

Village of Martin's Additions

7013 Brookville Road (Suite B, 2nd floor)

Chevy Chase, MD 20815-3263

**Agenda for
Council Meeting
April 21, 2016**

- 7:30 PM Call to Order: Krajeck
- 7:30PM Introduction of Police Officer for Update: Krajeck
- 7:35 PM Opportunity for Council to hear residents' comments: Krajeck
- 7:45PM Update from the Centennial Celebration Committee: Krajeck
- 7:50PM Consideration of Amendment to Change Election Procedures (Policy No. 2-16-2):
Krajeck
- 8:00PM Action on Council Meeting Minutes of March 17, 2016: Krajeck
- 8:00PM Comcast and Verizon Memorandums of Understanding: Bolt
- 8:05PM Financial matters, including Treasurer's Report: Alexander
- 8:10PM Introduction of Ordinance No. 4-16-1 to amend Chapter 7 of the Village Code and
adding a counsel for Ethics Committee reference in Code: Krajeck
- 8:20PM Manager's Report, including updates on office lease, Update on Street Light
Improvement Project, WSSC water main replacement project, and contracts:
Trollinger
- 8:30PM Opportunity for Council to hear residents' comments: Krajeck
- 8:40PM Adjournment: Krajeck

Following are draft meeting materials up for discussion by the Village Council at the monthly meeting.

Feel free to bring copies to the meeting.

Centennial Celebration Committee: update to VMA Council 4/21/2016

1. The Centennial Celebration was held Sunday for a large crowd of residents and guests. The Committee would like to thank all of the volunteers that assisted before and during the event.
2. Delegate Al Carr and County Executive Ike Leggett attended and gave remarks, as did Karen McManus on behalf of Congressman Chris Van Hollen. Their citations will be on display in the office.
3. Budget estimate: Thus far the cost estimate is \$16,576, including expenses related to the program itself, such as children's entertainment, videography and AV equipment. The final bill for videography, drinks and AV equipment have not been received.
4. The Committee will develop a video of the Centennial Celebration to commemorate the event.
5. Village residents displayed their artwork, publications, or other items at the Celebration.
6. The Committee will dedicate the donated tree with a plaque to commemorate the centennial.



Village of Martin's Additions
7013 B Brookville Road
Chevy Chase, MD 20815
301-656-4112 (Phone)
301-656-0030 (Fax)

Policy No. 2-16-2

Election Rules and Procedures

The Village of Martin's Additions is governed by a municipal Charter that provides for a five-member elected Council to appoint an Election Committee (Committee) that operates according to rules and procedures adopted by the Council, pursuant to Section 602 of the Village Charter. The Committee maintains the voter rolls, accepts and makes nominations of candidates for the Village Council, and oversees the annual election. Any qualified voter may nominate another qualified voter or may declare his or her own candidacy.

Village Council Election Process

The Election of Council members takes place on a date determined from year to year in accordance with Section 602 of the Charter. Council members are elected to terms of two years. In general, the number of seats open on the Council alternates between two and three seats every other year unless there is a vacancy as provided for in Section 408 of the Charter. All elections are managed by the Committee. The Committee consists of a minimum of three, but preferably no less than five, qualified voter volunteers appointed by the Council. Each year the details of the election cycle for that year are published in the Village newsletter. The following guidelines apply:

- No later than sixty (60) days prior to the election, the Committee will request that declarations of candidacy or nominations of candidates be submitted in writing to the Committee. No later than fourteen (14) calendar days before the election, all nominated candidates and those submitting declarations of candidacy shall be required to submit a conflicts of interest disclosure statement, in a form provided by the Ethics Committee. A successful write-in candidate shall be required to submit a conflicts of interest disclosure statement no later than seven (7) business days following the election.
- Pursuant to Village Charter Section 602(a), nominations must be received in writing at least thirty (30) days prior to the election, in order to be placed on the official ballot. The following rules shall apply to each election after the 2016 election (provided the Village Charter is revised accordingly):

1. To allow sufficient time to confirm the interest of nominated candidates, nominations of candidates must be received in writing at least forty-five (45) days prior to the election. The Committee will contact any person so nominated to determine such nominee's desire to be a

candidate. No nominations will be accepted by the Committee if received later than the deadline specified here.

- The Committee may specify any standard questions to which all candidates are requested to respond.

2. No later than thirty (30) days prior to the election, candidates' declaration of candidacy or confirmations of candidacy (if nominated by another qualified voter) and written statements of interest and qualifications must be received in writing by the Committee to be placed on the official ballot. No declarations of candidacy or written statements of interest and qualifications will be accepted by the Committee if received later than the deadline set forth here.

- Blank lines will be placed on the ballot for the purpose of adding write-in candidates at the time of the election.
- No later than three (3) weeks prior to the election, the Committee shall give public notice of the candidates for office and provide, or provide access to, the written statements of interest and qualifications and shall designate the date of the election, the polling place, and time. The Committee may establish a format, date and time for a public forum for residents to hear from candidates. The forum shall be moderated by the Committee at its sole discretion.
- Pursuant to the Charter and these rules and procedures, each qualified voter may cast a ballot on the day and at the time designated or may vote by absentee ballot. The rules for voting absentee are set forth under "Absentee Voting" below.
- In the event that two or more candidates receive the same number of votes where only one can be elected, there shall be a runoff election within two weeks of the original election. The Council may choose to hold the runoff election by mail ballot.
- Each candidate may designate one person as an official observer to be present when the ballots are being counted, although such observer may not participate in or otherwise disrupt the counting of the ballots.

Who Can Vote?

Pursuant to the Charter, a qualified voter is “any person who owns property or any resident of Martin’s Additions who is eighteen years of age or over.” In the case of students, such as college or boarding school students, a student who resides elsewhere during the school year but who maintains a permanent address in Martin's Additions, is deemed a resident and entitled to vote in the Village Council election. Voters in Martin’s Additions need not be registered to vote in Montgomery County or in the State of Maryland. The Committee will utilize the most recent electronically available Village qualified voter contact information to verify residents’ names and addresses. Any voter not listed in the data should be prepared to show a driver’s license, a utility bill or other documentation acceptable to the Committee in its sole discretion showing his/her Martin’s Additions address when he/she comes to the polls. Questions

regarding eligibility to vote at the polls or otherwise should be directed to the Chair of the Committee, who will refer the matter to the Committee for determination.

Voting Locations

Voting will be conducted from 5:00-8:00 PM on Election Day in front of the Village Office at 7013B Brookville Road, if weather permits. If the weather is inclement, voting will take place in the Village Office with appropriate accommodations to be made by the Committee for accessibility concerns. All qualified voters are encouraged to vote by casting their ballots in the polling area. Write-in candidates are permitted. All voting is by secret ballot and election procedures are designed to ensure that voters have the opportunity to cast ballots in privacy. A street festival, "Celebration on the Sidewalk," traditionally takes place during the voting.

Absentee Voting

Residents may apply for an absentee ballot. To ensure privacy, absentee ballots will be assigned randomized control numbers and will not reflect any voter information on the ballot. Control numbers will be maintained by the Committee and will be utilized by the Committee for purposes of authenticating absentee ballots received. Absentee ballots may be requested from the Committee using any of the following methods:

(1) by coming to the Village Office (7013 Brookville Road, Suite B) in person to complete an absentee ballot application provided by the Committee, or

(2) by sending a request via

(a) email to VMAelections@gmail.com or

(b) mail to the Committee's P.O. Box.

Such correspondence will be considered to be a ballot application and must contain the qualified voter's full name and permanent address in Martin's Additions together with a stated preference for receiving the absentee ballot by mail or e-mail. If no such preference is stated, the request will be deemed to have specified a delivery preference of mail through the United States postal service. Following verification that the requester is a qualified voter by the Committee, an absentee ballot and instructions will be mailed or emailed, as specified, to the requesting voter.

Absentee ballots may be requested on an individual or household basis by the qualified voter or a member of his or her household; provided, that if the absentee ballot request states e-mail as a delivery preference, each voter for whom an absentee ballot is requested must have a separate individual e-mail address for receipt of such absentee ballot, and such e-mail address must be provided with the request for each such qualified voter. The Committee will not accept absentee ballot requests from any person or by any method except as described in this Absentee Ballots section.

Absentee ballots can be requested starting 21 days prior to election day.

Absentee ballots must be received by the Committee by election day by one of the methods below. The Committee takes no responsibility for late ballots. Requests for absentee ballots should be made sufficiently in advance of the election to allow time for delivery. Delivery times cannot be guaranteed. Completed absentee ballots must be returned to the Committee according to the following procedures:

- (1) by mailing via the United States postal service the completed ballot to the Committee post office box as indicated on the absentee ballot instructions, to be received by 3 p.m. on election day.
- (2) by personally dropping the absentee ballot in the slot in the locked ballot box in the VMA office no later than 3:00 p.m. on the day of the election. ~~The ballot must contain the assigned control number on the outer envelope to be considered eligible.~~ Security of the locked ballot box will be maintained by the Committee and only designated members of the Committee will have access to the contents of the ballot box. Residents should not ask Village staff to handle completed ballots at any time.
- (3) by submitting the ballot in person at the polling place on Election Day during regular voting hours following verification by the Committee of the resident's identity and the ballot's control number.

Electioneering

- (1) Candidates' election materials: Residents may distribute candidates' information to Village residents, provided that such distribution complies with applicable laws, including Sections 7-208 and 9-106 of the Village Code and the United States postal service regulations (for example, no unstamped non-postal material in residents' mailboxes).
- (2) Yard signs: Residents may display candidates' yard signs, provided that the size, location, construction, and duration of such signs comply with the County's sign ordinance (Article 59-F of the Montgomery County Code).
- (3) On Election Day, no electioneering is permitted within 100 feet of the polling place (ballot table). Sound amplification systems such as bullhorns will not be permitted.

Policy Number: 2-16-2

Action/Adoption: February 18, 2016

Effective Date: February 18, 2016

Revised: April 21, 2016

Village of Martin's Additions
7013 Brookville Road, Suite B, Chevy Chase, MD 20815
Minutes for Council Meeting on
March 17, 2016

Council Members Present: Richard Krajeck (Chair), Katya Hill, Arthur Alexander, Tiffany Cissna, Susan Fattig; **Acting Village Manager:** Beth Boa; **Attorney:** Ron Bolt; **Residents and other attendees:** Matt Trollinger (Village Manager Selectee – scheduled to start March 28, 2016), Keith Allen (Turner Ln), Lee Ann Anderson (Quincy St), Dan and Kirsten Gardner (Delfield St), Naomi Naierman (Quincy St), Lynn and Natalie Welle (Oxford St).

7:30 PM Call to Order; Welcome and Introductions: Krajeck

Chairman Krajeck welcomed the Village Manager Selectee, Matt Trollinger, who will start on March 28, 2016. He also thanked Beth Boa, Acting Village Manager, for filling in during the Village Manager search.

7:30 PM Opportunity for Council to hear residents' comments: Krajeck

Lynn Welle (Oxford St) noted that at the corner of Oxford and Quincy Streets the trucks are still cutting the corner and the large landscaping stones that were placed there to prevent that are not sufficient. The stones have been moved by the trucks and Lynn asked that the stones be removed.

Chairman Krajeck suggested putting bollards in the site to reduce truck traffic.

Councilmember Alexander said that the trucks need the room to turn so perhaps the curb should be moved in.

Chairman Krajeck suggested that Joe Cutro, the Traffic Engineering Consultant, look at the corner and make a suggestion for replacing the rocks or changing the layout of the intersection to accommodate turning trucks.

7:40 PM Update from the Centennial Celebration Committee: Naierman

Naomi Naierman (Quincy St) updated the Council on the Centennial Celebration. She urged residents to register for the event. She described the program and the music. The Committee is delivering an invitation to each home in the Village. Naomi will forward the invitation to the googlegroups listserv. The Committee is videotaping residents for the event and for a DVD produced after the event. The Celebration expected expense is still less than \$20,000, which includes development of the DVD. The Brookville Market may donate drinks and La Ferme may donate wine. She is looking for other sponsors of the

event. There are 68 people registered and County Executive Isiah Leggett is attending. Artists and authors are invited to show their works.

Centennial Celebration Committee Update attached.

7:50 PM Update from the Election Committee: Anderson

Lee Ann Anderson (Quincy St) said that the Council election and Celebration on the Sidewalk will take place May 12 from 5-8pm and the Candidates' Forum will take place April 28 at 7:00pm. The Committee is researching printers for the mailing and has rented a post office box for absentee ballots. The next Election Committee meeting is April 13, 2016 in the Village Office.

7:50 PM Action on Council Meeting Minutes of February 18, 2016 and Council Budget Work Session Minutes of February 24, 2016: Krajeck

Motion by Councilmember Fattig to approve the draft minutes for the Council meeting held on February 18, 2016; seconded by Councilmember Alexander. All in favor.

Motion by Councilmember Cissna to approve the draft minutes for the Council budget work session held on February 24, 2016; seconded by Councilmember Hill. All in favor.

The minutes as approved are attached.

7:55 PM Discussion of Street Light Improvement Projects: Hill

Councilmember Hill informed the Council that she has been waiting from final specifications for the lights from Scott Watson, Street Lighting Consultant, but Halophane has not been responsive. Scott Watson found that the fixtures the Council selected will no longer be produced. As a result, he recommends that the Council look at LED versus induction again as induction lights are going out of favor and may not be produced. Councilmember Hill will ask Watson if other companies are producing the induction lights and fixtures. A Request for Proposals (RFP) will be developed to get bids for the induction lights and fixtures if they are available but the Council would need to provide the exact specifications. If not, then the Village will go forward with an RFP for the 55W-equivalent LED light.

Councilmember Hill will move forward with Scott Watson.

The text of the Summary of Proposed Alternatives – Scott Watson Associates, Lighting Consultants is attached.

8:05 PM Introduction of Fiscal Year 2017 Budget and Tax Rates: Alexander

Councilmember Alexander reported on his budget analysis for FY17. The Village owes some money due to the U.S. Supreme Court's *Wynne* decision but is getting money

refunded due to the mis-allocation of local income taxes. *Wynne* impacts certain VMA residents who have paid out of state income tax.

Councilmember Alexander urged the residents to review the FY2017 budget line items and provide feedback.

Councilmember Cissna noted that a glossary of categories for the budget has been developed and accompanies the other budget documents.

Chairman Krajeck added that he had an update on the costs of updating furniture in the Village office as well as renovating the space. The new furniture would cost about \$44,000 and renovations would cost \$28,000. Discussion ensued about adding the costs to the FY17 budget. The Council decided funds for updating the Village office will be added at a later date, if the Council decides to go forward.

Councilmember Hill suggested the Village explore the option of vacuuming leaves rather than providing leaf bags to residents and asked whether that should be included in this year's budget. Discussion ensued. Some residents indicated in the first annual survey the Council conducted last fall that they would prefer leaf vacuuming. The previous estimate was that it would cost \$2,000 more to vacuum leaves in the fall than to distribute leaf bags.

Councilmember Alexander raised that the vacuuming cost would be in addition to the bags as residents use the bags for yard waste other than leaves.

Chairman Krajeck raised the issue of where residents could stage the leaves for vacuuming. Neither the sidewalk should be covered by piles of leaves nor should the street.

Councilmember Hill maintained that other jurisdictions in the area vacuum leaves and the decision was made that staff will explore options for leaf vacuuming included pricing and how other jurisdictions handle leaf collection in the fall.

Motion by Councilmember Fattig to introduce An Ordinance 3-16-1 To Adopt A Budget For Fiscal Year July 1, 2016 To June 30, 2017 and proposed Resolution 3-16-2 to Approve Levying a Tax on Certain Real and Personal Property Under the Provisions of Section 6-203 of the Tax-Property Article of the Annotated Code of Maryland, as Amended; seconded by Councilmember Alexander. All in favor.

Motion by Councilmember Alexander to ratify amend the FY16 budget as discussed at the Council Work Session February 24, 2016; seconded by Cissna. All in favor.

Proposed Ordinance 3-16-1 and Proposed Resolution 3-16-2 attached.

Budget Analysis attached.

8:15 PM Financial matters, including Treasurer's Report: Hill

Councilmember Hill reported that in the month of February Village expenses exceeded income because taxes were not received yet. The snow removal expenses were higher than what was budgeted, but that the amendments should cover the difference. Overall, the Village's financial situation is very healthy.

Councilmember Alexander noted that the Village no longer receives a report on how income tax distributions were allocated. He spoke to the Comptroller's office to have these resent.

The Treasurer's Report was approved.

8:25 PM Manager's Report: Acting Village Manager Boa

Acting Village Manager Boa gave her report.

Administrative Matters:

- *Income Taxes:* On February 26 staff attended a meeting with other municipal Managers, Montgomery County, and the Maryland Comptroller's Office to discuss an apparent mis-assignment of some income tax returns among local jurisdictions. Martin's Additions is owed \$257,019 some of which was already distributed (in November and January) and the remainder (\$83,019) will be distributed in March. Going forward, as they had not fixed the addresses for tax year 2015, some returns may be mis-assigned. However for tax year 2016 the addresses should be fixed. The Comptroller will request a spreadsheet of addresses from municipalities every year as of December 31. Staff had prepared that list in January and emailed it to the Comptroller.
- *Records Retention Policy:* The Village's policy was approved by the State Archivist. Staff can begin going through documents and disposing of them or archiving them.
- *Website:* Google Analytics reports that we had 2,086 page views from February 7- March 8.
- *Newsletter:* continues to be published monthly online.
- *Voter Rolls:* Staff is updating voter rolls for the 2016 Village Council election.
- *Tree Subsidy Program:* Staff drafted a description and a tree subsidy program processing form for the Tree Committee and arborist to review. The next steps are to determine which tree species we would offer and develop a descriptive pamphlet and list of steps for residents to follow to participate.
- *FEMA reimbursement for snow plowing:* Staff will attend an Applicant Briefing March 18 with the state about reimbursement of eligible costs for the snow storm in January. This will provide an overview of the program and the process for applying and requesting reimbursement under the emergency declaration. Forms are due April 3.

Safety and police:

- The State Highway Administration (SHA), which has jurisdiction over Brookville Road, is currently *redesigning the intersection at Brookville Road and Taylor Street* to improve safety. Their final design proposal should be completed by the end of January and SHA will present it at a public meeting. (date/time still TBD). Staff has not had a response to a recent request for an update on timing. The Council will send a letter to SHA and copy Delegate Al Carr.
- Police will contribute safety tips to newsletter on a monthly basis to increase community awareness and help prevent crime.

Utilities: WSSC

- The water main relocation/replacement is now virtually complete on Bradley Ln and Melville Pl. The change over to the new pipes has been completed as of March 8. Homes will need to be hooked up to the new pipe as well. WSSC began working on replacing the water lines on Raymond this month. This week, work began on Quincy St laying down temporary piping.

Legislation:

- Transient Lodging Legislation: Andy Harney from Section 3 informed staff about legislation being considered by the Montgomery County Council (Bill No. 2-16 and Zoning Text Amendment 16-03) that would allow residents to rent rooms in their homes through Air BnB-type arrangements. Rentals for less than 30 days are currently unlawful, unless the premises is licensed as a “Hotel” or “Bed & Breakfast.” ZTA 16-03 would expand the definition of Bed & Breakfast to include certain short-term rentals, including those arranged through internet sites, in residential and mixed-use zones under certain circumstances. The unit must be the licensee’s primary residence. Bill 2-16 would create a licensing process. If this legislation is approved, transient lodging (daily, weekly rentals) would be possible in a house. There was a County Council public hearing on Tuesday, March 8th. 20 people testified, most against.

Streets & Sidewalks:

- *Sidewalk and curb repairs:* A limited number of sidewalk repairs took place February 19. Repairs took one day to complete. The work seems fine except for a site on Quincy that has a tire track. Staff has had limited success in communicating with the company so in the future may consider another company.
- *Street repaving:* Staff will schedule a meeting with WSSC and WGL to discuss repaving streets affected by work by these companies. Such a meeting will take place when the new Manager is on-board.
- *Barrier at Dead End of Raymond:* Staff will look into getting this barrier replaced as it has been knocked over. The Council asked that the barrier reconstruction be worked on in conjunction with any landscaping that will be done.

Sanitation:

- *Bulk trash* was collected March 12.

- *Pet waste bags*: Sincere thanks to Friendship Animal Hospital for the donated dog waste bags for the Village's public dispensers, and to Chris Kohl and Dennis King for continuing to restock the dispensers.

Building Administration:

- Please see report from Doug Lohmeyer, our Building Administrator, attached.

- 8:40 PM Opportunity for Council to hear residents' comments: Krajeck
- 8:40 PM Chairman Krajeck made a motion to enter closed session pursuant to Maryland Code, General Provisions Article, Section 3-305(b)(3) to discuss the leasing of the Village office and Section 3-305(b)(7) to consult with legal counsel to obtain legal advice related thereto; seconded by Councilmember Alexander. All in favor.
- 8:40 PM The Council reviewed and discussed the current lease for the Village Office and potential changes to a new lease amendments that would address issues that (1) have arisen over the years or (2) are not addressed by the current lease. The Council directed the Village Attorney to prepare a proposed lease addendum.
- 9:30 PM Adjournment: Krajeck

**AGREEMENT TO IMPLEMENT THE COMCAST CABLE FRANCHISE BETWEEN
MONTGOMERY COUNTY, MARYLAND**

and

PARTICIPATING MUNICIPALITIES (excluding Rockville)

THIS AGREEMENT is entered into as of the 1st day of April, 2016, by and between Montgomery County, Maryland, a body corporate and politic (hereinafter referred to as the “County”), and _____, a municipal corporation organized pursuant to Article XI-E of the Maryland Constitution (hereinafter referred to as “the Municipality”) (collectively referred to as “the Parties”).

WITNESSETH:

WHEREAS, the County enacted Chapter 8A of the Montgomery County Code (2014), as amended, entitled “Cable Communications,” which allows for the grant of one or more franchises for the construction and operation of a cable communications system in the County, and for the administration and regulation of the cable communications system by the County during the franchise term; and

WHEREAS, the County awarded a cable franchise to Comcast of Potomac, LLC (hereinafter referred to as “Comcast”) and approved Comcast’s cable franchise agreement, pursuant to the provisions of Chapter 8A; and

WHEREAS, the Municipality has the express authority to grant one or more exclusive or nonexclusive franchises for a cable television system within its corporate boundaries, pursuant to Section 1-708 of the Local Government Article; and

WHEREAS, the Municipality finds that it is in the best interest of its residents for cable systems to be constructed and operated within its corporate limits; and

WHEREAS, the Municipality finds that it is in the best interest of its residents that the awarding or renewing a cable communications franchise and administration and regulation of the Comcast cable system, within the boundaries of the Municipality, be undertaken by the County and to this end has either (i) enacted an Ordinance, which adopts, with certain amendments, Chapter 8A so that its provisions shall be effective within the Municipality, or (ii) not exempted itself by ordinance from Chapter 8A and therefore Chapter 8A applies in the Municipality pursuant to Section 4-111 of the Local Government Article; and

WHEREAS, the Municipality's Cable Communications Ordinance, if any, provides that the County is requested and authorized to administer and enforce said Ordinance within the Municipality; and

WHEREAS, by this Agreement, the Parties have set forth the terms and conditions upon which the County will administer and enforce the Municipality's Cable Communications Ordinance, if any, and implement Chapter 8A and the Comcast cable franchise.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Municipality agree as follows:

1. The Municipality requests that the County administer and enforce Chapter 8A within the corporate limits of the Municipality, and authorizes the County to act as the agent of the Municipality in connection with the negotiation, administration and enforcement of the approved cable franchise agreement to be effective within the corporate limits of the

Municipality. The County agrees to administer such franchise within the Municipality's corporate boundaries as an agent of the Municipality.

2. To the extent permitted by law and by the franchise agreement, the following obligations shall be enforced by the County and enforceable by the Municipality:

(a) The cable communications system shall be constructed to serve the entire Municipality.

(b) The Municipality shall not be discriminated against in the array of channels and services offered by the franchisee, or in the rates charged to customers in the Municipality. This provision applies only insofar as the County is authorized to regulate the franchisee's channels, services, and rates.

(c) The following minimum access channel capacity shall be available for programming by the Municipality and the other Participating Municipalities on the lowest-cost tier of service provided by the franchisee:

(i) Rockville and Takoma Park shall each have one digital access channel, pursuant to Section 6.1.1 of the franchise agreement.

(ii) The other Participating Municipalities in Montgomery County shall share one common digital access channel, pursuant to Section 6.1.1 of the franchise agreement.

(d) If the franchisee changes the channel designations for any municipal channel, the County will divide the cost reimbursement provided for in Section 6.1.2.2 of the franchise agreement equally among the affected Participating Municipalities without any withholding by the County for administration or other reasons.

(e) All waivers and indemnifications obtained by the County from the franchisee shall inure to the benefit of the Municipality.

3. In addition to the digital channels, Section 6.7.5 of the franchise agreement requires Comcast to provide the County with four (4) high definition (“HD”) channels. The Municipality and the other Participating Municipalities, including Rockville, will be permitted to program, and will share, one of the HD channels.

4. Franchise fees shall be distributed to the Municipality in accordance with Section 8A-29 of the Montgomery County Code. If Section 8A-29 is amended to allow the County to retain more than thirty (30) percent of the Municipality’s franchise fees as compensation for the administration of the franchise within the Municipality, the Municipality may terminate this agreement upon thirty (30) days written notice to the County. The distribution shall be made within thirty (30) days after receipt by the County of the franchise fees from the franchisee.

5. Upon the terms and conditions set forth in Section 6.2 of the franchise agreement and the settlement agreement attached as Exhibit D to the franchise agreement, the County shall distribute one ninth (1/9th) of the 3% PEG Capital Grant (“grant”) from the franchisee to Takoma Park and one ninth (1/9th) of the grant to the Montgomery County Chapter of the Maryland Municipal League, or its successor in interest, in a manner directed by the Montgomery County Chapter of the Maryland Municipal League. Pursuant to the settlement agreement, the funds distributed by the County pursuant to this paragraph are not restricted to capital use only, and are eligible and may be used for operating and/or capital cable, PEG and Institutional Network related expenditures. The distribution of each installment shall be made by the County within thirty (30) days after the County receives the grant from Comcast. The County’s

obligation to distribute the funds as described above shall not be extinguished as to the signatory of this Agreement if any of the other Participating Municipalities terminates this Agreement in accordance with its terms. Any portion of the capital grant that is not distributed by the County will be retained by the County for its use.

6. Because the franchisee's failure to comply with the provisions of the franchise agreement will result in injury to the Municipality, the extent of which will be difficult to determine, and because the franchise agreement provides for liquidated damages for certain breaches of the franchise agreement, the County will collect, on behalf of the affected Participating Municipality, liquidated damages in accordance with Section 13.6 of the franchise agreement and shall distribute the Municipality's proportionate share to the Municipality as permitted by law, Council appropriation, and the franchise agreement. The foregoing shall apply to liquidated damages payable pursuant to Section 13.6 if the breach directly harms the Municipality.

7. With the exception of paragraph 9, this Agreement shall expire and be of no further force and effect upon revocation of the franchise by the County or the Municipality, or expiration of the franchise effective within the Municipality, subject to any extension of, or continued performance under, the said franchise; provided, however, that either party shall continue to have the right to assert any claims with respect to any obligation or arising out of any breach of this Agreement occurring prior to the revocation or expiration hereof. The franchise within the Municipality shall not be renewed or extended by the County without the approval of the Municipality.

8. In the event of a material breach of this Agreement by either party, the party not in default shall give the defaulting party notice of such breach and an opportunity to cure the same

for a period of thirty (30) days following the giving of such notice. If the defaulting party does not cure the material breach within thirty (30) days of the date of such notice, this Agreement may be terminated by the non-defaulting party upon ten (10) days' written notice to the party committing a material breach hereof. Any notice pursuant to this paragraph of the Agreement shall be hand delivered, with receipt acknowledged, or mailed by certified mail, restricted delivery, addressed in the case of the County, to: Isiah Leggett, County Executive (or successor), Executive Office Building, 101 Monroe Street, Maryland 20850, in the case of the Municipality, to: _____ . Termination of this Agreement shall not result in the termination of the franchise agreement. If this Agreement is terminated, the Municipality shall become responsible for the administration and enforcement of the franchise agreement within its corporate limits and shall be entitled to collect and retain the franchise fee and PEG Capital Grant on all revenues derived from subscribers within the Municipality.

9. The County agrees to indemnify, defend, and hold the Municipality harmless from the County's actions in connection with the County's award of the franchise, and the County's administration and enforcement of Chapter 8A of the County Code, and the franchise agreement. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings, Section 5-301, *et seq.* Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties. The County shall neither be responsible, nor required to indemnify the Municipality, for the negligence, misconduct or inaction of third

parties or the Municipality, its employees, or agents regarding any matter covered by this Agreement.

10. The Parties agree that the Participating Municipalities are authorized to connect to the Institutional Network as defined in the Comcast franchise agreement, including Exhibit D, under reasonable terms and conditions for security and network management.

11. This Agreement supersedes and replaces all prior agreements between the Parties related to the enforcement of the Ordinance and the implementation of the Comcast franchise.

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

WITNESS:
MARYLAND

MONTGOMERY COUNTY,

By: _____

Isiah Leggett
County Executive

Date: _____

WITNESS:

Municipality

By _____

Date: _____

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

BY _____

DATE: _____

**AMENDED AGREEMENT TO IMPLEMENT THE VERIZON CABLE FRANCHISE
BETWEEN**

MONTGOMERY COUNTY, MARYLAND

and

THIS AGREEMENT is entered into as of the 1st day of April, 2016, by and between Montgomery County, Maryland, a body corporate and politic (hereinafter referred to as the "County"), and _____, a municipal corporation organized pursuant to Article XI-E of the Maryland Constitution (hereinafter referred to as the "Municipality") (collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, the County enacted Chapter 8A of the Montgomery County Code (2014), as amended, entitled "Cable Communications," which allows for the grant of one or more franchises for the construction and operation of a cable communications system in the County, and for the administration and regulation of the cable communications system by the County during the franchise term; and

WHEREAS, on or about October 30, 2006, the County awarded a cable franchise within the County to Verizon Maryland, Inc. (hereinafter referred to as "Verizon") and approved Verizon's franchise agreement, pursuant to the provisions of Chapter 8A; and

WHEREAS, the Municipality has the express authority to grant one or more exclusive or nonexclusive franchises for a cable television system within its corporate boundaries, pursuant to Sections 1-708 and 5-204(d) of the Local Government Article; and

WHEREAS, the Municipality finds that it is in the best interest of its citizens for cable systems to be constructed and operated within its corporate limits; and

WHEREAS, the Municipality finds that it is in the best interest of its citizens that the administration and regulation of the Verizon cable system, within the boundaries of the Municipality be undertaken by the County and to this end has either (i) enacted an Ordinance, which adopts, with certain amendments, Chapter 8A so that its provisions shall be effective within the Municipality, or (ii) not exempted itself by ordinance from Chapter 8A and therefore Chapter 8A applies in the Municipality pursuant to Section 4-111 of the Local Government Article; and

WHEREAS, the Municipality's Cable Communications Ordinance, if any, provides that the County is requested and authorized to administer and enforce said Ordinance within the Municipality; and

WHEREAS, the Parties previously entered into an agreement in 2006 allowing the County to administer the Ordinance and otherwise addressing the implementation of the franchise granted to Verizon; and

WHEREAS, the Parties desire to amend that prior agreement and replace it with this Agreement; and

WHEREAS, by this Agreement, the Parties have set forth the terms and conditions upon which the County will administer and enforce the Municipality's Cable Communications Ordinance, if any, and implement Chapter 8A and the Verizon cable franchise.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Municipality agree as follows:

1. The Municipality requests that the County administer and enforce Chapter 8A within the corporate limits of the Municipality, and authorizes the County to act as agent of the Municipality in connection with the negotiation, administration and enforcement of the approved cable franchise agreement to be effective within the corporate limits of the Municipality. The County agrees to administer such franchise within the Municipality's corporate boundaries as an agent of the Municipality.

2. To the extent permitted by law and by the franchise agreement, the following obligations shall be enforced by the County and enforceable by the Municipality:

(a) The cable communications system shall be constructed to serve the entire Municipality.

(b) The Municipality shall not be discriminated against in the array of channels and services offered by the franchisee, or in the rates charged to customers in the Municipality. This provision applies only insofar as the County is authorized to regulate the franchisee's channels, services, and rates.

(c) The following minimum access channel capacity shall be available for programming by the Municipalities on the lowest-cost tier of service provided by the franchisee:

(i) Rockville and Takoma Park shall each have a digital access channel, pursuant to Section 6.1.1 of the franchise agreement. If the capacity set aside for PEG use is subdivided or compressed, Rockville and Takoma Park will each receive an additional channel, pursuant to Section 6.7.5 of the franchise agreement.

(ii) The other municipalities in Montgomery County shall have at least one common digital access channel, pursuant to Section 6.1.1 of the franchise agreement. If the

capacity set aside for PEG use is subdivided or compressed, the other municipalities may receive an additional channel, pursuant to Section 6.7.5 of the franchise agreement.

(d) If the franchisee changes the channel designations for any municipal channel, the County will divide the cost reimbursement provided for in Section 6.1.2 of the franchise agreement equally among the affected Participating Municipalities without any withholding by the County for administration or other reasons.

(e) All waivers and indemnifications obtained by the County from the franchisee shall inure to the benefit of the Municipality.

3. Franchise fees shall be distributed to the Municipality in accordance with Section 8A-29 of the Montgomery County Code. If Section 8A-29 is amended to allow the County to retain more than 30 percent of the Municipality's franchise fees as compensation for the administration of the franchise within the Municipality, the Municipality may terminate this agreement upon thirty (30) days written notice. The distribution shall be made within thirty (30) days after receipt by the County of the franchise fees from the franchisee.

4. Upon the terms and conditions set forth in section 6.2 of the franchise agreement, the County shall distribute a portion of the capital grant from the franchisee as follows: one-seventh (1/7) to the City of Rockville; one-thirtieth (1/30) to the City of Takoma Park; and one-thirtieth (1/30) to the Montgomery County Chapter of the Maryland Municipal League, or its successor in interest, in a manner directed by the Montgomery County Chapter of the Maryland Municipal League. The distribution of each installment of the capital grant shall be made by the County within thirty (30) days after the County receives the grant. The County's obligation to distribute the capital grant as described above shall not be extinguished as to the signatory of this

Agreement if any of the other Participating Municipalities terminates this Agreement. Any portion of the capital grant that is not distributed by the County will be retained by the County for its use.

5. Each Participating Municipality shall be entitled to a free “drop” on the terms set forth in Section 3.3 of the franchise agreement regarding cable service for public buildings, except that the cities of Rockville and Takoma Park each shall be entitled to five (5) free drops and the Town of Kensington and Chevy Chase Village shall be entitled to two (2) free drops. Each Municipality shall make its request through the County, and the County shall make the request on behalf of the Municipality to the franchisee within five (5) days of receiving the request from the Municipality.

6. Because the franchisee’s failure to comply with the provisions of the franchise agreement will result in injury to the Municipality, the extent of which will be difficult to determine, and because the franchise agreement provides for liquidated damages for certain breaches of the franchise agreement, the County will collect, on behalf of the affected Participating Municipality, liquidated damages in accordance with Section 13.7 of the franchise agreement and shall distribute the Municipality’s proportionate share to the Municipality as permitted by law, Council appropriation, and the franchise agreement. The foregoing shall apply to liquidated damages payable pursuant to Section 13.7 if the breach directly affects the Municipality. Further, the Performance Bond described in Section 13.5 of the franchise agreement is for the protection of the Municipality as well as the County. Accordingly, as agent of the Municipality, the County, as permitted by law and the franchise agreement, shall withdraw an appropriate amount, including interest and penalties, from the security deposit and pay the same to the Municipality if the franchisee is in default of its obligations to the Municipality and fails to cure such default in accordance with the franchise agreement.

7. With the exception of paragraph 9, this Agreement shall expire and be of no further force and effect upon revocation of the franchise by the County or the Municipality, or the expiration of the franchise effective within the Municipality; provided, however, that either party shall continue to have the right to assert any claims with respect to any obligation or arising out of any breach of this Agreement occurring prior to the revocation or expiration hereof. The franchise within the Municipality shall not be renewed or extended by the County without the approval of the Municipality.

8. In the event of a material breach of this Agreement by either party, the party not in default shall give the defaulting party notice of such breach and an opportunity to cure the same for a period of thirty (30) days following the giving of such notice. If the defaulting party does not cure the material breach within thirty (30) days of the date of such notice, this Agreement may be terminated by the non-defaulting party upon ten (10) days' written notice to the party committing a material breach hereof. Any notice pursuant to this paragraph of the Agreement shall be hand delivered, with receipt acknowledged, or mailed by certified mail, restricted delivery, addressed in the case of the County, to: Isiah Leggett, County Executive (or successor), Executive Office Building, 101 Monroe Street, Rockville, Maryland 20850, in the case of the Municipality, to: _____.

Termination of this Agreement shall not result in the termination of the franchise agreement. If this Agreement is terminated, the Municipality shall become responsible for the administration and enforcement of the franchise agreement within its corporate limits and shall be entitled to collect and retain the franchise fee and PEG Capital Grant on all revenues derived from subscribers within the Municipality.

9. The County agrees to indemnify, defend, and hold the Municipality harmless from the County's actions in connection with the County's administration and enforcement of

Chapter 8A of the County Code, and the franchise agreement. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings, Section 5-301, *et seq.* Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties. The County shall neither be responsible, nor required to indemnify the Municipality, for the negligence, misconduct, or inaction of third parties or the Municipality, its employees, or agents regarding any matter covered by this Agreement.

10. This Agreement supersedes and replaces all prior agreements between the Parties related to the enforcement of the Ordinance and the implementation of the Verizon franchise.

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

WITNESS:
MARYLAND

MONTGOMERY COUNTY,

By: _____
Isiah Leggett
County Executive

Date: _____

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

BY _____

DATE: _____

WITNESS:

MUNICIPALITY

By _____

Date: _____

Ordinance No.: 4-16-1
Introduced: April 21, 2016
Adopted:
Effective Date:

THE VILLAGE OF MARTIN'S ADDITIONS

SUBJECT: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES TO REQUIRE THE ETHICS COMMITTEE TO REVIEW COMPLAINTS WITH COUNSEL; CLARIFY WHEN A STOP WORK ORDER WILL BE LIFTED; LIMIT APPLICATION OF THE ESTABLISHED BUILDING LINE FRONT SETBACK REQUIREMENT TO NEW MAIN BUILDINGS; CLARIFY HOW THE ESTABLISHED BUILDING LINE FRONT SETBACK IS CALCULATED; AND REDUCE THE ALLOWABLE ENCROACHMENT OF A PORCH INTO THE 25-FOOT FRONT SETBACK

WHEREAS, Local Government Article, Section 5-202 of the Maryland Code grants to the legislative body of every incorporated municipality in Maryland, including the Village of Martin's Additions, general power to pass such ordinances not contrary to the Constitution of Maryland, or public general law, as they may deem necessary in order 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, Maryland Code, Local Government Article, Section 5-211 authorizes the legislative body of each municipal corporation in the State of Maryland to make reasonable regulations concerning buildings to be erected within the limits of the municipality, including a building code and the requirement for building permits;

WHEREAS, Maryland Code, Land Use Article, Section 20-509 grants to the legislative body of incorporated municipalities in the Maryland-Washington Regional District general power to adopt building regulations for the protection of the public health, safety, and welfare; the preservation, improvement, and protection of lands, water, and improvements in the municipal corporation; and to regulate the construction, repair, or remodeling of buildings on land zoned for single-family residential uses at it relates to fences, walls, hedges, and similar barriers; signs; residential parking; residential storage; the location of structures, including setback requirements; the dimensions of structures, including height, bulk, massing, and design; and lot coverage, including impervious surfaces;

WHEREAS, Section 501 of the Charter of the Village of Martin's Additions authorizes the Village Council to pass such ordinances as it may deem necessary for the preservation of the property, rights, and privileges of the Village and its residents;

WHEREAS, the Village Council introduced the following Ordinance at a public meeting held on April 21, 2016;

WHEREAS, to comply with Maryland Code, Land Use Article, Section 20-509, on the ____ day of _____, 2016, a copy of following Ordinance was submitted to the Montgomery County Council for its comments;

WHEREAS, the Montgomery County Council did not submit any comments;

WHEREAS, after proper notice to the public, and after at least thirty days from the date a copy of the following Ordinance was transmitted to the Montgomery County Council, the Village Council considered the following Ordinance in public session assembled on the ____ day of _____, 2016;

WHEREAS, the Village Building Permit Administrator has made certain recommendations to the Village Council for amendment of the Village building regulations concerning the application of the established building line front setback, the permissible encroachment of porches, and the lifting of a stop work order;

WHEREAS, the Village Council asked the Village Ethics Committee to make a recommendation concerning whether complaints submitted to the Committee should be reviewed by the Committee in consultation with counsel and who should appoint special counsel if the Village Attorney cannot provide the consultation;

WHEREAS, the Village Ethics Committee has found such consultation advisable and has recommended that, if the Village attorney cannot perform this function, presumably because of a conflict of interest, the special counsel should be appointed by the Village Council, or, if necessary, by the Ethics Committee;

WHEREAS, the Village Council finds that the foregoing Ordinance would assure the good government of the municipality, protect and preserve the municipality's rights, property, and privileges, preserve peace and good order, secure persons and property from danger and destruction, and protect the health, comfort and convenience of the citizens of the Village of Martin's Additions, and is necessary for the preservation of the property, rights, and privileges of the Village and its residents.

NOW, THEREFORE, the Village Council does hereby adopt the following Ordinance.

BE IT ORDAINED AND ORDERED, this ____ day of _____, 2016, by the Village Council, acting under and by virtue of the authority given it by the Maryland Code and the Charter of the Village of Martin's Additions, that the Village Code is hereby amended as follows:

* * *

Section 4-202. Disqualification Procedures; Complaints; Records

* * *

- (b) Any person alleging a violation of this Chapter may file a written complaint, under oath, with the Committee. Upon the receipt of such complaint, the Committee shall send a written acknowledgement of its receipt, notify the Official and the Council of the allegation, and review the complaint with the Village attorney. If the Village attorney recommends that special counsel be appointed, special counsel shall be selected by the Committee and appointed by the Council. If, upon consultation with the Village attorney or special counsel, the Committee determines that the complaint should be addressed by the Committee, the Committee shall request that the Official provide the Committee such information as the Committee finds necessary to determine the presence or absence of a conflict of interest. A written complaint shall not require a formal hearing; such complaints shall be processed under the procedures described in subsections (c), (d), (e), and (f) of this Section. Upon final resolution of the matters alleged, the Committee shall provide a written summary of the resolution to the Official, the Council and the person who filed the complaint.

* * *

(Ord. No. 11-15-1, adopted 1/21/16, effective 2/10/16; Ord. No. 4-16-1, ...)

* * *

Section 6-308. Enforcement

- (a) It shall be unlawful for any person to conduct work without a building permit issued by the Village for which a permit is required. It shall be unlawful for any person to conduct work that is not in strict compliance with the plans and specifications approved by the Village and/or the building permit conditions. Any person who commences any addition, erection, alteration, construction, re-construction, repair or improvement in violation of this Article may be enjoined from proceeding.
- (b) In addition to the other provisions set forth in this Article:
 - (i) When the Code Enforcement Officer determines that work on any structure is being performed in violation of the provisions of this Article, including those conditions upon which the building permit was issued, or in a manner which threatens the safety, health, comfort and welfare of the public, he may order that the work be stopped immediately.
 - (ii) The stop work order shall be issued in writing and posted at the work site. A stop work order does not extend the permit expiration date.
 - (iii) It shall be unlawful for any person to continue or permit the continuance of work in or about a structure after a stop work order has been posted on the structure, except such work as is directed in the order to be performed to remove a violation or unsafe condition.

(iv) Any bond or deposit held by the Village may be withheld until such time as the stop work order is lifted and all permit conditions are satisfied.

(v) A stop work order will be lifted by the Code Enforcement Officer once the violation is removed, abated, or otherwise satisfactorily addressed as determined by the Code Enforcement Officer.

(c) The Council may revoke a permit or approval issued under the provisions of this Article when the application or the plans on which the permit or approval was based contain a false statement or misrepresentation of fact or when any deviation from the approved plans or any violation of the conditions upon which such permit was issued occurs.

(Ord. No. 11-15-1, adopted 1/21/16, effective 2/10/16; Ord. No. 4-16-1, ...)

* * *

Section 7-101. Definitions

For the purposes of this Chapter,

* * *

(n) “Established building line,” means the average front line of all buildings that are:

- a. within 300 feet of each side property line of the proposed construction site;
- b. on the same side of the street;
- c. between intersecting streets or to the point where public thoroughfare is denied;
- d. existing at the time the building permit application is filed;
- e. not nonconforming to the required front setback, unlawfully constructed, or constructed pursuant to a lawfully granted variance;
- f. not located on a pipestem or flag-shaped lot; and
- g. not on the subject lot or a corner lot.

Corner lots are subject to established building line standards on both of the adjoining streets.

* * *

(hh) “New Construction” means construction of a new main building on a vacant lot or on a lot subsequent to the demolition of the main building.

* * *

Section 7-402. Construction Standards

(e) Setbacks

- (1) Front: Except as otherwise set forth in this Chapter, no wall or projection of any main building shall be located closer to any front lot line than ~~the established building line or~~ twenty-five (25) feet. For new construction, except as otherwise set forth in this Chapter, no wall or projection of any main building shall be located closer to any front lot line than the established building line or twenty-five (25) feet, whichever is greater.

* * *

- (5) Projections (main buildings)
- i. Bay windows, oriel entrances, balconies, and vestibules no greater than ten (10) feet wide, and cornices, eaves, and chimneys shall be permitted to project a maximum of two-and-one half (2.5) feet into any setback area.
 - ii. Unenclosed porches, decks, breezeways, steps, stoops, and exterior stairways may project ~~nine-five (95)~~ feet into the front setback area, or nine (9) feet into the rear setback area, and three (3) feet into any side setback area.
 - iii. Air conditioners, generators, and heat pumps may project five (5) feet into any front or rear setback area.

(Ord. No. 4-09-2, adopted 5/27/09, effective 6/16/09; Ord. No. 4-10-1, adopted 6/17/10, effective 7/8/10; Ord. No. 11-15-1, adopted 1/21/16, effective 2/10/16; Ord. No. 4-16-1, ...)

* * *

AND BE IT FURTHER ORDAINED AND ORDERED, by the Village Council, acting under and by virtue of the authority granted to it by the Maryland Code, and the Charter of the Village of the Village of Martin's Additions, that:

(1) If any part or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, the part or provision held to be invalid shall not affect the validity of the Ordinance as a whole or any remaining part thereof; and

(2) This Ordinance shall take effect on the ___ day of _____, 2016.

ATTEST:

THE VILLAGE OF MARTIN'S ADDITIONS

Tiffany Cissna, Secretary

Richard Krajeck, Chair
Village Council

Underline indicates new material
~~Strikethrough~~ indicates material deleted
* * * indicates material unchanged

MONTGOMERY CONSULTING
MEMO

TO: Matt, Council, Ron
FROM: Doug Lohmeyer
DATE OF MEMO: April 18, 2016
SUBJECT: Recommended Code Amendments

1. Combine the definitions at the beginning of Chapters 6 and 7.
2. Section 6-101 (n) - add “gravel”.
3. Section 6-303 – (c) - who delivers the notice to the adjoining neighbors, applicant or Village manager?
4. Section 6 – 311 – (a) – at end of paragraph “... and all federal holidays”.
5. Section 6 – 311 – (c) - For each per day the violation is not corrected or for repeat violations. Also, unclear as to multiple violations.
6. Section 7 – 101 – (m) (e) & (n) (e) - “not nonconforming” is confusing - “legally constructed existing houses, but not conforming to the current Village Code”.
7. Section 7 – 402 (e) (5) (ii) – does it include or exclude patios build on grade?
8. EBL
9. Stop Work Order
10. Screening temporary toilets

MONTGOMERY CONSULTING
MEMO

TO: Tori and Ron

FROM: Doug Lohmeyer

DATE OF MEMO: Jan. 13, 2016

SUBJECT: EBL Thoughts

Since I have been building administrator, I have reviewed several permit application, which have included EBL issues.

As the old houses are demolished and new homes built in their place, the front setback for these new homes tends to move farther from the front property line. In my opinion this situation may penalize the neighbors who lives in the older homes and desires to make improvement to the front of their homes.

The EBL section of the Code seems like a concept with good intentions, but potentially poor results for the older homeowners. Is it fair to deny a homeowner the chance to add a front porch to their home because someone down the street built a new home farther back from the front property line? Ms. Smith can't sit on her new front porch and visit with her neighbors because Mr. Jones' recently built a new house. I don't believe the writers of the Code intended to create this situation.

I have thought about the EBL section an offer the following possible revision to the Code.

1. The EBL setback section should only apply to lots where the old, original house is demolished and a new house is constructed in its place.
2. Alteration to the original homes should be exempt from the EBL section.

Section 7-402 (e) (5) (ii) (Projections) allows for an unenclosed porch to extend into the front setback area up to 9 feet. On a lot with a 25 foot setback, a 9 foot deep porch covers 40% of the front yard setback.

If Section (ii) was replaced with “Unenclosed porches, decks may encroach into the front setback area no more than 20% of the distance from the closest, existing front wall of the house to the front property line.” So if a house is 25 feet from the front property line, the porch can extend no more than 5 feet. If the house is 40 feet from the front property line, the porch can be 8 feet deep.

Montgomery County EBL:

📖 Division 4.4. Residential Zones

📖 Section 4.4.1. Standard Method Development

The RE-2, RE-2c, RE-1, R-200, R-90, R-60, R-40, TLD, TMD, THD, R-30, R-20, and R-10 zone allow development under the standard method.

A. Established Building Line

1. The established building line applies only to new buildings in the R-200, R-90, or R-60 zones, and new detached house buildings in the R-40 zone and does not apply to an alteration or addition to an existing building.
2. The 2 or more detached houses considered in determining the established building line must be:
 - a. within 300 feet of the side lot line of the proposed construction site measured along the street frontage;
 - b. along the same side of the street;
 - c. between intersecting streets or to the point where the street terminates;
 - d. in existence or approved by a building permit when the building permit application on the subject property is filed;
 - e. legally constructed; and
 - f. not on a through lot if the building on the through lot fronts on a street other than the street fronting the subject property.
3. The established building line applies if at least 2 buildings described in Section [4.4.1.A.2](#) and more than 50% of the buildings described in Section [4.4.1.A.2](#) are set back more than the minimum required by the zone. The established building line is equal to the average front setback of all the buildings described in Section [4.4.1.A.2](#), excluding those buildings:
 - a. in the R-200 zone that are or were ever served by well or septic;
 - b. on the subject property;
 - c. in a different zone than that of the subject property;
 - d. on a through lot that fronts on a street different than that of the subject property;
 - e. located on any pipestem, wedge-shaped, or flag-shaped lot; or
 - f. approved by permit for demolition, except if a building permit was also approved with the same setback.
4. If the established building line applies, the applicant may choose to use as the front setback:
 - a. the established building line;
 - b. the average front setback of the 2 abutting lots; or
 - c. the front setback of the existing detached house that was established before demolition, excluding any approved variance, if the existing building meets the minimum front setback of the zone.
5. All calculations must be based on a survey that is signed and sealed by a Maryland licensed engineer or surveyor.
6. If the established building line does not apply, the building must satisfy the minimum front setback of the zone.
7. A corner lot has 2 front setbacks and must satisfy established building line standards on both streets. At the option of the applicant, a corner lot may use front setbacks of the abutting buildings on both sides of the corner lot.

MONTGOMERY CONSULTING
MEMO

TO: Village of Martin's Additions Council

FROM: Doug Lohmeyer

DATE OF MEMO: April 21, 2016

SUBJECT: Building Administrator's Report

3519 Bradley Lane

The water house connection repairs have been completed, the Village right of way is acceptable, and the homeowner's performance bond has been returned.

3515 Bradley Lane

The homeowner hired a plumbing contractor to repair an existing leak in the water house connection. Even though the leak existed prior to the new WSSC water main construction, it appeared to worsen when the new WSSC water meter was installed. The homeowner was contacted and asked to sending in a performance bond to cover the contractors work within the Village right of way. The homeowner has not submitted the bond, but the work is complete and the right of way repairs are acceptable.

3414 Cummings Lane

The construction of the detached garage, pool, pool decking, and driveway is on-going.

3505 Raymond Street

After it was discovered that the new additions to the existing house were not in accordance with the approved Village and MCDPS permit plans, the Village issued a "Stop Work Order". The applicant re-submitted revised plans to MCDPS and the Village for review and approval. Once the County approved the revision, the Village removed the "Stop Work Order" on April 8th.

The staff has twice directed the homeowner to have his contractor relocate the temp. toilet to the location shown on the approved Village plans and to remove the piles of debris from the front yard. To date neither has occurred.

3525 Raymond Street

The owner is making internal improvements and a VMA Building Permit is not required. However, a permit for a dumpster has been issued by VMA.

3506 Turner Lane

The staff observed the installation of a new landscape retaining wall in the front yard.

After several phone calls, it was determined that the house had been sold. The new owner is not in town, but has provided a copy of the House Location Survey. The staff will locate the new wall on the survey and Ron Bolt will attach the survey to the Village's right of way license agreement for execution and recordation. The new homeowner has agreed to reimburse the Village for the staff's time plus the \$200 R/W license fee.

3507 Turner Lane

The building permit has been issued. Work has begun on the two story addition.

MCDOT – Quincy and Oxford

Presently, large trucks are having difficulty making the turning movement at the intersection of Quincy and Oxford and the rear wheels are driving across the curb and sidewalk. We met at the site and discussed several options to improve the turning movement. One option would be to post "No Parking" signs on the north side of Quincy. Another option would be to place bollards at the southwest corner. The third option is for MCDOT to replace or modify their storm drain inlet and for the Village to rebuild the curb fillet at the southwest corner of the intersection. The staff is setting up a meeting with the maintenance division at MCDOT to discuss replacing or modifying the existing MCDOT storm drain inlet at the intersection of Quincy and Oxford.

MSHA – Brookville Road

When the WSSC contractor was flushing the fire hydrant on the east side of Brookville Road, the staff noticed that the existing MSHA storm drain inlet, just north of Shepherd St. was missing a grate and a large hole was located adjacent to the sidewalk and bike

lane. The MSHA maintenance crew has placed a temporary steel plate over the hole and they estimate that the repair / replacement will occur during the week of April 25th. They will try to notify us in advance, so we can alert the community.

WSSC Water Main Construction

The WSSC contractor is presently installing the new water main house connections in Raymond St. They expect to complete the work in Raymond this week and begin work in Quincy next week.

The WSSC construction manager, Dwayne, will be meeting with the homeowner at the end of Bradley, regarding the removal of the large, overhanging tree, the replacement of the ex. fire hydrant, and the water connection at the end of Bradley.

We will soon be meeting with the WSSC staff to discuss WSSC paying for cost of milling and re-paving of the street within the Village. We will also have a similar discussion with WGL.