**Mayor and Council Workshop Minutes**

**Monday, October 5, 2020 – 6:30 pm**

In attendance:

Mayor Bill Green

Assistant Mayor Joan Knode

Councilman Charles Brown

Councilman Dennis Grove

Councilman James Braswell

Councilman James Kalbfleisch

Clerk Treasurer Emily Rider

Town Manager Donnie Stotelmyer

Town Attorney Ed Kuczynski

Mayor Green called meeting to order

**GUEST**

None.

**UNFINISHED BUSINESS**

Mayor Green reminded the council about the upcoming virtual MML Conference scheduled for Thursday and Friday October 8-9, 2020.

**NEW BUSINESS**

* Mayor Green discussed with the council that the M&T Bank CD is up for renewal and it would need to vote on at the next scheduled council meeting.
* Mayor Green appointed Michael Nokes to the council. He will be taking the open seat that belonged to Dustin Byers. Dustin Byers resigned his seat from council on September 1, 2020. Councilman Grove informed the council that Michael Nokes has been attending the council meetings and believe he is a nice young man who is eager to learn.
* Mayor Green discussed with the council the Approval of Consulting Services with Greenwell Consulting Services Bond and Bill Springfield Farm Barn. Mayor Green said he is hoping to get $200k to make improvements to the Springfield Farm Barn and Tenant House that we would then match with work that has already been completed. Assistant Mayor Joan Knode asked if there would be interest accrued on the monies owed to the lobbying firm. Attorney Ed Kuczynski said that we could in fact use the work done previously as the match in funds. He also met with Brandon Butler and Mr. Butler said he is sure we will receive the Bond and Mr. Butler told Ed that he had also worked for Senator Edwards. Councilman Charles Brown asked if there were any strings attached to this contract. Town Attorney Ed Kuczynski responded to Councilman Brown and informed that there are no strings attached and that it is a straight Grant. Assistant Mayor Joan Knode stated that she is good with everything being discussed and that she would like to be involved with how the money could be spent at the Barn. Agreement is as follows:

**CONSULTING SERVICES AGREEMENT BETWEEN**

**GREENWILL CONSULTING GROUP, LLC AND**

**&**

**TOWN OF WILLIAMSPORT**

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered as of the \_\_\_\_

day of September 2020, by and between the **Town of Williamsport,** a body politic organized under the

laws of Maryland, its subsidiaries and affiliates (collectively, "Client "), and **Greenwill Consulting**

**Group, LLC,** a limited liability company registered under the laws of the State of Maryland (herein

referred to as "Consultant"). For purposes of the obligations of the Consultant pursuant to this

Agreement, the term “Consultant” shall be deemed to include any employees, intermediaries, agents, or

firms of Consultant. The Client and Consultant shall be jointly referred to as the “Parties.”

**Article 1 - Scope of Services**

Client retains Consultant to provide government relations services related to pursuing funding through

legislative action of the Maryland General Assembly for the inclusion of such funding for the Client’s

project within the FY 2022 Capital Budget of the State of Maryland (collectively “Services”). Consultant

will provide Services related to the obtaining of such funding on the Client’s behalf and shall use its best

efforts in supplying the Services during the term of this Agreement. The Client will provide guidance to

the Consultant to ensure the effective delivery of such Services.

**Article 2 - Compensation, Payment, and Invoicing**

For the performance of the Services, Client will pay Consultant a fee of $8,200.00 and it will be made in 8

consecutive bi-monthly payments of $2,050.00. Consultant shall invoice Client on or around the 1st day

of each month, with the first payment due upon ratification of the Agreement. Payments shall be due no

later than 30 days of Consultant’s invoice date. Prompt payment is a requirement for continued

representation. If payment is not received by the fifteenth calendar day of the month due, the Client will

pay Consultant a late fee of $200.00.

**Article 3 - Term of Agreement**

The term of the Agreement shall be effective from September \_\_\_\_, 2020 to April 31, 2021. Either party

may terminate this Agreement with 60-days’ notice. The right of either party to terminate this Agreement

in the event of a breach thereof is not an exclusive remedy for such breach. Neither the expiration nor

termination of this Agreement for whatever cause shall affect any right or obligation that has accrued as

of the time of such expiration or termination.

**Article 4 - Confidentiality**

Consultant agrees not to disclose to any third party any information produced or arising out of this

relationship without the prior written consent of the Client. Any such unauthorized disclosure shall be

deemed an actionable breach of this Agreement. All documents, reports, materials, or other subject matter

prepared, procured, or produced in the rendition of the services under this agreement shall be the property

of Client and all such documents, reports, materials, or other subject matter shall be delivered to Client as

directed or upon any termination thereof. Consultant may retain at its own expenses a record copy of all

such documentation.

**Article 5 - Independent Contractor**

Consultant is retained as an Independent Contractor, and not an employee or agent of Client and shall be

responsible for its own work. Consultant shall be responsible for all obligations and reports covering

Social Security, Unemployment Insurance, Income Tax, other reports and deductions required by any

applicable state or federal law.

**Article 6 - No Waiver**

None of the provisions of this agreement shall be considered as waived by either party thereto unless such

waiver is reduced to writing and signed by the Parties.

**Article 7 - Extent of Agreement**

This Agreement represents the entire and integrated agreement between Client and Consultant, and

supersedes all prior negotiations, representations or agreements, either written or oral. Only a written

instrument signed by both Client and Consultant may amend this agreement.

**Article 8 - Indemnification**

Each Party shall remain responsible for its own acts and omissions and shall indemnify the other party

and its officers, directors, employees, members and agents against all liability or loss sustained in

connection with, and against all claims or actions based upon or arising out of, any negligent acts or

omissions of the indemnifying party or its officers, directors, employees or agents, in the performance or

non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the

defense of any such claims or actions.

**Article 9 - Notices**

Notices under this Agreement should be sent to the following parties:

For the Client for the Consultant

Mr. Donnie Stotelmyer Mr. Ivan Lanier, CEO

Town of Williamsport Greenwill Consulting Group, LLC

2 N. Conococheague Street / PO Box 307 92 Franklin Street

Williamsport, MD 21795 Annapolis, MD 21401

**Article 10 - Governing Law**

This Agreement shall be governed and constructed by the laws of the State of Maryland applicable to

contracts made and to be performed in that state.

**Article 11 - Counterparts**

This Agreement may be executed in counterparts.

* Mayor Green presented and reviewed the Farmer’s Market 2021 Rules and Regulations with the council for approval. The rules and regulations are as follows:

**Town of Williamsport**

**Farmers Market 2021 Season**

**Byron Memorial Park**

**Thursdays beginning May 27th, 2021 through October 7th, 2021**

**4:00 PM to 7:00 PM**

**Rain or Shine**

**Rules and Regulations for the 2021 Season**

1. All farmers/vendors are to clearly display the names of their businesses and location. If vendor sells products NOT produced/grown on their premises, they must clearly display origin.
2. Farmers/vendors are to clearly display prices.
3. All farmers/vendors are required to have a MD State Tax ID and a trader’s license if necessary.
4. Farmers/vendors agree to comply with all applicable federal, state and local government laws and regulations and all necessary licenses and permits and provide documentation of such compliance **with application.**
5. All farmers/vendors are required to obtain and show proof of a minimum of $500,000 in liability insurance. Vendors who fail to comply within the first month of operation may lose the privilege of selling at the market.
6. All farmers/vendors are required to operate their stands in a safe manner. Farmer/vendor tents are required to be properly secured and weighted. Any practices deemed to be unsafe by the Town of Williamsport staff must be immediately discontinued.
7. Whereas the Farmers Market is run via the Main Street Williamsport program under the Town of Williamsport, farmer/vendors must act in an environmentally sound manner. **Recyclable/compostable packaging is strongly encouraged. Disposable and one time use packaging is strongly discouraged**.
8. Farmers/vendors agree to cooperate with occasional business surveys.
9. Farmers/Vendors and their representatives are expected to conduct themselves in a

respectful, safe, and courteous manner with all customers, market staff and each other. Any language or behavior that jeopardizes the normal operation of the market will be grounds for termination of the vendor’s right to sell at the discretion of the Farmers Market Board. Complaints of any kind should be written or emailed to the Main Street Manager.

1. Farmers/vendors will be limited to (3) free giveaway promotions a season. Some giveaway items may be prohibited if deemed detrimental or obstructive to other vendors at the discretion of the Main Street Manager. **Prior approval is required**.
2. Electricity is available for a nominal fee and must be arranged prior with the Main Street Manager when applying as market vendor.
3. **FEES:** The fee for a “2021 Vendor Membership” is $50.00. A “2021 Vendor Membership” includes vendor privileges for the entire 2021 season, 20 market days, of the Town of Williamsport Farmers Market.
   1. **Vendor Membership:** The $50.00 fee must be paid on or before April 7, 2021.
      1. Applications will be accepted on a rolling basis throughout the season.
   2. **Drop-in Rate:** The vendor fee for a single market day is $5.00. This fee is due ***24 hours before setup at the market***. All fees are non-refundable.
   3. Please make checks payable to “Town of Williamsport” deliver or mail-in your application to:

Williamsport Town Hall

Attn: Farmers Market/ Main Street Manager

P.O. Box 307

Williamsport, MD 21795

* 1. In the memo section of your check please write “***Farmers Market Fee***”.

1. Spaces will be reserved for “2021 Vendor Membership” holders who prepay for a full season; all other spaces will be filled on a first come first served basis.
2. Each vendor will be assigned a single 12’ x 12’ space. Vendors must not exceed their allocated space.
3. Set up for the market will begin at 3:00pm and should be completed ***no later*** than 3:50pm. **No early sales prior to the opening of the market at 4:00pm.**
4. Tear down is not to begin before the close of the market at 7:00 pm and should be completed in a timely manner (by 7:30).
5. **Farmers/vendors are required to notify the Main Street Manager a minimum of 24 hours in advance of the market day if an absence is to occur.**
6. In the event of inclement weather, Pavilion One will be utilized. The Main Street Manager may suspend outdoor operations of the Farmers Market due to inclement weather.
7. The 2021 Williamsport’s Farmers Market will give priority to farmers/vendors in the following order: Seniority, Williamsport vendors, Washington County vendors, surrounding county vendors (MD, PA, and WV) and then artisan vendors following the same priority order. Seniority is forfeited if the vendor drops the market without notice.
8. All products to be sold at the market are required to be produced within a 100-mile radius of Williamsport.
9. Approval of participation in the market is dependent on prevalence of items sold in the market and is ultimately decided by the Main Street Manager regardless of priorities.
10. Non-food and non-craft vendors will be considered on a case-by-case basis; and be limited to only 20% of the overall vendor makeup of the market. No direct selling, MLM or commercial businesses will be admitted.
11. Re-selling items is only allowed with prior approval of the Main Street Manager. However, at least 60% of offered items must be grown/produced/made by the vendor/farmer.
12. The Town of Williamsport may use any photograph, video, or other digital media (“photo”) of the Farmers Market in any and all of its publications, including web-based publications, without payment or other consideration to the vendors.
13. **Failure to comply with any of the above rules and regulations may result in suspension or expulsion from the Market.** No prepaid fees will be refunded in the event of a suspension or expulsion. Each individual violation will be evaluated by the Main Street Manager on a case-by-case basis.
14. The Main Street Manager has absolute discretion to discontinue a vendor’s right to sell for the remainder of the single day.
15. The Town of Williamsport reserves the right to admit or to reject any Farmer for any reasons not prohibited by law.
16. In the event that COVID-19 social distancing is required and/or State, Federal, or Local Statutes, Rules and/or Regulations are still in place, all Vendors/Farmers shall comply with same as condition of his/her participation and membership.

* Mayor Green presented the council with the Main Street Williamsport Façade Improvement program for approval. The Final draft of the program will be presented at the upcoming council meeting. The process to apply starts with the application, which is submitted to the planning commission for review followed by submission to the Maryland Historic Trust for review, and then presented at a council meeting for final approval. Regarding the financial process the town will use 60 percent of the grant funds up to $10k and the property owner will contribute the other 40 percent to upgrade the façade.
* Mayor Green presented to the council for the Town Hall Building to close for staff on Tuesday November 10, 2020 for CPR/First Aid/AED Training.
* Attorney Ed Kuczynski presented to the council the proposed text amendment to article 4, addressing side yard clearance of 5ft. Town Attorney Ed Kuczynski informed the council that a public hearing would need to be scheduled for Monday October 12, 2020 at 6:30pm to hear testimony either in favor or opposed. Attorney Ed Kuczynski said that Linda Kuczynski looked at this and provided the following recommendations:

**PROPOSED TEXT AMENDMENT TO ARTICLE 4; SECTION 410**

***STOOPS, PORCHES, DECKS& OVERHANGS/ROOFS***

The side yard clearances specified in this Zoning Ordinance relating to residential or mixed residential/commercial and/or accessory uses located in Town Residential and Town Center Districts shall not apply to the addition, alteration, removal, replacement expansion, and/or repair of an unenclosed rear deck, front or back porch, front stoop or overhang/roof attached or intended to be attached to any residential structure in existence on or before February 15, 1977, on the condition that the overall dimensions of the deck, porch, stoop or overhang/roof does not extend beyond the exterior sidewalls of the existing structure. This Section only applies to the side yard clearances specified herein and shall not be construed to permit any existing encroachment or further encroachment into the public right of way without formal approval of the Mayor and Council of the Town of Williamsport.

* Town Attorney Ed Kuczynski presented to the Mayor and Council the State Ethics Commission requires approval of all updated Ethic Ordinance’s. He reviewed with them the Resolution and Ordinance to Amend and Modify Chapter 14 of the Code of Ethics. This Ammendment will need to be passed that the upcoming council meeting on October 12,2020.

**CODE OF ORDINANCES** - **CHAPTER 14 CODE OF ETHICS**

**RESOLUTION AND ORDINANCE TO AMEND AND MODIFY CHAPTER 14 "CODE OF ETHICS"**

**WHEREAS,** The *Annotated Code of Maryland, General Provisions, Public Ethics Law* requires that municipalities organized and existing under and by virtue of the laws of the State of Maryland, adopt and maintain local ethics laws similar in nature to the requirements of the State Public Ethics Law as set forth and adopted in the aforementioned Article; and

**WHEREAS,** the Town of Williamsport currently has in force a *Code of Ethics,*

Chapter 14 of the *Code of Ordinances for the Town of Williamsport;* and

**WHEREAS,** the Mayor and Council, based upon mandates adopted by the Maryland Legislature, have determined that it is in the best interest of the citizenry of the Town of Williamsport to amend certain provisions of said *Code of Ethics;* and

**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED**

that *"CHAPTER 14, CODE OF ETHICS"* which is incorporated herein by reference be amended, revised and modified as follows:

Post-Employment

*Section 4 (e)(l), Conflicts of Interest,* is hereby replaced, amended and modified to read as follows:

A former elected official may not assist or represent another party for compensation in a matter that is the subject of legislative action for one calendar year after the elected official leaves office.

Financial Disclosure

*Section 5 (b)(4), Financial Disclosure, Candidates to be local officials,* is hereby replaced, amended and modified to read as follows:

If a statement required by a candidate is overdue and not filed within 8 days after written notice of the failure to file is provided by the Town Manager, Town Clerk or Board of Election Supervisors, the candidate is deemed to have withdrawn the candidacy.

*Section 5 (c)(5)(new)* is hereby amended and modified to add (c)(S) to read as follows:

For statements filed after January 1, 2019, the Commission or the office designated by the Commission may not provide public access to an individual's home address that the individual has designated as the individual's home address.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that *Chapter*

*14, Code of Ethics, Williamsport Code of Ordinances* shall remain unchanged and in full force in effect with the exception of the amendments, changes, modifications and/or additions set forth herein; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the

Mayor is hereby authorized to execute this Resolution and Ordinance, the *Code of Ethics* and any other documents necessary to effectuate the purposes of the enacted Ordinance, and

BE IT FURTHER RESOLVED, ENACTED and ORDAINED that this

Resolution and Ordinance shall be considered an Emergency Ordinance and shall be effective on October 12, 2020.

WITNESS AND ATTEST AS TO CORPORATE SEAL

TOWN OF WILLIAMSPORT, MARYLAND

Donnie Stotelmyer, Town Manager William Green, Mayor

Introduced: Passed: Effective:

October 12, 2020

October 12, 2020

October 12, 2020

Record and Return to:

Mr. Donnie Stotelmyer, Town Manager Town of Williamsport

P. 0. Box 307

Williamsport, Maryland 21795

* Town Attorney Ed Kuczynski informed the council that when the town upgraded electric from 4KV to 12KV that the town had to arrange for a transfer of funds from the town Farm Account to the General Fund Account in the amount of $140K. The Financial Auditors from DeLeon and Stang are currently doing a review of our financial accounts and questioned this monetary transfer of funds. Town Attorney Ed Kuczynski said in a review of these funds in the Farm Account, this fund is not a committed fund. However, the auditors would like to see something more formal. The transfer of these funds needs to be paid back from the Electric Fund to the Farm Account. Town Attorney Ed Kuczynski stated that Clerk Treasurer Emily Rider, Town Manager Donnie Stotelmyer, and Mayor Green would need to come up with a payment plan.

**RESOLUTION TO ESTABLISH REPAYMENT TO THE FARM ACCOUNT FROM THE ELECTRIC FUND**

**WHEREAS,** the Mayor and Council of the Town of Williamsport on June 10, 2020 authorized the transfer money from the “Farm Account” to the “Electric Fund” to pay approximately $140,000.00 to upgrade the Town’s Electric Distribution System from 4KV to 12KV; and

**WHEREAS,** in November 2019 Potomac Edison invoiced the Town $141,929.60 for said upgrade; and

**WHEREAS,** said Invoice was paid by the Town; and

**WHEREAS,** in accordance with the *June 10, 2020 Resolution* the Mayor and Council have voted to establish the periodic payments and the terms thereof from the “Electric Fund” to the “Farm Account” to reimburse the “Farm Account” for the monies transferred to pay for the 12KV upgrade as aforementioned; and

**NOW, THEREFORE, BE IT RESOLVED** the sum of $141,929.60 shall be paid in \_\_\_\_ equal annual payments of $\_\_\_\_\_\_\_\_ from the “Electric Fund” to the “Farm Account” over a period of \_\_\_\_ years commencing \_\_\_\_\_\_\_\_, 2020 and continuing annually until the full amount is repaid to the “Farm Account;” and it is further

**RESOLVED** that in addition to and simultaneously with the aforementioned annual installments an amount equal to the outstanding unpaid amount multiplied by the annual interest rate paid by M & T Bank (or any successor or replacement) to the Town on the “Farm Account” monies invested with said Institution shall be paid into the “Farm Account;” and it is further

**RESOLVED** that the Clerk-Treasurer and the Town Manager are authorized and directed to take any action necessary to effectuate the purpose and intent of this Resolution.

**ADJOURNMENT**

James Braswell made a motion to adjourn, seconded by Councilman Dennis Grove, with all voting in favor, motioned carried.

Respectfully submitted,

Donnie Stotelmyer, Town Manager