



Town of Upper Marlboro

REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, September 26, 2023 at 7:00 PM

AGENDA

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the public at this time, citizens may participate by video or phone

(please sign-in with the Clerk):

<https://uppermarlboromd->

[gov.zoom.us/j/89186309481?pwd=eUVrUS9SSzJkM1IyNUZscDdvWGgwdz09](https://uppermarlboromd-gov.zoom.us/j/89186309481?pwd=eUVrUS9SSzJkM1IyNUZscDdvWGgwdz09)

Passcode:779859; **Webinar ID:**891 8630 9481; **Dial-in only:** 301-715-8592

REGULAR TOWN MEETING AGENDA: 7:00 PM

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.](#) Administrative Report
6. **Reports**
 - A. Arts Council Committee Report
 - B. CERT Committee Report
 - C. Economic Development Committee Report
 - D. Events Committee Report
 - E. Green Team Committee Report
 - F. Greenwill Consulting Committee Report
 - G. Historical Committee Report
 - H. Commissioner Reports
7. **Business**

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

 - [A.](#) Ordinance 2023-07 Codification (Board Vote)
 - [B.](#) Ordinance 2023-10 Property Standards (Board Discussion)
 - [C.](#) Resolution 2023-18 Spring Branch Drive Paving (Board Vote)
 - [D.](#) SHA Three Year Salt Utilization Agreement (Board Vote)
 - [E.](#) General Government Job Descriptions (Board Vote)
 - [F.](#) Circuit Rider (Board Vote)
 - [G.](#) Attorney RFP (Board Vote)
 - [H.](#) Church Street Parking Lot RFP (Board Vote)

8. Business

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

A. Resolution 2023-19 ATF MOU For NESS Access (Board Vote)

B. Paid Family Leave: MML Alternative Plan (Board Discussion)

9. Administrative Updates

10. Public Comment

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

11. Preliminary Approval of Next Meeting Agenda

12. 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:

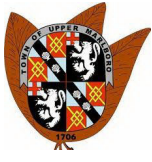
- Members of the public may speak for three (3) minutes, during Public Comment Time, at Regular Town meetings of the Board of Commissioners according to procedures established by the Board.
- A sign-up sheet will be placed on the side table in the room for people to sign-in if they wish to speak. They 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.

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

When the meeting is held on a virtual platform, please sign-in with your First and last name and raise your hand to comment on an item.

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



Town of Upper Marlboro

Section 5, Item B.

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

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

	Total		
	ACTUAL	BUDGET	OVER (UNDER) BUDGET
Income			
Revenue			
4000 Property Taxes	12,921	1,508,220	(1,495,299)
4200 Fines, Licenses, Permits	72,056	687,500	(615,444)
4300 Intergovernmental	-	56,000	(56,000)
4400 Miscellaneous Revenue	7,065	296,500	(289,435)
4500 Grants	18,180	1,901,000	(1,882,820)
Total Revenue	\$ 110,222	\$ 4,449,220	\$ (4,338,998)
Expenses			
5000 General Government	136,540	862,980	(726,440)
6000 Public Safety	127,694	998,580	(870,886)
7000 Public Works	96,413	560,660	(464,247)
8000 Grants & Awards	545,299	1,915,000	(1,369,701)
9000 Capital Outlays	14,744	112,000	(97,256)
Total Expenses	\$ 920,690	\$ 4,449,220	\$ (3,528,530)
NET INCOME	\$ (810,468)	\$ -	\$ (810,468)



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

Key Monthly Items

1. FY24 2nd month of fiscal year.
2. YTD activity reflects a net loss of approximately 810K, revenue actuals will increase Sept-Dec for FY24 to include 500K for land grant in Sept.
3. Expense activity is 20% of budget YTD.
4. Cash balance is at approximately 4 months of budgeted spending, target is 6 months of cash reserves.

Bank Accounts

1000 Checking Account (Premis) 6968	680
1001 Petty Cash	750
1010 Payroll Account (Premis) 6976	2,240
1015 PGFSB Small Checking (Premis) 4960	1
1040 Parking Meter Checking (M&T)	93,707
1045 Speed & Red Light (M&T) 0013	215,041
1050 ARPA Checking 4957	-
1117 WesBanco (CD)	105,142
1140 MLGIP (MM)	316,845
Total Bank Accounts	\$ 734,406

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 August 2023

Incidents Reported in Town:

Subject Stop with Arrest 1	Domestic Call 2	Missing Person 1
Commercial Alarm 1	Wires & Tree Down 1	Break-in Report 2
Vehicle Accident 2	Miscellaneous Report 1	Disorderly Call 4
Stolen Vehicle 2	Property Damage 2	Theft from Auto 1
Dispute with Weapons 1	Traffic Hazard 1	Armed Person 1
Vandalism Call 3	Traffic Complaint 2	Check Welfare 3
Residential Alarm 4	Suspicious Person 2	

Total calls responded by: Upper Marlboro Police 20 & Prince George’s County Police 17

- Chief Burse participated in the Prince George’s Chiefs Association meeting.
- Sgt. Irby, Cpl. Brooks, and Pfc. Anderson conducted high visibility patrols throughout the Town.
- Chief Burse, Cpl. Johnson and Pfc. Anderson participated in the annual National Night Out.
- Chief Burse participated in the weekly Prince George’s County Police Crime meeting.
- Cpl. Brooks and Pfc. Anderson participated in a Maryland Park Police Community Day at Watkins Park.
- Chief Burse, Sgt. Irby, Pfc. Johnson, and Code Officer Stewart Snyder participated in the annual Cruzin on Main Street Car Show.
- Chief Burse participated in the quarterly Law Enforcement Coordination meeting.
- Chief Burse and Cpl. Johnson participated in the weekly Conduent meeting.
- Chief Burse and Cpl. Johnson participated in the monthly Coffee with a Cop.
- Sgt. Irby and Pfc. Anderson participated in the Town monthly Movie Night.



Date: Monday, September 18, 2023

Subject: Public Works' Monthly Report

RE: August 2023

Public Works Related

- PWD continued training in transitional duties ahead of TA Snyders departure.
- PWD provided payroll approval for PW employees.
- PWD met with all Gen Govt staff.
- PWD attended Green Team meeting.
- PWD completed electronic key box and office mailbox installation.
- PWF ensured all PW vehicles were inspected by DPIE / health department for new refuse licenses ahead of schedule.
- PWC provided traffic control and detours for Cruzin Main St.
- PWD began self-training of LGIT portal.
- Meeting held with Sparks at Play and Hunt Valley contractors about the status of phase II of the playground. County proposed a "Fee in Lieu" instead of Water Detention system they proposed.
- PWD provided documentation for MD Parks and Playground Grants.

Maintenance and Beautification

- PWC completed removal of dense vines form PW fence line.
- PWF continued work on well cover for 5510 property.
- Dog waste stations serviced.
- Weeds removed from sidewalk and curbs along 725.
- 11 of 13 sites cut around Town.

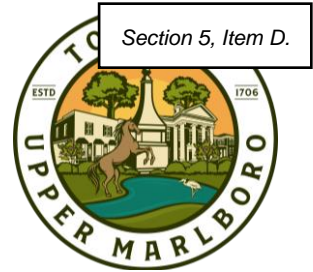
Street and Sidewalk / Mead & Hunt Update

- PWD completed striping list.
- More in depth brush cutback along Valley Ln.
- Street by street litter collection.
- PD message board placed ahead of Cruzin Main St event.

Town of Upper Marlboro

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info@uppermarlboromd.gov



- PWD had a Touch Base meeting with Mr. Patel of Mead and Hunt to discuss their transition to the design of Old Mill Rd and School Ln.
- Sidewalk / Paving wrapped up on Old Crain Hwy.
- PWD reported all streetlights with issues to Pepco.
- PWC completed a deep clean of Main/ Water Streets ahead of Cruzin car show.
- PWD began measuring and pricing temporary speed humps for School Ln and Marlborough Dr.

Refuse Accumulations

- Yard waste tonnage was 2.48 for the month.
- There were no dump body rentals for the month.

Sincerely,
Darnell F. Bond



MEMORANDUM

To: Board of Town Commissioners
From: Sarah Franklin, Mayor
Date: Thursday, September 21, 2023
Re: August 2023 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 August, 2023.

Major Projects Underway	
Codification:	Codification is currently underway. They are waiting for Property Standards to be updated. Once Ordinance 2023-10 is approved, Municode will update the Town of Upper Marlboro Municipal code and the final manuscript will be issued in 3 months.
Charter Review Board:	The Charter Review Board is currently reviewing the Charter to see what proposed changes need to be made.
Town Elections:	The Town Election will take place on Tuesday, November 7, 2023 Polls will open at 8:00 AM until 7:00 PM.
Event Planning	Planning for the larger-scale events such as Trunk-or-Treat and the Winter Holiday/Christmas Town events. Coordinating with the Green Team to add a Farmer's market to Trunk-or-Treat.
Beautification	This project is now moving forward using Streetscape grant funding.
Property Purchase	The Property has been purchased and reimbursement of funds will go before the MD Board of Public Works soon.
Playground	We are nearing a solution and permit approval for the work to be done.
PAMC Trail Study	Mayor met with the trail study team, they will be doing some background research and a site visit next.
ParkMobile	The Town is going to pilot a validation code program with business community.
Annexation	Working with Town Annexation Legal team on drafting Annexation Resolution 2023-01 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. Unknown timeframe for the work to be completed. They are also coordinating with agencies on the Rt.4 and MD 717 bridge replacements (four total bridges).



Office Statistics:

- Phone Call Volume: XX incoming calls (average of XX calls per working day M-F)
- Room Rentals: 2
- Notaries: 6
- Parking Permits: 0
- Food Truck Permits:

Outreach Statistics:

Facebook & Instagram-

Page and profile visits

Facebook visits ⓘ



Instagram profile visits ⓘ

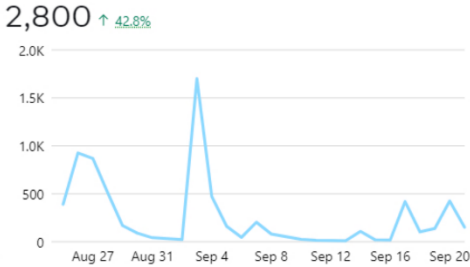


Reach

Facebook reach ⓘ



Instagram reach ⓘ



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

ORDINANCE: 2023-07
SESSION: Regular Town Meeting
INTRODUCED: July 25, 2023

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO AN ORDINANCE ADOPTING A CODIFICATION AND REVISION OF THE ORDINANCES OF THE TOWN OF UPPER MARLBORO, PRINCE GEORGE'S COUNTY, STATE OF MARYLAND; PROVIDING FOR THE MAINTENANCE OF SAID CODE; REPEALING AND SAVING FROM REPEAL CERTAIN ORDINANCES NOT INCLUDED THEREIN AND OTHER PROVISIONS OF GENERAL AND SPECIFIC SUBJECT MATTER FOUND THEREIN; AND MAKING CERTAIN CHANGES IN PREVIOUSLY ADOPTED ORDINANCES

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the Town of Upper Marlboro (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to promote the good government of the Town; and

WHEREAS, the Town is a municipal corporation of the State of Maryland, organized and operating under a Charter (2021 Replacement Edition as published in the *Compilation of Municipal Charters* and prepared by the Department of Legislative Services General Assembly of Maryland), as amended, pursuant to the authority of Article XI-E, § 4 of the Constitution of the State of Maryland and Md. Code Ann., Division II (Municipalities) of the Local Government Article; and

WHEREAS, pursuant to §5-205(c) of the LG Article, Annotated Code of Maryland, and §82-16(2)(k) of the Town Charter, the Town is empowered to provide for the codification of all ordinances and resolutions which have been or may hereafter be passed; and

WHEREAS, pursuant to §4-110 of the LG Article, for the purpose of providing ready access to a current compilation of the municipal corporation’s ordinances, each municipal corporation in the State shall provide annually (if the municipal corporation during the past year has enacted any ordinances appropriate for codification) for the editing, preparation, publication, and sale or other distribution of a supplement to its most recent code of ordinances, or of a new edition of the code; and

WHEREAS, the Town Board of Commissioners has previously engaged a professional codification services company (CivicPlus LLC/Municode) to assist the Town in continuously publishing, updating, organizing and maintaining its Code of Ordinances and Town Charter so that public officials, the courts, government agencies, residents, property owners and the general public have readily available and accessible for their use on-line or in printed, hard copy format, an accurate, reliable, professional, easy to access and centralized repository of the Town’s ordinances and charter provisions; and

WHEREAS, it is the intent of the Board, by virtue of adoption of this Ordinance, to approve the Code of Ordinances of the Town of Upper Marlboro, Maryland with the first edition of the Code prepared by Civic Plus, LLC, consisting of the Town Charter, Part I. (Charter) and Part II. (Code of

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

Ordinances) including Chapter 1 (General Provisions) that heretofore had not been previously adopted by ordinance, and 23 following chapters, containing provisions that had been previously enacted as law, except for certain minor corrections and amendments placed in the final manuscript to be approved by the Board, which serves is as a final manuscript to be incorporated herein and enacted into law as said town code and is entitled the “Code of Ordinances of the Town of Upper Marlboro, Maryland (2023).”

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, that the following comprehensive codification of the general and permanent ordinances of the Town of Upper Marlboro, Maryland to be known as “The Code of Ordinances of the Town of Upper Marlboro (2023)” or “Code of Ordinances” published and maintained by CivicPlus, LLC/Municode, and attached hereto as Exhibit 1, a manuscript of 190 pages, more or less, and incorporated by reference herein as if written word for word, is hereby adopted, enacted and approved.

Section 2. AND BE IT FURTHER ORDAINED AND ENACTED, that it is the intention of the Town Board of Commissioners, and it is hereby ordained, that the provisions of this Ordinance and Exhibit 1 hereto shall become or continue to be made part of the Code of Ordinances and the sections of said Code of Ordinances may be renumbered to accomplish such intention.

Section 3. AND BE IT FURTHER ORDAINED AND ENACTED, this Ordinance shall shall be posted in the Town office, and this ordinance, or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town.

Section 4. BE IT FURTHER ORDAINED AND ENACTED, that if any section or part of a section of this ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

Section 5. AND BE IT FURTHER ORDAINED AND ENACTED, 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.

INTRODUCED and ADOPTED in a public session of the Board of Commissioners on this ____ day of _____, 2023.

ORDAINED, APPROVED, AND FINALLY PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this ____ day of _____, 2023, by:

Attest:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

John Hoatson, Town Clerk

Sarah Franklin, President

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

Date: _____

Charles Colbert, Commissioner

Thomas Hanchett, Commissioner

Karen Lott, Commissioner

Linda Pennoyer, Commissioner

Reviewed and Approved for Legal Sufficiency:

Kevin J. Best, Esq.

Date: _____

CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Clerk of the Town of Upper Marlboro, Maryland, that on the ___ day of August 2023 with _____ Aye (unanimous) votes and _0____ Nay votes, the aforesaid Ordinance 2023-__ passed.

John Hoatson, Town Clerk

[Exhibit 1 - The Code of Ordinances of the Town of Upper Marlboro (2023) – manuscript of 190 pages +/-]

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

ORDINANCE: 2023-10

SESSION: Regular Town Meeting

INTRODUCED: August 22nd, 2023

APPROVED:

AN ORDINANCE OF THE TOWN OF UPPER MARLBORO TO BE ENTITLED “~~RESIDENTIAL EXTERIOR~~ PROPERTY STANDARDS ORDINANCE” THEREBY REPLACING AND REPEALING ORDINANCE 88-1: LITTER AND WEEDS BY PROVIDING NEW SECTIONS REGARDING THE ORDINANCE’S PURPOSE AND AUTHORITY; APPLICABILITY AND SCOPE; AUTHORIZING THE OFFICE AND DUTIES OF CODE ENFORCEMENT OFFICER; PROVIDING FOR CERTAIN DEFINITIONS; ESTABLISHING AND DESCRIBING CERTAIN PROPERTY CONDITIONS OR CIRCUMSTANCES TO BE VIOLATIONS OF THE ORDINANCE; PROVIDING FOR A SYSTEM OF NOTICES OF VIOLATION OF STANDARDS AND PENALTIES FOR SUCH VIOLATIONS AND REPEAT VIOLATIONS; PROVIDING A PENALTY FOR FAILURE TO REGISTER WITH THE STATE CERTAIN FORECLOSED PROPERTIES; PROVIDING FOR THE ABATEMENT OF CERTAIN VIOLATIONS RELATING TO REAL PROPERTY BY THE TOWN; ESTABLISHING A TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES FOR THE VIOLATION THEREOF; DESCRIBING THE TREATMENT OF RENTAL PROPERTIES; PROVIDING A PROCESS TO PURSUE A RIGHT TO APPEAL; PROVIDING A SEVERABILITY PROVISION AND ESTABLISHING CERTAIN FINES, FEES & PROMULGATION OF FINE AND FEE SCHEDULES TO BE MODIFIED BY RESOLUTION; AND GENERALLY RELATING TO RESIDENTIAL PROPERTY MAINTENANCE.

WHEREAS, pursuant to § 82-16(1) (General Powers) of the Town Charter, the Board of Commissioners shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or the Town Charter as it may deem necessary for the good government of the Town; for the preservation of peace and good order; for securing persons and property from violence, danger or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

WHEREAS, pursuant § 82-16(2) (hh) (Specific Powers; Liens) the Board of Commissioners shall have the power to provide that any valid taxes, assessments or charges made against any real property within the Town shall be liens upon such property from the date they became payable; and

WHEREAS, pursuant § 82-16(2)(nn) (Specific Powers; Nuisances) of the Town Charter, the Board is further empowered to prevent or abate by appropriate ordinances all nuisances in the Town whether the same be therein specifically named or not; and

WHEREAS, pursuant to LG Art., § 5-205(d)(1) of the Annotated Code of Maryland, a municipality may establish and collect reasonable fees and charges associated with the exercise of a governmental or proprietary function exercised by the municipality; and

WHEREAS, THE BOARD OF TOWN COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO APPROVED RESIDENTIAL PROPERTY STANDARDS ORDINANCE 2016-03 ON OCTOBER 11TH, 2016, ALONG WITH COMMERCIAL PROPERTY STANDARDS ORDINANCE 2017-03, UNANIMOUSLY APPROVED ON OCTOBER 10TH, 2017; AND

WHEREAS, THE BOARD OF COMMISSIONERS FINDS IT TO BE IN THE BEST INTEREST OF THE TOWN TO ADOPT THE CURRENT PRINCE GEORGE’S COUNTY CODE REGARDING PROPERTY.

NOW, THEREFORE, the Board of Commissioners of the Town of Upper Marlboro, State of Maryland, does ordain and enact as follows:

RESIDENTIAL EXTERIOR PROPERTY STANDARDS ORDINANCE

SECTION 1: PURPOSE AND AUTHORITY

SECTION 2: APPLICABILITY AND SCOPE OF THE ORDINANCE

SECTION 3: CODE ENFORCEMENT OFFICER

SECTION 4: RESERVED

SECTION 5: DEFINITIONS

SECTION 6: ~~VIOLATIONS~~ ADOPTION OF COUNTY CODE

SECTION 7: NOTICE OF VIOLATION OF STANDARDS AND PENALTY FOR VIOLATION

SECTION 8: TOWN ABATEMENT

SECTION 9: VACANT AND FORECLOSED PROPERTIES

SECTION 10: TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES OF VIOLATION

SECTION 11: REPEAT VIOLATIONS

SECTION 12: RENTAL PROPERTIES

SECTION 13: ~~RIGHT TO APPEAL~~

SECTION 14: SEVERABILITY

SECTION 15: VIOLATION FINES, FEES & SCHEDULE

SECTION 1. PURPOSE AND AUTHORITY

- A. The purpose of this Residential Exterior Property Standards Ordinance is to establish standards for the exterior maintenance of residential properties in the Town of Upper Marlboro, and to prevent conditions that threaten public health, safety or welfare of residents of, or visitors to the Town of Upper Marlboro. The Ordinance creates the office of Code Enforcement Officer for the enforcement of this and other ordinances, and also establishes a system of notifications and penalties for violations to enforce the standards and a process to appeal any penalties imposed.
- B. The authority to provide for the general protection of health, safety, comfort, convenience, and welfare of Town residents and visitors is provided in Section 82-16 (General Powers) of the Charter of the Town of Upper Marlboro.
- C. The authority to enact such regulations is provided in Section 82-16(vv) (Specific Powers; Regulations) of the Charter of the Town of Upper Marlboro.
- D. The authority to impose fees and penalties for violating the regulations is provided in Section 82-18 (Enforcement) of the Charter of the Town of Upper Marlboro.
- E. The authority to create new offices and appoint officers is provided in Section 82-59 (Authority to Employ Personnel) of the Charter of the Town of Upper Marlboro.

SECTION 2. APPLICABILITY AND SCOPE OF THE ORDINANCE

- A. The provisions herein shall apply to all residentially-zoned real property located within the corporate limits of the Town of Upper Marlboro, whether improved or unimproved.
- B. The Prince George’s County Housing Code adopting with amendment the International Property Maintenance Code, 2000 Edition as found in Subtitle 13 of the Prince George’s County Code and all divisions thereof as enforced by County officials shall remain in full force and effect within the corporate limits of the Town provided; however, that any conflict between this Residential Exterior Property Standards Ordinance or any other ordinances of the Town, and any provision of Subtitles 4 and 13 of the County Code shall be resolved in favor of the provision which establishes the higher standard for the promotion and protection of the health and safety of the people. Unless a provision of County legislation conflicts with a provision of this Ordinance, nothing herein shall be construed to prevent the jurisdiction, applicability or enforcement of the County’s ordinances regarding property maintenance or nuisances within the corporate limits of the Town.
- C. This Ordinance shall be construed liberally and justly to insure the public health, safety and welfare insofar as it pertains to residential property maintenance standards.

SECTION 3. CODE ENFORCEMENT OFFICER

A. This Ordinance shall be enforced by a sworn police officer or by an appointed Code Enforcement Officer of the Town. The Office of Code Enforcement Officer is hereby created, ratified and established by this Ordinance. The appointment of a Code Enforcement Officer shall be approved by ordinance or written resolution. The Code Enforcement Officer shall be responsible to the Commission President.

B. A Code Enforcement Officer or officers appointed by the President, with the approval of the Board, shall have the following powers, authorizations, duties, qualifications and functions:

1. Subject to the requirements of the Board of Commissioners, the Code Enforcement Officer, shall, in addition to such other duties as may be assigned to him or her by the President, enforce such laws and ordinances relating to property, buildings and structures as may be specifically provided.
2. The Code Enforcement Officer shall not have any interest whatever, directly or indirectly in the sale or manufacture of any material, process or device entering into or used in or in connection with property maintenance or building construction within the Town.
3. The Code Enforcement Officer may be authorized by the Board of Commissioners to enforce the Town's ordinances and may deliver a municipal infraction citation, criminal misdemeanor violation summons, charging document or criminal citation to any person alleged to be committing or to have committed a municipal infraction or other violation.
4. The Code Enforcement Officer shall examine premises and shall make necessary inspections to see that the provisions of applicable laws or ordinances are complied with and that maintenance or use therein is implemented pursuant to applicable laws. He or she shall, when requested by the Board or when the interests of the Town so require, make investigations in connection with matters referred to within Town ordinances and render written reports on the same. For the purpose of enforcing compliance with law, to remove illegal, nuisance or unsafe conditions, to secure the necessary safeguards, or to require adequate facilities in improved properties, he or she shall issue notices or orders as may be necessary.
5. Unless posted or informed otherwise (i.e, no trespassing), the code enforcement or police officer shall have the right, upon proper identification, to routinely enter upon private property so far as is necessary for the performance of duties. The code enforcement officer's right of entry upon residential property shall be limited to entry for the purposes of obtaining consent from the owner or occupant to conduct an inspection or as otherwise permitted by law.
6. The President is hereby authorized and empowered to establish additional regulations and duties for any assigned Code Enforcement Officer provided that said officer shall not be vested with police powers of arrest. Code enforcement officers are not authorized to carry firearms, and they shall not carry firearms while on duty. Said officers shall be assigned such duties as are civilian and administrative in nature that the President, from time to time, may direct, that are not inconsistent

with the limitations and responsibilities set forth in Town ordinances, or State law and, in addition, the Code Enforcement Officer shall be vested with the authority to issue parking citations, criminal citations and citations for municipal infractions as expressly provided for in each applicable provision or section of the Town’s ordinances.

- 7. The Code Enforcement Officer shall keep careful and comprehensive records of applications, of relevant permits or certificates issued, of inspections made, of reports rendered, and of notices, citations or orders issued.

C. In the absence or disability of the Code Enforcement Officer, the President with approval of the Board shall designate, by ordinance or written resolution, a qualified official or subordinate to discharge the duties of the Code Enforcement Officer. Nothing in this Section shall be construed to prevent the appointment of an existing Town employee and from having the additional or collateral duties of Code Enforcement Officer.

SECTION 4. RESERVED

SECTION 5. DEFINITIONS

In this Ordinance, the following words have the meanings indicated. Where terms are not defined, they shall have their ordinarily accepted meanings such as the context may imply.

A. Abandoned, junked, wrecked, or non-road worthy motor vehicle means any motor vehicle which is unregistered, improperly registered, or which is without current State of Maryland license tags unless (i) the State of Maryland expressly exempts such vehicles from registration requirements; (ii) it bears the license tags of another vehicle; (iii) it is disabled or inoperable; (iv) it is dismantled or partially dismantled; (v) it is substantially damaged or in disrepair; or (vi) it is unable to pass inspection by the Maryland Motor Vehicle Administration.

B. Accessory structure means a building or structure, retaining wall, wall or fence that is incidental to the main building, located on the property.

C. Agent means any person or company designated by the property owner to act for him or them.

D. Debris, litter, or garbage means any quantity or combination of: putrescible animal, food and vegetable wastes resulting from the handling, combustible and noncombustible waste materials; bulk refuse, electronics or electronic recyclables, hazardous material or waste, household refuse, refuse, trash and yard waste, excluding organic compost piles, that is thrown, deposited or stored in or on private property or creates a nuisance or a threat to public health, safety and welfare.

E. Exterior property area means all areas external to improvements on the property or on unimproved property including the Town right-of-way and adjacent street curb and gutter. Exterior property area specifically excludes any trees along the Town right-of-way.

F. Foreclosed Property Registry means the foreclosed property registry established by the Maryland Department of Labor, Licensing, and Regulation under the Maryland Annotated Code, Real Property Article, § 14-126.1.

G. Hazard means a situation, condition or action by a person that creates an environment that is unsafe or threatens public health, safety, or welfare.

H. Property Owner means one who has complete dominion over a particular property and in whom legal or equitable title rests, when applied to a building or land. Property Owner further means any part owner, joint tenant in common, tenant by the entireties, or joint tenant, of the whole or part of such building or land. Property owner may also include the owner or possessor of a leasehold interest in real property.

I. Paved Parking Area means any asphalt, bluestone, bricks, brick pavers, pervious pavers, crushed gravel, poured concrete, other hard rock surface or other masonry-like material completed in a professional manner, rolled to a smooth or level surface and maintained free of loose materials or excessive vegetative growth, situated on the property behind the property line and located and accessed in accordance with the provisions of the Prince George’s County Zoning Ordinance.

J. Person means any individual, natural person, legal entity, joint stock company, partnership, voluntary association, society, club, firm, company, corporation, business trust, organization, owner, occupant, or any other group acting as a unit, principal or agent, or the manager, lessor, lessee, agent, servant, partner, member, director, officer or employee of any of them including an executor, administrator, trustee, receiver, or other representative appointed according to law.

K. Registry Law means Maryland Annotated Code, Real Property Article, §14-126.1.

L. Repeat Violator means any person that has been noticed for two violations of this Ordinance in an eighteen (18) month period.

M. Board of Commissioners means the President and Commissioners of the Town of Upper Marlboro.

N. Vacant Property means a residence that is not occupied on a regular and habitual basis by the property owner or any other person for the usual and customary purposes for which the residence is designed and lawfully permitted.

O. Weeds means brush, plants, or any noxious growth that is injurious to public health, agriculture, recreation, wildlife or property. This definition excludes properly tended trees, ornamental plants, flowers, vegetable plants, or undisturbed woodland, not otherwise in violation of this Ordinance.

SECTION 6. ~~VIOLATIONS~~ ADOPTION OF COUNTY CODE

THE PROPERTY STANDARDS OF THE TOWN OF UPPER MARLBORO SHALL BE THE CURRENT PROPERTY STANDARDS CODE OF PRINCE GEORGE'S COUNTY. THE OFFICIAL BUILDING CODE OF PRINCE GEORGE'S COUNTY AND OTHER RELATED CODES TOGETHER WITH THE CHANGES, DELETIONS, OR MODIFICATIONS

PRESCRIBED IN SAID CODES, AS AMENDED FROM TIME TO TIME, SHALL APPLY TO ALL BUILDINGS BEING CONSTRUCTED IN THE TOWN OF UPPER MARLBORO.

The following are considered violations of this Ordinance:

- ~~A. Condition of Exterior Property Areas. All exterior property areas shall be maintained in a reasonably clean and sanitary condition, free from any accumulation of debris, litter, stagnant water, or garbage. If pests are found, the property owner shall initiate the extermination process which shall not be injurious to the health of humans or domestic animals.~~
- ~~B. Tall Grass and Weeds. All exterior property areas shall be properly maintained and no grass or weeds more than twelve (12) inches tall, other than annual or perennial cultivated flowers, and plants, bushes, shrubs, garden and yard plantings, and trees properly maintained by the property owner or agent shall be allowed to accumulate or grow on any private property. No vegetation shall be allowed to grow in, or into, the public curb, gutter or paved area of the right of way.~~
- ~~C. Discarded Vehicles. It shall be unlawful for any person to discard any vehicle on any residential lot within the corporate limits of the Town.~~
- ~~D. Vehicle Condition and Storage. No property owner or agent shall permit an abandoned, junked, wrecked, unregistered, or non-road worthy vehicle as defined in this Ordinance to remain on such property, except when enclosed in a garage.~~
- ~~E. Motor Vehicle Parts. Exterior property areas shall not be utilized for the storage of motor vehicle parts.~~
- ~~F. Exterior Property Storage. Exterior property areas shall not be utilized for the open storage of building materials, bathroom or kitchen fixtures, furniture, or lawn and garden equipment, irrespective of age or condition, except for routine garden maintenance equipment, outdoor lawn furniture, or materials used in construction or renovation projects with the appropriate Prince George's County and Town permits.~~
- ~~G. Wood Storage. The storage of wood and other materials not proscribed by this Ordinance, including organic compost piles, shall be accomplished in a manner designed to avoid rodents, termites and other insect infestation. Wood shall be stored at least six (6) inches above the ground.~~
- ~~H. Vegetation. All vegetation located on exterior property areas shall be maintained in such a way so as not to pose a danger or obstruction to adjoining property, pedestrians or vision of any motorist.~~
- ~~I. Parking Surfaces. A paved parking area must be accessed by a curb cut if the property has a curb installed along the street unless granted an exception by the Board. The curb cut shall be constructed of poured concrete completed in a professional manner, situated totally within the public right of way, where applicable; constructed in accordance with the road ordinance or construction codes of Prince George's County and located in accordance with the Prince George's County Zoning Ordinance. Grassy yards or other unpaved areas shall not be used for the parking of boats, motoreycles, motor vehicles of any type, trailers or similar items on a~~

~~residential property except during a “snow emergency.” All wheels of said vehicle(s) must be parked on an approved paved parking area in order to be in compliance with this Ordinance.~~

~~J. Building Security. No property owner or agent shall allow vacant structures or property to become a public nuisance, safety or health hazard, or be in a condition that could encourage trespassing.~~

~~K. Accessory Structures. No accessory structure shall pose a public health, safety hazard, or fall into disrepair. All accessory structures shall comply with Prince George’s County and Town Ordinances and any improvements to such accessory structures shall be duly permitted. A Code Enforcement Officer or other Town designated representative may require a property owner, at the property owner’s expense, to repair or replace a fence not in compliance with the Prince George’s County Zoning Ordinance. Any fence repair or replacement shall comply with provisions regarding location, height, and material in the Prince George’s County Zoning Ordinance.~~

~~L. Identification. All premises shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.~~

SECTION 7. NOTICE OF VIOLATION OF STANDARDS AND PENALTY FOR VIOLATION

A. Except for violations of the Registry Law, whenever the Code Enforcement Officer, a sworn police officer or other designated Town representative determines that there are reasonable grounds to believe that there has been, or is, a violation of any provision of this Ordinance or of any rule or regulation adopted pursuant thereto, the Code Enforcement Officer, sworn police officer or designated representative shall give notice of such alleged violation to the person or persons responsible therefore, as herein after provided unless otherwise noted in this Ordinance. Such notice shall:

1. Be in writing;
2. Include a description of the real property sufficient for identification;
3. Include a statement of the reason why the notice is being issued with reference to the Section of this Ordinance violated;
4. Allow time, as set forth in this Ordinance, for the remedial action required to correct the violation; and
5. Contain:
 - a. An outline of the remedial action which, if taken, will effect compliance with the provisions of this Ordinance and with the rules and regulations adopted pursuant thereto, if any; and
 - b. The requirement that the violation must be fully corrected within the timeframe, as specified in Section 10 of this Ordinance. For each additional prescribed period that the

violation is not fully corrected, notice will be issued of the fine amount as due and payable to the Town of Upper Marlboro. Fines for failure to take remedial action shall be established by Resolution of the Board of Commissioners, but shall not exceed the amount of one thousand dollars (\$1,000.00). Failure to pay a fine may result in the amount of any fine or fines imposed to be collected in the same manner as delinquent Town taxes.

B. Service of notice that a person and/or property is in violation shall be as follows:

- 1. By delivery to the property owner or agent personally or by leaving the notice at the usual place of abode of the property owner or office of the agent with a person of suitable age and discretion who shall be informed of the intent thereof; or
- 2. By appropriate means of mail addressed to the property owner or agent at the address provided to the Town by the property owner or agent with postage prepaid thereon with return receipt requested, or if said letter is returned with receipt showing non-delivery, then
- 3. By posting a copy of the notice in a conspicuous place on the premises affected by such notice.

SECTION 8. TOWN ABATEMENT

Provided that notice has been served pursuant to Section 7 of this Ordinance, the Town of Upper Marlboro and its officials, employees and agents shall have the right, after thirty (30) days of continued violation, to enter onto the premises of the property in violation to abate any violation. The costs of such abatement shall be charged to the property owner and after attempting to deliver an invoice payable within thirty (30) days to the property owner may be collected in the same manner as delinquent Town property taxes. If the property is vacant, and upon serving notice the Town shall have the right to abate after fifteen (15) days of continued violation.

SECTION 9. VACANT AND FORECLOSED PROPERTIES

A. In the event that a Code Enforcement Officer, sworn police officer or other Town designated representative determines that the condition of a vacant property constitutes a violation, a responsible person or occupant shall be notified of the violation of this Ordinance by certified mail and have fifteen (15) calendar days to correct the violation. If, after fifteen (15) days from the date of notification, the violation has not been corrected, the Town of Upper Marlboro and its officials, employees and agents shall have the right to enter upon the premises of the property in violation to abate any and all violations. Failure of the property owner to pay the Town within thirty (30) days for the cost of abatement upon the Town’s reasonable attempt to deliver an invoice may result in collection in the same manner as delinquent Town property taxes.

B. All foreclosed properties within the Town shall register with the State of Maryland Foreclosed Property Registry. Failure to register a property located in the Town under the Registry Law shall be a municipal infraction punishable by a fine of up to one thousand (\$1,000.00) or as otherwise established from time to time by Resolution.

C. The Code Enforcement Officer shall obtain access to the Foreclosed Property Registry and maintain an updated list of all known vacant residential properties, and corresponding contact information, located within the Town.

SECTION 10. TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES OF VIOLATION

The definitions below provide categories of timeframes for issuing the initial violation notice, a subsequent violation notice and assessment of penalties and fines.

- 1. First Offense: a person shall have fifteen (15) days from the time the correction notice has been issued to correct the violation. If, after fifteen (15) days, the violation has not been corrected, another notice to correct which imposes a fine shall be issued. A recurring and cumulative fine and subsequent notice to correct shall be issued in seven (7) day intervals thereafter until the violation is corrected.
- 2. Repeat Offender: a person shall have seven (7) days from the time the correction notice was issued to correct the violation. If, after seven (7) days, the violation has not been corrected, another notice to correct which imposes a fine shall be issued. A recurring fine and notice to correct shall be issued in seven (7) day intervals thereafter until the violation is corrected.

SECTION 11. REPEAT VIOLATIONS

A. Unless otherwise noted in this Ordinance, two (2) violations of the same type occurring within an eighteen (18) month period shall be considered a repeat of any previous violation and the property owner or agent shall be deemed a repeat violator. Repeat violations are subject to Town abatement if not corrected within twenty-one (21) days. The costs of such abatement may be charged to the property owner and may be collected in the same manner as delinquent Town taxes. A repeat violation may pertain to a subsequently noticed violation of the same of a different subsection of Section 6 of this Ordinance.

B. Unless otherwise noted in this Ordinance, if a property is issued three (3) or more notices for the same violation occurring within an eighteen (18) month period, the property shall become subject to immediate fines.

SECTION 12. ~~RIGHT TO APPEAL~~

~~A. Any person affected by any notice of violation and subjected to a fine may elect to appeal to the Board of Commissioners as follows:~~

- ~~1. Any person affected by any notice of violation which had been issued in connection with the enforcement of any provision of this Ordinance and subject to a fine may request and shall be granted a hearing on the matter by the Board of Commissioners, provided that such person shall within ten (10) days after service of a notice of violation, file with the Board of Town Commissioners a signed written notice of administrative appeal, requesting a hearing and setting forth a brief statement of the reasons therefore. Upon receipt of such notice of appeal, the Board of Commissioners shall set a time and place for such hearing and shall determine such appeals as promptly~~

~~as practicable. The Board of Commissioners, with a quorum present, shall hear such appeals.~~

~~2. After such hearing, the Board of Commissioners may, by a majority of members present, affirm, amend, modify, rescind or withdraw the notice of violation with any assessed fine that has been appealed. Any person who shall fail, refuse or neglect to comply with the decision of the Board of Commissioners shall be deemed guilty of violating the provisions of this Ordinance.~~

~~3. In the event a person affected by a notice of violation and subjected to a penalty wishes to contest the decision of the Board of Commissioners, he or she may notify the Town Clerk or designee of his or her intent within ten (10) days after the rendering of the decision by the Board of Commissioners. In such event, the Town shall issue a municipal infraction citation to the affected person who may request a de novo trial in the District Court of Maryland for Prince George’s County pursuant to Md. Ann. Code, Local Government Article, Title 6. The decision of the Board of Commissioners in such a case shall be stayed, pending adjudication of the matter by the District Court of Maryland for Prince George’s County. To the extent of this Section of the Ordinance, any notice of violation of this Ordinance previously issued and made subject to adjudication shall be considered a municipal infraction of the Town.~~

~~B. Failure to pay any fine and/or cost of abatement included in a judgment awarded pursuant to adjudication may result in the amount of any fine, fee or cost imposed or sanctioned by the court to be collected in the same manner as delinquent Town property taxes.~~

~~C. An appeal of an assessment or collection of any fee or cost to abate any violation as permitted by this Ordinance that was not awarded pursuant to adjudication by the court may be sought pursuant to the procedures provided in Subtitles 4 and 9 of Title 13 of the Tax General Article of the Md. Ann. Code.~~

SECTION 13. RENTAL PROPERTIES

All rental properties within the cooperate limits, regardless of zoning, shall be properly licensed and inspected, as required, by Prince Georges County. The Town shall notify the County in a timely manner of any unlicensed rental properties found as they are discovered.

SECTION 14. SEVERABILITY

If any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance.

SECTION 15. VIOLATION FINES, FEES AND SCHEDULE

SHALL BE THE SAME AS PRINCE GEORGE’S COUNTY

~~A. Unless otherwise stated herein, violation of any provision of this Ordinance shall be subject to a fine and/or fee, which may be set or changed from time to time by resolution of the Board of Commissioners. Failure to pay any fee, fine, late fee and/or costs to abate, or incurred to repair~~

~~damage to Town property such as aprons, curbs, gutters, sidewalks, or streets will result in the amount of any fine, late fee or repair costs incurred being recorded as a lien against the property and collected in the same manner as delinquent taxes.~~

~~B. A late fee not to exceed \$25 may be assessed for any fine, charge or invoice for abatement that is left unpaid for more than 30 days. A late fee may not be assessed unless included in the judgment if the violation is adjudicated in the District Court.~~

~~C. The initial fine and fee schedule established by this Ordinance is as follows:~~

CATEGORY OF VIOLATION (§ 6, SUBSECTION)	Fine, 1st Offense	Repeat, Multiple Offense
A. Condition of Exterior Property Areas	\$50	\$100
B. Tall Grass and Weeds	\$50	\$100
C. Discarded Vehicle	\$50	\$100
D. Vehicle Condition & Storage	\$50	\$100
E. Motor Vehicle Parts	\$50	\$100
F. Exterior Property Storage	\$50	\$100
G. Wood Storage	\$50	\$100
H. Vegetation	\$50	\$100
I. Parking Surfaces	\$25/ incident	\$25
J. Building Security	\$50	\$100
K. Accessory Structures	\$50	\$100
L. Premises Identification	\$50	\$100

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that said Board may set the fines, penalties, and fees associated with violating this Ordinance from time to time by resolution.

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that any prior ordinances adopting and enacting any provision of this Ordinance or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found in conflict herein shall be deemed repealed and superseded by the provisions of this Ordinance, and should a previously enacted ordinance cover a provision or subject that is not covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this

Ordinance.

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this Ordinance 2016-03 upon taking effect shall replace and repeal Ordinance 88- 1: Litter and Weeds.

AND BE IT FURTHER ORDAINED AND ENACTED, 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 ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that Deputy Clerk Kyle Snyder is hereby appointed to serve as Code Enforcement Officer of the Town with all powers, authority, responsibilities, immunities and privileges thereunto pertaining.

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

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall be fully effective throughout the corporate territory of the Town including any subdivision governed by a homeowners or condominium association as defined by Titles 11 and 11B of the RP Article of Md. Ann. Code.

Adopted this _____ day of _____, 2023.

THE TOWN OF UPPER MARLBORO,
BOARD OF COMMISSIONERS

The Town of Upper Marlboro

RESOLUTION: 2023-18
SESSION: Regular Town Meeting
DATED: September 26, 2023

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO AWARD A CONTRACT TO PROVIDE ROADWAY PAVING SERVICES

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

WHEREAS, the Board of Town Commissioners believes that the Town is in need of professional road rehabilitation for Spring Branch Drive; and

WHEREAS, the Board of Town Commissioners waived the formal request for bids process and alternatively released RFP #UM 2023-04 soliciting proposals, and thereby published said request for proposals for at least 15 days to seek interested applicants during the period of from Thursday, August 15, 2023, through Thursday, September 7, 2023, then extended from Wednesday, September 13, 2023 through Friday, September 22, 2023; and

WHEREAS, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that XXXX is a responsible offeror whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposals per the Spring Branch Drive rehabilitation and resurfacing RFP # UM 2023-04.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 26th day of September 2023, that the Town Board of Commissioners hereby authorizes the Town to enter into a proposal/contract (No.) in accordance with the XXXXX stated therein and totaling XXXXX in consideration with XXXXXX. keeping offices at XXXXXXXX, attached hereto and incorporated by reference herein.

AND BE IT FURTHER RESOLVED, that the Mayor is authorized to sign the contract on behalf of “The Town of Upper Marlboro.”

ATTEST:

THE TOWN OF UPPER MARLBORO

Clerk: John Hoatson

Sarah Franklin, President

Date: _____

Charles Colbert, Commissioner

Thomas Hanchett, Commissioner

Karen Lott, Commissioner

Linda Pennoyer, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 26th day of September, 2023.

John Hoatson, Town Clerk

THREE (3) YEAR SALT UTILIZATION AGREEMENT

by and between

State Highway Administration

and

Town of Upper Marlboro TOWN, Maryland

This AGREEMENT (“Agreement”) is made as of the 1st day of September 2023,executed in duplicate, by and between the State Highway Administration (“SHA”) acting for, and on the behalf of the State of Maryland and Town of Upper, Maryland, a political subdivision of the State of Maryland and a body politic and corporate (“TOWN”), sometimes collectively referred to as “the Parties”.

WHEREAS, during certain winter snow emergency operations (“Snow Event”) the TOWN may have a need to obtain additional salt (“Salt”) to effectively complete their winter snow operations; and

WHEREAS, the TOWN has requested, and SHA has agreed, to allow the TOWN to obtain Salt from SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS the TOWN shall reimburse SHA for the cost of Salt plus other related expenses; and

WHEREAS SHA and the TOWN agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between SHA and the TOWN, as set forth herein, the adequacy of which is hereby acknowledged, the Parties hereby agree to the following:

I. TERM & BUDGET

The term of this Agreement is three (3) years, beginning the first (1st) day of September 2023 and ending on the thirty first (31st) day of August 2026, both dates inclusive, unless sooner terminated as set forth herein (the “Term”). For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Two Thousand Dollars (\$2,000). The TOWN shall be responsible for actual costs incurred at the time of delivery.

II. SALT COSTS

- A. The cost of Salt, at the execution of this Agreement is Eighty Five Dollars and Twenty Three Cents (\$85.23) per ton, which includes the price of the Salt, a delivery charge and an overhead charge.
- B. The Salt price listed herein is subject to change.
- C. The “**Delivery Charge**” includes the cost of fuel and mileage to transport the Salt to a SHA Salt dome. The “**Overhead Charge**” is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is eight and twenty two hundredths percent (8.22%).
- D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

III. CHARGE NUMBER

SHA has established a charge number for the TOWN which will be used to document Salt withdrawals from SHA’s inventory system. The current charge number for the TOWN is BY **BY289M84**.

IV. PROCEDURES

- A. Salt Loading
 - 1. SHA Shop Locations: For purposes of this Agreement, the SHA shops to be used for Salt for the TOWN, as determined by SHA, are:
 - Marlboro Salt Dome-RME-Ernie Johnson-
 - 2. Prior to a Snow Event: The TOWN will contact Ernie Johnson SHA’s Resident Maintenance Engineer (RME), or designee, of the Marlboro Shop at 301 952-0555 to arrange for the TOWN’s trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise SHA and the TOWN will determine which SHA salt storage site is appropriate to use to load the Salt onto the trucks and SHA will provide an operator to facilitate the loading of the Salt.
 - 3. During the Snow Event: The TOWN will contact the appropriate SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. SHA will then arrange for an operator to meet the TOWN truck at that location as close to the preferred time as possible without negatively affecting SHA operations. In addition, if a TOWN truck is in the vicinity of a specific dome during a Snow Event and a SHA operator is present, the TOWN truck may then be topped off, if desired. In situations where the SHA Snow Event operations are already active

when the TOWN operations begin, the TOWN can notify SHA as far in advance as possible and SHA will make every effort to provide an operator at all the locations requested to begin loading TOWN trucks with Salt.

4. Post Snow Event: The TOWN can contact the appropriate SHA shop to request re-loading after a Snow Event, and SHA will schedule the re-loading at the Parties' convenience.
5. The TOWN shall not return any unused Salt to any SHA shop.

B. Load Records

1. The TOWN shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the TOWN's name.
2. Only a SHA authorized loader operator shall load the TOWN trucks.
3. SHA shall create a written loading record that must be signed by the TOWN driver. A copy shall be given to the TOWN driver to account for every load of Salt that the TOWN receives from SHA. Each load record shall contain the following information:
 - a. truck number or license tag number,
 - b. the number of scoops/ buckets loaded,
 - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

V. PAYMENT

- A. SHA shall provide a detailed invoice to the TOWN by May 31st of each year for all actual costs incurred to provide Salt to the TOWN. The invoice shall be accompanied by normal documentation from SHA to evidence actual costs incurred.
- B. Upon request by the TOWN, SHA may provide information to include the number of buckets and estimated tonnage provided to the TOWN for each date of delivery.
- C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.
- D.

Reimbursement to SHA for the Salt during the Term, including SHA overhead, is estimated to be Two Thousand Dollars (\$2,000) and is based on quantities from the previous term, however, actual costs and tonnage may vary and the TOWN

shall reimburse SHA for all actual tonnage (which includes the delivery charge) and overhead costs.

- E. In the event of extremely heavy Salt usage, SHA reserves the right to submit progress billings to the TOWN in lieu of an annual invoice.
- F. Invoices for Salt are due within thirty (30) days of receipt.
- G. In the event SHA does not receive payment of an invoice within thirty (30) days of the TOWN's receipt, SHA will notify the TOWN of the overdue payment and provide the TOWN the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, SHA will then notify the TOWN in writing, and the parties hereby agree that SHA may make a deduction from the TOWN's share of Highway User Revenue equal to the overdue invoice amount(s) or SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of any overdue amount.

VI. GENERAL

- A. SHA does not supply brine, a pretreatment salt-based mixture.
- B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.
- C. SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2026. However, termination of this Agreement, and any Amendments thereto, is contingent on all outstanding invoices being paid by the TOWN.
- E. The TOWN shall indemnify, hold harmless and defend, at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities

performed pursuant to this Agreement by the TOWN or its contractors, agents or assigns.

- F. SHA reserves the right to limit or deny Salt to the TOWN to avoid jeopardizing SHA's snow remediation operations.
- G. This Agreement shall inure to and be binding upon the Parties, their agents, successors and assigns.
- H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.
- J. All notices and/or invoices, if to the TOWN, shall be addressed to:

Darnell Bond
Director of Public Works
14211 School Lane
Upper Marlboro, MD 20772
Phone: 301-509-4756
Fax:
E-mail: Dbond@uppermarlboromd.gov

And if to SHA:

Ernie Johnson
Resident Maintenance Engineer
State Highway Administration
6500 S.E. Crain Highway
Upper Marlboro, MD 20870
Phone: 301-952-0555
Fax:
E-mail: ejohnson1@mdot.maryland.gov

With copies to:

Derek Gunn
District Engineer, D-3
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: 301-513-7498
Fax:
Email: dgunn@mdot.maryland.gov

And,
SHA Agreements Team

Office of Procurement and Contract Management
State Highway Administration
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@mdot.maryland.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day, month and year first above written.

STATE HIGHWAY ADMINISTRATION

WITNESS

By: _____ (SEAL)
Andre Futrell
Deputy Administrator for
District Operations

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

Ernie Johnson
Resident Maintenance Engineer D-3

William J. Bertrand
Director
Office of Finance

TOWN OF UPPER MARLBORO, MARYLAND
a body corporate and politic

WITNESS

BY: _____ (Seal)
Sarah Franklin
Mayor

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Town Of Upper Marlboro Attorney

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Town of Upper Marlboro

Job Descriptions

Position Title: Town Clerk

Classification: ~~General Government~~ Management

Direct Report: ~~President and~~ Town Administrator

Town Paygrade:

Classification Description Summary

Under administrative direction of the ~~President/Mayor, Board of Town Commissioners, and~~ Town Administrator, plans, organizes, provides oversight to and participates in all Town Clerk functions, including retaining custody of and maintaining the Town's official records and history; coordinating the conduct of Town elections; directs, manages, supervises, and coordinates assigned activities and operations of the Town's Office, including the preparation of agenda and meeting materials and minutes for Town Board of Commissioners meetings; coordinate assigned activities with other divisions, departments, and outside agencies, including responding to requests for public records; and provide highly responsible and complex administrative support and technical assistance to the ~~Mayor and Town Commissioners~~ Town Administrator.

DISTINGUISHING CHARACTERISTICS

This is a single position class, which is appointed by the Mayor and Town Commissioners under authority of the Town Charter in accordance with applicable Maryland Revised Statutes, as the Town's election official, custodian of records, legislative administrator and the official collector of penalties and other revenues except general taxes and special assessments. The incumbent is responsible for accomplishing goals and objectives of the office and for furthering Town goals and objectives within general policy guidelines.

Essential Functions

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assumes management responsibility for all services and activities of the Town Clerk's Office.
- Manages s and participates s in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- ~~Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within Town policy, appropriate service and staffing levels.~~
- Maintains s custody of official records and archives of the Town; ensures s the maintenance and availability of records and information needed to provide an accurate account of government

actions; ensure historical Town records are collected and preserved; oversee the development and implementation of the Town's record management procedures and guidelines; serve as the corporate secretary and maintain custody of the Town Seal.

- ~~• Plan, direct, coordinate, and review the work plan for the Town's Office; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.~~
- ~~• Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.~~
- ~~• Oversee and participate in the development and administration of department annual budgets; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.~~
- Direct the preparation, review, and editing of agenda packets and official records for all Town Board of Commissioner meetings; ensure the recording of Town Board of Commissioners meeting actions are accurate and timely.
- Provide and manage the official notification and follow up of Town agenda items including ordinances, resolutions, agreements, deeds, and easements to the public regarding public hearings including legal advertising of notices.
- ~~• Manage the collection and deposit of Town fees, penalties and revenues except general taxes and special assessments; ensure compliance with overall Town financial goals, policies and auditor recommendations.~~
- Administer municipal elections in accordance with local, state, and federal regulations; and accept, verify and maintain filings from candidates for office.
- Attest, publish, index and file ordinances and resolutions.
- Execute official Town documents; administer and file oaths of office and oaths of allegiance.
- ~~• Serve as liaison with other Town departments, divisions and outside agencies; negotiate and resolve sensitive and controversial issues; provide guidance and direction to other departments in the development of reports, resolutions and other materials for submittal to the Town Board of Commissioners.~~
- Serve as staff to a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
- Provide responsible staff assistance to the Town Administrator.
- Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies, and procedures of the Town Clerk's Office as appropriate.
- Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field; incorporate new developments as appropriate.
- Provide assistance to internal and external customers; respond to and resolve difficult and sensitive inquiries and complaints; retrieves documents as necessary in response to requests for information.
- Assists coordination and design of communication and outreach efforts.
- Perform related duties as required.

Minimum Qualifications

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, records and information management, or a related field.

Experience:

~~Three~~ ^{Six} years of increasingly responsible professional and technical experience that includes substantial experience in a Town Clerk's Office or other public agency with similar duties as the Clerk, and two years of administrative and project management ~~and at least one year of supervisory responsibility.~~

License or Certificate:

High School Diploma or GED equivalency required. An associate degree or bachelor's degree is preferred but not required.

Possession of, or ability to obtain a Certified Municipal Clerk (CMC) accreditation within two years of employment. A Master Municipal Clerk (MMC) accreditation and Certified Records Manager (CRM) designation preferred.

Possession of a valid appropriate drivers' license.

Supplemental Information

Environment: Work is performed primarily in a standard office environment between the hours of 9am-5pm Monday through Friday with some travel to different sites. ~~Works is performed primarily in a standard office setting.~~

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Compensation & Benefits

- Current starting salary- N/A
- Full health, dental, and vision benefits
- Annual/vacation, sick, bereavement, and paternity leave.
- Maryland State Retirement System



Town of Upper Marlboro

Job Descriptions

Position Title: ~~Deputy Clerk~~/Administrative Assistant

Classification: General Government

Direct Report: Town ~~Clerk~~ Administrator

Town Paygrade:

Classification Description Summary

~~A perfect entry level position for a motivated individual interested in municipal government.~~

This position provides administrative support for all departments under the direction of the Town ~~Clerk~~ Administrator. This position is responsible for extending upon the efficiency and effectiveness of the Town's Administrative Office. The Administrative Assistant ~~Deputy Clerk~~ is the first point of contact for residents and the general public. This position requires a person who likes working with the public, is friendly and professional, detail oriented, able to prioritize and ~~can~~ multi-task effectively. Though duties will vary, records maintenance and archiving historical documents will always be the task at hand.

Essential Functions

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provides administrative assistance to the ~~Town Clerk and~~ Town Administration.
- Responds to requests for information and assistance from Town residents and citizens via phone, email, and walk-in visitors. This includes providing copying, faxing, and notarizing services to the public.
- Assists with processing payments received in person, mail, or online.
- Assists the Town Clerk with the proper filing and management of documents per the Town's Records Retention Schedule.
- Assists the Town Clerk with all meetings of the Board, sharing responsibilities of developing agendas, posting required notices, and the preparation of minutes for the permanent record.
- Collects and processes incoming mail in compliance with established policies and procedures.
- Collects and processes incoming payments for services rendered at Town Hall in compliance with established policies and procedures.
- ~~Assists with the development and drafting of new Town Legislation, Policies and Directives.~~
- ~~Assists the Town Clerk in developing and maintaining mechanisms to enable the legislative process to include annual reviews of Town policies, directives, and Charter provisions.~~

Commented [MF1]: What is Lucy's role in the financial process?

Commented [KS2R1]: Collects payments for services rendered at Town Hall.

- Assists with parking citation payment and release processing requests from mail, phone and walk-in customers.
- Assists with the posting of content and timely postings of News, Alerts and Official Notices for the Town’s Social Media outlets, Cable Access channel and Town website.
- Manages office equipment needs, establishes maintenance & upgrade schedules as needed.
- Manages the routine inventory and procurement of office supplies for the Town Hall Offices.
- Provides correspondence/contacts with State and County agencies for the Board as needed.
- Provides promotional and technical support for Town & Town Committee-sponsored events.
- Performs various management responsibilities for Special Town Projects and Events as assigned.
- Assists and supports Commissioners with Board ~~approved~~ tasks and duties approved by the Town Administrator, ensuring statutory and administrative integrity of town activities by upholding the provisions of the Town’s Charter, Ordinances, Resolutions, Policies and Directives.
- ~~Serve on the Maryland Municipal Clerk’s Association and/or other Boards & Committees.~~
- Performs related duties as required.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

High School Diploma or GED equivalency required. An associate degree or bachelor’s degree is preferred but not required.

Experience:

2-3 years of progressively responsible management, administrative, or staff experience in government or office setting that provides a broad base understanding on issues material to organizational programs, processes, and influences.

License or Certificate:

Possession of an appropriate, valid driver's license.
Become a Maryland State Notary within 90 days of start date.

~~Other~~

Physical Demands and Working Environment

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment between the hours of 9am-5pm Monday through Friday with some travel to different sites.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a

computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Compensation & Benefits

- This is an hourly/Non-Exempt position.
- Starting salary range is \$32,000 to \$49,530.
- Maryland State Retirement System
- 12+ paid holidays per year
- Medical benefits (health, dental, and vision)
- Annual/vacation, sick, bereavement, and family leave

Page | 2 ~~Deputy Clerk~~ Administrative Assistant



Town of Upper Marlboro

Job Descriptions

Position Title: Bookkeeper/~~Administrative Assistant~~

Department: General Government

Direct Report: Town Administrator

Town Paygrade 2

Job Summary: Bookkeeper job duties include working closely with the Town’s Accounting team and the Town Administrator to create and analyze financial reports and ensure legal requirements compliance, process accounts payable and receivable and manage invoices and tax payments. Position also assists with taking phone calls and assisting the public at Town Hall.

Essential Functions

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Record day to day financial transactions and complete the posting process.
- Verify that transactions are recorded in the correct day book, supplier’s ledger, customer ledger and general ledger.
- Bring the books to the trial balance stage & perform partial checks of the posting process
- Assist Accounting firm with completing tax forms as needed and process IRS 1099 forms.
- Enter data, maintain records and create reports and financial statements.
- Process accounts receivable/payable and handle payroll in a timely manner.
- Assist with processing payments received in person, mail, or online.
- Responds to requests for information and assistance from Town residents and citizens via phone, email, and walk-in visitors. This includes providing copying, faxing, and notarizing services to the public.
- Assist with payroll as needed.
- Assist with grants as needed.
- Assist the Town Administrator and Code Enforcement Officer with the Town Business License program.
- Support Department heads (General Government, Public Works, Public Safety) with monthly credit card reconciliations and budget management & reporting.
- Perform related duties as required.

Minimum Qualifications

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Handles stress effectively without interfering with performance.

- Organize, set priorities, and exercise sound independent judgement within area of responsibility.
- Operate a computer, using word processing, spreadsheet, database software, and other standard office equipment.
- Communicate clearly and effectively, both orally and in writing.
- Ability to keep office records and to prepare accurate reports from file sources.
- General knowledge of current office practices and procedures and knowledge of the operation of standard.
- Knowledge of QuickBooks or similar accounting software.
- Bilingual/Spanish Speaking preferred but not required.

Education/Training

- High School Diploma or GED equivalency required.
- Associate degree or bachelor's degree is preferred but not required.

Experience

- Two (2) years of progressively responsible administrative, or staff experience in local government or financial field.
- Broad base understanding on issues material to organizational programs, processes, and influences.
- Basic understanding of financial processes and/or payroll.

Physical Demands and Working Environment

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment

Work is performed primarily in a standard office environment and remotely during both normal office hours. Telework opportunities available. There may be rare occasions for work and after hours, weekends, and holidays.

Physical

Primary functions require sufficient physical ability and mobility to work in an outdoor event setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift min. of 20 lbs., carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

GRANTS MANAGEMENT AGREEMENT

This Business Administration & Grants Management Agreement ("Agreement") is made effective September 1st, 2023.

BETWEEN: Adrienne M. Augustus

AND: The Town of Upper Marlboro, a municipality organized and existing under the laws of the state of Maryland with its head office located at 14211 School Lane, Upper Marlboro MD 20772.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. GRANTS MANAGEMENT SERVICES

The Town of Upper Marlboro hereby employs Adrienne M. Augustus to perform the following services in accordance with the terms and conditions set forth in this agreement: Adrienne M. Augustus will consult with the officers of The Town of Upper Marlboro concerning matters relating to grants management for the Town of Upper Marlboro under the supervision of the Town Administrator, and up to 3hrs (included in total hours worked) per week assisting with Police grants and communication under the supervision of the Chief of Police.

2. TERMS OF AGREEMENT

This agreement will begin September 1st, 2023, and will end August 31st, 2023. Either party may cancel this agreement with 30 days' notice to the other party in writing by certified mail or personal delivery.

3. TIME DEVOTED BY THE CONSULTANT

It is anticipated that Adrienne M. Augustus will spend approximately 10-15 hours weekly fulfilling the obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of 40 hours per month to their duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

Adrienne M. Augustus will perform most services in accordance with this contract at a location of her discretion. In addition, Adrienne M. Augustus will perform services on the telephone, computer, and at times at the Town of Upper Marlboro location and such other places as necessary to perform these services in accordance with this agreement.

5. PAYMENT TO THE COMPANY

Adrienne M. Augustus will be paid at the rate of \$2,200 per month for 40 hours of work, and \$43 per hour for work done over 60 hours per month, for work performed in accordance with this agreement. Adrienne M. Augustus will submit a monthly invoice and itemized statement setting forth the time spent, and services rendered, and the Town of Upper Marlboro will pay the company the amounts due as indicated by statements submitted by Adrienne M. Augustus within 15-30 days of receipt.

6. COMPANY CONSULTANT

Adrienne M. Augustus agrees that the consultant will act as an independent contractor in the performance of her duties under this contract. Accordingly, Adrienne M. Augustus shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract.

7. CONFIDENTIAL INFORMATION

Adrienne M. Augustus agrees that any information received by The Town of Upper Marlboro during any furtherance of her obligations in accordance with this contract, which concerns the personal, financial, or other affairs of The Town of Upper Marlboro will be treated by Adrienne M. Augustus in full confidence and will not be revealed to any other persons, firms, or organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Adrienne M. Augustus

Date

Town of Upper Marlboro
Mayor Sarah Franklin

Date



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

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

info@uppermarlboromd.gov
www.uppermarlboromd.gov

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

Request for Proposals

Town of Upper Marlboro Town Attorney

RFP # UM 2023-05

Project Overview: The Town of Upper Marlboro invites the submittal of responses to this Request for Proposals (RFP) from qualified Firm(s) interested in providing legal services as the Town Attorney. The Town intends to consider Firms and/or individuals who possess the professional and administrative capabilities to provide the scope of services detailed below. This RFP is being released as a part of the Town's routine reevaluation of all professional service contracts to ensure the responsible use of tax dollars.

Scope of Project: This RFP is for a 24-month contract with the Town, with the option for renewal beginning September 1st, 2025. Town Elected Officials will participate in the process of selecting the appropriate firm. The areas of legal work to be provided by the Town Attorney may include the items listed below. While this list is representative of the areas of work required, it is not exhaustive, and, by submitting a proposal, respondents acknowledge and agree that if selected, they will perform work in other areas as may be requested by the Town and acknowledge and agree that some of such work may be assigned to other attorneys.

1. General Legal Guidance: Advise the President and Board of Town Commissioners and Town Administrator on legal questions arising in the conduct of Town business.
2. Prepare Legislation: Prepare and/or revise resolutions and ordinances when requested by the President and Board of Town Commissioners or Town Administrator.
3. Give Opinions: Give opinions on any municipal legal matter or question submitted to them by the President and Board of Town Commissioners or Town Administrator.
4. Attend Council Meetings: As requested, attend President and Board of Town Commissioners meetings or other related meetings. President and Board of Town Commissioners Work Session Meetings are held on the second (2nd) Thursday of each month. Meetings begin at 7:00 p.m. Legislative Meetings are held on the fourth (4th) Thursday of each month. Meetings begin at 7:00 p.m.
5. Application Review: When applicable, provide a review, oversight, and legal advice concerning permit and other applications to the Town.
6. Prepare Legal Instruments: Prepare for execution or review of contracts, deeds, and other instruments to which the Town is a party when so requested by the President and Board of Town Commissioners or Town Administrator.
7. Prosecute Claims and Defend the Town and its Officials and Employees: Under the direction of the President and Board of Town Commissioners, prosecute legal claims on behalf of the Town and defend the Town and its officials and employees in any action or claim against them in their official capacity. In those claims where the Town's insurance company has appointed legal counsel, the Town attorney shall provide only those services requested by the President and Board of Town Commissioners.
8. Make Reports: Immediately report to the Town Administrator (or designee) and President and Board of Town Commissioners the filing of any litigation against the Town, update the

President, Board of Town Commissioners, and Town Administrator on pending litigation on a regular basis, and inform the President, Board of Town Commissioners and Town Administrator of the final outcome of any such claims. Provide the President, Board of Town Commissioners, and Town Administrator with a monthly report of all work performed on their behalf.

- 9. Real Estate: Prepare or review deeds, easements, and contracts pertaining to real estate and/or property being acquired or sold by the Town.
- 10. Keep Records: Keep records as required for attorneys general and in compliance with rules for retention of local government records.
- 11. Public Information Act: Handle or provide advice regarding Public Information Act requests.
- 12. Personnel Matters: Advise the President, Board of Town Commissioners, Town Administrator, and Department Heads on personnel issues.
- 13. Annexation: Provide Guidance to the Board of Town Commissioners and Town Administrator on annexation and prepare necessary legal documentation.
- 14. Municipal Elections: Provide Guidance to the Town Administrator, Town Clerk, and Board of Supervisors of Elections on the proper conduct of the Town’s elections.

Qualifications and Experience of Legal Counsel: Each applicant should have at least five (5) or more years of experience as a Municipal attorney, preferably experience with small cities and towns in Maryland. The proposal must include the names of all attorneys within the firm who will be providing legal services to the Town. The proposal should demonstrate the qualifications, competence, and capacity of the attorneys to represent the Town in each of the municipal legal services areas listed above.

Deadline: Responses to this RFP are to be submitted by **Friday, October 27th, 2023**, at 5 p.m. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: Info@UpperMarlboroMD.gov. In-Person: Upper Marlboro Town Hall, 14211 School Lane, Upper Marlboro MD 20772.

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

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

General Conditions The following general conditions apply:

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

Compensation: Each applicant must include hourly rates for legal services. Please include the rate for each attorney that would be working with the Town. Each applicant must state the

compensation that will be required for the services of the applicant and must specify the minimum time increments for billing. Itemized bills, including the subject matter, date, time, description of service, and individual requesting the service, will be required to be submitted before each payment will be made by the Town of Upper Marlboro. Such bills shall be submitted monthly. Billing for services shall be explained in detail, including all support services and costs such as paralegal, clerical, supplies, mileage, electronic research, and other expenses. Applicants also shall list any services that will be provided free of charge, such as attendance at annual, special Town meetings and/or any non-charges, in-house expenses. Each applicant shall provide an explanation of how the Town will be billed for consultations between two-attorney who are both members of your legal team (if applicable). The Town also requests information about how applicants bill for informational correspondence (i.e., courtesy copies and emails, other billing practices, etc.) The applicant shall state whether the mileage associated with traveling on Town business will be billed to the client.

Insurance: The bidder must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the Town prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract as evidence of compliance with this provision. The Town of Upper Marlboro must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the Town of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the Town Administrator.

Coverage Amount or Limits Workers Compensation, Bodily injury by Accident (each) \$100,000 Disease (policy limits) \$500,000 Disease (each employee) \$100,000 Commercial General Liability \$500,000 (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.) Minimum Automobile Liability (Including owned, hired, and non-owned automobiles.) Bodily injury, each person \$250,000 Bodily injury, each occurrence \$500,000 Property damage, each occurrence \$300,000 Professional Liability \$1,000,000 for errors, omissions, and negligent acts, per claim and Aggregate, Professional Liability (for professional services contracts) \$1,000,000.00 (For errors, omission, and negligent acts, per claim and Aggregate, with one-year discovery period and a maximum deductible of \$25,000)

Client References: Each applicant must provide clients and references with email addresses and phone numbers that may be contacted by the Town in connection with the proposal.

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

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

Anti-Lobbying Provision: Vendors must indicate through written promise within the proposal cover letter that Proposer’s officers, employees, agents, consultants, or lobbyists will not attempt to lobby or influence a vote or recommendation related to the Vendor’s proposal submitted in

response to this RFP; directly or indirectly, through any contact with Town Commissioner or other Town officials between the date that the request is sent out and the date the contract resulting here from is awarded by the Board of Town Commissioners. Such behavior may be an immediate cause for rejection of the Vendor's proposal.

Point of Contact: John Hoatson, Town Clerk, can be reached at 301-627-6905 or clerk@UpperMarlboroMD.gov with any questions.

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

The Town of Upper Marlboro
Request for Proposals
Church Street Parking Lot Improvements
RFP # UM 2023-03

Project Overview: The Town of Upper Marlboro is seeking proposals from construction firms to improve the Church Street Public Parking lot below at 14525 Church Street, Upper Marlboro, MD 20772. Improvements include lighting, stormwater, and paving upgrades, and preparing for the future installation of charging stations and parking kiosks.

Existing Conditions: The lot currently has 30 spaces, no electrical access, and is approximately 16,510 square feet, with a gravel base.

Scope of Work: Below are the improvements the Town is looking to make to the parking lot. These improvements are made up of three phased elements. The bidder may bid on a single element or more. The Town wished to pursue a one-dig policy for the work on the lot with regard to timing.

Electric & Lighting:

- Installation of LED pole lighting with motion light dimmers
- Pepco electrical drop to power lighting and future charging stations.
- Installation of concrete pads and conduits for vehicle charging stations (four vehicles) and up to two IPS MS3™ Pay Station kiosks. This proposal does not include the installation of charging stations and pay kiosks.
- Planning and light site preparation for the future installation of solar canopies.

Stormwater Management:

- Design and installation of stormwater management.
- Installation of a rain garden in the center of the lot between parking rows.

Paving:

- Paving the existing gravel parking lot with asphalt, permeable pavement/pavers, or a combination that maximizes vehicle parking spaces.
- Space stripping and installation of new rubber parking stops.

Budget: The Town's budget for each section of this project is \$100,000, All bids should be itemized based on the level of completion that your firm can provide.

Deadline: Responses to this RFP are to be submitted by Thursday, September 7th, 2023, at 5pm.

By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email:

Info@UpperMarlboroMD.gov. In-Person: Upper Marlboro Town Hall 14211 School Lane Upper Marlboro MD 20772.

Selection Process and Criteria: Town Elected Officials will participate in the process of selecting the appropriate firm.

Point of Contact: Darnell Bond, Director of Public Works, can be reached at 301-627-6905 or dbond@UpperMarlboroMD.gov with any questions.

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

The Town of Upper Marlboro

RESOLUTION: 2023-19
SESSION: Regular Town Meeting
DATED: September 26, 2023

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE NIBIN (NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK) ENFORCEMENT SUPPORT SYSTEM (NESS)

WHEREAS, the Town Charter, Section 82-16(2)(m) authorizes the Board of Commissioners (Board) to pass certain legislation to make agreements with other municipalities, counties, districts, bureaus, commissions, and governmental authorities for the joint performance of or for cooperation in the performance of any governmental functions; and

WHEREAS, Ordinance No. 2020-04, § 5 enacted on March 24, 2020 states that in addition to and/or in connection with the exercise of the powers specified in said article, the President/Mayor shall, in carrying out the provisions thereof: (1) Utilize to the maximum extent practicable the services, equipment, supplies and facilities of existing departments, offices, and agencies of the Town, including the Town community emergency response team (CERT), state, counties and other municipal corporations organized under the laws of the state consistent with any applicable intergovernmental agreements (i.e., memoranda of understanding); and

WHEREAS, pursuant to said Section 2-105(e)(1) of the Annotated Code of Maryland, the governing body of a county or municipal corporation may make a reciprocal agreement for the period that it considers advisable with a county, or municipal corporation, within or outside the State, and establish and carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment; and

WHEREAS, the Board finds that the use of the NESS system is provided without charge to the NESS Partner Agency and the purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS, and that the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency, and the agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users, and these POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User's account; and

WHEREAS, the Board further finds that the subject MOU establishes and defines a partnership between the parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution; and

WHEREAS, the Board of Town Commissioners concludes that it will be advantageous for the Town to execute a memorandum of understanding regarding the NIBIN Enforcement Support System (NESS) with the Bureau of Alcohol, Tobacco, Firearms and Explosives.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO that the Board, concurs with and approves the intergovernmental agreement entitled “Memorandum of Understanding Regarding the NIBIN Enforcement Support System (NESS)” attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the appointments by the Chief of Police of the primary and alternate POCs within the Upper Marlboro Police Department as indicated in Art. IV of said MOU to carry out the responsibilities and procedures stated therein; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage and that the President/Mayor or her designee is authorized to execute the subject MOU and any related documents.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the ___ day of _____, 2023.

ATTEST:

THE TOWN OF UPPER MARLBORO

Clerk: John Hoatson

Sarah Franklin, President

Date: _____

Charles Colbert, Commissioner

Thomas Hanchett, Commissioner

Karen Lott, Commissioner

Linda Pennoyer, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed. IN WITNESS WHEREOF, I have hereunto set my hand and seal of the municipal corporation, this 26th day of September 2023.

John Hoatson, Town Clerk

Memorandum of Agreement

Time to Care Act Insurance Collaborative

Effective October 1, 2023

1. Introduction

The Maryland Time to Care Act (TCA) allows employers to purchase insurance to fulfill their obligations to provide TCA paid leave to employees, instead of contributing to the State Plan. It is anticipated that lower insurance premiums can be obtained when employers jointly procure the required TCA insurance.

This Memorandum of Agreement (Agreement) sets forth the basis for members of the Maryland Association of Boards of Education (MABE), the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML) to participate in the Time to Care Act Insurance Collaborative.

MABE and MACo are founding Participating Employers in the Collaborative. Any member in good standing of MABE or MACo, including independent affiliated units that are supported by or a component unit of the member, may become a Participating Employer in the Collaborative by signing the Acknowledgment at the end of this Agreement. Any member in good standing of MML with at least 15 employees (counted for purposes of Section 4 below) may also become a Participating Employer in the Collaborative by signing the Acknowledgment.

The Collaborative is not a legal entity. It is a joint venture among Participating Employers on the terms set forth herein.

In case of any conflict between this Agreement and the articles of incorporation of MABE and MACo, the provisions of the articles of incorporation will control.

2. Services Provided

The Collaborative expects to provide the following services for Participating Employers:

- Prepare and circulate a Request For Proposal to insurance carriers to provide insurance coverage that qualifies as a TCA Equivalent Private Insurance Plan.
- Interface with insurance carrier(s) to support Participating Employers when purchasing TCA insurance coverage.
- Access to reduced rates for TCA consulting services provided by Bolton Partners.
- Represent the interests of Participating Employers to State of Maryland authorities with TCA enforcement responsibility.

- Such other services as are appropriate to further the purposes of the Collaborative.

3. Assets and Expenses

The Collaborative is not expected to hold assets in its own name. The Collaborative will incur expenses in furtherance of its services described in this Agreement. Expenses will be funded by membership fees paid by Participating Employers and other sources of revenue as the Collaborative may have. Fees and other revenue will be held in a bank account titled in the name of MABE, which will serve as the Collaborative's custodian. The custodian will be responsible for amounts held in that account as agent for all Participating Employers, and will keep adequate records of all deposits to and disbursements from the account.

4. Membership Fees

Participating Employers must pay membership fees for each Fee Year, determined by the following schedule:

Fewer than 200 employees	\$3,000
200 to 499 employees	\$5,000
500 to 999 employees	\$ 7,500
1,000 to 1,999 employees	\$10,000
2,000 or more employees	\$12,500

- The first Fee Year is October 1, 2023 – September 30, 2024.
- The second Fee Year is October 1, 2024 – December 31, 2025 (a long year).
- The third Fee Year is January 1, 2026 – December 31, 2026.
- Any Fee Year thereafter is the calendar year.

Membership fees for the first Fee Year are due within 30 days after an Employer joins the Collaborative. Thereafter, fees are due before the first day of each following Fee Year.

Employee counts are determined as of the June 30 preceding the due date of a fee payment. Employees are counted if they meet the eligibility requirements for TCA benefits on that date.

If an employer joins the Collaborative on or after October 1, 2023, the employer must pay membership fees determined as though it joined the Collaborative before October 1, 2023.

It is understood that the membership fees set forth above are based on estimates of the amounts needed to operate the Collaborative. Actual operating experience may call for increases or decreases in the membership fees, as determined by the Administrative Committee.

5. Administrative Committee

The Collaborative's day to day affairs, including incurring and payment of expenses, will be overseen by the Administrative Committee. The Committee will consist of two members

appointed by MABE and two members appointed by MACo. In addition, the Executive Directors of MABE and MACo, or their designees, will be ex officio members of the Committee.

The Committee will meet at such times and via such formats as the Committee determines. The Committee will act by majority vote of its members. No Committee member will be personally responsible for any debt or obligation of the Collaborative or of any Participating Employer.

The Committee has the discretionary authority to interpret this Agreement and to make any findings of fact necessary to carry out this Agreement and the purposes of the Collaborative.

A Committee member may resign at any time by submitting a written notice of resignation to the entity that appointed the member. A Committee member may be removed at any time for any reason, by action of the entity that appointed the member.

6. Amendment and Interpretation of Agreement

This Agreement may be amended by joint agreement of MABE and MACo. Any amendment is binding on all Participating Employers.

This Agreement will be interpreted to comply with the TCA and regulations issued under the TCA, including regulations issued by the Maryland Insurance Administration regarding TCA insurance policies.

7. Withdrawal and Removal from Collaborative

A Participating Employer may withdraw from the Collaborative by giving 30 days advance written notice to the Committee (or upon such shorter notice period as the Committee may accept). A Participating Employer may be removed from the Collaborative by joint agreement of MABE and MACo if the Employer ceases to be a member in good standing of MABE, MACo or MML, or is not in compliance with its obligations under this Agreement. No membership fees will be refunded upon withdrawal or removal from the Collaborative.

A Participating Employer that withdraws or is removed from the Collaborative is thereafter ineligible to purchase any TCA insurance policy arranged by the Collaborative. If a TCA insurance policy arranged by the Collaborative is in effect at the time of withdrawal or removal, ineligibility takes effect at the next renewal of the policy.

8. Termination of Collaborative

The Collaborative will cease to exist when all Participating Employers have withdrawn, or when MABE and MACo jointly agree to terminate the Collaborative. Any amounts remaining in the bank account maintained for the Collaborative will be returned to Participating Employers as determined by MABE and MACo.

9. Failure to Purchase and Maintain TCA Insurance

A Participating Employer that does not purchase and maintain a TCA insurance policy arranged by the Collaborative is automatically removed from the Collaborative effective upon the date the Employer's alternative compliance with the TCA takes effect. However, removal will not apply (1) if the premium rate under the TCA insurance policy exceeds the State Plan required contribution rate or (2) if the purchase and maintenance of the TCA insurance policy would conflict with the Participating Employer's obligations under a collective bargaining agreement.

ACKNOWLEDGMENT

By signing below, the Participating Employer agrees to join the Collaborative and to be bound by this Agreement.

Employer name: _____

By: _____

Name and Title: _____

Date: _____

The Administrative Committee hereby confirms receipt of the Participating Employer's Acknowledgment.

By: _____

Name: _____

Date: _____

Statement of Intent to Join TCA Insurance Collaborative

[[MUNICIPALITY LETTERHEAD/LOGO]]

September __, 2023

Theresa Kuhns
Chief Executive Officer
Maryland Municipal League
47 State Circle, Suite 403
Annapolis, MD 21401

Re: Time to Care Act Insurance Collaborative

Dear Ms. Kuhns:

The undersigned, a duly authorized official of [[municipality name]], hereby confirms that [[municipality]] intends to join the Time to Care Act Insurance Collaborative in accordance with the attached Memorandum of Agreement, and that the undersigned has recommended to [[municipality’s governing board]] that the [[municipality]] so join the Collaborative.

[[ENTITY NAME]]

By: _____

Name: _____

Title: _____

Municipality: _____

Membership Fee, non-refundable (due by October 15, 2023) (payment details to be provided upon receipt of the statement of intent)

- Fewer than 200 employees \$3,000
- 200 to 499 employees \$5,000
- 500 to 999 employees \$ 7,500
- 1,000 to 1,999 employees \$10,000
- 2,000 or more employees \$12,500

General Assembly Passes Modifications to the Time to Care Act

DATE May 08, 2023 **TYPE** [Publications](#) **AUTHOR** [Bacharach, Charles R. Foley, Tonya R.](#) **TEAMS** [Employment](#)

In 2022, the Maryland Legislature passed the Time to Care Act (TCA), which affects every Maryland employee and requires contributions from almost all Maryland employers with 15 or more employees, overriding then-Governor Hogan’s veto. The TCA will give Maryland workers access to paid family and medical leave through a state-administered fund financed by employee and employer contributions. To view our 2022 Article on the TCA, click [here](#).

During the 2023 legislative session, Maryland lawmakers addressed some issues left unresolved by the TCA. Although much of the act was left untouched, the General Assembly did make some notable modifications.

Delayed Start Dates

Employer and employee contributions to the fund were initially scheduled to begin on October 1, 2023. That date has now been pushed back a year, to October 1, 2024. Similarly, the start date for employees to begin receiving benefit payments was pushed back one year from January 1, 2025 to January 1, 2026. Finally, the date by which the Secretary of Labor is required to adopt regulations implementing the TCA has been pushed back six months, from June 1, 2023 to January 1, 2024.

“Family Member” Further Expanded

As originally enacted, the TCA already had a broader definition of “family member” than the federal Family and Medical Leave Act (FMLA), additionally including biological, step and foster parents-in-law, grandparents, grandchildren and siblings. The 2023 TCA amendments further expanded that definition to include “domestic partners”. The amendments, however, do not specify who will be considered a “domestic partner.” Hopefully, the Maryland Department of Labor (“MDOL”) will provide clarification when it issues regulations.

Adoption/Foster Care/Kinship Care Expanded

The TCA covered leave to care for a child after the placement of the child through foster care, kinship care or adoption. The amendments expand the basis of leave to also include the period “during the process” prior to placement. Additionally, while the TCA provides up to 12 weeks leave to “care for” a child during first year after birth – the 2023 amendments clarify that the available leave includes time to “bond.”

Rate of Contribution

The TCA requires the Secretary of Labor to set an initial contribution rate that will apply to all “wages” up to and including the Social Security wage base. A definition added by the 2023 TCA amendments specifies that “wages” includes hourly wages or salary, commissions, compensatory pay, severance pay, holiday/vacation pay, any other type of employer-paid leave, and tips or gratuities.

The contribution rate must be set by the MDOL by October 1, 2023 and cannot exceed 1.2 % of an employee’s covered wages up to the Social Security wage base. The designated contribution rate will remain in place from October 1, 2024 through June 30, 2026. Thereafter, MDOL is required to conduct an annual cost analysis of the program and determine whether there will be any adjustment to the rate of contribution. The contribution rate must be subsequently set by MDOL on or before February 1 each year, starting with 2026, for the 12-month period beginning on the following July 1.

The amendments also set the cost-sharing ratio that will be applied to the required contributions. For the period starting October 1, 2024, 50% of the contributions must be paid by the employer and 50% by each employee, although employers may elect to cover some or all of their employees’ shares.

Benefits Cap

The 2023 TCA amendments prohibit workers from collecting more than 100% of an individual employee’s average weekly wage. This cap applies whether an individual is receiving benefits only under the TCA or a combination of the TCA and employer-provided leave benefits.

Interaction Between TCA and FMLA

In many (but not all) cases, an employee may be eligible for leave under both the TCA and FMLA. The TCA initially provided that TCA leave would run concurrently with federal FMLA leave. As amended, however, the MDOL may choose to count an employee's federal FMLA leave time against an employee's available benefits under the TCA if:

- the leave is taken for the same purpose;
- the employee is eligible for benefits under both federal FMLA and the TCA;
- the employer designates the leave period as FMLA leave;
- the employer informs the employee of their eligibility for benefits under the TCA; and
- the employee declines to apply for benefits under the TCA.

The amendment does not indicate how MDOL will find out if the employee is eligible for but declined TCA leave or what criteria MDOL will use to determine whether to count the leave against the employee's TCA balance.

Exhaustion of Employer Provided Leave

The TCA provided that an employee must exhaust all employer-provided leave before receiving benefits under the TCA. The amendments reverse course and provide that an employer may not require an employee to use or exhaust their paid vacation, paid sick leave, or other paid time off before or while receiving paid leave under the TCA.

The rule against requiring employees to use their employer provide leave comes with two exceptions. First, an employee and an employer may agree to allow the employee to use employer-provided leave benefits to supplement the TCA benefits, so that the employee may receive up to 100% of the employee's average weekly wages while on leave. Second, an employer can require that TCA benefits be made concurrently with leave under an employer plan if leave is for: i) parental care; ii) family care; iii) military leave, or iv) leave under a disability policy. That exception is not applicable when the employee takes leave for their own medical condition.

Community Provider Reimbursement

The TCA provided that it was “the intent” of the General Assembly that the state pay the required contributions for some community providers serving those with developmental, mental health and substance disorders. The amendments clarify that eligible employers will receive reimbursement from the Department of Health for some or all of their employer contributions. Reimbursement is to be made on at least a quarterly basis.

The amendments specify several types of providers that will be eligible for reimbursement of some employer contributions to the TCA fund:

- Community providers licensed or certified under Title 7 (Developmental Disabilities Law) will be reimbursed for 100% of their contributions for those employees who manage or provide services under Title 7.
- Community providers licensed or certified under Title 7.5 (Behavioral Health Administration) of the Health-General Article will be reimbursed a percentage of the employer contribution for those employees who manage or provide services under Title 7.5 equal to the percentage of revenue that is attributable to federal and state Medicaid funding and other state funding received by the community provider.
- Providers of nursing home services, medical day care services, private duty nursing services, personal care services, home- and community-based services, and services provided through the Community First Choice program, will be reimbursed a percentage of the employer contribution equal to the percentage of revenue attributable to federal and state Medicaid and other state funding received by the provider.

The amendments do not define what entities qualify as a “community provider” or what will be included in “revenue” to make these reimbursement determinations. Regulations to be issued by MDOL may address these issues.

Private Employer Plans

The TCA provides that employers may choose to opt-out of the state-administered fund by providing coverage through a private plan consisting of employer-provided benefits, insurance, or a combination of both. To the

extent an employer utilizes insurance to fund a private plan, the 2023 TCA amendments require that the insurance must be procured through an insurer certified by the Maryland Insurance Commissioner. Employers utilizing private plans are also restricted from deducting more from an employee's wages than the maximum rate set by the MDOL, even if the employer plan provides benefits higher than benefits allowed under the TCA.

Timing: Employee Application for Benefits

The amendments provide that an individual may file an application for benefits not earlier than 60 days prior to the anticipated start of the leave, but not later than 60 days after the start date of the leave. The MDOL may waive the filing deadline for "good cause" and may delay or deny benefits if the applicant cannot show "good cause" for the failing to submit a complete application on time.

Conclusion

The 2023 TCA Amendments resolved some of the issues left open in 2022 , however, some questions were left unanswered and new questions were created. Although the start dates for contributions and benefits have been delayed, employers should begin planning to implement the TCA in their workplace. In particular, employers should consider whether they will use a private plan to fund TCA leave benefits and how they will incorporate TCA leave in their existing program.

If you need further information about or assistance with implementation of the Time to Care Act, contact:

Charles R. Bacharach
410-576-4169 • cbacharach@gfrlaw.com

Tonya R. Foley
410-576-4238 • tfoley@gfrlaw.com