

**Agenda**  
**Work Session**  
**December 5, 2016**  
**7:00 pm**

**1. Announcements**

**2. Minutes**

**3. Department Reports/ Citizen Comments**

**4. Action Items**

- Vision, Mission Statement draft resolution
- Video streaming vendor selection

**5. Discussion Items**

- Charter amendment update
- Legislative dinner debriefing
- Ordinance 120 proposed amendments

**6. Upcoming Town Council Schedule**

- December: 5<sup>th</sup> Worksession, 14<sup>th</sup> Town Meeting, 19<sup>st</sup> Worksession
- Holiday closings: December 23, 26, 30 and January 2
- Holiday lunch: Dec. 16<sup>th</sup>, 1:00 – 2:30 p.m.
- Tree Lighting: Dec. 3<sup>rd</sup>, 6:00 pm, Town Center
- Holiday Decorating Contest: Dec. 20<sup>th</sup> – 31<sup>st</sup>



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Tel. (301) 474-5000  
Fax (301) 474-5002

## Draft Minutes Worksession November 7, 2016

The meeting was called to order at 7:21 p.m. Present were Mayor Cheryl Jewitt, Mayor Pro Tem (MPT) Jodie Kulpa-Eddy and Councilmembers (CMs) Patricia Dennison, Christopher Rasmussen and Gerald Shields. Also present were Town Administrator (TA) Jessica Cowles, Clerk Kerstin Harper, and Mike Attick.

### 1. **Announcements**

The general election will take place tomorrow, November 8, 7:00 a.m. to 8:00 p.m. Voting takes place at the Berwyn Heights Elementary School (BHES). CM Shields is working on a citizen survey.

### 2. **Minutes**

MPT Kulpa-Eddy moved to approve the October 17 worksession minutes. CM Dennison seconded. The minutes were approved 5 to 0. The October 12 Town meeting minutes were distributed.

### 3. **Department Reports**

Mayor Jewitt announced that all directors will personally give their department reports at the next Town meeting. Trick-or-Treating went well and without incidents requiring police assistance. Mayor Jewitt enjoyed bar-tending at a recent College Park Airport Museum happy. She also met with Greenbelt Mayor Jordan for a chat.

MPT Kulpa-Eddy reported that early voting at the College Park Community Center was chaotic due to a lack of parking. Besides general election candidates, a number of local bonds and charter amendments are on the ballot. Question 2 proposes to add two at-large members to the Prince George's County Council, which will increase County Council costs by approximately \$1 million. At a recent meeting, the Four Cities agreed to send a letter regarding Module 3 of the Prince George's County zoning rewrite. Berwyn Heights sent a separate letter.

MPT Kulpa-Eddy continued that she attended a listening session on legislative priorities with County Executive Baker. She learned that the County plans to move the County Administration Building to Largo, switch to once-a-week trash collection, and consider allowing the use of plastic yard waste bags.

CM Dennison reported that Public Works continues to take care of the Town. Mayor Jewitt added that one of the DPW trucks leaked oil onto Town streets, which was cleaned up with cat litter and removed.

CM Shields reported he is working on a citizen survey to gauge interest in wheeled recycling bins and other topics. The BHES PTA is working to improve timely school bus pickups and is exploring training at the PGCPs family institute. The Education Advisory Committee wonders if they should review Town grants to local schools as proposed by CM Robles. The Boys & Girls Club is concerned about non-permitted use of the ball fields. NW/EP will propose appointment of an emergency manager. The Green Team has reached out to the County's Master Gardeners about the raingarden at the Town Center. CM Shields inquired with neighboring cities about becoming an MML banner city and will soon make a recommendation to the Council.

The Council sought clarification on the citizen's survey, the educational grants and the emergency manager. A discussion of the role of the emergency manager and the status of the Town's emergency operations plan, ensued. MPT Kulpa-Eddy explained that the emergency plan was adopted from the City of Laurel's plan that was developed in the aftermath of the 9-11 attacks. It is in need of a revision in light of the adoption by the County of an incident command system.

CM Rasmussen asked why an emergency operations plan is being developed by the NW/EP rather than the Town Administrator and the Police Chief. More broadly, he wondered what the scope of authority of the NW/EP is, and what the Town wants this Committee to do. Mayor Jewitt noted the Council charged the NW/EP with drafting a standard operating procedure (SOP) for the emergency trailer, which will be submitted to the Council for review.

#### **4. Citizen Comments**

CM Rasmussen received a comment on the draft amendments to the Rental Housing Ordinance and the changes proposed for renting to family members; a comment on the viability of the Branchville Volunteer Fire Department after the County stopped assigning career fire fighters to the station; and a comment from a resident about Pepco's tree removals. Mayor Jewitt received a comment about the meeting minutes being too detailed, and the suggestion to include a box with key words for particular meeting minutes.

Mike Attick, 62<sup>nd</sup> Avenue, stopped in to address the questions raised by the Council about the NW/EP. He said the emergency manager was established by Council resolution and has rotated among different members of the NW/EP. The role of the emergency manager principally is to be a communications link with the Town in an emergency. The manger has command authority over NW/EP members if the police or fire fighters are not at the scene of an incident. NW/EP also manages the trailer, but the trailer belongs to the Town. NW/EP members are working on an SOP for the trailer, which they will present for the Council's review when ready.

#### **5. Action Items**

***FY 2017 pay plan implementation:*** TA Cowles explained that with the recent adoption of a 3% Cost of Living Adjustment (COLA), there are still a few employees, who are not at the minimum pay rate established with the adoption of a new pay plan. The affected employees are DPW crewmen and Code officers. The cost of bringing these employees up to the minimum pay rate on January 1, 2017 is \$8,000, or \$16,000 annually. It is recommended paying for the wage increases from the \$35,000 reserve in the Health Reimbursement Account (HRA) that will no longer be needed following the recent health insurance changes. TA Cowles noted that the employees in question are often the first point of contact with residents and often operate expensive machinery. Not bringing these employees up to the minimum poses a fairness problem in that current employees would be paid less than any newly

hired employees for these positions.

In response to questions, TA Cowles said, in future years, the cost of paying all employees at least the minimum pay rate would be absorbed in the operating budget. The Council already awards between 1% to 3% in COLA and merit increases each year, which are paid for with new revenues and efficiencies. CM Rasmussen noted that the Town has \$85,000 in reserves that can be used to cover the pay increases for the next 4 years. The cost of bringing those not paid at the minimum pay rate to the minimum would be greatest this year, and then add a certain percentage to the annual payroll. For FY 2018 the total cost of COLA and pay plan adjustments would be \$48,000.

TA Cowles said that she has restructured the performance evaluation process to occur before the budget season, so that any pay increases can be considered in the context of the coming year's budget making process. She thinks that funding \$48,000 in pay increases can be covered by new revenues or efficiencies. This fiscal year alone, approximately \$260,000 was saved due to efficiencies identified in the way the Town operates. MPT Kulpa-Eddy said that she has no objections to moving forward with the proposed pay increases, as the Town is in good financial shape, but with the understanding that payrolls may have to be cut in difficult economic times. Mayor Jewitt thanked TA Cowles for her work in moving the employee salaries closer to the prevailing market rates. There are costs to not being competitive with the market and the resulting higher staff turnover rates.

CM Dennison moved and CM Rasmussen seconded to approve phase 4 pay increases of \$8,000 in this fiscal year, which will be funded from the HRA reserve. The motion passed 5 to 0.

**Telephone system:** TA Cowles explained that the Council has appropriated \$19,800 FY 2017 budget for a new telephone system. The new system would be internet based (VOIP), serve all the Town's workstations and connect all departments. The system also allows for calls to a desk phone to be forwarded to a Town cell phone, and calls made on a personal cell phone to display the workstation telephone number. Administrative Assistant Odoi has researched telephone systems and has identified 3 vendors offering similar services. TA Cowles recommends Gaithersburg-based Bennet Communications, with the low bid of \$14,500. The vendor offers quality phones, good service response times and already has a working relationship with the Town's IT support vendor.

In response to questions, TA Cowles replied that the Town would keep a land line in each Town building in the event the power goes out. The VOIP phones in the municipal building and Town Center will be connected to the emergency generator backup panel and continue to work during a power outage as long as internet access remains. As backup, a landline would be used. The Town's main telephone numbers will remain the same with the new vendor. All calls will be routed through a system controller to be located in the Town Administration building.

CM Rasmussen moved and CM Shields seconded to select Bennet Communication's bid of \$14,482 to install and maintain the new telephone system. The motion passed 5 to 0.

**Ordinance 120 proposed amendments:** CM Rasmussen said that TA Cowles and Code Supervisor Glass spent a fair amount of time drafting amendments to the Rental Housing Ordinance, last updated in 2005, and he gave some input. This also includes related rental license application forms and a fee & fine resolution. Tonight the Council may want to make some key conceptual decisions and leave a line-by-line review for the next worksession.

TA Cowles highlighted the proposed changes to Ordinance 120 and responded to Councilmembers questions. The major changes include the following:

- Incorporation of new state and federal regulations, e.g. fire safety and lead paint.
- Adoption of the Prince George's County Housing Code.  
It was clarified that the Town currently has its own housing code as part of Ordinance 120, but has failed to keep it current with new federal and state regulations. Municipalities that have their own housing code generally have a planning department and a larger code department, with expert staff to keep the standards updated. Adopting the County's Housing Code would relieve some of the burden for the Town to stay on top of new regulations.
- Deletion of provisions regulating landlord-tenant relations.  
Violations of rental contracts would be governed by existing county and state law and enforced through the court system. However, if a contract violation endangers the health and safety of tenants, the Town could step in and report the violation, or invoke the rental license revocation provisions.
- Deletion of references to County Building, Electrical, Mechanical and Plumbing Codes.  
The Town already adopts the County Building Code with Ordinance 104, since the Town issues permits based on the issuance of a County building permit, and monitors compliance. References to the County's Mechanical, Electrical and Plumbing Code are not needed in Ordinance 120 because they are matters for the County to permit, inspect and enforce. The role of the Town's Code Department would be limited to reporting violations to the County.
- Requirement of a rental license for all rental homes, with no exceptions currently in place for renting to relatives, or renting only one sleeping room in an owner occupied dwelling. This proposed change tries to address the difficulty with verifying whether tenants are family members, whether a landlord actually lives at the rented property, as well as unlicensed short term rentals, i.e. Airbnbs.
- Consideration to drop the provision allowing at least 3 home owners living within 500' of a rental property to petition and be heard by the Council regarding Rental Ordinance violations.

The Council agreed to review the above policy issues and to resume deliberations at the next worksession. If there is time, a line-by-line review of the Ordinance will also be taken up. The deliberations would be less time-consuming if the Council decided to adopt the Prince George's County Housing Code, which would result in the striking of large sections of the Ordinance. TA Cowles will send a link to the Prince George's County Housing Ordinance to the Councilmembers.

***WMATA proposal to end late night service:*** Mayor Jewitt explained that the Washington Metropolitan Area Transportation Authority (WMATA) is considering ending late night service on the Metro system. Public comment was invited by October 25. A number of Prince George's County representatives signed a letter opposing the proposal. Asked if a comment from the Town of Berwyn Heights would still be accepted, WMATA replied it would. Mayor Jewitt read a short letter she has drafted that opposes ending late night service.

In discussion, questions were raised as to how many residents use late night service, whether the usage justifies potential tax increases and how late the system operates. It was noted that several people are known to Councilmembers, who use Metro late at night. On weekends Metro operates until 3:00 p.m. There was no objection to sending the letter.

***Charter amendment meets and bounds:*** MPT Kulpa-Eddy said she informed TA Cowles of an

alternate way to update boundaries in a municipal charter, and asked if the Town Attorney has looked into it. TA Cowles said the alternate approach consists in referencing annexation maps filed with the County's Clerk of the Court and the State Department of Legislative Services, instead of using survey data to produce the meets and bounds. This would be much more cost effective, but she is still waiting to hear from the Town attorney whether this approach is permissible. A portion of the boundary along Greenbelt Road, which has been in dispute with the City of Greenbelt, will require a survey based description to resolve the dispute costing around \$2,000. If the Town Attorney approves this approach to updating Berwyn Heights' boundary within the next couple of weeks, the Charter amendment could be introduced at the December Town meeting.

***Pepco's Edmonston Road tree removals debriefing:*** CM Rasmussen explained that the Council had an active correspondence over the last couple of weeks with a group of residents upset about tree removals along Edmonston Road north of Pontiac Street. Pepco cut down a significant number of trees in the buffer between Edmonston Road and Kenilworth Avenue to clear the space around high voltage power lines. Part of the residents' complaint was that they were caught unaware because they were not notified of the impending removals. While the Town did notify residents about tree removals in the Town right of way, there was no notification about these trees because they are in SHA right of way, and do not require the Town's approval. Additionally, there are State laws and regulations requiring certain clearances around power lines with which Pepco must comply.

CM Rasmussen said, as a result of the protests, Pepco, SHA and the State Forrester have agreed to come to the next Town meeting to answer questions from the residents and engage in a discussion about the tree removal and replanting process. He would like the Council to think about the format for this discussion. Further, he would support making an attempt to examine and change the Public Service Commission's guidelines for removing trees so that in the next vegetation management cycle Pepco must be more careful with tree removals.

CM Shields noted that WTOP ran a special on the protest on November 3, 1:00 p.m. featuring interviews with residents, Councilmembers and Pepco representatives. MPT Kulpa-Eddy said she would like to find out from residents what the Town can do to get such information to the residents, apart from publishing it in the Bulletin and on the website.

Mayor Jewitt said that when she followed up with representatives from Pepco, SHA, DNR and elected officials, they were responsive. She questioned whether Pepco could not have done more to reach out to residents beforehand. Further, the Town should have been treated as a stake holder from the start, even though the trees that were removed did not grow within the Town's boundaries. At the Town meeting, residents should be given the opportunity to ask their questions directly of the parties involved. CM Shields said he would like to hear about the tree replanting plans.

## **6. Town Council Schedule**

The Council reviewed the calendar for upcoming month. No changes were made.

The meeting was adjourned at 9:37 p.m.

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Kerstin Harper, Town Clerk



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Tel. (301) 474-5000  
Fax (301) 474-5002

## Draft Minutes Town Meeting November 9, 2016

The meeting was called to order at 8:00 p.m. Present were Mayor Cheryl Jewitt, Mayor Pro Tem (MPT) Jodie Kulpa-Eddy, Councilmembers (CMs) Patricia Dennison, Chris Rasmussen, and Gerald Shields. Also present were Town Administrator (TA) Jessica Cowles, Chief of Police Kenneth Antolik, Code Compliance Manager Freddie Glass, and Public Works Director Stevie Cox, Treasurer Michelle Rodriguez, Clerk Kerstin Harper, as well as Pepco Vice President for Government Affairs Jerry Pasternak, Pepco Senior Staff Forrester Dan Landry, State Highway Administration (SHA) District 3 Utility Engineer Joe Nesbitt, and citizens.

Mayor Jewitt led the Pledge of Allegiance.

### 1. Minutes

Clerk Harper read a summary of the October 12, 2016 Town meeting minutes. On a motion by and second by CM Dennison and second by CM Rasmussen, the minutes were approved 5 to 0.

### 2. Mayor's Report

Mayor Jewitt wished all a happy Veteran's Day, and appreciated the veterans for their service. She announced that the directors are present tonight to deliver their monthly reports. This is an opportunity for residents and the Council to hear from the directors in person and to ask them any questions. The Council recently approved a 3% COLA for all employees as a step to moving Town salaries closer to the prevailing market rate. Pepco, SHA and DNR representatives are present tonight to discuss the tree removals on Edmonston Road, and respond to residents who have protested the removals as excessive and having a negative impact on their quality of life. Lastly, she thanked TA Cowles and Administrative Assistant Yvonne Odoi for their work on upgrading the Town's telephone system, to include a conference phone that will allow residents to call in during Town meetings.

### 3. Town Administrator Report

TA Cowles said that the directors appreciate the opportunity to report and explain what happens in their departments on a daily basis. She also highlighted the accomplishments of the Administrations Department, which include a number of human resources achievements. With the help of a consultant, the Administration Department produced a new employee handbook that addresses new workplace issues, such as email and social media, and trained employees on its content. The Department developed a new pay plan for FY17 that takes into account the

findings of the consultant's compensation study and led the Council to make adjustments in employee salaries.

TA Cowles said the Council and staff participated in a strategic planning exercise organized by consultants from the University of Maryland to set some long-term goals for the Town that will inform future budgets. The Town will seek feedback from residents via surveys to be published in the Bulletin and the Town website.

#### **4. Treasurer's Report**

Treasurer Rodriguez gave the Treasurer's report for the month of October.

#### **5. Department Reports**

**Administration:** MPT Kulpa-Eddy reported that the Council in October attended a Four Cities Coalition meeting in Greenbelt. Improving coordination with the Department of Permits, Inspections & Enforcement (DPIE) on the issuance and enforcement of permits was discussed, as was a free dental clinic through the University of Maryland, and Module 3 of the Prince George's County zoning rewrite. The Four Cities agreed to write a letter to express concern that the role of municipalities in the development review process as outlined in Module is not clear and should be rethought.

MPT Kulpa-Eddy said she attended a legislative listening session with County Executive Baker that served as forum for residents to express concerns and ask questions about the County's departments and of the County's legislative delegations to the General Assembly. Among the issues addressed were once-a-week trash collection, paper yard waste bags, snow removal and the minimum wage. The County departments were promoting the Click311 system for requesting County services, and a new mobile app. Lastly, MPT Kulpa-Eddy announced the Councilwoman Dannielle Glaros will hold a lunch & resource fair for seniors on November 22.

Mayor Jewitt announced executive sessions that were held since she became Mayor on July 18, Aug. 18, Sep. 19, Oct. 19, and Nov. 7, 2016.

**Code Compliance:** Code Compliance Director Glass gave a summary of code violations for the month of October. In coming weeks, the Department will focus on cleaning up the commercial properties along Ballew Avenue and to ensure that they have the proper business licenses and address identification. In response to CM Rasmussen, Mr. Glass said that the Town is considering using the call-a-bus to transport BHES students to Joe's Movement Emporium in Mount Rainier. TA Cowles added the Town asked that Joe's Movement Emporium expand its program to include BHES before committing to using the call-a-bus.

CM Rasmussen reported that the Council began to discuss the amendments to Ordinance 120 – Rental Housing, drafted by TA Cowles, Director Glass and himself. It was agreed to first address a few major conceptual issues before diving into a line-by-line review. Those include:

- Whether to exclude from enforcement matters concerning landlord-tenant relations, which are regulated by State and County law and resolved by district courts.
- Which forms to require as part of a rental license application;

- Whether to adopt the Prince George's County housing code, specifying structural, plumbing and electrical requirements for rental homes, which would obviate the need to maintain and update the Town's housing code.
- Whether to require a rental license for all types of rentals, including rooms rented to family members and short-term rentals;
- Whether to continue to grant the right to home owners within 500' of a rental property to petition the Council about code violations at the rental; and
- Clarify tenants' rights and responsibilities.

CM Rasmussen said, depending on the decisions reached on the above issues and progress made by the Council in reviewing the entire Ordinance 120, it could be introduced at the December or January Town meeting.

***Parks and Recreation, Education and Civic Affairs:*** CM Shields reported that the Boys & Girls Club is discussing the non-permitted use of the ball fields. The Education Advisory Committee (EAC) is working with the school system on timely bussing of students and is discussing its role in reviewing educational grant requests to the Town. WTOP covered the protests of the Edmonston Road tree removals in a November 3 special. On December 3, 6:00 p.m., the Town will hold its annual tree lighting ceremony. All are invited.

***Public Works:*** Director Cox reported that SHA has signed off on the Safe Routes to School sidewalks in the 8900 block of 63<sup>rd</sup> Avenue, which are 100% complete. Luis Cardenas was selected from 129 applicants as the new Public Works Chief of Operations. The Department is advertising vacancies for a full-time and a part-time crewman position, which it hopes to fill in December. He is in the process of conducting a survey and obtaining estimates for a new security system, which he will present to the Council in January. The Public Works crew is preparing for the upcoming snow season. Residents may see them driving the trucks with plows attached in a dry run. The Town earned a safety award from the Chesapeake Employers' Insurance Company for missing no work days due to safety related incidents.

***Public Health and Safety:*** Chief Antolik reported that Halloween went well. The Police distributed around 600 glow necklaces to trick-or-treaters. He thanked NW/EP for helping patrol the streets. He then gave the police activities report. There were 11 Part I offenses, considerably higher than the 5-year average of 5.4. The year to date total is 59, as opposed to the 5-year average of 55. The Police issued approximately 150 state and municipal citations and 107 speed camera citations, 8 on Pontiac Street. Chief Antolik concluded with safety tips for the upcoming Thanksgiving holidays. In response to CM Shields, Chief Antolik said that Berwyn Heights' crime rate is one of the lowest in the County.

## **6. Q & A with Pepco and SHA**

Pepco's Vice President for Government Affairs Jerry Pasternak gave some background on Pepco's vegetation management program. In 2011 the Maryland Assembly passed legislation to improve the service reliability of the power grid. Subsequently, the Maryland Public Service Commission (PSC) enacted a number of regulations (Rule 43) that mandate certain clearances around the power lines. Pursuant to these regulations, Pepco annually inspects its power lines to take note where trees have grown too close to the power lines and then drafts plans for tree pruning and removals based on the inventory.

Mr. Pasternak continued that Pepco hires different contractors for planning the tree work and carrying out the pruning and removals to avoid potential conflicts of interest. Once a plan for pruning and removals has been drafted, Pepco reviews the plan internally and then obtains approvals of the plan from municipalities, counties, SHA or other jurisdictions owning the property on which trees grow. Next, DNR has to review and approve the plan. If a tree grows on private property, Pepco will obtain a written permission for any proposed tree work.

SHA District 3 Utility Engineer John Nesbitt said that he issues the SHA permits for Pepco's tree pruning and removals. This is a blanket permit that gives Pepco latitude to remove trees deemed to be a risk for the power lines. The permit must then be reviewed by DNR's State Forrester, who will decide whether a tree needs to be pruned, removed and/or replaced in kind.

In the ensuing discussion, councilmembers and residents asked the following questions, and made the following comments:

- Berwyn Heights should have been notified of the large number of trees in the SHA right of way on Edmonston Road because it is a stakeholder in that property.
- Pepco's letters of notification of upcoming vegetation management work are too generic for anyone to know if their property will be affected. Pepco reply: The generic letter is the opening communication to residents. With several hundred thousand customers, it is not practical to send out location specific notices to residents, but any resident can call to get more specific information. In addition, any private properties impacted by the tree trimming plans will be contacted with specific information.
- Are private property owners under any obligation to consent to tree pruning or removals outlined in a plan? Pepco reply: No. Written permission from the property owner is required to remove any private tree.
- What is Pepco's plan for replanting the Edmonston Road buffer? Pepco Senior Staff Forrester reply: replanting will be on a 1 to 1 ratio with utility-compatible trees that at most reach 35' – 40' at maturity. Replanting will also include trees from an earlier replanting that have died. Pepco will work with the Town on species selection.
- What size trees will be used for replanting? Pepco reply: trees planted are usually 2 ½" caliper and 6' – 7' tall, which conforms to County standards. Size may vary according to species.
- What is the timeline for replanting? Pepco reply: Probably spring 2017 as there may not be enough time to develop a replanting plan with input from residents and plant the trees before frost sets in.
- Will brush and vines be removed before planting to give saplings a better chance to grow? Pepco/ SHA response: Yes, brush will be removed based on replanting plan submitted to and approved by SHA's Environmental Department. Approval may take a couple of months.
- Will the trees be cared for after planting to ensure their survival? Trees have a one-year warranty and will be replaced if they die. SHA's Environment Department will be responsible for maintaining the area, including removal of invasive species. This office will serve as contact to coordinate maintenance activities with residents.
- What is the replanted tree survival rate? Pepco Forrester reply: Between 70% - 80%.
- Removal of many mature trees on Edmonston Road was an unwelcome surprise because they were not part of the tree pruning and removal plan approved and publicized by the Town. Edmonston Road's eastern right of way is unusual because it is not within the Town's

boundaries and belongs to SHA. Nonetheless, trees growing there filter noise and pollution from Kenilworth Avenue, and are important to the quality of life for the homes facing the buffer. Replanted trees should include native species and be planted in a staggered pattern to improve the buffer effect.

- Would Pepco consider planting more trees than were taken down to grow a more robust buffer? Pepco reply: Pepco is not required to replant any trees but chooses to replace trees on a 1 to 1 basis. Generally, Pepco will not replant on a 2 to 1 or greater ratio. If the Town were to purchase additional trees, they would be included in the replanting.
- Does Pepco have a program to support the replanting of trees? Pepco reply: Yes, Pepco gives away small trees for free twice a year through the Arbor Day Foundation. Customers will need to sign up for the program. Trees removed on private property will be replanted by Pepco. Pepco does not perform stump grinding.
- Why was the Town Council and staff not allowed to see plans for tree removals in the SHA right-of-way? Residents lose their best advocates if the Council is not informed. Pepco reply: Berwyn Heights' Town Council was not informed in this case but has been an effective advocate for its residents via-a-vis Pepco. Tonight's meeting will serve as a learning experience and improve Pepco's future outreach efforts.
- Are there any plans to change RM 43 to give special consideration to forest buffers, such as the along Kenilworth Avenue? SHA reply: The buffer issue should be brought to the attention of the Public Service Commission (PSC), which issued RM 43. Their focus is on system reliability and the value of buffer zones was not considered when vegetation management standards were formulated. State legislators can also be approached to review the Rule.
- Is the history of actual outages considered when Pepco drafts a vegetation management plan? Pepco reply: No. Pepco manages vegetation around its power lines in accordance with a four-year plan; however, RM 43 was adopted because of the frequency of large-scale outages.
- The set of standards for vegetation management adopted by the PSC in response to the large scale power outages of 2010 and 2012 were perhaps an over-reaction to actual risks posed by trees. If citizens agree that the value of trees outweighs the risk of power outages, they should work with the PSC to change the regulations. Other steps to protect trees can include informing residents of their right to refuse tree removals and the option to prune instead. Then the focus should move to replanting trees and proper maintenance to ensure their survival. WSSC's Indian Creek trail restoration work can serve as a laudable example of for restoring a landscape after servicing of infrastructure.
- Is there enough space in the buffer area to replant canopy trees? Pepco Forrester reply: There are still a good number of canopy trees standing. Generally, he prefers not to plant trees that will at any point encroach on the power lines, but it can be considered on a case by case basis.
- Is Pepco done with this round of vegetation management in Berwyn Heights? Pepco Forrester reply: Yes, with the exception of a 34 KV sub-transmission feeder bisecting the Town that will be serviced in 2018. Clearances are maintained for the highest voltage lines on a pole. The Edmonston Road feeder has two 13 KV lines.
- Would Pepco consider installing a highway-type sound barrier until trees have grown back? SHA reply: This would depend on the results of a study that would be required before an installation. SHA District 3 Engineer Brian Young is the contact for such an inquiry.

- Pepco, SHA and DNR have done their job. Residents should remember that trees will grow back, but people may die due to power outages.
- Residents are appreciating the patience with which Pepco and SHA have responded but people on Edmonston Road are grieving the loss of trees that have been there for many years.

Mayor Jewitt thanked everyone for coming to the meeting. She is looking forward to better and regular communication about this issue and other issues of concern. She would like to hear from citizens how the Town can improve its public outreach.

## **7. Committee Reports**

**Education Advisory Committee:** No report.

**Green Team:** CM Shields announced that the Green Team will hold a Town-wide cleanup on November 12. Tools and snacks will be provided.

**Historical Committee:** Clerk Harper announced the November 13 BHHC fall reception featuring the premiere of an oral history highlights video.

**Neighborhood Watch/Emergency Preparedness:** Co-chair of the NW/EP Mike Attick announced that meetings are held on the first Wednesday of every month. All are invited to attend. A CERT training class is scheduled for the 1<sup>st</sup> weekend of February. To gauge interest in emergency training, this issue might be included in the survey CM Shields plans to put together.

**Recreation Council:** CM Shields reported that he is looking into the requirements for Berwyn Heights to become an MML Banner City. He will present the information to the Council in the near future so the Council can make a decision about moving forward.

## **8. Unfinished Business**

There was none.

## **9. New Business**

There was none.

## **10. Citizens Discussion**

Former Councilmember James Wilkinson, Pontiac Street, congratulated the Council on a productive meeting tonight and on a number of recent accomplishments: a 3% pay raise for employees, a new employee handbook, and the completion of the Safe Routes to School sidewalks, which he initiated 4 years ago. Berwyn Heights middle schoolers, including his children, use it all the time.

He asked for clarification on plans to build new middle schools in northern Prince George's County, which would alleviate overcrowding at Greenbelt Middle School and allow Berwyn Heights 6<sup>th</sup> graders to move to the middle school. MPT Kulpa-Eddy said that the Council sent a letter of support for 2 new middle schools proposed in the PGCPSC FY 2018-2023 CIP.

Mr. Wilkinson also passed along comments about the G. Love Room being too cold for meetings, and recommended that a sign asking drivers to slow down for Halloween trick-or-treaters should be posted at the entrance of the Town at BHES.

Green Team Coordinator Amanda Dewey, Quebec Place, thanked the Council and TA Cowles for their work on the Edmonston Road tree removals. She raised the issue of proper care for domestic animals in Town and suggested the Council may want to review Ordinance 101 – Animals.

Therese Forbes, Cunningham Drive, asked if there are any further developments on bee keeping regulations in connection with the PGC zoning rewrite. MPT Kulpa-Eddy said that County Councilmember Glaros is writing legislation that would exclude bee keeping from the definition of agricultural use. The proposed new land use regulations prohibit agricultural uses in residential zones. Ms. Forbes asked if Councilmember Glaros would be the right person to contact about changing RM 43. MPT Kulpa-Eddy said that State legislators would ultimately make a decision on the matter.

Laura Knutson, Edmonston Road, asked about the process for giving input on Pepco's tree replanting plan. TA Cowles informed that the Town expects to receive a draft plan in mid-December, which it will post to the Town's website. Then residents will be given a period of time to comment on the plan. Those comments will be taken into account by Pepco and SHA in drafting the final plan.

The meeting was adjourned at 10:02 p.m.

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Kerstin Harper, Town Clerk



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Tel. (301) 474-5000  
Fax (301) 474-5002

**MAYOR**  
Cheryl Jewitt

**COUNCIL MEMBERS**  
Jodie Kulpa-Eddy (Mayor Pro Tem)  
Patricia Dennison  
Christopher Rasmussen  
Gerald Shields

## RESOLUTION 05-2016

### A RESOLUTION OF THE TOWN OF BERWYN HEIGHTS, MARYLAND, ADOPTING A VISION AND MISSION STATEMENT

**WHEREAS**, Whereas the Town Council of the Town of Berwyn Heights undertook a strategic planning exercise to identify long term goals and priorities for the Town; and

**WHEREAS**, the Town Council developed a vision and a mission statement as part of the strategic planning exercise; and

**WHEREAS**, the Town Council wishes to formalize the vision and mission statements, which read as follows:

- **Vision** – “A safe, diverse town at the center of abundant natural beauty, with a neighborly charm and community spirit, that is welcoming to all.”
- **Mission** – “The Council and Staff of the Town of Berwyn Heights cultivate a high quality of life by engaging the community and delivering equitable, professional, and expeditious services to our constituents.”

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Berwyn Heights, this 14<sup>th</sup> day of December, 2016, hereby adopts the above vision and mission statements.

Resolved by the Mayor and Town Council

\_\_\_\_\_  
Cheryl Jewitt, Mayor of Berwyn Heights

ATTEST:

\_\_\_\_\_  
Kerstin Harper, Town Clerk

## MEMORANDUM

**DATE:** December 2, 2016  
**TO:** Mayor and Town Council  
**FROM:** Jessica Cowles, Town Administrator  
**SUBJECT:** Video Live Streaming of Council Meetings

Currently residents with Comcast and Verizon are able to view Work Sessions and Town Meetings live then view the rebroadcast throughout the following weeks. Residents without cable access can come to the Town Office to check out a recording of the meeting. In order to provide greater opportunities for residents to see current issues under consideration before the Council, Clerk Kerstin Harper has researched options for live streaming of Town Meetings and Work Sessions through the Town’s website.

Vendor Name	Equipment Cost (Encoder)	Annual Fee	Total Fee	Notes
<b>Granicus</b>	\$2,821	\$3,375 1 <sup>st</sup> year	\$6,196 1 <sup>st</sup> year	<ul style="list-style-type: none"> <li>• No charge inclusion of iLegislate app for meeting packets for future consideration and use</li> <li>• Vendor offers additional packages such as “Speak Up” for community engagement to include surveys, and “Granicus Minutes” to simplify the minute taking process</li> <li>• Vendor has been around for 10+ years and is a known company for local government clients</li> <li>• Town staff would handle indexing the video to correspond with the agenda</li> </ul>
		\$4,500 2 <sup>nd</sup> year - contract	\$4,500 2 <sup>nd</sup> year - contract	
<b>Leightronix</b>	\$3,546	\$4,338	\$7,884	<ul style="list-style-type: none"> <li>• The current vendor for broadcasting over Comcast and Verizon public access channels</li> <li>• Live streaming can be integrated with meeting agenda but no other packages are available</li> <li>• Current customers give good references</li> <li>• Town staff would handle indexing the video to correspond with the agenda</li> </ul>
<b>Swagit</b>	\$4,600	\$5,400	\$10,000	<ul style="list-style-type: none"> <li>• Vendor does not offer any additional packages but is compatible with Granicus’ software</li> <li>• Town staff could handle indexing the video to correspond with the agenda or vendor could at an additional \$4,200 per year cost</li> </ul>

Town staff recommends Grancius as the vendor since it is the lowest bidder and it offers more current robust capabilities as well as the option for considering additional modules in the future. The recommended funding source is the Cable Capital line item with \$8,000 budgeted in FY 2017.

The Town Attorney advises the Town can also use the Cable budget for covering staff costs associated with the public access channel programming and live streaming, instead of using the operating budget. We expect the Town Clerk to spend about 8 hours a week total on public access channel and live streaming activities. The staff time charged to the cable budget will be an FY 2017 budget amendment item.

## MEMORANDUM

**DATE:** December 2, 2016  
**TO:** Mayor and Town Council  
**FROM:** Jessica Cowles, Town Administrator  
**SUBJECT:** Revisions to Ordinance 120 and Related Documents

Ordinance 120 was last revised in 2005 and it is time to update it to reflect changing standards such as those related to lead paint and fire safety. Definitions and those provisions related to violation notice service and posting that the Council made to Ordinance 107 have been incorporated into Ordinance 120 for consistency.

- The Council decided to adopt the Prince George's County Housing Code, Division 1, Subdivisions 1 and 2. The County Housing Code adopts the International Property Maintenance Code with local modifications. The standards in the 2005 version of Ordinance 120 were based on the International Property Maintenance Code in effect at the time.
- References to the applicable Town Ordinances and County Building, Electrical, Mechanical, and Plumbing Codes have been incorporated into Section 7, Standards.
- Definitions were added for immediate family and rental property.
- The provision requiring a rental license for all rental properties, regardless of the duration of the lease period, means short-term rental properties would need to be licensed.
- Not requiring a rental license when the tenant is an immediate family member of the property owner. This exception is the same as in College Park.
- Not requiring a rental license when the property owner occupant rents one or fewer dwelling units to non-immediate family members.
  - Considerations remain about the calls for public safety services and no rental license fee to defray the costs, and a lack of a rental inspection to determine compliance with standards.
- The Housing Disclosure Form stated the limit of 5 unrelated tenants. This provision needs to be codified in the Ordinance if it is to continue and this has been included in Section 7, C, 7.
- Three or more households within 500 feet of a rental property have the opportunity to petition the Council for a hearing on violations at the rental property (page 27)
  - Alternate language is any resident is entitled to make a verbal or written complaint about any rental property to the Code Compliance Office for investigation and resolution.
- Changes to the Rental License Application to add a description of the property and the number of tenants, as well as certify the property owner acknowledges the provisions in the Landlord/Tenant Rights and Responsibilities Form, and has provided the Form to the tenant(s). Section 12 of Ordinance 120 listed landlord responsibilities and these can be folded into the Landlord/Tenant Rights and Responsibilities Form.

# ORDINANCE 120 – RENTAL HOUSING

## Section 1. Purpose and Authority

- A. Purpose – It is the intent of the Town Council of Berwyn Heights to maintain the single family residential integrity of the Town by monitoring Rental Units to ensure compliance with ~~the R-55 PRINCE GEORGE'S County Zoning requirements as defined in Article 27 of the Prince George's County Code~~ and to ensure compliance with all safety, health and housing requirements of the Town of Berwyn Heights, Prince George's County and the State of Maryland. This Ordinance shall be applied equally and justly to ensure the public health, safety and welfare of citizens of Berwyn Heights.
- B. Authority – The authority is provided for in Sections 311 and 401 of the Berwyn Heights Town Charter.

## Section 2. Definitions

In this Ordinance, the following words have the meanings indicated. Where terms are not defined, they shall have their ordinarily accepted meanings such as the context may imply. Words used in the present tense include the future; words used in the masculine gender include feminine and neuter, the singular includes the plural and the plural the singular.

Commented [JCL]: Definitions no longer needed will be stricken before introduction.

- A. ~~Agent~~ – ~~Any person/company authorized to act for the owner.~~ ACCESSORY STRUCTURE - A BUILDING OR STRUCTURE, RETAINING WALL, WALL OR FENCE THAT IS INCIDENTAL TO THE MAIN BUILDING LOCATED ON THE PROPERTY.
- B. Basement – Any portion of the building located wholly or partially underground having any portion or all of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- C. Bathroom – A room separate from habitable rooms, which affords privacy to a person in said room, with a toilet with cold running water, a bathtub or shower with hot and cold running water, and a lavatory or basin with hot and cold running water.
- D. Building Code – ~~The basic PRINCE GEORGE'S COUNTY building code, latest edition, and current cumulative supplement officially adopted by Prince George's County~~ for the regulation of construction, alteration, addition, installation, repair, removal, demolition, use, location, occupancy and maintenance of premises, buildings and structures.
- E. Central Heating – The heating system permanently installed and adjusted so as to provide the distribution of heat to all habitable rooms, bathrooms, KITCHENS, and ~~water closetS compartments~~ from a source outside of these rooms.
- F. ~~Code Enforcement~~ COMPLIANCE Official – A person or persons appointed or designated by the Town ADMINISTRATOR ~~Council~~ to enforce the Rental Housing Ordinance or a portion thereof.

- G. Condemn – To declare a structure or part thereof, premises or equipment, unsafe, UNINHABITABLE, or unfit for use or occupation.
- H. ~~Crashing – A custom, practice or pattern of permitting an individual, individuals or persons to sleep in areas of the dwelling, dwelling unit or rooming unit not designated and approved by the Code Enforcement Official as areas for sleeping purposes; areas not considered for sleeping purposes such as dining room, family room, hallways, or living room; or permitting the number of persons to sleep in an approved, designated sleeping areas that exceed the standards set forth in Section VI. A of this Ordinance.~~
- I. Designee – A person or persons appointed or designated by the Town ADMINISTRATOR Council to enforce the Rental Housing Ordinance or a portion thereof.
- J. ~~Domestic Partner – A RELATIONSHIP BETWEEN TWO INDIVIDUALS WHO ARE NOT MARRIED, ARE NOT IN A CIVIL UNION OR DOMESTIC PARTNERSHIP WITH ANOTHER INDIVIDUAL, AND WHO SHARE A PRIMARY PLACE OF RESIDENCE AND ARE FINANCIALLY INTERDEPENDENT. An individual living with another as the functional equivalent of a spouse where the partners may share living expenses, chores, eat meals together in a close relationship with social, economic and psychological commitments to each other. Domestic partners may be required to show proof of domestic partner relationship.~~
- K. Dormitory –A building or space in a building in which group sleeping accommodations are provided for more than five (5) persons who are not members of the same family in one room or a series of closely associated rooms under joint occupancy and single management, with or without meals, without individual cooking facilities, ~~but including access to and use of a bathroom.~~
- L. Dwelling – Any building that is wholly or partly used or intended to be used for living, sleeping, cooking or eating by human habitants, ~~provided that temporary housing, as hereinafter defined, shall not be regarded as a “dwelling.”~~
- M. Dwelling Unit – Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, including a bathroom and a kitchen, which are used or intended to be used for living, sleeping, cooking or eating.
- N. Electrical Code – The basic PRINCE GEORGE’S COUNTY electrical code, ~~latest edition, and current cumulative supplement officially adopted by Prince George’s County~~ for the regulation of construction, alteration, addition, installation, repair, removal, demolition, use, location, occupancy and maintenance of electrical wiring of premises, buildings, structures and electrically operated or controlled appliances, devices, lights and heating, air conditioning and ventilation systems, AS MAY BE AMENDED FROM TIME TO TIME.
- O. Emergency –An unforeseen occurrence or condition, or a rapid deterioration of circumstances, necessitating immediate action to avert imminent danger to PUBLIC HEALTH, SAFETY, WELFARE, ~~life, liberty~~ or property.
- P. Exterior Property Areas – All areas external to a dwelling or a lot.
- Q. Extermination – The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating or trapping; or by any other recognized and legal pest elimination methods as allowed by law ~~and approved by the Code Enforcement Official.~~
- R. Family – The spouse, child, parent, grandparent, grandchild, sibling, son in-law, daughter in-

Commented [JC2]: Unenforceable provision

Commented [JC3]: This may no longer be needed as a definition

law, parent in-law, niece or nephew of the owner; a minor under the age 18; or the domestic partner or legal dependent of the PROPERTY owner or a family member as defined by this Ordinance.

- S. Garbage – Human or animal feces; or the animal, mineral or vegetable waste resulting from the handling, preparing, cooking and serving of foods.
- T. Gross Floor Area – The total area of all habitable rooms in a building or structure.
- U. Habitable Room or Space – A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, ~~water closet compartments~~, laundries, pantries, foyers or communicating corridors, closets and storage spaces, workshops and other rooms used only occasionally. Two sleeping rooms connected by a doorway cannot be used as a communicating corridor. An area or room considered to be a dining room, living room or family room shall not be considered a habitable room for sleeping purposes. The Code ~~Enforcement~~ COMPLIANCE Official shall determine if a room can be designated as a room for sleeping purposes. ~~“Crashing” is prohibited under this Ordinance.~~
- V. HOUSING CODE – THE PRINCE GEORGE’S COUNTY HOUSING CODE AS MAY BE AMENDED FROM TIME TO TIME.
- W. Household Items – Items intended for use within a dwelling but not limited to clothing, storage boxes containing household goods, appliances, ~~ELECTRONICS television sets~~, and entertainment items or devices intended for indoor use and household cleaning materials.
- X. Housing Code – ~~See Rental Housing Code definition.~~
- Y. IMMEDIATE FAMILY MEMBER – THE PROPERTY OWNER’S PARENTS, CHILD OR CHILDREN, SPOUSE, STEP-CHILDREN, FOSTER CHILDREN, STEP-PARENTS, AND FOSTER PARENTS.
- Z. Infestation – The presence, within or around a dwelling, of insects, rodents, vermin or other pests.
- AA. Kitchen – A room separate from habitable rooms with a refrigerator for the temporary preservation of perishable foods, a cooking and baking facility for the purpose preparing foods, and a sink with hot and cold running water.
- BB. Maintenance – Acts of repair and other acts to prevent a decline in the condition of grounds, structures, other appurtenances and equipment such that the condition does not fall below the standards established by this Ordinance and other applicable statutes, codes and ordinances.
- CC. Meaning of certain words – Whenever the words dwelling, dwelling unit, rooming unit, sleeping room, premises or property are used in this Ordinance, they are construed as though they were followed by the words “or any part thereof.” Whenever the words Code ~~Enforcement~~ COMPLIANCE Official are used in this Ordinance, they are construed as though they were followed by the words “or designee(s) of the Town Council.
- DD. MECHANICAL CODE – THE PRINCE GEORGE’S COUNTY MECHANICAL CODE AS MAY BE AMENDED FROM TIME TO TIME.
- EE. Multiple dwelling – Any dwelling containing two or more dwelling units.

FF. ~~Nuisance Behavior – Nuisance behavior is behavior of any individual or person or persons who are part of a party or other social gathering conducted in the Town of Berwyn Heights, which, by reason of the conduct of the person or persons, results in any one or more of the following conditions or occurrences: public drinking or drunkenness; public urination or defecation; unlawful sale, furnishing, or consumption of alcoholic beverages; unlawful use of controlled substances; unlawful deposit of trash or litter on public or private property; destruction of public or private property; generation of pedestrian or vehicular traffic, which obstructs the free flow of vehicular traffic or interferes with the ability to provide emergency services; excessive, unnecessary or unusual loud noise, which disturbs the repose of the neighborhood; public disturbances, brawls, fights, quarrels or any other activity resulting in conditions that annoy, injure or endanger the safety, health, comfort or repose of the neighboring residents; or results in any obscene conduct, or results in any indecent or inappropriate exhibition or exposure.~~

Commented [JC4]: See definition PP and this likely not needed.

GG. Occupant – Any person, over one (1) year of age, including the PROPERTY owner, PROPERTY operator MANAGER and domestic service employees, living, sleeping, cooking or eating in, or having actual possession of, space within a dwelling, dwelling unit, OR MULTIPLE DWELLING UNIT ~~rooming unit, rental unit, sleeping room, premises, or any part thereof.~~

HH. Ordinance – For the purposes of this Ordinance, the term “Ordinance” means ORDINANCE 120, The Rental Housing Ordinance AND ALL RULES AND REGULATIONS CONTAINED HEREIN OR PROMULGATED PURSUANT TO AUTHORITY HEREUNDER. ~~All rules and regulations contained herein or promulgated pursuant to authority hereunder as defined in Subsection QQ of this Section.~~

II. Person – Any individual, natural person, legal entity, joint stock company, partnership, voluntary association, society, club, firm, company, corporation, business trust, organization, PROPERTY owner, PROPERTY occupant, or any other group acting as a unit, principal or agent, or the manager, lessor, lessee, agent, servant, partner, member, administrator, trustee, receiver, or other representative appointed according to law.

JJ. Plumbing – The practice, materials and fixtures used in the installation, maintenance, extension and alteration of any piping, fixtures, appliances and appurtenances within the scope of the PRINCE GEORGE’S COUNTY plumbing code, including but not limited to, all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, water heating facilities, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplies or fixtures, together with all connections to water, sewer and gas lines.

KK. Plumbing Code – ~~The basic PRINCE GEORGE’S COUNTY plumbing code, latest edition, and current cumulative supplement officially adopted by Prince George’s County for the regulation of the practice, materials and fixtures used in the installation, maintenance, extension and alteration of any piping, fixtures, appliances and appurtenances within the scope of the plumbing code including but not limited to all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, water heating facilities, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplies or fixtures, together with all connections to water, sewer and gas lines, AS MAY BE AMENDED FROM TIME TO TIME.~~

LL. Plumbing Fixture – A receptacle or device which is either permanently or temporarily connected to water distribution system of the premises and demands a water supply therefrom; or

discharges used water, liquid borne waste materials or sewage either directly or indirectly to the drainage system of the premises, or which requires both a water supply connection and a discharge to the drainage system of the premises.

MM. Premises – A lot, plot or parcel of land including the building or structures thereon.

NN. ~~PROPERTY Operator-MANAGER~~ – Any person who has charge, care or control of a building or dwelling or part thereof in which a dwelling, dwelling unit, OR MULTIPLE DWELLING UNIT ~~rooming unit, or sleeping room~~ is let. IF A PROPERTY OWNER AUTHORIZES AN AGENT FOR THE PROPERTY, THE AUTHORIZED AGENT IS CONSIDERED THE PROPERTY MANAGER.

OO. PROPERTY Owner – Any person who has complete dominion over a particular property and who is the one in whom legal or equitable title rests; when applied to a building or land, PROPERTY owner means any part owner, joint owner, owner of a community or partnership interest, life tenant, tenant in common, tenant by the entirety, or joint tenant, of the whole or part of such building or land.

PP. PROPERTY Owner Occupant – An PROPERTY owner occupant is any owner of a residential unit that has established legal residence at that residence unit and uses that residential unit as their principal place of abode.

QQ. Public Nuisance – Situation, condition or action whereby a rental unit tenant or PROPERTY owner creates an environment that is unsafe or threatens the PUBLIC health, SAFETY, OR ~~and~~ welfare of the surrounding area or disturbs the public peace.

RR. Renovation – A building and its facilities made to conform to CURRENT ~~present~~ day minimum standards of sanitation, fire and life safety, and building, electrical, plumbing, and heating, air conditioning and ventilation codes.

SS. ~~Rental Housing PROGRAM Code or Rental Housing Ordinance~~ – All rules and regulations contained herein or promulgated pursuant to authority hereunder.

TT. RENTAL PROPERTY – A PROPERTY FROM WHICH THE PROPERTY OWNER RECEIVES PAYMENT FROM THE TENANT OR TENANTS.

UU. Rental Unit – Any rented or leased room, or group of rooms forming a single habitable space or unit, dwelling, dwelling unit, OR MULTIPLE DWELLING UNIT, ~~rooming unit, or sleeping room~~ that is required to have a rental license under Section IV Rental Property Licensing and Renewal of this Ordinance.

VV. ~~Rooming House~~ – Any dwelling, or part of any dwelling, containing one or more ~~rooming units, in which space is let by the owner or operator to one or more persons intended to be used for living and sleeping purposes including access to and use of a bathroom.~~

Commented [JC5]: I think we can get rid of references to a rooming house and consider them as dwelling units.

WW. ~~Rooming Unit~~ – Any room or group of rooms forming a single habitable unit that is used or intended to be used for living and sleeping purposes, but not for cooking or eating purposes, including access to and use of a bathroom and access to and use of a kitchen sink.

Commented [JC6]: Same comment as rooming house.

XX. Rubbish – All combustible and noncombustible waste materials, except garbage; and the term shall include but not limited to rags, paper, cartons, boxes, packing material, rubber, appliances or furniture, motor vehicle parts, building and construction waste, yard and

lawn clippings, dead trees and branches, the residue from burning of wood, coal, coke and other combustible materials and all other waste materials which: (1) create or tend to create a danger to the public health, safety, welfare or property, to the extent and in the manner that lot, tract, or parcel of land is, or may become, infested or inhabited by rodents, vermin or wild animals; or (2) may reasonably cause disease; or (3) adversely affects and impairs the economic welfare or status of adjacent property or the neighborhood; or (4) may reasonably constitute a present or potential fire hazard. **ALL NON-PUTRESCIBLE COMBUSTIBLE OR NON-COMBUSTIBLE SOLID WASTE NORMALLY GENERATED FROM RUNNING A HOUSEHOLD.**

Commented [JC7]: This is now consistent with ORD 107

YY. Structure – A COMBINATION OF ANY MATERIALS, WHETHER FIXED OR PORTABLE, FORMING A CONSTRUCTION, INCLUDING BUILDINGS. A principal building used as the residence and any and all ancillary buildings or structures on the premises regardless of purpose or use of the structure.

ZZ. ~~Sleeping Room – A room or enclosed floor space with adequate light, heat and ventilation intended for sleeping, excluding bathroom, water closet compartments, laundries, pantries, foyers, or communicating corridors, living rooms, workshops or porches, enclosed or otherwise, but including access to and use of a bathroom and access to and use of a kitchen sink.~~

Commented [JC8]: Recommend removing this along with rooming house.

AAA. Supplied – Means paid for, furnished, or provided by or under the control of, the PROPERTY owner or PROPERTY operator MANAGER.

BBB. Temporary Housing – Any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.

CCC. Tenant – An occupant other than an PROPERTY owner and the PROPERTY owner's family.

DDD. Town Administrator – The person appointed by the Town Council to monitor the enforcement of all ordinances and regulations of the Town.

EEE. Ventilation – The process of supplying and removing air by natural or mechanical means to or from any space.

1. Mechanical – Ventilation by power driven devices.
2. Natural – Ventilation by opening to outer air through windows, skylights, doors, louvers or stacks without wind driven devices.

FFF. ~~Workmanlike – Whenever the words "workmanlike state of maintenance and repair" are used in this Ordinance, they shall mean that such maintenance and repair shall be made in a reasonable, skillful manner and in accordance with industry standards so as to secure the results intended by this Ordinance.~~

GGG. Yard – An open space surrounding a structure.

### Section 3. Scope

Every portion of a building, dwelling, premise or structure used or intended to be used for residential rental purposes, as defined in Section H shall comply with the provisions of this Rental Housing Ordinance as set forth herein, irrespective REGARDLESS of when such building shall have been constructed, altered, renovated or repaired.

Section 4. Rental Property Licensing and Renewal

- A. RENTAL LICENSE REQUIRED – A RENTAL LICENSE IS REQUIRED FOR ALL RENTAL PROPERTIES REGARDLESS OF THE DURATION DURING THE YEAR FOR WHICH THE RENTAL PROPERTY IS RENTED. THE PROPERTY OWNER OF EVERY RENTAL PROPERTY IS REQUIRED TO OBTAIN AND MAINTAIN A RENTAL LICENSE.
- B. NO RENTAL LICENSE IS REQUIRED WHEN:
1. THE RENTAL PROPERTY TENANT IS AN IMMEDIATE FAMILY MEMBER OF THE PROPERTY OWNER; OR
  2. THE PROPERTY OWNER OCCUPANT RENTS ONE OR FEWER DWELLING UNITS IN THE RENTAL PROPERTY TO NON-IMMEDIATE FAMILY MEMBERS.
- C. ~~It shall be unlawful for any person to rent or lease, whether expressed or implied, or cause to be rented or leased, whether expressed or implied, any of the following three classes of rental units within the Town of Berwyn Heights without first obtaining a license to do so as hereinafter provided.~~
- ~~1. Any owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof with two (2) or more rented or leased sleeping rooms intended to be used by tenants for living, sleeping, cooking or eating.~~
  - ~~2. Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof intended to be used by tenants for living, sleeping, cooking or eating.~~
  - ~~3. Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof that is occupied by the owner's family plus one (1) or more rented or leased sleeping rooms intended to be used by a tenant or tenants for living, sleeping, cooking or eating.~~
- D. ~~Exception and Registration—Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof that is occupied exclusively by the owner's family is not required to be licensed under this Ordinance so long as it is registered with the Town.~~
- E. License Application – The legal PROPERTY owner OR PROPERTY MANAGER ~~of record or an authorized agent~~ shall SUBMIT TO THE TOWN A COMPLETED RENTAL LICENSE APPLICATION NOT LATER THAN FIFTEEN (15) BUSINESS DAYS PRIOR TO THE EFFECTIVE DATE OF ANY LEASE. THE PROPERTY OWNER OR PROPERTY MANAGER SHALL SUBMIT WITH THE APPLICATION THE APPROPRIATE FEE FOR THE RENTAL LICENSE AS SET BY RESOLUTION OF THE TOWN COUNCIL. ~~make written application to the Town for a rental license upon such form or forms as the Town shall from time to time designate. For any property, or part thereof, proposed to be used as rental property, such application shall be made at least thirty (30) days prior to the effective date of any lease, whether expressed or implied. Said Rental License Application form shall include the owner's address of principal place of abode and home and work telephone numbers for service of any notices required under this Ordinance. Said Rental License Application form shall be accompanied with a floor plan of the interior of the entire premises showing the measurements and use of each room or space including basements, bathrooms, closets, foyers and communicating corridors, laundries, pantries, storage spaces, water closet compartments, workshops and other rooms only used occasionally. Areas to be used for sleeping purposes must be clearly marked on the floor plan. Such Rental License Application form shall be submitted together with a~~

non-refundable rental license fee to the Code Enforcement Official. The amount of such fee is to be established by resolution of the Town Council.

- F. ALL RENTAL PROPERTIES BUILT BEFORE 1978 SHALL OBTAIN A LEAD PAINT CERTIFICATE FROM THE STATE OF MARYLAND, AND SUBMIT THE CERTIFICATE WITH THE RENTAL APPLICATION. THE TOWN WILL NOT ISSUE A RENTAL LICENSE FOR A PROPERTY CONSTRUCTED PRIOR TO 1977 WITHOUT THE PROPERTY OWNER OR PROPERTY MANAGER PROVIDING A PASSING LEAD PAINT CERTIFICATE. RENTAL PROPERTIES CONSTRUCTED AFTER 1977 ARE EXEMPT FROM STATE REGISTRATION REQUIREMENTS.
- G. ~~Housing Disclosure Form~~—The legal owner of record or an authorized agent shall file with the Town a ~~Housing Disclosure Form~~ as provided by the Town. The form shall provide the name and phone number of each tenant and the year, make, model and license plate number for each of tenant's vehicle(s). This form shall establish that the legal owner of record or an authorized agent understands and consents to the conditions of this Ordinance, including but not limited to the inspection of rental units and exterior property and the enforcement authority. This form shall be signed by the legal owner of record or an authorized agent and filed upon request of the Code Enforcement Official or at the time of license application, renewal application and within 30 days of any change in the lease, the tenants, or the tenants' vehicle(s). Failure to file this form, provide all required information, or maintain current information with the Town shall constitute a violation of this Ordinance.
- H. ~~Tenant's Rights and Responsibilities Disclosure Form~~—The legal owner of record or authorized agent shall file with the Town a ~~Tenant's Rights and Responsibility Disclosure Form~~, as provided by the Town, for each tenant. The form shall set forth the tenant's basic rights and responsibilities under the Ordinance. A separate form shall be signed and dated by each tenant and filed with the Town upon request of the Code Enforcement Official or at the time of license application, renewal application, and no later than 30 days after each change in tenant. Failure to file this form shall constitute a violation of this Ordinance.
- I. Issuance of Rental License – Prior to the issuance or renewal of a rental license, the legal PROPERTY owner OR PROPERTY MANAGER of record or an authorized agent must satisfy the requirements of this ORDINANCE section, including filing with the Town a Rental Application form, the ~~Housing Disclosure Form~~, and the ~~Tenant's Rights and Responsibilities Disclosure Form~~. Failure to provide address of owner's principal place of abode and home and work telephone numbers; or provide a floor plan of the interior of the premise acceptable to the Code Enforcement Official; or provide the ~~Housing Disclosure Form~~ with each tenant's name and the year, make, model and license plate number of each of tenant (s) vehicle; or provide a ~~Tenant's Rights and Responsibilities Disclosure Form~~ for each tenant shall constitute a violation of this Ordinance FAILURE TO SATISFY THE REQUIREMENTS OF THIS ORDINANCE SO SHALL BE sufficient reason for denial or revocation of the rental license.

The Code Enforcement COMPLIANCE Official shall indicate on the ~~Rental License Application~~ and the Rental License the maximum number of tenants permitted. It shall be a violation of this Ordinance to rent or lease to more persons than permitted on the Rental License.

- J. Inspections – All rental HOUSING properties shall be subject to periodic inspection to determine conformance with this ~~Rental Housing~~ Ordinance and shall be inspected at least once each year prior to the issuance or renewal of a rental license. THE PROPERTY OWNER OR PROPERTY MANAGER WILL BE GIVEN FIFTEEN (15) BUSINESS DAYS TO CORRECT ITEMS NOTED AS FAILING On THE CODE COMPLIANCE OFFICIALS' REPORT. Failure to CORRECT ITEMS WITHIN THE ALLOWED TIME, FAILURE TO allow

entry for such inspection, or to require any tenant to not allow entry for such inspection shall constitute sufficient reasons for the denial or revocation of the rental license. ~~Inspection requirements will be detailed on a consent form signed at the time of license application.~~

- K. Revocation or Denial of License – THE TOWN ADMINISTRATOR MAY REVOKE OR DENY A license ~~may be revoked or denied by the Mayor and Council or its designee(s)~~ if the owner, after FIVE (5) BUSINESS DAYS' ~~ten (10) days'~~ notice from the Town, fails to eliminate or to initiate good faith efforts to eliminate violations of the Rental Housing Ordinance. Any premises or occupant thereof THE TOWN ADMINISTRATOR DEEMS ~~deemed by the Mayor and Council or its designee(s)~~ to be a public nuisance shall be cause for denial or revocation of the rental license. Revocation or denial of a license shall be in addition to, and not in substitution for, such other penalties as may be provided for violations elsewhere in this Ordinance.
- L. License Renewal – A RENTAL License shall run from the first (1st) day of the month of issue. RENTAL Licenses issued hereunder shall expire one (1) year from the date of issuance and shall be renewable annually at the fees set by RESOLUTION OF the Town Council. AN Application for A RENTAL LICENSE renewals shall be made at least thirty (30) days prior to the expiration date. ~~Any license renewal fee, not paid on time, shall be subject to a fifty percent (50%) penalty per month, or any portion thereof, beyond the due date.~~
- M. Display of Licenses – A RENTAL Licenses ~~issued under this Ordinance~~ shall be produced on the demand of a tenant or prospective tenant and shall be available at reasonable times for examination by the Code ~~Enforcement~~ COMPLIANCE Official of the Town.
- N. Change of Address – The PROPERTY owner OR PROPERTY MANAGER shall promptly notify the Town of any change of address ~~of principal place of abode and home and work telephone numbers.~~ Failure to provide or file this information shall constitute a violation of this Ordinance.
- O. Transfer of Rental License – A rental license is not transferable. The new PROPERTY owner OR PROPERTY MANAGER, ~~within 30 days after the closing, must complete a Rental License Application, file a Housing Disclosure Form and a Tenant's Rights and Responsibility Disclosure Form, and pay the Rental License fee in effect at the time of transfer of ownership.~~ Failure to SHALL apply for a NEW Rental License WITHIN FIVE (5) BUSINESS DAYS OF CLOSING ON THE PROPERTY. FAILURE TO OBTAIN A RENTAL LICENSE shall constitute a violation of this Ordinance.
- P. The PROPERTY owner OR PROPERTY MANAGER shall at all times, regardless of the terms and conditions of any contractual arrangement between the PROPERTY owner OR PROPERTY MANAGER and the tenant or occupant, whether expressed or implied, be totally responsible for compliance with the provisions of this Rental Housing Ordinance, other applicable ordinances, applicable Prince George's County codes or ordinances or statutes of the State of Maryland.

#### Section 5. Authority to Inspect Rental Units

- A. RENTAL INSPECTIONS ARE CONDUCTED ANNUALLY TO ENSURE COMPLIANCE WITH THIS ORDINANCE. ~~Generally—~~ The Code COMPLIANCE ~~Enforcement~~ Official is hereby authorized to enforce the provisions of this Ordinance ~~and is directed to make inspections to determine the condition of rental units and premises located within the Town of Berwyn Heights, Maryland, in order that the Code Enforcement Official may perform the duty of TO safe guarding~~ PROTECT THE PUBLIC the health, safety and welfare of the occupants of a rental unit, premises or part thereof and the general public. ~~For the purpose of making such~~

inspections, The Code Enforcement COMPLIANCE Official is hereby authorized, upon presentation of proper credentials, to enter, examine and survey at all reasonable times all premises, or any part thereof. The PROPERTY owner OR PROPERTY MANAGER or occupant of every rental unit, ~~or the person in charge thereof,~~ shall give the Code Enforcement COMPLIANCE Official free access to THE rental unit and its premises at all reasonable times for the purpose of such inspections, examination and survey. ~~Every occupant of any such rental unit shall give the owner thereof, his agent or employee, access to any part of rental unit or its premises, at all reasonable times, for the purpose of making repairs or alterations as are necessary to effect compliance with the provisions of this Ordinance or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this Ordinance.~~

Commented [JC9]: This is a landlord/tenant issue where the Town should not be involved.

- B. Entry – If any PROPERTY owner, PROPERTY MANAGER, OR occupant or other person in charge of a RENTAL PROPERTY, prevents, refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to any part of the structure or premises where inspection authorized by this Ordinance, ~~structure~~ subject to the provisions of this Rental Housing Ordinance, THE RENTAL LICENSE MAY BE REVOKED AND ANY APPLICABLE FINES SET BY RESOLUTION OF THE COUNCIL MAY BE ASSESSED ~~prevents, refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to any part of the structure or premises where inspection authorized by this Ordinance is sought, the Code Enforcement Official may seek in a court of competent jurisdiction an order that the owner, occupant or other person in charge cease and desist with such interference.~~
  
- C. The Code Enforcement COMPLIANCE Official is hereby authorized to enter upon the property of all rental units ~~within the Town of Berwyn Heights~~ to examine, inspect and survey the exterior of all structures and the grounds in order to enforce the provisions of this Ordinance, other applicable TOWN ordinances, RULES, OR REGULATIONS, applicable STATE OF MARYLAND AND Prince George's County ~~ordinances~~ CODES, ~~or NFPA FIRE CODE codes, and/or State of Maryland statutes~~ to perform the duty of safe-guarding PROTECTING the PUBLIC health, safety, and welfare of the occupants of a rental dwelling, dwelling unit, MULTIPLE DWELLING UNIT, ~~rooming unit, rental unit,~~ premise or any part thereof and the general public.

Section 6. ADOPTION OF SELECTED PRINCE GEORGE'S COUNTY CODES  
A. ADOPTION OF PRINCE GEORGE'S COUNTY HOUSING CODE, NFPA FIRE CODE, AND PRINCE GEORGE'S COUNTY FIRE SAFETY LAW.

- 1. THE CURRENT PRINCE GEORGE'S COUNTY HOUSING CODE, DIVISION 1 AND SUBDIVISIONS 1 AND 2, AS MAY BE AMENDED FROM TIME TO TIME IS HEREBY INCORPORATED BY REFERENCE IN THIS ORDINANCE TO THE EXTENT IT IS NOT INCONSISTENT HERewith. WHEN A CONFLICT EXISTS BETWEEN THE COUNTY HOUSING CODE AND A TOWN ORDINANCE, THE TOWN ORDINANCE SHALL PREVAIL. REFERENCES IN THE PRINCE GEORGE'S COUNTY HOUSING CODE TO AUTHORIZED COUNTY REPRESENTATIVES SHALL BE INTERPRETED TO INCLUDE THE APPLICABLE TOWN OFFICIALS.
  
- 2. THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) FIRE CODE AND THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY, MARYLAND, AS MAY BE AMENDED FROM TIME TO TIME, IS HEREBY INCORPORATED BY REFERENCE IN THIS ORDINANCE TO THE EXTENT IT IS NOT INCONSISTENT HERewith. THIS SECTION ALSO ADOPTS BY REFERENCE CHAPTER 24 OF THE NFPA 101 LIFE SAFETY CODE, AS MAY BE AMENDED FROM TIME TO TIME.

REFERENCES IN THE NFPA LIFE SAFETY CODE TO THE FIRE CHIEF OR AUTHORIZED REPRESENTATIVES SHALL BE INTERPRETED TO INCLUDE THE APPLICABLE TOWN OFFICIALS.

Section 7. Occupancy Requirements STANDARDS

No person shall rent or lease to another for occupancy any rental unit, which does not comply with the following requirements:

ALL RENTAL PROPERTIES SHALL COMPLY WITH THE FOLLOWING STANDARDS:

A. COMPLIANCE WITH TOWN ORDINANCES:

1. ORDINANCE 107 – CLEAN LOT
2. ORDINANCE 114 – PEACE, ORDER, AND NUISANCE
3. ORDINANCE 117 – REFUSE COLLECTION
4. ORDINANCE 119 – TRAFFIC AND PARKING
5. ORDINANCE 153 – NOISE

B. COMPLIANCE WITH PRINCE GEORGE'S COUNTY CODES:

1. BUILDING CODE
2. ELECTRICAL CODE
3. MECHANICAL CODE
4. PLUMBING CODE

C. Living Space

1. ~~Minimum Ceiling Heights~~ Habitable rooms shall have a clear ceiling height of not less THAN then seven and one third (7 1/3) feet, except that in attics or top half stories the ceiling height shall not be less than seven (7) feet for not less THAN then one third (1/3) of the area when used for sleeping, study or similar activity. In calculating floor area of such rooms, only those portions of the floor area of the rooms having a clear ceiling height of five (5) feet or more may be included.
2. ~~Required Space in A Rental Unit~~ Every rental unit shall contain a minimum gross floor area of not less than one hundred fifty (150) square feet for the first occupant, and one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.
3. ~~Every room occupied for sleeping purposes by one (1) occupant shall have a minimum gross floor area of at least seventy (70) square feet. Every room occupied for sleeping purposes by more THAN then one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant thereof.~~
4. ~~Each rental unit shall provide clothes closet space measuring at least six (6) square feet, with a height of at least five (5) feet, for each room used for sleeping. In addition, one other clothes closet of like size shall be provided elsewhere in the dwelling.~~
5. ~~Occupancy of a dwelling, dwelling unit, OR MULTIPLE DWELLING UNIT, rooming unit or sleeping room below grade. No dwelling unit or MULTIPLE DWELLING UNIT rooming unit or sleeping room partially below grade shall be used for living purposes unless:~~

- a. ~~Floors and walls are watertight; and~~
- b. ~~Total window area, EGRESS WINDOWS, total operable area, and ceiling height are in accordance with this Ordinance.~~

6. No separate structure, i.e., FOR EXAMPLE, A garage, shed or other outbuilding shall be used for occupancy as a dwelling, dwelling unit or MULTIPLE DWELLING UNIT ~~rooming unit~~ UNLESS SUCH DWELLING, DWELLING UNIT, OR MULTIPLE DWELLING UNIT IS IN ACCORDANCE WITH THE PRINCE GEORGE'S COUNTY ZONING CODE.

Commented [JC10]: In case the County changes the zoning code to permit such units.

7. NO MORE THAN FIVE (5) UNRELATED TENANTS MAY OCCUPY A RENTAL PROPERTY.

D. Maintenance of Exterior Property Area

6. ~~All exterior property areas shall be maintained in a clean, safe and sanitary condition free from any accumulation of litter, refuse, rubbish, (or) garbage, or animal or human feces or waste.~~

7. ~~All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon or within the building or structure located thereon.~~

8. ~~All exterior property areas shall be properly maintained and no weeds, briars and grass shall grow taller than allowed in the Town Clean Lot Ordinance 107, as amended. (other than garden and yard plantings properly maintained by the owner) shall be allowed to accumulate or grow on any private property.~~

9. ~~The storage of wood and other materials not proscribed by this Ordinance shall be accomplished in a manner designed to avoid rodents, termites and other insect infestation. Wood shall be stored at least six (6) inches above the ground.~~

10. ~~All exterior property areas shall be kept free from infestation by rodents, vermin, insects, and other pests. Where rodents, vermin, insects and other pests are found, they shall be promptly exterminated by the owner by acceptable processes which will not be injurious to the health of humans or other animals. After extermination, proper precautions shall be taken by the owner and occupant to prevent re-infestation.~~

6. ~~Exterior property areas shall not be utilized for any period of time for the open storage of garbage, rubbish or refuse, construction materials or equipment, bathroom or kitchen fixtures, glass, furniture, appliances, automotive parts, lawn and garden maintenance equipment or similar items or materials, irrespective of age or condition. Exterior property areas shall be maintained and kept free and clear of excessive accumulation of weeds, garbage, litter and/or rubbish and kept free and clear of abandoned, dismantled, junked or wrecked motor vehicles or vehicles without currently valid registration license plates in accordance with the provisions of Clean Lot Ordinance 107, as amended. Owner of record is subject to the abatement and fines and penalties provisions of said Ordinance.~~

7. ~~Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.~~

8. ~~Every occupant of a structure or part thereof shall store and dispose of all refuse and rubbish in a clean and sanitary manner by placing it in an appropriate refuse/rubbish containers and place at the curb on appropriate day(s) for collection and disposal, as prescribed in Refuse Collection Ordinance 117, as amended.~~

9. Every occupant of a structure or part thereof shall store and dispose of garbage or animal feces or other organic waste in a clean and sanitary manner by placing it in appropriate garbage disposal facilities or garbage storage containers and place at the curb on appropriate day(s) for collection and disposal, as prescribed under Refuse Collection Ordinance 117, as amended.
10. It shall be the responsibility of any property owner, lessor, renter, lessee, or other occupant, who shall possess animals on the same premises, to keep said animals in a reasonably sanitary condition and the interior and exterior property areas of the premises free of animal feces and waste.
11. Code Enforcement Official shall require the installation of rodent/vermin proof walls. The rodent/vermin proof walls shall be installed in accordance with the building code.
12. All trees, and shrubbery located on exterior property areas shall be maintained in such a way so as not to pose a danger or obstruction to adjoining property, persons walking on designated walking areas or obstruct sight at street intersections or along streets.
13. All fences shall be maintained in a workmanlike state of maintenance and repair including but not limited to painting, staining and/or replacement. All fences shall be constructed, fabricated, erected and located on site in accordance with Prince George's County building code and zoning ordinance, after securing the necessary Prince George's County approvals.

E. Maintenance of Exterior Structure

1. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the PUBLIC health, safety or welfare of the occupants and so as to protect the occupants from adverse effects of the environment.
2. All supporting structural members of all structures shall be kept structurally sound, free of deterioration and maintained IN A MANNER capable of safely bearing the THEIR dead and live loads imposed upon them.
3. Every foundation, exterior wall, roof and all other exterior surfaces of all structures on the premises shall be maintained IN A STRUCTURALLY SOUND AND SANITARY MANNER WITH NO DEFECTS in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents and other pests.
4. All foundation walls of all structures on the premises shall be maintained so as to carry the safe design and operating dead and live loads, and shall be maintained free from open cracks, DEFECTS, OR and breaks, so as not to be detrimental to public safety and welfare.
5. Every exterior wall of every structure on the premises shall be free of holes, breaks, loose or rotting boards or timbers, and any conditions which might admit rain WATER or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials, including wood, composition, or metal siding, shall be maintained weatherproofed and shall be properly surface coated when required to prevent deterioration.
6. The roofs of all structures on the premises shall be structurally sound, tight and not have defects which might admit WATER rain. Roof(s) shall be adequate to prevent rainwater from causing dampness or deterioration in the walls or interior portion of the building.

Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.

7. ~~GUTTERING SYSTEMS AND DOWNSPOUTS MUST BE IN GOOD CONDITION, PROPERLY CONNECTED, SECURED TO THE BUILDING, AND FREE OF PLANT GROWTH OR ANY OBSTRUCTION.~~
8. All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings and decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
9. All canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather coating material such as paint or other protective treatment.
10. All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe, sound and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of a weather-coating material such as paint or similar surface treatment.
11. Every stair, porch, fire escape, balcony and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and in good repair. Every stair, porch and fire escape shall be maintained free of hazardous conditions such as snow, ice, mud and other debris. Every flight of stairs, which is more than three (3) steps or risers high, shall have a handrail on at least one side of the stair and every open portion of a stair, fire escape, porch, landing or balcony which is more THAN ten (10) inches above the grade below shall have guard rails. Every handrail and guard rail shall be firmly fastened and capable of bearing normally imposed STANDARD loads and shall be maintained in good condition.
12. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude WATER, INSECTS, AND ANIMALS rain and rodents as completely as possible and to substantially exclude THE ELEMENTS wind from entering the dwelling or structure.
13. Every window and exterior door ARE TO BE MAINTAINED IN GOOD CONDITION, FIT REASONABLY TIGHT WITHIN THE FRAME, WITH PROPER CLOSING AND LOCKING MECHANISMS. shall be fitted reasonably in its frame and be weather tight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.
14. Every required window MUST HAVE FITTED WINDOW SCREENS AND sash shall be fully supplied with approved glazing materials, which are without open cracks and holes.
15. Every window, other than a fixed window, shall be capable of being easily AND FULLY opened and CLOSED, AND REMAIN LOCKED IN EITHER AN OPEN OR CLOSED POSITION held in position by window hardware.
16. During the period from April 1 to December 1, eEvery door and window or outside opening used for ventilation purposes shall be supplied with approved tight fitting screens of not less than sixteen (16) mesh per inch material, in good working condition. Every hinged

screen door shall have a self-closing device in good working order. Screen doors shall not be required for out-swinging doors or other types of openings which make screening impractical, provided other approved means are employed.

17. ~~Locking devices. EXTERIOR DOORS OR Any swinging entrance doors shall be provided with a deadbolt locking device having a minimum throw of not less than 5/8 of an inch and with the deadbolt capable of being activated by key from outside and by turn knob from the inside so as to provide reasonable security against unauthorized entry. Door locks and the matter of installation shall be subject to the specific approval of the Code Enforcement Official. The exterior door, door hinge, door lock, and door latch for each unit shall be maintained in functional condition. All door locks shall be in good working order at all times, and keys for same provided to occupants and tenants.~~
18. ~~Visual detection device. Unless a visual detection device is currently provided, all exterior front doors shall be equipped with a visual detection device (magnifying peephole) which will provide a 180-degree viewing angle so as to allow the occupant of a dwelling unit to inspect the entrance area outside the door while the door is closed. This inspection device may be windows made of transparent material or a magnifying peephole.~~
19. ~~Sliding doors and windows. All patio and balcony sliding entrance doors, and all windows capable of being opened accessible from a balcony or two stories or less above the grade, shall be equipped with a device which locks and secures the door or window within its frame so as to provide reasonable security against unauthorized entry by opening or removal of the door or windows from its frame. Devices such as, but not limited to security bars and jimmy plates, shall be deemed acceptable. The type of device and manner of installation shall be subject to the approval of the Code Enforcement Official.~~
20. ~~All balconies, canopies, cornices and soffits, decks, doors and door frames, exterior walls, fire escapes, foundation walls, metal awnings, patios, porches, sliding doors and windows, stairways, standpipes, and windows and window frames, and all appurtenances attached thereto, of all structures on the premises shall be protected from the elements against decay or rust by periodic application of a weather-coating material such as paint, sealant, or similar surface treatment.~~

#### F. Internal Structure

1. ~~The interior of a structure and its equipment shall be maintained in good repair, structurally sound, unobstructed, and in a sanitary condition so as not to pose a threat to the PUBLIC health, safety or welfare of the occupants or visitors, and to protect the occupants from the environment.~~
2. ~~The supporting structural members of every building shall be maintained structurally sound, not allowing any evidence of deterioration which would render them incapable of carrying the imposed loads.~~
3. ~~Floors, walls (including windows and doors), ceilings and other interior surfaces shall be maintained in good, clean, sanitary and structurally sound condition, free of holes, cracks, loose plaster or wall paper and flaking or scaling paint and shall be substantially insect and rodent proof. Paint applied to the interior surfaces shall be lead-free.~~
4. ~~Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition and repaired or replaced at the direction of the Code Enforcement Official.~~

5. Every building, basement and crawl space shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.
6. The interior of every structure shall be maintained in a clean and sanitary condition free from any accumulation of rubbish AND refuse or garbage. Rubbish, garbage and refuse shall be properly kept inside temporary storage facilities as required by this Ordinance.
7. Garbage, rubbish or AND refuse shall not be allowed to accumulate or be stored in public halls or stairways.
8. Insect and rodent harborage. All structures shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.
9. Every door available as an exit shall be capable of being opened easily from the inside.
10. All interior stairs, railings and other exit facilities of every structure shall be maintained in sound condition and good repair. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.
11. Every flight of stairs, which is more than three (3) steps or risers high, shall have a handrail on at least one side of the stair and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor or grade below shall have guard rails. Every handrail and guard rail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.
12. All ceilings, closet walls and ceilings, doors and door frames, kitchen and bathroom cabinets, walls, windows and window frames, sash and sills shall be in good condition and in good repair and shall be repaired in a workmanlike SATISFACTORY manner and painted at the direction of the Code Enforcement Official. All surfaces are to be free of cracks, holes, hook-like devices, loose plaster and flaking and scaling paint at THE time of painting.
13. All carpets AND rugs shall be in good condition and in good repair and shall be repaired, and/or removed and replaced, and cleaned at the direction of the Code Enforcement COMPLIANCE Official.
14. All bathroom or kitchen tiled or linoleum covered floors shall be in good condition and in good repair and shall be repaired and/or removed and replaced at the direction of the Code Enforcement COMPLIANCE Official.

G. Parking Spaces and Facilities

1. ~~ALL RENTAL PROPERTIES SHALL COMPLY WITH ORDINANCE 107.~~ Every owner of a rental unit shall provide one (1) off-street parking space. Every owner of a dwelling with four (4) or more leased or rented sleeping rooms shall provide two (2) off-street parking spaces.
2. Any vehicle with four or more wheels or a self-propelled vehicle with three or more wheels entering any off-street parking space must do so via a dropped curb and a driveway entrance. Any vehicle otherwise traversing town property between the street and abutting private property to gain access to an off-street parking area may be cited for said violation

and subject to the same penalties as prescribed for an infraction.

3. Grassy or yard areas shall not be used for the parking of motor vehicles.
4. Non-owner occupied premises shall not be used, for any period of time, for the storage of motor vehicles, boats, trailers, furniture, appliances, or similar items or materials, irrespective of age or condition by any person other than the occupants of the premises.

#### H. Plumbing Facilities and Fixtures

##### 1. Plumbing facilities.

- a. The owner of the structure shall provide and maintain such plumbing facilities and fixtures in compliance with this ORDINANCE section.
- b. Every rental unit shall have direct access to a room separate from habitable room, which affords privacy and a toilet supplied with cold running water. A lavatory shall be placed in the same room as the toilet or located in another room, in close proximity to the door leading directly into the room in which said toilet is located. The lavatory shall be supplied with hot and cold running water.
- c. Every rental unit shall include plumbing facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
- d. Every rental unit shall contain or have access to a room which affords privacy to a person in said room and which is equipped with a bathtub or shower supplied with hot and cold running water.
- e. Every dwelling unit shall contain and every rooming unit shall have direct access to a kitchen sink apart from the lavatory required under sub paragraph a. and such sink shall be supplied with hot and cold running water.
- f. Toilet rooms and bathrooms shall not be used as a passageway to a hall or other space. A toilet room or bathroom in a dwelling unit shall be accessible from any sleeping room without passing through another sleeping room.

##### 2. Plumbing fixtures

- a. All plumbing fixtures shall be maintained in a safe and usable condition. All plumbing fixtures shall be of approved nonabsorbent material.
- b. Water supply lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. All repairs and installations shall be made in accordance with the provisions of the Washington Suburban Sanitary Commission.
- c. All plumbing facilities shall be maintained in a clean and sanitary condition free of mold and mildew by the occupant so as not to breed insects and rodents or produce dangerous or offensive gases or odors.
- d. Plumbing fixtures shall be installed to permit easy access for cleaning both the fixture and the area about it.

### 3. Water system

- a. Every sink, lavatory, bathtub and shower, drinking fountain, toilet or other facility shall be properly connected to the public water system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.
- b. The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the overflow rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets shall be connected to an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
- c. The water supply system shall be installed and maintained to provide at all times a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable them to function satisfactory.
- d. Where hot water is provided, water heating facilities shall be installed in an approved manner, properly maintained and properly connected with hot water lines to the fixtures required to be supplied with hot water. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower and lavatory facility or other similar units, at a temperature not less THAN then 110 degrees Fahrenheit.

### 4. Sewage system

- a. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other facility shall be properly connected to the public sewer system.
- b. Every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the provisions of the applicable local building code and Washington Suburban Sanitary Commission.

## I. Fire Safety Requirements

### 1. Means of Egress

- a. A safe, continuous and unobstructed means of egress shall be provided for each dwelling unit and rooming unit from the interior of the premises to the exterior at a street, yard, court or passageway leading to a public open area at grade.
- b. Every rental unit shall have access directly to the outside or to an exit access corridor that leads directly to the outside.
- c. All doors in the required means of egress shall be readily openable from the inner side. Exits from rental units shall not lead through other such units, or through toilet rooms or bathrooms.
- d. All required and all existing fire escapes shall be maintained in working condition and structurally sound.
- e. Any exit signs shall be maintained illuminated and visible.

~~f. Every sleeping room located in a basement shall have at least one openable EGRESS window or exterior door approved for emergency egress or rescue.~~

~~2. Accumulations and storage~~

~~a. Waste, refuse, Rubbish, GARBAGE, or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes or other means of egress.~~

~~b. Highly flammable or explosive matter, such as paints, volatile oils and cleaning fluids or combustible refuse, such as waste paper, boxes and bags, shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage.~~

~~c. A rental unit shall not be located within a structure containing an establishment handling, dispensing or storing flammable liquids with a flash point of 100 degrees Fahrenheit or lower, except as provided for in the applicable law.~~

~~3. Fire resistance ratings~~

~~a. Floors, walls, ceilings and other elements and components required to develop fire resistance rating (BOCA code) shall be maintained so that the respective fire resistance rating of the enclosure, separation, or construction is preserved.~~

~~4. Fire protection systems~~

~~a. All fire protection systems and equipment shall be maintained in proper operating condition at all times.~~

~~b. Fire alarms and detecting systems shall be installed and maintained and must be suitable for their respective purposes in all rental premises.~~

~~c. All rental units shall be provided with a minimum of one approved single station smoke detector AND CARBON MONOXIDE DETECTOR for each floor of the premises. A SMOKE DETECTOR MUST BE INSTALLED INSIDE if there is a sleeping area ROOMS located on any such floor, the detector shall be placed in the vicinity. The detectors shall be installed in accordance with the manufacturer's requirements. When actuated, the smoke detector shall provide an alarm suitable to warn the occupants within each rental unit.~~

~~d. It is the owner's responsibility to PROVIDE AND maintain 10-YEAR smoke detectors in good working order, such as replacing batteries.~~

~~e. Fire suppression systems in units so equipped shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint, and not bent or damaged.~~

~~f. Hose stations in units so equipped shall be identified and accessible. The hose shall be in proper position, ready for operation, dry and free of deterioration.~~

~~g. OWNERS MUST PROVIDE ONE AH portable fire extinguishers AND in units so equipped IT shall be visible and accessible, and maintained in an efficient and safe operating condition.~~

5. ~~Fire doors~~

- a. ~~All required fire resistance rated doors or smoke barriers shall be maintained in good working order including all hardware necessary for the proper operation thereof. The use of door stops, wedges and other unapproved hold open devices is prohibited.~~

J. ~~Light and Ventilation Requirements~~

1. ~~Light~~

- a. ~~All spaces or rooms shall be provided sufficient light so as not to endanger health, and safety, AND WELFARE. Every habitable room shall have at least one window facing directly to the outdoors or to a court except in a kitchen when artificial light may be provided in accordance with applicable law. A window shall be deemed not to face directly outdoors or onto a court whenever it is obstructed by a structure that extends to the ceiling level and is less than three feet from the window. The minimum total window area measured between stops shall be 8% of the floor area of such room.~~
- b. ~~Every common hall and stairway in every building, other than the one and two family dwellings, shall be adequately lighted at all times with an illumination of at least a 60-watt standard incandescent light bulb or equivalent for each 200 square feet of floor area, provided that the spacing between lights shall not be greater than 30 feet. Every exit stairway shall be illuminated with a minimum light level of one foot candle at as measured at the floor, landings and treads.~~
- c. ~~All other spaces shall be provided with natural or artificial light of sufficient intensity and so distributed as to permit the maintenance of sanitary conditions, and the safe use of the space and the appliances, equipment and fixtures.~~

2. ~~Ventilation~~

- a. ~~All spaces or rooms shall be provided sufficient natural or mechanical ventilation so as not to endanger health, and safety, AND WELFARE. Where mechanical ventilation is provided in lieu of the natural ventilation, such mechanical ventilating system shall be maintained in operation during the occupancy of any structure or portion thereof. When part of the air provided by a mechanical ventilation system is re-circulated, the portion or volume of air re-circulated shall not be re-circulated to a different residential space or occupancy of dissimilar use from which it is withdrawn. All habitable rooms shall have at least one easily openable window. The total openable window area in every room shall be equal to at least 45% of the minimum window area required in Section VI.H.1).~~
- b. ~~Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms, except that a window shall not be required in bathrooms or water closet compartments equipped with an approved mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or water closet compartment must be exhausted to the exterior and may not be re-circulated to any space, including the space from which it is withdrawn.~~

3. ~~Alternative devices~~

- a. ~~In place of the means for natural light and ventilation herein prescribed, alternative ar-~~

rangement of windows, louvers, or other methods and devices that will provide the equivalent minimum performance requirements shall be permitted if complying with the applicable law.

#### K. Mechanical and Electrical

##### 1. Heating and refrigeration facilities

- a. ~~Every owner of any structure who rents, leases or lets one or more dwelling units or rooming units or one or more sleeping rooms on terms, whether expressed or implied, to SHALL furnish heat to the occupants thereof shall supply sufficient heat during the period from October 1 to May 16 to maintain a room temperature of not less THAN then 65 degrees Fahrenheit. In all habitable rooms, bathrooms and toilet rooms during the hours between 6:30 a.m. and 10:30 p.m. of each day and maintain a temperature of no less THAN then 60 degrees Fahrenheit during other hours. When, however, the external temperature falls below 0 degrees Fahrenheit and the heating system operates at its full capacity, a minimum room temperature of 60 degrees Fahrenheit shall be maintained at all times. The temperature shall be measured at a point 3 feet above the floor and 3 feet from exterior walls.~~
- b. ~~Every residential dwelling or dwelling unit shall contain at least one cooking and baking facility for the purpose of preparing food and at least one (1) refrigeration unit adequate for the temporary preservation of perishable foods. Such refrigeration unit shall be capable of maintaining an average temperature of below 45 degrees Fahrenheit. Hot plates, toaster ovens, microwave ovens and other portable heating devices do not constitute a cooking and baking facility for purposes of this section.~~
- c. ~~All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the provisions of the local applicable building code, or other laws or ordinances applicable thereto. Portable cooking equipment employing flame is prohibited, except for approved residential type food trays or servers which are heated by a candle or alcohol lamp.~~
- d. ~~All mechanical equipment shall be properly installed and safely maintained in good working condition and be capable of performing the function for which it was designed and intended.~~
- e. ~~All fuel burning equipment shall be connected to an approved chimney, flue or vent per manufacturer's instructions.~~
- f. ~~All required clearances to combustible materials shall be maintained.~~
- g. ~~All safety controls for fuel burning equipment shall be maintained in effective operation.~~
- h. ~~A supply of air for complete combustion of the fuel and for ventilation of the space shall be provided the fuel burning equipment.~~
- i. ~~Devices purporting to reduce gas consumption by attaching to a gas appliance, to the gas supply line thereto, or the vent outlet or vent piping therefrom shall not be used unless labeled for such use and the installation is specifically approved.~~
- j. ~~Fireplaces, and other construction and devices intended for use similar to a fireplace, shall be stable and structurally safe and connected to approved chimneys.~~

k. ~~When facilities for interior climate control (heating, cooling and/or humidity) are internal functions of structures used as dwelling units or rooming units such facilities shall be maintained and operated in a continuous manner in accordance with the designed capacity.~~

2. Electrical facilities.

a. ~~Provided that there is electric service available, Every premises or part thereof used for human occupancy shall be adequately and safely provided with an electrical system in compliance with the requirements of this ORDINANCE section. The provisions of this section shall be considered absolute minimum requirements. The size of unit and the usage of appliances and equipment shall be used as a basis for determining the need for additional facilities in accordance with the electrical code adopted by the local jurisdiction.~~

b. ~~Every habitable room in a dwelling unit shall contain at least two separate and remote receptacle outlets, one of which may be a ceiling or wall type electric light fixture. Every laundry area and bathroom shall contain at least one ground fault interrupter type receptacle. Every bathroom shall contain at least two (2) receptacles and every kitchen shall have three (3) separate and remote outlets, one of which may be a ceiling or wall type electrical light fixture, receptacles within three (3) feet of any sink, tub or laundry area shall be of the ground fault interrupter type.~~

c. ~~Every public hall, interior stairway, water closet compartment, bathroom, laundry room and furnace room shall contain at least one electrical lighting fixture.~~

d. ~~All exterior receptacle outlets shall be of the ground fault interrupter type.~~

e. ~~When the electrical system requires modification to correct inadequate service, the service shall be corrected to a minimum of 100 ampere, three wire service.~~

f. ~~All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner and in accordance with all applicable laws. All electrical equipment shall be of an approved type.~~

g. ~~Where it is found, in the opinion of the Code Enforcement Official, that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Enforcement COMPLIANCE Official shall require the defects to be corrected to eliminate the hazard.~~

Section 8. Unfit Rental Premises

No person shall rent or lease to another for occupancy any rental unit, premises or part thereof, which does not comply with the following requirements:

A. Dangerous Structures and Equipment – Any rental unit, premises or part thereof which shall be found unsafe, unlawful, or to have any of the following defects may be condemned as unfit for human habitation and shall be SO designated by the Code Enforcement COMPLIANCE Official with prior approval of the Town Administrator. It shall not be re-occupied without the approval of the Code Enforcement COMPLIANCE Official. Unsafe equipment may be condemned and placed out of service pursuant to this section.

1. One which is so damaged, decayed, dilapidated, unsanitary and unsafe or vermin infested, that it creates a serious hazard to the health, or safety OR WELFARE of the occupants or of the public.
2. One which lacks illumination, fire protection, ventilation, sanitation facilities or other essential equipment required by this ~~Rental Housing~~ Ordinance adequate to protect the health, or safety OR WELFARE of the occupants or the public.
3. One which because of its general condition or location, is unsanitary or otherwise dangerous to the health, or safety OR WELFARE of the occupants or of the public.
4. One which is occupied by more persons than permitted under this Ordinance or applicable law.
5. One in which the equipment is unsafe, including any boiler, heating equipment, cooking equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that it is found by the Code ~~Enforcement~~ COMPLIANCE Official to be a hazard to life, health, WELFARE, property or safety of the tenants of the premises or structure.

B. ~~Notice to Owner – Whenever the Code Enforcement COMPLIANCE Official has determined that there has been a violation of this Ordinance and, with approval of the Town Administrator, has condemned a rental unit, premises or any portion thereof as unfit for human habitation or equipment is unfit under THIS ORDINANCE Section VII, the Code COMPLIANCE Enforcement Official shall give written notice to owner. Such notice to the owner shall:~~

1. Be in writing;
2. Include a description of the real estate PROPERTY sufficient for identification;
3. Include a statement of the reason why ~~it~~ THE NOTICE is being issued WITH REFERENCE TO THE SECTION OF THIS ORDINANCE VIOLATED;
4. State the date occupants must vacate the rental unit, premises, or portion thereof, or equipment if the defects have not been eliminated and the order to vacate withdrawn.
5. State that the owner has the right to appeal the Code ~~Enforcement~~ COMPLIANCE Official's decision to the Town Council in accordance with the procedures set forth in Section X Right to Appeal of this Ordinance.

C. Service of Notice – Service of notice that rental unit, premises or any portion thereof or equipment is unfit and must be vacated or placed out of service shall be as follows:

1. By delivery to the PROPERTY owner OR PROPERTY MANAGER personally; or by leaving the notice at the usual place of abode of the PROPERTY owner with a person of suitable age and discretion who shall be informed of the contents thereof: ~~person to be served or his agent a copy of the notice and all necessary papers; or~~
2. ~~By certified or registered mail, return receipt requested, addressed to the PROPERTY owner OR PROPERTY MANAGER at the address provided to the Town by the PROPERTY owner or MANAGER as required by this Ordinance with postage pre-paid thereon with return receipt requested, or if the said letter is returned with receipt showing non-~~

Commented [JCL1]: This is now consistent with notification, service, and posting provisions in Ord 107.

delivery; then BY APPROPRIATE MEANS OF MAIL ADDRESSED TO THE PROPERTY OWNER OR PROPERTY MANAGER AT THE ADDRESS PROVIDED TO THE TOWN BY THE PROPERTY OWNER OR AGENT WITH POSTAGE PREPAID THEREON WITH RETURN RECEIPT REQUESTED, OR IF SAID LETTER IS RETURNED WITH RECEIPT SHOWING NON-DELIVERY, THEN

3. By posting a copy of the notice in a conspicuous place on the premises to be affected by such notice.
- D. Posting Notice – Any rental unit, premises, or portion thereof declared as unfit for human habitation shall be posted at each entrance with a notice by the Code Enforcement COMPLIANCE Official. It shall be unlawful for any person to enter such rental dwelling, premises or portion thereof after the date set forth in the notice to vacate except for the reason of making the required repairs or of demolishing the same. The notice shall include the following:
1. ~~Name of town.~~
  2. The section of the Ordinance under which it is issued.
  3. An order that the Rental Unit shall be vacated by a stated date, and must remain vacant until the order to vacate is withdrawn.
  4. The date the notice is posted.
  5. A statement of the penalty for defacing or removal of the notice.
  6. A statement saying "this building is unfit for human habitation and its use or occupancy has been prohibited by the Town of Berwyn Heights," and the notice shall bear the signature of the TOWN ADMINISTRATOR ~~Mayor~~.
  7. A statement that the owner has the right to appeal the TOWN ADMINISTRATOR's ~~Code Enforcement Official's~~ decision to the Town Council in accordance with the procedures set forth in ~~Section X Right to Appeal~~ of this Ordinance.
- E. Service on occupant – When a condemnation order is served on an occupant other than the PROPERTY owner or PROPERTY MANAGER ~~person responsible for such compliance~~, a reasonable time to vacate the after noncompliance shall be stated. PROPERTY Owners or PROPERTY MANAGERS ~~person responsible for compliance~~ must vacate at the time set for correction of defects if there is ARE failures of TO ~~compliance~~ COMPLY.
- F. Removal of Notice – No person shall deface or remove the notice from any rental unit, premises, or portion thereof which has been declared or noted as unfit for human habitation except by authority in writing from the Code ~~Enforcement~~ COMPLIANCE Official.
- G. Vacating of Declared Buildings – Any rental unit, premises, or any portion thereof declared as unfit for human habitation and so designated and noted shall be vacated within a reasonable time as ordered by the Code ~~Enforcement~~ COMPLIANCE Official, and it shall be unlawful for any PROPERTY owner or PROPERTY ~~operator~~ MANAGER to let any person inhabit said rental unit, premises or any portion thereof which has been declared and noted by the Code ~~Enforcement~~ COMPLIANCE Official, ~~with approval of the Town Administrator,~~ as unfit for human habitation after the date set forth in the notice. The Code ~~Enforcement~~ COMPLIANCE Official shall remove such notice whenever the defect or defects upon which the declaration and noted action were based have been eliminated.

- H. Sealing of unfit structure – It shall be the responsibility of the PROPERTY owner OR PROPERTY MANAGER ~~of the property~~ to remove all unsanitary or flammable material and to SECURE ALL WINDOWS AND DOORS ~~board up all windows and doors after THE dwelling has been properly determined by the Code Enforcement Official to be necessary for reasons of~~ TO PROTECT PUBLIC health, and safety, AND WELFARE. In the event that the PROPERTY owner OR PROPERTY MANAGER ~~of the property~~ fails to properly seal the structure against unlawful entry, the Town of ~~Berwyn Heights~~ shall take action to remove unsanitary or flammable waste material and to SECURE ALL WINDOWS AND DOORS ~~board up all windows and doors~~ so as to prevent entrance. The cost of said action shall be and become a lien on the property and collectible in the same manner as delinquent taxes.
- I. Further action – If, after proper notice hereunder, the PROPERTY owner OR PROPERTY MANAGER fails to correct defects which have caused the rental dwelling, rental unit, premises or any portion thereof to be unfit for human habitation, the Town Administrator may request additional action from the appropriate State ~~and~~ County authority.
- J. Coordination of enforcement
1. Whenever, in the opinion of the Code ~~Enforcement~~ COMPLIANCE Official initiating an inspection under this ~~Rental Housing~~ Ordinance, it is deemed necessary or desirable to have inspections by any other governmental official or agency, the Code ~~Enforcement~~ COMPLIANCE Official shall make a reasonable effort to arrange for the coordination of the inspections so as to minimize the number of visits by inspectors.
  2. The Code ~~Enforcement~~ COMPLIANCE Official shall confer with the other governmental official or agency for the purpose of eliminating conflicting orders before any are issued.
  3. The Code ~~Enforcement~~ COMPLIANCE Official may not, ~~however~~, cause the delay of the issuance of any emergency orders by a governmental official or agency which the governmental official or agency determines must be issued.

#### Section 9. Enforcement Authority

- A. It shall be the duty and responsibility of the Town to enforce the provisions of this Ordinance as herein provided.
- B. The Mayor and Council may waive applicability of this Ordinance to a RENTAL PROPERTY if:
1. Adequate notice in a form and manner specified by the applicable section of this Ordinance is afforded any occupant of the unit;
  2. The occupant is afforded an opportunity to comment on the application either in writing or in person; and
  3. The waiver would not threaten the health, ~~or~~ safety OR WELFARE of any tenant.
- C. Any code official, ~~officer~~ or OTHER TOWN employee ~~of the Town~~ who acts in good faith and without malice in the discharge of duties of enforcement of this ~~Rental Housing~~ Ordinance is relieved of all personal liability for and damage that may occur to persons or property as a result of such acts or alleged failure to act. Further, the code official or OTHER TOWN EMPLOYEE ~~designee~~ shall not be held liable for any costs in any action, suit or proceeding that

may be instituted by the code official OR TOWN EMPLOYEE in the enforcement of this Rental Housing Ordinance. ~~In any of these actions, the official or employee shall be defended or represented by the jurisdiction's attorney at law until final termination of the proceedings.~~

- D. A person may not be displaced by enforcement of this Ordinance unless alternate housing is provided within a reasonable time not to exceed thirty (30) days unless an emergency situation exists affecting the health, safety and welfare of the occupant(s) of the property and OR OTHER TOWN RESIDENTS ~~the citizens of the Town of Berwyn Heights~~. In that case immediate evacuation may be required.

Section 10. Notice of Violations and Penalty for Violations

- A. ~~Whenever the Code Enforcement COMPLIANCE Official determines that there has been or is a violation of any provision of this Ordinance or of any rule or regulation adopted pursuant thereto, the Code Enforcement COMPLIANCE Official shall give notice of such alleged violation to the person or persons responsible therefor, as herein after provided. Such notice shall:~~

Commented [JC12]: This is now consistent with Ord 107.

1. Be in writing;
2. Include a description of the real estate PROPERTY sufficient for identification.
3. Include a statement of the reason why ~~it~~ THE NOTICE is being issued WITH REFERENCE TO THE SECTION OF THIS ORDINANCE VIOLATED;
4. Allow 30 days for the performance of any act it requires.
5. Such notice shall:
  - a. Contain an outline of remedial action, if any, which, if taken, will effect compliance with the provisions of this Ordinance and with rules and regulations adopted pursuant thereto.
  - b. In cases where remedial action is appropriate, ~~In cases where remedial action is appropriate,~~ THE NOTICE SHALL contain the requirement that the violation must be fully corrected within thirty (30) days from the date of the notice and that, in the event that the PROPERTY owner OR PROPERTY MANAGER fails to do so within the thirty-day period, a second notice shall be sent advising of the imposition of a charge payable to the Town. In the event that the violation is not fully corrected within thirty (30) days after this second notice, a third notice shall be sent advising of the imposition of a further charge. Each additional fifteen (15) days thereafter that this violation exists will constitute an additional charge. For each additional prescribed period that the violation is not fully corrected, notice will be issued of the fine amount as due and payable to the Town of Berwyn Heights. Fines for failure to take remedial action shall be established by resolution of the Town Council ~~and shall not exceed the amount of Fines for failure to take remedial action shall be established by resolution of the Town Council and shall not exceed the amount of one thousand dollars (\$1,000.00).~~
  - c. In all other cases, contain the amount of the fine, which shall be assessed according to a schedule established by resolution of the Town Council and ~~which~~ shall not exceed one thousand dollars (\$1,000.00). Violation under this subsection shall include, but are not limited to, missing an inspection or re-inspection; nuisance behavior; and renting or leasing without a license. The Town reserves the right to either revoke a rental license ~~and/or~~ deny renewal of a rental license for incidences of nuisance behavior in violation of this Ordinance.

- B. Failure to pay fine(s) will result in the amount of any fine(s) imposed being TO BE recorded as a lien against the property and collected in the same manner as delinquent TOWN taxes.
- C. Service of notice that dwelling is in violation shall be as follows:
1. By delivery to the PROPERTY owner OR PROPERTY MANAGER personally or by leaving the notice at the usual place of abode of the PROPERTY owner OR MANAGER OR with a person of suitable age and discretion who shall be informed of the intent thereof; or
  2. ~~By certified or registered mail, return receipt requested, addressed to the PROPERTY owner OR PROPERTY MANAGER at the address provided to the Town by the owner as required by this Ordinance with postage pre-paid thereon with return receipt requested, or if said letter is returned with receipt showing non-delivery, then~~ BY APPROPRIATE MEANS OF MAIL ADDRESSED TO THE PROPERTY OWNER OR AGENT AT THE ADDRESS PROVIDED TO THE TOWN BY THE PROPERTY OWNER OR AGENT WITH POSTAGE PREPAID THEREON WITH RETURN RECEIPT REQUESTED, OR IF SAID LETTER IS RETURNED WITH RECEIPT SHOWING NON-DELIVERY, THEN
  3. By posting a copy of the notice in a conspicuous place on the premises affected by such notice.
- D. The Town shall inform the ~~legal owner~~ legal PROPERTY owner OR PROPERTY MANAGER ~~of record or an authorized agent~~ of a rental unit, in writing, of all written verified complaints pertaining to the rental unit.
- E. ~~Whenever three (3) or more households within 500 ft. of a rental unit petition the Town Council that a violation of this Ordinance has occurred, the Town Council, within 30 days of receipt of petition, shall schedule a hearing. A quorum of Town Council members, Code Enforcement Official, PROPERTY owners of record or their agent~~ PROPERTY MANAGER, occupant or tenant and petitioners shall attend. ANY RESIDENT IS ENTITLED TO MAKE A VERBAL OR WRITTEN COMPLAINT ABOUT ANY RENTAL PROPERTY TO THE CODE COMPLIANCE OFFICE FOR INVESTIGATION AND RESOLUTION.

Commented [JC13]: See inclusion of Noise Ordinance Section 7, A, 5.

Commented [JC14]: Alternate language

#### Section 11. Right to Appeal

- A. Any person affected by any notice of violation may elect to appeal to the Town Council.
1. Any person affected by any notice of violation which had been issued in connection with the enforcement of any provision of this Ordinance may request and shall be granted a hearing on the matter by the Town Council, provided that such person shall within ten (10) days after service of a notice of violation, file with the Town Council a signed written notice of appeal, requesting a hearing and setting forth a brief statement of the reasons therefore. Upon receipt of such notice of appeal, Town Council shall set a time and place for such hearing and shall determine appeals as promptly as practicable. The Town Council, with a quorum present, shall hear appeals.
  2. After such hearing, the Town Council may, by a majority vote of the members, affirm, amend, modify or withdraw the notice of violation that has been appealed. Any person who shall fail, refuse or neglect to comply with the decision of the Town Council shall be guilty of violating the provisions of this Ordinance.

3. In the event a person wished to contest the decision of the Town Council, he or she may notify the Town of his or her intent within ten (10) days after the rendering of the decision by the Town Council. In that event the Town shall issue a municipal infraction citation to the aggrieved person who may request a hearing in the District Court of Maryland pursuant to the Municipal Infraction procedure. The decision of the Town Council in such a case shall be stayed, pending a decision by the District Court. To the extent of this section of the ordinance, all violations of this Ordinance will be considered municipal infractions of the Town.
- B. Failure to pay after adjudication or request of adjudication by the Town will result in the amount of any fine imposed being recorded as a lien against the property and BE collected in the same manner as delinquent taxes.

Section 12. Responsibilities of Owners and Rental Units

Only the property owner shall be responsible for compliance with the provisions of this Ordinance except as provided herein.

Commented [JC15]: Moved to be included in the Landlord/Tenant Responsibility Form.

- A. ~~Every occupant of a structure or part thereof shall keep that part of the structure or premises thereof which that occupant occupies, controls or uses in a clean and sanitary condition. Every PROPERTY owner OR PROPERTY MANAGER of a dwelling containing a rental unit shall maintain, in a clean and sanitary condition, the shared or public areas of the dwelling and premises thereof.~~
- B. ~~The occupant of a structure or part thereof shall keep the owner supplied equipment and fixtures therein clean and sanitary, and shall be responsible for the exercise of reasonable care in their proper use and operation. The PROPERTY owner OR PROPERTY MANAGER shall maintain the equipment and fixtures in good and proper operating condition.~~
- C. ~~The equipment and fixtures furnished by the occupant of a structure shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.~~
- D. ~~The PROPERTY owner OR PROPERTY MANAGER of any premises shall be responsible for extermination within the rental unit.~~
- E. ~~The PROPERTY owner OR PROPERTY MANAGER of any premises shall be responsible for the continued rodent proof condition of the structure.~~
- F. ~~For any dwelling containing a rental unit, it shall be the responsibility of the PROPERTY owner OR PROPERTY MANAGER to supply adequate rubbish containers and garbage disposal facilities and storage containers.~~
- G. ~~Every PROPERTY owner OR PROPERTY MANAGER of a rental unit shall be responsible for hanging all screens and double or storm doors and windows whenever the same are required under the provisions of this Ordinance or of any rule or regulation adopted pursuant thereto.~~
- H. ~~The PROPERTY owner OR PROPERTY MANAGER shall be responsible for the maintenance, repair and/or replacement of equipment and fixtures furnished by the PROPERTY owner OR PROPERTY MANAGER. The equipment and fixtures shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.~~

- I. ~~No PROPERTY owner or PROPERTY MANAGER owner's agent may prevent any tenant from talking to the Code Enforcement COMPLIANCE Official.~~
- J. ~~The PROPERTY owner OR PROPERTY MANAGER shall provide and maintain venetian blinds, curtains, non see through fabric blinds, or some other appropriate window covering as determined by the Code Enforcement Official for each window that looks directly to the outside or onto a court.~~

Section 13. Interpretation and Waiver

- A. ~~The Mayor and Town Council of Berwyn Heights~~ shall decide questions of interpretation of this Ordinance.
- B. Upon written request, the ~~Mayor and~~ Town Council may waive or vary particular provisions of this Ordinance to the extent that the waiver is not inconsistent with Annotated Code of Maryland if:
  - 1. Geographic differences or unique local conditions justify the waiver.
  - 2. The waiver would not threaten the health, ~~or~~ safety, OR WELFARE of a tenant or THE PUBLIC ~~occupant~~.

Section 14. Validity

- A. If any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance.
- B. This Ordinance shall not effect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of these ordinances, codes or regulations in effect at the time the violations were committed.

Section 15. Rules and Regulations

The Town Council shall pass such rules and regulations as are consistent with the purpose, intent and enforcement of this Ordinance.

Revised: May 4, 1993  
Revised: December 8, 2004  
Revised:

**Resolution No.**  
**Ordinance 120 – Licensing of Rental Housing Fine Schedule**

**WHEREAS**, the Mayor and Town Council has determined that Ordinance 120 – Licensing of Rental Housing requires a fine schedule for violations thereof; and

**WHEREAS**, Section 402 of the Town Charter of the Town of Berwyn Heights vests the Mayor and Town Council with authority to establish and enact such fines; and

**WHEREAS**, the Mayor and Town Council adopted amendments to Ordinance 120 – Licensing of Rental Housing at its Town Meeting on \_\_\_\_; and

**NOW, THEREFORE, BE IT RESOLVED AND, IT HEREBY IS RESOLVED**, that the Mayor and Town Council this \_\_\_ day of \_\_\_\_ does hereby adopt the following Ordinance 120 – Licensing of Rental Housing fine schedule.

**BE IT FURTHER RESOLVED** that the fine schedule to amended Ordinance 120 – Licensing of Rental Housing adopted at the Town Meeting on the \_\_\_ day of \_\_\_\_\_ shall become effective \_\_\_\_\_.

**Licensing and Registration Violations**

Ordinance 120 requires rental property owners or property managers to file a rental housing license application ~~and a floor plan of the dwelling~~. Whenever a property owner or property manager fails to file or complete the required forms, the property owner may be fined as follows:

<del>Failure by property owner or property manager of owner occupied dwelling to apply for or renew an annual rental housing license</del>	<del>\$200</del>
<del>Failure by property owner of non-owner occupied dwelling to apply for or re-new an annual rental housing license</del>	<del>\$400</del>
<del>Failure by owner of non-owner occupied dwelling occupied by only family members to register</del>	<del>\$100</del>
Failure to provide required rental license application information	\$100
Failure to file required floor plan.....	\$100
Failure to file Housing Disclosure Form.....	\$100
Failure to provide required Housing Disclosure Form information.....	\$100
Failure to file Tenant's Rights and Responsibilities Disclosure Form...	\$100

Fines may be doubled for each additional 30 days or portion thereof that owner is in violation of Section IV of Ordinance 120

**Commented [JC1]:** There is no less of an administrative burden to achieving compliance based on whether the rental is owner/family occupied or not.

**Crashing Violation**

Whenever there is a violation of the crashing provision of Ordinance 120 as defined in Section II of Ordinance 120, the owner may be fined as follows:

For the first occurrence in any given calendar year.....	\$100.00
For the second occurrence in any given calendar year.....	\$200.00
For the third and each successive occurrence in any given calendar year.....	\$300.00

**Missed Inspection and/or Re-Inspection Appointment Violation**

Whenever the property owner or property manager misses a scheduled appointment for an inspection or re-inspection, the property owner may be fined as follows:

First missed appointment in any given calendar year	\$25
Second missed appointment in any given calendar year	\$50
Third and each successive missed appointment in any given calendar year	\$75

**Nuisance Behavior Violation**

Whenever there is a violation of the nuisance behavior provision of Ordinance 120 as defined in Section II of Ordinance 120, the owner may be fined as follows:

For the first occurrence in any given calendar year.....	\$100.00
For the second occurrence in any given calendar year.....	\$200.00
For the third and each successive occurrence in any given calendar year.....	\$300.00

Whenever any person being the occupant, tenant, or otherwise having any control to any degree of premises who either sponsors, conducts, hosts, invites, suffers, permits or continues to allow a gathering, which is or becomes a nuisance as defined in Section II of Ordinance 120, then any person being the occupant, tenant, or otherwise having any control to any degree of premises may be fined as follows:

First occurrence in any given calendar year.....	\$100.00
Second occurrence in any given calendar year.....	\$200.00
Third and each successive occurrence in any given calendar year.....	\$300.00

Town reserves the right to either revoke or deny renewal of rental housing license for violation of this provision of the Ordinance.

**Public Nuisance Violation**

Whenever any person being the owner, occupant, tenant, or otherwise having any control to any degree of premises who either creates, encourages, invites, suffers, permits or continues to allow a public nuisance pursuant to Ordinance 120, then any person being the owner, occupant, tenant, or otherwise having any control to any degree of premises may be fined as follows:

First occurrence in any given calendar year	\$100
Second occurrence in any given calendar year	\$200
Third and each successive occurrence in any given calendar year	\$300

**Remedial Violations**

In cases where remedial action by the property owner or property manager is required and appropriate, the property owner or property manager will have thirty (30) days from date of notice to correct the violation.

Failure to correct violation within 30 days of first notice	\$100
Failure to correct violation within 30 days of second notice	\$200
Each additional 15 days thereafter	\$200
Failure to contact for inspection or re-inspection within 30 days of first notice of violation	\$100
Failure to contact for an inspection or re-inspection within 30 days of second notice of violation	\$200
Each additional 15 days thereafter	\$200

**Any Other Violations**

In cases where action by owner is required and appropriate, the owner may be fined as follows:

Failure to correct violation within 30 days of first notice	\$100
Failure to correct violation within 30 days of second notice	\$200
Each additional 15 days thereafter	\$200
Failure to contact for inspection or re-inspection within 30 days of first notice of violation	\$100
Failure to contact for an inspection or re-inspection within 30 days of second notice of violation	\$200
Each additional 15 days thereafter	\$200

**Clean Lot Ordinance 107 Violations**

Fines for Clean Lot Ordinance 107 type violations at rental properties shall be levied and collected in accordance with the provisions of Ordinance 107.

**Refuse Collection Ordinance 117 Violations**

Fines for Refuse Collection Ordinance 117 type violations at rental properties shall be levied and collected in accordance with the provisions of Ordinance 117.

**Liens**

Failure to pay any fine(s) set forth in this Fine Schedule will result in the amount of any fine(s) imposed being recorded as a lien against the property and be collected in the same manner as delinquent Town taxes.

**Revocation of or Denial to Renew Rental Housing License**

Town reserves the right to either revoke or deny renewal of rental housing license for violation(s) of Ordinance 120.

By Order of the Mayor and Town Council

\_\_\_\_\_  
Cheryl Jewitt  
Mayor, Town of Berwyn Heights

ATTEST:

\_\_\_\_\_  
Kerstin Harper, Town Clerk



## Application for a Rental Housing License

**Code Compliance Office**  
**5700 Berwyn Road**  
**Berwyn Heights, Maryland 20740**  
**301-474-9331**

\_\_\_\_\_  
Owner(s) Name (not Property Manager)

\_\_\_\_\_  
Owner(s) Physical Address (if different from  
Rental Property address – No P.O. Boxes)

\_\_\_\_\_  
Owner(s) Phone Number:

\_\_\_\_\_  
Owner(s) E-mail

\_\_\_\_\_  
Property Management Company

\_\_\_\_\_  
Property Manager Phone Number

\_\_\_\_\_  
Contact Name:

\_\_\_\_\_  
Property Manager Cell Number

\_\_\_\_\_  
Address City, State, ZIP

\_\_\_\_\_  
Property Manager E-mail

\_\_\_\_\_  
Description of Property

\_\_\_\_\_  
Number of Unrelated Tenants

All rental properties are subject to periodic inspection to determine compliance with the Town of Berwyn Heights' Ordinances. These inspections are a condition of the rental license pursuant to Ordinance 120. The applicant acknowledges and agrees that by conducting inspections of rental properties, the Town does not assume any responsibility to individual property owners or tenants to ensure or warrant the suitability or fitness of a dwelling for habitation or its compliance with any particular housing standards or regulations, nor does the Town assume any liability for any failure of the dwelling to meet such standards or regulations. The Town will provide at least ten (10) business days' notice prior to any scheduled interior inspection, unless the inspection is necessary to prevent or resolve an emergency. Failure to allow entry for such inspections or to prohibit any tenant to allow entry for such inspections shall constitute sufficient reason for the denial or revocation of a rental license.

All property owners are responsible for compliance with all applicable Town Ordinances and any expenses the Town may incur as a result of violations of any Town ordinance. Any unpaid fines or fees the property owner incurs, or fines or fees associated with the property owner's failure to assume responsibility for any ordinance violations, will be collected in the same manner as delinquent Town taxes.

I acknowledge the provisions in the Landlord/Tenant Rights and Responsibilities Form, and I have made this Form available to the tenants.

\_\_\_\_\_  
Property Owner/Property Manager Signature:

\_\_\_\_\_  
Date:

Please sign and send payment of \$300 application fee by Check or Money Order to the Code Compliance Office

*Credit card payments are accepted when payment is made in person at the Code Compliance Office Monday-Friday 8:30 a.m.-5:00 p.m. Credit card payments are subject to applicable service fees posted at the time of payment.*





# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Code Tel. (301) 513-9331  
Town Tel. (301) 474-5000  
Fax (301) 474-5002

## RENTAL HOUSING DISCLOSURE FORM

**OWNER/AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**RENTAL PROPERTY ADDRESS:** \_\_\_\_\_

Every holder or applicant of a Town of Berwyn Heights Rental License under Ordinance 120 of the Town Code must provide the following disclosures and documents to his/her tenants, renters or occupants as a condition of the issuance or renewal of the rental license.

- 1) Ordinance 120 (Rental Housing) with special attention to Section V, VI, VII and XI - has been and will be distributed to present and future tenants of the above listed property. (Enclosed)
- 2) Ordinance 114 (Peace, Order and Nuisance) has been and will be distributed to present and future tenants of the above listed property. (Enclosed)
- 3) Ordinance 107 (Clean Lot) has been and will be distributed to present and future tenants of the above listed property. Owner/Occupants are aware of the responsibility for maintaining clean ground and premises free of litter. (Enclosed)
- 4) Ordinance 117 (Refuse Collection) has been and will be distributed to present and future tenants of the above listed property. (Enclosed)
- 5) Ordinance 119 (Traffic and Parking) has been and will be distributed to present and future tenants of the above listed property. (Enclosed)
- 6) An express stipulation that the owner has delivered said leased premises as required by Ordinance 120 in a clean, safe and sanitary condition.
- 7) That the Mayor and Council is available to address through mediation and housing disputes/problems that might arise between the lessee and lessor or between the lessee/lessor and neighbors.

8) The number of unrelated persons who are legally authorized to occupy the said premises are five. Additional permanent occupants are prohibited. The undersigned owner/agent hereby certifies in writing that the above provisions of this disclosure have been/will be adhered to. This document, with the owner's/agent's and tenants' signatures affixed, must be received by the Code Enforcement Office before the issued/renewed. In the event a tenant declines to sign the Disclosure Form, the owner/agent shall indicate this in writing, in the space provided for the tenant's signature, by noting, under oath subject to the penalty of perjury, the "Tenant Decline," and also noting the tenant's apartment, room number or like designation.

Owner/ Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

OATH CONCERNING TENANT(S), WHO DECLINE TO SIGN  
I, OWNER/AGENT OF THE ABOVE PREMISES, SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE STATEMENT "TENANT DECLINE" INSERTED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

OWNER/AGENT SIGNATURE: \_\_\_\_\_

\* NOTE: After completion, please return immediately to the Berwyn Heights Code Compliance Department.



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Code Tel. (301) 513-9331  
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Fax (301) 474-5002

## TENANTS' RIGHTS AND RESPONSIBILITIES DISCLOSURE FORM

Welcome to the Town of Berwyn Heights! Berwyn Heights is a full-service community, providing the following municipal services: a Town Government, a monthly newsletter, Police and Fire Protection, Street Maintenance and Construction, Trash and Recycling Disposal and Code Enforcement.

The Town Office, located at 5700 Berwyn Road, operates Monday through Friday from 8:30 a.m. – 5:00 p.m.; (301) 474-5000 and is available to answer questions that you may have regarding the community. The office sells stamps and mails packages and has a notary public available for \$1 per notary. The Town Government consists of a Mayor and four Councilmembers. Town Meetings are held the second Wednesday of each month at 8:00 p.m. in the Town Office. Residents are encouraged to attend.

The Town Bulletin is delivered to each home no later than the first day of each month. It provides all the information regarding the Town government, monthly calendar of events, important telephone numbers, and civic organization announcements.

The Police Department, located at 5411 Berwyn Road, operates 24 hours a day for your safety. If you have a non-emergency, please call (301) 333-4000 and ask the Dispatcher to request the on-duty Berwyn Heights Police Officer to contact you; please call 911 for emergencies. Parking decals are available, free of charge, at the Police Department to assist our public safety personnel in identifying vehicles that belong to residents. The Fire Department, located at 8811 60th Avenue, is also available 24 hours for your safety. If it is an emergency, please call 911; if it is a non-emergency, please call (301) 474-7866.

The Public Works Department has trash pickup North of Pontiac on Mondays and Thursdays; South of Pontiac on Tuesdays and Fridays of each week. Heavy trash pickup is weekly on Thursdays for North of Pontiac Street and on Fridays for South of Pontiac Street. Yard waste is picked up weekly on Mondays for North of Pontiac Street and Tuesdays for South of Pontiac Street. Questions regarding trash pickup should be directed to (301) 474-6897. Recycling collection is provided for the entire Town on Wednesdays by our Public Works Department. If a holiday falls on Wednesday, there is no pickup that week.

The Code Enforcement Department handles all code and ordinance complaints, building permits and rental inspections at (301) 513-9331.

As a new resident to Berwyn Heights, you should be aware of the following rights and responsibilities to safeguard the health and welfare of the community:

### Tenants' Responsibilities:

Each tenant shall comply with all duties imposed upon tenants by the applicable provisions of all municipal codes, regulations and ordinances, and in particular:

1. Keep the premises safe and sanitary.
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
3. Keep all plumbing fixtures in the dwelling unit as clean as their condition permits
4. Use and operate all electrical and plumbing fixtures properly.
5. Personally refrain, and forbid any other person who is on the premises with tenants' permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
6. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement.

7. Conduct themselves and require other persons on the premises with tenants' consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment. Nuisance behavior such as but not limited to, public drinking or drunkenness, public urination, unlawful sale, furnishing or consumption of alcoholic beverages or controlled substances or public nuisance situations carries fines of \$100, \$200 or \$300 for the first, second and third offense in a calendar year. Landlord is subject to the same fine for the same offense. Repeat offenders are subject to revocation of the rental license and eviction.
8. Upon reasonable notice and at reasonable times, give consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed upon services, or exhibit the dwelling unit to prospective or actual purchasers, tenants or contractors.
9. Inform the landlord, or landlord's agent, within a reasonable time, of any conditions, whether caused by the tenant or due to normal use of the rental property, which should be corrected in order to preserve the condition of the rental property.
10. Vehicles parked on the street must bear current, valid license plates and be parked, in accordance with Town's Parking Ordinance, passenger side to the curb and no more than twelve (12) inches from the curb. Vehicles may not be left idling while unattended.
11. No more than five (5) non-related tenants are permitted to occupy a rental premise. The landlord is required to file one signed Tenant's Rights and Responsibilities Form for each tenant within 30 days of the tenant's occupancy. Failure to do so subjects the landlord to a \$100 fine.

**Tenants' Rights:**

1. You have the right to a decent and safe place to live - The residence must meet the requirements of local building and health codes concerning the condition of the residence; necessary repairs are made to keep the residence in livable condition; all electrical, plumbing, sanitary, heating, ventilating, air conditioning units as well as other facilities and appliances to be supplied by the landlord are maintained in a good and safe working condition; running and also hot water as well as reasonable air conditioning and heat are provided when needed.
2. You have the right to refuse unlawful or unreasonable entry into the residence - The landlord is not allowed to abuse his/her right to enter the residence. The landlord cannot enter the residence without telling you unless it is an emergency.
3. You have the right to a certain level of security - Your landlord is required by the Town's Ordinance 120 - Rental Housing to provide dead-bolt locks on all entrance doors and locking devices on all exterior windows. You may install new burglary prevention, including burglar alarm system, chain latch devices and fire detection devices to further ensure safety only if approved by the landlord.
4. You have the right to a proper eviction notice - In order to terminate a tenancy, the landlord must give written notice.
5. You have the right to be informed of any changes in property management or ownership.
6. You have the right to speak out - Your landlord cannot take actions against you for complaining about the conditions of the residence to any government agency, including the Town; if so, you may appeal your case to the District Court, Landlord-Tenant Commission.

**ACKNOWLEDGMENT OF RECEIPT**

The undersigned hereby acknowledges receiving a copy of this notice. I HAVE READ, UNDERSTAND AND WILL COMPLY WITH THE ABOVE.

Tenant's Name (print): \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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