

CITY COUNCIL AGENDA

1. Call To Order

2. Roll Call

3. Meditation And Pledge Of Allegiance To The Flag

4. Consent Agenda - Approval Of Staff Recommendations

*(Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)*

5. Approval Of Agenda And Additions

6. Presentations

7. Petitions And Requests

(Petitions received at the meeting will not be acted upon by the City Council at this meeting unless Council waives its Standing Rules)

8. Minutes Of Council Meetings

- o. Minutes, Regular Meeting, December 14, 2015

Documents: [DRAFT MINUTES, 12-14-15.PDF](#)

- o. Minutes, Special Meeting, January 4, 2016

Documents: [DRAFT MINUTES, 01-04-16.PDF](#)

- o. Minutes, Work Session, January 6, 2016

Documents: [DRAFT MINUTES, 01-06-16.PDF](#)

9. Administrative Reports

10. *Committee Reports

- o. * Committee Reports

Park and Recreation Advisory Board, Report #2016-1 (Recognition Group Application): It is recommended that Council accept this report and consider it on the agenda of the next meeting. (CM)

11. An Ordinance Of The Council Of The City Of Greenbelt Authorizing The Acquisition By Negotiated Purchase Of Certain Real Property Known As 10-A Crescent Road, Greenbelt, Maryland Which Is Needed For A Public Purpose, Namely A Museum, For An Amount Not To Exceed Two Hundred Thousand Dollars (\$200,000) Plus Related Costs

- 2nd Reading, Adoption

Reference:
Ordinance

The City has the opportunity to acquire the Greenbelt Homes, Inc. (GHI) unit at 10-A Crescent Road which is next to the Greenbelt Museum at 10-B Crescent Road. These

units are the only two units at that address. (In GHI language, it would be to purchase the Right of Perpetual Use.)

The current Greenbelt Museum building was acquired by the City as part of its 50th anniversary in 1987. From the time the museum unit was acquired, persons associated with the museum have expressed an interest in 10-A being acquired as well for museum purposes. The unit at 10-A could become the office space for museum staff which would enable the museum to be available for tours on a more frequent basis. It would also provide space for hosting larger tour groups, provide space for researchers interested in Greenbelt, and present a comparison of original Greenbelt homes "then and now."

The residents of 10-A, the Dwyers, had always been good neighbors to the museum, sharing information with interested visitors when the museum was closed. Another resident might not be so accommodating of these types of intrusions. The Dwyers resided in the home for 59 years and as such it is unknown when the unit might become available again. Discussions with Thomas Dwyer, who is executor of the estate, indicate he is willing to sell the unit to the City for \$200,000 which is less than its appraised value.

A public hearing for this acquisition was held during Council's regular meeting on December 14, 2015.

Ms. Davis introduced this ordinance for first reading at the last meeting. It is recommended the ordinance be introduced for second reading and moved for adoption tonight. (MPM)

Documents: [11-DRAFT ORDINANCE.PDF](#), [11-EXHIBIT A.PDF](#)

12. A Resolution To Authorize The Negotiated Purchase Of Canine Turf For The Greenbelt Animal Shelter And The Greenbelt Dog Park From East Coast Surfacing Of Rock Hall, Maryland At A Cost Of \$20,940

-2nd Reading, Adoption

Reference:
Resolution
East Coast Surfacing Quote, 12/15/2015

Included in the FY 2016 budget is \$15,000 for the installation of canine turf at the Greenbelt Animal Shelter. It has not been possible to maintain a grass yard at the animal shelter due to the heavy use by dogs, poor drainage and lack of sunlight. This has resulted in a yard that is often wet and muddy. The condition of the yard causes the dogs to become wet and dirty when in the yard and this in turn results in the interior of the shelter becoming dirty and therefore requiring increased maintenance by shelter staff and increased costs for maintenance materials.

There have been similar problems with yard care at the dog park and the city has received complaints from park users about the condition of the yard. There has been discussion of using canine turf in the dog park in addition to the animal shelter yard. This would allow an opportunity to evaluate the durability of the canine turf under dog park conditions and also will allow dog park users the chance to test out the canine turf and offer feedback.

Staff obtained quotes from two companies for the installation of canine turf in the rear and side yards of the animal control facility. An additional quote was obtained for a small test area for canine turf at the dog park. The best quote was received by East Coast Surfacing at a cost of \$18,440 for the animal control facility rear and side yards, and \$2,500 for a 15' by 15' test area at the dog park. The combined total for the animal

control facility yard and the dog park test area is \$20,940. There are sufficient funds in the Capital Projects Fund to cover the additional cost.

Ms. Pope introduced this resolution for first reading at the last meeting. It is recommended the resolution be introduced for second reading and moved for adoption tonight. (CC)

Documents: [12-DRAFT RESOLUTION.PDF](#), [12-EAST COAST SURFACING QUOTE.PDF](#)

13. Advisory Committee On Education, Report #2016-1 (Grant Proposals – 2016)

14. State Legislation

Reference:

Email, Todd Turner, 1/21/16

Memorandum, Terri Hruby, 1/5/16

PG/MC 110-16

PG/MC 111-16

PG 404-16

Email, David Moran, 1/12/16

SB 57/HB 31

PG/MC 110 – Land Use Permit Review – Consolidation

This bill would remove the Maryland-National Capital Park & Planning Commission (M-NCCPC) from the review of certain permit applications related to zoning and subdivision. Instead, the County Department of Permits, Inspections and Enforcement (DPIE) would review and approve these permits.

Permits associated with detailed site plans, subdivision plans, recreational facilities, traffic review, natural resources, historic work area, landscaping and signage would no longer be referred to M-NCCPC for review and approval. Staff is concerned about the process proposed, which would eliminate review by M-NCCPC trained planners who understand the complexity of the County's Zoning Ordinance and have experience reviewing complex plans and approval conditions.

Included in Council's packet is an email from County Council Member Turner which indicates the County Council has not commented on this bill yet. Council can support, oppose or not act on PG/MC 110 at this time. (DEM)

PG/MC 111 – Land Use - Zoning Powers and Review

This legislation is a response to a recent court case, *Prince George's County v. Zimmer Development Company* which found that the District Council only has appellate jurisdiction to review Planning Board decisions. This case greatly limits the long-standing practice by the District Council of reviewing cases.

The bill would take the zoning powers of the Planning Board and Board of Appeals and vest them with the District Council. It is an effort to codify that the District Council has original jurisdiction over these matters, thus making the Planning Board subordinate to the District Council.

At the City's Legislative Dinner on December 15, County Council Member Turner requested the City support this bill. Included in Council's packet is a memorandum detailing staff's concerns with PG/MC 111.

County Council Member Turner has also commented on this bill in the aforementioned email. He is requesting Council take no position on PG/MC 111 at this time. (DEM)

PG 404 – County Disposable Bag Fee

This enabling legislation would allow the County to impose a fee on retail establishments for the use of disposable plastic bags. The fee cannot exceed five cents per bag. The proposed law would not apply to bags for certain uses (bulk items, flowers, newspapers, etc.). This local bill would only apply in Prince George's County. Senator Pinsky sponsored this bill.

The City supported similar legislation since 2011. The language that the fee be imposed on the store is consistent with past bills.

It is recommended Council support PG 404-16. (DEM)

Council tabled this item at the last meeting. Debate on this agenda item may be resumed by a majority vote of Council.

SB 57/HB 31 – Community Cleanup & Greening Act

This legislation would establish a statewide bag fee for disposable carryout bags (both paper and plastic). The fee would be 10 cents per bag. Stores could keep 5 cents per bag or 7 cents if they have a customer bag credit program. The County would keep the rest of the fee and these revenues must be used for certain purposes including: community greening, stormwater control, litter cleanup, recycling programs, etc. The City supported similar legislation last year.

It is recommended Council support SB 57/HB 31 with an amendment to reflect that revenues collected within a municipality are returned to that municipality. (DEM)

Documents: [14-EMAIL, TODD TURNER.PDF](#), [14-MEMORANDUM, T. HRUBY.PDF](#), [14-PG-MC 110-16.PDF](#), [14-PG-MC 111-16.PDF](#), [14-PG 404-16.PDF](#), [14-EMAIL, D. MORAN.PDF](#), [14-SB 57-HB 31.PDF](#)

15. Council Reports

16. * Playground Surfacing – 1 Court Southway

At its work session on January 13, Council discussed playground surfacing at 1 Court Southway. There was Council consensus to replace the shredded rubber surfacing with engineered wood fiber at this playground. Staff believes this work can be accomplished in the early spring, weather permitting.

Staff will follow-up with Windsor Green, Greenwood Village and Greenbelt Homes regarding replacement of the shredded rubber surfacing located in these playgrounds.

Approval of this item on the consent agenda will direct staff to proceed as outlined above. (DEM)

17. * Reappointment To Advisory Group

Reference:
Reappointment Application

Betty Timer has indicated her willingness to continue to serve on the Senior Citizens Advisory Committee (SCAC). Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Timer to a new term on SCAC. (CM)

18. * Resignation From Advisory Group

Reference:

Email, K. Cavigelli, 01/11/2016

Katia Cavigelli has submitted her resignation from the Youth Advisory Committee.
Approval of this item on the consent agenda will indicate Council's intent to accept her resignation with regret. (CM)

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, December 14, 2015.

Mayor Jordan called the meeting to order at 8:01 p.m.

ROLL CALL was answered by Councilmembers Judith F. Davis, Konrad E. Herling, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts and Mayor Emmett V. Jordan.

ALSO PRESENT were Michael McLaughlin, City Manager; David Moran, Assistant City Manager; Karen Ruff, Associate of the City Solicitor; and Cindy Murray, City Clerk.

Mayor Jordan asked for a moment of silence in memory of residents Helen Rafferty, Willem Scheltema and Magdalene Fuchs, and former residents Catherine Vanderzon, James Joseph Schultz and Mary Ellen Lentz. Mr. Roberts then led the pledge of allegiance to the flag.

APPROVAL OF CONSENT AGENDA: Ms. Davis moved that the consent agenda be approved. Ms. Pope seconded. The motion passed 7-0.

Council thereby took the following actions:

Minutes:

Work Session, August 31, 2015
Work Session, November 9, 2015
Charter Meeting, November 9, 2015
Approved as Presented

Appointment of Councilmembers to City Boards and Committees: Council approved the following liaison assignments to various City advisory boards and committees:

Advisory Committee on Education	- Ms. Mach
Advisory Planning Board	- Ms. Davis
Arts Advisory Board	- Ms. Davis
Community Relations Advisory Board	- Mr. Putens
Forest Preserve Advisory Board	- Mr. Roberts
Greenbelt Advisory Committee on Environmental Sustainability	- Mr. Herling
Park and Recreation Advisory Board	- Mr. Jordan
Public Safety Advisory Committee	- Ms. Pope
Senior Citizens Advisory Committee	- Ms. Pope
Youth Advisory Committee	- Mr. Roberts
Anacostia Trails Heritage Association	- Ms. Davis

Appointment of Councilmembers to Metropolitan Washington Council of Governments (COG) Policy Boards and Committees: Council approved the following appointments to COG's policy boards and committees for 2016:

Board of Directors	- Mayor Jordan
Alternate	- Ms. Davis
Transportation Planning Board	- Mr. Roberts
Alternate	- Mr. Herling

Metropolitan Washington Air Quality Comm.	-	Ms. Mach
Alternate	-	Mr. Herling
Region Forward Coalition	-	Mr. Jordan
Alternate	-	Ms. Davis
Human Services and Public Safety Policy Committee	-	Mr. Putens
Alternate	-	Ms. Pope
Climate, Energy and Environment Policy Committee	-	Mr. Herling
Alternate	-	Ms. Mach
Chesapeake Bay Policy Committee	-	Ms. Davis
Alternate	-	Mr. Putens

Appointment to Advisory Group: Council appointed Katherine McElhenny to the Advisory Committee on Education and Julia Sharapi to the Youth Advisory Committee.

Reappointment to Advisory Group: Council reappointed Isabelle Gournay to a new term on the Advisory Planning Board.

Resignations from Advisory Groups: Council accepted the resignation of John Berard from the Greenbelt Advisory Committee on Environmental Sustainability.

APPROVAL OF AGENDA: It was moved by Mr. Putens and seconded by Ms. Mach that the agenda be approved. The motion passed 7-0.

PRESENTATIONS:

Metropolitan Washington Council of Governments: Chuck Bean, Executive Director of the Metropolitan Washington Council of Governments (COG), provided an update on COG.

PUBLIC HEARING: Ms. Davis moved that Council recess the regular meeting in order to hold a Public Hearing. Ms. Pope seconded. The motion passed 7-0. Mayor Jordan recessed the meeting at 8:17 p.m.

Acquisition of 10-A Crescent Road: Megan Searing Young, Museum Director, provided a presentation detailing the benefits and potential uses of 10-A Crescent Road for the Greenbelt Museum. She said that the unit could become the office space for museum staff which would enable the museum to be available for tours on a more frequent basis, as well as provide space for hosting larger tour groups and researchers and present a comparison of original Greenbelt homes “then and now.” Ms. Searing Young noted that the Dwyers, the owners of the unit, had always been good neighbors to the museum, sharing information with interested visitors when the museum was closed. She added that the Dwyers resided in the home for 59 years and as such it is unknown when the unit might become available again.

Sandra Lange, an original member of the Friends of the Greenbelt Museum (FOGM), spoke about the original vision for the museum. She said the current Greenbelt Museum building was acquired in 1987 as part of the City’s 50th anniversary and even at that time, persons associated

with the museum had expressed an interest in 10-A being acquired as well for the expansion of museum services. Ms. Lange explained she was speaking on behalf of the original founders and urged Council to approve the purchase of 10-A for the Greenbelt Museum.

Pamela Gregory, Vice-President of FOGM Board, commented on the large number of FOGM members in attendance, including several past presidents and board members. She said FOGM urges Council to approve the purchase of 10-A for the Greenbelt Museum.

Isabelle Gournay, 7 Woodland Way, spoke in support of the acquisition.

Barbara Simon, President of Greenbelt Community Development Corporation (GCDC), said GCDC had not had the opportunity to discuss the acquisition. She said she personally supported the acquisition.

Lore Rosenthal, 2-R Gardenway, asked if the unit would remain a Greenbelt Homes Inc. (GHI) home if it was to be purchased by the City. Mr. McLaughlin said yes and explained that the City is a member of GHI and responsible for the GHI cooperative fee as owner of 10-B Crescent Road. He said the purchase of 10-A would be the same.

Lee Shields, Past President and current FOGM Board of Directors member, spoke in support of the acquisition.

Mary Curinski, Past President of FOGM, spoke in support of the acquisition.

Michael Hartman, 2-R Gardenway, spoke in support of the acquisition. He suggested the City look for creative financing for the acquisition.

Matt Johnson, 7929 Mandan Road, FOGM Board of Directors Member, spoke in support of the acquisition.

Mr. Roberts asked if FOGM had any interest in owning the house. Ms. Searing Young and Ms. Lauren, FOGM Treasurer, said this idea had been discussed by the FOGM Board. Ms. Lauren Silberman explained that FOGM is not in a financial position to take on a mortgage. She added that FOGM is taking on the utility costs of the new unit as well as some other upgrade work in partnership with the City.

The meeting reconvened at 9:20 p.m.

Mr. Putens moved that Council direct staff to prepare a resolution for the acquisition of 10-A Crescent Road for expansion of the Greenbelt Museum to be introduced at the next meeting. Mr. Herling seconded. The motion passed 7-0.

PETITIONS AND REQUESTS:

Dinah Cohen, Alexandra Nickel, Kate Snook, Ryley Komisar-Bury, Maia Swisdak, Holly Kane and Julia May, members of the Greenbelt based Labradoodles Robotics Team, spoke about a robotic project they are working on to help clean trash in the lake. Council thanked the members for the presentation.

Bill Norwood, 6-B Parkway, submitted a report he had prepared on sound levels from the 2015 Labor Day Festival.

Bill Orleans, Greenbelt, asked about several executive sessions of Council.

MINUTES OF COUNCIL MEETINGS: None

ADMINISTRATIVE REPORTS: Mr. McLaughlin reported that the annual Festival of Lights events last weekend had gone very well.

COMMITTEE REPORTS: None

LEGISLATION:

A Resolution to Negotiate the Purchase of Design Services Required for the Redesign of Existing Parking Facilities and the Incorporation of Stormwater Best Management Practices at the Buddy Attick Park Parking Lot with Bradley Site Design, Inc., of Washington DC, at a Cost of \$33,700

Mayor Jordan read the agenda comments.

Ms. Mach introduced the resolution for second reading and adoption. Ms. Davis seconded.

Mr. Roberts said he will not support any plans that include the removal of trees. Ms. Bellah, Community Planner, explained that the Bradley Site Design proposal is only for services required for the redesign of existing parking facilities at the Buddy Attick Park. She said when the design plans have been developed, they would be presented to Council.

Ms. Mach asked if interpretive signage would be included. Ms. Bellah said signage could be included in the implementation stage if funding was available. She added that grant opportunities may be possible for the signage.

Michael Hartman, 2-R Gardenway, expressed concern regarding the possible loss of trees associated with this project. He suggested pervious surfaces be considered as well as interpretive signage (including braille) with the signage set at a height to accommodate those individuals in wheelchairs. Mr. Herling asked about providing signage in multiple languages.

ROLL CALL:	Ms. Davis	-	Yes
	Mr. Herling	-	Yes
	Ms. Mach	-	Yes
	Ms. Pope	-	Yes
	Mr. Putens	-	Yes
	Mr. Roberts	-	Yes
	Mayor Jordan	-	Yes

The resolution was declared adopted (Resolution No. 2038, Book 8).

LETTER TO GOVERNOR HOGAN – SUPPORT OF SYRIAN REFUGEES: Mayor Jordan read the agenda comments.

Mayor Jordan explained that Council accepted a petition from Joshua Hamlin at the last meeting requesting Council consider taking an action (in form of a resolution) to: 1) welcome Syrian refugees to Greenbelt; and 2) urge local, state and federal leaders to work together to address the current Syrian refugee crisis by taking necessary steps to resettle refugees in the United States. He noted Governor Hogan's recent request that the federal government stop refugee resettlements in our State.

In response to a question from Mayor Jordan, Mr. McLaughlin and Ms. Ruff explained the City's standing practices on the use of resolutions and letters. They noted it has been the practice of Council to use letters for actions for this type of matter.

Mayor Jordan said with so many things going on in the world to become involved in or take stands on, he believes it's very important that Council focus on items within its control that affect the local community.

Ms. Mach said she thinks Council should send a letter indicating that Greenbelt is a welcoming place for everyone.

Mr. Herling agreed with Ms. Mach. He said he would like to have the Community Relations Advisory Board (CRAB) and the Greenbelt Interfaith Leadership Association (GILA) identify the challenges for refugees in our community and how best to assist with the challenges.

Mr. Roberts said there are very few issues that Council should not take a stand/position on. He said Council should take a strong stand and send a resolution in this situation.

Ms. Davis said she supported Council sending a letter but noted everyone as individuals need to take some action to help the refugees who come to Greenbelt, such as sponsoring a family. Ms. Davis added that many residents are opposed to Council taking any action.

Ms. Pope said she learned that Greenbelt is a very welcoming place when she relocated here from Germany many years ago. She said that while she supports taking personal action and helping the refugees, it should be done on an individual level. Ms. Pope said Council should not engage in national or federal topics, only local issues.

Mr. Putens said he had received many emails and phone calls from residents regarding Council taking an action on the refugee situation. He noted that one resident noted his opposition to Council taking action on a federal matter. Mr. Putens added that the resident reminded Council that during Council elections, forums and debates are held only on City issues.

Ms. Davis moved that Council send a letter to Governor Hogan to: 1) express support for welcome Syrian refugees to Greenbelt; and 2) urge local, state and federal leaders to work together to address the current Syrian refugee crisis by taking necessary steps to resettle refugees in the United States. She further moved that a copy of the letter be sent Senators Mikulski and Cardin, Congressman Hoyer, State Senators Pinsky and Miller, State Delegates Gaines, Healey, Washington and Busch, County Council Member Turner and County Executive Baker. Ms. Mach seconded.

Josh Hamlin, 117 Lastner Lane, stated that the refugee crisis is a local issue. He added that the position of the Governor is not consistent with Greenbelt's Community Pledge. Mr. Hamlin said Council should issue a resolution in place of sending a letter.

Brett Fishburn, 6 Pinecrest Court, spoke in support of Council sending a letter to Governor Hogan. He added that the matter may call for both a Council resolution and a letter.

Stephanie Warner, 14-N Laurel Hill Road, spoke in support of Council sending a letter to Governor Hogan. She also suggested that action be taken to educate residents about Muslims in the community and provide ways for residents to get to know their Muslim neighbors.

Melissa Ehrenreich, 23-D Ridge Road, spoke in support of Council's action and said Greenbelt should be one of the welcoming cities for refugees.

Michael Hartman, 2-R Gardenway, spoke in support of Council's action and said the State should welcome Syrian refugees.

Lore Rosenthal, 2-R Gardenway, spoke in support of Council's action and asked that a copy of the letter be sent to other municipalities in District 22 so they may take the same action. She suggested the letter indicate what Greenbelt will do as far as resettlement for refugees. Ms. Rosenthal also suggested CRAB host educational forums on 1) understanding refugees and 2) what it means to be a Muslim.

Susan Stewart, 2-P Plateau Place, spoke in support of Council's action.

Marsha Voight, 162 Research Road, spoke in support of Council's action.

David Alexander, 106 Greenhill Road, spoke in support of Council's action.

David Lange, 12 Pinecrest Court, spoke in support of Council taking an action, but said it should be in the form of a resolution.

The motion passed 6-1. (Pope)

Ms. Davis moved that Council send a referral to CRAB asking them to review what actions the City should take regarding refugees. Ms. Mach seconded. The motion passed 7-0.

DRAFT ENVIRONMENTAL IMPACT STATEMENT (DEIS) FOR FEDERAL BUREAU OF INVESTIGATION: Mayor Jordan read the agenda comments.

Garth Beall, Renard Development, provided a summary of the Draft Environmental Impact Study (DEIS).

Ms. Davis expressed concern regarding the possibility of the perimeter fence crossing Indian Creek stream. She noted the negative impacts this would have on the stream and the wetlands area. Mr. Beall said it was unknown at this point the exact location of the perimeter fence and whether it will cross the creek.

Ms. Bellah, Community Planner, commented on staff's review of the DEIS. She noted that the DEIS overall has beneficial impacts on environmental conditions, as well as land use, employment and income, taxes, public health and safety, and the pedestrian network. Ms. Bellah said concerns identified included alteration of the skyline, traffic and public transit, and the location of the proposed connection to the Washington Gas transmission line.

After discussion, Ms. Davis moved that Council direct staff to draft a letter in support of the FBI locating at the Greenbelt Metro Station, pointing out the positives of that choice along with a willingness to assist however possible in correcting the adverse impacts and correcting some inaccuracies in the report. She further requested that Council hold a Special Meeting on January 4, 2016, to approve the letter so that it can be submitted by the January 6, 2016 deadline. Mayor Jordan seconded.

Mr. Roberts and Cary Coppick, 5-B Laurel Hill Road, expressed concern regarding the GSA purchase of the land instead of lease of the land. Council noted that this is a concern, but is not part of the DEIS.

Michael Hartman, 2-R Gardenway, requested that emphasis be placed on using alternative energy sources as well as pervious surfaces.

Lore Rosenthal, 2-R Gardenway, said there was no proof from the results of the DEIS that the FBI will increase economic development.

The motion passed 7-0.

AWARD OF PURCHASE – PUBLIC WORKS EQUIPMENT: Mayor Jordan read the agenda comments.

Mr. Putens moved Council approve the purchase of one (1) 2015 Kubota L3901HST Loader/Backhoe at a cost of \$29,958.55, and one (1) 2015 Kubota F2690 Front-Deck Mower at a cost of \$26,850.15, from Kubota Tractor Corporation in accord with National Joint Powers Alliance (NJPA) contract #070313-KBA. Ms. Mach seconded. The motion passed 7-0.

COUNCIL REPORTS: Councilmembers commented on their attendance at the following events.

Meals on Wheels Volunteer Appreciation Celebration – Mayor Jordan and Ms. Davis

Festival of Lights Tree Lighting – All members of Council

Greenbelt Theater “How the Grinch Stole Christmas” movie – Ms. Davis, Mr. Putens and Ms. Pope

Greenbelt Lions Club Pancake Breakfast – Mayor Jordan, Ms. Davis and Mr. Herling

Festival of Lights Arts & Crafts Show – Ms. Davis, Mr. Putens, Mr. Herling and Ms. Pope

Jordan Choper’s 80th Birthday Celebration – Mayor Jordan and Ms. Davis

Greenbelt East Advisory Coalition Tree Lighting – Mayor Jordan, Ms. Davis, Mr. Putens and Ms. Pope

Eagle Court of Honor Ceremony for Zachary Hoard and Christopher Sherman – Mayor Jordan and Ms. Davis

Greenbelt American Legion’s Pearl Harbor Commemoration Ceremony – Mayor Jordan and Ms. Davis

Presentation of FBI Draft Environmental Impact Study at Greenbelt Library – Mayor Jordan,

Ms. Davis, Mr. Putens, Ms. Mach and Ms. Pope

Prince George’s County Municipal Association Legislation Dinner – Mayor Jordan, Ms. Davis,

Mr. Putens, Mr. Roberts, Ms. Mach and Ms. Pope

Metropolitan Washington Council of Governments 2015 Annual Meeting – Mayor Jordan, Ms. Davis and Ms. Mach

State Highway Administration Presentation of the Greenbelt Metro Interchange Project – Mayor Jordan, Ms. Davis, Mr. Putens and Ms. Mach

Art Reception at Greenbelt Federal Courthouse – Ms. Davis

Greenbelt Volunteer Fire Department Yard Sale – Mayor Jordan and Ms. Pope

Senator Pinsky’s Town Hall Meeting – Mayor Jordan

Greenbelt Intergenerational Volunteer Exchange Service Annual Meeting – Mayor Jordan and Ms. Pope
Cora Rice and Prince George’s County Police Annual Holiday Celebration at Eleanor Roosevelt High School – Mayor Jordan
Delegate Washington’s Dinner for the Homeless – Mayor Jordan
Tamil Nadu Foundation Event for Victims of Cyclone and Flooding in India – Mayor Jordan
Citizens Emergency Response Team (CERT) Holiday Dinner – Ms. Pope

MEETINGS: Council reviewed the upcoming meeting schedule.

Executive Session: Mr. Roberts moved to schedule an executive session related to Fraternal Order of Police grievance issues. No second was received.

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Mr. Putens seconded. The motion passed 7-0.

Mayor Jordan adjourned the regular meeting of Monday, December 14, 2015, at 12:52 a.m.

Respectfully submitted,

Cindy Murray
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held December 14, 2015."

Emmett V. Jordan
Mayor

SPECIAL MEETING OF THE GREENBELT CITY COUNCIL held Monday, January 4, 2016.

Mayor Jordan called the meeting to order at 8:05 p.m.

ROLL CALL was answered by Councilmembers Judith F. Davis, Konrad E. Herling, Edward V. J. Putens, Rodney M. Roberts and Mayor Emmett V. Jordan. Councilmember Leta M. Mach was out of town. Councilmember Silke I. Pope was unable to attend due to illness.

ALSO PRESENT were Michael McLaughlin, City Manager; Jessica Bellah, Community Planner; and Cindy Murray, City Clerk.

APPROVAL OF AGENDA: It was moved by Ms. Davis and seconded by Mr. Herling that the agenda be approved. The motion passed 5-0.

DRAFT ENVIRONMENTAL IMPACT STATEMENT (DEIS) FOR FEDERAL BUREAU OF INVESTIGATION: Mayor Jordan read the agenda comments.

Jessica Bellah, Community Planner, reviewed the draft letter to the General Services Administration (GSA) providing comments for the FBI Facility Consolidation and Relocation Draft Environmental Impact Statement (DEIS) and indicating Council's support of the FBI relocating to the Greenbelt Metro Station. She noted that the letter pointed out the beneficial impacts in the areas of Surface Water, Land Use, Taxes, Employment and Income, and Stormwater Management among others. Ms. Bellah said the letter also indicated the City's willingness to assist however possible in correcting the adverse impacts in the areas of Floodplains, Traffic, and Visual Resources among others. Ms. Bellah also reviewed those comments and areas of concerns for which Council requested addition information and attention to. These included alignment and impact of the perimeter fence and support of GSA pursuing a leased facility. Attachment A of the letter contains corrections to specific topics and statements within the DEIS.

Garth Beall, Renard Development Corporation, commented that the DEIS had been available for review for 60 days and the comment period ends on Wednesday, January 6, 2016.

In response to a question from Ms. Davis, Mr. Beall said Washington Gas will be sending a letter to GSA indicating that the MD 193 transmission line would better serve the site in place of connecting under the Beltway to a gas transmission line.

Mr. Putens recommended the letter, or an attachment to the letter, correct several factual inaccuracies or mistakes in the DEIS relating to the Police and Recreation Departments. Mr. Herling requested improvements the project will provide to Anacostia Watershed.

Mr. Roberts expressed concern about the total environmental impacts of this project as well as the impact of the State Highway Administration (SHA) Beltway Ramp Project, relocation of sound barriers along the Beltway, etc. Ms. Bellah explained the DEIS focuses on the direct impact of the FBI project and the SHA project is considered separate. She added that the SHA project is still in a draft state and expects more details in the next few months.

Mr. Roberts also expressed concern regarding the lack of specific details regarding the environmental impacts associated with this project along Edmonston Road and Sunnyside Avenue.

Cary Coppock, 9-D Ridge Road, questioned the depth of the facility below ground surface. He noted there was very little vertical space to build beneath the ground surface and remain above the water table. Ms. Bellah said nothing in the DEIS indicates there will be an underground facility. Mr. Beall added that from his conversations with FBI representatives, the first level of the facility is expected to be at ground level.

Mr. Coppock suggested that the Maryland Department of the Environment and Prince George's County Department of the Environment establish (fund) two new web accessible flow and water quality monitoring stations, above and below the FBI site. After brief discussion, Mr. Coppock said he would forward further information on these stations to Council.

Ms. Davis moved that Council approve (as amended) the letter to the General Services Administration providing comments for the FBI Facility Consolidation and Relocation DEIS and indicating Council's support of the FBI relocating to the Greenbelt Metro Station. Mr. Putens seconded. The motion passed 5-0.

ADJOURNMENT: A motion to adjourn the special meeting was made by Mr. Herling and seconded by Mr. Putens. The motion passed 5-0.

Mayor Jordan adjourned the special meeting of Monday, January 4, 2016, at 8:25 p.m.

Respectfully submitted,

Cindy Murray
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the special meeting of the City Council of Greenbelt, Maryland, held January 4, 2016."

Emmett V. Jordan
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, January 6, 2016, to discuss the Volunteerism Report.

Mayor Jordan started the meeting at 8:04p.m. The meeting was held in Room 201 of the Greenbelt Community Center.

PRESENT WERE: Councilmembers Judith F. Davis, Konrad E. Herling, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Michael McLaughlin, City Manager; David Moran, Assistant City Manager; Liz Park, Director of Greenbelt CARES and Alana Cole Faber, Volunteer Coordinator

ALSO PRESENT WERE: Dave Lange, Eric (last name not provided) and Jim Giese, News Review.

Mayor Jordan welcomed everyone and indicated his desire to determine if the City could become more efficient in its use of volunteers.

Dr. Park summarized the process Ms. Faber had used to complete her report.

Ms. Faber reported in 2014 there were 699 volunteers who contributed \$396,000 of services to the City. She indicated that 98% of volunteers reported being satisfied. Ms. Faber discussed what other cities and counties do and noted that efforts fell into three general categories:

- Gatekeeper – existing staffer assigned to manage volunteers*
- Volunteer Center – separate non-profit organization to manage volunteers*
- City Staff Member to serve as volunteer coordinator*

Going forward, Ms. Faber believed some type of dedicated City staff member/volunteer coordinator was the best way to proceed and suggested beginning with a part-time position. She noted Hyattsville began with a part-time contractual position.

Ms. Faber discussed potential volunteer coordinator roles. She indicated they could: manage a central volunteer database, provide training for Departmental managers, apply for grant funds/sponsorships and coordinate high school service hours.

Mayor Jordan asked for a profile of a typical volunteer. Ms. Faber did not believe there was a typical volunteer profile. She indicated there was a broad age range and that City volunteers were a diverse group.

Mr. Putens discussed how his Federal agency utilized volunteers. He indicated that his Department provides a list of topic experts that are made available on a volunteer basis.

Ms. Davis stated the report was really well done. She identified record keeping, training, volunteer appreciation and policies & procedures as key tasks for a volunteer coordinator. She wanted to have a Coordinator position in the upcoming budget.

Mr. Herling was impressed by the return the City receives from its volunteers. He asked which Department had the greatest need. Ms. Faber noted the Museum has very little support staff. Mr. Herling asked how a volunteer coordinator position could support volunteers with non-City organizations. Dr. Park responded that it depends on how the position is structured. She noted the City could serve as a clearinghouse for these volunteers.

Ms. Mach was impressed with the report. She asked what might be saved if there was a coordinator. Ms. Faber responded it was hard to estimate. Ms. Mach believed some of the costs of hiring a coordinator might be offset by savings since Departmental staff would no longer have to perform certain tasks.

Mayor Jordan referenced the Prince George's Volunteer Center which was now defunct.

Ms. Pope believed the report was eye opening. She favored having the position work on City needs first.

Ms. Faber stated that many of the volunteers participate because they care about Greenbelt and this is how they connect with their City.

Mayor Jordan asked about liability issues with volunteers. Ms. Faber mentioned several examples where there were liability concerns and indicated that these could be addressed through policies and training.

Mr. Putens stated the report verified what Council already knew. He didn't want the report to be the end. Mr. Putens wanted to hire someone to build the position description and lay the groundwork for policies and procedures.

Ms. Davis believed those duties could be the first task of the volunteer coordinator. She believed that in the upcoming budget process determinations could be made about position, salary, office location, etc.

Ms. Pope did not agree that the City needed to hire somebody to create policies and create the job description. She thought this could be the responsibility of the new position.

Mayor Jordan wanted to focus on the common needs across Departments. He liked a central point of contact for volunteers.

Mr. Lange cited an AARP Article about volunteers. He believed a volunteer coordinator should have information about non-City volunteer opportunities such as the schools, Greenbelt Labor Day Festival, etc.

Ms. Davis believed the City needed to start small. Mr. Herling wanted the coordinator to play a broader role. Mr. Putens wanted the recruitment process to be fair and based on who is the best qualified for the job.

Ms. Faber stressed that if it was a part-time position, the City needed to write a part-time job description and limit the goals to a manageable list.

Mr. McLaughlin stated that the report was well done. He believed that this position could provide support to outside organizations through help with standardization, recruitment and referral.

Mayor Jordan thanked Ms. Faber for her work.

Information Items

Mr. Putens asked about moving CARES from the Council Room and how it would impact them. Dr. Park responded that moving the night would be an impact and that CARES was seeking another space.

Ms. Mach announced she had been appointed to the Council of Governments (COG) Policy Board advising COG on greenhouse gases.

Ms. Pope reported a tree branch down on Prince James Way.

Ms. Davis asked if the Work Session with the County Executive had been confirmed. She noted the December, 2013 letter to Bea Tignor which followed up on the prior work session with the County Executive.

Mayor Jordan reported on a Maryland Municipal League Legislative Committee conference call

The meeting ended at 9:50 p.m.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND AUTHORIZING THE ACQUISITION BY NEGOTIATED PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS 10-A CRESCENT ROAD, GREENBELT, MARYLAND WHICH IS NEEDED FOR A PUBLIC PURPOSE, NAMELY A MUSEUM, FOR TWO HUNDRED THOUSAND DOLLARS (\$200,000) PLUS RELATED COSTS

WHEREAS, the Council of the City of Greenbelt, Maryland (“the City”), pursuant to the authority conferred by Md. Local Government Code Ann. §5-204 “Legislative authority -- General powers of municipalities”, is empowered to acquire by conveyance or purchase any real or leasehold property needed for a public use; and

WHEREAS, §3 “Powers” of the Charter of the City of Greenbelt authorizes the City Council to acquire real, personal or mixed property for any public purpose; and to acquire by conveyance, purchase, condemnation or otherwise real, personal, or mixed property needed for any public purpose, in fee simple, lease or leasehold interest or estate or any other interest or estate; and to own, hold, manage or control, and to sell, lease, exchange, transfer, assign, mortgage, pledge, or dispose of any such real, personal, or mixed property or any interest therein as the interest of the city may require; to take by gift, grant, bequest, or devise and to hold real, personal or mixed property absolutely or in trust for parks or gardens, or for any public use upon such terms and conditions as may be prescribed by the grantor or donor, and accepted by the city; to provide for the proper administration of the same; and

WHEREAS, City Code, Chapter 6 “City-Operated Facilities”, Article III “Greenbelt Museum,” addresses the establishment and operation of a Greenbelt museum for the purpose of commemorating the history of the City of Greenbelt, its establishment as a model planned community, the citizens who contributed to the City, the life and times of the residents of Greenbelt, and for the exhibit and display of artifacts and memorabilia related thereto; and

WHEREAS, the Council is required to designate a building to be used as a museum and to provide for the operation of the museum; and

WHEREAS, the Greenbelt Museum is currently located at 10-B Crescent Road, Greenbelt, Maryland; and

WHEREAS, the property immediately adjacent to the Greenbelt Museum, 10-A Crescent Road, Greenbelt, Maryland, is available for purchase; and

WHEREAS, the Council of the City of Greenbelt deems it to be in the best interests of the City of Greenbelt to acquire certain real property located within the City known as 10-A Crescent Road (the "Property") for a museum, which the City Council of Greenbelt deem to be a public purpose; and

WHEREAS, the Property is presently owned by the Estate of Thomas R. Dwyer; and

WHEREAS, having received an appraisal, the City Council deems the Property to have substantial value to the City so as to justify the purchase of the Property from the Estate of Thomas R. Dwyer in the amount of \$200,000; and

WHEREAS, the City Council finds that it is in the best interest of the public and the City of Greenbelt to acquire the Property and to authorize the Mayor to submit a contract for the acquisition of the Property to the Estate of Thomas R. Dwyer in the amount of \$200,000, and to authorize the City Manager to sign and execute any additional documents necessary to effectuate the acquisition of the Property, should the City's Contract be accepted. NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland that:

1. The acquisition of the property known as 10-A Crescent Road, Greenbelt, Maryland for the purpose of a potential museum, which purpose is deemed a public purpose, is hereby approved; and
2. The Mayor is authorized to sign and execute a contract of sale for the Property in the amount of \$200,000 plus related costs which contract shall be in substantially the same form as that attached hereto as Exhibit A; and
3. The City Manager is authorized to sign and execute any additional documents that are necessary to effectuate the acquisition of the Property, should the City's contract be accepted.

Passed by the Council of the City of Greenbelt, Maryland, at its regular meeting of January 25, 2016.

Emmett V. Jordan, Mayor

ATTEST:

Cindy Murray, City Clerk



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.
THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 19 of this Contract.

- 1. DATE OF OFFER: December, 2015.
- 2. SELLER: The Estate of Thomas R. Dwyer
- 3. BUYER: The City of Greenbelt, Maryland
- 4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 10-A Crescent Road located in the City of Greenbelt Prince George's City/County, Maryland, Zip 20770, together with the improvements thereon, and all rights and appurtenances thereto belonging.
- 5. ESTATE: The Property is being conveyed: in fee simple or subject to an annual ground rent, now existing or to be created, in the amount of N/A Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.
- 6. PURCHASE PRICE: The purchase price is Two Hundred Thousand and NO/100 Dollars (\$ 200,000.00).
- 7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
 - (a) An initial Deposit by way of wiring funds in the amount of Five Thousand and NO/100 Dollars (\$ 5,000.00) at the time of this offer.
 - (b) An additional Deposit by way of N/A in the amount of N/A Dollars (\$ _____) to be paid within N/A (_____) days from the Date of Contract Acceptance.
 - (c) All Deposits will be held in escrow by: Seller
(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)
 - (d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement Seller
 - (e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: **(Check One)**
 - A non-interest bearing account;
 - OR An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.
- 8. SETTLEMENT: Date of Settlement 2.28.16 or sooner if agreed to in writing by the parties.
- 9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:
 - (Check) Conventional Loan as follows:
 - Loan Amount \$ 195,000
 - Term of Note 30 Years
 - Amortization _____ Years
 - Interest Rate 4.75 %
 - Loan Program _____
 - Loan Origination/Discount Fees (as a % of loan amount):
 - Buyer agrees to pay _____ %;
 - Seller agrees to pay 0 %.
 - Buyer shall receive the benefit of any reduction in fees.
 - FHA Financing Addendum
 - Gift of Funds Contingency Addendum
 - Owner Financing Addendum
 - VA Financing Addendum
 - Assumption Addendum
 - OTHER: _____
 - No Financing Contingency



Buyer _____ / _____

Seller _____ / _____



10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within fifteen (15) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within thirty (30) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

12. HOME AND/OR ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached Buyer Buyer Inspection(s) Declined Buyer Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

- | | | | |
|--|--|--|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>Bathroom</u> | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. WW Carpet <u>4 Fl</u> | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input checked="" type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (SPECIFY): Addition - bathroom 1 floor - Sun room

ADDITIONAL EXCLUSIONS (SPECIFY): _____

14. AGRICULTURALLY ASSESSED PROPERTY: The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by N/A.

15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by the N/A.



Buyer _____ / _____

Seller _____ / _____



16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to Buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by Buyer, Seller is required to provide Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead- Based Paint and Lead-Based Paint Hazards" form. **Seller is required under the Act to provide Buyer with a ten (10) day time period (or other mutually agreeable time period) for Buyer, at Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Notwithstanding the right of the Buyer under the Act to conduct a risk assessment inspection for presence of lead-based paint and/or lead-based paint hazards, Seller is not required by the Act to permit Buyer, and Buyer shall have no right, to rescind this Contract based upon the results of such inspection, even if the inspection reveals the presence of lead-based paint and/or lead-based paint hazards within the Property, unless otherwise provided in a written addendum to this Contract. (If applicable, see Lead-Based Paint Hazard Inspection Addendum.) Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, Broker(s), Broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property:

(Seller to initial applicable line): _____ _____ was constructed prior to 1978
OR _____ was not constructed prior to 1978
OR _____ the date of construction is uncertain.

If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Buyer and Seller mutually agree that the requirements of the Act shall apply to the sale of the Property. Buyer and Seller acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Buyer and Seller agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Buyer and Seller. Buyer and Seller represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

_____ (BUYER) _____ (BUYER) _____ (SELLER) _____ (SELLER)

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1950 which is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978, which is leased for residential purposes, may be registered with the MDE at the election of the owner.

Seller hereby discloses that the property:

1. (Seller to initial applicable line) _____ is currently registered in the Maryland Program
 _____ is NOT currently registered in the Maryland Program

If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

_____ (BUYER) _____ (BUYER)

2. If the Property is already registered under the Maryland Program as indicated in Paragraph 16.B.1., Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) _____ has; or _____ has not occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows: _____

If such event has occurred, Seller (*Seller to initial applicable line*) _____ will, or _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

_____ (BUYER) _____ (BUYER)

17. **ADDENDA:** The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|---|--|
| <input type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> Maryland Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Cash/Conventional Financing Appraisal Contingency | <input type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Condominium Resale Notice | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Disclosure of Licensee Status | <input checked="" type="checkbox"/> Property Inspections |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax | <input type="checkbox"/> Purchase Price Escalation |
| <input checked="" type="checkbox"/> Homeowners Association Notice - <i>Cooperative Notice, if any</i> | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input type="checkbox"/> Lead-Based Paint Hazard Inspection | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Lead-Based Paint and Lead-Based Hazards Disclosure of Information | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input checked="" type="checkbox"/> Buyer Contingency (Addendum #2) |
| <input type="checkbox"/> Local City/County Notices/Disclosure | |

Other Addenda/Special Conditions: Addendum #1 to Sales Contract Greenbelt Homes, Inc. Property to be sold "as is."

18. **TERMITE INSPECTION:** Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

Buyer _____ / _____

Seller _____ / _____

19. **DEPOSIT:** If the Deposit is held by a ~~Broker~~^{Seller} as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs ~~Broker~~^{Seller} to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and ~~additional Deposits~~ (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by ~~Broker~~^{Seller} only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that ~~Broker~~^{Seller} may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

20. **DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract ~~and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price.~~ In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. ~~In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.~~

21. **CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. All electrical, heating, air conditioning, plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS".** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract.

22. **ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

Buyer _____ / _____

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Seller _____ / _____

23. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

24. TRANSFER CHARGES:

A. IN GENERAL. Section 14-104 of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. FIRST-TIME BUYER. Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

RECORDATION AND LOCAL TRANSFER TAX. If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

~~**25. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.~~

~~**26. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.~~

27. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

28. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

~~**29. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.~~

30. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

Buyer _____ / _____

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Seller _____ / _____

31. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

32. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

33. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. ~~In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.~~

34. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

35. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. ~~In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).~~

~~As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified on, in the plural, both of the named Brokers and/or Sales Associates as identified.~~

~~This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing, and shall not be deemed to have been extinguished by merger with the deed.~~

36. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

37. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

38. PROPERTY INSURANCE BROCHURE: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

~~**39. GUARANTY FUND: NOTICE TO BUYER:** BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$25,000 FOR ANY CLAIM.~~

40. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

41. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

42. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

43. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area.

Buyer _____ / _____

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Seller _____ / _____

The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

44. WETLANDS NOTICE: Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

45. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

46. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

47. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

48. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

49. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

~~**50. NOTICE TO THE PARTIES:** Brokers, their agents, subagents and employees, make no representations with respect to the following:~~

~~(a) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems.~~

- (b) Location, size or operating condition of on-site sewage disposal systems.
- (c) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.)
- (d) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense.
- (e) Existing zoning or permitted uses of the Property: Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.
- (f) Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.
- (g) Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

51. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

52. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

53. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

54. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

55. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

Buyer: The City of Greenbelt, Maryland *Seller:* The Estate of Thomas R. Dwyer
 Buyer's Signature _____ Date _____ Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____ Seller's Signature _____ Date _____

DATE OF CONTRACT ACCEPTANCE: _____

Contact Information: Check if First-Time Maryland Homebuyer
 BUYER / NAME(S): _____
 MAILING ADDRESS: _____

SELLER / NAME(S): _____
 MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

ADDENDUM #1 TO SALES CONTRACT
GREENBELT HOMES, INC., a non-stock Maryland corporation (called "GHI"),

Contract Date: December, 2015
Addendum Date: December, 2015

Between The Estate of Thomas R. Buyer (Seller(s))

And The City of Greenbelt, Md 20770 (Buyer(s))

Dwelling Unit (Address): 10-A Crescent Road
Greenbelt, Maryland 20770

The above referenced contract is amended to read as follows:

Seller and Buyer agree that TIME IS OF THE ESSENCE in this Addendum, that this Addendum shall be binding upon them and their respective heirs, executors, administrators, successors, and assigns, and that the provisions hereof shall survive the transfer of the "Perpetual Use". In this Addendum, the singular includes the plural, and the plural includes the singular. The provisions of this Addendum are severable and in the event any provision of this Addendum conflicts with applicable law or is found to be invalid, such conflict or invalidity shall not affect the other provisions. Seller and Buyer agree that all liability hereunder shall be joint and severable.

1. **Right of First Refusal.** This contract is subject to the first option of GHI to purchase the Perpetual Use.
2. **Settlement.** The Buyer and Seller understand that a settlement date can be scheduled as soon as the Board of Directors has approved the Buyers application and the "Seller Certification" form has been received from the Seller and verified by GHI's Technical Service Inspector.
3. **Cooperative Ownership.** The Buyer understands that the above referenced Property is a cooperative. Furthermore, Seller is a member in Greenbelt Homes, Inc., a cooperative housing corporation located in Greenbelt, Maryland ("GHI"). Seller agrees to sell and Buyer agrees to buy all of the Seller's right, title, and interest in GHI associated with Seller's membership, described as the "perpetual use" of the above referenced Property. The occupancy rights are being conveyed in a Proprietary Lease and Mutual Ownership Contract (MOC).
 - a. Once the Buyers' Membership is approved and simultaneously with the signing of the Proprietary Lease and Mutual Ownership Contract (MOC), Buyer will become the Member with the right, subject to the terms and conditions set forth in the Bylaws, Proprietary Lease and Mutual Ownership Contract, and the Rules, of exclusive use and possession (called "Perpetual Use") of the above named dwelling unit and, if applicable, garage, all of which is part of GHI's real property. Under Maryland law, Member's rights in the Perpetual Use are personal property rights.
 - b. Under Maryland law, this MOC creates a legal relationship between GHI and Member as that of landlord and tenant.
 - c. This MOC establishes the rights and responsibilities of GHI and Member in connection with the Perpetual Use and the Premises in addition to those rights and responsibilities established by Maryland law.

4. **Seller's Administration Fee.** At the time of settlement the seller understands that there will be an administration fee of \$940.00 in 2015 payable to Greenbelt Homes, Inc. (GHI) which will be included on the HUD-1 at settlement.

5. **Buyer's Application Fees and Requirements.** The Buyer understands and agrees to make application to GHI within seven (7) days of acceptance of this Contract and shall pay at the time of application an membership fee of Purchase Fee for 2015 – five hundred ninety five dollars (\$595), a credit report fee of Fifty Dollars (\$50.00) for each applicant and a termite inspection fee of Fifty Dollars (\$50.00). The Buyer and Seller understand that a termite inspection is to be paid for by the Buyer and any treatment, if necessary, and/or any repairs, if necessary, are the responsibility of GHI, unless otherwise noted in any documentation between GHI and the Seller.
 - a. The Buyer agrees to pay a working capital fee of 1% of the purchase price to GHI which will be refunded upon the subsequent sale and settlement of the unit.
 - b. The Buyer understands and agrees that the Buyer's Pre-Purchase Orientation must be attended by the Buyer prior Board approval.
 - c. The Buyer understands they must attend a meeting (Personal Interview) with GHI regarding any and all particulars of the above referenced dwelling unit prior to Board approval.
 - d. The Buyer and Seller understand that written approval of a loan, if applicable, from an approved GHI Lender must be received by GHI prior to Board approval.
 - e. This Contract is further conditioned upon Lender and the Cooperative entering into a Recognition Agreement, if required, in connection with said financing. In the event Lender and the Cooperative fail to enter into such Recognition Agreement, then this Contract shall be null and void. Seller understands that settlement of this Contract may be delayed until such time as Lender and the Cooperative enter into said Recognition Agreement.
 - f. The Buyer understands that the approval must be obtained by the Board of Directors of GHI prior to scheduling a settlement date.

6. **Monthly Occupancy Charges.** The Buyers understands and agrees to pay a monthly cooperative fee to GHI of approximately Five hundred seventy eight and 79/100 Dollars (\$578.79). This monthly fee includes a pro rata share of Real Estate Taxes, Trash Collection, Insurance, Administration/Board/Committee/Members Expense, Maintenance and Improvements, and Reserve Funds. The Buyer(s) and Seller(s) understand there are no transfer taxes. Buyer agrees to be responsible for all charges imposed in connection with the "Perpetual Use" or the "Premises" as provided in Buyer's MOC effective as of the date of transfer.

7. **Unit Condition.** At settlement, the Seller(s) shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same or better condition as existed on the date of Contract acceptance. All electrical, heating, air conditioning (if any), plumbing and any other mechanical systems and related equipment, appliances and smoke detector(s) included in

this Contract shall be in working condition. The Buyer reserves the right to inspect the Property within five (5) days prior to settlement.

8. **Resale Inspection – Seller’s Obligations.** The Seller understands an inspection shall be performed by GHI and a written report shall be provided to the Seller. The Seller shall provide a copy of the GHI Inspection Report to the Buyer upon receipt of the Inspection Report.
- a. The Seller understands that all items stated on the Inspection Report from GHI must be completed, as well as any other items found by GHI during any subsequent inspection by GHI.
 - b. The Seller understands and agrees that the Certification Form (provided by GHI along with the Inspection Report) must be submitted when all items stated on the Inspection Report have been completed.
 - c. The Seller understands and agrees that the Certificate Form must be approved by the Technical Services Department a minimum of three (3) days before a settlement date can be scheduled.
 - d. Seller acknowledges that Seller shall not be released from any obligations under the MOC unless and/or until Buyer has been accepted as member of Greenbelt Homes, Inc. and has entered into a new MOC with Greenbelt Homes, Inc. for the “Perpetual Use of the Premises.”
 - e. Seller agrees to pay and be liable for all indebtedness owed to Greenbelt Homes, Inc. by Seller under the Contract or otherwise (other than obligations expressly assumed by Buyer) and acknowledges that this agreement to pay all indebtedness shall survive termination of the contract and shall survive any release of Seller’s other obligations under the Contract.
9. **Personal Property.** The Buyer and Seller understand anything pertaining to “Real Property” in the Sales Contract is not applicable. GHI, through the direction of its Board of Directors (called "Board") and in accordance with its Charter and Bylaws (collectively called "Bylaws") and its Rules and Regulations (called "Rules"), each as may be changed or amended from time-to-time, operates as a non-stock cooperative housing membership organization in which, among other rights, each member has the right to exclusive use and possession of a particular portion of real property owned by GHI.

All other terms and conditions shall remain in full force and effect, as they would apply to a cooperative.

The City of Greenbelt, Maryland

The Estate of Thomas R. Dwyer

BY: _____
Buyer Date

BY: _____
Seller Date

Buyer Date

Seller Date

ADDENDUM #2 TO RESIDENTIAL CONTRACT OF SALE
BETWEEN THE ESTATE OF THOMAS R. DWYER AND THE CITY OF GREENBELT,
MARYLAND FOR 10-A CRESCENT ROAD, GREENBELT, MARYLAND

The above-referenced contract is amended to add the following contingency:

The Residential Contract of Sale is contingent upon the Council of the City of Greenbelt, Maryland adopting an ordinance authorizing the purchase of 10-A Crescent Road, Greenbelt, Maryland and approving the terms of the Residential Contract of Sale.

All other terms and conditions shall remain in full force and effect.

The City of Greenbelt, Maryland

The Estate of Thomas R. Dwyer

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

Date: _____



Lead Paint - Federal Disclosure

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: _____
Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

- _____ (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
-
- _____ (b) **Records and reports available to the seller/landlord (check one below):**
 Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
-
- Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

- _____ (c) Purchaser/Tenant has read the Lead Warning Statement above
 _____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
 _____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
 _____ (f) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

- _____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

 Seller/Landlord Date Buyer/Tenant Date

 Seller/Landlord Date Buyer/Tenant Date

 Agent Date Agent Date

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) _____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date Buyer Date

Seller Date Buyer Date

Seller's Agent Date Buyer's Agent Date

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PRINCE GEORGE'S COUNTY JURISDICTIONAL ADDENDUM TO THE M.A.R. RESIDENTIAL CONTRACT OF SALE

ADDENDUM # _____ dated _____ to the Contract of Sale dated _____ ,
between Buyer _____ and
Seller _____ for Property known
as _____ .

The following provisions are included in and supersede any conflicting language in the Contract.

1. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland, Upper Marlboro, Maryland, at www.PGAtlas.com, and http://www.pgplanning.org/Planning_Home. Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer prior to signing and entering into the contract of sale.

2. PROXIMITY OF RECREATION FACILITIES. Buyer acknowledges that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

3. ADDITIONAL REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer hereby acknowledge that the Prince George's County Code **REQUIRES** that, if applicable, the following Notice(s) be provided to Buyer as a **SEPARATE ATTACHMENT OR SHEET** at the time the Contract of Sale is signed:

- A. Tree Conservation Plan Notice if Property lies within a Tree Conservation Plan; (PGCAR Form 1329)
- B. Record Title Holder Notice if the Seller does not presently hold title to Property; (PGCAR Form 1328)
- C. Special Taxing District Notice if Property is located within a Special Taxing District as defined in Section 10-269 of the Prince George's County Code; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel), Calvert Tract (Riverdale Park) and subject to a Special Tax District Assessment; (PGCAR Form 1333)
- D. General Aviation Airport Environment Disclosure Notice if Property is located within one (1) mile of a General Aviation Airport. (PGCAR Form 1312)

Seller and Buyer acknowledges that the failure of the Seller to provide the required Notice(s), if applicable, under A., B. and C. above identified and the failure of the Seller and Buyer to sign and date such disclosures is a criminal misdemeanor. The failure of Seller to provide Notices as identified in A., B., C. and D. above, if applicable, shall entitle the Buyer to rescind the Contract at any time prior to Settlement.

Initials: Buyers _____ Sellers _____

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4. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. **MILITARY OPERATIONS.** The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or locations where military flight operations occur. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents consistent with other airfields or military operations. Andrews Air Force Base may conduct flight operations at any time, seven days per week, twenty-four hours a day. The effects of military operations may extend beyond the boundaries of the military facilities. Buyer is advised that modifications and/or renovation to existing structures within designated areas may be subject to design standards which may include noise mitigation and height limits. Buyer is encouraged to contact Andrews Air Force Base (Public Affairs Office) or seek additional information from the Maryland National Capital Park and Planning Commission (MNCPPC) regarding the impact of military operations in the area considered for purchase. Additional information may be available at www.PGAtlas.com, and from the Air Installation Compatible Use Zone (AICUZ) Study prepared by Andrews Air Force Base which is available at <http://www.andrews.af.mil>.

5. UNCOMPLETED COMMUNITY AMENITIES: Maryland Law, Real Property Article Sec. 10-710, requires that a contract of sale for residential real property located in a community in Prince George's County, MD in which a **home builder** has agreed to provide a community amenity including a country club, golf course, health club, park, swimming pool, tennis court, or walking trail, to specifically identify the amenity to be provided and the date of completion.

Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? YES [] NO [] (If yes, PGCAR Form #1339 MUST be attached to contract)

6. UTILITY USAGE:

Prince George's County Code, Section 13.1107 requires certain sellers of single family residential real property, defined as residential real property improved by four or fewer single family units, to provide, on written request, copies of electric, gas, water, sewer and home heating oil bills, or a document detailing the monthly electric, gas, water, sewer and home heating oil usage of the residential property, for the 12-month period preceding the date the contract is signed. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer, on written request, with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

The information required shall be provided if the request is made at the time the contract is signed and the seller has access to the information. (See PGCAR Form # 1336)

7. CARBON MONOXIDE DETECTORS:

Prince George's County Code, Section 11.295 requires the seller or transferor to install carbon monoxide detectors before or at the time of the transfer of ownership of the following residences:

One-and two-family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one- and two-family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level of the dwelling in close proximity to sleeping quarters in a residence with a gas heating system, fuel burning appliances, and/or an attached garage. Each carbon monoxide detector must comply with all applicable Federal and State regulations and must bear the label of a nationally recognized standard testing laboratory. Each detector must be an Underwriters Laboratory (U.L.) 2034 listed product or its equivalent. The subsequent owner/occupant of each dwelling unit shall be responsible for inspecting and maintaining the carbon monoxide detectors in accordance with the manufacturer's specifications.

8. PROXIMITY TO AGRICULTURAL AND/OR FORESTRY OPERATIONS.

Prince George's County Law, Sec. 30-103.03 requires sellers of real property in the R-O-S, O-S, R-A, R-E, R-R Zones to provide a statement advising the buyer as follows: Buyer(s) acknowledge that the property offered for sale is in the vicinity of property that is, or may be used, for agricultural or forestry operations. As such, the Property may be subject to activity including, but not limited to, noise, odor, fumes, insects, dust, chemical application and the operation of machinery at various times. Prince George's County has adopted a right to farm ordinance stipulating that inconveniences or discomforts associated with the agricultural/forestry operation shall not be considered an interference with reasonable use and enjoyment of other properties in the vicinity, if such operations are conducted in accordance with generally accepted agricultural and forestry management practices, as referenced in Prince George's County Code, Section 30-102. The County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes that may arise with regard to agricultural or forestry operations when such operations are not conducted in

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accordance with generally accepted agricultural or forestry management practices. For further information refer to Prince George's County Code, Subtitle 30, Division 1, and/or contact the Director, Department of Environmental Resources.

9. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES. Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. **(Seller to check appropriate line below):**

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- Currently, front foot benefit charges are paid in the property tax bill for the Property.
- Deferred water and sewer assessments ARE assessed against the Property in the amount of \$ _____ per year. The approximate number of years remaining on the assessment are _____. They are paid to _____ (name of company) with an address of _____ & phone number of _____.

The following paragraphs are intended for inclusion only if the box to the left of the numbered clause is checked and initialed as being applicable to a specific transaction. Otherwise, these clauses are void as to this contract.

10. HISTORIC SITE, HISTORIC RESOURCE, HISTORIC DISTRICT. Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

11. UNIMPROVED ROAD. Seller and Buyer acknowledge that the road abutting the property is unfinished or does not meet County Roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which the Buyer may be liable.

Buyer Date Seller Date

Buyer Date Seller Date

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Introduced:
1st Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF CANINE TURF FOR THE GREENBELT ANIMAL SHELTER AND THE GREENBELT DOG PARK FROM EAST COAST SURFACING OF ROCK HALL, MARYLAND AT A COST OF \$20,940

WHEREAS, the Greenbelt City Council authorized the installation of durable canine turf to replace the natural ground cover at the Greenbelt Animal Shelter; and

WHEREAS, the installation of canine turf at the Greenbelt Dog Park has been discussed as a way to improve park conditions and reduce maintenance costs; and

WHEREAS, quotes for the installation of canine turf at the Greenbelt Animal Shelter rear and side yards, as well as installation of a 15-foot by 15-foot area of canine turf at the Greenbelt Dog Park for the purpose of testing the product were obtained by two companies; and

WHEREAS, a quote dated December 15, 2015 of \$20,940 was received from East Coast Surfacing from Rock Hall, Maryland; and

WHEREAS, a comparable quote from Sparks Play for the Greenbelt Animal Shelter alone was \$26,663.86 and a quote from Sparks Play for the Greenbelt Dog Park for 500 square feet of turf area in the amount of \$21,905 were received; and

WHEREAS, the quote from East Coast Surfacing was the better price; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with East Coast Surfacing of Rock Hall, Maryland for the purchase of canine turf, including installation, for the Greenbelt Animal Shelter and the Greenbelt Dog Park at a cost of \$20,940 as reflected in their quote dated December 15, 2015.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of January 25, 2016.

Emmett V. Jordan Mayor

ATTEST:

Cindy Murray, City Clerk



PO Box 488
 Rock Hall, MD 21661
 Phone: 410-639-7133
 Fax: 410-639-2306

QUOTE

Date	Quote #
12/15/15	AAAQ13599-02

Your Sales Representative
Dawn Holden

To:
 City of Greenbelt
 Richard Fink
 25 Crescent Road
 Greenbelt, MD 20770
 Phone: (240)542-2151
 Fax: (301)441-8248

Project Name	City	State
Greenbelt Animal Shelter	Greenbelt	MD

We are pleased to offer our quotation for the above referenced project, subject to the terms and conditions listed, below.

Ln #	Qty	Part #	Description	Unit Price	Ext. Price
1			Option #2		
2	1	Pedigree	Supply & Install the following for an area of 1,937 sq ft Pedigree Turf 6 X 6 Timber Border 213 LF Nailer Board Sand In-Fill	\$18,440.00	\$18,440.00
3	1	Pedigree	Additional Area of 15' x 15' additional area to be done at same time as the above area	\$2,500.00	\$2,500.00
				SubTotal	\$20,940.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$20,940.00

Prices subject to review of specifications, scaled drawings and/or site visit.

Excavation and sub-base prepared by others

When you are ready to place this order, please sign below and mail your deposit check to:

East Coast Surfacing, Inc.
PO Box 488
Rock Hall, MD 21661

Quote # AAAQ13599-02

TERMS & CONDITIONS:

1. Quotes are based on standard colors, which include Black, Terracotta, Blue, Green and Beige.
2. Prices quoted are good for 30 days and subject to our confirmation thereafter.
3. Quote does not include, taxes, permits, state or local approvals, utility mark-outs, performance bond, engineering seals, testing, site preparation, borders, unloading, storage, security at night or during the curing period, temporary fencing or filter fabric..
4. Contractor to verify quantities and/or square footage, if additional material is required, it will be invoiced at the per square foot charge noted above.
5. Geotextile fabric **MUST** be installed on stone sub-base applications (provide by others unless noted above).
6. Asphalt and concrete must cure for thirty (30) days prior to installation.
7. Quote includes prevailing wages but does not include union wages.
8. All orders under \$5,000.00 are to be paid in full to process order.
9. All orders over \$5,000.00 require a 50% deposit 10 days prior to installation.
10. Balance due upon completion or Net 30 (subject to credit approval).

Order Accepted By:

Company Name: _____

Accepted by (Signature): _____

Print Name and Title: _____

Date: _____

Must be signed by an officer of the company.

Michael McLaughlin

From: Turner, Todd M. <TMTurner@co.pg.md.us>
Sent: Thursday, January 21, 2016 2:28 PM
To: Michael McLaughlin; Bumbry, Tomeka C.
Cc: Celia Craze; Terri Hruby; David Moran; Edward Putens; Emmett Jordan; Judith Davis; Konrad Herling; Leta Mach; Ed Putens (Work); Rodney Roberts; Silke Pope
Subject: RE: PG/MC 110 & 111-2016

Mike et al -

Just wanted to get back to you on this. Sorry for the delay.

Council has not yet reviewed or taken a position on PG/MC 110 yet.

PG/MC 111-16 is the County Council sponsored bill to restore the District Council's authority to review and change Planning Board decisions on certain land use matters that we spoke about at the Legislative dinner last month. As you note, the Court of Appeals decision in *Zimmer*, the District Council now would only have appellate jurisdiction (meaning we could only overturn/change a Planning Board decision under a higher standard of review which would be generally hard to meet – which was commented on by your City Attorney at the Legislative dinner). I guess a case in point might be Greenbelt Station (absent the current City agreement being in place), if the City did not agree with the Planning Board decision and appealed, the District Council's hands would be severely tied about changing or addressing the City's concerns if not addressed by the Planning Board. The ultimate question is whether you want the elected or appointed body to have the final say on land-use decisions. I hope the City Council would want the authority, particularly if it was in the context of the City eventually have some land-use authority, than the Advisory Planning Board. I would request that the City not take a position at this time until we can answer several of the questions you posed & to that the matter be considered in Annapolis. I think an opposed position might hurt chances for a fuller discussion and hopeful consensus on municipal authority during our Zoning Rewrite process and beyond.

Hope that helps. Feel free to call or email if you need more information.

Todd

Hon. Todd M. Turner

County Council Member – 4th District
Prince George's County Council
O 301-952-3094
F 301-952-4910
District4@co.pg.md.us

“Service. Community. Progress”

Serving Bowie, Glenn Dale, Greenbelt, Westchester Park, and parts of Lanham-Seabrook, Mitchellville & Upper Marlboro.

From: Michael McLaughlin [<mailto:mmclaughlin@greenbeltmd.gov>]

Sent: Wednesday, January 13, 2016 10:02 AM

To: Turner, Todd M.; Bumbry, Tomeka C.

Cc: Celia Craze; Terri Hruby; David Moran; Edward Putens; Emmett Jordan; Judith Davis; Konrad Herling; Leta Mach; Ed

Putens (Work); Rodney Roberts; Silke Pope
Subject: PG/MC 110 & 111-2016

Council member Turner

Attached is a draft staff memo on two pre-filed bills – PG/MC110 and 111. There are concerns about each of the bills. I recall that you had mentioned PG/MC 111 at the legislative dinner and urged support for it. These bills will likely be on the City Council’s agenda on January 25 for consideration and action. If you have information to share on these bills, please forward. You are also most welcome to attend the January 25 meeting.

Thanks
Mike

Michael McLaughlin
City Manager
City of Greenbelt
301-474-8000

City of Greenbelt
Department of Planning and Community Development
15 Crescent Road, Suite 200, Greenbelt, Maryland 20770
(301) 345-5417 Fax (301) 345-5418

Memorandum

TO: Michael P. McLaughlin, City Manager
VIA: Celia W. Craze, Director of Planning and
Community Development
FROM: Terri S. Hruby, Assistant Planning Director
DATE: January 5, 2016
RE: PG/MC 110-16 and PG/MC111-16

Two land use bills, PG/MC 110-16 and PG/MC 111-16 are scheduled to be heard by the Prince George's County and Montgomery County State Delegations in mid-January. These bills will impact the Prince George's County's plan review and approval process and the permit review process. The bills are only applicable to Prince George's County, and will have direct impacts on Greenbelt.

PG/MC 110-16

PG/MC 110-16 seeks to remove the Maryland-National Capital Park and Planning Commission (M-NCPPC) from playing a role in the review of certain permit applications related to zoning and subdivision regulations. Under this bill, permit review related to zoning and subdivision regulations would solely lie with the County's Department of Permits, Inspections, and Enforcement (DPIE). Permits associated with detailed site plans, subdivision plans, recreational facilities, traffic review, natural resources and environmental planning reviews, historic work area permits, landscaping and signage would no longer be referred to M-NCPPC for review and approval, and would be reviewed and approved solely by DPIE. The bill does not specifically address building permits, but based on the list above, staff assumes that the intent of the legislation is to remove M-NCPPC staff from playing any role in permit review.

Currently, the permits noted above are referred by DPIE to M-NCPPC for review and sign off. M-NCPPC staff review the permits for compliance with zoning regulations,

City of Greenbelt
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15 Crescent Road, Suite 200, Greenbelt, Maryland 20770
(301) 345-5417 Fax (301) 345-5418

as well as for compliance to conditions imposed by the Planning Board and/or District Council during the plan review process.

The removal of M-NCPPC staff from the permit review process is concerning. M-NCPPC has trained planners that understand the complexities of the County's zoning ordinance, and have experience in reviewing permit applications for conformance with approved plans and conditions of approval, which often can be complex in nature. The recent building permit application filed by Greenbelt Auto and Truck is an example where M-NCPPC staff transmitted a number of technical comments to DPIE that resulted in the permit not being issued. M-NCPPC staff has also been actively involved in permit reviews at Roosevelt Center as a result of the numerous departures from parking and loading standards associated with the Center. Greenbelt Station South Core is an example of a development that has a complex set of conditions of approval that warrant review by M-NCPPC staff. While M-NCPPC staff may sometimes err in its review and approval of permits, it is feared that removing them from the permit referral process may lead to an increased number of permits issued in error.

The legislation does not address whether staff changes will be made at DPIE to ensure that DPIE has the capacity, training and expertise necessary to assume the added permit review responsibilities. Also, it is not clear what the rationale behind this legislation is.

Given the concerns above, staff recommends City Council not support PG/MC 110-16 at this time. Staff will monitor the bill closely to determine if City Council action is needed.

PG/MC 111-16

PG/MC 111-16 is in response to a recent court case, *County Council of Prince George's County V. Zimmer Development Company*, which found the Prince George's County District Council only has appellate jurisdiction to review Planning Board decisions. Historically, the District Council has acted as if it had original jurisdiction over site plan review, and treated the Planning Board as subordinate to the District Council.

PG/MC111-16 aims to take the zoning powers of the Planning Board and Board of Appeals, and vest those rights with the District Council in an effort to codify that the District Council has original jurisdiction, thus restoring the long standing practice. PG/MC 111-16 even goes further to give the District Council original jurisdiction over subdivision plans.

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While staff does see PG/MC 111-16 as possibly providing opportunities for greater public input in the development review process, staff has the following concerns/comments with regard to PG/MC 111-16.

1. Timing - As Council is aware, M-NCPPC is working on rewriting the County's Zoning Ordinance. It should be through this forum that zoning review processes are discussed and formulated. Staff believes any legislative proposals to change the County's development review process should be tabled until the zoning rewrite is complete.
2. Predictability and streamlining- Over the last couple of years the County and M-NCPPC have been taking steps to streamline the plan and permit review process and to adopt policies that make for a more predictable process. PG/MC 111-16 is in direct conflict with these efforts. Expanding the role of elected officials in the development review process does not make for a more predictable process, and adds time and uncertainties.
3. Impact on the Planning Board's function - Making the Planning Board subordinate to the District Council diminishes the function and value of the Planning Board. More clarity on how the proposed legislation impacts the role of the Planning Board, in terms of what has been its long standing function, is needed.
4. Process/Implementation - The legislation does not address the process by which the District Council would assume its additional zoning review powers such as staffing. Clarity on this issue is needed to assess the impacts the legislation will have on the current subdivision and zoning review process.

Given the concerns/questions above, staff recommends opposition on PG/MC 111-16 at this time. Staff will monitor the bill closely and work to get clarity on the intent and full impact of the legislation.

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Smith
Typed by: Susanne
Stored – 10/22/15
Proofread by _____
Checked by _____

By: **Prince George’s County Delegation and Montgomery County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Land Use Permit Review – Consolidation**

3 **PG/MC 110–16**

4 FOR the purpose of consolidating the review of certain permits for land use in Prince
5 George’s County in the Prince George’s County Department of Permits, Inspections,
6 and Enforcement; providing for mandatory exclusive review of certain permits by the
7 Department and not by the Maryland–National Capital Park and Planning
8 Commission or a unit of the Commission; providing for certain reviews and appeals
9 of certain permit reviews in certain manners; providing that certain zoning and
10 subdivision conditions be reviewed by the Department; providing for the construction
11 of this Act; providing for the application of this Act; defining a certain term; and
12 generally relating to review of permits for land use in Prince George’s County.

13 BY renumbering

14 Article – Land Use
15 Section 14–101(k) through (q), respectively
16 to be Section 14–101(l) through (r), respectively
17 Annotated Code of Maryland
18 (2012 Volume and 2015 Supplement)

19 BY repealing and reenacting, without amendments,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Land Use
2 Section 14–101(a), 20–513, and 20–515
3 Annotated Code of Maryland
4 (2012 Volume and 2015 Supplement)

5 BY adding to
6 Article – Land Use
7 Section 14–101(k), 22–217, 23–109, and 25–214
8 Annotated Code of Maryland
9 (2012 Volume and 2015 Supplement)

10 BY repealing and reenacting, with amendments,
11 Article – Land Use
12 Section 17–212(c) and 20–202(a) and (b)(1)
13 Annotated Code of Maryland
14 (2012 Volume and 2015 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
16 That Section(s) 14–101(k) through (q), respectively, of Article – Land Use of the Annotated
17 Code of Maryland be renumbered to be Section(s) 14–101(l) through (r), respectively.

18 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
19 as follows:

20 **Article – Land Use**

21 14–101.

22 (a) In this division the following words have the meanings indicated.

23 **(K) “PERMIT DEPARTMENT” MEANS THE PRINCE GEORGE’S COUNTY**
24 **DEPARTMENT OF PERMITS, INSPECTIONS, AND ENFORCEMENT.**

25 17–212.

26 (c) (1) The Commission may not rename any street or renumber any house
27 located in a municipal corporation in Prince George’s County unless the proposed change
28 is approved by the legislative body of the municipal corporation.

1 (2) (i) Any party aggrieved by the refusal of a municipal corporation to
2 approve a proposed change may appeal to the Prince George’s County Council.

3 (ii) After public hearing and on a finding of need for public health,
4 safety, and welfare, the County Council by resolution may authorize the change
5 notwithstanding the objections of the municipal corporation.

6 (iii) The resolution shall require the affirmative vote of two-thirds of
7 all the members of the County Council.

8 **(3) IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN**
9 **PRINCE GEORGE’S COUNTY, THE PERMIT DEPARTMENT CONDUCTS AN ADDRESS**
10 **REVIEW UNDER § 25–214 OF THIS ARTICLE.**

11 20–202.

12 (a) (1) **[Subject] EXCEPT AS PROVIDED IN § 25–214 OF THIS ARTICLE AND**
13 **SUBJECT to paragraph (2) of this subsection, a county planning board:**

14 (i) is responsible for planning, subdivision, and zoning functions
15 that are primarily local in scope; and

16 (ii) shall exercise, within the county planning board’s jurisdiction,
17 the following powers:

- 18 1. planning;
- 19 2. zoning;
- 20 3. subdivision;
- 21 4. assignment of street names and house numbers; and
- 22 5. any related matter.

1 (2) The functions under paragraph (1) of this subsection do not include the
2 regional planning functions of the Commission relating to or affecting the regional district
3 as a planning unit.

4 (b) (1) **[A] EXCEPT AS PROVIDED IN § 25–214 OF THIS ARTICLE,** A county
5 planning board has exclusive jurisdiction over:

6 (i) local functions, including:

- 7 1. the administration of subdivision regulations;
- 8 2. the preparation and adoption of recommendations to the
9 district council with respect to zoning map amendments; and
- 10 3. the assignment of street names and house numbers in the
11 regional district; and

12 (ii) mandatory referrals made in accordance with Subtitle 3, Part I
13 of this title by the county planning board’s respective county government or any unit of the
14 county government.

15 20–513.

16 (a) (1) (i) The County Council may provide for the issuance of permits for
17 the construction, repair, or remodeling of buildings.

18 (ii) A person may not construct, repair, or remodel a building
19 without obtaining a permit and paying a fee established by the County Council.

20 (2) The County Council shall:

- 21 (i) regulate uniformly the construction, improvement, and
22 demolition of buildings;
- 23 (ii) regulate the size of bricks and thickness of walls that are used in
24 houses to be built;

1 (iii) provide for the entry into and examination of all buildings, lots,
2 yards, enclosures, boats, and vehicles in order to determine their condition for health,
3 cleanliness, and safety;

4 (iv) 1. provide for the taking down and removal of buildings,
5 walls, structures, or superstructures that are or may become dangerous; or

6 2. require owners to move the buildings, walls, structures, or
7 superstructures or put them in a safe and sound condition at their own expense;

8 (v) regulate the building and maintenance of party walls, partitions,
9 fences, parapet walls, fire walls, smoke flues, fireplaces, hot-air flues, boilers, kettles,
10 smokestacks, and stove pipes;

11 (vi) regulate the storage of gasoline and other combustibles or
12 explosives in any structure listed in item (v) of this paragraph;

13 (vii) regulate the safe construction, inspection, and repair of private
14 and public buildings;

15 (viii) regulate, limit, or prohibit the construction of wooden or frame
16 buildings and remove the buildings at the owner's expense, when constructed or not
17 removed;

18 (ix) regulate the height, construction, and inspection of new
19 buildings;

20 (x) regulate the limits in which steps, porticoes, bay windows, or
21 other structural ornaments may be added to houses fronting on a highway, street, avenue,
22 lane, or alley;

23 (xi) regulate the materials used and the manner of installing electric
24 wiring or piping or laying conduit in any building;

25 (xii) regulate the location, manner of installation, size, and area per
26 lot of all advertising structures and restrict the projection of advertising structures over
27 public property;

1 (xiii) adopt and enforce all necessary rules or regulations over public
2 property; and

3 (xiv) impose fines and penalties for violations of rules or regulations
4 adopted under this paragraph.

5 (b) (1) A local law is not valid or effective until it is adopted by the County
6 Council at a regular meeting and recorded in the records of the County Council.

7 (2) Before adopting any local law under this section, the County Council
8 shall publish notice of the date, place, and time, in a newspaper of general circulation in
9 the part of the regional district affected by the local law, of the meeting of the County
10 Council at which the local law is to be presented for adoption.

11 (3) The notice shall:

12 (i) state that the meeting will include a hearing on the proposed
13 local law at which all persons will be given an opportunity to express the person's views on
14 the proposed local law;

15 (ii) 1. briefly indicate the nature of the local law to be adopted,
16 amended, or repealed; or

17 2. if a complete and comprehensive building code is to be
18 considered for adoption, provide a statement to that effect; and

19 (iii) be published at least once each week for 2 consecutive weeks
20 before the date of the meeting, but the County Council may provide for more extensive
21 notification.

22 (c) (1) (i) After local laws are adopted, the County Council shall record the
23 local laws in a book kept for that purpose in the office of the County Council.

24 (ii) When the local laws are recorded under this paragraph, all
25 persons are deemed to have notice of the local laws and no actual notice need be proven.

26 (2) (i) The County Council shall print a sufficient number of copies of
27 the adopted and recorded local laws for general distribution.

1 (ii) If it is necessary to prove the existence of the local laws in any
2 judicial proceeding, a printed copy is prima facie evidence of the existence.

3 (d) (1) The County Council may wholly or partly amend any local law adopted
4 under this section.

5 (2) Amendments are valid and effective when recorded as provided in
6 subsection (c) of this section.

7 (e) The County Council may exempt a municipal corporation or special taxing
8 district in the regional district from local laws adopted under this section if the County
9 Council determines that the building regulations and enforcement in the municipal
10 corporation or special taxing district are as adequate and equally effective as the local laws
11 adopted by the County Council.

12 (f) (1) The County Council, in addition to the remedies provided for by this
13 subtitle and Title 27 of this article, may provide for the enforcement of the local laws
14 adopted under this section by applying to the Circuit Court for Prince George’s County for
15 an injunction.

16 (2) A violation of the local laws is sufficient cause in itself for the issuance
17 of an injunction when applied for, and no further cause need be alleged or shown.

18 (g) (1) A building code adopted under this section shall be enforced by the
19 officers designated in the county charter or county code.

20 (2) All fees and penalties are governed by the law applicable to a charter
21 county.

22 20–515.

23 The county or a unit of the county responsible for issuing grading permits shall place
24 conditions on a grading permit issued under Subtitle 4, Division 3 of the Prince George’s
25 County Code (2007 Edition) if:

26 (1) the permit involves at least 10 acres of land in the county portion of the
27 regional district; and

1 (2) the county or the unit finds there is or would be an adverse effect, as a
2 result of noise or traffic, on the safety, health, or welfare of the residents in the immediate
3 area of the land that is the subject of the grading permit.

4 **22-217.**

5 **IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE’S**
6 **COUNTY, THE PERMIT DEPARTMENT CONDUCTS THE REVIEW OF ZONING AND**
7 **CONDITIONS OF APPROVAL UNDER § 25-214 OF THIS ARTICLE.**

8 **23-109.**

9 **IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE’S**
10 **COUNTY, THE PERMIT DEPARTMENT CONDUCTS THE REVIEW OF SUBDIVISION AND**
11 **CONDITIONS OF APPROVAL UNDER § 25-214 OF THIS ARTICLE.**

12 **25-214.**

13 **(A) THIS SECTION APPLIES ONLY IN THE PORTION OF THE REGIONAL**
14 **DISTRICT LOCATED IN PRINCE GEORGE’S COUNTY.**

15 **(B) (1) (I) NOTWITHSTANDING ANY PUBLIC LOCAL LAW OR ANY OTHER**
16 **PUBLIC GENERAL LAW, INCLUDING MUNICIPAL DELEGATION UNDER § 25-301 OF**
17 **THIS TITLE, AN APPLICATION FOR A PERMIT LISTED IN PARAGRAPH (2) OF THIS**
18 **SUBSECTION SHALL BE REVIEWED SOLELY BY THE PERMIT DEPARTMENT, AND NOT**
19 **BY THE COMMISSION OR A UNIT OF THE COMMISSION.**

20 **(II) THIS SECTION MAY NOT BE CONSTRUED TO LIMIT THE**
21 **AUTHORITY OF THE COMMISSION OVER OTHER AREAS OF LAND USE SUCH AS SITE**
22 **PLAN REVIEW.**

23 **(2) PERMITS FOR THE FOLLOWING LAND USE FUNCTIONS AND AREAS**
24 **ARE SUBJECT TO MANDATORY REVIEW UNDER THIS SECTION:**

25 **(I) ZONING, INCLUDING MAP AMENDMENTS, SPECIAL**
26 **EXCEPTIONS, CONCEPTUAL SITE PLANS, COMPREHENSIVE DESIGN PLANS,**

1 DETAILED SITE PLANS, SPECIFIC DESIGN PLANS, OTHER RELATED PLANS, AND
2 CONDITIONS OF APPROVAL;

3 (II) SUBDIVISION, INCLUDING PRELIMINARY PLANS, FINAL
4 PLATS, AND CONDITIONS OF APPROVAL;

5 (III) PUBLIC AND PRIVATE RECREATIONAL AMENITIES, PARK
6 DEVELOPMENT, TRAIL REVIEW, AND OTHER MATTERS RELATED TO DEVELOPMENT
7 OF RECREATIONAL FACILITIES OR AMENITIES;

8 (IV) TRAFFIC REVIEW, INCLUDING ROAD IMPROVEMENTS
9 SUBJECT TO COUNTY OR LOCAL JURISDICTION;

10 (V) NATURAL RESOURCE AND ENVIRONMENTAL PLANNING
11 REVIEWS, INCLUDING FOREST CONSERVATION PLANS, SOIL ANALYSIS,
12 FLOODPLAINS, AND WETLANDS;

13 (VI) HISTORIC REVIEW, HISTORIC WORK AREA PERMITS, AND
14 CONDITIONS OF APPROVAL; AND

15 (VII) LANDSCAPING AND SIGNAGE.

16 (c) (1) AN AGGRIEVED PERSON MAY MAKE A REQUEST TO REVIEW A
17 DECISION OF THE PERMIT DEPARTMENT UNDER THIS SECTION TO THE COUNTY
18 BOARD OF APPEALS IN THE SAME MANNER AS IF THE DECISION WERE MADE BY A
19 UNIT OF THE COMMISSION.

20 (2) AN AGGRIEVED PERSON MAY REQUEST ANY OTHER
21 ADMINISTRATIVE OR JUDICIAL REVIEW OF A DECISION OF THE COUNTY BOARD OF
22 APPEALS UNDER PARAGRAPH (1) OF THIS SUBSECTION IN ACCORDANCE WITH
23 APPLICABLE LAW.

24 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July
25 1, 2016.

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Smith
Typed by: Sumer
Stored – 10/21/15
Proofread by _____
Checked by _____

By: **Prince George’s County Delegation and Montgomery County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Land Use – Zoning Powers and Review**

3 **PG/MC 111–16**

4 FOR the purpose of providing for the review of certain zoning matters by the district council
5 in Prince George’s County in a certain manner; providing that certain authority of
6 the county planning board over certain zoning matters in the portion of the regional
7 district located in Prince George’s County is not exclusive and is subject to review
8 and final decision by the district council in certain manners; providing that certain
9 zoning powers within the portion of the regional district located in Prince George’s
10 County are vested in and may only be exercised by the district council; and generally
11 relating to land use authority and decisions in Prince George’s County.

12 BY repealing and reenacting, without amendments,
13 Article – Land Use
14 Section 20–202
15 Annotated Code of Maryland
16 (2012 Volume and 2015 Supplement)

17 BY adding to
18 Article – Land Use
19 Section 22–109 and 22–124

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.



1 Annotated Code of Maryland
2 (2012 Volume and 2015 Supplement)

3 BY repealing and reenacting, with amendments,
4 Article – Land Use
5 Section 22–120
6 Annotated Code of Maryland
7 (2012 Volume and 2015 Supplement)

8 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
9 That the Laws of Maryland read as follows:

10 **Article – Land Use**

11 20–202.

12 (a) (1) Subject to paragraph (2) of this subsection, a county planning board:

13 (i) is responsible for planning, subdivision, and zoning functions
14 that are primarily local in scope; and

15 (ii) shall exercise, within the county planning board’s jurisdiction,
16 the following powers:

- 17 1. planning;
- 18 2. zoning;
- 19 3. subdivision;
- 20 4. assignment of street names and house numbers; and
- 21 5. any related matter.

22 (2) The functions under paragraph (1) of this subsection do not include the
23 regional planning functions of the Commission relating to or affecting the regional district
24 as a planning unit.

1 (b) (1) A county planning board has exclusive jurisdiction over:

2 (i) local functions, including:

3 1. the administration of subdivision regulations;

4 2. the preparation and adoption of recommendations to the
5 district council with respect to zoning map amendments; and

6 3. the assignment of street names and house numbers in the
7 regional district; and

8 (ii) mandatory referrals made in accordance with Subtitle 3, Part I
9 of this title by the county planning board's respective county government or any unit of the
10 county government.

11 (2) The Montgomery County Planning Board has exclusive jurisdiction
12 over a mandatory referral made in accordance with Subtitle 3, Part I of this title by the
13 County Board of Education, a municipal corporation or special taxing district, or a publicly
14 owned or privately owned public utility.

15 (c) (1) Subject to paragraph (2) of this subsection, the Montgomery County
16 Planning Board shall:

17 (i) review the annual capital budgets of the county and future
18 capital budget projections; and

19 (ii) submit recommendations to the county council.

20 (2) The county government shall have sole responsibility for the
21 preparation of the capital budgets and programs of public works.

22 (d) Each county planning board shall:

23 (1) meet from time to time with its respective county council; and

24 (2) perform surveys, studies, and other planning duties the county council
25 assigns to the county planning board.

1 **22-109.**

2 **NOTWITHSTANDING § 20-202 OF THIS ARTICLE, IN PRINCE GEORGE'S**
3 **COUNTY, A FINAL ADMINISTRATIVE DECISION BY THE DISTRICT COUNCIL IN A**
4 **ZONING MATTER SHALL BE BASED ON ITS REVIEW OF THE ADMINISTRATIVE**
5 **RECORD, UNLESS LOCAL LAW EXPRESSLY PROVIDES OTHERWISE.**

6 **22-120.**

7 **(A) [Within] SUBJECT TO SUBSECTION (B) OF THIS SECTION, WITHIN the**
8 **regional district, any power granted to a planning commission or board of appeals under**
9 **Division I of this article shall be construed as vested exclusively in and may be exercised**
10 **only by:**

11 (1) the Commission; or

12 (2) the board of appeals created or authorized by this title.

13 **(B) NOTWITHSTANDING § 20-202 OF THIS ARTICLE, WITHIN THE PORTION**
14 **OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE'S COUNTY, ANY ZONING**
15 **POWER GRANTED TO A PLANNING COMMISSION OR BOARD OF APPEALS UNDER**
16 **DIVISION I OF THIS ARTICLE SHALL BE CONSTRUED AS VESTED IN AND MAY BE**
17 **EXERCISED ONLY BY THE DISTRICT COUNCIL.**

18 **22-124.**

19 **(A) THIS SECTION APPLIES IN THE PORTION OF THE REGIONAL DISTRICT**
20 **LOCATED IN PRINCE GEORGE'S COUNTY, NOTWITHSTANDING § 20-202 OF THIS**
21 **ARTICLE.**

22 **(B) (1) THE AUTHORITY OF THE COUNTY PLANNING BOARD OVER ZONING**
23 **MATTERS, BOTH GENERAL AND LOCAL, AND ZONING APPLICATIONS FOR**
24 **DEVELOPMENT IS NOT EXCLUSIVE.**

25 **(2) IN A ZONING CASE, THE AUTHORITY OF THE COUNTY PLANNING**
26 **BOARD IS LIMITED TO THE PREPARATION AND ADOPTION OF A RECOMMENDATION**
27 **TO THE DISTRICT COUNCIL FOR A FINAL DECISION BY THE DISTRICT COUNCIL.**

1 **(3) IN ANY OTHER ZONING MATTER, THE AUTHORITY OF THE COUNTY**
2 **PLANNING BOARD IS SUBJECT TO REVIEW AND FINAL DECISION BY THE DISTRICT**
3 **COUNCIL.**

4 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
5 1, 2016.

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Carter
Typed by: Jessica
Stored – 10/01/15
Proofread by _____
Checked by _____

By: **Prince George’s County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Authority to Impose Fees for Use of Disposable Bags**

3 **PG 404–16**

4 FOR the purpose of authorizing Prince George’s County to impose, by law, a fee on certain
5 retail establishments for use of disposable bags as part of a retail sale of products;
6 limiting the amount of a certain fee; defining certain terms; and generally relating
7 to the authority for Prince George’s County to impose a fee for use of disposable bags.

8 BY adding to

9 Article – Local Government

10 Section 13–1001 to be under the new subtitle “Subtitle 10. Miscellaneous Provisions”

11 Annotated Code of Maryland

12 (2013 Volume and 2015 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

14 That the Laws of Maryland read as follows:

15 **Article – Local Government**

16 **SUBTITLE 10. MISCELLANEOUS PROVISIONS.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **13-1001.**

2 (A) THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.

3 (B) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
4 INDICATED.

5 (2) (I) "DISPOSABLE BAG" MEANS A PLASTIC BAG PROVIDED BY A
6 STORE TO A CUSTOMER AT THE POINT OF SALE.

7 (II) "DISPOSABLE BAG" DOES NOT INCLUDE:

8 1. A DURABLE PLASTIC BAG WITH HANDLES THAT IS AT
9 LEAST 2.25 MILS THICK AND IS DESIGNED AND MANUFACTURED FOR MULTIPLE
10 REUSE;

11 2. A BAG USED TO:

12 A. PACKAGE BULK ITEMS, INCLUDING FRUIT,
13 VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;

14 B. CONTAIN OR WRAP FROZEN FOODS, MEAT, OR FISH,
15 WHETHER PREPACKAGED OR NOT;

16 C. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR
17 OTHER DAMP ITEMS;

18 D. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY
19 GOODS; OR

20 E. CONTAIN A NEWSPAPER OR DRY CLEANING;

21 3. A BAG PROVIDED BY A PHARMACIST TO CONTAIN
22 PRESCRIPTION DRUGS; AND

23 4. PLASTIC BAGS SOLD IN PACKAGES CONTAINING
24 MULTIPLE PLASTIC BAGS INTENDED FOR USE AS GARBAGE, PET WASTE, OR YARD
25 WASTE BAGS.

1 **(3) “STORE” MEANS A RETAIL ESTABLISHMENT THAT PROVIDES**
2 **DISPOSABLE BAGS TO CUSTOMERS AS A RESULT OF THE SALE OF A PRODUCT.**

3 **(C) (1) THE COUNTY MAY IMPOSE, BY LAW, A FEE ON A STORE FOR THE**
4 **USE OF DISPOSABLE BAGS AS A PART OF A RETAIL SALE OF PRODUCTS.**

5 **(2) THE FEE IMPOSED UNDER PARAGRAPH (1) OF THIS SUBSECTION**
6 **MAY NOT EXCEED 5 CENTS FOR EACH DISPOSABLE BAG USED.**

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
8 October 1, 2016.

David Moran

From: David Moran
Sent: Tuesday, January 12, 2016 12:05 PM
To: 'Ed Putens - Home'; 'Ed Putens (eputens@greenbeltmd.gov)'; Emmett Jordan; 'J. Davis - City (jdavis@greenbeltmd.gov)'; 'Konrad Herling - City (kherling@greenbeltmd.gov)'; 'Leta Mach - City (lmach@greenbeltmd.gov)'; 'Putens, Edward *'; 'Rodney Roberts - City (rroberts@greenbeltmd.gov)'; Silke Pope
Cc: Michael McLaughlin; Cindy Murray
Subject: Disposable Plastic Bag Legislation

Council,

Following up on last night's discussion of the disposable plastic bag bill, I have done some additional research. My agenda comments were incorrect. The language in the 2016 bill (PG 404) related to the fee is the same language as prior years. I apologize for the error. I was confusing the local bills with the statewide bills which do specify a customer fee.

I checked these disposable plastic bag bills going back to 2011. The language in the legislation has always been that "the County may impose, by law, a fee on a store". These local bills are enabling so Prince George's County would still have to pass a law in order to implement the fee. In 2011, 2012 & 2013 the bills did not specify a fee amount. In 2014, 2015 & 2016, language was added that the fee "may not exceed 5 cents".

The City has supported this legislation since it was first introduced in 2011. I will follow-up with Senator Pinsky's office regarding some of the other questions raised last night.

The statewide plastic bag bills which the City also supported in 2013, 2014 & 2015 contained language about a fee which the store charges to the customer. These bills specify if the store is able to retain a portion of that fee and how the fee that the State collects is used (i.e., community cleanup, stormwater control, etc.).

David

David E. Moran
Assistant City Manager
City of Greenbelt
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SENATE BILL 57

C2
SB 620/15 – EHE & FIN

(PRE-FILED)

6lr1078
CF HB 31

By: **Senator Ramirez**

Requested: November 4, 2015

Introduced and read first time: January 13, 2016

Assigned to: Education, Health, and Environmental Affairs and Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Community Cleanup and Greening Act of 2016**

3 FOR the purpose of prohibiting a store from distributing plastic disposable carryout bags
4 free of charge to a customer at the point of sale; requiring a store to charge and collect
5 a certain fee for each paper disposable carryout bag the store provides to a customer;
6 authorizing a store to retain a certain amount of a certain fee under certain
7 circumstances; prohibiting a store from advertising or stating certain information
8 under certain circumstances; requiring a store to include certain information on
9 certain receipts; providing that the sales and use tax does not apply to a certain
10 amount of money retained by a store under certain circumstances; requiring the
11 operator of a store to remit a certain amount of money to the Comptroller; requiring
12 the Comptroller to retain a certain amount of money for a certain purpose; requiring
13 the Comptroller to distribute a certain amount of money to the Department of Labor,
14 Licensing, and Regulation for a certain purpose and to distribute a certain remaining
15 amount of money to the counties proportional to each county's population; requiring
16 a county that receives a certain distribution of money to use the money only for
17 certain purposes; establishing a certain maximum penalty for a violation of this Act;
18 providing that a distribution of one or more plastic disposable carryout bags free of
19 charge at a single point of sale is a single violation; requiring the Department to
20 adopt certain regulations; defining certain terms; and generally relating to carryout
21 bags and community cleanup and greening efforts.

22 BY adding to

23 Article – Business Regulation

24 Section 19–104

25 Annotated Code of Maryland

26 (2015 Replacement Volume and 2015 Supplement)

27 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
28 That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Business Regulation

2 19-104.

3 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
4 INDICATED.5 (2) “CUSTOMER BAG CREDIT PROGRAM” MEANS A PROGRAM
6 IMPLEMENTED IN A STORE THAT:7 (I) REQUIRES THE STORE TO PAY A CUSTOMER A CREDIT OF AT
8 LEAST 5 CENTS FOR EACH BAG PROVIDED BY THE CUSTOMER FOR PACKAGING THE
9 CUSTOMER’S PURCHASES;10 (II) REQUIRES THE TOTAL AMOUNT OF THE CREDIT PAID TO A
11 CUSTOMER UNDER ITEM (I) OF THIS PARAGRAPH TO BE DISPLAYED ON THE
12 CUSTOMER TRANSACTION RECEIPT; AND13 (III) IS PROMINENTLY ADVERTISED AT EACH CHECKOUT
14 REGISTER IN THE STORE.15 (3) (I) “DISPOSABLE CARRYOUT BAG” MEANS A PAPER OR PLASTIC
16 BAG PROVIDED BY A STORE TO A CUSTOMER AT THE POINT OF SALE.17 (II) “DISPOSABLE CARRYOUT BAG” INCLUDES A DURABLE
18 PLASTIC BAG WITH HANDLES THAT IS DESIGNED AND MANUFACTURED FOR
19 MULTIPLE REUSE.

20 (III) “DISPOSABLE CARRYOUT BAG” DOES NOT INCLUDE:

21 1. A BAG USED TO:

22 A. PACKAGE BULK ITEMS, INCLUDING FRUIT,
23 VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;24 B. CONTAIN OR WRAP FROZEN FOODS, MEAT, OR FISH,
25 WHETHER PREPACKAGED OR NOT;26 C. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR
27 OTHER DAMP ITEMS;28 D. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY
29 GOODS; OR

1 E. CONTAIN A NEWSPAPER OR DRY CLEANING;

2 2. A BAG PROVIDED BY A PHARMACIST TO CONTAIN
3 PRESCRIPTION DRUGS;

4 3. PLASTIC BAGS SOLD IN PACKAGES CONTAINING
5 MULTIPLE PLASTIC BAGS INTENDED FOR USE AS GARBAGE BAGS, PET WASTE BAGS,
6 OR YARD WASTE BAGS; AND

7 4. A PAPER BAG THAT A RESTAURANT PROVIDES TO A
8 CUSTOMER TO TAKE FOOD OR DRINK AWAY FROM THE RESTAURANT.

9 (4) (I) “OPERATOR” MEANS A PERSON IN CONTROL OF, OR HAVING
10 DAILY RESPONSIBILITY FOR, THE DAILY OPERATION OF A STORE.

11 (II) “OPERATOR” INCLUDES THE OWNER OF THE STORE.

12 (5) (I) “STORE” MEANS A RETAIL ESTABLISHMENT THAT
13 PROVIDES DISPOSABLE CARRYOUT BAGS TO ITS CUSTOMERS AS A RESULT OF THE
14 SALE OF A PRODUCT.

15 (II) “STORE” DOES NOT INCLUDE A ROADSIDE STAND OR
16 FARMER’S MARKET.

17 (B) A STORE MAY NOT DISTRIBUTE PLASTIC DISPOSABLE CARRYOUT BAGS
18 FREE OF CHARGE TO A CUSTOMER AT THE POINT OF SALE.

19 (C) (1) A STORE SHALL CHARGE AND COLLECT A FEE OF 10 CENTS FOR
20 EACH PAPER DISPOSABLE CARRYOUT BAG THE STORE PROVIDES TO A CUSTOMER.

21 (2) A STORE MAY RETAIN:

22 (I) 5 CENTS FROM EACH 10-CENT FEE THE STORE COLLECTS;
23 OR

24 (II) 7 CENTS FROM EACH 10-CENT FEE THE STORE COLLECTS IF
25 THE STORE HAS A CUSTOMER BAG CREDIT PROGRAM.

26 (3) A STORE MAY NOT ADVERTISE, HOLD OUT, OR STATE TO THE
27 PUBLIC OR TO A CUSTOMER, DIRECTLY OR INDIRECTLY, THAT THE REIMBURSEMENT
28 OF THE FEE OR ANY PART OF THE FEE COLLECTED BY THE STORE WILL BE ASSUMED
29 OR ABSORBED BY THE STORE OR REFUNDED TO THE CUSTOMER.

1 (4) A STORE SHALL INDICATE ON THE CONSUMER TRANSACTION
2 RECEIPT THE NUMBER OF DISPOSABLE CARRYOUT BAGS PROVIDED BY THE STORE
3 AND THE TOTAL AMOUNT OF THE FEE CHARGED.

4 (5) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE SALES
5 AND USE TAX DOES NOT APPLY TO THE AMOUNT OF MONEY RETAINED BY A STORE
6 UNDER PARAGRAPH (2) OF THIS SUBSECTION.

7 (6) THE OPERATOR OF A STORE SHALL REMIT TO THE COMPTROLLER
8 THE AMOUNT OF MONEY COLLECTED FROM THE FEE THAT IS NOT RETAINED BY THE
9 STORE UNDER PARAGRAPH (2) OF THIS SUBSECTION.

10 (D) (1) FROM THE MONEY COLLECTED UNDER SUBSECTION (C)(6) OF
11 THIS SECTION, THE COMPTROLLER SHALL:

12 (I) RETAIN AN AMOUNT NECESSARY FOR THE ADMINISTRATION
13 OF THIS SECTION, INCLUDING EDUCATION OF THE PUBLIC AND REGULATED
14 BUSINESSES ABOUT THIS SECTION AND ITS PURPOSE;

15 (II) DISTRIBUTE A PORTION TO THE DEPARTMENT IN AN
16 AMOUNT TO COVER THE COSTS OF IMPLEMENTING AND ENFORCING THIS SECTION;
17 AND

18 (III) DISTRIBUTE THE MONEY THAT REMAINS AFTER THE
19 DISTRIBUTIONS UNDER ITEMS (I) AND (II) OF THIS PARAGRAPH TO THE COUNTIES,
20 PROPORTIONAL TO EACH COUNTY'S POPULATION.

21 (2) A COUNTY THAT RECEIVES MONEY UNDER PARAGRAPH (1)(III) OF
22 THIS SUBSECTION MAY USE THE MONEY ONLY FOR:

23 (I) COMMUNITY GREENING;

24 (II) STORMWATER CONTROL;

25 (III) TRASH OR LITTER CLEANUP AND PREVENTION;

26 (IV) TOTAL MAXIMUM DAILY LOAD AND WATERSHED
27 IMPLEMENTATION PROJECTS;

28 (V) RECYCLING PROGRAMS AND PROJECTS;

29 (VI) FRESH FOOD FINANCING; OR

1 (VII) ANY OTHER PROJECT RELATED TO WATER QUALITY
2 IMPROVEMENT OR SOLID WASTE SOURCE REDUCTION.

3 (E) (1) A STORE THAT VIOLATES THIS SECTION IS SUBJECT TO A PENALTY
4 NOT EXCEEDING \$100.

5 (2) A DISTRIBUTION OF ONE OR MORE PLASTIC DISPOSABLE
6 CARRYOUT BAGS FREE OF CHARGE TO A CUSTOMER AT A SINGLE POINT OF SALE IS
7 A SINGLE VIOLATION.

8 (3) A PENALTY MAY NOT BE IMPOSED ON A STORE MORE THAN ONCE
9 WITHIN A 7-DAY PERIOD.

10 (F) THE DEPARTMENT SHALL ADOPT REGULATIONS TO IMPLEMENT AND
11 ENFORCE THIS SECTION.

12 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
13 October 1, 2016.