

CITY OF TAKOMA PARK, MARYLAND (FINAL 12/10/92)

Regular Meeting of the City Council  
and Public Hearing Re: Glengary Closure  
Monday, November 9, 1992

CITY OFFICIALS PRESENT:

Mayor Sharp	City Administrator Habada
Councilmember Elrich	Dep. City Admin. Grimmer
Councilmember Hamilton	Ass't City Admin. Hobbs
Councilmember Johnson	City Clerk Jewell
Councilmember Leary	Corporation Counsel Silber
Councilmember Porter	Deputy Public Works Dir. Laster
ABSENT: Councilmember Prensky	Community Planner Schwartz

The Council convened at 8:01 p.m. on Monday, November 9, 1992 in the Council Chamber at 7500 Maple Avenue. Following the Pledge of Allegiance, the following comments were made.

COUNCIL COMMENTS

Ms. Porter announced that on November 17th at 7:30 p.m., there would be a follow-up meeting regarding Forest Park issues; the meeting would be held at the Heffner Park Building.

Mr. Sharp commented on the Heart-Smart Festival sponsored by the Washington Adventist Hospital and said that there were a number of people and celebrities who had contributed low fat recipes.

ADOPTION OF MINUTES FROM 10/14/91 AND 10/26/92

Mr. Sharp noted one typographical error on page 6 of the Minutes dated 10/14/91 and a few errors on pages 3 and 4. Moved by Mr. Sharp and duly seconded, the Minutes were adopted without objection.

ADDITIONAL AGENDA ITEM

Mr. Sharp noted two additions to the Agenda: a Resolution marking the 22nd Annual Sligo Adventist Church Festival of Praise which would be added as a Consent Agenda item, and a Resolution of Condolence to the family of Library volunteer Lois Gill who passed away on October 25th.

AGENDA

1. Additional Agenda Item - Resolution of Condolence to the Family of Lois Gill, Volunteer with Takoma Park City Library. Mr. Sharp read the Resolution and moved its passage; the Resolution was adopted without objection.

Council Action: The Resolution was unanimously passed (Absent: Mr. Elrich, Mr. Hamilton, Mr. Prensky).

RESOLUTION #1992-85  
(Attached)

2. Resolution of Appreciation to Melda Henry. The Resolution was moved and read by Ms. Porter and duly seconded. The Resolution expressed appreciation to City resident Melda Henry for her 50 years of contributions to the Takoma Park service, educational and political community. Mrs. Henry is relocating to Florida to be closer to family.

CITIZEN COMMENTS

Melda Henry thanked the Council and said she had gotten so much more from Takoma Park than what she had actually given to the City. She fondly commented on some of the facets that gave her special joy: the Fourth of July Parade which her family had been attending and marching in since the 1940s, and the many azalea plants in her garden which had come from the City's annual garden sale. Mrs. Henry said she enjoyed living in Takoma Park and said that Florida probably did not have enough years of her life for her to become as enthusiastic about it as she was about Takoma Park.

John d'Eustachio said that Mrs. Henry was one of the great people and the magnitude of her service to the youth and the community went far beyond what those present could imagine. He noted that her name would also come up when other great names were mentioned. Mr. d'Eustachio said that Mrs. Henry was the quiet force that uplifted everyone, giving direction and carrying others on. He thanked Mrs. Henry for her many contributions and said he hoped that most people would be able to look back on their own lives with one-tenth of the accomplishments Mrs. Henry had in touching other people.

Doug Harbit, Treasurer of South Of Sligo Citizens Association (SOSCA), read a letter prepared by SOSCA noting the many contributions Mrs. Henry made to the Association which she founded and kept going. He said SOSCA regretted that she was leaving Takoma Park and she would be missed. He said that Mrs. Henry taught them that everyone had a responsibility for the entire community.

Dennis Fruitt commented that on November 18th, there was a ceremony for Mrs. Henry at Grace United Methodist Church and it was a tremendous outpouring of love for Mrs. Henry. Mr. Fruitt thanked her for all she had done in the past and for serving as a role model for those remaining in Takoma Park.

#### COUNCILMEMBER COMMENTS

Ms. Porter added that although many people who grew up in the 1960s thought they invented social activism and community involvement, Mrs. Henry was living proof that this was not the case. Mrs. Henry had been involved in the community for 50 years and had been active in social causes at the neighborhood level. Ms. Porter said that Mrs. Henry was a good example of the best of Takoma Park and had served as a role model to her. Ms. Porter said she hoped to be able to look back in her later years and say that she had accomplished anywhere near what Mrs. Henry had.

Mr. Sharp said he had always felt comfortable seeing Mrs. Henry at the SOSCA meetings; knowing there was at least one friend in the crowd. He said he was sorry she was leaving the Takoma Park community and commented that although there was no retirement community in Takoma Park, maybe the City needed to figure out some way to make it one. Mr. Sharp said Takoma Park would be less rich for her absence.

Mr. Leary said that when he first became involved in Takoma Park politics more than ten years ago, Mrs. Melda Henry was a marvelous example and reminder to everyone that there were positive reasons for being involved and she always steered everyone back to the main appropriate purpose of what they were involved in, keeping some of the intense bitterness from spilling over more than it should have.

Mr. Johnson said there was an old Gaelic expression that he passed on to Mrs. Henry: "may the sun always be in your face and the wind at your back". He wished Mrs. Henry Godspeed.

Council Action: The Resolution passed unanimously (Absent: Mr. Elrich, Mr. Hamilton, Mr. Prensky)

#### RESOLUTION #1992-86 (Attached)

#### 3. Public Hearing Regarding Closure of Glengary Place.

Mr. Sharp called the public hearing to order at 8:25 p.m. He noted that the Prince George's County Planning Board was meeting on November 12th and the Council would have to take a position on the matter this evening.

CITIZENS COMMENTS

Barbara Hoyman, 7240 Glengary Place said that she had submitted numerous written correspondence regarding parking and other concerns. She said that Glengary Place was a very steep hill and the winter weather posed problems for persons traveling on it. She said in order to comply with County standards, the embankment which was part of the Thomas' property would have to be shaved off in order to improve the road. She suggested that some type of wall barrier would have to be constructed.

Marcia Mullings, 1019 Heather Avenue said she was concerned with the number of trees that would be cut down which served as a sun barrier and beautification for that portion of Glengary. Ms. Mullings said that she did not understand why Glengary could not be fixed and have the traffic coming through that road. She said she was also concerned about the heavy duty equipment that would be coming in and the building noise level when construction started. She said that Heather was a small street with cars parked on both sides and there were a number of young children who played on that street.

Joseph Klockner, 1008 Heather Avenue expressed his support for the City Council to approve the subdivision with the conditions listed in the Resolution. He commented that safety for the children on Heather Avenue and parking on both sides of the street were serious issues and additional traffic on Heather would create a more dangerous situation.

Mike Phillips, 1014 Heather Avenue said that his daughter Geneva as one of the many kids on Heather Avenue which was a very dangerous street with many more cars than the residents would like to have. He said if it were his choice, he would not allow any development in the forest area around Heather Avenue. Mr. Phillips commented that he would not oppose the proposed development although he would like it to be managed. He said the residents wanted to minimize the traffic on the street and he hoped the City could accommodate the developer by allowing the use of Glengary.

Duraiswamy David, 1011 Heather Avenue said he supported the closure of Heather Avenue, which if opened, would create a lot of traffic on the street and present safety problems to the children.

Frank Thomas, 1009 Sligo Creek Parkway said he lived at the corner of Glengary and Sligo Creek Parkway; the hill that came down Glengary was dangerous in its current state and if it was widened, there would be some problems. He said the reason he moved to the area was for safety of his children and although they were grown now, he had grandchildren he was concerned about.

Stan Brown, Attorney for Applicant and Property Owner explained that he was present for both matters; the proposed closing or abandonment of Glengary Place and the other matter: Council's recommendation for approval or denial of the subdivision plan. He said the closing of Glengary was not necessary if the City recommended denial of the subdivision plan. He said both City staff and Park & Planning staff released a report. Citing the City report, he noted that Ms. Schwartz had cited several provisions which recommended approval with conditions. Mr. Brown stated that the applicant did not object to this recommendation of approval; however Park & Planning staff did have some problems with the conditions.

Mr. Sharp said that Park & Planning staff conclusions were not relevant to the discussion although their arguments were relevant.

Mr. Brown said City staff recommended that Glengary Place be improved to full City and County standards from Sligo Creek Parkway to Heather Avenue. He said the technical staff report explicitly came to a different conclusion--essentially that Takoma Park had several options: one, as indicated earlier by City staff, that

there exist a 50 foot right of way for Glengary. He said the Commission was very satisfied and actually encouraged that the 50 foot right-of-way remain. Mr. Brown said the report did not encourage or suggest that it be improved because there were only three additional lots or families that would be served by Glengary; currently there was only one resident served by that particular site. He said, since there would not be a tremendous amount of traffic on Glengary, there was no need determined by Park and Planning that it be improved to full Takoma Park's standards. Mr. Brown said the owner was concerned (1) about incurring the costs to improve Glengary to the City's standards when there were only three additional residents using Glengary; (2) that the individuals who lived on Glengary now were not requesting improvement to the City's standards; and (3) that there would not be a tremendous amount of traffic.

Dan Dillon, Applicant and Owner of the property said that he understood the concerns expressed by the citizens, concerns regarding access. They would prefer access to the future homes not be by way of Heather Avenue, however, he felt the addition of five cars would not adversely impair or pose a danger to the street. He said each house would have off street parking. He said that the main reason for coming to this conclusion was that Glengary was a 20.8% steep slope from the alley down. He said the County preferred to keep the steepness below 10% slope and improving the road, it would not eliminate the slope. He noted the area behind the property was zoned for commercial use; the property was very steeply sloped and efforts would be made to keep as many trees as possible to serve as a buffer to the commercial area. Mr. Dillon said because of this, the focus would be for parents to have their children play out front to keep them away from the commercial zoning and steep slope.

Mr. Dillon also said the future homeowners would have concerns about how to have access to their property, and that he believed the better way to provide access and address the issue of safety to children would be to use Heather. He said in the worse case scenario, access would have to be provided via Glengary up Sligo Creek. He said unless he undertook major grading changes on that road, the steepness would still exist. Mr. Dillon said his family owned and had the potential for three lots worth about \$50,000 per lot; in order for him to improve Glengary from Sligo Creek all the way up, it would cost approximately \$65,000 which included engineering and stormwater management problems they may encounter. He said it was unreasonable to require him to improve this road when there was alternative access on Heather Avenue which he did not feel would negatively impact Heather residents.

Mr. Brown said they were willing to go along with the position of the Heather residents to close Glengary at the Heather access point if Council were willing to refrain from requiring them to upgrade Glengary Place because the current residents which included the applicant as well, were requesting that the street remain in the present state; there wouldn't be the perceived traffic problems or safety problems. He said they were also willing to put down a driveway in front of each of the three lots connecting to Glengary.

Mr. Brown noted that there several agencies the City requested comments from: Washington Gas objected to the closure or abandoning of Glengary Place unless the applicant agreed in writing to grant 10-foot easements to their facilities. Mr. Brown noted that they were willing to do this if they weren't required to upgrade the street.

#### ADDITIONAL CITIZEN COMMENTS ON THE CLOSURE OF GLENGARY

Joan Warren, 1002 Heather Avenue reiterated the Heather Avenue citizens' position and noted that the Council had received petitions signed by 100 percent of the residents on Heather and individuals residing on the adjacent block of Elm, expressing concern about the public safety issues posed by extension of

Heather to access the subdivision. She said she understood that five or six cars may seem insignificant, however the block was heavily populated by small children and it was a narrow street with two way traffic. She reminded the Council of the citizen's petition for speed humps because of the concerns for the safety of the children. She said the hill was steep whether one traveled up Heather or Glengary and it was a problem everyone faced during inclement weather. She also said the Department of Public Works and other emergency vehicles used Glengary on a regular basis. Ms. Warren commented that Public Works had come up with a figure for improving the street at \$21,000, not \$65,000 as the owner indicated; she said everyone on the block was of the opinion that while he had a right to develop his property, he did not have the right to make a profit at the increased risk of the residents and affecting the safety of their children. In response to a question from Mr. Leary, Ms. Warren said if the City and Park & Planning agreed to close Glengary at Heather, she would not feel strongly about requiring improvement of Glengary if the residents of Glengary and Mr. Thomas were in agreement. She would consider this a reasonable compromise.

Katy Graham, 1001 Heather Avenue said she agreed with every point Ms. Warren raised and she supported her comments. She said she did not have any feelings on requiring the applicant to improve the street, but there were a lot of children on the street and there was a lot of traffic and she did not want to see any more.

Mr. Brown said the economic issue was not a factor and it was not relevant whether the applicant made any money and that this should not be the basis for the Council's decision.

Mr. Sharp brought the public hearing to a close at 9:20 p.m.

4. Resolution Re: Closure of Glengary Place. Moved by Ms. Porter; seconded by Mr. Elrich. Mr. Leary asked for Ms. Schwartz's comments on the closure of Glengary without the requirement of improving Glengary.

Ms. Schwartz said that she was concerned that due to the steepness and narrowness of the road, some improvement to the street should be considered.

Deputy Director of Public Works Tyrone Laster said that based on his experiences, the \$65,000 estimate was a bit excessive but the Department did recommend the subdivision area be improved in order to accommodate the citizens in that area. He said it was up to the Department Director's discretion as to what standards would be used in improving the street--what he felt would accommodate the stormwater procedures for that area, and what would address the health and safety of the citizens there. Mr. Laster said he had estimates of streets on Geneva Avenue which had a similar grade and these were estimated in the range of \$20,000-\$30,000.

Mr. Sharp asked the applicant to speak to the estimate of \$35,000 to improve that section of the road.

Regarding his estimate of \$65,000, Mr. Dillon said that Mr. Knauf took a figure of 300 feet of road, curbs and gutters and used the basic standards. He said because of the grade of the road now, a pavement contractor informed them they would have to do some changes over and above just widening the road. He said there would be additional stormwater management because of the stormwater running down the hill. Mr. Dillon said he had a price quote as well as a list of exclusions which he would share with Mr. Laster. Mr. Dillon clarified that the \$65,000 was for improving the entire road; and the \$35,000 estimate was for improving the part of the road that extended from his lots' frontage down to Sligo Creek Parkway.

Mr. Elrich commented that it would make sense to go ahead with the

closure and although he didn't have any objection to discussing alternative solutions, the City had the right to require improvement of a full road and the Council should not negotiate how much the applicant would have to do.

Ms. Porter addressed the issue of where the street closure should be. She said it made more sense to close the road at the end of Glengary, based on the fact that the lots fronted Glengary and it was logical that access be from Glengary. She said that the safety issues and all of the factors led her to conclude that access would be better from Glengary. She said that she sympathized with Ms. Hoyman who would be the single person most affected by the development. However, the impact on Ms. Hoyman's property was not something the City could do a lot about--she was not sure that changing the access would solve Ms. Hoyman's problems.

Ms. Leary suggested some modifications to the language involving City standards for improvements: on page 3 of the Resolution in the Section #2, "Improvement of Glengary place to [City] standards [by the owner] established by the City at the time of development and improvement of the sight distance..." Mr. Leary also moved an amendment to the fourth Resolved clause to read, "...shall be to [City] standards established by the City at the time of the proposed development based upon discussion with the owner."

The amendments were seconded by Mr. Johnson and carried unanimously (Absent: Mr. Hamilton, Mr. Prensky).

Ms. Porter proposed an amendment to make the resolution effective regardless of the subdivision and she moved to delete the second line of the Resolution title [Contingent Upon Subdivision Development]; the motion was seconded by Mr. Leary.

Ms. Porter said it was important to close Glengary regardless of what happens with the subdivision because this issue needed to be resolved. She said she did not foresee anything that would change the decision the Council made or the reasons they made the decision.

Mr. Brown asked that the record be made clear that Ms. Barbara Hoyman objected to the closing of Glengary Place. He said his client also objected because County law required that adjoining property owners initiate and consent to the closure. Mr. Brown said the Council was ignoring the fact that his client had the opportunity if the subdivision was approved to build three lots and if for some reason in the future, the current owner or a successive property owner decided to build only one house on the property, they may want access from Heather Avenue and one additional house on that property would not hurt anyone. He said the Council was determining that regardless of the subdivision, the road should be closed for the total benefit of the residents on Heather and this was adverse to the residents on Glengary Place.

Corporation Counsel Silber commented on Mr. Brown's belief that Prince George's County law pre-empted the City. Ms. Silber said it was a common experience that administrators in County offices and in Park & Planning did a good job interpreting their own laws but did not understand the City's laws or how their laws interplayed with the City's. Ms. Silber said it was her own sense that under State law, the control of streets was a power of municipalities; she did not believe that the closure law of the County pre-empted the City at all and the City continued to have full authority in this area.

Marcia Mullings said she agreed that the City should close the street now because in the future there would be traffic cutting through Elm and Heather as a short cut to get back to New Hampshire Avenue.

Joan Warren said that the process was first initiated because no one knew that Glengary and Heather were not designated as dead-end streets. She said it has now come to the community's attention and they all want Glengary closed, whether there was going to be a subdivision or not.

Sue Silber suggested a friendly amendment to the amendment in the second Resolved clause: "...the closure should occur where the present barrier is..." Ms. Porter and the seconder agreed to this suggestion.

The amendment carried unanimously.

Council Action: The Resolution, as amended, passed unanimously. (Absent: Mr. Hamilton, Mr. Prensky).

RESOLUTION #1992-87  
(Attached)

5. Resolution #2b Re: Glengary Place Preliminary Subdivision Plan #4-92067.

Ms. Schwartz said under the first resolved clause, condition #1, this did not apply; the County did have authority in that area. and she suggested that it be deleted.

Ms. Porter moved a modification of the language in Condition #2, "...be required to construct [a barrier for the purpose of street closure, which shall be] a grassy or planted area for the purpose of street closure, that meets..." .

Mr. Sharp suggested that Condition #3 be amended: Mr. Leary proposed new language to read, "...Glengary Place to [City] standards determined by the City at the time of development. [from Sligo Creek Parkway to the location of the street closure on Heather Avenue to provide access to the proposed new lots.]".

The amendment was moved by Ms. Porter; seconded by Mr. Elrich.

CITIZEN COMMENTS

Mr. Dillon commented on Condition #2 and said there had to be a cut-off point to the cost burden the City was putting on him; it seemed he had to construct a new barrier.

Ms. Porter said that the idea was for some kind of obstacle that people could not drive over.

Mr. Brown noted that the language in Condition #5, requiring the applicant to submit a detailed site plan was not relevant. He requested that the language be deleted.

Following discussion between the Council and the applicant Ms. Porter proposed that the following amendment be made to Condition #5: "...required to submit [either a detailed site plan for the property, or] locations...". The motion was seconded and the amendment carried.

Council Action: The Resolution as amended passed unanimously. (Absent: Mr. Hamilton, Mr. Prensky).

RESOLUTION #1992-88  
(Attached)

6. 2nd Reading Ordinance Amending FY'93 Budget. Moved by Mr. Sharp; seconded by Mr. Johnson. Ms. Grimmer noted the additional language being proposed on page 2 of the Ordinance. The amendment was moved by Mr. Sharp; seconded by Mr. Johnson and carried unanimously.

Council Action: The Ordinance, as amended, was adopted on second reading. (Absent: Mr. Hamilton and Mr. Prensky).

ORDINANCE #1992-41  
(Attached)

7. 2nd Reading Ordinance Re: Purchase of Recycled Products.

Mr. Sharp noted that the Ordinance amends City Code Chapter 9A to establish a policy for the City's purchase of recycled products.

Ms. Porter said it was her recollection that annual reports would not be required of Staff but that some reporting would take place as part of the budget process. She moved an amendment to delete Section 9A-19.2 of the Ordinance, that required City staff to report annually on the status of purchasing recycled products and said that it was Council's expectation that this type of reporting information would be provided by City departments as part of the budget process. The amendment carried.

Council Action: The Ordinance, as amended, was adopted on second reading. (Absent: Mr. Hamilton and Mr. Prensky).

ORDINANCE #1992-39  
(Attached)

8. CONSENT AGENDA

Mr. Johnson noted some technical corrections to the Resolution appointment members to the Martin Luther King, Jr. Commemoration Committee. The Consent Agenda was moved by Ms. Porter; seconded by Mr. Elrich and adopted unanimously. (Absent: Mr. Hamilton; Mr. Prensky).

(a) Resolution #1992-89, marking the Sligo Adventist Church's 22nd Annual Festival of Praise Celebration.

(b) Resolution #1992-90, Requesting Funds from Montgomery County for Cable Equipment and Maintenance.

(c) Resolution #1992-91, Endorsing Municipal Tax Differential Task Force Report.

(d) Resolution #1992-92, Appointing Enrica Morgan as a Representative to COLTA.

(e) Resolution #1992-93, Appointing Members to the Martin Luther King, Jr. Commemoration Committee.

RESOLUTIONS #1992-89 through #1992-93  
(Attached)

The Council adjourned at 10:35 p.m. into Worksession immediately following and then into Executive Session.



*Introduced By: Mayor Sharp*

**RESOLUTION OF CONDOLENCE**

**#1992-85**

***EXPRESSING CONDOLENCES TO THE FAMILY OF LOIS S. GILL***

**WHEREAS,** *On Sunday, October 25, 1992, Lois S. Gill departed this life in her sixty-eighth year following a lengthy illness; AND*

**WHEREAS,** *in 1988, Lois began her employment as a Volunteer in the Takoma Park City Library; AND*

**WHEREAS,** *Lois performed her work as a volunteer with great skill and dedication, approaching every project with energy and enthusiasm; AND*

**WHEREAS,** *Lois was very active in her community as a volunteer; in addition to her work at the Library, she was a volunteer with the Meals on Wheels Program and participated in many activities through her church, the Cheverly United Methodist Church; AND*

**WHEREAS,** *Lois S. Gill will be missed by all who knew her.*

**NOW THEREFORE, BE IT RESOLVED THAT** *the City Council of Takoma Park, Maryland, on behalf of the City employees, as well as the citizens of the community, hereby extend to the family of Lois S. Gill this expression of heartfelt sympathy in the great loss that they have suffered and which we all share; AND*

**BE IT FURTHER RESOLVED THAT** *this Resolution be spread upon the permanent records of the City and that an appropriate copy be prepared for the family of Lois S. Gill.*

*Dated this 9th day of November, 1992.*

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*Edward F. Sharp, Mayor*

**ATTEST:**

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*Paula S. Jewell, CMC/City Clerk*

Introduced By: Councilmember Porter

ADOPTED: NOVEMBER 9, 1992

Resolution No. 1992-87

A Resolution To Open/Close Glengary Place

- WHEREAS, Daniel M. Dillon, agent for Jerome S. Murray, the owner and trustee of Parcel A, Block 7, Wildwood Subdivision, Section Two (located in the 7200 block of Glengary Place in Takoma Park) has applied to the Prince George's County Maryland-National Capital Park and Planning Commission for a 3-lot preliminary subdivision of this property (Preliminary Plan #4-92067); AND
- WHEREAS, development of this property will require improvement of Glengary Place in order to provide access to the property; AND
- WHEREAS, the City Council has determined that the method of access to the property (whether from Heather Avenue or from Sligo Creek Parkway) should be decided by the City before the Prince George's County Planning Board takes action on the preliminary subdivision application; AND
- WHEREAS, Mr. Dillon has expressed interest in improving Glengary Place, and in closing and/or abandoning that portion of the 7200 block of Glengary Place that is adjacent and abutting the west side of Block 32, Parcel A, Wildwood Subdivision Section Two, and also adjacent and abutting the east side of Block 4, Lots 4 and 5, Wildwood Subdivision, Section Two; AND
- WHEREAS, the City has therefore initiated a procedure to consider options for closing and/or abandoning the 7200 block of Glengary Place; AND
- WHEREAS, the City has scheduled a public hearing on this matter for Monday, November 9, 1992, and has provided notification in accordance with Chapter 13, Article 6, Sections 11-51 through 11-56; AND
- WHEREAS, the City has held the scheduled public hearing on this matter, and has taken public comment; AND
- WHEREAS, the Council finds that the requirements of Section 11-55 of the City Code, which states the conditions under which the Mayor and Council may close a right-of-way, have been satisfied:
- a. The City has requested comments as required under Section 11-54, which includes the following entities:

1. Prince George's County
2. The Maryland-National Capital Park and Planning Commission
3. The Washington Suburban Sanitary Commission
4. The Chesapeake and Potomac Telephone Company
5. The Potomac Electric Power Company
6. The Maryland Natural Gas Company
7. The Washington Metropolitan Area Transit Authority

All entities from which comments have been requested have provided comments, and none of these entities object to the closing of Glengary Place, provided that they may continue to have access to any facilities they may own in the right-of-way. Pursuant to these comments, the City will therefore close but not abandon Glengary Place.

- b. The opening of the right-of-way is not necessary for current or anticipated public use in the foreseeable future.

The official closure of Glengary Place will continue existing conditions. The City does not anticipate the need to re-open Glengary Place in the foreseeable future after it is closed.

- c. The closing is necessary for the health, safety, and welfare of the residents of Takoma Park.

The closing of Glengary Place will continue an existing condition, and will prevent increased volumes of cut-through traffic in the neighborhood.

- d. The right-of-way does not provide the only means of access to the property.

All properties in the area, including the proposed subdivision, will have access via either Heather Avenue or Glengary Place.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT, the City Council, subject to all conditions stated below, hereby CLOSES Glengary Place near its intersection with Heather Avenue, as opposed to a location further north on Glengary Place, and opens for improvement the remainder of Glengary Place to provide access to the proposed new subdivided lots, for the following reasons:

1. The proposed new subdivided lots will have an address on Glengary Place. Therefore, it is more logical for the subdivided lots to have access from Glengary Place for the convenience of the

residents, and the services they receive, including emergency services.

2. Improvement of Glengary Place to standards established by the City at the time of proposed development and improvement of the sight distance at Glengary Place and Sligo Creek Parkway by cutting back vegetation at this intersection will resolve any potential safety concerns regarding providing access to the proposed new lots via Glengary Place.
3. Closure, but not abandonment, of Glengary Place at Heather Avenue will continue existing conditions, and thus the results can be more clearly anticipated than if the street were to be closed at a location further north on Glengary Place.
4. Closure of Glengary Place at Heather Avenue will allow room for on-street parking for the property at 7240 Glengary Place.
5. Closure of Glengary Place at Heather Avenue will provide a safer place for cars to turn around than a location further north on Glengary Place, because the grade is not as steep at this point.

BE IT FURTHER RESOLVED THAT the closure of Glengary Place shall be at the present barrier separating Glengary Place from Heather Avenue.

BE IT FURTHER RESOLVED THAT the method of street closure shall be a grassy or planted area that meets the approval of the Takoma Park Fire Department and Police Department.

BE IT FURTHER RESOLVED THAT any improvement of Glengary Place that is required for the development of the proposed subdivision shall be to standards established by the City at the time of the proposed development based upon discussion with the owner.

BE IT FURTHER RESOLVED THAT the City Administrator is hereby directed to send a copy of this Resolution to the appropriate authorities.

ADOPTED THIS 9TH DAY OF NOVEMBER, 1992.

Introduced By: Councilmember Porter

ADOPTED: NOVEMBER 9, 1992

Resolution No. 1992-88

A Resolution to Approve, with Conditions, a Preliminary  
Subdivision Plan for the 7200 Block of Glengary Place

WHEREAS, Mr. Daniel M. Dillon has applied to the Prince George's County Maryland-National Capital Park and Planning Commission for a preliminary subdivision for Block 7, Proposed Lots 8-10, Wildwood Subdivision, in the 7200 block of Glengary Place in Takoma Park (Preliminary Plan #4-92067); AND

WHEREAS, this property is located in the City of Takoma Park and the application has therefore been referred to the City for review and comment; AND

WHEREAS, the application has been reviewed by City staff, which has recommended APPROVAL, WITH CONDITIONS, of the application on the basis of analysis contained in the pertinent staff report dated October 30, 1992; AND

WHEREAS, the City Council finds that the proposed use is consistent with the City of Takoma Park Master Plan; AND

WHEREAS, the City of Takoma Park has the authority to issue construction permits for City-maintained roads, permits for stormwater management, and permits for tree removal under the Urban Forest Ordinance; AND

WHEREAS, the City has closed Glengary Place near its intersection with Heather Avenue, at the current guardrail at the end of Heather Avenue; AND

WHEREAS, the City Council has taken into consideration public comments received on the subject application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT, the City Council hereby SUPPORTS the subject preliminary subdivision application, and recommends that the Prince George's County Planning Board APPROVE the subject application, with the following CONDITIONS:

1. That the applicant be required to construct a grassy or planted area for the purpose of street closure that meets the approval of the Takoma Park Fire Department and Police Department.

2. That access to the subdivided lots be provided via Glengary Place, and that the applicant assume all costs for improving Glengary Place to standards determined by the City at the time of proposed development.
3. That the applicant be required to complete a survey of mature trees as defined by Chapter 12, Article 4 of the Takoma Park City Code (Urban Forest) within the proposed limits of disturbance on the subject property prior to final subdivision approval.
4. That prior to final subdivision approval, the applicant be required to submit locations of proposed building footprints, driveways, and graded areas, for review and approval by the City of Takoma Park and approval by the Planning Board.
5. That the applicant obtain final stormwater management concept plan approval from the City of Takoma Park prior to final subdivision approval.

BE IT FURTHER RESOLVED THAT the City Administrator is hereby directed to send a copy of this Resolution to the appropriate Prince George's County authorities.

ADOPTED THIS 9TH DAY OF NOVEMBER, 1992.

First Reading: 10/26/92  
Second Reading: 11/9/92

Upon motion by Councilmember Hamilton, duly seconded by Councilmember Porter, the following Ordinance was introduced.

**ORDINANCE #1992-41  
FY 93 BUDGET AMENDMENT NO. 1**

**AN ORDINANCE TO AMEND THE FISCAL YEAR 1993 BUDGET**

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND

SECTION 1. that the Fiscal Year 1993 Budget be amended as follows:

**SPECIAL REVENUE BUDGET**

**Revenue Amendments**

- a. Delete the appropriation of \$22,000 Community Development Block Grant funds for the Mutual Housing Association project. (Account 0010.3705)
- b. Appropriate an additional \$10,000 for the Maple Sherman CDBG project (Account 0010.3704)
- c. Create a revenue account for the 801 Colby Avenue project in the amount of \$5,290 (Account 0010.3711)

**Expenditure Amendments**

- a. Delete the appropriation of \$22,000 Community Development funds for the Mutual Housing Association (Account 0010.7241)
- b. Appropriate an additional \$10,000 for the Maple Sherman CDBG project (Account 0010.6905)
- c. Create an expenditure account for 801 Colby Avenue project in the amount of \$5,290 (Account 0010.6821)

**General Fund**

- a. Transfer \$10,000 from Account 3100.8000 to Account 9100.8001 for streetlight installation and modifications.

SECTION 2. THAT this Ordinance shall become effective upon adoption.

Upon motion by Mayor Sharp, duly seconded by Councilmember Johnson, the ordinance was adopted by roll call vote as follows:

AYE: SHARP, ELRICH, JOHNSON, LEARY, PORTER

NAY: NONE

ABSTAIN: NONE

ABSENT: HAMILTON, PRENSKY

d#O/R3

O-93BA1

Underlining indicates amendments added at first reading, **shading** is proposed amendments for second reading.

[Brackets] indicates matter being deleted at first reading.



Introduced by: Mayor Sharp

1st Reading: 10/12/92

2nd Reading: 11/9/92

ORDINANCE NO. 1992-39

Purchase of Recycled Products

WHEREAS, it is the policy of the City of Takoma Park to conserve and protect natural resources for current and future residents; and

WHEREAS, the manufacture of products from recycled materials benefits the environment by conserving energy and valuable resources; and

WHEREAS, recycling does not occur and become effective until there is a market and end use for the remanufactured recycled product; and

WHEREAS, the City of Takoma Park can help create and sustain a cost competitive market for recycled products by purchasing products made from recycled materials.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND

SECTION 1. Chapter 9A (Purchasing) Article 1 (General Provisions), Section 9A-4 is amended as follows:

\* \* \* \* \*

Section 9A-4: Definitions

\* \* \* \* \*

(m) Percentage price preference means the percent by which a bid from a responsible bidder, or price available from a vendor whose product contains recycled materials (or a greater use of recycled material) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled material (or a lesser use of recycled material).

(n) Post-consumer waste means an item that has served its intended use, such as old newspapers or magazines, and has been separated and diverted from the waste stream for the purposes of collection and recycling. It does not include waste generated during production of an end product, such as printer's waste.

(o) [(m)] Procurement means \* \* \* \*

(p) [(n)] Professional services means \* \* \* \*

(q) [(o)] Proposal means \* \* \* \*

(r) Recycled material means material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, but does not include those materials and by products generated from and commonly reused during production of an end product.

(s) Recycled paper means paper or a paper product that contains recycled materials with a total gross content of post-consumer waste of at least 80 percent, or if such a paper product is unavailable or otherwise impracticable to procure, the paper or paper product has been de-inked or contains a level of post-consumer waste that exceeds the then current minimum content standards of the U.S. Environmental Protection Agency for paper and paper products containing recovered materials (40 C.F.R. 250), or if a paper or paper product meeting the requirements of set out herein is unavailable or otherwise impracticable to procure, the paper or paper product conforms to the then current minimum content standards adopted by the U.S. Environmental Protection Agency for paper and paper products containing recovered materials (40 C.F.R. 250).

(t) [(p)] Request for proposals means \* \* \* \*

(u) [(u)] Responsible bidder or offerer means \* \* \* \*

(v) [(v)] Responsive bidder means \* \* \* \*

(w) [(s)] Specifications means \* \* \* \*

SECTION 2. Chapter 9A (Purchasing) Article 2. (Source Selection And Contract Formation), Division 3. (Other Procurement Methods) is amended by the addition of the following sections:

\* \* \* \* \*

**Section 9A-19.1: Purchase of Recycled Products**

(a) General Preference. The City shall purchase recycled products whenever sufficient quantities are readily available and meet the City's specifications. The City shall purchase recycled products that contain the highest percentage of recovered material, and are produced to the greatest extent with post-consumer materials.

(b) 15% Price preference. To the extent practicable the City shall purchase recycled products, and may provide for a price preference not to exceed 15%.

(c) Purchase of Certain Specified Products and Services. Notwithstanding any other provision of this Chapter, all procurement actions shall comply with the following provisions:

(i) All City stationery and envelopes with the City return address shall be made of recycled paper;

(ii) The City newsletter shall be produced on recycled content newsprint;

(iii) When the City is using an outside printer, the City must obtain both a price quote for recycled and non-recycled paper, and shall require that the job be done using recycled paper if there is a price differential of 15% or less; and

(iv) All copiers and laser printers purchased by the City after the effective date of this legislation shall be able to use recycled paper, and all copiers shall be able to perform two-sided copying as an automatic function.

(d) Product Specifications. All departments of the City shall review and revise product specifications so as to conform to the following guidelines:

(i) Specifications shall not require the use of products made from virgin materials.

(ii) Specifications shall not exclude the use of recycled products.

(iii) A minimum percentage of recovered material content shall be incorporated into each specification when it is known that there are sufficient and readily available supplies of a particular recycled product.

(e) Practicability of Procurement. In an assessment of the practicability of procurement of goods containing recycled materials the City shall consider, among other relevant factors: product availability, product suitability for intended use, including whether the product meets established performance standards and will not negatively impact the health and safety of employees and residents, and cost.

(f) Certification of Recycled Content. The City shall require the seller to certify in writing that any recycled product sold to the City by competitive bid contract or cooperative purchase contains the minimum percentage of recovered materials set forth in the City's product specification and shall also specify the percentage of post-consumer materials contained in the product.

(g) Labeling of Recycled Products. To the extent practical, all products purchased by the City made from recycled materials shall be labeled as such. City stationery, envelopes with the City return address and the City newsletter shall be labelled as being printed on recycled paper.

SECTION 3. The effective date for this ordinance shall be April 1, 1993.

Adopted this ninth day of November, 1992, by Roll Call vote as follows:

AYES: Sharp, Elrich, Johnson, Porter

NAYS:

ABSTAIN: Hamilton, Prensky, Leary (absent for the vote)

ABSENT:

Note:

In this ordinance:

1. \* \* \* \* denotes matter in the Code that is not reproduced in the ordinance.
2. Underlined denotes matter being added to the current Code language.
3. [Brackets] denotes matter being deleted from the current Code language.

Introduced by: Councilmember Portor

RESOLUTION #1992-89

**A RESOLUTION IN HONOR OF THE TWENTY-SECOND ANNUAL FESTIVAL OF PRAISE UNDER THE SPONSORSHIP OF THE SLIGO SEVENTH-DAY ADVENTIST CHURCH OF TAKOMA PARK, MARYLAND**

**WHEREAS,** *Thanksgiving Day was first declared a national holiday by President Abraham Lincoln in 1863 as a day of thanksgiving and praise: AND*

**WHEREAS,** *the Thanksgiving season in November has continued to be a time set aside for community and family sharing traditions, of giving thanks for the basic necessities of life - food, shelter, and work; AND*

**WHEREAS,** *on Saturday, November 21st, 1992, the Sligo Seventh-Day Adventist Church will continue its annual Thanksgiving tradition marking the 22nd Annual Festival of Praise Celebration; AND*

**WHEREAS,** *this Celebration includes a procession of food and clothing by the church members as an offering to be distributed to needy families; AND*

**WHEREAS,** *those who receive the donations of food and clothing include the working poor, elderly citizens living on fixed incomes, new immigrants to this country, and the homeless; AND*

**NOW THEREFORE BE IT RESOLVED, THAT** *the City Council of Takoma Park, Maryland hereby note their appreciation to this Church and its members for their efforts to share with families and individuals in need and do hereby recognize the TWENTY-TWO YEARS of continuing support to this community and the Metropolitan Washington area.*

*Adopted this 9th day of November, 1992.*

*Edward F. Sharp*  
Edward F. Sharp  
Mayor

ATTEST:

*Paula S. Jewell*  
Paula S. Jewell, CMC  
City Clerk



Introduced by: Councilmember Porter  
(Drafted by: P. Jewell)

RESOLUTION #1992-90  
REQUESTING FUNDS FROM MONTGOMERY COUNTY FOR CABLE  
EQUIPMENT AND MAINTENANCE

**WHEREAS,** Montgomery County Government has requested submittal of Takoma Park's Cable plan of anticipated expenses of equipment purchase and maintenance in FY'94; AND

**WHEREAS,** the City FY'93 Cable Equipment purchase funds have been earmarked for the purchase of a remote control camera system and the replacement of equipment to correct a signal problem; AND

**WHEREAS,** funds will be necessary in order to maintain such equipment.

**NOW THEREFORE BE IT RESOLVED, THAT** the City Council of Takoma Park, hereby authorizes the City Administrator to submit a budget request of \$16,000 to the Montgomery County Government Office of Consumer Affairs with \$8,000 earmarked for the purchase of equipment and \$8,000 earmarked for maintenance of Cable Television Equipment in FY'94.

Adopted this 9th day of November, 1992.

Introduced by: Councilmember Porter

RESOLUTION # 1992-90

ENDORISING PRINCE GEORGE'S COUNTY  
MUNICIPAL TAX DIFFERENTIAL TASK FORCE REPORT

WHEREAS, significant changes in revenues for Prince George's County have had a significant impact on the County's Tax Differential Program and the recipient municipal governments within the County; AND

WHEREAS, Prince George's County and the municipal governments have reviewed the areas in which municipal governments have experienced serious revenue shortfalls and an inability to adequately plan and budget because of fluctuations in these tax differential revenues; AND

WHEREAS, the County and the municipal governments concur that fluctuations and their current lack of predictability, are detrimental to the citizens of these municipalities and the County; AND

WHEREAS, in recognition of the need to resolve these problems, Prince George's County and the municipalities formed the Municipal Tax Differential Task Force which generated a report to put forth those solutions.

NOW THEREFORE BE IT RESOLVED THAT the City Council of Takoma Park, Maryland hereby endorses the Prince George's County Municipal Tax Differential Task Force Report and commends the County and the municipalities for the cooperative efforts to resolve these problems; AND

THAT the City Council hereby directs the Mayor to send a letter to the County Executive which conveys this endorsement by the City Council of Takoma Park, Maryland.

Dated this 9th day of November, 1992.

Introduced by: Councilmember Porter

**RESOLUTION NO. 1992-92**

**APPOINTING REPRESENTATIVE TO COLTA**

**WHEREAS,** there currently exists one vacancy on the City's Commission on Landlord and Tenant Affairs; AND

**WHEREAS,** two Takoma Park residents have made application to serve on the Commission.

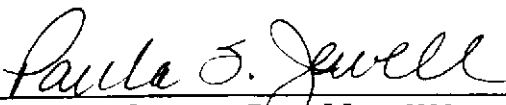
**NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF TAKOMA PARK, MARYLAND,** does hereby appoint to the Takoma Park Commission on Landlord and Tenant Affairs:

Name	Address	T e r m Expires
<u>Enrica D. Morgan</u>	<u>666 Houston Avenue</u>	June 30, 1995

**BE IT FURTHER RESOLVED, THAT** this appointment is effective immediately.

Adopted this 9th day of November, 1992.

ATTEST:

  
\_\_\_\_\_  
Paula S. Jewell, CMC  
City Clerk

colta.92



Introduced by: Councilmember Porter

RESOLUTION #1992 - 93

A RESOLUTION APPOINTING MEMBERS TO THE 1992-93  
THE REVEREND DR. MARTIN LUTHER KING, JR. COMMEMORATION COMMITTEE

**WHEREAS,** in years past, the City Council of Takoma Park, Maryland, has observed a day of memory for the late Rev. Dr. Martin Luther King, Jr., a leader of remarkable vision and courage; AND

**WHEREAS,** these observances have included successful commemoration celebrations planned by a Council-appointed committee, composed of the citizens and supported by Staff of The City of Takoma Park, Maryland; AND

**WHEREAS,** such celebrations are planned to coincide with the Federal holiday observance of Dr. King's day of birth on Monday, January 18, 1993.

**NOW THEREFORE, BE IT HEREBY RESOLVED THAT** the following persons are hereby appointed to serve on the 1993 Martin Luther King, Jr. Commemoration Committee to plan and organize the January 18th celebration:

1. Jay Bayerl, 6733 Eastern Avenue
2. Charmaine Langford-Dieng, 8503 Greenwood Avenue, #3
3. Joan Jacobs, 7428 Carroll Avenue
4. Constance Johnson, 1121 Holton Lane
5. Councilmember Lloyd A. Johnson, 1121 Holton Lane

**BE IT FURTHER RESOLVED THAT** the Mayor of Takoma Park, Maryland is hereby authorized to make additional appointments to this Committee as necessary.

Dated this 9th day of November, 1991.

CITY OF TAKOMA PARK, MARYLAND (FINAL 12/9/92)

Special Session of the City Council  
Monday, November 16, 1992

CITY OFFICIALS PRESENT:

Mayor Sharp	City Administrator Habada
Councilmember Elrich	Deputy City Admin. Grimmer
Councilmember Johnson	City Clerk Jewell
Councilmember Leary	Corporation Counsel Silber
Councilmember Porter	Code Enfor. Sup. Castillo
Councilmember Prensky	

ABSENT: Councilmember Hamilton

The City Council convened on Monday, November 16, 1992 at 7:55 p.m. in the Council Chamber at 7500 Maple Avenue, Takoma Park, Maryland.

Mr. Sharp called the Special Session to order and explained that the purpose of the Special Session was to take citizen comments on Mr. Eyob Samara's application to the Montgomery County Board of Appeals for a one-foot side yard variance for property located at 118 Sherman Avenue, in order to enclose an outdoor staircase.

Code Enforcement Supervisor Castillo explained that the memorandum presented to the Council recommended denial of the variance. Mr. Castillo explained that DHCD had received written complaints from the property's adjacent neighbors as well as some from across the street regarding the variance and the construction.

Mr. Prensky noted that over the last three months, he had received four different complaints from citizens who were concerned about the construction going on at the property which the owner had proceeded on without obtaining the various permits.

Mr. Leary asked that the letters of complaints be entered into the record.

Allison Keefe, 120 Sherman Avenue, owner and occupier of property adjacent to 118 Sherman, said that the work Mr. Samara undertook over the last year has had greatest effect on her and her property. She said some of the construction work had caused drainage of stormwater and mud runoff onto her property and other issues of concern were relative to fire safety; she said in Mr. Samara's efforts to convert 118 into two rental units, he removed the interconnecting stairway which connected the basement and second floor and installed a second floor laundry facility. She said the dryer installed there was noisy and was vented against a structure which was wooden and less than 8 feet from her bedroom window. Ms. Keefe said she was also concerned that the stairway connection between the two floors would result in a great deal of additional noise to her. She also said because the home was not connected interiorally, it would leave the opportunity for the property to continue as two rental units. She asked the Council to recommend denial of the variance.

Eyob Samara, 118 Sherman Avenue said he was a resident of Takoma Park since 1981. He explained that by building an outdoor staircase, he wanted to provide a convenient way for his 73 year old father, a recent heart attack victim to access the basement apartment. Mr. Samara said that he did not intend to have accessory apartments and said that he had assured the housing inspectors that the dryers and washers could be moved completely out of the property. Mr. Samara explained that he contacted Miss Utility about the gas lines, water lines and electrical lines and he was informed that he was ok.

Herman Goodyear, 119 Sherman Avenue presented the Council with some photos showing the property before and after construction. Mr. Goodyear said he was an architect and was familiar with residential constructions. He said he objected to the granting of the variance because this was an after-the-fact remediation--the work was started without benefit of permits. He said he questioned the integrity of the cement external stairs being enclosed for internal use and he questioned the electrical work and the integrity of the structural aspect as a whole. He suggested that the variance not be granted because it was not a good solution and he suggested that there were other alternatives that could be taken inside the home to accommodate the applicant's father.

Jack Mitten, 501 Philadelphia Avenue said when he moved to Takoma Park in 1965 he owned and lived at 118 Sherman Avenue. He said he was familiar with the property and the house today looked better than it did in 1965. He noted that half of that block consisted of apartments; there were four stores on the end of the street and by taking one foot to enclose a stairway would not impair the residential character of the neighborhood. He said when he lived at the address, the stairway had a pipe railing. The Animal Rescue League of Washington investigated that house and refused to let his family obtain a free dog because they said the stairway with its pipe railing was unsafe for a dog; Mr. Mitten said to now say that a man can't enclose the same stairway that was unsafe for a dog because it didn't have a proper railing at that time, seemed ridiculous.

Mr. Leary asked Mr. Mitton if he considered it difficult or impossible to install an interior stairway in the house.

Mr. Mitton responded that when he lived there, there was an interior stairway to the basement, and it was located in the center part of the basement. He said the stairway bisected the basement and was not a good location for a stairway.

#### COUNCIL COMMENTS

Ms. Porter asked Mr. Samara if he had considered an interior stairway.

Mr. Samara said he had thought about it; he said the house was 30 feet wide and was divided into two 15 foot areas. He said the only type of staircase that could be accommodated would be a spiral stairway which would be hard for his ailing parents to negotiate, without doing some major construction which he was not financially able to undertake.

Ms. Porter asked Mr. Samara if the work was started before he got the variance.

Mr. Samara said he got the permit from the Montgomery County Housing Department to do the enclosure and install the fence before he started the work. He said an inspector came out to the property and they gave him a license to proceed. Mr. Samara again stated that he had no intention to have an accessory apartment.

Ms. Grimmer clarified that staff's understanding from the County was that there was a permit for construction of a deck and a fence; however, not for an enclosure.

Mr. Samara said he begged to differ; it was based on a plan drawn up by a qualified architect which included the enclosure; when he submitted the plan, the permit application distinctly referred to a retainer fence and an enclosure for the stairway. Mr. Samara said there clearly had been a miscommunication.

Mr. Prensky asked about the whereabouts of the internal staircase that used to exist and he asked why an internal staircase was not convenient for the applicant's father.

Mr. Samara said he had removed the internal staircase approximately 10 months ago. He said a spiral staircase could not be negotiated easily by his father.

Mr. Mitton confirmed that a non spiral staircase existed there when he lived at the property.

Mr. Prensky said he was confused why the existing internal staircase would not be adequate if it were rebuilt. He also said he was confused whether or not there was a permit for the enclosure and he asked Mr. Samara who gave him permission for an accessory apartment.

Mr. Samara said he was not given permission for the accessory apartment and that was why he stopped the idea of such an apartment. He said he wrote the Takoma Park Department of Housing who informed him that he could not obtain a permit until his parents, the owners of the property, lived there.

Mr. Castillo clarified that DHCD found out about the property because it was an illegal rental; he said they notified Mr. Samara that it could not be used as two separate dwellings. He said it was already existing as two separate dwellings with an existing washer/dryer, stove and sink and there were no steps inside. He said there was a garage door which had been done away with and an entry door was made for an apartment. Mr. Castillo said all of these changes were made without a permit. He said he understood from Montgomery County that the drawings were not clear on Mr. Samara's plans to enclose a stairway; the drawings showed the stairway as open and the drawings were approved for an extension, an enclosed deck behind the house and a retaining wall on the side of the house. Mr. Castillo said the permits for these items were approved and issued; when staff found out about the side enclosure, they notified the County who came out and put a stop to the work.

Mr. Prensky asked if DHCD had any records about whether or not it had been acceptable to put in an accessory apartment before it happened.

Mr. Castillo said he could not verify this but said Mr. Samara was told that once his family moved back into the apartment, he could apply for an accessory apartment.

Jeff Trunzo, owner of 119 Sherman Avenue said he specialized in nuclear pharmacy for cardiology diagnostic scanning and based on his years of experiences, Mr. Samara's father was no more going to use the outside hard concrete stairs then he would use an interior stairway and there would be no reason to enclose the outside steps. He said if the applicant's father's heart problems were as severe as he indicated, his father needed to be in a one level home. Mr. Trunzo said that the times he saw inspectors looking at the property, they were looking at footings for a deck, not a stairway.

Mr. Prensky moved passage of the resolution; seconded by Mr. Leary, expressing the Council's opposition of the requested side yard variance and recommending that the Board of Appeals deny the variance because there was a history of violations, and because of the neighbors concerns about a series of problems and the existing apartments that were illegal. Mr. Prensky said that everything he heard was that the process had been done poorly and wrong. He said it may very well have been that the County made a mistake, but he could not recommend approval of the variance.

Mr. Leary said he thought there was reason for confusion as to what may or may not have been approved by the County; he said he regretted the applicant may have gotten some understanding which was not intended. Mr. Leary said he supported the resolution because there was a long history of problems of illegal apartments in Takoma Park residences which primarily resulted from rapid

turnover of property. Mr. Leary said there was a long history, particularly in that neighborhood, of residences being used illegally for unintended purposes. Mr. Leary explained that he was not suggesting that the applicant was intending to do this; however, no one knew how long he would own the property. He said he had no doubt that an internal stairway could be accomplished.

Ms. Porter said it appeared the applicant was given bad information that led him to make some decisions which would be difficult for him to change. She said she also thought the internal stairway would be a better solution; she said her house was smaller than this house and she had an internal stairway along one wall. Ms. Porter said there ought to be a better way to do this than the way being proposed.

Council Action: The Resolution opposing the requested side yard variance passed unanimously (Absent: Mr. Hamilton).

RESOLUTION #1992- 94  
(Attached)

The Council adjourned immediately into worksession at 8:37 p.m. and into Executive Session following the Worksession. The Council will reconvene into Regular Session on November 23, 1992.

Introduced By: Councilmember Prensky

ADOPTED: NOVEMBER 16, 1992

Resolution No. 1992-94

A Resolution Concerning an Application for a Variance  
for 118 Sherman Avenue (Case No. A-3709)

WHEREAS, Mr. Eyob A. Samara has applied to the Montgomery County Board of Appeals for a one-foot side yard variance for Lot 15, Block 50, F.D.B. Austin's Subdivision, located at 118 Sherman Avenue, Takoma Park (Case No. A-3709); AND

WHEREAS, this property is located in the City of Takoma Park and the application has therefore been referred to the City for review and comment; AND

WHEREAS, the application has been reviewed by City staff, which has recommended DENIAL of the application; AND

WHEREAS, the Council has heard public comment on this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT, the City Council hereby OPPOSES the requested side yard variance, and recommends that the Board of Appeals **DENY this variance because it does not meet the standards for granting of a variance** for the following reasons:

1. Denial of the requested side yard variance would not result in a hardship, and this variance is not the "minimum reasonably necessary" as required by the variance standards, since the applicant can get his desired use without this requested variance: the property owner can remedy the situation and provide the needed access between the basement and first floor by reconstructing an interior stairway that was removed by the applicant at an earlier date to illegally create a second dwelling unit;
2. The side yard variance cannot be granted without substantial impairment to the intent, purpose and integrity of the City of Takoma Park Master Plan objective to "Maintain and protect the existing sound residential areas and strengthen the residential character of the neighborhood;"
3. Granting of the side yard variance would be detrimental to the use and enjoyment of adjoining and neighboring properties, and has been opposed by several neighboring property owners on the basis of

the harm that they feel the proposal would do to them, including creation of drainage problems.

BE IT FURTHER RESOLVED THAT the City is concerned that granting of the proposed variance request would result in blocking a gas line that will need to be relocated, and will provide the opportunity for the applicant to once again create an illegal second dwelling unit in the structure.

BE IT FURTHER RESOLVED THAT the City Administrator is hereby directed to send a copy of this Resolution to the appropriate Montgomery County authorities.

ADOPTED THIS 16TH DAY OF NOVEMBER, 1992.

CITY OF TAKOMA PARK, MARYLAND (FINAL 1/5/93)

Regular Meeting of the City Council  
Monday, November 23, 1992

CITY OFFICIALS PRESENT:

Mayor Sharp	City Administrator Habada
Councilmember Elrich	Deputy City Admin. Grimmer
Councilmember Hamilton	City Clerk Jewell
Councilmember Porter	Assist. Corp. Counsel Perlman
Councilmember Prensky	COLTA Ex. Dir. Lee-Bryant
Absent: Councilmember Johnson	Corp. Counsel Silber
Councilmember Leary	

The City Council convened on Monday, November 23, 1992 at 8:00 p.m. in the Council Chamber at 7500 Maple Avenue, Takoma Park, Maryland.

Following the Pledge of Allegiance, the following remarks were made.

MAYOR/COUNCIL COMMENTS AND PRESENTATIONS

Ms. Porter announced that there would be a meeting for parents and others interested in schools in Prince George's County, particularly Carole Highlands Elementary, on December 3rd, at 7:30 p.m. at Carole Highlands. She said topics would focus on curriculum themes that were implemented as a result of discussions held last year and ways to solidify the involvement of community members in the schools and strategies to prevent money for the renovation of Carole Highlands from being cut.

Mr. Sharp announced that he would be attending a hearing on 11/24/92 at Park & Planning to express the City's opposition regarding the sector plan proposal to widen the intersection of Piney Branch and Philadelphia Avenue.

Mr. Sharp also announced that he would be speaking in support of the Metropolitan Branch Trail.

ADOPTION OF MINUTES FROM 7/29/91

Mr. Sharp noted a few typographical changes to the Minutes. The Minutes with editorial changes were adopted without objection.

AGENDA CHANGES

Mr. Sharp noted that the first item listed on the evening's agenda, regarding police recognition awards to Takoma Park citizens, had been removed.

CITIZEN COMMENTS (on items not on Council's agenda)

Fran Hayward, 8 Montgomery Avenue said that the Council needed to improve the enforcement of handicapped spaces in the City and that there needed to be a greater level of sensitivity on the part of the City's police officers. Ms. Hayward commented that there was a community of people with access problems which needed to be addressed as a community. She said the matter went to the essence of community policing, and she looked forward to hearing about what would be done to ensure that the violations were being addressed.

Mr. Sharp noted that the Council had seen Ms. Hayward's letter and the photo in the Montgomery Journal which depicted a person trying to cross Carroll Avenue but whose access to the curb cut had been blocked by a delivery truck. Mr. Sharp said this was thoughtless on the part of the violators. He said he has spoken with the City Administrator on a number of occasions and she is committed to addressing the problem. He also said that not every violation would be ticketed because there weren't enough resources to do this. Mr. Sharp said that some kind of public outreach and education process about the problem was needed, and



he would like to discuss the development of a public relations campaign towards this effort.

Ms. Habada added that she had met with Chief Fisher and had advised him of the comments made, the need to be vigilant and sensitive to the issue. She said Chief Fisher was sympathetic to the situation and was concerned about the education effort. Ms. Habada said that effort would be made to notify residents and business owners in Old Town that changes would be taking place with the store loading areas. Ms. Habada also noted that there would be an ordinance forthcoming that would make it clear that blocking handicapped ramps was a violation and there would be strict fines applied.

Mr. Hamilton noted that a year ago, the Council raised the fines for parking in handicapped parking spaces, and that the Council considered the blocking of access to the handicapped a very serious problem.

Tom Espinosa, Maple Avenue Resident and President, AFSCME Local 3399 said that the members of Local 3399 were working with area organizations to not only address the hunger problem, but also to improve nutrition and the literacy problem in certain targeted areas. He said the Union would keep the Council apprised of these programs. Mr. Espinosa then acknowledged those persons in Takoma Park as well as around the world who would be working to keep citizens both in Takoma Park and the world safe during the Thanksgiving holiday.

#### AGENDA

1. Article 8, "Tenant Opportunity to Purchase" Legislation - 2nd Reading Ordinance. COLTA Executive Director Lee-Bryant said that Council had given staff a lot of focus, and that the final product was one which served the interest of the citizenry. She said that she and Mr. Crumrine had discussed his suggestions for language consistencies, readability, etc., and these changes had also been incorporated into the final Ordinance.

The Ordinance was moved by Mr. Hamilton; seconded by Mr. Prensky.

Ms. Porter said that the last time Council discussed the legislation, she had expressed a concern about earnest money deposits and how the City defined single family homes. She noted that the way Ms. Lee-Bryant had defined the issue had alleviated her concerns.

Mr. Hamilton commended staff for putting the final document into sensible order. He moved an editorial comment to substitute the words "certified mail" in place of "first class mail" wherever it appeared in the Ordinance.

Mr. Sharp commented that if the change suggested by Mr. Hamilton was incorporated into the legislation and tenants used first class mail to make an expression of interest to the owners and such expressions were not received, they had no proof or defense that they had sent it.

Mr. Prensky seconded the motion.

Ms. Porter asked why the onus was being put on the tenants to send statements of interest by certified mail; she asked whether there would be another way to make sure landlords received the documents rather than requiring tenants to send them by certified mail.

Mr. Hamilton pointed out that they were being required to send interests by first class mail anyway.

Ms. Porter questioned whether this was reasonable and gave the example that an expression of interest sent by first class mail

could be received by a landlord who would choose not to consider it because it was not made in compliance with the law requiring it to be sent by certified mail.

Ms. Lee-Bryant explained that the idea was reasonable although it might make it more difficult and bind the tenants or tenant associations in a way that Council did not intend.

The amendment failed by a 1-4 vote. (AYE: Mr. Hamilton; NAY: Mr. Sharp, Mr. Elrich, Ms. Porter, Mr. Prensky)

Mr. Elrich commented on the provision in Section 6-109 ("Third Party Contracts and Tenants' Right to Purchase") regarding associations being notified and said he was trying to guarantee tenants or tenant associations a minimum of 30 days from the receipt of the contract to agree to purchase the rental facility. He proposed an amendment to add to the end of the language in Section 6-109(b)(i), however; if notice of a contract is received during the last 15 days of the specified negotiating period, tenants shall have up to 30 days from the date of the notice to respond. The motion was seconded by Mr. Hamilton.

Ms. Lee-Bryant said there had been other citizen comments on this issue of whether or not 15 days or an additional period of time was necessary.

The amendment carried unanimously.

#### CITIZEN COMMENTS

Kay Dellinger, President Hampshire Towers Tenants Association said although the law wasn't perfect, it was a much better law and the time spent on it resulted in a law more workable for the tenants who were more likely now to use it to buy their building. She said she was happy with the provision regarding earnest money deposits as well as the extension in the time periods which made it more workable for tenants. Ms. Dellinger said because obtaining financing for tenants was difficult, the Council might in the future consider making the time periods longer. She thanked Mr. Elrich for his leadership and his assistance in following through on citizen suggestions and said she was glad the Council looked at the points carefully to make the legislation a better law.

Council Action: The Ordinance, as amended, was unanimously adopted on second reading (Absent: Mr. Johnson, Mr. Leary). Mr. Hamilton moved to amend Article 8 to make the effective date of the Ordinance 1/30/93; the motion was duly seconded and carried unanimously.

#### ORDINANCE #1992-36 (Attached)

#### 2. First Reading Ordinance Amending Nuclear Free Zone Act

Mr. Sharp explained that the Ordinance at first reading was to amend the Nuclear Free Zone Act to accommodate administrative regulations of the Act.

Ms. Habada said the amendment was discussed at worksession; it addressed the regulations staff was proposing to implement on replacement parts and did not eliminate the waivers that would still be necessary on some purchases.

The Ordinance was moved by Mr. Prensky; seconded by Mr. Hamilton.

Mr. Prensky said he agreed with the City Administrator; this seemed to answer basic questions on how the City could maintain equipment already owned by the City that may have been purchased prior to the firm being added to the nuclear prohibited list or something that had been purchased under the waiver process. He noted an editorial amendment to the first and second Whereas

clauses to strike the words "are only made by nuclear weapons producers", and to substitute with words "may only be made by nuclear weapons producers." These were accepted as editorial amendments without objection.

Reuben Snipper, Chair of Nuclear-Free Takoma Park Committee said that the Ordinance appeared only to apply to prohibited products already owned by the City; the first and last Whereas clauses appeared to apply to replacement parts in general rather than to the slightly more restricted view of the proposed changes to section (d). Mr. Snipper said the committee was in favor of the proposed changes but he was unsure that this was what the Council had in mind.

Mr. Elrich commented that the amendment might deal with a product or with servicing a product that started out as prohibited, but that it did not deal with the case of the approved tractor which had Goodrich tires. He said that the language only spoke to a main item on the prohibited list.

Mr. Prensky said as an example, if the City purchased Fords while they were on the prohibited list, the amendment allowed for purchases of replacement parts for those Fords. He said the situation that Mr. Elrich pointed out was the City's purchase of a tractor which was not on the list of nuclear weapons producers, however, replacement parts for the tractor came from nuclear weapons producers exclusively. The amendment seems to only give the City the authority for major purchases that are on the prohibited list. It fails to address the purchase of prohibited replacement parts for items, like the tractor--major purchase items that are not on the prohibited list when purchased by the City but that require parts that are on the prohibited list.

Mr. Snipper said that was the interpretation favored by the Committee--if a replacement part was purchased for any of the cars the City currently had, whether they were originally prohibited or not--that the purchase would go through regular procurement processes and if it were from a nuclear supplier, a waiver would be needed.

Mr. Sharp moved to amend Section 8A-6(d) by deleting the words [an otherwise prohibited] from the second sentence. Ms. Porter seconded the motion.

The Council discussed the proposed amendment to Section 8A-6(d) in detail. Mr. Prensky asked whether the City would know that there were non-nuclear alternatives available for maintaining prohibited products if the waiver process was not done. Other members of the Council spoke in favor of the proposed amendment and agreed that it might be more appropriate for the City to publish a statement that they are dealing with a required purchase they have to make and publish the sources where they are planning to make prohibited purchases for replacement parts in order to allow someone to come forward with alternative sources.

Council Action: The Ordinance was adopted at first reading, as amended. (Mr. Prensky Nay; Mr. Johnson and Mr. Leary absent).

ORDINANCE #1992-42  
(Attached)

3. Adoption of the September 1992 Nuclear Free America Listing of Parent Companies of U.S. Departments of Defense and Energy Nuclear Weapons Contractors. Moved by Mr. Prensky; seconded by Mr. Hamilton.

Council Action: The Resolution was unanimously passed. (Absent: Mr. Johnson, Mr. Leary).

RESOLUTION #1992-95

(Attached)

4. Consent Agenda - The following items were unanimously passed by the Council (Mr. Johnson and Mr. Leary absent):

- (a) Environment Committee Appointment - Resolution #1992-96, appointing Lisa Lefferts.
- (b) Technical Correction to Recycling Ordinance - Ordinance #1992-43 was accepted at first reading, making a technical amendment to correct section numbers referenced in the "Recycling in Multi-family Dwellings" Legislation adopted on 10/26/92.

RESOLUTION #1992-96  
ORDINANCE #1992-43  
(Attached)

Motion was made by Mr. Hamilton and seconded by Ms. Porter to convene into Executive Session to discuss a personnel matter.

The Council adjourned the Regular Meeting at 9:16 p.m. to reconvene in Regular Session on December 14, 1992.

Introduced by: Councilmember Hamilton  
Draft date: November 19, 1992

1st Reading: 9/29/92  
2nd Reading: 11/23/92  
Effective Date: 1/1/93

ORDINANCE NO. 1992 - 36

TENANT OPPORTUNITY TO PURCHASE  
(CHAPTER 6, ARTICLE 8 OF THE TAKOMA PARK CODE)

- WHEREAS It is in the interests of the general welfare of the citizens of the City of Takoma Park that permanent property ownership and long-term residency be encouraged and affordable housing maintained; AND
- WHEREAS The current Tenant Opportunity to Purchase law was enacted to assure that tenants and tenant associations have the first opportunity to buy their rental housing when it becomes available for purchase; AND
- WHEREAS Takoma Park tenants and tenant associations continue to welcome the opportunity to purchase the property in which they live; AND
- WHEREAS Tenants and tenant associations still often do not know when an owner wishes to sell a rental facility until sale to a third party has already occurred; AND
- WHEREAS The City Council continues to desire to give tenants and tenant associations in Takoma Park the first opportunity to purchase their rental property for long-term or permanent use and to assure that tenants and tenant associations actually receive the earliest possible notification that their rental facility is available for purchase; AND
- WHEREAS It is the intent of the City Council to provide a more workable law for tenants and tenant associations to take advantage of these rights.

NOW, THEREFORE, BE IT ORDAINED BY THE ~~MAYOR AND~~ COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND:

SECTION 1. ~~THAT~~ Chapter 6, Article 8 of the City Takoma Park Code is hereby repealed and simultaneously reenacted as set forth below:

TAKOMA PARK CODE

CHAPTER 6. HOUSING

ARTICLE 8.

TENANT OPPORTUNITY TO PURCHASE.

Section 6-100.	Definitions. . . . .	1
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Section 6-102.	Applicability. . . . .	5
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Section 6-104.	Voiding of Sale for Noncompliance; Payment of Attorney's Fees. . . . .	7
Section 6-105.	Notice of <del>Valid</del> Offer of Sale. . . . .	7
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Section 6-118.	Enforcement. . . . .	29
Section 6-119.	Violations and Penalties; Severability. . . . .	30

**Section 6-100. Definitions.**

(a) "Cooperative interest" means the ownership interest in a cooperative housing corporation which entitles the shareholder or member of a cooperative housing corporation to possessory use of real or personal property or both owned or leased by a cooperative housing corporation primarily for residential use.

(b) "City Administrator" means the City Administrator of the City of Takoma Park, Maryland or his or her ~~designee~~ ~~designated representative. unless otherwise indicated.~~

(c) "Domestic Partners" means persons who have lived together for at least one (1) year and who consider themselves to be in a committed relationship or hold themselves out as being in a committed relationship, or, if they have lived together for less than one (1) year, can show other indicia of a committed relationship. A person is not a "domestic partner" if he~~r~~ ~~or~~ she has moved in with the owner for the purpose of obtaining rights under this Article.

(d) "Dwelling" means a building which is occupied in whole or in part as the home, residence, or sleeping place of one (1) or more tenants; but shall not be construed to mean any transient facilities such as boarding houses, tourist homes, inns, motels, hotels, school dormitories, hospitals, nursing homes, or other medical facilities operated for religious or charitable purposes.

(e) "Family member" means any spouse, former spouse, domestic partner, former domestic partner, parent, sibling, or child.

(f) "Limited equity housing cooperative" means a cooperative housing corporation, either domestic or foreign qualified in the State of Maryland, either stock or non-stock, in which each shareholder or member has a cooperative interest in the corporation and in which the appreciation of share values or membership interests is limited to the annual rate of inflation or other comparable index.

(g) "Owner" means any ~~natural person~~ individual or legal entity, such as a corporation, limited partnership, partnership or joint venture, which has a legal or beneficial interest in a rental facility or has the ~~legal~~ right to act for or instead of one who has such legal or beneficial interests. The term "owner" includes trustees in bankruptcy but does not include trustees of a mortgagee or its successors or assigns. The term "owner" does, however, include a mortgagee or lender who has purchased a rental facility at a foreclosure sale or who has accepted a deed in lieu of foreclosure. ~~It also shall include an administrator, trustee, receiver, personal representative, guardian or conservator appointed according to law.~~

(h) "Put on the market for sale" means any of the following: ~~signing a listing contract~~ with a real estate broker; posting a "for sale" sign on or near the property; placing an advertisement to sell or trade the property in any newspaper, newsletter or other means of written, audio or video communication; or entering into a sales contract for the rental unit or for the property which includes the rental unit with a



natural person, corporation, partnership or other entity that is not a tenant in the rental unit or is not composed of tenants in the rental unit or their assigns. For rental facilities owned by a corporation, the term "put on the market for sale" includes the contemplated transfer of the majority of the outstanding shares of stock in the corporation as well as the fee interest in the property. For rental facilities owned by any other business entity, the term "put on the market for sale" means the contemplated transfer of a majority interest in the business entity as well as the fee interest in the property.

(i) "Rental facility" means any dwelling, structure, or combination of related structures and appurtenances, operated as a single entity in which one (1) or more rental units exists.

(j) "Rental unit" means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities for living, sleeping, cooking, and eating. ~~The term "rental unit" and~~ also includes a rooming unit comprised of any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating.

(k) "Sale" means the transfer of ownership of a majority interest in the owner for consideration and does not include transfer by will, intestate succession, gift or by deed given in lieu of foreclosure but does include a trade of real property for other real or personal property. Consideration may include money, the transfer of other valuable assets or the giving or

assuming of a promissory note or other financial obligation. For rental facilities owned by a corporation, the term "sale" includes the transfer of the majority of the outstanding shares of stock in the corporation. For rental facilities owned by any other business entity, the term "sale" means the transfer of a majority interest in the business entity. The term "sale" also means the leasing of the entire rental facility to one lessee which shall include any natural person or business entity, such as a corporation, limited partnership or joint venture, which has a legal or beneficial interest in the rental facility or has the legal right to act for or instead of one who has such a legal or beneficial interest.

(l) "Single-family rental facility" means a dwelling providing complete living facilities for one family, including at a minimum facilities for cooking, sanitation, and sleeping. An accessory apartment or one rental unit may be a part of a single-family rental facility.

(l)(m) "Tenant" means any person who occupies a rental unit or dwelling as a residence ~~for living or rental purposes~~ with the consent of the owner or the owner's agent and who has an obligation to pay rent or other consideration for the accommodation.

(m)(n) "Tenant association" means an organization whose members represent tenants in at least one-third (1/3) of the rental units in a rental facility, excluding those rental units

for which there has been no tenant for the previous ninety (90) days.

**Section 6-101. Providing Opportunity to Purchase.**

(a) If the sale of a rental facility is within the coverage of Section 6-102, before an owner of a rental facility may go to ~~closing~~ settlement on the sale of the rental facility or issue a notice to quit and vacate in a case in which the owner is either contemplating sale of the rental facility within six (6) months or has put the rental facility on the market for sale, the owner shall give all tenant(s) an opportunity to purchase the rental facility at a price and on terms which constitute an valid offer of sale in accordance with the requirements of Section 6-105 below.

(b) If any property decreases in the number of rental units in connection with a sale, each tenant in the rental facility shall be entitled to all rights under this Article, and the owner may choose which contract, if any, to accept. The number of rental units after the decrease shall determine whether the provisions of Section 6-112, 6-113, 6-114 or 6-115 apply.

**Section 6-102. Applicability.**

(a) All rental units in the City of Takoma Park are covered by this Article except for the following:

(1) Single-family ~~dwellings~~ rental facilities and rental facilities containing less than five (5) rental units which are sold to a family member, provided that the family

member intends to occupy the single-family dwelling rental facility or one (1) unit in the rental facility as his/ or her primary place of residence within thirty (30) days of the sale. The burden of proof is on the owner to prove the family member relationship and the bona fide intention to occupy. If the family member purchasing the property at the time of sale or any time thereafter decides to convert the remaining rental units into condominiums or cooperatives, he or she must offer the existing tenants at the rental facility the opportunity to purchase and otherwise fully comply with the provisions of this Article.

(2) Accessory apartments which are defined as a second or third rental units either in or added to an existing owner-occupied, one family residence located in a single-family zone (R-60 if in Montgomery County, R-55 if in Prince George's County), or in a separate accessory structure on the same lot as an owner-occupied, one-family residence used as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. The accessory apartment also must be an accessory use to the one-family residence.

~~(3) All rental units under a contract of sale which was executed prior to November 10, 1986, the effective date of this Article.~~

(b) ~~PROVIDED, however, that~~ All owners of rental facilities excluded from coverage under Section 6-102 (a) (1),

(2) and (3) must notify all tenants by a written notice either sent by regular mail or personally delivered to the tenant at the rental address when they put the property on the market for sale or when they accept a contract to sell the property, whichever occurs first.

**Section 6-103. Contract Rights of Tenants**

The tenant rights given by this Article shall be implied by operation of law into every existing or future lease or other landlord-tenant contract for property covered by this Article.

**Section 6-104. Voiding of Sale for Noncompliance; Payment of Attorney's Fees.**

If an owner does not comply with any requirement of this Article in connection with the sale of a rental facility covered by this Article, such sale shall be voidable, and reasonable attorney's fees shall be awarded to the prevailing party or parties in any action to enjoin or void the sale. In addition, reasonable attorney's fees shall be awarded to the prevailing party or parties in any action for breach of contract arising under this Article.

**Section 6-105. Notice of Valid Offer of Sale.**

(a) Notice of an valid offer of sale shall be in writing by the owner and shall include, at a minimum, the following:

- (1) The asking price and material terms of the sale;

(2) A statement that the tenant has the right to purchase the rental facility under this Article.

(3) A statement as to whether a contract with a third-party currently exists for the sale of the rental facility. If such a third-party contract does exist, a true and complete copy of it shall be attached to the written offer.

(4) A statement that the owner will make available to the tenant, within seven (7) days of receiving a written request for the information, a floor plan of the building, an itemized list of monthly operating expenses for the two preceding years, utility consumption rates for each of the two preceding years, capital expenditures for each of the two preceding years, the most recent rent roll, a list of tenants, and a list of vacant apartments. ~~For every day of delay by the owner in providing information required, the time periods shall be extended one day.~~

(b) The owner shall send, by first class mail or personally deliver, a copy of the notice of an ~~valid~~ offer of sale to: (1) each tenant; (2) the President ~~and Secretary~~ of ~~any~~ each tenant association in the rental facility; and (3) the City Administrator. In addition, a copy of the ~~written~~ notice of an ~~offer of sale~~ shall be posted in a conspicuous place in the common area(s) of ~~any~~ the rental facility.

(c) Notice of the ~~valid~~ offer of sale shall be mailed or personally delivered as provided in subsection (b) above ~~no later~~

~~than whichever of the following that occurs first:~~ within seven days of the earlier to occur of:

(1) The date the rental facility is put on the market for sale; ~~as that term is defined in Section 6-100 (g)(h);~~  
or

(2) The date ~~an offer to purchase the rental facility is accepted by~~ the owner enters into a contract for the sale of the rental facility.

(d) Persons whose tenancy begins after the notice of an ~~valid~~ offer of sale has been made by the owner, but before the ~~sale of the rental facility occurs,~~ rights under such notice have expired, shall be supplied either by first class mail or personal delivery with the notice of an ~~valid~~ offer of sale within seven days of the commencement of their tenancy. The delivery of the notice of an ~~valid~~ offer of sale to persons whose tenancy begins after the notice of an ~~valid~~ offer of sale has been made as provided in subsection (b) above shall not extend the time periods specified in Sections 6-112, 6-113, 6-114, and 6-115 for a tenant or tenant's association to respond to an owner's offer ~~from the dates established by the initial notice.~~

~~(e) Notice of A an offer of sale is not valid unless the data and information required in Subsection (a)(4) above is actually supplied to any tenant(s) or tenant association if requested.~~

**Section 6-106. Obligations Upon Foreclosure.**

~~(f)~~(a) An owner of a rental facility who receives a notice of the docketing of a foreclosure action must, within five (5) days of receipt of the notice, post a copy of the notice on the door of a single-family dwelling rental facility or in a prominent place in the common area and on the door of each rental unit of a larger rental facility.

~~(b) An owner of a rental facility in foreclosure must supply to the lender's trustees, no later than the end of any period during which the owner has the right to redeem the property, all information necessary under Section 6-105 of this Article.~~

~~(e)~~(b) A lender's trustees who are foreclosing on a rental facility must give notice of the time, place, and terms of sale to the tenants in the rental facility, by posting such a notice on the door of a single-family dwelling rental facility or in a prominent place in the common area and on the door of each rental unit of a larger rental facility, and also must provide such notice to any tenant association in such a building, by mailing or personally delivering such a notice to the President and Secretary of any such association and to the City Administrator, within the time frame currently applicable under state law or court rules for giving notice of such information to the present record owner of the property.



**Section 6-107. Good Faith Bargaining.**

(a) The tenant(s) or tenant association and owner shall bargain in good faith for the sale of the rental facility. The following constitutes prima facie evidence of bargaining without good faith:

(1) The failure of an owner to offer the tenant(s) or tenant association a price or terms at least as favorable as ~~that those~~ offered to a third party; ~~within the time period specified in Section 6-112, 6-113, 6-114, and 6-115, respectively, without good cause for so doing;~~

(2) The failure of an owner to accept an offer from tenant(s) or tenant association which substantially conforms to the price and material terms of a third party contract ~~within the time period specified in Section 6-112, 6-113, 6-114, and 6-115, respectively,~~ without good cause for so doing; or

(3) The failure of a tenant, tenant association or owner to comply with the provisions of this Article without good cause.

(b) All owners, tenant(s), and tenant associations are presumed to be aware of the provisions of this Article, and lack of knowledge of the law is not good cause under this Section.

**Section 6-108. Deposits.**

In order to make a contract, the owner may require the tenant(s) or tenant association to pay an earnest-money deposit

of up to five percent (5%) of the contract sales price for a single-family dwelling; ~~up to~~ rental facility. For rental facilities with two or more units, an owner may require an earnest-money deposit of up to \$50.00 per rental unit for all rental units which are occupied by a tenant or tenant association member who has expressed an interest in the purchase of the rental facility in accordance with Sections 6-113(a), (6)-114(b)(1), or 6-115(b)(1). ~~four percent (4%) of the contract sales price for rental facilities with two through four rental units; up to three percent (3%) of the contract sales price for rental facilities with five through twenty rental units; and up to two percent (2%) of the contract sales price for rental facilities with more than twenty rental units.~~ The earnest-money deposit shall be refundable in the event of failure of the tenant(s) or tenant association to perform under the contract, despite good faith efforts.

**Section 6-109. Third Party Contracts and Tenants' Right to Purchase.**

(a) ~~In addition to the requirements of Sections 6-101 and 6-105(a)(3),~~ Whenever an owner enters into a contract with a third party to purchase a rental facility, the owner shall ~~immediately within seven days~~ send by first class mail or personally deliver a true and complete copy of this contract to all tenants in single-family ~~dwellings~~ rental facilities and in two- to four-unit rental facilities and ~~to the president of each~~ ~~to all tenants and~~ tenant associations in rental facilities with

more than four rental units. A true and complete copy of the contract shall also be mailed or personally delivered to the City Administrator.

(b) The tenant(s) or tenant association has fifteen (15) days from the receipt of the contract in which to offer agree to purchase the rental facility on terms substantially the same as those in the third party contract.

(i) If the third party contract is received by the tenant(s) or tenant association prior to or during the time given to submit a written statement of interest or the negotiation periods specified in Sections 6-112, 6-113, 6-114, or 6-115, respectively, the fifteen (15) day period shall not begin to run until the end of the specified negotiation period and shall extend the negotiation period, if needed, by fifteen (15) days. However, if the third party contract is received by the tenant(s) or tenant association within the last fifteen (15) days of the negotiation periods specified in Sections 6-112, 6-113, 6-114, or 6-115, respectively, then the tenant(s) or tenant association shall have a total of thirty (30) days within which to respond to the third party contract.

(ii) If the third party contract is received by the tenant(s) or tenant association with the notice of offer of sale, as provided for in Section 6-105(a), the fifteen (15) day period shall run concurrently with the time periods specified in Sections 6-112, 6-113, 6-114, or 6-115, respectively, to deliver

a written statement of interest to the owner and the City Administrator.

(c) All contracts with third parties shall be contingent on the rights of the tenant(s) or tenant association to purchase the rental facility under this Article. The time periods for negotiation of a contract of sale and for settlement under this Article are minimum periods, and the owner may afford the tenant(s) or tenant association a reasonable extension of such time, without liability under a third party contract. Third party purchasers are presumed to act with full knowledge of tenant rights under this Article.

**Section 6-110. Exercise or Assignment of Rights.**

Tenants or a tenant association may exercise rights under this Article in conjunction with a third party or public agency, provided that the tenant or tenant association involved in the purchase must retain at least a twenty-five percent (25%) interest in the property. ~~When there is an assignment of rights,~~ ~~the all~~ tenants and ~~all~~ tenant association members ~~involved in the purchase~~ must agree to maintain their ownership interest in the property for at least one (1) year after purchase, and to reside in the property for at least one (1) year after purchase. Notwithstanding the foregoing, a tenant may sell or lease his or her interest in the property prior to one (1) year after purchase due to an involuntary change of employment from the Washington

metropolitan area, death of a major wage earner, unemployment, or other reasons beyond the tenant's control.

**Section 6-111. Waiver of Rights.**

An owner shall not request, and tenants or a tenant association may not grant, a waiver of the right to receive an ~~valid~~ offer of sale or any other right under this Article. Any such purported waiver of rights shall be void and of no effect.

**Section 6-112. Single-family Rental Facilities.**

The following provisions apply to single-family rental facilities:

~~(1)~~(a) Upon receipt of a ~~valid~~ written offer of sale from the owner, the tenant shall have fifteen (15) days to deliver to the owner and to the City Administrator a written statement of interest. ~~The written statement of interest shall be either personally delivered or sent by first-class mail.~~ The statement of interest must be a clear expression of interest on the part of the tenant to exercise the right to purchase ~~the rental facility~~ as specified in this Article.

~~(2)~~(b) ~~The Any~~ contract of sale shall ~~specify provide~~ a reasonable period, considering current market conditions, between execution of the contract of sale and settlement for the tenant to secure financing or financial assistance~~;~~. ~~This~~ time period shall be at least ~~sixty 60~~ (60) days.

~~(3)(c)~~ If ~~180 days~~ six (6) months elapse from the date an owner has given notice of an ~~valid~~ offer of sale to a tenant under this Article and the owner has not sold or entered into a contract of sale for the rental facility, the owner shall comply anew with the provisions of this Article before selling the property.

**Section 6-113. Rental Facilities with Two through Four units.**

The following provisions apply to rental facilities with two through four rental units:

(a) The tenants may respond to an owner's offer of sale first jointly, then individually. Upon receipt of a ~~valid~~ written offer of sale from the owner, a group of tenants acting jointly shall have fifteen days to deliver to the owner and to the City Administrator, a written statement of interest. ~~The written statement of interest shall be either personally delivered or sent by first-class mail.~~ Following this fifteen (15) day period, each individual tenant, who also may be one of the group of tenants acting jointly, shall have five (5) days to ~~personally deliver or to send by first-class mail to the owner and to the City Administrator~~ a written statement of interest ~~to the owner and the City Administrator.~~ The statement of interest must be a clear expression of interest on the part of the tenant group or tenant ~~association~~ to exercise the right to purchase the rental facility as specified in this Article.

(b) If a group of tenants acting jointly has submitted a written statement of interest, then the tenants group shall have a reasonable period within which to jointly negotiate a contract of sale with the owner. This time period shall be at least forty-five (45) days from the date of delivery to the owner and the City Administrator of a statement of interest. ~~For every day of delay by the owner in providing information as required by this Article, the negotiation period is extended by one (1) day.~~

(c) If, at the end of the forty-five (45) day negotiation period and all extensions thereof, the tenants group have has not jointly contracted with the owner for purchase of the property or ~~if no tenant group submitted a written statement of interest,~~ then each individual tenant who has delivered a written statement of interest to the owner and to the City Administrator shall then have fifteen (15) days within which to contract with the owner for the purchase of the rental facility.

(d) ~~The Any~~ contract of sale shall ~~specify provide~~ a reasonable period, considering current market conditions, between the execution of the contract of sale and settlement for the tenant ~~group or tenant~~ to secure financing or financial assistance. This time period shall be at least ninety (90) days. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within ~~four (4) months one hundred twenty (120) days~~ after the date of contracting, the owner shall afford an extension of time consistent with that written estimate.

(e) If ~~two hundred forty (240) days~~ eight (8) months elapse from the date an owner has given notice of an ~~valid~~ offer of sale to tenants under this Section and the owner has not sold or entered into a contract of sale for the rental facility, the owner shall comply anew with the provisions of this Article before selling the property.

**Section 6-114. Rental Facilities with Five (5) through Twenty (20) Units.**

The following provisions apply to rental facilities with five (5) through twenty (20) rental units.

(a) The tenants may respond to an owner's offer of sale only through a tenant association which ~~represents at least one-third (1/3) of the occupied rental units of the rental facility. is organized in such a manner that the organization has the capacity to hold real property. Following receipt of notice of a valid offer of sale by all of the tenants in the rental facility, the tenants have thirty (30) days within which to form an organization with the capacity to hold real property, including, if the chosen form is corporation, filing articles of incorporation, electing officers and adopting bylaws or, if the chosen form is that of a limited partnership, filing limited partnership articles in accordance with the laws of State of Maryland or, if the chosen form is a partnership, entering into a written partnership agreement.~~



(b) Upon receipt of an owner's offer of sale, within these thirty (30) days, the tenant association shall have forty-five (45) days to:

(1) Mail or personally deliver to the City Administrator and the owner a written statement of interest. The statement of interest must be a clear expression of interest on the part of the tenant or tenant association to exercise the right to purchase the rental facility as specified in this Article.

~~(2) Deliver to the City Administrator and the owner a copy of its articles of incorporation, articles of limited partnership or partnership agreement.~~

~~(3)~~ (2) File with Mail or personally deliver to the City Administrator and personally deliver or send by regular mail to the owner a registration form statement listing the names, addresses, and telephone numbers of all tenant officers, and legal counsel, and/or other representatives of the tenant association, if any, documentation that a the tenant association represents at least one-third (1/3) of the occupied rental units as of the time of registration, and such other information as the City Administrator shall require.

(c) Registration is complete upon delivery to the ~~Department of Housing and Community Development City Administrator and the owner~~ of a complete and properly filled out registration form statement. ~~Upon registration, the first~~

tenant association to register becomes the sole representative of the tenants of the rental facility, and the prior offer of sale is deemed an offer to the ~~organization~~ tenant association.

(d) The tenant association shall have a reasonable period within which to negotiate a contract of sale with the owner; this time period shall be at least ~~one hundred twenty (120) days~~ four (4) months from the date of receipt delivery of the registration form. ~~by the owner. For every day of delay by the owner in providing information as required by this Article, the negotiation period is extended by one (1) day if the chosen form is a corporation, filing articles of incorporation, electing officers and adopting bylaws or,~~

~~(e) Before entering into a contract of sale with the owner, the tenant association shall form an organization which has the capacity to own real property, including, if the chosen form is a corporation, filing articles of incorporation, electing officers and adopting bylaws or, if the chosen form is a limited partnership, filing limited partnership articles in accordance with the laws of the State of Maryland or, if the chosen form is a partnership, entering into a written partnership agreement.~~

~~(e)(f) The Any~~ contract of sale shall ~~specify~~ provide a reasonable period, considering current market conditions, between execution of the contract of sale and settlement for the tenant association to secure financing or financial assistance. ~~†~~This time period shall be at least ~~one hundred twenty (120) days~~ four (4) months, ~~except as provided in subsection (g) below.~~ If a

lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within ~~two hundred forty (240) days~~ eight (8) months after the date of contracting, the owner shall afford an extension of time consistent with that written estimate.

(g)(1) If the tenant association, by its articles of incorporation or resolution adopted by the Board of Directors, by its articles of limited partnership, or by its partnership agreement, provides that the purpose of the tenant association is to convert the rental facility to a limited equity housing cooperative, then the owner shall afford the tenant association not less than ~~one hundred eighty (180) days~~ six (6) months after the date of contracting in order to secure financing or financial assistance or such additional time as required by this Section.

(2) If the purpose of the tenant association is to convert the rental facility to a limited equity housing cooperative housing corporation pursuant to ~~Subsection~~ Subsection (g)(1) above, the owner shall assist the tenant association in converting the rental facility to a limited equity housing cooperative. Toward this end, at any time after execution of a contract of sale, ~~and~~ at the written request of the tenant association, the owner shall ~~provide~~ execute and deliver any and all notices required under the Maryland Cooperative Housing Corporation Act, under Chapter 11C, Cooperative Housing, of the Montgomery County Code, and under any other applicable or successor provisions of state and county law to all tenants at

the rental facility and to all applicable government agencies. Such notices and any related documentation or offers of sale shall be prepared solely by the tenant association, and all costs associated with the publication and distribution of such notices shall be the sole responsibility of the tenant association. The tenant association ~~agrees to~~ shall indemnify and hold harmless the owner from liability for any loss or damage suffered as a direct result of the giving of such notices.

~~(f)~~(h) If ~~three hundred sixty-five (365) days~~ one (1) year elapses from the date an owner has given notice of an valid offer of sale to tenants under this Article and the owner has not sold or entered into a contract of sale for the rental facility, the owner shall comply anew with the provisions of this Article before selling the property. In such a case, the tenant association shall also comply anew with the requirement for the delivery of a written statement of interest and registration statement requirements of specified by this Section. The original legal documents creating the tenant association corporation, limited partnership, or partnership remain effective unless defective under their own terms or other provisions of law.

**Section 6-115. Rental Facilities with more than Twenty (20) Units.**

The following provisions apply to rental facilities with twenty-one (21) or more rental units:

(a) The tenants may respond to an owner's offer only through a tenant association which represents at least one-third (1/3) of the occupied rental units of the rental facility. ~~is organized in such a manner that the organization has the capacity to hold real property. Following receipt of notice of a valid offer of sale by all of the tenants in the rental facility, the tenants have sixty (60) days within which to form an organization with the capacity to hold real property, including, if the chosen form is a corporation, filing articles of incorporation, electing officers and adopting bylaws or, if the chosen form is that of a limited partnership, filing limited partnership articles in accordance with the laws of State of Maryland or, if the chosen form is a partnership, entering into a written partnership agreement.~~

(b) ~~Upon receipt of an owner's offer of sale, Within these sixty (60) days, the tenant association shall have sixty (60) days to:~~

(1) ~~Mail or personally deliver to the City Administrator and the owner a written statement of interest. The statement of interest must be a clear expression of interest on the part of the tenant or tenant association to exercise the right to purchase the rental facility as specified in this Article.~~

~~(2) Deliver to the City Administrator and the owner a copy of its articles of incorporation, articles of limited partnership or partnership agreement.~~

~~(3)(2)~~ File with Mail or personally deliver to the City Administrator and ~~personally deliver or send by regular mail~~ to the owner a registration form statement listing the names, addresses and telephone numbers of all tenant officers, ~~and~~ legal counsel, ~~and/or~~ other representatives, of the tenant association, ~~if any,~~ documentation that a the tenant association represents at least one-third (1/3) of the occupied rental units as of the time of registration, and such other information as the City Administrator shall require.

(c) Registration is complete upon delivery to the ~~Department of Housing and Community Development City~~ Administrator and the owner of a complete and properly filled out registration form statement. ~~Upon registration,~~ ~~the first~~ tenant association to register becomes the sole representative of the tenants, of the rental facility, and the prior offer of sale is deemed an offer to the ~~organization.~~ tenant association.

(d) The tenant association shall have a reasonable period within which to negotiate a contract of sale with the owner; this time period shall be at least ~~one hundred eighty (180) days~~ six (6) months from the date of receipt delivery of the registration form. ~~by the owner. For every day of delay by the owner in providing information as required by this Article, the negotiation period is extended by one (1) day.~~

(e) Before entering into a contract of sale with the owner, the tenant association shall form an organization which has the capacity to own real property, including, if the chosen form is a

corporation, filing articles of incorporation, electing officers and adopting bylaws or, if the chosen form is a limited partnership, filing limited partnership articles in accordance with the laws of the State of Maryland or, if the chosen form is a partnership, entering into a written partnership agreement.

~~(e)(f)~~ The Any contract of sale shall ~~specify~~ provide a reasonable period, considering current market conditions, between execution of the contract of sale and settlement for the tenant association to secure financing or financial assistance. ~~†~~This time period shall be at least ~~one hundred twenty (120) days~~, ~~four (4) months~~, except as provided in ~~(f)~~ subsection (g) below. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within ~~eight (8) months~~ ~~two hundred forty (240) days~~ after the date of contracting, the owner shall afford an extension of time consistent with that written estimate.

~~(g)(1)~~ If the tenant association, by its articles of incorporation, or resolution adopted by the Board of Directors, by its articles of limited partnership, or by its partnership agreement, provides that the purpose of the tenant association is to convert the rental facility to a limited equity housing cooperative, then the owner shall afford the tenant association not less than ~~one hundred eighty (180) days~~ ~~six (6) months~~ after the date of contracting in order to secure financing or financial assistance or such additional time as required by this Section.

~~(1)(2)~~ If the purpose of the tenant association is to

convert the rental facility to a limited equity housing cooperative pursuant to §subsection (g)(1) above, the owner shall assist the tenant association in converting the rental facility to a limited equity housing cooperative. Toward this end, at any time after execution of a contract of sale and at the written request of the tenant association, the owner shall provide ~~execute and deliver~~ any and all notices required under the Maryland Cooperative Housing Corporation Act, under Chapter 11C, Cooperative Housing, of the Montgomery County Code, and under any other applicable or successor provisions of state and county law to all tenants at the rental facility and to all applicable government agencies. Such notices and any related documentation or offers of sale shall be prepared solely by the tenant association, and all costs associated with the publication and distribution of such notices shall be the sole responsibility of the tenant association. The tenant association ~~agrees to~~ ~~shall~~ indemnify and hold harmless the owner from liability for any loss or damage suffered as a direct result of the giving of such notices.

~~(f)(h)~~ If ~~three hundred sixty five (365) days~~ ~~one (1) year~~ elapses from the date an owner has given notice of an valid offer of sale to tenants under this Article and the owner has not sold or entered into a contract of sale for the rental facility, the owner shall comply anew with the provisions of this Article before selling the property. In such a case, the tenant association shall also comply anew with the requirement for the



delivery of a written statement of interest and the registration statement requirements of specified by this Section. The original legal documents creating the tenant association corporation, limited partnership, or partnership remain effective unless defective under their own terms or other provisions of law.

**Section 6-116. Time Periods.**

(a) If a time period running under this Article ends on a Saturday, Sunday, or legal holiday for the State of Maryland, the time period is extended until the next day which is not a Saturday, Sunday or legal holiday.

~~(b) Whenever a person has the right or is required to do some act within a proscribed time period after delivery or service of a notice or other paper and service or delivery of the notice or other paper is made by mail, three (3) days shall be added to the proscribed period.~~

~~(b)~~(c) If a sale of a rental facility covered by this Article is made or contemplated in connection with conversion of the dwelling to condominiums, cooperative housing or, for rental facilities in Montgomery County, ~~as amended,~~ in connection with a conversion of a rental facility as defined in Section 53A-2 of the Montgomery County Code, the time limits for offering the rental facility for purchase to tenants under this Article shall apply before the owner is required to offer the applicable county and/or its designated housing agency the right to purchase the

rental facility under the terms of applicable state and/or county law dealing with condominiums and cooperative housing.

**Section 6-117. Retaliatory Action.**

(a) No owner may take retaliatory action against any tenant or group of tenants who exercise any rights conferred upon him or her by this Article. For the purposes of this Section, "retaliatory action" means eviction, threat of eviction, violation of privacy, harassment, reduction in quality or quantity of services not authorized by law, and any form of threat or coercion.

(b) ~~An owner shall be presumed to have~~ There shall be a ~~rebuttable presumption that an owner has~~ taken retaliatory action if:

(1) A no-cause notice to quit and vacate is issued to a tenant within ninety (90) days before the rental facility is put on the market for sale, before an ~~valid~~ offer of sale should have been made to tenants, or before a third party contract for the purchase of the rental facility is signed; or

(2) After the rental facility is put on the market for sale, a no cause notice to quit and vacate is issued to any tenant who has ~~not~~ ~~or should have~~ received an ~~valid~~ offer of sale under Section 6-105 of this Article.

**Section 6-118. Enforcement.**

(a) An owner, tenant, or tenant association may seek enforcement of any right or provision under this Article through a civil action filed with a court of competent jurisdiction and, upon prevailing, shall be entitled to an award of reasonable attorney's fees and costs.

(b) In addition to the above, the City Administrator ~~or~~ ~~his/her designated representative~~ may conduct reviews to monitor compliance with and take all appropriate action, including but not limited to the actions specified in subsections (a) and (c) of this Section 6-118, to enforce the provisions of this Article.

(c) In addition to any other remedy or enforcement measure herein provided, any of the following persons may seek, and any court of competent jurisdiction may (a) issue restraining orders and/or temporary or permanent injunctions if the plaintiff is found likely to succeed on the merits of a complaint against an owner for violation of the provisions of this Article and/or (b) declare any transfer in which an owner has not complied with all requirements of this Article void and the transfer ~~of~~ documents thereto set aside.

(1) Any tenant or tenant association of the rental facility;

(2) Any former tenant who, within ninety (90) days prior to filing suit, ~~has either~~ either has left vacated the rental facility after being served with a no cause notice to quit

and vacate or has been evicted from the rental facility pursuant to such a notice; and/or

(3) Any third party or public agency working with the tenants or tenant association pursuant to Section 6-110.

**Section 6-119. Violations and Penalties; Severability.**

~~(a) Municipal Infractions.~~ Any person or legal entity which violates any provision of this Article shall be guilty of a Class A municipal infraction offense and subject to a fine as set forth in Section 1-19 of the Takoma Park Code. ~~of \$400.00 for the initial offense and \$400.00 for repeat offenses.~~ A separate citation for a municipal infraction may be issued for each day the violation is in existence.

~~(a)~~ (b) If any provision of this Article, or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held to be invalid, the validity of the remainder of this Article and the application of any other provision, section, sentence, clause, phrase or word shall not be affected.

SECTION 2. This Ordinance shall be effective on January 30, 1993.

Adopted this 23rd day of November, 1992, by roll call vote as follows:

Aye: Sharp, Elrich, Hamilton, Porter, Prensky

Nay: None

Absent: Johnson, Leary

Abstained: None

NOTE: Shading indicates additions to Ordinance No. 1992-36 made after the first reading date of 9/29/92.

~~Strike-outs~~ indicate deletions to Ordinance No. 1992-36 made after the first reading date of 9/29/92.

(All shadings and strike-outs reflecting additions or deletions to the Ordinance language made prior to 9/29/92 are not shown in this draft.)

Introduced by:

1st Reading: 11/23/92

2nd Reading:

ORDINANCE NO. 1992- 42

(Nuclear-Free Zone Act - Replacement Part Purchases)

WHEREAS, certain pieces of City equipment require specialty replacement parts that ~~are only~~ ~~may only be~~ made by nuclear weapons producers; and

WHEREAS, other City products and equipment require services and/or supplies which are ~~may only be~~ available only from vendors who are on the list of nuclear weapons producers; and

WHEREAS, the City has purchased certain products and equipment from manufacturers which were not on the relevant list of nuclear weapons producers at the time of the purchase, but have since been added to the list; and

WHEREAS, the list is subject to change annually; and

WHEREAS, the City wishes to clarify that the City may purchase replacement parts, supplies, and services for equipment which is owned by the City under the provisions of Section 8A-6(d) of the Takoma Park Code.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND.

SECTION 1. Chapter 8A, Nuclear-Free Zone, of the Takoma Park Code is amended as follows:

CHAPTER 8A. NUCLEAR-FREE ZONE.

Sec. 8A-6. Eligibility for City contracts.

\* \* \* \*

(d) The City of Takoma Park shall phase out the use of any products of a nuclear weapons' producer which it owns or possesses. Insofar as non-nuclear alternatives are not available, for the purpose of maintaining an ~~otherwise prohibited~~ product during its normal useful life and for the purpose of purchasing or leasing replacement parts, supplies, and services for such products, Section 8A-6(a) and (b) above shall be advisory rather than prohibitive.

SECTION 2. This Ordinance shall be effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1992 by roll call vote as follows:

Aye:  
Nay:  
Abstain:  
Absent:

NOTE: \* \* \* \* indicates existing language from the Takoma Park Code which is not reproduced herein.

Shading indicates language which was added at first reading.

~~Strikeout~~ indicates language which was deleted at first reading.

c:\corr\replpart.ord\mb

Introduced by:

1st Reading: /11 / 23/92  
2nd Reading: / /  
Effective Date: / /

ORDINANCE NO. 1992 - 43

TECHNICAL CORRECTION TO RECYCLING IN MULTI-FAMILY DWELLINGS  
ORDINANCE

WHEREAS, Ordinance No. 1992-38 established requirements for the development of recycling programs in multi-family buildings in the City of Takoma Park; AND

WHEREAS, Ordinance No. 1992-38 amended Chapter 6, Article 7 of the City Code; AND

WHEREAS, due to an error in second reading preparation, Ordinance 1992-38 referenced and amended incorrect section numbers in Chapter 6, Article 7; AND

WHEREAS, the City Council wishes to correct the error in Ordinance No. 1992-38.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND.

SECTION 1. Chapter 6 (Housing), Article 7 (Landlord-Tenant Relations), Section 6-81 Obligations of Tenants and Landlords of the Code of the City of Takoma Park is amended as follows:

[Section 6-80.7.] Section 6-81 (a). Obligation of tenants.

\* \* \* \* \*

[(b)] (2) Dispos[e]ing [from the dwelling unit] all rubbish, garbage, recyclables as required by Chapter 10, Article 3, Section 10-21, and other organic and flammable waste from the rental facility in a clean and sanitary manner.

\* \* \* \* \*

[Section 6-80.7.] Section 6-81 (b). Obligations of landlords.

\* \* \* \* \*

[(a)(5)] (4) Providing and maintaining appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and recyclables as required by Chapter 10, Article 3, Section 10-21 and arranging for the frequent removal of such materials.

\* \* \* \* \*



SECTION 2. Effective Date.

This Ordinance shall be effective retroactive to October 26, 1992, the effective date of Ordinance No. 1992-38 which is being corrected by this Ordinance.

Note:

1. underlined means language added to Chapter 6, Article 7 of the Takoma Park Code, as it was enacted by Ordinance No. 1992-38.
2. [brackets] means language deleted from Chapter 6, Article 7 of the Takoma Park Code, as it was enacted by Ordinance No. 1992-38.
3. \* \* \* denotes language in the Takoma Park Code that has not been reproduced in this Ordinance.

Adopted this \_\_ day of \_\_\_, 1992 by roll call vote as follows:

AYES:

NAYS:

ABSTAINED:

ABSENT:

Introduced by: Councilmember Prensky  
(Drafted by: P. Jewell)

RESOLUTION #1992-95

ADOPTING THE SEPTEMBER 1992 NUCLEAR FREE AMERICA LISTING OF  
PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS

WHEREAS, Ordinance #2700, adopted on 12/12/83, established the City of Takoma Park as a nuclear-free zone as set forth in the Nuclear-Free Zone (NFZ) Act; AND

WHEREAS, the NFZ Act prohibits the purchase of goods and services from producers of nuclear weapons; AND

WHEREAS, Section 8A-6(e) of the NFZ Act requires the City Council to establish and publish a list of nuclear weapons' producers to guide the City, its officials, employees, and agents in the procurement of goods and services for the City; AND

WHEREAS, Nuclear Free America has provided the City with a listing of companies that are U.S. Departments of Defense and Energy nuclear weapons contractors for fiscal year 1991.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT the Nuclear Free America list of "Parent Companies of U.S. Departments of Defense and Energy Nuclear Weapons Contractors", dated September 8, 1992, is hereby adopted; AND

BE IT FURTHER RESOLVED THAT the list attached hereto, is considered to be part of this Resolution.

Dated this 23rd day of November, 1992

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
3 DBM ELECTRONIC CORP.	34
3W INTERFACE CORPORATION	159
A & A MANUFACTURING CO INC	47
A & E INDUSTRIES INC	1176
A & M INSTRUMENT INC	27
A B A INDUSTRIES INC	1325
A C R INDUSTRIES INC	102
A D E MANUFACTURING CORP	29
A F B SYSTEMS INC	181
A G C INC	2878
A L E SYSTEMS INCORPORATED	407
A R T I	32
A T C INDUSTRIES INC	199
A-1 SCALE SERVICE INC	34
AA GAGE INC	46
AAC ASSOCIATES INC	1765
AAI CORP.	50320
AAR CORP.	5376
ABACUS CONTROLS INC	62
ABLE CORPORATION	546
ABRAMS INSTRUMENT CORPORATION	218
ABRASIVE BLAST SYSTEMS	28
ABRASIVE-TOOL CORP	45
AC INC	419
ACCESS RESEARCH CORP.	4092
ACCURATE BUSHING CO INC	180
ACCURATE THREADED PRODUCTS CO	402
ACE GRINDING CO	124
ACL TECHNOLOGIES	304
ACME REPAIR SERVICE CO INC	221
ACME URDC, INC.	433
ACQUISITION DYNAMICS INC	3804
ACUREX CORP.	746
ADAMS RUSSELL CO., INC.	1545
ADEENA CORP.	238
ADVANCE DEVELOPMENT & MFG	310
ADVANCE INCORPORATED	625

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ADVANCED CONVERSION TECHNOLOGY	27
ADVANCED SEAL TECHNOLOGY	36
ADVANCED TECHNICAL CORPORATION	36
AEL INDUSTRIES, INC.	7291
AEPCO, INC.	3152
AERO COMM MACHINING	83
AERO COMPONENTS CO.	174
AERO ENGINEERING & MFG CO CAL	437
AERO GEAR INC	538
AERO METAL FORMS INC	303
AERO SUPPORT, INC.	1243
AERO SYSTEMS ENGINEERING INC	133
AERO TECH UNITED CORP	629
AERO TURBINE INC	556
AEROL COMPANY, INC.	119
AEROMECH INDUSTRIES INC	43
AEROMETALS INC	286
AERONAUTICAL INSTR & RADIO CO.	34
AEROSAFE INTERNATIONAL INC	92
AEROSONIC CORPORATION	227
AEROSPACE AMERICA INC	32
AEROSPACE AVIONICS INC	1437
AEROSPACE ENGINE PARTS GROUP	28
AEROSPACE ENGRG & SUPPORT	3133
AEROSPACE LOGISTICS FLA INC	469
AEROSPACE SWAGING AND MFG CO	51
AEROSTRUCTURES INC	9315
AEROVIRONMENT, INC.	592
AGGRESSIVE INDUSTRIES INC	112
AIL SYSTEMS INC	139
AIR CRUISERS COMPANY INC	127
AIR DRY CORP OF AMERICA INC	78
AIR GROUND EQUIPMENT SALES INC	2397
AIR INDUSTRIES CORPORATION	74
AIR LOCK INCORPORATED	32
AIR-MAZE CORPORATION	36
AIRCRAFT BRAKING SYSTEMS CORP	8083
AIRCRAFT DYNAMICS CORPORATION	95
AIRCRAFT ENGINEERING PRODUCTS	91

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
AIRCRAFT INSTRUMENTS CO INC	29
AIRCRAFT POROUS MEDIA EUR LTD	27
AIRCRAFT POROUS MEDIA INC	1253
AIRCRAFT PRECISION PRODUCTS	25
AIREX RUBBER PRODUCTS CORP	64
AIRFLYTE ELECTRONICS COMPANY	55
AIRPATH INSTRUMENT COMPANY	47
AIRTRONICS	96
AIW-ALTON IRON WORKS, INC.	3049
AKON INC	98
ALAMO AIRCRAFT SUPPLY INC	1089
ALAR PRODUCTS INC	917
ALFAB INC	25
ALGONQUIN PARTS INC	437
ALL TOOLS INC	141
ALLEN AIRCRAFT PRODUCTS INC	51
ALLIANT TECHSYSTEMS, INC.	2447
ALLIED INTERNATIONAL CORP	193
ALLIED PRECISION PRODUCTS INC	83
ALLIED-SIGNAL INC.	452627
ALLIED-SIGNAL, INC.	144405
ALLOYTEK INC	2192
ALLTEL CORP.	146
ALPHA TECHNICAL SERVICES INC	44
ALPINE INDUSTRIES	165
ALRO MACHINE TOOL & DIE CO	68
ALSON MANUFACTURING INC	1159
AMA TECHNOLOGIES, INC.	1574
AMATEX CORPORATION	74
AMBEL PRECISION MFG CORP	769
AMCAN INSTRUMENTS INC	34
AMERACE CORP.	254
AMERICAN COMPUTER RESEARCH INC	63
AMERICAN CYANIMID CO.	54
AMERICAN ELECTRONICS, INC.	1078
AMERICAN FUEL CELL CTD FABRICS	238
AMERICAN JET ENGINE CO INC	48
AMERICAN LIGHTWAVE SYSTEM	45
AMERICAN PRECISION INDUSTRIES	39

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
AMERICAN SAFETY FLIGHT SYSTEMS	267
AMERICAN SYSTEMS CORP.	2234
AMERIND INCORPORATED	1505
AMETEK, INC.	7829
AMP, INC.	85
AMPLICA INC	722
AMS, INC.	901
AMSTAR CORP.	919
ANADAC, INC.	5388
ANALYSIS & TECHNOLOGY, INC.	4309
ANALYTIC SCIENCES CORP.	3215
ANAREN MICROWAVE INC	370
ANDREA RADIO CORPORATION	214
ANTEX ELECTRONICS CORP	62
APACHE ENTERPRISES INC	26
APEX GROUP, INC.	320
APEX MANUFACTURING CO.	267
APPLIED MOTION TECHNOLOGY	1307
APPLIED SYSTEMS RESEARCH INC	81
ARC MACHINES INC	138
ARC SYSTEMS INC	89
ARETA FARRELL	121
ARGENCORD MACHINE CORP	158
ARGO TECH CORPORATION	1494
ARINC, INC.	1294
ARKANA CAPITAL CORP	69
ARKHON CORPORATION	162
ARKWIN INDUSTRIES INC	968
ARMTEC INDUSTRIES	1108
ARNOLT CORPORATION	1105
ARRO ENGINEERING CORPORATION	26
ARROW GEAR COMPANY	90
ARROWHEAD INDUSTRIES	232
ARVIN INDUSTRIES	1783
ASHLAND OIL, INC.	1817
ASHLEY H & J CO INC THE	100
ASHLEY MACHINE & TOOL CO	53

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ASSOCIATED AEROSPACE ACTIVITIES	765
ASSOCIATED AIRCRAFT MFG & SLS	500
ASSOCIATED COMPANY INC	130
ASSOCIATED RESEARCH INC	39
ASSOCIATED SPRING	64
ASTRO INSTRUMENT CORP	70
ASTRONAUTICS CORP. OF AMERICA	148431
ASTRONICS CORP.	500
ASTROSYSTEMS INC	4235
AT&T	1324193
ATCKISON R E CO INC	232
ATLANTIC AVIATION CORP.	179
ATLANTIC B C INC	958
ATLANTIC MICROWAVE CORPORATION	62
ATLANTIC RICHFIELD CO.	49
ATLAS AERO CORP.	169
ATM CORP.	159
ATMOSPHERIC INSTRUMENTATN RES	41
AUTO VALVE INC	54
AUTO-TROL TECHNOLOGY	98
AVANTEK INC	859
AVIATION PRODUCT SUPPORT INC	81
AVIBANK MFG INC	246
AVION INSTRUMENT & REPAIR	149
AVIONICS & SEAONICS INTL	72
AVONDALE INDUSTRIES, INC.	5670
AYDIN CORP.	28
B & B DEVICES, INC.	78
B & D INSTRUMENTS & AVIONICS	59
B & E MACHINE SP & SHTMTL FAB	237
B & E TOOL CO INC	64
B & F MACHINE COMPANY INC	282
B & R INTERNATIONAL INC	92
B & R MACHINE & TOOL CORP	73
B F M AEROSPACE CORP	2980
B H AIRCRAFT COMPANY INC	952
B-C-D METAL PRODUCTS INC	90
BACHAN CORPORATION	1748
BADGER METER, INC.	37
BAHR MACHINE CO	220

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
BAILEY H N & ASSOCIATES	401
BAKER, MARTIN AIRCRAFT CO INC	165
BALBOA PATTERNS	28
BALDWIN-GREEN INC	40
BALL, INC.	1726
BANDY G W INC	27
BANKS-DORGAN COMPANY	55
BARBER-COLMAN CO.	1299
BARDEN CORP.	407
BARLOW METAL STAMPING CO INC	26
BARNES GROUP, INC.	327
BARRIDON CORPORATION	113
BARRY WRIGHT CORP.	269
BASIC RUBBER AND PLASTIC CO	182
BATTELLE MEMORIAL INSTITUTE	5187
BAY CITY MARINE, INC.	1237
BAY CITY SHOVELS INC	641
BDS INC	104
BE CU MANUFACTURING CO INC	26
BEACON GROUP INC	233
BEACON INDUSTRIES INC	85
BEARING DISTRIBUTORS, INC.	25
BEARING INSPECTION INC	412
BEC MACHINE PRODUCTS INC	44
BECHTEL GROUP, INC.	43
BECOR WESTERN, INC.	324
BELL INDUSTRIES	318
BEMSCO INC	6
BEOWULF CONNECTOR & CABLE CORP	28
BERGEN CABLE TECHNOLOGIES INC	75
BERKSHIRE INDUSTRIES INC	23
BERKSHIRE MANUFACTURED PDTS	231
BERTOT INDUSTRIES INC	133
BEST FOAM FABRICATORS, INC.	4270
BET SHEMESH ENGINES LTD	197
BETATRONIX INC	29
BETHLEHEM STEEL CORP.	43
BICOASTAL CORP.	7044
BIRG ENGINEERING-RESEARCH ASS	780
BIRKEN MANUFACTURING CO.	835



PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent company	Amount (x\$1,000)
BLACK & DECKER	12859
BOEING CO.	344381
BOLLINGER MACHINE SHOP SHIPYRD	142
BORG-WARNER CORP.	631
BORTIS MACHINE SHOP	101
BOURNS, INC.	3996
BOWEN MACHINE PRODUCTS INC	199
BOWMAR INSTRUMENT CORP.	211
BRADLEY THOMPSON TOOL COMPANY	302
BRASWELL SHIPYARDS INC	5206
BREEZE CORPORATION	351
BRENTEC	170
BRIESSAL TECHNOLOGY GROUP, INC	0
BRIGGS INCORPORATED	66
BRILES PAUL R INC	113
BRISTOL INDUSTRIES	283
BRITISH AEROSPACE P.L.C.	52267
BROWN DAYTON T INC	41
BRUDER INDUSTRY	212
BRUNSON INSTRUMENT COMPANY	67
BRUNSWICK CORP.	2280
BURLE INDUSTRIES, INC.	61
BUSS SYSTEMS INCORPORATED	32
BUTKIN PRECISION MFG CORP.	282
C & F INDUSTRIES INC	71
C & H ENGINEERING INC	1181
C & H HYDRAULICS	76
C A A P CO INC	73
C A E INDUSTRIES LTD	68365
C A I DIV OF RECON OPTICAL	458
C E R CORPORATION	2605
C JS GENERAL MACHINE WORKS	416
C P INDUSTRIES INC	209
C T T INC	160
CABLE & COMPUTER TECHNOLOGY	38
CABLECRAFT INC	65
CAGAS PRECISION & RESEARCH	100
CAL TRON SYSTEMS INC	483
CAL WEST FAB INC	149
CALIFORNIA AERO DYNAMICS CORP	225
CALIFORNIA PLASTECK INC	40
CALIFORNIA, UNIVERSITY OF	2198396
CAM TECH MANUFACTURING CO	66

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
CAN-AM INDUSTRIES INC	201
CANADIAN COMMERCIAL CORP.	33797
CANADIAN PACIFIC LTD	112
CAPE TOOL & DIE INC	179
CAPITAL ENGINEERING & MFG CO*	46
CARDION ELECTRONICS INC	8646
CARLETON CONTROLS CORPORATION	191
CARLETON TECHNOLOGIES INC	186
CARLEY INC	218
CARLISLE GROUP	6588
CARRINO & SONS	73
CARTER J C CO., INC.	858
CCB INDUSTRIES INC	61
CDI CORP.	43
CDM INC	120
CELCO	55
CELERITEK INC	134
CEN TEX AERO	101
CENTRAL OZARK MACHINE SHOP	33
CENTRAL UTAH TOOL	256
CENTROID INC	577
CERADYNE INC	112
CERTIFIED SLINGS INC	75
CESTROUZIONI AERONAUTICHE GIOV	150
CHAMPION COMPANY THE	343
CHAMPION SPARK PLUG COMPANY	750
CHAPARRAL MFG CO	54
CHARLES STARK DRAPER LABS	39233
CHEM-FAB CORPORATION	165
CHEM-NUCLEAR SYSTEMS, INC.	715
CHEN INDUSTRIES INC	138
CHEROKEE NATION INDUSTRIES INC	35
CHRISTOPHER TL & MFG COMPANY	186
CHRYSLER CORP.	9650
CINCINNATI MILACRON-HEALD CORP	46
CLARKE G M DIESEL INC	1510
CLEVELAND PNEUMATIC CO.	1920
COATING SPECIALTIES INC	42
CODAR TECHNOLOGY INCORPORATED	15437
COHU, INC.	54
COLLINS G L CORPORATION	201
COLT INDUSTRIES, INC.	4486
COLUMBIA MANUFACTURING INC	149

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
COLUMBIA RESEARCH LABORATORIES	282
COLUMBUS JACK CORPORATION	757
COMAR INDUSTRIES INC	1988
COMPAIR INC	120
COMPOSITE PRODUCTS INTL	288
COMPRHENSIVE TECHNOLOGIES INTL	1916
COMPTek RESEARCH INC	2076
COMPUTER CROSSROADS OF AMER	292
COMPUTER ENGINEERING ASSOC	65
COMPUTER SCIENCES CORP.	12801
COMPUTER SCIENCES/RAYTHEON JV	105610
COMPUTER SYSTEMS & SOFTWARE	94
CONAX BUFFALO CORPORATION	137
CONAX CORP.	54
CONDOR PACIFIC INDUSTRIES INC	325
CONNECTICUT TOOL & MFG CO	80
CONSOLIDATED INDUSTRIES, INC.	58
CONTAINER CORP. OF AMERICA	77
CONTAINER MACHINERY INC	141
CONTAINER RESEARCH CORPORATION	446
CONTEL CORP.	357
CONTINENTAL MARITIME INDUSTS	23329
CONTRACT SERVICE TOOLS INC	223
CONTROL DATA CORP.	3726
CONTROL DISPLAYS INC	31
CONTROLEX CORP OF AMERICA	180
COOPER INDUSTRIES, INC.	89
CORRY INDUSTRIES INC	209
COUGAR ELECTRONICS CORPORATION	36
COX & COMPANY INC	643
CRAFT-TECH MANUFACTURING	364
CRAIG SYSTEMS CORPORATION	1960
CRANE CO., INC.	2566
CREATIVE ELECTRIC INC	397
CRISSAIR, INC.	36
CROWLEY MARITIME CORP.	123
CRYSTAL MACHINE & DIE CORP	29
CTA, INC.	972
CUBIC CORP.	4806
CUMMINS ENGINE CO., INC.	4090
CUMMINS MICHIGAN INC	1121

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
CUNICO CORP	89
CUNNINGHAM MARINE HYDRAULICS	27
CUNO, INC.	32
CURTIN MATHESON SCIENTIFIC CO.	71
CURTISS-WRIGHT CORP.	22076
CUSTOM MACHINE WORKS SAN JOSE	103
CYCLONE AVIATION PRODUCTS LIMI	3551
CYLECTRON CORPORATION	37
D & A ELECTRONICS MFG	176
D & D MACHINERY & SALES, INC.	333
D & D TOOL CO INC	44
D C X INC	268
D F CORPORATION	566
D F P MANUFACTURING CORP	51
D X I INC	68
DAEDALEAN INC	4230
DAEDALUS RESEARCH INC	499
DAIDO KOGYO CO LTD	32
DANA CORP.	5918
DANIELS MANUFACTURING CORP	143
DANVILLE METAL STAMPING CO.	4014
DARLING R E CO INC	190
DATA GENERAL CORP.	1200
DATA I & O CORPORATION	119
DATAGATE INC	204
DATAMETRICS CORPORATION	61
DATRON, INC.	1156
DAYTON-GRANGER, INC.	47
DEAN MACHINE PRODUCTS INC	72
DELAWARE CUSTOM MATERIAL INC	196
DELEX SYSTEMS, INC.	1415
DELL COMPUTER CORPORATION	185
DELL MANUFACTURING CO INC	238
DELTA HI TECH	60
DELTA INDUSTRIES	9918
DELTA LIGHTING CORPORATION	36
DELTA MACHINE & TOOL COMPANY	109
DELTA PRODUCTS CORPORATION	38
DEMUSZ MANUFACTURING CO INC	227
DEREKTOR ROBERT E, INC.	4804
DETYENS SHIPYARDS INC	2530
DEUTSCH COMPANY THE	144
DEUTSCH ELEC CMPNNTS DIVISION	85

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
DEVAR INC	28
DEXTER TOOL CO INC	1129
DIAGNOSTIC/RETRIEVAL SYSTEMS	1044
DIGITAL EQUIPMENT CORP.	2565
DISCOVERY CORP	44
DIXON D K & CO INC	2632
DLI ENGINEERING CORPORATION	26
DONALD CLARK ASSOCIATES	806
DONALDSON COMPANY INC	313
DONCO INDUSTRIES INC	1017
DORNE & MARGOLIN INC	3640
DOUBLE S MANUFACTURING	68
DOVER CORP.	2235
DOWTY AEROSPACE CORP.	2
DOWTY DECOTO INC	1538
DOWTY ELECTRONICS	29
DOWTY EXPORTS LTD	2459
DOWTY FUEL SYSTEMS LTD	494
DPA LABS INC	4007
DPER CORPORATION	37
DU HADAWAY TOOL & DIE SHOP	185
DUDERSTADT SURVEYORS SUPPLY	38
DUFF NORTON COMPANY INC	32
DULOND TOOL & ENGINEERING INC	65
DUN & BRADSTREET CORP.	161
DUNCAN MODELS	44
DUNDICS ENTERPRISES INC	85
DUNLOP AVIATION, INC.	430
DUNLOP LTD	3746
DUNRITE TOOL & DIE CO INC	171
DURO SENS CORP	29
DYNAMIC AIR ENGINEERING INC	279
DYNAMIC CONTROLS CORP.	10025
DYNAMIC FLIGHT STRUCTURES INC	3615
DYNAMIC METAL PRODUCTS COMPANY	351
DYNAMICS RESEARCH CORP.	8183
DYNCORP	4718
E & S MARINE SERVICE INC	263
E C CORP.	-27
E C TECHNOLOGIES INC	847

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
E G & G, INC.	20783
E I ELECTRONICS INC	26
E M C CORP.	621
E S I ELECTRONICS CORP	118
E-SYSTEMS, INC.	7490
EAGLE-PICHER INDUSTRIES, INC.	271
EARL INDUSTRIES, INC.	249
EAST/WEST INDUSTRIES INC	272
EASTERN AIR DEVICES	49
EASTERN MICROWAVE CORP.	61
EASTERN SPECIALTIES COMPANY*	45
EASTMAN KODAK CO.	86
EATON CORP.	144704
ECC INTERNATIONAL CORP	5454
ECOLOCHEM INC	31
ECONOMICS TECHNOLOGY ASSOC	1326
EDAC TECHNOLOGIES CORPORATION	370
EDDOT CORP	36
EDEL-BROWN TOOL & DIE CO INC	1284
EDISON INTERNATIONAL INC	345
EDO CORP.	7011
EG&G	2069752
EHRENPREIS DAVID B	207
EIDETICS INTERNATIONAL INC	316
EILERS MACHINE & WELDING	75
ELBIT COMPUTERS LTD	3026
ELDEC CORPORATION	2290
ELECTRALL TOOL & DIE INC	80
ELECTRO ARC MANUFACTURING CO	65
ELECTRO IMPULSE LABORATORY	69
ELECTRO-METHODS, INC.	12412
ELECTRO-MINIATURES CORP	504
ELECTRO-RADIATION INC	403
ELECTRODYNAMICS INC	57
ELECTRODYNE SYSTEMS CORP	260
ELECTROMAGNETIC SCIENCES INC	138
ELGAR ELECTRONICS CORPORATION	373
ELLANEF MFG CORP	53
ELLISON ENGINEERING CO	296
EMCO FLUID SYSTEMS INC	254
EMERSON ELECTRIC CO.	38966
EMPIRE MANUFACTURING COMPANY	227
EMW INC	117
ENERGY CONTAINER CORP.	30

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ENGINEERED AIR SYSTEMS, INC.	3263
ENGINEERED FABRICS CORP	4607
ENGINEERED MODELS CORPORATION	32
ENGINEERING & ECONOMICS RSRCH	540
ENGINETICS CORPORATION	64
ENGRAVING EMPORIUM	47
ENSERCH CORP.	34
ENTRON INC DEL	68
ENTWISTLE CO.	473
ENVIRONMENTAL TECTONICS CORP	3480
EPSCO, INC.	315
EQUIPMENT & SUPPLY, INC.	22
EQUITABLE ENGINEERING COMPANY	335
ERIE FORGE & STEEL INC	4720
ERIE MANUFACTURING CO*	998
ESM CORPORATION	37
ESSEX CORPORATION	35
ESSEX CRYOGENICS OF MISSOURI	5023
ESSEX INDUSTRIES, INC.	385
ESSEX SUPPORTABILITY SERVICES	220
ESSTAR HOLDINGS INC	370
EUR-PAC CORP	100
EVALUATION RESEARCH CORP	291
EVANS & SUTHERLAND COMPUTER	243
EXOTIC MATERIALS INC	98
F & B MANUFACTURING CO.	73
F E L CORPORATION	4814
F P I INC	132
FAB U TECH LTD	53
FABRICOM SA	123
FABRIQUE NATIONALE HERSTAL SA	11514
FACET ENTERPRISES, INC.	332
FAG BEARINGS CORPORATION	490
FAIRCHILD INDUSTRIES	12743
FAIREY ARLON INC	134
FALCON MANUFACTURING CORP	33
FANSTEEL INC	4377
FATIGUE TECHNOLOGY INC	660
FEPSCO INC	78
FERRANTI DEFENSE SYSTEMS INC	5097
FERRANTI SCIARY INC DEL	182
FERROTHERM COMPANY INC	2919

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
FERRULMATIC INC	3469
FIBER MATERIALS INC	947
FICHTEL & SACHS	474
FIFECO	38
FIGGIE INTERNATIONAL, INC.	52357
FISCHER MARINE REPAIR CORP	1547
FJM ASSOCIATES	100
FLAMECO ENGINEERING INC	2148
FLANAGAN BROTHERS INC	123
FLEETWOOD ELECTRONICS INC	80
FLEX-WELD INC	275
FLEXFAB INC	89
FLEXIBLE METAL HOSE CO.	32
FLEXONICS INC	28
FLIGHTLINE ELECTRONICS INC	79
FLIGHT SUPPORT INC	72
FLORIDA EAGLE INDUSTRIES INC	66
FLORIDA PRECISION SYSTEMS	27
FLOW GENERAL, INC.	35
FLUID POWER INC	353
FLUKE JOHN F MFG CO., INC.	256
FLUOROCARBON CO.	625
FMC CORP.	17970
FN MOTEURS	826
FOLSOM H A & ASSOCIATES INC	54
FONTAL CONTROLS INC	62
FORD H J	5815
FORSTMANN, LITTLE & CO.	23485
FORT WAYNE TRUCK PARTS & EQP	1076
FORTNER ENGINEERING & MFG	84
FOXBORO COMPANY	296
FRACCARO INDUSTRIES INC	322
FRANKLIN INSTRUMENT CO INC	41
FRAZIER AVIATION INC	34
FREDERICKS J F TOOL CO INC	69
FRIEDRICH TIEMANN GMBH & CO	667
FRONTIER ENGINEERING INC	368
FROSS INDUSTRIES INC	53
FUEL SYSTEMS TEXTRON INC	10629
FUJI SHOKO CO LTD	70
FULLARTON INDUSTRIES	32
FUTURECRAFT CORPORATION	27
G & R SALVATORI	150



PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
G A TECHNOLOGIES, INC.	5147
G K S INC	201
G MARINE DIESEL CORP	1411
G. HEILEMAN BREWING CO., INC.	414
GALAXY AIRCRAFT PARTS INC	34
GALAXY MICROSYSTEMS INC	49
GALVAN INDUSTRIES INC	37
GAM RAD INC	45
GAMMA ENGINEERING INC	35
GARSITE PRODUCTS INC	192
GARVEYS MODEL SHOP, INC.	276
GATEWAY CABLE CO	42
GAYSTON CORPORATION	110
GENCORP, INC.	50197
GENERAL DYNAMICS CORP.	5375472
GENERAL ELECTRIC CO.	424837
GENERAL ELECTRIC CO. P.L.C.	25675
GENERAL ELECTRIC COMPANY	1874856
GENERAL ELECTRODYNAMICS CORP	3385
GENERAL MICROWAVE CORPORATION	385
GENERAL MOTORS CORP.	375550
GENERAL NUCLEONICS INC	930
GENERAL RELIANCE CORPORATION	187
GENERAL SHIP CORP.	11264
GENERAL SIGNAL CORP.	94
GENERATOR SYSTEMS INC	32
GENISCO TECHNOLOGY CORP.	42
GENTEX CORP.	817
GEORGIA INSTITUTE OF TECH	1353
GIBBONS-GREEN-VAN AMERONGEN CO	868761
GIBBS & COX, INC.	7980
GIBRALTAR SPROCKET CO.	484
GIMPEL CORPORATION	54
GIORDANO ASSOCIATES INC	3966
GLENAIR, INC.	62
GLOBE ENGINEERING COMPANY INC	126
GONZALEZ DESIGN ENGRG COMPANY	210
GOODMAN BALL INC	185
GOODRICH B F COMPANY THE	6079
GOODYEAR TIRE & RUBBER CO.	12385

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
GORE W L & ASSOCIATES, INC.	40
GOULD & GRANITE STATE (JV)	340
GOULD, INC.	1571
GRAIN VALLEY TOOL MFG CO	477
GRAND MESA MACHINE	50
GRANITE STATE MACHINE COMPANY	26
GRAPHIC CONTROLS CORP.	615
GRAY J S CO INC	26
GRAYTECH INC	29
GREENE TWEED & CO INC	45
GRID SYSTEMS CORP.	72
GRIFFITH ENTERPRISES INC	119
GRINDLEY MANUFACTURING INC	51
GRONE VALVE REGULATOR CO	58
GROS-ITE INDUSTRIES INC	492
GROUPE BULL	403
GRUMMAN CORP.	311275
GSE DYNAMICS INC	42
GTE CORP.	43588
GTSI	346
GULTON INDUSTRIES, INC.	322
GUNVER MANUFACTURING CO.	11146
H & R PARTS CO	25
H & R PARTS CO INC	32
H A C CORPORATION	1341
H B INDUSTRIES INC	41
H D L RESEARCH LAB INC	48
H L S INDUSTRIES INC	52
H T L INDUSTRIES INC	519
HALCYON MICROELECTRONICS INC	255
HALEAR INC	45
HALIFAX ENGINEERING INC	288
HALLE & STIEGLITZ, INC.	3970
HAMILTON ASSOC INC AIR TECH	148
HAMILTON PRCSION ASSEMBLY SVCS	304
HAMILTON STANDARD ELECTRONICS	12625
HANDY TOOL & MFG CO INC	135
HANSON P.L.C.	412
HARCO LABORATORIES INC	689
HARDIGG INDUSTRIES INC	173
HARRIS CORP.	5322

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
HARRIS ENVIRONMENTAL SYSTEMS	52
HARRIS SEMI	33
HARSCO CORP.	162748
HART PRECISION PRODUCTS INC	96
HARTER CORP.	150
HARTFORD TOOL & DIE CO INC	147
HASKEL INC	440
HASKON CORP	114
HAWKER PACIFIC INC	566
HEBCO INC	1278
HEEREN CO*	77
HEICO CORPORATION	496
HELLENIC AEROSPACE INDUSTRIES	201
HELM INTL	61
HENDERSON SALES & SERVICE INC	76
HENLEY GROUP	8196
HENSON P.L.C.	28
HERCO AIRCRAFT MACHINE INC	26
HERCULES, INC.	88749
HERLEY MICROWAVE SYSTEMS, INC	838
HERNANDEZ ENGR	786
HEROUX INC	347
HEWLETT-PACKARD CO.	16442
HI-SHEAR INDUSTRIES CORP.	3412
HI-SHEAR TECHNOLOGY CORP	45
HI-SPEED MACHINE PRODUCTS CORP	38
HILTRONICS CORP	35
HITCO	228
HOEFNER CORPORATION	28
HONSEI KOGYO CO LTD	134
HONEYCOMB CO OF AMERICA	697
HONEYWELL, INC.	83972
HOOVER ELECTRIC COMPANY INC	37
HOTSY CORPORATION	34
HOWDEN COLONEY INC	152
HOWDEN GROUP AMERICA	197
HOWELL INSTRUMENTS INC	168
HOWMET CORPORATION	1182
HUESTON INDUSTRIES INC	81
HUGHES-TREITLER MFG CORP	1175
HY SCAN CORPORATION INC	49
HYCO PRECISION INC	30

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NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
HYDRAULICS INTERNATIONAL, INC.	80
HYDRO FITTING MFG CORP	178
HYDRO-MILL CO	169
HYDROMACH INC	38
I M C MAGNETICS CORP.	37
I-NET INC.	3783
IBERIA FABRICATORS INC	82
IBM CORP.	242224
IKEDA KOGYO CO LTD	134
IMAC SYSTEMS INC	87
IMC MAGNETICS CORP	206
IMCO INDUSTRIES LTD	48
IMPERIAL CLEVITE, INC.	48
INCH MACHINE TOOLS INC	66
INDIAN BAR CO INC	692
INDUSTRIAL ELECTRONIC ENGINEERS	75
INDUSTRIAL MECHANICAL, INC	37
INDUSTRIAL POWER SALES INC	28
INFORMATION SPECTRUM INC	201
INFOTEC DEVELOPMENT INC	1089
INGERSOLL-RAND CO.	1049
INNOVATIVE SOLUTIONS & SUPPORT	450
INRAD INC	145
INSCOM ELECTRONICS CORP	206
INSPIRNETICS	38
INSTRUMENT CONTROL SERVICE	235
INSTRUMENT SALES & SERVICES CO	37
INSTRUMENT SYSTEMS CORP.	4926
INSTRUMENT TECH CORP	40
INTEGRATED LOGISTICS INTL	2064
INTEGRATED SYSTEMS ANALYSTS	4153
INTERLOG INC	1024
INTERNATIONAL ENTERPRISES INC	6192
INTERNATIONAL PRECISION INC	189
INTERNTNAL ARSPACE TCHNOLOGIES	111
INTERTURBINE CORPORATION	1847
INTL TECHNOLOGY CORP.	38
ISC GROUP, INC.	1896
ISCAR BLADES LTD	938
ISHIKAWAJIMA HARIMA HEAVY INDU	1128
ISLAND COMPONENTS INC	91

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ISRAEL MILITARY INDUSTRIES	21379
ITO IRON WORKS & SHIPBUILDING	32
ITT CORP.	97073
J & M PRECISION PRODUCTS INC	39
J & W MACHINE INC	249
J J INDUSTRIES INC	50
J M NEY COMPANY	50
J M T MACHINE COMPANY INC	32
J R ENGINEERING CORP	242
J S ENGINEERING INC	30
J T P RADIATION INC	327
JAPAN AIRCRAFT MFG CO LTD	775
JAPAN OCEAN ENGINEERING CO	318
JAYEM AEROSPACE CORPORATION	50
JET ELECTRONICS & TECHNOLOGY	5142
JET ENGINE SUPPLY CO	25
JET INDUSTRIES INC	93
JET STREAM OF HOUSTON INC	40
JM CLIPPER CORPORATION	53
JO KELL INC	107
JO-BAR MANUFACTURING CORP	162
JOHN CRANE INC	33
JOHN J. MCMULLEN ASSOCIATES, I	8785
JOHNSON CONTROLS, INC.	85620
JOHNSON JOHN COMPANY THE	112
JONATHAN CORP.	390
JOSLYN DEFENSE SYSTEMS INC	487
JOY TECHNOLOGIES INC	359
K B TOOLING & MFG CO	606
K H S CORP	27
KAISER MACHINE SERVICE INC	95
KAISERTECH, LTD.	58480
KAMAN CORP.	12743
KASTLE SYSTEMS INC	30
KAVLICO CORPORATION	45
KAY & ASSOCIATES, INC.	469
KAYDON CORP.	1337
KAYDON RING & SEAL INC	377
KDT INDUSTRIES INC	32
KEARFLEX ENGINEERING COMPANY	99
KEDDEG COMPANY THE	32

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
KELL-STROM TOOL CO INC	102
KELSEY-HAYES COMPANY	1547
KENT ASSOCIATES INC	65
KENWORTH SALES COMPANY INC	2120
KERNEY SHIP REPAIR INC	138
KERNS MFG CORP	578
KEVLIN MICROWAVE CORPORATION	122
KEYSTONE INTERNATIONAL, INC.	171
KING J O INCORPORATED	26
KING NUTRONICS CORPORATION	33
KIRHHAN INDUSTRIES	76
KIRKHILL RUBBER COMPANY	62
KIRKPATRICK CRAIG G INC	449
KITCO INC	404
KOELLING UNIVERSAL DRIVES INC	26
KOLLMORGEN CORP.	365
KOMWAVE CORP	103
KOREAN AIR LINES CO. LTD	2346
KORRY ELECTRONICS CO.	73
KOSKI MANUFACTURING CO.	144
KRATZ-WILDE MACHINE CO INC	31
KREISLER INDUSTRIAL CORP	370
KULITE SEMI-CONDUCTOR PRODUCTS	78
L & L ENGINEERING CO INC	77
L & S AEROTECH, INC.	575
L GARDE INC	33
L M & E CO INC	26
L T A & ASSOCIATES	26
LA BARGE INC	37
LAMAR ELECTRO-AIR CORPORATION	248
LAMBDA SIGNATICS INC	444
LAND SEA AIR MACHINED PDTS	70
LANE INTERNATIONAL	259
LAUMANN MANUFACTURING CORP	832
LAURSTAN INCORPORATED	60
LEACH CORP.	84
LEAR ROMEC CORP.	516
LEARJET CORP.	470
LEATHERWOOD ELECTRONICS & MFG	121
LEE COMPANY THE	172

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
LEEB NACHF	560
LEEDS & NORTHROP CO.	58
LEHNER SCREW MACHINE COMPANY	75
LEISURE TIME PRODUCTS	189
LELAND AES INC	680
LELAND ELECTROSYSTEMS INC	8828
LENOX INSTRUMENT COMPANY INC	40
LESLIE CONTROLS INC	38
LEWAY STAMPING CO	47
LEWIS & SAUNDERS INC	64
LEWIS MACHINE CO THE	446
LEXAIR INC	1195
LEXICO ENTERPRISES INC	117
LIBERTY POLYGLAS INC	123
LIBRASCOPE CORP	620
LIFE CYCLE ENGINEERING INC	5169
LIGHTNING TECHNOLOGIES INC	50
LING ELECTRONICS INC	34
LIPS PROPELLERS INC	69
LISK G W COMPANY INC	27
LITTON INDUSTRIES, INC.	1060604
LLAMAS PLASTICS INC	1433
LOCKE MANUFACTURING CO INC	651
LOCKHEED CORP.	1284798
LOCTITE LUMINESCENT SYSTEMS	444
LOGICON, INC.	28209
LOGICS INC	534
LOGISTIC SERVICES INTL	1350
LOGIX CORP	62
LORAL CORP.	341719
LORD CORP.	438
LOUD ENGINEERING & MFG	63
LOWS ENTERPRISE INC	169
LPI INDUSTRIES	143
LPL INVESTMENT GROUP, INC.	76
LTV CORP.	491339
LUCAS AUL	20001
LUCAS INDUSTRIES	20728
LUNA AL MACHINE CO INC	68
M C AEROSPACE DIV	154

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
M E INDUSTRIES INC	52
M F SERVICES INC	26
M P C PRODUCTS CORP	77
M P D INC	642
M P R ASSOCIATES INC	300
M R C BEARINGS, INC.	1170
M W M SERVICES INC	37
M W MICROWAVE CORP	50
M/A COM, INC.	1398
MAC AULAY-BROWN INC	244
MACHINE CAST INC	62
MACK PLASTICS CORP	706
MAGNETEK, INC.	2978
MAJOR TOOL & MACHINE INC	60
MAKCO MFG CO	141
MALABAR HYDRAULICS CO	78
MAMCO MANUFACTURING CO INC	142
MANAGEMENT SYSTEMS APPLICATION	1208
MANAGEMENT SCIENCES APPLICATIONS	169
MANCELONA METAL PRODUCTS INC	84
MANEY AIRCRAFT INC	142
MANUFACTURING DEVELOPMENT INC	0
MANUFACTURING TECHNOLOGY INC	768
MARATHON MANUFACTURING CO	438
MARINE CONSTRUCTION & DESIGN	5835
MARINE ELECTRIC RAILWAY	77
MARLOC CORPORATION	66
MARTIN BAKER AIRCRAFT CO LTD	29263
MARTIN MAR/DIEHL/THMSN/THRN JV	106044
MARTIN MARIETTA CORP.	1940501
MARTIN MARIETTA/GRANITE ST JV	137
MARVEL ENGINEERING CO.	232
MASON & HANGER-SILAS MASON CO.	198821
MASON ELECTRIC CO., INC.	557
MASS SYSTEMS INC	919
MASTER RESEARCH & MFG	231
MATHEMATICAL ANALYSIS RESEARCH	311
MATRIX CORPORATION	39
MATT H. GONZALES	97
MAUREY INSTRUMENT CORP	41
MBB	477
MC CAY TOOL & ENGINEERING CO	65



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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
MC DONNELL DOUGLAS CORP.	3759151
MC GILL MANUFACTURING CO, INC	32
MC GUIRK ELECTRONICS CO INC	42
MC HAFFIE INC	98
MC LAUGHLIN RESEARCH CORP.	3661
MCCLAIN INTERNATIONAL INC	885
MCCULLOUGH AERO CO	29
MCF MACHINE CO INC	26
MCKAY AIRCRAFT	418
MECHANICAL TECHNOLOGY INC	117
MECO INC	64
MECTRON INDUSTRIES INC	402
MELSTROM MANUFACTURING CO INC	95
MEMCO INC	173
MERCER UNIVERSITY	2243
MERCURY AIRCRAFT INC	35
MERCURY PLASTICS	274
MERCURY TOOL & MACHINE CO INC.	67
MERRITT TOOL CO INC	222
METAL BELLOWS CORPORATION	51
METAL FORMS INDUSTRIES INC	32
METAL SPINNERS INC	31
METAL TRADES INC	4922
METRIC SYSTEMS CORP.	48
METRO MACHINE CORP.	58572
MICHELIN CORP.	8542
MICRO DYNAMICS LTD	304
MICRO MOVEMENTS LTD	232
MICRODOT, INC.	32
MICRODYNE CORP.	64
MICROLAB FXR	132
MICROLAN ENTERPRISES	76
MICROLITHICS CORP	6503
MICROPHASE CORPORATION	254
MICROPHASE SYSTEMS INC	128
MICROSOURCE INC	297
MICROWAVE DEVELOPMENT CO INC	97
MID AMERICA ENGRG & MFG CO.	243
MIDLANTIC STEEL CO INC	81
MIL-COM ELECTRONICS CORP	5

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
MIL-CRAFT MFG INC	520
MILITARY TRAINING MANTECH	1545
MILLER R A INDUSTRIES INC	76
MILLING PRECISION TOOL INC	3
MILLIPORE CORP.	54
MILTOPE CORP.	2252
MINNESOTA MINING & MFG CO.	589
MIRANDA	40
MISSILE SYSTEMS INC	197
MISSION RESEARCH CORP.	152
MITANI KOGYO CO LTD	50
mitsubishi corp.	222
MJD INNOVATIVE SYS INC	94
MOD-A-CAN INC	524
MODA MAGNETICS CORP	54
MODERN TECHNOLOGIES CORP	591
MODULAR DEVICES INC	198
MOELLER MFG COMPANY INC	165
MONITOR AEROSPACE CORPORATION	103
MONROE MACHINED PRODUCTS INC	108
MONSANTO CORP.	21000
MOODY D & CO INC	28
MOOG, INC.	3325
MORENO CARBIDE CO	87
MORRISON-KNUDSEN	192918
MORRISON-KNUDSEN CORP.	147071
MORTON GRINDING INC	290
MOTOROLA, INC.	6471
MOTOYAMA KANKOHJI CO LTD	47
MPC PRODUCTS CORP	400
MTA INC	825
MU-DEL ELECTRONICS INC	35
MULGREW AIRCRAFT COMPONENTS	247
MURRAY BENJAMIN ELECTRIC CO	49
MUTUAL TOOL & DIE INC	68
N H RESEARCH INCORPORATED	170
NASCO AVIATION CORP	605
NASH ENGINEERING CO.	168
NATIONAL AEROSPACE INC.	593
NATIONAL MACHINE CO	39
NATIONAL MOLDED PRODUCTS	33
NATIONAL SCREW PRODUCTS CO	57

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
NATIVE AMERICAN SERVICE ASSN	259
NAVCOM DEFENSE ELECTRONICS INC	9759
NEA LINDBERG A/S	819
NELL JOY INDUSTRIES INC	52
NELSON KAL AVIATION INC	43
NETAM INC	41
NETSUKEN KOGYO CO LTD	32
NETWORKS ELECTRONIC CORP	1344
NEW HAMPSHIRE BALL BEARINGS	6122
NEW YORK SHIPYARD CORP.	15282
NEWARK WIRE CLOTH CO	571
NEWPORT OFFSHORE LTD	1148
NISSHIN KOGYO CO LTD	64
NITE OPTICS INC	499
NIX MACHINE PRODUCTS	63
NOBLES INDUSTRIES INC	91
NOEL-SMYSER ENGINEERING CORP	155
NORCO INC	97
NORDAM	43
NORDISK ALUMINUM	1019
NORFOLK SHIPBUILDING DRYDOCK	78091
NORMALAIR GARRETT LTD	271
NORSAL INDUSTRIES INC	231
NORSK DATA N A INC	125
NORSK JETMOTOR	4676
NORTEK, INC.	137
NORTH ATLANTIC INDUSTRIES INC	27
NORTH BRIDGE FASTERNERS	32
NORTH BRIDGE INC	50
NORTHROP CORP.	465393
NORTHWEST MARINE IRON WORKS	8503
NOW ELECTRONICS INC	27
NUCLEAR METALS INC	147
NUCLEUS CORP.	341
NUMET MACHINING TECHNIQUES	237
NYE COUNTY DISTRICT	636
O I CORPORATION	83
OAK SWITCH SYSTEMS INC	232
OCEAN TECHNICAL SERVIC	119
OEA, INC.	4118
OECO CORPORATION	225

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
OFFICIANAS GERGIS DE MATERIAL	50
OGARA ASSOCIATES	34
OGMA	267
OLIN CORP.	30779
OLMSTED INSTRUMENT COMPANY	39
OLYMPUS CORP.	356
OMEGA INDUSTRIES INC	58
OMOHUNDRO CO	457
OMUTECH ODETICS INC	242
ONODI TOOL & ENGINEERING CO	328
ONTARIO AIR PARTS INC	176
ONTARIO CORPORATION	268
ONTIC ENGINEERING AND MFG	584
OPEN SYSTEM SCIENCES OF VA	35
OPPENHIMER PRECISION PRODUCTS	100
OPTIMAX INC	238
ORANGEVILLE MANUFACTURING CO	162
ORBIT ADVANCED TECH LTD	54
ORBITAL SCIENCES CORP.	2164
OREGON IRON WORKS, INC.	4419
ORGANIZATION SYSTEMS INC.	102
ORLOTRONICS CORPORATION	201
ORO VALVES INC	127
OROWAC INC	36
OSHKOSH TRUCK CORP.	55
OVONIC IMAGING SYSTEMS INC	885
OXWELL INC	121
OZONE IND INC	504
P A I CORP.	7590
P C C TECHNICAL INDUSTRIES INC	3002
P E PILKINGTON LTD	56
P J VALVES INC	124
P R B ASSOCIATES INC	198
P S MANUFACTURING INC	357
P T E INC	182
PABCOR INC	26
PACER SYSTEMS INC	845
PACIFIC ELECTRONIC ENTERPRISES	141
PACIFIC SCIENTIFIC CO.	2671
PACIFIC SHIP REPR FABRICATION	22103
PACIFIC VIDEO PRODUCTS INC	4433

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
PAINTER TOOL INC	56
PALISADES GEOPHYSICAL INST	3411
PALL CORP.	2231
PALMER MANUFACTURING CO INC	630
PAN AM CORP.	8900
PANEX INC	26
PARALLAX GRAPHICS INC	496
PARKER-HANNIFIN CORP.	7751
PARSONS CORP.	304
PATTEN E A CO	213
PAVCO INDUSTRIES INC	31
PAXSTAR INDUSTRIES INC	45
PCA AEROSPACE	48
PEANUT PROCESSORS, INC.	359
PECHINEY CORP.	170
PEERLESS INSTRUMENT CO INC	393
PEERLESS PRECISION INC	34
PENN CENTRAL CORP.	58537
PENN KEYSTONE CORPORATION	98
PERFEKTA MACHINE	64
PERFORMANCE MACHINWERKS INC	44
PERKIN-ELMER CORP.	193
PERRY TECHNOLOGY CORP	152
PHAOSTRON INSTR & ELCTR CO.	307
PHILADELPHIA GRATING COMPANY	53
PHILADELPHIA SHIP MAINT CO	2608
PHILADELPHIA SHIP MAINT CO.	59
PHILIPS GLOEILAMPENFABRIEKEN	31485
PHOENIX SPRING CO INC	209
PHOTRONICS CORPORATION	101
PIONEER AEROSPACE CORP	39
PLASTICS RESEARCH CORP.	276
PLASTIMAYD CORPORATION	38
PLATT MANUFACTURING CORP	37
PLESSEY CO. P.L.C.	7642
PNEU-HYDRO PRODUCTS INC	97
PNEUDRAULICS INC	247
POUJAUD SA	41
POWER SERVICES CARIBE CO INC	57
POWERCUBE CORPORATION	74
PPG INDUSTRIES INC	1366

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
PRECI-MANUFACTURING INC	33
PRECISION CASTPARTS CORP	47
PRECISION ECHO	43
PRECISION ELECTRONICS INC	63
PRECISION FABRICATORS INC	41
PRECISION MACHINE & MFG CO.	69
PRECISION MACHINING INC	76
PRECISION MANUFACTURING CO.	17
PRECISION SENSORS INC	51
PRECISION SHTMTL MCH COMPANY	204
PRECISION SPECIALITY CORP	92
PRECISION SPEED MFG CO	23
PRECISION STANDARD INC	30
PRECISION WORKS INDUSTRY INC	227
PREMIER MICROWAVE CORPORATION	34
PRL INDUSTRIES INC	250
PRO COM SALES CORP	29
PRODUCT DEVELOPMENT GROUP INC	100
PRODUCTS DESIGN & MFG CORP	90
PRODUCTS SUPPORT INC	106
PROLITE GLASS DISTRIBUTION	287
PROMET MARINE SERVICE CORP	1484
PROPELLEX CORPORATION	69
FROSSER/ENPO INDUSTRIES DEL	141
PROTECH METALS INC	26
PROTECTION TECH IDAHO, INC.	20963
PROTOTYPE DEVELOPMENT INC	127
PROTOTYPE MACHINE CO	150
PSI TRONIX	31
PULAU ELECTRONICS CORPORATION	312
PURDY CORPORATION	2228
PURE INDUSTRIES INC	2137
PUROFLOW CORPORATION	37
PURVIS SYSTEMS, INC.	6688
PYROMET INC	1061
QUADRI CORPORATION	242
QUALITY AIR PRODUCTS INC	66
QUINTRON CORP.	10209
R & D ELECTRONICS	564
R & H INDUSTRIES INC	104
R B C INCORPORATED	344

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
R D L INC	78
R D S MANUFACTURING INC	913
R F I CORPORATION	41
R J O ENTERPRISES, INC.	4547
RA NAV LABORATORIES INC	359
RACAL ELECTRONICS P.L.C.	515
RADARTRONIK	64
RADCOMM SYSTEMS	115
RAFAEL	101
RAGEN DATA SYSTEMS INC	112
RAIL COMPANY	194
RAMM DEFENSE PRODUCTS INC	29
RANK BRIMAR INC	1418
RANK PRECISION INDUSTS INC N Y	115
RAYMOND HOLDINGS, INC.	1471
RAYTHEON CO.	614819
RAYTHEON CORP.	128782
RCM ELECTRONICS CORPORATION	28
REAL TIME LABORATORIES INC	156
REDCON-RSRCE DATA CONSULTANTS	1813
REESE MFG INC	44
REGENT JACK MFG CO INC	28
REMCOR	1056
REMEC INC	1329
RENAU ELECTRONIC LABORATORY	86
RENO MACHINE CO INC	73
REPUBLIC ELECTRONICS CO.	642
RESHEF SYSTEMS LTD	59
RESISTOFLEX CORP	132
RESTORR MAGNETICS INC	100
REVERE CORPORATION OF AMERICA	211
REX SYSTEMS INCORPORATED	2709
REXNORD, INC.	141
RICHARD MANUFACTURING CO.	353
RICMAR ENGINEERING INC	924
RIDGE ENGINEERING INC	37
RIDGE INSTRUMENT CO INC	154
RIPA ENGINEERING CO	607
ROBERT HENRY CO INC	104

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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ROBERTSHAW CONTROLS CO.	251
ROCKWELL INTERNATIONAL CORP.	672589
RODELCO ELECTRONICS CORP	136
ROGERSON AIRCRAFT CORPORATION	36
ROH INC	2700
ROHR INDUSTRIES, INC.	3235
ROLLER BEARING COMPANY OF AMER	99
ROLLINS MACHINE INC	47
ROLLS ROYCE P.L.C.	175912
ROLM CORP.	184
ROSAN INC	64
ROSPATCH CORP.	4756
ROSTRA ENGINEERED COMPONENTS	75
ROYAL PLASTICS CO INC	30
RUBATEX CORPORATION	12698
RUBBER CRAFTERS OF WEST VA	77
RUBBER TECK	41
RUSSELLS TECHNICAL PRODUCTS	62
RYAN ASSOCIATES	33
RYAN MARINE INC	225
S A B C A	414
S A B C A SA SA BELGIE DE CONS	1895
S A I T	51
S M K PRECISION MACHINE TOOL	189
S R M MFG CO	647
S SYSTEMS CORP.	339
S T RESEARCH CORPORATION	31088
S W ELECTRONICS & MFG	206
SABRE INDUSTRIES	106
SACO DEFENSE	2532
SAFFRAN ENGINEERING CO	66
SAFT AMERICA INC	453
SAGE LABORATORIES INC	28
SALJ INDUSTRIES INC	453
SALT LAKE BETA WINTRONIC	0
SAMSUNG UNITED AEROSPACE	2098
SANDIK MANUFACTURING INC	36
SANFORD TOOL & DESIGN INC	47
SARGENT FLETCHER COMPANY	38409
SASEBO HEAVY INDUSTRIES CO LTD	749
SATURN INDUSTRIES INCORPORATED	57



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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
SCHAEVITZ ENGINEERING	766
SCHLUMBERGER, LTD.	101
SCHULZ PRODUCTS INC	38
SCI SYSTEMS INC	101
SCI TECHNOLOGY, INC.	1045
SCIENCE APPLICATION INTL.	11631
SCIENCE APPLICATIONS INTL.	36223
SCIENTECH, INC.	100
SCIENTIFIC ATLANTA, INC.	14191
SCIENTIFIC MANAGEMENT ASSOC	1766
SCOLARO TOOL	577
SCOT INC.	640
SCOTT CRAFT CO	54
SEAL MASTER CORPORATION	73
SECHAN ELECTRONICS INC	907
SEILER INSTRUMENT MFG CO.	1847
SEKUR SPA	595
SENSOR SYSTEMS INC	153
SEQUA CORP.	33625
SEQUEL SYSTEMS INC	44
SERRA FRERES	292
SERVICE & SALES INC	370
SERVICE ENGINEERING CO., INC.	26220
SEV CORP	82
SEYER INDUSTRIES INC	339
SHAMBAN W S & CO	34
SHARP GEORGE G INC	852
SHAW AERO DEVICES INC	664
SHENANGO INDUSTRIES	61
SHERBORNE GROUP	76
SHIP ANALYTICS INC	313
SHUR-LOK CORPORATION	198
SIERRA NEVADA CORPORATION	2264
SIERRACIN CORP.	6604
SILCO ENGINEERING	28
SIMS PRECISION MACHINING PROD	32
SIMTEC INC	215
SIMULA INC	2903
SINGAPORE AERO COMPONENTS	487
SINTERMET CORPORATION	967
SIPEX CORPORATION	77
SKF USA INC	2799
SKILL-METRIC MACHINE AND TOOL	30

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
SKOVIRA MACHINE COMPANY	274
SKURKA ENGINEERING CO	145
SKY CONTROLS INC	31
SKY SPARES PARTS INC	45
SL AUBURN INC	67
SLOCOMB J T COMPANY	3303
SMC ENGINEERING INC	28
SMITH INDUSTRIES INC	81
SMITHS INDUSTRIES, INC.	4374
SNAP-ON TOOLS CORP.	151
SODERBERG MFG CO INC	126
SOLIDIFORM INC	89
SOLO ENTERPRISE CORP	1130
SONATECH INC	89857
SONTAG SERVICE CORP	143
SONY CORP. OF AMERICA	41
SOUTHEASTERN COMPUTER CONS	6124
SOUTHERN GEAR & MACHINE INC	101
SOUTHERN RESEARCH INSTITUTE	189
SOUTHWEST MACHINE & MFG CO	432
SOUTHWEST MARINE, INC.	60038
SOUTHWEST RESEARCH INSTITUTE	2296
SPACE ELECTRONICS INC	74
SPACECRAFT MACHINE	2
SPAR AEROSPACE LIMITED	223
SPARKLET DEVICES INC	86
SPARTON ELECTRONICS FLORIDA	5712
SPARTON TECHNOLOGY INC	65926
SPEC TOOL COMPANY	33
SPECIAL PROJECTS MFG CO.	253
SPECIALTY LIGHTING, INC.	522
SPECIALTY MANUFACTURING INC	678
SPECO CORPORATION	48
SPECO DIV KELSEY HAYES	646
SPECO, INC.	1767
SPECTRUM ASSOCIATES, INC.	215
SPEEDRING	510
SPF, INC.	324
SPS TECHNOLOGIES, INC.	1254
STAINLESS STEEL PRODUCTS, INC	128
STANDARD ELECTRIC KIRK A S	341
STANDARD ELEKTRIK LORENZ	27

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
STANDARD INDUSTRIES	32
STANDARD MANUFACTURING CO.	1590
STANDARD PRODUCTS CO., INC.	2104
STANDARD TECHNOLOGY INC	62
STANFORD TELECOMMUNICATIONS	269
STANG MANUFACTURING INC	1407
STANLEY TECHNICAL CORP	129
STANLEY WORKS	1611
STARR AIRCRAFT PRODUCTS INC	96
STARRETT L S COMPANY	39
STEIN SEAL COMPANY	266
STERER ENGINEERING & MFG CO.	925
STERLING MACHINE CO., INC.	29
STEWART AVIONICS INC	119
STEWART-WARNER CORP.	34
STONE & WEBSTER	33505
STOW MANUFACTURING COMPANY	105
STOWE MACHINE CO INC	1098
STRICKER ENGINEERING	133
STRUTHERS DUNN INC	452
SUMITOMO HEAVY INDUSTRIES LTD	1423
SUMMIT GEAR INC	69
SUMMIT PRECISION INDUSTRIES	148
SUMMIT RESEARCH CORPORATION	36
SUMMIT TECHNOLOGIES, INC.	426
SUN ELECTRIC CORP.	34
SUN INDUSTRIES OF BAY COUNTY	64
SUNAIR INCORPORATED	54
SUNBELT DESIGN & DEVELOPMENT	39
SUNDSTRAND CORP.	23815
SUPERIOR ELECTRIC CO THE	72
SUPERIOR MFG & INSTR CORP.	53
SUPERIOR-LIDGERWOOD-MUNDY CORP	200
SUPPORT SYSTEMS ASSOCIATES	1525
SWITLIK PARACHUTE COMPANY INC	647
SWYGERT SHIPYARDS INC	429
SYMBIONT INC	2708
SYMETRICS INDUSTRIES, INC.	53
SYSCON CORPORATION	694
SYSTEMS & LOGISTICS CORP	815

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
SYSTEMS & SIMULATIONS, INC.	885
SYSTEMS PLANNING & ANALYSIS	2060
SYSTEMS RES APPLICATIONS CORP	2888
T & J MANUFACTURING INC	154
T & T PRODUCTS INC	32
T C C INC	60
T K INTERNATIONAL INC	2686
T M SYSTEMS INC	32
T N D PRECISION	46
T S C INC	562
TAKAGI KOGYO CO LTD	29
TALLEY INDUSTRIES INC	41
TALLEY INDUSTRIES, INC.	5655
TAMPA SHIPYARDS INC	177
TARGET CORPORATION	332
TASCO CORPORATION	170
TAT AERO EQUIPMENT INDUSTRIES	280
TAVCO INC	425
TAVIS CORPORATION	77
TAWSCO INDUSTRIES INC	260
TAYLOR DEVICES INC	299
TEAC AMERICA	1195
TEARO CORP	91
TECH MANUFACTURING CO INC	63
TECH RESOURCES, INC.	226
TECH SYSTEMS CORP	88
TECHMATICS INC	2641
TECHNICAL AND MGMT SERVICES CO	2740
TECHNICAL ASSISTANCE INTL	249
TECHNICAL DEVELOPMENT COMPANY	179
TECHNICAL ORDNANCE INC	710
TECHNICORP	50
TECHNOLOGY APPLICATION INC	116
TECHNOLOGY APPLICATIONS, INC.	122
TECHNOLOGY MGT & ANALYSIS CORP	4263
TECNETICS INC	93
TECOLOTE RESEARCH INC	1460
TEK PRECISION CO LTD	109
TEKTRONIX, INC.	272
TELEDYNE, INC.	68966
TELEFLEX CORP.	783
TELEFLEX, INC.	444

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
TELEVISIO CORPORATION	409
TELTRON INC	360
TEMPO INSTRUMENTS & CONTROLS	351
TEMPO INSTRUMENTS DELAWARE	65
TENCARVA MACHINERY COMPANY INC	36
TENNECO, INC.	317412
TERADYNE, INC.	142
TERN TECHNOLOGY INC	1795
TESCO INC	979
TESTEK INC	681
TEXAS AEROSPACE SERVICES INC	76
TEXAS INSTRUMENTS, INC.	107700
TEXSTAR INC	6321
TEXTRON, INC.	37874
TEXTRON/BOEING (JV)	561
THE INTERLAKE CORP.	1681
THERM INCORPORATED	19477
THERMAL ELECTRONICS, INC.	36
THERMAL STRUCTURES INC	39
THERMOCONTROL INC	66
THERMODYNE INTERNATIONAL LTD	95
THIEM INDUSTRIES INC	66
THIOKOL CORP.	48131
THOMAS ELECTRONICS INC	1677
THOMAS INSTRUMENT & MACHINE CO	2042
THOMPSON AIRCRAFT TIRE CORP.	1173
THOMSON SAGINAW BALL SCREW CO	1203
THORN EMI P.L.C.	2658
TIBURON SYSTEMS INC	25466
TIMES MICROWAVE SYSTEMS, INC.	27
TIMKEN COMPANY THE	35
TIOGA PIPE SUPPLY CO INC	63
TITAN SYSTEMS, INC.	444
TITEFLEX CORP	165
TODD SHIPYARDS CORP.	5620
TOLO INCORPORATED	63
TOOL & GAGE HOUSE THE	28
TRANS WORLD OPTICS INC	28
TRANSCO PRODUCTS INC	411
TRANSICOIL INC	263
TRANSTECHNOLOGY CORP.	1290
TRANTER INC	40

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
TREADWELL CORP.	9016
TRESCOMP INC	415
TRI-INDUSTRIES INC	5869
TRIANGLE MICROWAVE INC	162
TRINITY INDUSTRIES, INC.	111
TRINOVA CORP.	649
TRIO-TECH INTERNATIONAL	153
TRIPLE A MACHINE SHOP, INC.	72
TRIPLE INDUSTRIES INCORPORATED	81
TRW, INC.	121043
TSUJI HEAVY INDUSTRIES CO LTD	71
TUBE BENDS INCORPORATED	298
TUBE MANUFACTURING CO INC	142
TUBE PROCESSING CORP	46
TURBINE CONTROLS INC	210
TURBO COMBUSTOR TECHNOLOGY INC	5962
TURNBULL ENTERPRISES INC	39
TWIN MANUFACTURING INC	76
TX TECHNOLOGIES INC	108
TYEE AIRCRAFT INC	101
U B CORP.	158
U S DYNAMICS CORP	1116
U S HARDWARE SUPPLY INC	1537
ULYSSES INC	139
UMPCO INC	28
UNIFIED INDUSTRIES INC	1423
UNION CARBIDE	1601
UNION CARBIDE CORP.	5430
UNION MACHINE CO OF LYNN INC	143
UNIROYAL GOODRICH TIRE CO.	10477
UNISON INDUSTRIES INC	843
UNISYS	371016
UNITEC SYSTEMS INC	65
UNITED AIRCRAFT PRODUCTS INC	487
UNITED INDUSTRIAL CORP.	975
UNITED KINGDOM, GOVERNMENT OF	7130
UNITED METAL PRODUCTS CORP	137
UNITED TECHNOLOGIES CORP.	1876546
UNITED TEREX INC	204
UNIVERSAL TECHNOLOGIES INC	35
UTAH TOOL & DIE INC	31

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
UWOHALI INC	800
VACU-BLAST CORPORATION	231
VALCOR ENGINEERING CORP	738
VALLEY TODECO INC	97
VAN DOORNES AANHANGWEGENFABRIK	803
VANTAGE ASSOCIATES INC	94
VARIAN ASSOCIATES, INC.	10049
VECTRON LABORATORIES INC	98
VEDA, INC.	942
VENUS SCIENTIFIC INC	705
VER-VAL ENTERPRISES INC	519
VERNITRON CORP.	52
VESPER CORP.	211
VIBRATION ISOLATION PRODUCTS	52
VICKERS, INC.	1000
VISTA RESEARCH CORP.	200
VOLUMATIC INC	493
VOLVO FLYGMOTOR	343
VSI CORP.	49
W & G MACHINE CO INC	38
W B K CONTROLS INC	883
W R GRACE & CO.	4274
WACKENHUT SERVICES, INC.	140134
WAINWRIGHT INDUSTRIES INC	73
WALL COLMONOY CORP.	4438
WALTHAM CLOCK CO	70
WARREN FLUID POWER	73
WATKINS-JOHNSON CO.	1410
WAVETEK CORP.	115
WAVETEK MICROWAVE INC	310
WEED INSTRUMENT COMPANY INC	40
WENDON COMPANY INC	70
WEST HEMI INTERNATIONAL INC	31
WESTERN FILTER CORPORATION	107
WESTERN PRECISION INC	45
WESTERN RESERVE TOOL & MCH CO	54
WESTEST ENGINEERING CORP	190
WESTFIELD GAGE CO INC	42

PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
WESTINGHOUSE ELECTRIC CO.	4341325
WESTLAND INC	582
WESTMARK SYSTEMS, INC.	19421
WESTPORT DEV & MFG CO INC	178
WHEATON INDUSTRIES	900
WHEEL & RIM SUPPLY CO INC	106
WHEELER INDUSTRIES	997
WHITE ENGRG SURFACES CORP	776
WHITTAKER CORP.	944
WICKES MANUFACTURING COMPANY	323
WICKLINE INDUSTRIES INC	190
WIL-NIC INC	1339
WILDWOOD ELECTRONICS INC	165
WILLIAMS & WATTS INC	213
WILLIAMS INSTRUMENTS INC	271
WILLIAMS INTERNATIONAL CORP.	82815
WILSON & HAYES INC	65
WILSON PRODUCTS INC	130
WIN TECH PRECISION PRODUCTS	298
WINDING SPECIALISTS CO INC	196
WINSLOW AUTOMATICS INC	520
WIRE CLOTH PRODUCTS INC	63
WIRE ROPE INDUSTRIES LTD	3079
WITKO ENGINEERING INC	152
WOODARD ELECTRIC INC	117
WOODVILLE POLYMER ENGR	6260
WOODWARD GOVERNOR COMPANY	1016
WORLD AEROSPACE CORPORATION	66
WORLD COMPUTER SYSTEMS	2139
WORLD WIDE ARNTICAL COMPONENTS	27
WRIGHT COMPONENTS INC	33
X A R INDUSTRIES INC	82
XENTER INC	132
XEROX CORP.	373
XETA INTL CORP	673
XONTECH INC	2535
YONIR TECHNOLOGIES INC	121
YORK INDUSTRIES INC	30
YORK INTERNATIONAL CORP.	1613
YOSHITOMI KOSAN CO LTD	26
ZANTOP INTERNATIONAL AIRLINES	1730



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PARENT COMPANIES OF U.S. DEPARTMENTS OF DEFENSE AND ENERGY  
NUCLEAR WEAPONS CONTRACTORS, FOR FISCAL YEAR 1991

Parent Company	Amount (x\$1,000)
ZETA MACHINE CORP	54
ZURN INDUSTRIES, INC.	29
ZYCAD CORPORATION	3416

Introduced By: Councilmember Hamilton

RESOLUTION #1992 - 96

APPOINTING ADDITIONAL MEMBERS TO COMMITTEE ON THE ENVIRONMENT

WHEREAS, on April 13, 1992, the City Council, established a Committee on the Environment and has subsequently appointed fifteen members to serve on the committee which will make recommendations to the Council on how the City can be more environmentally responsible; AND

WHEREAS, one additional person has expressed an interest in serving on this Committee.

NOW, THEREFORE, BE IT RESOLVED THAT the following person is hereby appointed to the Committee on the Environment:

1. Lisa Y. Lefferts                      6719 Chillum Manor Road  
Hyattsville, MD 20783

Dated this 23<sup>rd</sup> day of November, 1992