

Mayor Tracey Furman

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



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

Released: October 9, 2023

**Wednesday, October 11, 2023
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held at Town Hall and via the Zoom Video Conferencing application only.

The Council Meeting will begin at 7:00 pm. For those wishing to access the meeting through Zoom, please use the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/82442851685?pwd=Q0dsdHFTc2xzUx4a3ZlSHhTQnZ3QT09>

Meeting ID: 824 4285 1685

Password: 575051

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of September 13, 2023

THE MAYOR AND TOWN COUNCIL

- 1. County Councilmember Kate Stewart:**
 - a. County Councilmember Kate Stewart will provide an update with regards to County topics and legislative priorities.
- 2. Holy Cross Health Sign (10605 Concord Street):**
 - a. Discuss and review the request from Holy Cross Health to install a sign at a height of 47'-6" at 10605 Concord Street.
- 3. Halloween Street Closures:**

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

- a. Discuss closing additional streets around Perry Avenue and Farragut Avenue on Halloween to accommodate pedestrian traffic.

THE TOWN MANAGER AND STAFF

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-15-2023** – A Resolution of the Mayor and Council of the Town of Kensington to establish a Lease Agreement with 10509 Summit Avenue Ventures, LLC (The Flats at Knowles Station) for 48 public parking spaces at the proposed project.
2. **Resolution No. R-16-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing an MOU for non-exclusive use of Reinhardt Park with the Brookewood School for Girls.
3. **Resolution No. R-17-2023** – A Resolution of the Mayor and Town Council Authorizing the Town Manager to establish ‘No Parking’ along the north side of the 3800 block of Plyers Mill Road, between 3837 and 3844 Plyers Mill Road.
4. **Resolution No. R-18-2023** – A Resolution of the Mayor and Town Council of Kensington Authorizing the extension of the existing refuse and recycling contract with Ecology Services Refuse & Recycling, LLC, for the term of one-year, per the Contract Agreement.
5. **Resolution No. R-19-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a contract with Brudis & Associates, Inc. (BAI), for a storm drain survey within the C-line of the Town’s storm drain network.

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:

Council Meeting: Wednesday, November 8, 2023, 7:00 pm



PARKING SPACE LEASE AND ACCESS EASEMENT AGREEMENT

THIS PARKING SPACE LEASE AND ACCESS EASEMENT AGREEMENT ("Agreement"), is made and executed this ___ day of _____, 2023, by and between **10509 SUMMIT VENTURE LLC**, hereinafter called the "Landlord," and **THE TOWN OF KENSINGTON**, a municipal corporation of the State of Maryland, hereinafter called the "Tenant."

WITNESSETH, that Landlord has agreed to, and does hereby, lease unto Tenant forty-eight (48) designated parking spaces ("Leased Parking Spaces") to be built as part of the proposed development known as "Flats at Knowles Station" Site Plan # 820210030 ("Development") to be constructed on certain real property located at 10509 Summit Avenue, Kensington, Maryland 20895, referenced as Tax ID Nos. 13-01023917, 13-01023906, 13-01023894, 13-01482176, 1301023952, and acquired by deed recorded in the Land Records of Montgomery County, Maryland at Liber 56199, folio 0066, ("Premises") commencing on the issuance of the first use and occupancy permit for any part of the Development that includes the parking spaces ("Commencement Date"). The location of the Leased Parking Spaces is on the ground level of the parking garage in the Premises. If all forty-eight spaces cannot be located onto the ground level due to lack of space, any remaining spaces will be located on the subgrade level, as detailed in attached Exhibit A, which is incorporated herein by reference. The parking spaces will not be tandem spaces. This Agreement also establishes an easement to the benefit of the Tenant, its invitees, licensees, and the general public, for ingress and egress across the Premises to access the said Leased Parking Spaces and a covenant to allocate the Leased Parking Spaces for a period of at twenty-five (25) years.

NOW THEREFORE, WITNESSETH, that for and in consideration of the foregoing, which is incorporated herein, the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Landlord and Tenant agree on behalf of themselves, their successors and assigns, that the Premises shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Premises or any part thereof and shall inure to the benefit and be specifically enforceable by the Parties, their successors and assigns as follows:

1. POSSESSION. Tenant takes and holds the Leased Parking Spaces as tenant for the Term and subject to the conditions as herein provided, at the Rent payable as set out herein, and the said Tenant will pay the Rent specified at the time, place and in the manner herein provided. Should the construction of the Development not proceed, then in that event, Tenant shall have the right to cancel this Agreement by giving Landlord written notice hereof, and this Agreement shall be considered null and void.

2. TERM. The lease term ("Term") is twenty-five (25) years from the Commencement Date, unless otherwise extended or terminated in accordance with this Agreement. The Term can be reduced only with the concurrence of the Maryland Board of Public Works.

3. RENT. The total rent payable to Landlord by Tenant ("Rent") for the exclusive use of the Leased Parking Spaces during the Term shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) in total and shall be calculated and payable as set out herein. The source of the funds for payment of the Rent by Tenant is a Legislative Bond Initiative, enacted in 2023 as HB 200 and HB 201, for construction of the Leased Parking Spaces. The funds are paid through a Grant Agreement with the State of Maryland, which requires that the funds be expended only as reimbursement for costs already paid, or directly to the contractor performing the work described in the invoice has been completed. As a condition of this Lease and for the necessity of payment of rent, Landlord must encumber and spend funds and request reimbursement within the time frames provided in HB 200, HB201 and the Grant Agreement or the funds must be returned to the State of Maryland or used for another authorized purpose by the Tenant. In the event the funds are not encumbered, spent and/or requested for reimbursement as required herein, the obligation to pay Rent is null and void and this Lease is terminated. Landlord acknowledges and agrees that the Rent will be paid only under the circumstances stated in this paragraph and in conformance with the Grant Agreement and HB 200 and HB 201. The Maryland Department of General Services shall have authority to review Landlord consultant and contractor agreements and invoices for which payment is sought and must authorize any such Rent payments. The Grant Agreement between the State of Maryland and the Tenant is attached as Exhibit B and incorporated herein by reference. work only after the Tenant has certified that the Rent shall be paid to Landlord at such place as Landlord may designate in writing.

4. TENANT PROPERTY AND LIABILITY INSURANCE. The Tenant shall maintain during the entire term of this Agreement comprehensive general liability insurance. The Tenant will provide a certificate of insurance to Landlord for all coverages.

Comprehensive General Liability Insurance

(A) Personal injury liability insurance with limits of \$2,000,000.00 combined single limit.

(B) Property damage liability insurance with limits of \$1,000,000.00 combined single limit. All insurance shall include completed operations and contractual liability coverage.

Tenant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Tenant or on behalf of the Tenant under this Agreement.

Copies of the certificates of insurance for all required coverage shall be furnished to the Landlord prior to taking possession of the Leased Parking Spaces. The Certificate shall demonstrate that the Tenant has complied with the requirements of this section and be in a form acceptable to the Landlord. The Landlord shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Tenant of any of the responsibilities or obligations assumed by the Tenant in this Agreement or for which the Tenant may be liable by law, and does not alter or waive immunities or damage limits applicable to municipal government as provided by law.

5. UTILITY AND CLEANING CHARGES. Landlord will pay all utility charges including only water, sewer charges, oil, gas, and electric bills, if any, for the Premises. Landlord is responsible weekly trash removal and cleaning of the Leased Parking Spaces.

6. USE OF PREMISES. Tenant, its invitees, licensees and the general public shall have access to the Leased Parking Spaces across the Premises for exclusive use of the Leased Parking Spaces. Limited time parking for the Leased Parking Spaces will be determined by agreement of the Parties. The Tenant shall have first right of refusal to install a parking meter system on the Premises for control of the spaces, and to retain any resulting revenue. All Tenant alterations, improvements or installations not removed by Tenant at the end of the Term shall become the property of Landlord without liability on Landlord's part to pay for the same. Approval of such alterations shall not constitute assumption of any responsibility by Landlord, and Tenant shall be solely responsible therefore.

7. DISORDERLY OR UNLAWFUL USE. Tenant will not use, nor permit said Leased Parking Spaces or any part thereof to be used, for any disorderly or unlawful purpose.

8. TRANSFER, ASSIGN OR SUBLET. Tenant will not transfer or assign this lease, by operation of law or otherwise, nor let nor sublet the whole or any part of said Leased Parking Spaces without the prior written consent of the Landlord.

9. SURRENDER OF PREMISES. Tenant will surrender the Leased Parking Spaces at the expiration of the Term herein in the same order in which the Leased Parking Spaces were received, usual wear and tear and damage by fire, storm and public enemies only excepted.

10. PARKING LOT MAINTENANCE. Landlord will keep the Development parking lot and access to the Leased Parking Spaces free from ice, snow and obstructions.

11. INDEMNIFICATION. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq. and §5-507. Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Tenant shall indemnify and save harmless the Landlord, its agents, servants, employees and contractors from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, caused by the negligent or willful act or omission on the part of the Tenant, its officers, employees, licensees, invitees, and agents. The Landlord shall indemnify and save harmless the Tenant, its officers, employees, licensees, invitees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, caused by the negligent or willful act or omission on the part of the Landlord, its agents, servants, employees and contractors.

12. REPAIR OF PREMISES AND LANDLORD ACCESS. The Leased Parking Spaces and all installed equipment, light fixtures and appurtenances will be in good repair, order and condition on the Commencement Date. Tenant shall pay for all damage to the Leased Parking Spaces, normal wear and tear excepted, as well as all damages sustained by Landlord or its affiliates, due to any waste, misuse or neglect of the Leased Parking Spaces, by Tenant, its

officers, officials, agents, employees, licensees or invitees, or the general public while on the Premises. Landlord shall maintain, keep in good repair, and replace if necessary the roof, exterior walls, structural elements, electrical, HVAC, and mechanical systems of the Premises, so long as the need for any maintenance or repair thereof shall not have resulted from the negligence of Tenant or Tenant's agents, employees or contractors, licensees, or invitees while using or accessing the Leased Parking Spaces.

Tenant will allow Landlord or its Agent access to said Leased Parking Spaces at any and all reasonable times for the purpose of inspection,

13. SIGNS. The Landlord will provide and install locational signs on the façade of the parking lot building and/or the Leased Parking Spaces as needed for identification and notification of parking space availability on-site for use by the public, that are in compliance with the sign regulations of the Town of Kensington and subject to approval of the Tenant. Tenant will not erect nor place any additional signs upon the windows, doors or outside walls of said Premises or make any alterations or additions to the demised premises without the prior written consent of the Landlord.

14. COMPLIANCE WITH GOVERNMENTAL AUTHORITY. Tenant will, at Tenant's cost, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Tenant by the ordinance, laws and/or regulations of the Federal Government, Municipality and County, in which Lease Premises are located, or by any of its various departments, whether required of Landlord or otherwise, to be done or performed during the term of the agreement, insofar as they are occasioned by or required in the conduct of the governmental purposes of Tenant, or in the Tenant's use and occupancy of said premises for the purpose permitted.

15. LEASE SUBORDINATION. This lease is subject and subordinate to the lien of any mortgage, or deed of trust encumbrance or encumbrances now or at any time hereafter placed upon the said premises, and the Tenant does hereby agree to execute, acknowledge and record any and all instruments to effect such subordination which the Landlord may request or require.

16. TENANT OBLIGATIONS. Should Tenant fail to perform any of the duties hereunder after thirty days' notice to cure, Landlord may cause the same to be performed at a reasonable cost and paid for. Payment of reasonable sums by reason of Tenant default in any way, shall be deemed additional rent and due from Tenant to Landlord on the first day of the month following billing for said charge.

17. LEGAL PROCEEDINGS. In the event legal proceedings are successfully instituted against Tenant by the Landlord, either for payment of rent or for possession, then Tenant agrees to pay all court costs instant to such proceedings, together with a reasonable attorney's fee, as awarded by a court of competent jurisdiction. Both parties waive their right to a jury trial in any legal proceedings instituted by either party arising out of or in connection with this Agreement or the Leased Premises.

18. WAIVER OF COVENANT. If proceedings shall at any time be instituted as aforesaid, and compromise of settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any covenant, condition or agreement contained herein or of any subsequent breach of this agreement.

19. BANKRUPTCY AND ASSIGNMENT. It is further understood and agreed, that in the event Tenant is adjudicated as bankrupt or makes an assignment for the benefit of Tenant's creditors, this agreement shall, at the option of Landlord, cease and determine and said premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith re-enter and repossess said premises.

20. FIRE AND CASUALTY DAMAGE. It is further understood and agreed, that if the Lease Premises, or any part thereof, shall at any time be destroyed by fire (or other unavoidable casualty) as to be unfit for occupancy or use, then the rents herein reserved, or a fair and just proportion thereof, according to the area of the leased premises which is unusable by Tenant, and the nature and extent of the damage sustained, shall, until the said premises shall have been rebuilt or restored and made fit for occupancy or use, be suspended and cease to be payable, or these presents shall, at the election of either party, thereby be determined and ended, provided, however, that in the event of partial damage to the demised premises from fire or other casualty not involving the repair or reconstruction of a substantial portion thereof, the Landlord shall promptly restore same to such condition as will permit Tenant to use and occupy said premises for the purpose herein set forth. Provided however, any obligation of Landlord hereunder shall be limited to the basic building and interior work originally installed by Landlord. Landlord shall commence such repairs or restoration with reasonable diligence after notice thereof and after a reasonable period of time for Landlord to adjust Landlord's insurance claims, and shall prosecute same in an expeditious manner.

21. EXPIRATION OF LEASE. In the event the Tenant shall elect and be suffered to remain in possession of the said premises at the expiration of the term hereby created, said Tenant shall, by virtue of this agreement, become a Tenant by the month, and said monthly tenancy shall be subject to all the conditions and covenants of said lease as though the same had been a monthly tenancy, instead of the tenancy as provided herein, and shall give to the Landlord at least thirty (30) days' notice of any intention to remove from the Lease Premises, and shall be entitled to a like notice from Landlord in the event Landlord desires possession of said premises.

22. WAIVER OR BREACH OF COVENANT. It is further understood and agreed, that the covenants, conditions and agreements contained in the within lease to be performed by the respective parties, are binding on, and may be legally enforced by, the said parties, their heirs, executors, administrators, successors and assigns, respectively, and that no waiver of any breach of any covenant hereof shall be construed to be a waiver of the covenant itself or of any subsequent breach thereof, or of this agreement.

23. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULTS. Should the Tenant default in performance of any of the terms, covenants or agreements herein provided including, but without limitation, insurance premiums, utilities charges, failure to discharge forthwith a

mechanics' lien filed by contractors of Tenant, repairs to the premises or in any other respect whatsoever, or should Landlord incur any reasonable charge, expense or fees as a result of the breach by Tenant of any of the terms of this lease, Landlord shall have the right to cure any such defaults or incur any such expense and shall charge said expenditures made by it as additional rent, and Tenant agrees to forthwith pay such additional rent to Landlord. Should Tenant fail to pay such sums forthwith after demand therefore, Landlord shall be entitled to all of the remedies herein provided with respect to the collection of such charges as in the case of nonpayment of rent.

24. CAPTIONS. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or construe or describe the scope or intent of any paragraph or section of this lease nor in any way affect this Agreement.

25. FINAL AGREEMENT. This Agreement contains the entire and final agreement by and between the parties hereto, and they shall not be bound by any statements, conditions, representations, inducements, or warranties, oral or written, not herein contained.

26. NOTICES. All notices required to be given shall be in writing and mailed or delivered to the following addresses:

TO LANDLORD:

TO TENANT: Matthew J. Hoffman
Town Manager
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the said parties hereunto signed their names and affixed their seals.

WITNESS:

TENANT:
THE TOWN OF KENSINGTON

Susan Engels, Clerk-Treasurer

Tracey C. Furman, Mayor (SEAL)

STATE OF _____)
COUNTY OF _____) ss:
Tracey C. Furman, Mayor

I HEREBY CERTIFY that on this _____ day of _____ 2023, before me, a Notary Public of the State and County aforesaid, personally appeared Tracey C. Furman, who acknowledged herself to be the Mayor of the Town of Kensington, and that she, as such Mayor being authorized to do so, executed the foregoing instrument for the purposes of signing the name of the Town of Kensington.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Suellen M. Ferguson, Town Attorney

LANDLORD:
10509 SUMMIT VENTURE LLC

_____ By: _____ (SEAL)

Its: _____

STATE OF)
) ss:
COUNTY OF)

I HEREBY CERTIFY that on this _____ day of _____ 2023, before me, a Notary Public of the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of **10509 SUMMIT VENTURE LLC**, and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

[NOTARIAL SEAL]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 11th day of October, 2023, by and between the Brookwood School, Inc. (the "School"), part of the Avalon Education Group, Inc., a Maryland corporation (collectively "AEG"), and the Town of Kensington, Maryland, a Maryland municipal corporation ("Town").

WHEREAS, AEG is a tenant of the property located at 10401 Armory Avenue, Kensington, MD (the "Property") and operates the School, a private educational institution, on the Property; and

WHEREAS, in connection with its occupation of the Property and its operation of a private educational institution, AEG desires to use certain public park space and facilities at Reinhardt Park, which is owned and maintained by the Town (the "Park"); and

WHEREAS, the Mayor and Council have the authority to regulate, and permit the use of, all land and recreations facilities of the Town in accordance with Chapter VII, "Public Health, Safety, and Conduct", Section 7-104, "Regulations for and Permitting of Town Property", of the Town Code; and

WHEREAS, the Mayor and Council have adopted regulations for the use of the Town parks under Section 7-105, "Regulation of Parks" of the Town Code; and

WHEREAS, the School has requested scheduled non-exclusive use of Reinhardt Park ("Use") as part of an educational or other activity that is being offered for a tuition or fee, wherein the use of the Park is a part of the program being offered or is included in the routine activities of the program; and

WHEREAS, the proposed Use requires a permit, which must be issued in conjunction with a Memorandum of Understanding with the Town with respect to the Use under Section 7-105; and

WHEREAS, this MOU establishes requirements and a schedule for Use of Reinhardt Park by the School and shall be effective for so long as the Use is permitted by the Town, unless amended by the parties hereto; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to approve a non-exclusive permit for the proposed Use, in conjunction with this MOU.

NOW, THEREFORE, The School and the Town (hereinafter at times referred to collectively as the "Parties" or individually as a "Party") agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this MOU as if the same were set forth in the body of this MOU.

2. Use of the Park.

(a) In connection with its non-exclusive Use of the Park, the School shall:

(i) Contribute the sum of **\$1,000.00** per year, beginning on the date of the issuance of the permit, to the upkeep and maintenance of the Park, which amount shall be reviewed on an annual basis and may be amended from time to time by resolution of the Mayor and Town Council at their sole discretion; and

(ii) Remove all debris and trash from the Park that results from the School's use and enjoyment of the Park, and in any event by 4:30 p.m. on each day on which the School utilizes all or any part of the Park; provided, however that the School shall have no obligation to remove debris or trash deposited in the Park by the Town or third parties other than the School, its employees and invitees.

(b) The School may use the Park Monday through Friday between the following hours:

- 10:00 am – 10:45 am for no more than 25 children, ages twelve (12) and under; and
- 12:00 pm – 1:20 pm for no more than 25 children, ages twelve (12) and under

The School agrees that it shall only use the Park for periods of no more than the morning and afternoon allotted time-frames. Provided, however, that in the event that inclement weather or other event outside of its control (e.g., such as a repair crew in the Park or mulching of the Park) the School may use the Park for 30 minutes earlier or later than the allotted time-frames, subject to other scheduled uses. In addition, the School shall have the right to use the Park in connection with discrete events ("Special Use") (e.g., collection of leaves for art projects, setting out and collecting pumpkins for Halloween celebration) outside of the time-frames set forth above but no more than one time per month, and provided that such use shall not last more than 30 minutes. The Special Use of the Park shall be approved by the Town Manager or designee of the Town. Children using the Park by virtue of this MOU and the related permit will be appropriately supervised at all times by the School staff and parent volunteers in accordance with all applicable rules and regulations; and be provided uniquely identified safety vests or uniforms so not to be confused with any other licensed school.

3. Term. This MOU shall continue in effect for so long as an associated permit is issued by the Town for the Use. This MOU shall automatically terminate without further action if and when the associated permit ends or is revoked by the Town for whatever reason. The School may terminate this MOU upon cessation of the Use and prior written notice to the Town.

4. Insurance. The School will purchase and maintain during the entire term of this MOU, comprehensive general liability insurance and workers' compensation insurance with limits of not less than those set forth below. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better. On each policy, the School will name the Town of Kensington, its' officers, officials, agents and employees as an additional insured and shall provide an additional insured endorsement, with the exception of the workers' compensation insurance.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Workers' Compensation Insurance. The School shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

The School covenants to maintain insurance, in these amounts, which will insure all activities undertaken by the School pursuant to this MOU and its associated permit. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to any Use.

Provision of any insurance required herein does not relieve the School of any of its responsibilities or obligations, or for which it may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

5. Release and Hold Harmless. Use of the Park by the School and its children shall be at the sole risk of the School, and the School hereby releases and holds the Town and its officers, officials, agents and employees harmless for any injury or liability, including death, that may be suffered in connection with the Use of the Park by the School, its' employees, agents, children, volunteers, or invitees, except to the extent caused by the gross negligence or willful misconduct of the Town, its agents, officers, officials, or employees.

6. Not a Real Property Interest. This MOU sets forth a certain rights which shall not be deemed or construed to create any real property interest in the Park.

7. Future Regulation. The Parties acknowledge and agree that the Town has the authority to regulate Town property, including the Park. The School agrees that nothing in this MOU may be construed to prospectively limit the ability of the Town to exercise this authority and that this MOU will be governed by any such regulation.

8. Indemnification. Neither the Town nor its officers, officials, employees or agents will be liable for any damage to or theft of or loss of the School's property in the Park whether it is by the act or omission of the Town, its officers, officials, employees, residents, agents or invitees. The School hereby releases the Town therefrom, unless such damage to or theft or loss of the School's property results directly from the gross negligence or willful misconduct of the Town, its officers, officials, employees or agents. The School shall reimburse and shall indemnify, defend upon request and hold the Town, its officers, officials, employees, and agents harmless for, from and against, all costs, damages, claims, liabilities, expenses (including attorneys' fees, disbursements and actual costs), losses and court costs suffered by the Town, its officers, officials, employees, or agents, based on or arising out of, in whole or in part, (a) the Use and occupancy of the Park by the School or any of its employees, agents, volunteers, or invitees or (b) any breach of the School's obligations under this MOU.

9. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered by hand (with receipt therefor) or by a recognized overnight delivery service or by certified mail, return receipt requested, first-class postage prepaid, (i) if to the School, at 10401 Armory Avenue, Kensington, MD 20895, and (ii) if to the Town, 3710 Mitchell Street, Kensington, MD 20895, unless notice of a change of address is given pursuant to the provisions of this paragraph. Any notice sent in compliance with this Section 9 shall be deemed given on the date of delivery in the case of hand-delivery, on the earlier of the date of receipt or three (3) days after mailing in the case of mailing, or on the next business day in the case of a recognized overnight delivery service. A change of address by either of the parties shall be delivered to the other party in accordance with the terms of this Section 9.

10. Recordation. The School agrees not to record this MOU.

11. Risk of Loss. All property belonging to the School, its agents or any other person, that is placed in the Park shall be and remain at the sole risk of the School or such agents or other person.

12. Governing Law. This MOU shall be interpreted in accordance with the laws of the State of Maryland (exclusive of its conflict of laws provisions).

13. Successors and Assigns. The terms of this MOU shall be binding on any successor or assign of the School. Nothing in this Paragraph 13 shall diminish the Town's rights set forth in Section 9 regarding future regulation of the Park. In any event, the School shall not assign any right or obligation under this MOU, whether by operation of law or otherwise, without the Town's express written consent, which may be withheld in the Town's sole discretion. In the event of insolvency of either party, this MOU shall terminate immediately at the election of the other party.

This MOU and its associated permit constitutes the entire agreement between the Town and the School with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

The School will be responsible for obtaining any and all licenses and permits pertaining to its child care operations. All services and materials provided by the School during the Use shall conform to all applicable laws and regulations.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date set forth above.

Brookewood School for Girls

By: _____

Name: R.J. Hawley

Title: Executive Director

TOWN OF KENSINGTON

By: _____

Name: Tracey C. Furman

Title: Mayor

DRAFT

Resolution No. R-17-2023

Adopted:

A Resolution of the Mayor and Town Council Authorizing the Town Manager to establish 'No Parking' along the north side of the 3800 block of Plyers Mill Road, between 3837 and 3844 Plyers Mill Road.

WHEREAS, Article VI, "Powers of the Council", Section 602, "Specific Powers", Subsection (40), "Streets", of the Town Charter states that the Council shall have the power to construct, maintain and improve the streets and to control the public ways of the Town; and

WHEREAS, Chapter IV, "Traffic and Vehicles", Article 2, "Parking", Section 4-103, "Traffic and Parking Control Devices", Subsection (a) of the Town Code states:

The Council may, by resolution, have erected "stop," "no parking," "speed limit," "one way," "yield," "no U-turn," "no-thru traffic," "no right turn," and "do not enter" signs and other traffic control and parking restriction devices to control, regulate, warn, or guide traffic or limit parking on streets, other public ways, or other areas in the Town of Kensington.

WHEREAS, The Town has received continued complaints about abandoned vehicles being left within the public right-of-way along the 3800 block of Plyers Mill Road; and

WHEREAS, In order to effectively enforce and remove the abandoned vehicles in a timely manner, the Mayor and Council believe it is in the best interest of the Town to establish a No Parking area along the 3800 block of Plyers Mill Road, specifically between 3837 and 3844 Plyers Mill Road.

NOW, THEREFORE, BE IT RESOLVED that the Town Manager is hereby authorized to establish 'No Parking' along the north side of the 3800 block of Plyers Mill Road, between 3837 and 3844 Plyers Mill Road.

ADOPTED by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 11th day of October, 2023.

EFFECTIVE the 11th day of October, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor




NOTES

Lot 17E, as shown, was taken from a subdivision record plat titled "James E. Waugh's Subdivision - Kensington" and is recorded among the Land Records of Montgomery County, Maryland in Plat Book 78 as Plat 7812.

All improvements not shown.

I hereby certify that the survey information shown hereon is correct:


John R. Witmer
Professional Land Surveyor
MD Reg. No. 10668

Two year MDLLR Professional Land Surveyor's License
License Renewal Date: 11/29/2023



PLYERS MILL ROAD

PEPCO Pole
#777435-8970

Pinched Pipe
Found



57.31 (S)
57.08 (P)
N56°35'14"W (S)
N57°15'10"W (P)

Pinched Pipe
Found

N84°43'28"W (S)
N80°10'10"W (P)

Nail Found

S55°45'05"E (S)
S55°27'40"E (P)
49.77 (S)
50.00 (P)

Rebar w/
Cap Found

Exist. Building
#3917

Lot 16A

James E. Waugh's
Subdivision - Kensington
P.B. 55 P. 4455

Rebar w/
Cap Found

87.45 (S)
87.36 (P)
S5°08'38"W (S)
S5°30'00"W (P)

7.25 (S)
5.50 (P)

Chain Link Fence

BOUNDARY SURVEY W/
LOT STAKE-OUT SKETCH
LOT 17E

James E. Waugh's Subdivision -

KENSINGTON

PLAT BOOK 78 PLAT 7812
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' SEPTEMBER, 2023

WITMER ASSOCIATES, LLC
LAND SURVEYING - LAND PLANNING & DESIGN
18401 Woodfield Road, Suite C, Gaithersburg, MD 20879
(301) 740-1409 Fax (301) 740-3056 23037 A



Tolerance for measurements indicated hereon = 0.25' +/-

Resolution No. R-18-2023
Adopted:

A Resolution of the Mayor and Town Council of Kensington Authorizing the extension of the existing refuse and recycling contract with Ecology Services Refuse & Recycling, LLC, for the term of one-year, per the Contract Agreement.

Whereas, Article VI, “Powers of the Council”, Section 601, “General Powers”, of the Town Charter authorizes the Mayor and Council to take action as it may deem necessary for the good government of the Town; for the protection and preservation of property, rights, and privileges; for the preservation of peace and good order; for securing person and property from violation, danger, or destruction; and for the protection and promotion of the health, safety, and welfare of the residents and visitors of the Town; and

Whereas, Article VI, “Powers of the Council”, Section 602, “Specific Powers”, Subsection 19, “Garbage”, of the Town Charter authorizes the Mayor and Council to require waste and hazardous waste materials to be removed to designated points through an organized manner; and

Whereas, the Mayor and Council in accordance with Section 2-404, “Awarding of Bids”, awarded a contract to Ecology Services Refuse & Recycling, LLC, (“Contract”) in Resolution R-17-2018, for refuse and recycling services within the Town; and

Whereas, Section II, “Contract Term”, of the agreement, authorizes the Town to renew the terms of the Contract for up to an additional three (3) consecutive one-year terms; and

Whereas, the Mayor and Town Council have determined that it is in the public interest to authorize the Town Manager to renew the Contract for the final one-year term on the same terms and conditions, and to adjust the unit pricing in accordance with the prior tipping fee increases by Montgomery County.

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to renew and extend the Contract with Ecology Services Refuse & Recycling, LLC, on the same terms and conditions, and to amend the unit pricing for 2024 in accordance with the increased tipping fees instituted by Montgomery County, as follows:

Weekly (Twice) Trash	601 Units	\$12.76 - per unit, per month
Weekly Recycling	575 Units	\$6.77 – per unit, per month
Weekly Yard Waste	574 Units	\$5.09 – per unit, per month
Weekly Bulk	574 Units	\$1.28 – per unit, per month

Adopted by the Town Council this 11th day of October, 2023.

Effective the 1st day of January, 2024.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

THIS IS TO CERTIFY that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 11th day of October, 2023.

By: _____
Susan C. Engels, Clerk – Treasurer