TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
townhall@keedysvillemd.com
www.keedysvillemd.com

Approved

Mayor and Council
Minutes
August 6, 2025

The monthly meeting of the Keedysville Mayor and Town Council was called to order at 7:01 pm with the following present: Council Members Judy Kerns, Matt Hull, Sarah Baker, Town Attorney Ed Kuczynski, Town Administrator Lisa Riner, and Administrative Assistant Teresa Pangle.

Minutes from the July 2, 2024, meeting were approved.

The General Fund Report was $584,569.30

Announcements were read. Mr. Hull added that his wife informed him that the Washington County library is open to having evening hours for the Keedysville Library. Details to be determined.

Community Deputy Report
Deputy Watkins completed the following checks: 9 in Cannon Ridge, 11 in Rockingham, 9 in Stonecrest, 6 at the park, 1 at the filtration plant, 7 at the cemetery, 2 at the church, 3 calls for service, and half an hour of traffic enforcement.

Resident Comments
Ms. Gemeny reported the Ruritans will donate the proceeds from their turkey and trimmings bingo to Springfest, in addition to the free ice cream they provide.

Ms. Baker made a motion to move into closed session, Ms. Kerns seconded, and all voted in favor. The meeting went into a closed session at 7:06 pm.

Closed Session Summary: A closed session was held on 8/6/25 at the Keedysville Town Hall to consult with counsel and discuss ongoing litigation. Council Members Mr. Hull, Ms. Kerns, and Ms. Baker all voted in favor of closing the session. No members voted against it. This meeting was closed under the following provisions of the General Provisions Article § 3-305(b)(7). "To consult with counsel to obtain legal advice. The topics discussed were pending litigation and PIA/OMA complaints. Persons present for this discussion were Ms. Kerns, Mr. Hull, Ms. Baker, Mr. Kuczynski, Ms. Riner, and Ms. Pangle. No actions were taken.

The meeting moved back into open session at 7:38 pm.

Old Business
Snow Removal and De-Icing Bids – One bid was received from Bryan Babington/Willow Farms. Ms. Kerns motioned to accept the bid, Ms. Baker seconded, and all voted in favor.

Comprehensive Plan Update Proposals – Ms. Riner said five bids were received. All were right around $70,000.00 except Mackin, which was around $60,000.00. Ms. Baker motioned to go with Mackin, Ms. Kerns seconded, and all voted in favor.

Historic Structures County Tax Credits – Ms. Riner said they were not able to attend this month's meeting and will plan for next month to give their presentation.

Antietam Drive Survey – The quote from EADS for Phase 2 is $9500.00. There was a question about this phase not including marking property corners and public right-of-ways. Mr. Kuczynski will confirm this with EADS. Mr. Hull motioned to approve, under the condition that the road would be marked, Ms. Baker seconded, and all voted in favor.

New Business

Boonsboro National Night Out Donation – Ms. Kerns motioned to donate $100.00, Ms. Baker seconded, and all voted in favor.

Park Restroom Cleaning Schedule – Ms. Grim requested doing a mid-week clean for July and August for $10-$15. The Council agreed.

Park Pillar Damage – Damage was done by a box truck to one of the park pillars. We have the truck on camera, but can't make out the truck's logo. We received two quotes, one for $2400.00 with very little detail, and the other for $6870.00, which was very detailed. Ms. Baker asked if we have a police report for insurance purposes. Deputy Watkins said he can give us a number for insurance purposes. Deputy Watkins will check homes on Main St with cameras that may help identify the truck.
Mr. Hull mentioned contacting Mr. Harshman's son, who does stone work. Ms. Kerns suggested this be tabled for more information.

MD 250 Grant – Ms. Baker filed the application for a $1,000.00 grant. If awarded, it will be used for a catered trivia event with a focus on history.

Paving – Ms. Baker met with Craig Paving, but we will not be able to piggyback with the County, so the paving will have to be bid out.

Open Meetings Act Violation – Mr. Hull read a summary statement from the Open Meetings Act Compliance Board regarding an incident in 2020. The Board said the Council violated the act by improperly meeting via email to discuss a matter related to the placement of a street light. Mr. Hull added that this was during COVID.

Golf Carts – A resident inquired about the legality of driving golf carts in town. There is some confusion about the law that was passed by the State of Maryland in 2024. There was much discussion. Mr. Kuczynski will do some research, and Deputy Watkins will see what he can find out.

Topics for Meeting with County Commissioners – Ms. Riner asked the Council for topics they would like discussed at the County Commission meeting on August 26th. Ideas mentioned were golf carts, property tax rebates to officers, and educational funding plans.

Residents Comments

Ms Gemeny said Ms. Edwards did a great job on the drainage area on Mt. Vernon Drive.

Council Comments

Ms. Kerns asked where things stand with the church and if we can have Ms. Edwards trim the bushes at the church. Ms. Riner said we received the 50% grant from the Maryland Heritage Area for the roof replacement, but we still need approximately $84,000.00 for the roof. Ms. Riner will be applying for the Nora Roberts grant at the end of August, and we have about $50-$60,000.00 of Hotel Motel money set aside to use for the roof replacement.

Meeting adjourned at 8:25 pm.

Respectfully Submitted,
Teresa Pangle, Administrative Assistant

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Mayor & Council and Water Commission Meeting
August 6, 2025

All attendees must sign in. Attendee comments will be heard at the discretion of the presiding officer and only during the appropriate time in the agenda. Those wishing to be heard must sign in and must check the appropriate box. Comments will be limited to three minutes each.

NAME	ADDRESS	PHONE	WISH TO BE HEARD
Sue Gemmill	50 So. Main St	301-432-8216	☒
			☐
			☐
			☐
			☐
			☐
			☐

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Mayor & Council
Agenda
August 6, 2025

Call to Order

Pledge of Allegiance

Approval of Minutes: July 2, 2025 Mayor & Council Meeting

General Fund Report: $584,569.30

Announcements: Keedysville Meeting with County Commissioners on August 26, 2025 at 6:00 pm at the County Administration Building (100 W Washington St in Hagerstown)

Community Deputy Report

Resident Comments

Closed Session: The Mayor and Council will go into closed session to consult with counsel to discuss pending and potential litigation. Statutory authority to close a meeting for this purpose is found in General Provisions Art. 3-305(b)(7).

Old Business: Snow Removal and De-Icing Bids; Comprehensive Plan Update Proposals; Historic Structures County Tax Credits; Antietam Drive Survey

New Business: Boonsboro National Night Out Donation; Park Restroom Cleaning Schedule; Park Pillar Damage; MD 250 Grant; Paving; Open Meetings Act Violation; Golf Carts; Topics for Meeting with County Commissioners

Resident Comments

Council Comments

Adjournment

Gmail

Teresa Pangle <tpangle@keedysvillemd.com>

Fwd: Statement for August Meeting to the Town - Please include in minutes as public comment

1 message

Lisa Riner <lriner@keedysvillemd.com> Fri, Aug 1, 2025 at 10:11 AM
To: Teresa Pangle <tpangle@keedysvillemd.com>

Lisa Riner
Town Administrator, Notary
Town of Keedysville
19 S Main St, PO Box 359, Keedysville, MD 21756
301-432-5795 (office), 240-313-8603 (cell)

---------- Forwarded message ---------
From: **Justin Holder** <jholder2004@gmail.com>
Date: Fri, Aug 1, 2025 at 10:07 AM
Subject: Statement for August Meeting to the Town - Please include in minutes as public comment
To: Town Hall <townhall@keedysvillemd.com>
Cc: Ken Lord <mayorkenlord@gmail.com>, Judy Kerns <jkkerns@verizon.net>, <hullscraneservice@hotmail.com>, Brandon Sweeney <bsweeney@keedysvillemd.com>, Sarah Baker <sbaker@keedysvillemd.com>, levitrumbull <levitrumbull@yahoo.com>, Adam Greivell <adam@greivelllawoffice.com>, Ed Kuczynski <ed.kuczlaw@gmail.com>, kbuckler <kbuckler@radiofreehubcity.com>, Shaun Porter <shaunporter@usa.com>, bbthebat13 <bbthebat13@gmail.com>, Washington Commissioners <commissioners@washco-md.net>, jgreenegannett.com <jgreene@gannett.com>, Kevin Karpinski <kevin@bkcklaw.com>, Eric Beasley <sparticus33w@gmail.com>, Corderman, Paul Senator <paul.corderman@senate.state.md.us>, Wivell, William Delegate <william.wivell@house.state.md.us>, OpenGov <opengov@oag.state.md.us>, PIA Opengov <PIAOpenGov@oag.state.md.us>, <mike.mckay@house.state.md.us>, <william.valentine@house.state.md.us>, Victor Cretella <victor@vcretellalaw.com>, [redacted]

Dear Town,

I have attached 2 Open Meeting Act violations, where the TOwn had "secret meetings", that I discovered after obtaining the "2999 emails" that Mayor Lord was allegedly knowingly and willfully hiding on the US DOT servers.I have also attached some emails, (16 or so) that painfully, (and quite burdensome) made clear that the Town forwarded the narrative that some Ordinance, Law, or Resolution on "lighting" existed, when it was known to the Town, (or at least knowable by the Town Attorney), that none existed.

Quite frankly, as a taxpayer, this is embarrassing. The government of the Town appears to be corrupt, hiding public records and holding "secret meetings", all unlawfully. What is aggravating, is that the Town knows more OMA violations are coming, because the public records Lord is hiding on US DOT servers contain additional evidence of that unlawful conduct. Rather than the Town publishing the records of the unlawful, "secret meetings", the Town not only spends thousands of dollars on its Attorney to allegedly misrepresent the existence of "lighting" ordinances to the OMACB, the Town is wasting the resources of this state by burdening the OMACB in deciding violations the Town has no meritorious defense to.

This is the third request for this Town to publish the "secret meetings", all of them. Stop wasting resources. If our Attorney is telling us to do this, fire him, get a competent attorney in Town Hall. As a taxpayer I am quite appalled at the utter disregard for the law, the lack of ethics, the alleged misrepresentations, and the utter waste of resources in a futile effort to hide it all from public view.

I have been writing about the Town, seeking redress, for over 7 years. What has the Town done? Nothing but dig itself deeper in a mess with sewer fraud on the Comp Plan, Road fraud to US DOT, malfeasance, misfeasance, nonfeasance, mail/wire fraud, and the list goes on! It would be nice to live in a Town run by an honest government, not

common criminals, bullys, thugs and tyrants...willing to encourage me to sue the whole Stonecrest Development, Young, Estes, the Town, and County, all over again to declare access to the Peninsula I manage!

STOP hiding roads! STOP lying about sewer lines existing! STOP hiding public records! STOP holding "secret meetings" about it all.

Justin

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3 attachments

19 OMCB Opinions 090.pdf
163K

19 OMCB Opinions 204.pdf
159K

Gmail - Response.OMCB.25-83.07.01.2025.pdf
1525K

STATE OF MARYLAND
OPEN MEETINGS COMPLIANCE
BOARD

19 *Official Opinions of the Compliance Board* 90 (2025)
April 28, 2025
Keedysville Town Council

The Complainant alleges that the Keedysville Town Council (the "Town Council" or the "Council") violated the Open Meetings Act (the "Act") by improperly "meeting" in 2020 via email to discuss a matter related to the COVID-19 state of emergency. The Town Council asserts that the Act did not apply to the email exchange because, in the Council's view, the body was performing an administrative function.

For the reasons below, we conclude that the exchange of emails was a "meeting," and the discussion therein was not an administrative function. Thus, the Act applied and the convening of a meeting via email, without notice to the public and an opportunity to attend, violated the Act.

Background

On March 5, 2020, the Governor announced the first known cases of COVID-19 in Maryland and declared a state of emergency. *See, e.g.*, Heather Mongilio, *Hogan Declares State of Emergency After Three Coronavirus Cases Found in Montgomery County*, Frederick News-Post, Marc. 6, 2020. On March 23, 2020, the Governor issued an executive order that, among other things, prohibited social gatherings of more than 10 people "at all locations and venues." Executive Order 20-03-23-01, at 2, *available at* https://health.maryland.gov/mbon/Documents/covid-19-executive-orders/202003231-Gov-Hogan-Gatherings-Third-Amended.pdf. The executive order further provided, "Each law enforcement officer of the State or a political subdivision shall execute and enforce this Order." *Id.* at 5.

At 9:35 a.m. on March 27, 2020, the Keedysville Town Administrator sent the following email to all the members of the Town Council:

> Hi,
>
> Yesterday afternoon, a large group was playing basketball in Taylor Park. We do have video. They walked up, tore down the tape[1] and threw it in the trash can.
>
> I contacted the Sheriff's Dept. and talked with a couple different deputies. Basically, we're at the point of getting someone to call the Sheriff's Dept. when the men are on the court so a deputy can respond and explain no groups of 10 o[r] larger. Then if they persist, they could be charged.
>
> Thoughts?

At 9:38 a.m., one Council member sent the following reply-all message:

> Absolutely. I can't have eyes on 24/7, but if anyone sees this please do call. [Town Administrator] can you put the tape back up?
>
> I will also be dropping the streetlight dimmer off some time this morning for [another Council member].

At 9:43 a.m., the Town Administrator replied all, "Sure, I'll put the tape back up, but they'll probably just tear it down again.

At 9:45 a.m., the same Council member who sent the 9:38 a.m. message sent another reply-all message asking another Council member, "can you park a crane on the court?"

At 9:48 a.m., a second Council member sent a reply-all email: "Maybe the hoops need to be taken down???"

At 9:49 a.m., the first Council member replied all: "How hard is that to do? Not a bad idea."

At 9:53 a.m., a third Council member replied all:

> This is horrible in so many ways. Stop the spread is our number one priority. Put the tape back up and call deputies when it happens. This is a governor's edict. The counties have to make every effort to comply.

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[1] Neither the Complainant nor the Town Council offers an explanation of this "tape," though we assume it was the type that is often plastic and bright yellow and used to demarcate an area that is not open to the public.

> Wow!

At 10:02 a.m., the Town Administrator replied all, "I do not have a ladder big enough to take the hoops down."

At 11:52 a.m., the first Council member sent the following reply-all message:

> [Another Council member] and I just went out and attempted to remove them, but it would have destroyed the welded bolts to do so.

At 12:20 p.m., the same Council member sent another reply-all message:

> Sawzall. I can drill and tap the nuts in my spare time. Drop them at my place . . . . all good. And I know our youths need something to do. For me, drilling and taping . . . . for them I don't know.

At 12:22 p.m., he replied all: "It's going to rain all weekend. If it continues to be an issue after that, let's revisit it then."

At 12:28 p.m., a fourth Council member sent the following reply-all message:

> The bolt is around 8 inches long and they welded the nuts on
>
> I could cut it but they would have to be replaced, i.e. trip to Automotive Fasteners.
>
> If they prosiest [sic] I will support the entire backboard with the backhoe and remove the coupler that is on the pole.

Discussion

The Complainant alleges that this email exchange constituted an impermissible secret "meeting" of the Town Council. The Council responds that, in exchanging these emails, members of the Town Council were performing an administrative function to which the Act did not apply

As we have previously explained, "the Open Meetings Act applies only when a public body 'meets,'" 17 *OMCB Opinions* 101, 102 (2023) (some internal quotation marks omitted), which the Act defines to mean "conven[ing] a quorum of a public body to consider or transact public business," § 3-101(g).[2] A quorum of the five-member Town

[2] Statutory references are to the General Provisions Article of the Maryland Annotated Code.

Council is three. *See* § 3-101(k) ("'Quorum' means: (1) a majority of the members of a public body; or (2) the number of members that the law requires."); Keedysville Town Charter § 11 (providing that a majority of the Town Council constitutes a quorum). Thus, the question before us is whether, through the exchange of emails described above, three or more members of the Town Council "convene[d] . . . to consider or transact public business." § 3-101(g).

"We have long interpreted the word 'convene' to 'entail[] the simultaneous presence of a quorum of the public body's members, whether in person or by telephone,'" 15 *OMCB Opinions* 148, 152 (2021) (quoting 9 *OMCB Opinions* 259, 261-62 (2015), "or by 'some other means of communication that enables a quorum to address public business contemporaneously," 15 *OMCB Opinions* at 152 (quoting 11 *OMCB Opinions* 20, 21 (2017); *see also* 13 *OMCB Opinions* 47, 48 (2019) (recognizing that "a 'meeting' can occur whether or not the members are physically present in one place" because "a quorum can convene via telephone or electronic communications"). "Thus, even 'in the absence of a physical meeting consisting of a quorum of a public body' together in one location, an 'exchange of emails or other communications . . . might rise to the level of a "meeting"' for purposes of the Act." 15 *OMCB Opinions* at 152 (quoting *Grant v. County Council of Prince George's County*, 465 Md. 496, 533 (2019)); *see also* 14 *OMCB Opinions* 33, 35 (2020) ("Email communications among a quorum of a public body can amount to the 'presence of a quorum' at a 'meeting' that the public is entitled to observe, when those communications are used 'to consider or transact public business.'").

"To determine whether a particular exchange of communications rose to the level of a meeting, we have previously referred to the Wisconsin Attorney General's prediction about factors that courts would likely consider in addressing whether an email exchange was a meeting: '(1) the number of participants involved in the communication; (2) the number of communications regarding the subject; (3) a time frame within which the electronic communications occurred; and (4) the extent of the conversation-like interactions reflected in the communications.'" 16 *OMCB Opinions* 212, 214 (2022) (quoting 9 *OMCB Opinions* at 265). "Considering such factors, we have more than once found that the exchange of emails among individual members of a public body rose to the level of a 'meeting' for purposes of the Act." *Id.*; *see also* 17 *OMCB Opinions* 101, 106 (2023) (finding that a public body "met" when, within one hour, a quorum sent "reply all" emails to all members of the Council about the same topic (a potential budget transfer), which apparently had not been discussed publicly before); 14 *OMCB Opinions* at 37 (concluding that a series of emails on one topic, exchanged among a public body's members over about fourteen hours, "was so tightly grouped as to amount to a meeting of a quorum"); 13 *OMCB Opinions* 39, 40-41, 44 (2019) (finding that a public body violated the Act when a quorum "considered and decided" via fifteen email messages, including four "demonstrably among a quorum," over two days "to send letters on behalf of 'a majority' of the body").

"In several other cases, however, we have found that communications among members of a public body did not amount to a 'meeting' subject to the Act." 16 *OMCB Opinions* at 214; *see also* 18 *OMCB Opinions* 194, 198 (2024) (finding no "meeting" when a staff person supporting the public body emailed all members of the body, one member of the body responded using the "reply all" function, but none of the other members of the body responded to that "reply all" email and instead responded only to the sender of the original email, other staff members, and to a single member of the body); 13 *OMCB Opinions* at 48 (finding that a public body did not "meet" when the town manager sent an email to the members of the body and each spoke with her, one by one, about the matter, "apparently without any interaction or discussion among themselves"); 11 *OMCB Opinions* at 20-21 (finding that no "meeting" occurred when one member of a public body sent an email to the other members but only one member, recused from the matter, responded); 9 *OMCB Opinions* at 264 (considering it a "close question" but finding no "meeting" for purposes of the Act when four members of a seven-member public body responded by "reply all" emails to a question posed by the body's attorney when there was no indication that any member read or replied to any other member's message, "and no one sent a follow-up message to the others that day").

Here, the Town Council asserts that the emails "did not involve a quorum of the Council transacting and/or attempting to transact business." We disagree. Over the course of about three hours, four members of the Town Council (a quorum) sent nine messages to every other member of the body on the same subject: how to dissuade large groups from convening in a Town park during the COVID-19 state of emergency. We think that topic was plainly the public business of the Town Council, which oversees the Town's public parks, *see* Keedysville Town Charter § 22(44) (authorizing the Council to establish and maintain public parks), and is tasked with "protect[ing] and preserv[ing] the health of the [T]own and its inhabitants," *id.* § 22(30); *see also* 15 *OMCB Opinions* at 82 (noting that "public business" "encompasses those matters over which the public governmental body has supervision, control, jurisdiction or advisory power" (quoting *Kansas City Star Co. v. Fulson*, 859 S.W.2d 934, 940 (Mo. Ct. App. 1993)). The Town Council suggests that "this type of dialogue in the context of the COVID Pandemic and the unique challenges" that it presented for "local governments . . . simply d[id] not rise to the level of a meeting" for purposes of the Act. But, as we have noted before, the COVID-19 "pandemic [did] not obviate the need to satisfy the Act's requirements." 15 *OMCB Opinions* 85, 88-89 (2021). Nor did the pandemic change the Act's definition of a "meeting." Here, the emails involved the Town Council's public business and were "so tightly grouped as to amount to a meeting of a quorum" of the Council. 14 *OMCB Opinions* at 37.

The Town Council further asserts, however, that, even if the email exchange was a "meeting," it involved the performance of an administrative function; thus, the Council asserts, the Act did not apply. The Town Council is correct that the Act's openness requirements generally do not apply when a public body is carrying out certain functions,

including an administrative function. *See* § 3-301 ("Except as otherwise expressly provided in [the Act], a public body shall meet in open session."); § 3-103(a)(i) (providing that the Act "does not apply to . . . a public body when it is carrying out . . . an administrative function"). The Act defines "administrative function" "by what it is—the 'administration' of laws, rules, regulations, or bylaws—and by what it is not—the other functions defined by the Act." 10 *OMCB Opinions* 12, 15 (2016) (quoting § 3-101(b)). "Thus, to determine whether a particular topic of discussion falls within a public body's administrative function, we apply a two-step inquiry." 17 *OMCB Opinions* 83, 87 (2023) (citing 16 *OMCB Opinions* 140, 155 (2022)). "First, the discussion cannot fall within one of the other functions defined by the Act—i.e., it cannot be advisory, judicial, legislative, quasi-judicial, or quasi-legislative in nature." 19 *OMCB Opinions* 22, 28 (2025); *see also* § 3-101(b)(2) (providing that "administrative function" does not include these other functions); *id.* (c) (defining "administrative function"); *id.* (e) (defining "judicial function"); *id.* (f) (defining "legislative function"); *id.* (i) (defining "quasi-judicial function"); *id.* (j) (defining "quasilegislative function"). If the discussion does fall within one of these functions, the inquiry ends because the discussion necessarily cannot be administrative in nature. 17 *OMCB Opinions* at 48. "If the first part of the inquiry is satisfied, then the second step requires that the discussion involve the administration of an existing law (or laws) that the public body is legally responsible for administering." 15 *OMCB Opinions* 11, 15 (2021).

Turning to the first step of the analysis, we conclude that, through the exchange of emails, the Council was not performing any non-administrative function defined by the Act. The Town Council was not "study[ing] . . . a matter of public concern" or "making . . . recommendations" on such a matter, which are advisory functions under § 3-101(c) and are usually performed by task forces and commissions appointed to study a particular issue and report back, *see* Office of the Attorney General, *Open Meetings Act Manual* 1-21 (12th ed. Oct. 2023). Nor was the Town Council considering an appointment, a constitutional or charter provision, a law, or any "other measure to set public policy," all of which are legislative functions under § 3-101(f). The Town Council was also not exercising "power of the Judicial Branch of the State government" (defined as a judicial function under § 3-101(e)), deciding a contested case under the Administrative Procedure Act or a matter before an administrative agency (quasi-judicial functions under § 3-101(i)); or approving, disapproving, or amending a rule, regulation, bylaw, budget, or contract (defined as quasi-legislative functions under § 3-101(j)).

We cannot conclude, however, that the email exchange satisfied the second part of the administrative function test. Based on the record before us, the discussion within the emails did not involve the application of an existing law. 15 *OMCB Opinions* at 15. The Town Council asserts that the emails "involved the Town officials carrying [out] the Town's administrative function, as a political subdivision of the State of Maryland, related to the administration of a State Regulation issued by Executive Order of the Governor."

But a public body performs an administrative function only when it is "vested with legal responsibility for" administering the law in question. 5 *OMCB Opinions* 60, 66 (2006) (citing 4 *OMCB Opinions* 163, 165 (2005)). The only law the Town Council invokes here is the Governor's executive order. But that order expressly stated that law enforcement officers, not local legislative bodies, were responsible for executing and enforcing the order. Executive Order 20-03-23-01, at 5. Indeed, the emails themselves reference the Sheriff's Department as the agency empowered to enforce the prohibitions on large-group gatherings. And while the Town charter empowers the Council to oversee the Town's public parks and to "protect and preserve the health of the [T]own and its inhabitants," Keedysville Town Charter § 22(30), (40), the charter specifies that the Town Council is to do so through "ordinances not contrary to the laws and Constitution of this State," *id.* § 22(2); *cf.* 6 *OMCB Opinions* 180, 184 (2009) (noting that a public body is "not acting in an administrative capacity" when it acts under "a general enabling provision," absent some other "existing law or policy that the [body] can be said to . . . be[] administering"). Based on the record before us, we know of no such ordinances that the Town Council could have been administering when its members exchanged the emails here. We thus conclude that the email exchange here was not an administrative function.

Because the Town Council "met" through the exchange of emails, and those emails did not involve the performance of an administrative function, the meeting was subject to the Act. The failure to conduct that meeting in the open violated the Act. *See* § 3-301.

Conclusion

We conclude that the Town Council convened a meeting when a quorum of the body exchanged nine email messages on the same matter of public business in a three-hour period. Because that exchange of emails did not involve the performance of an administrative function, the meeting should have taken place in the open. The Town Council's failure to conduct the meeting in an open session violated § 3-301.

This Opinion is subject to the acknowledgment and announcement requirements of § 3-211.

Open Meetings Compliance Board
Runako Kumbula Allsopp, Esq.
Lynn Marshall, Esq.
Jacob Altshuler, Esq.

WES MOORE
Governor

ARUNA MILLER
Lt. Governor

RUNAKO KUMBULA ALLSOPP, ESQ.,
CHAIR
LYNN MARSHALL, ESQ.

STATE OF MARYLAND
OPEN MEETINGS COMPLIANCE
BOARD

19 *Official Opinions of the Compliance Board* 204 (2025)
July 31, 2025
Keedysville Town Council

The Complainant alleges that the Keedysville Town Council (the "Town Council" or the "Council") violated the Open Meetings Act (the "Act") by improperly "meeting" in 2020 via email to discuss the installation of a streetlight. The Town Council asserts that the Act did not apply to the email exchange because, in the Council's view, the emails did not "constitute the assemblage of a quorum" and, alternatively, the emails entailed the performance of an administrative function that did not trigger the Act's openness requirements. As we explain below, we conclude that the exchange of emails was a "meeting," and the discussion therein was not an administrative function. Thus, the Act applied and the convening of a meeting via email, without notice to the public and an opportunity to attend, violated the Act.

Background

The Town Council has five members. *See* Keedysville Town Charter § 5.

At 10:18 p.m. on Monday, March 9, 2020, a member of the Town Council emailed an employee of an electric company about the placement of a streetlight. Copied on the email were the four other members of the Town Council.

At 9:36 a.m., on Tuesday, March 10, 2020, the electric company employee responded, indicating that he would be in the area the following Monday and could stake an approximate location then. Copied on the email were all members of the Council and a Town administration email account. At 11:07 a.m., the Town Administrator responded with a reply-all email from that town account, alerting the electric company employee that the Council member who had initiated the email thread would be out of town and the Town Administrator could meet with the employee when he staked the location of the streetlight. At 1:01 p.m., the employee responded with a reply-all email, indicating that he would be

in the area at 8:30 the following Monday morning. At 1:10 p.m., the Town Administrator responded by reply-all email that he would meet the employee there.

At 7:31 a.m. on Monday, March 16, 2020, the electric company employee emailed the Town Administrator and the member of the Town Council who had first emailed him, indicating that he had staked the location of the streetlight the preceding Thursday. The employee copied the other members of the Town Council on the email.

At 8:31 a.m. Thursday, March 26, 2020, the Town Administrator emailed the electric company employee to ask for an update on the installation of the streetlight. At 8:56 a.m., the employee responded that the project was ready to be scheduled. At 8:57 a.m., the Town Administrator thanked him for the update.

At 6:45 a.m. on Wednesday, April 8, 2020, the electric company employee emailed the Town Administrator to provide another update: The light being installed would not illuminate the entrance to a subdivision, only a street to the south. He presented three different options for how to proceed. At 8:02 a.m., the Town Administrator forwarded this email to all members of the Town Council, with the message, "Thoughts?" At 8:59 a.m., a member of the Town Council replied all, suggesting that the Town proceed with options two and three. At 9:04 a.m., a second member of the Council offered his input by reply-all email. At 9:51 a.m., a third member of the Council sent a reply-all email, indicating that he preferred option two. At 10:30 a.m., a fourth member of the Council sent a reply-all email, agreeing with option two but also suggesting that the Town pursue the third option. At 10:58 a.m. the same Council member who emailed at 8:59 a.m. sent another reply-all email, reiterating his proposed approach.

Discussion

The Complainant asserts that the exchange of emails described above constituted an impermissible "secret" meeting of the Town Council. The Council responds that the emails did not constitute a meeting and, alternatively, the emails entailed the performance of an administrative function that did not trigger the Act's openness requirements.

As we have previously explained, "the Open Meetings Act applies only when a public body 'meets,'" 17 *OMCB Opinions* 101, 102 (2023) (some internal quotation marks omitted), which the Act defines to mean "conven[ing] a quorum of a public body to consider or transact public business," § 3-101(g).[1] A quorum of the five-member Town Council is three. *See* § 3-101(k) ("'Quorum' means: (1) a majority of the members of a public body; or (2) the number of members that the law requires."); Keedysville Town Charter § 11 (providing that a majority of the Town Council constitutes a quorum). Thus,

[1] Statutory references are to the General Provisions Article of the Maryland Annotated Code.

the question before us is whether, through the exchange of emails described above, three or more members of the Town Council "convene[d] . . . to consider or transact public business." § 3-101(g).

"We have long interpreted the word 'convene' to 'entail[] the simultaneous presence of a quorum of the public body's members, whether in person or by telephone,'" 15 *OMCB Opinions* 148, 152 (2021) (quoting 9 *OMCB Opinions* 259, 261-62 (2015), "or by 'some other means of communication that enables a quorum to address public business contemporaneously," 15 *OMCB Opinions* at 152 (quoting 11 *OMCB Opinions* 20, 21 (2017)); *see also* 13 *OMCB Opinions* 47, 48 (2019) (recognizing that "a 'meeting' can occur whether or not the members are physically present in one place" because "a quorum can convene via telephone or electronic communications"). "Thus, even 'in the absence of a physical meeting consisting of a quorum of a public body' together in one location, an 'exchange of emails or other communications . . . might rise to the level of a "meeting"' for purposes of the Act." 15 *OMCB Opinions* at 152 (quoting *Grant v. County Council of Prince George's County*, 465 Md. 496, 533 (2019)); *see also* 14 *OMCB Opinions* 33, 35 (2020) ("Email communications among a quorum of a public body can amount to the 'presence of a quorum' at a 'meeting' that the public is entitled to observe, when those communications are used 'to consider or transact public business.'").

"To determine whether a particular exchange of communications rose to the level of a meeting, we have previously referred to the Wisconsin Attorney General's prediction about factors that courts would likely consider in addressing whether an email exchange was a meeting: '(1) the number of participants involved in the communication; (2) the number of communications regarding the subject; (3) a time frame within which the electronic communications occurred; and (4) the extent of the conversation-like interactions reflected in the communications.'" 16 *OMCB Opinions* 212, 214 (2022) (quoting 9 *OMCB Opinions* at 265). "Considering such factors, we have more than once found that the exchange of emails among individual members of a public body rose to the level of a 'meeting' for purposes of the Act." *Id.*; *see also* 17 *OMCB Opinions* 101, 106 (2023) (finding that a public body "met" when, within one hour, a quorum sent "reply all" emails to all members of the Council about the same topic (a potential budget transfer), which apparently had not been discussed publicly before); 14 *OMCB Opinions* at 37 (concluding that a series of emails on one topic, exchanged among a public body's members over about fourteen hours, "was so tightly grouped as to amount to a meeting of a quorum"); 13 *OMCB Opinions* 39, 40-41, 44 (2019) (finding that a public body violated the Act when a quorum "considered and decided" via fifteen email messages, including four "demonstrably among a quorum," over two days "to send letters on behalf of 'a majority' of the body").

"In several other cases, however, we have found that communications among members of a public body did not amount to a 'meeting' subject to the Act." 16 *OMCB*

Opinions at 214; *see also* 18 *OMCB Opinions* 194, 198 (2024) (finding no "meeting" when a staff person supporting the public body emailed all members of the body, one member of the body responded using the "reply all" function, but none of the other members of the body responded to that "reply all" email and instead responded only to the sender of the original email, other staff members, and to a single member of the body); 13 *OMCB Opinions* at 48 (finding that a public body did not "meet" when the town manager sent an email to the members of the body and each spoke with her, one by one, about the matter, "apparently without any interaction or discussion among themselves"); 11 *OMCB Opinions* at 20-21 (finding that no "meeting" occurred when one member of a public body sent an email to the other members but only one member, recused from the matter, responded); 9 *OMCB Opinions* at 264 (considering it a "close question" but finding no "meeting" for purposes of the Act when four members of a seven-member public body responded by "reply all" emails to a question posed by the body's attorney when there was no indication that any member read or replied to any other member's message, "and no one sent a follow-up message to the others that day").

Here, the Town Council asserts that the emails in question did not "constitute the assemblage of a quorum to address public business." Regarding the emails exchanged in March 2020, we agree. Although all Council members were copied on most of these emails, only one member—the one who started the email thread—sent any messages in March. But we reach a different conclusion with respect to the emails exchanged on April 8, 2020. On that day, just after 8 a.m., the Town Administrator emailed the entire Town Council to get members' thoughts about how to proceed with the streetlight project. Over the next three hours, four of the members (a quorum) responded, using reply-all emails. In one message, a member of the Council specifically asked other members to consider his comments on each of three proposals offered by the electric company's employee. Another Council member's message responded not to the original query by the Town Administrator ("Thoughts?") but directly to another Council member's comment. We think the topic was plainly the public business of the Town Council, which has the authority to regulate Town lighting and public ways. *See* Keedysville Town Charter §§ 22(35), 73, 74; *see also* 15 *OMCB Opinions* at 79, 82 (2021) (noting that "public business" "encompasses those matters over which the public governmental body has supervision, control, jurisdiction or advisory power" (quoting *Kansas City Star Co. v. Fulson*, 859 S.W.2d 934, 940 (Mo. Ct. App. 1993)). Moreover, these emails were "so tightly grouped as to amount to a meeting of a quorum" of the Council. 14 *OMCB Opinions* at 37.

The Town Council also asserts, however, that, the emails involved the performance of an administrative function; thus, the Council asserts, the Act did not apply, regardless of whether the emails constituted a "meeting." The Town Council is correct that the Act's openness requirements generally do not apply when a public body is carrying out certain functions, including an administrative function. *See* § 3-301 ("Except as otherwise expressly provided in [the Act], a public body shall meet in open session."); § 3-103(a)(i)

(providing that the Act "does not apply to . . . a public body when it is carrying out . . . an administrative function").

The Act defines "administrative function" "by what it is—the 'administration' of laws, rules, regulations, or bylaws—and by what it is not—the other functions defined by the Act." 10 *OMCB Opinions* 12, 15 (2016) (quoting § 3-101(b)). "Thus, to determine whether a particular topic of discussion falls within a public body's administrative function, we apply a two-step inquiry." 17 *OMCB Opinions* 83, 87 (2023) (citing 16 *OMCB Opinions* 140, 155 (2022)). "First, the discussion cannot fall within one of the other functions defined by the Act—i.e., it cannot be advisory, judicial, legislative, quasi-judicial, or quasi-legislative in nature." 19 *OMCB Opinions* 22, 28 (2025); *see also* § 3-101(b)(2) (providing that "administrative function" does not include these other functions); *id.* (c) (defining "administrative function"); *id.* (e) (defining "judicial function"); *id.* (f) (defining "legislative function"); *id.* (i) (defining "quasi-judicial function"); *id.* (j) (defining "quasilegislative function"). If the discussion does fall within one of these functions, the inquiry ends because the discussion necessarily cannot be administrative in nature. 17 *OMCB Opinions* at 48. "If the first part of the inquiry is satisfied, then the second step requires that the discussion involve the administration of an existing law (or laws) that the public body is legally responsible for administering." 15 *OMCB Opinions* 11, 15 (2021).

Turning to the first step of the analysis, we conclude that, through the exchange of emails, the Council was not performing any non-administrative function defined by the Act. The Town Council was not "study[ing] . . . a matter of public concern" or "making . . . recommendations" on such a matter under a delegation of responsibility by, for example a law or the Governor, which are advisory functions under § 3-101(c) and are usually performed by task forces and commissions appointed to study a particular issue and report back, *see* Office of the Attorney General, *Open Meetings Act Manual* 1-21 (12th ed. Oct. 2023). Nor was the Town Council considering an appointment, a constitutional or charter provision, a law, or any "other measure to set public policy," all of which are legislative functions under § 3-101(f). The Town Council was also not exercising "power of the Judicial Branch of the State government" (defined as a judicial function under § 3- 101(e)), deciding a contested case under the Administrative Procedure Act or a matter before an administrative agency (quasi-judicial functions under § 3-101(i)); or approving, disapproving, or amending a rule, regulation, bylaw, budget, or contract (defined as quasi-legislative functions under § 3-101(j)).

We cannot conclude, however, that the email exchange satisfied the second part of the administrative function test. Based on the record before us, the discussion within the emails did not involve the application of an existing law or policy. 15 *OMCB Opinions* at 15. The Town Council asserts that the Town, through its charter and the Code of Maryland, "is charged with the responsibility of protecting the health, safety, and welfare of its

residents." The Council points us to sections 5-202 and 5-203 of the Local Government Article, which authorize a legislative body of a municipality to adopt ordinances to, among other things, "secure persons and property from danger" and "protect the health, comfort, and convenience of . . . residents," so long as those ordinances do not conflict with State law. Md. Code, Local Gov't §§ 5-202, 5-203. As already noted, the Town Charter also authorizes the Council to enact ordinances governing lighting, Keedysville Town Charter § 22(35), and to regulate the placement of utility infrastructure with respect to public ways, *id.* § 74(9). The problem, as we see it, is that the Council has pointed us to no such ordinance or regulation that the Council was purportedly applying when its members exchanged the emails on April 8, 2020. For example, in an opinion we issued in February, we found that an exchange of emails among members of the Town Council was an administrative function because the emails involved the application of an ordinance that banned long-term storage of junk vehicles and authorized the Council to enforce this ban. *See* 19 *OMCB Opinions* 22, 23, 29 (2025). Here, by contrast, the Council has invoked enabling statutes but no ordinances, resolutions, or policies adopted pursuant to those enabling statutes that the Council was purportedly applying when its members exchanged the emails on April 8. [W]e have long said that a public body is "not acting in an administrative capacity" when it acts under "a general enabling provision," absent some other "existing law or policy that the [body] can be said to . . . be[] administering." 6 *OMCB Opinions* 180, 184 (2009). We thus conclude, on the record before us, that the email exchange here was not an administrative function.

Because the Town Council "met" through the exchange of emails, and those emails did not involve the performance of an administrative function, the meeting was subject to the Act. The failure to conduct that meeting in the open violated the Act. *See* § 3-301.

Conclusion

We conclude that the Town Council convened a meeting when a quorum of the body exchanged five email messages on the same matter of public business in a three-hour period. Because that exchange of emails did not involve the performance of an administrative function, the meeting should have taken place in the open. The Town Council's failure to conduct the meeting in an open session violated § 3-301.

This Opinion is subject to the acknowledgment and announcement requirements of § 3-211.

Open Meetings Compliance Board
Runako Kumbula Allsopp, Esq.
Lynn Marshall, Esq.

Gmail Justin Holder <jholder2004@gmail.com>

Response.OMCB.25-83.07.01.2025

16 messages

ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Tue, Jul 1, 2025 at 9:50 AM
To: OpenGov <opengov@oag.state.md.us>
Cc: Justin Holder <jholder2004@gmail.com>, Lisa Riner <lriner@keedysvillemd.com>, ed.kuczlaw@gmail.com

Dear Ms. Simmonsen:

Attached please find the Town of Keedysville's Response to OMCB Complaint 25-83 filed by Justin Holder.

If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

Ed Kuczynski

PRIVILEGED & CONFIDENTIAL

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Edward L. Kuczynski, Esquire

Kuczynski & Kuczynski, P.A.

22 W. Salisbury Street

Williamsport, MD 21795

(301) 797-9120 (telephone)

(301) 797-4317 (facsimile)

Response.OMCB.25-83.07.01.2025.docx
18K

Justin Holder <jholder2004@gmail.com> Tue, Jul 1, 2025 at 10:22 AM
To: OpenGov <opengov@oag.state.md.us>
Cc: ed.kuczlaw@gmail.com

Dear OMACB,

I read the Town of Keedysville Response.

It is clear as day from the context of the emails submitted that the Town legislative body was conducting a meeting by using the reply email function in the emails. It is not at all clear that the Town legislative body is directing comments to the Town administrator only, nor is that fact germane to the decision of what constitutes a meeting.

The Town was not administering any law in the subject meeting, the Town was having a policy discussion on where to place a light pole. If the Town wanted to place a light outside of my bedroom window, I would like to participate in that discussion, it is not a thing to be done in darkness -- pun intended.

Respectfully,

Justin Holder

OpenGov <opengov@oag.state.md.us> Tue, Jul 1, 2025 at 1:55 PM
To: Justin Holder <jholder2004@gmail.com>
Cc: "ed.kuczlaw@gmail.com" <ed.kuczlaw@gmail.com>

Thank you both. Response and reply received.

From: Justin Holder <jholder2004@gmail.com>
Sent: Tuesday, July 1, 2025 12:22 PM
To: OpenGov <opengov@oag.state.md.us>
Cc: ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com>
Subject: Re: Response.OMCB.25-83.07.01.2025

OpenGov <opengov@oag.state.md.us> Tue, Jul 22, 2025 at 12:21 PM
To: "ed.kuczlaw@gmail.com" <ed.kuczlaw@gmail.com>
Cc: Justin Holder <jholder2004@gmail.com>, Lisa Riner <lriner@keedysvillemd.com>

Mr. Kuczynski:

The response asserts:

Through its Charter and the Code of Maryland, the Town of Keedysville is charged with the responsibility of protecting the health, safety, and welfare of its residents. Clearly, the placement of a streetlight would fall into that category.

Was there a particular provision, ordinance, resolution, or policy that the Council was applying when members were discussing options for placement of the streetlight?

Sincerely,
Rachel Simmonsen
Assistant Attorney General
Counsel to the Open Meetings Compliance Board

From: ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com>
Sent: Tuesday, July 1, 2025 11:50 AM
To: OpenGov <opengov@oag.state.md.us>
Cc: 'Justin Holder' <jholder2004@gmail.com>; 'Lisa Riner' <lriner@keedysvillemd.com>; ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com>
Subject: Response.OMCB.25-83.07.01.2025

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ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Tue, Jul 22, 2025 at 2:35 PM
To: OpenGov <opengov@oag.state.md.us>
Cc: Justin Holder <jholder2004@gmail.com>, Lisa Riner <lriner@keedysvillemd.com>, ed.kuczlaw@gmail.com

Ms. Simmonsen,

To my knowledge they were not referencing or relying on any particular Charter Section or Statute. However, MD Code, Local Government, Secs. 5-202 and 5-203 support the premise discussed in the Town's Response. In addition the Charter of the Town of Keedysville Sec. (1) reiterates the powers bestowed upon municipalities related to the health, safety and welfare of the citizens and the Charter Sec. (35) authorizes the Council to provide lighting.

Justin Holder <jholder2004@gmail.com> Tue, Jul 22, 2025 at 3:08 PM
To: PIA Opengov <PIAOpenGov@oag.state.md.us>
Cc: OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>, Ed Kuczynski <ed.kuczlaw@gmail.com>
Bcc: Jacob Weddle <jweddle@rwclawyers.com>, Adam Greivell <adam@gfirm.us>, Shaun Porter <shaunporter@usa.com>

Dear PIACB,

I read the law the Town cites, which requires an ordinance be passed:

Universal Citation:

MD Local Government Code § 5-202 (2024) 

‹ Previous Next ›

The legislative body of a municipality may adopt ordinances to:

(1) assure the good government of the municipality;

(2) protect and preserve the municipality's rights, property, and privileges;

(3) preserve peace and good order;

(4) secure persons and property from danger and destruction; and

(5) protect the health, comfort, and convenience of the residents of the municipality.

Universal Citation:

MD Local Government Code § 5-203 (2024) ?

< Previous Next >

(a) In addition to, but not in substitution of, the powers that have been or may be granted to it, the legislative body of a municipality may exercise the express powers provided in this subtitle by adopting ordinances.

(b) Except as provided in Article XI–E of the Maryland Constitution, an ordinance adopted by the legislative body of a municipality may not conflict with State law.

I read the Town charter located on the Town website which says:

§ 1. Corporate name.

This charter is the municipal corporation charter of the town of Keedysville, the corporate name of which is The Town of Keedysville.

And

§ 35. Special elections.

All special town elections shall be conducted by the board of supervisors of elections in the same manner and with the same personnel, as far as practicable, as regular town elections.

NIETHER OF WHICH ARE WHAT THE TOWN CLAIMS.

I looked at the Charter table of contents:

CHARTER OF THE TOWN OF KEEDYSVILLE, MARYLAND
Table of Contents

and see nothing about lighting.

But I did find this section, which still requires an ordinance be passed:

§ 22. Powers of council enumerated.

(1) General powers. -- The council shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or this charter as it may deem necessary for the good government of the town; for the protection and preservation of the town's property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of and visitors in the town.

(2) Specific powers. -- The council shall have in addition, the power to pass ordinances not contrary

Now subsection (35) is qualified by:

(2) Specific powers. -- The council shall have in addition, the power to pass ordinances not contrary to the laws and Constitution of this State, for the specific purposes provided in the remaining subsections of this section.

(3) Advertising. -- To provide for advertising for the purposes of the town, for printing and publishing statements as to the business of the town.

(4) Aisles and doors. -- To regulate and prevent the obstruction of aisles in public halls, churches and

Which again requires an ordinance.

So like I said, there is no ordinance, the Town is just lying to this board, desperately.

Why are we forced to the burden of parsing the Town laws when the answer was just no we do not.

Respectfully,

ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Wed, Jul 23, 2025 at 7:11 AM
To: Justin Holder <jholder2004@gmail.com>, PIA Opengov <PIAOpenGov@oag.state.md.us>
Cc: OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>, ed.kuczlaw@gmail.com

Ms. Simmonsen,

The Town's Charter, Sec. 22(35) authorizes the Council "to provide for lighting." In this instance only the placement of a streetlight (not the passage of an ordinance) was being discussed. The Charter is available online at the Town's website.

OpenGov <opengov@oag.state.md.us> Wed, Jul 23, 2025 at 7:14 AM
To: "ed.kuczlaw@gmail.com" <ed.kuczlaw@gmail.com>, Justin Holder <jholder2004@gmail.com>
Cc: Lisa Riner <lriner@keedysvillemd.com>

Thank you Mr. Kuczynski and Mr. Holder. I've received your responses to my question.

Best,
Rachel

From: ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com>
Sent: Wednesday, July 23, 2025 9:11 AM
To: 'Justin Holder' <jholder2004@gmail.com>; PIA Opengov <PIAOpenGov@oag.state.md.us>
Cc: OpenGov <opengov@oag.state.md.us>; 'Lisa Riner' <lriner@keedysvillemd.com>; ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com>
Subject: RE: Response.OMCB.25-83.07.01.2025

Justin Holder <jholder2004@gmail.com> Wed, Jul 23, 2025 at 7:30 AM
To: Ed Kuczynski <ed.kuczlaw@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>

Ed sec 22, sub (35) is qualified by sub (2)which requires an ordinance:

(2) Specific powers. -- The council shall have in addition, the power to pass ordinances not contrary to the laws and Constitution of this State, for the specific purposes provided in the remaining subsections of this section.

(3) Advertising. -- To provide for advertising for the purposes of the town, for printing and publishing statements as to the business of the town.

(4) Aisles and doors. -- To regulate and prevent the obstruction of aisles in public halls, churches and

Please stop misrepresentations

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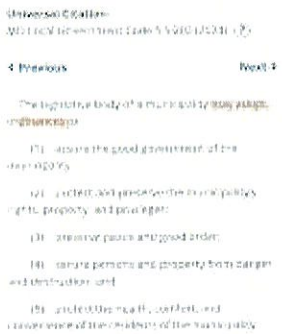
7 attachments



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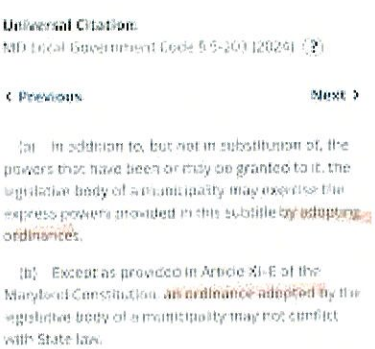

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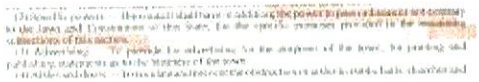

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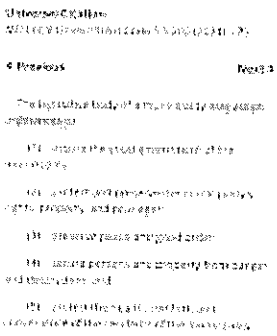
Justin Holder <jholder2004@gmail.com> Wed, Jul 23, 2025 at 7:31 AM
To: OpenGov <opengov@oag.state.md.us>
Cc: Ed Kuczynski <ed.kuczlaw@gmail.com>, Lisa Riner <lriner@keedysvillemd.com>

Ok. Thank you too

7 attachments



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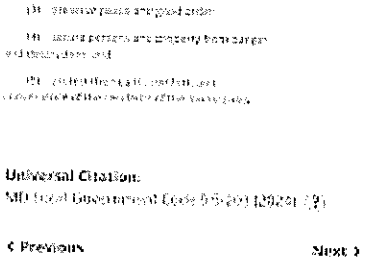

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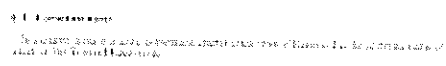

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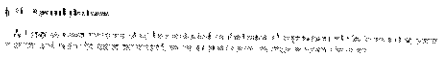

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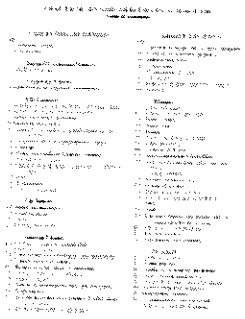

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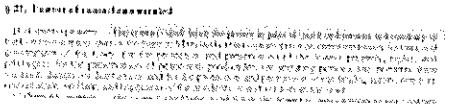

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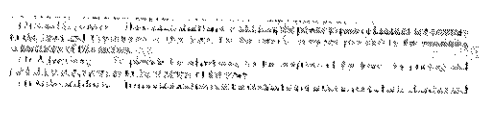

image007.jpg
1127K

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ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Wed, Jul 23, 2025 at 7:54 AM

To: Justin Holder <jholder2004@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>, ed.kuczlaw@gmail.com

Justin,

I understand that the Charter authorizes the passage of Ordinances. My point is at subsection 35, the lighting is specifically referenced thereby recognizing that lighting is specifically referenced as part of the overall public safety concerns facing the Mayor and Council.

Justin Holder <jholder2004@gmail.com> Wed, Jul 23, 2025 at 8:09 AM
To: Ed Kuczynski <ed.kuczlaw@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>
Bcc: Adam Greivell <adam@gfirm.us>

Ed,

Did the Town pass an ordinance on lighting in accordance with seub sec 2?

(2) Specific powers. -- The council shall have in addition, the power to pass ordinances not contrary to the laws and Constitution of this State, for the specific purposes provided in the remaining subsections of this section.

(3) Advertising. -- To provide for advertising for the purposes of the town, for printing and publishing statements as to the business of the town.

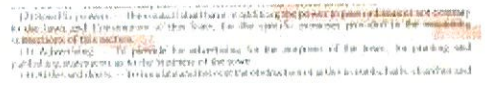
(4) Aisles and doors. -- To regulate and prevent the obstruction of aisles in public halls, churches and

The answer is no, I looked before I made the complaint.

If I missed it I am sure you would let us all know.

---

8 attachments



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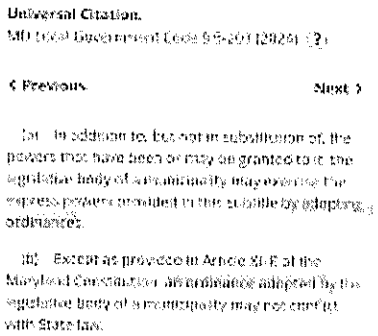
1127K

image008.jpg
214K

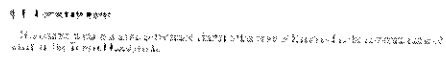

Universal Citation:
MD Local Government Code § 5-201 (2024)

< Previous Next >

(a) In addition to, but not in substitution of, the powers that have been or may be granted to it, the legislative body of a municipality may exercise the express powers provided in this subtitle by adopting ordinances.

(b) Except as provided in Article XI-E of the Maryland Constitution, an ordinance adopted by the legislative body of a municipality may not conflict with State law.

image009.jpg
234K



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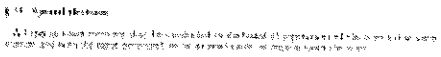

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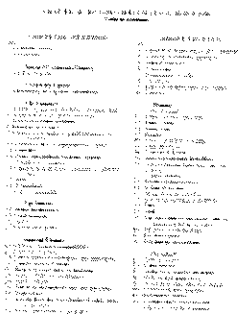

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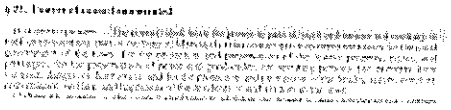

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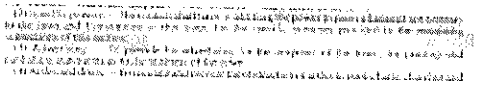

image007.jpg
1127K

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ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Wed, Jul 23, 2025 at 8:28 AM
To: Justin Holder <jholder2004@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>

Justin,

Your question is irrelevant because they were not discussing the passage of or revision of an ordinance dealing with lighting, only the placement of one light and pole.

Justin Holder <jholder2004@gmail.com> Wed, Jul 23, 2025 at 8:29 AM
To: Ed Kuczynski <ed.kuczlaw@gmail.com>

Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>

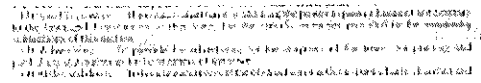
Ed,

There is no ordinance to revise. Stop the misrepresentation.

If I am wrong, and there is a lightning ordinance, I am sure you will let me know.

---

9 attachments



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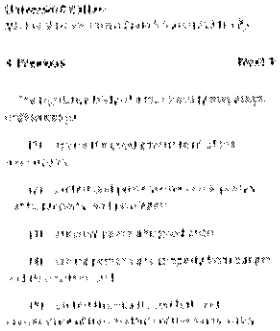

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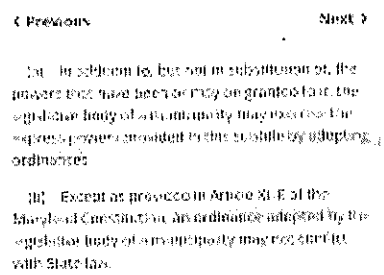

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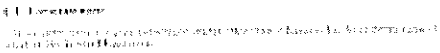

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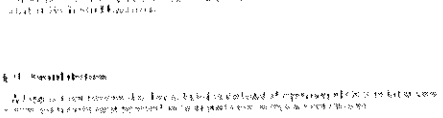

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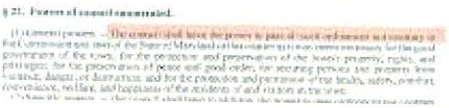

image007.jpg
1579K

image001.jpg
1127K

image001.jpg
1127K

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ed.kuczlaw@gmail.com <ed.kuczlaw@gmail.com> Wed, Jul 23, 2025 at 9:58 AM
To: Justin Holder <jholder2004@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>, ed.kuczlaw@gmail.com

Justin,

No misrepresentation. You clearly have missed my point and/or do not agree.

You are correct that there is no ordinance specifically relating to lighting although arguably in the case of new development (which is not relevant here) the Subdivision Ordinance would allow the PC to review and address street lighting. Regardless, I was pointing out by reference to the Charter and Statute that street lighting a matter of public safety. In my opinion, the existence or absence of a lighting Ordinance has no bearing on your Complaint or the OMCB's inquiry and review.

Justin Holder <jholder2004@gmail.com> Wed, Jul 23, 2025 at 10:08 AM
To: Ed Kuczynski <ed.kuczlaw@gmail.com>
Cc: PIA Opengov <PIAOpenGov@oag.state.md.us>, OpenGov <opengov@oag.state.md.us>, Lisa Riner <lriner@keedysvillemd.com>
Bcc: Adam Greivell <adam@gfirm.us>, Jacob Weddle <jweddle@rwclawyers.com>

Ed,

Thank you for the clarification. **There is no "particular provision", "ordinance" or "resolution" on lighting.**

The OMA ASKED:

"Was there a particular provision, ordinance, resolution, or policy that the Council was applying when members were discussing options for placement of the streetlight?"

Thus I believe the answer is clear, it was a "policy" discussion because there is no particular provision", "ordinance" or "resolution" on lighting to be "administer".

See how easy that is to answer Ed.....why all the circular answers. Truth sets us free....