission.

Burch trash contract is going up from \$11.00 to \$12.82 – over \$5,000 additional annually. County increased their rates, so they had to increase our rate.

Public Comment

None

Adjournment at 9:04 PM

Respectfully submitted,

John Hoatson
Town Clerk

Town of Upper Marlboro

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

Special Work Session Minutes

September 21, 2021 - 7:00 p.m.

This meeting was conducted via Zoom Video Conference

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: Ray Feldmann / Feldmann Communications; Gregory Franklin
- Pledge of Allegiance

Business

1) Automated Speed Enforcement (Board Discussion):

Conduent & Altumint Inc. made presentations to the Board of Commissioners regarding the Red Light and Speed Camera program.

Action Item: RedSpeed will make their presentation at the Board Work Session on September 28, 2021. There will be a Closed Session on September 28, 2021 to discuss contracts. Plan is to approve the contract at the October Town Meeting on Tuesday, October 12, 2021.

2) Emergency Ordinance 2021-05 Town Elections (Board Discussion)

Kyle Snyder, Town Administrator spoke about Emergency Ordinance 2021-05 Town Elections.

Some existing issues with election ordinance that need to be corrected.

Staff looked at some other municipalities. Document has not been reviewed by Town Attorney.

Board of Commissioners may want to wait on election ordinance until after the election.

Commissioner Franklin is wanting the Board of Elections to have time to review it and provide feedback and feel comfortable with it.

Personally thinks need to be moving forward and keep working on the Ordinance.

President Pennoyer thinks it needs to be revised more.

Joe Hourcle' stated that the new Ordinance does not comply with the Charter.

Absentee voting needs to be updated in the revised Ordinance.

Kyle Snyder, Town Administrator stated Town could keep the current Ordinance and update it as it goes. Add a severity clause.

Election Signage – Supervisors of Elections are happy to have a short window for placing election signs around town.

Action Item: Kyle Snyder, Town Administrator will work with Town Attorney to revise the Election Ordinance and add a severity clause. Kyle thinks the Town needs to wait until following the election of the 5 Commissioners to vote on the Revised Election Ordinance.

3) Town American Rescue Plan (Board Discussion):

Kyle Snyder, Town Administrator and William Morgan, Director of Finance spoke about the Town American Rescue Plan. The Town has been awarded roughly \$663,080.00 in Federal support from the American Rescue Plan. Funding must be programmed by December, 2024 (FY2023) and spent by December, 2025 (FY 2024) or December, 2026 (FY 2025)

Plan has been spread out over three years. Two deposits will be made with the funds. One has been deposited now. The next disbursement will be made May, 2022.

Joe Hourcle' stated the food supplies may need to be replaced due to expiration dates.

Action Item: Budget adjustment will be created for the Town Rescue Plan funds. FY22 money will be transferred out of bank account and into the general government regular bank account. That is how the funds will be drawn down. These will be built into future budgets.

4) Burch Trash Contract Revision (Board Discussion):

Kyle Snyder, Town Administrator stated County upped tipping fees across the board.

Pushed it back for municipalities to October 1, 2021 – due to push back from the City of Laurel and City of Bowie.

Difference in contract price is \$5,166.00.

With budget adjustment the Town can absorb that cost and plan for the future.

New contract has been provided to the Town of Upper Marlboro with the changes.

Action Item: Work with Town Attorney to draft resolution and approve the new contract at the October Town Meeting.

General Commissioner and Administrative Staff Items:

5) Groundbreaking Ceremony Invitation:

Groundbreaking Ceremony Invitation

30 invitations will be sent out.

Guest list has been updated to include Governor, County Executive, County Council members and other partners.

Commissioner Franklin asked that Town Committees be invited along with Stephanie from Parks and Trails.

Mayor Pennoyer asked if Senator Peters was added to the guest list.

Kyle Snyder, Town Administrator also spoke about adding a bench for Former Commissioner Wanda Leonard.

Joe Hourcle' pointed out that the groundbreaking ceremony is the same day as Trunk or Treat.

Chief Burse stated that when the Town decides to do a memorial for former Commissioner Leonard, they give advance notice to the family to coordinate.

Action Item: Invitations will be mailed / emailed out.

6) Community Garden:

Commissioner Franklin spoke about the Community Garden. Wanted the Board of Commissioners to consider a groundbreaking / ribbon cutting / little event to celebrate the Community Garden

7) Town Trunk or Treat

Commissioner Franklin also spoke about the misrepresentation of Trunk or Treat plan from the September Town Meeting.

Adjournment

The meeting was adjourned at 9:23 p.m.

Respectfully submitted,

John Hoatson
Town Clerk



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 September 2021

Incidents Reported in Town:

Traffic Complaint 2	Commercial Alarm 2	Fraud Report 1
Domestic Call 1	Check on Welfare 1	Hit & Run Call 1
Unknown Trouble 1	Fight Call 1	Armed Person 1
Vehicle Accident 4	Stalking Report 1	Disorderly Call 5
Subject Stop 1	Miscellaneous Report 1	Property Damage 1
Suspicious Auto 1	Found Property 1	Suspicious Person 1
Lock Out 1	Attempt Suicide 1	

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.

Code Officer Stewart completed a National Traffic Incident Management Responder Course.

Chief Burse participated in the CERT monthly meeting.

Chief Burse participated in a demonstration by Axon around the latest technology in Body Cameras and in-car cameras.

Chief Burse participated in the Visitation Service for Chief O'Donnell.

Chief Burse attended the Annual Maryland Municipal League Chief's Conference.

Chief Burse participated in the Public Safety Day hosted by Cheverly Police Department.

Chief Burse, Sgt. Irby and Code Officer Stewart participated in the Summer Outdoor Movie Night.

Chief Burse participated in the Public Safety Day hosted by Mt. Rainier Police Department.

Chief Burse and the Board of Commissioners participated in the Swearing-in of Police Officer Joseph Brooks.

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



Town of Upper Marlboro

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Upper Marlboro, MD 20772

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

info@uppermarlboromd.gov
www.uppermarlboromd.gov

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

Date: Thursday, Oct 7, 2021

Subject: Public Works' Status Report

RE: September 2021 – Monthly Status Report

Public Works Related

- Crewmembers Gibson, Sheckels, and I attended the National Traffic Incident Management Responder Training (SHRP2) in Hanover, Md.
- New PWC M. Sheckels continued training in PW operations and equipment and received required pin numbers from the County.
- Crewmembers tested, set-up, maintained, and packed up all items from this year's first movie night.
- Crewmember Washington and I worked traffic control for an accident on the Rt 4. onramp handled by Sgt Irby.
- PWD acquired remaining pallets for the Green Team's community garden and assisted with fence set up.

Maintenance and Beautification

- Crews prepped Town-owned properties for remnants of Ira.
- Increased wetness has increased maintenance and deck cleanings of landscape equipment.
- Pet waste station supplies received and distributed.

Street and Sidewalk

- Cleaned storm drain inlets around Town in preparation for remnants of Ira.
- PWD and Commissioner Franklin reported numerous boardwalk issues to P.G Parks.
- PWD reviewed Town roadway engineering RFP and submitted feedback to TA Snyder.
- Installed a reboundable Pedestrian Crossing sign at the courthouse crosswalk.

Refuse Accumulations

- Bulk day accumulations for solid wastes (Landfill) are 4.69 tons. Bulk day accumulations for yard waste collections are 5.69 tons. We had no dump body rentals for the month.
- New Town Recycle Bins delivered to Public Works for assembly.

Sincerely,

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



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Darnell F. Bond III, *Public Works Director*

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Commissioner

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

REVENUE

BUDGET CODE	DESCRIPTION	ACTUAL	APPROVED BUDGET
	Fines, Licenses & Permits		
6154	Franchise Fee	\$ 3,081.94	\$ 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	\$ 13,538.03	\$ 10,000.00
6354	Room Rental	\$ -	\$ 669.00
6355	Parking Meters	\$ 39,888.32	\$ 174,000.00
6381	Parking Fines/Penalties	\$ 6,796.32	\$ 35,000.00
6383	Red Light Camera	\$ -	\$ -
6550	Pub/Edu/Govt Broadcasting	\$ 1,087.01	\$ 5,000.00
	TOTAL	\$ 64,391.62	\$ 240,869.00

Intergovernmental

6240	Financial Corporation Tax	\$ 9,144.52	\$ 9,145.00
6260	Highway User Fee	\$ 13,482.59	\$ 27,725.00
6310	Disposal Fee Rebate	\$ -	\$ 1,750.00
	TOTAL	\$ 22,627.11	\$ 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	\$ 647.54	\$ 1,000.00
	TOTAL	\$ 647.54	\$ 7,250.00

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Taxes

6101	Commercial	\$	51,972.07	\$	189,541.00
6102	Non-Commercial	\$	43,021.28	\$	171,698.00
6103	Delinquent - RE	\$	-	\$	5,000.00
6104	BPPT - FY2022	\$	19,585.26	\$	35,555.00
6105	Public Utilities	\$	3,000.00	\$	700,999.00
6106	Income Taxes	\$	4,644.99	\$	315,000.00
	TOTAL	\$	122,223.60	\$	1,417,793.00

	Total Revenue	\$	209,889.87	\$	1,704,532.00
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EXPENDITURES

GENERAL GOVERNMENT

	Administrative Salary & Wages	\$	59,052.36	\$	257,279.00
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	Payroll Deductions & Benefits				
8124	Employer Tax	\$	11,634.91	\$	59,000.00
8125	Pension Benefits	\$	5,064.01	\$	60,000.00
8126	Medical Employee Benefits	\$	26,141.97	\$	110,000.00
8128	Life Insurance	\$	-	\$	6,800.00
	TOTAL	\$	42,840.89	\$	235,800.00

Professional Services

8073	Accounting Services	\$	3,000.00	\$	18,000.00
8074	Auditing Services	\$	20,000.00	\$	20,000.00
8075	Payroll Processing (TPA)	\$	922.90	\$	5,000.00
8110	Town Attorney & Legal	\$	6,912.00	\$	55,000.00
8115	IT Support & Equipment	\$	2,710.51	\$	10,000.00
8205	Media Relations	\$	10,500.00	\$	18,000.00
8206	Government Relations	\$	9,000.00	\$	36,000.00
8207	Human Resource Services	\$	2,985.00	\$	12,000.00
8208	Planning Firm	\$	18,865.00	\$	-
	TOTAL	\$	74,895.41	\$	174,000.00

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Insurance & Benefits

8120	General Liability	\$	14,065.00	\$	15,000.00
8121	Bonds	\$	-	\$	500.00
8122	Workers Compensation	\$	15,574.00	\$	15,500.00
8123	Insurance Claims	\$	-	\$	5,000.00
	TOTAL	\$	29,639.00	\$	36,000.00

Operating

8077	Public Notices	\$	200.00	\$	1,500.00
8080	Bank Charges	\$	8,084.43	\$	20,000.00
8086	Trainings & Memberships	\$	2,569.01	\$	5,000.00
8090	Postage	\$	241.84	\$	3,000.00
8092	Printing	\$	3,206.66	\$	7,500.00
8130	General Supplies	\$	3,726.04	\$	10,000.00
8131	Ofc Equipment R&M	\$	674.78	\$	1,000.00
8160	Town Hall Office Phones	\$	1,782.73	\$	5,000.00
8161	Mobile Phones	\$	152.40	\$	4,000.00
8162	Town Elections	\$	210.00	\$	1,200.00
8165	Town Hall Utilities	\$	3,773.95	\$	11,000.00
8175	Town Hall Repair & Maintenance	\$	3,516.50	\$	10,000.00
8200	Other	\$	804.48	\$	2,000.00
	Total	\$	28,942.82	\$	81,200.00

	General Government Total	\$	235,370.48	\$	784,279.00
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PUBLIC SAFETY

	Public Safety Salary & Wages	\$	48,124.06	\$	401,620.00
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Public Safety Operating

8273	Uniforms	\$	-	\$	2,000.00
8274	Weapons & Duty Equipment	\$	725.33	\$	5,000.00
8275	Training & Memberships	\$	623.74	\$	1,500.00
8277	Substance Testing/Pre-Employment	\$	1,750.00	\$	1,000.00
8280	Supplies	\$	224.19	\$	3,000.00
8281	Mobile Phone	\$	555.13	\$	5,000.00
8282	Association Dues	\$	-	\$	750.00
8300	Vehicle Repairs	\$	-	\$	2,500.00
8301	Vehicle Maintenance	\$	-	\$	4,000.00

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8302	Vehicle Fuel	\$	-	\$	5,000.00
8320	Other	\$	-	\$	1,500.00
	TOTAL	\$	3,878.39	\$	31,250.00

6530.2022.03	GOCCP State Aid	\$	1,042.06	\$	16,400.00
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8330	Debt Service	\$	-	\$	32,525.00
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	Public Safety Total	\$	53,044.51	\$	481,795.00
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PUBLIC WORKS

	Salary & Wages	\$	35,718.26	\$	225,500.00
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Public Works Operating

8375	Uniforms	\$	-	\$	750.00
8377	Training & Memberships	\$	75.00	\$	500.00
8380	Other	\$	74.03	\$	1,500.00
8390	Streets Maintenance	\$	948.31	\$	4,000.00
8391	Weather Related Expenses	\$	-	\$	2,500.00
8400	Streetlight Electricity	\$	4,353.89	\$	21,500.00
8405	Vehicle Repairs	\$	-	\$	3,000.00
8410	Vehicle Maintenance	\$	-	\$	3,500.00
8415	Vehicle Fuel	\$	-	\$	4,000.00
8488	PWF Utilities	\$	360.44	\$	3,500.00
8490	Mobile Phones	\$	95.53	\$	2,500.00
8176	Maintenance & Repairs	\$	2,794.04	\$	6,200.00
8491	Beautification	\$	-	\$	2,500.00
8492	Small Tools & Equipment	\$	1,449.23	\$	2,500.00
8493	Septic Tank	\$	300.00	\$	1,200.00
8545	Mosquito Control	\$	-	\$	1,400.00
	TOTAL	\$	10,450.47	\$	61,050.00

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

8546	Residential Waste Collection	\$	11,407.19	\$	41,124.00
8547	Residential Recycle Collection	\$	2,458.50	\$	9,834.00

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8548	Bulk & Yard Waste	\$ 670.40	\$ 3,600.00
	TOTAL	\$ 14,536.09	\$ 54,558.00

	Public Works Total	\$ 60,704.82	\$ 361,108.00
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	Total Expenses	\$ 348,077.75	\$ 1,627,182.00
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	Net Operating Income	\$ -138,187.88	\$ 0.00
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OTHER FUND BALANCES

	REVENUE/TRANSFER	EXPENSES	APPROVED BUDGET
Police State Aid	\$ 935.75	\$ 1,042.06	\$ 16,400.00
Community Open Space	\$ -	\$ 4,500.00	\$ 130,000.00
Other Grants	\$ 21,389.35	\$ -	\$ 70,000.00
ARP - American Recovery Fund	\$ 331,539.82	\$ 29,073.28	\$ 281,246.00
Committee Expenses	\$ -	\$ -	\$ 17,750.00
Replenish Reserve Transfer	\$ -	\$ -	\$ -
Capital Improvement Projects	\$ -	\$ 36,471.00	\$ 66,000.00

TOTALS	\$ 353,862.92	\$ 71,086.34	\$ 581,396.00
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COMMITTEE BREAKDOWN

	TRANSFER TO...	EXPENSES	APPROVED BUDGET
Events	\$ 1,965.49	\$ 1,965.49	\$ 7,000.00
CERT Team	\$ -	\$ -	\$ 750.00
Historical Committee	\$ 39.99	\$ 39.99	\$ 750.00
Arts Council	\$ -	\$ -	\$ 750.00
Green Team	\$ -	\$ -	\$ 750.00
TOUM Events	\$ -	\$ -	\$ 7,750.00
TOTALS	\$ 2,005.48	\$ 2,005.48	\$ 17,750.00

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Key Monthly Items

1. Audit Updates
2. ARPA
3. Debt Service Updates

BALANCE SHEET

Bank Accounts	
Operating Checking	45,481.23
Petty Cash	300.00
Payroll Account	2,131.95
M&T Checking	54,323.29
ARP Fund	331,539.82
Disbursement Acct	0.00
MLGIP	215,489.57
Total Bank Accounts	\$ 649,265.86

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



08/16/2021 15:38





08/16/2021 15:39



08/16/2021 15:39



08/16/2021 15:39



08/16/2021 15:40



Town of Upper Marlboro

14211 School Lane, Upper Marlboro, MD 20772
Code Compliance Inspection Report

Date 8/03/21 Time 4:45pm Vacant Non-Vacant ✓

Address of Property Inspected: 14311 Rectory Lane, Upper Marlboro MD

Name of Owner: Bryan Bontrager

Address of Owner: 14311 Rectory Lane Upper Marlboro MD

Type of Inspection: Annual New ✓ Re-Inspection Abatement Rental/Bus License

Legend: (S) Satisfactory (NI) Needs Improvement (U) Unsatisfactory (R) Removal or Replace

ORDINANCE 2016-03 SECTION 6 VIOLATIONS	S	NI	U	R
A. Condition of Exterior Property Area		✓		
B. Tall Grass and Weeds		✓		
C. Discarded Vehicle				
D. Vehicle Condition & Storage				
E. Motor Vehicle Parts				
F. Exterior Property Storage				
G. Wood Storage				
H. Vegetation				
I. Parking Surfaces				
J. Building Security				
K. Accessory Structures				
L. Premises Identification				

Violation Description: All exterior property areas shall be maintained in a reasonably clean and sanitary condition, free from any accumulation of debris, litter, stagnant water or garbage. No grass or weeds more than twelve inches tall.

Corrective Action: PLEASE clean and remove garbage, All Accumulation of items from lot area. Cut a trim all tall grass and weeds from exterior areas and maintain

Code Compliance Officer V. Stewart

Other: This is a Repeat offense. Please to comply or pay fine of \$50.00 or NOT in compliance by date below.

All violations will need to be corrected by 8/30/21 at 4pm. Failure to comply with this date and time will result in a fine of \$50.00. If you have any questions or concerns, please feel free to contact the Code Compliance Officer at 301-627-6905 or by email at Code@UpperMarlboroMD.gov. Thank you in advance for your immediate cooperation in this matter. A list of the Property Standards can be found at <https://www.uppermarlboromd.gov>.



Town of Upper Marlboro

14211 School Lane, Upper Marlboro, MD 20772
Code Compliance Inspection ReportDate 8/30/2021 Time 8:20pm Vacant ☐ Non-Vacant ☒Address of Property Inspected: 14311 Rectory Lane, Upper Marlboro, MD 20772Name of Owner: Bryan BontragerAddress of Owner: 14311 Rectory LaneType of Inspection: Annual ☐ New ☐ Re-Inspection ☒ Abatement ☐ Rental/Bus License ☐Legend: (S) Satisfactory (NI) Needs Improvement (U) Unsatisfactory (R) Removal or Replace

ORDINANCE 2016-03 SECTION 6 VIOLATIONS	S	NI	U	R
A. Condition of Exterior Property Area			✓	
B. Tall Grass and Weeds			✓	
C. Discarded Vehicle				
D. Vehicle Condition & Storage				
E. Motor Vehicle Parts				
F. Exterior Property Storage				
G. Wood Storage				
H. Vegetation				
I. Parking Surfaces				
J. Building Security				
K. Accessory Structures				
L. Premises Identification				

Violation Description: Violations have been written on previous notices.Corrective Action: NO Corrective Action has been done as of 8/30/2021 based on photos, 2 notices have been given to notify of said violationsCode Compliance Officer V. StewartOther: As of today 8/30/2021, your property has been charged a \$50.00 violation fee, please make pmt by mail or call the town office ASAP.

All violations will need to be corrected by ASAP at ASAP. Failure to comply with this date and time will result in a fine of \$ \$50.00. If you have any questions or concerns, please feel free to contact the Code Compliance Officer at 301-627-6905 or by email at Code@UpperMarlboroMD.gov. Thank you in advance for your immediate cooperation in this matter. A list of the Property Standards can be found at <https://www.uppermarlboromd.gov>.

COPY

7019 0700 0001 0923 6089

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	
Sent To	
Mr. Bryan Bontrager	
Street and Apt. No. or PO Box No.	
14311 Rectory Lane	
City, State, ZIP+4	
Upper Marlboro, MD 20772	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <u>COVID</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Mr. Bryan Bontrager 14311 Rectory Lane Upper Marlboro, MD 20772</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery <u>9/1/21</u></p>
<p>2. Article Number (Transfer from service label)</p> <p><u>7019 0700 0001 0923 6089</u></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;">RECEIVED SEP 10 2021</p>	
<p>9590 9402 5942 0062 4219 11</p>		<p>3. Service Type: <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

USPS TRACKING#



9590 9402 5942 0062 4219 11



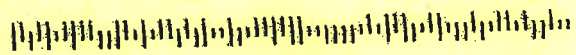
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

The Town of Upper Marlboro
P.O. Box 280
Upper Marlboro, MD 20773

73-028080





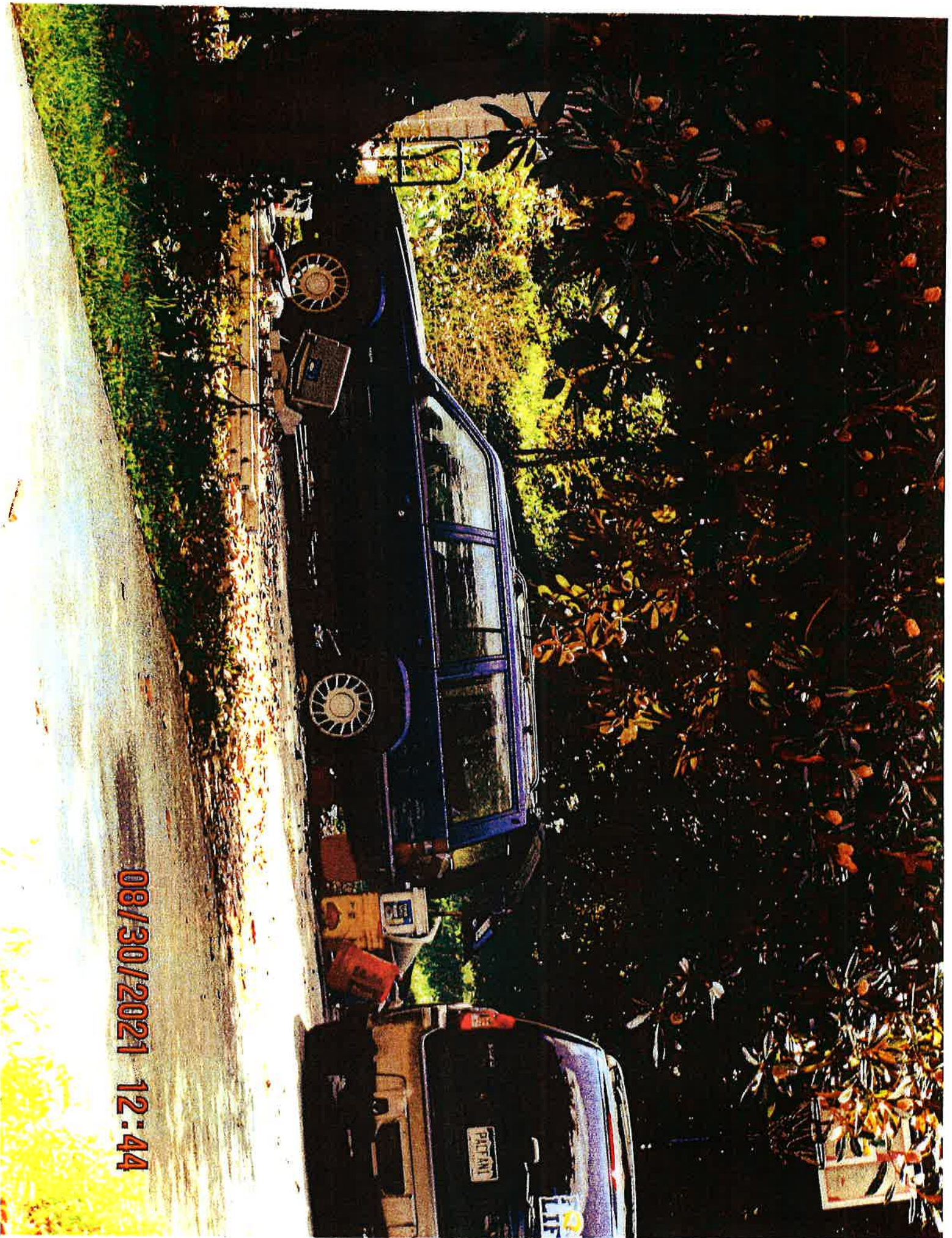
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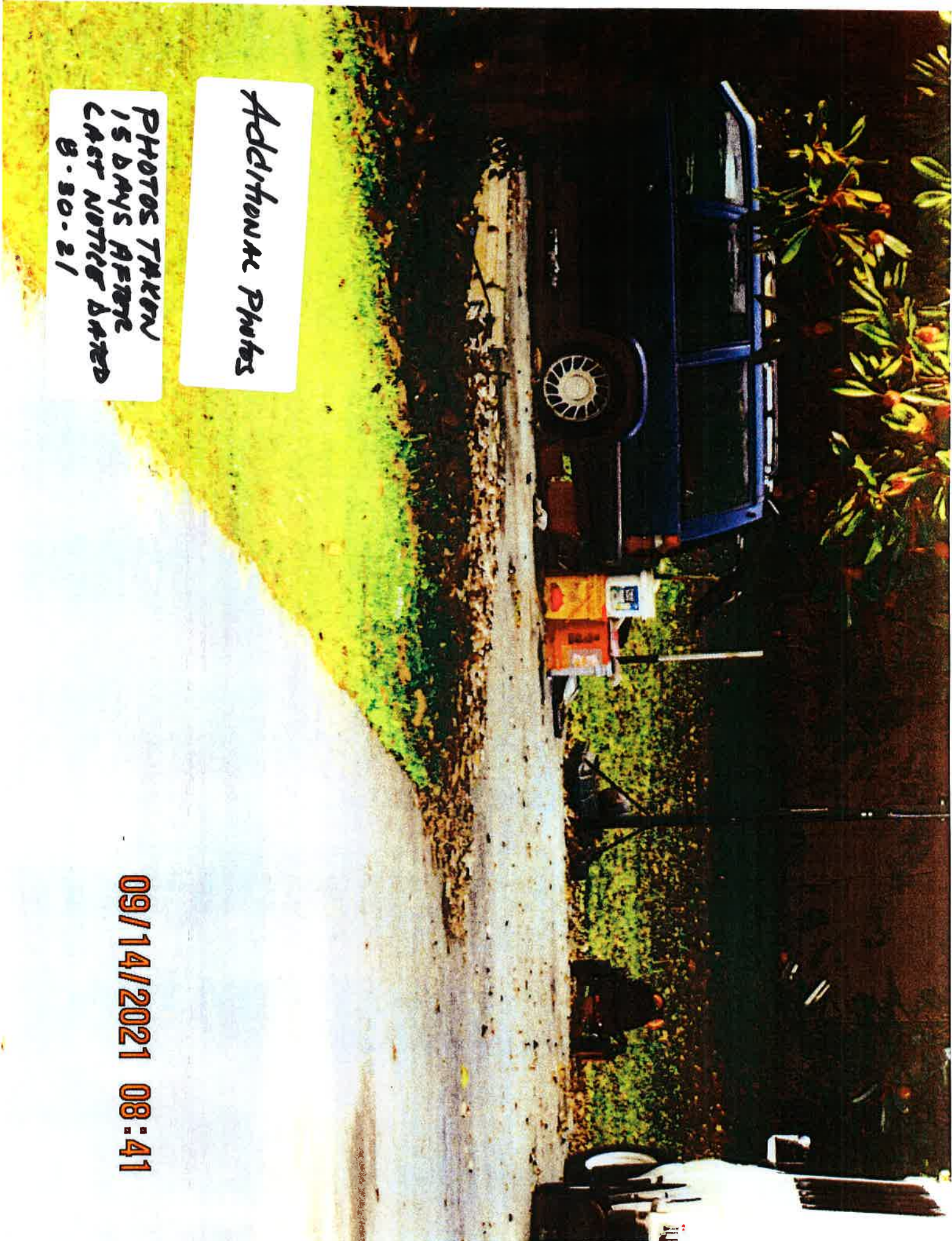




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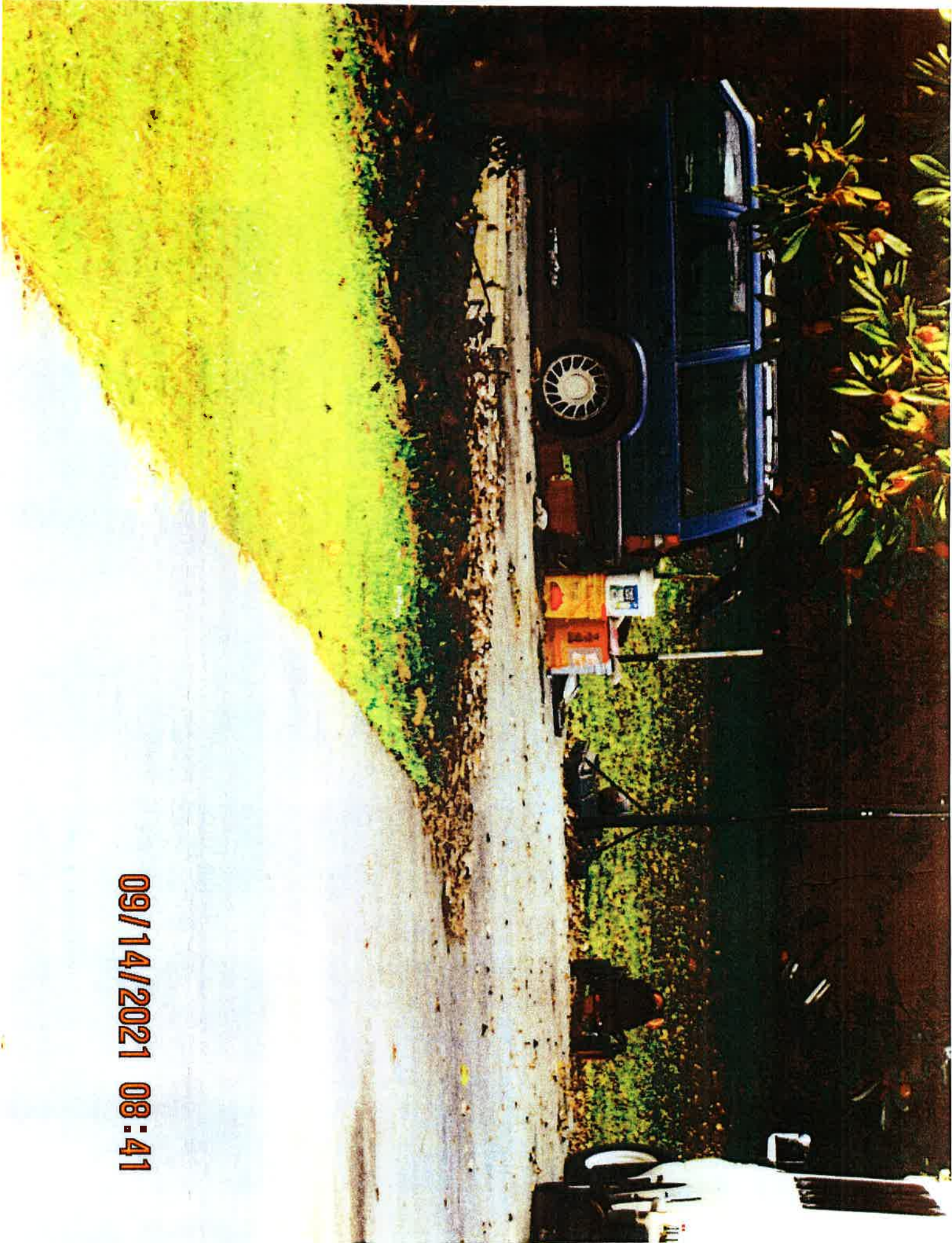
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Additonal Photos

**PHOTOS TAKEN
15 DAYS AFTER
CAST NOTICE DATED
8-30-21**

09/14/2021 08:41



09/14/2021 08:41



09/14/2021 08:42



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Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

RECEIVED
SEP 14 2021

BY: _____

APPLICATION FOR ROLL-OFF DUMPSTER PERMIT

Please complete all below fields and submit to Town Hall or by email: Info@UpperMarlboroMD.gov

Resident/Contractor Contact Information:

Property Owner/Resident Name: TANYA BARNES	Property Owner/Resident Address: 14133 Spring BRANCH Dr.
Property Owner/Resident Phone: (301) 952-0858	Property Owner/Resident Email Address: TANYA.BARNES@gmail.com
*Contractor/ Project Contact Name: Best Built BARNES + Sheds Inc. (Melissa Bloom)	*Contractor/ Project Contact Phone: (301) 372-1119
*Contractor/ Project Contact Email Address: bestbuilt1@verizon.net	

Roll Off Container Information:

Date Container Placed: Fall 2019	Anticipated Date to be Removed: Fall 2021 (October 2021)
Container Size (cubic yards): 16 by 8 by 8	Container Placement Location (Driveway, yard, ect.): DRIVEWAY

Narrative:

In this area please briefly describe the: 1) Project description 2) Materials to be placed in container 3) Any other pertinent information: *Design and installation of vinyl shed in my backyard. Final installation was scheduled for August 19th. Unfortunately the delivery crew found the soil to be too damp and informed me another contractor would be needed to break down exterior fencing to gain access to the most level area of the backyard. More time is required. As a result of the fencing delay, the date of finalization was moved up to the end of September. Transporting of the roll-off will occur on October 1st.*

Shed Contents: Medical walkers and other supplies for the disabled; small electric kitchen appliances, and miscellaneous household accessories and other goods.

Two delivery attempts: (1) August 19th and (2) August 26th.

*If Applicable/Optional

Please read information on second page and sign →

PHONE: 301-627-6905 • FAX: 301-627-2080

E-MAIL: info@uppermarlboromd.gov • WEBSITE: uppermarlboromd.gov

MAILING ADDRESS: P.O. Box 280 • Upper Marlboro, Maryland 20773

Per Town Ordinance 2017-01 Building & Permitting:

For a full version of this Ordinance visit the Town website UpperMarlboroMD.gov or contact Town Hall 301-627-6905

Section 6. ROLL OFF CONTAINER PERMITS

- A. A Town of Upper Marlboro roll-off container permit shall not be required whenever a roll-off container (dumpster, portable storage unit, or other container) is placed on private commercial, industrial or residential property for less than fifteen (15) calendar days.
- B. Any roll-off container unit placed on Town property or Town right-of-way or any Town street shall require a permit prior to being placed. The permittee accepts all responsibility for any damage caused by placement of the container.
- C. If any roll-off container, or containers, are found to remain on the property for over fifteen (15) days, the owner must submit a Roll-Off Container permit application in a timely manner to the Town for review by the Board of Town Commissioners. If the permit is denied by the Board of Town Commissioners, the roll-off container, or containers, shall be removed immediately after fifteen (15) calendar days of being placed on the property.
- D. The property owner shall make the best attempt to have the unit sited on asphalt, concrete, gravel, or hard paved surface. The roll-off container cannot encroach on neighboring property or on Town property or on Town right-of-way, sidewalk or street without the prior approval of the Board of Town Commissioners and/or the neighboring property owner.
- E. The roll-off container unit may not be used as a transfer station to which building or construction debris, other materials or waste is brought from another site and deposited into the roll-off container unit sited on a property situated in the Town of Upper Marlboro.
- F. All roll-off units shall be in good condition, free of rust, peeling paint or other visible forms of deterioration.
- G. When a Town permit is issued after fifteen (15) days of the container being placed on the property, said permit shall be conspicuously visible from the street. Failure to obtain a permit after fifteen days shall result in a daily fine until the container is removed or a permit is obtained.

Section 11. FINES

- A. Failure to obtain a Town Roll-Off container permit after fifteen (15) calendar days: \$25.00 per day the property remains in violation until container removal or permitted.

NEXT STEPS:

After this application is properly filled out and submitted to the Town Hall, the application will be reviewed by the Board of Town Commissioners. If the Board approves the application, the Town Code Enforcement Official will provide a Town Roll-Off Container Permit with an expiration date set/approved by the Board. Please note there is no fee for this application/permit.

By signing below, I certify that all provided information is correct and I understand the above guidelines for Roll-Off Container Permits according to Town Ordinance 2017-01.

Property Owner Signature: Tanya Barnes

Date: September 14, 2021

APPROVAL OF BOARD OF TOWN COMMISSIONERS:		
	Approved: YES / NO	Date:
Approved Date of Removal:		



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

Request for Proposals Roadway Engineering Survey & Design Firm RFP # UM 2021-03

Project Overview: The Town of Upper Marlboro owns and maintains 2.3 miles of roadways within its Town limits. Over the past few decades, the Town has improved several roadways but lacks a comprehensive road replacement schedule and budgeting plan. The Town is seeking a firm to conduct a survey of the conditions of all of the Town's roadways to create a road replacement schedule, and to provide construction designs and plans for the redesign, stormwater management upgrades, and repaving of certain roads as listed in the scope to begin construction in Spring 2022.

Scope of Project:

- Meet with Town staff and elected officials on several occasions to review the needs and goals of the project, the consultant will conduct a detailed survey of all existing Town roadways.
- Survey all 2.3 miles of Town roadways and create a comprehensive road replacement schedule and budgeting plan for the Town.
- Draft construction plans and other bid documents for Town for School Lane, Church Street, Spring Branch Drive, and Old Mill Road. The Town plans to place this project out to bid for construction to begin in Spring 2022.
- Survey, inspect and provide repaving estimates for the travel lanes of Marlborough Lane, Marlborough Circle, Marlboro Terrace, Marlborough Court, and Marlborough Grove. These roadways are currently owned by an HOA, with plans to have them turned over to the Town.

Deadline: Responses to this RFP are to be submitted by **Friday November 19th, 2021**, at 5pm. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: Info@UpperMarlboroMD.gov. In-Person: Upper Marlboro Town Hall 14211 School Lane Upper Marlboro MD 20772.

Confidentiality Vendors must treat all documents and information provided by the Town including this RFP, as confidential. The Town will treat all proposals received, and the information contained therein, as confidential until a negotiated contract is executed, or all proposals are rejected.

Public Statement No vendor shall make any public statement in relation to this RFP without prior written consent from the Town.

General Conditions The following general conditions apply:

- The Town may not necessarily accept the lowest cost proposal but will strive to select the best and most responsive proposal.
- The Town may cancel this RFP or amend its contents at any time prior to acceptance of a proposal.
- If no proposal is acceptable, then the Town may either re-issue the request for proposal or negotiate with one or more vendors for a satisfactory offer.

- The award of a proposal shall not be deemed final unless and until a contract is successfully negotiated and approved by Town.

Insurance: It is desirable that respondents carry insurance in the approximate amounts set forth below. Responders who carry lower limits should state so in their responses to the proposal (bid response).

- Workers' Compensation (as required by State of Maryland law)
- Comprehensive General Liability Limits: \$500,000 per occurrence for Bodily Injury \$500,000 per occurrence for Property Damage \$1,000,000 aggregate
- Automobile Liability: Limits: \$500, 000 per person \$500,000 per occurrence \$500,000 per occurrence for property damage
- Selected respondent will be required to submit a policy endorsement naming the Town of Upper Marlboro, Maryland, as an additional insured.

Budget: The budget for this RFP should not exceed \$40,000.

Rejection Of Submissions: The Town reserves the right to do the following: reject any or all submissions, waive informalities and irregularities in the submissions received, and accept any portion of any submission if deemed in the best interest of the Town.

Incurring Cost: The Town is not liable for any cost incurred by entities prior to executing a contract or purchase order.

Point of Contact: Kyle Snyder, Town Administrator, can be reached at 301-627-6905 or ksnyder@UpperMarlboroMD.gov with any questions.

Town-Owned Roadway Overview:

Roadway Name	Length	Sidewalks	Notes
CEMETERY LA	0.130	No	No improvements needed.
CHURCH ST	0.210	Yes	
ELM ST	0.150	Yes	Reengineered & resurfaced in 2017
MARLBOROUGH DR	0.140	Yes	Resurfaced in 2012
OLD MARLBORO PIKE	0.030	No	
OLD MILL RD	0.190	Needed	Priority Project
PRATT ST	0.090	Yes	
RECTORY LA	0.370	Needed	
SCHOOL LA	0.150	Needed	Priority Project
SERVICE LA	0.130	No	
SPRING BRANCH DR	0.440	No	Priority Project
TRINITY LA	0.030	No	
VALLEY LA	0.070	No	
WILSON LA	0.070	Needed	Priority Project
ST #1	0.050	No	No improvements needed.
NO NAME	0.050	No	No improvements needed.
Total:	2.3 Miles		

Thank you for your interest in this Request for Proposals from the Town of Upper Marlboro.

The Town of Upper Marlboro

RESOLUTION: 2021-24
SESSION: Regular Town Meeting
DATE: October 12th, 2021

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO TO AUTHORIZE THE ENTRY INTO A LEASE PURCHASE-AGREEMENT WITH TAX-EXEMPT LEASING CORP. AND OTHER RELATED DOCUMENTS FOR THE PROCUREMENT, ACQUISITION, AND OUTFITTING OF TWO FORD EXPLORER POLICE VEHICLES AND EQUIPMENT, AND TO WAIVE THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING

WHEREAS, on or about September 10, 2019, the Board of Commissioners approved Resolution 2019-10 thereby authorizing entering into a Master Lease Purchase Agreement with Tax-Exempt Leasing Corp. for the procurement of three (3) police vehicles at a cost of \$119,000 spread over four Town fiscal years with bi-annual payments of \$16,162.54; and

WHEREAS, on October 8, 2019, the Board approved Lessee Resolution (Unnumbered) thereby authorizing entering into a Master Lease Purchase Agreement (and Schedule No. 1) dated October 4, 2019, with Tax-Exempt Leasing Corp. for the procurement of two Ford utility police interceptors with equipment and a Chevrolet Tahoe with equipment at a cost of \$130,099.60 to be paid over a term of 4-years at a rate of 4.49%; and

WHEREAS, on or about August 10, 2021, the Board of Commissioners approved Resolution 2021-19 thereby authorizing entering into a Master Lease Purchase Agreement with Tax-Exempt Leasing Corp. for the procurement of a Ford F-750 public works vehicle at a cost of \$135,000.00 to be paid over a term of 3-years at a rate of 3.32% as indicated on a quote dated August 10, 2021; and

WHEREAS, the Board of Town Commissioners has received a quote dated September 24, 2021, from Tax-Exempt Leasing Corp. to finance the leasing of two (2) police vehicles at a cost of \$130,000.00 to be paid over a term of 3-years at a rate of 3.36% as well as alternative payment schedules for 4 and 5-year periods, attached hereto and incorporated herein by referenced as Exhibit A; and

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

The Town of Upper Marlboro

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 desires to ratify the Master Lease-Purchase Agreement (the "Agreement"), attached hereto and adopted by reference herein as Exhibit B, by and between Tax-Exempt Leasing Corp and the Town for the purpose of funding the procurement of two 2022 Ford Explores, their outfitting, two Panasonic 33 Toughbook laptops, and two Motorola in-car radios, and the Town desires to designate this Agreement as a "qualified tax exempt obligation" of the Town for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Town Commissioners under the heading "Public Safety" in the FY 2022 Condensed Budget has appropriated \$25,000 in FY '22 as Line Item 9004 (Capital Outlay – Vehicles); 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 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, and that the Town has an existing financial relationship with said vendor.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Upper Marlboro that the Town is hereby authorized to ratify the Master Agreement (Exhibit B) and enter into an individual lease for the equipment described in the applicable Equipment Schedule (i.e., two police patrol vehicles with equipment, as further described above), and a quote dated October 7th, 2021 (Exhibit A), according to the terms of the Master Lease Purchase Agreement with Tax-Exempt Leasing Corp. dated October 4, 2019, as amended; which were 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 Lease-Purchase Agreement not to exceed \$130,000 to be paid back over eight (8) bi-annual payments during commencing six (6) months after signing at an interest rate of 3.23% with the above-referenced Tax-Exempt Leasing Corp. and any amended Master

The Town of Upper Marlboro

Lease Purchase Agreement, related addenda, resolutions, schedules, exhibits, escrow agreement, or certificates 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 Corp., this _____ day of _____, 2021.

John Hoatson, Clerk

MASTER LEASE PURCHASE AGREEMENT

Lessee
The Town of Upper Marlboro
14211 School Lane
Upper Marlboro, Maryland 20772

Lessor
Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

Dated as of October 4, 2019

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

^{The}
Lessee: Town of Upper Marlboro


Signature

LINDA PENNOYER TREASURER
Printed Name and Title

Lessor: Tax-Exempt Leasing Corp.


Signature

Mark M. Zaslavsky, President
Printed Name and Title



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

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

info@uppermarlboromd.gov
www.uppermarlboromd.gov

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

MEMORANDUM

To: Board of Town Commissioners
From: Kyle Snyder, Town Administrator
Date: Friday October 8th, 2021
Re: 2nd & 3rd Annexation Legislation Timeline

Commissioners,

Town Attorney Best has completed a through drafting and review of the Town's 2nd & 3rd Annexation Resolution, Annexation Plan, and Notice of Public Hearing. We are now ready to move forward, with the first step being the 1) Introduction of the Annexation Resolution and 2) Board Approval of the Annexation Plan at the October Town Meeting. A Public Hearing has been scheduled for 6pm prior to the October Board Worksession, after which the Board can then approve the Annexation Resolution, and the annexation will take effect early January 2022.

Annexation Timeline:

RESOLUTION INTRODUCTION DATE: Tuesday October 12th, 2021 (Annexation Resolution Introduced & Annexation Plan Approved)

ANNEXATION PLAN TO COUNTY, MDP, M-NCPPC & PGCPB (AT LEAST 30 DAYS BEFORE HEARING): Wednesday, October 13th, 2021

HEARING NOTICE PUBLICATION DATES: (4 NOTICES FOR 4 WEEKS PRIOR TO HEARING)

1. Thursday, October 14th, 2021 (PG Post)
2. Thursday, October 21st, 2021
3. Thursday, October 28th, 2021
4. Thursday, November 4th, 2021

MAIL PUBLIC NOTICE TO CO. COUNCIL, MDP & M-NCPPC: Wednesday, October 13th, 2021

PUBLIC HEARING DATE (NOT LESS THAN 15 DAYS AFTER THE FINAL PUBLICATION OF THE NOTICES): Tuesday, November 23rd, 2021, 6PM

ENACTMENT DATE (ON OR AFTER HEARING DATE): Tuesday, November 23rd, 2021

EFFECTIVE DATE (45 DAYS AFTER ENACTMENT): Friday, January 7, 2022

FILE ENACTED RESOLUTION (WITH CLERK OF CIR. COURT, MD. DEPT. LEGISLATIVE SERVICES, COUNTY TAX ASSESSOR & M-NCPPC W/I 10 DAYS): Monday, January 17th, 2022

THE TOWN OF UPPER MARLBORO, MARYLAND

ANNEXATION PLAN

FOR THE ANNEXATION OF CERTAIN PROPERTIES CONSISTING OF TWO SEPARATE ANNEXATION AREAS LOCATED WEST AND EAST OF THE PRESENT CORPORATE LIMITS OF THE TOWN OF UPPER MARLBORO INCLUDING AN AREA TO BE KNOWN AS THE “2ND ANNEXATION AREA” SINCE INCORPORATION WHICH INCLUDES THE MARYLAND ROUTE 4 RIGHT-OF-WAY AND LANDS EAST TO THE EXISTING CORPORATE LIMITS IN THE VICINITY OF THE SHOW PLACE ARENA AND ALL PARCELS OR LOTS LOCATED NORTH OF SAID MD 4 AND EAST OF RITCHIE MARLBORO ROAD LYING SOUTH OF THE FEDERAL SPRING BRANCH OF THE PATUXENT RIVER AND ABUTTING THE TOWN, AND THE AREA TO BE KNOWN AS THE “3RD ANNEXATION AREA” SINCE INCORPORATION WHICH INCLUDES THE MARYLAND ROUTE 725 RIGHT-OF-WAY PROCEEDING EAST TO THE US-301 RIGHT OF WAY, AND THE MARYLAND ROUTE 202 RIGHT-OF-WAY PROCEEDING NORTH TO THE WURTZ AND WEEKS TRACT RESUBDIVISION NEAR PERSEUS WAY (UNDEVELOPED) AND LARGO ROAD (MD 202) AS MORE PARTICULARLY DESCRIBED IN ANNEXATION RESOLUTION 01-2021 AND THE MAP OF SAID SECOND AND THIRD ANNEXATIONS ATTACHED HERETO.

October __, 2021

WHEREAS, The Board of Commissioners of The Town of Upper Marlboro (The “Town”) has or plans to initiate a Resolution (Annexation Resolution 01-2021) proposing to annex certain property contiguous and adjoining to the boundaries of the Town, including the following: the Annexation Property, as described in the metes and bounds legal description of parcels of land referenced herein below in Section 2 (new § 82-2(c) of the Town Charter) 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’, August 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 the Prince George’s County Tax Maps and described above as all or a portion of certain parcels or lots in the aforementioned Second (2nd) Annexation Area located to the west and south of the Town (Tax Map 101 – Parcel 286 (Tax ID # 0227082), Parcel 43 (Tax ID # 0235259), Lot 1 Eq. 2.9018 AC. (Tax ID # 0202317), Lot 1 EQ. 1.6155 (Tax ID # 0235267), Parcel 136 (Tax ID # 0192344), Parcel 130 (Tax ID # 0204818), a portion of right-of-way of Ritchie Marlboro Road (CO Rte. No. 974), a portion of right-of-way of MD 4 (Pennsylvania Avenue), a portion of right of way of Old Crain Highway (CO Rte. No. 1212), Parcel 116 (Tax ID # 0235382), all or a portion of right-of-way of Old Croom Road (Unimproved), Parcel 228 (Tax ID # 0235358), Parcel 197 (Tax ID # 0235176), Parcel 194 (Tax ID # 0229088), Parcel 195 (Tax ID # 0196758), Parcel 196 (Tax ID # 0215533), Parcel 198 (Tax ID # 0248153), Parcel 199 (Tax ID # 0201194), Parcel 200 (Tax ID # 0201186), Parcel 201 (Tax ID # 0228429), Parcel 203 (Tax ID # 0198069), Parcel 204 (Tax ID # 0244020), Parcel 205 (Tax ID # 0202630), Parcel 206 (Tax ID # 0204198), Parcel 297 (Tax ID # 0200444), Parcel 219 (Tax ID # 0200444), Parcel 220 (Tax ID # 0215921), Parcel 221 (Tax ID # 0202945), Parcel 222 (Tax ID # 0199869), Parcel 207 (Tax ID # 0247866), Parcel 208 (Tax ID # 019619), all or a portion of right-of-way of Valley Lane (CO Rte. No. 1010 & Rte. No. OP 664), Parcel 238 (Tax ID # 0246926), Parcel 266

(Tax ID # 0229856), Parcel of Unknown Ownership (S. of Parcel 218), and Parcel 218 (Tax ID # 0235416); Tax Map 102, Parcel 32 (Tax ID # 0238873), and the aforementioned “Third (3rd) Annexation Area” located east and north of the Town (Tax Map 102 - Parcel 75 (Tax ID # 0229872), Parcel 32 (Tax ID # 0238873), Parcel 70 (Tax ID # 0248161), Parcel 39 (Tax ID # 020143), Parcel 95 (Tax ID # 0240135), Parcel 1 (Tax ID # 0231308), Parcel 102 (Tax ID # 0237958); Tax Map 101 – Parcel 285 (Tax ID # 0231530); Tax Map 92 – Parcel 33 (Tax ID # 0197012), Parcel of Unknown Ownership (S. of Parcel 76), Parcel 76 (Tax ID # 0228692), PT Lot 1 EQ. 3.6142 AC. (Tax ID # 0202572), PT Lot 2 EQ. 1.5148 AC. (Tax ID # 0202564), a portion of right of way of MD 202, Parcel 45 (Tax ID # 0203166), Parcel 77 (Tax ID # 0203158), Parcel A (Tax ID # 5510858), Outparcel D (Tax ID # 3152634), all or a portion of right of way of Tranrail Drive (Unimproved), Outparcel B (Tax ID # 31552618), a portion of right of way of Celestial Court (Private), Lot 13 (Tax ID # 3746641), Lot 12 (Tax ID # 3746633), Lot 14 (Tax ID # 3746658), Lot 11 (Tax ID # 3746625), Lot 15 (Tax ID # 3746666), Lot 10 (Tax ID # 3746617), Lot 16 (Tax ID # 3746674), Lot 9 (Tax ID # 3746609), Parcel A (Tax ID # 3746526), all or a portion of right of way of Perseus Court (Unimproved), a portion of right of way of Dustream Terrace (Unimproved), Lot 8 (Tax ID # 3746591), Lot 2 (Tax ID # 3746534), Lot 7 (Tax ID # 3746583), Lot 3 (Tax ID # 3746542), Lot 4 (Tax ID # 3746559), Lot 5 (Tax ID # 3746567), Lot 6 (Tax ID # 3746575), Lot 7 (Tax ID # 3746583), Outparcel E (Tax ID # 3152642), Outparcel C (Tax ID # 3152626), Outparcel A (Tax ID # 3152600); Tax Map 102 – Parcel 39 (Tax ID # 0240143), Parcel 43 (Tax ID # 0201053), Parcel of Unknown Ownership (E. of Parcel 43), Parcel 37 (Tax ID # 0192179), Parcel 79 (Tax ID # 0229484), Parcel 72 (Tax ID # 0205344), Parcel 32 (Tax ID # 0238873), Parcel 78 (Tax ID # 0229443), Parcel 6 (Tax ID # 0205351), Parcel 77 (Tax ID # 0229435), Parcel 110 (Tax ID # 0228262), Parcel 40 (Tax ID # 0204156), Parcel 41 (Tax ID # 0227199), Parcel 100 (Tax ID # 0228387), Parcel 101 (Tax ID # 0203422); Tax Map 93 – Parcel 22 (Tax ID # 0237974); Tax Map 102 – Parcel 50 (Tax ID # 0237974); Tax Map 93 – Parcel 65 (Tax ID # 0238584), Parcel 23 (Tax ID # 0219774), Parcel 64 (Tax ID # 0198283), Parcel 67 (Tax ID # 0197343), Lot 2-A (Tax ID # 5606615), Lot 2-B (Tax ID # 5606626), Parcel 51 (Tax ID # 0797640), Parcel 25 (Tax ID # 0229641), Parcel 24 (Tax ID # 0229633), Lot 1 (Tax ID # 3568193), Lot 2 (Tax ID # 291743), Lot 1 (Tax ID # 2917235); Tax Map 102 – Parcel 2 (Tax ID # 0235044), Parcel 4 (Tax ID # 0231506), Parcel 77 (Tax ID # 0229435); Tax Map 93 – Parcel 14 (Tax ID # 0229427); Tax Map 102 – Parcel 3 (Tax ID # 0231514), Parcel 44 (Tax ID # 0230193); Tax Map 93 – Parcel 17 (Tax ID # 0231621), all or a portion of right of way of Buck Lane (CO Rte. No. 5181 & OP Rte. No. 142), Parcel 16 (Tax ID # 0215715); Tax Map 102 – Parcel 122 (Tax ID # 5570908), Parcel 107 (Tax ID # 2812089); Tax Map 93 – Parcel 99 (Tax ID # 0196824), Parcel 203 (Tax ID # 3156593), Parcel 21 (Tax ID # 0228940), Parcel of Unknown Ownership (W. of Parcel 21), Parcel 83 (Tax ID # 0196915), Parcel 192 (Tax ID # 0228080), Parcel 9 (Tax ID # 0197681), all or a portion of right of way of Peerless Avenue (Private), Parcel 160 (Tax ID # 0248948), Parcel 120 (Tax ID # 0239616), Parcel 121 (Tax ID # 022741), Parcel of Unknown Ownership (E. of Parcel 121), Parcel 18 (Tax ID # 0247056), Parcel 122 (Tax ID # 0247064), Parcel 123 (Tax ID # 0247486), Parcel 124 (Tax ID # 0197186), Parcel 20 (Tax ID # 0197699), Parcel 119 (Tax ID # 0204735), Parcel 118 (Tax ID # 0198143), Parcel 117 (Tax ID # 0205153), Parcel 115 (Tax ID # 0244046), Parcel A (Tax ID # 0237909), Parcel 114 (Tax ID # 0244038), Parcel 113 (Tax ID # 0229526), Parcel 96 (Tax ID # 0204065), Parcel 112 (Tax ID # 0203000), Parcel 30 (Tax ID # 0202994), Parcel 110 (Tax ID # 0247031), Parcel 111 (Tax ID # 0202986), Parcel 109 (Tax ID # 0228106), Parcel 108 (Tax ID # 0198150), Parcel 146 (Tax ID # 0228916), Parcel 107 (Tax ID # 0198168), Parcel 106 (Tax ID # 0215053), Parcel 104 (Tax ID # 0231159), Parcel 103 (Tax ID # 0248898), Parcel 102 (Tax ID # 0205146), Parcel 101 (Tax ID # 0238337), Parcel 69 (Tax ID # 0246199), Lots 1 & 2 (Tax ID # 0215061), Lot 17 (Tax ID # 0200832), a portion of right-of-way of

Robert Crain Highway (US 301), all or a portion of right-of-way of Peerless Avenue (OP Rte. No. 4261), Outparcel 1 (Tax ID # 0237982), and Parcel 1 (Tax ID # 0197269), as more fully described in Annexation Resolution 01-2021 and the Map of said Second and Third Annexations attached hereto; and

WHEREAS, said Annexation Resolution was initiated by the Board of Commissioners pursuant to §4-403 of the LG Art., of Md. Ann. Code; and

WHEREAS, the properties to be annexed will consist of approximately 504 acres adjoining public and other public (referenced herein using route numbers from SHA Route Index Maps) or private ways and approximately 151 parcels or lots or parts of parcels or lots of land, as more particularly described herein below (the “Annexation Property”) owned by various public and private entities, private individuals, the various levels of State and local government including but not limited to the State of Maryland, Prince George’s County, the Maryland-National Capital Park and Planning Commission, the Prince George’s County Board of Education and the Town of Upper Marlboro; 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 and Third 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’, August 2021” prepared by Charles P. Johnson and Associates, Inc., which is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners further finds that this annexation plan is consistent with any applicable municipal growth element of any comprehensive or related plan of the municipality; and

WHEREAS, on the ____ day of October 2021, the Board of Commissioners of The Town of Upper Marlboro introduced a resolution proposing the aforementioned municipal annexation initiated by the Town.

A. Introduction

This Annexation Plan has been prepared by the Town pursuant to Section 4-415 of the Local Government Article, of the Annotated Code of Maryland.

B. Land Use and Zoning Pattern for the Annexation Property

(1) The Annexation Property is located approximately along the Western, Southern and Eastern boundaries of the Town’s current corporate limits. The area to be annexed (the “Annexation Property”) consisting of two separate annexation areas is described in the metes and bounds legal description of parcel or parcels of land and rights-of-way referenced herein below as the Second and Third Annexation, and the Annexation Property is further described or depicted in Section 2 of Annexation Resolution 01-2021 and on a map exhibit entitled “Map of the Second Annexation of the Town of Upper Marlboro, Prince George’s County, Maryland, 1” = 300’, August 2021” prepared by Charles P. Johnson and Associates, Inc., which is attached hereto as Exhibit A;

(2) 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 (both Second and Third Annexation Areas) is currently zoned R-R, R-80, R-O-S, C-M, I-L, O-S, M-X-T, and R-E (See "Guide to Zoning Categories Prince George's County, Maryland," (M-NCPPC 2010) on certain portions of the subject parcels or lots pursuant to the County Zoning Ordinance. Further information on zoning and land uses is available at <https://www.pgatlas.com/>.

C. Annexation Agreements and Availability of Land for Public Facilities

As referenced further in Annexation Resolution 01-2021, and any exhibits referenced therein, there are existing or pending annexation agreements between the Town and certain land owners regarding the provision of municipal services and the abatement of municipal taxation, but there are no such agreements concerning dedication of portions of the Annexation Property for public facilities. Land use, zoning, subdivision, building construction and storm water regulations are generally administered by the County, the Washington Suburban Sanitary Commission (the "WSSC"), or the Maryland-National Capital Park and Planning Commission unless preempted by federal law. All necessary infrastructure and improvements, including road access, sidewalks, storm water management systems, water and sewer systems and/or extensions and utility delivery systems, and all other facilities necessary to service the Annexation Property shall be installed in accordance with sound engineering principles, and shall be subject to location, design and construction approvals and/or Mandatory Referrals reviewed by Prince George's County, WSSC or the County Planning Board.

D. Public Water and Sewer

Public water and sewer service is or will be supplied by the Washington Suburban Sanitary Commission for the Annexation Property. The sewer basin is basin ID: 14, basin name: Western Branch. The current water and sewer categories in the areas to be annexed are as follows: sewer category, sewer code: S-5, Future Community System; S-4, Community System Adequate for Development Planning; S-3, sewer description code: Community System, and the Sewer Envelope Availability: Planned or Existing Community System. The water category is water code: W-3, water description code: Community System and W-4, Community System Adequate for Development Planning, and W-5, Future Community System. Further information on public water and sewer service is available from <https://www.pgatlas.com/>.

E. Other Municipal or Related Services

(1) Police Service. The Annexation Property, including each of the two separate annexation areas, is or may be served by the Maryland-National Capital Park Police and the Prince George's County Police Department, in part or wholly, and also, as permitted by law, may be further served by the Upper Marlboro Police Department on a full scale or limited basis for purposes of police protection. Certain services may also be provided by the Prince George's County Police Department pursuant to a Memorandum of Understanding or Mutual Aid Agreement regarding jurisdictional police services entered into between the Town and the County governments. Such services may commence after annexation, using existing personnel and equipment, at the same or similar level of service now being

provided to the Town in areas where police protective services are provided on a concurrent basis with another police agency.

(2) Emergency Service. The Marlboro Volunteer Fire Department, Station #1 presently provides fire protection and emergency medical services to the Annexation Property. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.

(3) Street Maintenance. The Annexation Property contains no streets or highways currently under the jurisdiction of the Town of Upper Marlboro. Any existing public streets or roadways will continue to be maintained for public or private use by the County, the State of Maryland or other public or private entities into the foreseeable future.

(4) Refuse Collection. The Town presently offers only residential trash collection. There is no residential development within the Annexation Area and presently there are no municipal trash collection services proposed for the Annexation Area.

(5) Code Enforcement. Since the majority of the land to be annexed is owned and operated by private individuals or entities, such land will be subject to municipal regulation and code enforcement; however, the public lands are generally exempt from the enforcement of municipal building, livability and safety codes and ordinances.

F. Financing Services

Financing for any municipal services extended to the Annexation Property will be provided through the general fund as currently provided to the Town. The largest source of tax revenues collected by the Town is attributable to the municipal property tax which is levied only against taxable property. The Town may fund certain extended services by way of intergovernmental grants, fees, payments in lieu of taxes and/or pursuant to memoranda of understanding.

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

ATTEST:

BOARD OF COMMISSIONERS OF THE TOWN
OF UPPER MARLBORO, MARYLAND

John Hoatson, Clerk
Clerk

Linda Pennoyer, President/Mayor

Sarah Franklin, Commissioner

Approval Date: _____

Janice Duckett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Clerk of the Town of Upper Marlboro and that the Board of Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Annexation Plan, and that said Plan 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

THE TOWN OF UPPER MARLBORO, MARYLAND

Annexation Resolution No. 01-2021

AN ANNEXATION RESOLUTION of the Board of Commissioners of the Town of Upper Marlboro (the “Town”) pursuant to § 4-401 *et seq.* of the Local Government Article of the Annotated Code of Maryland for the purpose of annexing certain parcels, lots and rights-of-way of real property located in two (2) distinct and separate annexation areas with each area adjoining and contiguous to the Town including the second annexation area to be annexed since the Town was incorporated to be referred to as the “Second (2nd) Annexation Area” consisting in the aggregate of approximately 258 acres, and located west and south of the current municipal corporate territory of the Town and further described as a portion of Ritchie Marlboro Road right-of-way intersecting the Pennsylvania Avenue (MD 4) right-of-way west of Town and the lands north of said Pennsylvania Avenue right-of-way and east of Ritchie Marlboro Road including Federal Springs Park and the lands south of the Federal Spring Branch of the Patuxent River extending east to where said Branch becomes the northern corporate limits of the existing Town of Upper Marlboro and extending east and south of the Town including and along the north side of the Pennsylvania Avenue (MD 4) right-of-way to the existing corporate limits bounded to the east by the Show Place Arena, MD Route 4 right-of-way, the Water Street (MD 717) right-of-way and the existing corporate limits of the Town near the Western Branch of the Patuxent River, as further described in more detail in the metes and bounds description found below in Section 2 of this Resolution and the map exhibit referenced hereinbelow; and including the third annexation area to be annexed since the Town was incorporated to be referred to as the “Third (3rd) Annexation Area” consisting in the aggregate of approximately 246 acres, located east and north of the current municipal corporate territory of the Town and further described as the lands east of the existing corporate limits consisting of the Western Branch of the Patuxent River near the Federal Spring Branch where the Collington Branch crosses MD 725 (Marlboro Pike) and MD 202 (Largo Road) including lands along the east and west of MD 202 (Largo Road), north of Marlboro Pike (MD 725) proceeding to the Wurtz and Weeks Tract Resubdivision near Perseus Way (Undeveloped) and Largo Road (MD 202) and lands known as the Wurtz and Weems Tract east to the Pope’s Creek Branch Railroad right-of-way, and including, but not limited to, lands along either side (North & South) of Marlboro Pike (MD 725) east to the intersection of Crain Highway (US 301) including but not limited to the Marlboro Tobacco Market Subdivision, the Marlboro Shell Subdivision (McDonald’s Restaurant & Dash In Food Store), the Agricultural Fair Association Subdivision and lands near the intersection of Crain Highway (US 301) and Peerless Avenue, as further described in more detail in the metes and bounds description found below in Section 2 of this Resolution and the map exhibit referenced hereinbelow; and providing for the terms and conditions of the annexation to the Town of Upper Marlboro; and 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 and annexation areas.

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 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 President of the Town Board of Commissioners has obtained signed consent forms from at least twenty-five percent (25%) of the owners of assessed valuation of the real property in each of the two (2) referenced areas to be annexed and at least twenty-five percent (25%) of the registered voters who are residents in each of the two (2) referenced areas to be annexed; and

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 all or a portion of certain parcels or lots in the aforementioned ***Second (2nd) Annexation Area*** located to the west and south of the Town (Tax Map 101 – Parcel 286, Parcel 43, Lot 1 Eq. 2.9018 AC., Lot 1 EQ. 1.6155, Parcel 136, Parcel 130, a portion of right-of-way of Ritchie Marlboro Road (CO Rte. No. 974), a portion of right-of-way of MD 4 (Pennsylvania Avenue), a portion of right of way of Old Crain Highway (CO Rte. No. 1212), Parcel 116, all or a portion of right-of-way of Old Croom Road (Unimproved), Parcel 228, Parcel 197, Parcel 194, Parcel 195, Parcel 196, Parcel 198, Parcel 199, Parcel 200, Parcel 201, Parcel 203, Parcel 204, Parcel 204, Parcel 205, Parcel 206, Parcel 206, Parcel 297, Parcel 219, Parcel 220, Parcel 221, Parcel 222, Parcel 207, Parcel 208, all or a portion of right-of-way of Valley Lane (CO Rte. No. 1010 & Rte. No. OP 664), Parcel 238, Parcel 266, Parcel of Unknown Ownership (S. of Parcel 218), and Parcel 218; Tax Map 102, Parcel 32), and the aforementioned ***Third (3rd) Annexation Area*** located east and north of the Town (Tax Map 102 - Parcel 75, Parcel 32, Parcel 70, Parcel 39, Parcel 95, Parcel 1, Parcel 102; Tax Map 101 – Parcel 285; Tax Map 92 – Parcel 33, Parcel of Unknown Ownership (S. of Parcel 76), Parcel 76, PT Lot 1 EQ. 3.6142 AC., PT Lot 2 EQ. 1.5148 AC., a portion of right of way of MD 202, Parcel 45, Parcel 77, Parcel A, Outparcel D, all or a portion of right of way of Tranrail Drive (Unimproved), Outparcel B, a portion of right of way of Celestial Court (Private), Lot 13, Lot 12, Lot 14, Lot 11, Lot 15, Lot 10, Lot 16, Lot 9, Parcel A, all or a portion of right of way of Perseus Court (Unimproved), a portion of right of way of Dustream Terrace (Unimproved), Lot 8, Lot 2, Lot 7, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Outparcel E, Outparcel C, Outparcel A; Tax Map 102 – Parcel 39, Parcel 43, Parcel of Unknown Ownership (E. of Parcel 43), Parcel 37, Parcel 79, Parcel 72, Parcel 32, Parcel 78, Parcel 6, Parcel 77, Parcel 110, Parcel 40, Parcel 41, Parcel 100, Parcel 101; Tax Map 93 – Parcel 22; Tax Map 102 – Parcel 50; Tax Map 93 – Parcel 65, Parcel 23, Parcel 64, Parcel 67, Lot 2-A, Lot 2-B, Parcel 51, Parcel 25, Parcel 24, Lot 1, Lot 2, Lot 1; Tax Map 102 – Parcel 2, Parcel 4, Parcel 77; Tax Map 93 – Parcel 14; Tax Map 102 – Parcel 3, Parcel 44; Tax Map 93 – Parcel 17, all or a portion of right of way of Buck Lane (CO Rte. No. 5181 & OP Rte. No. 142), Parcel 16; Tax

Map 102 – Parcel 122, Parcel 107; Tax Map 93 – Parcel 99, Parcel 203, Parcel 21, Parcel of Unknown Ownership (W. of Parcel 21), Parcel 83, Parcel 192, Parcel 9, all or a portion of right of way of Peerless Avenue (Private), Parcel 160, Parcel 120, Parcel 121, Parcel of Unknown Ownership (E. of Parcel 121), Parcel 18, Parcel 122, Parcel 123, Parcel 124, Parcel 20, Parcel 119, Parcel 118, Parcel 117, Parcel 115, Parcel A, Parcel 114, Parcel 113, Parcel 96, Parcel 112, Parcel 30, Parcel 110, Parcel 111, Parcel 109, Parcel 108, Parcel 146, Parcel 107, Parcel 106, Parcel 104, Parcel 103, Parcel 102, Parcel 101, Parcel 69, Lots 1 & 2, Lot 17, a portion of right-of-way of Robert Crain Highway (US 301), all or a portion of right-of-way of Peerless Avenue (OP Rte. No. 4261), Outparcel 1, and Parcel 1) 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 Second and Third Annexations of the Town of Upper Marlboro, Prince George’s County, Maryland prepared by Charles P. Johnson and Associates, Inc. (August 2021) attached hereto; and

WHEREAS, the properties to be annexed will consist of approximately 504 acres adjoining public and other public (referenced herein using route numbers from SHA Route Index Maps) or private ways and approximately 151 parcels or lots or parts of parcels or lots of land, as more particularly described herein below (the “Annexation Property”) owned by various public and private entities, private individuals, the various levels of State and local government including but not limited to the State of Maryland, Prince George’s County, the Maryland-National Capital Park and Planning Commission, the Prince George’s County Board of Education and the Town of Upper Marlboro; 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 and Third 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’, August 2021” prepared by Charles P. Johnson and Associates, Inc., which is attached hereto as Exhibit A; 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 described herein 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 in Section 2 (new § 82-2(c) of the Town Charter) 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 the Prince George’s County Tax Maps and described above as all or a portion of certain parcels or lots in the aforementioned Second (2nd) Annexation Area located to the west and south of the Town (Tax Map 101 – Parcel 286 (Tax ID # 0227082), Parcel 43 (Tax ID # 0235259), Lot 1 Eq. 2.9018 AC. (Tax ID # 0202317), Lot 1 EQ. 1.6155 (Tax ID # 0235267), Parcel 136 (Tax ID # 0192344), Parcel 130 (Tax ID # 0204818), a portion of right-of-way of Ritchie Marlboro Road (CO Rte. No. 974), a portion of right-of-way of MD 4 (Pennsylvania Avenue), a portion of right of way of Old Crain Highway (CO Rte. No. 1212), Parcel 116 (Tax ID # 0235382), all or a portion of right-of-way of Old Croom Road (Unimproved), Parcel 228 (Tax ID # 0235358), Parcel 197 (Tax ID # 0235176), Parcel 194 (Tax ID # 0229088), Parcel 195 (Tax ID # 0196758), Parcel 196 (Tax ID # 0215533), Parcel 198 (Tax ID # 0248153), Parcel 199 (Tax ID # 0201194), Parcel 200 (Tax ID # 0201186), Parcel 201 (Tax ID # 0228429), Parcel 203 (Tax ID # 0198069), Parcel 204 (Tax ID # 0244020), Parcel 205 (Tax ID # 0202630), Parcel 206 (Tax ID # 0204198), Parcel 297 (Tax ID # 0200444), Parcel 219 (Tax ID # 0200444), Parcel 220 (Tax ID # 0215921), Parcel 221 (Tax ID # 0202945), Parcel 222 (Tax ID # 0199869), Parcel 207 (Tax ID # 0247866), Parcel 208 (Tax ID # 019619), all or a portion of right-of-way of Valley Lane (CO Rte. No. 1010 & Rte. No. OP 664), Parcel 238 (Tax ID # 0246926), Parcel 266 (Tax ID # 0229856), Parcel of Unknown Ownership (S. of Parcel 218), and Parcel 218 (Tax ID # 0235416); Tax Map 102, Parcel 32 (Tax ID # 0238873), and the aforementioned “Third (3rd) Annexation Area” located east and north of the Town (Tax Map 102 - Parcel 75 (Tax ID # 0229872), Parcel 32 (Tax ID # 0238873), Parcel 70 (Tax ID # 0248161), Parcel 39 (Tax ID # 020143), Parcel 95 (Tax ID # 0240135), Parcel 1 (Tax ID # 0231308), Parcel 102 (Tax ID # 0237958); Tax Map 101 – Parcel 285 (Tax ID # 0231530); Tax Map 92 – Parcel 33 (Tax ID # 0197012), Parcel of Unknown Ownership (S. of Parcel 76), Parcel 76 (Tax ID # 0228692), PT Lot 1 EQ. 3.6142 AC. (Tax ID # 0202572), PT Lot 2 EQ. 1.5148 AC. (Tax ID # 0202564), a portion of right of way of MD 202, Parcel 45 (Tax ID # 0203166), Parcel 77 (Tax ID # 0203158), Parcel A (Tax ID # 5510858), Outparcel D (Tax ID # 3152634), all or a portion of right of way of Tranrail Drive (Unimproved), Outparcel B (Tax ID # 31552618), a portion of right of way of Celestial Court (Private), Lot 13 (Tax ID # 3746641), Lot 12 (Tax ID # 3746633), Lot 14 (Tax ID # 3746658), Lot 11 (Tax ID # 3746625), Lot 15 (Tax ID # 3746666), Lot 10 (Tax ID # 3746617), Lot 16 (Tax ID # 3746674), Lot 9 (Tax ID # 3746609), Parcel A (Tax ID # 3746526), all or a portion of right of way of Perseus Court (Unimproved), a portion of right of way of Dustream Terrace (Unimproved), Lot 8 (Tax ID # 3746591), Lot 2 (Tax ID # 3746534), Lot 7 (Tax ID # 3746583), Lot 3 (Tax ID # 3746542), Lot 4 (Tax ID # 3746559), Lot 5 (Tax ID # 3746567), Lot 6 (Tax ID # 3746575), Lot 7 (Tax ID # 3746583), Outparcel E (Tax ID # 3152642), Outparcel C (Tax ID #

3152626), Outparcel A (Tax ID # 3152600); Tax Map 102 – Parcel 39 (Tax ID # 0240143), Parcel 43 (Tax ID # 0201053), Parcel of Unknown Ownership (E. of Parcel 43), Parcel 37 (Tax ID # 0192179), Parcel 79 (Tax ID # 0229484), Parcel 72 (Tax ID # 0205344), Parcel 32 (Tax ID # 0238873), Parcel 78 (Tax ID # 0229443), Parcel 6 (Tax ID # 0205351), Parcel 77 (Tax ID # 0229435), Parcel 110 (Tax ID # 0228262), Parcel 40 (Tax ID # 0204156), Parcel 41 (Tax ID # 0227199), Parcel 100 (Tax ID # 0228387), Parcel 101 (Tax ID # 0203422); Tax Map 93 – Parcel 22 (Tax ID # 0237974); Tax Map 102 – Parcel 50 (Tax ID # 0237974); Tax Map 93 – Parcel 65 (Tax ID # 0238584), Parcel 23 (Tax ID # 0219774), Parcel 64 (Tax ID # 0198283), Parcel 67 (Tax ID # 0197343), Lot 2-A (Tax ID # 5606615), Lot 2-B (Tax ID # 5606626), Parcel 51 (Tax ID # 0797640), Parcel 25 (Tax ID # 0229641), Parcel 24 (Tax ID # 0229633), Lot 1 (Tax ID # 3568193), Lot 2 (Tax ID # 291743), Lot 1 (Tax ID # 2917235); Tax Map 102 – Parcel 2 (Tax ID # 0235044), Parcel 4 (Tax ID # 0231506), Parcel 77 (Tax ID # 0229435); Tax Map 93 – Parcel 14 (Tax ID # 0229427); Tax Map 102 – Parcel 3 (Tax ID # 0231514), Parcel 44 (Tax ID # 0230193); Tax Map 93 – Parcel 17 (Tax ID # 0231621), all or a portion of right of way of Buck Lane (CO Rte. No. 5181 & OP Rte. No. 142), Parcel 16 (Tax ID # 0215715); Tax Map 102 – Parcel 122 (Tax ID # 5570908), Parcel 107 (Tax ID # 2812089); Tax Map 93 – Parcel 99 (Tax ID # 0196824), Parcel 203 (Tax ID # 3156593), Parcel 21 (Tax ID # 0228940), Parcel of Unknown Ownership (W. of Parcel 21), Parcel 83 (Tax ID # 0196915), Parcel 192 (Tax ID # 0228080), Parcel 9 (Tax ID # 0197681), all or a portion of right of way of Peerless Avenue (Private), Parcel 160 (Tax ID # 0248948), Parcel 120 (Tax ID # 0239616), Parcel 121 (Tax ID # 022741), Parcel of Unknown Ownership (E. of Parcel 121), Parcel 18 (Tax ID # 0247056), Parcel 122 (Tax ID # 0247064), Parcel 123 (Tax ID # 0247486), Parcel 124 (Tax ID # 0197186), Parcel 20 (Tax ID # 0197699), Parcel 119 (Tax ID # 0204735), Parcel 118 (Tax ID # 0198143), Parcel 117 (Tax ID # 0205153), Parcel 115 (Tax ID # 0244046), Parcel A (Tax ID # 0237909), Parcel 114 (Tax ID # 0244038), Parcel 113 (Tax ID # 0229526), Parcel 96 (Tax ID # 0204065), Parcel 112 (Tax ID # 0203000), Parcel 30 (Tax ID # 0202994), Parcel 110 (Tax ID # 0247031), Parcel 111 (Tax ID # 0202986), Parcel 109 (Tax ID # 0228106), Parcel 108 (Tax ID # 0198150), Parcel 146 (Tax ID # 0228916), Parcel 107 (Tax ID # 0198168), Parcel 106 (Tax ID # 0215053), Parcel 104 (Tax ID # 0231159), Parcel 103 (Tax ID # 0248898), Parcel 102 (Tax ID # 0205146), Parcel 101 (Tax ID # 0238337), Parcel 69 (Tax ID # 0246199), Lots 1 & 2 (Tax ID # 0215061), Lot 17 (Tax ID # 0200832), a portion of right-of-way of Robert Crain Highway (US 301), all or a portion of right-of-way of Peerless Avenue (OP Rte. No. 4261), Outparcel 1 (Tax ID # 0237982), and Parcel 1 (Tax ID # 0197269). 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* below in this Section 2 but not **bold** font and three asterisks (***) signifying language to remain as is) by adding the following subsection containing the metes and bounds description of the Annexation Property:

**Charter
of the

Town of Upper Marlboro

Prince George's County, Maryland**

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 and Third Annexations. The boundaries of Upper Marlboro are hereby extended to include the following parcels or areas of land:

(1) Beginning for the same at a point on the Southerly side of the Federal Spring Branch of the Patuxent River, said point also being at the end of the direct line across the land of Frederick Sasscer as described in the Original Corporate limits of the Town, thence leaving the aforesaid Southerly side of the Federal Spring Branch of the Patuxent River, and running reversely with and binding on the aforesaid direct line across the land of Frederick Sasscer as described in the Original Corporate limits of the Town, which line is also the present western boundary line of the Town of Upper Marlboro, the following course and distance

(i) South 22°29'49" East, 2,089.03 feet to a point at the small bridge culvert on the road from Upper Marlboro to Rosaryville, back of the former residence of A. S. Brooke, as described in the aforesaid Original Corporate limits of the Town, thence continuing reversely with and binding on the present western boundary line of the Town of Upper Marlboro the following course and distance

- (ii) South 47°29'58" East, 330.25 feet to a point in the stream beyond James B. Belt's meadow as described in the aforesaid Original Corporate limits of the Town, thence running reversely with and binding on the aforesaid stream beyond James B. Belt's meadow as described in the Original Corporate limits of the Town, which line is also the present southern boundary lines of the Town of Upper Marlboro, the following sixty courses and distances
- (iii) South 45°18'18" East, 25.00 feet to a point, thence
- (iv) South 61°11'57" East, 21.76 feet to a point, thence
- (v) North 62°30'46" East, 70.78 feet to a point, thence
- (vi) North 21°45'49" East, 67.97 feet to a point, thence
- (vii) North 88°53'00" East, 49.37 feet to a point, thence
- (viii) South 83°13'15" East, 66.32 feet to a point, thence
- (ix) North 68°39'45" East, 45.49 feet to a point, thence
- (x) South 73°16'51" East, 43.91 feet to a point, thence
- (xi) North 47°53'16" East, 62.91 feet to a point, thence
- (xii) North 72°36'28" East, 52.13 feet to a point, thence
- (xiii) North 24°50'52" East, 57.89 feet to a point, thence
- (xiv) North 74°16'27" East, 50.40 feet to a point, thence
- (xv) North 46°40'56" East, 59.16 feet to a point, thence
- (xvi) North 34°16'54" East, 101.76 feet to a point, thence
- (xvii) North 59°08'05" East, 47.25 feet to a point, thence
- (xviii) North 47°03'21" East, 63.96 feet to a point, thence
- (xix) North 61°57'39" East, 136.01 feet to a point, thence
- (xx) North 43°14'35" East, 39.62 feet to a point, thence
- (xxi) North 61°54'24" East, 32.58 feet to a point, thence
- (xxii) North 41°42'33" East, 106.32 feet to a point, thence
- (xxiii) North 65°24'24" East, 33.45 feet to a point, thence
- (xxiv) North 46°54'28" East, 54.87 feet to a point, thence
- (xxv) North 56°37'52" East, 42.61 feet to a point, thence
- (xxvi) North 83°21'33" East, 37.63 feet to a point, thence
- (xxvii) North 18°37'36" East, 43.39 feet to a point, thence
- (xxviii) North 67°10'00" East, 60.64 feet to a point, thence
- (xxix) South 66°52'34" East, 74.35 feet to a point, thence
- (xxx) South 76°37'52" East, 111.95 feet to a point, thence
- (xxxi) North 71°30'22" East, 85.58 feet to a point, thence
- (xxxii) South 64°33'00" East, 122.30 feet to a point, thence
- (xxxiii) South 68°50'09" East, 48.83 feet to a point, thence
- (xxxiv) South 19°54'26" East, 11.35 feet to a point, thence
- (xxxv) South 37°44'27" West, 24.19 feet to a point, thence
- (xxxvi) South 07°51'25" East, 10.92 feet to a point, thence
- (xxxvii) South 54°14'36" East, 42.59 feet to a point, thence
- (xxxviii) South 84°24'41" East, 9.81 feet to a point, thence
- (xxxix) North 04°35'01" East, 14.73 feet to a point, thence
- (xl) North 18°45'29" West, 26.41 feet to a point, thence
- (xli) North 32°46'05" East, 16.10 feet to a point, thence
- (xlii) South 79°13'49" East, 29.77 feet to a point, thence

- (xliii) South 69°50'05" East, 42.59 feet to a point, thence
- (xliv) North 49°02'17" East, 14.71 feet to a point, thence
- (xlv) North 14°04'20" West, 33.70 feet to a point, thence
- (xlvi) North 45°17'10" West, 29.59 feet to a point, thence
- (xlvii) North 69°08'38" East, 30.74 feet to a point, thence
- (xlviii) South 83°33'51" East, 38.26 feet to a point, thence
- (xlix) North 17°19'02" East, 46.34 feet to a point, thence
- (l) North 40°34'20" East, 54.60 feet to a point, thence
- (li) North 83°04'48" East, 198.66 feet to a point, thence
- (lii) South 75°37'35" East, 80.41 feet to a point, thence
- (liii) South 58°15'40" East, 50.27 feet to a point, thence
- (liv) South 24°39'15" East, 36.64 feet to a point, thence
- (lv) South 03°19'59" East, 41.92 feet to a point, thence
- (lvi) North 81°17'46" East, 36.68 feet to a point, thence
- (lvii) South 52°11'11" East, 28.77 feet to a point, thence
- (lviii) South 46°46'22" West, 47.33 feet to a point, thence
- (lix) South 58°30'28" East, 24.65 feet to a point, thence
- (lx) South 62°03'50" East, 66.79 feet to a point, thence
- (lxi) South 09°05'16" West, 21.76 feet to a point, thence
- (lxii) South 49°18'06" East, 57.64 feet to a point on the Northerly side of the Western Branch of the Patuxent River as described in the aforesaid Original Corporate limits of the Town, thence leaving the aforesaid stream beyond James B. Belt's meadow as described in the Original Corporate limits of the Town, and running reversely with and binding on the Northerly side of the aforesaid Western Branch of the Patuxent River as described in the Original Corporate limits of the Town, so as to exclude said Branch, which line is also the present southern boundary lines of the Town of Upper Marlboro, the following six courses and distances
- (lxiii) North 39°21'35" East, 192.87 feet to a point, thence
- (lxiv) North 31°33'38" East, 136.49 feet to a point, thence
- (lxv) North 35°44'16" East, 111.12 feet to a point, thence
- (lxvi) North 44°44'11" East, 99.58 feet to a point, thence
- (lxvii) North 53°15'14" East, 113.35 feet to a point, thence
- (lxviii) North 59°22'15" East, 45.99 feet to a point on the Westerly Right-of-Way line of Water Street (30' wide), said point also being at the end of the Ninety-Ninth or North 23°57'20" West, 47.30 feet line of the First Annexation to the Town of Upper Marlboro, thence leaving the aforesaid Northerly side of the Western Branch of the Patuxent River as described in the Original Corporate limits of the Town, and running with and binding on the aforesaid Westerly Right-of-Way line of Water Street, and also running reversely with and binding on the aforesaid Ninety-Ninth line of the First Annexation to the Town of Upper Marlboro, which line is also the present western boundary line of the Town of Upper Marlboro, the following course and distance
- (lxix) South 23°57'20" East, 47.30 feet to a point on the Northerly Right-of-Way line of Pennsylvania Avenue (Relocated MD Rte. 4, variable width) as shown on State Roads Commission Plat Number 19984, thence leaving the aforesaid

- Westerly Right-of-Way line of Water Street, and running with and binding on the aforesaid Northerly Right-of-Way line of Pennsylvania Avenue, and also running reversely with and binding on the Ninety-Eighth through Ninety-fourth lines as described in the aforesaid First Annexation to the Town of Upper Marlboro, which line is also the present western boundary line of the Town of Upper Marlboro, the following five courses and distances
- (lxx) South 66°02'40" West, 47.00 feet to a point, thence
 - (lxxi) South 23°57'20" East, 19.39 feet to a point of curvature, thence
 - (lxxii) 247.41 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 400.00 feet and a chord bearing and distance of South 06°14'11" East, 243.48 feet to a point of compound curvature, thence
 - (lxxiii) 429.67 feet along the arc of a tangent curve, deflecting to the right, having a radius of 700.00 feet and a chord bearing and distance of South 29°04'02" West, 422.96 feet to a point, thence with a non-tangent line
 - (lxxiv) South 62°17'50" West, 440.10 feet to a point, thence leaving the aforesaid Northerly Right-of-Way line of Pennsylvania Avenue, and running in, through, over and across the aforesaid Pennsylvania Avenue, and also running reversely with and binding on the Ninety-third line as described in the aforesaid First Annexation to the Town of Upper Marlboro, which line is also the present western boundary line of the Town of Upper Marlboro, the following course and distance
 - (lxxv) South 04°54'22" East, 325.42 feet to a point on the Southerly Right-of-Way line of the aforesaid Pennsylvania Avenue as shown on State Roads Commission Plat Number 19979, thence leaving the aforesaid Ninety-third line as described in the First Annexation to the Town of Upper Marlboro, and running with and binding on the aforesaid Southerly Right-of-Way line of Pennsylvania Avenue, and also running for a new boundary line of Upper Marlboro, the following nine courses and distances
 - (lxxvi) South 62°18'12" West, 742.34 feet to a point of curvature, thence
 - (lxxvii) 1,014.15 feet along the arc of a tangent curve, deflecting to the right, having a radius of 3,014.79 feet and a chord bearing and distance of South 71°56'25" West, 1,009.38 feet to a point, thence with a non-tangent line
 - (lxxviii) South 71°20'03" West, 53.64 feet to a point of curvature, thence
 - (lxxix) 422.34 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 3,024.79 feet and a chord bearing and distance of South 86°34'38" West, 422.00 feet to a point, thence with a non-tangent line
 - (lxxx) North 00°34'38" East, 10.00 feet to a point of curvature, thence
 - (lxxx i) 905.43 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 3,014.79 feet and a chord bearing and distance of North 80°49'09" West, 902.03 feet to a point of curvature, thence
 - (lxxxii) 506.41 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 300.00 feet and a chord bearing and distance of South 34°02'41" West, 448.39 feet to a point of compound curvature, thence
 - (lxxxiii) 226.63 feet along the arc of a tangent curve, deflecting to the right, having a radius of 395.00 feet and a chord bearing and distance of North 81°09'34" West, 223.54 feet to a point of compound curvature, thence

- (lxxxiv) 298.70 feet along the arc of a tangent curve, deflecting to the right, having a radius of 300.00 feet and a chord bearing and distance of North 36°11'58" West, 286.51 feet to a point on the Easterly Right-of-Way line of Old Crain Highway (variable width right-of-way) as shown on State Roads Commission Plat Number 24759, thence leaving the aforesaid Easterly Right-of-Way line of Old Crain Highway, and also leaving the aforesaid Southerly Right-of-Way line of Pennsylvania Avenue, and running in, through, over and across the aforesaid Old Crain Highway the following course and distance
- (lxxxv) North 28°31'00" West, 175.15 feet to a point of curvature on the Westerly Right-of-Way line of the aforesaid Old Crain Highway, said point also being on the Common line between the Southerly Right-of-Way line of Through Highway of Pennsylvania Avenue and the Northerly Right-of-Way line of William Beanes Road (variable width service road right-of-way), thence leaving the aforesaid Westerly Right-of-Way line of Old Crain Highway, and running with and binding on the aforesaid Common line between the Southerly Right-of-Way line of Through Highway of Pennsylvania Avenue and the Northerly Right-of-Way line of William Beanes Road the following five courses and distances
- (lxxxvi) 259.79 feet along the arc of a non-tangent curve, deflecting to the left, having a radius of 904.93 feet, and a chord bearing and distance of North 49°51'26" West, 258.90 feet to a point, thence with a tangent line
- (lxxxvii) North 58°04'54" West, 363.54 feet to a point of curvature, thence
- (lxxxviii) 372.15 feet along the arc of a tangent curve, deflecting to the left, having a radius of 1,859.86 feet and a chord bearing and distance of North 63°48'51" West, 371.53 feet to a point of curvature, thence
- (lxxxix) 1,785.69 feet along the arc of a non-tangent curve, deflecting to the left, having a radius of 6,415.90 feet and a chord bearing and distance of North 84°47'19" West, 1,779.93 feet to a point, thence with a tangent line
- (xc) South 87°14'17" West, 743.90 feet to a point, thence leaving the aforesaid Common line between the Southerly Right-of-Way line of Through Highway of Pennsylvania Avenue and the Northerly Right-of-Way line of William Beanes Road, and running in, through, over and across Pennsylvania Avenue the following course and distance
- (xci) North 15°05'06" East, 680.73 feet to a point on the Westerly Right-of-Way line of Ritchie Marlboro Road (a variable width right-of-way) as shown on State Roads Commission Plat Number 19981, thence leaving the aforesaid Westerly Right-of-Way line of Ritchie Marlboro Road, and also leaving Pennsylvania Avenue, and running in, through, over and across the aforesaid Ritchie Marlboro Road the following course and distance
- (xcii) North 06°02'15" West, 454.17 feet to a point on the Easterly Right-of-Way line of the aforesaid Ritchie Marlboro Road, said point also being at the Westerly end of the Southerly or North 88°11'38" West, 271.69 feet Plat line as shown on a Record Plat entitled "Lot 1, Antioch Baptist Church" and recorded among the Land Records of Prince George's County, Maryland in plat Book 193 on Page 83, thence leaving the aforesaid Easterly Right-of-Way line of

- Ritchie Marlboro Road, and running reversely with and binding on the aforesaid Southerly Plat line as shown on the Record Plat recorded in Plat Book 193 on Page 83 the following course and distance
- (xciii) South 88°15'44" East, 271.69 feet to a point, thence continuing with the outline of the aforesaid Record Plat recorded in Plat Book 193 on Page 83, and also running reversely with and binding on the outline of a Plat of Subdivision entitled "Woolfolk" and recorded among the aforesaid Land Records in Plat Book 12 on Page 41, the following course and distance
- (xciv) South 79°47'51" East, 263.99 feet to a point, thence continuing with the aforesaid outline of the Plat of Subdivision recorded in Plat Book 12 on Page 41, and also running reversely with and binding on the Fourth or South 69°05' West, 6.7 feet line as described in a Deed from Ernest C. Woolfolk, et ux, to John M. Ellis, et ux, dated October 15, 1946 and recorded among the aforesaid Land Records in Liber 905 at Folio 219, the following course and distance
- (xcv) North 63°44'21" East, 148.50 feet to a point, thence running reversely with and binding on the Third line as described in the aforesaid Deed recorded in Liber 905 at Folio 219, and also running reversely with and binding on the Southerly outline of a Plat of Subdivision entitled "Lots 1 and 2, Campbell Subdivision" and recorded among the aforesaid Land Records in Plat Book 165 on Page 15, and further running reversely with and binding on the Southerly outline of a Plat of Subdivision entitled "Lots 1 & 2, Marlboro Green" and recorded among the aforesaid Land Records in Plat Book 133 on Page 71, the following course and distance
- (xcvi) North 69°53'02" East, 709.46 feet to a point, thence continuing with the Southerly outline of the Plat of Subdivision recorded in Plat Book 133 on Page 71, and also running reversely with and binding on the Fourth or South 81°55'00" West, 288.60 feet line as described in a Deed from Dennis E. Barnhart, et al, to Cheryl Tang How, dated February 21, 2019 and recorded among the aforesaid Land Records in Liber 41908 at Folio 56, and further running reversely with and binding on the Second or South 81°55' West, 133.70 feet line as described in a Deed from Mary R. Norris, et al, to Calvert Smith, et ux, dated September 20, 1956 and recorded among the aforesaid Land Records in Liber 2086 at Folio 430, and also further running reversely with and binding on the Third or South 81°55' West, 42.7 feet line as described in a Deed by and between Donald C. Gray, et al, dated July 26, 2004 and recorded among the aforesaid Land Records in Liber 21973 at Folio 529, the following course and distance
- (xcvii) North 73°57'49" East, 515.00 feet to a point, thence running reversely with and binding on the Second and First lines as described in the aforesaid Deed recorded in Liber 21973 at Folio 529 the following two courses and distances
- (xcviii) North 55°07'49" East, 191.40 feet to a point, thence
- (xcix) North 06°46'49" East, 37.48 feet to a point on the aforesaid Southerly side of the Federal Spring Branch of the Patuxent River, thence leaving the aforesaid First line as described in the Deed recorded in Liber 21973 at Folio 529, and running with and binding on the aforesaid Southerly side of the Federal

Spring Branch of the Patuxent River the following sixty-eight courses and distances

- (c) North 60°23'43" East, 32.27 feet to a point, thence
- (ci) North 78°20'11" East, 20.34 feet to a point, thence
- (cii) South 63°56'40" East, 21.76 feet to a point, thence
- (ciii) South 20°38'47" East, 20.81 feet to a point, thence
- (civ) South 39°57'40" East, 30.94 feet to a point, thence
- (cv) North 77°22'02" East, 45.55 feet to a point, thence
- (cvi) North 80°41'25" East, 38.70 feet to a point, thence
- (cvii) North 56°35'07" East, 34.79 feet to a point, thence
- (cviii) North 11°25'27" East, 25.88 feet to a point, thence
- (cix) North 01°54'47" East, 35.83 feet to a point, thence
- (cx) North 35°08'57" East, 18.20 feet to a point, thence
- (cxi) North 58°12'36" East, 20.28 feet to a point, thence
- (cxii) North 77°28'45" East, 16.05 feet to a point, thence
- (cxiii) South 40°25'41" East, 27.77 feet to a point, thence
- (cxiv) South 43°37'07" East, 25.43 feet to a point, thence
- (cxv) South 80°19'09" East, 28.97 feet to a point, thence
- (cxvi) North 85°10'19" East, 21.81 feet to a point, thence
- (cxvii) North 72°34'43" East, 19.54 feet to a point, thence
- (cxviii) South 75°43'24" East, 36.27 feet to a point, thence
- (cxix) South 74°03'44" East, 35.31 feet to a point, thence
- (cxx) North 33°18'29" East, 33.57 feet to a point, thence
- (cxxi) North 26°00'06" East, 42.46 feet to a point, thence
- (cxxii) North 60°50'45" East, 33.48 feet to a point, thence
- (cxxiii) North 73°04'48" East, 32.24 feet to a point, thence
- (cxxiv) North 29°42'52" East, 45.70 feet to a point, thence
- (cxxv) North 32°56'17" East, 58.16 feet to a point, thence
- (cxxvi) North 38°45'11" East, 65.02 feet to a point, thence
- (cxxvii) North 49°46'49" East, 33.04 feet to a point, thence
- (cxxviii) North 83°44'11" East, 21.83 feet to a point, thence
- (cxxix) South 34°04'08" East, 55.86 feet to a point, thence
- (cxxx) South 65°36'51" East, 31.77 feet to a point, thence
- (cxxxii) South 81°40'25" East, 30.55 feet to a point, thence
- (cxxxii) North 87°28'13" East, 89.01 feet to a point, thence
- (cxxxiii) North 61°11'22" East, 44.38 feet to a point, thence
- (cxxxiv) North 17°30'33" East, 61.99 feet to a point, thence
- (cxxxv) North 49°58'13" East, 18.18 feet to a point, thence
- (cxxxvi) North 84°13'33" East, 22.81 feet to a point, thence
- (cxxxvii) South 19°01'56" East, 45.65 feet to a point, thence
- (cxxxviii) South 08°52'02" West, 32.17 feet to a point, thence
- (cxxxix) South 30°18'00" East, 43.51 feet to a point, thence
- (cxli) North 86°18'46" East, 50.41 feet to a point, thence
- (cxlii) South 86°01'39" East, 48.47 feet to a point, thence
- (cxliii) South 84°11'14" East, 51.67 feet to a point, thence
- (cxliiii) North 39°37'54" East, 38.39 feet to a point, thence

(cxliv) North 09°02'25" East, 49.44 feet to a point, thence
(cxlv) North 87°51'49" East, 45.85 feet to a point, thence
(cxlvi) South 77°03'08" East, 44.85 feet to a point, thence
(cxlvii) South 37°16'19" East, 34.23 feet to a point, thence
(cxlviii) South 53°41'19" East, 36.74 feet to a point, thence
(cxlix) South 74°40'56" East, 24.62 feet to a point, thence
(cl) North 54°54'07" East, 33.36 feet to a point, thence
(cli) North 84°28'13" East, 36.25 feet to a point, thence
(clii) North 76°04'23" East, 66.93 feet to a point, thence
(cliii) North 60°16'54" East, 74.47 feet to a point, thence
(cliv) North 60°23'59" East, 53.65 feet to a point, thence
(clv) North 35°26'53" East, 44.18 feet to a point, thence
(clvi) North 17°36'50" East, 34.39 feet to a point, thence
(clvii) North 71°46'44" East, 23.46 feet to a point, thence
(clviii) North 63°56'17" East, 29.60 feet to a point, thence
(clix) North 18°17'49" East, 30.13 feet to a point, thence
(clx) North 26°27'05" West, 25.55 feet to a point, thence
(clxi) North 65°17'45" West, 30.06 feet to a point, thence
(clxii) North 17°23'37" West, 17.24 feet to a point, thence
(clxiii) North 03°05'31" East, 22.76 feet to a point, thence
(clxiv) North 27°28'31" East, 15.07 feet to a point, thence
(clxv) North 69°26'40" East, 37.81 feet to a point, thence
(clxvi) North 82°21'34" East, 56.85 feet to a point, thence
(clxvii) North 78°41'25" East, 49.03 feet to the point of beginning, containing 257.53
acres of land.

- (2) Beginning for the same at a point on the Westerly line of the Pope's Creek Railroad Right-of-Way, said point also being at the end of the Thirty-Ninth or South 15°28' East, 608.50 line as described in a Deed from Southern Maryland Agricultural Association, Inc., a Maryland corporation, to Prince George's County, Maryland, a Municipal corporation, dated August 26, 1980 and recorded among the Land Records of Prince George's County, Maryland in Liber 5299 at Folio 269, said point further being at the end of the Forty-Ninth or South 23°03'37" East, 608.50 feet line of the First Annexation to the Town of Upper Marlboro, thence leaving the aforesaid Westerly line of the Pope's Creek Railroad Right-of-Way, and running reversely with and binding on the aforesaid Thirty-Ninth line, and the Thirty-Eighth and Thirty-Seventh lines as described in the aforesaid Deed recorded in Liber 5299 at Folio 269, and also running reversely with and binding on the aforesaid Forty-Ninth, and the Forty-Eighth and Forty-Seventh lines as described in the aforesaid First Annexation to the Town of Upper Marlboro, which line is also the present eastern boundary line of the Town of Upper Marlboro, the following three courses and distances
- (i) North 23°03'37" West, 608.50 feet to a point, thence
(ii) North 39°18'37" West, 470.00 feet to a point, thence
(iii) North 57°45'59" West, 269.71 feet to a point at the beginning of the Third or South 43°04'53" West, 110.97 feet line as described in a Deed from Prince George's County to L. Thomas Wellons, III and Thomas Franklin Houck, Sr.,

dated January 13, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6627 at Folio 682, thence leaving the aforesaid Thirty-Seventh line as described in the aforesaid Deed recorded in Liber 5299 at Folio 269, and running with and binding on the aforesaid Third line, and the Fourth through Seventh lines, and an extension of the aforesaid Seventh line, as described in the aforesaid Deed recorded in Liber 6627 at Folio 682, and also running reversely with and binding on the Forty-Sixth through Forty-Second lines as described in the aforesaid First Annexation to the Town of Upper Marlboro, which line is also the present eastern boundary line of the Town of Upper Marlboro, the following five courses and distances

- (iv) South 43°26'56" West, 110.97 feet to a point, thence
- (v) South 83°24'34" West, 18.27 feet to a point, thence
- (vi) North 06°35'26" West, 140.00 feet to a point, thence
- (vii) North 83°24'34" East, 20.30 feet to a point, thence
- (viii) North 27°41'57" West, 74.04 feet to a point on the Southerly Right-of-Way line of Marlboro Pike (MD Rte. 725 [formerly MD Rte. 4], variable width) as shown on State Roads Commission Plat Number 26495, thence leaving the aforesaid extension of the Seventh line as described in the aforesaid Deed recorded in Liber 6627 at Folio 682, and running with and binding on the aforesaid Southerly Right-of-Way line of Marlboro Pike, and also running reversely with and binding on the Forty-First through Thirty-Ninth lines as described in the aforesaid First Annexation to the Town of Upper Marlboro, which line is also the present eastern boundary line of the Town of Upper Marlboro, the following three courses and distances
- (ix) South 62°31'27" West, 39.26 feet to a point, thence
- (x) South 31°46'10" East, 35.06 feet to a point, thence
- (xi) South 61°30'04" West, 105.88 feet to a point on the Westerly side of the Western Branch of the Patuxent River as described in the aforesaid Original Corporate limits of the Town, thence leaving the aforesaid Southerly Right-of-Way line of Marlboro Pike, and also leaving the aforesaid Thirty-Ninth line as described in the aforesaid First Annexation to the Town of Upper Marlboro, and running with and binding on the aforesaid Westerly side, and the Southerly side, of the Western Branch of the Patuxent River as described in the aforesaid Original Corporate limits of the Town, which line is also the present eastern boundary line of the Town of Upper Marlboro, the following twenty-three courses and distances
- (xii) North 24°14'35" West, 4.69 feet to a point, thence
- (xiii) North 27°22'08" West, 37.58 feet to a point, thence
- (xiv) North 50°19'50" West, 31.49 feet to a point, thence
- (xv) North 72°00'27" West, 105.34 feet to a point, thence
- (xvi) North 69°22'30" West, 61.70 feet to a point, thence
- (xvii) North 49°39'54" West, 32.39 feet to a point, thence
- (xviii) North 34°10'04" West, 83.33 feet to a point, thence
- (xix) North 27°04'17" West, 21.53 feet to a point, thence
- (xx) North 06°34'28" West, 31.47 feet to a point, thence
- (xxi) North 00°44'01" West, 68.02 feet to a point, thence

- (xxii) North 21°22'28" West, 62.75 feet to a point, thence
- (xxiii) North 47°41'09" West, 97.96 feet to a point, thence
- (xxiv) North 37°16'08" West, 73.71 feet to a point, thence
- (xxv) North 22°27'20" West, 76.22 feet to a point, thence
- (xxvi) North 16°22'48" West, 71.39 feet to a point, thence
- (xxvii) North 39°32'50" West, 65.96 feet to a point, thence
- (xxviii) North 89°36'12" West, 64.16 feet to a point, thence
- (xxix) South 68°14'11" West, 131.81 feet to a point, thence
- (xxx) South 78°02'50" West, 141.60 feet to a point, thence
- (xxxi) North 86°42'04" West, 45.28 feet to a point, thence
- (xxxii) South 88°38'37" West, 69.49 feet to a point, thence
- (xxxiii) North 45°49'00" West, 45.54 feet to a point, thence
- (xxxiv) North 14°24'48" West, 53.96 feet to a point on the Southerly side of the mouth of the Federal Spring Branch of the Patuxent River at its confluence with the aforesaid Southerly side of the Western Branch of the Patuxent River as described in the Original Corporate limits of the Town, thence leaving the aforesaid Southerly side of the mouth of the Federal Spring Branch of the Patuxent River at its confluence with the Southerly side of the Western Branch of the Patuxent River as described in the Original Corporate limits of the Town, and running for a new boundary line of Upper Marlboro, the following course and distance
- (xxxv) South 30°25'44" East, 47.54 feet to a point in the aforesaid Western Branch of the Patuxent River, said point also being on the extension of the First or South 34°36' West, 733.83 feet line of Parcel One as described in a Deed of Correction from James Henry Reed, Jr., Personal Representative of the Estate of Della R. Reed, to Victoria L. Gardner and Hosia Gardner, III, dated November 04, 2019 and recorded among the aforesaid Land Records in Liber 42783 at Folio 223, thence leaving the aforesaid Western Branch of the Patuxent River, and running reversely with and binding on the aforesaid extension of the First line of Parcel One as described in the Deed recorded in Liber 42783 at Folio 223, the following course and distance
- (xxxvi) North 27°33'57" East, 740.28 feet to a point on the Southerly Right-of-Way line of Largo Road (MD Rte. 202, variable width) as shown on State Roads Commission Plat Number 43418, thence leaving the aforesaid extension of the First line of Parcel One as described in the Deed recorded in Liber 42783 at Folio 223, and running with and binding on the aforesaid Southerly Right-of-Way line of Largo Road the following six courses and distances
- (xxxvii) North 44°24'41" West, 49.94 feet to a point, thence
- (xxxviii) North 70°58'35" West, 11.18 feet to a point, thence
- (xxxix) North 35°19'16" West, 50.64 feet to a point, thence
- (xl) North 59°20'34" West, 77.62 feet to a point, thence
- (xli) North 41°21'31" West, 75.11 feet to a point, thence
- (xlii) North 35°19'14" West, 74.30 feet to a point on the Second or South 54°28' West, 125.20 feet line as described in a Deed from George Raymond Wells and Albert W. Wells, III to Joseph E. Canter, Sr., dated November 28, 2001 and recorded among the aforesaid Land Records in Liber 15211 at Folio 138,

- distant 103.50 feet from the end thereof, thence leaving the aforesaid Southerly Right-of-Way line of Largo Road, and running with and binding on the aforesaid First line, and the Second line as described in the aforesaid Deed recorded in Liber 15211 at Folio 138 the following two courses and distances
- (xliii) South 46°05'32" West, 103.50 feet to a point, thence
 - (xliv) South 16°33'28" East, 110.89 feet to a point on the First or South 54°57' West, 540 feet line of the First Parcel as described in a Deed from Norman S. Weber and Jacqueline R. Weber to Audrey Blackwell, dated August 20, 2003 and recorded among the aforesaid Land Records in Liber 18355 at Folio 178, thence leaving the aforesaid Second line as described in the Deed recorded in Liber 15211 at Folio 138, and running with and binding on the aforesaid First line of the First Parcel as described in the Deed recorded in Liber 18355 at Folio 178, and also running reversely with and binding on the Easterly or North 46°28'30" East, 19.64 feet Plat line as shown on a Record Plat entitled "Plat Seven, Villages of Marlborough" and recorded among the aforesaid Land Records in Plat Book 129 on Page 96, the following course and distance
 - (xlv) South 46°34'32" West, 373.45 feet to a point, thence continuing reversely with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 129 on Page 96 the following eight courses and distances
 - (xlvii) North 88°33'40" West, 78.25 feet to a point, thence
 - (xlviii) North 12°23'58" West, 190.00 feet to a point, thence
 - (xlix) North 12°51'02" East, 158.00 feet to a point, thence
 - (l) North 23°23'58" West, 72.00 feet to a point, thence
 - (li) North 46°23'58" West, 220.00 feet to a point, thence
 - (lii) North 58°46'10" West, 226.66 feet to a point, thence
 - (liii) North 77°44'20" West, 177.33 feet to a point, thence
 - (liiii) North 21°45'40" West, 261.81 feet to a point on the extension of the Common or North 63°19' East, 467.7 feet line between Lots 2 and 3 as shown on a Plat of Subdivision entitled "Section One, North East Marlboro" and recorded among the aforesaid Land Records in Plat Book 15 on Page 10, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 129 on Page 96, and running reversely with and binding on the extension and with the Common lines between the aforesaid Lots 2 & 3 as shown on the Plat of Subdivision recorded in Plat Book 15 on Page 10 the following two courses and distances
 - (liv) North 54°56'32" East, 469.89 feet to a point, thence
 - (lv) North 76°06'32" East, 215.85 feet to a point on the aforesaid Westerly Right-of-Way line of Largo Road as shown on States Roads Commission Plat Number 43419, thence leaving the aforesaid Common line between Lots 2 & 3 as shown on the Plat of Subdivision recorded in Plat Book 15 on Page 10, and running with and binding on the aforesaid Westerly Right-of-Way line of Largo Road the following fifteen courses and distances
 - (lvi) North 25°05'07" West, 27.83 feet to a point, thence
 - (lvii) North 05°14'41" West, 101.12 feet to a point, thence
 - (lviii) North 01°52'01" East, 51.92 feet to a point, thence
 - (lix) North 02°55'26" East, 52.20 feet to a point, thence
 - (lx) North 10°51'58" West, 61.87 feet to a point, thence

- (lxi) North 08°37'54" West, 76.52 feet to a point, thence
- (lxii) North 13°46'31" West, 412.00 feet to a point, thence
- (lxiii) North 43°53'20" West, 57.80 feet to a point, thence
- (lxiv) North 28°21'00" West, 51.66 feet to a point, thence
- (lxv) North 01°52'01" East, 51.92 feet to a point, thence
- (lxvi) North 06°01'25" East, 53.14 feet to a point, thence
- (lxvii) North 02°27'56" West, 50.99 feet to a point, thence
- (lxviii) North 13°46'31" West, 25.00 feet to a point of curvature, thence
- (lxix) 265.23 feet along the arc of a tangent curve, deflecting to the left, having a radius of 788.51 feet and a chord bearing and distance of North 23°24'41" West, 263.98 feet to a point, thence with a tangent line
- (lxx) North 33°02'51" West, 95.20 feet to a point, thence leaving the aforesaid Westerly Right-of-Way line of Largo Road, and running in, through, over and across the aforesaid Largo Road the following course and distance
- (lxxi) North 56°57'09" East, 60.00 feet to a point on the Easterly Right-of-Way line of the aforesaid Largo Road as shown on State Roads Commission Plat Number 43420, said point also being on the extension of the Northerly or North 71°25'54" East, 942.69 feet Plat line as shown on a Record Plat entitled "Lot 1 & Outparcels 'A' thru 'E', Wurtz & Weeks Tract" and recorded among the aforesaid Land Records in Plat Book 182 on Page 89, thence leaving the aforesaid Easterly Right-of-Way line of Largo Road, and running with and binding on the extension and with the outline of the aforesaid Record Plat recorded in Plat Book 182 on Page 89 the following twenty courses and distances
- (lxxii) North 71°26'21" East, 943.55 feet to a point, thence
- (lxxiii) North 40°13'14" West, 138.88 feet to a point, thence
- (lxxiv) North 63°53'24" West, 270.09 feet to a point, thence
- (lxxv) North 69°39'37" East, 798.29 feet to a point, thence
- (lxxvi) North 70°54'37" East, 198.00 feet to a point, thence
- (lxxvii) North 67°24'37" East, 68.75 feet to a point, thence
- (lxxviii) South 34°25'19" East, 105.05 feet to a point, thence
- (lxxix) South 31°34'27" East, 87.21 feet to a point, thence
- (lxxx) South 35°31'10" East, 56.00 feet to a point, thence
- (lxxxii) South 39°36'18" East, 84.21 feet to a point, thence
- (lxxxiii) South 28°56'15" East, 26.17 feet to a point, thence
- (lxxxiv) South 09°28'50" West, 35.36 feet to a point, thence
- (lxxxv) South 35°18'47" East, 61.62 feet to a point, thence
- (lxxxvi) South 69°39'19" East, 47.29 feet to a point, thence
- (lxxxvii) South 18°26'42" East, 35.53 feet to a point, thence
- (lxxxviii) South 25°59'24" East, 144.45 feet to a point, thence
- (lxxxix) South 16°44'01" East, 207.91 feet to a point, thence
- (xc) South 10°00'24" East, 193.55 feet to a point, thence
- (xci) South 01°26'29" East, 27.61 feet to a point, thence
- (xcii) South 65°15'02" West, 1,021.48 feet to a point on the Westerly or North 33°26'48" West, 50.61 feet Plat line as shown on a Record Plat entitled "Parcels 'B' & 'C', Wurtz and Weeks Addition to Marlboro" and recorded

- among the aforesaid Land Records in Plat Book 95 on Page 65, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 182 on Page 89, and running reversely with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 95 on Page 65 the following two courses and distances
- (xcii) South 33°26'22" East, 50.61 feet to a point, thence
 - (xciii) South 56°39'11" West, 30.00 feet to a point of curvature on Easterly Dedication line of Proposed Maryland Route 202 as shown on the aforesaid Record Plat recorded in Plat Book 95 on Page 65, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 95 on Page 65, and running reversely with and binding on the aforesaid Easterly Dedication line of Proposed Maryland Route 202 as shown on the Record Plat recorded in Plat Book 95 on Page 65 the following five courses and distances
 - (xciv) 383.92 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 15,679.21 feet and a chord bearing and distance of South 32°38'44" East, 383.91 feet to a point, thence with a non-tangent line
 - (xcv) South 31°52'13" East, 40.41 feet to a point of curvature, thence
 - (xcvi) 616.29 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 15,679.21 feet and a chord bearing and distance of South 30°40'13" East, 616.25 feet to a point, thence with a non-tangent line
 - (xcvii) South 29°28'14" East, 40.41 feet to a point of curvature, thence
 - (xcviii) 75.81 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 15,679.21 feet and a chord bearing and distance of South 29°15'29" East, 75.81 feet to a point on the Northerly or North 71°17'13" East, 369.76 feet Plat line as shown on a Record Plat entitled "Parcels F and G, Wurtz and Weeks Addition to Marlboro" and recorded among the aforesaid Land Records in Plat Book 169 on Page 41, thence leaving the aforesaid Easterly Dedication line of Proposed Maryland Route 202 as shown on the Record Plat recorded in Plat Book 95 on Page 65, and reversely with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 169 on Page 41 the following five courses and distances
 - (xcix) South 71°17'39" West, 10.17 feet to a point of curvature, thence
 - (c) 126.41 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 15,669.21 feet and a chord bearing and distance of South 28°53'43" East, 126.41 feet to a point, thence with a tangent line
 - (ci) South 28°39'51" East, 101.59 feet to a point, thence
 - (cii) North 61°20'09" East, 25.00 feet to a point, thence
 - (ciii) South 28°39'51" East, 32.12 feet to a point on the Tenth or North 77°44' East, 111.00 feet line of the Second Parcel as described in a Deed from Emily W. Gilman, surviving Tenant by the Entirety of Arthur N. Gilman, to Theodore Cardinal McCarrick, Roman Catholic Archbishop of Washington, a Corporation Sole, dated January 30, 2004 and recorded among the aforesaid Land Records in Liber 19428 at Folio 545, distant 78.72 feet from the beginning thereof, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 169 on Page 41, and running reversely with and binding on the aforesaid Tenth line, and the Ninth through First lines of the aforesaid

Second Parcel, and also running with and binding on the Seventh line of the First Parcel, all as described in the aforesaid Deed recorded in Liber 19428 at Folio 545 the following eleven courses and distances

- (civ) South 70°13'03" West, 78.72 feet to a point, thence
- (cv) South 46°07'03" West, 99.80 feet to a point, thence
- (cvi) South 61°53'03" West, 60.04 feet to a point, thence
- (cvii) South 52°55'03" West, 65.51 feet to a point, thence
- (cviii) South 34°59'03" West, 44.89 feet to a point, thence
- (cix) South 79°38'03" West, 45.94 feet to a point, thence
- (cx) South 62°10'03" West, 48.73 feet to a point, thence
- (cxi) South 53°47'03" West, 176.76 feet to a point, thence
- (cxii) North 39°30'57" West, 38.93 feet to a point, thence
- (cxiii) South 55°12'28" West, 158.61 feet to a point, thence
- (cxiv) South 55°54'23" West, 237.41 feet to a point on the Easterly Right-of-Way line of the aforesaid Largo Road as shown on the aforesaid State Roads Commission Plat Number 43418, thence leaving the aforesaid Seventh line of the First Parcel as described in the Deed recorded in Liber 19428 at Folio 545, and running with and binding on the aforesaid Easterly Right-of-Way line of Largo Road the following four courses and distances
- (cxv) South 45°35'19" West, 19.48 feet to a point, thence
- (cxvi) South 44°24'41" East, 171.00 feet to a point, thence
- (cxvii) South 44°32'55" East, 81.86 feet to a point, thence
- (cxviii) South 44°39'41" East, 192.90 feet to a point on the Sixth or South 72°32' West, 397.93 feet line as described in a Deed from William P. Egri to William P. Egri and Jacqueline M. Hudak, dated November 18, 2014 and recorded among the aforesaid Land Records in Liber 36570 at Folio 363, distant 383.48 feet from the beginning thereof, thence leaving the aforesaid Easterly Right-of-Way line of Largo Road, and running reversely with and binding on the aforesaid Fifth line, and the Fourth line, as described in the Deed recorded in Liber 36570 at Folio 363 the following two courses and distances
- (cxix) North 65°16'03" East, 383.48 feet to a point, thence
- (cxx) North 64°25'59" East, 450.72 feet to a point at the Westerly end of the Southerly or South 64°15'13" West, 38.26 feet Plat line as shown on the aforesaid Record Plat recorded in Plat Book 169 on Page 41, thence running reversely with and binding on the aforesaid Southerly Plat line of the Record Plat recorded in Plat Book 169 on Page 41, and also continuing reversely with and binding on the aforesaid Fourth line as described in the Deed recorded in Liber 36570 at Folio 363, the following course and distance
- (cxxi) North 64°15'39" East, 38.26 feet to a point on the aforesaid Westerly line of the Pope's Creek Railroad Right-of-Way, thence leaving the aforesaid Southerly Plat line of the Record Plat recorded in Plat Book 169 on Page 41, and also leaving the aforesaid Fourth line as described in the Deed recorded in Liber 36570 at Folio 363, and further leaving the aforesaid Westerly line of the Pope's Creek Railroad Right-of-Way, and running in, through, over and across the aforesaid Pope's Creek Railroad Right-of-Way the following course and distance

- (cxxii) North 69°11'01" East, 75.59 feet to a point on the Easterly line of the aforesaid Pope's Creek Railroad Right-of-Way, said point also being at the end of the Fifty-Ninth or South 89°03'00" West, 294.55 feet line of Parcel 1 as described in a Deed from Buck Real Estate Holdings, LLC to Four Thousand Four Branch Avenue, LLC, dated November 25, 2003 and recorded among the aforesaid Land Records in Liber 18512 at Folio 355, thence leaving the aforesaid Easterly line of the Pope's Creek Railroad Right-of-Way, and running reversely with and binding on the aforesaid Fifty-Ninth line, and the Fifty-Eighth through Fifty-Second lines, as described in the aforesaid Deed recorded in Liber 18512 at Folio 355 the following eight courses and distances
- (cxxiii) North 89°02'59" East, 294.55 feet to a point, thence
- (cxxiv) North 23°14'46" West, 6.59 feet to a point, thence
- (cxxv) North 37°52'33" East, 94.05 feet to a point, thence
- (cxxvi) North 06°48'10" West, 117.42 feet to a point, thence
- (cxxvii) North 32°07'14" East, 38.29 feet to a point, thence
- (cxxviii) North 75°50'03" East, 62.62 feet to a point, thence
- (cxxix) North 65°38'03" East, 66.22 feet to a point, thence
- (cxxx) North 36°32'25" East, 39.70 feet to a point on the extension of the Fifth or South 00°53' East, 742.5 feet line of Parcel No. 1 as described in a Deed from Joseph Albert Ireland and Mattie C. Ireland to Eugene Chaney and Grace W. Chaney, dated October 28, 1953 and recorded among the aforesaid Land Records in Liber 1664 at Folio 304, thence leaving the aforesaid Fifty-Second line as described in the aforesaid Deed recorded in Liber 18512 at Folio 355, and running with the aforesaid extension of the Fifth line of Parcel No. 1 as described in the aforesaid Deed recorded in Liber 1664 at Folio 304 the following course and distance
- (cxxxix) South 02°55'12" East, 57.55 feet to a point at the beginning of the aforesaid Fifth line of Parcel No. 1 as described in the Deed recorded in Liber 1664 at Folio 304, thence leaving the aforesaid Fifth line of Parcel No. 1 as described in the Deed recorded in Liber 1664 at Folio 304, and running reversely with and binding on the Fourth and Third lines of the aforesaid Parcel No. 1 as described in the Deed recorded in Liber 1664 at Folio 304 the following two courses and distances
- (cxxxixii) South 70°17'12" East, 99.00 feet to a point, thence
- (cxxxixiii) North 88°12'48" East, 33.00 feet to a point at the Southerly end of the Westerly or North 08°43'04" East, 494.45 feet line of Parcel "A" as shown on a Plat of Subdivision entitled "Sugar Hill" and recorded among the aforesaid Land Records in Plat Book 106 on Page 24, thence leaving the aforesaid Third line of Parcel No. 1 as described in the Deed recorded in Liber 1664 at Folio 304, and running with and binding on the outline of the aforesaid Parcel "A" as shown on the Plat of Subdivision recorded in Plat Book 106 on Page 24 the following twenty-one courses and distances
- (cxxxixiv) North 08°43'25" East, 494.45 feet to a point, thence
- (cxxxixv) South 80°41'56" East, 97.10 feet to a point, thence
- (cxxxixvi) North 01°59'03" East, 36.93 feet to a point, thence
- (cxxxixvii) South 76°25'25" East, 16.72 feet to a point, thence

- (cxxxviii) North 82°52'51" East, 24.19 feet to a point, thence
- (cxxxix) South 82°27'17" East, 34.30 feet to a point, thence
- (cxl) North 75°58'11" East, 18.55 feet to a point, thence
- (cxli) South 79°59'10" East, 34.53 feet to a point, thence
- (cxl ii) North 81°10'58" East, 29.84 feet to a point, thence
- (cxl iii) North 51°36'38" East, 33.81 feet to a point, thence
- (cxl iv) South 83°33'09" East, 31.20 feet to a point, thence
- (cxl v) North 79°23'10" East, 40.70 feet to a point, thence
- (cxl vi) South 62°31'11" East, 28.18 feet to a point, thence
- (cxl vii) South 81°10'26" East, 29.35 feet to a point, thence
- (cxl viii) North 89°03'04" East, 30.00 feet to a point, thence
- (cxl ix) North 75°58'11" East, 30.92 feet to a point, thence
- (cl) South 88°42'56" East, 112.03 feet to a point, thence
- (cli) South 85°25'13" East, 25.08 feet to a point, thence
- (cli i) North 87°37'12" East, 36.03 feet to a point, thence
- (cli ii) North 78°36'59" East, 25.04 feet to a point, thence
- (cliv) South 05°34'38" East, 110.50 feet to a point on the Twelfth or North 87°55'06" East, 545.27 feet line of Parcel I.D. No. 03-0228916 as described in a Deed from L. Thomas Wellons, III and Diane L. Wellons to Green Century Partners, LLC, a Maryland limited liability company, dated August 28, 2017 and recorded among the aforesaid Land Records in Liber 40122 at Folio 369, distant 311.12 feet from the end thereof, thence leaving the aforesaid outline of Parcel "A" as shown on the Plat of Subdivision recorded in Plat Book 106 on Page 24, and running with and binding on the aforesaid Twelfth line, and the Thirteenth line of Parcel I.D. No. 03-0228916, and also running with and binding on the Second through Seventh lines of Parcel I.D. No. 03-0215061, all as described in the aforesaid Deed recorded in Liber 40122 at Folio 369 the following eight courses and distances
- (clv) North 87°56'51" East, 311.12 feet to a point, thence
- (clvi) South 77°17'34" East, 139.60 feet to a point, thence
- (clv ii) North 15°11'57" West, 131.98 feet to a point, thence
- (clv iii) North 82°41'38" East, 105.60 feet to a point, thence
- (clix) South 81°48'22" East, 87.12 feet to a point, thence
- (clx) South 44°33'22" East, 66.00 feet to a point, thence
- (clxi) South 69°48'22" East, 54.78 feet to a point, thence
- (clx ii) North 88°41'38" East, 49.55 feet to a point at the Southerly end of the Westerly or North 05°25'31" West, 307.88 feet Plat line as shown on a Record Plat entitled "Plat One, Parcel 1 & Outparcel 1, Townes at Peerless" and recorded among the aforesaid Land Records in Plat Book 255 on Page 94, thence leaving the aforesaid Seventh line of Parcel I.D. No. 03-0215061 as described in the Deed recorded in Liber 40122 at Folio 369, and running with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 255 on Page 94 the following nine courses and distances
- (clx iii) North 05°25'31" West, 307.87 feet to a point, thence
- (clxiv) North 83°44'12" East, 57.75 feet to a point, thence
- (clxv) North 73°02'17" East, 116.20 feet to a point, thence

- (clxvi) North 05°25'31" West, 330.26 feet to a point, thence
- (clxvii) North 83°28'21" East, 35.26 feet to a point, thence
- (clxviii) South 74°46'39" East, 280.50 feet to a point, thence
- (clxix) North 66°43'21" East, 85.14 feet to a point, thence
- (clxx) South 48°16'39" East, 105.60 feet to a point, thence
- (clxxi) South 68°31'39" East, 120.49 feet to a point on the Westerly Right-of-Way line of Crain Highway (U.S. Rte. 301, variable width) as shown on State Roads Commission Plat Number 6607, thence running with and binding on the aforesaid Westerly Right-of-Way line of Crain Highway, and also continuing with and binding on the aforesaid outline of the Record Plat recorded in Plat Book 255 on Page 94 the following three courses and distances
- (clxxii) South 28°03'21" West, 11.48 feet to a point, thence
- (clxxiii) South 62°11'12" East, 26.80 feet to a point, thence
- (clxxiv) South 12°01'39" East, 67.87 feet to a point, thence leaving the aforesaid Westerly Right-of-Way line of Crain Highway, and also leaving the aforesaid outline of the Record Plat recorded in Plat Book 255 on Page 94, and running in, through, over and across the aforesaid Crain Highway Right-of-Way the following course and distance
- (clxxv) South 84°42'34" East, 162.09 feet to a point of curvature on the Easterly Right-of-Way line of the aforesaid Crain Highway, thence running with and binding on the aforesaid Easterly Right-of-Way line of Crain Highway the following five courses and distances
- (clxxvi) 816.79 feet along the arc of a non-tangent curve, deflecting to the left, having a radius of 4,766.90 feet and a chord bearing and distance of South 22°59'21" West, 815.79 feet to a point, thence with a non-tangent line
- (clxxvii) South 24°53'26" East, 81.42 feet to a point, thence
- (clxxviii) North 89°53'21" West, 57.68 feet to a point of curvature, thence
- (clxxix) 508.24 feet along the arc of a non-tangent curve, deflecting to the left, having a radius of 4,766.90 feet and a chord bearing and distance of South 14°05'46" West, 508.00 feet to a point, thence with a tangent line
- (clxxx) South 11°02'31" West, 242.31 feet to a point, thence leaving the aforesaid Easterly Right-of-Way line of Crain Highway, and running in, through, over and across the aforesaid Crain Highway Right-of-Way the following course and distance
- (clxxxi) North 78°57'29" West, 150.00 feet to a point on the aforesaid Westerly Right-of-Way line of Crain Highway, said point also being at the Easterly end of the Southerly or North 88°05'50" West, 288.20 feet Plat line as shown on a Record Plat entitled "Lot 1 and 2, Marlboro Shell" and recorded among the aforesaid Land Records in Plat Book 171 on Page 1, thence leaving the aforesaid Westerly Right-of-Way line of Crain Highway, and running with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 171 on Page 1 the following three courses and distances
- (clxxxii) North 88°04'49" West, 288.20 feet to a point, thence
- (clxxxiii) North 43°04'49" West, 34.26 feet to a point, thence
- (clxxxiv) North 89°12'13" West, 155.36 feet to a point on the Easterly or South 01°59'48" West, 428.53 feet Plat line as shown on a Record Plat entitled "Lot

- 1, Upper Marlboro 84-Lumber Subdivision” and recorded among the aforesaid Land Records in Plat Book 198 on Page 25, distant 66.39 feet northerly from the Southerly end thereof, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 171 on Page 1, and running with and binding on the outline of the aforesaid Record Plat recorded in Plat Book 198 on Page 25 the following four courses and distances
- (clxxxv) South 01°40’11” West, 66.39 feet to a point, thence
- (clxxxvi) North 87°51’13” West, 50.10 feet to a point, thence
- (clxxxvii) South 01°48’10” West, 283.47 feet to a point, thence
- (clxxxviii) North 88°23’00” West, 190.00 feet to a point at the beginning of the First or North 88°09’46” West, 82.00 feet line as described in a Deed from 84 Holdings 3, LLC, a Pennsylvania limited liability company, to Pierce Hardy Limited Partnership, a Pennsylvania limited partnership, dated March 07, 2016 and recorded among the aforesaid Land Records in Liber 38321 at Folio 286, thence leaving the aforesaid outline of the Record Plat recorded in Plat Book 198 on Page 25, and running with and binding on the aforesaid First line as described in the Deed recorded in Liber 38321 at Folio 286 the following course and distance
- (clxxxix) North 88°11’55” West, 82.00 feet to a point on the Easterly Right-of-Way line of a Right-of-Way (16’ wide) as shown on plat of Clement Hill Estate filed in Equity No. 1430 of the Circuit Court for Prince George’s County, Maryland as described in a Deed from Charles E. Tighe, II, et al, to Joseph A Ripple, et al, dated April 04, 1983 and recorded among the aforesaid Land Records in Liber 5667 at Folio 812, thence leaving the aforesaid First line as described in the Deed recorded in Liber 38321 at Folio 286, and running with and binding on the aforesaid Easterly Right-of-Way line of a Right-of-Way as described in the Deed recorded in Liber 5667 at Folio 812 the following course and distance
- (cxc) South 04°23’53” East, 180.59 feet to a point at the Northerly end of the Westerly or North 04°23’38” West, 7.98 feet Plat line as shown on a Record Plat entitled “Lots 1, 2 & 3, Weymouth” and recorded among the aforesaid Land Records in Plat Book 111 on Page 47, the leaving the aforesaid Easterly Right-of-Way line of a Right-of-Way as described in the Deed recorded in Liber 5667 at Folio 812, and running reversely with and binding on the outline of the aforesaid Record Plat as recorded in Plat Book 111 on Page 47 the following five courses and distances
- (cxci) South 04°23’38” East, 7.98 feet to a point, thence
- (cxcii) South 85°20’28” West, 397.64 feet to a point, thence
- (cxciii) South 03°00’26” East, 4.38 feet to a point, thence
- (cxciv) South 86°48’35” West, 50.75 feet to a point, thence
- (cxcv) South 64°08’25” East, 43.85 feet to a point, thence continuing with and binding on the aforesaid outline of the Record Plat as recorded in Plat Book 111 on Page 47, and an extension thereof, the following course and distance
- (cxcvi) South 74°11’35” West, 392.22 feet to a point on the extension of the Seventh or South 10°23’23” East, 314.33 feet line as described in a Deed from Roger A. Graham and Barbara M. Graham to Decatur Properties, LLC, a Maryland limited liability company, dated January 31, 2008 and recorded among the

aforesaid Land Records in Liber 29337 at Folio 242, thence running with and binding on the aforesaid extension of the Seventh line, and also running with and binding on the Eighth through Thirteenth lines as described in the aforesaid Deed recorded in Liber 29337 at Folio 242 the following seven courses and distances

- (cxcvii) South 10°13'35" East, 346.68 feet to a point, thence
- (cxcviii) South 10°58'06" East, 271.80 feet to a point, thence
- (cxcix) South 02°11'45" West, 165.31 feet to a point, thence
- (cc) South 54°34'15" East, 146.06 feet to a point, thence
- (cci) South 40°41'45" West, 35.81 feet to a point, thence
- (ccii) South 14°35'25" West, 724.21 feet to a point, thence
- (cciii) South 86°03'45" West, 171.73 feet to a point on the aforesaid Easterly line of the Pope's Creek Railroad Right-of-Way, thence leaving the aforesaid Thirteenth line as described in the Deed recorded in Liber 29337 at Folio 242, and also leaving the aforesaid Easterly line of the Pope's Creek Railroad Right-of-Way, and running in, through, over and across the aforesaid Pope's Creek Railroad Right-of-Way the following course and distance
- (cciv) North 68°44'42" West, 116.68 feet to the point of beginning, containing 246.34 acres of land.

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 Classifications. 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 (both Second and Third Annexation Areas) is currently zoned R-R, R-80, R-O-S, C-M, I-L, O-S, M-X-T, and R-E (See *Guide to Zoning Categories Prince George's County, Maryland*, (M-NCPPC 2010) on certain portions of the subject parcels or lots 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. Annexation Agreement. The Board of Commissioners is authorized to execute an Annexation Plan, an Annexation Agreement, an agreement for the extension of public services and facilities, and/or other agreements of a similar nature with regard to the Annexation Properties including any special treatment for municipal taxation, services, and facilities as permitted and limited by Section 4-405 of the LG Article of the Md. Ann. Code, provided that the terms of this Annexation Resolution shall prevail over any inconsistent term in any such agreement. Said agreements shall be considered to be incorporated by reference herein provided such agreements were approved by resolution of the Board prior to the enactment date of this Annexation Resolution.

Section 9. 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(s) referred to and described in this Resolution and in Exhibit A ("Map of the Second and Third Annexations of the Town of Upper Marlboro, Prince George's County, Maryland, 1" = 300', August 2021")

prepared by Charles P. Johnson and Associates, Inc., 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 OCTOBER ___, 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 Second and Third Annexations of the Town of Upper Marlboro, Prince George’s County, Maryland, 1” = 300’, August 2021” prepared by Charles P. Johnson and Associates, Inc.

EXHIBIT B – Annexation Plan for the 2nd and 3rd Annexations

ANNEXATION RESOLUTION SCHEDULE

RESOLUTION INTRODUCTION DATE: _____

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

HEARING NOTICE PUBLICATION DATES: _____

(4 NOTICES FOR 4 WEEKS PRIOR TO HEARING)

1. _____
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.

NOTICE OF PUBLIC HEARING

THE TOWN OF UPPER MARLBORO ANNEXATION (2021)

For the annexation of certain properties consisting of two separate annexation areas located west and east of the present corporate limits of the Town of Upper Marlboro including an area to be known as the “2nd Annexation Area” since incorporation which includes the Maryland Route 4 right-of-way and lands east to the existing corporate limits in the vicinity of the Show Place Arena and all parcels or lots located north of said MD 4 and east of Ritchie Marlboro road lying south of the Federal Spring Branch of the Patuxent River and abutting the Town, and the area to be known as the “3rd Annexation Area” since incorporation which includes the Maryland Route 725 right-of-way proceeding east to the US-301 right of way, and the Maryland Route 202 right-of-way proceeding north to the Wurtz and Weeks Tract Resubdivision near Perseus way (undeveloped) and Largo Road (MD 202) as more particularly described in Annexation Resolution 01-2021 and the Map of said Second and Third Annexations attached hereto.

NOTICE is hereby given by the Board of Commissioners of the Town of Upper Marlboro, Maryland that on October __, 2021 Annexation Resolution No. 01-2021 (the “Resolution”) known as the 2nd and 3rd Annexations (2021) was introduced and read at a regular/special meeting of the Board of Commissioners of the Town of Upper Marlboro (the “Board”) proposing and recommending that the boundaries of the Town of Upper Marlboro be changed so as to annex to and include within the boundaries of the Town all that certain area of land therein identified as:

The Annexation Property, as described in the metes and bounds legal description of parcels of land referenced herein below in Section 2 of Annexation Resolution 01-2021 (new § 82-2(c) of the Town Charter) 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’, August 2021” prepared by Charles P. Johnson and Associates, Inc., and certified by Steven William Jones, Professional Land Surveyor, which is attached thereto as Exhibit A, and the Annexation Property is further shown on the Prince George’s County Tax Maps and described above as all or a portion of certain parcels or lots in the aforementioned Second (2nd) Annexation Area located to the west and south of the Town (Tax Map 101 – Parcel 286 (Tax ID # 0227082), Parcel 43 (Tax ID # 0235259), Lot 1 Eq. 2.9018 AC. (Tax ID # 0202317), Lot 1 EQ. 1.6155 (Tax ID # 0235267), Parcel 136 (Tax ID # 0192344), Parcel 130 (Tax ID # 0204818), a portion of right-of-way of Ritchie Marlboro Road (CO Rte. No. 974), a portion of right-of-way of MD 4 (Pennsylvania Avenue), a portion of right of way of Old Crain Highway (CO Rte. No. 1212), Parcel 116 (Tax ID # 0235382), all or a portion of right-of-way of Old Croom Road (Unimproved), Parcel 228 (Tax ID # 0235358), Parcel 197 (Tax ID # 0235176), Parcel 194 (Tax ID # 0229088), Parcel 195 (Tax ID # 0196758), Parcel 196 (Tax ID # 0215533), Parcel 198 (Tax ID # 0248153), Parcel 199 (Tax ID # 0201194), Parcel 200 (Tax ID # 0201186), Parcel 201 (Tax ID # 0228429), Parcel 203 (Tax ID # 0198069), Parcel 204 (Tax ID # 0244020), Parcel 205 (Tax ID # 0202630), Parcel 206 (Tax ID # 0204198), Parcel 297 (Tax ID # 0200444),

Parcel 219 (Tax ID # 0200444), Parcel 220 (Tax ID # 0215921), Parcel 221 (Tax ID # 0202945), Parcel 222 (Tax ID # 0199869), Parcel 207 (Tax ID # 0247866), Parcel 208 (Tax ID # 019619), all or a portion of right-of-way of Valley Lane (CO Rte. No. 1010 & Rte. No. OP 664), Parcel 238 (Tax ID # 0246926), Parcel 266 (Tax ID # 0229856), Parcel of Unknown Ownership (S. of Parcel 218), and Parcel 218 (Tax ID # 0235416); Tax Map 102, Parcel 32 (Tax ID # 0238873), and the aforementioned “Third (3rd) Annexation Area” located east and north of the Town (Tax Map 102 - Parcel 75 (Tax ID # 0229872), Parcel 32 (Tax ID # 0238873), Parcel 70 (Tax ID # 0248161), Parcel 39 (Tax ID # 020143), Parcel 95 (Tax ID # 0240135), Parcel 1 (Tax ID # 0231308), Parcel 102 (Tax ID # 0237958); Tax Map 101 – Parcel 285 (Tax ID # 0231530); Tax Map 92 – Parcel 33 (Tax ID # 0197012), Parcel of Unknown Ownership (S. of Parcel 76), Parcel 76 (Tax ID # 0228692), PT Lot 1 EQ. 3.6142 AC. (Tax ID # 0202572), PT Lot 2 EQ. 1.5148 AC. (Tax ID # 0202564), a portion of right of way of MD 202, Parcel 45 (Tax ID # 0203166), Parcel 77 (Tax ID # 0203158), Parcel A (Tax ID # 5510858), Outparcel D (Tax ID # 3152634), all or a portion of right of way of Tranrail Drive (Unimproved), Outparcel B (Tax ID # 31552618), a portion of right of way of Celestial Court (Private), Lot 13 (Tax ID # 3746641), Lot 12 (Tax ID # 3746633), Lot 14 (Tax ID # 3746658), Lot 11 (Tax ID # 3746625), Lot 15 (Tax ID # 3746666), Lot 10 (Tax ID # 3746617), Lot 16 (Tax ID # 3746674), Lot 9 (Tax ID # 3746609), Parcel A (Tax ID # 3746526), all or a portion of right of way of Perseus Court (Unimproved), a portion of right of way of Dustream Terrace (Unimproved), Lot 8 (Tax ID # 3746591), Lot 2 (Tax ID # 3746534), Lot 7 (Tax ID # 3746583), Lot 3 (Tax ID # 3746542), Lot 4 (Tax ID # 3746559), Lot 5 (Tax ID # 3746567), Lot 6 (Tax ID # 3746575), Lot 7 (Tax ID # 3746583), Outparcel E (Tax ID # 3152642), Outparcel C (Tax ID # 3152626), Outparcel A (Tax ID # 3152600); Tax Map 102 – Parcel 39 (Tax ID # 0240143), Parcel 43 (Tax ID # 0201053), Parcel of Unknown Ownership (E. of Parcel 43), Parcel 37 (Tax ID # 0192179), Parcel 79 (Tax ID # 0229484), Parcel 72 (Tax ID # 0205344), Parcel 32 (Tax ID # 0238873), Parcel 78 (Tax ID # 0229443), Parcel 6 (Tax ID # 0205351), Parcel 77 (Tax ID # 0229435), Parcel 110 (Tax ID # 0228262), Parcel 40 (Tax ID # 0204156), Parcel 41 (Tax ID # 0227199), Parcel 100 (Tax ID # 0228387), Parcel 101 (Tax ID # 0203422); Tax Map 93 – Parcel 22 (Tax ID # 0237974); Tax Map 102 – Parcel 50 (Tax ID # 0237974); Tax Map 93 – Parcel 65 (Tax ID # 0238584), Parcel 23 (Tax ID # 0219774), Parcel 64 (Tax ID # 0198283), Parcel 67 (Tax ID # 0197343), Lot 2-A (Tax ID # 5606615), Lot 2-B (Tax ID # 5606626), Parcel 51 (Tax ID # 0797640), Parcel 25 (Tax ID # 0229641), Parcel 24 (Tax ID # 0229633), Lot 1 (Tax ID # 3568193), Lot 2 (Tax ID # 291743), Lot 1 (Tax ID # 2917235); Tax Map 102 – Parcel 2 (Tax ID # 0235044), Parcel 4 (Tax ID # 0231506), Parcel 77 (Tax ID # 0229435); Tax Map 93 – Parcel 14 (Tax ID # 0229427); Tax Map 102 – Parcel 3 (Tax ID # 0231514), Parcel 44 (Tax ID # 0230193); Tax Map 93 – Parcel 17 (Tax ID # 0231621), all or a portion of right of way of Buck Lane (CO Rte. No. 5181 & OP Rte. No. 142), Parcel 16 (Tax ID # 0215715); Tax Map 102 – Parcel 122 (Tax ID # 5570908), Parcel 107 (Tax ID # 2812089); Tax Map 93 – Parcel 99 (Tax ID # 0196824), Parcel 203 (Tax ID # 3156593), Parcel 21 (Tax ID # 0228940), Parcel of

Unknown Ownership (W. of Parcel 21), Parcel 83 (Tax ID # 0196915), Parcel 192 (Tax ID # 0228080), Parcel 9 (Tax ID # 0197681), all or a portion of right of way of Peerless Avenue (Private), Parcel 160 (Tax ID # 0248948), Parcel 120 (Tax ID # 0239616), Parcel 121 (Tax ID # 022741), Parcel of Unknown Ownership (E. of Parcel 121), Parcel 18 (Tax ID # 0247056), Parcel 122 (Tax ID # 0247064), Parcel 123 (Tax ID # 0247486), Parcel 124 (Tax ID # 0197186), Parcel 20 (Tax ID # 0197699), Parcel 119 (Tax ID # 0204735), Parcel 118 (Tax ID # 0198143), Parcel 117 (Tax ID # 0205153), Parcel 115 (Tax ID # 0244046), Parcel A (Tax ID # 0237909), Parcel 114 (Tax ID # 0244038), Parcel 113 (Tax ID # 0229526), Parcel 96 (Tax ID # 0204065), Parcel 112 (Tax ID # 0203000), Parcel 30 (Tax ID # 0202994), Parcel 110 (Tax ID # 0247031), Parcel 111 (Tax ID # 0202986), Parcel 109 (Tax ID # 0228106), Parcel 108 (Tax ID # 0198150), Parcel 146 (Tax ID # 0228916), Parcel 107 (Tax ID # 0198168), Parcel 106 (Tax ID # 0215053), Parcel 104 (Tax ID # 0231159), Parcel 103 (Tax ID # 0248898), Parcel 102 (Tax ID # 0205146), Parcel 101 (Tax ID # 0238337), Parcel 69 (Tax ID # 0246199), Lots 1 & 2 (Tax ID # 0215061), Lot 17 (Tax ID # 0200832), a portion of right-of-way of Robert Crain Highway (US 301), all or a portion of right-of-way of Peerless Avenue (OP Rte. No. 4261), Outparcel 1 (Tax ID # 0237982), and Parcel 1 (Tax ID # 0197269), as more fully described in Annexation Resolution 01-2021 and the Map of said Second and Third Annexations attached to the Annexation Plan and Annexation Resolution 01-2021.

The Resolution was initiated by the Board pursuant to §4-403 of the LG Art., of Md. Ann. Code.

NOTICE is further hereby given by the Board of Commissioners that it will hold a **PUBLIC HEARING** on said Resolution and the said annexation therein proposed and recommended on:

_____, [Month] __, 2021
at 7:00 o'clock P.M.
**in the Upper Marlboro Town Hall, 14211 School Lane,
Upper Marlboro, Maryland**

and that all interested persons are invited to attend said public hearing and present their views.

Conditions of proposed annexation are as follows:

1. The Town shall pay the costs in regard to said annexation, and all advertising, professional consultant and legal expenses related to the annexation. Except for certain properties that may be subject to an annexation agreement, the owners of assessable property within the Annexation Property, if any, shall begin paying municipal property taxes immediately or within the upcoming fiscal year, as permitted by law. Currently all real property located within the Annexation Property appears to be either tax exempt, publicly owned or privately owned, and thereby will be or may in the immediate future be subject to the municipal tax on real property.

2. The Town will require that all necessary infrastructure and improvements, including, but not limited to, roads, stormwater management, sewer expansion and/or extensions and utility delivery systems, and all other facilities necessary to serve the proposed use shall be installed in accordance with sound engineering principles, and shall be subject to location, design, and construction approvals by the County and other applicable agencies.

3. Certain municipal services will be available to the Annexation Property upon annexation, subject to compliance with the Annexation Resolution and consistent with the Annexation Plan. Services not currently available will be extended to the Annexation Property in accordance with the aforesaid documents.

In accordance with the Local Government Article, §4-406, of the Annotated Code of Maryland (the “Maryland Code”), this Notice shall be published four (4) times, at consecutive weekly intervals, beginning on or after October __, 2021.

Notice is further hereby given by the Board that following such public hearing, the Board is empowered by law to enact said Resolution and, if so enacted, the Resolution provides that it shall take effect upon the forty-sixth (46th) day following passage, and that said resolution is further subject within such period to a Petition for Referendum by qualified voters of the municipality pursuant to the requirements of the Local Government Article, §4-409, *et seq.* of the Maryland Code.

The Resolution, including and together with the exhibits, plats and/or the Map of the First Annexation and a metes and bounds description of the lands which are the subject of the annexation, and a proposed Annexation Plan are all incorporated by reference herein and are available for inspection at the Town Hall during regular office hours. Please consult all items referenced and incorporated by reference herein including but not limited to Annexation Resolution 01-2021 and the applicable Annexation Plan and Map for an accurate and more detailed description of the annexation property.

By Authority of:
The Town of Upper Marlboro, Maryland
Linda Pennoyer, Mayor/President