

City of Hyattsville

Hyattsville Municipal Building
4310 Gallatin Street, 3rd Floor
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org



Agenda Regular Meeting

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_b5uIRgTCR3mzdfckBmW5Hw

Monday, May 2, 2022

7:00 PM

Virtual Meeting

City Council

Robert S. Croslin, Interim Mayor
Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Ben Simasek, Ward 3
Jimmy McClellan, Ward 3
Edouard Haba, Ward 4
Daniel Peabody, Ward 4
Joseph Solomon, Ward 5
Rommel Sandino, Ward 5

ADMINISTRATION

Tracey E. Douglas, City Administrator
Laura Reams, City Clerk, 301-985-5009, cityclerk@hyattsville.org

WELCOME TO THE CITY OF HYATTSVILLE CITY COUNCIL MEETING!
Your participation at this public meeting is valued and appreciated.

AGENDA/PACKET: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior to the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

AMERICANS WITH DISABILITY ACT: In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AUDIBLE DEVICES: Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

WAYS TO WATCH THE MEETING LIVE: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2

REPLAY SCHEDULE: The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 (Verizon) daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at www.hyattsville.org/meetings.

CITY INFORMATION: Sign up to receive text and email notifications about Hyattsville events, government, police and programs at www.hyattsville.org/list.aspx

INCLEMENT WEATHER: In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.

Meeting Notice:

As we continue to take precautions due to the COVID-19 (Coronavirus) pandemic, the Hyattsville City Council will hold its meeting on Monday, May 2, 2022 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at www.hyattsville.org/meetings.

PUBLIC PARTICIPATION:

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

Members of the public who wish to comment during the virtual Council meeting must register in advance using the link below.

https://us06web.zoom.us/webinar/register/WN_b5uIRgTCR3mzdfckBmW5Hw

- 1. Call to Order and Council Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
- 5. Community Notices and Meetings (7:20 p.m. - 7:25 p.m.)**
 - 5.a. Main City Calendar: May 3 - May 16, 2022** [HCC-360-FY22](#)
N/A
Sponsors: City Administrator
Department: City Clerk
Attachments: [City Calendar May 3, 2022 - May 16, 2022](#)
- 6. City Administrator Update (7:25 p.m. - 7:35 p.m.)**
- 7. Treasurer Update (7:35 p.m. - 7:45 p.m.)**

8. Presentations (7:45 p.m. - 8:15 p.m.)**8.a. Hyattsville Crossing Business Improvement District Feasibility Assessment [HCC-342-FY22](#)**

Presentation Only.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - Hyattsville Crossing BID - Phase 1 Feasibility Presentation](#)
[Hyattsville Crossing BID Feasibility Study 4.25.22](#)

8.b. Redistricting 2022 [HCC-357-FY22](#)

Presentation

Sponsors: City Administrator

Department: City Clerk

Attachments: [Redistricting 2022 May 2 2022 Council Presentation](#)

9. Proclamations (8:15 p.m. - 8:20 p.m.)**9.a. Proclamation of Asian American Native Hawaiian Pacific Islander Heritage Month [HCC-348-FY22](#)**

I move that the Mayor and Council adopt a proclamation recognizing May 2022 as Asian American Native Hawaiian Pacific Islander Heritage Month in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 Asian American Pacific Islander Heritage Month 2022](#)

9.b. Proclamation of Citizenship Celebration Day [HCC-350-FY22](#)

I move that the Mayor and Council proclaim May 7, 2022, as Citizenship Celebration Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 Citizen Celebration Day 2022](#)

9.c. Proclamation of National Public Works Week[**HCC-351-FY22**](#)

I move that the Mayor and Council adopt a proclamation recognizing the week of May 15 through May 21, 2022, to be Public Works Week in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 National Public Works Week 2022](#)

9.d. Proclamation Recognizing National Peace Officers Memorial Day and National Police Week[**HCC-352-FY22**](#)

I move that the Mayor and Council adopt a proclamation recognizing May 15 through May 21, 2022 as National Police Week and May 15, 2022 as Peace Officers Memorial Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 National Police Week and Peace Officers' Memorial Day 2022](#)

9.e. Proclamation of Municipal Clerks Week[**HCC-353-FY22**](#)

I move that the Mayor and Council adopt a proclamation recognizing the week of May 1 through May 7, 2022 as Municipal Clerks Week in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 Municipal Clerks Week 2022](#)

9.f. Proclamation of Children's Mental Health Matters Week[**HCC-354-FY22**](#)

I move that the Mayor and Council adopt a proclamation recognizing May 1-7, 2022 as Children's Mental Health Matters week in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0502 Childrens Mental Health Awareness Week 2022](#)

10. Appointments (8:15 p.m. - 8:20 p.m.)

10.a. Appointment to the Race and Equity Task Force[HCC-359-FY22](#)

I move that the Mayor and Council approve the appointment of Jocelyn Medello (Ward 1) to the Race and Equity Task Force for a term of two (2) years to expire on April 30, 2024.

Sponsors: Croslin and Sandino

Department: City Clerk

Attachments: [Medallo RETF Application](#)

11. Consent Items (8:20 p.m. - 8:25 p.m.)

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.

11.a. Acceptance of the PEPCO Interconnection Agreement for the DPW Solar Installation[HCC-338-FY22](#)

I move that the Mayor and Council authorize Interim Mayor Croslin to sign and accept the PEPCO Interconnection Agreement for the DPW Solar Installation project.

Sponsors: City Administrator

Department: Public Works

Attachments: [220419 - Pepco MD Level 234 - Interconnection Application-Agreement Hyattsville DPW](#)

11.b. Heurich Community Garden Accessible Surface[HCC-339-FY22](#)

I move that the Mayor and Council authorize the City Administrator to accept the proposal of NZI Inc. for the installation of an accessible surface at Heurich Community Garden and authorize an expenditure not to exceed \$20,000 for the installation.

Sponsors: City Administrator

Department: Public Works

Attachments: [proposal Heurich Park Community Garden Concrete Walkway](#)

11.c. FY22 Capital Improvement Budget Adjustment and Transfer of Appropriations[HCC-340-FY22](#)

I move that the Mayor and Council amend the Fiscal Year 22 (FY22) Capital Improvements Budget and authorize the Treasurer to adjust and transfer various DPW capital budget appropriations not to exceed \$60,000 for improvements to the DPW facility.

Sponsors: City Administrator

Department: Public Works

11.d. Jefferson Street Parking Lot Redevelopment: Development, Lease, Easement and First Amendment to Condominium Authorization[HCC-343-FY22](#)

I move the City Council authorize the City Administrator to execute a (1) Development Agreement, (2) Lease Agreement, (3) Perpetual Easement and (4) a First Amendment to the Condominium Agreement with Urban Investment Partners and Housing Initiative Partnership, which will serve as the legal instruments for the development and operation of the City's parking structure for the duration of the 99-year lease term and retained Land Condo Unit 3, upon review by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community & Economic Development

Attachments: [Memo - UIP Canvas - Development, Lease, Condo and Easement Agreements](#)

[Exhibit A - Jefferson Street Parking Lot Property](#)

[Condo Declaration](#)

[First Amendment to Declaration of Renaissance Square Condominium](#)

11.e. Replacement of HCPD Desktop Computers[HCC-345-FY22](#)

I move the Mayor and Council to authorize the City Administrator to execute a Purchase Agreement with Dataprise, LLC, for the acquisition of 38 Dell desktop computers, at a total cost of \$40,316.86.

Sponsors: City Administrator

Department: Police Department

Attachments: [Dataprise Purchase Agreement](#)

11.f. Upgrade of Police Department's Body Worn Cameras and In-Car Video Systems[HCC-346-FY22](#)

I move Mayor and Council to authorize the City Administrator to execute a contract with Frontline Mobile Tech for the upgrade and purchase of the Department's Body Worn Cameras and In-Car Video Systems for a total expenditure of \$297,141.00. The purchase and cost of these new units with this vendor is under GSA contract.

Sponsors: City Administrator

Department: Police Department

Attachments: [Frontline BWC Upgrade](#)

11.g. Upgrade of Police Department's Mobile Data Computers[HCC-347-FY22](#)**Summary Background:**

This purchase is for 50 mobile data computers, plus warranty and 34 docking stations to include installation for a total expenditure of \$298,000.00

Next Steps:

Recommend approval.

Fiscal Impact:

Not to exceed \$298,000.00

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

Sponsors: City Administrator

Department: Police Department

Attachments: [Mobile Computers Upgrade](#)

11.h. Schedule Special Council Meeting for Monday, June 20, 2022 at 7 PM[HCC-355-FY22](#)

I move the Mayor and Council schedule a Special Council Meeting on Monday, June 20, 2022 at 7 PM. The certified results of the Special Mayoral Election will be accepted at this meeting.

Sponsors: City Administrator

Department: City Clerk

12. Discussion Items (8:25 p.m. - 9:20 p.m.)**12.a. 5812 40th Avenue Renovation**[HCC-341-FY22](#)

FOR DISCUSSION:

I move that the Mayor and Council Authorize the City Administrator to enter into an agreement with The Matthews Group for the turn-key renovation of the 5812 40th Avenue building to house the Teen and Multigenerational Center, in the amount not to exceed \$1,250,000 for the construction and contingency, pending legal review.

Sponsors: City Administrator

Department: Public Works

Attachments: [01408-0000 Teen Centere Build-Out - ROM](#)

12.b. Hyattsville Ordinance 2022-01: Municipal Gas-Powered Leaf Blower Ban[HCC-356-FY22](#)

FOR DISCUSSION

Sponsors: Schaible, McClellan, Simasek and Solomon

Department: Legislative

Attachments: [HO-2022-01 amending Ch 79 - gas powered leaf blower ban 4.12.22 for packet](#)
[Recommendation to Address Noise and other Impacts from GPLB](#)

13. Council Dialogue (9:20 p.m. - 9:30 p.m.)**14. Motion to Adjourn**



City of Hyattsville

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Agenda Item Report

File #: HCC-360-FY22

5/2/2022

5.a.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Community Notices and Meetings

Item Title:

Main City Calendar: May 3 - May 16, 2022

Suggested Action:

N/A

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

For further information regarding City programming, events, or meetings please visit hyattsville.org/meetings or call 301-985-5000.

All meetings are virtual unless otherwise indicated below.

Board of Supervisors of Elections

May 3, 2022, 4:00 PM

Ageless Grace Seated Exercise Class

May 4, 2022, 10:00 AM-11:00 AM

First floor City Building

Shade Tree Board

May 4, 2022, 7:30 PM

Mosquito Control Workshop

May 5, 2022, 7:00 PM

Electronics & Paint Recycling Day

May 7, 2022, 10:00 AM – 1:00 PM

4633 Arundel Place

Hyattsville Environment Committee

May 10, 2022, 7:00 PM

Ageless Grace Seated Exercise, Class

May 11, 2022, 10:00 AM-11:00 AM

First floor City Building

Ethics Commission

May 11, 2022, 5:00 PM

Police and Public Safety Citizens' Advisory Committee

May 11, 2022, 7:30 PM

Hyattsville Life & Times Virtual Candidate Forum

May 12, 2022, 7:00 PM

Hyattsville Ward 5 & Clean Up

May 14, 2022, 10:00 AM

Online and In Person

Location to be determined

Public Hearing Residential Traffic Calming Measures

May 16, 2022, 6:00 PM - 7:00 PM

Main City Calendar: May 3 – May 16, 2022

Hyattsville City Council Meeting FY23 Budget First Reading

May 16, 2022, 7:00 PM



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Agenda Item Report

File #: HCC-342-FY22

5/2/2022

8.a.

Submitted by: At the Request of the City Administrator
Submitting Department: Community & Economic Development
Agenda Section: Presentation

Item Title:

Hyattsville Crossing Business Improvement District Feasibility Assessment

Suggested Action:

Presentation Only.

Summary Background:

The purpose of this cover memorandum is to provide the City Council with a summary of the findings Hyattsville Crossing Business Improvement District (BID) - Phase I Feasibility Study.

In June 2021, the City of Hyattsville commissioned HR&A Advisors, and its sub-consultant Brick & Story, to perform a two-part feasibility to assess the creation of a Business Improvement District (BID) to support land areas around the newly renamed Hyattsville Crossing, formerly Prince George's Plaza.

The first phase of assessment was to (1) assess market conditions, (2) perform stakeholder interviews, (3) develop boundary recommendations and (4) perform a financial analysis.

The consulting team will be presenting the attached findings and recommendations at the May 2, 2022 City Council meeting and will be available to answer questions, both during the meeting and via email follow-up as necessary.

The project team anticipates commencing Phase II in June with additional comprehensive stakeholder interviews of the balance of property owners and businesses owners to form a steering committee. Phase III is an implementation action which will include a BID application, public hearings and related actions necessary to inform legislative requests to the State of Maryland for the 2023 Legislative Session.

Next Steps:

No additional actions are required.

Fiscal Impact:

Phase II activities are funded by the Maryland-National Capital Park & Planning Commission through an MOU with the City and are included as a request in the FY2023 City Budget.

City Administrator Comments:

N/A

Community Engagement:

Phase II of the feasibility analysis will require additional public stakeholder input as well as a mandatory public hearing.

Strategic Goals:

Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?

N/A

Memo

To: City Council

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer
Taylor Robey, City Planner

From: Jim Chandler, Assistant City Administrator

Date: April 25, 2022

Re: Hyattsville Crossing Business Improvement District (BID) – Phase I Feasibility Study

The purpose of this cover memorandum is to provide the City Council with a summary of the findings Hyattsville Crossing Business Improvement District (BID) – Phase I Feasibility Study.

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Hyattsville Crossing Business Improvement District Feasibility Study

Phase 1 Report

April 2022



HYATTSVILLE CROSSING

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PRELIMINARY FINANCIAL FEASIBILITY

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INTRODUCTION



What is a Business Improvement District?

A Business Improvement District (BID) is an economic development tool that allows a geographic cluster of commercial property owners to **collectively invest in activities that improve economic vitality.**

OUTCOMES



Creating opportunities for placemaking along local corridors



Bringing vitality and revitalizing stagnant corridors



Promoting job growth and economic development

Why a BID in Hyattsville?

Recent County legislation and efforts have created an opportunity for the City of Hyattsville to explore forming a BID that will allow property and business owners to benefit from future investment.



**County
support**

**Stakeholder
interest**



**Development
momentum**

**Regional
models**

A Hyattsville BID would bring value to local property and business owners by supporting the following:

Capital Improvements | Advocacy for sidewalk and streetscape improvements, pedestrian and bicycle accessibility

Safety Measures | Community Ambassadors can provide direction, assist people in crossing the street, and offer emergency assistance

Business Attraction & Retention | Banners & wayfinding signs, façade improvement grants, networking sessions

Maintenance | Clean Team services can include trash & recycling collection, landscaping, maintenance of park space, and public art

Marketing & Events | Social media, newsletters, neighborhood guide, concerts, markets

The City of Hyattsville engaged HR&A Advisors and Brick & Story to explore feasibility and implementation of a new BID

TODAY

1

Select geographic location and properties/businesses to be included in the potential BID. Engage small set of stakeholders and assess preliminary financial feasibility.

2

Engage all property owners. Create a steering committee with local property and business owners to develop a BID business plan.

3

State and County develop and adopt Business Improvement District legislation requiring 51% property owner approval.

4

Submit a new BID application with the County to be approved to implement a new BID and tax assessment rate.

HYATTSVILLE CROSSING CONTEXT & OPPORTUNITIES

Prince George's County is experiencing new opportunities and momentum for BIDs to form in local municipalities

2017 Precedent Legislation to Facilitate BID Formation

Montgomery County, MD set a precedent for future Maryland BIDs by reducing the consensus required to form a BID from **80 percent** of property owner signatures to **51 percent**.

Plan Prince George's 2035 Strategic Investment Priorities

The plan outlines specific investment strategies for **downtowns, corridors** and **Neighborhood Reinvestment Areas**.

County Economic Corridor Studies

The studies showed a **need for more investment and economic vitality** for corridors around the county.

The City of Hyattsville continues to prioritize strategic neighborhood investments for local businesses and residents

Plan Prince George's 2035 Strategic Investment Priorities

- Designates Prince George's Plaza Metro as one of three initial downtowns for the county
- Prioritizes capital improvement projects, relocation of governmental entities, and development approvals in downtowns

MNCPPC, Prince George's Plaza Transit District Development Plan

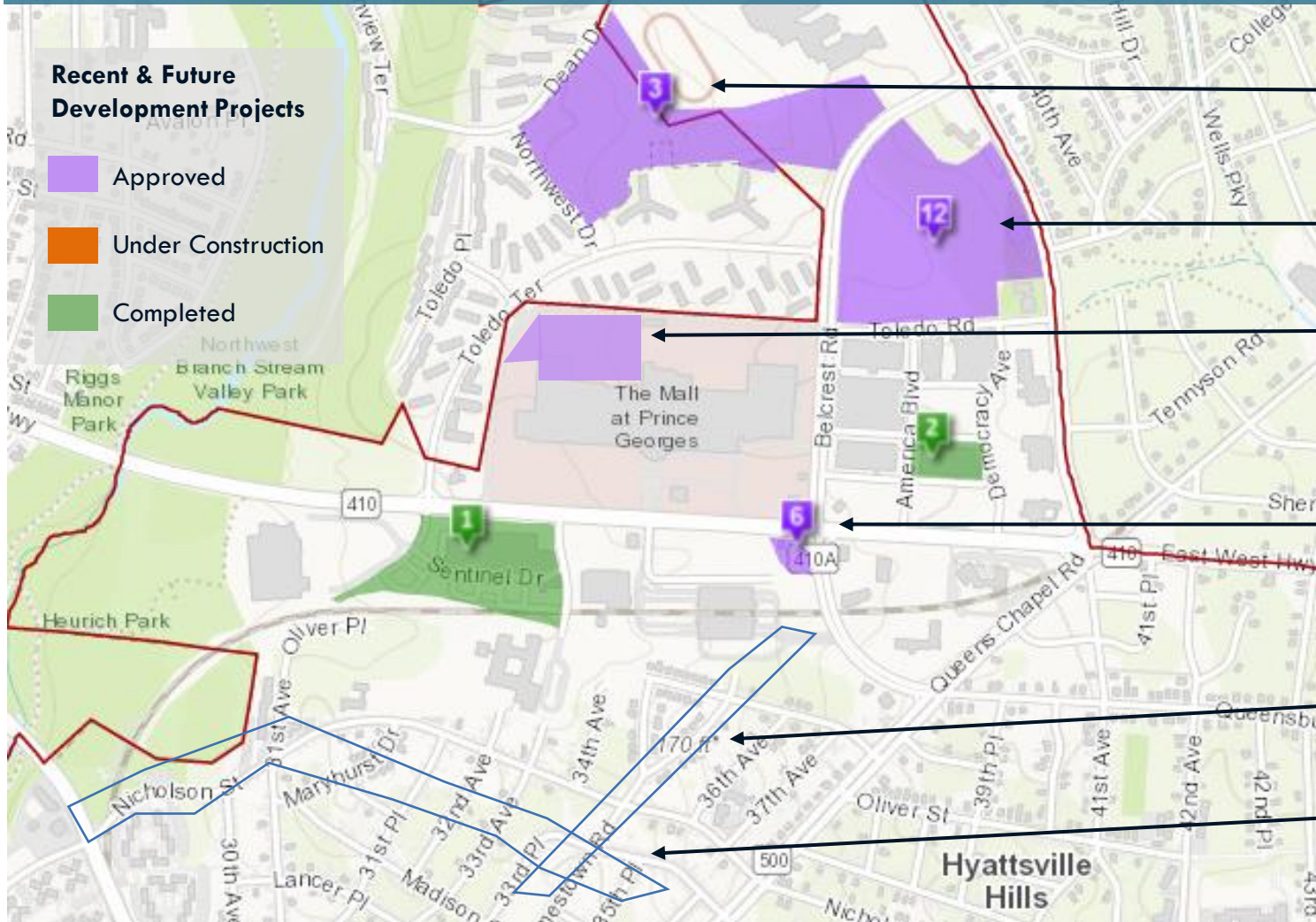
- Implement 2035 vision for a walkable, transit-oriented, mixed-use community
- Establish a regionally competitive public realm and overall built environment

High demand from renters and younger adults in the PGP Transit District will continue to attract investment to the area

	Median Income	% Black Residents	% Renters	Median Rent	% 25-34	% Bachelor's Deg.	% Vacant Units
City of Hyattsville Total Population: 18,242	\$81,736	29%	53%	\$1,433	19%	36%	6.3%
PGP Transit District Total Population: 5,795	\$72,106	30%	85%	\$1,640	28%	30%	4.3%

Source: Esri, American Community Survey 2019 5-year Estimates

Residential development and infrastructure investments continue in the Hyattsville Crossing area



Landy – 331 townhomes

Dewey Development – 2 multifamily buildings + condominiums

Avalon Bay – 360 units multifamily + 1,000 SF retail

3599 East West Highway – Expand gas station and move convenience store

Queens Chapel Road Streetscape Project

Nicholson Street Road Improvements

Hyattsville Crossing is home to a mix of large and small businesses



338
Total Businesses

36% Retail
with a concentration
of clothing stores

38% Services
Including a
concentration of
health services

Hyattsville Crossing's growth provides economic development opportunities, but also enhances displacement risk



OPPORTUNITIES

Hyattsville's **relative affordability**, compared to other cities in the Washington DC region, is an asset for attracting new residents.

Racial diversity and a **mix of business types** in the area brings more opportunities for a more diverse economy.

Increasing populations of **younger adults and nonfamily households** provides an opportunity for a BID to bring new amenities to the area.



CHALLENGES

The Transit District's higher rents compared to Hyattsville impact the ability to find affordable housing for legacy residents.

New construction and low vacancy will continue to drive rents and property values higher, creating a burden for both residents and businesses.

INITIAL STAKEHOLDER ENGAGEMENT

Phase 1 Stakeholder Engagement provided an understanding of initial interest and feasibility for a Hyattsville Crossing BID

We spoke with a variety of stakeholders, including developers, property owners, community organizations, residents, and local government representatives.

Stakeholders Contacted (Phase 1):

- Joe Galli**
Bernstein Companies (UTC)
- Scott DeCain**
Bald Eagle Partners and UTC Board
- Stuart Eisenburg**
Hyattsville CDC
- Councilmembers McClellan & Simasek**
Hyattsville City Council, Ward 3
- Henry Watford**
PREIT
- Nihar Shah**
Perseus TDC

Emerging Themes and Priorities:



Individual stakeholders shared their support for a new BID

Continue to Build Consensus Among Stakeholders

- Many stakeholders suggested being supportive of a BID in the area
- All stakeholders acknowledged the potential of a BID to strengthen the area's identity
- Stakeholders expressed interest in working together with the other property owners and businesses in the area to build consensus around how a BID could best meet the diversity of needs

Build One Cohesive Identity

- The name "Hyattsville Crossing" has not been adequately marketed
- Need for better signage
- Barriers such as E-W Highway will require creative solutions to unify businesses across divides

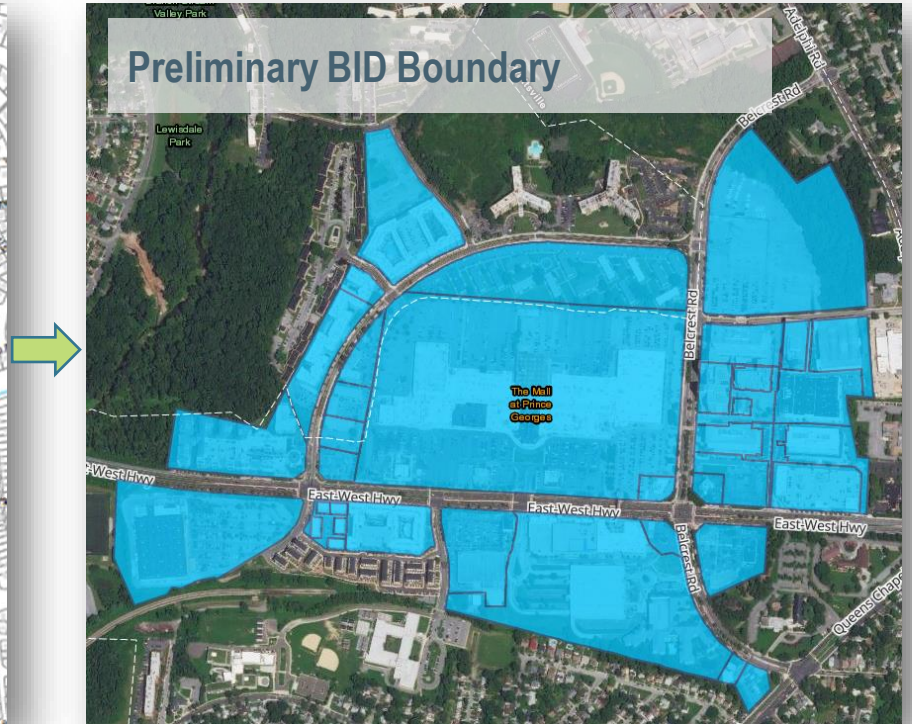
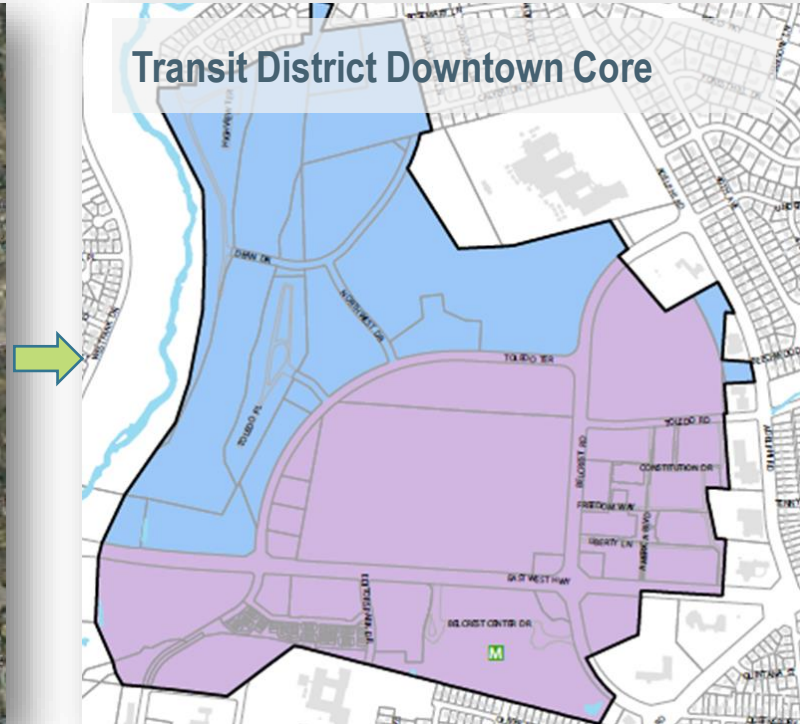
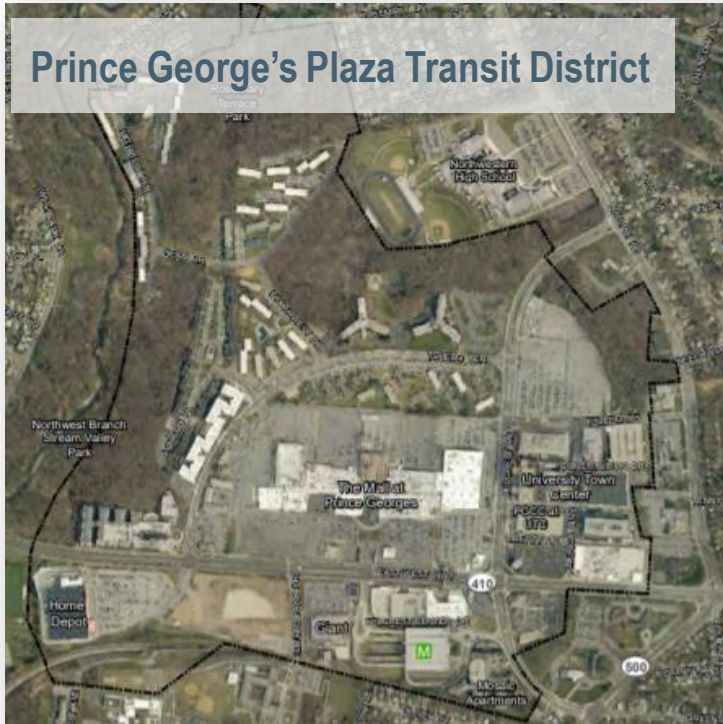
Stakeholders also identified key considerations for moving forward

Reactivate Underutilized Spaces	<ul style="list-style-type: none">• University Town Center's Plaza• Parking Lots• Placemaking through Public Art
Leverage Recent Development Momentum	<ul style="list-style-type: none">• Stakeholders suggested the current sense of excitement for future projects in the area can be used to motivate owners and businesses towards unification and common investment.
Carefully Consider Economic Implications of BID Assessment	<ul style="list-style-type: none">• Additional taxes currently paid for public safety services• Special tax at UTC• Varying business sizes• Affordability for small businesses• Small Business turnover rate

PROSPECTIVE BID BOUNDARY



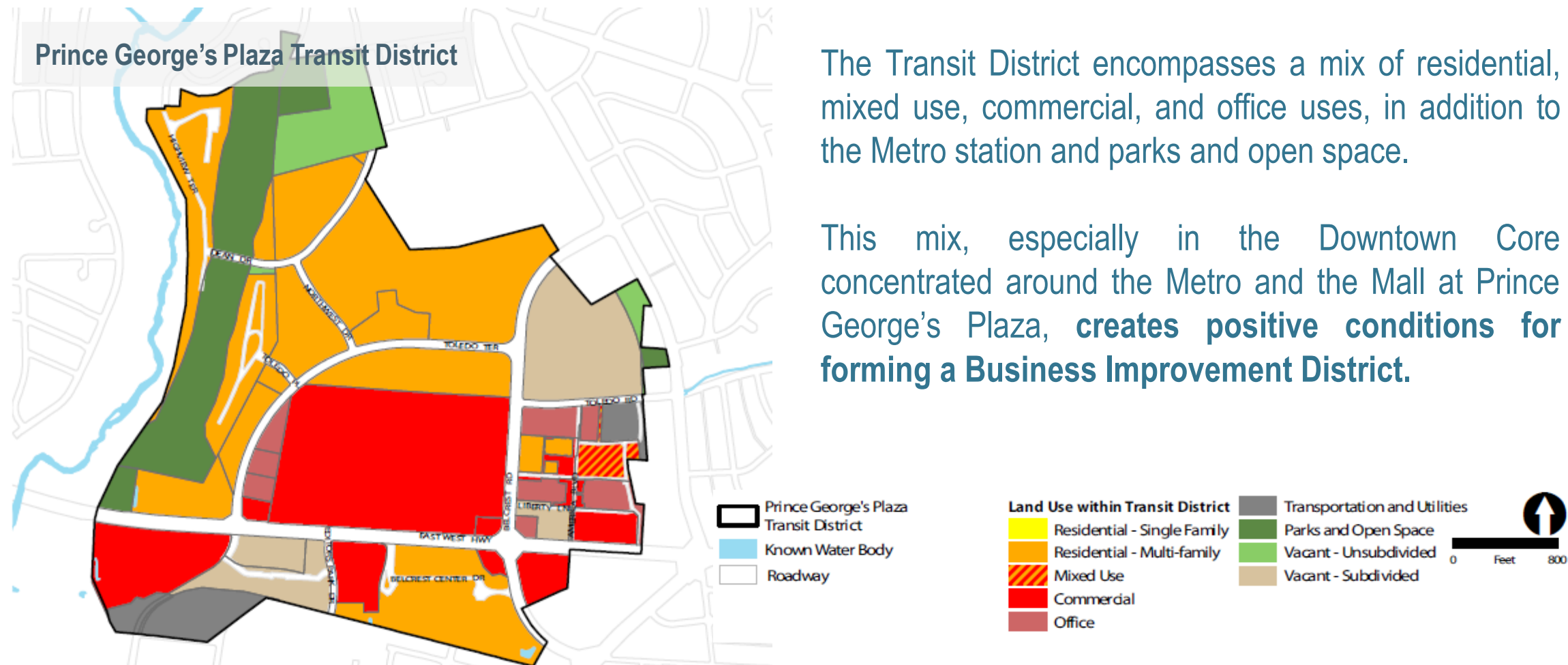
Existing initiatives provide an opportunity to maximize the value of a new BID in Hyattsville



Source: Prince George's Plaza Approved Transit District Development Plan, July 2016

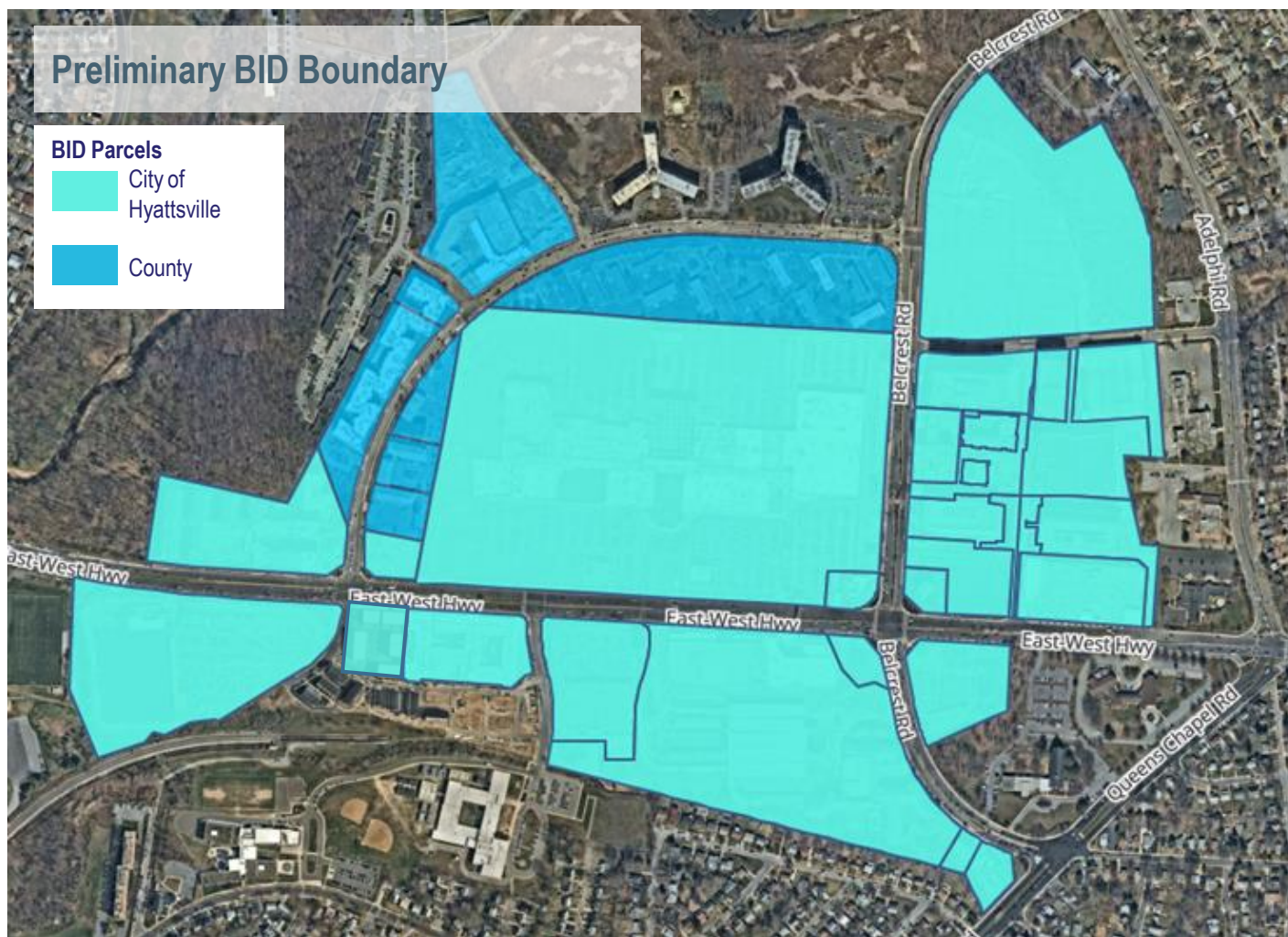
Hyattsville Crossing BID Feasibility Study

The Prince George's Plaza Transit District was a starting point for a preliminary Hyattsville Crossing BID boundary



Source: Prince George's Plaza Approved Transit District Development Plan, July 2016

The preliminary BID boundary largely follows the Downtown Core zone, with slight variations



Preliminary Boundary vs. Downtown Core

- Removes areas with single-family and townhome residential units (southwest)
- Includes multifamily and commercial outside of the Hyattsville city boundary (northwest)

The 200-acre preliminary BID Boundary encompasses a variety of property owners, businesses, and residents

34

Total Parcels

32 included in the assessment

~1,700

Residents

25

Total Property Owners

of parcels included in the assessment

6.9M SF

Estimated Building SF

of parcels included in the assessment

~\$900M

Estimated Tax Assessment

of parcels included in the assessment

~340

Estimated Businesses

primarily in retail and services

Source: Prince George's County Parcel Data

Hyattsville Crossing BID Feasibility Study

PRELIMINARY FINANCIAL FEASIBILITY



BID budgets align with the district size and service offerings provided to local businesses and property owners

BIDs across the region have a range of budgets that help serve different community needs and can inform services for the proposed 200-acre Hyattsville Crossing BID. The main services provided across almost all BIDs include public space maintenance, and business support/marketing.



Anacostia BID

Budget: \$300K

Tax Assessment: \$0.16

Flat Rate

Acres: 169

Services

Public Space Maintenance
Marketing & Events
Community Services
Business Support



Adams Morgan BID

Budget: \$803K

Tax Assessment: \$0.21

Flat Rate

Acres: 62

Services

Public Safety
Public Space
Maintenance
Marketing & Events



Silver Spring BID

Budget: \$3M

Tax Assessment: \$0.024

Flat Rate

Acres: 265

Services

Place Management
Branding & Marketing
Economic Development



Golden Triangle BID

Budget: \$6.65M

Tax Assessment: \$0.17

Flat Rate

Acres: 186

Services

Public Space Maintenance
Homeless Outreach
Emergency Preparedness
Sustainability
Economic Development
Public Art



NoMA BID

Budget: \$15M

Tax Assessment: \$0.05 - \$.16

Tiered Rate

Acres: 237

Services

Public Space Maintenance
BID Ambassadors
Marketing & Communications
Economic Development

BID budgets consist of a mix of revenue streams to effectively manage operations and programs

BIDs across the region and country have a variety of funding sources. The most substantial component of a BID's budget comes from an **additional tax assessment of property owners** in the BID boundary.

BIDs in the metro region **leverage other revenue sources**, such as:

- ✓ Local and Federal Grants
- ✓ Program Revenues
- ✓ BID Startup Funds

On average for **BIDs in the DC Metro region**, tax assessments make up approximately **60% of the total BID budget**.

A photograph showing a person in a blue uniform and cap sweeping a sidewalk. The person is wearing a blue long-sleeved shirt, blue pants, and a blue cap. They are holding a broom and sweeping the sidewalk. In the background, there are trees and a fence.

The Adams Morgan Clean Team is funded partially by a grant from the DC Department of Small and Local Business Development.

Source: *Prince George's Plaza Approved Transit District Development Plan, July 2016*

DC Metro Area BIDs provide a range of unique services and programs that best meet the needs of their communities

Anacostia BID

SAFETY

Hired over-time Metro officers to patrol BID streets through the Reimbursable Detail Officer Program (RDO).

Capitol Riverfront BID

ADVOCACY

Work with community members to advocate for transit investment and conduct transportation analysis.

Golden Triangle BID

HOMELESS OUTREACH

Work with individuals experiencing homelessness to connect them with critical social services.

NoMa BID

MARKET RESEARCH

Monitor economic and real estate trends in the district as a resource for local businesses.

A budget for the Hyattsville Crossing BID has two tax assessment options to achieve prioritized outcomes

The Financial Feasibility Evaluation reviews potential assessment methodologies and the resulting range of budgets to determine the level of services a BID could support. This evaluation will inform discussion of opportunities and challenges for future stakeholder engagement.

Comparing different assessment methodologies and structures for the BID:



Flat rate tax based on assessed value or building SF

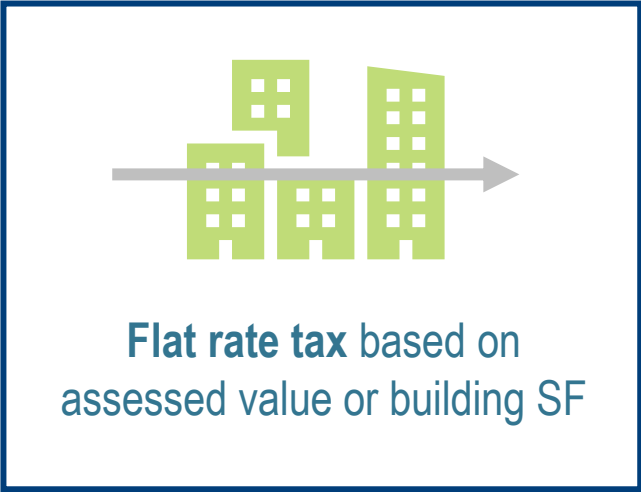
All properties are assessed at the same rate regardless of size or land use.



Tiered rate based on geographic zones, land uses, or size

Properties have different tax assessment rates, based on geographic location or land use type.

A flat tax assessment rate will assess all properties at the same rate regardless of size or land use



Comparing these potential budgets to existing DC BIDs helps demonstrate the potential services the Hyattsville Crossing BID could offer. For example, **the lower tax rate could mirror the services of DC’s Anacostia BID.**

Examples of tax assessment rates and potential budget estimates		
	Budgets based on Assessed Value	Budgets based on Building SF
High Tax Rate	\$1,400,000 (\$.16 / \$100 assessed value)	\$1,300,000 (\$.20 / Building SF)
Mid Tax Rate	\$700,000 (\$.08 / \$100 assessed value)	\$900,000 (\$.14 / Building SF)
Low Tax Rate	\$350,000 (\$.04 / \$100 assessed value)	\$600,000 (\$.09 / Building SF)

A tiered tax assessment rate would apply different tax rates for different land use types and sizes



Tiered rate based on
geographic zones, land uses,
or size

In the future, Hyattsville Crossing may consider tiered tax rates to account for different types of services and benefits offered by the BID. A tiered structure could offer a lower tax rate to smaller parcels, certain types of land uses, or a group of parcels that require a lower level of services.

Pro: A tiered rate for smaller parcels would not have a major impact on the overall budget but **may make a big difference in reducing the tax burden for these property owners.**

Con: Different tax rates can **cause confusion** and possibly **shift the governing dynamics of a steering committee** if some property owners are paying higher rates than others.

IMPLEMENTATION ROADMAP

Based on the initial assessment, a Hyattsville Crossing BID is feasible

The initial assessment and engagement demonstrated that a Hyattsville Crossing BID is feasible and would be valuable to many different types of stakeholders in the area.

Vision for Hyattsville BID:

Property Owners

Public safety, beautification, tenant attraction, advocacy for public investment

Businesses

Public safety, area identity, customer attraction

Residents

Placemaking, public events, more amenities, public safety

City & County

Regional competitiveness of Hyattsville and Prince George's County as an attractive place to live and work



The process of implementing a new Hyattsville Crossing BID relies on completing a three-phased process



Phase 1 is mostly complete.



Phase 1

Feasibility Study

Understand the feasibility of a BID in the City of Hyattsville and conduct initial outreach with property owners to evaluate interest.

Q4 2021 – Q1 2022

This phase informed the two implementation phases:

- ✓ Engaged with **primary stakeholders** to garner support the proposed BID
- ✓ Identified a **potential geographic boundary** for the proposed BID, including parcels and properties
- ✓ Evaluated **different tax assessment options** to inform future business planning
- ✓ Reviewed **other potential resources and funds** to support in BID startup
- ✓ Outlined **next steps** for BID creation (next slides)

Phase 2 will include continued outreach and planning.



Phase 2

BID Planning

Conduct comprehensive stakeholder outreach with property and business owners to form a steering committee and develop a BID business plan.

Q2 2022 – Q3 2022

This phase will solidify a plan for the proposed BID:

- ✓ Continue engaging a **wider range of stakeholders** located in the proposed BID
- ✓ Create a **BID steering committee** that will govern the BID
- ✓ Develop a **3-yr BID Business Plan** that finalizes the tax assessment rate, boundaries and staff
- ✓ **Advocate** with county and state officials to introduce the proposed BID
- ✓ **Confirm the City and County resources** that will be needed to support BID startup
- ✓ Create a **governing body** within the County to create and manage BID legislation

Key Questions to Address in Phase 2

Stakeholders & Governance

- What mix of stakeholders should form the steering committee? E.g., property owners, developers, business tenants, residential tenants, cultural and civic institutions

Funding

- What tax assessment rate can provide sufficient resources for desired BID programming without burdening small business owners?
- What City and County resources are available to support BID startup in Hyattsville Crossing?

BID Creation

- What is the best path to securing new Maryland legislation to change the property owner approval requirement from 80% to 51%?

Phase 3 will adopt the new BID into local law.



Phase 3

BID Implementation

Local property and business owners advocate and work with county and city officials to submit an application to the State to create a new Hyattsville Crossing BID.

Q4 2022

This phase will execute the legislative process:

- ✓ Advocate with State legislatures to **request a change to the Maryland Code** to reduce the required property owner approval rate from 80 percent to 51 percent (ex. Montgomery County)
- ✓ Submit a **BID application** with to the governing body of the County and municipal corporation
- ✓ Hold **public hearing** after submitting required documentation
- ✓ **Adopt local law** to authorize a business improvement district within 10 days of the public hearing
- ✓ Provide **district tax roll** for the County or municipal corporation to impose

Hyattsville Crossing BID Feasibility Study

Phase 1 Report

April 2022



HYATTSVILLE CROSSING

Appendix

The City of Hyattsville engaged HR&A and Brick & Story to assess the feasibility of creating a BID in the city



HR&A is an economic development and real estate consulting firm working at the intersection of the public and private sectors. Our work transforms communities and revitalizes urban environments in the Greater Washington region and around the country.

Local Projects

- Prince George's County BID Toolkit
- Hyattsville Justice Center Redevelopment
- Takoma Langley Crossroads Planning & Implementation
- Prince George's County Inclusionary Zoning
- Blue Line Corridor Vision and Implementation Strategy
- New Carrollton Station Area Planning
- WMATA Joint Development Strategic Plan

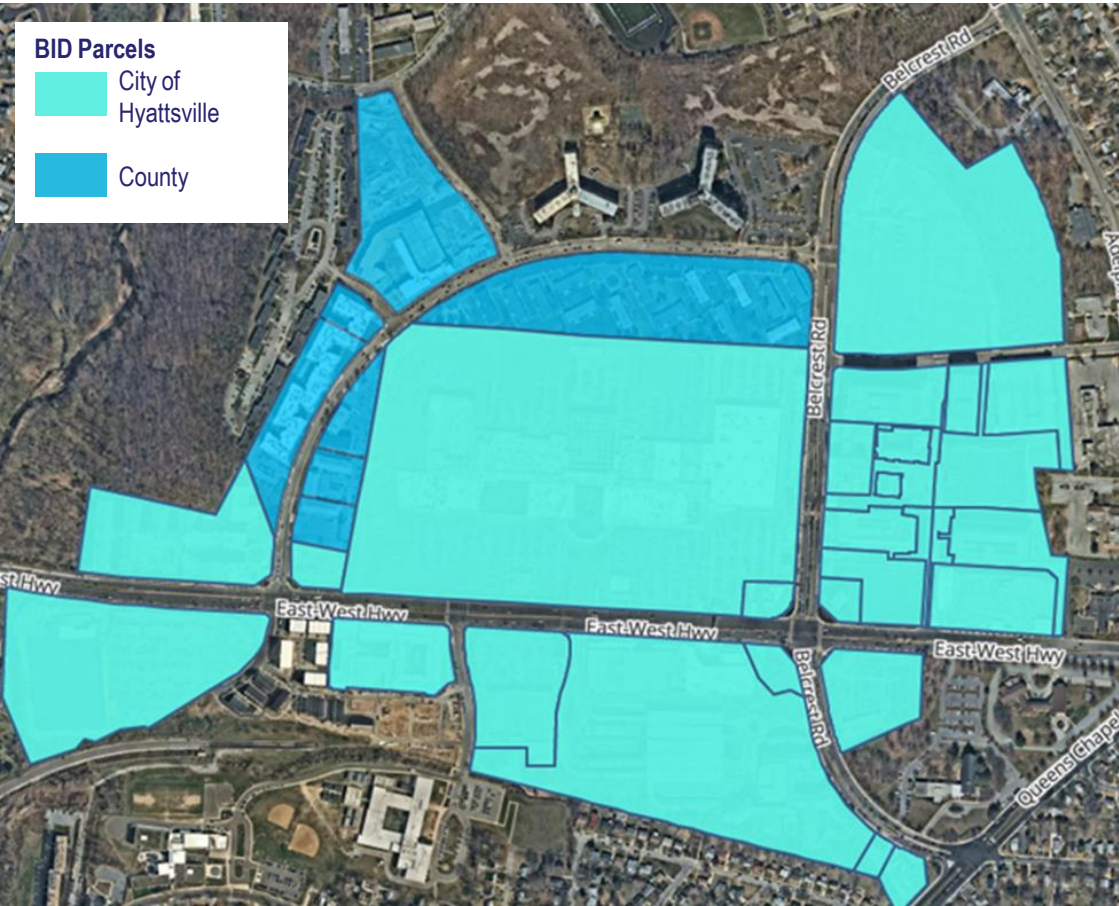


Brick & Story is an urban consultancy practice focused on telling the stories of the built environment and the people who live, work, and play within its spaces.

Local Projects

- New Carrollton Downtown Accessibility Strategy
- Grant Writing for the Housing Authority of Prince George's County
- Takoma Park Recreation Center
- Office of Central Services Feasibility Studies – Men's Transition Center and Multicultural Center

Preliminary Boundary: Parcel & Property Owner List



Parcel	Address	Property Owner/Rep	Property Name
158815	3401 TOLEDO TER	Contee/Grady Property Management	Belcrest Plaza
158817	3599 EAST WEST HWY	NSR Properties	Sunoco Gas Station
162548	3600 EAST WEST HWY	3600 East West Associates	
163532	6206 BELCREST RD	Hyattsville Fire Dept.	Hyattsville Fire Dept.
164086	3400 EAST WEST HWY	3400 Associates	
164087	3311 TOLEDO TER	Collective Office Condo Owners	PGP Professional Park
164088	3311 TOLEDO TER	Collective Office Condo Owners	PGP Professional Park
164089	3331 TOLEDO TER	Collective Office Condo Owners	
165039	6200 BELCREST RD	Hyattsville Fire Dept.	Hyattsville Fire Dept.
218009	6211 BELCREST RD	Rosenthal Properties	The Shoppes at Metro Station
221039	3500 EAST WEST HWY	PREIT	Mall at Prince George's
221040	6400 BELCREST RD	PREIT	
224682	3325 TOLEDO RD	Bernstein Companies	UTC Parking
225302	6505 BELCREST RD	Bernstein Companies	Prince George's Community College
231355	3301 EAST WEST HWY	Home Depot	Home Depot
231877	3501 EAST WEST HWY	Gudelsky	Giant Shopping Center

Preliminary Boundary: Parcel & Property Owner List

Parcel	Address	Property Owner / Rep	Property Name
231979	3311 TOLEDO RD	GIP Hyattsville	
233072	3300 EAST WEST HWY	Michael S Hollins Trust	Post Park Maryland
233616	6501 AMERICA BLVD	Berman Enterprises	UTC (Regal Hyattsville)
233618	6451 AMERICA BLVD	Berman Enterprises	Highline Apartments
233619	6445 AMERICA BLVD	Bernstein Companies	UTC
233620	6401 AMERICA BLVD	Echo Realty	UTC (Safeway)
234957	6525 BELCREST RD	6525 Belcrest Rd.	
234958	6450 AMERICA BLVD	Berman Enterprises	
234959	6400 AMERICA BLVD	Berman Enterprises	Parking
237415	6210 BELCREST RD	WMATA	Prince George's Plaza
	6210 BELCREST RD	WMATA Mosaic at Metro	Mosaic at Metro
	6210 BELCREST RD	WMATA Retail Ground Lease	

Parcel	Address	Property Owner / Rep	Property Name
244214	6500 AMERICA BLVD	Collective Res. Condo Owners	
245592	6506 AMERICA BLVD	Collective Res. Condo Owners	UTC Condo 1
247035	6500 AMERICA BLVD	Berman Enterprises	
247036	6515 BELCREST RD	Vie Management	Vie Towers
249017	3401 EAST WEST HWY	Akelius Real Estate Management	The Edition
249040	BELCREST RD	Berman Enterprises	Dewey
	BELCREST RD	Board of Education	
	BELCREST RD	Dewey Development	
	BELCREST RD	Hyattsville Owner LLC	
250245	3400 TOLEDO TER	Contee/Grady Property Management	
	3304 TRIBUNE CT	Collective Res. Condo Owners (Editors Park Community Association)	Editors Park

Stakeholder Engagement Outreach Tracker

Stakeholder	Affiliation	Notes	Meeting Date
Scott DeCain	Property Owner	Bald Eagle Partners, UTC Board	2/3/22
Stuart Eisenburg	Local Stakeholder	Hyattsville CDC	12/15/21
Joe Galli	Property Owner	Bernstein Companies	12/2/21
Councilmember McClellan	Local Stakeholder	Hyattsville City Council, Ward 3	2/17/22
Councilmember Simasek	Local Stakeholder	Hyattsville City Council, Ward 3	2/17/22
Nihar Shah	Property Owner	Perseus TDC	1/28/22
Henry Watford	Property Owner	PREIT	2/28/22

Note: HR&A and Brick & Story attempted outreach to 5 small businesses in the Hyattsville Crossing Study Area but did not receive any responses.



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Agenda Item Report

File #: HCC-357-FY22

5/2/2022

8.b.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Presentation

Item Title:
Redistricting 2022

Suggested Action:
Presentation

Summary Background:

Every ten years, after the Census, the City must use the new census data to review its ward boundaries, and if needed, redraw the boundaries between wards in order to reflect how the local populations have changed. The authority for the modification of ward boundaries is found in the City Charter, § C4-17.

The redistricting process is done with the primary goal of creating wards which have substantially equal populations. The widely accepted standard for population variation between the largest ward and the smallest ward is that there should not be a greater than 10% difference. Additional criteria for consideration throughout the redistricting process is listed below.

- Wards must be comprised of contiguous territory and as geographically compact as possible.
- Wards shall, as much as possible, be bounded by natural boundaries, street lines, and/or City boundary lines.
- Wards must be drawn to provide fair and effective representation for all residents of the City, including racial, ethnic, and language minorities. Additionally, to the extent possible, wards should preserve identifiable communities of interest. The redrawing of the City's ward boundaries should be designed to ensure that our elected body is representative of the City's diverse population.
- Wards most likely to be impacted by future development may be smaller by design in order to minimize impact of population growth on future redistricting.

The City's last redistricting occurred in 2012 and was effective for the 2013 City election. The process was accomplished by a Council appointed committee which reviewed proposed maps and made recommendations to the Council. Opportunities for public engagement were provided at the committee meetings and via a public hearing. Staff recommends following a similar process for the 2022 redistricting which would be effective for the May 2023 City election with enhanced opportunities for public engagement utilizing the newly acquired online citizen engagement platform.

A proposed timeline is below.

- Council Presentation: May 2, 2022
- Council Action to Establish Ad Hoc Task Force: May 16, 2022
- Appointments to Ad Hoc Task Force: June 2022

- Kick Off Meeting: June 2022
- Task Force Meetings & Public Engagement - Summer 2022
- Presentation of Proposed Maps - September 19, 2022
- Public Hearing on Proposed Maps - October 3, 2022
- Adoption of Redistricting - Charter Amendment Section C4-16 - November 2022
- Public Education on New Ward Boundaries - Winter 2022 - 2023
- Mayoral Election - May 9, 2023

Next Steps:

Council discussion and establishment of the Ad Hoc Task Force.

Fiscal Impact:

N/A

City Administrator Comments:

For presentation.

Community Engagement:

The City foresees being able to utilize some of the newly acquired communications tools, such as the online civic engagement platform to assist with community outreach during the redistricting process.

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

Complete

City of Hyattsville

Redistricting 2022



Overview



What is Redistricting?

Every 10 years, after the US Census, the City must review and make any necessary adjustments to the Ward Boundaries to ensure the wards have substantially equal populations. The target variation is no more than 10% between the City's five (5) wards. The City Charter provides the Council with the authority to redraw boundaries at their discretion.

Why is Redistricting Important?

The ward boundaries determine which residents in the City are represented by which Councilmembers. The Mayor of the City serves at large, while two representatives serve each of the five (5) wards.

Overview



When was the City's last redistricting?

The last redistricting occurred in 2012 and was effective for the 2013 City election. A committee was appointed by the City Council to review proposed maps and make recommendations to the Council. A public hearing to review the proposed maps was held as a part of the engagement process.

When Should Redistricting Occur?

The City's Charter does not prescribe a deadline for the redistricting, but it is advisable to have it completed prior to the next regular election after the US Census is completed.

Existing Conditions

2020 Census Data



2020 Ward Population Total – 21,187			
Ward	Population	Variance From Equal Size	Percentage Variance From Equal Size
1	4,376	+139	+3.3%
2	3,859	-378	-8.9%
3	5,201	+964	+22.7%
4	4,026	-211	-5.0%
5	3,725	-512	-12.1%
Equal Size (total divided by 5)		10% Variation	
4,237		+/-424	

Redistricting Guidelines

.....



- Wards must be population balanced with no more than 10% variation between wards.
- Wards must be reasonably compact and contiguous.
- Wards must be drawn to provide fair and effective representation for all residents of the City, including racial, ethnic, and language minorities.
- Wards should take in account existing infrastructural and natural boundaries.

Redistricting Guidelines

.....



- To the extent possible, wards should preserve identifiable communities of interest.
- Wards most likely to be impacted by future development may be smaller by design in order to minimize impact of population growth on future redistricting.
- Redistricting must be done in compliance with local, state, and federal laws, including the federal Voting Rights Act of 1965.

2022 Redistricting Proposal

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Establish an Ad Hoc Task Force

Staff recommends the establishment of an Ad Hoc Task Force to serve as the 2022 Redistricting Committee. The proposed composition of the Task Force is below.

One member from each of the following City Committees:

If Possible, Appointed members should Represent all 5 City Wards

- Planning Committee
- Election Board
- Ethics Commission
- Educational Facilities Task Force
- Race and Equity Task Force
- Two (2) additional community members to ensure equal ward distribution

Staff Liaison: Team Lead Cindy Zork and GIS Tech Sekour Mason

2022 Redistricting Proposal

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Proposed Timeline

- Council Review and Discussion: May 2, 2022
- Council Action to Establish Ad Hoc Task Force: May 16, 2022
- Appointments to Ad Hoc Task Force: June 2022
- Kick Off Meeting: June 2022
- Task Force Meetings & Public Engagement – Summer 2022
- Presentation of Proposed Maps – September 19, 2022
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- Mayoral Election – May 9, 2023



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Agenda Item Report

File #: HCC-348-FY22

5/2/2022

9.a.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation of Asian American Native Hawaiian Pacific Islander Heritage Month

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing May 2022 as Asian American Native Hawaiian Pacific Islander Heritage Month in the City of Hyattsville.

Summary Background:

May is recognized as Asian American Native Hawaiian Pacific Islander Heritage Month.

Next Steps:

Proclaim May 2022 as Asian American Native Hawaiian Pacific Islander Heritage Month in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

N/A

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

CELEBRATING MAY 2022 AS ASIAN AMERICAN NATIVE HAWAIIAN PACIFIC ISLANDER
HERITAGE MONTH IN THE CITY OF HYATTSVILLE

This proclamation declares May 2022 to be Asian American and Native Hawaiian/Pacific Islander Heritage Month in the City of Hyattsville to celebrate the contributions and achievements that Asian-Pacific American residents make in our community.

WHEREAS, the theme of Asian American and Native Hawaiian/Pacific Islander Heritage Month in 2022 is Advancing Leaders through Collaboration; and

WHEREAS, the City of Hyattsville is fortunate to be a diverse community, including residents with roots in Asia and the Pacific Islands; and

WHEREAS, Asian Americans, Native Hawaiians and Pacific Islanders make our Nation more vibrant through diversity of cultures, languages, and religions and enrich this country's history, arts, sciences, government, military, commerce, and education; and

WHEREAS, we celebrate and honor the invaluable contributions the AANHPI communities have made to our Nation's culture and the arts, law, science and technology, sports and public service — including the courageous AANHPIs who have served on the front lines of the COVID-19 pandemic as health care providers, first responders, teachers, and other essential workers.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville acknowledge the contributions and achievements of Asian-Pacific American residents in our community and declare May 2022 as Asian American Native Hawaiian Pacific Islander Heritage Month.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





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Agenda Item Report

File #: HCC-350-FY22

5/2/2022

9.b.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:
Proclamation of Citizenship Celebration Day

Suggested Action:
I move that the Mayor and Council proclaim May 7, 2022, as Citizenship Celebration Day in the City of Hyattsville.

Summary Background:
In 2014, Hyattsville's Mayor and City Council designated the first Saturday of each subsequent May as Citizenship Celebration Day.

Next Steps:
Proclaim May 7, 2022 as Citizenship Celebration Day in the City of Hyattsville.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend approval.

Community Engagement:
N/A

Strategic Goals:
Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?
N/A

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING MAY 7, 2022 TO BE CITIZENSHIP CELEBRATION DAY IN THE CITY OF
HYATTSVILLE

This proclamation recognizes and celebrates the newest citizens of the United States of America who have decided to make their home here in the City of Hyattsville.

WHEREAS, in 2014, Hyattsville's Mayor and City Council designated the first Saturday of each May as Citizenship Celebration Day to honor those residents of the City who have recently become citizens of the United States of America; and

WHEREAS, the City of Hyattsville values the contributions of immigrants and new citizens who help foster a spirit of inclusion that enriches our community and preserves its legacy as a City of freedom and opportunity; and

WHEREAS, the City of Hyattsville wishes to acknowledge immigrants' commitment to the United States of America and its Constitution and to the idea of liberty and justice for all on which this country has been founded; and

WHEREAS, the City of Hyattsville recognizes those becoming citizens of the United States of America who live in Hyattsville and choose to enjoy the rights and privileges of full United States citizenship as we all strive for a "more perfect union".

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville declare May 7, 2022 to be Citizenship Celebration Day in the City of Hyattsville in recognition of our residents who have recently earned the rights and responsibilities incumbent upon every citizen of the United States of America.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





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Agenda Item Report

File #: HCC-351-FY22

5/2/2022

9.c.

Submitted by: Sean Corcoran
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation of National Public Works Week

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing the week of May 15 through May 21, 2022, to be Public Works Week in the City of Hyattsville.

Summary Background:

The week of May 15 through May 21, 2022 is nationally recognized as Public Works Week in the United States.

Next Steps:

Recognize the week of May 15 through May 21, 2022 as National Public Works Week in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING MAY 15 THROUGH MAY 21, 2022 TO BE NATIONAL PUBLIC WORKS WEEK

This proclamation declares the week of May 15 through May 21, 2022 to be National Public Works Week in the City of Hyattsville to recognize the vital services of public works professionals and indispensable influence on our way of life.

WHEREAS, 2022 marks the 62nd annual National Public Works Week with the theme of “Ready and Resilient”, to honor the superheroes of Public Works who are always ready to serve their communities and resilient in their abilities to pick themselves up after encountering challenges; and

WHEREAS, Public Works labor forces create the backbone of our community, ensuring that vital services are provided, and infrastructure maintained; and

WHEREAS, Public Works personnel are charged with some of the most daunting tasks in any community, be it snow removal or yard waste collection following a storm event, or collecting solid waste after busy holiday weeks; and

WHEREAS, the City of Hyattsville is fortunate to have a team of dedicated Public Works professionals, each of whom directly impacts the quality of life for our residents on a daily basis; and

WHEREAS, this week is intended to recognize and thank our Public Works personnel for their contributions to our community’s wellbeing.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville, do hereby recognize May 15 through May 21, 2022 as National Public Works Week and formally express our appreciation for the daily efforts of each member of our Public Works team.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





City of Hyattsville

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Agenda Item Report

File #: HCC-352-FY22

5/2/2022

9.d.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation Recognizing National Peace Officers Memorial Day and National Police Week

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing May 15 through May 21, 2022 as National Police Week and May 15, 2022 as Peace Officers Memorial Day in the City of Hyattsville.

Summary Background:

May 15 through May 21, 2022 is nationally declared as National Police Week and May 15, 2022 is nationally declared Peace Officers Memorial Day in the United States.

Next Steps:

Proclaim May 15 through May 21, 2022 as National Police Week and May 15, 2022 as National Peace Officers Memorial Day.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

N/A

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING THE WEEK OF MAY 15 THROUGH MAY 21, 2022 AS NATIONAL POLICE WEEK AND MAY 15, 2022 AS PEACE OFFICERS MEMORIAL DAY IN THE CITY OF HYATTSVILLE

WHEREAS, the men and women of the Hyattsville City Police Department unceasingly serve the people of our community; and

WHEREAS, safeguarding the rights and freedoms of the residents of the City of Hyattsville is honorable, yet, hazardous work; and

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers Memorial Day to remember all who have fallen in the line of duty, and National Police Week to express gratitude for all who serve.

NOW, THEREFORE BE IT RESOLVED, we invite our community to join us in observation of the week of May 15 through May 21, 2022 as Police Week in Hyattsville and May 15, 2022 as Peace Officers' Memorial Day in honor of those who have made the ultimate sacrifice.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





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Agenda Item Report

File #: HCC-353-FY22

5/2/2022

9.e.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:
Proclamation of Municipal Clerks Week

Suggested Action:
I move that the Mayor and Council adopt a proclamation recognizing the week of May 1 through May 7, 2022 as Municipal Clerks Week in the City of Hyattsville.

Summary Background:
The week of May 1 through May 7, 2022 is recognized as Municipal Clerks Week.

Next Steps:
Proclaim the week of May 1 through May 7, 2022 to be Municipal Clerks Week in the City of Hyattsville.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend adoption.

Community Engagement:
N/A

Strategic Goals:
Goal 4 - Foster Excellence in all City Operations

Legal Review Required?
N/A

CITY OF HYATTSVILLE

PROCLAMATION

CELEBRATING THE WEEK OF MAY 1 THROUGH MAY 7, 2022 AS MUNICIPAL CLERKS WEEK

This proclamation declares the week of May 1 through May 7, 2022, to be Municipal Clerks Week in the City of Hyattsville, to recognize the vital contributions of the Office of the Clerk to ensuring the accountability, transparency, and good governance in our City.

WHEREAS, The Office of the Clerk is among the oldest public servants that provides a professional link between residents, elected officials, and agencies of government at all levels; and

WHEREAS, The Municipal Clerk serves as the information center on all functions of local government and community, and pledges to be ever mindful of neutrally and impartially rendering equal service to all; and

WHEREAS, the Clerks of the City of Hyattsville, beginning with the inaugural holder of the Office and onward to the present day, have consistently demonstrated a spirit of service and commitment to good governance in the City of Hyattsville.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hyattsville recognizes the week of May 1 through May 7, 2022, as Municipal Clerks Week, and extends its appreciation to our City's Clerk, Ms. Laura Reams and our Assistant to the City Clerk, Ms. Lillie Littleford, for their hard work and dedication to our community.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-354-FY22

5/2/2022

9.f.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation of Children's Mental Health Matters Week

Suggested Action:

I move that the Mayor and Council adopt a proclamation recognizing May 1-7, 2022 as Children's Mental Health Matters week in the City of Hyattsville.

Summary Background:

The month of May is National Mental Health Month and the first week is designated as Children's Mental Health Matters week.

Next Steps:

Adopt the proclamation which will bring awareness to Children's Mental Health Matters week.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

Outreach and information sharing regarding children's mental health.

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING MAY 1-7, 2022 TO BE CHILDREN'S MENTAL HEALTH MATTERS WEEK IN THE CITY OF HYATTSVILLE

WHEREAS addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Hyattsville; and

WHEREAS the month of May is National Mental Health Month and the first week is designated as Children's Mental Health Matters week; and

WHEREAS mental health, mental illness, and substance use disorders can affect any child, regardless of age, gender, orientation, pronouns, race, ethnicity, religion, or economic status; we must effectively share resources and deliver services that meet the social, cultural, and linguistic needs of all in our community to improve health outcomes and overall quality of life.

WHEREAS the need to build a robust community is the responsibility of all through cross-agency collaboration and shared resources with government agencies, public, private, and non-profit groups and will result in a stronger and more vibrant City of Hyattsville for all; and

WHEREAS addressing systemic racism, promoting racial equity, and building a more inclusive future is essential to the mental health of everyone in the community, including children; and

NOW, THEREFORE BE IT RESOLVED, do hereby proclaim May 1-7, 2022, to be Children's Mental Health Matters week and urge our citizens, agencies, and organizations to unite and join the campaign in observance of scheduled activities and events to inform residents of the City of Hyattsville of the fundamental necessity of meeting every child's mental health needs through year-round resources and inclusive programs for all.

Robert S. Croslin

Interim Mayor, City of Hyattsville

May 2, 2022





City of Hyattsville

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Agenda Item Report

File #: HCC-359-FY22

5/2/2022

10.a.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Appointment

Item Title:

Appointment to the Race and Equity Task Force

Suggested Action:

I move that the Mayor and Council approve the appointment of Jocelyn Medello (Ward 1) to the Race and Equity Task Force for a term of two (2) years to expire on April 30, 2024.

Summary Background:

See attached application. Per the new Committee procedures the applicant has attended at least one (1) meeting of the Committee and a meet and greet with the Council and staff liaisons.

Next Steps:

Upon approval, the Race and Equity Task Force will have no vacancies.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

Committee meetings are open to the public and all are encouraged to attend. Agendas are posted on the City's website.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Board, Committee and Commission Application**Profile**

Jocelyn

First Name

Medallo

Last Name

Preferred Pronouns

she/her

Email Address

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one non-City resident appointment)

Street Address

City

Suite or Apt

State

Postal Code

Which Boards would you like to apply for?

Race and Equity Task Force: Submitted

Do you currently serve on this committee and are applying for re-appointment?☐ Yes ☒ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

To find your City Ward, click on this link! [City Residency Map](#)

Please select your ward from the drop down list below. *

☒ Ward 1

Primary Phone

Referred By:

TBD

Please provide a brief background statement including why you want to serve on a committee. This statement may be posted on the City's website.

I am immigrant to the United States, a mother, an environmental and human rights lawyer and advocate. For over a decade, I have worked with communities around the world to crack open decision-making spaces that would otherwise exclude them from realizing their vision of community. When my family decided to relocate to the DMV area, we searched for a community that prioritized diversity and inclusion and aligned with our values - not only in rhetoric, but in practice. After sitting in on a Race and Equity Task Force meeting, I was inspired by the diversity and energy of the group. I can think of no better way to begin our life in Hyattsville than by investing energy (and hope) into making the city into a community where my children would feel welcome, safe, and seen. I know I have much to learn about Hyattsville, from its community and the members on this task force. But I am excited to do so. In terms of my background, most of my work has been with non-governmental organizations on housing and land rights, community legal empowerment and education, and environmental justice/access to justice.



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Agenda Item Report

File #: HCC-338-FY22

5/2/2022

11.a.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Acceptance of the PEPCO Interconnection Agreement for the DPW Solar Installation

Suggested Action:

I move that the Mayor and Council authorize Interim Mayor Croslin to sign and accept the PEPCO Interconnection Agreement for the DPW Solar Installation project.

Summary Background:

In December 2021 the Council authorized the City Administrator to enter into an agreement with Altenergy for the Turnkey Installation of a Solar Power system at the new Department of Public Works facility. As part of the process the City must enter into an Interconnection Agreement with PEPCO in order to be able to generate power and supply it back to the power grid. This agreement has been reviewed and approved by the City Attorney and needs to be signed by the Interim Mayor before the solar system can be installed.

Next Steps:

Sign the agreement and schedule the installation.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Complete



An Exelon Company

**MARYLAND LEVEL 2, 3, & 4 INTERCONNECTION
APPLICATION/AGREEMENT**

**With Terms and Conditions for Interconnection
For a Level 2, 3, & 4 Review of Small Generator Facilities Less than or Equal to 10 MW
(Net Energy Metering up to 2 MW)**

The Green Power Connection™ Team
Pepco
A PHI Company
(866) 634-6977 - Phone
gpc-south@pepco.com

(Submit application through ConnectTheGrid at phi.connectthegrid.com)



An Exelon Company

MARYLAND STANDARD AGREEMENT FOR INTERCONNECTION OF SMALL GENERATOR FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MW¹

This agreement ("Agreement") is made and entered into this _____ day of _____ by and between _____, ("Interconnection Customer,") a _____² organized and existing under the laws of the State of Maryland, and Potomac Electric Power Company, ("Electric Distribution Company", (EDC)) a Corporation existing under the laws of the State of Maryland. Interconnection Customer and EDC each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to, install or direct the installation of a Small Generator Facility, or is proposing a generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____; and

Whereas, the Interconnection Customer will operate and maintain, or cause the operation and maintenance of the Small Generator Facility; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with EDC's Electric Distribution System.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Scope and Limitations of Agreement

- 1.1. This Agreement shall be used for all approved Level 2, Level 3 and Level 4 Interconnection Requests according to the procedures set forth in the Maryland Standard Small Generator Interconnection Rules (**COMAR 20.50.09**).
- 1.2. This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, the EDC's Electric Distribution System.
- 1.3. This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.
- 1.4. Nothing in this Agreement is intended to affect any other agreement between the EDC and the Interconnection Customer. However, in the event that the provisions of this Agreement are in conflict with the provisions of the EDC's tariff, the EDC tariff shall control.

¹ Up to 2 MW for Net Energy Metering.

² Choices: Individual, Sole Proprietorship, Partnership, Corporation, Limited Liability Company, Municipal Agency, State Agency, Federal Agency, or Non-Profit.

1.5. Responsibilities of the Parties

- 1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations.
 - 1.5.2. The EDC shall construct, own, operate, and maintain its Interconnection Facilities in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code and applicable standards promulgated by the Maryland Public Service Commission.
 - 1.5.3. The Interconnection Customer shall construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code, the National Electrical Code and applicable standards promulgated by the Maryland Public Service Commission.
 - 1.5.4. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection.
 - 1.5.5. The Interconnection Customer agrees to design, install, maintain and operate its Small Generator Facility so as to minimize the likelihood of causing an Adverse System Impact on an electric system that is not owned or operated by the EDC.
- 1.6. Parallel Operation Obligations: Once the Small Generator Facility has been authorized to commence Parallel Operation, the Interconnection Customer shall abide by all written rules and procedures developed by the EDC which pertain to the Parallel Operation of the Small Generator Facility, which are clearly specified in Attachment 4 of this Agreement.
- 1.7. Metering: The Interconnection Customer shall be responsible for the cost of the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.
- 1.8. Reactive Power: The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer. EDC may also require the Interconnection Customer to follow a voltage or VAR schedule if such schedules are applicable to similarly situated generators in the control area on a comparable basis and have been approved by the Commission. The specific requirements for meeting a voltage or VAR schedule shall be clearly specified in Attachment 4. Under no circumstance shall these additional requirements for reactive power or voltage support exceed the normal operating capabilities of the Small Generator Facility.
- 1.9. Capitalized Terms: Capitalized terms used herein shall have the meanings specified in the Definitions in Attachment 1 or the body of this Agreement.

2. **Inspection, Testing, Authorization, and Right of Access**

- 2.1. Equipment Testing and Inspection: The Interconnection Customer shall test and inspect its Small Generator Facility including the Interconnection Equipment prior to interconnection in accordance with IEEE Standard 1547 and IEEE Standard 1547.1. The Interconnection Customer shall not operate its Small Generator Facility in Parallel with EDC's Electric Distribution System without prior written authorization by the EDC as

provided for in 2.1.1 – 2.1.4.

2.1.1. The EDC shall have the option of performing a Witness Test after construction of the small generator facility is completed. The Interconnection Customer shall provide the EDC at least 20 days notice of the planned Commissioning Test for the small generator facility. If the EDC elects to perform a Witness Test, it shall contact the Interconnection Customer to schedule the Witness Test at a mutually agreeable time within 5 business days of the scheduled commissioning test. If the EDC does not perform the Witness Test within 5 business days of the commissioning test, the Witness Test is deemed waived unless the parties mutually agree to extend the date for scheduling the Witness Test. If the Witness Test is not acceptable to the EDC, the Interconnection Customer will be granted a period of 30 calendar days to address and resolve any deficiencies. The time period for addressing and resolving any deficiencies may be extended upon the mutual agreement of the EDC and the Interconnection Customer. If the Interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of 6.5 shall apply. If a Witness Test is not performed by the EDC or an entity approved by the EDC, the Interconnection Customer must still satisfy the interconnection test specifications and requirements set forth in IEEE Standard 1547 Section 5. The Interconnection Customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2. To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the EDC observe these tests and that these tests be deleted from the final Witness Test. The EDC may, at its own expense, send qualified personnel to the Small Generator Facility to observe such interim testing. Nothing in this Section 2.1.2 shall require the EDC to observe such interim testing or preclude the EDC from performing these tests at the final Witness Test. Regardless of whether the EDC observes the interim testing, the Interconnection Customer shall obtain permission in advance of each occurrence of operating the Small Generator Facility in parallel with the EDC's system.

2.1.3. Upon successful completion of the Witness Test, the EDC shall affix an authorized signature to the Certificate of Completion and return it to the Interconnection Customer approving the interconnection and authorizing Parallel Operation. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.2. Commercial Operation: The interconnection customer shall not operate the Small Generator Facility, except for interim testing as provided in 2.1, until such time as the Certificate of Completion is signed by all Parties.

2.3. Right of Access: The EDC shall have access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.

3. **Effective Date, Term, Termination, and Disconnection**

3.1. Effective Date: This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement: This Agreement shall become effective on the Effective Date and shall remain in effect in perpetuity unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3. Termination: No termination shall become effective until the Parties have complied with

all Applicable Laws and Regulations applicable to such termination.

- 3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
- 3.3.2. Either Party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3. The EDC may terminate upon 60 calendar days' prior written notice for failure of the Interconnection Customer to complete construction of the Small Generator Facility within 12 months of the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual agreement of the Parties which shall not be unreasonably withheld.
- 3.3.4. The EDC may terminate this Agreement upon 60 calendar days' prior written notice if the Interconnection Customer fails to operate the Small Generator Facility in parallel with EDC's electric system for three consecutive years.
- 3.3.5. Upon termination of this Agreement, the Small Generator Facility will be disconnected from the EDC's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.6. The provisions of this Article shall survive termination or expiration of this Agreement.

3.4. Temporary Disconnection: A Party may temporarily disconnect the Small Generator Facility from the Electric Distribution System in the event of an Emergency Condition for so long as the Party determines it is reasonably necessary in the event one or more of the following conditions or events occurs:

- 3.4.1. Emergency Conditions—shall mean any condition or situation: (1) that in the judgment of the Party making the claim is reasonably likely to endanger life or property; or (2) that, in the case of the EDC, is reasonably likely to cause an Adverse System Impact; or (3) that, in the case of the Interconnection Customer, is reasonably likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment. Under Emergency Conditions, the EDC or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The EDC shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify the EDC promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the EDC's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2. Scheduled Maintenance, Construction, or Repair – the EDC may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from the EDC's Electric Distribution System when necessary for scheduled maintenance, construction, or repairs on EDC's Electric Distribution System. The EDC shall provide the Interconnection Customer with five business days notice prior to such interruption. The EDC shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.
- 3.4.3. Forced Outages - During any forced outage, the EDC may suspend interconnection service to effect immediate repairs on the EDC's Electric Distribution System. The

EDC shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the EDC shall, upon written request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

- 3.4.4. Adverse Operating Effects – the EDC shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on the operating procedures specified in Attachment 4, the EDC determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the EDC's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon written request. The EDC may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time unless Emergency Conditions exist in which case the provisions of 3.4.1 apply.
- 3.4.5. Modification of the Small Generator Facility - The Interconnection Customer must receive written authorization from the EDC prior to making any change to the Small Generator Facility, other than a Minor Equipment Modification, that could cause an Adverse System Impact. If the Interconnection Customer makes such modification without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the Small Generator Facility until such time as the EDC reasonably concludes the modification poses no threat to the safety or reliability of its Electric Distribution System.
- 3.4.6. Reconnection - The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and EDC's Electric Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section; provided, however, if such disconnection is done pursuant to Section 3.4.5 due to the Interconnection Customer's failure to obtain prior written authorization from the EDC for Minor Equipment Modifications, the EDC shall reconnect the Interconnection Customer only after determining the modifications do not impact the safety or reliability of its Electric Distribution System.

4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

- 4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 3 of this Agreement if required under the additional review procedures of Level a 2 review or under a Level 4 review. If a Facilities Study was performed, the EDC shall identify the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the EDC's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.
- 4.1.2. The Interconnection Customer shall be responsible for its expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) its reasonable share of operating, maintaining, repairing, and replacing any Interconnection Facilities owned by the EDC as set forth in Attachment 3 and Attachment 4.

- 4.2. Distribution Upgrades: The EDC shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the interconnection Customer. The Interconnection

Customer may be entitled to financial contribution from any other EDC customer who may in the future utilize the upgrades paid for by the Interconnection Customer. Such contributions shall be governed by the rules, regulations and decisions of the Maryland Public Service Commission.

5. Billing, Payment, Milestones, and Financial Security

5.1. Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

- 5.1.1. The EDC shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of EDC provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in Appendix 3, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 5.1.2. Within ninety (90) calendar days of completing the construction and installation of the EDC's Interconnection Facilities and Distribution Upgrades described in the Attachments 2 and 3 to this Agreement, the EDC shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation; and (2) the Interconnection Customer's previous deposit and aggregate payments to the EDC for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the EDC within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.
- 5.1.3. If a Party in good faith disputes any portion of its payment obligation pursuant to this Article 5, such Party shall pay in a timely manner all non-disputed portions of its invoice, and such disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. Provided such Party's dispute is in good faith, the disputing Party shall not be considered to be in default of its obligations pursuant to this Article.

- 5.2. Interconnection Customer Deposit: At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the EDC's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide the EDC with a deposit equal to 50% of the estimated costs prior to its beginning design of such facilities, provided the total cost is in excess of \$1,000.

6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

- 6.1. Assignment: This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. Should the Interconnection Customer assign this agreement, the EDC has the right to request the assignee agree to the assignment and the terms of this Agreement in writing. When required, consent to assignment shall not be unreasonably withheld; provided that:

- 6.1.1. Either Party may assign this Agreement without the consent of the other Party to

any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

6.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

6.1.3. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

6.2. Limitation on Damages: Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Section 6.2 shall survive the termination or expiration of the Agreement.

6.3. Indemnity

6.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3. Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

6.3.4. If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.3.5. If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other

recovery.

6.4. Force Majeure

- 6.4.1. As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of gross negligence or intentional wrongdoing.
- 6.4.2. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party shall be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party shall use reasonable efforts to resume its performance as soon as possible.

6.5. Default

- 6.5.1. No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2. Upon a default of this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.5.3 the defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 6.5.3. If a Party has made an assignment of this Agreement not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party shall have 30 days from receipt of the default notice within which to cure such default.
- 6.5.4. If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

7. **Insurance:** For Small Generator Facilities with a Nameplate Capacity of 1 MW or above, the Interconnection Customer shall carry adequate insurance coverage that shall be acceptable

to the EDC; provided, that the maximum comprehensive/general liability coverage that shall be continuously maintained by the Interconnection Customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents will be added as an additional insured on this policy.

8. Dispute Resolution

- 8.1. A party shall attempt to resolve all disputes regarding interconnection as provided in this section promptly, equitably, and in a good faith manner.
- 8.2. When a dispute arises, a party may seek immediate resolution through complaint procedures available through the Maryland Public Service Commission, or an alternative dispute resolution process approved by the Maryland Public Service Commission, by providing written notice to the Maryland Public Service Commission and the other party stating the issues in dispute. Dispute resolution will be conducted in an informal, expeditious manner to reach resolution with minimal costs and delay. When available, dispute resolution may be conducted by phone.
- 8.3. When disputes relate to the technical application of this section, the Maryland Public Service Commission may designate a technical master to resolve the dispute. The Maryland Public Service Commission may designate a Department of Energy National Laboratory, PJM Interconnection L.L.C., or a college or university with distribution system engineering expertise as the technical master. When the Federal Energy Regulatory Commission identifies a National technical dispute resolution team, the Maryland Public Service Commission may designate the team as its technical master. Upon designation by the Maryland Public Service Commission, the parties shall use the technical master to resolve disputes related to interconnection. Costs for a dispute resolution conducted by the technical master shall be established by the technical master, subject to review by the Maryland Public Service Commission.
- 8.4. Pursuit of dispute resolution may not affect an Interconnection Customer with regard to consideration of an Interconnection Request or an Interconnection Customer's queue position.
- 8.5. If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

9. Miscellaneous

- 9.1. Governing Law, Regulatory Authority, and Rules: The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Maryland, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations.
- 9.2. Amendment: Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3. No Third-Party Beneficiaries: This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4. Waiver

- 9.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 9.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from EDC. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5. Entire Agreement: This Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6. Multiple Counterparts: This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7. No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8. Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9. Environmental Releases: Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10. Subcontractors: Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and

each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such a Party.

9.10.2. The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

9.11. Note about Voltage Rise: Running grid-tied generation at a premise will generally raise voltage levels. A proper voltage drop/rise study must be done to insure that resulting voltages do not cause problems at the customer premise and/or to the operation of the inverter. If there are times when generator output will exceed the load of the premise, this will cause voltage rise across the line transformer and service line to the facility. Be sure this is taken into account when doing a voltage drop/rise analysis. If there are other customers that have grid-tied solar and their premise is fed by the same line transformer. If the new generation system causes high voltage for other customers fed by the same transformer, it will be the responsibility of the newest generator installation to remediate the high voltage. The normal voltage at the meter without generation is 120 V +/- 5% (or other secondary voltages such as 208, 240, 480, etc.). Be sure to assume the highest voltage (+ 5%) at the meter when doing the voltage drop/rise analysis to insure acceptable voltage at the premise and at the inverter. **The utility is not responsible for elevated voltage caused by the operation of a generator.** The electrical grid has been designed to maintain 120 V +/- 5% (or other standard secondary voltages) during the course of the normal load cycle.

10. Notices

10.1. General: Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

If to EDC:

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail _____

- 10.2. Billing and Payment: Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

If to EDC

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

- 10.3. Designated Operating Representative: The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail _____

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

- 10.4. Changes to the Notice Information: Either Party may change this notice information by giving five business days written notice prior to the effective date of the change.

11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Signature: _____

Name: _____

Title: _____

Date: _____

For EDC:

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse System Impact - A negative effect, due to technical or operational limits on conductors or equipment being exceeded, that compromises the safety or reliability of the Electric Distribution System.

Applicable Laws and Regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Commissioning Test – Tests applied to a small generator facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE standard 1547 section 5.4 “Commissioning tests”.

Distribution Upgrades –A required addition or modification to the EDC's Electric Distribution System at or beyond the Point of Interconnection to accommodate the interconnection of a Small Generator Facility. Distribution upgrades do not include Interconnection Facilities.

Electric Distribution Company or EDC - Any electric utility entity subject to the jurisdiction of the Maryland Public Service Commission.

Electric Distribution System –The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which Electric Distribution Systems operate differ among areas but generally carry less than 69 kilovolts of electricity. Electric Distribution System has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities Study – An engineering study conducted by the EDC to determine the required modifications to the EDC's Electric Distribution System, including the cost and the time required to build and install such modifications, as necessary to accommodate an Interconnection Request.

Governmental Authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, EDC or any affiliate thereof.

IEEE Standard 1547 - The Institute of Electrical and Electronics Engineers, Inc. (IEEE) Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

IEEE Standard 1547.1 - The IEEE Standard 1547.1 (2005) "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

Interconnection Agreement or Agreement – This agreement between the Interconnection Customer and the EDC, which governs the connection of the Small Generator Facility to the EDC's Electric Distribution System, as well as the ongoing operation of the Small Generator

Facility after it is connected to the EDC's Electric Distribution System.

Interconnection Customer – The entity proposing to interconnect a Small Generator Facility to the EDC's Electric Distribution System.

Interconnection Equipment – A group of components or integrated system connecting an electric generator with a local electric power system or an Electric Distribution System that includes all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection Equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection Facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a Small Generator Facility. Collectively, Interconnection Facilities include all facilities, and equipment between the Small Generator Facility and the Point of Interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the Small Generator Facility to the Electric Distribution System. Interconnection Facilities are sole use facilities and do not include Distribution Upgrades.

Interconnection Request – An Interconnection Customer's request, in a form approved by the Maryland Public Service Commission, requesting the interconnection of a new Small Generator Facility, or to increase the capacity or operating characteristics of an existing Small Generator Facility that is interconnected with the EDC's Electric Distribution System.

Maryland Standard Small Generator Interconnection Rules – The most current version of the procedures for interconnecting Small Generator Facilities adopted by the Maryland Public Service Commission (**COMAR 20.50.09**)

Parallel Operation or Parallel - The state of operation which occurs when a Small Generator Facility is connected electrically to the Electric Distribution System and the potential exists for electricity to flow from the Small Generator Facility to the Electric Distribution System.

Point of Interconnection - The point where the Small Generator Facility is electrically connected to the Electric Distribution System. Point of Interconnection has the same meaning as the term point of common coupling defined in 3.1.13 of IEEE Standard 1547.

Small Generator Facility - The equipment used by an interconnection customer to generate, or store electricity that operates in parallel with the Electric Distribution System. A Small Generator Facility typically includes an electric generator, prime mover, and the Interconnection Equipment required to safely interconnect with the Electric Distribution System or a local electric power system.

Witness Test— For lab certified or field approved equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab certified or field approved, the witness test shall also include the verification by the EDC of the on-site design tests as required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

CONSTRUCTION SCHEDULE, PROPOSED EQUIPMENT & SETTINGS

(Required if Greater Than or Equal to 100 kW)

1. The construction schedule for the Small Generator Facility:
Tentative Start Date: 6/1/22
6-8 weeks for completion
2. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades. (Separate attachment.)
3. Component specifications for equipment identified in the one-line diagram:
Trina Solar 475W Modules
SolarEdge SE17.3KUS and SE9K-US Three Phase Inverters
4. Component settings (Must include inverter over/under voltage and over/under frequency settings):
5. Proposed sequence of operations:

**DESCRIPTION, COSTS AND TIME REQUIRED TO BUILD AND INSTALL
EDC'S INTERCONNECTION FACILITIES**

EDC's Interconnection Facilities including any required metering shall be itemized and a best estimate of itemized costs, including overheads, shall be provided based on the Facilities Study.

Also, a best estimate for the time required to build and install EDC's Interconnection Facilities will be provided based on the Facilities Study.

OPERATING REQUIREMENTS FOR SMALL GENERATOR FACILITIES
OPERATING IN PARALLEL

Applicable sections of EDC's operating manuals applying to the small generator interconnection shall be listed and Internet links shall be provided. Any special operating requirements not contained in EDC's existing operating manuals shall be clearly identified.

MONITORING AND CONTROL REQUIREMENTS

EDC monitoring and control requirements shall be clearly specified and a reference shall be provided to the EDC's written requirements documents from which these documents are derived along with an internet link to the requirements documents.

METERING REQUIREMENTS

Metering requirements for the Small Generator Facility shall be clearly indicated along with an identification of the appropriate tariffs that establish these requirements and an internet link to these tariffs.

Attachment 7

AS-BUILT DOCUMENTS

After completion of the Small Generator Facility, the Interconnection Customer shall provide the EDC with documentation indicating the as built status of the following when it returns the Certificate of Completion to the EDC.

1. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades (Can include as a separate attachment):
2. Component specifications for equipment identified in the one-line diagram:
3. Component settings:
4. Proposed sequence of operations:



An Exelon Company

PART 1

MARYLAND LEVEL 2, 3, & 4 INTERCONNECTION APPLICATION & AGREEMENT

With Terms and Conditions for Interconnection

(Review of Small Generator Facilities Less Than or Equal to 10 MW³)

(Application & Conditional Agreement – to be completed prior to installation)

INTERCONNECTION CUSTOMER CONTACT INFORMATION

Customer Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person/Authorized Agent (Optional) (If other than above): _____

Mailing Address (Optional) (If other than above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address (Required): _____

Alternate Project Contact Information: (if different from Customer-Generator above)

Alternate Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

If an email is provided for your alternate contact, that contact will receive all email communications. _____

FACILITY INFORMATION

Facility Address: _____

City: _____ State: MD Zip Code: _____

Electric Supplier (if different from EDC): _____

Pepco Account #: _____ Meter # (optional): _____

Current Annual Energy Consumption (optional): _____ kWh

Check if this Facility (building) is, or is going to be, NEW CONSTRUCTION (optional): ☐

³ Up to 2 MW for Net Energy Metering.

Requested Procedure Under Which to Evaluate Interconnection Request:⁴

Please indicate below which review procedure applies to the interconnection request.

- ☐ **Level 2** - Certified interconnection equipment with an aggregate electric nameplate capacity less than or equal to 2 MW. Indicate type of certification below. (Application fee amount is \$50 plus \$1 per KW).
- ☐ Lab certified - tested to IEEE 1547.1 and other specified standards by a nationally recognized testing laboratory and is appropriately labeled.
- ☐ Field approved – identical interconnection has been approved by an EDC under a Level 4 study review process within the prior 36 months of the date of this interconnection request.
- ☐ **Level 3** – Small generator facility does not export power. Nameplate capacity rating is equal to less than 50KW if connecting to area network or equal to or less than 10 MW if connecting to a radial distribution feeder. (Application fee amount is \$100 plus \$2 per KW).
- ☐ **Level 4** – Nameplate capacity rating is less than or equal to 10 MW and the small generator facility does not qualify for a Level 1, Level 2 or Level 3 review or, the small generator facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is \$100 plus \$2 per KW, to be applied toward any subsequent studies related to this application).

Field Approved Equipment:

If the field approved equipment box is checked above, please provide the estimated completion date in the section that follows, then sign the application and return it with the following information that is required for review of Level 2 field approved small generator facilities:

- A copy of the certificate of completion for the previously approved small generator facility,
- A written statement indicating that the interconnection equipment being proposed is identical, except for minor equipment modification, to the one previously approved.

Note: You do not have to complete the rest of the application if field approved equipment is being proposed.

Intent of Generation:

- ☐ Net Meter (Unit will operate in parallel and will export power pursuant to the Net Energy Metering Rider)
- ☐ Aggregated Net Meter (Unit will operate in parallel and will export power pursuant to the Aggregated Net Energy Metering Rider)
- ☐ Cogeneration and Small Power Production (Qualifying Facility – Rate X or Rate EP)
- ☐ Wholesale Market Transaction (Unit will operate in parallel and participate in PJM market(s) pursuant to a PJM Wholesale Market Participation Agreement)
- ☐ Offset Partial Load (Unit will operate in parallel, but will not export power at any time to EDC)
- ☐ Back-up Generation (Units that temporarily parallel for more than 100 milliseconds) (Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)

⁴ **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to the Maryland Small Generator Interconnection Standards COMAR 20.50.09.

Estimated Commissioning Date: _____

Energy Source: _____ Prime Mover: _____

Type of Application: Initial ☐ Addition/Upgrade ☐ ⁵

Initial Rating: DC Generator Total⁶ Nameplate Rating: _____ (kW),
AC Inverter Total⁷ Rating: _____ (kW),
AC System Design Total Capacity⁸: _____ (kW) _____ (kVA)

Added Rating (if upgrade): DC Generator Total Nameplate Rating: _____ (kW),
AC Inverter Total Rating: _____ (kW),
AC System Design Total Capacity: _____ (kW) _____ (kVA)

Total Rating (if upgrade): DC Generator Total Nameplate Rating: _____ (kW),
AC Inverter Total Rating: _____ (kW),
AC System Design Total Capacity: _____ (kW) _____ (kVA)

Generator (or PV Panel) Manufacturer, Model #⁹ (optional): _____

A copy of Generator nameplate and Manufacturer's Specification Sheet may also be submitted

Number of Generators (or PV Panels): _____

Type of Tracking if PV (optional): Fixed ☐ Single Axis ☐ Double Axis ☐

Array Azimuth if PV (optional): _____ ° Array Tilt if PV (optional): _____ °

Shading Angles if PV at E, 120°, 150°, S, 210°, 240°, W (optional) (Separate with commas):
_____ °

Inverter Manufacturer¹⁰: _____ Model Number(s) of Inverter¹¹: _____

Number of Inverters¹² (optional): _____

Inverter Type: Forced Commutated ☐ Line Commutated ☐

Ampere Rating: _____ Amps_{AC}, Number of Phases (optional): ☐ 1 ☐ 3

Voltage Rating: _____ V_{AC Nominal}, DC Voltage: _____ V_{DC Nominal},

Power Factor: _____ %, Frequency (optional): _____ Hz, Efficiency: _____ (%)

Pepco Taggable, Lockable, Accessible Disconnect¹³ (optional): ☐ Yes ☐ No,

If Yes, Location: _____

One-line Diagram Attached: ☐ Yes ☐ No,

Site Plan Attached: ☐ Yes ☐ No

⁵ Initial if first time generator request. Addition/Upgrade if this is an add-on to a previously approved system.

⁶ Sum of all generators or PV Panels

⁷ Sum of all inverters

⁸ This will be your system design capacity based upon your unique system variables.

⁹ If more than one type, please list all manufactures and model numbers.

¹⁰ If more than one manufacture, please list all.

¹¹ If more than one model number, please list all.

¹² Attach additional sheets as necessary in the event of multiple inverters of various types/sizes

¹³ This is strongly recommended by the utility. Best practice is to have an externally accessible, lockable, disconnect with visible open/close connection and to have appropriate signage on the disconnect, such as 'Solar PV AC Disconnect' (preferably red) and on the meter housing 'Caution, Solar Electric System' (preferably yellow). If the disconnect is not in the immediate vicinity of the meter, please include the disconnect location on the meter signage. This enables the utility and first responders to more quickly deal with an emergency situation.

Do you plan to export power?¹⁴ (optional): ☐ Yes ☐ No

If Yes, Estimated Maximum: _____ kW_{AC}

Estimated Gross Annual Energy Production (optional): _____ kWh

Is the inverter IEEE/UL1741 lab certified? Yes ☐ No ☐

Does the Customer own their own transformer, but primary service is from Pepco? ☐ Yes ☐ No

If yes, complete the following electric service information for customer facility where generator will be interconnected:

Capacity: _____ Amps Voltage: _____ Volts

Type of Service: ☐ Single Phase ☐ Three Phase

If 3 Phase Transformer, Indicate Type

Primary Winding ☐ Wye ☐ Delta ☐ Grounded Wye

Secondary Winding ☐ Wye ☐ Delta ☐ Grounded Wye

Transformer Size: _____ kVA Impedance: _____ %

Generator & Prime Mover Data (if applicable):

Energy Source:

Energy Converter Type: _____

Generator Size(s) (kW or kVA): _____ Number of Generator Units: _____

Total Electrical Generation Capacity (kW or kVA): _____

Generator Type: ☐ Induction ☐ Inverter ☐ Synchronous ☐ Other: _____

Small Generator Facility Information (if applicable):

List interconnection components/system(s) to be used in the Small Generation Facility that are lab certified (required for Level 2 Interconnection requests only).

Component/System	NRTL Providing Label & Listing
------------------	--------------------------------

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

Please provide copies of manufacturer brochures or technical specifications

Energy Production Equipment/Inverter Information:

☐ Synchronous ☐ Induction ☐ Inverter ☐ Other _____

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System): ☐ Yes ☐ No; attach product literature

¹⁴ Select Yes if your expected maximum output of the inverter (kW AC) is greater than the lowest load you anticipate at your facility during maximum PV output (kW). The difference would be the amount you may export.

For Synchronous Machines: (Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.)

Manufacturer: _____

Model No. _____ Version No. _____

Submit copies of the Saturation Curve and the Vee Curve

☐ Salient ☐ Non-Salient

Torque: _____ lb-ft Rated RPM: _____ Field Amperes: _____ at rated generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____

Locked Rotor Current: _____ Amps Synchronous Speed: _____ RPM

Winding Connection: _____ Min. Operating Freq./Time: _____

Generator Connection: ☐ Delta ☐ Wye ☐ Wye Grounded

Direct-axis Synchronous Reactance: (X_d) _____ ohms

Direct-axis Transient Reactance: (X'_d) _____ ohms

Direct-axis Sub-transient Reactance: (X''_d) _____ ohms

Negative Sequence Reactance: _____ ohms

Zero Sequence Reactance: _____ ohms

Neutral Impedance or Grounding Resistor (if any): _____ ohms

For Induction Machines: (Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.)

Manufacturer: _____

Model No. _____ Version No. _____

Locked Rotor Current: _____ Amps

Rotor Resistance (R_r) _____ ohms Exciting Current _____ Amps

Rotor Reactance (X_r) _____ ohms Reactive Power Required: _____

Magnetizing Reactance (X_m) _____ ohms _____ VARs (No Load)

Stator Resistance (R_s) _____ ohms _____ VARs (Full Load)

Stator Reactance (X_s) _____ ohms

Short Circuit Reactance (X''_d) _____ ohms

Phases: ☐ Single ☐ Three-Phase

Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (Level 3 Review Only):

Manufacturer: _____

Relay Type: _____ Model Number: _____

Reverse Power Setting: _____

Reverse Power Time Delay (if any): _____

ADDITIONAL INFORMATION

DC Source / Prime Mover:

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (If applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (If applicable): _____ Amps

EQUIPMENT INSTALLATION CONTRACTOROwner (Customer) Installed: ☐ Yes ☐ No

Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (optional): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address (Required): _____

ELECTRICAL CONTRACTOR

Electrical Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (optional): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

License number: _____

INSURANCE DISCLOSURE

The attached terms and conditions contain provisions related to liability and indemnification, and should be carefully considered by the interconnection customer. The interconnection customer is not required to obtain general liability insurance coverage as a precondition for interconnection approval; however, the interconnection customer is advised to consider obtaining appropriate insurance coverage to cover the interconnection customer's potential liability under this agreement.

CUSTOMER SIGNATURE

I hereby certify that all of the information provided in this application request form is true. I consent to permit the PSC and interconnecting utility to exchange information regarding the generating system to which this application applies.

Interconnection Customer Signature: _____ Date: _____

Printed Name: _____ Title: _____

Application Fee:

Refer to fees on page 24. Since Level 2 – 4 applications require an application fee, please submit via Mail the application fee in conjunction with the customer application and signed interconnection agreement.

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application fee included: ☐ Amount: _____

.....

EDC ACKNOWLEDGEMENT (FOR USE BY EDC ONLY)

Receipt of the application fee is acknowledged and the interconnection request is complete.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-339-FY22

5/2/2022

11.b.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Heurich Community Garden Accessible Surface

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to accept the proposal of NZI Inc. for the installation of an accessible surface at Heurich Community Garden and authorize an expenditure not to exceed \$20,000 for the installation.

Summary Background:

In Summer 2021 the Council authorized the City Administrator to enter into an agreement with Maryland National Capital Park and Planning Commission for the installation of an accessible community garden at Heurich Park. Public Works staff and contractors have been constructing elements of the garden since receiving this approval, and this is one of the last major components remaining.

Next Steps:

Issue a purchase order and construct the surface.

Fiscal Impact:

NTE \$19,000

City Administrator Comments:

Click or tap here to enter text.

Community Engagement:

Several meetings have been held with the community and potential garden users.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

NZI CONSTRUCTION CORP.

11601 Spruce Avenue
 Beltsville, MD 20705
 (301) 937-8990
 (301) 937-2514 Fax

Proposal

DATE 4/4/2022	OUR JOB No. 20-05
SHIP TO: Heurich Park Community Garden Concrete Walkway	

To: City of Hyattsville
 4310 Gallatin Street
 Hyattsville MD 20781

We hereby propose to furnish, in accordance with specifications below or on, attached pages, all labor and material necessary to complete the following:

Qty	Description	Unit	Total
1,368.00 sf	Excavate and put on grade existing soil. Haul and dispose of excess spoil material.	\$1.20	\$1,641.60
51.00 tn	Install 3-9" RC-6 gravel as necessary.	\$45.00	\$2,295.00
1,368.00 sf	Furnish and install 5inch concrete pad. Wire mesh reinforced	\$8.50	\$11,628.00
Total Proposal Amount			\$15,564.60

Payment to be made as follows:

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above or attached specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Signature: _____

Jack Nazario

Jack Nazario
 NZI Construction Corp.

Acceptance of Proposal

The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Signature: _____

Date of Acceptance: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-340-FY22

5/2/2022

11.c.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

FY22 Capital Improvement Budget Adjustment and Transfer of Appropriations

Suggested Action:

I move that the Mayor and Council amend the Fiscal Year 22 (FY22) Capital Improvements Budget and authorize the Treasurer to adjust and transfer various DPW capital budget appropriations not to exceed \$60,000 for improvements to the DPW facility.

Summary Background:

City staff have several projects at both the new and old Department of Public Works buildings that are necessary for safe and efficient operations. This work includes several electrical upgrades, floor repairs in the old building, and purchase and installation of warehouse shelving.

Next Steps:

Issue purchase orders and schedule work.

Fiscal Impact:

\$60,000

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A



City of Hyattsville

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Agenda Item Report

File #: HCC-343-FY22

5/2/2022

11.d.

Submitted by: At the Request of the City Administrator
Submitting Department: Community & Economic Development
Agenda Section: Consent

Item Title:

Jefferson Street Parking Lot Redevelopment: Development, Lease, Easement and First Amendment to Condominium Authorization

Suggested Action:

I move the City Council authorize the City Administrator to execute a (1) Development Agreement, (2) Lease Agreement, (3) Perpetual Easement and (4) a First Amendment to the Condominium Agreement with Urban Investment Partners and Housing Initiative Partnership, which will serve as the legal instruments for the development and operation of the City's parking structure for the duration of the 99-year lease term and retained Land Condo Unit 3, upon review by the City Attorney for legal sufficiency.

Summary Background:

On February 22, 2022, the City Council authorized the City Administrator to execute a contract of sale for the Jefferson Street Parking Lot to Urban Investment Partners (UIP) in the amount of \$1,300,000.

The closing on the property is scheduled for May 4, 2022, as the parties have worked to finalize a (1) Development Agreement, (2) Lease Agreement and revisions to respective easements, all of which will serve as legal mechanisms to govern the use and operation of the public and private assets of the property.

The City Attorney's office and City staff have worked diligently to finalize the referenced agreements and are requesting City Council authorization for the City Administrator to proceed with execution of the agreements.

Next Steps:

No additional action is required.

Fiscal Impact:

The City will be leasing back the parking structure asset for a cost of \$10.00 for each of the four (4) renewal terms.

City Administrator Comments:

Recommend approval

Community Engagement:

Sale of the subject parcel was subject to a public hearing in February 2022.

Strategic Goals:

Goal 2 - Ensure the Long-Term Economic Viability of the City

Legal Review Required?

Complete

Memo

To: City Council

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer

From: Jim Chandler, Assistant City Administrator

Date: April 25, 2022

Re: Urban Investment Partners – Canvas Project: Development, Lease, Condominium Declaration & Easement Authorization

The purpose of this cover memorandum is to provide the City Council with a summary of agreements related to the disposition and lease of the Jefferson Street Parking lot, which is to be redeveloped as part of the Urban Investment Partners (UIP) Canvas project.

On February 22, 2022, the City Council authorized the City Administrator to execute a contract of sale for the Jefferson Street Parking Lot to Urban Investment Partners (UIP) in the amount of \$1,300,000. The closing on the property has not yet occurred, as the parties have worked to finalize a (1) Development Agreement, (2) Lease Agreement and revisions to respective easements, all of which will serve as legal mechanisms to govern the use and operation of the public and private assets of the property.

The City Attorney's office and City Staff have worked diligently to finalize the referenced agreements and are requesting City Council authorization for the City Administrator to proceed with execution of the agreements as follows:

Development Agreement

The Development Agreement requires UIP to deliver a specific building product, parking garage, design conformance and project delivery on a 24-month schedule.

Lease Agreement

Agreement provides the City with a 99-year lease term (four (4) 25-year renewals) for a fee of \$10.00 on 150 public parking spaces, of which 95-spaces are 24/7 public, with an additional 57-flex spaces dedicated for specific times for Crossover Church, with all other times being available to the public. Flex Spaces during specified days and hours, are intended to be accessible from a separate entrance located along the northwestern corner of the second floor of the Parking Garage. The Lease

Agreement specifies user rights, permission for the City to install and operate a City Parking Access System, capital replacement schedule and lease renewals. The agreement includes an Initial and Annual Budget calendar for prorated shared operating expenses, which is projected to commence in FY2025.

First Amendment to Condominium Declaration

There is an existing condominium 'Declaration of Renaissance Square Condominium' between the City of Hyattsville and Housing Initiative Partnership (HIP), owners of Renaissance Square Artist Housing. The original dedication was filed on February 28, 2007. The Declaration served multiple purposes including defining ownership of the parcel, which was divided into three (3) separate Condominium Plats, but maintains a singular vehicular access point from Jefferson Street. The Declaration will be amended to reflect revisions to the Condominium boundaries. Condo Unit 1 is owned and operated by Housing Initiative Partnership, Condo Unit 2 is to be sold by the City to Urban Investment Partners and Condo Unit 3 will continued to be owned by the City, with a use agreement to HIP to provide surface parking for Renaissance Square Artist Housing. See attached 'Condo Declaration' exhibit.

Perpetual Easement

The driveway apron on Jefferson Street, which provide vehicular access to the subject parcels, is a legal requirement for Preliminary Plan of Subdivision (PPS) and building permits. To ensure that all Condominium Unit Owners are provided with unobstructed access to respective properties, the City shall continue to maintain a Public Use Easement (PUE). The City currently maintains this access point and will ensure that the Easement area cannot be used for activities including parking, storage or other activities which limit access to the subject properties.

Recommended Action

It is the City's intent to simultaneously execute the agreements package along with the Contract of Sale at closing on May 4, 2022.

It is Staff's recommendation to authorize the City Administrator to proceed with execution of the respective agreements.

Legend

City Owned Lots



Lot 5



0 0.0075 0.015 0.03 0.045 0.06 Miles

Jefferson Street Parking Lot City of Hyattsville



City Boundary



Water Bodies



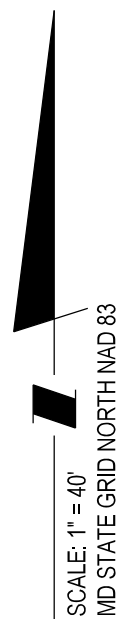
Parks

Map Created by Hyattsville GIS
January 2022

Data Source:
Department of Community &
Economic Development
www.hyattsville.org
(301) 985-5000



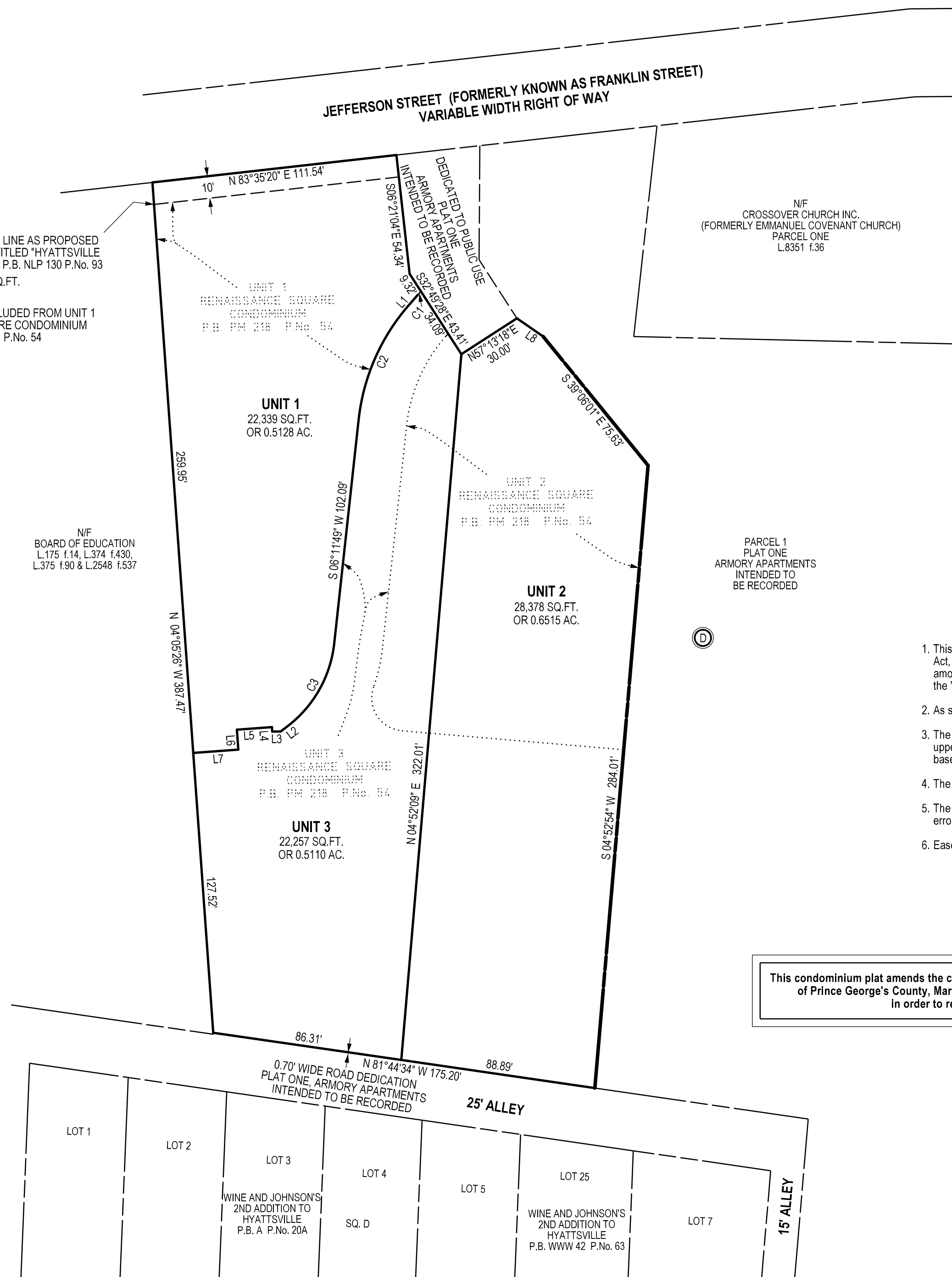
121



FUTURE RIGHT OF WAY LINE AS PROPOSED
ON SUBDIVISION PLAT TITLED "HYATTSVILLE
CENTER", RECORDED IN P.B. NLP 130 P.No. 93
1,117 SQ.FT.

NOTE: THIS AREA EXCLUDED FROM UNIT 1
RENAISSANCE SQUARE CONDOMINIUM
P.B. PM 218 P.No. 54

N/F
BOARD OF EDUCATION
L.175 f.14, L.374 f.430,
L.375 f.90 & L.2548 f.537



LINE TABLE

L1	N 41°22'36" E	5.67'
L2	N 52°53'14" E	3.62'
L3	S 89°41'24" W	3.80'
L4	N 04°05'26" W	1.99'
L5	S 85°54'34" W	16.00'
L6	S 04°05'26" E	9.12'
L7	S 85°54'34" W	20.50'
L8	S 55°27'36" E	14.43'

CURVE TABLE

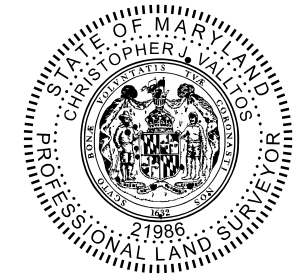
RADIUS	ARC	DELTA	TANGENT	CHORD
C1	17.00'	2.24'	07°32'31"	1.12' S 37°36'34" W 2.24'
C2	95.00'	58.33'	35°10'51"	30.12' S 23°47'12" W 57.42'
C3	55.00'	44.82'	46°41'27"	23.74' S 29°32'31" W 43.59'

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is an amended condominium plat for the Renaissance Square Condominium (the "Condominium"). This condominium plat has been prepared in accordance with the requirements of Title 11, Section 11-105 of the Real Property Article of the Annotated Code of Maryland, as amended, and this plat together with the applicable wording of the Condominium Declaration is a correct representation of the Condominium, and the Units and common elements of the Condominium as constructed, to the extent applicable, can be determined from them.

Christopher J. Valltos
Professional Land Surveyor
MD Reg. No. 21986
Expiration Date: August 26, 2022

Date



NOTES

- This plat is for the condominium known as Renaissance Square Condominium (the "Condominium"), which is established pursuant to the Maryland Condominium Act, Title 11 of the Real Property Article of the Annotated Code of Maryland, as amended, and by the Declaration of Renaissance Square Condominium recorded among the Land Records of Prince George's County, Maryland in Liber 27380 at folio 461, as amended (as the same may be further amended from time to time, the "Condominium Declaration").
- As shown on this condominium plat, the Condominium consists of three Units, which are designated hereon as Units 1, 2 and 3, and appurtenant common elements.
- The dimensions of the Units are generally described in the Condominium Declaration and are specifically shown on this condominium plat. The elevation of the upper boundary of each Land Unit is 192.0 feet. The elevation of the lower boundary of each Land Unit is 54.0 feet. The upper and lower boundary elevations are based on National Geodetic Vertical Datum 29.
- The common elements of the Site Condominium are as set forth in the Condominium Declaration.
- The Declarant for the Condominium may unilaterally cause this condominium plat to be amended to correct any mathematical mistakes, inconsistencies, or scrivener errors, or any erroneous or incomplete information based upon any objectively verifiable fact.
- Easements and other matters of record are not shown on this plat.

This condominium plat amends the condominium plat recorded among the Land Records of Prince George's County, Maryland, in Plat Book PM 218, as Plat Number 54, in order to reconfigure Units 1, 2, and 3.

AMENDED CONDOMINIUM PLAT RENAISSANCE SQUARE CONDOMINIUM

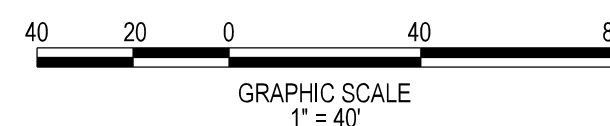
HYATTSVILLE (16th) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

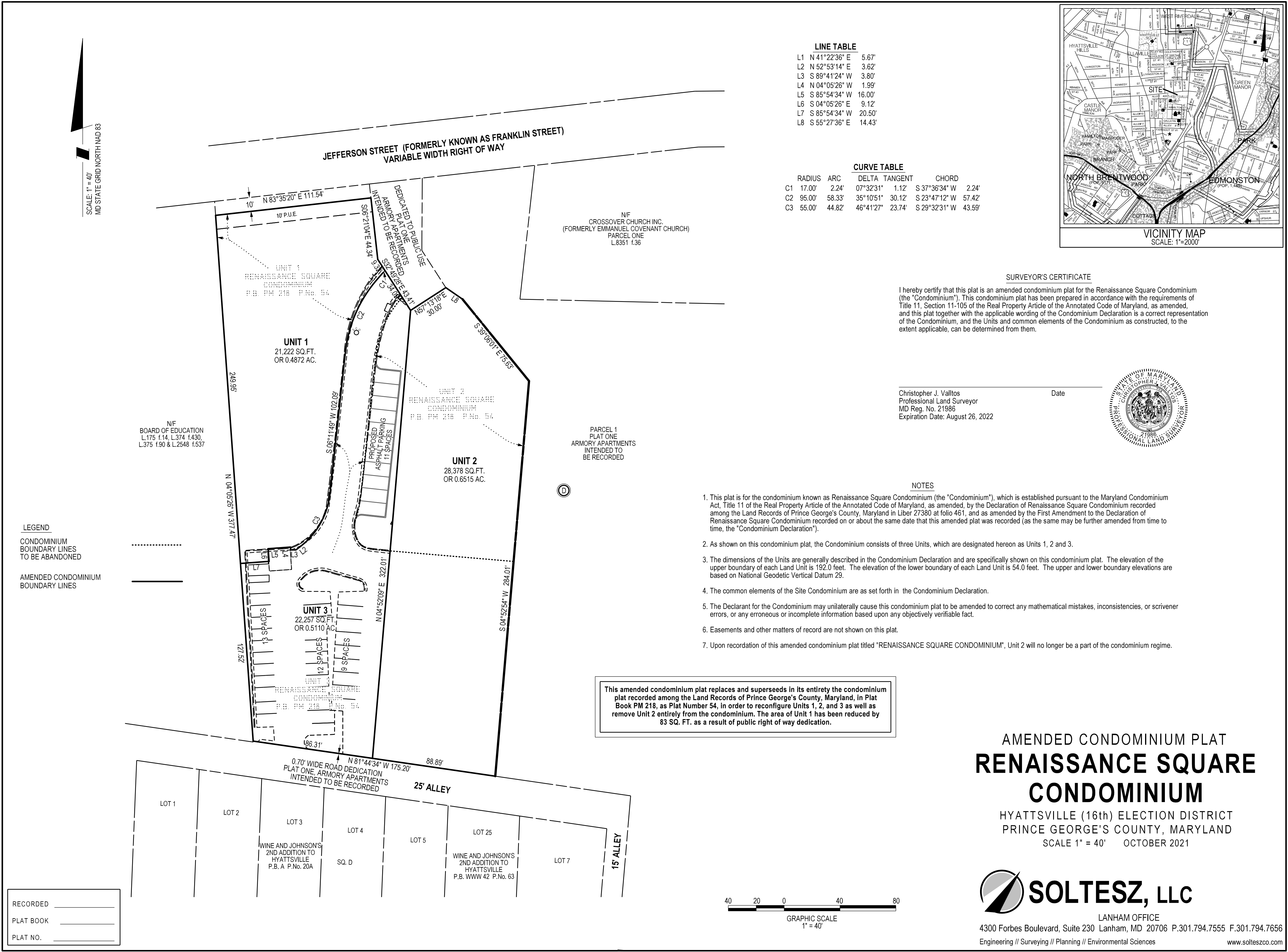
SCALE 1" = 40' OCTOBER 2021

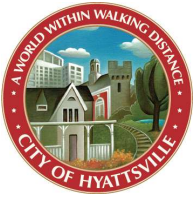


SOLTESZ, LLC

LANHAM OFFICE
4300 Forbes Boulevard, Suite 230 Lanham, MD 20706 P.301.794.7555 F.301.794.7656
Engineering // Surveying // Planning // Environmental Sciences www.solteszco.com







City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-345-FY22

5/2/2022

11.e.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Consent

Item Title:
Replacement of HCPD Desktop Computers

Suggested Action:

I move the Mayor and Council to authorize the City Administrator to execute a Purchase Agreement with Dataprise, LLC, for the acquisition of 38 Dell desktop computers, at a total cost of \$40,316.86.

Summary Background:

This procurement is to replace older desktop computers in the Police Department. New desktop computers will optimize productivity and increase the efficiency of IT personnel. The purchase is for 38 Dell Optiplex desktop computers at \$1,060.97 each, for a total of \$40,316.86.

Next Steps:

Authorize execution of Agreement.

Fiscal Impact:

Total cost is \$40,316.86

City Administrator Comments:

Recommend approval

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A

Customer: City of Hyattsville

Bill to: 4310 Gallatin Street
 Hyattsville, MD 20781

Ship to: -- SAME --

Attention: Jim Chandler

Cust. PO: NONE

Date: 4/20/2022

Representative: Anthony Junta

Prices Expire: 5/20/2022

Terms: See attached.

I. Product / Service
Project: DATAPRISE PRODUCT ONLY - DELL DESKTOPS

Section 1 - Dell Desktop MFF

#	Item	Part #	Qty.	Price	Extension	
	(Hardware)					
1.	OPTIPLEX 7090 MICRO BTX	Q3000118033	38	\$1,060.97	\$40,316.86	T
	- Intel Core i5-11500T (6 Cores/12MB/12T/1.5GHz to 3.9GHz/35W) - Windows 10 Pro English, French, Spanish - 16GB (1x16GB) DDR4 Non-ECC Memory - M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive - Intel Integrated Graphics - OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors - 90 Watt A/C Adapter - US Power Cord - Internal Wireless Antennas - Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1 - Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2 - Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black - Mouse included with Keyboard - Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) - Waves Maxx Audio - Dell SupportAssist OS Recovery Tool - ENERGY STAR Qualified - Dell Watchdog Timer - Quick Setup Guide 7090 MFF - EPEAT 2018 Registered (Gold) - Speaker for OptiPlex - 5 Years ProSupport with Next Business Day Onsite Service					

T=Taxable Item

Sub Total: \$40,316.86
Special Terms: N/A

II. Price Summary
Product / Service

Section 1 - Dell Desktop MFF	\$40,316.86
Sub Total Products:	\$40,316.86
0.00% Sales Tax:	\$0.00
TOTAL:	<u>\$40,316.86</u>

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, LLC to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

AUTHORIZED CUSTOMER NAME

AUTHORIZED CUSTOMER SIGNATURE

AUTHORIZED CUSTOMER TITLE

 50% Down payment of \$20,158.43 due upon execution of this order. Please remit to:
 Dataprise, LLC
 Dataprise Accounts Receivable
 P.O. Box 22645
 New York, NY 10087-2645



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
Anthony Junta
1-410-230-9999 Ext.
tony.junta@dataprise.com

Authorized Date

DATAPRISE, LLC

DATAPRISE REPRESENTATIVE NAME

for Dataprise, LLC

DATAPRISE REPRESENTATIVE TITLE

Acceptance Date

Terms and Conditions of Sale

Please Initial: _____ Initials Date: _____

A. Term and Termination

1. **EFFECTIVE DATE.** The provisions of this Agreement for the services herein ("Services") shall come into full force and effect on the date this Agreement is signed by Dataprise and by Customer (each a "Party").
2. **INITIAL TERM** (for Recurring Services). For monthly recurring Services, the initial term of this Agreement is as specified in the Price Summary and shall begin on the date that the Services in the "Recurring Monthly Costs Detail" as specified in the Price Detail of this Agreement are initially provided to Customer ("Initial Term").
3. **RENEWAL** (for Recurring Services). Unless notified in writing by Customer at least sixty (60) days prior to the end of the Initial Term or any subsequent term ("Renewal Term"), this Agreement will automatically renew for a twelve (12) month Renewal Term. Dataprise shall be entitled to a 5% annual increase for all Services hereunder after completion of the Initial Term and subsequent Renewal Terms. Upon thirty (30) days' written notice to Customer, Dataprise may change or increase pricing during any Renewal Term.
4. **TERMINATION** (for Recurring Services). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice (termination for "Cause"). In the event that Customer terminates this Agreement without Cause prior to the end of the Initial Term, Renewal Term, or defaults in its obligation to pay under this Agreement, Dataprise shall be entitled to the total of the remaining month(s)' recurring service fees. Customer agrees that in the event of termination by Dataprise for Cause, or improper or early termination by Customer without Cause, actual damages will be difficult or impossible to ascertain and that the amounts due as set forth in this Section are intended, therefore, to establish liquidated damages and not intended as a penalty.
5. **TERMINATION** (for Non-Recurring Project Only). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice. In the event that either Party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered prior to the termination, including any hourly non-recurring services that may have accrued.

B. Payment Terms

1. **RECURRING SERVICES.** Customer will be billed monthly for recurring services, subject to credit approval. Payments are due within thirty (30) days of the invoice date.
2. **PROJECT OR FIXED PRICE.** For project or fixed price services, 50% payment is due upon execution of this Agreement and the remaining 50% will be invoiced upon completion and due within thirty (30) days of the invoice date.
3. All payments shall be made in US dollars payable to "Dataprise".
4. A finance charge of 1.5% will be applied monthly on all unpaid balances after they become due. A service charge of \$50 will be assessed for any returned checks.
5. If the amount due Dataprise must be collected by or through an attorney, collections agency, or otherwise adjudicated, Customer will be liable to Dataprise for all reasonable attorney's fees and court costs incurred.
6. If Customer fails to pay within thirty (30) days of the invoice date, Customer will be considered in default. In the event of Customer's default, Dataprise reserves the right to either suspend Services under this Agreement until payment is received, or to terminate this Agreement for Cause, both within thirty (30) days after providing notice to Customer.

C. Warranties and Liability

1. **FORCE MAJEURE.** Neither Party shall be liable for delays or failure to perform under this Agreement resulting from a force majeure event including, but not limited to, war, terrorism, strikes, riots, fire, flood, power failure, pandemic, governmental restrictions, acts of God, or any other causes that are beyond the reasonable control of such Party.
2. **WARRANTIES.** Dataprise warrants that the Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Warranties of any and all third-party hardware equipment, software applications, and Software as a Service (SaaS) applications, if applicable, are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will use commercially reasonable efforts in assisting Customer in obtaining repair or replacement items under manufacturers' warranty. It is expressly understood and agreed that Dataprise makes no guarantees or promises to Customer with respect to the exact date of complete delivery, installation, and operational status of the Services but will use commercially reasonable efforts within its control in adhering to any proposed schedules or timelines provided to Customer.

THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.

3. **LIMITATION OF LIABILITY.** Dataprise's total liability under this Agreement shall in no event exceed the amounts paid by Customer to Dataprise in the six (6) months preceding the event giving rise to such liability.
4. **INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless the other Party, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys' fees, made by a third party due to or arising out of: (1) any alleged violation of any intellectual property rights of another, including but not limited to the use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Services provided under this Agreement; (2) any violation of law by the indemnifying Party; or (3) any bodily injury, or damage to real or tangible personal or property to the extent proximately caused by the indemnifying Party's negligence or willful misconduct in the course of performing this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer but doing so shall not excuse Customer's indemnity obligations.

D. Additional Service Terms

1. **EXPENSES.** Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise and preapproved by Customer.
2. **SCHEDULED VISIT CANCELATIONS.** Twenty-four (24) hours' notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits or scheduled appointments for remote Services. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of the corresponding anticipated fees.
3. **EXTENDED TRAVEL CHARGES.** Additional charges may apply for on-site travel greater than 100 miles on behalf of Customer from a Dataprise service office location. A complete list of Dataprise service office locations may be found at <http://www.dataprise.com>.
4. **EQUIPMENT SALES.** All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
5. **MANAGED CLOUD SERVICES AND ADDITIONAL TERMS.** In addition to the Services specified herein, Customer may receive remote managed or cloud-based Services including, but not limited to: Managed Workstation Services, Web URL Filtering, Remote Data Backup, Remote Network Monitoring, Internet Domain Management, Anti-SPAM Service, Microsoft Cloud Services, Microsoft Office 365, Microsoft Azure, and other hosting or cloud-based services (collectively the "Managed Cloud Services"). Additional terms and restrictions may apply under the Dataprise Managed Services/Managed Cloud Services Agreement ("Dataprise MSA") which can be found online at <http://www.dataprise.com/legal/msa> and may be amended by Dataprise from time to time. In addition, desktop and server portions of any Managed Cloud Services that are installed on Customer equipment are governed under a Dataprise End User License Agreement ("Dataprise

EULA") for desktop and server software which can be found online at <http://www.dataprise.com/eula> and may be amended by Dataprise from time to time. Both the Dataprise MSA and Dataprise EULA are both, as applicable, incorporated by reference herein and made part of this Agreement. If Microsoft Software is provided as part of the Services, additional restrictions may apply under Microsoft Corporation's licensing terms, including but not limited to, limits on the number of authenticated users. Customer is responsible for adhering to any additional Microsoft terms.

E. Miscellaneous

1. **ENTIRE AGREEMENT.** This Agreement supersedes all previous proposals and discussions and reflects the final understanding between Dataprise and Customer with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, rescinded, or canceled, in whole or in part, except by written agreement signed by an authorized representative of both Parties.
2. **ORIGINAL SIGNATURE.** The Parties agree and attest that any authorized signature by facsimile or electronically (PDF) is deemed to be an original.
3. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which shall constitute a complete agreement.
4. **ASSIGNMENT.** Customer may not assign any rights or delegate any duties under this Agreement in whole or in part without Dataprise's prior written consent (which shall not be unreasonably withheld) and any such attempted assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their successors, and permitted assigns.
5. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. **NO WAIVER.** No failure or delay on the part of Dataprise to exercise or enforce any of the terms of this Agreement or rights or remedies under this Agreement will constitute a waiver thereof.
7. **INDEPENDENT CONTRACTOR.** Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
8. **NON-SOLICITATION OF PERSONNEL.** Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel, or consultants and/or contractors, assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the amount equal to the target annual earnings of the Dataprise employee solicited by Customer as liquidated damages for any breach of this provision and for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means to which the employee responds on his or her own initiative, provided that such indirect means are not used for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
9. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two (2) days after being sent by a nationally recognized overnight carrier, three (3) days after being mailed by certified mail, postage prepaid, return receipt requested, or the day such notice or communication is sent electronically (including PDF), provided that the sender has received a confirmation of such electronic transmission. Notices to Dataprise shall be addressed to the attention of Legal Department (LegalNotices@Dataprise.com) and notices to Customer shall be sent to the address initially provided for Customer's account, or to such other address as a party may specify in a notice pursuant to this provision.
10. **PREVAILING PARTY.** If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against the other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the State of Maryland and, to the extent permitted by law, the Parties agree that the venue for such action shall be in the County of Montgomery.



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-346-FY22

5/2/2022

11.f.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Upgrade of Police Department's Body Worn Cameras and In-Car Video Systems

Suggested Action:

I move Mayor and Council to authorize the City Administrator to execute a contract with Frontline Mobile Tech for the upgrade and purchase of the Department's Body Worn Cameras and In-Car Video Systems for a total expenditure of \$297,141.00. The purchase and cost of these new units with this vendor is under GSA contract.

Summary Background:

The procurement is for the following hardware and quantities:

14 new installs in vehicles with no camera and 27 in-car video system upgrades: \$201,392.00

55 body worn camera upgrades and 3 charging stations: \$83,694.00

Service: \$12,055.00

Total: \$297,141.00

Next Steps:

Recommend Approval

Fiscal Impact:

A total of \$297,141.00

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



HW_ARB_UPGRADE

Quote #000231 v1



Prepared For:
Hyattsville City Police Dept
 Jarod Towers
 4310 Gallatin St
 Hyattsville, MD 20781
 P: (301) 985-5060
 E: jtowers@hyattsville.org

Prepared by:
Front Line Mobile Tech
 Sarah Ellison
 10555 Guilford Rd
 Suite 119 - 121
 Jessup, MD 20794
 P: 240-280-8964
 E: sellison@frontlinemobiletech.com

Date Issued:
04.13.2022
 Expires:
05.06.2022

ICV

Description	Price	Qty	Ext. Price
Sourcwell Contract: Contract Number- 010720-PAN Please see link to our Sourcwell contract website. All contract details can viewed here. https://i-pro.com/us/en/publicsafety/grants-and-contracts/sourcwell/ Updated Link to the Price File for reference. https://publicsafety.i-pro.com/wp-content/uploads/Itemized-Price-Sheet-Panasonic-i-PRO-Sensing-Solutions-Corporation-March-2022.pdf			
NEW INSTALLS IN UNITS WITH NO CAMERA OR MARK 2 CAMERA			
WV-VC35 ARBITRATOR IN-CAR AS-1 COMPATIBLE CAMERA	\$856.00	14	\$11,984.00
WJ-VPU4000 VPU4000 RECORDING UNIT ONLY	\$2,648.00	14	\$37,072.00
WV-VC31 BACK SEAT CAMERA,INCLUDES CABLE	\$372.00	14	\$5,208.00
IPS-ICV4-ACC I-PRO ACC KIT FOR VPU4000, 256GB SSD, POWER DIST BOX, BATTERY BKUP, 25 ETHERNET	\$603.00	14	\$8,442.00
IPS-ICV4-ANT-BL PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : PANORAMA SHARK FIN FOR ICV4000, 4 WLAN, 1 BT, 1 GPS BLACK	\$315.00	14	\$4,410.00
IPS-ICV4-256SSD 256GB RUGGED SSD FOR VPU4000 W/PULL TAB, W/AES ENCRYPTION	\$138.00	14	\$1,932.00
IPS-ICV-UDE-OP3 : i-PRO ICV UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT	\$344.00	14	\$4,816.00
ARB-BWC4-1DOCKWIRE Panasonic Cradle - Docking - Wearable Camera - Charging Capability	\$235.00	14	\$3,290.00
ARB-M24 2.4 GHZ WIRELESS MICROPHONE	\$637.00	14	\$8,918.00
VEHICLE-UPFIT-SUPPLIES Misc. Material to include connectors, wire, and hardware, fuse block, relays, and all needed install supplies	\$85.00	14	\$1,190.00
Vehicle-Upfit-Install Installation of new Arbitrator system to include pairing dock for Mark 4 BWC	\$380.00	14	\$5,320.00
UPGRADE OF MARK 3 SYSTEM TO MARK 4			
WJ-VPU4000 VPU4000 RECORDING UNIT ONLY	\$2,648.00	27	\$71,496.00



ICV

Description		Price	Qty	Ext. Price
IPS-ICV4-ANT-BL	PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : PANORAMA SHARK FIN FOR ICV4000, 4 WLAN, 1 BT, 1 GPS BLACK	\$315.00	27	\$8,505.00
IPS-ICV4-256SSD	256GB RUGGED SSD FOR VPU4000 W/PULL TAB, W/AES ENCRYPTION	\$138.00	27	\$3,726.00
IPS-ICV-UDE-OP3	: i-PRO ICV UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT	\$344.00	27	\$9,288.00
ARB-BWC4-1DOCKWIRE	Panasonic Cradle - Docking - Wearable Camera - Charging Capability	\$235.00	27	\$6,345.00
VEHICLE-UPFIT-SUPPLIES	Misc. Material to include connectors, wire, and hardware, fuse block, relays, and all needed install supplies	\$65.00	27	\$1,755.00
Vehicle-Upfit-Install	Upgrade of VPU, antenna, SSD drive and adding Mark 4 pairing dock	\$285.00	27	\$7,695.00
			Subtotal:	\$201,392.00

BWC

Description		Price	Qty	Ext. Price
BWC EQUIPMENT				
ARB-BWC4-CAMERA	BWC4000 CAMERA ONLY (INCLUDES KLIK FAST MOUNTING STUD)	\$772.00	55	\$42,460.00
ARB-BWC4-BATTERY	BWC4000 REPLACEABLE BATTERY	\$172.00	55	\$9,460.00
ARB-BWC4-MNT-KIT	BWC4000 MOUNT KIT INCLUDING BELT CLIP, MAGNET, MOLLE, VESTMNT, STUD	\$113.00	55	\$6,215.00
IPS-BWC-UDE-OP3	i-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK	\$344.00	55	\$18,920.00
IN BUILDING CHARGING STATIONS				
ARB-BWC4-8CHARGE-P	BWC4000 8 BAY BATTERY CHARGER W/100W AC ADAPTER Battery Only Discount 11% off MSRP	\$664.00	3	\$1,992.00
ARB-BWC4-8DOCK-P	BWC4000 8 BAY DOCK W/100W AC ADAPTER For Full Camera and Battery Discount 11% off MSRP	\$1,549.00	3	\$4,647.00
			Subtotal:	\$83,694.00

SERVICE

Description		Price	Qty	Ext. Price
ARB-SOFDEPLOYSVC	Days of service for UDE upgrade, configuration of all new systems, and connection to building for wireless offload	\$2,411.00	5	\$12,055.00
			Subtotal:	\$12,055.00

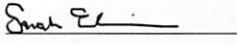


Shipping

Description	Price	Qty	Ext. Price
Shipping Shipping	\$0.00	1	\$0.00
Subtotal:			\$0.00

Quote Summary	Amount
ICV	\$201,392.00
BWC	\$83,694.00
SERVICE	\$12,055.00
Total:	\$297,141.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance	
Front Line Mobile Tech	Hyattsville City Police Dept
 Sarah Ellison Signature / Name 04/13/2022 Date	Jarod Towers Signature / Name Initials Date



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
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Agenda Item Report

File #: HCC-347-FY22

5/2/2022

11.g.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Upgrade of Police Department's Mobile Data Computers

Suggested Action:

I move Mayor and Council to authorize the City Administrator to execute a contract with Frontline Mobile Tech to purchase and upgrade the Department's Mobile Data computers for a total expenditure not to exceed \$298,000.00. The purchase and cost of these new units with this vendor are under GSA contract#010720-PAN.

Summary Background:

This purchase is for 50 mobile data computers, plus warranty and 34 docking stations to include installation for a total expenditure of \$298,000.00

Next Steps:

Recommend approval.

Fiscal Impact:

Not to exceed \$298,000.00

City Administrator Comments:

Recommends approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



UPGRADE_FZ40_QTY50

Quote #000247 v1



Prepared For:
Hyattsville City Police Dept
 Jarod Towers
 4310 Gallatin St
 Hyattsville, MD 20781

 P: (301) 985-5060
 E: jtowers@hyattsville.org

Prepared by:
Front Line Mobile Tech
 Sarah Ellison
 10555 Guilford Rd
 Suite 119 - 121
 Jessup, MD 20794

 P: 240-280-8964
 E: sellison@frontlinemobiletech.com

Date Issued:
04.13.2022
 Expires:
05.13.2022

Products

* Contains Optional Items

Description		Price	Qty	Ext. Price
MDT				
FZ-40AC-01AM	Public Sector Specific - Standard 4G LTE, Win11 Pro, i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G EM7690	\$4,576.00	50	\$228,800.00
OPTIONAL WARRANTY				
CF-SVCPSY5	Panasonic Public Sector Service Package - 2 Year Extended Service - Service - Maintenance - Parts & Labor	\$581.00	50*	\$29,050.00
DOCKING STATION				
GJ-40LVDL0L	Panasonic Docking Station - for Notebook - Gamber-Johnson Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. Includes LIND power supply	\$982.00	34	\$33,388.00
INSTALLATION				
MDT-INSTALL	Installation of vehicle mounted equipment - Onsite Installation at Customer Site - Customer must provide garage or covered location - Installation includes wiring and labor - Installation based on manufacturers install guide	\$190.00	34	\$6,460.00
Pricing compliant with GSA 70 Contract # 47QTCA19D00MM Exp 9/26/2024				
			* Optional Subtotal:	\$29,050.00
			Subtotal:	\$268,648.00

Shipping

Description		Price	Qty	Ext. Price
Shipping	Shipping	\$0.00	1	\$0.00
			Subtotal:	\$0.00

Quote Summary	Amount
Products	\$268,648.00
Total:	\$268,648.00

*Optional Expenses	One-Time
Products	\$29,050.00
Optional Subtotal:	\$29,050.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Acceptance

Front Line Mobile Tech

Hyattsville City Police Dept

Sarah Ellison

Sarah Ellison

Signature / Name

04/13/2022

Date

Jarod Towers

Signature / Name

Initials

Date



City of Hyattsville

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Agenda Item Report

File #: HCC-355-FY22

5/2/2022

11.h.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Consent

Item Title:

Schedule Special Council Meeting for Monday, June 20, 2022 at 7 PM

Suggested Action:

I move the Mayor and Council schedule a Special Council Meeting on Monday, June 20, 2022 at 7 PM. The certified results of the Special Mayoral Election will be accepted at this meeting.

Summary Background:

The Special Mayoral Election is scheduled for Tuesday, June 7, 2022. The Board of Supervisors of Elections will certify the election results within 10 days per City Code. Upon certification, the results must be accepted by the City Council. There is typically a six week break between the June and July Council Meetings. The purpose of scheduling this meeting is to ensure there is no undue delay in seating the new Mayor.

The Oath of Office ceremony for the new Mayor is tentatively scheduled for Friday, June 24 at 6 PM in King Park. The date is pending the availability of the Clerk of Prince George's County.

Next Steps:

Schedule and advertise Special Meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

The meeting will be posted on the City's website and promoted via its communication channels.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-341-FY22

5/2/2022

12.a.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Discussion

Item Title:
5812 40th Avenue Renovation

Suggested Action:
FOR DISCUSSION:

I move that the Mayor and Council Authorize the City Administrator to enter into an agreement with The Matthews Group for the turn-key renovation of the 5812 40th Avenue building to house the Teen and Multigenerational Center, in the amount not to exceed \$1,250,000 for the construction and contingency, pending legal review.

Summary Background:

In Spring of 2018, City staff began investigating the option of developing a Teen Center with the first iteration being located at University Town Center. In 2019, the Council authorized the purchase of 5812 40th Ave. After the purchase was approved City staff began developing interior and exterior concepts, soliciting community input, and planning for the renovation. After COVID-19 caused some delays in the process the Council authorized the funding for the design portion of a design/build proposal in the Summer and Fall of 2021. The design was completed in the Spring of 2022 and is currently in the permitting process in anticipation of the awarding of the construction contract.

Next Steps:

Issue purchase order and begin construction.

Fiscal Impact:

\$1,250,000.00

City Administrator Comments:

Recommends approval

Community Engagement:

Community engagement occurred over the past several years during the planning, purchase, and concept design of the project.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



The Matthews Group, Inc.
18915 Lincoln, Rd.,
Purcellville, VA 20132-4145

Ph: 540-338-0411
Fax: 540-338-9518

April 21, 2022

City of Hyattsville
Department of Public Works
4633 Arundel Place
Hyattsville, MD 20781

Attention: Ms. Tara George

Reference: Hyattsville Teen Center Build-Out

Subject: ROM

Dear Ms. George:

The Matthews Group Inc, *t/a* TMG Construction Corporation is submitting the attached scope and ROM proposal for the Hyattsville Teen Center Build-Out located at 5812 40th Ave, Hyattsville MD 20781

Scope of Work: Attachment 1 & Clarifications

Total Cost: \$1,100,000.00 (One Million One Hundred Thousand dollars and Zero cents).

If you have any questions, please do not hesitate to contact Kathy Osborn (571) 919-0203 kosborn@tmgworld.net).

Sincerely,
TMG Construction Corporation

Kathy Osborn

Kathy Osborn, Assistant Project Manager



Scope of Work

General

1. Start Date: TBD
 - a. Material lead time depending
2. Substantial Completion: TBD

Dates to be advised by City of Hyattsville

Solicitation Documents

- Hyattsville Teen Center drawings by Citadel dated 4/18/22

Scope for the following:

02 00 00 Demolition
03 00 00 Concrete
04 00 00 Masonry
05 00 00 Structural Steel
07 00 00 Roofing
08 00 00 Openings
09 00 00 Finishes
10 00 00 Accessories
11 45 00 Appliances
12 00 00 Casework
22 00 00 Plumbing
23 00 00 HVAC
26 00 00 Electrical



Clarifications & Exclusions

1. No building permits per this proposal, provided by the owner.
2. TMG assumes normal working hours and access to facility as requested
3. Site work based on single mobilization
4. No Liquidated Damages
5. No project specific Performance and Payment or Bid Bonds
6. No Certificate of Occupation.
7. Final clean-up and dust protection has been included in this proposal
8. Site specific QC, and Safety plans are not included in this proposal
9. Engineering, design, and coordinating with any historic societies is excluded
10. Porta Johns have not been included in this proposal; it is assumed the facility will be available for toilet use



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Agenda Item Report

File #: HCC-356-FY22

5/2/2022

12.b.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Discussion

Item Title:

Hyattsville Ordinance 2022-01: Municipal Gas-Powered Leaf Blower Ban

Suggested Action:

FOR DISCUSSION

Summary Background:

Council authorized a motion in December 2021 to have the City Attorney draft legislation for a municipal gas-powered leaf blower ban and the implementation of a rebate program. Attached is the draft ordinance for an initial Council discussion. The item is tentatively scheduled to return to the Council for a first reading on May 16, with adoption scheduled for June 2. Following this schedule, the Ordinance will be effective by July 1, 2022.

Below are the budget estimates for this program. The FY22 budget adjustments will need to be authorized by the Council in conjunction with the ordinance adoption.

Estimated budget amounts for future Council consideration are itemized by Fiscal Year (FY) below:

- FY22: \$12,000.00
 - o Replace City GPLBs: \$7,000.00
 - o Communications and Outreach: \$5,000.00
- FY23: \$40,600.00
 - o GPLB Rebate: \$40,600.00
 - o Contracted Services to Manage GPLB Rebate: Amount TBD
- FY24: \$10,000.00
 - o GPLB Rebate: \$10,000.00
- Total anticipated budget request: \$62,600.00

Staff Resources Required to Implement:

- Communications support will be needed to ensure a smooth rollout including advance notice and communications.
- Department of Public Works (DPW) support is needed to replace existing City GPLBs and transition City contracts to bar GPLB use.
- Ongoing Code enforcement support will be needed for issuing warnings and citations once the ban is implemented in FY25.

Next Steps:

Council discussion.

Fiscal Impact:

The cost to administer the GPLB buyback program is estimated at \$50,600.

The cost to convert City GPLBs to Electric Leaf Blowers (ELB) is \$7,000.

The need for the Office of Code Compliance actions may be reduced by a robust public outreach campaign. Passage of this motion will create new Office of Code Compliance enforcement responsibilities. The additional cost of Office of Code Compliance enforcement administration may be partially offset by revenue generated from Municipal Infractions.

City Administrator Comments:

For discussion.

Community Engagement:

Upon adoption, staff will develop a communications and outreach strategy.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending

**CITY OF HYATTSVILLE
ORDINANCE 2022-01**

An Ordinance whereby the City Council amends Chapter 79 of the Hyattsville Code to implement a prohibition the use of gas-powered leaf blowers within the City's municipal boundaries as well as a gas-powered leaf blower rebate program.

WHEREAS, the Maryland Code, Local Government Article, Section 5–202, as amended, authorizes the legislative body of each municipal corporation in the State of Maryland to pass ordinances that such legislative body deems necessary to assure the good government of the municipality, to protect and preserve the municipality's rights, property and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the municipality;

WHEREAS, Section C3-1 of Article III of the City Charter grants to the City Council the power to pass all such ordinances, resolutions and laws not contrary to the Constitution and laws of the State of Maryland or this Charter as it may deem necessary for the good government of the City in order to promote health, safety, comfort, convenience, welfare and happiness of the residents of the City and visitors thereto and sojourners therein;

WHEREAS, the Hyattsville Environment Committee proposed to the City Council that the City Council amend Chapter 79 of the Code of the City of Hyattsville to implement a phased ban on the use of gas-powered leaf blowers within the City's municipal boundaries and a rebate program, under which eligible participants may provide gas-powered leaf blowers to a contractor retained by the City to oversee the rebate program and be compensated for a certain percentage of the cost associated with purchasing a replacement electric powered leaf blower; and

WHEREAS, on December 20, 2021, the City Council approved a motion, which directed staff to develop a communications and outreach strategy and to draft an ordinance amending Chapter 79 of the Hyattsville Code, Noise, to implement the proposed restrictions on the use of gas-powered leaf blowers within the City's municipal boundaries as well as the proposed rebate program.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hyattsville in regular session assembled that Chapter 79 of the Hyattsville Code be hereby amended to read as follows:

Chapter 79 NOISE

§ 79-1. Definitions. [Amended 2-2-1983 by HB No. 3-83; 12-19-1983 by HB No. 15-83]

For purposes of this chapter, the following words or terms shall have meanings ascribed to them:

ANSI

American National Standards Institute or its successor bodies.

1
2 **CONSTRUCTION**

3 Any site preparation, assembly, erection, repair, alteration or similar activity.
4

5 **DAYTIME HOURS**

6 8:00 a.m. to 8:00 p.m., local time.
7

8 **DBA**

9 ~~Abbreviation for the sound level in decibels determined by the A-weighting network of a sound~~
10 ~~level meter or by calculation from octave band or 1/3 octave band data.~~
11

12 **DECIBEL (dB)**

13 ~~A unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound~~
14 ~~pressure squared to a standard reference pressure squared. For the purpose of this chapter, 20~~
15 ~~micropascals shall be the standard reference pressure.~~
16

17 **DEMOLITION**

18 Any dismantling, destruction or removal activities.
19

20 **EMERGENCY**

21 Any occurrence or set of circumstances involving actual or imminent physical trauma or property
22 damage which demands immediate action.
23

24 **NIGHTTIME HOURS**

25 8:00 p.m. to 8:00 a.m., local time.
26

27 **NOISE**

28 The intensity, frequency, duration and character of sound, including sound and vibration of sub-
29 audible frequencies.
30

31 **NOISE POLLUTION**

32 The presence of noise of sufficient loudness, character and duration, which, whether from a single
33 source or multiple sources, is, or may be predicted with reasonable certainty to be, injurious to
34 health or which unreasonably interferes with the proper enjoyment of property or with any lawful
35 business or activity.
36

37 **PERSON**

38 Any individual, group of individuals, firm, partnership, voluntary association or private, public or
39 municipal corporation, or political subdivision of the state.
40

41 **SOUND LEVEL**

42 ~~In decibels, the weighted sound pressure level measured by the use of a sound level meter~~
43 ~~satisfying the requirements of ANSI S1.4 1971 Specifications for Sound Level Meters. "Sound~~
44 ~~Level" and noise level are synonymous. The weighting employed shall always be specified.~~
45
46

1 **SOUND LEVEL METER**

2 ~~An instrument, meeting ANSI S1.4 1971 Specifications for Sound Level Meters, comprising a~~
3 ~~microphone, an amplifier, an output meter and frequency weighting network(s) that is used for~~
4 ~~the measurement of sound pressure levels in a specified manner.~~

6 **ZONING DISTRICT**

7 The general land use category as designated and defined in Subtitle 27, Zoning, of the Prince
8 George's County Ordinances.

10 **§ 79-2. Noise standards. [Amended 2-23-1983 by HB No. 3-83]**

11 A. ~~No person shall cause or permit, subject to the exceptions set forth in Section 79-2(B), noise~~
12 ~~to be generated from a residential property that is audible from a distance of fifty feet from the~~
13 ~~property line of the property where the noise originates, the following noise/sound levels measured~~
14 ~~at points on or within a property line or reasonably adjacent thereto of the source of said noise~~
15 ~~above the maximum permissible levels in a designated zoning district. Levels exceeding said~~
16 ~~permissible levels are prohibited.~~

Land Use	Day or Night Time Hours	Level (dBAs)
Industrial	Day	75
	Night	75
Commercial	Day	67
	Night	62
Residential	Day	60
	Night	50

19 B. Exceptions:

21 (1) Construction or demolition activities shall be permitted during daytime hours,
22 provided that such activity shall not exceed a level of 90 dBAs be audible from feet
23 from the property line of the property where said activities are occurring.

25 (2) Household tools and portable appliances in normal usage.

27 (3) Lawn care and snow removal equipment (daytime only), excluding the use of gas-
28 powered leaf blowers, when used and maintained in accordance with the manufacturer's
29 specifications.

31 (4) Agricultural field machinery when used and maintained in accordance with
32 manufacturer's specifications.

34 (5) Blasting operations for demolition, construction and mining or quarrying (daytime
35 only).

1
2 (6) Motor vehicles on public roads.

3
4 (7) Aircraft.

5
6 (8) Motor vehicles or boats on state lands or waters.

7
8 (9) Emergency utility operations.

9
10 (10) Pile-driving equipment during the daytime hours of 8:00 a.m. to 5:00 p.m.

11
12 (11) Sound not electronically amplified created by sporting, amusement and
13 entertainment events and other public gatherings operating according to terms and
14 conditions of the appropriate local jurisdictional body. This includes but is not limited to
15 athletic contests, amusement parks, carnivals, fairgrounds, sanctioned auto racing facilities,
16 parades and public celebrations.

17
18 (12) Rapid rail transit vehicles and railroads.

19
20 (13) Any activity causing noise if a variance for such activity and the noise resulting there
21 from has been obtained from the environmental health administration of the Maryland Department
22 of Health and Mental Hygiene or is being processed pursuant to the rules and regulations of that
23 Department. This exception shall apply only to the extent of any such variance so granted or being
24 processed.

25
26 (14) Use of any machinery or vehicles by personnel of the State of Maryland or any
27 political subdivision thereof.

28
29 **§ 79-3. Loud and unnecessary noise prohibited. [Amended 2-23-1983 by HB No. 3-83]**

30
31 It shall be unlawful for any person to make, continue or cause to be made or continued any of the
32 following noises, which are hereby declared to be loud and unnecessary.

33
34 A. The sounding of any horn or signaling device on any automobile, motorcycle or other
35 vehicle on any street, way, avenue or alley or other public place of the City, except as a danger
36 warning; the creation by means of any such signaling device of any unreasonably loud or harsh
37 sound; the sounding of any such device for any unnecessary or unreasonable length of time; the
38 use of any signaling device except one operated by hand or electricity; the use of any horn, whistle
39 or other device operated by engine exhaust; and the use of any such signaling device when traffic
40 is for any reason held up.

41
42 B. Use of radios, phonographs and musical instruments.

43
44 (1) The using of, operating of or permitting to be played, used or operated any radio
45 receiving set, musical instrument, phonograph or other machine or device for the producing
46 or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the

1 neighboring inhabitants or at any time with louder volume than is necessary for convenient
2 hearing for the person or persons who are in the room, vehicle or chamber in which such
3 machine or device is operated and who are voluntary listeners thereto.
4

5 (2) The using of, operating of or permitting to be played, used or operated any radio
6 receiving set, musical instrument, phonograph or other machine or device for the producing
7 or reproducing of sound between the hours of 12:00 midnight and 7:00 a.m. in such a
8 manner as to be plainly audible at a distance of 50 feet from the building, structure or
9 vehicle in which it is located.
10

11 C. Yelling, shouting, hooting, whistling and singing.
12

13 (1) Yelling, shouting, hooting, whistling or singing on the public streets or from private
14 property at any time or place so as to annoy or disturb the quiet, comfort or repose of
15 persons in any dwelling, hotel or other type of residence or any persons in the vicinity.
16

17 (2) Yelling, shouting, hooting, whistling or singing on the public streets or private
18 property at any time or place in such a manner as to be plainly audible at a distance of 50
19 feet from the building, structure or vehicle from which the noise emanates.
20

21 D. The operation of any vehicle equipped with any broadcasting, record-playing or
22 amplification system when any music, the human voice or any other noise shall be broadcast from
23 said vehicle.
24

25 **§ 79-4. Responsibility of property owner. [Amended 2-23-1983 by HB No. 3-83]**
26

27 Any owner of property who shall permit loud and unnecessary noise or noise which is in violation
28 of the level established by this chapter shall be subject to the penalties hereof.
29

30 **§ 79-5. Violations and penalties. [Added 3-3-1980 by HB No. 6-80; amended 8-2-1982 by HB**
31 **No. 13-82, 6-1-1998 by HR 98-03, 7-16-2001 by HB No. 01-03, 12-3-2007 by HO-2007-14]**
32

33 A. Violations of this chapter shall be punishable as a municipal infraction as provided in
34 Chapter 20 of this Code. The fine for any single initial violation shall be \$100.00, and the fine for
35 each repeat of that offense shall be \$200.00, except as otherwise specified in Section 79-5(B).
36

37 B. Effective July 1, 2024, violations of Section 79-6(B) will be addressed by the City in the
38 following manner:
39

40 (1) For any first offense, the City will issue a warning to the property owner or person
41 responsible for the violation.
42

43 (2) For any second offense, the City will issue a warning to the property owner or
44 person responsible for the violation, which shall include a notice informing them that the
45 City will issue a municipal infraction for any subsequent violations.
46

1 (3) For any third offense, violations will be punishable as a municipal infraction as
2 provided in Chapter 20 of this Code. The City shall issue a citation to the property owner
3 or person responsible for the violation. The fine for such a violation shall be \$100.00.
4

5 (4) For any subsequent offenses, violations will be punishable as municipal infractions
6 as provided in Chapter 20 of this Code. The City shall issue citations to the property owner
7 or person responsible for the violation. The fines for such violations shall be \$250.00.
8

9 **§ 79-6. Gas-Powered Leaf Blower Ban.**

10 The City will implement a phased ban on the use of gas-powered leaf blowers within the City's
11 municipal boundaries, as follows:
12

13
14 A. On or before July 1, 2022, the City, including City staff and contractors acting on behalf
15 of the City, will cease using gas-powered leaf blowers.
16

17 B. Effective July 1, 2024, the use of gas-powered leaf blowers will be prohibited within the
18 City's municipal boundaries.
19

20 **§ 79-7. Gas-Powered Leaf Blower Rebate Program.**

21
22 A. Eligibility. To participate in the City's gas-powered leaf blower rebate program, one must
23 be either:
24

25 (1) A person owning a home within the City's municipal boundaries; or
26

27 (2) A landscaping contractor that provides services to at least ten (10) properties located
28 within the City's municipal boundaries.
29

30 (3) Eligibility to participate in the City's gas-powered leaf blower rebate program shall not
31 be conditioned on a resident's or a landscaping contractor's citizenship or immigration
32 status.
33

34 B. The Rebate Program. During the applicable periods of the gas-powered leaf blower rebate
35 program, as set forth in Subsection (D), the rebate program will operate in the following manner:
36

37 (1) A homeowner or landscaping contractor must purchase an electric leaf blower to
38 be eligible to participate in the rebate program.
39

40 (2) Trade in events will be arranged for or held at the discretion of the Director of
41 Public Works.
42

43 (3) At a trade in event, the homeowner or landscaping contractor will submit the
44 following:
45

46 (a) Proof of residency;

1
2 (b) A receipt, or other proof of purchase, evidencing the amounts expended by
3 the eligible homeowner or the landscaping contractor in purchasing an electric leaf
4 blower;

5
6 (c) An operable gas-powered leaf blower that is owned by the eligible
7 homeowner or landscaping contractor, which will be forfeited in exchange for the
8 rebate;

9
10 (d) The electric-leaf blower purchased by the eligible homeowner or
11 landscaping contractor to replace the gas-powered leaf blower; and

12
13 (e) For eligible landscaping contractors, a list of at least ten (10) properties
14 located within the City's municipal boundaries upon which the landscaping
15 contractor provides landscaping services.

16
17 (4) Upon satisfying the conditions set forth in Subsection (2), the Contractor
18 responsible for oversight of the rebate program will begin processing a rebate for the
19 eligible homeowner or landscaping contractor, based on the percentages set forth in
20 Subsection (D).

21
22 C. Restrictions. The following restrictions shall apply to the City's gas-powered leaf blower
23 rebate program:

24
25 (1) Trade-ins shall be limited to one (1) gas-powered leaf blower per eligible household
26 or up to three (3) gas-powered leaf blowers for eligible landscaping contractors.

27
28 (2) Eligible residents may not trade-in gas-powered leaf blowers that are owned by
29 anyone other than a resident who maintains a household within the City's municipal
30 boundaries. In the event of a violation of this Subsection, the violator will be issued a fine
31 not to exceed \$!

32
33 (3) Eligible landscaping contractors may not trade-in gas powered leaf blowers for
34 other contractors. In the event of a violation of this Subsection, the violator will be issued
35 a fine not to exceed \$!

36
37 D. The Gas-Powered Leaf Blower Rebate Program. The gas-powered leaf blower rebate
38 program shall be implemented in a phased structure, as set forth below:

39
40 (1) From July 1, 2022 through July 1, 2023:

41
42 (a) Eligible homeowners will be reimbursed for 75% of the value of an electric
43 leaf blower purchased to replace a gas-powered leaf blower, in an amount not to
44 exceed \$150.

45
46 (b) Eligible landscaping contractors will be reimbursed for 75% of the value of

1 electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount
2 not to exceed \$900, or a maximum rebate of \$300 per each electric leaf blower
3 purchased.

4
5 (2) From July 1, 2023 through January 1, 2024:

6
7 (a) Eligible homeowners will be reimbursed for 50% of the value of an electric
8 leaf blower purchased to replace a gas-powered leaf blower, in an amount not to
9 exceed \$100.

10
11 (b) Eligible landscaping contractors will be reimbursed for 50% of the value of
12 electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount
13 not to exceed \$600, or a maximum rebate of \$200 per each electric leaf blower
14 purchased.

15
16 (3) From January 1, 2024 through July 1, 2024:

17
18 (a) Eligible homeowners will be reimbursed for 25% of the value of an electric
19 leaf blower purchased to replace a gas-powered leaf blower, in an amount not to
20 exceed \$50.

21
22 (b) Eligible landscaping contractors will be reimbursed for 25% of the value of
23 electric leaf blowers purchased to replace gas-powered leaf blowers, in an amount
24 not to exceed \$300, or a maximum rebate of \$100 per each electric leaf blower
25 purchased.

26
27 (4) The City's gas-powered leaf blower rebate program shall end on July 1, 2024. After
28 that date, the City will not accept trade-ins of gas-powered leaf blowers and no rebate shall
29 be provided.

30
31 E. Disposal of Gas-Powered Leaf Blowers. Any gas-powered leaf blowers received by the
32 City pursuant to the gas-powered leaf blower rebate program will be safely disposed of.
33

34 **AND BE IT FURTHER ORDAINED** that a fair summary of this ordinance shall
35 forthwith be published in twice in a newspaper having general circulation in the City and otherwise
36 be made available to the public;

37 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a
38 regular public meeting on _____.

39
40 **ADOPTED** by the City Council of the City of Hyattsville, Maryland at a regular
41 public meeting on _____.

42
43 Adopted: _____
44
45

1 Attest: _____
2 Laura Reams, City Clerk Robert Croslin, Interim Mayor
3
4

5 **Effective Date:** _____.
6
7

8 **Explanatory Note:**

- 9 1. Underlining indicates language being added to the Code.
10 2. ~~Strikethrough~~ indicates language being deleted from the Code.
11

Recommendation to Address Noise and other Impacts from Gas-Powered Leaf Blowers (GPLBs)

SUMMARY OF REQUEST

The Hyattsville Environment Committee (HEC) respectfully proposes that the City Council amend the Chapter 79 noise ordinance to **ban gas-powered leaf blowers** as follows:

- Effective July 1, 2022 - The use of gas-powered leaf blowers **by the City will cease entirely, including city staff and city contracts**. Also, this date will be the start of the 75 percent rebate window for the trade-in of a GPLB for an electric leaf blower (ELB).
- Effective July 1, 2023 – The 75 percent rebate window will end, and the 50 percent rebate window will begin for GPLB trade-ins.
- Effective January 1, 2024 - The 50 percent rebate window will end, and the 25 percent rebate window will begin for GPLB trade-ins.
- Effective July 1, 2024 - the use of GPLB will be **prohibited permanently**, and the 25 percent rebate window for GPLB trade-ins will end.

During this progression toward a ban on gas-powered leaf blowers, HEC proposes that the City support the following HEC initiatives to:

- Conduct bilingual (English and Spanish) education and outreach campaigns directed toward City residents and landscape contractors to facilitate a shift to manual or electric-powered equipment. Also, combine outreach and education on environmental and soil health benefits of allowing leaves to biodegrade in place, a so-called “leave the leaves” campaign.
- Outreach will include County and State property managers within Hyattsville, including MDOT and PGCPs.
- Identify landscape companies that offer “quiet & clean” services without using GPLBs and provide these options to Hyattsville residents and businesses.
- Reach out to any businesses that sell GPLBs. Inform the businesses that they need to post signs that GPLBs will be banned in Hyattsville, similar to the requirement in DC.

THE CASE FOR A BAN

Negative impacts of the use of GPLBs have increasingly become an issue across the country, including Hyattsville. Hyattsville residents routinely complain to City Council members about noise from GPLBs. Many landscape maintenance service providers and some homeowners currently use “two-stroke” GPLBs that generate high levels of noise and harmful pollutants. The nuisance to residents of GPLBs has been magnified by the expansion of telework during the pandemic. To address these issues, many jurisdictions have implemented bans of GPLBs. Nearby, Washington DC and Chevy Chase Village have enacted a ban on GPLBs, effective January 1, 2022.

Using GPLBs comes with high costs for the health and safety of City residents, landscape workers, and the environment, as well as lowering the general quality of life. The justifications for a ban are explained below:

NEGATIVE IMPACTS OF GPLBS

- **Excessive Noise:** GPLBs produce noise levels that greatly exceed those recommended by the World Health Organization (55 decibels or less) (WHO, [Reference](#)). Noise from leaf blowers ranges from 102–115 decibels (“dBs”) at the ear of the operator (*Environ Toxicol Stud Journal*, [Reference](#)) and the lower frequency character noise of GPLBs allows this noise to travel farther and penetrate structures to be noticeably loud in indoor spaces. The U.S. Environmental Protection Agency and the National Institute for Occupational Safety and Health have declared noise levels above 85 dBs to be harmful. This level of noise can damage hearing, interfere with sleep, and increase blood pressure, adrenaline, and heart rates. This excessive noise affects residents and poses significant health risks for the workers using this equipment daily.
- **Pollution Impacts:** GPLBs emit hazardous air pollutants that affect landscape workers as well as City residents and our environment (Walker and Banks, [Reference](#)). The two-stroke engines used in GPLBs burn fuel less completely than the four-stroke engines typically used in cars and other larger equipment. As a result, GPLBs emit significant quantities of ozone-forming chemicals, fine particulate matter, carbon monoxide, and a variety of other toxic air pollutants (Edmunds.com, [Reference](#)).

ELBs are responsible for much lower quantities of these air pollutants, and their emissions occur mostly at power plants rather than in neighborhoods. Notably, GPLBs generate CO₂ at a rate per hour of use some 3 to 9 times higher than ELB. So, while the environmental impacts may be more difficult to perceive, they may be as or more deleterious than the noise created by GPLBs.

- **Harmful Health Impacts:** Pollutants emitted by GPLBs are well-known causes of a number of adverse health impacts (Walker and Banks, WHO, *Environ Toxicol Stud Journal*). Their chemical and particulate pollution can be inhaled by equipment operators and nearby residents. Even short-term exposure can be harmful. Children, seniors, people with chronic illness, and certainly landscape workers are at greatest risk.
- **Impact on Wildlife:** Studies show that birds, frogs, and other wildlife will move to avoid loud noises, reducing the abundance of wildlife in the ecosystem (Francis and Barber [Reference](#), Shannon and McKenna [Reference](#)). Like humans, wildlife is also adversely impacted by the pollution and greenhouse gases generated by GPLBs.

COST ANALYSIS:

In this analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups. This cost comparison was developed by the Environment Committee for the Town of Chevy Chase. For a detailed comparison of gas and electric leaf blower costs, refer to Appendix 4.

In addition, we will discuss a recommended City-run rebate program where Hyattsville residents and contractors would be eligible to trade-in used GPLBs for a rebate for the purchase of an ELB.

- **Cost Comparison of Gas and Electric Leaf Blowers:**

- Some landscape contractors contend that a more powerful blower is needed for fall leaf removal -- often involving a large quantity of heavy, wet leaves -- than for routine cosmetic blowing throughout the growing season. In our analysis, we compare the costs to a contractor of using battery-powered vs. gas-powered blower models in these two differing circumstances -- first a small-to-medium blower used for routine cosmetic purposes, and then a large, powerful blower used for fall leaf removal and perhaps some spring cleanups.
- For routine cosmetic purposes where a small to medium blower is needed, we estimate that battery-powered blowers (and corded electric blowers in the limited circumstances where they might be feasible) are nearly 40% less costly than gas-powered blowers for routine clean-up blowing (\$427/yr vs. \$669/yr).
- However, if a more powerful blower with a longer runtime is needed for fall leaf removal and perhaps some spring cleanups, we estimate that a battery-powered blower would be about 80% more costly than a gas blower (\$1,466/yr vs. \$810/yr).
- This analysis is based on 2020 performance and costs of leaf blowers. An analysis that reflects the expected continuing future improvements in battery performance and cost would likely show battery-powered blowers to be more cost-competitive with gas-powered blowers for both cosmetic and more demanding uses. For example, the cost per kWh for battery packs used for electric vehicles and home energy storage is projected to decline by about 2/3 between 2017 and 2024.

- **Rules and Costs for Hyattsville GPLB Trade-In Program:**

- This program is only eligible for Hyattsville households and landscape contractors that provide landscape contractor services to at least 10 Hyattsville properties.

- Consistent with Hyattsville's "Sanctuary City" status (Ordinance 2017-02), GPLB trade-in eligibility shall not be conditioned on a resident or landscape contractor's citizenship or immigration status.
- Trade-ins are limited to one gas-powered leaf blower trade-in per household or up to three for landscape contractors.
- Hyattsville households cannot trade-in GPLBs for people that do not reside in Hyattsville. Landscape contractors cannot trade-in GPLBs for other contractors. Doing so would result in a fine.
- The rebate program would run from July 1, 2022 through July 1, 2024. From July 1, 2022 through July 1, 2023, the rebate value will be 75 percent, up to \$150 rebate for a Hyattsville resident or a \$900 rebate for a qualifying landscape contractor (\$300 rebate for up to 3 GPLB trade-ins). From July 1, 2023 through January 1, 2024, the rebate value will be 50 percent, up to \$100 rebate for a Hyattsville resident or a \$600 rebate for a qualifying landscape contractor (\$200 rebate for up to 3 GPLB trade-ins). From January 1, 2024 through July 1, 2024, the rebate value will be 25 percent, up to \$50 rebate for a Hyattsville resident or a \$300 rebate for a qualifying landscape contractor (\$100 rebate for up to 3 GPLB trade-ins). The rebate program will end after July 1, 2024, when the ban will go into full effect.
- For a household, ELB costs are reimbursable up to \$150 during the initial phase.
- For qualifying landscape contractors who provide landscape contractor services to at least 10 Hyattsville properties, the trade-in value of each GPLB (up to three) would be \$300 each during the initial phase.
- Trade-ins would take place at the Hyattsville Department of Public Works building, by appointment only.
- Trade-ins will be conducted after households or landscape contractors purchase replacement ELBs. Hyattsville households or landscape contractors would bring their proof of residency, their old GPLB(s), the new ELB(s) they purchased, and the receipt for the purchase of the ELB(s) to the Hyattsville Department of Public Works building, where city staff will process the reimbursement. Landscape contractors must also provide a list of at least 10 Hyattsville properties where they provide landscape contractor services.
- Trade-in GPLBs will be safely disposed of and not repurposed or resold by the City of Hyattsville.
- The cost for Hyattsville to administer this program is contingent on the number of trade-ins it processes. With roughly 7,150 households, and many landscape contractors, the HEC estimates conservatively that demand for this program could cost roughly \$46,000:
 - If roughly 5 percent of Hyattsville households participate in the trade-in program (360 total) and the average trade-in value was \$110 (of a maximum of \$150) the cost for Hyattsville household trade-ins would be \$39,600. In addition to the households, if twenty landscape contractors participate and the average trade in is 2 leaf blowers (of three max) for a trade-in value of \$275 each (of a maximum of \$300), the additional cost would be \$11,000. As such, the total estimated cost to administer the rebate program would be \$50,600
 - In addition to the cost to administer the rebate program, the City estimates a cost of \$1,500 to replace City GPLBs with ELB and \$5000

to support community outreach and communications. This brings the total estimated cost to \$57,100. **NOTE: Budget appropriation to implement the GPLB ban will be addressed separately and included in the upcoming budget discussions.**

- Although the trade-in period would last multiple years, the largest incentive is for participants to trade in GPLBs during the first year, from July 1, 2022 through July 1, 2023. HEC recommends that the City budget the full estimated amount in FY23 (\$57,100) for year 1 of the rebate program and City GPLB replacement cost, with the expectation that the funding will not be fully expended and can roll over for subsequent years.

- **Non-Cost Benefits**

- It is important to keep in mind that this cost analysis quantifies only the differential costs of gas- and battery-powered blowers to landscapers. The attached qualitative benefits analysis shows that battery-powered blowers offer very significant benefits over gas-powered blowers in terms of both noise and pollution. Moreover, electric motors and their parts last longer than combustion engines. And they do not require gas, oil, or engine maintenance, just charged batteries.

SUMMARY OF BENEFITS:

These are the benefits of switching from GPLBs to corded electric or battery-powered leaf blowers: (More details about the non-economic or qualitative negatives of GPLBs are found under Negative Impacts above.)

- Less noise and its attendant negative impacts
- Significantly reduced adverse effects on physical and mental health
- Considerable reduction in air pollution and greenhouse gases
- Protection of wildlife
- Improved landscape worker health and safety
- General improvement in quality of life

SUMMARY OF FINDINGS:

Following extensive analysis and consideration, the Hyattsville Environment Committee, respectfully requests that the City Council move to adopt our proposed phased program to ban the use of gas-powered leaf blowers.

To support this request, the Hyattsville Environment Committee has provided the following Appendix items:

- Studies of Health Impacts (Appendix 1)
- Proposed enforcement protocol (Appendix 2)
- FAQs on a gas-powered leaf blower ban (Appendix 3)
- Gas and electric cost comparison (Appendix 4)

Appendix 1 - Studies on Health Impacts

Leaf blowers produce 49 times more PM than a 2000 model automobile, and almost 500 times as much hydrocarbons. Palliser, (2010):

Effects of PM Exposure on Sensitive Groups like the elderly, people with chronic pulmonary disease, pre-existing heart diseases and the chronically ill are particularly vulnerable ((Valavanidis, et al., 2008).]

“Burden of Disease from Environmental Noise,” World Health Organization, 2011.

https://www.who.int/quantifying_ehimpacts/publications/e94888/en/

Two-Stroke Engines in Landscape Maintenance: A Growing Public Health Problem. Walker, E. and Banks, J. L. (2016). Institute of Noise Control Engineering.

<https://www.ingentaconnect.com/contentone/ince/incecp/2016/00000252/00000002/art00012>

Airborne particulate matter and human health: toxicological assessment and importance of size and composition of particles for oxidative damage and carcinogenic mechanisms.

Valavanidis, A., Fiotakis, K. and Vlachogianni, T. (2008). *Journal of Environmental Science and Health, Part C*, 26(4), 339-362. Retrieved from

<https://www.tandfonline.com/doi/abs/10.1080/10590500802494538>

Emissions Test: Car vs. Truck vs. Leaf Blower. Edmunds.com, Jason Kavanaugh, Dec. 5,

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Hamra, G. B., N. Guha, A. Cohen, F. Laden, O. Raaschou-Nielsen, J. M. Samet, P. Vineis, et al. 2014. “Outdoor Particulate Matter Exposure and Lung Cancer: A Systematic Review and Meta-Analysis.” *Environmental Health Perspectives* 122 (9): 906- 911.

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Francis, C., Barber, J. 2013. “A framework for understanding noise impacts on wildlife: an urgent conservation priority”. *Frontiers in Ecology and the Environment*.

<https://doi.org/10.1890/120183>

Shannon G., McKenna M., et al. 2015. “A synthesis of two decades of research documenting the effects of noise on wildlife”. *Biological Reviews*.

<https://doi.org/10.1111/brev.12207>

Appendix 2 – Proposed Enforcement Protocols

During the rebate period of July 1, 2022 through July 1, 2024, citations for GPLB use infractions shall not be issued. The focus during this time will be community outreach and public education.

Citations for GPLB use following July 1, 2024 will be issued by the Office of Code Compliance and not Hyattsville Police.

Following full implementation of the ban on July 1, 2024, citations shall be issued using the escalation matrix below:

- 1st offense: City issues a warning/educational letter to the property owner and landscape contractor. Include a copy of the quiet landscape contractor list.
- 2nd offense: City issues a warning/educational letter to the property owner and landscape contractor including notice that they will be fined if there are subsequent violations. Include a copy of the quiet landscape contractor list.
- 3rd offense: City issues a citation to the property owner for \$100 and a copy of the quiet landscape contractor list.
- 4th and subsequent offenses: City issues a citation to the property owner for \$250 and a copy of the clean and quiet contractor list.

Appendix 3 – FAQs on Gas-Powered Leaf Blower Ban

Question 1: What would a shift from GPLBs to battery-powered blowers mean in terms of carbon dioxide emissions?

Answer: Emissions from gas-blowers are substantially higher.

- Among large, powerful blowers suitable for fall leaf removal -- about 3 ½ x higher
- Among small/medium blowers suitable for routine cosmetic blowing -- about 9 x higher

Question 2. Aren't GPLBs just a "first-world problem," for privileged people with too much time on their hands?

Answer: On the contrary: indifference to the public-health and environmental-justice aspects of this issue reflects more of a "first-world" attitude.

The people most at risk of experiencing health issues caused by exposure to GPLBs emissions, inhalation of fine particulates, and hearing loss are the lawn workers who may be handling this equipment many hours a day, many days a week. These workers are typically low-wage, non-English speaking, and unlikely to be covered by health insurance; often they use the equipment without ear or nose protection.

Question 3: Are there any realistic alternatives to GPLBs?

Answer: Yes, and increasingly so. The revolution in battery technology is one of the fastest-developing fields of high-tech improvement. The demand for battery-powered transportation systems, from cars to aircraft, and the ceaseless expansion of battery-powered mobile equipment is rapidly driving down the cost and weight, and driving up the power and durability, of portable batteries. Lawn-equipment manufacturers are responding with a rapid sequence of new clean, dramatically quieter leaf blowers and other equipment.

Question 4: Is noise from GPLBs more than just a nuisance?

Answer: Yes. Increasing public-health evidence shows that rising exposure to urban and suburban noise has measurable effects on physical and mental health, especially in children and older populations. (WHO, 2011 - "Burden of Disease from Environmental Noise,").

Question 5: How can GPLBs be important enough to care about?

Answer: Compared with automobiles and power plants, two-stroke engines are a relatively small portion of total fossil-fuel use and polluting emissions. But they are anomalously inefficient: At a time when auto and aircraft engines are becoming dramatically cleaner and when power plants are moving to more sustainable energy sources, two-stroke engines are grossly dirty, dangerous, wasteful, and polluting. The easiest benchmark comparison: *using a standard two-stroke engine for 30 minutes puts out as much hydrocarbon and fine*

particulate aerial pollutants as driving a new Ford F-150 pickup truck some 3800 miles.

Because of their dirty inefficiency, two-stroke engines have been phased out of nearly all uses other than lawn equipment. Scooter and motorcycle makers have moved beyond them. As part of their environmental clean-up plans, many Asian and Latin American cities with serious air pollution problems have outlawed two-stroke engines.

Question 6: Have other US cities banned GPLBs?

Answer: Yes, and this list is growing. The largest City in the US to ban GPLBs is Los Angeles, with a population of more than two million. Nearby, Washington DC has a ban that will take effect January 1, 2022.

Appendix 4 – Cost Comparison of Gas and Electric Blowers

COST COMPARISON OVERVIEW: GAS VS. BATTERY

	Gas	Battery	Corded	Handheld	
What are the relative costs of gas and battery leaf blowers <u>for moderately demanding commercial work</u> ? (Relatively powerful backpack blower for spring cleanup and fall leaf removal -- 12 weeks/yr, 5 days/week, 4 hrs blowing/day)	\$810	\$1,466	\$882	Infeasible	Total annual cost/yr for one blower
What are the relative costs of gas and battery leaf blowers <u>for routine commercial work</u> -- 1x/week during growing season blow off lawn and hard surfaces? (Small backpack or maybe large handheld blower -- 32 mows/property per season, 26 weeks/yr, 5 days/week, 1 hr blowing/day)	\$669	\$427	Too costly	\$318	Total annual cost/yr for one blower
Sensitivity analysis -- cost comparison <u>for routine commercial work</u> during growing season, but assume that contractor already has the gas-powered equipment in new condition (i.e., no capital cost for this eqpt) and must purchase battery-powered to switch. Also assume 1 more battery set is needed per battery-powered blower than in base case. CONCLUSION: BATTERY-POWERED IS STILL LESS COSTLY THAN GAS- POWERED, THOUGH THE COST ADVANTAGE SHRINKS BY ABOUT 40%.	\$613	\$473	Too costly	\$374	Total annual cost/yr for one blower
What is the capital cost for a very small landscaper (2 blowers, owner + 1 helper) to switch over immediately from gas currently to battery?		\$ 4,898			
What is the capital cost/yr for a medium sized landscaper (8 blowers, 2 crews) to make this switch over a period of three years?		\$ 6,531			
What is the capital cost/yr for a large landscaper (40 blowers, 8 crews) to make this switch over a period of three years?		\$ 32,653			

CONTRACTOR COST COMPARISON BREAKDOWN: GAS VS. BATTERY

Case #1: Moderately demanding work -- relatively powerful commercial backpack blower to be used for spring cleanup and fall leaf removal. Or perhaps corded blower, but substantial logistical issues.

<u>Cost elements</u>			
	<u>Gas</u>	<u>Battery</u>	<u>Corded, if possible</u>
Capital costs			
Cost of leafblower (w/o fuel or battery)	\$ 470	\$ 499	\$ 65
Cost of one battery or one corded setup (100 ft cord, reel)		\$ 750	\$ 39
# of batteries needed/blower, or corded setups/blower	0	5.3	1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)	\$ -	\$ -	\$ -
Total capital cost	\$ 470	\$ 4,499	\$ 104
Annual total capital cost (simple amortization over useful life)	\$ 118	\$ 1,100	\$ 61
Annual cost for fuel or electricity (corded assumed free)	\$ 300	\$ 5	\$ -
Add'l annual labor cost: refill fuel or swap out/recharge batteries or manage cords	\$ 318	\$ 336	\$ 806
Annual cost for equipment maintenance	\$ 75	\$ 25	\$ 15
Total Annual Cost	\$ 810	\$ 1,466	\$ 882

Case #2: For routine blowing -- yard and hard surface cleaning during growing season, roughly weekly. Remove or spread grass trimmings, etc. -- Small backpack blower or maybe handheld

<u>Cost elements</u>			
	<u>Gas</u>	<u>Battery</u>	<u>Battery - handheld</u>
Capital costs			
Cost of leafblower (w/o fuel; w/battery set)	\$ 280	\$ 399	\$ 329
Cost of additional battery set (2 batteries; 1 for handheld)		\$ 366	\$ 225
# of battery sets needed/blower	\$ -	\$ 1	\$ 1
Cost of in-truck battery recharging station (TOO COSTLY FOR THIS CASE)		\$ -	\$ -
Total capital cost	\$ 280	\$ 399	\$ 329
Annual total capital cost (simple amortization over useful life)	\$ 56	\$ 67	\$ 55
Annual cost for fuel or electricity	\$ 86	\$ 1	\$ 1
Add'l annual labor cost to refill fuel or swap out & recharge batteries	\$ 478	\$ 340	\$ 243
Annual cost for equipment maintenance	\$ 50	\$ 20	\$ 20
Total Annual Cost	\$ 669	\$ 427	\$ 318

