TOWN OF CHEVERLY, MARYLAND
MAYOR AND TOWN COUNCIL

WORK SESSION
April 23, 2026
7:30 PM
Hybrid

**AGENDA**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Grant Request –** Cheverly Gives Back will present their grant request to the Mayor & Council.
5. **5701 Landover Rd Park** – The Mayor & Council will discuss name options for this park.
6. **CAR-2-2026 Candidate Prohibition** – The Mayor and Council will review and discuss the language in this draft charter amendment.
7. **GIC Discussion** – The Mayor and Council will discuss next steps regarding the Green Infrastructure Committee.
8. **Policy Committee Update** – Mayor and Council will discuss the draft policy for Elected Officials' use of Town resources for events.
9. **Prologis $10,000 Environmental Impact** - Mayor and Council will discuss how to fulfill the requirements of the 2023 agreement.
10. **Cheverly Entrance Sign at 64th Ave** - Mayor and Council will discuss feasibility of design during FY27.
11. **Keller Update –** A representative from Keller Construction will provide an update on the Eley building construction.
12. **Town Administrator Update –** Town Administrator Galloway will provide a report to the Mayor and Council.
13. **Update by CM Fry & Garces Regarding Cheverly Station Apartments –** Council members will provide updates/feedback from residents at Cheverly Station Apartments.
14. **Review of May Town Meeting Agenda and Future Requests –** The Mayor and Town Administrator will offer a forecast of the Mayor and Council Town Meeting agenda. The Mayor will seek Council input on agenda items for consideration for future meetings.
15. **Adjourn**

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

**Resident input will be allowed as part of action items, presentations and discussion items on the agenda, residents seeking to speak will be recognized by the presiding officer. Residents may speak once, for no more than three minutes, on each eligible agenda item per the adopted Council Meetings Rules & Procedures. Residents are also encouraged to submit input to the town clerk at* townclerk@cheverly-md.gov *to be read at the meeting.*

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

**Zoom Information:**

**Topic: Cheverly Mayor & Council Work session**

**Please click the link below to join the webinar:**

**https://us02web.zoom.us/j/82551558763?pwd=SkU0MDI5TmNWYVBMNXlFVk8vNEp0UT09**

**Webinar ID: 825 5155 8763**

**Passcode: 916656**

**Or One tap mobile :**

**US: +13017158592,,82551558763#**

**Or Telephone: US: +1 301 715 8592**

# Agenda Supplemental Material


1. Grant Request — Pages: 4 – 7
2. Charter Amendment CAR 2-26 — Pages: 8 - 10
3. Policy Review — Pages: 11 – 16
4. GIC MOU — Pages: 17 – 21

**Grant: #** _____

# GRANT ACQUISITION AGREEMENT

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

**Organization:** Cheverly Gives Back

**Name:** Carmen Jones / Datevious King **Phone:** 202-725-0529

**Address:** 3100 Parkway **Email:** cheverlygivesback@gmail.com
Cheverly, MD 20785

- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends, and/or personal income.

- As duly authorized by the above-named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff on how the funds were spent.

- Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30th.

  I also understand that the funds provided are not for my personal use and that violating this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.

**Date:** April 20, 2026 Dantevius King

***Signature of Grant Recipient***

PLEASE ATTACH THE FOLLOWING:

- THE PURPOSE OF THE GRANT REQUEST.
- A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.
- A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.
- A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.
- THE OVERALL BENEFIT TO THE COMMUNITY.

# GRANT APPLICATION

Town of Cheverly Community Grant Program

| | |
|---|---|
| **Organization Name:** | Cheverly Gives Back |
| **Project Title:** | Homegrown — A Community Poetry & Comedy Night featuring local storytelling from Cheverly Residents |
| **Funding Requested:** | $1,500.00 |
| **Proposed Event Date:** | June 2026 |
| **Venue:** | Cheverly Town Park Pavilion, Cheverly, Maryland |
| **Date of Submission:** | April 2026 |

## I. PURPOSE OF THE GRANT REQUEST

Cheverly Gives Back respectfully submits this application requesting $1,500.00 in funding through the Town of Cheverly Community Grant Program. These funds will support the production of “Homegrown” a free, community-centered outdoor poetry and comedy event to be held at the Cheverly Town Park Pavilion in June 2026. The purpose of this event is to provide Cheverly residents with a high-quality, accessible cultural experience that highlights the artistic talent residing within our own community.

## II. DETAILED DESCRIPTION OF THE PROJECT

Cheverly Gives Back is a community-based organization committed to organizing positive, enriching events for the residents of Cheverly, Maryland. “Homegrown” represents the organization’s commitment to investing in local talent and fostering community connection through the arts.

“Homegrown” will be a free, outdoor evening event held on a Friday in June 2026 at the Cheverly Town Park Pavilion. The event is designed to begin at sunset and run approximately two hours in duration. Admission will be free to the public; complimentary tickets will be distributed in advance solely for the purpose of estimating attendance. Attendees are invited to bring blankets and lawn chairs, creating a relaxed and festive community atmosphere.

**The program will consist of the following:**

**1. Opening Live Music Performance —** A local band with ties to the Cheverly community will perform a 30 to 40-minute opening set, establishing a welcoming atmosphere prior to the main program.

**2. Spoken Word & Poetry Showcase —** Two to three spoken word and poetry artists from the Cheverly community will perform, representing the breadth of local literary talent.

**3. Comedy Showcase —** Three to four stand-up comedians, led by a Cheverly resident and local comedy troupe, will each perform 20-minute sets. A host emcee will guide the program with an opening segment of approximately 15 minutes.

**4. Raffle Giveaways —** Two raffle drawings featuring gift cards will be held during the event to further engage attendees.

**5. Light Refreshments & Food Trucks —** Light refreshments will be provided on-site. Independent food truck vendors will be invited to operate at the event at no cost to the grant budget.

**Contingency Planning:** In the event of inclement weather, a backup indoor venue — either the town gymnasium or the new hall — will be identified and secured in advance to ensure the event is not interrupted or cancelled.

## III. DETAILED ACCOUNTING OF GRANT FUNDS

The total grant request of $1,500.00 will be allocated as follows. A full itemized budget is attached as a supplementary document.

| # | Line Item | Description | Qty | Est. Amount |
|---|---|---|---|---|
| **CATEGORY A — PERFORMER FEES** | | | | |
| 1 | **Stand-up comedians** | 3–4 performers @ $150–$200 each | 3–4 | $600 – $800 |
| 2 | **Spoken word / poetry artists** | 2–3 local Cheverly performers (rate TBD) | 2–3 | $150 – $250 |
| 3 | **Local band / musicians** | Opening set, 30–40 min (rate TBD) | 1 | $100 – $200 |
| **CATEGORY B — EVENT SUPPLIES & OPERATIONS** | | | | |
| 4 | **Raffle prize gift cards** | Gift card giveaways for attendee raffle | 2 | $50.00 |
| 5 | **Light refreshments** | Water & non-alcoholic beverages | — | $75.00 |
| 6 | **Signage & printed materials** | Event flyers, banners, complimentary tickets | — | $50.00 |
| 7 | **Audio / PA system rental** | Microphone, speakers, sound equipment | 1 | $100.00 |
| **CATEGORY C — CONTINGENCY** | | | | |
| 8 | **Contingency reserve** | Backup venue setup & incidental expenses | — | $75.00 |
| **TOTAL GRANT REQUEST** | | | | **$1,500.00** |

*Note: Food truck vendors will operate independently and are not included in this budget. All unexpended funds, if any, will be returned to the Town of Cheverly in accordance with grant program guidelines.*

## IV. DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS

**April – May 2026:** Cheverly Gives Back will confirm all performers, execute agreements, and issue deposit payments to talent. The organization will secure the necessary venue permit from the Town of Cheverly and finalize the specific event date in June 2026.

**Late May 2026:** All raffle prizes and event supplies — including printed materials, signage, and refreshments — will be procured. Audio equipment rental will be confirmed.

**One to Two Weeks Prior to Event:** Final performer payments will be issued. Any remaining materials or operational needs will be purchased and secured.

**Event Day — June 2026:** All grant funds will be fully expended in support of the event. “Homegrown” will be executed as outlined in this application.

**Within 30 Days Following the Event:** Cheverly Gives Back will complete a full financial reconciliation of all grant expenditures and submit a post-event summary report to the Town of Cheverly, inclusive of attendance estimates and a final accounting of funds.

## V. OVERALL BENEFIT TO THE COMMUNITY

"Homegrown" is rooted in a singular vision: to celebrate the extraordinary talent that already exists within the Town of Cheverly. By producing a professional-quality comedy special and local storytelling showcase performed by homegrown Cheverly artists, this event directly reinvests in the community it serves.

**The benefits to the Cheverly community are as follows:**

**Cultural Enrichment:** "Homegrown" provides residents with a free, professionally produced cultural event featuring comedy, spoken word, poetry, and live music — forms of expression that are rarely showcased in an intimate neighborhood setting.

**Civic Pride & Community Identity:** Featuring Cheverly residents as the headline performers reinforces the message that our community is rich with talent, creativity, and story. This strengthens collective identity and pride of place.

**Accessibility & Inclusion:** By offering the event at no cost, Cheverly Gives Back ensures that all residents — regardless of economic circumstance — are able to participate fully in this cultural experience.

**Activation of Public Space:** Hosting "Homegrown" at the Town Park Pavilion activates a beloved public asset in a new and meaningful way, demonstrating the venue's potential as a hub for community programming.

**Long-Term Community Investment:** Cheverly Gives Back intends for "Homegrown" to serve as the inaugural installment of an annual community arts tradition. With the support of the Town of Cheverly Grant Program, this event will establish a replicable model for future programming that continues to grow in reach and impact.

*Cheverly Gives Back is grateful for the Town of Cheverly's consideration of this application and remains committed to producing an event that reflects the best of what this community has to offer.*

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**Submitted by:** Cheverly Gives Back
**Date of Submission:** April 2026

**CHARTER AMENDMENT RESOLUTION NO.: 2-26**

**COUNCIL OF THE TOWN OF CHEVERLY, MARYLAND CHARTER AMENDMENT RESOLUTION NO. 2-26 CANDIDATE PROHIBITION**

Introduced by: Town Council
Date Introduced:
First Reading:
Second Reading:
Date Adopted:
Date Effective:

**CHARTER AMENDMENT RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHEVERLY, AMENDING §18.2, CANDIDATES, TO PROHIBIT POLITICAL CANDIDATES FROM BEING CANDIDATES FOR MAYOR AND COUNCILMEMBER IN THE SAME ELECTION UNDER ANY CIRCUMSTANCES BY ADDING A NEW SUBSECTION TO §18.2 OF THE CHARTER**

A Charter Resolution of the Mayor and Council of the Town of Cheverly adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and §4-301 et-seq., Local Government Article, Annotated Code of Maryland as amended.

**WHEREAS**, §18.2 of the Charter addresses the qualifications of candidates in Town elections; and

**WHEREAS**, Whereas the mayor and Council have determined that a Prohibition against a candidate running for the offices of Mayor and council member in the same election is in the public interest, and whereas such a Prohibition can only be enacted through a charter Amendment; and

**WHEREAS**, the Mayor and Council believe an amendment to the Town Charter banning candidates from running for mayor and councilmember is in the best interests of the Town and its residents.

Section 1. **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Cheverly, that § 18.2. - Candidates, be repealed, re-enacted and amended to read as follows:

**§ C-18.2. - Candidates.**
A. Any person desiring to be a candidate for an elective office under the terms of this subtitle shall file, not fewer than forty-five (45) days previous to the date of election, with the Ethics

Commission a financial disclosure statement under oath and, with the Board of Election Supervisors, a petition under oath setting forth the following:

(1) That said candidate is a registered voter of the town,

(2) That said candidate will have attained the required age for the office he or she is seeking on or before election day,

(3) That said candidate has been a resident of the town for not fewer than six (6) months immediately preceding the date of election,

(4) The ward in which said candidate resides, and

(5) The name of the office sought; provided, a candidate for council shall reside in the ward where such person seeks office, and provided further that no person may be a candidate for more than one office at any one election. The board shall certify petitions meeting the terms of this section and shall cause to be given general publicity within the town the names of certified candidates with the names of the offices they seek, and shall post all of such names and offices conspicuously at the polls.

B. UNDER NO CIRCUMSTANCES MAY AN INDIVIDUAL BE A CANDIDATE FOR MAYOR AND COUNCILMEMBER IN THE SAME ELECTION. AN APPLICATION FOR CANDIDACY FOR MAYOR AND COUNCILMEMBER FOR AN OFFICIAL CANDIDATE IN THE SAME ELECTION SHALL BE NULL AND VOID. LIKEWISE, ANY APPLICATION FOR WRITE-IN CANDIDACY FOR AN INDIVIDUAL FOR THE OFFICE OF MAYOR AND COUNCILMEMBER IN THE SAME ELECTION SHALL BE NULL AND VOID FOR BOTH OFFICES.

Section 2: **BE IT FURTHER RESOLVED** that any provision of the Charter which is inconsistent with § C-6 as amended is hereby repealed.

Section 3: **BE IT FURTHER RESOLVED** that the date of the adoption of this Resolution is _____, and that the amendment to the Charter of the Town of Cheverly hereby proposed by this enactment, shall be and become effective on _____ [50 days], unless a proper petition for a referendum hereon shall be filed by _____ [40 days], and a fair summary of the Amendment shall be posted at Town Hall for forty days following its adoption and published in a newspaper having general circulation in the Town not less than four (4) times at weekly intervals by_____ [40 days].

Section 4: **BE IT FURTHER RESOLVED** that as soon as the Charter Amendment hereby enacted becomes effective, either as herein provided or following a referendum, the Clerk shall send separately to the Department of Legislative Services, the following information concerning the Charter Amendment: (1) the complete text of this Resolution; (2) the date of referendum election, if any, held with respect thereto; (3) the number of votes cast for and against this Resolution by the Mayor and Council of the Town of Cheverly or in a referendum; and (4) the effective date of the Charter Amendment.

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Section 5: **BE IT FURTHER RESOLVED** that the Clerk be, and he/she is specifically enjoined and instructed to carry out the provisions of Sections 3 and 4, and as evidence of compliance herewith the said Clerk shall cause to be affixed to the Minutes of this meeting (1) an appropriate certificate of publication of the newspaper in which the fair summary of the Amendment shall have been published; and (2) records of mailing referred to in Section 3, and shall further complete and execute a Certificate of Compliance.

Section 6: **BE IT FURTHER RESOLVED** that the title to this Charter Amendment Resolution is deemed a fair summary hereof.

**INTRODUCED** by the Mayor and Council of the Town of Cheverly, Maryland, at a Regular Meeting on _____, at which meeting copies were available to the public for inspection.

**ADOPTED** by the Mayor and Council of the Town of Cheverly, Maryland, at a Regular Meeting on _____, at which meeting copies were available to the public for inspection.

**MAYOR AND COUNCIL OF THE TOWN OF CHEVERY:**

Attest: _____ _____
Town Clerk Micah Watson, Mayor

_____ _____
Christopher Wade, Councilmember John LeGloahec, Councilmember

_____ _____
Nicole Bryner, Councilmember David Tansey, Councilmember

_____ _____
Charly Garces, Councilmember Amy Jean Chung Fry, Councilmember

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Policy on Elected Officials' Use of Limited Town Resources for Community Events

The purpose of this policy is to establish clear rules governing the limited use of Town resources in connection with community events initiated by individual elected members of the Town Council (including the Mayor).

Council Members and Mayors host events that help bring residents together, share information, or support community activities in their elected role. At the same time, Town resources must be used carefully to protect taxpayer funds, maintain fairness during elections, and avoid placing pressure on Town staff.

I. General Policy

a. Elected Officials may request limited Town support for up to two (2) events per fiscal year that they organize, by themselves, for the benefit of the community. Alternatively, elected officials may request to co-host three (3) events per year with another elected official, town department, or a registered community organization.

b. All requests are subject to review and approval by the Town Administrator or designee and must be consistent with available staff capacity and operational priorities. The Town Administrator shall provide the requestor a reasonable cost estimate within 15 work days of the request being submitted. The Town Administrator and the requestor shall jointly decide whether to execute the event; if they cannot reach consensus, the request shall be discussed at a public worksession and decided by the Council.

c. Approval by the Town Administrator of an elected official requested event, makes the event a Town sponsored event. Approved elected official events are equivalent to special permit events.

d. Support is limited to basic logistical assistance, such as the provision of Town equipment (e.g., tables, chairs, tents, speakers, or similar items) and minimal staff assistance for equipment delivery or setup/breakdown when feasible.

II. Limits on Town Support

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a. To protect staff capacity and taxpayer funds:

   i. Each Elected Official may receive support for up to two (2) events per fiscal year, or three (3) events jointly.

   ii. The total value of in-kind Town support to each elected official may not exceed $2000 per fiscal year. The $2,000 in-kind cap applies in aggregate across all events.

b. Support provided must fall within Official Town events [this should say something like, Town originated events] [or, Town Administrator originated events] always take priority for equipment and staff time. Town support may not include:

   i. Direct Town funding

   ii. Overtime staffing or additional staffing beyond normal operations

   iii. Additional police staffing beyond normal public safety needs

   iv. [the event can be indoors, and it can be after-hours; that's part of the cost estimate]

   v. Use of outdoor Town facilities not otherwise available for public rental (i.e. pavilions)

## III. Community Access

a. Events supported by Town resources must:

   i. Be free and open to all residents

   ii. Serve a clear community purpose, such as education, civic engagement, or community-building

   iii. [I don't know what this means, and how can we enforce it; the event is publicly advertised]

   iv. Be widely advertised [sure but how do we monitor? And no, we can't require elected officials to flyer one particular kind of housing unit]

   v. To the fullest extent possible, be ADA-compliant and consider language accessibility (including ASL) as appropriate

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b. [no idea how this can be done in a way that's not subjective]Each request must include a written statement of public purpose explaining the community benefit and how the event differs from or builds on Town-sponsored events.

## IV. Event Guidelines

a. Events supported by Town resources should follow these guidelines:

   i. Limit commercial activity.

   ii. Campaigning, fundraising, or distribution of campaign materials is not permitted at events receiving Town support. This restriction applies to all candidates and political campaigns.

   iii. Events may not include political endorsements, candidate promotion, or activities intended to support or oppose any candidate or ballot measure.

   iv. Any third-party sponsorships, donations, or financial contributions related to the event must be clearly disclosed in advance.

   v. All events must comply with applicable Town permitting requirements, safety rules, and park or facility regulations.

## V. Election Rules

a. Town resources may not be used for campaign-related activities.

b. Events supported by Town resources may not include or display:

   i. Campaign materials, including but not limited to signage, printed materials, apparel, etc.

   ii. Campaign logos or slogans

   iii. Political endorsements

   iv. Campaign fundraising or solicitation

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c. If an Elected Official becomes a candidate for another elected office, the same restrictions apply beginning ninety (90) days before that election, to include the primary election and general election if applicable. This includes elections at all levels of government, including but not limited to County, State, Federal, School Board, and Party Committees.

## VI. Promotion of Events

a. The Town Administrator may request approval of promotional materials from the Town Attorney or Ethics Commission prior to sharing them through Town channels, if the Administrator has any concerns.

b. Promotional material drafts should be submitted no less than 45 days prior to the requested event date, and final drafts approved by the Town Administrator. If the Administrator has any concerns, approval can be done by the Town Attorney or Ethics Commission.

c. The Town may allow promotion of Elected Official community events through official Town communication platforms, subject to the following conditions:

   i. Town staff will not create promotional materials for Elected Official events. This includes flyers, graphics, event pages, press releases, or other forms of promotional communication.

   ii. Elected Officials or event organizers must provide their own completed promotional materials if they wish the Town to share information about the event.

   iii. Promotional flyers or graphics provided by Elected Officials will be published on the Town's official social media accounts and will be redistributed through other Town communication channels.

   iv. Council Members may promote their community events in the Council Member section of the Town newsletter, consistent with the newsletter's normal submission guidelines and deadlines.

## VII. Requests and Staff Protections

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a. Elected Officials must request Town support through the Town's normal administrative process (i.e. Special Events Permit) and follow the same permitting requirements as other applicants.

b. Applications must be submitted with 90 days' advance notice (or consistent with or exceeding the deadlines required for other applicants.) Applications must be fully complete at the time of submission.

c. Town Administrator may, after providing cost estimate and discussing with requestor, decline requests for support based on anticipated capacity issues, scheduling conflicts, or noncompliance with any part of this policy. Per above, if they cannot reach consensus, the Council will decide the question.

d. Elected Officials must not make direct requests to individual staff members or departments to attend events.

e. Town staff may not be asked to volunteer or assist outside of their normal duties.

## VIII. Transparency

a. For each approved event:

i. The Town Administrator shall report on January 1, 2027 and every six months thereafter, at a public meeting, on the utilization of this policy including a brief overview of each event held.

## IX. Violations and Enforcement

a. Violations of this policy may result in:

i. Mandatory reimbursement of municipal costs

ii. Removal of noncompliant promotional materials

iii. Public written findings by the Ethics Committee

iv. Temporary suspension of access to Town resources

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v. Formal censure by the Mayor and Council

## X. Periodic Review

a. This policy shall be reviewed periodically by the Mayor and Council and the Ethics Committee to ensure it continues to protect taxpayer resources, staff neutrality, and public trust.

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**Working Draft – April 2026**

**Memorandum of Understanding**

**Town of Cheverly and the Cheverly Green Infrastructure Committee**

## 1. Purpose

The Town of Cheverly and the Cheverly Green Infrastructure Committee share a long-standing relationship supporting environmental stewardship and sustainability within the community.

The Cheverly Green Infrastructure Committee (hereafter addressed by its full name or as "the Committee") was established following a recommendation of the Cheverly Green Infrastructure Plan. The Committee has contributed volunteer expertise, research, and community engagement that helped shape the Cheverly Green Infrastructure Plan and other sustainability initiatives. The Committee now operates as an independent nonprofit organization under Section 501(c)(3) of the Internal Revenue Code.

This Memorandum of Understanding is intended to express the mutual intentions of the parties. It is not a legally binding contract and does not create any financial obligations or confer any legal rights on either party.

The purpose of this Memorandum of Understanding is to establish a framework for an enduring working relationship between the Town and the Committee and to clarify how the Committee may provide advice and information to the Mayor and Council on environmental and sustainability matters affecting the Town.

## 2. Recognition of the Cheverly Green Infrastructure Committee

The Town recognizes that the Cheverly Green Infrastructure Committee:

- is a resident-initiated and resident-led organization
- operates independently as a Maryland 501(c)(3) nonprofit organization
- contributes volunteer expertise and capacity related to environmental stewardship and sustainability

Through this MOU, the Town recognizes the Committee as an independent advisory organization on environmental and sustainability matters relevant to the Town.

## 3. Scope of Advisory Role

The Committee may provide advice, information, and recommendations to the Mayor and Council on matters related to environmental sustainability, including land use, development and redevelopment, natural resource stewardship, and related community and regional environmental concerns.

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Areas of particular relevance for advice include:

- coordination and support for maintenance of Cheverly's Sustainable Maryland certification, consistent with the Town's authorization of the Committee to act in that capacity
- implementation and periodic updating of the Cheverly Green Infrastructure Plan
- identification of environmental issues affecting the Town
- research and information gathering related to sustainability initiatives and emerging environmental concerns

The Mayor and Council retain sole authority for all Town policy decisions.

**4. Relationship to Town Decision Making**

The Committee may develop and submit recommendations to the Mayor and Council regarding environmental matters within its scope of expertise.

Such recommendations will be received by the Mayor and Council and will become part of the public record. The Mayor and Council will consider such recommendations in their deliberations. Final decisions regarding Town policy remain the responsibility of the Mayor and Council.

Following Town decisions, the Committee may continue to provide information and recommendations to the Mayor and Council on matters within its advisory role.

**5. Participation in Town Processes**

For purposes of coordination with the Town, the Committee will be afforded the same privileges and commitments applicable to Town advisory groups while remaining an independent nonprofit organization. The Town and the Committee may establish additional norms by mutual consent.

The Committee agrees to report at the monthly Town Meeting and the Mayor and Council agree to provide a dedicated slot on the agenda for such reports.

The Mayor and Council agree to appoint a liaison from among the Town Council Members to attend meetings of the Committee and facilitate communication between the Committee and the Town.

The Committee will not be required to perform services regularly performed by independent contractors or consultants without mutual agreement.

**6. Independence of the Committee**

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The Committee remains an independent nonprofit organization and retains authority over its own membership, leadership, governance, and activities.

The Committee may collaborate with other community organizations, nonprofits, and individuals in pursuit of environmental sustainability initiatives consistent with its mission. On matters involving Town interests, the Committee's role is to advise the Mayor and Council, who retain the responsibility for any submissions or representations to government bodies on behalf of or concerning the Town.

The Committee does not represent the Town of Cheverly unless expressly authorized by the Mayor and Council.

The Committee may, upon invitation by the Mayor and Council, participate in environmental legal action on behalf of shared Town interests.

The Committee agrees to identify itself in communications using the following:
Cheverly Green Infrastructure Committee
A Maryland 501(c)(3) nonprofit, serving the Cheverly Community since 2011
www.greencheverly.org

**7. Conflict Awareness and Legal Matters**

The Committee will remain aware of potential conflicts between its activities and the legal or policy interests of the Town and will notify the Town if such conflicts may arise. Similarly, should the Town identify such conflicts, it will advise the Committee.

Nothing in this MOU shall be construed to limit the rights of individual Committee members acting in their capacity as residents of the Town of Cheverly, including the right to access public records.

*[Note: Several provisions related to conflict of interest and member conduct remain under discussion. See Notes Upon Submission below.]*

**8. Maintaining the Relationship**

The Town and the Committee share the goal of maintaining an enduring and constructive working relationship.

The parties to this MOU agree that resolution of any issues and concerns will be addressed in a collaborative, respectful, transparent fashion, enabling opportunities for free exchange, explanation, and clarification. The Committee's Council liaison conveys concerns between the Committee, Mayor and Council, and Town Staff. If those concerns cannot be resolved through the liaison, then the parties agree to meet in person to discuss and seek to resolve concerns. If necessary, the parties may seek community-based mediation or conflict resolution services to resolve disputes.

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As a last resort, either party retains the right to terminate this MOU.

**9. Term and Review**

This Memorandum of Understanding will remain in effect for five (5) years from the date of signing. The Town and the Committee may review the agreement periodically and may amend it by mutual consent at any time. If neither party has initiated renegotiation within 90 days of the expiration date, this MOU will continue on a month-to-month basis until a successor agreement is executed or either party provides written notice of termination.

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Notes Upon Submission:

**Topic 1. Resignation Requirement and By-Laws Amendment (Section 7)**

An earlier draft included two provisions that were removed pending further discussion. The first required that a Committee member resign if they became party to litigation involving the Town or a matter in which the Town has a direct legal interest. The second established that conduct by the Committee or its members creating a conflict with the Town's legal interests could be considered grounds for termination of the MOU.

The question is not whether some form of these protections should exist, but where they should live and whether they are legally supportable. The workgroup's working assumption throughout this process was that such provisions would be reflected either in the MOU itself or in the Committee's By-Laws. The deeper question is at what point a conflict of interest means the constructive relationship this MOU is built on has broken down, and how that is defined in a way that is fair to both parties and legally sound.

The workgroup strongly encourages that Committee members be included in the discussion with counsel on these questions, so that all parties have the opportunity to weigh in on the nuances before any final language is adopted.

**Topic 2. Committee Recommendations to External Bodies (Sections 4 and 6)**

Section 6 establishes that submissions to external government bodies require Mayor and Council authorization. The Committee has noted that prior practice included submitting Committee and Planning Board recommendations alongside Town submissions as part of the complete public record, and recommends that the MOU reflect that norm. The workgroup has left this as a question for the Mayor and Council to consider.

**Topic 3. Committee Communications with the Public Following Town Decisions**

Section 4 establishes that the Committee may continue to advise the Mayor and Council following a Town decision. The Committee has proposed the following additional statement for consideration: Should the recommendations of the Mayor and Council and those of the Committee not agree, the Committee may continue to share its findings and recommendations with the community.

The unresolved question is how much the Committee and its members have limited their ability to discuss disagreements with Town decisions by entering into this MOU. By signing, the Committee is affirming that it functions as an advisory body. All parties agree that a Town decision does not silence the Committee or prevent it from continuing to discuss matters within its mission. The harder question is where the line falls between that and conduct inconsistent with an advisory role and the constructive relationship this MOU is intended to establish. The workgroup did not find language that clearly allows one and prohibits the other, and recommends that the Mayor, Council, and counsel consider it carefully, with input from the Committee.

DRAFT