



Town of Upper Marlboro

REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, April 23, 2024 at 7:00 PM

AGENDA

This meeting will be conducted via Blended: Town Hall & Zoom Video Teleconference.
<https://uppermarlbormd-gov.zoom.us/j/83782983976?pwd=VjJnbVh4c2FoZEMrRG1ZRjBabmZvUT09>
Passcode: 026858; **Webinar ID:** 837 8298 3976; **Dial-in only:** 301-715-8592

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Consent Agenda**
 - [A.](#) Meeting Minutes
 - [B.](#) Financial Report
 - [C.](#) Public Safety Report
 - [D.](#) Public Works Report
 - [E.](#) General Government Report
6. **Reports**
 - A. Arts Council Committee Report
 - B. CERT Committee Report
 - C. Events Committee Report
 - D. Green Team Committee Report
 - E. Greenwill Consulting Committee Report
 - F. Historical Committee Report
 - G. Sustainable Communities Committee Report
 - H. Commissioner Reports
7. **Business**

Public comment will be taken prior to Business line items (3 minutes per item)

 - [A.](#) Annexation Agreement (Board Vote)
 - [B.](#) Generator Service Contract (Board Vote)
 - [C.](#) Leave Donation Policy (Board Vote)
 - [D.](#) DRAFT Ordinance 2024-01: FY 2025 Budget (Introduction)
 - [E.](#) DRAFT Ordinance 2024-02: FY 2024 Budget Amendment (Introduction)
 - [F.](#) DRAFT Ordinance 2024-03: Personnel (Introduction)
8. **Administrative Updates**
9. **Public Comment**

For items not necessarily on the immediate agenda (3 minutes per item)
10. **Preliminary Approval of Next Meeting Agenda**
11. **Adjournment**

PUBLIC COMMENT PROCEDURES

Your Town government appreciates citizen input. To maximize effective resolutions on resident's issues, we encourage Town residents and businesses to contact us at Town Hall 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 & Instagram).

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 2022-05: A RESOLUTION FOR THE ADOPTION OF NEW RULES OF ORDER AND REGULATIONS FOR PUBLIC MEETINGS OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO.”**

Citizen Input:

- Members of the public may speak for three (3) minutes, during Public Comment Time, at Regular Town meetings of the Board of Commissioners according to procedures established by the Board.
- A sign-up sheet will be placed on the side table in the room for people to sign-in if they wish to speak. They will be called to speak at the podium in the order in which they were signed-in. If the meeting is held virtually, the public will be able to "raise their hand" or chat with the Town Clerk to sign up to speak.
- Each speaker is limited to one presentation per agenda item allowing for public comment per meeting and a maximum timed limit of three (3) minutes unless another limit is established.
- If the subject matter does not pertain to Town business the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
- Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
- Citizens speaking on non-agenda items shall only speak on matters pertaining to Town business or issues which the Board would have the authority to act upon if brought forth as an agenda item.
- The Board may not act upon or discuss any issue brought forth as a non-agenda item; except to: Make a statement of specific factual information given in response to the inquiry, or a recitation of existing policy in response to the inquiry.
- Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, misleading, or personal attacks are strictly prohibited. Violators may be removed from the Commission chambers.
- No placards, banners or signs may be displayed in the Board chambers or Town Hall. Exhibits relating to a presentation are acceptable.
- Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda, or that are municipal issues and must be complete within the three-minute comment period allotted to the speaker.

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All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 17.



Town of Upper Marlboro

REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, March 26, 2024 at 7:00 PM

MINUTES

This meeting will be conducted via Blended: Town Hall & Zoom Video Teleconference.

<https://uppermarlboromd-gov.zoom.us/j/87850505383?pwd=VGtSUDl5cmJvMlFwczZldoTG1Hdz09>

Passcode: 924041; **Webinar ID:** 878 5050 5383; **Dial-in only:** 301-715-8592

NOTICE OF CLOSED SESSION:

Tuesday, March 26, 2024

Town Hall | Following Regular Town Meeting

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

The Board of Commissioners proposes to go into Closed Session following the Regular Town Meeting on Tuesday, March 26, 2024, to discuss employee performance and salaries.

REGULAR TOWN MEETING AGENDA: 7:00 PM

1. Call to Order - 7:07 PM

2. Roll Call

3. Pledge of Allegiance

4. Review of Agenda

5. Consent Agenda (3:29)

- A. Meeting Minutes
- B. Financial Report
- C. Public Safety Report
- D. Public Works Report
- E. General Government Report

Motion was made by Commissioner Prevatte to approve the Consent Agenda

Motion was seconded by Commissioner Colbert

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott Absent | Prevatte, Aye

6. Reports (4:08)

- A. Arts Council Committee Report
- B. CERT Committee Report
- C. Economic Development Workgroup Report
- D. Events Committee Report
- E. Green Team Committee Report
- F. Historical Committee Report
- G. Greenwill Consulting Committee Report **(16:49)**
- H. Commissioner Reports **(27:15)**

7. Business

Public comment will be taken prior to Business line items (3 minutes per item)

- A. Public Comment Town Tax Rate (5 Minutes) **(30:36)**

B. FY 2025 Draft Updated Budget (Board Discussion) (35:48)

C. Resolution 2024-07: Pratt Street Address Change (Board Vote) (39:55)

Motion was made by Commissioner Lott to approve Resolution 2024-07: Pratt Street Address Change.

Motion was seconded by Commissioner Prevatte

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

D. Church Street RFP (Board Vote) (42:30)

Motion was made by Commissioner Prevatte to approve the Church Street RFP with the following 2 changes

- 1. The scope of work shall read: the design of the parking lot for the below list of improvements the Town wishes to make to the Church Street Parking Lot. Within the design there are three phase elements to the project: electrical & lighting, stormwater management, & paving. The Town wishes to pursue a one dig policy for the work on the lot.**
- 2. Deadline will be Monday, April 29, 2024**

Motion was seconded by Commissioner Brooks

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

E. Commissioner Training (Board Vote) (57:45)

Motion was made by Commissioner Lott to approve reallocation of funds to cover commissioners expenses to attend the MML Summer Conference.

Motion was seconded by Commissioner Brooks

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

F. Sponsorship Packages (Board Discussion) (1:04:26)

G. Annexation Update (Board Discussion) (1:10:00)

8. Administrative Updates (1:46:01)

9. Public Comment (2:04:08)

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

10. Preliminary Approval of Next Meeting Agenda (2:06:56)

11. Motion To Go Into Closed Session (2:08:10)

Motion was made by Commissioner Lott to go into Closed Session

Motion was seconded by Commissioner Brooks

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

12. PUBLIC COMMENT PROCEDURES

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Town of Upper Marlboro

SPECIAL TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Saturday, April 06, 2024 at 10:00 AM

MINUTES

This meeting will be conducted via Blended: Town Hall & Zoom Video Teleconference.
<https://uppermarlboromd-gov.zoom.us/j/85822907013?pwd=Zy9GTTVTQ2hGNjJYN3d0eGl2OTFvQT09>
Passcode: 872488; **Webinar ID:** 858 2290 7013; **Dial-in only:** 301-715-8592

SPECIAL TOWN MEETING AGENDA: 10:00 AM

NOTICE OF CLOSED SESSION:

Saturday, April 6, 2024

Following Special Town Meeting | 10:00 AM | Town Hall

Under General Provisions Article 3-305(b) (1)___“To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals” **(7)**___ “To consult with counsel to obtain legal advice”.

The Board of Commissioners proposes to go into Closed Session following the Special Town Meeting on Saturday April 6, 2024, 10:00 AM to discuss employee performance / salaries related to the FY 2025 Budget and annexation agreements with legal counsel.

- 1. Call to Order – 10:10 AM**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Review of Agenda**
- 5. Closed Session Summary From March 26, 2024 (1:35)**
 - A. Closed Session Summary March 26, 2024**
- 6. Motion to go into a Closed Session (2:52)**

Motion was made by Commissioner Lott to go into Closed Session

Motion was seconded by Commissioner Prevatte

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

Video of the meeting will be posted to the Town YouTube Channel within 1 business days of the meeting.

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Town of Upper Marlboro

BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, April 09, 2024 at 7:00 PM

MINUTES

This meeting will be conducted via Blended: Town Hall & Zoom Video Teleconference.

<https://uppermarlbormd-gov.zoom.us/j/87951351935?pwd=VXk0eHJGWG9naGtUTnYwT1EvlRIUT09>

Webinar ID: 879 5135 1935; **Passcode:** 390453; **Audio Dial-in only:** 301 715 8592

Work Sessions are open to public observation, however, public participation is at the discretion of the Board

WORK SESSION AGENDA: 7:00 PM

1. **Call to Order – 7:05 PM**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Closed Session Summary From April 6, 2024 (2:08)**
6. **Business**
 - A. **Annexation Agreement (Board Vote) (3:35)**

Motion was made by Commissioner Lott to approve the annexation agreement between Town of Upper Marlboro, Total Group, LLC and Bucking Holdings, LLC, subject to any changes by the Town Attorney regarding the land description.

Motion was seconded by Commissioner Colbert.

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye
 - B. **Generator Service Contract (Board Vote) (Tabled Item) (38:48)**

Motion was made by Commissioner Lott to table the Generator Service Contract with Cummings to April 23, 2024, subject to the Town Attorney’s ability to provide a contract by that date.

Motion was seconded by Commissioner Prevatte

Franklin, Aye | Brooks, Aye | Colbert, Aye | Prevatte, Aye
 - C. **DRAFT Ordinance 2024-01 FY 2025 Budget (Board Discussion) (49:50)**
 - D. **DRAFT Town of Upper Marlboro Budget Book (Board Discussion) (53:06)**
 - E. **Fiscal Year 2024 Budget Amendments (Board Discussion) (55:35)**
 - F. **Code Compliance (Board Discussion) (1:10:29)**
7. **Administrative Update (1:38:19)**
8. **Public Comment (3 Minutes) (1:42:23)**
9. **Preliminary Approval of Next Meeting Agenda (1:42:39)**
10. **Adjournment (1:47:07)**

Motion was made by Commissioner Lott to adjourn the meeting

Motion was seconded by Commissioner Brooks

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye

Video of the Special Meeting / Work Session will be posted to the Town YouTube Channel within 1 business days of the meeting.

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Town of Upper Marlboro

Town Hall, 14211 School Lane Tel: (301) 627-6905 info@uppermarboromd.gov
 Upper Marlboro, MD 20772 Fax: (301) 627-2080 www.uppermarboromd.gov
 Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

Town of Upper Marlboro March 2024 Treasurer Report Budget vs. Actuals: FY24 Budget July 2023 - March 2024

	Total		
	ACTUAL	BUDGET	OVER (UNDER) BUDGET
Income			
Revenue			
4000 Property Taxes	1,357,296	1,508,220	(150,924)
4200 Fines, Licenses, Permits	655,449	687,500	(32,051)
4300 Intergovernmental	31,078	56,000	(24,922)
4400 Miscellaneous Revenue	18,930	296,500	(277,570)
4500 Grants	32,916	1,901,000	(1,868,084)
Total Revenue	\$ 2,095,669	\$ 4,449,220	#
Expenses			
5000 General Government	608,866	862,980	(254,114)
6000 Public Safety	634,455	998,580	(364,125)
7000 Public Works	406,356	560,660	(154,304)
8000 Grants & Awards	581,663	1,915,000	(1,333,337)
9000 Capital Outlays	68,059	112,000	(43,941)
Total Expenses	\$ 2,299,399	\$ 4,449,220	#
NET INCOME	\$ (203,730)	\$ -	\$ (203,730)



Town of Upper Marlboro

Town Hall, 14211 School Lane Tel: (301) 627-6905 info@uppermarboromd.gov
Upper Marlboro, MD 20772 Fax: (301) 627-2080 www.uppermarboromd.gov
Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

Town of Upper Marlboro January 2024 Treasurer Report Budget vs. Actuals: FY24 July 2023 - January 2024

Key Monthly Items

- 1. March revenue and expense expectations are approximately 75% of annual budget for most lines
- 2. YTD activity reflects a net loss of approximately 203K, revenue actuals will slow for the remainder of the year.
The Town expects 500K for the land grant reimbursement in future months which will help decrease
- 3. Expense activity is 52% of annual budget YTD, so expenses are tracking properly
- 4. Cash balance is a bit more than 3 months of spending, the target balance is 6 months of cash reserves (Jan -June), because revenue collections will slow over this period.

Bank Accounts

1000 Checking Account (Premis) 6968	250,000
1001 Petty Cash	
1010 Payroll Account (Premis) 6976	7,031
1015 PGFSB Small Checking (Premis) 4960	-
1040 Parking Meter Checking (M&T)	51,212
1045 Speed & Red Light (M&T) 0013	109,725
1050 ICS Checking 4957	-
1117 WesBanco (CD)	105,142
1140 MLGIP (MM)	223,666
Total Bank Accounts	\$ 746,776

Town of Upper Marlboro Police Department

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



David A. Burse
Chief of Police

For ALL Police Calls dial 911 or the Non-Emergency number at 301-352-1200

Police Reports can be obtained In-Person or By Mail for a fee of \$10.00 at the Prince George’s County Police Records Division located at 4923 43rd Avenue, 3rd Floor Hyattsville, Maryland 20781. Phone: 301-985-3638

Monthly Town Police Department Report For the Month of March 2024

Incidents Reported in Town:

Fraud Call 2	Suspicious Auto 1	Traffic Complaint 2
Commercial Alarm 4	Theft Call 1	Property Damage 1
Vehicle Accident 2	DWI Driver 1	Lock Out 1
Stolen Vehicle 1	Vandalism Call 1	Residential Alarm 1
Suspicious Person 3	Domestic Call 1	Check Welfare 2
Disorderly Call 7	Family Dispute 2	Miscellaneous Incident 1
Assist Fire Dept. 1	Discharge of Firearm 1	Open Door 1
Fight Call 1	Animal Complaint 1	

Total calls responded by: Upper Marlboro Police 15 & Prince George’s County Police 24

Chief Burse participated in the Prince George’s Chiefs Association meeting.

Cpl. Irby, Pfc. Anderson conducted high visibility patrols throughout the Town.

Chief Burse participated in the weekly Prince George’s County Police Crime meeting.

Chief Burse participated in the weekly Conduent meeting.

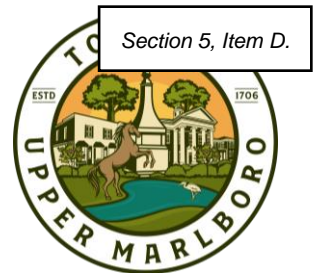
Chief Burse participated in the monthly Coffee with a Cop meeting.

Chief Burse participated in the monthly Division 2 Coffee Club meeting.

Chief Burse participated in the Marland Police Accountability Act Summit meeting in Annapolis.

Chief Burse participated in the State required Sexual Assault Kit Training.

Chief Burse participated in the Criminal Justice Coordinating Meeting with Judge Cotton.



Date: Monday, April 15, 2024

Subject: Public Works' Monthly Report

RE: March 2024

Public Works Related

- PWD uploaded and approved bills as assigned in Bill.com.
- PWD produced line-item descriptions for SOP's.
- PWD attended the finance meeting with Todd.
- PWD registered the Town for clean-up green-up and attended the associated Littertrax workshop.
- PWD attended the School Ln site visit by the head of Storm Drain Maintenance from the county to discuss surprise work being performed.
- PWD took measurements and inventory of work performed by county to establish updated mapping and a scope of work the county did not have.
- PWD attended the quarterly MMLPWA joint meeting with Parks and recreation.
- PWD worked on congressional funding application to complete unfinished items before its review, final drafting, and submission by Mayor Franklin.
- PWD approved tree board hazardous tree removal request.
- PWD registered all PW employees for in-person OSHA competent person training.
- PWD closed out open DPIE permit 31107-2020 for the existing phase of the playground with a letter of acceptance.
- PWD vetted the Cummins generator contract.
- PWD worked with John on Church St RFP.
- PWD worked on PW USBank card account access.

Maintenance and Beautification

- PWC continued weeding flowerbeds at TH flower bed top scrape performed, weed barrier installed along with better edging.
- PWC used Billy Goat lawn vacuum to remove leaves at TH. High winds and BOE employees pushed leaves from BOE property to TH.
- PWF oversaw removal of downed limbs on Valley Ln by County DPW&T.
- PWC inspected and tested all landscape equipment before first use.
- PWD received General Inspection Report for Phase I of playground.
- PWC mulched flowerbeds and around trees at TH. The first site cut of the year began with TH.
- PWF fixed issues with all restrooms at TH.
- PWC checked storm drains around Town ahead of numerous days of rain.

Street and Sidewalk / Mead & Hunt Update



- PWD is coordinating a site visit with Mead and Hunt to discuss changes needed to the design of School / Wilson Ln.
- County OSDM fixed corrugated metal pipe collapse beneath School and Wilson Lanes. They also added 3 storm drain boxes and linked all via drainpipe rather than existing swales.
- State MDOT contractors fixed drain boxes along Water Street from Judges Dr to Equestrian center.
- Spring Branch Dr paving and sealcoating scheduled for May 10-13. Pre-con meeting will be two weeks before.
- Litter pick-up around Town.

Playground and Splash Pad Phase II Update: Final set of plans for final application portal upload completed. Final review for soil conservation and DPIE to run parallel as far as submission timeline. They are still working to establish WSSC and electrical sub-contractor to determine permitting process for water line tap to TH building.

Refuse Accumulations

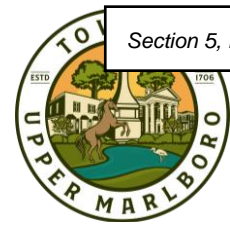
- There was one dump body rental for the month.

Bulk day refuse totals for items to landfill were 3.03 tons.

Yard waste totals for items to MES were 5.63 tons.

Sincerely,

Darnell F. Bond / Director of Public Works

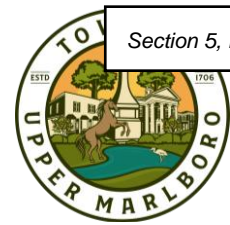


MEMORANDUM

To: Board of Town Commissioners
 From: Carol Richardson, Town Administrator
 Date: Tuesday, April 16, 2024
 Re: March 2024: Monthly General Government Report

Commissioners,
 Below is the update on some of the projects and statistics from the Town of Upper Marlboro General Government has undertaken in March, 2024

Major Projects Underway	
Codification:	Waiting for Property Standards to be updated. This is on track to be completed by May / June. Municode will update the Town of Upper Marlboro Municipal code and the final manuscript will be issued in 3 months.
Charter Review:	The Charter Review Board provided comments /recommendations to the Board of Commissioners. The Board will look at a Charter Change timeline starting in June after the Budget has been adopted.
Event Planning:	Working on Town Clean-Up & Marlboro Day events.
Beautification:	This project is now moving forward using Streetscape grant funding. Traffic signal boxes are delayed by a new permitting process. Benches and trash cans are still being installed. (2 left)
Property Purchase:	The Property has been purchased and reimbursement of funds has been approved by the MD Board of Public Works soon. Paperwork has been completed for reimbursement. Waiting on the disbursement.
Playground:	This project is being overseen by the Public Works Department. (See Public Works Report)
PAMC Trail Study:	Discussing details with stakeholders who own adjacent property to finalize alignment options to present to Town.
ParkMobile:	The Town is looking into to pilot a validation code program with business community. There has been increased demand for this.
Annexation:	Annexation Agreements just approved at the April Board Work Session (April 9, 2024) Working on drafting Annexation Resolution for Phase 3 Annexation.
State Highway Projects:	SHA has finally received signed consent forms from the one property owner downtown to complete the sidewalk work. The work is now completed. SHA is also coordinating with agencies



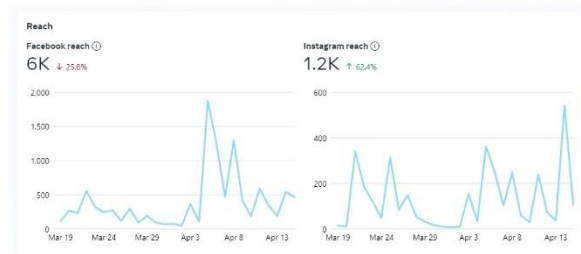
	on the Rt.4 and MD 717 bridge replacements (four total bridges). This replacement is scheduled to begin construction in March of 2025 – On Hold.
School & Wilson Lane:	The Town has submitted a FY 25 Congressionally Directed Spending Request for School & Wilson Lane.

Office Statistics: March

- Room Rentals: 1
- Notaries: 2
- Parking Permits: 8
- Food Truck Permits: 4

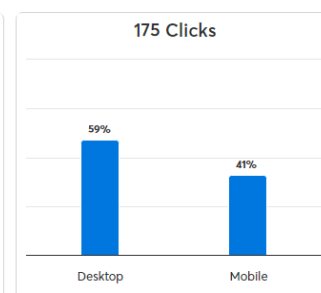
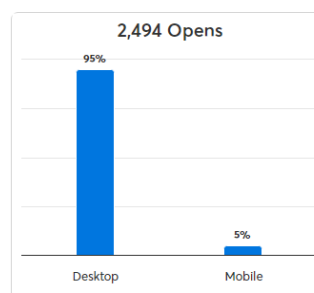
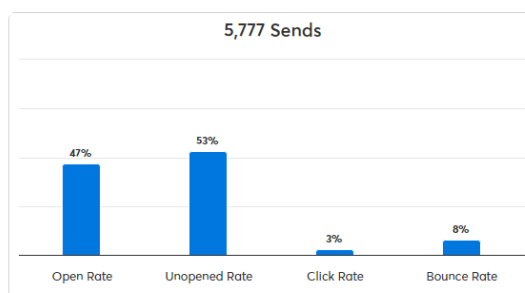
Outreach Statistics:

Facebook & Instagram-



Constant Contact:

Past 30 Days:



Town of Upper Marlboro

14211 School Lane | Upper Marlboro, MD 20772 | (301) 627 6905 |

info@uppermarlboromd.gov

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 202__, by the Town of Upper Marlboro (“the Town”), a municipal corporation of the State of Maryland and _____ (“the Contractor”) [OR “THE CONSULTANT” OR “THE VENDOR”, ETC. : DO SEARCH-AND REPLACE IF CHANGING THE DESIGNATION], a corporation organized under the laws of the State of _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Services Provided:** The Contractor shall provide the following services for the Town:

_____ (“the Services”). The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained herein. [DELETE ALL DOCUMENTS NOT APPLICABLE TO THE SUBJECT CONTRACT]

- 1) Request for Proposals, dated _____
- 2) Instructions to Bidders
- 3) General Conditions
- 4) Supplemental Conditions
- 5) Division Specifications
- 6) Additional Specifications
- 7) Bid Schedule & Bid Form, dated _____
- 8) Equal Opportunity Employer & Drug Free Workplace Certification
- 9) Affidavit of Public Contracting Eligibility
- 10) Vendor Responsibility Form
- 11) Reference List
- 12) Plans
- 13) Performance Bond
- 14) Payment Bond
- 15) Notice of Award
- 16) Insurance Certificate
- 17) Notice to Proceed (when issued)

18) Mid-Atlantic Purchasing Team Rider Clause

B. The Contractor agrees to complete the Services within _____ days from date of Notice to Proceed [OR: to commence the Services within ___ days of the Notice to Proceed and complete within ___ days thereafter OR BY X DATE OR SIMILAR]. The Town retains the right to reduce the scope of the Services to meet the Town’s needs.

C. Time is of the essence in the completion of this contract.

D. The Contractor will furnish all equipment (the “Contractor’s Equipment”) needed to perform the Services, except the following, which will be furnished by the Town:_____.

2. **Fees:** The Town hereby agrees to pay the Contractor as full consideration for the Contractor’s satisfactory performance of its obligations under this Agreement the sum of _____

(\$ _____) payable in the following manner: _____

[NOTE: IF PAYING AN HOURLY RATE, INCLUDE REQUIREMENT TO BILL IN 1/10TH HOUR INCREMENTS]

3. **Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. **Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor’s initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains

uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

5. Notices: All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

To the Town:

With a copy to:

To Contractor: _____

With a copy to: _____

6. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to

indemnify and hold harmless the Town for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Contractor covenants to maintain the insurance coverages set forth herein. The Contractor shall provide Certificates of Insurance evidencing such coverages together with its signed Agreement. The Certificates of Insurance shall be on an occurrences basis, shall name the Town as an additional insured, and shall provide either that (a) the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) the Town shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the Town with the Certificates. **[DELETE IF INAPPLICABLE]** All insurance shall include completed operations and contractual liability coverage.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance. The Town will deduct _____% of each payment to any Contractor who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Contractor will be provided notification of any change. If the Contractor is an entity eligible to elect an exemption for officers or other employees under any provisions of the Maryland Workers Compensation Act, Md. Code Ann., Lab. & Emp. Art., § 9-101 *et seq.*, the Contractor is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the following amounts:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;
2. Property damage liability insurance with limits of \$250,000.00 for each

occurrence and \$500,000.00 aggregate, where aggregates apply. [DELETE IF INAPPLICABLE] Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
2. Property damage liability with a limit of \$100,000 each accident.

D. [DELETE IF INAPPLICABLE] Professional Liability Insurance. The Contractor shall provide general liability insurance in the following amounts: [INSERT AMOUNT SUFFICIENT TO PROTECT THE TOWN]

8. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

9. Performance and Payment Bonds: Performance bond in the amount of 100% of contract amount and payment bond in the amount of 50% of contract amount are not required.

10. Maintenance Bond: [DELETE IF NOT APPLICABLE] The Contractor will be required to obtain a Maintenance Bond in the amount of 5% of the Contract amount for a period of one year from the date of substantial completion. Such bond will designate the Town as the Obligee and the Contractor as the Principal. The Bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland. The expense of this Bond shall be borne by the Contractor. If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in

the State of Maryland, the Contractor shall, within 10 days after notice from the Surety Company, substitute an acceptable Bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. No further payments shall be deemed due or shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Town. Should the Contract price be increased by 25% or more before Final Acceptance, the amount of the Maintenance Bond shall be increased accordingly.

11. Compliance with Laws: The Contractor shall, without any additional expense to the Town, be responsible for complying with all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

12. Indemnification: The Contractor shall be responsible for and indemnify and defend the Town and hold it harmless from and against all claims for loss, personal injury and/or property damage, including but not limited to, attorneys' fees and any other costs incurred by the Town in defending any such claim, that may be suffered as a result of the Contractor's negligence or willful misconduct, or that of its officers, agents, employees or subcontractors, arising from or connected to the performance of the Services, any failure of the materials supplied under this contract, and any failure by the Contractor to perform the obligations of this Agreement. **[DELETE IF INAPPLICABLE:]** This indemnification includes claims for loss or damage to the Contractor's property located or stored on site.

13. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

14. Relief: In the event of a breach or threatened breach of this Agreement by the Contractor, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies.

Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

15. Town's Right to Terminate:

A. This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Contractor specifying the termination date of the Agreement.

B. In the event of termination that is not the fault of the Contractor, the Town shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the Town, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. The Town may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and the Contractor shall be liable to the Town for all costs in excess of the total amount the Town would have paid the Contractor had there been no breach or default.

D. The Services may be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of _____ that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such

termination, the Town shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

E. Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the Town.

16. Waiver: The waiver by the Town of a breach, default, delay or omission by the Contractor with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

17. Entire Understanding: This Agreement contains the entire understanding between the parties, and supersedes any prior proposals or agreements, and any additions or modifications hereto may only be made in writing, executed by both parties.

18. Liquidated Damages: [DELETE IF NOT APPLICABLE] It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the Town to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the Town of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. The Contractor shall be liable to the Town for payment of liquidated damages in the amount of \$_____ per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere herein.

19. Governing Law:

A. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance or enforcement thereof.

20. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he or she understands the provisions of the Upper Marlboro Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

21. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

22. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. Record Retention, Audits and Inspections: The Contractor shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in three duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR: [INSERT NAME]

Federal Identification No.

By: _____
[NAME AND TITLE]

WITNESS:

TOWN OF UPPER MARLBORO

John Hoatson, Town Clerk

By: _____
Sara Franklin, Presdient

Approved as to Form and Legal Sufficiency:

Date: _____

Karen P. Ruff, Town Attorney



Sales and Service

Section 7, Item B.

BALTIMORE MD BRANCH
1907 PARK 100 DR.
GLEN BURNIE, MD 21061
Phone: 410-590-8700

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF UPPER MARLBORO 14211 SCHOOL LN Upper Marlboro, MD 20772	Contact: Darnell *Bond Phone: 301 509-4756 Fax: 301 627-2080 Cust Id: 179218	Quote Date: 23-FEB-24 Quote Expires: 31-MAY-24 Quote Num: 218205 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)

Site Information

1	TOWN HALL	14211 SCHOOL LN	UPPER MARLBORO	MD 20772
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	L170288308	ONAN	C30N6	C30N6 (GG02-172101	L170288308	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	L170288308	FULL SVC/BATT/LB (2 HR)	1	1,710.18	1,710.18
		FULL SVC/LB (2 HR)	2	1,541.27	3,082.54
		INSPECTION	9	400.71	3,606.39

3 year Generator Planned Equipment Maintenance Quote

Based on previous PM schedule the next service is tentatively scheduled for:

Full Service + 2 hour load bank: May 2024 & 2026 including oil and coolant sampling

Full Service with Battery Replacement: May 2025 including oil and coolant sampling

Inspections: August/November 2024 & February/August/November 2025/2026 & February 2027

Load Bank

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank

___ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

___ 80% of the EPS nameplate kW rating for 2 continuous hours

___ Other ? Please Specify_____

To continue your services without interruption, please sign the agreement and return to:

Kathleen Pugliese

Kathleen.Pugliese@cummins.com

Phone # 267-552-6852



PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF UPPER MARLBORO 14211 SCHOOL LN Upper Marlboro, MD 20772	Contact: Darnell *Bond Phone: 301 509-4756 Fax: 301 627-2080 Cust Id: 179218	Quote Date: 23-FEB-24 Quote Expires: 31-MAY-24 Quote Num: 218205 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Territory Manager Contact Information:
Brian Crabtree
Cell: 410-897-7285
brian.crabtree@cummins.com

Standard Agreement Amount	\$8,399.11
Taxes	\$23.06
Proposal Total	\$8,422.17

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



PLANNED MAINTENANCE AGREEMENT

Customer Address

TOWN OF UPPER MARLBORO
14211 SCHOOL LN
Upper Marlboro, MD 20772

Customer Contact

Contact: Darnell *Bond
Phone: 301 509-4756
Fax: 301 627-2080
Cust Id: 179218

Quote Information

Quote Date: 23-FEB-24
Quote Expires: 31-MAY-24
Quote Num: 218205
Quoted By: Kathleen A Pugliese
Quote Term: 3 Year(s)

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

Generator Planned Equipment Maintenance

INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Town of Upper Marlboro Leave Donation Policy:

Policy: It is the policy of the Town of Upper Marlboro to offer full-time employees the option of donating leave to other full-time employees who are in need of leave due to medical or emergency reasons.

Purpose: To accommodate employees in need of time away from work for medical or emergency reasons who have exhausted all available paid leave.

Policy:

1. Only full-time employees who have a medical issue or an emergency can be the recipient of the leave donation. The medical issue or emergency must be that of the employee, not another person.
2. Employees who have cashed out vacation within the twelve months prior to the date of the medical issue or emergency situation are not eligible to receive donations.
3. An employee who receives a leave donation cannot be paid out for the amount of leave donated.
4. Verification of the need for leave, such as a doctor's certification or certification of emergency circumstances, is required.
5. All donations will be taken from the donor's paid personal leave balance.
6. In all cases, the recipient must have exhausted all available paid leave, or other paid leave benefits and must be in a non-paid status to receive a leave donation. In addition, the recipient must plan to return to work.
7. The recipient must have been employed by the Town of Upper Marlboro for a minimum of 90 days and not be on probationary status.
8. All leave donations are done on a voluntary basis **only**. No one is to be coerced or harassed into donating leave.
9. All leave donations must be submitted to the Town Administrator.
10. Once the leave has been donated, the leave will be transferred from the donor to the recipient and used in the next pay period.

11. Leave donations are transferred on an hour for hour basis, regardless of the donor's and recipient's hourly rate or salary.
12. Only full-time employees with greater than 80 hours of personal leave can donate leave to another full-time employee under this Policy. The donor employee must have 80 hours of personal leave after the leave donation.
13. If the employee who received a leave donation does not use the donated leave within six months of its donation, the leave will revert to the employee who donated it.
14. If an employee who receives leave does not use all the donated leave, the remaining hours of leave shall be restored to the employee who made the donation.

DRAFT



Donation of Personal Leave Request Form:

This form is to be initiated by the employee donating time to an eligible Town of Upper Marlboro employee. Appropriate approvals are required. The completed form and any requested documentation must be submitted to the Town Administrator before a donation may be approved and any donations processed.

1. Employees are required to review the Leave Donation Policy before submitting the form to the Town Administrator.
2. Employees must be in a full-time non-probationary employment classification.
3. There is no tax benefit or liability to the donor for this donated time.

Information to be Completed by Employee Donating Leave

First Name MI Last Name

Employee # Exempt Non-Exempt

Home Department Supervisor Name

Supervisor Phone Number Supervisor E-mail

Leave Balance before Donation (Hours)

I hereby voluntarily authorize _____ hours of my accrued leave to be donated to an employee:

(PRINT EMPLOYEE FULL NAME HERE)

I have read and understand the Town of Upper Marlboro Leave Donation Policy. I further understand that this is completely voluntary and cannot be revoked.

I hereby certify that after the requested leave donation I will have at least eighty (80) hours of paid leave.

Employee Printed Name: _____

Employee Signature: _____

Date: _____

DRAFT

For Payroll Use ONLY

Approved: Yes NO

I have reviewed the employee's leave balances and affirm that he/she has sufficient leave to make this donation.

Leave Balance after Donation (Hours)

Payroll Approval

DRAFT

**BOARD OF COMMISSIONERS
FOR THE
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-01
SESSION: Regular Town Meeting
INTRODUCED: April 23, 2024
DATE ENACTED: May 28, 2024
EFFECTIVE DATE: June 17, 2024

AN ORDINANCE OF THE COMMISSIONERS OF THE TOWN OF UPPER MARLBORO APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF UPPER MARLBORO FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2025), ESTABLISHING THE VARIOUS TOWN TAX RATES FOR FY2025, INCLUDING A VACANT PROPERTY TAX RATE, AND SETTING THE COMPENSATION FOR EMPLOYEES AND OFFICERS, AND TO ESTABLISH CERTAIN PROCEDURES FOR REVIEWING AND AMENDING SAME, AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, the legislative body of every incorporated municipality in this State pursuant to Local Government (“LG”) Article, § 5-205 of the Annotated Code of Maryland (“State Code”) is delegated express ordinance-making powers to expend municipal funds for any purpose deemed to be public and which affects the safety, health, and general welfare of the municipality and its occupants; and

WHEREAS, every municipal legislative body is further expressly delegated ordinance-making powers pursuant to said section of the State Code to expend municipal funds provided that any funds not appropriated at the time of the annual levy, shall not be expended, nor shall any funds appropriated be expended for any purpose other than that for which appropriated, except by a two-thirds vote of all members elected to the said legislative body; and

WHEREAS, Section 82-40 of the Charter of the Town of Upper Marlboro (“Charter”) requires that the President of the Board of Commissioners (“President”) at least thirty days before the beginning of each fiscal year. submit a budget to the Board of Commissioners (“Board”); and

WHEREAS, the fiscal year for each municipal corporation in the State of Maryland is mandated by State Code, LG Article, Section 16-101, and Charter, Section 82-39 to begin on July 1 of a calendar year and end on June 30 of the next calendar year; and

WHEREAS, Charter, Section 82-40 further prescribes that the budget shall provide a complete financial plan for the budget year and shall contain estimates of anticipated revenues and proposed expenditures for the coming year; and

WHEREAS, the Board of Commissioners of the Town of Upper Marlboro, Maryland propose to set the following tax rates for Fiscal Year 2025 for the Town of Upper Marlboro: \$0.38 per \$100 of assessed valuation of residential real property; \$0.55 of assessed valuation for business personal property; \$0.57 of assessed valuation for commercial real property; \$1.50 for vacant property, \$0.25 agricultural use and \$2.50 of assessed valuation for public utility operating real personal property, subject to taxation by the Town of Upper Marlboro for general fund purposes, including debt service purposes;

WHEREAS, Charter, Section 82-41 prescribes that before adopting the budget the Board may hold a public hearing thereon upon such notice as may be deemed appropriate and that the Board may increase, decrease or eliminate any item in the budget and may add new items thereto; and

WHEREAS, MD Ann. Code, Tax-Property, § 6-308. Procedure to increase taxes, requires that the Town advertise its intent to increase any of its property tax rates and to conduct a public hearing, in accordance with the provisions thereof; and

WHEREAS, the Town of Upper Marlboro has published the notices required by the Town Charter and MD Ann. Code, Tax-Property, § 6-308, and conducted the public hearing on the 14th day of May, 2024; and

WHEREAS, Charter, Section 82-41 further prescribes that the budget shall be adopted in the form of an ordinance and that a favorable vote of at least a majority of the total elected members of the Board shall be necessary for adoption; and

WHEREAS, Charter, Section 82-11 mandates that except in cases of emergency, no ordinance shall be passed at the same meeting at which it is introduced and that at any regular or special meeting of the Board held not less than six nor more than sixty days after the meeting at which the ordinance was introduced, it shall be passed, or passed as amended, or rejected, or its consideration deferred to some specified future date; and

WHEREAS, Charter, Section 82-11 further mandates that each ordinance shall be posted in the Town office, and each ordinance or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town; and

WHEREAS, Charter, Section 82-42 prescribes that no public money may be expended without having been appropriated by the Board, and that from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein; and

WHEREAS, Charter, Section 82-43 prescribes that any transfer of funds between major appropriations for different purposes by the President must be approved by the Board before becoming effective; and

WHEREAS, Charter, Section 82-44 proscribes any expenditures or contracts to expend money or to incur any monetary liability in excess of the amounts appropriated for or transferred to a particular general classification of expenditure in the budget, and

WHEREAS, Charter, Section 82-48 mandates that prior to June 30th in each and every year the Board shall determine the tax rates for the ensuing fiscal year, which determination shall constitute the tax levy for such year.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, STATE OF MARYLAND, DOES ORDAIN AND ENACT AS FOLLOWS:

Section 1. The Fiscal Year 2025 Budget Ordinance (“FY2025 Budget Ordinance”) shall be divided into the following major anticipated revenue funds or groups having the estimated amounts as indicated below:

<u>REVENUE SOURCE</u>	<u>BUDGET AMOUNT</u>
Taxes	\$1,577,760.00
Fines Licenses & Permits	\$745,000.00
Intergovernmental	\$56,000.00
Miscellaneous Revenue	\$122,725.00
Grants	\$1,415,000.00
Total Revenues	\$3,916,485.00

Section 2. The total of the anticipated revenues and any estimated fund balance available for expenditure during the fiscal year within each of the aforesaid categories of the FY2025 Budget Ordinance shall equal or exceed the total of the proposed expenditures within the following general classifications of expenditures as set forth in the appropriations with the amounts as indicated below:

<u>EXPENDITURES</u>	<u>BUDGET AMOUNT</u>
General Government	\$748,680.00
Public Safety	\$1,026,600.00
Public Works Department	\$594,900.00
Capital Improvements	\$131,305.00
Grants	\$1,415,000.00
Total Expenditures	\$3,916,485.00

Section 3. Notwithstanding this budget ordinance, the FY2025 Budget shall be presented and discussed in further detail by enumerating additional sub-categories or detailed items

pertaining to either revenues or expenditures as deemed necessary and expedient by the President and/or the Board (the “Detailed Budget”). Although not considered incorporated by reference or formally part of this FY2025 Budget Ordinance, the Detailed Budget, unless subsequently modified by the President, with approval of the Board as set forth in Section 4 below, shall reflect the various items discussed therein and shall remain substantially uniform throughout the fiscal year having essentially the same format and items as presented to the Board at the Town meeting wherein the FY2025 Budget was approved.

Section 4. All budget amendments transferring monies between general classifications of expenditure or appropriations as reflected in this FY2025 Budget Ordinance shall be submitted to the Board for approval, from time to time, by ordinance. Budget changes or amendments occurring within certain specified sub-categories or the various detailed items not reflected herein but shown in the Detailed Budget shall be approved from time to time by the President subject to review and approval by the Board as recorded in the journal of its proceedings.

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the levy for Fiscal Year 2025 for the Town of Upper Marlboro shall hereby be set at \$0.38 per \$100 of assessed valuation of residential real property; \$0.55 of assessed valuation for business personal property; \$0.57 of assessed valuation for commercial real property; \$1.50 for vacant property, \$0.25 agricultural use and \$2.50 of assessed valuation for public utility operating real personal property, subject to taxation by the Town of Upper Marlboro for general fund purposes, including debt service purposes; and

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that it hereby finally sets, ratifies and establishes the compensation of all regular Town staff positions, as prescribed by Section 82-60 of the Town Charter, via this annual budget ordinance enacted herein, in accordance with the pay chart below:

**Town of Upper Marlboro Police Department
ANNUAL COMPENSATION SCHEDULE FY2024 (3.0% COLA)**

Grade Step	Public Safety									
	Police Officer	Private First Class	Corporal	Sergeant	Lieutenant	Captain	Chief of Police	Parking Authority	Code Compliance	Administrative Assistant
Base	\$55,105	\$58,195	\$60,255	\$63,757	\$72,100	\$82,400	\$91,000	\$46,350	\$51,500	\$41,200
1	\$58,411	\$61,687	\$63,870	\$67,582	\$76,426	\$87,344	\$96,460	\$49,131	\$54,590	\$43,672
2	\$60,164	\$63,537	\$65,786	\$69,610	\$78,719	\$89,964	\$99,354	\$50,605	\$56,228	\$44,982
3	\$61,969	\$65,443	\$67,760	\$71,698	\$81,080	\$92,663	\$102,334	\$52,123	\$57,915	\$46,332
4	\$63,828	\$67,407	\$69,793	\$73,849	\$83,513	\$95,443	\$105,404	\$53,687	\$59,652	\$47,722
5	\$65,742	\$69,429	\$71,887	\$76,065	\$86,018	\$98,306	\$108,567	\$55,297	\$61,442	\$49,153
6	\$67,715	\$71,512	\$74,043	\$78,347	\$88,599	\$101,256	\$111,824	\$56,956	\$63,285	\$50,628
7	\$69,746	\$73,657	\$76,264	\$80,697	\$91,257	\$104,293	\$115,178	\$58,665	\$65,183	\$52,147
8	\$71,839	\$75,867	\$78,552	\$83,118	\$93,994	\$107,422	\$118,634	\$60,425	\$67,139	\$53,711
9	\$73,994	\$78,143	\$80,909	\$85,611	\$96,814	\$110,645	\$122,193	\$62,238	\$69,153	\$55,322
10	\$76,213	\$80,487	\$83,336	\$88,180	\$99,719	\$113,964	\$125,858	\$64,105	\$71,228	\$56,982
11	\$78,500	\$82,902	\$85,836	\$90,825	\$102,710	\$117,383	\$129,634	\$66,028	\$73,364	\$58,692
12	\$80,855	\$85,389	\$88,411	\$93,550	\$105,791	\$120,905	\$133,523	\$68,009	\$75,565	\$60,452
13	\$83,281	\$87,950	\$91,064	\$96,356	\$108,965	\$124,532	\$137,529	\$70,049	\$77,832	\$62,266
14	\$85,779	\$90,589	\$93,796	\$99,247	\$112,234	\$128,268	\$141,655	\$72,151	\$80,167	\$64,134
15	\$88,352	\$93,307	\$96,610	\$102,224	\$115,601	\$132,116	\$145,904	\$74,315	\$82,572	\$66,058

General Government & Public Works

Paygrade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 38,650	\$ 39,810	\$ 40,970	\$ 42,130	\$ 43,290	\$ 44,450	\$ 45,610	\$ 46,770	\$ 47,930	\$ 49,090
2	\$ 43,060	\$ 44,360	\$ 45,650	\$ 46,940	\$ 48,230	\$ 49,520	\$ 50,820	\$ 52,110	\$ 53,400	\$ 54,690
3	\$ 48,580	\$ 50,040	\$ 51,500	\$ 52,960	\$ 54,410	\$ 55,870	\$ 57,330	\$ 58,790	\$ 60,240	\$ 61,700
4	\$ 55,200	\$ 56,860	\$ 58,520	\$ 60,170	\$ 61,830	\$ 63,480	\$ 65,140	\$ 66,800	\$ 68,450	\$ 70,110
5	\$ 62,920	\$ 64,810	\$ 66,700	\$ 68,590	\$ 70,480	\$ 72,360	\$ 74,250	\$ 76,140	\$ 78,030	\$ 79,910
6	\$ 71,740	\$ 73,900	\$ 76,050	\$ 78,200	\$ 80,350	\$ 82,510	\$ 84,660	\$ 86,810	\$ 88,960	\$ 91,110
7	\$ 81,680	\$ 84,140	\$ 86,590	\$ 89,040	\$ 91,490	\$ 93,940	\$ 96,390	\$ 98,840	\$ 101,290	\$ 103,740
8	\$ 92,730	\$ 95,520	\$ 98,300	\$ 101,080	\$ 103,860	\$ 106,640	\$ 109,430	\$ 112,210	\$ 114,990	\$ 117,770

Public Safety Specialty & Incentive Hourly Pay

- Active Field Training Officer: \$4.00 an hour
- Night Shift Differential: \$2.45 an hour

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the below staffing levels are authorized for each Department:

- General Government: One Town Administrator, one Town Clerk, one Administrative Assistants (Deputy Clerk), one part-time Events Coordinator, one Special Assistant and one Circuit Rider Grant Manager.
- Public Safety: One Chief of Police, one Sergeant, two Corporals, one Police Officer, and one Code Compliance Officer.

- Public Works: One Director, one Foreman, one Crew Lead, and two Crew Members.
- Should additional funding become available, or additional annexation phases are completed the additional staffing levels are authorized: Public Safety- one Captain, one Lieutenant, one Sergeant, one Police Officer, three Administrative Assistants, and one Parking Enforcement officer. Public Works- one Crew Lead and one crew member. General Government- one Administrative Assistant and one Economic Development Coordinator.

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Board of Commissioners; and

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall be posted in the Town Hall office, and this FY 2025 Budget Ordinance or a fair summary of it shall be published once in a newspaper of general circulation in the Town.

AYES: _____ NAYES: _____ ABSENT: _____

ORDAINED, APPROVED AND finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this _____ day of May, 2024, by:

Attest:

THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND

John Hoatson, Town Clerk

Sarah Franklin, President

Derrick Brooks, Commissioner

Charles Colbert, Commissioner

Karen Lott, Commissioner

Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

Karen Ruff, Esq., Town Attorney

Date: _____

DRAFT

**BOARD OF COMMISSIONERS
FOR THE
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-02
SESSION: Regular Town Meeting
INTRODUCED: April 23, 2024
DATE ENACTED: May 28, 2024
EFFECTIVE DATE: June 17, 2024

**AN ORDINANCE OF THE COMMISSIONERS OF THE TOWN OF UPPER
MARLBORO ADOPTING AND APPROVING AMENDMENTS TO THE FISCAL YEAR 2024
BUDGET, AS ADOPTED IN ORDINANCE 2023-03**

WHEREAS, the Town of Upper Marlboro (the “Town”) is a municipal corporation of the State of Maryland expressly authorized by Maryland Code Annotated, Local Government (“LG”) Art., § 5-205(b)(1) to expend any municipal funds for any purpose deemed to be public and to affect the safety, health and general welfare of the municipality and its occupants; and

WHEREAS, pursuant to Md. Code Ann., LG Article, Section 5-205(b)(4), a municipality may spend money for a purpose different from the purpose for which the money was appropriated or spend money not appropriated at the time of the annual levy if approved by a two-thirds vote of all the individuals elected to the legislative body; and

WHEREAS, the Charter of the Town of Upper Marlboro (the “Town Charter”), Section 82-41 prescribes that the budget shall be adopted in the form of an ordinance, and that a favorable vote of at least a majority of the total elected membership of the Board shall be necessary for adoption; and

WHEREAS, the Town Charter, Section 82-11 mandates that except in cases of emergency, no ordinance shall be passed at the same meeting at which it is introduced and that at any regular or special meeting of the Board held not less than six nor more than sixty days after the meeting at which the ordinance was introduced, it shall be passed, or passed as amended, or rejected, or its consideration deferred to some specified future date; and

WHEREAS, said Section 82-11 further mandates that each ordinance shall be posted in the Town office, and each ordinance or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town; and

WHEREAS, the Town Charter, Section 82-42 prescribes that no public money may be expended without having been appropriated by the Board, and that from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein; and

WHEREAS, the Town Charter, Section 82-43 prescribes that any transfer of funds between major appropriations for different purposes by the President must be approved by the Board before becoming effective; and

WHEREAS, the Town Charter, Section 82-44 proscribes any expenditures or contracts to expend money or to incur any monetary liability in excess of the amounts appropriated for or transferred to a particular general classification of expenditure in the budget, and

WHEREAS, the Board of Town Commissioners has previously approved Ordinance No. 2023-03 on May 23, 2023 which in Section 4 thereof states that all budget amendments transferring monies between general classifications of expenditures or appropriations as reflected in the budget ordinance shall be submitted to the Board for approval, from time to time, by ordinance pursuant to Md. Code Ann., Art. 23A, §2(b), now codified as Md. Code Ann., LG Article, Section 5-205(b)(4); and

WHEREAS, the Board of Town Commissioners finds that it is necessary to amend Ordinance No. 2023-03 by allocating and appropriating funds for the following reason: **To adjust revenue line items with more accurate estimates, and enhancing or decrease allocations between departments of expenditure line items, due to the elimination of certain staff positions;** and

WHEREAS, the Board of Town Commissioners finds that it is necessary to amend Ordinance No. 2023-03 by reallocating Town funds and limiting expenditures in several Town Departments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND, THAT:

Section 1. The Fiscal Year 2024 Budget Ordinance 2023-03, as restated in the center column below, and as divided into the following indicated major anticipated revenue funds or having the estimated amounts at the time of the tax levy as indicated herein below, is hereby amended and readopted as indicated in the far-right column below as follows:

<u>REVENUE SOURCE</u>	<u>ADOPTED FY 24 BUDGET AMOUNT</u>	<u>AMENDED FY24 BUDGET AMOUNT</u>
Taxes	\$1,508,220.00	\$1,588,220.00
Fines, License and Permits	\$687,500.00	\$686,175.00
Intergovernmental	\$56,000.00	\$56,000.00
Miscellaneous Revenue	\$296,500.00	\$221,025.00
Grants	\$1,901,000.00	\$1,901,000.00
Total Revenues:	\$4,449,220.00	\$4,452,420.00

Section 2. The total of the anticipated revenues and any estimated fund balance available for expenditure during the fiscal year within each of the aforesaid categories of the FY 2024 Budget Ordinance 2023-03, as amended by this FY 2024 Amendatory Budget Ordinance 2024-02 shall equal or exceed the total of the proposed expenditures within the following general classification of expenditure or major appropriations having the amounts as indicated herein below, is hereby amended and readopted as indicated in the far-right column below as follows:

<u>EXPENDITURES</u>	<u>FY24 ADOPTED BUDGET AMOUNT</u>	<u>FY 24 AMENDED BUDGET AMOUNT</u>
General Government	\$862,980.00	\$805,180.00
Public Safety	\$998,580.00	\$998,580.00
Public Works	\$560,660.00	\$571,660.00
Transfer to CIP	\$2,027,000.00	\$2,077,000.00
Total Expenditures:	\$4,449,220.00	\$4,452,420.00

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that except for the revenue and expenditure amounts provided hereinabove in Sections 1 and 2 as amendments, the remaining provisions of the FY 2024 Budget Ordinance 2023-03 shall remain in full force and effect as if written word for word within this Ordinance and readopted herein.

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the tax levy for Fiscal Year 2024 for the Town of Upper Marlboro and all other taxes, liens, and/or fees prescribed therein shall remain as previously approved and adopted in the FY 2024 Budget Ordinance 2023-03.

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter this Ordinance shall be posted in the Town office and this FY 2024 amendatory Budget Ordinance 2024-02 or a fair summary thereof, shall be published once in a newspaper of general circulation in the Town.

AYES: _____

NAYES: _____

ABSENT: _____

INTRODUCED in a public session of the Board of Commissioners on this 23rd day of April, 2024:

ORDAINED, APPROVED AND finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this _____ day of _____, 20____, by:

Attest:

THE BOARD OF COMMISSIONERS OF
THE TOWN OF UPPER MARLBORO,
MARYLAND

Sarah Franklin, President

Derrick Brooks, Commissioner

Charles Colbert, Commissioner

Karen Lott, Commissioner

John Hoatson, Town Clerk

Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

Karen Ruff, Esq., Town Attorney

Date: _____

**BOARD OF COMMISSIONERS
FOR THE
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-03
SESSION: Regular Town Meeting
INTRODUCED: April 23, 2024
DATE ENACTED: May 28, 2024
EFFECTIVE DATE: June 17, 2024

AN ORDINANCE TO AMEND ORDINANCE 2023-04 TO RE-ESTABLISH AND CHANGE CERTAIN ASPECTS OF A PERSONNEL SYSTEM WITH CERTAIN GUIDELINES, PAYGRADES, SALARIES, STANDARDS, AND PROCEDURES FOR THE EMPLOYEES OF THE TOWN OF UPPER MARLBORO.

WHEREAS, Section 82–59 of the Town Charter (authority to employ personnel) states that the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by this Charter or state law and to operate the Town government; and

WHEREAS, Section 82–60 of the Town Charter (Compensation of employees) states that the compensation of all officers and employees of the Town shall be set from time to time by an ordinance; and

WHEREAS, Section 82-15 of the Town Charter states the President, with the approval of the Board, shall appoint the heads of all offices, departments, and agencies of the Town government as established by this Charter or by ordinance, and all office, department, and agency heads shall serve at the pleasure of the President, and all subordinate officers and employees of the offices, departments, and agencies of the town government shall be appointed and removed by the President, in accordance with rules and regulations in any merit system which may be adopted by the Board; and

WHEREAS, the Board previously established a personnel system with certain guidelines, paygrades, salaries, standards, and procedures for the employees of the Town of Upper Marlboro; and

WHEREAS, the Board desires to re-establish and amend the personnel system as stated herein..

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, STATE OF MARYLAND, DOES ORDAIN AND ENACT AS FOLLOWS:

Section 1. Declaration of Policy

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

- A. This personnel or merit system is established for all present and future employees of the Town, and shall provide the means to recruit, select, develop, advance, and maintain an effective and responsive workforce on the basis of relative ability, knowledge requirements of the citizens of the Town.
- B. All personnel actions shall be taken without regard to race, sex, religion, national origin, or political affiliation and shall be based on merit and performance.

Section 2. Scope and Intent

- A. The classifications, definitions, policies, and procedures outlined in this ordinance apply to all regular Town staff positions. Regular Town staff positions include all Town positions, including, offices, except the following: elected officials, the Board of Supervisors of Elections, volunteers (including committee members), independent contractors, persons employed on projects of limited duration, unpaid volunteers (including interns and Town committee members), and other persons appointed to serve without pay.
- B. All employees who have served less than three (3) months, and all new employees of the Town except sworn police officers, will serve a probationary period of three (3) months. Police employees will serve a probationary period of one (1) year. The probationary period may be extended for cause as defined in the employee handbook by the Town. Police officers’ probationary periods are prescribed by general order.
- C. This Ordinance shall be read in conjunction with any employee handbook as duly approved by the Board, and this Ordinance shall control or supersede any conflicting provision in said handbook.
- D. Nothing in this Ordinance shall be deemed to modify or alter the Town’s at-will employment relationship with any employee, with the exception of an employment contract approved by the Board of Commissioners. This subsection shall not apply to any valid employment contracts approved prior to the effective date of Ordinance 2020-03.
- E. No change to the Town handbook shall reduce the vacation accruals of any current employee.

Section 3. Regular Town Staff Positions

The annual operating budget shall fund the paid appointed offices and positions and authorize the staffing levels of all departments and positions. No other regular Town staff positions or appointed offices may be included or authorized in the annual operating budget unless approved within the budget ordinance or an amendment. In addition to the Town Charter and any previously enacted ordinances in effect, the supervisory positions and named departments or heads thereof enumerated below are considered to be created and duly authorized by law or otherwise ratified by this Ordinance as existing in conformance with Subsection 82-15(b) of the Town Charter. The

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paygrades referenced in this Section are further described in Section 7, below, and enumeration of the position as “supervisory” means that the position or office manages one or more other employees.

- A. Positions within the Town General Government Department:
 - Town administrator, *supervisory* (paygrade 7)
 - Town clerk, (paygrade 5)
 - Administrative Assistant *deputy clerk & bookkeeper* (paygrade 2)
 - Events coordinator (paygrade 3)
 - Special Assistant (paygrade 1)
 - Grant manager (Contracted/agreement)

- B. Positions within the Town’s Public Safety Department:
Please refer to annual budget Ordinance for the pay chart and positions.

- C. Positions within the Town’s Public Works Department:
 - Director of Public Works, *Supervisory* (paygrade 7)
 - Forman, *Supervisory* (paygrade 5)
 - Crew leader (paygrade 2)
 - Crewmembers (paygrade 1)

Section 4. Hiring and Dismissal of Town Employees

- A. **Positions Requiring Board Approval:** Hiring for any regular Town staff position that entails the head of any office, department, or agency of the Town government as established by the Charter or by ordinance requires approval by a majority vote of the Board of Commissioners, as required by the Charter. The appropriate department head with the consent of the president shall give the Board notice of the hiring of any non-regular position as listed in Section 2.A at least one week prior to the start date of the non-regular employee. If hiring for a position for which there is no board-approved position description the entire board must approve the position description before the position can be advertised.

- B. **The process for hiring regular Town staff positions that does not include the head of any office, department, or agency of the Town government is as follows:**

- (1) Any opening for a regular Town Staff position should be advertised for at least thirty (30) days on a publicly accessible job-posting website, the Town website, and all Town social media sites. The position advertisement must include, at a minimum, the education and experience requirements for the position, the major responsibilities for the position as outlined in the Position Description, the salary range for the position, required documents to be submitted for an application, and the closing date for applications. All applications must be reviewed and ranked by at least the applicable department head and one

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Commissioner (or at least a Commissioner and the President in the case of a department-head position). Any commissioner expressing a desire to review and rank applications will notify the President and Town Administrator. Any commissioner notifying the President and Town Administrator that they wish to be part of this hiring process shall be incorporated into the process provided that the MD. Open Meetings Act is followed when required by law. Rankings shall be made without regard to race, sex, religion, national origin, or political affiliation.

- (2) If no applications meet the minimum education and experience requirements for the position, the position must be re-advertised for at least fourteen (14) days. If three or more applicants meet the education and experience requirements for the position, then at least the top three qualified applicants must be interviewed within thirty (30) days of the closing of the position advertisement unless a candidate withdraws their application. If less than three (3) applicants meet the education and experience requirements, then all qualified applicants should be interviewed. Interviews must be conducted by at least one Commissioner and the cognizant department head. Any commissioner desiring to be present for interviews shall notify the President and Town Administrator. Any commissioner that has notified the President OR Town Administrator shall be included in the interview process TO the extent that they make themselves readily available provided that the MD. Open Meetings Act is followed when required by law.
- (3) After conducting interviews, the interviewers must select an interviewee within 30 days of the last interview or restart the recruitment process. Once the individual selected has been notified of selection and accepted the position, the Town Administrator will oversee the verification of any educational or other certifications by the Town’s Human Resources Firm. The Town Administrator must also ensure that all selected candidates undergo appropriate criminal background checks and drug screening procedures prior to starting employment.
- (4) All efforts will be made to ensure the hiring process is non-discriminatory on the basis of race, sex, religion, national origin, or political affiliation. Outside hiring assistance may be required to ensure current best practices in non-discriminatory hiring practices are followed.

Section 5. Political Activitie

- A. No regular Town staff employee shall hold an elected office or more than more than one (1) appointed office; however, nothing herein shall prevent an officer from holding an *ex officio* office or position. This section shall be further governed by the Maryland Anti-Hatch Act as codified in section 1-303 *et seq.* of the LG Art. of the MD. Ann. Code, and where applicable by the federal Hatch Act codified in 5 U.S.C. §§ 7321–7326.
- B. No official or employee of the Town shall solicit any contributions or service for any political

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purpose from any Town employee.

- C. Nothing herein contained shall affect the right of any employee to hold membership in the support of a political party, to vote as they choose, to express themselves publicly or privately on all political subjects and candidates, to maintain political neutrality, and to actively participate in political meetings. Such activities must be engaged in as a private citizen and on the employee's own time.

Section 6. Unlawful Acts

- A. No person shall make any false statements with regard to any test, certification, or appointment made under any provisions of this Ordinance, or in any manner commit or attempt to commit any fraud preventing the impartial execution of this Ordinance and policies.
- B. No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for any appointment or employment under this Ordinance, or furnish to any person any special privileged information for the purpose of affecting the rights or prospects of any person with respect to employment with the Town.

Section 7. Compensation.

- A. The Board of Commissioners shall set the compensation of all regular Town staff positions by including a pay chart with the annual budget ordinance enacted in conjunction with the annual operating budget, in accordance with this Section. The pay chart will include paygrades, with steps in each paygrade. They shall be established by adding the COLA to the base every year. Notwithstanding this COLA increase, every two years the paygrade of each employee classification shall be reviewed in comparison to industry standards including consideration of mean, median, and mode for the geographic area and size of the municipality. Each step shall be established as 3% more than the step before it. Therefore step 1 shall be the base salary for the paygrade, step 2 shall be the base salary for that paygrade plus 3% more, CONTINUING THROUGH ALL STEPS ON THE PAY CHART. ~~to step 10.~~
- B. The annual base pay (Step 1) for each Fiscal Year shall be presented in a pay chart and included in that Fiscal Year's Budget Ordinance.
- C. Each fiscal year, the pay chart will be updated and included in the annual budget ordinance, beginning in Fiscal Year 2022, to include a cost-of-living adjustment (COLA) for all paygrades and steps. The Town COLA for each fiscal year will be equal to the total pay increase received at the beginning of the same calendar year by United States Government General-Schedule (GS) civilian employees in the Washington-Baltimore-Arlington-DC-MD-VA-WV-PA Locality Pay Area. If said GS total pay increase is less than 1%, the Town COLA will be 1% for that fiscal year. If said GS total pay increase exceeds 3%, the Town COLA will be 3% for that fiscal year.

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- (1) Part-time employees will be paid by the hour, at an hourly rate (equal to 1/2080 of the annual rate), as a full-time employee with the same position. Part-time employees will have the same minimum and maximum salaries, eligibility for step and paygrade increases, and annual pay increases as their full-time counterparts for computing their hourly rate.
- (2) Employee pay will increase by one step after completing a period of satisfactory service (in a particular paygrade and step) with the Town as follows: Increasing one step after one year of satisfactory service in steps 1 through 3, increasing one step after two years of satisfactory service in steps 4 through 6, and increasing one step after 3 years of satisfactory service in steps 7 through 9. Thus, an employee would take 18 total years to move from step 1 to step 10 within a paygrade.
- (3) Town employees shall receive compensation only as outlined in this Section, and any other financial compensation including a pay increase, bonus, or incentive pay must be approved by a majority of the Board of Commissioners as appropriated in the annual budget ordinance and approved by the detailed budget document.
- (4) Upon the approval of the Town's annual budget ordinance, each employee shall be issued a letter signed by the department head stating the employee's annual salary, paygrade, step, and COLA increase for the upcoming fiscal year. A copy of this letter shall also be placed in the employee's personnel file. Employees will also receive such a letter when they receive a paygrade or step increase.
- (5) When a new employee is hired, they should be hired at step 1 of their paygrade. If the employee is experienced, human resources, under the direction of the Town Administrator, can authorize the employee to be brought on up to step 4 in their paygrade depending on qualifications and/or experience. Board approval is required before bringing an employee on at step 4 or above.

Section 8. Penalties

Violation of any provision of this Ordinance may result in disciplinary action on the part of the Board of Commissioners up to and including dismissal.

Section 9. Town Employee Handbook

The Board of Commissioners shall set further personnel policies and procedures through approval of the Town Employee Handbook. The handbook shall be reviewed annually and updated at least every three (3) years by Resolution.

Section 10. Position Descriptions and Organization Chart

- CAPITALS : Indicate matter to be added to existing law
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The Board of Commissioners shall set, by Ordinance or written resolution, position descriptions for all regular town staff that include major duties, minimum education and experience requirements, and minimum, and maximum pay in accordance with the pay chart DESCRIBED in Section 7, as well as the organizational chain(s) of reporting and responsibilities, including supervisory and/or oversight responsibilities, for each position by separate Ordinance or written resolution adopted from time to time.

Section 11. Severability

Should any part of this Ordinance be held invalid, all remaining parts shall remain in effect.

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter, this Ordinance shall be posted in the Town office and a fair summary of it shall be published once in a newspaper of general circulation in the Town and effective 20 days after passage by the Board.

AYES: _____ NAYES: _____ ABSENT: _____

INTRODUCED in a public session of the Board of Commissioners on this 23rd day of April, 2024.

ORDAINED, APPROVED, AND finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this _____ day of _____, 2024, by:

Attest:

THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND

John Hoatson, Town Clerk

Sarah Franklin, President

Derrick Brooks, Commissioner

Charles Colbert, Commissioner

Karen Lott, Commissioner

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Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

Karen Ruff, Esq., Town Attorney

Date: _____

DRAFT

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