

Town of Perryville  
Work Session Minutes  
February 20, 2024 6:30 p.m. Town Hall

Attendance: Mayor: Matthew Roath, Commissioners: Michelle Linkey, Robert Taylor, Timothy Snelling, Town Administrator: George Patchell, Finance Director: Debra Sharpe, Town Clerk: Jackie Sample. Town Attorney: Fred Sussman.

Remote Participation: Commissioner, Christina Aldridge

The February 20, 2024 Work Session was called to order by Mayor Roath at 6:30 p.m.

Mayor Roath announced that Commissioner Aldridge is attending remotely via speaker phone and that she could hear him and that the members of the board and those present could hear Commissioner Aldridge. Let the record reflect that all votes taken during the meeting shall be taken by roll call vote.

### **Approval of Agenda**

**Motion** was made by Commissioner Taylor and seconded by Commissioner Linkey to amend the agenda to move item number 9 up to item number 1 on the February 20, 2024; agenda and adopt it as amended.

**All in Favor: Roll Call Vote:** Commissioner Aldridge, Aye, Commissioner Snelling, Aye, Commissioner Linkey, Aye, Commissioner Taylor, Aye, Mayor Roath, Aye. **Motion Carried.**

### **1140 Cedar Corner Road Water/Sewer Abatement**

Mr. Patchell commented that you have a blank abatement request form because Mr. Faley is with us today who would like to talk to you about water usage on his meter at the time when he was not home in the month of October.

Mr. Faley, who resides at 1140 Cedar Corner Road, explained that he received a recent water bill in the amount of \$509. He lives in the house by himself and his normal water bills for the last few periods have been \$155, \$157, \$216, \$210, etc. He was not home from October 3<sup>rd</sup> until October 27<sup>th</sup> and has credit card statements to show that he was away for a third of the time period billed. The water meters are supposedly smart meters that can only go back 90 days, so October 1<sup>st</sup> to the 20<sup>th</sup> could not be data logged, it started when he returned home, prior to that you can see that there was no water usage or faucet leaks or anything. When he had an issue with it, he talked to Jackie who sent DPW out to look and they found no leaks and informed him that he had very little usage. For the first 50 days of this quarter the meter reading was 55,942 and today read 57,784 , only 1,842 gallons used in 50 days for this period. In the period that he is concerned about he was charged for about 21,000 to 23,000 gallons of water which is impossible.

Mayor Roath commented that he has looked over this as well and is sure that the other Commissioners have too. It is strange that a significant amount of usage occurred when he was not home and we do not have the data, the data retrieved does show that there are leaks, however they do not coincide with the amount that we do not have accounted for. That is something that you can do on your own internally, which Mr. Faley responded that he has looked into his toilet situations. We have the lack of data even though it went through your meter. We do not have an internal mechanism to allow for offsets for this kind of unique case. He asked Mr. Faley if he had ever had an abatement like this in the

past, to which he responded that he had not and he is the only one in his house now and prior to April there were two people in the house, and it was not even close to that amount.

Mayor Roath stated that we have looked into the technology and the technology is solid in the sense that it cannot fix itself. If there was something that was going wrong, it would go completely wrong. His recommendation to the board would be to find some kind of equal ground with Mr. Faley, to consider the possibility of abating to the average of the last 4 water bills, we have proof that it went through the meters, just not the solid numeric proof of how or why.

Mr. Faley commented that even if you averaged out the last four billing periods, a couple of them would be when there were two people in the house and then you would be going in the summer months when outside water usage would be used and this period he obviously was not home for one third of the period.

Mayor Roath reiterated that the challenge is that the water did go through the meter we just do not know what was responsible for it, so his recommendation is to somehow meet you in the middle in a reasonable manner.

Commissioner Linkey sees that there are intermittent leaks, which Mr. Patchell explained what is in the graph and where it indicated there are leaks and the daily consumption.

Commissioner Linkey asked him if he had found any intermittent leaks when he checked things in his house.

Mr. Faley responded that there was a flapper that was dirty, and you could not even hear it leaking. He cleaned it up and has checked all of his toilets, he has three of them and he counted that all up, which is less than 3,000 gallons, if you went back to the bar graph to when he got home to the end of the period.

Mr. Patchell commented that the reason that your abatement request form is blank as part of your attachment is because the Town Code 82-2j is an adjustment for charges for inadvertent outside leakage, so there was no mechanism internally for the staff to be able to rectify any of this that he is asking you for.

Mayor Roath commented that the data that we have or do not have does not tell us if it was inside or outside. Mr. Patchell commented that if it is going through the meter, it is inside.

Commissioner Linkey inquired if there was any leak or intermittent leak after 12/01.

Mr. Patchell responded there was not and we pulled the data log today and there is no leaks and we are trying to keep an eye on it to be proactive in case something is occurring it can be caught ahead of time, and we are taking a look at the usage to make sure there are no issues. As stated, we can only go back 90 days. The data log does give an indication to the homeowner if something is wrong. When the bill goes out and the homeowner sees that it is higher than normal and question why, we will do a data log and usually that leak will continue for us to say that they have a leak.

Mayor Roath responded that because of the dynamics, with lack of usage in the past and the significance of the usage while Mr. Faley was away and the unique circumstances and not one that he would suggest being codified but would be worthy of a special exception.

Commissioner Taylor responded that we had done that in the past with the church on Broad Street had the leak that caused a significant water bill and we had given them some relief, so he suggests it be on the March Town Meeting for a vote.

Mayor Roath informed Mr. Faley that we would not be deciding tonight.

Mr. Patchell stated that in the meantime late notices will be going out and the red tags going on, and make sure that none of that occurs prior to the Town Meeting.

Mayor Roath also recommended for Mr. Faley's comfort level to swap his meter out.

Mr. Patchell stated that he can check with DPW in the morning about that.

Mr. Faley inquired if it is possible that the air valves that are in these meters are defective.

Mr. Patchell commented that in speaking with the manufacturer they will not give us anything that is concrete 100% guaranteed. However, what they described to him is when they usually fail, they fail catastrophically, they completely shut down and there is no reset. They are not aware of any bubble situation or valves that are not working.

### **Frenchtown Crossing Sidewalk Survey and Analysis**

Mr. Patchell commented that we contracted with MRA to do a sidewalk survey for the neighborhood of Frenchtown Crossing to determine where exactly the sidewalks lie. Whether they lie within the property owners or more within the right-of-way. We received that survey and turned that survey over to Mr. Sussman who did an analysis of that survey, and you have that as part of your packet.

Commissioner Taylor recused himself from this discussion.

Mr. Sussman stated that it is a complicated issue and part of the issue is who should be responsible for maintenance of the sidewalks and there is no one document that you can go to and look at that says that either the town, the HOA, or a lot owner is responsible. Mr. Sussman wanted to go over some of the history and bring you up-to-date and provide his conclusions on what he thinks would need to be done if the town were to assume responsibility for the sidewalks. Frenchtown Crossing was platted in 2006. On those subdivision plats there was a four-foot drainage, utility and sidewalk easement lying within the boundaries of the lot and the common open space abutting the Rustic Court public right-of-way. The plats do not describe the purpose of the easement or beneficiaries of the easement and the plats do not assign maintenance responsibility of the sidewalks in the easements. If you jump to October of 2011 the developer conveyed and recorded certain additional instruments giving certain explanation and right to the town. In the October 2011 there was a recorded easement granting the town the right to maintain permanent drainage and utility lines in the easements shown on the plat, but they do not reference the sidewalks. In October of 2011, the developer conveyed to the town the water and sewer line and their appurtenances, but then again not the sidewalks. In October of 2011, the developer granted the town an easement in the location of water and sewer easement shown on the plat to install, develop, construct and maintain water and sewer lines and appurtenances, again no reference to sidewalks. He looked at the Frenchtown Crossing HOA documents to see what they may contain regarding rights or obligations of the Association or owners of the lots in the community, but he found nothing, the HOA documents were silent with respect to the sidewalks. The Town code in 72-1 states that new streets and roads are to be designed and constructed per the Cecil County Road code, but the town code assigns no responsibility for maintenance or repairs of the sidewalks. Section 74-1 of the town code says that new sidewalks in subdivisions are to be constructed in accordance to minimum requirements adopted by the

Town Commissioners, but again no responsibility for the assignment of maintenance or repair of the sidewalks. The Cecil County Road code that was in effect in 2006 when Frenchtown Crossing plats were recorded did not address responsibility for maintenance or repair of the sidewalks. However, the Cecil County Road code changed in 2008 after Frenchtown Crossing had been recorded that required that the new sidewalk after that date be maintained by the owner of the abutting lot or the HOA. The Mayor and Commissioners authorized the town to obtain as-built surveys of the sidewalks. We requested that they look into the sidewalk in relationship to the plat and sidewalk easement and the lot right-of-way. It shows that the sidewalk was installed in part of the lot and common open space and part in the Rustic Court right-of-way with no consistency in the extent of the sidewalk location of the lot and common open space and the Rustic Court right-of-way. His conclusion was that the sidewalk easement was plated for public benefit to allow the members of the public to traverse the sidewalks on private property, remembering that the sidewalk easements were located within the boundaries of the lots not in the right-of-way, but the sidewalk easement does not grant any rights to the town. Land within the sidewalk easement is owned by the owner of the underlying land, the sidewalk easement is plated within the boundaries of the individual lots, whoever owns the lot owns that portion of the sidewalk easement showing on the plat. This is except for lots 63-66 at the entrance to the Frenchtown Crossing community, part of the sidewalk is owned by the town and part of the sidewalk is owned by the lot owner or the HOA. In the vicinity of lots 63-66 the sidewalk was constructed entirely within the Rustic Court right-of-way. Maintenance and repair of the sidewalk is the responsibility of the owners of the land of which the sidewalk is built, the town is responsible for the portions of the sidewalk within the Rustic Court right-of-way, the lot owners are responsible for the portions of the sidewalk on the owners lots, and the HOA is responsible for the portions of the sidewalk lying on the common area open space owned by the HOA, so there is a division of responsibility. He provided some options for the town to consider. If the governing body of the town were to assume or take some responsibility for maintenance of the sidewalk because of the irregularity in the way they were constructed to make sure that there is some commonality in how they are maintained, there are two different ways to approach that. One of them is on a mass basis, meaning they would be the town's responsibility going forward for the entire sidewalk. This would require a deed of easement from each lot owner or the HOA to the town granting the town the right to repair and maintain the sidewalks' location and construction on an ongoing basis. This would mean granting property rights in a lot to the town by easement. The first step would be to determine legal ownership of each lot and preparing a common form of deed of easement, tailoring each deed of easement for each lot, and having that executed by each owner and the town, approximately 76 deeds of easement and recording each of those in the land records. If you went through that process, then the town would be responsible for maintaining the entire sidewalks throughout the community.

Mayor Roath inquired if we decided to go that route if it would have to be all 76 of the lots, you could not do it if you only had 74.

Mr. Sussman responded that you could but that will leave several lots with the responsibility remaining divided. Mr. Sussman explained that the easements are property interest for each lot so each lot owner would have to give the town the right to go on the lot and maintain a portion of the sidewalks on the lot except for the portions of the sidewalk that are located in the common open space. The second option would be to do it on a lot-by-lot basis as needed, not the maintenance for the entire community. In that instance it would be a license to right-of-entry, which would not involve conveying property interest of the lot. It would be giving us permission to go on an individual lot to make repairs to the sidewalk. It would be the similar process of determining legal ownership of the lot which the town would maintain or repair the sidewalk and preparing a common form of license of right-of-entry agreement and tailoring that for each lot that would be executed, but there would be no need to record it because you are not assigning



any property right. This would be more for a section of sidewalk that needed repair and if the lot owners gave permission to come on their lots to make that particular repair.

Mayor Roath inquired if that would be a cost share of sorts.

Mr. Sussman responded that does not address cost sharing.

Mayor Roath responded that this is what this is all about the hundreds of thousands of dollars in liability that we cannot afford to take on. It sounds like we have a unique situation where we own half, and they own half, and we need to find a way to properly maintain them equitably.

Mr. Sussman responded that his statement was a fair assessment, unfortunately it is more complicated because it is not an even division on what part is on the lot and what portion is on the right-of-way. Mr. Sussman performed a Frenchtown Crossing sidewalk location analysis based on MRA curb and sidewalk as built exhibits and the subdivision plat and the easements on the plat to determine on a lot by lot basis to allocate where the sidewalk is on the lot, where it is in the right-of-way and where the drainage utility and sidewalk easement and the surveyor confirmed that his assessment was accurate.

Mayor Roath wanted to go back to the financial ramifications and commented that we have sidewalks and walkways that have not been replaced in 70 plus years and the board recently adopted a priority list for sidewalks over the last two years. He wanted to point out that even if we were to take over maintenance responsibility that development would be last in line when it comes down to that priority list, on top of the fact that there needs to be some kind of financial agreement to take on the entirety of the responsibility instead of just half at this point. He asked if there was a taxing district opportunity here.

Mr. Sussman responded that he had not looked into that.

Mayor Roath commented that he does not want to have the taxpayers of the entire town taking on responsibilities that was meant to be illustrated as such to be for the HOA and because of an oversight by the town or the developer or whoever is responsible that people would have to pay for it now. He also does not want to get in a situation where we are responsible for taking over their rainwater runoff and those types of things.

Mr. Sussman thinks that if there was any fault it would have been a fault back to when the sidewalks were installed and there should have been as-built plans when the right-of-way for the sidewalks were prepared at the time of construction, from what we can tell that was not done and nobody has been able to locate them. If they had been provided at the time of construction, they would have been seen then somebody would have seen that they were not how they should have been and would have provided corrective action at that time. Mr. Sussman discussed the cost, there are two sets of cost, one is the process cost of determining the owners, preparing the right-of-way easements, etc. to be recorded and deeded which will not be insignificant. Then there will be the cost of maintenance and repair of the sidewalks. He also stated that this is a situation that would not apply to any community developed after 2008, these are older communities before the change to the Cecil County Road update which assigned responsibility to the landowner.

Mayor Roath asked Mr. Patchell how intrusive it would be on administrative time and effort for one option or the other.

Mr. Patchell responded that he would have to discuss that with Fred, he thinks it would be a lot of responsibility on the homeowner.

Mayor Roath responded that if we have half of the people that are agreeable to do it and the other half not you are looking at a mess for decades to come.

Commissioner Snelling inquired if that means that if the town came in and made the repairs on the sidewalks that are partially owned by the homeowners if that would be a one-time thing.

Mr. Sussman responded that it depends if it is the first option presented which would be if an easement was deeded over to the town that would be forever, each lot owner would assign over to the town the property an interest in their property for the town to come on and make the improvements if and when needed in the future.

Mayor Roath responded that would be if deemed necessary by us and the other option would be if the homeowners felt it was necessary.

Mr. Sussman responded that the second option would be on a case by case basis with a license of right-of-way entry agreement being prepared for the lot owners that want it done giving permission for the town to come in and make the repairs to the sidewalk in front of their property, then that would be it.

Mayor Roath mentioned that it is also an extension of their driveways that is more wear and tear on from them being run over constantly.

Commissioner Linkey mentioned that either way it appears that it is up to the homeowner to say yes or no.

Mr. Sussman responded that was correct.

Mayor Roath commented that he would think that would be the argument, if it is not uniform it would have very little value or be even more expensive for our people.

Commissioner Linkey inquired whose responsibility it would be as far as getting legal ownership and deeds of easements etc.

Mr. Sussman responded that it would be the town, you would want to tackle it as a consolidated project.

Commissioner Linkey inquired if the license for point of entry would be the town as well.

Mr. Sussman responded that as he views it you would want the town to take the lead because you would want to encourage the individuals to have their sidewalk repaired to create a safer environment.

Commissioner Linkey inquired if he had an estimate on the cost difference between the easement versus lot-by-lot basis.

Mr. Sussman responded that the cost would not be much different except for the amount of lots involved, determining the ownership, and preparing documents would basically be the same, he did not have a cost figure.

A resident in attendance inquired if the homeowners determined that their part of the sidewalk needs to be replaced if the town was going to have to pay for the other half of the sidewalk.

Mayor Roath responded that it depends on how we are going to do it and would be a discussion, but as shared before there are about 10 other sidewalk projects that are ahead of any other priorities outside of that.

The resident inquired if the town was to take over ownership then it would be their full responsibility to repair and maintain it versus splitting the cost.

Mayor Roath responded that it would be our decision both ways because the town would be incurring costs.

Mr. Sussman responded that it is a policy question for you as the Mayor and Commissioners to determine how you want to allocate the cost, and the town should be the party to coordinate the overall project to make sure that it is done appropriately and consistently and that it would be a cost sharing allocation.

Mayor Roath commented that now that it has been determined that there is mutual ownership, we need to come up with a plan of action that is mutually beneficial for both sides. He assumes that a special taxing district would have to be the entire neighborhood, not just individual properties.

Mr. Sussman responded that is correct. He stated that in La Plata they had a similar issue in regard to a public road and private road where a special taxing district was created on that particular street which was under a special authority to create a special tax district, he is not sure if there is a similar authority for sidewalk maintenance or not but it could be looked into.

### **Susquehanna River Running Festival Request**

Dominic Corson, representing the Susquehanna River Running Festival discussed the request for their annual running event, last year it was cancelled because of the hurricane. The permits and all of the paperwork are all the same, traffic control, etc., there is nothing that is going to change. He has Will Murdach here who is with Charm City Run, who are taking over the management of the event since he as a volunteer only has so much time to put into marketing the event, they took over marketing last year and we had over 1,800 people signed up, which was 800 more than the year before.

Commissioner Snelling inquired how long Aiken and Broad will be shut down.

Mr. Corson responded that the Hatem Bridge will be shut down around 7 a.m. and the first runner will be coming onto Aiken Avenue from across the bridge around 8:15 a.m.- through and back with the last runner hopefully being done by 10:15 a.m. which will be the time frame it will be closed.

Mayor Roath stated that we had discussions last year with Mr. Murdach on keeping our community and businesses involved and partnering with you when we have these types of events and would like to continue with that dialogue.

Mr. Murdach commented that plans are in place to continue with increasing outreach with Perryville outreach and the Middle School band is going to play and have a partnership with 5<sup>th</sup> Company Brewing.

### **Perryville Little League Request**

Ms. Yachanech stated that they are requesting permission to have the annual Little League parade on April 6<sup>th</sup> from the Middle School to here and it is the same as previous times.

Mayor Roath inquired if it was just going to be the kids on the teams again, no floats or anything.

Ms. Yachanech responded that it will be the kids and usually the Fire Company brings a Fire Truck to be a part of the parade.

Mayor Roath brought up the next item which was Budget Amendment Ordinance 2024-02.

Mr. Patchell stated that they may want to consider moving the Election Board nominees and the Town Election to the next item since there are people here.

**Motion** was made by Commissioner Taylor and seconded by Commissioner Linkey to move the Town Election nominees, and the Planning Board nominees and the Election date to the current Budget Amendment spot. **Roll Call Vote:** Commissioner Aldridge, Aye, Commissioner Snelling, Aye, Commissioner Linkey, Aye, Commissioner Taylor, Aye, Mayor Roath, Aye. **All in Favor: Motion Carried**

### **Election Nominees**

Mr. Patchell commented that the State of Maryland Primary Election is being held on the same date as our Town Election and two of the Town's Election board members serve as the County Election judges, by code we need to have at least three judges available to run an Election. Jackie spearheaded an effort to find some additional volunteers to replace them which were Holly Merchant, who was unable to attend tonight due to an emergency and Matt Anderson who is here tonight.

Mayor Roath inquired if there were any questions for Matt.

Commissioner Snelling inquired if that is going to be just a temporary thing.

Commissioner Taylor commented that the Election Board is voted on annually. He believes that since the two members were voted in previously then they would have to resign, and the replacements would be appointed for this year and reappoint next year if they wanted to be.

Commissioner Linkey commented that we have to have three sitting members and we have one alternate, she inquired if we are allowed to have two alternates and they would just step in.

Mr. Sussman does not think the code provides for alternates.

Ms. Sample stated that the current alternate, Sheron Alexander, is available to serve on that day along with Wayne Kommalen, a current sitting member is available to serve.

Commissioner Taylor stated that the Town Charter stated that there shall be a Board of Supervisors of Elections consisting of 3 members who shall be appointed by the Mayor and Commissioners on or before the first Tuesday in March for the term of one year, so we will need those people to submit their resignation before the Town Meeting so we can then appoint their replacements in time.

Mayor Roath inquired if we have enough guidance to move forward with the nominations in March, which Mr. Patchell responded that we do we will get the two resignation letters from the two that cannot serve on that day and have the nominees to be voted on .

### **Planning Board Nominees**

Mr. Patchell stated that we have two nominees before us willing to serve on the Planning and Zoning Board, Holly Merchant, who again could not be here tonight because of an emergency and Benjamin Peddicord who is here.

Commissioner Taylor inquired if there was a prohibition in the Charter on serving on two different boards because Ms. Merchant is also up for the Election Board as well as the Planning Board.



Ms. Sample stated that she had inquired about that with Mr. Sussman in the past because we had Mr. Kommalan that serves on the Board of Appeals, and he had said that it was ok.

Commissioner Taylor commented that a possible solution would be that Ms. Merchant could serve on the Election Board and then after the Election resign for that position and then be appointed to the Planning Board if there is a problem.

Mr. Sussman can look into that; his recollection is that Perryville does not have a prohibition on serving on two boards.

### **Election Date Conflict**

Mayor Roath stated that it appears that we have the directive regarding our volunteers for the Election Board. He has reached out to the Cecil County Election Board to see if it is a reasonable request for Perryville to move their Election at the Perryville Middle School since the Cecil County Election is going to be held there to get the maximum turnout. He stated that they were amenable to that and that the Middle School had plenty of space to accommodate us, so he wanted to start that conversation now.

Commissioner Linkey asked for clarification that it would be on a separate ballot and in a separate room.

Mayor Roath responded that they suggested the media center and there may be some signage that needs addressed but nothing significant.

Commissioner Taylor commented that Maryland polling times are 7 a.m. until 8 p.m. and ours are 7 a.m. until 7 p.m.

Ms. Sample also brought to the attention that the equipment is typically delivered the night before, so that would need to be addressed as well.

Commissioner Taylor stated that it does not say that the Election had to be held on the second Tuesday or that the polls were opened 7 a.m. until 7 p.m. we have just done it, then realized that the hours were in the Charter and the polls are open 7 a.m. until 7 p.m.

Mr. Patchell responded that the second part of this is that the Town has typically held the Election on the second Tuesday of the month in May, there is nothing in the Town Code or Charter that allocates that day as the official day of the Town Election. We would need to have this elected body confirm for this Election specifically in the form of an ordinance and have a special meeting after the Work Session on March 19<sup>th</sup> to vote on it to be held on the 2<sup>nd</sup> Tuesday in May of this year.

Commissioner Taylor commented that it has always been on the second Tuesday in May, he questioned why we need an ordinance.

Mr. Sussman responded that we have not been able to locate anywhere where that was established as the Election Day.

Commissioner Taylor responded that he understands that but does not feel that should be addressed as an ordinance but should be a Charter update.

Mr. Sussman responded that we do not have to time to update the Charter now, the Charter gives the Election board certain authority on the topic of Election and gives the Mayor and Commissioners the authority and responsibility to address issues not otherwise provided for by ordinance. He can have the

ordinance ready for introduction at the March Town Meeting for introduction and voted on at the March 19<sup>th</sup> Special Meeting.

Mayor Roath inquired if there were any objections to moving the Election to the Middle School for this year.

There was discussion on the coordination of the machines being delivered the day before and confirming that this is an option.

Commissioner Linkey asked if there is going to be conversation about changing the date.

Mayor Roath responded that he was going to address that after having this conversation.

Commissioner Linkey responded she was trying to figure out where we were with that because we would not need to do it at the Middle School if we changed the date.

Mayor Roath believes that changing the date would lead to a significantly low turnout.

Commissioner Linkey concurred, and believes that there would be other issues as well regarding the swearing in etc.

Commissioner Snelling mentioned that he would be in favor of changing the date.

Commissioner Taylor asked what date he would request to change that too.

Commissioner Snelling did not have a specific date to provide.

Mr. Patchell responded that in the Charter on C5-9 under b. it stipulates that it shall be the duty of the board of supervisors of elections to provide for each Special Election and General Election a suitable place for voting and suitable ballot box and ballots and/or voting machines. Our analysis is that it would be the Supervisor of Elections to change the location of the Election.

Mayor Roath commented that it did not speak to the date though.

Mr. Sussman responded that the date could be done by this body by Ordinance or by the Board of Elections.

Mr. Patchell commented that we would need a good indication at this meeting on the date of the Election so that we can have the ordinance drawn up for the next Town Meeting.

Mayor Roath did not have any logical reason for changing the date.

Commissioner Taylor's issue with changing the date is that you cannot push the date later, you could only do it earlier because the 2<sup>nd</sup> Tuesday in May would be the end of your term. So, if you get reelected or your opponent gets elected then there would be no Mayor until the following week when you are sworn in. If you moved the Election date to the next week then push back the Work Session where you are typically sworn in to the week after that then there will be a week without a mayor.

The Mayor commented that his opinion remains the same to keep the date the same.

Commissioner Taylor commented that the question seems to be where it is to be held and that is up to the Board of Elections.

Mayor Roath asked for an informal vote on the date and all board members were in agreement to keeping it the same with the exception of Commissioner Snelling who wanted to change the date.

Mr. Patchell commented that he will have the ordinance drawn up and the date as the second Tuesday in May of this year.

**Motion** was made by Commissioner Linkey and seconded by Commissioner Taylor to move Trash Tech to now. **Roll Call Vote**, Commissioner Aldridge, No response. (Abstain), Commissioner Snelling, Aye, Commissioner Taylor, Aye, Commissioner Linkey, Aye, Mayor Roath, Aye. **4 in favor: Motion Carried.**

### **Trash Tech Contract Extension**

Mr. Patchell commented that at the last Town Meeting they did not vote to approve the extension of the contract until some questions that the board had were able to be addressed. A meeting was set up with the representatives to discuss those concerns on the questions that you had; a representative from Trash Tech, Steve Berry is available tonight for questions that you would like to ask in person. One of the questions was if you had an individual that has one bag of trash, if a smaller tote is available or if they can put out one bag of trash without using a tote.

Commissioner Taylor stated that he has an elderly neighbor who puts out one little bag of trash a week.

Mr. Berry responded that they should be in totes, they do offer 65-gallon totes if you had a list of elderly residents that would want the smaller tote for both regular and recycle cans.

Commissioner Taylor stated that he also has a neighbor who has several members in the family who put out two or three cans each week, he inquired if they need an extra tote will you provide one, or will they have to purchase a second one.

Mr. Berry stated for clarification that they provide one 96-gallon tote for trash and a different 96-gallon tote with a colored lid for recycling. If they need an extra tote, they can contact us directly and we will provide that to them with a one-time fee of around \$75.

Commissioner Linkey questioned if that was in our contract, George responded that it was not.

Commissioner Snelling questioned if a tote is stolen or damaged if it will be replaced.

Mr. Berry responded that it is their responsibility and if you contact them, they will replace it free of charge.

Commissioner Taylor inquired what the turnaround time is on that.

Mr. Berry responded that it is within three days.

Mr. Patchell stated that another question was if it was a time like during the holidays when people may have more than the normal amount of trash and have extra bags of trash that will not fit in the tote if that will be taken.

Mr. Berry responded that the trucks were mechanized trucks with either an arm or a mechanism to dump, we will not have the ability of picking up a single bag sitting outside a tote and dumping it inside our container. He explained that even with larger families he does not see them not being able to fit their weekly trash in the large 96-gallon containers.

Commissioner Snelling inquired if the recycling container could be used for an extra container if they have extra trash.

Mr. Berry responded that they could not because the recycling container needs to be clean. If we find that there is heavy contamination on the recyclables, we can get fined by the Cecil County Landfill for contamination and have to be disposed of as trash. We try to discourage people from putting trash in the recycling can by not picking it up and putting a sticker on it stating that the reason it was not picked up was because it was contaminated with trash to hopefully curtail it going forward.

Commissioner Linkey questioned if a resident could purchase their own second trash container.

Mr. Berry explained that the totes are supplied and designed for the truck that we are picking them up with and very heavy and sturdy, generally lasting for 20 years so we do not want it to be put in a situation of replacing an inferior quality tote that was purchased by the resident.

Mayor Roath mentioned that at Christmas time when there is more than likely a lot more recycling, he assumes that you would want the boxes broken down, etc.

Mr. Berry responded that ideally, we would, but do understand that there are occasions and that our guys like to be incented to take care of their residents as well.

Mr. Patchell commented that the question from our staff is for the logistics of who would be responsible for administering the totes.

Mr. Berry responded that they would be delivering them, and they all have serial numbers so we will know every resident that has containers.

Ms. Sample asked what happens if a resident already has your containers.

Mr. Berry responded that you could let them know and they will not deliver them to you, but he is not sure how they would have procured those.

Mr. Patchell stated that the biggest thing is that DPW would not be responsible for the distribution and having them stored in their outside building area. We will be having new residents with new construction coming and rather than the calls being placed to the Town Hall and having DPW be responsible for handing out the totes you will be taking care of them.

Mr. Berry stated that they will have a truck come down on a weekly basis that will have containers on them and pick up broken ones or deliver new ones.

Mayor Roath inquired about people that do not recycle.

Mr. Berry responded if they do not recycle, he would ask them not to take the container.

Mayor Roath asked if the board had any further questions.

Mr. Patchell stated that Commissioner Aldridge had lost connection and was trying to get back on. Mr. Patchell commented that the other question was about the contract because we have the contract with Trash Tech and not SEM, Trash Tech will need to be placed in the contract, as well as the signature area, not only from the town but also for Trash Tech representatives.

### **Budget Amendment Ordinance 2024-02**

Ms. Sharpe explained that she believes that this budget amendment Ordinance 2024-02 is the largest one that she has ever done in volume and in dollars. She gave a brief summary of the amendments. The first one is to bring forward shortages for the remainder of the year for expenses that we have. There is also a fee for contractual service engineer for Planning and Zoning that we get reimbursed 60% for



which is accounted for in our income section. We are charged a fee every year for police communication through Cecil County that was not billed last year so that was rolled over into this year's budget to be paid. The next one is a reallocation of debt service for the new bond interest fees for the Otsego Street project. There were funds rolled over from last year unused from last year from RedSpeed for road and sidewalk repairs and recognized the revenue brought in so far for this year from RedSpeed. Unused Highway User Funds from last year were rolled over, and the sale of a vehicle was recognized. In total there was about \$296,000 we had to pull out of reserves, however we got an unexpected windfall from Great Wolf, not knowing how to budget for the Admissions and Amusement tax so \$60,000 was put in and it turned out to be \$364,000 A&A tax received for two quarters. We also accounted for shortages in the water fund for the remainder of the year. We also needed to fund a lead service line replacement inventory study and split the cost for new Endpoint metering software and training, and fund ½ of the cost to replace fire hydrants on Rt. 222 in the amount of \$16,000. There is also a budget amendment for the installation of water valves for the Turnpike Drive project in the amount of \$44,000. In the sewer fund we made up for the account shortages for the remainder of the year in the amount of \$75,000. We also needed to fund the East Side Sanitary Sewer Capacity Study at \$60,000, and the split cost for the new metering software.

### **FY25 Budget Hearing Dates**

Ms. Sharpe stated that we have currently advertised 3 Budget Hearing dates, February 22<sup>nd</sup>, February 27<sup>th</sup>, February 29<sup>th</sup>, with February 27<sup>th</sup> being tentative. She has a calendar with potential dates available. According to the schedule we would need to have everything done by the end of March, and we usually need two meetings to discuss revenue.

Mayor Roath commented that he is at the Mayors Convention on the 29<sup>th</sup> and will be out of town so he cannot do that one.

Ms. Sharpe asked if they were ok with this Thursday and next Tuesday, the board members were ok with those dates, they will be starting at 6:30 p.m. Her suggestion would be to have what date that is picked for March to be the first one to discuss revenue either on March 7<sup>th</sup> or March 14<sup>th</sup> to get budget projections based on your input.

The board was ok with the March dates.

Ms. Sharpe inquired if they wanted to do revenue on March 7<sup>th</sup> or the 14<sup>th</sup> because she will need feedback from that.

Mayor Roath suggested the 14<sup>th</sup> to give us a better idea of what is coming in.

Ms. Sharpe commented that March 7<sup>th</sup> would be our third meeting and 14<sup>th</sup> would be expenses and the 21<sup>st</sup> and the 26<sup>th</sup> would be the revenue and probably salaries, and a budget presentation on a later date.

Commissioner Linkey read out the dates for clarification, which were February 22<sup>nd</sup>, February 27<sup>th</sup>, March 7<sup>th</sup>, March 14<sup>th</sup>, March 21<sup>st</sup>, and March 26<sup>th</sup>, Ms. Sharpe confirmed the dates were correct.

### **Police Officers Work Period**

Mr. Patchell commented that Chief Nitz was not feeling well and was unable to attend the meeting and Commissioner Linkey will go over this request on behalf of the Police Department.

Commissioner Linkey commented that the Police Officers went to 12-hour shifts, they were working 84 hours, and, in our handbook, it stated that overtime will be accounted for after 86 hours instead of 84 hours and the officers have been getting overtime after the 84 hours.

Commissioner Taylor inquired if you are just changing the Police Handbook to reflect that.

Mr. Patchell commented it would be the Town Handbook as well.

### **Perryville Dam MDE Inspection Report**

Mr. Patchell stated that on October 19, 2023, MDE performed an inspection of the Perryville Dam located off Reservoir Road and provided us with their findings. In the summary section, there are mandates that MDE has placed upon us. One being within 3 months of the date of this report, the plug from the 4-inch drain orifice located in the weir wall discharging into the sediment basin must be removed. Second being within 3 months, we must remove woody vegetation in and around the abutments upstream from the dam. Within 6 months of this report, which is the most stringent, we must have a professional engineer who is experienced in dam inspection, design, and construction to evaluate the following: Removal of the woody vegetation, determine current condition of the principal spillway, the low areas and narrow width of the dam crest along the right side of the reservoir, the current dam breach analysis on file and complete a Dam Breach Analysis using current data, methods, and software. Within 1 year of the date of this report, a report to MDE containing the professional engineer's evaluation results and recommendations. Unfortunately, we are hearing that the engineering cost could go as high as \$100,000, not including the recommendations MDE put upon us which includes breaching the dam.

Mayor Roath commented that it is troubling to have a six-figure price tag for something that we get no value out of financially. If we were to try to sell it, then we would still have to put six figures into it, so we are stuck either way.

Mr. Patchell responded that we would have to disclose this information to any potential buyers, because these restrictions would apply to them as well.

Commissioner Snelling inquired what happened with the lawsuit with the person that was disputing ownership of the property.

Mr. Patchell responded that there still is a dispute on the ownership of the property. The town adjudicated it and as far as the town is concerned, we own the property.

Mayor Roath inquired if they offered an option for any kind of extension on coming up with a feasibility study for utilizing the property. Since it is a natural resource area, the best option would be to apply for grants, however, the time frame does not allow us to do that.

Mr. Patchell responded that we first need to do is have an engineering firm on board to give us expertise and direction and thinks that once that is done it will satisfy MDE. He did find some leads on available grants that may help us in the breaching and removing of the section of the dam, however we cannot move forward until the engineering is complete. He thinks that there may possibly be some leeway with MDE if we get an engineering firm under contract and provide us with their analysis that we need based on what MDE is asking for.

Mayor Roath mentioned that some of the conversation that he and George have had about this property was to possibility turn it into an asset for our residents, not necessarily a revenue source in talking to LSHG as well, about partnering with them to turn it into a trail system. In summary it seems as if we are stuck with having to make a sizeable investment.

Mr. Patchell responded that we should get the low-lying things taken care of first, the vegetation, and we did take a look at the drain and unfortunately someone has placed something inside that drain making it almost impossible to remove it.

Mayor Roath commented that he has spoken to many people over the years who had suggested that is what they do to make it a more viable fishing spot.

Mr. Patchell commented that Ralph is spearheading the engineering aspect of it and once that is ready and we have to do an RFP he will inform the board. Mr. Patchell relayed that for those in the audience that may not know, this property is off of Reservoir Road.

### **Legislative Bond Bill Request**

Mr. Patchell commented that we have an opportunity for bond funding at the State level. Senator Gallion had a project that was not shovel ready but had funds for the potential for another project to take its place. We were contacted by Brigitte Carty from LSHG regarding potentially getting bond funding to finish off the LSHG trail that is currently just education, which he said yes too. We are working with Delegate Hornberger and Senator Gallion for the potential for the bond funding to finish off the LSHG trail which is the only section of the trail that is unpaved. The town has tried unsuccessfully over the past 7 years to find funding to pay for this project, but because it also makes the trail non-ADA compliant, this may be the potential for us to obtain the funding. He explained that if you are coming into the Perryville Park from Marion Tapp Parkway going straight for the Perry Point entrance the trail is on the right-hand side leading up to the sidewalk just outside the gates at Perry Point. He will keep everyone updated and he has filled out the application and a fact sheet last Friday, so he believes that they have all the information that they need at the State for Delegate Hornberger and Senator Gallion to file on behalf of the town.

Mayor Roath hopes that the entirety of the project is funded.

Mr. Patchell replied that he asked for \$250,000, and they do ask if the town is willing to provide some funding and he did put 10% and will see how it goes.

### **Water Line Turnpike Drive Proposal for In-Line Inspection**

Mr. Patchell commented that Kevin Pampuch from AECOM did a presentation before this board at the January Work Session as part of the distribution study and one of the parts of the analysis is project priorities. One of the items discussed in length was that we discovered that Turnpike Drive was the area that caused some discolored water once Great Wolf Lodge first opened back in June and July. In August, the lines were flushed, and it was determined that the issue was with this particular pipeline leading up from our Water Plant to the water tower at the casino. At this time, we know that we cannot isolate this line from the rest of the system. If in the future, we had a scenario where we had to close this line off from the rest of the system, we would not be able to do that. From the water plant and going up to the tower at the casino the main lines converge in this location, you have the orange lines running to Great Wolf Lodge, the casino and to the Water Tower, and then you have the line on Turnpike Drive which has been identified to be an older line, possibly 40 years old. For years it stayed dormant until Great Wolf was built, and it became pressurized and needed to be utilized to help feed the water tower. What is being proposed is to put in the valves that will allow us to isolate this line, so we can continue to feed the tower from the other line if there is an issue and while doing that we can take a sample of that line to see what kind of condition that it is currently in. It will allow for video camera in the future to determine the condition inside the water line, and as Debbie mentioned that cost was roughly about \$38,000, which did not include any replacement of roadway disturbances that may occur.

Mayor Roath stated that this is not only to take care of a water quality issue, but it is also to provide water to the new Chesapeake Overlook.

**Motion** was made by Commissioner Linkey to adjourn the February 20, 2024, Work Session.

**Motion** was made by Commissioner Taylor to amend Commissioner Linkey's motion to adjourn the February 20, 2024, Work Session at 8:30 p.m. and go into a Special Meeting. **Four in Favor: Motion Carried.**

Respectfully submitted,

A handwritten signature in cursive script that reads "Jackie Sample".

Jackie Sample  
Town Clerk