CITY COUNCIL AGENDA
Regular Council Meeting

COUNCIL MEETING WILL BE ONLINE ONLY

Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to www.greenbeltmd.gov/municipaltv.

Resident participation:
https://us02web.zoom.us/j/84271984526?pwd=TDg4ZmNRYVE1eCtTS3VjbEplTllEUT09

OR

Join By phone: (301) 715-8592
Meeting ID: 842 7198 4526
Passcode: 976283

In advance, the hearing impaired is advised to use Video Relay Services (VRS) at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltmd.gov.

Monday, June 14, 2021
8:00 PM

I. ORGANIZATION

1. Call to Order

2. Roll Call

3. Meditation and Pledge of Allegiance to the Flag

4. Consent Agenda - Approval of Council and Staff Recommendations (Items on the Consent Agenda [marked by *] will be approved as recommended by Council and Staff, subject to removal from the Consent Agenda by Council.)

5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations

6a. Men's Heath Awareness Month Proclamation
Suggested Action:

June is National Men's Health Month, this month is all about encouraging the men in your life to take care of their bodies by eating right, exercising, and working to prevent disease. The official symbol for the month is a blue ribbon and the purpose of Men's Health Month is to heighten the awareness of preventable health problems and encourage early detection and treatment of diseases including cancer, heart disease, and depression.

Men's Health Month proc.pdf

6b. Pollinator Week Proclamation
Suggested Action:

National Pollinator Week is June 21st – 27th, 2021. Kevin Carpenter-Driscoll, Environmental Coordinator, will be present to receive the proclamation.

Proclamation.pdf

6c. Juneteenth Proclamation
Suggested Action:

This year June 19, 2021, marks the 156th commemoration of Juneteenth. Dr. Lois Rosado, co-chair of the Greenbelt Black History and Culture Committee, will receive the proclamation on behalf of the committee.
Juneteenth proc.pdf

6d. Small Cities Proclamation
Suggested Action:

The National League of Cities (NLC) has declared June as Small Cities Month.

Councilmembers Silke I. Pope and Edward V. J. Putens, members of the Small Cities

Steering Committee, will accept the proclamation.

Small Cities Month proc.pdf

7. Petitions and Requests

*8. * Minutes of Council Meetings

9. Administrative Reports

10. * Committee Reports

III. LEGISLATION

11. Climate Emergency Resolution
 - 2nd Reading

Suggested Action:

Reference: Resolution

On November 23, 2018, the United States Fourth National Climate Assessment ("NCA4") was released and details the massive threat that climate change poses to the American economy, our environment, and climate stability, and underscores the need for immediate climate emergency action at all levels of government.

Climate justice requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of this mobilization effort at all levels of government and that they benefit first from the transition to a renewable energy economy.

Nearly hundreds of cities, districts and counties worldwide representing over millions of people collectively have recently declared or officially acknowledged the existence of a global climate emergency.

The City of Greenbelt, as a green town founded by the New Deal, can act as a global leader through continuing to build upon its renowned work related to environmentalism and sustainability.

Mayor Byrd introduced this resolution for first reading at the last meeting. It is recommended the resolution be introduced for second reading and moved for adoption tonight.

Resolution.pdf

IV. OTHER BUSINESS

12. WMATA Trail Review Fee and Update

Suggested Action:

Reference: Memorandum, T. Hruby, 06/09/2021

Staff will provide an update on the status of the WMATA Trail project and brief Council on WMATA's review fee requirements and impact on project budget.

Memorandum, T. Hruby, 06/09/2021.pdf

13. FY 2022 Open Space Annual Program

Suggested Action:

Reference:

Greenbelt POS FY22 Allocation
2022 Proposed POS Annual Program

The City's FY 2022 Annual Program Open Space (POS) Program is due to the Maryland- National Capital Park and Planning Commission (M-NCPPC) on June 18, 2021. The City has been notified that the County will be receiving a total of $8,209,539 in FY 2022 POS funds. Based on the results of the 2010 Census the City will be receiving $219.194.69, compared to $181,870.92 in FY 2021. The City is required to allocate at least 50 percent of the City's FY 2022 funds to acquisition projects.

The City currently has POS funds encumbered for the following development projects: *Greenbelt Aquatic and Fitness Center Phase II improvements and Buddy Attick Park Master Plan Improvements.* Including the City's FY 2022 POS allocation, the City's unencumbered POS balance is $1,054,561.90, with at least $472,404 being required to be used for acquisition projects.

For FY 2022 staff is proposing that $597,982.28 of unencumbered POS funds be programmed for land acquisition. Staff is also proposing that the remaining unencumbered funds be allocated to the following projects which were included in the City's FY 2021 Annual Program: *Buddy Attick Park Master Plan Improvements, Lakecrest Tennis Court, Outdoor Fitness Zone in Greenbelt Station Community and Greenbelt Youth Center Improvements.* The amount allocated towards the Youth Center Improvement project was increased by $109,597.34, representing 50 percent of the City's FY 2022 allocation.

Staff recommends City Council approve the City's FY 2022 Program Open Space Annual Program as proposed.

Greenbelt POS FY22 Allocation (002).pdf
2022 Proposed POS Annual Program.pdf

14. Briefing on the Final Environmental Impact Statement for the Proposed Relocation of the Bureau of Engraving and Printing to BARC

Suggested Action:

Reference: BEP Final EIS - Stakeholder Letter

On June 4, 2021, the Final Environmental Impact Statement (FEIS) for the proposed Replacement Currency Production Facility at the Beltsville Agricultural Research Center was released. The FEIS is available for public review until July 6. In the FEIS, the U.S. Treasury Department must respond to the substantive comments received on the DEIS. Staff is in the process of reviewing Treasury's responses to the City's comments submitted to Treasury during the DEIS period, and per instructions from Jill Grant & Associates, staff will be drafting a letter addressing concerns about new information presented in the FEIS. Jill Grant & Associates has agreed to review Staff comments. Given Council's summer schedule and the short review timeline, there will be no opportunity to present staff findings to Council; however, we anticipate Staff comments will align with Council's earlier positions. The letter and comments can be circulated to Council prior to sending for review and comment.

Staff recommends City Council authorize staff to prepare and submit a letter to the Department of the Army Corp of Engineers restating the City's opposition to the project and providing comments on new information in the FEIS, based on City Council's comments on the DEIS.

BEP Final EIS - Stakeholder Letter.pdf

15. Security Deposit Alternatives

Suggested Action:

Mayor Byrd requested this item be added to the agenda.

The motion is to have the city solicitor draft an ordinance that would give renters more options when paying security deposits. Specifically, it would require landlords with 10 or more units who charge a security deposit of more than 60% of a month's rent to offer prospective tenants the option of paying the deposit in three monthly installments.

16. Lottery for vaccinations
Suggested Action:

Mayor Byrd requested this item be added to the agenda.

17. Pedestrian Safety Issues at Greenbelt Road/Hanover Parkway Intersection
Suggested Action:

Mayor Byrd requested this item be added to the agenda. The City has received complaints regarding pedestrian safety at the intersection of Greenbelt Road and Hanover Parkway. Specific concerns are that the volume of turning vehicles does not allow pedestrians ample time to safely cross the intersection and that the crosswalk at the slip lane presents an unsafe situation for pedestrians given the volume of right turning vehicles.

Police research indicates that during the period of June 1, 2020 to June 1, 2021, there were nine crash reports filed regarding accidents at that intersection. A crash report is filed when there is an actual injury, suspected injury, or disabling damage to an involved vehicle. None of the nine reportable crashes involved pedestrians or bicycles. Staff has drafted a letter to Maryland Department of Transportation Secretary Slater requesting that the Maryland Department of Transportation State Highway Administration (MDOT SHA) study and address pedestrian safety concerns at this intersection. Staff recommends that the letter included in Council's packet be sent to Secretary Slater.

Hanover Parkway_Greenbelt Road Letter.pdf

18. School Boundary Changes
Suggested Action:

Councilmember Pope requested this item be added to the agenda.

19. Amendments to Council Standing Rules
Suggested Action:

Ms. Davis requested this item to be added to the agenda.
Proposed Amendments.pdf

20. In-person Council meetings
Suggested Action:

Mayor Pro Tem Jordan requested this item be added to the agenda.

21. Council Reports

22. Council Activities

*23. * Reappointments to Advisory Boards
Suggested Action:

Reference: Surveys

Don Rich has indicated his willingness to continue to serve on the Advisory Committee on Education (ACE).

Laurie Siegel has indicated her willingness to continue to serve on the Board of Elections (BoE).

Kristin Stenson has indicated her willingness to continue to serve on the Arts Advisory Board (AAB).

Robert Trumbule has indicated his willingness to continue to serve on the Advisory Committee on Trees (ACT).

Toni Mathewson has indicated her willingness to continue to serve on the Board of Elections (BoE).

Approval of this item on the consent agenda will indicate Council's intent to appoint them to a new term.

*24. *Letter to Federal Delegation Against Maglev
Suggested Action:

Reference:

Draft Letter, Congressman S. Hoyer, 06/14/2021
Draft Letter, Senator B. Cardin, 06/14/2021
Draft Letter, Senator C. Van Hollen, 06/14/2021

At its June 7, Council meeting Mayor Byrd requested staff draft letters the City's Congressional Delegation to reiterate the City's opposition to the Superconducting Maglev Project (SCMAGLEV).

Approval of this item on the consent agenda will indicate Council's approval of sending letters to Congressman Steny H. Hoyer, Senator Benjamin L. Cardin, and Senator Chris Van Hollen.

Letter_to_Congressman_Hoyer_06.14.21_DRAFT.pdf
Letter_to_Senator_Cardin_06.14.21_DRAFT.pdf
Letter_to_Senator_Van_Hollen_06.14.21_DRAFT.pdf

*25. *Worker's Compensation Request for Quote (RFQ) Recommendations
Suggested Action:

Reference: Memorandum, D. Martinez, 06/11/2021

Staff received the Property & Casualty Proposal for the City of Greenbelt from Janet Horenberg, the City's broker at NFP, to access our worker's compensation vendor cost for the upcoming year. In the proposal summary, there were quotes from three different vendors which include: Carolina Casualty Insurance Company/Key Risk (current vendor), Chesapeake Employers Insurance, and PMA / Old Republic Insurance Group.

Staff recommends that the City continue to allow Key Risk to support the City of Greenbelt as the worker's compensations vendor effective at the renewal of the contract June 30, 2021.

Approval of this item on the consent agenda will indicate Council's approval to renew Key Risk contract.
Memorandum, D. Martinez, 06/11/2021.pdf

*26. *Electricity Procurement
Suggested Action:

Reference:

Memorandum, B. Gaymon, 06/11/2021
Contract Agreements

It is time to renew the City's electricity supply contract—it expires in July 2021. The renewal offer would start with the July MRD (meter read date) and would be suitable for 14 months ending September 2022. The current rate is $0.06051 per Kwh, and the offered renewal rate is $0.06457/Kwh. It is important to note that each account number on the contract will have a different MRD.

Jim Sterling, Public Works Director, reviewed the contract and advised that the contract pricing seems reasonable.

Staff recommends that Council authorize staff to renew the City's electricity supply contract.

Electricity Contract Renewal.pdf
City of Greenbelt electric exhibit 6-2-21-.pdf
City of Greenbelt base agreement 6-2-21.pdf

V. MEETINGS

Meetings

Suggested Action:

meetings.pdf

Stakeholders

Stakeholder Schedule.pdf

Agenda Item No: 6a.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: COMMUNICATIONS

Subject:
Men's Heath Awareness Month Proclamation

Suggested Action:

June is National Men’s Health Month, this month is all about encouraging the men in your life to take care of their bodies by eating right, exercising, and working to prevent disease. The official symbol for the month is a blue ribbon and the purpose of Men’s Health Month is to heighten the awareness of preventable health problems and encourage early detection and treatment of diseases including cancer, heart disease, and depression.

Attachments:
Men's Health Month proc.pdf

PROCLAMATION

WHEREAS, *despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African-American men having the lowest life expectancy; and*

WHEREAS, *encouraging safe behaviors including social distancing, wearing masks, and being vaccinated will help stop the spread of COVID-19; and*

WHEREAS, *educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and*

WHEREAS, *men who are educated about the value that preventive health can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and*

WHEREAS, *fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and*

WHEREAS, *Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and*

WHEREAS, *Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and*

WHEREAS, *Greenbelters are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.*

NOW THEREFORE, *I, Colin A. Byrd, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June 2021 to be*

MEN’S HEALTH MONTH

in the City of Greenbelt and encourage all residents to pursue preventive health practices and early detection efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 14th day of June 2021.

____
Colin A. Byrd, Mayor

ATTEST: Bonita Anderson, City Clerk

Agenda Item No: 6b.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: COMMUNICATIONS

Subject:
Pollinator Week Proclamation

Suggested Action:

National Pollinator Week is June 21st – 27th, 2021. Kevin Carpenter-Driscoll, Environmental Coordinator, will be present to receive the proclamation.

Attachments:
Proclamation.pdf

PROCLAMATION

WHEREAS, *pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and*

WHEREAS, *pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and*

WHEREAS, *pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and*

WHEREAS, *the City of Greenbelt manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and*

WHEREAS, *the City of Greenbelt provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and*

NOW, THEREFORE, BE IT RESOLVED *I, Colin A. Byrd, by the authority vested in me by the residents and City Council of Greenbelt, do herby proclaim the week of June 21st – 27th, 2021*

NATIONAL POLLINATOR WEEK

and, as Greenbelt is an affiliate of ***Bee City USA***, *do urge all residents to recognize this observance.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 14th day of June 2021.*

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson
City Clerk

Agenda Item No: 6c.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: COMMUNICATIONS

Subject:
Juneteenth Proclamation

Suggested Action:

This year June 19, 2021, marks the 156th commemoration of Juneteenth. Dr. Lois Rosado, co-chair of the Greenbelt Black History and Culture Committee, will receive the proclamation on behalf of the committee.

Attachments:
Juneteenth proc.pdf

P R O C L A M A T I O N

WHEREAS, *President Abraham Lincoln first issued the Emancipation Proclamation effective January 1, 1863, freeing the enslaved people in the South.*

WHEREAS, *Juneteenth commemorates the events of June 19, 1865, when Major General Gordon Granger led Union soldiers into Galveston, Texas, bringing news that the Civil War had ended and that the Emancipation Proclamation had declared all enslaved people free nearly two and a half years earlier; and*

WHEREAS, *in 1997, during the 105th United States Congress, House Joint Resolution 56 and Senate Joint Resolution 11 were passed, officially recognizing Juneteenth Independence Day; and*

WHEREAS, *historically Juneteenth observances have not always received acknowledgment and recognition though Juneteenth is a critical component of American history as it marks a turning point in our nation and a step towards equality; and*

WHEREAS, *Juneteenth improves upon the nation's promise of life, liberty, and the pursuit of happiness; and*

WHEREAS, *Juneteenth commemorates the strength and resolve of Black and African Americans throughout our history and serves as an opportunity to celebrate the rich and numerous contributions of Black and African Americans; and*

WHEREAS, *the Greenbelt City Council recognizes the history of racism in our country and how it has led to many current-day disparities in education and job attainment, housing, and healthcare, as well as disproportionate incarceration rates for Black people; and*

WHEREAS, *June 19, 2021, marks the 156th commemoration of Juneteenth.*

NOW, THEREFORE, BE IT RESOLVED, *I, Colin A. Byrd, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June 19, 2021, as*

JUNETEENTH

to acknowledge the historical significance of the day and recommit the City to working toward the dismantling of institutionalized racism.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 14th day of June 2021.*

Colin A. Byrd
Mayor

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: Presentations
Agenda Section: COMMUNICATIONS

Subject:
Small Cities Proclamation

Suggested Action:

The National League of Cities (NLC) has declared June as Small Cities Month. Councilmembers Silke I. Pope and Edward V. J. Putens, members of the Small Cities

Steering Committee, will accept the proclamation.

Attachments:
Small Cities Month proc.pdf

PROCLAMATION

WHEREAS, *small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and*

WHEREAS, *small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and*

WHEREAS, *the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and*

WHEREAS, *state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and*

WHEREAS, *organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and*

WHEREAS, *during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small-town America; and*

WHEREAS, *the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2021 as Small Cities Month;*

NOW, THEREFORE, BE IT RESOLVED, *I, Colin A. Byrd, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June 2021, as*

SMALL CITIES MONTH

and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 14th day of June 2021.*

Colin A. Byrd
Mayor

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: LEGISLATION
Agenda Section: LEGISLATION

Subject:

Climate Emergency Resolution
- 2nd Reading

Suggested Action:

Reference: Resolution

On November 23, 2018, the United States Fourth National Climate Assessment (“NCA4”) was released and details the massive threat that climate change poses to the American economy, our environment, and climate stability, and underscores the need for immediate climate emergency action at all levels of government.

Climate justice requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of this mobilization effort at all levels of government and that they benefit first from the transition to a renewable energy economy.

Nearly hundreds of cities, districts and counties worldwide representing over millions of people collectively have recently declared or officially acknowledged the existence of a global climate emergency.

The City of Greenbelt, as a green town founded by the New Deal, can act as a global leader through continuing to build upon its renowned work related to environmentalism and sustainability.

Mayor Byrd introduced this resolution for first reading at the last meeting. It is recommended the resolution be introduced for second reading and moved for adoption tonight.

Attachments:

Resolution.pdf

Introduced: Mayor Byrd
1st Reading: June 7, 2021
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION DECLARING A CLIMATE EMERGENCY AND CALLING FOR AN IMMEDIATE EMERGENCY MOBILIZATION TO RESTORE A SAFE CLIMATE

WHEREAS, On April 22, 2016, world leaders from 174 countries and the European Union recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming well below 2°C above pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5°C; and

WHEREAS, On October 8, 2018, the United Nations International Panel on Climate Change ("IPCC") released a special report, which projected that limiting warming to the 1.5°C target this century will require an unprecedented transformation of every sector of the global economy over the next 12 years; and

WHEREAS, On November 23, 2018, the United States Fourth National Climate Assessment ("NCA4") was released and details the massive threat that climate change poses to the American economy, our environment and climate stability, and underscores the need for immediate climate emergency action at all levels of government; and

WHEREAS, According to the National Aeronautics and Space Administration (NASA)'s Goddard Institute for Space Studies (GISS), global temperatures in 2018 were .83°C (1.5°F) warmer than the 1951 to 1980 mean, and the past five years are collectively the warmest in modern history; and

The death and destruction already wrought by climate change demonstrates that the Earth is already too hot for safety, as attested by increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather; and

WHEREAS, World Wildlife Fund's 2018 Living Planet report finds that there has been 60% decline in global wildlife populations between 1970 and 2014, with causes including overfishing, pollution and climate change; and

WHEREAS, the planet has suffered from habitat loss and deforestation; and

WHEREAS, According to the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services, human activity has already severely altered 40% of the marine environment, 50% of inland waterways, and 75% of the planet's land, and it is projected that half-to-one million species are threatened with extinction, many within the next few decades; and

WHEREAS, The United States of America has disproportionately contributed to the climate and extinction emergencies and has repeatedly obstructed global efforts to transition toward a green economy, and thus bears an extraordinary responsibility to rapidly address these existential threats; and

WHEREAS, Restoring a safe and stable climate requires transformative societal and economic change on a scale not seen since World War II to reach net zero greenhouse gas emissions across all sectors, to rapidly and safely drawdown or remove all the excess carbon from the atmosphere, to end the 6th mass extinction of species, and to implement measures to protect all people and species from the increasingly severe consequences of climate change; and

WHEREAS, A sweeping overhaul of the economy that centers on equity and justice in its solutions is vital to our future and must include the following goals: dramatically expand existing renewable power sources and deploy new production capacity with the goal of meeting 100% of national power demand through renewable sources; build a national, energy-efficient, "smart" grid; upgrade every residential, industrial, commercial, and public sector or governmental building for state-of-the-art energy performance, comfort and safety; eliminate greenhouse gas emissions from manufacturing, agricultural and other industries, including by investing in local-scale agriculture in communities across the country; repair and improve transportation and other infrastructure, and upgrade water infrastructure to ensure universal access to clean water; fund massive investment in the drawdown of greenhouse gases; make "green" technology, industry, expertise, products and services a major export of the United States, with the aim of becoming the international leader in helping other countries become greenhouse gas neutral economies and bringing about a global transition; and

WHEREAS, Marginalized populations in Greenbelt and worldwide, including people of color, immigrants, indigenous communities, low-income individuals, people with disabilities, and the unhoused are already disproportionately affected by climate change, and will continue to bear an excess burden as temperatures increase, oceans rise, and disasters worsen; and

WHEREAS, Addressing climate change fairly requires a "Just Transition" from fossil fuels to clean, renewable energy that is ecologically sustainable and equitable for all people, especially those most impacted by climate change already and those who will be most impacted in the future; and

WHEREAS, Core to a Just Transition is equity, self-determination, culture, tradition, deep democracy, and the belief that people around the world have a fundamental human right to clean, healthy and adequate air, water, land, food, education, healthcare, and shelter; and

WHEREAS, Just Transition strategies were first forged by a "blue-green" alliance of labor unions and environmental justice groups who saw the need to phase out the industries that were harming workers, community health, and the planet, while also providing just pathways for workers into new livelihoods; and

WHEREAS, Just Transition initiatives shift the economy from dirty energy that benefits fossil fuel companies to energy democracy that benefits our people, environment and a clean, renewable energy economy, from funding new highways to expanding public transit, from incinerators and landfills to zero waste products, from industrial food systems to food sovereignty, from car-dependent sprawl and destructive unbridled growth to smart urban development without displacement, and from destructive over-development to habitat and ecosystem restoration; and

WHEREAS, Building a society that is resilient to the current, expected, and potential effects of climate change will protect health, lives, ecosystems, and economies, and such resilience efforts will have the greatest positive impact if the most dramatic potential consequences of climate change are taken into account; and

WHEREAS, Climate justice calls for climate resilience planning that addresses the specific experiences, vulnerabilities, and needs of marginalized communities within our jurisdiction, who must be included and supported in actively engaging in climate resilience planning, policy, and actions; and

WHEREAS, Actions to eliminate greenhouse gas emissions and/or drawdown greenhouse gases may be taken in ways that also improve resilience to the effects of climate change, and vice versa; and

WHEREAS, Climate justice requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of this mobilization effort at all levels of government and that they benefit first from the transition to a renewable energy economy; and

WHEREAS, Fairness demands the protection and expansion of workers' right to organize as well as a guarantee of high-paying, high-quality jobs with comprehensive benefits for all as the mobilization to restore a safe climate is launched; and

WHEREAS, Common sense demands that this unprecedented mobilization effort address the full suite of existential ecological threats facing humanity in a comprehensive, integrated and timely fashion; and

WHEREAS, Nearly hundreds of cities, districts and counties across the world representing over millions of people collectively have recently declared or officially acknowledged the existence of a global climate emergency, including Hoboken, Berkeley, Los Angeles, Montgomery County, Oakland, Richmond, and Santa Cruz in the United States, Bristol and London in the United Kingdom and many cities in Australia, Canada, and Switzerland; and

WHEREAS, the City of Greenbelt, as a green town founded by the New Deal, can act as a global leader through continuing to build upon its renowned work related to environmentalism and sustainability; now, therefore, be it

BE Resolved, The City Council declares a climate emergency and calls for an immediate emergency mobilization of local, state, and national governments to restore a safe climate.
Note: nothing in this resolution shall be construed as granting the city manager additional unilateral powers.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of

___________.

____

Colin A. Byrd, Mayor

ATTEST:

____

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Terri Hruby
Submitting Department: Planning
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
WMATA Trail Review Fee and Update

Suggested Action:

Reference: Memorandum, T. Hruby, 06/09/2021

Staff will provide an update on the status of the WMATA Trail project and brief Council on WMATA's review fee requirements and impact on project budget.

Attachments:
Memorandum, T. Hruby, 06/09/2021.pdf

CITY OF GREENBELT, MARYLAND
MEMORANDUM

TO: Nicole Ard, City Manager
FROM: Terri S. Hruby, Director of Planning and Community Development
DATE: June 9, 2021
SUBJECT: WMATA Trail Update

Design and Engineering

Over the last year, planning staff has been working closely with Woodlawn Development Group on the final design and engineering of the WMATA Trail. It is estimated that the final engineering plans are 65 percent complete. The following is a summary of the significant work that has been completed to date:

- Electric Design –
    - The required PEPCO easement has been prepared and sent to PEPCO for review. PEPCO has approved the electrical design for south of the access loop.
    - Woodlawn has been working closely with WMATA staff on finalizing the electric design for north of the access road. After significant evaluation and discussion WMATA has identified a path to run conduit.
    - Woodlawn is currently working to engage Verizon on the required call boxes. Electric design plans are being finalized for lights, surveillance cameras and call boxes.
- Received County approval of Stormwater Concept Plan.
- In final review with the County on Sediment Control Plan.
- Completed the County's Mandatory Referral process.
- Received certification of Tree Conservation Plan, Type II.
- Required trail easement of Parcel 84 was recorded.
- Geotechnical report completed.
- Woodlawn secured a designer for the bridge and boardwalk and issued a notice to proceed.
- Traffic control plans for Hawk signal, signage and striping work have been completed and reviewed by WMATA.

Construction Schedule

Over the next several months Woodlawn will continue to work with City and WMATA staff to complete final engineering plans. Once completed Woodlawn will submit plans to the appropriate regulatory agencies (i.e., Maryland Department of the Environment, WMATA and Prince George's County). While the project schedule is heavily dependent on agency review schedules, the current estimate for construction to start is summer of 2022.

Estimated Project Cost

To date, Woodlawn has paid $284,062 in design and engineering costs. Per the Development Agreement, Woodlawn is required to contribute $512,000 towards the trail. The last construction cost estimate (completed in September 2018) valued the project at $2.4 million. It is anticipated that project costs may increase once final bridge and boardwalk and electric/communication designs are completed. Upon completion of engineering/design plans for these elements, Woodlawn will prepare an updated cost estimate, which will be shared with City Council.

The City has submitted a Transportation Alternatives (TAP) Grant Application with a funding request of $1.67 million for this project. The announcement of award recipients is expected in early summer.

WMATA Review Fees

It is WMATA's policy that owners, developers and contractors fully fund the cost of WMATA staff review of construction projects proposed adjacent to WMATA property. In 2018, WMATA required Woodlawn Development Corporation to execute a letter of agreement and to pay $50,000 upfront to cover WMATA's administrative, engineering and operation costs. The letter stipulates that WMATA may bill for additional services once staff expenses exceed $50,000.

On May 13, 2021, Woodlawn Development Corporation received an invoice from WMATA's Office of Joint Development and Adjacent Construction (JDAC) in the amount of $100,000 for WMATA staff labor expenditures incurred between February 1, 2020 through March 31, 2021. WMATA staff has explained that the invoice underestimates their staff time, and that between March 2017 to January 2020 they did not charge Woodlawn for services, but rather charged services to the JDAC general account. WMATA also shared that providing a design alternative that allowed for an electric service connection from within their facilities required significant staff resources and will result in project savings.

The City has invested significant staff resources towards this project and is committed to constructing a $2.4+ million public trail that will directly benefit WMATA financially. Additionally, the project strengthens access to WMATA facilities and in turn increase ridership levels. City staff understands WMATA's cost recovery policy and the terms of the Letter of Agreement executed by Woodlawn Development Group and WMATA; however, payment of this invoice will constitute a significant financial commitment which was not initially anticipated. Although City Staff is sensitive to the need to move this project forward, City staff has requested Woodlawn hold payment on the May 13th invoice until City staff has had an opportunity to brief City Council.

Agenda Item No: 13.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Terri Hruby
Submitting Department: Planning
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
FY 2022 Open Space Annual Program

Suggested Action:

Reference:

Greenbelt POS FY22 Allocation
2022 Proposed POS Annual Program

The City's FY 2022 Annual Program Open Space (POS) Program is due to the Maryland-National Capital Park and Planning Commission (M-NCPPC) on June 18, 2021. The City has been notified that the County will be receiving a total of $8,209,539 in FY 2022 POS funds. Based on the results of the 2010 Census the City will be receiving $219.194.69, compared to $181,870.92 in FY 2021. The City is required to allocate at least 50 percent of the City's FY 2022 funds to acquisition projects.

The City currently has POS funds encumbered for the following development projects: *Greenbelt Aquatic and Fitness Center Phase II improvements and Buddy Attick Park Master Plan Improvements.* Including the City's FY 2022 POS allocation, the City's unencumbered POS balance is $1,054,561.90, with at least $472,404 being required to be used for acquisition projects.

For FY 2022 staff is proposing that $597,982.28 of unencumbered POS funds be programmed for land acquisition. Staff is also proposing that the remaining unencumbered funds be allocated to the following projects which were included in the City's FY 2021 Annual Program: *Buddy Attick Park Master Plan Improvements, Lakecrest Tennis Court, Outdoor Fitness Zone in Greenbelt Station Community and Greenbelt Youth Center Improvements.* The amount allocated towards the Youth Center Improvement project was increased by $109,597.34, representing 50 percent of the City's FY 2022 allocation.

Staff recommends City Council approve the City's FY 2022 Program Open Space Annual Program as proposed.

Attachments:
Greenbelt POS FY22 Allocation (002).pdf
2022 Proposed POS Annual Program.pdf

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
Department of Parks and Recreation
6600 Kenilworth Aveune Riverdale, Maryland 20737

VOICE 301-699-2527
TTY 301-699-2544
FAX 301-277-9041

May 4, 2021

Ms. Terri Hruby
City of Greenbelt
15 Crescent Road
Greenbelt, Maryland 20770

**Re: Program Open Space Allocation
City of Greenbelt**

Dear Ms. Hruby:

The FY2022 Program Open Space allocation for Prince George's County is $8,209,539. Each municipality receives a portion of the County's total allocation based on its population. Based on the results of the 2010 Census, the **City of Greenbelt will be receiving Two Hundred Nineteen Thousand One Hundred Ninety Four Dollars and Sixty-Nine Cents ($219,194.69) which represents 2.67% of the County's FY2022 POS allocation.**

Due to time constraints, we will not have a formal meeting this year. With that said, the FY2022 POS Annual Program should be submitted to this office on or before Friday, **June 18, 2021**. If you would like to schedule an individual meeting or have any questions or concerns, please email Benita.henderson@pgparks.com.

Sincerely,

Benita Henderson

Benita M. Henderson, POS Liaison
Capital Improvement Program
Park Planning and Development Division

c: Bridget Stesney, Division Chief
Aaron Waller, CIP Manager

CITY OF GREENBELT
PROGRAM OPEN SPACE
FY 2022 ANNUAL PROGRAM

Justification & Narrative Description of Projects

The following materials are intended to clarify the City of Greenbelt's submission for the FY 2022 Program Open Space (POS) Annual Program. The City's FY 2022 Annual Program includes four development projects and one land acquisition project.

Status of FY 2021 POS Annual Program & Encumbered Projects

The City's FY 2021 POS Annual Program submission consisted of five development project and one acquisition project. The City's FY 2021 development project, *Buddy Attick Park Master Plan Improvements* is anticipated to go to construction in the summer of 2021. The *Playground Renovations 2 Court Research Road* has received Board of Public Works Approval and is anticipated to be completed in FY 2022, along with the Tennis Court Improvement project. The Youth Center improvement project was placed on hold due to the COVID pandemic, but the City anticipates submitting the project for Board of Public Works approval in FY 2022.

The acquisition project, *Greenbelt Parkland Acquisition,* remains on hold as no acquisition projects have presented themselves to the City. If an opportunity arises the City will revise its annual program to be more site specific.

Justification for FY 2022 Projects

The City is strongly committed to protecting diminishing open space resources and providing quality recreational facility for its residents. The City's philosophy and policy commitment to this goal are set forth in the City's adopted goals action plan. This goals action plan includes an open space component, which defines a broad goal "to protect and increase Greenbelt's open space," and then spells out 12 objectives to achieve this goal.

The following is a brief description of and justification for the City's proposed development projects:

Buddy Attick Park Master Plan Improvements (D-G1): In 1992, the Greenbelt City Council adopted the Buddy Attick Park Master Plan. The 90+ acre park provides a wide variety of recreational opportunities to the City's residents, as well as visitors from around the Washington Metropolitan region. This project involves implementing certain recommendations of the Master Plan including implementing "green" parking lot improvements, installing a kiosk at the main entrance to the park and redesigning the entrance to the park from parking facilities.

PROGRAM OPEN SPACE
FY 2022 ANNUAL PROGRAM

Justification & Narrative Description of Projects (continued)

The City has received grant funding to implement certain aspects of this project. Planning and engineering are complete for this project and the City is currently in the Prince George's County permitting process, and anticipates this project going to construction within the next few months.

The project is consistent with the 2009 Maryland Planning Visions and the Prince George's County Park and Recreation Goals. The project will involve public participation in the planning and design of improvements. The project supports the City's commitment to resource conservation, land stewardship and the provision of high quality sustainable recreational/environmental resources.

Lakecrest Tennis Court Improvements (D-G2): This project proposes to undertake improvements to two courts at the Lakecrest Tennis Courts. The courts are in poor condition and in need of resurfacing and minor repairs. Work to be undertaken includes new color coating and minor surface repairs as needed. As part of this project the City plans to engage the community to determine if there is community interest in converting the courts to pickleball courts. Depending on the outcome of the community engagement process the courts will be color coated for tennis and/or pickleball. The courts are widely used and have benefited from Program Open Space funding in the past.

The project is consistent with the 2009 Maryland Planning Visions and the Prince George's County Park and Recreation Goals. The project supports the City's commitment to resource conservation, land stewardship and the provision of high quality sustainable recreational/environmental resources.

Outdoor Fitness Zone at Greenbelt Station Neighborhood (D-G3): Greenbelt Station is a newly developed townhouse and multi-family community in Greenbelt West. The Community benefits from a beautiful trail system and has a central park area owned by the City. While the community is well served by parkland, it is in need of formal recreational amenities. This project proposes the installation of an Outdoor Fitness Center on City owned parkland within the community. The Outdoor Fitness Zone will provide residents with free access to exercise equipment and will promote an active and healthy lifestyle for all residents.

The project is consistent with the 2009 Maryland Planning Visions and the Prince George's County Park and Recreation Goals. The project supports the City's commitment to resource conservation, land stewardship, community design and the provision of high quality sustainable recreational/environmental resources.

Youth Center Improvements (D-G4): This project proposes phased improvements to the Greenbelt Youth Center consisting of storefront improvements, building upgrades, exterior improvements (i.e., shade structure, site amenities, etc.) and energy efficiency

PROGRAM OPEN SPACE
FY 2022 ANNUAL PROGRAM

Justification & Narrative Description of Projects (continued)

improvements (i.e., new HVAC equipment, roof replacement and window replacement). The Greenbelt Youth Center is located in Historic Greenbelt and is home to camps, sports and fitness programs, recreation classes, drop in activities, community meeting space and office space. The facility is one of the City's premier recreation centers and is heavily used by persons of all ages throughout the year.

The project is consistent with the 2009 Maryland Planning Visions and the Prince George's County Park and Recreation Goals. The project supports the City's commitment to resource conservation, land stewardship and the provision of high quality sustainable recreational/environmental resources.

Greenbelt Parkland Acquisition (A-G1): This project proposes the acquisition of unspecified acres of undeveloped land for use as passive and/or active parkland. While the City is not able to identify a specific parcel of land for acquisition at this time, by including this project in its annual program it will be in a better position to react if a parcel of land becomes available that the City has identified as having open space/recreation value. This project is consistent with both the City's goal to protect open space as well as the State's 2009 Planning Visions that advocate environmental protection, resource conservation and local stewardship efforts.

VISION STATEMENTS
City of Greenbelt

FY 2022

DEVELOPMENT PROJECTS:	
D-G1	Buddy Attick Park Master Plan Improvements
D-G2	Lakecrest Tennis Court Improvements
D-G3	Outdoor Fitness Zone at Greenbelt Station
D-G4	Youth Center Improvements
AQUISTION PROJECTS:	
A-G1	Greenbelt Parkland Acquisition

VISION STATEMENTS – FY 2022	
DEVELOPMENT PROJECT	
PROJECT ID	**PROJECT NAME, PROJECT DESCRIPTION**
D-G1	*Buddy Attick Park Master Plan Improvements* - In 1992, the Greenbelt City Council adopted the Buddy Attick Park Master Plan. The 90+ acre park provides a wide variety of recreational opportunities to the City's residents, as well as visitors from around the Washington Metropolitan region. This project involves implementing certain recommendations of the Master Plan including parking lot improvements and a kiosk located at the main entrance to the park. The project is consistent with the 2009 Sate planning visions.
D-G2	*Lakecrest Tennis Court Improvements:* This project proposes to undertake improvements to two courts at the Lakecrest Tennis Courts. Work includes new color coating and minor surface repairs as needed. The project is consistent with the 2009 State Planning visions including but not limited to community design, public participation, and stewardship.
D-G3	*Outdoor Fitness Zone at Greenbelt Station Neighborhood* – The project proposes to install an outdoor gym on city parkland in the City's newest residential development to provide free access to top quality exercise equipment. This project is consistent with the 2009 State Planning visions including but not limited to community design, public participation, quality of life and sustainability and stewardship.
D-G4	*Youth Center Improvements* – This project proposes phased improvements to the Greenbelt Youth Center. Improvements include upgrades to storefront and office windows, roof replacement, replacement of mechanical equipment and associated outdoor improvements including shade structure and site amenities. This project is consistent with the 2009 State Planning visions included but not limited to stewardship, community design and sustainability.

ROGRAM OPEN SPACE
ANNUAL PROGRAM FOR DEVELOPMENT
FISCAL YEAR 2022

	Project ID	Project Name & Project Description	Acreage	Source of Funds for Annual Program Only			
			Project	Total	Local	State (POS Local Funds)	Federal
City of Greenbelt	D-G1	**Description:** Buddy Attick Park Master Plan Improvements: Requesting additional monies for the Implementation of the Buddy Attick Park Master Plan recommendations to include gateway improvements, parking lot retrofits (greening) and kiosk. Prior years: $4,840.66 FY 2008: $27,689.30 FY 2018: $28,385.97 FY 2020: $37,656.00	75	$123,214.93	$24,643.00	$98,571.93	
City of Greenbelt	D-G2	**Description:** Lakecrest Tennis Court Improvements: This project proposes to undertake improvements to two courts at the Lakecrest Tennis Courts. Work includes new color coating and minor surface repairs as needed. The city is also exploring community interest in converting courts to pickleball courts as improvements are completed. FY 2020: $30,000.00	2 courts	$40,000.00	$10,00.00	$30,000.00	
City of Greenbelt	D-G3	**Description:** Outdoor Fitness Zone at Greenbelt Station Neighborhood – Install an outdoor gym on city parkland to provide free access to top quality exercise equipment. FY 2020: $22,500.00 FY 2021: $90,000.00		$150,000.00	$37,500.00	$112,500.00	
City of Greenbelt	D-G4	**Description:** Youth Center Improvements – Initiate phased improvements to the Greenbelt Youth Center including upgrades to storefront and office windows, roof replacement, replacement of HVAC system and outdoor improvements including shade structure and amenities. FY 2009: $11,814.00 FY 2018: $93,160.94 FY 2021: $935.46 FY 2022: $109,597.34		$287,343.74	71,836.00	$215,507.74	

VISION STATEMENTS – FY2022	
ACQUISITION PROJECTS	
PROJECT ID	**PROJECT NAME, PROJECT DESCRIPTION**
A-G1	*Greenbelt Parkland Acquisition* – This project proposes the acquisition of undeveloped land within the City to provide increased recreational opportunities and/or for conservation purposes. A specific parcel has not been identified at this time, but the City wants to position itself to be in a financial position to acquire land for open space purposes as the opportunity arises. The project supports the following 2009 State planning visions: Quality of Life and Sustainability, Environmental Protection, Resource Conservation and Stewardship.

PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR ACQUISITION
FISCAL YEAR 2022

Sponsor	Project ID	Project Name, (Project Description)	Acreage			Source of Funds for Annual Program Only			
			Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
City of Greenbelt	A-G1	**Description:** Parkland Acquisition – Acquisition of unspecified acres of land to provide recreational opportunities and/or trail connections within the City. FY 2014: $62,948.58 FY2018: $6,810.44 FY 2019: $219,305.52 FY 2020: $108,384.93 FY 2021: $90,935.46 FY 2022: $109,597.35	To be deter-mined		To be deter-mined	$597,982.28		$597,982.28	

CITY OF GREENBELT
PROGRAM OPEN SPACE
ANNUAL PROGRAM – RESERVE FUNDS
FISCAL YEAR 2022

Development Reserve Funds[1]:

Fiscal Year	Amount
Prior Year Funding	$4,840.66[2]
FY 2008	$27,689.30
FY 2009	$11,814.00
FY 2018	$128,357.35
FY 2019	$109,652.76
FY 2020	$99,270.46
FY 2021	$90,935.46
FY 2022	$109,597.34

Acquisition Reserve Funds[3]:

Fiscal Year	Amount
FY 2014	$62,948.58
FY 2019	$109,652.76
FY 2020	$99,270.47
FY 2021	$90,935.46
FY 2022	$109,597.35

TOTAL = $1,054,561.90

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[1] Development monies can be used towards acquisition projects

[2] Monies reverted from Springhill Lake Recreation Center Expansion project

[3] M-NCPPC approved 100 percent of FY 2016, FY 2017 & FY 2018 allocations to be used towards development projects.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
Briefing on the Final Environmental Impact Statement for the Proposed Relocation of the Bureau of Engraving and Printing to BARC

Suggested Action:

Reference: BEP Final EIS - Stakeholder Letter

On June 4, 2021, the Final Environmental Impact Statement (FEIS) for the proposed Replacement Currency Production Facility at the Beltsville Agricultural Research Center was released. The FEIS is available for public review until July 6. In the FEIS, the U.S. Treasury Department must respond to the substantive comments received on the DEIS. Staff is in the process of reviewing Treasury's responses to the City's comments submitted to Treasury during the DEIS period, and per instructions from Jill Grant & Associates, staff will be drafting a letter addressing concerns about new information presented in the FEIS. Jill Grant & Associates has agreed to review Staff comments. Given Council's summer schedule and the short review timeline, there will be no opportunity to present staff findings to Council; however, we anticipate Staff comments will align with Council's earlier positions. The letter and comments can be circulated to Council prior to sending for review and comment.

Staff recommends City Council authorize staff to prepare and submit a letter to the Department of the Army Corp of Engineers restating the City's opposition to the project and providing comments on new information in the FEIS, based on City Council's comments on the DEIS.

Attachments:
BEP Final EIS - Stakeholder Letter.pdf

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, BALTIMORE DISTRICT
2 HOPKINS PLAZA
BALTIMORE, MD 21201

June 4, 2021

RE: Final Environmental Impact Statement (EIS) for the Proposed Construction and Operation of a Currency Production Facility (CPF) within the National Capital Region (NCR).

Dear Sir/Madam,

On June 4, 2021, the US Department of the Treasury (Treasury), Bureau of Engraving and Printing (BEP), published its Final EIS and Finding of No Practicable Alternative (FONPA) for the proposed Replacement CPF within the NCR (Proposed Action). The Final EIS analyzes potential environmental, cultural, and socioeconomic impacts, and identifies mitigation measures, associated with Treasury's Proposed Action.

Printed copies of the Final EIS, including the FONPA, are available at the Puente Library at Capitol Technology University and the Thurgood Marshall Library at Bowie State University until July 6, 2021, or you may review the Final EIS and FONPA online at https://www.nab.usace.army.mil/Home/BEP-Replacement-Project/. If you cannot access the materials online or at the libraries, you may request hard copies of the materials via the contact information provided below. Treasury has also prepared a Spanish-language Executive Summary of the Final EIS, which is available at the libraries and on the project website.

Treasury previously made the Draft EIS available for a public review and comment period between November 6 and December 21, 2020, including a virtual public meeting on December 2, 2020. Treasury considered and addressed in the Final EIS comments received on the Draft EIS during the comment period.

Based on the thorough analysis presented in the Final EIS, Treasury will prepare and execute its ROD announcing which Alternative is environmentally preferable, which Alternative it selects for implementation (be it the Preferred Alternative or the No Action Alternative), and which mitigation measures it will implement to reduce potential adverse impacts. Finalization of the ROD will occur after July 6, 2021.

For further information, please contact Mr. Harvey Johnson, USACE – Baltimore District: (1) by email to: BEP-EIS@usace.army.mil; (2) by phone at: (410) 977-6733; or (3) by mail to: ATTN: Bureau of Engraving and Printing (BEP) Project EIS, US Army Corps of Engineers, Baltimore District Planning Division, 2 Hopkins Plaza, 10th Floor, Baltimore, MD 21201.

Sincerely,

JOHNSON.HARVEY.L.1229425958

Digitally signed by JOHNSON.HARVEY.L.1229425958
Date: 2021.05.27 16:56:20 -04'00'

Harvey Johnson
Programs and Project Management Division
USACE – Baltimore District

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
Security Deposit Alternatives

Suggested Action:

Mayor Byrd requested this item be added to the agenda.

The motion is to have the city solicitor draft an ordinance that would give renters more options when paying security deposits. Specifically, it would require landlords with 10 or more units who charge a security deposit of more than 60% of a month's rent to offer prospective tenants the option of paying the deposit in three monthly installments.

Attachments:

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
Lottery for vaccinations

Suggested Action:

Mayor Byrd requested this item be added to the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
Pedestrian Safety Issues at Greenbelt Road/Hanover Parkway Intersection

Suggested Action:

Mayor Byrd requested this item be added to the agenda. The City has received complaints regarding pedestrian safety at the intersection of Greenbelt Road and Hanover Parkway. Specific concerns are that the volume of turning vehicles does not allow pedestrians ample time to safely cross the intersection and that the crosswalk at the slip lane presents an unsafe situation for pedestrians given the volume of right turning vehicles.

Police research indicates that during the period of June 1, 2020 to June 1, 2021, there were nine crash reports filed regarding accidents at that intersection. A crash report is filed when there is an actual injury, suspected injury, or disabling damage to an involved vehicle. None of the nine reportable crashes involved pedestrians or bicycles. Staff has drafted a letter to Maryland Department of Transportation Secretary Slater requesting that the Maryland Department of Transportation State Highway Administration (MDOT SHA) study and address pedestrian safety concerns at this intersection. Staff recommends that the letter included in Council's packet be sent to Secretary Slater.

Attachments:
Hanover Parkway_Greenbelt Road Letter.pdf

Mr. Gregory Slater
Secretary of Transportation
Office of Secretary
Maryland Department of Transportation
Harry R. Hughes Department of Transportation Building
7291 Corporate Center Drive
Hanover, MD 21076

RE: Pedestrian Safety at the Hanover Parkway and Greenbelt Road Intersection

Dear Secretary Slater:

This letter is to bring to your attention significant concerns that have been raised about pedestrian safety at the intersection of Greenbelt Road and Hanover Parkway in the City of Greenbelt. At the Greenbelt Road/Hanover Parkway intersection, a slip lane exists that allows for vehicles to make a right-turning movement from eastbound Greenbelt Road onto Hanover Parkway. There are also signalized left-turns from eastbound and westbound Greenbelt Road onto Hanover Parkway. This intersection is heavily trafficked and provides access to important locations including the Greenway Shopping Center, Eleanor Roosevelt High School, and transit stops. For reference an aerial photograph of the intersection is attached to this letter.

The City of Greenbelt has received several safety complaints from pedestrians about this intersection. Specific concerns are that the volume of turning vehicles does not allow pedestrians ample time to safely cross the intersection within one signal, leaving pedestrians vulnerable in a busy intersection, and that the crosswalk at the slip lane presents an unsafe situation for pedestrians given the volume of right turning vehicles. As a result of these concerns, the City of Greenbelt is requesting that the Maryland Department of Transportation State Highway Administration (MDOT SHA) study this intersection and identify appropriate pedestrian safety improvements, including, but not limited to, a leading pedestrian interval signal and additional pavement markings.

Thank you for your consideration of this request. Should you have any questions or require any additional information please do not hesitate to contact Molly Porter, Community Planner, at (240) 542-2042 or mporter@greenbeltmd.gov.

Sincerely,

Colin A. Byrd
Mayor

Emmett V. Jordan
Mayor Pro Tem

Judith F. Davis
Council Member

Leta M. Mach
Council Member

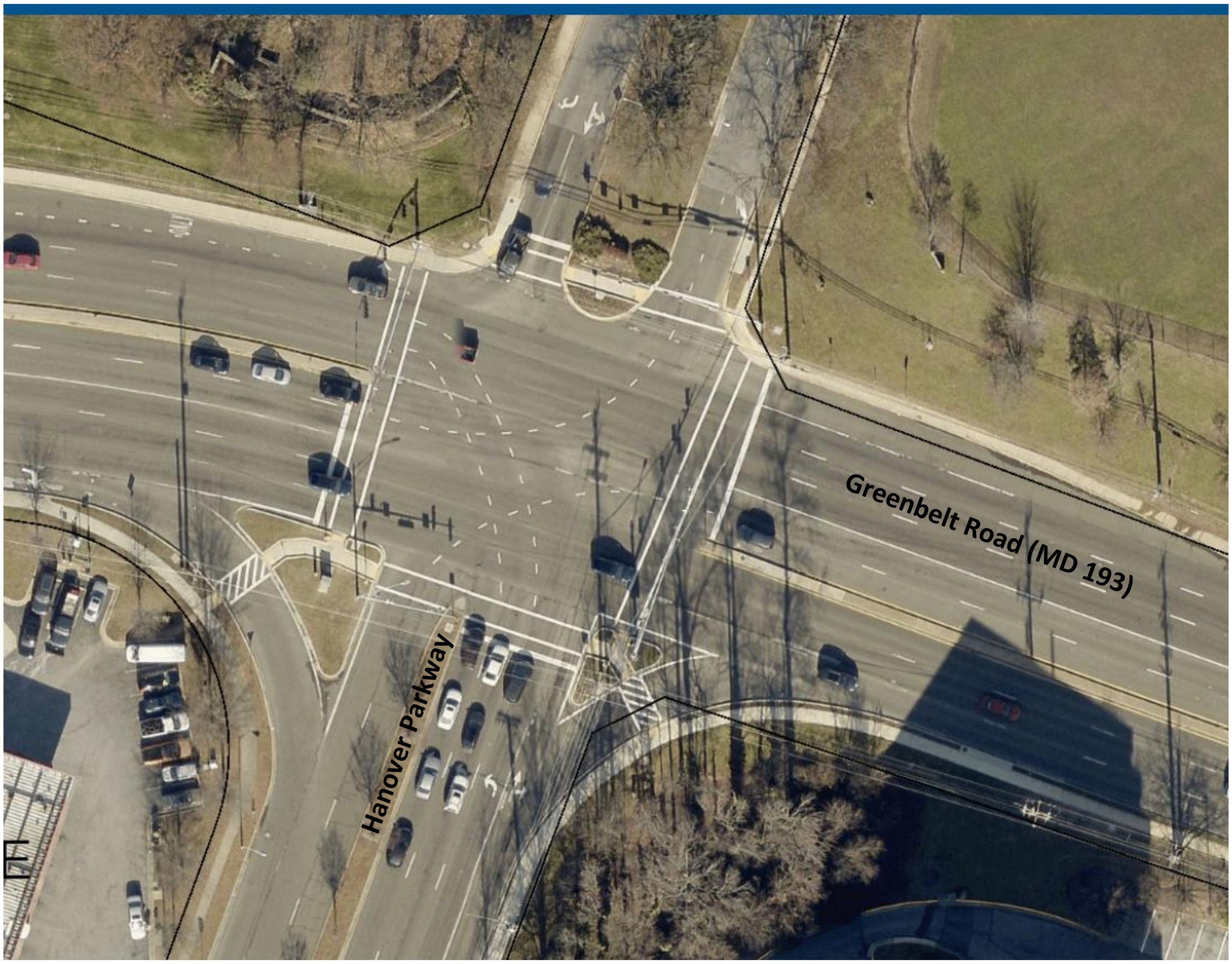
Silke I. Pope
Council Member

Edward V.J. Putens
Council Member

Rodney M. Roberts
Council Member

cc:

City Council
Nicole Ard, City Manager
Terri Hruby, Director of Planning and Community Development
Christopher Bishop, Interim/Acting Prince George's County Government and Community Relations Manager
Peter Campanides, Assistant District 3 Engineer



Arial Photograph: Greenbelt Road (MD 193) and Hanover Parkway Intersection

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
School Boundary Changes

Suggested Action:

Councilmember Pope requested this item be added to the agenda.

Attachments:

Agenda Item No: 19.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
Amendments to Council Standing Rules

Suggested Action:

Ms. Davis requested this item to be added to the agenda.

Attachments:
Proposed Amendments.pdf

PROPOSED AMENDMENTS TO THE STANDING RULES FOR THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND

I. COUNCIL MEETINGS

8. Meetings of Council Open to the Public (p. 5-6)

All meetings of the Council, with the exception of closed sessions authorized by applicable state law, shall be open to the public. Residents (Citizens) of the city and others shall have a reasonable opportunity to be heard on any matter being considered at the meeting. Persons (Citizens) desiring to speak on a matter being considered by the Council shall raise their hands, physically or virtually, in front of Council and, after being recognized by the presiding officer, shall identify themselves and their place of residence, shall confine themselves to the question under debate, avoid personalities, and refrain from impugning the motives of any Councilmember's argument or vote or the statements of any other resident (citizen) or person. Residents of Greenbelt shall have precedence over others in being recognized. No person (citizen) shall speak more than once upon any one subject until every other person (citizen) choosing to speak thereon shall have spoken, and no person (citizen) shall speak for longer (delete time) than three minutes at any one time without the consent of Council.

VIII. AGENDA

4. Petitions and Requests (p. 13)

Petitions and requests are defined to include any communication addressed to the City, City Manager, Council (as a body) or all individual members of Council, making any specific or general request requiring Council action. Written communications shall be first received by the Council, after which the Council shall receive petitions and requests from residents of the City (citizens) present physically or virtually at the meeting,

Agenda Item No: 20.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section: OTHER BUSINESS

Subject:
In-person Council meetings

Suggested Action:

Mayor Pro Tem Jordan requested this item be added to the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
* Reappointments to Advisory Boards

Suggested Action:

Reference: Surveys

Don Rich has indicated his willingness to continue to serve on the Advisory Committee on Education (ACE).

Laurie Siegel has indicated her willingness to continue to serve on the Board of Elections (BoE).

Kristin Stenson has indicated her willingness to continue to serve on the Arts Advisory Board (AAB).

Robert Trumbule has indicated his willingness to continue to serve on the Advisory Committee on Trees (ACT).

Toni Mathewson has indicated her willingness to continue to serve on the Board of Elections (BoE).

Approval of this item on the consent agenda will indicate Council's intent to appoint them to a new term.

Attachments:

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Holly Simmons
Submitting Department: Planning
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
*Letter to Federal Delegation Against Maglev

Suggested Action:

Reference:

Draft Letter, Congressman S. Hoyer, 06/14/2021
Draft Letter, Senator B. Cardin, 06/14/2021
Draft Letter, Senator C. Van Hollen, 06/14/2021

At its June 7, Council meeting Mayor Byrd requested staff draft letters the City's Congressional Delegation to reiterate the City's opposition to the Superconducting Maglev Project (SCMAGLEV).

Approval of this item on the consent agenda will indicate Council's approval of sending letters to Congressman Steny H. Hoyer, Senator Benjamin L. Cardin, and Senator Chris Van Hollen.

Attachments:
Letter_to_Congressman_Hoyer_06.14.21_DRAFT.pdf
Letter_to_Senator_Cardin_06.14.21_DRAFT.pdf
Letter_to_Senator_Van_Hollen_06.14.21_DRAFT.pdf

June 14, 2021

The Honorable Congressman Hoyer
1705 Longworth House Office Building
Washington, D.C. 20515

Submitted via email to alexis.covey-brandt@mail.house.gov

Dear Congressman Hoyer:

On May 24, your office received the City of Greenbelt's comments in response to the Notice of Availability of the Draft Environmental Impact Statement (DEIS) and Draft Section 4(f) Evaluation for the Baltimore-Washington Superconducting Maglev Project (SCMAGLEV). Now that the SCMAGLEV DEIS public comment period has concluded, <u>we are writing to reiterate our staunch opposition to the SCMAGLEV. We urge you to join us in opposition to this project.</u>

Greenbelt's comments on the DEIS, which were endorsed by the City of College Park and the Town of Landover Hills, uncovered 222 pages' worth of errors and omissions in the DEIS. Chief among these are that the Project's ridership estimates and related projections (including travel time savings, induced travel, and reliability benefits) are grossly over-inflated, leading to further inflation of estimated congestion relief and projected revenues. Norman Marshall, President and founder of Smart Mobility, Inc., who assisted the City with our review, found that "the DEIS overestimates travel time savings and reliability benefits by a factor of five or more. Three quarters of the purported economic benefits of SCMAGLEV are travel time and reliability benefits and these are overestimated by a factor of 15 or more. . . . The other significant economic benefits calculations in the DEIS rest both on inflated ridership and on unreliable vehicle miles traveled (VMT) multipliers." As Mr. Marshall states, "The supposed congestion relief for non-SCMAGLEV travelers will not materialize. Instead, construction of the SCMAGLEV will create a two-tier system with a fast ride for the affluent and negative consequences for everyone else." Further, the DEIS does not address who will pay the billions of dollars needed to construct the SCMAGLEV and does not demonstrate that operating and maintenance costs will be offset by revenues, leading to huge unanswered questions regarding the financial viability of the Project and the possible need for public subsidies.

Very concerning to the City is that BWRR, the entity that would design, construct, and operate the SCMAGLEV, is grossly misrepresenting job creation projections in their public advertisements. BWRR advertises job creation that is eight times higher for construction jobs and over thirty times higher for permanent jobs when compared to information in the Draft Environmental Impact Statement prepared for the project by the Federal Railroad Administration. Additionally, the project is not "green". It will increase energy consumption by the equivalent of approximately 88,900 homes per year during operations. It is unclear if the regional transmission organization will be able to meet this increased need or what the impacts on reliability and consumer prices may be.

The project would also destroy key amenities and infrastructure that you and your predecessor, the late Congresswoman Gladys Noon Spellman, have been instrumental in securing within the City. In the early 1990s, you were important in making available over half a million dollars in National Park Service funds to assist the City in purchasing 100 acres of forested land that is now part of the City's Forest Preserve. In exchange, the City granted the NPS a scenic easement on 60 acres of this land. The Forest Preserve and the NPS easement would be directly and adversely impacted by the SCMAGLEV.

Additionally, the DEIS states that the project will result in the closing of the Spellman Overpass, an important piece of pedestrian and bicycle infrastructure linking Greenbelt East and historic Greenbelt, which required the efforts of Congresswoman Spellman and the coordination of the City, the National Park Service, and the Federal Highway Administration over nearly six years to construct.

This project will not benefit District 5 communities and neighborhoods along the proposed route. The Project would harm human health and the environment, destroy parkland, adversely affect the true public transit options that serve the area, and generally reduce the quality of life of your constituents. These negative impacts would disproportionately fall on environmental justice communities along the proposed routes, while the Project would provide benefits to only a small minority of people who are wealthy enough to afford the high fares and fortunate enough to live near one of its stations, of which there are only three.

In summary, this proposed SCMAGLEV project will negatively impact the natural environment and reduce the quality of life for residents of our City and surrounding communities. The inaccurate information and inflated benefits portrayed in the DEIS – as well as the information entirely hidden from public view – has added fuel to years-long local opposition to the SCMAGLEV Project. In our letter to the FRA, we voice staunch opposition to the SCMAGLEV and request that the agency halt its consideration and stop wasting taxpayer dollars on this harmful and unnecessary project. As the people's representative, we call on you to represent the people's interests when it comes to the SCMAGLEV. We urge you to join us in supporting the No Build option for this ill-conceived project.

Sincerely,

____

Colin A. Byrd
Mayor

Emmett V. Jordan Mayor Pro Tem	Judith F. Davis Council Member
Leta M. Mach Council Member	Silke I. Pope Council Member

Edward V.J. Putens Council Member	Rodney M. Roberts Council Member

cc: Governor Larry Hogan
Secretary Pete Buttigieg, DOT
Greenbelt City Council
Nicole Ard, City Manager
Terri Hruby, Director of Planning & Community Development

June 14, 2021

The Honorable Senator Cardin
509 Hart Senate Office Building
Washington, D.C. 20510

Submitted via email to ben_cardin@cardin.senate.gov

Dear Senator Cardin:

On May 24, your office received the City of Greenbelt's comments in response to the Notice of Availability of the Draft Environmental Impact Statement (DEIS) and Draft Section 4(f) Evaluation for the Baltimore-Washington Superconducting Maglev Project (SCMAGLEV). Now that the SCMAGLEV DEIS public comment period has concluded, <u>we are writing to reiterate our staunch opposition to the SCMAGLEV. We urge you to join us in opposition to this project.</u>

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cc: Governor Larry Hogan
Secretary Pete Buttigieg, DOT
Greenbelt City Council

Nicole Ard, City Manager
Terri Hruby, Director of Planning & Community Development

June 14, 2021

The Honorable Senator Van Hollen
110 Hart Senate Office Building
Washington, D.C. 20510

Submitted via email to chris.vanhollen@vanhollen.senate.gov

Dear Senator Van Hollen:

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Council Member

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Council Member

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Rodney M. Roberts
Council Member

cc: Governor Larry Hogan
Secretary Pete Buttigieg, DOT
Greenbelt City Council

Nicole Ard, City Manager
Terri Hruby, Director of Planning & Community Development

Agenda Item No: *25.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department:
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
*Worker's Compensation Request for Quote (RFQ) Recommendations

Suggested Action:

Reference: Memorandum, D. Martinez, 06/11/2021

Staff received the Property & Casualty Proposal for the City of Greenbelt from Janet Horenberg, the City's broker at NFP, to access our worker’s compensation vendor cost for the upcoming year. In the proposal summary, there were quotes from three different vendors which include: Carolina Casualty Insurance Company/Key Risk (current vendor), Chesapeake Employers Insurance, and PMA / Old Republic Insurance Group.

Staff recommends that the City continue to allow Key Risk to support the City of Greenbelt as the worker's compensations vendor effective at the renewal of the contract June 30, 2021.

Approval of this item on the consent agenda will indicate Council’s approval to renew Key Risk contract.

Attachments:
Memorandum, D. Martinez, 06/11/2021.pdf

MEMORANDUM

TO: Nicole Ard, City Manager

CC: Bertha Gaymon, City Treasurer

FROM: Dawane Martinez, HR Director

DARTE: June 11, 2021

SUBJECT: Worker's Compensation RFQ recommendations

On Tuesday June 8, 2021, we received the Property & Casualty Proposal for the City of Greenbelt from Janet Horenberg, our broker at NFP, to access our worker's compensation vendor cost for the upcoming year. In the proposal summary, there were quotes from three different vendors which include: Carolina Casualty Insurance Company/Key Risk (current vendor), Chesapeake Employers Insurance and PMA / Old Republic Insurance Group.

The quotes were based on the following data below:

I. Greenbelt's Employer's Liability limits

PART II – EMPLOYERS LIABILITY

COVERAGE	LIMIT
Each Accident	$100,000
Disease – Policy Limits	$500,000
Disease – Each Employee	$100,000

II. Prior (3) years estimated losses from (2018, 2019, 2020)

NET COST OF PROGRAM (BASED ON ACTUAL PRIOR LOSS YEARS)

Estimated Losses	Deductible Premium	Terror, Catastrophe, Exp. Constant	Claims Fees	Indicated Ultimate Cost
2015: $306,360	$263,321	$10,664	$24,925	$605,270
2016: $294,145	$263,321	$10,664	$18,040	$586,170
2017: $630,538	$263,321	$10,664	$20,880	$925,403
2018: $573,857	$263,321	$10,664	$16,265	$864,107
2019: $246,838	$263,321	$10,664	$15,900	$536,723
2020: $587,318*	$263,321	$10,664	$13,145	$874,448
Average: $439,843	$263,321	$10,664	$18,088	$731,916

*Large loss of $947,969 limited to $350,000

The policy period for the worker's compensation proposals are for (1) year beginning June 30, 2021 to June 30, 2022.

Vendor Background/ Proposal Summaries:

I. ***Carolina Casualty Insurance Company/Key Risk Background/ Proposal Summary*** *(Current Vendor)*

a) Background

- Carolina Casualty Insurance Company/Key Risk, has over 35 years of proven expertise in the workers compensation industry, Key Risk delivers innovative and responsive solutions that provide our clients the freedom to do what they do best. Offering guaranteed cost options to employers nationwide, Key Risk focuses on delivering products and services within specialized verticals to reduce workers compensation exposures and deliver industry-leading results. All products and services are distributed through appointed insurance agents and brokers.

b) Proposal Summary

- The Carolina Casualty Insurance Company/Key Risk Insurance Company has been providing worker's compensation services to the City of Greenbelt, since 2018. They are offering a premium discount savings of $98, 089. Key Risk is also offering a (Guaranteed Cost) of $835,283, total premium.

TOTAL PREMIUM CALCULATIONS		
Estimated Standard Premium		$427,585
Experience Modification Factor	2.14	$487,447
Premium Discount	.1072	-$98,089
Expense Constant		$320
Terrorism	.09	$14,744
Catastrophe	.02	$3,276
TOTAL MODIFIED PREMIUM		**$835,283**

EXPIRING PREMIUM	$629.568
EXPIRING EXPERIENCE MODIFICATION FACTOR	1.96

II. ***Chesapeake Employers Insurance Background/ Proposal Summary***

a) Background

- Chesapeake Employers' Insurance Company has specialized in providing workers' compensation insurance to Maryland businesses since 1914. As the largest writer of workers' compensation insurance in Maryland, Chesapeake Employers continues to offer an array of consumer-driven products and services that generate value for our policyholders and ensure accurate and timely benefits for injured workers. They have an integrated safety and benefits delivery system, and a focus on quality medical care with a return-to-work objective, Chesapeake Employers' system is designed to work with policyholders and their injured employees.

b) Proposal Summary

- The Chesapeake Employers Insurance was the previous workers compensation insurance company for the City of Greenbelt until June 2018, until we switched to the current provider Key Risk due to them offering a 10% reduction rate in cost. Chesapeake insurance is now offering a discount of $369,715 (Scheduled Modification), which is a **onetime discount** and $116,630 (Premium Discount). This brings the total discounts on the proposal to a savings of $486,345. The total premium for 2021 would be $775,273 as a (Guaranteed Cost).

TOTAL PREMIUM CALCULATIONS		
Estimated Standard Premium		$585,641
Experience Modification Factor	2.14	$667,631
Schedule Modification	.705	-$369,715
Premium Discount	.132	-$116,630
Expense Constant		$155
Terrorism	.04	$6,553
Catastrophe	.01	$1,638
TOTAL MODIFIED PREMIUM		**$775,273**
DEPOSIT PREMIUM (10 INSTALLMENT PLAN)		$155,055

III. Insurance and PMA / Old Republic Insurance Group Background/ Proposal Summary

a) Background

- Insurance and PMA / Old Republic Insurance Group has over 100 years providing risk management solutions and services, specializing in workers' compensation, offering Property and Casualty insurance, and TPA & Risk Services. Their integrated services include: underwriting, claims, managed care, risk control and account management, PMA Cinch and a risk management information system.

b) Proposal Summary

- The Insurance and PMA / Old Republic Insurance Group is offering optional pre-funded large deductible coverage, where the City of Greenbelt would assume a portion of its own risk in the form of a per occurrence deductible. The City would be protected from catastrophic losses by a policy aggregate loss limitation. (No Cost Guaranteed).

	Option 1: Pre-Funded $250,000 Deductible	Option 2 Pre-Funded $350,000 Deductible	Option 3 Large Deductible $250,000	Option 4 Large Deductible $350,000
Estimated Standard Premium:	$571,029	$571,029	$571,029	$571,029
Estimated Premium Discount	($59,387)	($59,387)	($59,387)	($59,387)
Estimated Deductible Credit	($211,152)	($248,321)	($194,655)	($229,659)
Estimated Program Premium	**$300,490**	**$263,321**	**$316,987**	**$281,983**
Terrorism:	$7,208	$7,208	$7,208	$7,208
Catastrophe:	$3,276	$3,276	$3,276	$3,276
Expense Constant:	$180	$180	$180	$180
Total Premium	**$311,154**	**$273,985**	**$327,651**	**$292,647**
Other Program Costs				
Estimated Claims Handling Fees	$19,450	$19,450	$19,450	$19,450
Cash for Prefund	$347,000	$376,000	N/A	N/A
Cash Escrow for Large Deductible	N/A	N/A	$25,000	$30,000
Total Up-Front Costs	$677,604	$669,435	$372,101	$342,097
Letter of Credit from Bank	N/A	N/A	$219,000	$234,000

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Workers Compensation Comparison at a Glance

Major Features:

Coverage Limits:

Each Accident
Disease – Policy Limits
Disease – Each Employee

Policy Period: 6/30/2021 to 6/30/2022 **Approved Budget Amount $862,700**

Cost Comparison:				Key Risk				Chesapeake		
Class Code	**Classification**	**Estimated Annual Payroll**		Base Rate	**Net Rate**	**Estimated Annual Premium**		**Base Rate**	**Net Rate**	**Estimated Annual Premium**
8810	Clerical Office Employees Not Otherwise Classified	$6,273,138		.13	.36	$8,155		.23	.35	$14,428
9410	Municipal, City, County or State Employees	$5,012,458		3.67	7.12	$183.958		5.00	6.60	$320,590
7720	Police Officers & Drivers	$5,096,815		4.62	8.94	$235,473		6.29	8.29	$250,623
Estimated Standard Premium						$427,585				$585,641
Experience Modification Factor						**$487,447**				**$667,631**
Scheduled Modification						**$0**				**-$369,715**
Premium Discount						**-$98,089**				**-$116,630**
Expense Constant						$320				$155
Terrorism						$14,744				$6,553
Catastrophe						$3,276				$1,638
Total Modified Premium						**$835,283**				**$775,273**
Difference in Budget Amount:						**$27,417**				**$87,427**

Recommendation:

Comparing the proposal information provided, it is recommended that the City continue to allow Key Risk to support the City of Greenbelt as the workers compensations vendor effective at the renewal of the contract June 30, 2021. Based upon conversations with the staff, they are easy to work with and they are offering a guaranteed cost. They have experience working with municipalities and they offer prevention services to assist with managing worker's compensation claims. It would minimize the city jumping to different vendors every few years. The proposal from Insurance and PMA / Old Republic Insurance Group is too risky with the large deductibles and no guaranteed cost. The city would be liable per occurrence with their pre-funded options.

Chesapeake Insurance originally quoted a higher (guaranteed cost) than Key Risk but then gave a one-time discount to come in at a lower rate for this year. There is not guarantee that the city will receive additional discounts the following year from Chesapeake and the guaranteed rate may be higher.

Agenda Item No: *26.

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS

Subject:
*Electricity Procurement

Suggested Action:

Reference:

Memorandum, B. Gaymon, 06/11/2021
Contract Agreements

It is time to renew the City's electricity supply contract—it expires in July 2021. The renewal offer would start with the July MRD (meter read date) and would be suitable for 14 months ending September 2022. The current rate is $0.06051 per Kwh, and the offered renewal rate is $0.06457/Kwh. It is important to note that each account number on the contract will have a different MRD.

Jim Sterling, Public Works Director, reviewed the contract and advised that the contract pricing seems reasonable.

Staff recommends that Council authorize staff to renew the City's electricity supply contract.

Attachments:
Electricity Contract Renewal.pdf
City of Greenbelt electric exhibit 6-2-21-.pdf
City of Greenbelt base agreement 6-2-21.pdf

CITY OF GREENBELT

MEMORANDUM

DATE: June 11, 2021

TO: Greenbelt City Council

THRU: Nicole Ard, City Manager

FROM: Bertha A. Gaymon, City Treasurer

Re: Electricity Procurement

It is time to renew the City's electricity supply contract—it expires in July 2021. The renewal offer would start with the July MRD (meter read date) and would be good for 14 months ending September 2022. The current rate is $0.06051 per Kwh and the offered renewal rate is $0.06457/Kwh. It is important to note that each account number on the contract will have a different MRD.

As a reminder, the City purchases 100% wind credits. This is the reason the contract is for 14 months instead of 12 months—the time for which we believe the solar project will be up and running. The contract was reviewed by Jim Sterling, Public Works who advised the price seems reasonable for the contract period and he is ok with the pricing.

The contract is attached for review and approval. Please note, like prior electricity contracts, the pricing changes daily and we would like to lock in the aforementioned prices as soon as possible.

EXHIBIT ES - CONFIRMATION
FIRM ELECTRIC POWER SUPPLY AND PURCHASE OF GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS

THIS FIRM ELECTRIC POWER SUPPLY CONFIRMATION is transmitted to City Of Greenbelt ("Buyer") by WGL Energy Services, Inc. ("Seller") this 6/2/2021 for the sale and delivery of Buyer's full requirements for all accounts listed on Attachment A, and is subject to the terms and conditions of the Sales Base Agreement executed by both parties. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite Utility load profile and rate classification.

TYPE OF SERVICE
Buyer will purchase and Seller will sell Electric Power Supply Service to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) network integrated transmission service including enhancements provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including reactive services, reserves and services provided by Reliability Must Run units designated by PJM, (e) auction revenue right credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable State Renewable Portfolio Standards and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver and Buyer is obligated to purchase said electricity supply service under all circumstances except Force Majeure.

Whereas, Buyer also desires to purchase Green-e® Energy Certified renewable energy credits, including the assignment of all environmental values and other credits that may result from or be associated with the renewable energy, including but not limited to SOx, NOx, and carbon dioxide, in an annual volume representing 100.0% of Buyer's total annual electricity use for the accounts listed in Attachment A. These arrangements are in addition to the Buyer's Electric Power Supply Service.

WindPower from WGL Energy is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

WindPower from WGL Energy is a Renewable Energy Certificate (REC) product. A REC represents the environmental benefits of one megawatt hour (MWh) of renewable energy that can be paired with electricity. If you purchase electricity from WGL Energy with RECs paired to a percentage of your load, your price includes the cost of this REC product. Otherwise, your electricity will be billed separately. Learn more about RECs at wglenergy.com/recs. For purposes of this Agreement, renewable energy credits shall mean one or more of the following:

National wind energy credits (credits for wind energy delivered within the United States) = 100.0% of usage.

Local wind energy credits (credits for wind energy delivered into the PJM grid) = 0.0% of usage.

Seller shall sell to Buyer, and Buyer shall purchase from Seller the renewable energy credits shown above. Seller shall provide Buyer with certificate or letter, for each calendar year, to be delivered prior to June 30th of the following calendar year, confirming the sale of renewable energy, and will verify the delivery of the renewable energy credit, representing the environmental attributes associated with the generation of electricity from renewable energy sources, including but not limited to NOx, SOx, and carbon dioxide.

If the renewable energy production source assigned fails to produce a total output sufficient to meet the sum of its contracted delivery volumes, then Seller will try to secure a prorata share of the actual output from this source, or will propose alternative supplies to Buyer. In the event that alternative supplies are not available at the contract price, Seller shall refund any amounts that were billed but not delivered.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation. The price specified below includes the price paid by Buyer to Seller for Electric Power Supply Service and for the renewable energy credit (REC).

Seller shall arrange for the delivery of the electricity into the PJM wholesale electric market in the quantities and for the term specified below. Seller shall also track all REC (Renewable Energy Credits) deliveries in an electronic attribute tracking system.

Holdover Process:
Unless Buyer and Seller agree to execute a new confirmation, this Confirmation shall remain in effect on a month-to-month basis at an applicable Monthly Fixed Price for each subsequent monthly meter read period after the end of the initial Term of this Confirmation. Each Monthly Fixed Price shall be established the 25th day of the calendar month preceding the applicable calendar month of delivery. Either party may cancel such holdover confirmation either by executing a new confirmation, or by providing written notice of cancellation. Upon the provision of such notice by either Party, Seller shall terminate the confirmation in accordance with utility drop rules and procedures.

Buyer's Utility : Pepco

Billing:
If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

Tax:
Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

Buyer Name: City Of Greenbelt

Initials:____

Term/Price - Fixed Price Capacity and Transmission Included

TERM:
From the July 2021 meter read date meter read date to the September 2022 meter read date meter read date. (14 months)

PRICE:**
For deliveries hereunder, Buyer shall pay Seller a Price equal to $0.06457/kWh.

If at any time accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in $ per Kilowatt (kw) or Kilowatt-hour (kwh) unless otherwise noted. If after this Confirmation is executed, any of Seller's PJM Costs or Utility Costs significantly increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases to Buyer by separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

Prices quoted above for Pennsylvania Electric (PNL), Delmarva Power (DPL), and Pennsylvania Power (PPC) accounts exclude PJM Costs related to Reactive Service Charges which will be charged as a separate line item on Buyer's monthly bill.

To the extent Capacity and Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the 12 months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: ______________________________ **Title:** ______________________________

Print Name: ______________________________ **Tax Exempt: Yes** _____ **No** _____ **Date:** __________
Partial _____

Seller: WGL Energy Services, Inc.

By: ______________________________ Date: ______________________________
Clinton S. Zediak, Jr., Vice-President

Account Manager: Diane Ekonomou

Property Manager: City Of Greenbelt

Initials:___

27053.226618.000: City Of Greenbelt
Attachment "A": Account Information (36 account(s))
Exhibit ES Account Data

Account Manager: Diane Ekonomou Phone: 703-287-9494 Fax: 703-287-9401

Customer	Account #	Address	LDC	Rate Class/Load Profile
City Of Greenbelt (PEM)	0500011468317002112524	9171 SPRINGHILL LN SF GREENBELT MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	05000132175477001567225	211 RIDGE RD GREENBELT MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550237815077001448398	100 Researchrd Ridge Rd Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550152655437001453932	6915 Hanover PW Greenbelt MD 20770	PEM	MGTLV/MDMGT
City Of Greenbelt (PEM)	0550150204687002059286	25 Crescent Rd Greenbelt MD 20770-1891	PEM	GS/MDND
City Of Greenbelt (PEM)	0550204392737001478496	6015 Springhill Dr Greenbelt MD 20770-3134	PEM	GS/MDND
City Of Greenbelt (PEM)	0550181812917001731126	100 Greenbelt Rd Greenbelt MD 20770	PEM	Street Lighting (SL)/SL
City Of Greenbelt (PEM)	0550179692177001938107	101 Centerway Greenbelt MD 20770-1897	PEM	MGTLV/MDMGT
City Of Greenbelt (PEM)	0550179683917001938055	99 Centerway Greenbelt MD 20770-1887	PEM	MGTLV/MDMGT
City Of Greenbelt (PEM)	0550222160597001865098	125A Centerway Greenbelt MD 20770-1802	PEM	GS/MDND
City Of Greenbelt	0550193987387001287642	145 Crescent Rd # A Greenbelt MD 20770-1804	PEM	GS/MDND
City Of Greenbelt (PEM)	0550149715477001254764	550A Crescent Rd Greenbelt MD 20770-1600	PEM	MGTLV/MDMGT
City Of Greenbelt (PEM)	0500219255037001936850	129 Centerway -Theater Geenbelt MD 20770	PEM	MGTLV/MDND
City Of Greenbelt (PEM)	0550179241217001935714	151 Centerway Greenbelt MD 20770-1802	PEM	GS/MDND
City Of Greenbelt (PEM)	0550177553017001576142	100 Greenway Center Dr Greenbelt MD 20770	PEM	MGTLV/MMGTL2B
City Of Greenbelt (PEM)	0550167274187001878430	100 10th 11th Crescent St Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550179699367001938204	15 Crescent Rd Greenbelt MD 20770-0805	PEM	/
City Of Greenbelt (PEM)	0550169289667001538070	501B Crescent Rd Greenbelt MD 20770-1670	PEM	GS/MDND
City Of Greenbelt (PEM)	0550210970627001744470	100-A Gardenway Rd Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0500051480727001877577	10 CRESCENT RD A GREENBELT MD 20770	PEM	R/RMSH
City Of Greenbelt (PEM)	0550212227107001992741	550 Crescent Rd Greenbelt MD 20770-1600	PEM	MGTLV/MDMGT
City Of Greenbelt (PEM)	0550179681107001938037	101 Centerway Greenbelt MD 20770-1897	PEM	GS/MDND
City Of Greenbelt (PEM)	0550132061927001481413	6010 SPRINGHILL DR SF GREENBELT MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550209782477001803971	20-1/2 Hillside Rd Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550213929767001147422	555A Crescent Rd Greenbelt MD 20770-1670	PEM	MGTLV/MMGTL2B
City Of Greenbelt (PEM)	0550179903957001938235	25 Crescent Rd Greenbelt MD 20770-1891	PEM	/
City Of Greenbelt (PEM)	0550154492877001463437	101 Centerway Greenbelt MD 20770-1897	PEM	/
City Of Greenbelt (PEM)	0550194683337001473053	100 Garden Baltwash Pkwy Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550144091917001658884	100 Ridgerd Research Rd Greenbelt MD 20770	PEM	Outside Lighting (OL)/SL
City Of Greenbelt (PEM)	0550237818957001449216	100 Ridgerd Laurel Hil Rd Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550152018457001449592	555D Crescent Rd Greenbelt MD 20770-1670	PEM	GS/MDND
City Of Greenbelt (PEM)	0550180042047001161773	66A Crescent Rd Greenbelt MD 20770-0803	PEM	GS/MDND
City Of Greenbelt (PEM)	0550242499267001702514	100 Gardenway Bw Pkwy Greenbelt MD 20770	PEM	Street Lighting (SL)/SL
City Of Greenbelt (PEM)	0550151610497001713870	6111 Cherrywood Ln Greenbelt MD 20770-1282	PEM	/
City Of Greenbelt (PEM)	0550164195457002004441	7515 Hanover PW Greenbelt MD 20770	PEM	GS/MDND
City Of Greenbelt (PEM)	0550236861517001896017	Greenbelt Metro Drive Greenbelt MD 20770	PEM	GS/MDND

WGL Energy
A WGL Entity

IMPORTANT - SALES TAX INFORMATION

WGL Energy Services is required to collect the applicable transaction taxes in certain jurisdictions.

It is very important that we correctly identify the tax status of each customer to complete the contracting process. If tax status is not clearly documented, each customer is treated as taxable. In most jurisdictions, any claim for a refund of taxes paid must be directed to the taxing entity. (NOTE: Whether exempt from tax or not, each commercial customer in Washington, DC, must provide written affirmation of tax status so we may complete the contracting process.)

Please confirm the information on this form; please make any edits on the document or advise us of required changes so we can update the form. Should there be any questions or corrections, please contact our Contract Administration team, via email, WGL_contracts@wglenergy.com OR contact your Business Development Manager (BDM).

If your organization is exempt from sales tax, please submit your current, valid exemption certificate with this completed form along with the list of accounts covered by the certificate, indicating the applicable exemption rate for each account on the list. NOTE: If your property is 100% residential or you are exempt from sales tax by federal statute, no exemption certificate is required, but you must provide a written statement attesting to your status for each applicable account.

Incomplete tax exemption certificates and statements will result in taxes being charged.

Company Legal Name:	City Of Greenbelt
Updated Name:	____________________
Contact For Questions Regarding Tax status:	Bertha Gaymon
Updated Contact Name:	____________________
Contact Email:	bgaymon@greenbeltmd.gov
Updated Contact Email:	____________________
Contact Phone:	
Updated Contact Phone:	____________________

We look forward to working with you. Should you have any questions, please contact your BDM.

NATURAL GAS, GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS PURCHASE AND SALES BASE AGREEMENT Between WGL Energy Services, Inc. and City Of Greenbelt

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, NATURAL GAS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS is made effective 6/2/2021 ("Effective Date") by and between WGL Energy Services, Inc. ("Seller") and City Of Greenbelt ("Buyer"). Buyer may purchase and Seller may sell natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service, and Green-e® Energy Certified Renewable Energy Credits ("RECs") in accordance with the terms of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict between this Base Agreement and an executed Confirmation, the executed Confirmation will prevail.

I. EFFECTIVENESS
This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either party upon thirty days notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. This Base Agreement shall apply to the purchase and sale of natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, each a separate commodity. Each of the foregoing commodities may be purchased separately and independent of each other, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Green-e® Climate Certified Carbon Offsets, by Confirmation applicable to the particular purchase.

II. DELIVERY, TITLE TRANSFER, GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS AND GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS
A. Delivery Point. The Delivery Point for all natural gas sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all electric power supply service sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule natural gas or electric power supply service, as the case may be, to the Delivery Point for Buyer's account.
B. Title Transfer. Title to all natural gas and electric power supply service will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the natural gas and electric power supply service to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "RECs" and Carbon Offsets that it shall sell to Buyer hereunder, that "RECs" shall be registered with, transferred from and retired on the tracking system of a regional transmission organization or shall be transferred by contract-path auditing and through recognized tracking systems, and that Carbon Offsets shall be registered with, transferred from and retired on a legally binding carbon offset tracking Registry. A Registry is defined as a voluntary, auditable, carbon offset tracking registry that is responsible for registering, transferring, trading and retiring carbon offsets
C. Delivery to Buyer's Facilities. Delivery of natural gas and electric power supply service to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of natural gas and electric power supply service from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC.
D. Notice Obligations. Each party agrees to notify the other of circumstances that may affect the delivery of natural gas and electricity supply service by Seller and the consumption of natural gas and electricity by Buyer.
E. Balancing. Balancing of natural gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the party causing the penalty will be responsible for paying the penalty.
F. Green-e® Energy Certified Renewable Energy Credits. "RECs" are the environmental attributes associated with Green-e® Energy Certified renewable energy credits produced by wind. A purchase and sale of "RECs" is not a purchase and sale of the electricity itself.
G. Green-e® Climate Certified Carbon Offsets Green-e® Climate Certified Carbon Offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, Buyer alone has the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions Buyer purchased are sourced from projects that have been validated and registered under high-quality project standards. Inclusion of Exhibit F indicates that standalone carbon offsets are purchased, inclusion of Exhibit G(a) or G(b) indicates that natural gas bundled with carbon offsets are purchased and an inclusion of an Attachment B indicates that a customer is engaged in a multiyear purchase agreement. A purchase and sale of Green-e® Climate Certified Carbon Offsets is not a purchase and sale of the natural gas itself.

III. AGENCY
Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g.; account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

Initials:____

A. Monthly Billing. Unless otherwise agreed in a Confirmation, Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice.
B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.
C. Credit. Buyer agrees to provide Seller with financial information and financial assurances that Seller deems reasonably necessary to ensure Buyer's full performance of its obligations hereunder. Buyer represents and warrants that all such information supplied shall be correct, that it has not filed, planned to file or have had filed against it, any bankruptcy proceedings, that it shall remain financially able to continue its business, and that it shall notify Seller promptly if it becomes aware of any situation which would alter its financial abilities.
D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of natural gas, Carbon Offsets, electric power supply or "RECs". Applicable taxes will be collected on all natural gas, Carbon Offsets, electric power supply and REC sales made under this agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption.

V. TARIFFS AND REGULATIONS
This Agreement is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting pipelines, and (5) Federal Energy Regulatory Commission-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If changes in any law, regulation or utility tariff impose additional charges to Seller, then Seller shall have the right to pass through such cost increases to Buyer by a separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

VI. CONFIRMATION PROCESS
From time to time, Seller shall offer to supply Buyer with natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service and RECs by transmitting to Buyer unexecuted Confirmation exhibits. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer provided that upon receipt of an executed contract from customer, Seller shall use all reasonable efforts to lock customer's contract price for customer, provide customer or customer's consultant, if applicable, confirmation of such price lock in writing, if requested, countersign said agreements, and return them to Buyer. Notwithstanding the foregoing, Seller will indicate acceptance of a Buyer's price lock via e-mail by Seller to Buyer and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS
A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers; any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt natural gas delivery or electric power supply service, outages of generating facilities or other service providers Seller uses to provide electric power supply service to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, action or restraint by court order or public or governmental authority; or other government appropriation or curtailment of natural gas or electricity.
B. Default and Remedy. Any failure by a party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting party may terminate this Agreement by providing the defaulting party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates this agreement prior to expiration of this contract, this may result in damages due to current market conditions associated with the Buyer's supply. Therefore, damages may be assessed. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected non-defaulting party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages and neither party shall be liable for any special, punitive, indirect, incidental, or consequential damages, including but not limited to any liability for lost profits or interruption of business.
C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as Party's authorized agent, to bind such Party for whom the natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service or "RECs", as the case may be hereunder, is being purchased.
D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that natural gas, Certified Carbon Offsets, electricity, and "RECs" will be purchased independently from one another, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Certified Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and WGL Energy Services mean that Buyer is required to buy or WGL Energy Services is required to sell any other of the aforesaid commodities from the other Party.
E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

Initials:___

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premises or property to which natural gas or electric power supply is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.
G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.
H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction (Maryland, Virginia, Delaware, Ohio, Pennsylvania or District of Columbia) where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual natural gas and electricity usage is located shall govern.
I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate of Washington Gas Light Company. WGL Energy Services is licensed by the Maryland Public Service Commission to sell natural gas (MD License No. IR 324) and electricity (MD License No. IR 227) in the State of Maryland, is licensed by the Virginia State Corporation to sell natural gas (VA License No.G-8) and electricity (VA License No. E-6) in the Commonwealth of Virginia, is licensed by the Delaware Public Service Commission to sell natural gas and electricity in the State of Delaware (DE License No. 6042), is authorized by the D.C. Public Service Commission to sell natural gas (License No. GA03-3) and electricity (License No. EA-00-6) in the District of Columbia, and is licensed by the Pennsylvania Public Utility Commission to sell electricity (PA License No. A-110158) and natural gas (PA License No. A-2010-2176410) in the State of Pennsylvania and is certified by the Ohio Public Utilities Commission to sell electricity (Certificate Number 19-1351E(1) and is certified by the Ohio Public Utilities Commission to sell electricity (Certificate Number 19-1351E(1).
J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its LDC/EDC.

BUYER CONTACT INFORMATION
Buyer's Full Legal Name: City Of Greenbelt
Buyer's Representative: Bertha Gaymon Title: City Treasurer
Address: 25 Crescent Rd Greenbelt MD 20770-1886
Telephone: Fax: Email Address: bgaymon@greenbeltmd.gov

WGL Energy Services CONTACT INFORMATION
WGL Energy Services Representative: Diane Ekonomou Title: Account Manager
WGL Energy Services Address: 8614 Westwood Center Drive Suite 1200 Vienna VA 22182
Phone: 703-333-3900 Fax: 703-287-9403

This Agreement is agreed to on the date first written above by:

Seller:	WGL Energy Services, Inc.	Buyer:	City Of Greenbelt City Of Greenbelt
By:	______ Clinton S. Zediak, Jr., Vice-President	Tax Exempt	Yes__ No__ Partial__
Date:	______	By:	______
		Print Name:	______
		Title:	______
		Date:	______

Initials:___

Agenda Item No:

City Council Agenda Item Report

Meeting Date: June 14, 2021
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: MEETINGS
Agenda Section: MEETINGS

Subject:
Meetings

Suggested Action:

Attachments:
meetings.pdf

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

6/11/2021 2:04 PM

City Council Meetings & Work Sessions
June – July

Regular Meeting, (Virtual)	Mon.	06/14	8:00 pm
Advisory Board Interview	Wed.	06/16	7:40 pm
Work Session – Local Economy Recovery, (Virtual)	Wed.	06/16	8:00 pm
Special Meeting/Closed Session – Police Chief, Command Staff, and FOP Representative to discuss the current state of the Police Department, (Virtual)	Mon.	06/21	8:00 pm
Closed Session – CBA Update (tentative)	Mon.	06/21	Following SP/CS w/PD
Work Session – Beltway Plaza Detailed Site Plan, (Virtual), (tentative)	Wed.	06/23	8:00 pm
MML Annual Conference – Ocean City / No Meetings	Sun. – Wed.	06/27 – 06/30	
No Meeting – July 4th	Mon.	07/05	
Work Session – Greenbelt Museum, (Virtual)	Wed.	07/07	8:00 pm
Regular Meeting	Mon.	07/12	8:00 pm
Work Session – PSAC Report (Reform of Police Procedures for the Greenbelt Police Department) (tentative), (Virtual)	Wed.	07/14	8:00 pm
Work Session – GEAC (stakeholder), (Virtual)	Mon.	07/19	8:00 pm
Work Session – GHI (stakeholder), (Virtual)	Wed.	07/21	8:00 pm
Work Session – City Manager Quarterly Update, (Virtual),	Mon.	07/26	8:00 pm
Closed Session – Pending Personnel and Legal Issues, (Virtual),	Mon.	07/26	Following CM WS
Four Cities Meeting (Town of Berwyn Heights), (Virtual)	Wed.	07/28	7:30 pm

- *Councilmembers will present reports on conferences, meetings and events as the last item of business at Monday Work Sessions.*

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk.

Due to the COVID-19 precautions, the Council Meetings will be held online and is planned to be cablecast on Verizon 21, Comcast 71, and 996 and streamed to www.greenbeltmd.gov/municipaltv. Unless otherwise noted, Council meetings will be virtually by zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meetings calendar.

Bonita Anderson, City Clerk

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

6/11/2021 2:04 PM

Ready to be scheduled:
Closed Session *(Cable Ordinance)*
MARC Train Service/ MDOT
Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Parke Crescent Apartment Complex
Bernard Penney *(Memorial Donation in honor of Leonie Penney)*
Cemetery Plans
City Contracting Policy
DPW&T *(Bikeshare Program)*
BARC
Hotels
Pepco
WSSC
Public Forum to include Greenbriar Park transfer into the Forest Preserve (*August 16th tentative*)
Food Trucks (*August 18th*)
Financial Policies
American Relief Plan Act Funds
Celebration of Centenarians
FPAB Report (Interim Pilot of Trail Management Activities in the Greenbelt City Forest Preserve) (*August 23rd tentative*)
ERB Reports: (#2020-01 Procedures for Employee Appeals and Grievances); (#2021-02 Collective Bargaining for Non-Managerial Employees) (*waiting for CRAB Report*)
Greenbelt Branch Library (*August 4th, 2021)*
Prince George's County Economic Development Corp.
No Meeting – *(November 17th, NLC City Summit, Salt Lake City, UT)*
City Manager Evaluation
Greenbelt Station Residents (stakeholder)
IT Strategic and Operational Plan/Security (requested by Ms. Pope) (*August 2nd*)
Community Gardens/FPAB
Proposed School Boundary Changes (requested by Ms. Pope and Ms. Mach)

For later scheduling:
Zoning Enforcement
Parkway Apartment Owners/GHI *(parking)*
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)
Meeting with County on Transportation Plan
Department of Permitting, Inspections & Enforcement (DPIE)
Museum Plan
Term Limits legislation *(referral submitted to CRAB)*

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Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19	6/20	6/21								
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19	12/20									
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19	10/20									
Greenbelt Station	8/19	12/19	8/20											
County Executive/ County Council	12/13	9/16	1/19	8/20	11/20									
Biennial														
Roosevelt Center Merchants	11/16	1/18	1/20											
Beltsville Ag. Research Center/	03/14	7/16	8/18											
NPS Greenbelt Park	7/15	1/18	1/20											
Beltway Plaza	9/14	3/17	9/20											
Greenbelt Community Garden Club	3/21													
Greenway Center	7/14	12/16	2/19	12/20										
Civic Associations	8/14	2/18	8/20											
NASA/GSFC	3/15	3/17	9/19	12/20										
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19	9/20									
State Highway Administration	6/15	10/17	11/20											
Every Three Years														
Apartments	2/18	4/21												
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17	3/21											
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL	12/17													
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14	10/19											
Business Coffee (Every Four Months)	10/17	2/18	8/18	11/18	2/19	5/19	8/19	12/19	3/20	8/20	11/20	2/21	6/21	
State's Attorney (4 years)	2/11	4/15	9/19											
Roosevelt Center Owner	9/15	8/20												

(Rev. June 3, 2021)