

**Town of Williamsport**  
**Mayor & Town Council**  
**Work Session Meeting Minutes – May 1, 2023**

On May 1, 2023, the Mayor & Town Council for the Town of Williamsport held a Special Session. Those members of the elected body who were present included Mayor William Green, Assistant Mayor Dennis Grove, Councilperson Tinsley, Councilman Jim Braswell, Councilman Charles Brown, Councilman Pereschuk, and Councilperson Margaret Yaukey. Town employees in attendance included Chad Rooney, Town Manager; and Ed Kuczynski, Town Attorney

Mayor Green called the meeting to order at 6:30pm and began with a presentation by Christopher St. Germain of CSP Photography to do a video commercial for the Town outlining its history and present, future projects, historical sites, and any other desirable concepts. He presented a video of the F & M Trust building in downtown Chambersburg, Pennsylvania, as an example of what he can do for the Town. The Mayor and Town Council presented several questions about how the Town could utilize these services.

The Town Attorney explained the Mayor & Town Council introduced the Comcast Pole Attachment Agreement Ordinance at its last meeting and he is recommending it for passage at next week's Regular Session.

The Town Manager explained the need to update the Town's Illicit Discharge Detection & Elimination Ordinance as requested by MDE. During this year's update to the Town's permit, it was identified the Town refers to Washington County's IDDE Ordinance and deferred investigations and enforcement to the County. MDE instructed the Town to update the ordinance to accept these responsibilities itself. The Town Manager drafted and presented the updated ordinance for discussion.

The Mayor presented the Fiscal Year 2024 General Fund, Water/Sewer Fund, and Electric Fund for review. The Budget Ordinance will be presented at a Public Hearing next Monday and will be introduced at the Regular Session. A Public Hearing regarding an increase to Utility Rates will be held prior to a Special Session in June, will be introduced by Ordinance at the June Special Session, and will be formally voted on just prior to the FY Budget Ordinance at the Regular Session in June.

The Town Attorney reviewed a Nuisance Abatement Ordinance and Municipal Infractions Ordinance for discussion. The Town Attorney outlined the need to discuss and enact these ordinances to allow for the Sheriff's Deputies, Zoning Administrator, and any properly trained employees to enforce Town ordinances, especially those related to grass, weeds, snow, and other such nuisances. The fine and penalty structure was also explained.

The Town Manager expressed the need to draft and advertise a request for Proposals relating to codification of ordinances. Town Administrators would like to have an updated version of its ordinances to be able to view daily, allow the public to view at Town Hall, and have access on the internet. There was a consensus to move this to the Regular Session.

The Mayor and Town Manager explained a new approach to winterizing the community pool by leaving the pool  $\frac{3}{4}$  full during the winter months. The best way to keep animals and debris from entering the water is to have a cover. It is known the cover will cost over the threshold for a formally advertised Request for Proposals which is being sought. There was a consensus to move this item to the Regular Session.

The Mayor and Town Manager outlined a request by Prime Time for Women for a donation of either \$250 or \$500 from the Town supporting their operations. The two levels provide various advertising opportunities. There was a consensus to move the item to the Regular Session.

The Mayor and Town Manager reviewed a request by resident Ken Lafferty to place a tree and bench purchased by him in Byron Park. The location will be identified by the Town Manager. The cost of the tree and bench will be made by Mr. Lafferty.

The Mayor reviewed the need for the Town to enter into an agreement for an ongoing Community Deputy Program with the Washington County in the amount of \$20,271.80 for one year. This item was not placed into the budget pending the Mayor & Town Council's desire to continue the program. There was a consensus to move the item forward to the Regular Session.

Councilperson Yaukey provided an update on the Farmer's Market and initiatives of the Main Street Manager to set up the event and transportation for the Town's older residents.

Councilman Tinsley thanked Mr. Saint Germaine for his presentation and the opening of Sprouts in Town. He also identified the failure of the Town Manager to respond to an e-mail by several businesses regarding downtown sidewalks. The businesses are looking for permission to contact the Grant Writer directly for grant funding to construct new sidewalks. The Town Manager stated he will follow up with the Grant Writer directly. The Mayor said we are already applying for the grant which will consist of nearly \$800,000 in funding. The Mayor directed the business owners to send information directly to the Town Manager. The Town Attorney explained the sidewalks are the responsibility of each property owner and not the Town.

The Town Manager responded to a question by Councilperson Yaukey outlining the Town is waiting on a cost to replace the kiosk signage in Cushwa Basin.

The Town Manager provided an update on the Transportation Alternatives Program (TAP) to construct sidewalks along East Sunset Avenue and South Clifton Drive. The engineering will include improvements for pedestrian safety at the intersection of Potomac Street and Clifton Drive.

The Mayor adjourned the meeting at 7:51pm.

Cordially Tendered,



Chad P. Rooney  
Town Manager / Clerk / Treasurer

William "Bill" Green, Mayor  
Dennis Grove, Assistant Mayor

Chad P. Rooney, Town Manager  
Clerk/Treasurer  
Clerk/Treasurer



Jim Braswell, Councilmember  
Charles Brown III, Councilmember  
Earle Pereschuk, Councilmember  
Ben Tinsley, Councilmember  
Margaret Yaukey, Councilmember

## *TOWN OF WILLIAMSPORT*

MAYOR & TOWN COUNCIL  
WORK SESSION AGENDA

May 1, 2023; 6:30pm

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**CALL TO ORDER – WORK SESSION**

**PLEDGE OF ALLEGIANCE**

**PRESENTATION**

**ORDINANCE 2023-02: COMCAST POLE ATTACHMENT AGREEMENT**

**ORDINANCE 2023-03: ILLICIT DISCHARGE DETECTION & ELIMINATION AND  
STORMWATER CONNECTION ORDINANCE**

**ORDINANCE 2023-04: FISCAL YEAR 2024 BUDGET ORDINANCE  
GENERAL FUND, WATER/SEWER FUND, ELECTRIC FUND, AND  
UTILITY RATES**

**NUSIENCE ABATEMENT ORDINANCE & MUNICIPAL INFRACTIONS**

**REQUEST FOR PROPOSALS 2023-05: ORDINANCE CODIFICATION**

**REQUEST FOR PROPOSALS 2023-06: PURCHASE OF A POOL COVER**

**PRIME TIME FOR WOMEN WALKING WELLNESS DONATION REQUEST**

**WASHINGTON COUNTY COMMUNITY DEPUTY AGREEMENT**

**REQUEST: KEN LAFFERTY FOR TREE/BENCH IN BYRON MEMORIAL PARK**

**ADJOURNMENT**

751 PM

MML  
June 25 - 28

① Kathryn

↳ COBG - Sidewalks  
- ADA Compliance

① Donnie - vendors in lot @ Ed's

① Rachael - ~~free~~ parking during Farmers markets

① Kiosk - Margaret

① Bicycle - Police

William "Bill" Green, Mayor  
Dennis Grove, Assistant Mayor

Chad P. Rooney, Town Manager  
Clerk/Treasurer  
Clerk/Treasurer



Jim Braswell, Councilmember  
Charles Brown III, Councilmember  
Earle Pereschuk, Councilmember  
Ben Tinsley, Councilmember  
Margaret Yaukey, Councilmember

## TOWN OF WILLIAMSPORT

MAYOR & TOWN COUNCIL  
WORK SESSION AGENDA

May 1, 2023; 6:30pm

① TABLETS FOR  
mayor/council

① Procurement  
ORD updates

### CALL TO ORDER – WORK SESSION

#### PLEDGE OF ALLEGIANCE

PRESENTATION – Chris Saint Germain CSG Photos

ORDINANCE 2023-02: COMCAST POLE ATTACHMENT AGREEMENT  
↳ not forward w/ plans

ORDINANCE 2023-03: ILLICIT DISCHARGE DETECTION & ELIMINATION AND  
STORMWATER CONNECTION ORDINANCE ↳ Amicusly Adopted, forcing us to do it

ORDINANCE 2023-04: FISCAL YEAR 2024 BUDGET ORDINANCE  
GENERAL FUND, WATER/SEWER FUND, ELECTRIC FUND, AND  
UTILITY RATES

2023-22  
NUSIENCE ABATEMENT ORDINANCE & MUNICIPAL INFRACTIONS - INTRO Emergency Ord. ①  
① e-mail copy to TOWN COUNCIL

REQUEST FOR PROPOSALS 2023-05: ORDINANCE CODIFICATION - Presentations

REQUEST FOR PROPOSALS 2023-06: PURCHASE OF A POOL COVER

PRIME TIME FOR WOMEN WALKING WELLNESS DONATION REQUEST

WASHINGTON COUNTY COMMUNITY DEPUTY AGREEMENT

REQUEST: KEN LAFFERTY FOR TREE/BENCH IN BYRON MEMORIAL PARK

ADJOURNMENT

**Washington County  
Community Deputy Agreement**

## COMMUNITY DEPUTY AGREEMENT

THIS AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Washington County, Maryland ("County"), a body corporate and political subdivision of the State of Maryland; the Washington County Sheriff ("Sheriff"), a constitutional officer of the State of Maryland; and the Town of Williamsport ("Town"), a municipal corporation of the State of Maryland. The County, the Sheriff, and the Town are sometimes referred to individually as Party and collectively as Parties.

### Recitals

A. The Town desires to contract with the County and the Sheriff for the provision of law enforcement services within the Town pursuant to the terms and conditions of this Agreement

B. The Parties desire to enter into this Agreement relating to a Community Deputy who will patrol and provide law enforcement services within the Town pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

### Terms, Renewal, and Termination

1. This Agreement is effective for a period of one (1) year beginning \_\_\_\_\_, 2023 and ending \_\_\_\_\_, 2024 ("Initial Term"). This Agreement will renew automatically for a period of one (1) year beginning \_\_\_\_\_, 2024 and will automatically renew each successive year until terminated by any Party as indicated herein ("Renewal Term"). Any Party may withdraw from or terminate this Agreement at any time during the Initial Term or any Renewal Term by providing written notice of withdrawal or termination to all other Parties. Such withdrawal or termination must be duly approved by the governing authority of such Parties. Any withdrawal pursuant to this Section 1 will not take effect until forty-five (45) days after receipt of the notice of withdrawal by each of the other Parties' governing authorities. Such action will not relieve the withdrawing Party from obligations assumed hereunder prior to the effective date of withdrawal. Notice of withdrawal will be hand-delivered or sent by certified mail, return receipt requested, to all Parties.

### **Hours and Patrol Area**

2. The County will provide one (1) uniformed Sheriff's Deputy ("Deputy") to the Town for minimum period of eight (8) hours per week (excluding regular days off, vacation time, sick leave time, and annual in-service training) to perform police duties within the Town's corporate limits. The Sheriff will determine the schedule for the Deputy's hours assigned to the Town. In addition to the services of the Deputy, the Sheriff will continue to provide the present level of police patrol normally occurring within the Town. However, nothing in this Agreement will prevent the Sheriff from detailing the Deputy or other deputies normally performing police duties within the Town's corporate limits to areas outside of the Town in the event of an emergency situation. For purposes of this Agreement, an emergency situation is defined as a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate action to protect an individual's or individuals' health, safety, welfare, or property from actual or threatened harm or from any unlawful act.

### **Deputy Qualifications**

3. The Deputy will be a sworn uniformed deputy and a member of the Washington County Sheriff's Office. The Deputy will comply with the minimum standards for qualification and certification required of a law enforcement officer by the Washington County Sheriff's Office and the laws of the State of Maryland

### **Employment Relationship**

4. The Deputy will remain an employee of the County and the Sheriff and will be subject to the sole and exclusive control and supervision of the Sheriff. Nothing in this Agreement will be considered to create the relationship of employer and employee between any Deputy and the Town, between the County and the Town, or between the Sheriff and the Town. In relation to the Town, the County, the Sheriff, and the Deputy will, at all times, be deemed independent contractors.

### **Records**

5. The Sheriff will provide a monthly report to the Town, summarizing the time the Deputy has spent patrolling within the Town. Upon reasonable advanced notice to the Sheriff, the Town will have the right to inspect records maintained by the Sheriff relating to actual patrol time conducted pursuant to and in furtherance of this Agreement.



### **Vehicles**

6. The County, at its sole expense, will provide a properly equipped vehicle for the Deputy's use and will provide proper insurance and maintenance for the vehicle. Title and ownership of the vehicle will be in the County's name, and the vehicle will be in the County's possession at all times. The vehicle should be replaced every five (5) years.

### **Other Equipment**

7. The County will purchase and provide all necessary equipment and uniforms for the Deputy listed on Schedule A attached to and made a part of this Agreement. During the term of this Agreement and after the expiration or termination of this Agreement, all of the equipment and uniforms provided by the County hereunder and listed on Schedule A will be exclusively and solely owned by the County. The County will maintain, insure, and operate, at its sole expense, all the items listed on Schedule A during the term of this Agreement.

### **Costs and Expenses**

8. During the Initial Term of this Agreement, the total annual costs and expenses for the Sheriff's implementation of the Community Deputy program are \$101,359.00 of which \$20,271.80 is the amount of the Town's obligation to pay as contribution to the reasonable and proper salary, benefit, and personal equipment costs of the Deputy. Contemporaneously with this Agreement, the County and the Sheriff have entered into separate agreements with the towns of Clear Spring, Keedysville, Funkstown, and Sharpsburg, who will also pay contributions to the reasonable and proper salary, benefit, and personal equipment costs of the Deputy in accordance with the terms and conditions of their respective separate agreements. The total costs for the Deputy, and the respective shares of each town's cost contributions, are set forth in Schedule B attached to and made a part of this Agreement. At least ninety (90) days prior to the end of the Initial Term of this Agreement, the Sheriff will provide to the Town a certification, substantially in the form of Schedule B, indicating the total costs for the Deputy and the Town's respective share for cost contributions for the Deputy in any upcoming Renewal Term. For each successive year that this Agreement automatically renews and remains in force, the Sheriff's cost certification will be prepared substantially in the form of Schedule B and will become a part and material term of this Agreement. If the Town does not wish to renew the Agreement at the share of cost contribution indicated in the Sheriff's certification, the Town's governing authority will indicate in writing its intent to terminate this Agreement. Termination of this Agreement and the obligations of the Sheriff and the County will cease upon the expiration of the then current term.

### **Payment of Costs and Expenses**

9. The Town's payments of the amounts indicated in Section 8 will be made to the County on a quarterly basis when billed by the County, payable within 30 days of said billing. The Town's financial obligation under this Agreement will be offset by the amount of positive net revenues, if any, generated from citations issued as a result of an automated speed enforcement system in the school zone located within the Town's corporate limits ("Designated System"). "Net revenue" in this Section shall be defined as the total amount of fines actually received by the Sheriff resulting from citations issued using the Designated System, minus the fees attributable to the Designated System paid to the private contractor specific to the Designated System, and in the course of collection of fines. During any quarterly period, if the Net Revenue is a negative number, the offset credit shall be deemed to be zero, and the amount of offset credit will never exceed the Town's quarterly obligation pursuant to Section 8 of this Agreement.

### **Dependent Contract**

10. The obligations of the Sheriff and the County under this Agreement are dependent upon the towns of Clear Spring, Funkstown, Keedysville, Sharpsburg, and Williamsport fully funding their respective shares of related costs pursuant to the terms and conditions of their respective separate agreements with the Sheriff and the County. In the event that one or more of the towns fails to fully fund its share of related costs, and if substitute funding is unavailable, the Sheriff and the County may exercise the rights of renegotiation and, alternatively, termination, reserved to them under Paragraph 1 of this Agreement.

### **Binding Effect**

11. This Agreement and all terms, conditions, and covenants hereof, will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. None of the Parties will have the right to assign, transfer, or subcontract any of their interests or obligations hereunder without written consent of all other Parties.

### **Modification**

12. No modification or amendment of the terms of this Agreement will be valid unless such modification or amendment is in writing and executed by all Parties.

### **Hold Harmless**

13. To the extent permitted by law, the County and the Sheriff will indemnify and hold the Town harmless against any and all suits, claims, or actions arising or alleged to arise as

a result of the acts or omissions of the Deputy, the Sheriff, or the County relating to this Agreement.

**Entire Understanding**

14. This Agreement contains the entire understanding of the Parties who will not be bound by any representations, warranties, covenants, or understandings other than those expressly set forth in this Agreement. The Parties agree and acknowledge that this Agreement is separate and distinct from any other agreement by, between, or among the Parties relating to the Sheriff's deputies patrolling the Town.

**Notices**

15. Any notices required herein will be mailed to all Parties, by regular mail, postage prepaid, to the individuals and addresses set forth below.

To the County:

County Administrator  
100 West Washington Street, Suite 1101  
Hagerstown, MD 21740

To the Sheriff: Sheriff

Washington County Sheriff's Office  
500 Western Maryland Parkway  
Hagerstown, MD 21740

To the Town:

Mayor and Town Council  
Town of Williamsport  
2 N. Conococheague Street  
P.O. Box 307  
Williamsport, MD 21795

**Severability of Provisions**

16. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in full force and effect.

**Applicable Law**

17. This Agreement will be construed and governed in accordance with the laws of the State of Maryland.

**Recitals**

18. The Recitals are and will be considered substantive terms of this Agreement.

**Headings**

19. The paragraph headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

**Non-Waiver**

20. The failure of any Party to insist upon compliance with any term of this Agreement will not be deemed a waiver of any right to enforce such provision.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed and their respective seals affixed the day and date first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MD

\_\_\_\_\_  
Michelle Priebe, Executive Assistant

By: \_\_\_\_\_  
John F. Barr, President

WITNESS:

WASHINGTON COUNTY SHERIFF'S  
OFFICE

\_\_\_\_\_

By: \_\_\_\_\_  
Brian K. Albert, Sheriff

ATTEST:

TOWN OF WILLIAMSPORT

\_\_\_\_\_

By: \_\_\_\_\_

William Green, Mayor

Approved as to form and  
legal sufficiency for execution  
by the County:

\_\_\_\_\_

Kirk C. Downey  
County Attorney

## SCHEDULE A

### EQUIPMENT AND UNIFORM REQUIREMENTS FOR COMMUNITY DEPUTY PROGRAM

5	All season pants
5	Class B summer shirts
5	Class A & B winter shirts
1	Class C trousers
1	Class C long sleeve shirt
1	Class C short sleeve shirt
1	Uniform necktie
1	Patrol jacket
1	Uniform dress blouse
1	Winter campaign hat
1	Summer campaign hat
1	Hat trap for campaign hat
1	Campaign weather cover
1	Summons/citation cover
1	5.11 HI-VIS reversible parka
1	Safariland 4-row-stitch Sam Browne belt
1	4-pack Safariland belt keepers
1	Inner duty belt
1	Sam Browne shoulder strap
1	Safariland holster
1	Safariland handcuff case
1	Peerless standard handcuffs
1	MK-3 Defense Technology .2% 360
1	Safariland leather MK-3 case
1	Safariland leather double magazine holder
1	Glock 22 GEN4, .40 cal w/NS, 3 magazines
1	ASP baton
1	ASP baton holder
1	Remington 870 shotgun
1	Powertac Warrior reloaded LED light
1	Protective vest
1	ANSI traffic vest
1	Streamlight TLR-1 tactical LED gun light
1	Safariland mini flashlight carrier
1	Acoustic ear piece
1	Camera
1	Sirchie patrol latent print kit
1	Portable radio
1	Portable radio holder
1	Badge
1	Name plate

- 1 Years of service pin
- 1 Tie pin
- 1 Pistol badge
- 1 Collar ornaments
- 1 Hat badge
- 1 Rank insignia
- 1 Premier Crown TacElite PC helmet w/neck cape black
- 1 Hatch Reactor riot glove
- 1 LawPro LAPD ballistic nylon war bag
- 1 Taser w/holster & battery
- 1 Disposable medical blanket
- 1 Dyna Med deluxe first aid kit w/steel case
- 1 QuikClot combat gauze
- 1 Body fluid kit
- 1 CPR mask
- 2 Sharps tube
- 1 MSA Millennium gas mask
- 1 MSA CBRN canister for Millennium gas mask
- 1 Blackhawk Omega Elite gas mask leg pouch

**SCHEDULE B**

**COST AND EXPENSES CERTIFICATION  
FOR COMMUNITY DEPUTY PROGRAM**

Summary of Costs and Expenses:

Starting Salary	<u>\$50,460.00</u>
Benefits	<u>\$33,304.00</u>
Personal Equipment	<u>\$17,595.00</u>
Total:	<u>\$101,359.00</u>

Summary of Town Contributions To Costs and Expenses:

Clear Spring	<u>\$20,271.80</u>
Funkstown	<u>\$20,271.80</u>
Keedysville	<u>\$20,271.80</u>
Sharpsburg	<u>\$20,271.80</u>
Williamsport	<u>\$20,271.80</u>
Total:	<u>\$101,359.00</u>



**Prime Time for Women  
Walking Wellness Donation Request**



### Saturday in the Park Sponsorship Form

**\*Kick Off:** June 3, 2023! In partnership with the Town of Boonsboro, PTFW will lead a 1-mile walk at the National Trail Days Celebration and invite participants to take a ride on our Smoothie Bike. Is there anything better than connecting with new friends, walking, talking, and enjoying a delicious and nutritious smoothie? I don't think so!

**Program Dates & Location:** All "Saturday in the Park" events will be held on the first Saturday of the month at 10:00 AM (Weather Permitting). Locations will be announced on Prime Time for Women's Facebook Page and WJEJ radio two weeks in advance. We will also ask our generous sponsors to share the locations.

**Program Purpose:** To improve the physical health and emotional wellbeing of our entire community by engaging multiple generations in healthy, family-friendly, fun, outdoor activities!

**Program Format:** Following a brief presentation by a guest speaker, community members will participate in a one-mile walk followed by fun activities for the whole family.

**Program Partners: \$250**

Benefits Include:

- Knowledge that your company is improving the physical and mental health of our entire community.
- Monthly tags on Facebook, LinkedIn, and Instagram.
- Company name/logo on "Saturday in the Park" t-shirts
- Monthly mention on WJEJ Radio

**Program Sponsors: \$500**

Benefits Include:

- Knowledge that your company is improving the physical and mental health of our entire community.
- Monthly tags on Facebook, LinkedIn, and Instagram.
- Company name/logo on "Saturday in the Park" t-shirts
- Table space at final "Saturday in the Park" celebration
- Recorded interview highlighting your company's support of "Saturday in the Park" and the health of our community.
- Presentation to your company or agency on the "Health Benefits of Positive Social Connections.
- Logo on <https://primetimeforwomen.org/> with a link to your website.
- Saturday in the Park giveaway featuring your company's logo

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Business Name

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Contact Name and Date

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Company Name

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Billing Street Address, City, State and Zip Code

