



Town of Emmitsburg

Mayor Donald N. Briggs

Board of Commissioners,
Timothy O'Donnell, *President*
Clifford Sweeney, *Vice President*
T.J. Burns, *Treasurer*
Joseph Ritz III
Frank Davis
Town Manager
Cathy Willets

**TOWN MEETING AGENDA PACKET
TOWN OFFICE – 300A SOUTH SETON AVENUE
MONDAY, OCTOBER 3RD – 7:30 P.M.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. FUTURE MEETINGS

Citizen's Advisory Committee Meeting: Tuesday, October 18th, at 7:30 pm (Town Office & Zoom)

Frailey Road Farm Development Workshop, Monday, October 24th, at 7:00 pm (Town Office & Zoom)

Planning Commissions Meeting, Tuesday, October 25th, at 7:00 pm (Town Office & Zoom)

Town Council Meeting: Monday, November 7th at 7:30 pm (Town Office & Zoom)

4. MEETING ITEMS

A. APPROVE MINUTES: September 12, 2022

B. POLICE REPORT

C. TOWN MANAGER'S REPORT

D. TOWN PLANNER'S REPORT

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

1) For consideration, Proclamation declaring October 3rd Breast Cancer Awareness Month.

I. CONSENT AGENDA (NONE)

J. TREASURER'S REPORT

K. PLANNING COMMISSION REPORT

L. AGENDA ITEMS (DETAILS ATTACHED)

1) Swearing in of new elected officials.

2) For consideration, Mayor's recommendation for reorganization of the Board of Commissioners.

~~3) Hold a public hearing then consideration of Ordinance 2022-10, which would allow private and public Shooting ranges in the Industrial Park zoning district.~~

WITHDRAWN BY APPLICANT

4) Discussion of possible water and sewer rate and connection fee increase options as a result of a recent study.

5) For consideration, approval of a planning consultant contract.

300A South Seton Avenue • Emmitsburg, Maryland 21727

Phone 301.600.6300 • Fax 301.600.6313 • info@emmitsburgmd.gov • www.emmitsburgmd.gov

6) For consideration, approval of lease for 303 West Lincoln Ave.

M. SET AGENDA FOR NEXT MEETING: NOVEMBER 7, 2022

5. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS

6. ADJOURN

ZOOM INFORMATION

Topic: Mayor & Commissioner's Meeting
Time: Oct 3, 2022 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81057912373>

Meeting ID: 810 5791 2373

Passcode: 21727

One tap mobile

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Dial by your location

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Find your local number: <https://us02web.zoom.us/u/k54RQLxWx>

A. APPROVE MINUTES

**MINUTES
TOWN MEETING
SEPTEMBER 12, 2022
TOWN OFFICE – 300A SOUTH SETON AVENUE**

Present: *Elected Officials* - Mayor Donald Briggs; Commissioners: Timothy O'Donnell, President; Clifford Sweeney, Vice President; T.J. Burns, Treasurer, Joseph Ritz III; and Frank Davis. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Grants Administrator and Recording Secretary; Amy Naill, Code Enforcement Officer; Zachary Gulden, Town Planner; and Sabrina King, Town Clerk. *Others Present* – Deputy Jason Ahalt and Deputy Cole Bartholow.

I. Call to Order

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the September 12, 2022 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Approval of Minutes

Motion: Commissioner Ritz III motioned to accept the August 1, 2022 town meeting minutes as presented; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion was adopted.

Police Report:

Deputy Ahalt presented the police report from August 2022 (exhibit attached).

Town Managers Report:

Cathy Willets, Town Manager, presented the Manager's Report from July 2022 (exhibit in agenda packet).

Town Planners Report:

Zachary Gulden, Town Planner, presented the Planner's Report from July 2022 (exhibit in agenda packet).

Commissioner Comments:

- Commissioner Ritz III: He attended the Thurmont and Emmitsburg Community Show and MS-4 training at the town office. He also toured the water treatment plant with Jared Brantner. He encouraged the public to vote at the upcoming town election.
- Commissioner Davis: He would like to send sympathy to the family of Tom Hoke. The Parks and Recreation Committee met on August 20, 2022 with six members.
- Commissioner Sweeney: He requested the public watch for children near the baseball fields during the fall baseball season. The Lions Club will be holding their annual Halloween celebration in October.
- Commissioner O'Donnell: He met with the assistant city manager of laurel Maryland to show the Town parks. He also mentioned three requests for future agenda items regarding parking, trails and ordinance revisions based on discussions had with the public.
- Commissioner Burns: He stated he will not be running for commissioner again due to the recent birth of his fourth child. He also encouraged the public to be more sympathetic with traffic in the fire hall area during fund raising events. He thanked everyone for their support the last few years as commissioner.

Mayor's Comments:

Mayor Briggs attended numerous meetings in August 2022 (meetings listed in agenda packet) to include National Night Out, a tour of the National Fallen Fire Fighters Memorial with Congressman Trone, a ribbon cutting for the St. Euphemia wayside exhibit, a ribbon cutting for Frederick Health Urgent Care Facility, and a zoom meeting with sister city Lutsk Ukraine Mayor among others.

Public Comments:

Ray Buchheister, Emmitsburg – Mr. Buchheister would like to know the procedure for being more involved in parking regulations for the Town. He would also like to improve parking for small businesses downtown. *Kevin Hagan, Emmitsburg* – Mr. Hagan would like to see the Town revise procedures for putting a lien on a property that has high grass/weeds. *Scott Frager, Emmitsburg* – Mr. Frager lives in Brookfield and is concerned with the safety of Irishtown Road. He is also concerned with the disregard for stop signs on Timbermill Run, Irishtown Road and Brookfield Drive. He would like the town deputies to enforce traffic laws more in these areas. *Amy Boehman-Pollitt, Emmitsburg* – Ms. Boehman-Pollitt is running as a candidate for commissioner in the town elections. She gave a background on herself to include where she is from and why she is running. *Austin Steo, Emmitsburg* – Mr. Steo lives in Northgate and is concerned with the destruction and impassability of the multi-user trails to include portions of the red trail, connector trail and orange trail. *Ken Altadonne, Emmitsburg* – Mr. Altadonne is concerned with speeding on Brookfield Drive and would like speed bumps to be added to the road. *Michael Turnquist, Emmitsburg* – Mr. Turnquist is concerned with speeding on Brookfield Drive since Irishtown Road has opened and is requesting speedbumps on Brookfield Drive. *Phillip Smith, Emmitsburg* – Mr. Smith is concerned with speeding on Brookfield Drive and the safety of the neighborhood children. *Mark Long, Emmitsburg* – Mr. Long is running as a candidate for commissioner in the town elections. He gave a background on himself to include public committees he has served on in the past and why he is running. *Dianne Walbrecker, Emmitsburg* – Ms. Walbrecker expressed her support for declaring Lutsk, Ukraine a sister city with the Town. *Natakyo Raymond, Gettysburg* – Ms. Raymond is from Ukraine and speaks Ukrainian. She thanked the town for pursuing Lutsk, Ukraine as a sister city and sang a Ukrainian song with a Ukrainian headdress.

Administrative Business:

None.

Consent Agenda:

Motion: Commissioner Davis motioned to accept the resignation of Terri Ray as an alternate on the Planning Commission; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion was adopted. *Motion:* Commissioner Ritz III motioned to appoint Brian McKenney as an alternate to the Board of Appeals for a term of September 12, 2022 to September 12, 2025; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

Treasurer's Report:

Commissioner Burns presented the Treasurer's Report for August 2022 (exhibit in agenda packet). Ms. Willets mentioned the Town received approximately \$1.5 million as part of the second payment of the American Rescue Plan money.

Planning Commission Report:

Commissioner Ritz III presented the report. The Commission did not meet in August and the next meeting is scheduled for September 26, 2022.

II. Agenda Items

Agenda #1 - Proclamation celebrating the 100-year founding anniversary of Emmitsburg High School for consideration: Mayor Briggs read the proclamation aloud. The Emmitsburg Library will be holding a celebration on Saturday, September 17, 2022 to celebrate the centennial of the Emmitsburg High School building that

existed at 300 South Seton Avenue from 1922 to 1968. The building hosted the local elementary, middle and high school students before Catoctin High School opened. The ceremony is open to the public and will feature refreshments. At the start of the ceremony the town will be cutting the ribbon of the Emmitsburg High School wayside exhibit. *Motion:* Commissioner Davis motioned to accept the proclamation as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #2 - Proclamation declaring Lutsk, Ukraine a Sister City to the Town of Emmitsburg for consideration: Mayor Briggs presented the agenda item. Mayor Briggs read the proclamation aloud. Commissioner Ritz III requested the exchange of town/city flags. *Motion:* Commissioner Sweeney motioned to accept the proclamation as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #3 - Approval of Ordinance 22-09, update to Town Code 8.12.040 –Removal of grass & weeds for consideration: Ms. Willets presented the agenda item. The item is being pursued in an effort to resolve high grass complaints quicker. Currently town staff place door hangers on a front door for grass over 8-inches high informing the home owner of the violation. 127 door hangers have been issued in 2022 and only three did not comply with the notice and cut their grass. Ms. Willets summarized the current procedures for enforcing the mowing code. The process is long and tedious and can take up to 10 months to get the property owner to mow the grass in extreme situations, which results in increased health and safety concerns as the grass continues to grow higher during this time period. The proposed changes in ordinance 22-09 are being recommended based on discussions with other municipalities and would give the Town the ability to mow the grass and charge the property owner if the violation continues to be outstanding after the door hanger notice. The expense would be chargeable to the property owner as a lien against the property and collectible in accordance with Town Code Title 1. The town manager or Mayor would have to approve the mowing and lien before the town can take actions. *Motion:* Commissioner Burns motioned to approve Ordinance 22-09 as presented; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #4 - Approval of Silo Hill basin retrofit project change order request in the amount of \$42,555.00 for consideration: Mr. Gulden presented the agenda item. The proposed change order PCO #001 with Bearing Construction, Inc. is part of the Silo Hill Basin Retrofitting. The change order is needed because of Frederick County permitting office requiring these changes as part of the permitting process and includes adding concrete collars, project redesign for geotechnical constraints, and removing trees on the rear bank of the basin among other items. The total change order is \$42,555. The Town received \$121,000 and \$34,000 in grant funding for the project. The project is worth 7.96 Municipal Separate Storm Sewer Systems (MS-4) credits. *Motion:* Commissioner Davis motioned to accept change order one; second by Commissioner Sweeney. Yeas – 4; Nays – 1 (Ritz III). The motion was adopted.

Agenda #5 - Review, consider and approve Ordinance 22-05 authorizing the implementation of a stormwater management utility fee based on the recommendations and study results of the Environmental Finance Center of the University of Maryland: Mr. Gulden presented the agenda item. The purpose of this ordinance is to authorize the charge of an annual fee of \$20.00 Equivalent Residential Unit (ERU) based on the amount of imperious surface on publically and privately owned property in Town. The fee will be used to fund stormwater management projects to help the town comply with State and Federal MS-4 mandates. The fee would be added as a new line item on the quarterly water and sewer bills. This is expected to generate approximately \$34,500.00 per year and will be deposited into the stormwater management fund and is only to be used towards stormwater management projects. *Motion:* Commissioner Sweeney motioned to approve Ordinance 22-05 as presented; second by Commissioner Burns. Yeas – 4; Nays – 1 (Ritz III). The motion was adopted.

Agenda #6 - Approval of Resolution 2022-04R Authorizing Mayor Briggs and Town Manager to file an Application for Federal Assistance with the USDA Rural Development for consideration: Ms. Shaw presented the agenda item. If approved, the project would replace 102 streetlight units to include poles, fixtures and lenses along Main Street and South Seton Avenue. The total project cost is \$234,089 of which the Town is asking for permission to apply for \$128,700 with the United States Rural Development (USDA) and the remainder would be funded through State grants and town funding. If all grants are approved, the town anticipates spending approximately 29% or \$67,889 although the resolution says \$105,389. The streetlight replacement is needed because the existing lights are from circa 1980 and have chipping paint, rusting bases/bolts and are a safety hazard. The new lights would be a similar style, dimmable, LED, cutoff luminaires to deter light pollution. The Board invited public comment on economic and environmental impacts, service area, alternatives to the project, or any other issue. *Ray Buchheister, Emmitsburg* – Mr. Buchheister requested clarification on why the lights are needed and the lifetime of the new lights. Town staff needs to check on the lifetime warranty of the lights but believes they are 30-years. There was no other public comment. If the Board approves the resolution, there is no obligation to pursue the project. *Motion:* Commissioner Burns motioned to approve Resolution 2022-04R; second by Commissioner Ritz. Yeas – 5; Nays – 0. The motion was adopted.

Set Agenda Items for October 3, 2022 Town Meeting

Agenda Items: (1.) Swearing in of new elected officials; (2.) For consideration, Mayor’s recommendation for reorganization of the Board of Commissioners. (3.) Hold a public hearing then consideration of Ordinance 2022-10, which would allow private and public shooting ranges in the Industrial Park zoning district. (4.) Discussion of possible water and sewer rate and connection fee increase options as a result of a recent study. (5.) For consideration, approval of a planning consultant contract. (6.) For consideration, approval of lease for 303 West Lincoln Ave. **Administrative Business:** (A.) For consideration, Proclamation declaring October 2022 Breast Cancer Awareness Month. **Consent Items:** None. *Motion:* Commissioner Ritz III motioned to accept the October 3, 2022 town meeting agenda as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion was adopted.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

With no further business, Commissioner Ritz motioned to adjourn the September 12, 2022 town meeting at 10:42 p.m.; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion was adopted.

Respectfully submitted,

Madeline Shaw, Recording Secretary
Minutes Approved On:

B. POLICE REPORT: Presentation by deputies at the meeting.

C. TOWN MANAGER’S REPORT

**Town Manager’s Report
August 2022
Prepared by Cathy Willets**

Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired street lights.
- Staff conducted monthly storm drain inlet cleaning.
- Contractor repaired section of streetlights on East Main St. from Federal Ave. to Creamery Rd.
- Staff installed the new wayside (St. Euphemia School) sign in front of 52 DePaul St.
- Staff installed more Veterans’ Banners on streetlight poles on East and West Main St.

Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Staff conducted monthly park maintenance – playground equipment, roads, fences, pavilions, etc.
- Staff mowed, trimmed and weed killed in parks.
- Staff assisted with National Night Out.
- Staff dug out and put mulch around the park benches.
- Staff cut up tree that fell in the parks and hauled to burn pile.
- Staff replaced some old trash cans with new ones.

Water:

- Rainbow Lake is at the spillway level (15.8 feet).
- The roughing filters are being backwashed three times a day. The DE filters are getting two week runs.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>August</u>	<u>Change</u>
○ Well #1:	35’	39’	-4’
○ Well #2:	8’	15’	-7’
○ Well #3:	12’	30’	-18’
○ Well #4:	108’	OFF	N/A’
○ Well #5:	10’	OFF	N/A

- Water production and consumption. We produced an average of 226,409 GPD. We consumed an average of 240,750 GPD (finish water + MSM). The amount of Backwash Water in the month of August is ... (13.74%).

- 45.33% of this water came from wells.

For more information, go to www.emmitsburgmd.gov

- 5.12% of this water came from Mt. St. Mary's.
- 49.55% of this water came from Rainbow Lake.

We purchased 424,100 gallons of water from MSM this month.

Wastewater:

- We treated an average of 336,674 GPD (240,750 consumed GPD) which means that 4.32% of the wastewater treated this month was "wild water".
- We had no spills of untreated sewage in the month of August.
- We did not exceed the plant's design capacity anytime in the month of August.
- We received about 1.3" of precipitation this month (the average is 3.4"). We have a precipitation **SURPLUS of .38"** over the last six months. The average precipitation for the period from March 1 through August 31 is 23.27". We have received 23.65" for that period.

Trash: Trash pickup will remain Mondays in the month of October.

Meetings Attended:

- 08/01 Attended Town Meeting
- 08/02 Attended progress meeting for water clarifier project
- 08/03 Attended meeting with MSM representatives and town staff re: upcoming event
- 08/16 Conference call with HR consultant
- 08/17 Attended pre-construction zoom meeting with County representatives and town staff
- 08/17 Met with staff re: water shut offs and door hangers
- 08/23 Attended an onsite walk through at WWTP with contractors and town staff re: possible liner repair/replacement
- 08/24 Met with deputies re: various items
- 08/24 Met with contractor and town staff re: GIS updates for water and sewer
- 08/30 Attended department head and support staff meetings
- 08/31 Attended a water audit meeting with staff
- 08/31 Attended onsite meeting with Jubilee staff, contractor and town staff re: surveillance camera installation
- 08/31 Met with Mayor and planning consultant re: possible contract

Noteworthy:

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in August.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- Staff completed some use and occupancy permit inspections.
- Nighttime to Town flows are going up an average of 65gpm. Keeping an eye out for possible leaks or other causes.
- Installed new solar controller for LG Sonic.
- Water line for Rutters passed pressure test.

- Pump station all the way to Trout property tested and passed.
- Staff working on updating GIS and missing data points
- MDE approved staff change; Jared Water/Sewer Superintendent
- Staff pulled and cleaned lagoon suction tees and got transfer pump running to prepare for hurricane season.
- Staff weed ate around the Silo Hill catch basin for MS-4.
- Staff mowed, weed ate, and weed killed at 507 East Main St.
- Staff and contractor dug out and installed new curb stop at 100 West Main St. and 100 West North Ave.
- Staff handed out 32 shut off door hangers and only had two shut-offs.
- New 2021 backhoe was delivered.
- Staff took down four trees at 303 West Lincoln Ave.

October 2022
Grants Administrator Report
Prepared By: Madeline Shaw, Grants Administrator

ACTIVE GRANTS (11 TOTAL)

#22-1, USDA New Public Works Equipment for \$168,900 (match of \$128,500)

- For purchase of a 4x4 work truck, backhoe loader, multi-user tractor, WWTP SCADA.
- Status - Backhoe and multi-use tractor delivered. SCADA completed. Waiting on work truck to be delivered around Nov. 10th and invoices before submitting final grant report.

#22-5, GOCCP Edward J. Byrne Memorial Justice Assistance Grant (BJAG) for \$98,544 (no match)

- For purchase/installation of 3 license plate readers & 3 surveillance cameras.
- Status - ALPRs installed September 15-19. Final network connection being made before deputy training and SOPs created. Surveillance camera install to occur in October.

#22-6, POS New Bathroom/Concession Stand for \$147,980 (\$89,000 match)

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Engineer currently working on SWM plan and topographic work, due by Dec. 1st.

#22-7, LPPI New Bathroom/Concession Stand for \$40,000 (no match)

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Engineer currently working on SWM plan and topographic work, due by Dec. 1st.

#22-9, LPPI Memorial Park Paving for \$58,000 (no match)

- For paving and lining of Memorial Park.
- Status – Need to submit final grant report. Waiting on final invoice and checks to clear the bank to include in final report.

#22-10, LPPI Message Centers for \$7,500 (no match)

- For purchase of 5 bulletin boards – 3 Community Park, 1 Memorial Park, 1 Rainbow Lake.
- Status – final report submitted 08/09/2022, waiting on payment from State to complete.

#22-11, LPPI Baseball/Softball Bleacher Replacement \$73,300 (no match)

- For purchase/installation and concrete pads for 7 bleachers and 8 slabs.
- Status – final report submitted 08/09/2022, waiting on payment from State to complete.

USDA Creamery Road Pump Station Replacement \$863,000 grant, \$1,987,000 loan

- For replacement of Creamery Road Pump Station will new station.
- Status – waiting on USDA to approve final design, currently submitting monthly reports to USDA.

#23-1, TRIPP Historic Walking Tour and Visit Emmitsburg Website for \$9,750 (\$9,750 match)

- For creation of a tri-fold brochure with walking tour map and creation of Visit Emmitsburg website that would include things to do in area and walking tour.
- Status – final edits for brochure submitted to contractor 09/28, website to begin final design next.

#23-2, TRIPP Emmitsburg Advertising for \$2,963 (\$1,481 match)

- For advertising the Town as a destination in Celebrate Gettysburg and Montgomery Magazine.
- Status – waiting to run ads in spring/summer 2023.

#23-4, CP&P Silo Hill Playground Improvements for \$146,263 (no match)

- To replace old swing set and playground tower and install half basketball court.
- Status – State fully approved grant. Purchase order sent to contractor for work 08/25. Installation to occur in January/February 2023 at latest. Half basketball court to be installed prior.

NEWLY AWARDED GRANTS (5 TOTAL)

#23-5, POS Rainbow Lake Parking Lot for \$70,000 (\$37,500 match)

- For SWM plan and to pave a 10 to 12 space parking lot at Rainbow Lake.
- Status - waiting on Maryland Board of Public Works review/approval. No meeting date known at this time. Was told State is holding FY23 POS applications to approve all at once.

#23-6, POS Community Park Cornhole for \$6,000 (\$2,00 match)

- For installing two pairs of permanent concrete cornhole boards in Community Park.
- Status - waiting on Maryland Board of Public Works review/approval. No meeting date known at this time. Was told State is holding FY23 POS applications to approve all at once.

#23-7, POS Outdoor Storybook Trail for \$8,250 (\$2,750 match)

- For installation of 30 single pedestal exhibits that would display exchangeable storybook pages.
- Status - waiting on Maryland Board of Public Works review/approval. No meeting date known at this time. Was told State is holding FY23 POS applications to approve all at once.

#23-8, MEA Streetlight & Outdoor Lighting Efficiency Pilot for \$27,500 (\$35,113.50 match)

- For replacement of street lights on Main Street/South Seton with dimmable cutoff lights.
- Status – waiting to find additional funding to fund entire project est. at \$234,090. Grant agreement being finalized with State for this grant.

PENDING GRANTS (WAITING FOR ANNOUNCEMENT) (11 TOTAL)

MWQFA Drinking Water Revolving Loan and/or Water Supply Grant for \$2,255,552 submitted 01/31/22

- North Seton Avenue waterline replacement \$1,145,552
- DePaul Street waterline replacement \$1,110,000

DHCD Operating Assistance Grant – Main Street Improvement Grant for \$10,000 submitted 06/30/22

- Downtown improvements via funding of streetlight replacement on Main Street/Seton.

DNR Local Parks and Playgrounds Infrastructure Grant FY2023 – 4 Totaling \$100,000 submitted 07/06/22

- Rainbow Lake Parking Lot to cover remainder of funds needed for project \$44,500
- Community Park Pavilion Improvements to rehab pavilion and replace tables \$30,500
- Memorial Park Pavilion Improvements to rehab pavilions and replace tables \$22,000
- Baseball Bat/Helmet Racks to purchase racks for remaining 3 ballfields \$3,000

DHCD Community Legacy - Emmitsburg Streetlight Improvements for \$161,476.50 submitted 07/12/22

- Downtown improvements via funding of streetlight replacement on Main Street/Seton Ave.

USDA Community Facility Grant – Streetlight Replacements for \$75,000 submitted 08/17/22

- Downtown improvements via funding of streetlight replacement on Main Street/Seton.

DNR Community Parks and Playgrounds FY2024 – 2 Totaling \$120,686 submitted 08/24/22

- Half basketball court in Memorial Park \$15,000
- Playground addition via Timber Stacks play equipment in Memorial Park \$105,686

UPCOMING GRANTS (TO APPLY FOR)

- 1. GOCCP Edward J. Byrne Memorial Justice Assistance Grant, amount TBD deadline TBD**
 - Purchase/installation of 3 more ALPRs to catch traffic going in both directions
- 2. Maryland Tourism Office, Outdoor Legacy - Building the last mile grant, Oct. 20th**
 - Funds to rebuild the red trail damaged by logging
- 3. And other grants as funding is found**

**PARKING ENFORCEMENT REPORT
AUGUST 2022**

Overtime Parking	73
Restricted Parking Zone	11
Parked in Crosswalk	
Parked on Sidewalk/Curb	3
Parked by Fire Hydrant	
Parked Blocking Street	
Parked Blocking Driveway	
Failure to Park between Lines	
Left Side Parking	7
Parked in Handicapped Space	
48 Consecutive Hours	3
Parking Warnings	3
Meter Money	\$1,117.23
Parking Bags	
Parking Permits	\$640.00
Parking Ticket Money	\$1,570.00
Total:	\$3,327.23

D. TOWN PLANNER'S REPORT

Town Planner's Report – August 2022 Prepared by Zach Gulden, MPA

1. Board of Appeals (BOA):

- Attended BOA meeting on 8/22 and processed pre/post meeting materials.
- Updated 10/18/21 minutes based on Board feedback.
- Received a variance application for 277 DePaul Street and started processing.

2. Board of Commissioners (BOC):

- Attended the 8/1 BOC meeting and processed pre/post meeting materials.
- Updated proposed ordinance 22-09 (removal of vegetation) based on attorney comments.
- Received and started processing / reviewing a zoning text amendment application – private or public shooting range. Created PC staff memo.
- Worked with attorney on Ordinance 22-05 (MS4 fee).

3. Grants:

- Chesapeake Bay Trust:
 - Silo Hill SWM basin retrofit design & permitting grant management.
 - Submitted the design & permitting final grant report.
- Completed 2x park & rec grant forms for grant coordinator.
- Keep Maryland Beautiful:
 - Completed the FY22 Clean-Up Green-Up grant final report.

4. Municipal Separate Storm Sewer System (MS4):

- Silo Hill SWM basin retrofit & tree planting project management.
 - Silo Hill SWM basin retrofit:
 - Finalized FC permits. Reconstruction to start last week of September / first week of October.
 - Tree plantings:
 - Worked with surveyor & Daughters regarding future tree planting easements. The Daughters are providing another 9 acres at their property along US15 and 21 acres at their property on South Seton Avenue.
- Continued working on the current year MS4 permit report.
- Met with Daughters' representatives & Public Works Director on 8/11 regarding outfall stabilization partnership.
- Completed 2x outfall stabilization projects.
- Worked on SWM fee property spreadsheet for accounting department.

5. Code Enforcement & Permits:

- Processed 9x zoning permit applications:
 - 1x – patio.
 - 1x – shed.
 - 3x – fence.

- 1x – change of use.
- 1x – deck.
- 1x – trash enclosure.
- Processed 5x backflow preventer permit applications.
- Processed 1x no zoning permit required form.
- Worked on incident for major grading & construction within and near a floodplain without proper permits (Creamery Court property).
- Met with County, property owner, and developer on 8/12 regarding violations for Creamery Court property.
- Issued 3x citations to Creamery Court property – 1) construction within floodplain without permits, 2) construction without zoning permit, 3) construction without final forest conservation plan approval.
- Attended court hearings regarding E Main St property citations on 8/10, 8/11, 8/16, & 8/18.
- Worked with attorney on filing liens on E Main St property.
- Worked with attorney on filing complaint against Welty Ave property.
- Prepared for court case regarding Frailey Road property.
- Conducted a chicken coop permit inspection on 8/25.
- Responded to incident reports.

6. Planning Commission (PC):

- Christ’s Community Church, Brookfield Parcel’s “C”, “D”, & “E”, Rutter’s, Village Liquors, Emmitsburg East Industrial Park II, and Irishtown Road (Brookfield Lots 1-19) project management.
- 500 East Main Street Right-of-Way (ROW) Plat:
 - Recorded ROW agreement.
- Brookfield Parcel’s “C”, “D”, & “E”:
 - Prepared APFO approval letter and emailed to PC & Applicant per code.
- Village Liquors:
 - Received and reviewed cost estimate for bonds.
- Emmitsburg East Industrial Park II:
 - Received and started processing final subdivision & final forest conservation plans for Lots 5 & 6.
- Started talking with MD Department of Planning on the next steps to start the 2025 comprehensive plan update.
- Finalized and recorded the “declaration for establishment and maintenance of stormwater management area” document for pump station project.

7. Miscellaneous:

- Stand 10 forestry project management.
- Reviewed MD DHCD comments on sustainable community designation renewal application. Revised application based on comments & resubmitted.
- Met with sewer / water superintendents, manager, and contractor on 8/24 regarding GIS update project.
- Attended a department head meeting on 8/30.

8. New Business / Development Updates:

- **Emmit Ridge 2** – Property is for sale.
- **Federal Stone** – Forest & site plans approved. Next step is to submit an improvement plat with the Town. Unknown date. Construction is being pushed back due to high construction costs (inflation).
- **Frailey Farm** - Property is under contract. Public workshop scheduled for October 24 @ 7:30 PM.
- **Mason Dixon Logistics Park (Trout Property)** – concept plan submitted to staff. Commercial / industrial park. Potential zoning text and/or map amendment applications in the near future.
- **MDOT/SHA Park & Ride** – MDOT/SHA has informed the Town that they have restarted design on July 1, 2022. They expect that 30% of the project will be completed by the end of 2022 (“Preliminary Investigation Phase”).
- **Ripleigh’s Creamery** – Working on obtaining FC building permit.
- **Rutter’s** – active construction. Expected completion is end of October or beginning of November 2022.
- **Village Liquors & Plaza Inn** – Property owner has informed the Town that they are now phasing the project – Phase 1) 1st story convenience area; and Phase 2) 2nd & 3rd story hotel. They are working on zoning permit submittal.
- **Warthen’s Court 5-unit townhomes** – Sketch plan submitted. Unknown date of submittal.

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

September activities for October 3rd meeting Agenda - Mayor Briggs

- Thursday, September 8th, 9 am met with the Town grant administrator Maddy Shaw and wayside exhibitor's developers, zoom.
- Friday, 9th, 6:00 PM. with Frank Davis, Joe Ritz, represented the Town at Emmitsburg - Thurmont Community Show.
- Thursday, 8th, 10-11:30 AM, St Johns College, Annapolis-Santa Fe, Classics Seminar - zoom.
- Sunday, 9/11, 8:30 AM, 9/11 observance at 8:46 AM art Emmitsburg Homeland Security facility chapel with staff and students.
- Monday, 12th, 7:30 PM, regularly scheduled monthly town meeting in person and call in.
- Tuesday, 13th, 9:00 AM, conducted town election judge swearing-in ceremony for Mrs. Sharon Hane, Mrs. Lynn Orndorff and Mrs. Charlotte Mazaleski.
- Wednesday, 14th, 9:00 AM, conducted town election judge swearing-in ceremony for Ms. Tammy May.
- Wednesday, 14th, 10:00 AM, with Town Manager, Cathy Willets conference call with town attorney Lesley Powell re: leases to tenants.
- Wednesday, 14th, 2:00 PM, Mayor podcast with guest Ron Siarnicki, Executive Director, the National Fallen Firefighters Foundation.
- Friday, 16th, 9:30 AM – 11:15 AM, Mother Seton School, attended PROUDLY, Grandparents and Grand Friends Day.
- Saturday, 17th, 11:00 AM, Community Center - Library, 100th year celebration of construction of Emmitsburg School, grades 1-11. Later became Emmitsburg HS, grades 9-12. Ribbon cutting for Emmitsburg High School wayside exhibit.
- Wednesday, 21st, 2:00 PM, Mayor podcast with guest Rev. Timothy S. May, Frederick County, Frederick County Volunteer Firefighters Chaplain.
- Monday, 19th, 7 PM, Emmitsburg Business Alliance (EBA) meeting Silo shopping center.
- Tuesday, 20th, 9 AM zoom with Town attorney Leslie Powell, Town Manager Cathy Willets and Town Planner Zach Gulden re: Text amendments, annexation.
- Thursday, 22nd, 6:00 PM, attended Frederick County Chapter Maryland Municipal League (MML) dinner-meeting, Maryland National Golf Club. Town to receive requested \$100,000 LPPI FY2023 Program Municipal Request.
- Tuesday 27th, 7 AM - 8 PM. Town election for two open commissioner seats October 3rd, 2022-October 6th, 2025. Candidates, Amy Boehman-Pollitt Pp, Frank Davis, Kevin Hagan, and Mark Long.
- Tuesday 27th, 11:30 AM – 12 PM Zoom meeting with Town attorney Leslie Powell, Town Manager Cathy Willets, Town Planner Zach Gulden re: Frailey annexation.
- Wednesday, 28th noon, Retirement party for Dan Fissel, Water and WWTP supervisor after 28 years of service, Thank you Dan. Well Done!

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

- 1) For consideration, Proclamation declaring October 2022 Breast Cancer Awareness Month.



PROCLAMATION
BREAST CANCER AWARENESS MONTH
OCTOBER 2022



WHEREAS, while considerable progress has been made in the fight against breast cancer, per the American Cancer Society about 287,850 new cases of invasive breast cancer will be diagnosed in women in 2022 and

WHEREAS, this year an estimated 43,250 women will die from breast cancer in the United States; and

WHEREAS, an estimated 2,710 men will be diagnosed with invasive breast cancer in the United States and approximately 530 men will die;

WHEREAS, 1 and 8 women will develop breast cancer in her lifetime; and

WHEREAS, there are over 3.8 million breast cancer survivors in the United States; and

WHEREAS, during this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

WHEREAS, as we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October 2022, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease, and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland do hereby proclaim the month of October 2022 as Breast Cancer Awareness Month.

ADOPTED this 3rd day of October, 2022.

Donald N. Briggs
Mayor

Timothy J. O'Donnell, President
Board of Commissioners

I. CONSENT AGENDA (NONE)

J. TREASURER REPORT

**TOWN OF EMMITSBURG
 CASH ACTIVITY as of September 27, 2022**

\$9,144,628	Cash Balance September 1, 2022
222,992	Deposits
<u>-300,897</u>	Withdrawals
\$9,066,723	Operating Balance Forward

<u>Check Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>
\$107,220	GT Mid Atlantic	Backhoe	09.14.22
\$44,060	White Pine Paving	Silo Hill Road Paving	09.14.22
\$31,911	Treasurer of Frederick County	4Q FY22 Law Enforcement	09.14.22
\$30,600	Bearing Construction	Silo Hill Basin Project	08.31.22
\$23,875	Thurmont Paving	Stonehurst Court Paving	08.31.22
\$11,639	Univar USA	Chemicals	08.31.22
\$10,910	Earn Contractors	Gym Painting	09.14.22
\$7,355	Grove Public Relations	Historic Walking Tour	09.14.22
\$6,872	Republic Services	Sep 22 Refuse Services	09.14.22
\$6,716	Powell, LLC	Legal Services	09.07.22

Ck dates 08.31.22 to 09.27.22

K. PLANNING COMMISSION REPORT: Presentation at the meeting.

L. AGENDA ITEMS:

AGENDA ITEM #1: Swearing in of new elected officials.

Presentation at meeting by Mayor Donald Briggs.

AGENDA ITEM #2: For consideration, Mayor's recommendation for reorganization of the Board of Commissioners

Presentation at meeting by Mayor Donald Briggs.

AGENDA ITEM #3: ~~Hold a public hearing then consideration of Ordinance 2022-10, which would allow Private and public Shooting ranges in the Industrial Park zoning district. Presentation at meeting by Town Staffing.~~ **WITHDRAWN BY APPLICANT**

AGENDA ITEM #4: Discussion of possible water and sewer rate and connection fee increase options as a result of a recent study.

Presentation at meeting by Town Staff and Contractor.

AGENDA ITEM #5: For consideration, approval of a planning consultant contract.

Presentation at meeting by Town Staff.

**ON – CALL AGREEMENT
TOWN PLANING AND ZONING SERVICES**

This Agreement is made by and between **Jakubiak & Associates, Inc.** whose address is 115 Yorkleigh Road Towson, Maryland 21204, referred to as “Contractor” and the **Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland**, whose address is, 300A S. South Seton Avenue, Emmitsburg, Maryland 21727. This Contract establishes an independent contractor relationship between the Contractor and the Town; its purpose is to retain the services of Jakubiak & Associates, Inc. as a consulting town planner.

1. Services

Under this Agreement, the Contractor shall provide on-call town planning and zoning services to the Town of Emmitsburg with the primary duty being to advise and assist in the Town’s Planning and Zoning functions most notably assisting the Town in the areas of annexations, development project review, zoning and other development code amendments, land use and related studies, and with other similar tasks that may be requested by the Town including updating the comprehensive plan. Christopher Jakubiak, AICP will be Contractor’s primary assigned consultant to the Town and should other personnel of the Contractor be assigned, the Contractor will first notify the Town Manager and obtain acceptance of that assigned consultant’s qualifications and rate schedule. The Contractor shall report directly to the Town Manager. Contractor shall undertake its best efforts to respond to Town inquiries timely.

The Contractor has no authority to bind the Town and may not enter into any contracts or agreements on behalf of the Town. This Agreement does not create a joint venture or partnership of any kind between the Contractor and the Town.

2. Term of Contract

The Agreement shall begin on _____ and shall end on June 30, 2023. At the Town’s option, this Contract may be renewed and extended for another year upon approval of the Town’s Budget. Any modification to the Contractor’s hourly rate will be discussed and agreed upon prior to an extension of the Contract. Contractor will notify the Town of any proposed change no later than May 1 each year, for budgeting purposes.

Notwithstanding the foregoing, the services for which the Town herein contracts may be terminated by either party without cause upon thirty (30) days written notice by the Town or the Contractor. The Town may terminate the contract for cause on written notice effective immediately in the event the Contractor or its designated employee is charged with any criminal activity, refuses to follow direction of the Town, or the principal employee assigned to this Contract is unable to perform services on behalf of the Town for a period more than fifteen (15) working days during the contract period at times when his services are required. Upon any termination, the Town shall make final payment to the Contractor within 30 days of Contractor's submission of his final invoice for services provided prior to the effective date of the termination,

reimbursement of allowable expenses incurred prior to the effective date of the termination, and for other related tasks as may be specifically requested by the Town such as ensuring a smooth transfer of responsibility.

3. Place Where Services will be Rendered

The Contractor will perform services under this contract primarily at the corporate offices of Jakubiak & Associates, Inc. and as needed at the Town offices or on site visits. Consultant will attend Planning Commission, Board of Appeals, and Town Commissioner meetings, and other meetings as may be needed.

4. Compensation

The Contractor shall provide detailed bills which shall include an accurate record of its time devoted to the Contract Services, in billing increments of tenths of an hour. Billing for travel time to the Town shall be limited to 1.5 hours. The Contractor will invoice the Town monthly for performance of the services under this Contract at the initial term rate of \$205.00 per hour. The parties acknowledge that the Contractor's time devoted to this Contract will approximate 16 hours a month averaged over the course of one full calendar year, and may, in any given month, be more or less than 16 hours depending on the Town's need for services.

The Contractor shall receive compensation and/or reimbursement upon the satisfactory completion and acceptance by the Town of services within thirty (30) days of receipt of Contractor's bill. If invoices are not paid within forty-five (45) days of presentation of invoice, accounts will be considered delinquent and all services by the Contractor will cease. Prior to services ceasing, Contractor shall provide written notification to the Town by registered mail.

5. Reimbursements: Other Payments, Taxes, Expenses

The Town shall reimburse the Contractor for expenses reasonably incurred in performing its duties under this Contract; provided, however, that any extraordinary expenses must be approved in advance by the Town Manager. Approved expenses may include mileage for town business, (reimbursed at the federal IRS rate), postage, delivery, and copying/printing. Such expenses shall be separately itemized on Contractor's monthly bill. Except as otherwise set forth herein, the Contractor shall be entitled to no fee, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder.

The parties hereto further agree that, except as provided herein, the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses including normal overhead expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance, license fees, or any normal out-of-pocket expenses incurred by Contractor in the course of its performance unless such charges have been pre-approved by the Town, in writing.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the Town, and the Contractor is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. If the Contractor is deemed not be an independent contractor by any local, state or federal agency, the Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, expenses, and withholding, including but not limited to, attorney's fees incurred as a result of or in connection with any reclassification or attempted reclassification.

6. Ownership of Records

In the event of termination of this Agreement for any reason, Contractor agrees immediately to return to the Town all records and information or other written materials and the like which the Town may have furnished to it in connection with those activities hereunder or which the Contractor may have obtained or prepared in the performance of this Agreement so that none of the foregoing items or copies thereof shall remain in the Contractor's possession. All records and materials supplied to the Contractor by the Town or obtained by the Contractor in the performance of this Agreement are to remain at all times the sole property of the Town.

7. Confidentiality

The Contractor will not at any time during or after its relationship with the Town directly or indirectly disclose to others any confidential information of the Town. While engaged as the independent Contractor of the Town, the Contractor may only use confidential information for the purpose of carrying out the Contractor's duties as an independent Contractor of the Town. The Contractor may not make use of any such information at any time for any other purpose.

8. Computers

To the extent Contractor uses Town computer equipment or other devices, Contractor acknowledges that such equipment is for Town purposes only and that Contractor has no right or expectation of privacy in connection with any communications on such devices.

9. Professionalism

Contractor agrees to conduct itself in a professional manner at all times and to refrain from conduct that would be disparaging or harmful to others or that may cause injury to the reputation of the Town.

10. Not Assignable

The Contractor shall not assign or transfer any interest or claim under the Agreement except as may be agreed upon and authorized in writing by the Town. No contract or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted without the prior written approval of the Town.

11. Contractor's Records

Daily records of Contractor's Direct Personnel, Consultant and Expenses pertaining to this Agreement and services performed pursuant hereto shall be retained and made available to the Town or its authorized representative upon request for three years from the date of termination of the Agreement.

12. Insurance

Contractor shall maintain in full force and effect during the term of this Agreement professional liability insurance, comprehensive general liability insurance, automobile liability insurance and worker's compensation insurance if applicable in amounts determined by the Town from time to time to be appropriate. Contractor shall provide the Town evidence of such insurance upon 15 days of execution of this Contract.

13. Indemnification

Contractor further agrees to defend, indemnify, and hold harmless the Town for any errors, omissions, breaches and negligence caused in whole or part by any acts or omissions of the Contractor, and/or any of its consultants, agents, officers or employees including reasonable attorney's fees, expert witness fees and any other costs incurred by the Town as a result of Contractor's acts or omissions. In no case shall the Contractor be liable for claims, expenses, loss or damage caused by the negligence of the Town, its agents or employees.

14. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Frederick County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

15. WAIVER OF JURY TRIAL

EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY.

16. Set-Off

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Town against any compensation due to Contractor for the provision of the Services.

17. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

18. Compliance with Laws

The Contractor hereby agrees to comply with all applicable Federal, State and local laws, regulations and orders pertaining to the Services to be provided.

19. Entire Understanding

This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto set their hands and seals unto this Agreement, which is executed as of the day and year first above mentioned.

Signed this ____ day of _____, 2022.

draft

WITNESS:

Jakubiak & Associates, Inc

By: _____
Christopher N. Jakubiak, President

MAYOR, TOWN OF EMMITSBURG

By: _____
Donald N. Briggs, Mayor

Reviewed for Technical Sufficiency:

Reviewed for Legal Sufficiency:

By: _____
Cathy Willets, Town Manager

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Cathy Willets, Town Manager

AGENDA ITEM #6: For consideration, approval of lease for 303 West Lincoln Ave.

Presentation at the meeting by Town Staff.

LEASE ADDENDUM

This Lease Addendum (hereinafter referred to as “Addendum”) is made this _____ day of September, 2022, by and between the Town of Emmitsburg (hereinafter referred to as “Landlord”) and Christ’s Community Church, Assembly of God, Inc. (hereafter referred to as “Tenant”) for the Premises located at 303 West Lincoln Avenue, Emmitsburg, Maryland.

WHEREAS, Landlord and Tenant are parties to a Lease dated October 1, 2016 (the “Lease”); and

WHEREAS, Landlord and Tenant entered into a Lease Addendum – Rent Reduction dated July 14, 2020, which expires September 30, 2022; and

WHEREAS, Tenant desires to extend the Lease commencing on October 1, 2022; it is NOW, THEREFORE, agreed as follows:

1. The foregoing whereas clauses are incorporated as fully set forth herein.
2. Paragraph 2 of the Lease shall be deleted and replaced with the following:
 2. The term of the Lease shall commence on October 1, 2022 (the “Commencement Date”) and shall expire, of its own terms and without further notice, at 11:59 p.m. on the 30th day of September 2024.
3. Paragraph 3 of the Lease shall be deleted and replaced with the following:
 3. During the first (1st) year of the term of this Lease, and commencing on the first (1st) day of October, 2022, Tenant shall pay to Landlord rent of Two Thousand Five Hundred Dollars (\$2,500.00) per month. During the second (2nd) year of the term of this Lease and commencing on the first (1st) day of October 2023, Tenant shall pay to Landlord rent of Three Thousand Dollars (\$3,000.00) per month. Rent shall be due and payable on the first (1st) day of each month, time being of the essence. In the event that Tenant fails to pay any rent installment by the tenth (10th) day after the installment is due, then Tenant shall pay, as additional rent, an amount equal to ten percent (10%) of the installment due and unpaid. Rent shall be paid to Landlord at the Town Offices located at 300A South Seton Avenue, Emmitsburg, Maryland 21727.
4. Paragraph 10 of the Lease shall be deleted and replaced with the following:
 10. Landlord, or its agents, upon twenty-four hours advance telephonic notice (except in the event of emergency in which case no notice is required), shall have the right to enter the Leased Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem necessary or desirable. Landlord may take all materials into the

Leased Premises that may be necessary for such work without constituting an eviction of the Tenant. The rent shall not abate while such repairs, alterations, improvements or additions are being made. During the last sixty (60) days of the lease term, Landlord may show the Leased Premises to prospective tenants and may place "For Rent" notices about the Leased Premises as may be deemed appropriate by Landlord. Tenant shall not interfere with such notices. Landlord shall provide Tenant with twenty-four (24) hours advanced notice of any showings. Landlord agrees that the showings will not interfere with church functions, with the exception of everyday operations of the church business office. Landlord shall have the right during the entire lease term to exhibit the Leased Premises to prospective purchasers.

5. Paragraph 13 of the Lease shall be deleted and replaced with the following:
 13. Provided that Tenant is not in breach of any of its obligations under this Lease, Tenant shall have the right to terminate this Lease by providing written notice to the Landlord not less than sixty (60) days prior to the last day of the desired final rental month of the tenancy. For example, if Tenant desires for the last rental month of the tenancy to be March of 2023, Tenant must provide Landlord written notice of its intent to terminate no later than January 30, 2023.
6. Paragraph 16 of the Lease shall be deleted and replaced with the following:
 16. If Tenant's right to possession of the Leased Premises is terminated in any way before the end of the Lease term, Landlord may re-let the Leased Premises to such persons, for such term and at such rent as may seem appropriate to Landlord. If the rent received from a subsequent Tenant to whom the Landlord has re-let the Leased Premises, which shall include expenses of re-letting, is less than the rent provided in this Lease, Tenant shall pay to Landlord the deficiency in rent. In the event of such termination, Tenant shall remain bound by all the provisions of this Lease for the duration of the term. However, Tenant's obligations under this paragraph shall not apply if Tenant has terminated the Lease pursuant to paragraph 13. Under no circumstances will tenant be entitled to payment of rent in excess of such amounts.
7. Tenant may not assign this lease without Landlord's written approval which may be withheld for any reason.
8. All provisions of the Lease, except as amended herein, are in full force and effect. To the extent there is any conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall apply.

9. This Agreement: (A) shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon their agents, representatives, successors and assigns; (B) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Reviewed for Technical Sufficiency:

By: _____
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Cathy Willets, Town Manager

WITNESS:

By: _____
Cathy Willets, Town Manager

LANDLORD: TOWN OF EMMITSBURG

By: _____
Donald N. Briggs, Mayor

WITNESS:

TENANT: CHRIST'S COMMUNITY
CHURCH, ASSEMBLY OF GOD, INC.

By: _____
John Talcott, III, President

Draft

1) SET AGENDA FOR NEXT MEETING: November 7, 2022 AT 7:30 PM

- 1.
- 2.
- 3.
- 4.
- 5.

Administrative Business:

- A.
- B.
- C.