



TOWN MEETING
September 8, 2022
8:00 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Consent Agenda**
5. **Approval of Minutes** (Council Meeting – June 9 , Work Session – June 23,)
6. **Resident Input** – Public comment period on items not on the agenda. All comments are limited to 3 minutes. Residents are asked to please state name and ward.
7. **Committee Reports**
 - Recreation Council
 - Green Infrastructure Committee
 - Cheverly Day Committee
 - Planning Board
 - Board of Elections
8. **Hispanic Heritage Month Proclamation** – Mayor Munyeneh will read proclamation
9. **FY 20/21 Audit** - Diane Mock will present the FY21 audit.
10. **Debt Policy** – Jennifer Dierksen will present a policy to mayor and council for implementation
11. **Bonding Update** – Attorney Rader and Town administrator Galloway will provide an update on bonding and discuss method of sale
12. **Historic Preservation** - Ottery Group will make a presentation on the Cheverly National Register nomination
13. **Speed Cameras New Vendor Agreement** – Chief Miller & Town Administrator will present agreement for new speed camera vendor
14. **1st Reader of Zoned Parking Ordinance** – Mayor Munyeneh will read the proposed ordinance
15. **Town Administrator Report** – Town Administrator will provide a report to the Mayor and Council regarding Town operations and a summary of actions taken
16. **Police Report** – Chief Miller will give monthly report
17. **Public Works Report** – Director Brayman will give update on the Department of Public Works.
18. **Review of September Work session Meeting agenda and future requests** and Town Administrator will offer a forecast of the Work Session Meeting agenda. Mayor will seek Council input on agenda items for consideration for future meetings.
19. **Mayor and Council Announcements** – Opportunity for Mayor and Council to share community happenings and events. The mayor will afford each elected official up to five minutes to speak. Unused time may not be transferred, and formal council business will not be conducted.
20. **Adjourn**



(*) denotes an agenda item requiring action (typically expressed by a vote) of Mayor and Council.

**In addition to general Resident Input, for regular meetings, as part of action items, presentations and discussion items on the agenda, residents seeking to speak will be recognized by the presiding officer. Residents may speak once, for no more than three minutes on each eligible agenda item.*

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the mayor will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.

Topic: Cheverly Town Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84025983118?pwd=cEhsbmU2aEs5MGViaGJnWVh6c1h6UT09>

Webinar ID: 840 2598 3118

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TOWN MEETING

June 9, 2022

8:00 PM

Minutes

Call to Order

Meeting called to order at 8:00 pm via Zoom.

In attendance: Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Garces and Fry

Town Attorney: Jason Deloach

Staff: Town Administrator – Dylan Galloway, Assistant to the Town Administrator -Priscilla Matthews Town Accountant – Mike Lightfield, Director of Public Works – Steve Brayman, Captain Silvers, Town Clerk – Giselle Richards,

Pledge of Allegiance: Led by Daisy Troop #22029

Approval of Agenda

Motion to Approve the Agenda: by CM McCann seconded by CM Nettles. Approved unanimously.

Motion to Approve the Consent Agenda: by CM Watson seconded by CM Fry. Approved unanimously.

Items on the Consent Agenda:

- **Approval of Minutes** (Council Meeting – May 12, Work Session – May 26)
- **Grant Request** –Friends of Quincy Run Watershed

Resident Input –

- Sheila Salo – Has any draft of the budget been made available to the public? Only the first draft was published and unsure if there have been any updates.

Committee Reports

Recreation Council: No updates

Green Infrastructure Committee: Sheila Salo – Presentation regarding trees and their benefits and how more attention is now being made towards the roots.

Cheverly Day Committee CM Watson – Meetings are one a month on Wednesdays. This month is Wednesday, June 22. Reminded residents that the Cheverly is on October 1

Planning Board: CM Fry – Planning board meets 1st Tuesday of the month and still seeking members to join.

Board of Elections: No Update

Mayor thanks the women's club for cards to council.

7. **Proclamation on Pride Month** – Read by Mayor Munyeneh
8. **Juneteenth Proclamation** – Read by Mayor Munyeneh
9. **Ordinance 2022-04 - FY23 Budget** – 3rd Reader by Mayor Munyeneh
 - Move to adopt Ordinance 2022-04 made by CM Dalaker. 2nd CM Watson.
Approved unanimously.
 - CM Watson asked when council can see audit for FY 21 and how confident is the accountant with the figures.
 - Mr. Lightfield stated that an update from the auditor is expected on Monday. The town has been requesting for an update for some time.
 - CM McCann asked if there is an update for actuals for 2022 local income taxes.
10. **Town Administrator Report** –
 - MML Summer Conference is 6/12-6/15. In my absence Chief Miller will be in charge.
 - Code enforcement code walks started this week in Wards 1 & 2
 - MDOT has reviewed 202 and agreed that there is a need for a bike lane. Working closely with neighboring towns. David Tansey will be drafting letter
 - Covid test giveaway 6/10/22 at town hall
 - Ice Cream Social on 6/22/22
 - Iced Tea social on 6/24/22
 - Juneteenth event on 6/19/22. Juneteenth will be observed by the town on Monday June 20th. Town offices & public works will be closed.
 - Attended SHA meeting on 6/2 regarding debris clean up on Rt 50 & Columbia Park Rd
11. **Police Report** – Chief Miller provided report for police department.
12. **Public Works Report** – Director Brayman provided report for public works department.
13. **Review of June Work session Meeting agenda and future requests**
 - CM Nettles – Boyd Park restrooms
 - CM Fry – Facilities usage policy
 - Mayor – Annexation, Historic District Designation
 - Galloway – Record retention policy
14. **Mayor and Council Announcements**
 - CM Nettles, Ward 1- 6-10-22 there will be coffee & conversations with Chief Miller and TA Galloway behind American Legion
 - Thanks to PD & Public Works for work done in Ward 1
 - Thanks to administrative staff
 - CM Watson, Ward 2- Legion is open Wed – Sat. Food is available for purchase in person, and online. Karaoke on Thursdays, Coffee on Fridays. Beer garden on June 24th.
 - CM McCann, Ward 3 - Thanks public works for field maintenance. St. Ambrose Men's Club has golf event
 - CM Dalaker, Ward 4 - Thanks VM Fry & Mr. Galloway while he was out
 - CM Garces, Ward 5 –
 - CM Fry, Ward 6 – Kudos to Public Works for maintenance of fields. Thank you to the American Legion for opening their doors to the residents of Cheverly Station apartments when their A/C unit did not work.
 - June 11th – PG County Multicultural event at Equestrian Center

- Thank you to the council for supporting LGBTQ+
- Mayor Muniyeh – Thanks to council members that attended LGBTQ+ flag raising. Thanks to parents that brought their kids to Stories with the Mayor at the market. Thanks to Girls Scout Daisy Troop #22029 for leading the meeting with the Pledge of Allegiance.

Adjourn: by CM Nettles at 9:36 pm, seconded by CM Fry. Approved anonymously.



WORKSESSION

June 23, 2022

7:30 PM

Minutes

Call to Order:

Meeting called to order at 7:37 pm via Zoom.

**In attendance Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Fry
Garces Excused**

Motion to exclude CM Garces made by CM Fry. 2nd by CM Nettles. All in favor

Motion to remove Item 7 (Annexation) made by CM Watson. 2nd CM McCann. All in favor

Town Attorney: Jason DeLoach

Staff: Town Administrator – Dylan Galloway, Public Works Director – Steve Brayman, Town Clerk – Giselle Richards, Communications Specialist – Tonya Jones

Pledge of Allegiance and Flag: CM Watson

1. Town Administrator Update - Town Administrator Galloway –

- Ms. Ganesha Martin gave council an update on Police Complaint Board
 - i. Applications have been received except for 2 wards.
 - ii. Selection committee is reviewing the applications received
 - iii. Background check, resume & references will be required
- Public works Director Brayman
 - i. Progress on Carlyle, Greenleaf, Forest Rd.
 - ii. Added a storm drain across from the Greenleaf Triangle
 - iii. Sidewalks started on Wayne Place
- Scheduling Tri-Town meeting 7/15/22 with MDE regarding the DC Circulator
- Presented quote for curtains for the stage. Less than what was budgeted. To be voted on at council meeting
- Hospital Hill Update
 - i. Developer will be announced 6/28/22 at a meeting open to public
 - ii. Community Meeting 7/12/22
 - iii. Website will be created by RDA for community updates
 - iv. See Click Fix will launch 8/1/22
 - v. Civic Plus notifications will replace CodeRed
- Pavilion Update



- i. Will be wired with electricity. Work will begin 6/24/22. TA will apply for a grant to get a concrete pad installed
 - Public Hearing for Residential Parking restrictions on 7/21/22 for the following areas:
 - i. 6500 and 6600 blocks of Oak St.
 - ii. 3200 block of Hillside Ave.
 - iii. 6500 block of Maureen Ct.
 - Code Enforcement FAQs brochure being created for distribution to residents
 - Code compliance software will be launched by end of September 2022
- 2. Town Grant Request –**
 - Cheverly Community Market – Erin Kee presented request. Add to consent
 - VineCorps – Diana from VineCorps presented request. Add to consent
- 3. Boyd Park Restrooms Update**
 - Quotes have not been received
 - Prologis and Amazon have committed to fund renovations
- 4. Facilities Usage Policy Update/Review**
 - Exclusions section will need to be re-examined/removed
 - Community organizations and newsletter policies need to be addressed
- 5. Annexation Update**
 - No update until July
- 6. Historic District Designation Update**
 - Final stages of review. Will come in July to update the town
- 7. Record Retention Policy –**
 - Mr. Galloway introduced proposed policy for records management
 - Negotiating with a company for digital archiving
 - Will be voted after review by the town attorney
- 8. Introduction of Charter Amendment Resolution CAR-2-22 –**
 - Mayor Munyeneh introduced Charter Amendment Resolution CAR-2-22
 - i. PURPOSE OF REPEALING AND RE-ENACTING, WITH AMENDMENTS, SECTION C-29 (TAXES: LEVY, COLLECTION, ASSESSMENTS) OF ARTICLE VII (POWERS) OF THE CHARTER OF THE TOWN OF CHEVERLY FOR THE PURPOSE OF CLARIFYING AND CONFIRMING THAT (1) THE TAX CAP PREVIOUSLY CONTAINED IN SUCH SECTION IS NOT EFFECTIVE
- 9. Update by CM Fry & Garces Regarding Cheverly Station Apartments –**
 - Parking policy has been changed. Residents now need to apply and pay for permits which are subject to approval
 - No real change on how residents are treated



10. Review of July Town Meeting Agenda and Future Requests –

- Historic District Designation Update
- Quotes for Curtain on Consent agenda
- Annexation Update
- Booms Update at future meeting
- Newsletter ads -Create general guidelines and then get community engagement
- Rank choice voting consideration
- Halloween event
- Redistricting process overview
- Lowering voting age

11. Resident Input

- Sonya Gross from Progressive Cheverly would like for town to allow Progressive Cheverly to be a community organization. Endorsements are done by a large group that needs to be voted on by the organization.
- Madeleine Golde from Progressive Cheverly- Progressive Cheverly has been serving the town for 17 years and would like to be a town organization to be able to have access to use facilities to hold meetings
- Claren Heikal from Progressive Cheverly suggested that there be a disclaimer from the town that the views of the organizations are not the views of the town.
- Fred Price – Can town meetings be on the cable channel?

12. Motion to adjourn at 10:16 pm made by CM McCann. 2nd by CM Watson

Approved unanimously.

Town of Cheverly – Financial Policies

- **Balanced Budget Policy:**

- The Town of Cheverly (the “Town”) will adopt an annual General Fund budget in which recurring revenues and recurring expenditures are equal without the use of reserves (balanced budget). Any one-time revenues or use of reserves above the reserve policy thresholds outlined below will be used for one-time, non-recurring expenditures such as capital assets, pay-as-you-go projects in the Capital Improvement Program (CIP), debt reduction and reserve contributions.

- **Debt Policies:**

- **Debt as a Percentage of Full Value:** The Town will maintain its tax-supported debt at a level not-to-exceed three percent (3%) of full value. This ratio is a measure of debt capacity and allows the Town to determine if additional debt can be issued to fund current and/or future capital needs.
- **Debt Service as a Percentage of Total Governmental Fund Expenditures:** The Town will maintain its annual tax-supported debt service (as recorded in the Debt Service Fund) at or below ten percent (10%) of total governmental fund expenditures. This ratio is a measure of debt affordability and allows the Town to determine its ability to repay tax-supported debt without affecting other general government services.
- **Total Fixed Costs as a Percentage of Total Governmental Fund Expenditures:** The Town will calculate a fixed cost burden that will measure the Town’s overall financial flexibility. The Town’s fixed cost burden will be calculated as a total of annual tax-supported debt service from the Debt Service Fund, annual pension contributions and annual contributions for Other Post-Employment Benefits (“OPEB”) as a percentage of total governmental fund expenditures. The Town’s fixed cost burden shall not exceed 25% of total governmental fund expenditures.

- **Reserve Policy:**

- **Rainy Day Fund:** The Town will establish a Rainy Day Fund (“RDF”) that will be maintained at a level not less than twenty-five percent (25%) of General Fund revenues. Reserves in the RDF should only be available for use to help offset significant revenue or expenditure fluctuations driven by extreme one-time events such as natural disasters, global pandemics, economic recessions, and/or federal mandates. Use of RDF reserves requires a supermajority vote of Town Council.

If the Town Council, upon the recommendation of the Town Administrator wishes to appropriate RDF reserves such that the amount would fall below its 25% threshold, such appropriation must be accompanied by a reserve replenishment plan that restores the fund balance to its policy level within the subsequent three years.

- **Budget Stabilization Fund:** The Town will establish a Budget Stabilization Fund (“BSF”) that will be maintained at a level not less than three percent (3%) and a target of five percent (5%) of

General Fund revenues. Reserves in the BSF can help offset any revenue or expenditure fluctuations that may occur in any given fiscal year with a simple majority vote of Town Council. Reserves in the BSF should be utilized before any draws can be made on the RDF.

At the close of each fiscal year, the BSF shall receive any remaining operating surplus after the RDF is full. Balances in the BSF will be allowed to accumulate until they reach an amount equal to 5% of General Fund revenues. If the BSF reaches the 5% target, the portion of any surplus normally allocated to the BSF would be equally split between a capital reserve fund (50%) and unassigned General Fund balance that can be used for other one-time items (50%).

- **Capital Reserve Fund:** The Town recognizes that continued, periodic reinvestment and maintenance of capital infrastructure is critical to maintaining the quality of life for residents and businesses and minimizing the additional cost associated with deferred maintenance. Direct funding for the Capital Reserve Fund ("CRF") shall come from 50% of any annual operating surpluses in the Town's General Fund, as long as the Town's 25% policy for the RDF and 5% target for the BSF have been met.

Monies in the CRF shall be appropriated by the Town Council for payment of debt service that was incurred for capital projects (such as the Series 2022 Bonds) or to directly fund capital expenditures.

- **Frequency of Financial Policy Review:** The Town will review all policies to determine if they are still applicable or if any changes need to be implemented at least every two years after adoption.

SERVICE AGREEMENT BY AND BETWEEN

THE TOWN OF CHEVERLY

ALTUMINT, INC

This Service Agreement (the "Agreement") is made and entered this ____ day of _____, 2022 (the "Effective Date"), by and between Altumint, Inc. with offices at 4600 Forbes Boulevard, Lanham, MD 20706 ("ALTUMINT"), and the Town of Cheverly, a municipal corporation, with offices at 6401 Forest Rd, Cheverly, MD 20785 ("Client").

Background

Whereas, ALTUMINT is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies using ALTUMINT'S proprietary system (as more specifically described herein below, the "Services"); and

Whereas, CLIENT is an authorized municipality or government agency with a need for such Services; and

Whereas, CLIENT now desires to contract with ALTUMINT for the provision of such Services;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, CLIENT and ALTUMINT agree as follows:

1. **Services.** During the Term of this Agreement, and in consideration of the Fees specified in Section 6 below, ALTUMINT shall use reasonable commercial efforts to provide the Services to CLIENT in accordance with the terms and conditions of this Agreement. Services shall include the following:
 - a) Detection and Recording of Potential Traffic Violations. ALTUMINT will make available to CLIENT certain traffic violation detection systems, which work in conjunction with a photographic, video, or electronic camera and may also include certain equipment provided by third parties, detect other traffic violations and produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Monitoring System") to detect and record potential traffic violations at the service location(s) selected by CLIENT ("Recorded Events"). CLIENT agrees to operate the Monitoring System in a manner consistent with the terms and conditions of this Agreement. The Client also agrees to operate all systems in compliance with applicable and prevailing laws of the State, and/or local jurisdiction.
 - b) Initial Validation of Recorded Events. ALTUMINT will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, ALTUMINT may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. CLIENT will have the sole and exclusive responsibility for the final

review of Recorded Events data not filtered by ALTUMINT and the authorization and issuance of a citation thereafter.

- c) Motor Vehicle Records. ALTUMINT will promptly retrieve applicable Motor Vehicle Administration (“MVA”) records from Maryland and other states’ databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. CLIENT agrees to provide ALTUMINT with the required authorizations and applicable access codes for ALTUMINT to effectuate such retrieval of MVA records. The retrieval of MVA records by ALTUMINT is solely for the purpose of presenting such information to CLIENT and CLIENT shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. ALTUMINT agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or CLIENT.
- d) Access to Website. After ALTUMINT has completed its preliminary review of Recorded Events data, ALTUMINT shall post Recorded Events data not filtered by ALTUMINT to ALTUMINT’S proprietary **VioView™** software via the Internet to allow for CLIENT’S review of Recorded Events on ALTUMINT’S website and authorization and issuance of citations. Availability of the Website and **VioView™** software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond ALTUMINT’S control. ALTUMINT will not be responsible for any such reasonable unavailability or downtime. CLIENT’S use of the website and the **VioView™** software is governed by the terms of this Agreement and the Terms of Service posted on the website.
- e) Payments by Mail and Online. Citation payments may be made by check, money order, or credit card. ALTUMINT, directly and or through ALTUMINT’S third party processor, will process payments made by mail and, at no additional cost to CLIENT, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to CLIENT at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 7 below. Payments of citations will be tracked using the system of record, **VioView™ Financial Tracking System (“VioView FTS”)**.
- f) Citations and Delinquent/Final Notices, Printing and Mailing. ALTUMINT, directly or through ALTUMINT’S printing services provider, at no additional cost to CLIENT, will print and mail a citation issued by CLIENT or CLIENT’S Approving Authorities (as defined in Section 2(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, “Notices”) to the registered owner/lessee/other of motor vehicles bearing State of Maryland plates and out-of-state plates to whom a citation has been approved by CLIENT. Such Notices will be in a fixed, standardized format pre-approved by CLIENT. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. CLIENT will be responsible for ensuring that the format and

content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final notice(s) will be mailed to the address on the issued citation, unless and updated address becomes available to ALTUMINT.

- g) Hearings. ALTUMINT will make available, at ALTUMINT's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that ALTUMINT received at least thirty (30) days prior written notice of each such hearing. ALTUMINT is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests CLIENT will reimburse ALTUMINT for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses and time at the expert's then-current hourly rate.
- h) Maintenance and Support. ALTUMINT will, in a timely and prompt manner, maintain and service the Monitoring System and assist CLIENT personnel who operate the Monitoring System. ALTUMINT will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to CLIENT or anyone else, except as provided in Section 8 of this Agreement.
- i) Training. ALTUMINT, at no additional charge to CLIENT, will be responsible to train CLIENT to operate the Monitoring System. This includes training new operators as staffing assignments may change at the sole discretion of the CLIENT.
- j) Service Locations. ALTUMINT shall provide to CLIENT, without charge, technical advice as to the feasibility of proposed Service Locations.
- k) Citizen Inquiries. ALTUMINT shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (EST), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. ALTUMINT may employ the services of a custom service call center; CLIENT specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.
- l) Hearing Dockets. Unless agreed otherwise by the parties, on not less than a monthly basis, ALTUMINT, in consultation with CLIENT, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. ALTUMINT shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.
- m) Collections Support. ALTUMINT acknowledges that CLIENT may place the collection of unpaid citations issues pursuant to the terms and conditions of this Agreement and past due debt owed to CLIENT resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. CLIENT shall be solely

responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred. In association with contractual agreements referenced hereunder, ALTUMINT is hereby authorized to provide a third party with whom the CLIENT contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but CLIENT is not obligated to use the third party provided by ALTUMINT. ALTUMINT'S obligations to cooperate and provide information to any third party whom the CLIENT contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four months following the termination of this Agreement. CLIENT agrees to pay ALTUMINT an additional Processing and Administration Fee to be mutually agreed upon and set forth in Schedule A for providing information and administrative services for the collections effort performed by a third party.

- 2. CLIENT'S Responsibilities.** CLIENT acknowledges that certain aspects of the Service require the participation and cooperation of CLIENT, without which ALTUMINT'S performance of the Services may be significantly impaired or delayed. CLIENT is responsible for the following:
- a) Service Location. CLIENT will select the location(s) at which the Monitoring System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, CLIENT may elect to change the Service Location by notifying ALTUMINT, but ALTUMINT reserves the right to decline a request to change a Service Location that in ALTUMINT'S opinion is technically infeasible. CLIENT may not use the Services for any purpose not allowed by law.
 - b) Preserve the Monitoring System. CLIENT acknowledges that the Monitoring System used to detect and record Recorded Events consists of valuable personal and intellectual property of ALTUMINT. CLIENT agrees to use its best efforts to safely operate, protect and preserve the Monitoring System during the term of this Agreement, including, but not limited to, restricting movement of and access to the Monitoring System by anyone other than CLIENT and ALTUMINT personnel.
 - c) Operate the Traffic Monitoring System. After installation, the CLIENT has the sole responsibility to operate the traffic Monitoring System, subject to equipment maintenance and the functions outlined in this Agreement as the responsibility of ALTUMINT.
 - d) Complete Operator Training. CLIENT will complete training by ALTUMINT in the procedures for setting up and operating the Monitoring System. ALTUMINT, at no additional cost to CLIENT, will issue upon request a signed certificate to CLIENT on completion of training.
 - e) Maintain Daily Self-Test Log. CLIENT will maintain a daily self-test log when applicable to record the Monitoring System's self-test results.
 - f) Designate Citation Approving Authorities. CLIENT shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the **VioView™** software and Website. CLIENT

has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view DMV records and issue citations for the pertinent traffic violations. ALTUMINT will assign those authorities a login-ID for accessing **VioView™** software and Website. The parties agree that ALTUMINT shall not be the Approving Authority.

- g) Safeguard Login Information. CLIENT will receive one (1) login-ID to **VioView™** per Approving Authority. CLIENT acknowledges that **VioView™** login-IDs allow full access to Recorded Event data, including but not limited to, information derived from DMV records, and allows the ability to authorize and issue citations. CLIENT shall be solely and exclusively responsible for safeguarding **VioView™** login-IDs and ensuring that unauthorized individuals do not gain access to **VioView™**. ALTUMINT will also provide CLIENT one (1) **VioView FTS** login-ID for the exclusive use by individuals authorized by CLIENT to view citations and financial information. It shall be the CLIENT'S responsibility to safeguard the **VioView FTS** login-ID as issued. CLIENT will immediately notify ALTUMINT of any compromise or suspected compromise of any login-ID within its knowledge. Use of **VioView FTS** is governed by the terms of service posted on the **VioView™** Website.
- h) Collection of Citation Payments by Client. CLIENT shall not collection citation payments in any manner that is inconsistent with the provisions of this Agreement. CLIENT shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in Section 7.

3. Credit Card Payment Processing. ALTUMINT will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to CLIENT. ALTUMINT will provide individuals receiving citations access to its website via the Internet to view and pay citations online. ALTUMINT is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by ALTUMINT; ALTUMINT is authorized to charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by ALTUMINT. If ALTUMINT charges a credit card convenience fee, ALTUMINT shall disclose said fee on the payment portal of its website.

4. System Ownership, Operation, Maintenance and Modifications.

- a) ALTUMINT does not convey any equipment or system to CLIENT. Equipment or system or any part of the equipment or system provided or used by ALTUMINT in connection with the provision of Services under this Agreement is and shall remain the exclusive property of ALTUMINT.
- b) In the event ALTUMINT determines, in its sole discretion, that CLIENT is not utilizing all or any part of the Monitoring System in a sufficient manner, ALTUMINT may recall all or any of its Monitoring System and CLIENT agrees to make such recalled portion of the Monitoring System immediately available for retrieval by ALTUMINT.

- c) Monitoring System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of ALTUMINT, are required as a result of neglect, misuse, theft or loss while in the CLIENT'S Possession, including without limitation a repair arising from in in connection with the use of software other than software provided by ALTUMINT, shall be made at the sole expense of CLIENT, including but not limited to, the actual cost of the repair or replacement of said system, along with labor (at ALTUMINT'S then-current hourly rate), shipping, and travel expenses, as applicable. Otherwise, all such Monitoring System or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of ALTUMINT. Equipment as used in this section does not include monitoring equipment that is placed at Service Locations that are accessible by the general public.
 - d) Upgrades to ALTUMINT'S Systems and/or reinstallations and/or modifications of hardware or software which are requested in writing by the CLIENT but reasonably not deemed necessary or required for proper system operation by ALTUMINT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at ALTUMINT'S then-current hourly rate. ALTUMINT must provide to the CLIENT a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by CLIENT in writing and conform to CLIENT'S billing practices prior to ALTUMINT undertaking the upgrade(s).
5. **Software Training and Support.** Throughout the Term of this Agreement, ALTUMINT at no additional cost to CLIENT, agrees to provide training for ALTUMINT'S *VioView™* and *VioView FTS* software and website. ALTUMINT will provide a reasonable number of reference manuals describing the features and operations for *VioView™* and *VioView FTS*. ALTUMINT will endeavor to provide updates to *VioView™* and *VioView FTS* software within a reasonable time after they become generally available; provided, however, that ALTUMINT has no obligation under this Agreement to update or modify its software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to CLIENT during the hours of 8:00 a.m. to 5:00 p.m. (EST), Monday through Friday (with the exception of all state and nationally recognized holidays).
6. **ALTUMINT Fees.** In exchange for the Services described in this Agreement, CLIENT agrees to pay ALTUMINT the fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from *VioView FTS*. CLIENT agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from *VioView FTS* is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. ALTUMINT and CLIENT will have access to *VioView FTS* reports. ALTUMINT will use these reports to calculate fees due to ALTUMINT.
7. **Distribution of Funds.** As an administrative convenience to the CLIENT and to ensure accurate and complete tracking of program funds, ALTUMINT will establish, at no additional cost to the CLIENT, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing

costs. Within the Lockbox Account, CLIENT violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, CLIENT expressly authorizes ALTUMINT to distribute to CLIENT funds deposited net of the Fees set forth in Schedule A, and distribute the remainder of the funds to ALTUMINT for services provided. ALTUMINT, at no additional cost to CLIENT, agrees to maintain such bank account for a minimum of 12 months after the date of termination of this Agreement.

- 8. Confidentiality.** CLIENT and ALTUMINT agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Paragraphs 1(d) and 1(f) of this Agreement, to anyone except as required by law (including the Maryland Public Information Act), or by mutual agreement.
- 9. Term, Commencement of Service, and Termination.**

- a) Term. This agreement shall start on the Effective Date and remain in effect for a period of three (3) years ("Initial Term"). On the fourth anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions ("Renewal Term"). If either CLIENT or ALTUMINT elects not to renew, it must notify the other party in writing of its intention not to renew this Agreement at least ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.
- b) Commencement of Service. ALTUMINT and CLIENT shall make reasonable efforts to enable commencement of services as soon as practicable upon the Effective Date of this Agreement.
- c) Termination for Default. Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within ten (10) days after receipt of such notice if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by CLIENT which materially compromises the security of the Services or Confidential Information.
- d) Termination by CLIENT for Convenience. Notwithstanding subsection (a) above, CLIENT may terminate this Agreement for Convenience upon sixty (60) days prior written notice to ALTUMINT and declare the effective date of such termination. If the CLIENT terminates this Agreement for convenience at any time within the Initial Term or any Renewal Term, then the CLIENT must pay ALTUMINT a fee in the amount of \$1500 per month per enforcement system for each month that remains in the applicable Initial Term or Renewal Term as of the termination date. The parties shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement and any subsequent Initial or Renewal Term runout, if applicable.
- e) Effect of Termination. In the event of any termination of this Agreement, CLIENT will suspend operations of the Monitoring System and return to ALTUMINT such Monitoring System upon providing or receiving a notice of termination. CLIENT will return to ALTUMINT within ten (10) working days of the termination date all manuals,

documentation and all other property and materials of ALTUMINT provided to CLIENT hereunder. Upon the return of all such property and materials to ALTUMINT, and providing that there are no outstanding invoices, ALTUMINT will provide CLIENT with all of the Event Records, defined in Section 18 below, pertaining to CLIENT in ALTUMINT'S possession, such as Event Records to be provided to CLIENT in Portable Document Format, at no cost to CLIENT. ALTUMINT and CLIENT for a period of 24 months after the termination date will continue the collection and distribution of revenue in accordance to this Agreement. Furthermore, ALTUMINT shall operate with a third party with whom the CLIENT contracts to provide debt collections services in connection with their collection efforts relating to any citations.

- f) Suspension of Monitoring Operations. The CLIENT and ALTUMINT reserve the right to suspend immediately any and all traffic monitoring operations if continuation of such operations creates an unsafe condition. Upon notification from ALTUMINT or the CLIENT, in writing, ALTUMINT and CLIENT will suspend such operations until the parties agree to and resolve the condition(s) that led to the suspension. ALTUMINT shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of monitoring operations, and receive payment for, all citations issued based upon such Recorded Events.
- g) Survival of Certain Terms. The provisions of Sections 6, 8, 12, and 16 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to ALTUMINT or CLIENT hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

10. Representations and Warranties.

- a) CLIENT represents and warrants that:
 - i. CLIENT is a tax-exempt entity under the rules of the Internal Revenue Service and will provide ALTUMINT with a copy of its tax exempt status upon request;
 - ii. CLIENT will comply with all applicable laws, rules and regulations in the use of the Services and in the performance of its obligations under and in connection with this Agreement, including, but not limited to, the receipt and use of DMV information and the authorization and issuance of citations.
- b) ALTUMINT represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. ALTUMINT shall comply with all applicable laws, rules and regulations fulfilling ALTUMINT'S obligations under this Agreement.
- c) ALTUMINT owns and has the right to use, and make available for use by CLIENT, **VioView™**, **VioView FTS™** and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.
- d) **No other Warranties. EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY**

WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

11. Insurance and Limitation of Liability. ALTUMINT shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than those set forth below.

- a) Comprehensive General Liability Insurance. Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. All insurance shall include completed operations and contractual liability coverage.
- b) Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate.
- c) Workers' Compensation Insurance. ALTUMINT shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance. ALTUMINT shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

ALTUMINT covenants to maintain insurance, in these amounts, which will insure all activities undertaken by ALTUMINT on behalf of the CLIENT under this Agreement. CLIENT shall be provided not less than 30 days prior written notice of any cancellation, reduction or other material change in the insurance provided under this Paragraph 11. CLIENT shall be named as a certificate holder and additional insured on the insurance maintained pursuant to Paragraphs 11.a) and 11.b). Upon commencement of this Agreement, and thereafter as requested by CLIENT, ALTUMINT shall provide CLIENT with a certificate or certificates evidencing the coverages required by this Paragraph 11.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT, IN EXCESS OF INSURANCE COVERAGE PROVIDED UNDER THIS PARAGRAPH 11, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO ALTUMINT BY CLIENT HEREUNDER.

12. Indemnification. ALTUMINT shall hold CLIENT harmless from any liability arising from ALTUMINT'S performance of this Agreement and CLIENT shall hold ALTUMINT harmless from any liability arising from CLIENT'S performance of this Agreement. Nothing in this paragraph waives any immunity provided by laws or rights under the Maryland Local Government Tort Claims Act as those relate to third-party claims against CLIENT. This paragraph does not affect the obligations of CLIENT under Distribution of Funds in Paragraph 7.

13. Compliance with Laws. ALTUMINT and CLIENT each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information. ALTUMINT and CLIENT further agree that, unless authorized by CLIENT, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received a citations, shall remain confidential except as required by law, and shall not be sold or shared with any other non-party,

company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

- 14. Force Majeure.** ALTUMINT shall not be liable for any delays or failures in the system of ALTUMINT or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond ALTUMINT'S reasonable control.
- 15. Independent Contractors.** With respect to each other, ALTUMINT and CLIENT are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, ALTUMINT and CLIENT shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.
- 16. Governing Law.** This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Maryland. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
- 17. Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personal shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
- 18. Retention of Records by ALTUMINT.** ALTUMINT will store recorded images associated with issued citations and related citation information ("Event Records") developed for CLIENT in the course of providing Services under this Agreement in accordance with the following rules:
 - a) ALTUMINT will store Event Records for a minimum of 26 months from the Event date.
 - b) ALTUMINT will store Event Records for paid citations in Portable Document Format (PDF).
 - c) After 26 months from the Recorded Event date, ALTUMINT will delete Event Records.

In the event that CLIENT desires to retain any such Event Records beyond 26 months, ALTUMINT will provide CLIENT with such Event Records in ALTUMINT'S possession, provided that ALTUMINT receives at least thirty (30) days prior written notice. ALTUMINT will provide such Event Records to CLIENT and CLIENT will compensate ALTUMINT for, materials, shipping expenses, travel expenses if required, and labor costs at ALTUMINT'S then-current hourly rate.

ALTUMINT is neither a government agency, a “custodian,” nor an “official custodian of a ‘public record’” as those terms are defined in Md. Ann. Code Art. GP Section 4-101(c), (d) or (h); and is not an “authorized individual who has physical custody and control of a public record,” (or any successor statute). CLIENT has not hired ALTUMINT, nor does ALTUMINT serve, in any capacity as a custodian of CLIENTS’ records, including but not limited to any records identified herein including those in Section 18.

- 19. Entire Agreement.** This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.
- 20. Counterparts.** This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

ALTUMINT, INC

THE TOWN OF CHEVERLY

BY: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE A
TO THE SERVICE AGREEMENT BY AND BETWEEN
TOWN OF CHEVERLY
AND
ALTUMINT, INC**

Maryland Transportation Article:

§21-809

(j) (2) If a contractor in any manner operates a speed monitoring system or administers or processes citations generated by a speed monitoring system on behalf of a local jurisdiction, the contractor's fee may not be contingent on a per-ticket basis on the number of citations issued or paid.

1. **Service Location:** Photo speed enforcement zones as directed by CLIENT.
2. **Collections Administrative Fee:** CLIENT shall pay COMPANY an additional Processing and Administrative Fee of \$10 per Violation for each payment of Violation made through a collections process.
3. **Fee due to ALTUMINT:** For the provisioning, deployment, maintenance & service of each Monitoring System, along with our full suite of back office processing services such as postage, printing, payment processing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Monitoring System	Monthly Rental Fee for Rental of Each Item of ALTUMINT Equipment	Preliminary Event Processing Fee
DragonCam™	\$1	\$12/Registration Lookup
SilverHawk™	\$1	\$12/Registration Lookup
BlackHawk™	\$1	\$12/Registration Lookup
SkyHawk™	\$1	\$12/Registration Lookup

TOWN OF CHEVERLY
ORDINANCE No.: 2022-06

**An Ordinance whereby the Mayor and Council of the Town of
Cheverly amending Chapter 27 of the Town Code for the
purpose of creating additional residential permit parking zones**

WHEREAS, pursuant to § C-23 of the Town’s Charter, the Mayor and Council are vested with the authority to pass ordinances and take such measures as they may deem necessary for the good government and improvement of the Town; and

WHEREAS, pursuant to §27.5.1 of the Town Code the Mayor and Council are authorized to restrict parking on public highways and other areas within the town; and

WHEREAS, a petition was filed to add additional residential parking permit zones on three (3) streets within the town; and

WHEREAS, after proper notice the Mayor and Council held a public hearing to consider the petition; and

WHEREAS, after considering the record made during the public hearing, the Mayor and Council have determined that it is in the public interest to establish additional residential parking zones within the town.

WHEREAS, §27.5.1(f) requires the establishment of the additional residential parking permit areas be in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Cheverly in regular session assembled that Section 27-5.1 of Chapter 27 be amended as follows:

Sec. 27-5.1. - Residential area permit parking.

(a) - (p) * * * *

(q) Residential permit parking areas:

(1) *Zone 1*: 61st, 62nd and 64th Avenues (Ward 4), and State Street.

(2) *Zone 2*: Reserved.

(3) *Zone 3*: 2200, 2300 and 2400 blocks of Cheverly Avenue.

(4) *Zone 4*: Arbor Street, Crestlawn Avenue.

(5) *Zone 5*: 2300 block of Belleview Avenue.

(6) *Zone 6*: 2300, 2400 and 2500 blocks of Lake Avenue and Benton Road.

(7) *Zone 7*: 2400 block of Valley Way.

(8) *Zone 8*: 5900 block of Medical Terrace; and that portion of Belleview Avenue fronting the lot known as 3300 Belleview Avenue.

(9) *ZONE 9*: 6500 AND 6600 BLOCKS OF OAK STREET.

(10) *ZONE 10*: 3200 BLOCK OF HILLSIDE AVENUE.

(11) *ZONE 11*: 6500 BLOCK OF MAUREEN COURT.

AND BE IT FURTHER ORDAINED that this Ordinance shall take effect 30 days from the date of its adoption.

AND BE IT FURTHER ORDAINED that a fair summary of this Ordinance shall forthwith be published twice in a newspaper having general circulation in the Town and otherwise be made available to the public.

INTRODUCED by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on _____, 2022.

ADOPTED by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on _____, 2022.

ADOPTED: _____

Attest: _____

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Asterisks * * * * Indicate matter remaining unchanged in existing law but not set forth in Ordinance.

CAPS indicate additions.