COUNCIL OF THE TOWN OF BLADENSBURG WORK SESSION AGENDA - DRAFT

September 13, 2021 @ 5:30PM

Public Access Virtual via live stream on the Town's Facebook and YouTube pages
Or Zoom (access info below).

Mayor, Council Members, and specific Town staff will meet at Town Hall.

I.	CALL TO ORDER	1 min.
П.	APPROVAL OF AGENDA	1 min.
III.	APPROVAL OF MINUTES	1 min.
IV.	OLD BUSINESS	
	a. Legislative Priority Recap and update	10 mins.
	b. Vehicle Charging Stations - Pepco	5 mins.
	c. Building Resilient Infrastructure & Communities (BRIC) Funding	3 mins.
	d. Neighborhood Watch	3 mins.
٧.	NEW BUSINESS	
	a. Appointment of Town Clerk	3 mins.
	b. Port Towns Transportation Services	4 mins.
	 Port Towns Quarterly Meeting (announcement and agenda items) 	3 mins.
	d. American Rescue Plan Act	5 mins.
	 i. Position Description: American Rescue Plan Act (ARPA) Grant Manager 	5 mins.
	e. Law Enforcement Officers Pension System (LEOPS)	5 mins.
	f. Free English Classes & Laptops for Adult Bladensburg Learners	5 mins.
	g. Invitation to Contribute: Lost History of Frederick Douglas in Prince George's County	5 mins.
VI.	ADJOURNMENT	1 min,

Future Agenda Items

Meeting Access Information

https://zoom.us/j/97463669358?pwd=QkNNKzRDNFJUK3pWL0ZGc0E0NDdGZz09

Meeting ID: 974 6366 9358

Passcode: 930725

Join by phone:

One tap mobile

+13017158592,,97463669358#,,,,*930725# US (Washington D.C)

Calendar Link:

https://zoom.us/meeting/tJMpcequqDIpH9ytHXCuoJtxlyirS-4fnxy1/ics?icsToken=98tyKuCvqj0pHNKcsxyPRowEBo_ob-7wplhegvpEiDfdIDVcSBfuH_tLIIEyRN7e

WS(Na) Reg.(IXA)

Bladensburg Priorities as of September 2022:

County:

<u>Land Use for Bladensburg</u> - Help coordinate discussions with County & State Legislatures to discuss drafting legislation to provide the Port Towns with more say in planning & zoning decisions.

It is imperative that the municipalities have the ability to provide input into the zoning issues impacting our communities. Currently, the municipalities have very little participation in the planning and zoning decisions affecting our Towns. We understand this is a legislative matter and are asking to be a part of the development discussions in the early stages so we can better assist the County in meeting the needs of our residents. (See zoning re-write. County Map Amendment hearings to be held on September 14 and 15, 2021.)

<u>Small Cell Legislation Authority</u> - The municipalities have passed local ordinances to regulate the aesthetics and placement of the 5G Small Cell Towers. More recently we were notified Prince Georges County was proposing legislation to regulate the placement of the Small Cell Towers. The Municipalities were not asked for input on the County's proposed legislation. As a municipality, our primary concern is that the County's legislation does not supersede the authority of the local jurisdictions. It is important for both the County and municipalities to have common language in our ordinances to avoid conflict.

<u>Anacostia Dredging</u> - Advocate with PGC Department of Environment, Corps of Engineers, State representatives and other applicable agencies to identify funding to dredge the Anacostia River.

The Waterfront is one of the regions greatest assets and is vital to the Port Towns goal of providing a superior quality of life for those living and working in the area; and for attracting capital investment to our communities. Identifying funding to dredge the Anacostia on an ongoing basis will improve the ability to develop the river as an Economic asset for the Port Towns and to provide recreational opportunities for our residents and visitors to our communities.

<u>Call-A-Bus</u> - Expand and improve the Call-A-Bus service to improve the mobility of seniors and disabled residents. Advocating for improving the Call-A-Bus service with will go a long way toward enhancing the quality of life for some of our most vulnerable residents. For many, the Call-A-Bus service is their only mode of transportation to doctors' appointments and other critical services. (Potential labor outreach as well.)

<u>Wayfinding Signage</u> - Facilitate, assist in identifying funding to implement a Wayfinding signage program with the M-NCPPC. Installation of a Wayfinding signage program will help direct visitors to transit stops, recreational assets and historic attractions. Having unified signage will also enhance the marketing and promotion of the Port Towns as a place to visit, live and do business.

State Legislation:

Bostwick House funding - We need to stabilize the structural integrity of the house and then work to get funding to complete all repairs and get the house to a functional state.

The Bostwick House is a historic house located in the Town of Bladensburg. Over the years the Town has been fortunate to receive grant funding to help with stabilizing the structural integrity of the building. The interior of the house is need of restoration to allow the Town to utilize the home for tours, attract visitors and to have the ability to host events and meetings. To complete a full restoration of this historic treasurer, the Town will need to seek other sources of capital investment to cover the full costs associated with a restoration of an historic structure.

New Town Hall – need a new community and Town Hall facilities to encompass more space for: Resident use, featuring a visitor's center, job training center; The police department, administrative staff, council and possibly the Fire Department. The Town has limited community space for resident functions and meetings, job training, computer lab, etc. In addition, we have very little room for growth as it relates to our staff. Our facilities are dated and would benefit from more energy efficient and sustainable construction. We need new facilities. (Pending planning documents...interchangeable with priority item #1)

<u>Law Enforcement Bill of Rights</u> (added July Mayor/Council Meeting) – Latitude needs to be given to local jurisdictions in the disciplinary process to address officers misconduct. A reporting system needs to be made available at all levels for the complaints files and final resolutions. (State legislative fix in 2023. Strategy is to hold until 2023 General Assembly and continue strategic discussions with key decision makers and other vested parties.)

<u>Trails System</u> - Capitalize on the community asset of the Bladensburg Waterfront Park & Trail System to attract residents & visitors. Assist with identifying and reaching out to the appropriate agencies/legislatures to advocate for installation of pedestrian safety improvements to the Trail system. Enhanced safety features will encourage more residents to use the trails to bike to and from work, and to take advantage of the trails as a recreational asset. Not only will this improve the health and well-being of our residents, it will aid in reducing the carbon footprint in the Port Towns. (Local bill/funding need possible)

<u>Bladensburg Community Center</u> - Facilitate the discussions with the appropriate County & State legislatures to help advocate for the expansion of the Bladensburg Community Center & identify funding to conduct a feasibility study of the current and future space needs.

The Bladensburg Community Center is an essential recreational asset for our communities. The Center offers multiple fitness and sports programs, summer camps, after school activities, and classes designed to improve the quality of life for residents of all ages. The Center also serves as a community gathering location for social interaction and educational opportunities. Due to limited space, the Bladensburg Community Center is unable to expand

their programming and meet the growing needs of the area. Expanding or building a new facility will improve the overall quality of life and provide important programs and services needed in the Port Towns. (Bond Bill legislation)

Peace Cross Traffic Management Plan - Assist with facilitating the discussions with SHA and other State and Federal officials on improving pedestrian & bicycle infrastructure at the Peace Cross Intersection. This intersection is a point where three major roads converge and both pedestrian and vehicle traffic are subjected to potential life-threatening situations on a daily basis. This area is adjacent to the Bladensburg Waterfront Park, a major recreational asset of the Port Towns. A study is needed at this intersection to help identify alternatives to move pedestrians, bicyclists, and vehicles in a safe manner. Additionally, discussion was held to identify a visually aesthetic guardrail to protect the Peace Cross from vehicle accidents. (This will require a multi-year effort.)

MEA Weatherization Funding – The funding from the MEA program assists low to moderate income homeowners with rehabilitation through energy saving measures. The recent changes to apply for the MEA funding have made it more difficult for the Port Towns to compete for funding as collaborative, forcing homeowners to rely on a nonprofit not located in the region to assist with upgrading their homes.

<u>Homeowner Assistance</u> - Assist with identifying rehab programs for homeowners. Identifying possible incentives for first time homeowners will increase home ownership and result in more families locating in the Port Towns. Equally important is the ability to match affordable housing programs and services to help existing homeowner's stay in their homes longer and age in place.

Economic Development Opportunities:

<u>Strip Mall Improvements</u> - Assist with identifying state resources & educational programs to help facilitate the increase in grant funding available for façade improvements to strip malls. Identifying and increasing the resources available for aesthetic improvements for small businesses and aging commercial centers will attract investment; and provide increased retail options for the Port Towns, ensuring economic sustainability for future generations.

<u>Small Business Growth</u> - Assist with identifying state resources & educational programs to help facilitate small business growth. Strengthening the small business sector is an important part of the Port Town's economy and will help to increase the diversity of businesses in our communities. Assisting with identifying resources to provide events, classes and workshops will encourage new business growth in the Port Towns.

<u>Port Towns Redevelopment</u> - Assist with identifying incentives to attract capital investment to encourage redevelopment of the Port Towns. Identifying and advocating for incentives to attract developers and capital investment is critical for the continued growth of the Port Towns. The economic sustainability of our communities is dependent upon redevelopment opportunities and the creation of new mixed used residential projects to attract new residents,

create jobs and provide an exceptional quality of life. (This may also cross into some County legislation/funding opportunities.)

Bladensburg Internal Operations:

<u>Ouality of Life</u> – Assist with identifying funding to facilitate a branding/marketing campaign to help define the Port Towns identity and to promote the benefits of living, working and visiting the area. Better defining the identity of the Port Towns will lead to increased awareness of the benefits of living, working and visiting the area. A strong identity will also strengthen the ability of our partners to attract resources resulting in better and improved services and programs for our residents.



LICENSE AGREEMENT FOR PEPCO ELECTRIC VEHICLE CHARGING STATION PROGRAM

THIS LICENSE AGREEMENT ("Agreement") made as of the _____ day of _____, 20__ ("Effective Date") between the TOWN OF BLADENSBURG, a municipal corporation in the State of Maryland (hereinafter, the "TOWN"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation (hereinafter "PEPCO"). PEPCO and the TOWN are each referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the TOWN is the owner of the property located at 4229 EDMONSTON ROAD, BLADENSBURG, MARYLAND 20710 (the "TOWN Property"); and

WHEREAS, the TOWN is the owner of the property located at 4500 57TH AVENUE, BLADENSBURG, MARYLAND 20710 (the "TOWN Property"); and

WHEREAS, PEPCO and TOWN desire to support Maryland's goal to advance the adoption of electric vehicles through the expansion of public electric vehicle charging station infrastructure on property leased, owned or occupied by a unit of the state, county or municipal government; and

WHEREAS, in furtherance of that goal, PEPCO desires to place electric vehicle charging station facilities and the TOWN agrees to allow the installation, operation, maintenance and removal of electric vehicle charging station facilities on the TOWN Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, PEPCO and the TOWN hereby agree as follows:

- 1. <u>Recitals incorporated</u>. The above Recitals are incorporated herein.
- 2. <u>Use of the Town Property</u>. The TOWN hereby grants PEPCO, its successors, licensees and assigns, subject to the terms set forth herein, the right and license to construct, install, reconstruct, operate and maintain the PEPCO owned electric vehicle charging station facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "the Charging Station Facilities") upon, over, under and across the TOWN Property in the general location as described in the attached Exhibit A.

The TOWN grants PEPCO, and its agents, contractors and subcontractors, the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct and practical pathways; the right to perform any needed vegetation management; including removal, in accordance with applicable law; the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding

the Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs on TOWN Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities in accordance with the approved plan and required permits. TOWN will not, nor permit others to, install buildings or structures under or over the Charging Station Facilities and will maintain five (5) foot minimum horizontal clearances from the Charging Station Facilities. TOWN will not place shrubbery, trees, fences, or other obstructions so close to any Charging Station Facilities that they would hinder or obstruct operation or maintenance of said equipment.

PEPCO shall, at its sole cost and expense, be responsible for all installation activities required to support the operation of the Charging Station Facilities and services therewith, including furnishing and installing all materials, equipment, and labor required for the installation of the Charging Station Facilities. This includes but is not limited to all work related to the development of plans and documents for supplying power to the Charging Station Facilities per PEPCO standards and TOWN requirements; the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; and site preparation, trenching, repaving, and landscaping within the area disturbed by PEPCO during the installation of the Charging Station Facilities

- 3. <u>Term of Agreement/Renewal</u>. This Agreement shall commence as of the Effective Date and expire five (5) years from the date that all Charging Station Facilities identified on Exhibit A first become operational in the aggregate ("Term"). Thereafter, the Term shall automatically renew for up to three (3) additional successive terms of five (5) years each (each a "Renewal Term"), provided PEPCO continues to use the TOWN Property as provided in Paragraph 2 above and until either Party delivers a notice of termination of this Agreement to the other Party no less than three (3) months prior to the expiration of any Term or Renewal Term.
- 4. <u>Installation of Charging Station Facilities Permits Required</u>. Prior to the installation of the Charging Station Facilities, PEPCO or its contractor(s) must first obtain applicable permits for the construction and installation, of the Charging Stations Facilities.
- 5. <u>Maintenance</u>. PEPCO or its contractor(s) shall be responsible for the maintenance of the Charging Station Facilities in a safe and operable condition. The Charging Stations Facilities shall be part of PEPCO's electric plant and shall be constructed, installed, maintained, and operated in accordance with applicable PEPCO standards, including safety, and applicable regulations promulgated by the Maryland Public Service Commission, including COMAR 20.50.02.01, to assure, as far as reasonably possible, continuity of service and the safety of persons and property.
- 6. <u>Insurance</u>. During the Term and any Renewal Term of this Agreement, PEPCO and its contractor(s) who will access the Property shall maintain general liability insurance coverage for the Charging Station Facilities naming the TOWN as an additional insured in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. PEPCO and its contractor(s) shall also secure workers' compensation coverage meeting or exceeding Maryland statutory requirements and provide to the TOWN a waiver of subrogation endorsement which documents the workers' compensation carriers agreement to waive all rights of subrogation against the TOWN, its officers, officials, employees, and volunteers for losses which arise from the work

performed by PEPCO or its contractor(s). PEPCO and its contractor(s) will also secure appropriate Auto Liability Coverage to stipulate coverage in the amount of \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.

These insurance requirements may be met by a combination of insurance and self-insurance. Upon request, PEPCO shall provide the TOWN, for itself and its contractors, a statement of self-insurance or insurance certificate with appropriate endorsements evidencing the insurance required herein.

- 7. <u>Indemnification</u>. PEPCO shall indemnify and save harmless the TOWN and all of its officers, employees, agents, representatives, and servants, from any and all liability for personal injury or property damage ("Liabilities"), to the extent resulting directly from (i) any breach or default by Licensee in performing any of its obligations under the provisions of this Agreement, or (ii) the gross negligence or willful misconduct of PEPCO in connection with the installation or maintenance of the Charging Station Facilities, except to the extent such Liabilities are caused by the negligence or willful misconduct of the TOWN, including but not limited to the Local Government Tort Claims Act, Section 5-303 (a), Courts & Judicial Proceedings Article, Annotated Code of Maryland. Provided, however, that nothing in this Agreement will be construed as waiving common law and other governmental immunities or the provisions §5-301 et seq. and §5-507, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland on the part of the TOWN.
- 8. <u>Removal/Ownership of Charging Station Facilities.</u> Upon the termination of this Agreement, PEPCO shall terminate the below-grade electrical equipment and remove its abovegrade property and return CITY'S/TOWN's Property to, as nearly as reasonably practicable, the condition existing immediately prior to the Effective Date.
- 9. <u>Personal Property</u>. The TOWN acknowledges and agrees that all Charging Station Facilities shall be considered personal property and shall at all times remain PEPCO's property.
- 10. **Force Majeure.** The time for performance by PEPCO of any term, provision, or covenant of this Agreement, shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemic and any other cause not within the reasonable control of PEPCO, as the case may be; provided that PEPCO is without fault in causing or failing to prevent such occurrence, and such occurrence could not have been avoided by reasonable precautions and cannot be circumvented through the use of commercially reasonably alternative sources, workaround plans, or other means.
- 11. <u>Notices</u>. All notices given pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered, with signed receipt, or sent by certified mail, return receipt requested, postage prepaid or via a national overnight courier. The notice shall be deemed to have been received on the date indicated on the signed receipt.

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Notices to the	TOWN OF	BLADENSBU	RG shall be	e sent to:	
110HCCS to the	10 111 01	DEMEDIABLE	ICO SHAIL O	c sent to.	

Notices to PEPCO shall be sent to:

Pepco, Manager Real Estate Attn: Marcus Smith 701 Ninth Street, N.W., EP 4223 Washington, D.C. 20068

With courtesy copies that shall not constitute notice to Pepco Legal Services 701 Ninth Street, N.W., Ninth Floor Washington, D.C. 20068

- 11. **Confidentiality.** Except as required by law, neither Party shall disclose this Agreement, which shall include any of the terms, conditions or other non-public facts with respect to this Agreement to any other person or entity, except to their respective directors, officers, employees, agents and advisors, without the prior written consent of the other Party. All such persons shall be informed by the disclosing Party of the confidential nature of this Agreement and shall be directed to keep such information confidential. In the event a disclosure is determined in good faith to be required by law, the disclosing Party shall, prior to any such disclosure and after consultation with counsel, provide written notice of the anticipated disclosure to the other Party.
- 12. **Entire Agreement**. This Agreement contains the entire agreement of the parties. This Agreement can only be modified by a written modification agreement signed by the Parties.
- 13. <u>Governing Law</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.
- 14. <u>Assignment</u>. Except in the case of an assignment by PEPCO to its affiliate or successor, this Agreement may not be assigned without the written consent of the TOWN.
- 15. <u>Electronic Signatures</u>. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the TOWN and PEPCO have executed this Agreement effective as of the date first written above.

By:	::		
Name: Title:			
THE T	TOWN OF BLADENSBURG		
THE T	TOWN OF BLADENSBURG		

POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia

corporation

Exhibit A: Electric Vehicle Charging Infrastructure Plan

To be provided by Pepco (pending design)



Public Charging - Site Proposal

Site Information

Name: Bladensburg Town Hall Parking Lot

Address: 4229 Edmonston Rd, Bladensburg, MD 20710

Jurisdiction: Town of Bladensburg, Prince George's County

Contact: Contact email:

Proposal

Parking Spaces Requested: 3 Charging Station Type: 1 DCFC, 2 L2's, and Meter Cabinet

Pictures

Legend:

Yellow: Service Points Red: Parking Spaces Green: Charging Station Blue: Meter Cabinet





Reviewed & Approved by

Site Representative:	Date:
Pepco representative: Barbara M. Gonzalez	Date: August 31, 2021





Public Charging - Site Proposal

Site Information

Name: 4500 57th Ave Street Parking - Bladensburg

Address: 4500 57th Ave, Bladensburg, MD 20710

Jurisdiction: Town of Bladensburg, Prince George's County

Contact: Contact email:

Proposal

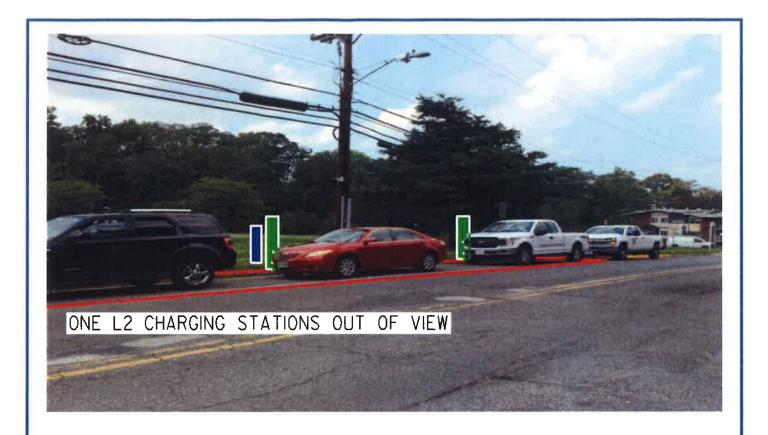
Parking Spaces Requested: 3 Charging Station Type: 3 L2's and Meter Cabinet

Pictures

Legend:

Yellow: Service Point Red: Parking Spaces Green: Charging Station Blue: Meter Cabinet





Reviewed & Approved by

Site Representative:	Date:
Pepco representative: Barbara M. Gonzalez	Date: August 31, 2021





The Towns of Colmar Manor, Bladensburg and Cottage City, & Edmonston offer their senior citizen and physically and/or mentally challenged residents a bus service. Details regarding this service are as follows:

HOURS OF OPERATION: (Temporary)

Monday - Friday from 9:00 a.m. to 3:00 p.m.

COST:

\$1.00 per trip. Exact change required. No charge for Town sponsored events.

TO SCHEDULE AN APPOINTMENT:

Call (301) 277-4920 between 9:00 a.m. and 5:00 p.m. Monday-Wednesday & Friday. A minimum of 24 hour advance notice is needed for each appointment.

No Doctor's appointments after 1:00 p.m. The Bus service cannot guarantee return trip if appointment goes beyond 2:00 p.m.

SERVICE AREA:

An approximate five (5) mile air radius from each Town's Municipal Center/Town Hall.

OTHER INFORMATION:

Physically and/or mentally challenged residents must be able to assist themselves or provide an escort. The driver is not permitted to assist any individuals.

If you have any questions regarding this service, please call the Colmar Manor, Bladensburg, Cottage City or Edmonston Town Halls.

MEMORANDUM OF UNDERSTANDING and AGREEMENT FOR THE MUTUAL PROVISION OF TRANSPORTATION SERVICES

Post of the

This Memorandum of Understanding and Agreement for the provision of transportation services for the Port Towns communities is made this 14th day of June 2010 by and between THE MAYOR AND TOWN COUNCIL OF COLMAR MANOR, an incorporated municipality of the State of Maryland ("Colmar Manor"), THE MAYOR AND TOWN COUNCIL OF BLADENSBURG, an incorporated municipality of the State of Maryland ("Bladensburg") and the TOWN COMMISSIONERS OF COTTAGE CITY ("Cottage City")(collectively hereinafter the "Participating Towns" or individually "Participating Town.")

WITNESSETH

WHEREAS, Participating Towns are each municipal corporations and political subdivisions of the State of Maryland, each organized under and exercising powers granted to it in Article 23A of West's Annotated Code of Maryland (2002 Edition and 2009 Cumulative Annual Pocket Part) as amended to date (the "Code") and their individual charters,

WHEREAS, Participating Towns are each engaged in governmental activities including the provision of public transportation services for the equipment, facilities and affairs of their respective governments and citizens.

WHEREAS, Participating Towns have agreed that it would be mutually beneficial to enter into this mutual agreement for the provisions of transportation services for various purposes necessary for the support of their respective citizens.

WHEREAS, Section 8C of Article 23A of the Code authorizes and empowers the Mayor and Council, by whatever name known of every municipal corporation of the State of Maryland to lend or provide, under such terms as may be agreed upon, amongst other items, the use of vehicles, services and other assistance to other political subdivisions for purposes deemed to be public and of benefit to the municipal corporation and the other political subdivision.

WHEREAS the provision of public transportation services by one municipality to another, as proposed herein, is an act authorized by Section 8C of Article 23A of the Code.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein the receipt and sufficiency of which are hereby mutually acknowledged the parties hereto agree as follows:

1. Colmar Manor agrees to provide, using a vehicle supplied to it by Prince George's County, Maryland, managed and operated by Colmar Manor employees, transportation services for the residents of the Participating Towns to be known as the Port Towns

Transportation Service ("PTTS").

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- 2. Mutual Support and Assistance. The Participating Towns agree to mutually support and assist the operations of the PTTS as a service for the citizens of their communities.
- 3. Authorization. Unless otherwise provided herein or subsequently agreed upon, transportation services for the PTTS will be provided by Colmar Manor.
- 4. Budgeting. A. Each Participating Town agrees to provide in its adopted budget for 2010-2011 its allocated share of the expenses for the PTTS as determined by the Clerk-Treasurer of Colmar Manor in consultation with the representatives of the Participating Towns.
 - B. Beginning in January 2011 and each January thereafter, the Clerk-Treasurer of Colmar Manor shall prepare a budget for PTTS for the next fiscal year based on the experience of the PTTS in providing transportation services in the previous calendar year and projections for future service requirements. Thereupon, the Clerk-Treasurer of Colmar Manor shall allocate to each Participating Town, its proportionate share, based upon the actual usage of their residents compared to the total usage of residents of the Participating Towns for the period. The method of comparing actual usage will be by agreement of the Participating Towns. Notice of such budget and the amount thereof for which each Participating Town is responsible shall be delivered to each Participating Town on or before February 1 of each year.
 - C. Colmar Manor shall invoice Participating Towns quarterly. The quarters shall consist of the periods ending September 30th, December 31st, March 31st and June 30th. Invoices will be sent within 45 days of the quarter ending date.
- 5. Other Sources of Funding. Notwithstanding the contribution to be made to support operations, the PTTS shall take such actions as are appropriate to enable it to file for and receive grants and other assistance for maintenance of its operations.
- 6. Fare: Additionally, the PTTS may charge a fare for its services to be paid by each passenger utilizing its vehicles. Provided that such fare is approved as part of the PITS annual budget.
- 7. Fiscal Responsibility. Each Participating Town agrees to provide within its respective annual budget an appropriation and authority for the payment of its share as provided in the PTTS's adopted annual budget.
- 8. No Agency, etc. Relationship. It is expressly understood and acknowledged by the parties hereto that neither is the agent of the other.

- 9. Term. The term of this Agreement shall commence on date hereof and shall fully end unless extended or unless sooner terminated as provided herein on June 30, 2011 (the "Term"). Notwithstanding the provision for a term of one year. Each Participating Town further agrees that by providing an appropriation of their individual share of the costs of operation of the PTTS as set forth in Section 3 hereof, in their respective annual budget, it has extended its participation in the PTTS for the ensuing fiscal year. Should a Participating Town fail to include such annual appropriation in its annual budget, it must timely notify, in accordance with the provisions of Sections 10 and 12 hereof, the Clerk-Treasurer of Colmar Manor, together with such other notices as are required herein, or it shall be liable for the costs of its participation and the operation of the PTTS for a period of ninety (90) days following the beginning of the new fiscal year.
- 10. Termination with Notice. Any Participating Town may elect to withdraw from its commitment herein and terminate its participation in the PTTS by giving written notice to the other parties of its desire to terminate at anytime up to thirty (30) days following the written notice made by the Town of Colmar Manor as per Section 4. B. of this agreement regarding the amount thereof for which each Participating Town is responsible in which case the terminating party's participation and obligation shall fully and completely end on following June 30.
- 11. Liability and Indemnification. The PTTS shall carry such insurance as is prudent and necessary to accomplish the mission provided under this Memorandum of Understanding.
- 12. Notices. Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to Colmar Manor

Daniel R. Baden Clerk-Treasurer 3701 Lawrence Street Colmar Manor, Maryland 20722

With a copy to:

John R. Barr, Esquire 10500 Little Patuxent Parkway, Suite 420 Columbia, Maryland 21044

If to Bladensburg

John Moss Acting Town Administrator Town of Bladensburg 4229 Edmonston Avenue Bladensburg, Maryland 20710

With a copy to:

Richard T. Colaresi, Esquire 120 E. Baltimore Street Suite 1850 Baltimore, MD 21202 (410) 727-5000

If to the PTTS

Daniel R. Baden PORT TOWNS TRANSPORTATION SERVICE 3701 Lawrence Street Colmar Manor, Maryland 20722

With a copy to:

John R. Barr, Esquire 10500 Little Patuxent Parkway, Suite 420 Columbia, Maryland 21044

If to Cottage City

Alice Shannon Clerk Treasurer Town of Cottage City 3820 40th Avenue Cottage City, MD 20722

with a copy to:

Richard T. Colaresi, Esquire 120 E. Baltimore Street Suite 1850 Baltimore, MD 21202 (410) 727-5000 or to such other address as each party may hereafter specify in writing to the other parties.

- 13. Arbitration. In the event that any dispute or controversy arises between any of the parties to this Agreement with respect to any provision hereof, such dispute or controversy shall be submitted to arbitration in Prince George's County, Maryland, such arbitration to be conducted pursuant to the rules of the American Arbitration Association. The decision of the arbitrator (including an award of costs of the arbitration, excluding each party's attorneys' fees) shall be final and binding upon the parties.
- 14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement. This Agreement may be amended only in writing executed by the parties hereto affected by such amendment. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
- 16. Waiver. No failure or delay in exercising any right or remedy pursuant to this Agreement shall constitute a waiver of any other right or remedy pursuant hereto. Resort to one form of remedy shall not constitute a waiver of other alternative remedies.
- 17. New Participants. Any political subdivision of the State of Maryland may become a Participating Town hereunder by applying to and receiving the affirmative vote of a majority of the then Participating Towns. Miscellaneous. The enumeration and headings contained in this Agreement are for convenience of reference only.
- 18. <u>Gender and Number</u>. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter or feminine gender and vice versa.
- 19. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.
- 20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

- 21. <u>Costs</u>. Except for costs assumed in the adopted budget of the Port Towns Transportation Service, each party hereto agrees that each shall bear their individual costs in this matter including attorneys' fees.
- 22. <u>Enumeration and Headings</u>. The enumeration and headings contained in this Agreement are for convenience and reference only.

Witness the hands and seals, intending this to be a document under seal, of the Participating Towns, the day and year first above written.

ATTEST:

Mayor and Town Council of Colmar Manor

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Mayor and Town Council of Bladensburg

Town Commissioners of Cottage City

Janice L. Moyer

SEAL

SEAL

Robert McGrory

WS(IId) Reg(XB)

From: Dana Lustig <dana.lustig@hagertyconsulting.com>

Sent: Friday, September 10, 2021 10:07 AM

To: vtinelli@bladensburgmd.gov; rmcgrory@bladensburgmd.gov

Cc: John Hageman; Jason Kehoe; Benjamin Shay; ARPA NEUAdmin -DBM-

Subject: Notification of Award: Coronavirus Local Fiscal Recovery Funds

Dear Bladensburg,

Thank you for submitting Bladensburg's request for American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Funds (CLFRF) disbursement.

The State of Maryland has reviewed the information submitted and has verified that it complies with U.S. Treasury rules and regulations concerning CLFRF disbursement to non-entitlement units of government (NEUs).

Your final allocation is \$4,933,971.75, of which 50%, or \$2,466,985.88, is disbursed to Bladensburg in this first tranche. Pursuant to the U.S. Treasury, the remainder of the funds will be distributed in no less than 12 months. The State of Maryland, Department of Housing and Community Development, who is responsible for disbursing the funds, may contact you with additional information.

As a reminder, please register in SAM.gov as soon as possible after receiving the award if you have not already registered. Moreover, as a recipient of a Federal award, **you are required** to report to the U.S. Treasury on the use of funds. More information on your compliance and reporting responsibilities can be found <u>here</u>.

For additional information regarding CLFRF, please visit the <u>State of Maryland's website</u>, which includes links to the <u>Interim Final Rule</u>, <u>Frequently Asked Questions (FAQs)</u>, and an additional <u>FAQ</u> with information regarding CLFRF distributions to NEUs.

Please do not hesitate to contact us or the State of Maryland, Department of Budget and Management at arpa.neuadmin@maryland.gov with any questions about CLFRF or your responsibilities.

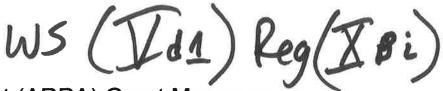
Best, Dana

Dana Lustig

Associate, Recovery Division
732-778-5382 | dana.lustig@hagertyconsulting.com



Hagerty is proudly supporting the State of Maryland in their COVID-19 Recovery.



American Rescue Plan Act (ARPA) Grant Manager

ABOUT OUR OPPORTUNITY:

The Town of Bladensburg is seeking a full-time motivated, experienced, and passionate professional to lead and manage all aspects of the American Rescue Plan Act (ARPA) funding awarded to the Town of Bladensburg through effective investments and collaborations in support of City and community priorities and goals as the (ARPA) Grant Manager. This position will report directly to the Town Administrator. This grant-funded position is anticipated through at least December 31, 2024, with the potential for funding to continue through 2025. The selected candidate will be eligible for Town of Bladensburg benefits for the duration of the assignment.

This is a professional position working independently and with an interdepartmental team to perform community engagement, planning, design, contract/grant administration, reporting, and other project management tasks. This position will supervise the Grants Fiscal Coordinator and Grants Assistant. We are looking for a creative problem solver and energetic team member with excellent communication, facilitation, and organizational skills. Applicants must bring broad technical skills, extensive experience in grant and/or project management, and a strong passion for public service. The successful candidate may be eligible for an alternative work arrangement, including the possibility of working some of the scheduled hours remotely.

Full salary range: \$64,105.60 - \$96,158.40/year

Typical work schedule: Monday - Friday; 8:30 - 5:00

ESSENTIAL JOB FUNCTIONS

Plans and manages all aspects of ARPA funding received by The State of Maryland DBM, including:

- Leads an interdepartmental team in the development and implementation of a spend plan that ensures proper and eligible use of ARPA funding by:
 - Monitoring, tracking, and reviewing federal and state guidelines
 - Reviewing, submitting, and processing expenditure requests from all departments requesting the use of ARPA funding, ensuring audit, fiscal and performance compliance
 - Maintaining relationships with the State and other governmental agencies to remain abreast of changes in federal policy
- Meets State and Federal reporting guidelines to document us of ARPA funding by:
 - Compiling, reviewing and submitting quarterly expenditure and descriptive reports to the U.S Treasury Department and the Town of Bladensburg.
 - Following up with internal departments about expenditures to ensure eligibility and proper documentation
 - Following up with Finance Department to ensure all expenditures are properly coded and journaled
 - Launches initiative to establish subrecipients and beneficiaries of ARPA funding by:

- Collaborating internally with peers and leadership to create an application, evaluation, and approval process that meets established guidelines
- Creating webinars/orientations and hosting office hours to provide support to possible subrecipients and beneficiaries
- Establishing tracking documents for eligibility, expenses, and progress toward committed outcomes of approved beneficiaries and subrecipients
- Monitors all subrecipients and beneficiaries of ARPA funding by:
 - Establishing and communicating reporting guidelines and timelines for all subrecipients and beneficiaries
 - Reviewing, editing, and approving all subrecipient and beneficiary reports
 - Following up with all subrecipients and beneficiaries about reports
 - Providing support to all subrecipients and beneficiaries through office hours
- Performs special projects as assigned by supervisor and/or requested by departments by:
 - Assisting in the preparation of grant applications, submissions, and oversight as needed
 - Assisting with project management, financial tracking, and organization for other intergovernmental grants
- Prepares and makes presentations as a representative of the City and serves as liaison on intergovernmental funding to citizens, committees, boards, citizen groups and other governmental agencies.
- Oversees and facilitates public participation processes.
- Participates in city-wide and department-wide team activities working on specific issues and assignments.
- This job may have direct supervisory responsibilities.

ADDITIONAL JOB FUNCTIONS

 Specific duties may vary and other duties may be assigned. Performs related work as required.

Education & Experience

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in a related field.
- At least three (3) years of relevant experience is required.
- Applicants may substitute additional relevant experience for education such as master's level.

SPECIAL REQUIREMENT

Applicant must show proof of being fully vaccinated.

Knowledge, Skills, Abilities and Working Conditions

KNOWLEDGE

- Knowledge of ethical guidelines applicable to the position as outlined by professional standards, federal, state and local laws, ordinances, State of Maryland and/or Prince George's County procurement policies.
- Knowledge of the general principles of financial management and generally accepted accounting principles and/or grants administration practices.
- Knowledge of the principles and practices of public and business administration.
- Knowledge of grant writing, acquisition, management, and reporting.
- Knowledge of current federal, state and local government grant and funding programs.
- Knowledge of technical and administrative rules and regulations in the subject area.

SKILLS

- Strong project management skills.
- Excellent organizational and interpersonal skills.
- Skill and proficiency with Google Suite and Microsoft Excel.
- Ability and skills to develop, recommend, and implement effective plans and programs and objectively evaluate progress toward goals and timetables.
- Must demonstrate excellent writing and oral presentation skills.
- Must be a strong team leader in collaborative situations.

ABILITIES

- Basic problem-solving skills to interpret compliance and report findings to management.
- Communication skills to relay industry information regarding current issues and to present findings in such situations.
- Ability to establish and maintain effective relationships with granting agencies, employees, and the general public.
- Provide leadership and project management control on all aspects of assigned projects.
- Think creatively for the primary purpose of increasing efficiency and effectiveness.
- Interact effectively to analyze situations to pinpoint problems and assist with solving problems or identifying sources of obstacles with internal and external stakeholders.
- Develop and maintain effective working relationships with managers, employees, contractors, consultants, and others encountered as required by work assignments.
- Work both collaboratively and independently with limited supervision.

- Prepare, administer, and monitor multiple and detailed project budgets and anticipate future budgetary needs.
- Conduct comprehensive research on organizational policies and procedures, best practices and innovative techniques, and compile data into a formal report or make recommendations shared with others and often verbally presented.

Robert McGrory



Mark Ashland From:

Monday, August 30, 2021 12:08 PM Sent: To: rmcgrory@bladensburgmd.gov

Cc: Patricia Fitzhugh

Subject: https://sra.maryland.gov/enrollment-and-withdrawal-local-governments

Hello Mr. McGrory,

The information you are seeking regarding the Bladensburg Police Department joining LEOPS can be found at the link in the subject line. The process starts with the Participating Governmental Unit Application, that should be submitted to our office for review by our PGU Steering Committee. If the application clears the review and is approved by the Steering Committee then we will contact you to move forward with requesting additional details.

We will be reviewing the applications in September 2021 through November 2021 for those Employers interested in joining our plan effective July 1, 2022. Please do not send an application until this September.

The application can be filled out, signed (handwritten signature) and e-mailed back to me directly. I hope this information is helpful. Please let me know if you have additional questions. Thank you.

Cordially, Mark R. Ashland, CPA



Mark Ashland **Accountant Advanced**

Maryland State Retirement and Pension System 120 East Baltimore Street | Baltimore, MD | 21202-6700 Tel: 410-625-5443 | 1-800-492-5909 | TDD/TTY: Maryland Relay

sra.maryland.gov

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Edit design

Designed with Canva