

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Ann Lichter**

Released: February 10, 2023

**Monday, February 13, 2023
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held on the Zoom Video Conferencing application only. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/89659857082?pwd=b00xU1p2WktPWG5QdVZBNTNtdy9GUT09>

Meeting ID: 896 5985 7082

Password: 388387

Or you may join the meeting by calling: +1 301 715 8592 US (Washington D.C) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of January 9, 2023
Town Council Work Session Minutes of January 30, 2023

THE MAYOR AND TOWN COUNCIL

1. Acknowledge:

- a. The Mayor and Council held a Work Session on Monday, January 30, 2023, to discuss Fiscal Year 2023-24 (FY24) Budget priorities.
- b. Senate Bill 0016, "Safe Access for All (SAFE) Roads Act of 2023" – Council Member Engle's written testimony in support of Senate Bill 0016.

2. 3418 Oberon Street (Variance Hearing):

- a. Review a Variance request from 3418 Oberon Street in accordance with Section 5-104, "Building Lines", of the Town Code.
 - i. *If the Council supports the Variance request, a Resolution will be drafted for approval at the March 13, 2023, Town Council meeting.*

3. Joseph Park (3420 Plyers Mill Road):

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

- a. Discuss possibly selling Town property located at 3420 Plyers Mill Road for the purpose of acquiring additional property within the Kensington Business District.
- 4. House Bill 0459 – County Municipal Street Lighting Investment Act:**
 - a. Discuss supporting House Bill 0459, “County and Municipal Lighting Investment Act”, which would authorize certain counties or municipalities to acquire certain street lighting equipment by purchase or condemnation, convert its street lighting service to a customer-owned street lighting tariff, enter into an agreement to purchase electricity, and contract with an electric company for the maintenance of the street lighting equipment.
 - b. Discuss joining certain down-County municipalities in sharing the cost (\$3,500) to retain counsel to help municipalities acquire certain streetlights from Pepco.
- 5. Development Review Board Update (DRB):**
 - a. Update from the Development Review Board on the proposed sale of 10401 Connecticut Avenue, and the status of The Flats at Knowles Station and the Kensington Crossings projects.
- 6. Sustainable Kensington:**
 - a. Update from the February 7 Sustainable Kensington meeting.

THE TOWN MANAGER AND STAFF

1. **10509 Summit Avenue:** Discuss filing a State Bond Bill at the request of 10509 Summit LLC, for funding towards public parking.
2. **Public Works Facility:** Discuss filing a State Bond Bill for the future architectural, engineering, and construction needs for a new Public Works facility.

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

1. **Resolution No. R-03-2023** – A Resolution of the Kensington Town Council Confirming Appointments Made by the Mayor to the Town’s Ethics Commission.
2. **Resolution No. R-04-2023** – A Resolution of the Mayor and Town Council of Kensington Authorizing and Ratifying a limited contract with Compost Crew for once-a-week compost collection at the Kensington Town Hall (3710 Mitchell Street) for the term of one-year.

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight’s agenda)

ADJOURNMENT

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Monday, March 13, 2023, 7:00 pm

Good afternoon Mr. Chairman, Chairman Waldstreicher, and Members of the Committee:

My name is Nathan Engle. I'm a Councilmember for the Town of Kensington. I'm here today on behalf of the Town of Kensington to express support for SB16, The SAFE Roads Act of 2023.

I co-chair the Town's Mobility and Traffic Committee, Pedestrian and Bicycling Access and Safety Working Group, and the Sustainable Kensington group. What all of these committees have in common is that they are comprised of dozens of passionate volunteers who want to see a safer, more connected, and greener community in which to live, work, and thrive. Being able to walk, bike, and roll more seamlessly is essential for achieving all of these goals.

SB16 requires MDOT SHA to apply and implement recommendations based upon its Context-Driven Design guidelines to all future infrastructure projects. This would represent a significant step forward from the traditional one-size-fits all approach to designing roadways – one that has been almost unilaterally focused on automobile-mobility – to one that gives equal prioritization to other forms of mobility; namely walking, biking, and rolling.

We have an excellent working relationship with SHA, including quarterly meetings to discuss a host of issues and activities. However, in these meetings we often get the sense that our SHA colleagues remain somewhat constrained regarding this agenda. By compelling SHA to take pedestrian and bicycling safety and access more seriously, we hope that this bill will pave the way for the State to work more seamlessly with our Town and other communities in Maryland on these important issues; making pedestrian and bicycling considerations the rule instead of the exception in any given project.

I'll close by saying that if this bill falls short in any way, it is in that it does not go far enough in providing the necessary funding for applying and implementing these guidelines. We hope that the State will work with municipalities to secure funding resources for implementing these critical improvements that will make our roadways safer and more accessible.

Thank you.

SENATE BILL 16

R2

(PRE-FILED)

3lr0505
CF HB 70

By: **Senators Waldstreicher and Augustine**

Requested: October 5, 2022

Introduced and read first time: January 11, 2023

Assigned to: Judicial Proceedings

A BILL ENTITLED

AN ACT concerning

Safe Access for All (SAFE) Roads Act of 2023

FOR the purpose of requiring the Department of Transportation to recommend and implement certain design elements for pedestrian and bicycle safety when developing certain projects; requiring the State Highway Administration to submit certain reports including pedestrian and bicycle safety data, analyses, and plans to the General Assembly by certain dates; and generally relating to pedestrian and bicycle safety.

BY adding to

Article – Transportation

Section 2–103.1(c–1) and 2–609

Annotated Code of Maryland

(2020 Replacement Volume and 2022 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Transportation

2–103.1.

(C–1) (1) THE DEPARTMENT, IN DEVELOPING ANY CONSTRUCTION OR IMPROVEMENT PROJECT, OR POSTCONSTRUCTION PROJECT, PRESERVATION, OR MAINTENANCE, SHALL RECOMMEND AND IMPLEMENT CONTEXT-DRIVEN DESIGN ELEMENTS FOR PEDESTRIAN AND BICYCLE SAFETY CONSISTENT WITH:

(I) THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PROVEN SAFETY COUNTERMEASURES; AND

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(II) THE STATE HIGHWAY ADMINISTRATION'S CONTEXT DRIVEN GUIDE AND ASSOCIATED STRATEGIES.

(2) IF A NEW CONSTRUCTION OR IMPROVEMENT PROJECT IS PROJECTED TO TAKE MORE THAN 12 MONTHS TO COMPLETE, THE DEPARTMENT SHALL IMPLEMENT ALL POSSIBLE INCREMENTAL, NEAR-TERM SAFETY IMPROVEMENTS IMMEDIATELY WHILE MAINTAINING EACH PROJECT'S PRIORITY RANKING.

2-609.

(A) ON OR BEFORE OCTOBER 1, 2023, THE STATE HIGHWAY ADMINISTRATION SHALL SUBMIT TO THE GENERAL ASSEMBLY, IN ACCORDANCE WITH § 2-1257 OF THE STATE GOVERNMENT ARTICLE, A REPORT THAT INCLUDES:

(1) THE NUMBER OF OPEN STAFF POSITIONS IN THE STATE HIGHWAY ADMINISTRATION BY TITLE AND DEPARTMENT AND THE EXTENT TO WHICH THESE OPEN POSITIONS SLOW DOWN THE PROCESS OF IMPLEMENTING PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS ONCE NEEDED IMPROVEMENTS HAVE BEEN IDENTIFIED;

(2) INFORMATION ABOUT EMPLOYEES WHO PERFORM DIRECT LABOR ON PEDESTRIAN AND BICYCLE HIGHWAY SAFETY AND IMPROVEMENT PROJECTS FOR THE STATE HIGHWAY ADMINISTRATION, INCLUDING THE FOLLOWING:

(I) WAGE, BENEFIT, AND COMPENSATION LEVELS;

(II) OPEN POSITIONS BY TITLE AND DEPARTMENT;

(III) TURNOVER RATES; AND

(IV) AN EXAMINATION OF HOW TURNOVER RATES AND OPEN POSITIONS AFFECT HOW QUICKLY SAFETY IMPROVEMENTS CAN BE IMPLEMENTED; AND

(3) THE NUMBER OF NEW SIGNALIZED CROSSWALKS THAT HAVE BEEN APPROVED FOR CONSTRUCTION, THE TIMEFRAME FOR COMPLETION, AND THE CAUSE OF ANY DELAYS IN DEPLOYMENT FOR:

(I) FULLY SIGNALIZED CROSSWALKS;

(II) PEDESTRIAN HYBRID BEACONS; AND

(III) ANY OTHER SIGNAL TYPES.

(B) ON OR BEFORE DECEMBER 1, 2023, THE STATE HIGHWAY ADMINISTRATION SHALL SUBMIT TO THE GENERAL ASSEMBLY, IN ACCORDANCE WITH § 2-1257 OF THE STATE GOVERNMENT ARTICLE, A REPORT THAT INCLUDES:

(1) A FULL ANALYSIS OF ALL STATE HIGHWAYS LOCATED IN SUBURBAN ACTIVITY CENTERS OR TRADITIONAL TOWN CENTERS, AS DEFINED BY THE STATE HIGHWAY ADMINISTRATION'S CONTEXT ZONES GUIDE; AND

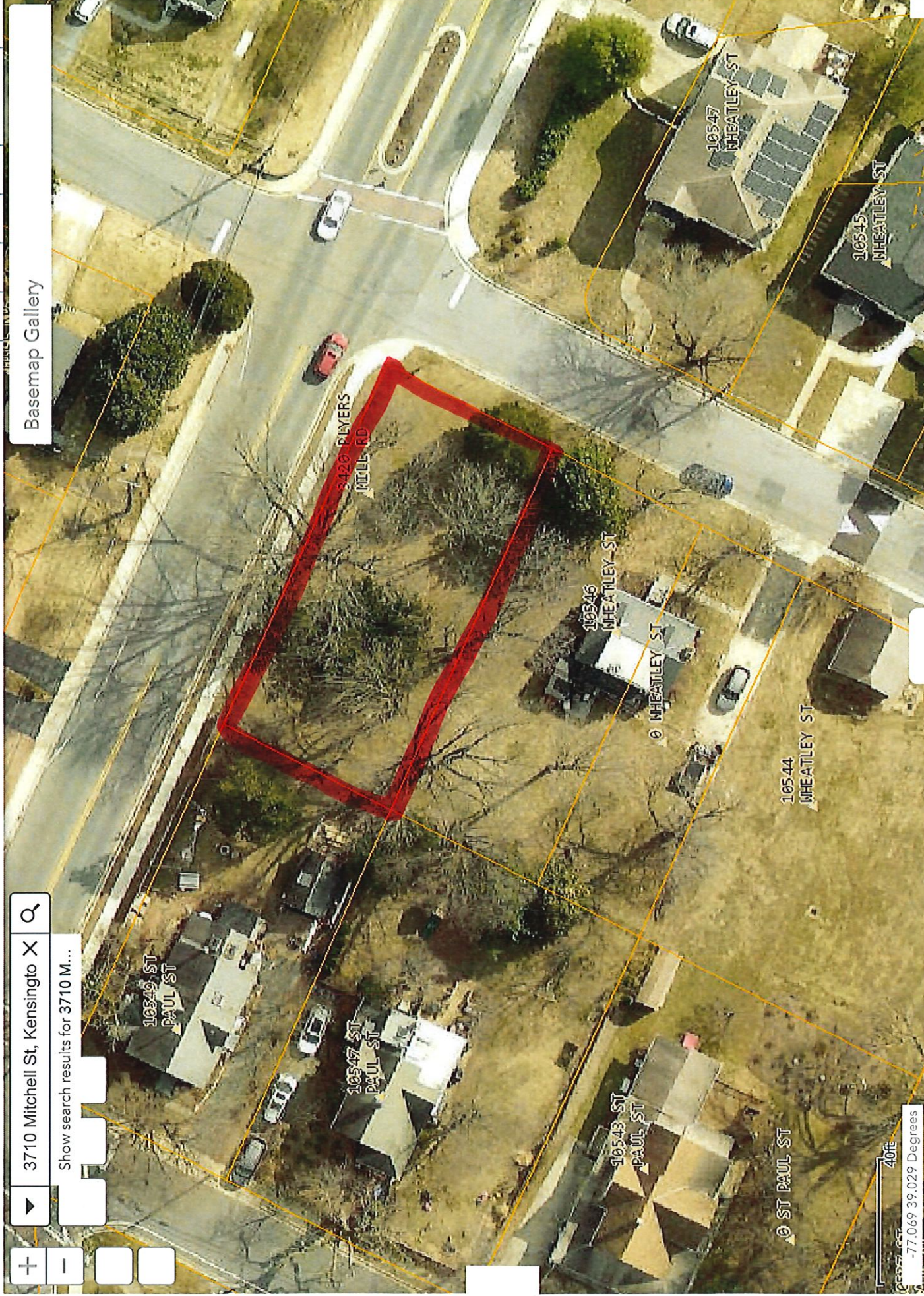
(2) AN INSTALLATION PLAN AND TIMELINE NECESSARY TO ESTABLISH SAFE PEDESTRIAN CROSSINGS ON ALL STATE HIGHWAYS:

(I) USING ALL SIGNAL TYPES, INCLUDING FULL SIGNALS, PEDESTRIAN HYBRID BEACONS, AND ANY OTHER SIGNALS; AND

(II) AT A MINIMUM OF ONE-FIFTH MILE INTERVALS WITHIN OR ADJACENT TO CENSUS TRACTS WITH SIGNIFICANT TRANSIT DEPENDENCY AND A POPULATION DENSITY ALONG THE HIGHWAY EXCEEDING 10,000 PEOPLE PER MILE.

SECTION 2. AND BE IT FURTHER ENACTED, That it is the intent of the General Assembly that the Maryland Department of Transportation maximize applications for and access to federal funding that is or may become available for infrastructure for pedestrian and bicycle safety.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect June 1, 2023.



TOK JOSEPH'S PARK			
SPECIES	SIZE	CONDITION	RECOMMENDED WORK
CEDAR	18"	EXCELLENT	DEADWOOD REMOVAL, INTERIOR PRUNE & ELEVATE
ASH	23"	GOOD (FOR NOW)	TREAT WITH EMERALD ASH BORER PREVENTATIVE
BLACK WALNUT	18"	EXCELLENT	NOTHING NEEDED AT THIS TIME
ASH	50"	FAIR	TREAT WITH EMERALD ASH BORER PREVENTATIVE
YEW (6 STEM)		EXCELLENT	NOTHING NEEDED AT THIS TIME
ASH	24"	FAIR	TREAT WITH EMERALD ASH BORER PREVENTATIVE
YEW	14"	EXCELLENT	NOTHING NEEDED AT THIS TIME
BLACK WALNUT	22"	GOOD	DEADWOOD REMOVAL, INTERIOR PRUNE & ELEVATE

HOUSE BILL 459

L6, C5
HB 1083/22 – ECM

3lr1769

By: **Delegates Kaufman, Amprey, Boaf, Boyce, Cullison, Edelson, Fair, Guyton, Harris, Kelly, Lopez, Shetty, Simpson, and Taylor**

Introduced and read first time: January 30, 2023

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **County and Municipal Street Lighting Investment Act**

3 FOR the purpose of authorizing a certain county or municipality to acquire certain street
4 lighting equipment by purchase or condemnation, convert its street lighting service
5 to a customer-owned street lighting tariff, enter into an agreement to purchase
6 electricity, and contract with an electric company for the maintenance of the street
7 lighting equipment; authorizing certain disputes to be submitted to the Public
8 Service Commission for resolution; and generally relating to the purchase of street
9 lighting equipment by a county or municipality from an electric company and tariffs
10 for street lighting.

11 BY repealing and reenacting, with amendments,
12 Article – Local Government
13 Section 1–1309
14 Annotated Code of Maryland
15 (2013 Volume and 2022 Supplement)

16 BY adding to
17 Article – Public Utilities
18 Section 4–212
19 Annotated Code of Maryland
20 (2020 Replacement Volume and 2022 Supplement)

21 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
22 That the Laws of Maryland read as follows:

23 **Article – Local Government**

24 1–1309.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(a) (1) In this section[, “electric”] THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “ELECTRIC company” has the meaning stated in § 1–101 of the Public Utilities Article.

(3) “MAKE–READY WORK” MEANS ANY STREET LIGHTING EQUIPMENT INFRASTRUCTURE MODIFICATIONS:

(I) REQUIRED TO FACILITATE A TRANSFER OF STREET LIGHTING EQUIPMENT FROM AN ELECTRIC COMPANY TO A COUNTY OR MUNICIPALITY; AND

(II) THAT COMPLY WITH ALL APPLICABLE SAFETY AND ELECTRIC CODES.

(4) “NET BOOK VALUE” MEANS THE NET BOOK VALUE OF THE PROPERTY, CALCULATED USING FEDERAL ENERGY REGULATORY COMMISSION (FERC) ACCOUNTING METHODS, AND NOT USING METHODS OTHER THAN THOSE USED FOR STANDARD RATE SETTING, AS THE ORIGINAL COST OF THE PROPERTY, LESS DEPRECIATION AND ANY CONTRIBUTION ALREADY PAID TO AN ELECTRIC COMPANY BY A COUNTY OR MUNICIPALITY FOR ACTIVITIES ASSOCIATED WITH THE INSTALLATION OF STREET LIGHTING EQUIPMENT, OF ANY ACTIVE OR INACTIVE EXISTING STREET LIGHTING EQUIPMENT INSTALLED IN THE COUNTY OR MUNICIPALITY AS OF THE DATE THE COUNTY OR MUNICIPALITY ENTERS INTO AN AGREEMENT TO PURCHASE THE PROPERTY, EXERCISES ITS RIGHT OF CONDEMNATION, OR REQUESTS THE REMOVAL OF THE EQUIPMENT.

(5) “STREET LIGHT SERVICE POINT” MEANS THE POINT OF INTERCONNECTION ON A STREET LIGHTING CIRCUIT WHERE OWNERSHIP CHANGES FROM AN ELECTRIC COMPANY TO A COUNTY OR MUNICIPALITY.

(6) (I) “STREET LIGHTING EQUIPMENT” MEANS ALL EQUIPMENT OWNED BY AN ELECTRIC COMPANY USED SOLELY TO LIGHT STREETS IN THE COUNTY OR MUNICIPALITY.

(II) “STREET LIGHTING EQUIPMENT” INCLUDES:

1. ALL CAPITAL EQUIPMENT AS DEFINED UNDER FERC ACCOUNT 373;

2. LIGHTING BALLASTS, LUMINAIRES, MAST ARMS, PHOTOCELLS, CIRCUITS AND EQUIPMENT FROM THE STREET LIGHT SERVICE POINT

1 TERMINATING AT THE LUMINAIRE, AND ANY OTHER EQUIPMENT NECESSARY FOR
2 THE CONVERSION OF ELECTRIC ENERGY INTO STREET LIGHTING;

3 3. DECORATIVE STREET AND AREA LIGHTING;

4 4. SOLID-STATE LED LAMPS;

5 5. INDUCTION LAMPS; AND

6 6. OLDER LAMP TYPES SUCH AS HIGH PRESSURE
7 SODIUM, MERCURY VAPOR, METAL HALIDE, OR INCANDESCENT.

8 (III) "STREET LIGHTING EQUIPMENT" DOES NOT INCLUDE JOINT
9 USE UTILITY POLES ON WHICH THE EQUIPMENT IS FIXED.

10 (B) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

11 (1) LOCAL GOVERNMENTS PAY ELECTRIC COMPANIES LARGE SUMS
12 EVERY YEAR TO LIGHT STREETS IN COUNTIES AND MUNICIPALITIES;

13 (2) COUNTIES AND MUNICIPALITIES ARE LIMITED IN HOW THIS
14 PUBLIC SAFETY RESOURCE CAN BE MANAGED BECAUSE THE COUNTIES AND
15 MUNICIPALITIES OFTEN DO NOT OWN OR CONTROL THE STREET LIGHTING
16 EQUIPMENT WITHIN THEIR JURISDICTIONS;

17 (3) EFFICIENCY UPGRADES TO STREET LIGHTING EQUIPMENT
18 PRESENT AN OPPORTUNITY FOR COMMUNITIES TO REDUCE THEIR CARBON
19 FOOTPRINT AND ADDRESS CLIMATE CHANGE THROUGH EFFICIENCY UPGRADES;

20 (4) THERE IS OFTEN INSUFFICIENT INCENTIVE IN THE APPLICABLE
21 ELECTRIC RATE TARIFF FOR INSTALLING ENERGY EFFICIENT LIGHTING
22 TECHNOLOGIES THAT MAY REDUCE BOTH POWER AND MAINTENANCE EXPENSES;

23 (5) COUNTIES AND MUNICIPALITIES AROUND THE COUNTRY HAVE
24 SAVED CONSIDERABLE RESOURCES BY PURCHASING THEIR STREET LIGHTING
25 EQUIPMENT FROM ELECTRIC COMPANIES AND CONTRACTING FOR THE
26 MAINTENANCE INDEPENDENTLY; AND

27 (6) STREET LIGHTING COSTS SHOULD BE REDUCED AND SERVICE
28 SHOULD BE IMPROVED BY:

29 (I) IMPROVING PUBLIC SAFETY WITH STREET LIGHTS THAT
30 PROVIDE BETTER DURABILITY;

(II) REDUCING MAINTENANCE COSTS BY ALLOWING COUNTIES AND MUNICIPALITIES TO OWN THE STREET AND AREA LIGHTING WITHIN THEIR JURISDICTIONS AND TO ENTER INTO REGIONAL MAINTENANCE SERVICE CONTRACTS;

(III) REDUCING WHOLE SYSTEM COST THROUGH COUNTY OR MUNICIPAL OWNERSHIP AND MAINTENANCE AND BY ADOPTING TARIFFS THAT INCLUDE DISTRIBUTION SERVICE COSTS, THE COSTS OF ANY MAKE-READY WORK PERFORMED BY AN ELECTRIC COMPANY, AND OPTIONAL ELECTRIC COMPANY-PROVIDED MAINTENANCE AND REPAIR COSTS;

(IV) PROVIDING FOR THE USE OF INNOVATIVE TECHNOLOGIES FOR MORE EFFICIENT LIGHTING; AND

(V) PROVIDING MORE RESPONSIVE SERVICE FOR LIGHTING REPAIRS.

~~[(b)]~~ (C) (1) ~~[This]~~ EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, THIS section applies to all counties and municipalities.

(2) THIS SECTION DOES NOT APPLY TO STREET LIGHTING EQUIPMENT OWNED BY A MUNICIPAL ELECTRIC UTILITY.

~~[(c)]~~ On written request by a county or municipality, an electric company shall sell to the county or municipality some or all of the electric company's existing street lighting equipment that is located in the county or municipality.]

(D) (1) AFTER GIVING WRITTEN NOTICE TO THE ELECTRIC COMPANY AND THE PUBLIC SERVICE COMMISSION, A COUNTY OR MUNICIPALITY THAT RECEIVES STREET LIGHTING SERVICE FROM AN ELECTRIC COMPANY IN ACCORDANCE WITH A TARIFF PROVIDING FOR THE USE BY THE COUNTY OR MUNICIPALITY OF STREET LIGHTING EQUIPMENT OWNED BY THE ELECTRIC COMPANY MAY:

(I) SUBMIT A REQUEST TO ACQUIRE THE STREET LIGHTING EQUIPMENT FROM THE ELECTRIC COMPANY AT SOME OR ALL LOCATIONS WITHIN THE COUNTY OR MUNICIPALITY;

(II) AFTER ACQUISITION, CONVERT ITS STREET LIGHTING SERVICE TO A CUSTOMER-OWNED STREET LIGHTING TARIFF SET IN ACCORDANCE WITH § 4-212 OF THE PUBLIC UTILITIES ARTICLE; AND

(III) ENTER INTO AN AGREEMENT TO PURCHASE ELECTRICITY FROM A RETAIL SUPPLIER LICENSED UNDER § 7-507 OF THE PUBLIC UTILITIES

1 **ARTICLE OR THE ELECTRIC COMPANY.**

2 **(2) IF THE COUNTY OR MUNICIPALITY AND THE ELECTRIC COMPANY**
3 **FAIL TO AGREE ON THE PURCHASE PRICE OR CONDITIONS OF PURCHASE OF THE**
4 **STREET LIGHTING EQUIPMENT, THE COUNTY OR MUNICIPALITY MAY ACQUIRE THE**
5 **EQUIPMENT BY CONDEMNATION IN ACCORDANCE WITH TITLE 12 OF THE REAL**
6 **PROPERTY ARTICLE.**

7 **[(d)] (E)** If the county or municipality **[purchases] ACQUIRES** street lighting
8 equipment from an electric company **AND CONVERTS THE STREET LIGHTING SERVICE**
9 **TO A CUSTOMER-OWNED STREET LIGHTING TARIFF IN ACCORDANCE WITH**
10 **SUBSECTION (D) OF THIS SECTION**, the county or municipality shall pay to the electric
11 company the **[fair market] NET BOOK** value of the street lighting equipment **AND THE**
12 **COST OF ALL MAKE-READY WORK PERFORMED BY THE ELECTRIC COMPANY.**

13 **[(e)] (F)** A county or municipality that **[purchases] ACQUIRES** street lighting
14 equipment in accordance with **SUBSECTION (D) OF** this section:

15 (1) shall be responsible for the maintenance of the street lighting
16 equipment; **[and]**

17 (2) may contract with **THE ELECTRIC COMPANY OR** an outside entity for
18 the maintenance of the street lighting equipment; **AND**

19 **(3) SHALL NOTIFY THE ELECTRIC COMPANY OF ANY CHANGE TO THE**
20 **COUNTY'S OR MUNICIPALITY'S STREET LIGHTING EQUIPMENT INVENTORY WITHIN**
21 **30 DAYS AFTER THE ALTERATION.**

22 **[(f)] (G)** (1) Any person who controls the right to use space on any pole,
23 lamppost, or other mounting surface previously used in the county or municipality by the
24 electric company for street lighting equipment shall allow a county or municipality that
25 has purchased the street lighting equipment to assume the rights and obligations of the
26 electric company with respect to the space for the unexpired term of any lease or other
27 agreement under which the electric company used the space.

28 (2) Notwithstanding paragraph (1) of this subsection, the county or
29 municipality may not restrict or prohibit universal access for electricity or any other service
30 by assuming the rights and obligations of an electric company as to space on any pole,
31 lamppost, or other mounting surface used for street lighting equipment.

32 **(H) ANY AGREEMENT OR CONTRACT FOR SALE OR LICENSE AGREEMENT**
33 **THAT APPLIES TO EQUIPMENT MOUNTED ON JOINT USE POLES MAY NOT INCLUDE**
34 **ANY FEES OR OTHER COSTS NOT INCLUDED IN THE CUSTOMER-OWNED STREET**
35 **LIGHTING TARIFF UNDER § 4-212 OF THE PUBLIC UTILITIES ARTICLE.**

(I) AN ELECTRIC COMPANY MAY NOT REQUIRE FROM A COUNTY OR MUNICIPALITY ACQUIRING STREET LIGHTING EQUIPMENT UNDER SUBSECTION (D) OF THIS SECTION:

(1) ANY PROTECTIONS OR INDEMNIFICATIONS; OR

(2) ANY STANDARDS THE ELECTRIC COMPANY DOES NOT CURRENTLY PROVIDE OR REQUIRE OF THE ELECTRIC COMPANY IN THE OPERATION AND MAINTENANCE OF STREET LIGHTING EQUIPMENT UNLESS REQUIRED BY STATE LAW OR REGULATION.

(J) ALL WORKERS EMPLOYED BY A COUNTY OR MUNICIPALITY TO OPERATE AND MAINTAIN STREET LIGHTING EQUIPMENT SHALL BE FULLY QUALIFIED AND MEET ANY FEDERAL AND STATE REQUIREMENTS.

~~[(3)]~~ (K) (1) ~~[Any]~~ EXCEPT AFTER A COUNTY OR MUNICIPALITY INITIATES A CONDEMNATION PROCEEDING, ANY dispute between an electric company and a county or municipality [arising under this subsection shall] REGARDING THE NET BOOK VALUE OF THE STREET LIGHTING EQUIPMENT OR ANY OTHER MATTER ARISING IN CONNECTION WITH THE ACQUISITION OF STREET LIGHTING EQUIPMENT IN ACCORDANCE WITH SUBSECTION (D)(1) OF THIS SECTION MAY be submitted to the Public Service Commission for resolution.

(2) A DISPUTE SUBMITTED IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION SHALL BE CONSIDERED BY THE PUBLIC SERVICE COMMISSION IN ACCORDANCE WITH THE COMPLAINT PROCEDURES ESTABLISHED UNDER § 3-102 OF THE PUBLIC UTILITIES ARTICLE.

(L) IF STREET LIGHTING EQUIPMENT IS THE SUBJECT OF A CONDEMNATION PROCEEDING BROUGHT UNDER THIS SECTION, A JURY IN THE PROCEEDING SHALL DETERMINE THE NET BOOK VALUE AS PROVIDED FOR IN THIS SECTION.

Article – Public Utilities

4-212.

(A) IN THIS SECTION, “STREET LIGHTING EQUIPMENT” HAS THE MEANING STATED IN § 1-1309 OF THE LOCAL GOVERNMENT ARTICLE.

(B) THIS SECTION DOES NOT APPLY TO MUNICIPAL ELECTRIC UTILITIES.

(C) (1) ON OR BEFORE OCTOBER 1, 2023, EACH ELECTRIC COMPANY SHALL FILE WITH THE COMMISSION A CUSTOMER-OWNED STREET LIGHTING TARIFF FOR STREET LIGHTING THAT INCLUDES ELECTRIC DISTRIBUTION SERVICE

1 COSTS AND THE COSTS OF ANY APPLICABLE MAKE-READY WORK PERFORMED BY
2 THE ELECTRIC COMPANY.

3 (2) (I) THE CUSTOMER-OWNED STREET LIGHTING TARIFF SHALL
4 PROVIDE FOR MONTHLY BILLS FOR STREET LIGHTING THAT SHALL INCLUDE A
5 SCHEDULE OF ELECTRICITY CHARGES BASED ON A DETERMINATION OF
6 KILOWATT-HOUR USAGE PER LUMEN RATING OR NOMINAL WATTAGE OF ALL TYPES
7 OF STREET LIGHTING EQUIPMENT BUT MAY NOT INCLUDE MANDATORY STREET
8 LIGHTING FACILITY, SUPPORT, REACTIVE OR PREVENTIVE MAINTENANCE, FIXED
9 MAINTENANCE, OR ACCESSORY CHARGES.

10 (II) THE DETERMINATION IN SUBPARAGRAPH (I) OF THIS
11 PARAGRAPH SHALL BE MADE:

12 1. IN ACCORDANCE WITH APPROVED METHODS OF
13 DETERMINATION FOR UNMETERED STREET LIGHTS; OR

14 2. BASED ON INFORMATION RECEIVED FROM LIGHTING
15 CONTROLS THAT MEASURE USAGE AND COMPLY WITH ANSI C12.20.5 STANDARDS
16 FOR ACCURACY.

17 (3) THE CUSTOMER-OWNED STREET LIGHTING TARIFF SHALL
18 PROVIDE FOR OPTIONS FOR VARIOUS STREET LIGHTING CONTROLS, INCLUDING:

19 (I) CONVENTIONAL DUSK/DAWN OPERATION USING
20 PHOTOCELL TECHNOLOGY OR SCHEDULING CONTROLS;

21 (II) SCHEDULE-BASED DIMMING OR ON/OFF CONTROLS THAT
22 DIM OR TURN OFF STREET LIGHTS DURING PERIODS OF LOW ACTIVITY; AND

23 (III) ACTUAL USAGE AS PROVIDED BY CONTROLS THAT PROVIDE
24 THAT INFORMATION AND COMPLY WITH ANSI C12.20.5 STANDARDS FOR
25 ACCURACY.

26 (D) AFTER RECEIVING A CUSTOMER-OWNED STREET LIGHTING TARIFF
27 FROM AN ELECTRIC COMPANY, THE COMMISSION SHALL ISSUE A DECISION
28 REGARDING THE ADOPTION OF THE CUSTOMER-OWNED STREET LIGHTING TARIFF.

29 (E) THE COMMISSION SHALL ISSUE A FINAL DETERMINATION ON A DISPUTE
30 REGARDING THE TERMS OF A CUSTOMER-OWNED STREET LIGHTING TARIFF
31 ADOPTED IN ACCORDANCE WITH THIS SECTION THAT IS SUBMITTED IN
32 ACCORDANCE WITH THE COMPLAINT PROCEDURES ESTABLISHED IN § 3-102 OF
33 THIS ARTICLE.

1 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June
2 1, 2023.

Sustainable Kensington Survey

This survey addresses “Sustainable Kensington,” an important new Town of Kensington (TOK) initiative. [\[Insert link to article\]](#). The survey is anonymous and will take less than five minutes to complete. We are accepting survey entries until [\[DATE\]](#).

1. Let us know who you are (check all that apply):
 - a. I’m a TOK resident and property owner
 - b. I’m a TOK resident and property renter
 - c. I’m a TOK business owner/operator
 - d. I’m a TOK commercial property owner
 - e. I work in the TOK
 - f. None of the above
2. Please name the street on which your home/business/job is located within the Town of Kensington.
3. How interested would you be in these activities if they were available in the Town of Kensington? (Very Interested, Neutral, Not Interested, Don’t Know)
 - a. Attending a local food fair
 - b. Attending a class on growing your own food
 - c. Attending a class on preserving locally grown food (canning, pickling, etc.)
 - d. Joining a Community Supported Agriculture group (where you buy a share of fresh, locally grown produce and it is delivered weekly to your neighborhood)
 - e. Growing food in a community garden
 - f. Attending a native plant sale
 - g. Using a public Wi-Fi hotspot (paid for by the TOK)
 - h. Attending a “Green Fair” (a fair to educate residents on environmental sustainability, related issues, products and services)
 - i. Visiting a Sustainability Resource Center for residents and businesses
 - j. Installing a rain garden (an area to help slow water runoff that can improve drainage or erosion issues)
4. How concerned are you about any of these issues in your neighborhood? (Very Concerned, Neutral, Not Concerned, Don’t Know)
 - a. Pet waste not picked up
 - b. Flooding when it rains
 - c. Litter on the ground
 - d. The health of local waterways and watersheds
 - e. Not enough trees
 - f. Not enough native plants or pollinator habitats
 - g. Greenhouse gas emissions and our local carbon footprint
 - h. Waste reduction and recycling
 - i. Other (please specify)
5. Should the TOK focus on switching to renewable energy sources (solar, wind, etc.) for the Town government offices, buildings and equipment? (Yes/No/Don’t Know)

6. Should the TOK promote renewable energy adoption and energy efficiency among residents and businesses? (Yes/No/Don't Know)
7. Should the TOK develop and adopt a Green Purchasing Policy (promote support to sustainable businesses, renewable energy, recycled products, etc) for Town purchases? (Yes/No/Don't Know)
8. Would you like to know more about how to make your house, condo, apartment or business more energy efficient through access to rebates or tax deductions? (Yes/No/Don't Know)
9. Are there any topics important to you that you think we are missing or are already doing, but could improve upon? (free response)
10. Is there anything else you would like us to consider? (free response)

Please consider answering these OPTIONAL demographic questions so we ensure we reach a wide-range of stakeholders.

I'd like to Opt Out (skips ahead to thank you message)

Age (>18, 18-25, 26-35, 36-45, 46-55, 56-65, <65, prefer not to answer)

Gender identity (male, female, trans female, trans male, gender variant/non-conforming, not listed, prefer not to answer)

Race/Ethnicity that best describe you: (White or Caucasian, Black or African American, Latinx or Hispanic, Native American or Native Alaskan, Asian, Native Hawaiian or other pacific islander, mixed race, not listed, prefer not to answer)

Thank you for participating in our survey. If you would like to get involved in these initiatives or join the Town's Sustainable Kensington Committee, please contact Sustainable Kensington co-Chairs Ann Lichter (annlichtertok@gmail.com) and Nate Engle (nateengletok@gmail.com).

Resolution No. R-03-2023**Adopted:****A Resolution of the Kensington Town Council Confirming
Appointments Made by the Mayor to the Town Ethics Commission.**

WHEREAS, Chapter II, "Government and Administration", Article 3, "Public Ethics", Section 2-304, "Ethics Commission", of the Town Code requires that there shall be a Town Ethics Commission consisting of three (3) members who shall be appointed by the Mayor, with the approval of the Council, on or before the first Monday in April; and

WHEREAS, the terms of members of the Town Ethics Commission shall begin on the first Monday in April in the year in which they are appointed and shall run for two (2) years with staggered terms; and

WHEREAS, the Town Code provides that vacancies on the Commission shall be filled by the Mayor with the approval of the Council for the remainder of the unexpired term; and

WHEREAS, the members of the Town Ethics Commission shall be qualified voters of the Town and shall not hold or be candidates for any elective office during their terms of office, nor be employees of the Town; and

NOW, THEREFORE, BE IT RESOLVED by the Kensington Town Council that the term of David Beaudet will be completed by Deborah Eckert, and that the term of Jack Gaffey will be completed by Mike McCurry, as appointed by the Mayor and confirmed by the Council as follows:

Deborah Eckert	3923 Washington Street	Term Expires	4-01-2023
Mike McCurry	10313 Fawcett Street	Term Expires	4-01-2024

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kensington Town Council that the terms of Deborah Eckert and Tina Sherman will renew beginning April 1, 2023, as appointed by the Mayor and Confirmed by the Council as follows:

Deborah Eckert	3923 Washington Street	Two Year Term Expires	4-01-2025
Tina Sherman	3515 Perry Avenue	Two Year Term Expires	4-01-2025

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 13th day of February, 2023.

EFFECTIVE the 13th day of February, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____

Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



February 7, 2023

Matt Hoffman
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

Food Scrap Collection Proposal for Town of Kensington

It is our pleasure to present you with a proposal for collecting the food scraps dropped off by residents of the Town of Kensington at the following location:

Location	Address	Bins		Collections per week
		#	size	
Kensington Town Hall	3701 Mitchell Street	Two (2)	65-gallon	Once per week

Compost Crew is the mid-Atlantic's largest food scrap recycler, with approximately twelve million pounds of food waste collected annually. Every week, our team of experienced professionals serves thousands of area businesses, organizations, residences and municipalities. We are confident in our ability to fulfill your food scrap collection needs.

We propose to collect over three quarters of a ton of food scraps each month, according to the schedule outlined above beginning on [TBD]. The cost for these services is as follows:

- **Monthly:** \$230
- **Monthly add-ons:** Quarterly bin-swap at \$85 per service
- **One-time:** \$55 for bin delivery
- **Service Start Date:** [service start date TBD]
- **Proposal Expires:** April 7, 2023

More information on the pricing and the benefits to the Town of Kensington can be found in the detailed sections of the proposal below. We appreciate you taking the time to review our proposal.

Town of Kensington Objectives

Based on our discussions, we understand that your key priorities for this food scrap collection program are:

1. Provide a food waste diversion option that is free to residents of the Town
2. Maximize the environmental efficiency and effectiveness of this diversion option
3. Provide a clean, attractive and effective solution

Compost Crew Recommendations

Based on what we've heard from you, we would recommend the following service levels for the Town of Kensington.

Drop-off: residents bring their own organics to a centralized location.

- **Collection bins:** 2x65-gallon bin collected once a week
- **Premium services:** Liner Swapping helps keep bins clean, but does not work well for unsupervised drop off. A better solution to maintain cleanliness is **quarterly bin swapping**. The fee for this service is \$85 per service. We also provide **Monthly Impact Reports** that help to document the volume of waste being diverted and growth in participation in the program.

Benefits to the Town of Kensington

Signing up with Compost Crew will benefit your Town in a number of ways:

- **Waste Reduction:** Our customers typically find that composting reduces their traditional waste volume by 25-40%. With our data analysis services, we can report the volume of waste diverted by your residents.
- **Great Service:** Compost Crew operates our own trucks seven days a week, providing reliable, on-time collection of your compostable waste on a convenient schedule.
- **It's Cleaner:** Separating out food and other compostables makes your waste stream cleaner, reducing the smells and pests associated with mixed garbage.

What's more, composting is a more sustainable approach to waste that benefits the local environment. Keeping food waste out of the landfill reduces greenhouse gas emissions, enriches the local soil and protects our watersheds.

In short, Compost Crew makes it easy for the Town of Kensington to become more sustainable.

Base Pricing

The base pricing for your food scrap collection services by location is as follows:

Location	Address	Bins		Collections per week	Monthly price
		#	size		
Kensington Town Hall	3701 Mitchell Street	Two (2)	65-gallon	Once per week	\$230.00

Bin Delivery Fees

There is a one-time bin delivery fee of \$55.00 to deliver the bins as specified in this proposal.

Premium Services

The pricing for the recommended premium services is as follows:

Service	Description	Frequency	Price
			Town Hall
Bin Swap	Compost Crew will swap bins quarterly to maintain good sanitation standards	Quarterly	\$85
Weight Reporting	Weight diversion reports	Monthly	Included

About Compost Crew

Compost Crew is a locally-owned organics recycling business that offers simple, clean and convenient composting to thousands of businesses, organizations and residences throughout Maryland, Virginia, and Washington, D.C.. Our team members are dedicated to the mission of protecting the planet, reducing waste, and building community wealth. We are committed to recovering compostable refuse, reducing dependence on landfills and incinerators, and revitalizing our soils.

Please reach out to me at alan@compostcrew.com or call (202) 468-8021 if you have any questions about this proposal. The full team at Compost Crew is ready to earn your business and we look forward to partnering with you to meet your food scrap collection needs.

Sincerely,
Alan Van Order

COMPOST CREW CUSTOMER AGREEMENT - SIGNATURE PAGE

By signing below, the Customer agrees to and accepts the details of the sales proposal contained in this document, including the terms and conditions attached in Schedule A. Contract is effective as of the date signed by the customer representative.

Customer Representative:

Compost Crew, Inc.:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SCHEDULE A - STANDARD TERMS AND CONDITIONS

Services Rendered. Compost Crew Inc. agrees to furnish food scrap collection and disposal services and/or equipment specified herein and customer agrees to make payments as provided herein and abide by the terms and conditions of this agreement.

General Collection Terms.

- Compost Crew will empty the agreed upon number of organics bins at the agreed upon frequency.
- The collection bins must be available for pickup 24 hours/day on the defined pickup day(s). A time window of no less than 6 hours may be added to a stop for an additional fee.
- The Customer is responsible for maintaining the cleanliness of the bins. For an additional fee, Compost Crew will do a simple washout to clean out the bins on a quarterly basis.
- Compost Crew strongly advises the use of BPI certified compostable liners. For an additional fee, Compost Crew will line the collection bins at each pickup.

Waste Material and Contamination. The waste material to be collected and disposed of by Compost Crew pursuant to this agreement is limited to food waste and other organic material that is accepted by the compost facility. For a complete list of acceptable items visit <https://compostcrew.com/thelist/>. Compost Crew reserves the right to refuse to collect any loads that are contaminated with non-compostable material. Compost Crew may also charge a contamination fee of **\$150.00** per pickup if drivers need to sort out contaminated material in order to complete a pickup.

Duration. This agreement is for a term of one (1) year, starting on the Effective Date, defined as the date the agreement is signed by both parties, and will be renewed every year for successive one year periods without further action by the parties. Should the Customer terminate this agreement prior to the end of the term, Customer agrees to pay Compost Crew in liquidated damages a sum equal to the basic monthly charge times the months remaining on the contract.

The agreement may be terminated for a breach of the agreement, provided the breach is not remedied in fourteen (14) days.

The Customer can temporarily suspend services for office closures, holidays, or similar reasons. If services are suspended, Compost Crew will charge \$10/bin/month, and the term of the agreement will be extended by the duration of the suspension.

Payments. Compost Crew invoices are sent electronically to an email address provided by the Customer. Customer shall pay Compost Crew in advance according to the terms agreed in the proposal above for the services and/or equipment furnished by Compost Crew in accordance

with the charges and rates provided for herein. Payment shall be made by Customer to Compost Crew within thirty (30) days of the receipt of an invoice from Compost Crew. The preferred method of payment is ACH. Invoices that must be submitted via other means than email or payments other than ACH may be subject to a monthly fee.

Compost Crew may impose, and Customer agrees to pay a late fee of 5% for all past due payments. In the case of payment in advance of service Customer shall be entitled to a credit for unprovided service. Unprovided service includes scheduled collection not provided because of collector's failure and which the customer reports to the collector within (24) hours. Customer shall not be entitled to a credit for service not provided because of severely inclement weather, legal holidays or other days in which the disposal facility is closed, inaccessibility to container, failure of customer to pay a bill when due, or in the case of unprovided service not reported by customer to the collector within 24 hours of scheduled collection.

Liability for Equipment. Customer acknowledges that it has the care, custody and control of equipment owned by Compost Crew and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Compost Crew. Therefore, customer expressly agrees to defend, indemnify and hold harmless Compost Crew from and against any and all claims for loss or damage to property or injury or death of person or persons, resulting from or arising in any manner out of the customers use, operation or possession of any equipment furnished under this agreement.

Compost Crew is entitled to charge a fee to replace any damaged or lost equipment.

Right of First Refusal. Compost Crew will be given the right to match any competitor offer at the end of the term of the agreement.

Right to Cure. Compost Crew will be given 48 hours during the working week to rectify any complaints including alleged missed pick-ups.

Disposal Fee and Fuel Price Adjustments. Compost Crew reserves the right to adjust the monthly price based upon increases in disposal fees and fuel costs. Compost Crew will give Customer thirty (30) days notice prior to any such change.

Other Rate Adjustments. Compost Crew may adjust its rates annually upon renewal for reasons other than dump fee and fuel adjustments, but any other such adjustments that results in a percentage increase greater than the percentage increase in the local consumer price Index for urban wage earners and clerical workers (all items) published by the U.S. Department of Labor statistics, since the date of the last such adjustment (or since the date of execution of this agreement, in the case of the first such adjustment) shall be subject to the customers approval upon thirty (30) days notice prior to the effective date of this adjustment.

Overage Fees. The price quoted and agreed accounts for the estimated weight quoted in the proposal and the amount of waste that fits in the bins provided by Compost Crew. Compost Crew reserves the right to charge overage fees for amounts of waste that exceed the monthly weight estimate and/or waste that is loaded over the top of the rim of the container.

Changes. Changes in the rates, the type, size and amount of equipment and the frequency of service may be agreed to in writing via email or a contract amendment by the parties without affecting the validity of this agreement.

Excused Performance. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond reasonable control including, but not limited to strikes, riots, fires and other force majeure events. Compost Crew reserves the right to suspend collection during severe inclement weather and all legal holidays.