

Town of Emmitsburg

300 A South Seton Avenue • Emmitsburg, MD 21727

Office: 301-600-6300 • Fax: 301-600-6313

www.emmitsburgmd.gov

TOWN MEETING AGENDA

TOWN OFFICE – 300A SOUTH SETON AVENUE

MONDAY, MARCH 13TH, 2023 AT 7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. FUTURE MEETINGS

Planning Commission Meeting: Monday, March 27, 2023, at 7:00 pm (Town Office & Zoom)

Board of Commissioners Meeting: Monday, April 3, 2023, at 7:00 pm (Town Office & Zoom)

MEETING ITEMS

- A. APPROVE MINUTES; February 6, 2023
- B. POLICE REPORT
- C. TOWN MANAGER'S REPORT
- D. TOWN PLANNER'S REPORT
- E. COMMISSIONER COMMENTS
- F. MAYOR'S COMMENTS
- G. PUBLIC COMMENTS
- H. ADMINISTRATIVE BUSINESS (NONE)
- I. CONSENT AGENDA
 1. Re-appoint of Scott Frager to the Board of Appeals with a term of 02/17/2023 to 02/17/2026.
 2. Re-appoint Carolyn Miller to the Parks and Committee with a term of 03/13/2023 to 03/13/2025.
 3. Re-appoint Martin Miller to the Parks and Committee with a term of 03/13/2023 to 03/13/2025.
 4. Accept Mark Walkers resignation from the Citizens Advisory Committee.
 5. Appoint Valerie Turnquist to the Planning Commission with a term of 03/13/2023 to 03/01/2026.
- J. TREASURER'S REPORT
- K. PLANNING COMMISSION REPORT
- L. AGENDA ITEMS (DETAILS ATTACHED)
 - 1) Approval of ordinance 23-04, update to Chapter 17.40.060 to add allowable projection of fences over 4-feet high on Corner Lots, for consideration.
 - 2) Discussion related to increases to water and sewer rates.
 - 3) For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of

Emmitsburg as the successor by merger to the Emmitsburg Volunteer
Ambulance Company.

M. SET AGENDA FOR NEXT MEETING: APRIL 3, 2023.

4. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS
5. ADJOURN

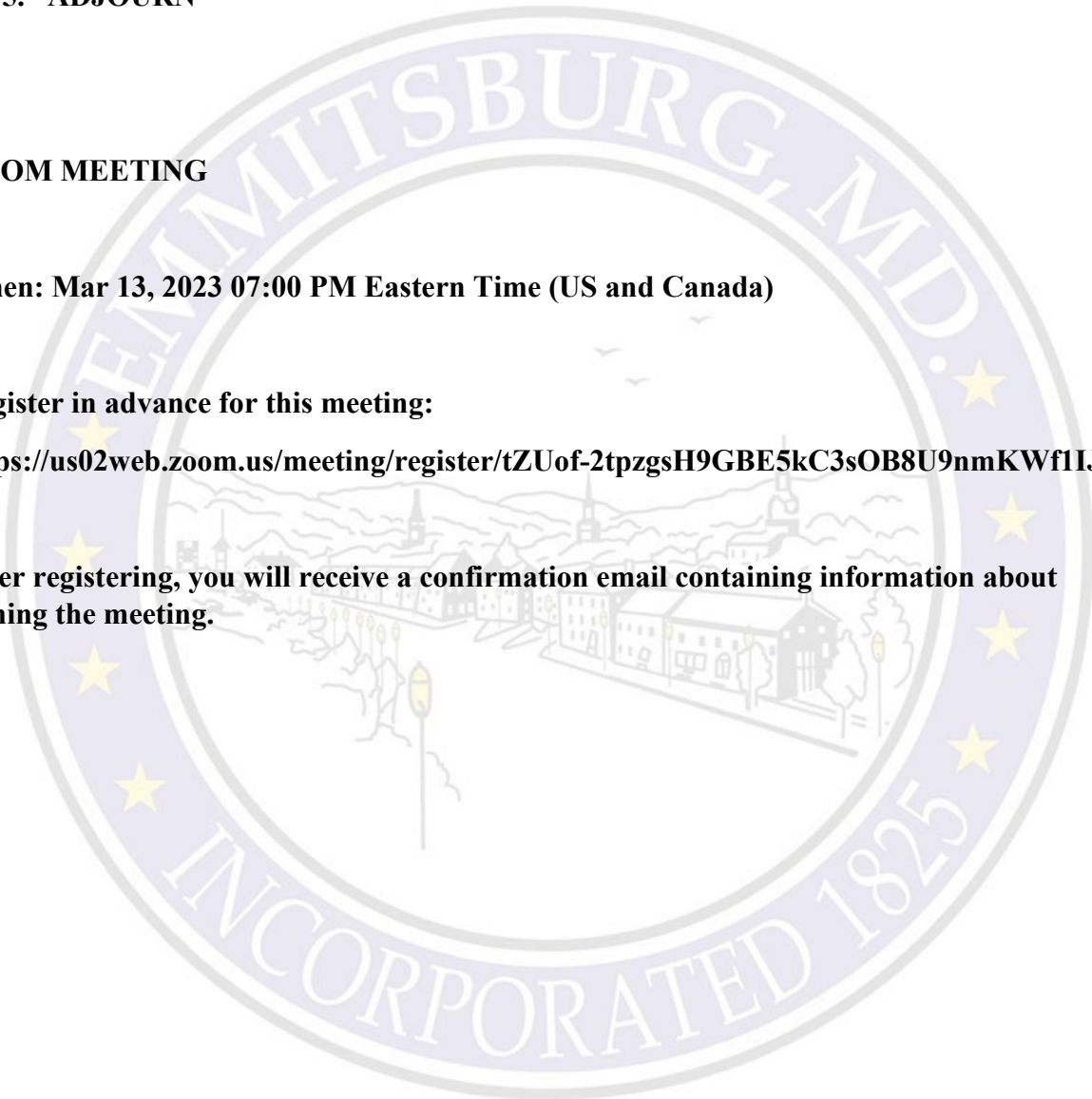
ZOOM MEETING

When: Mar 13, 2023 07:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZUof-2tpzgsH9GBE5kC3sOB8U9nmKWf1IJ3>

After registering, you will receive a confirmation email containing information about joining the meeting.



A. APPROVE MINUTES

**MINUTES
TOWN MEETING
FEBRUARY 6, 2023
TOWN OFFICE – 300A SOUTH SETON AVENUE**

Present: *Elected Officials* - Mayor Donald Briggs; Commissioners: Timothy O'Donnell, President; Joseph Ritz III, Vice President; Clifford Sweeney, Treasurer, Frank Davis; and Amy Boehman-Pollitt. *Staff Present* - Cole Tabler, Accounting Supervisor; Madeline Shaw, Grants Administrator; Najila Ahsan, Town Planner; Jessica Housman, Office Coordinator; Reese Fryer, Recorder. *Others Present* – Deputy Ahalt, Deputy Honaker and Sargent Hajjar.

I. Call to Order

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the February 6, 2023 town meeting to order at 7:30 p.m. Due to town staff absences, agenda items two and three will be postponed tonight until the March 13, 2023 town meeting. Pledge of Allegiance was recited. Upcoming meetings were announced.

Approval of Minutes

Commissioner Ritz motioned to accept the January 18, 2023 town meeting minutes as presented; second by Commissioner Boehman-Pollitt. Yeas – 5; Nays – 0. The motion was accepted.

Police Report:

Deputy Ahalt presented the police report from January 2023 (exhibit attached). Deputy Ahalt was promoted and transferred to another unit so will no longer be the community deputy for Emmitsburg. The Board and Mayor thanked Deputy Ahalt for his service. The new Emmitsburg community deputy will be Deputy Honaker.

Town Managers Report:

Najila Ahsan, Town Planner, presented the December 2022 town manager's report due to the Town Manager's absence. (exhibit in agenda packet).

Grant Administrative Report:

Madeline Shaw, Grants Administrator, presented the January 2023 Grants Administrator Report. The Creamery Road Pump Station Replacement construction went out to bid on February 2nd with a due date of March 22, 2023. Two new program open space grants were awarded for a storybook trail and cornhole in E. Eugene Myers Community Park. Two new grants were applied for in January 2023 to include a neighborhood streetlight replacement project and a MDE grant to replace the 10-inch transmission main from the water treatment plant.

Town Planners Report:

Ms. Ahsan presented the January 2023 town planners report (exhibit in the agenda packet). The Planning Commission last met on January 30, 2023.

Commissioner Comments:

- Commissioner Amy Boehman-Pollitt: She was able to visit newly opened Rutter's and encouraged small businesses, vendors, and farmers to participate in the farmer's market.
- Commissioner Ritz III: He requested the Board add an agenda item in the future approving the members of the Sustainable Communities Work Group that vote on the disbursement of State Community Legacy grant funds for façade improvements. He held up a Sunoco ad in the Emmitsburg News Journal for a 25th anniversary celebration.
- Commissioner Sweeney: He mentioned the Lions Club will be hosting a Valentine's Day dance on February 11, 2023 at the Banquet Hall.
- Commissioner Davis: He thanked Ms. Shaw for obtaining grant funds for the Storybook Trail. He thanked Carolyn Miller who is a member of the Parks and Rec. committee who brought the idea to them. He also requested the Town to look into the new MDE testing for PFAS.
- Commissioner O'Donnell: He apologized for missing the prior town meeting due to illness. He also congratulated Rutters on their opening.

Mayor's Comments:

Mayor Briggs attended numerous meetings since the last town meeting (meetings listed in agenda packet). Mayor Briggs attended the Frederick County Building Association meeting, a dinner meeting the new County elected officials at Winchester Hall and a Ukrainian Prayer Breakfast in Washington D.C with Conrad Reaver. He met the Ukrainian Ambassador of the United States, and she is interested in the work the Town has done for Ukraine. He also had a meeting with a member of the sister city Lutsk counsel. He acknowledged that his wife did apply for the Legacy Grant because they are residents of Emmitsburg and have been for many years. He does appoint the Sustainable Communities Work Group and has since starting the program in 2012. Mayor Briggs also noted the number of projects the Town has successfully completed over the years.

Public Comments:

Eric Sloane, Emmitsburg – Mr. Sloane would like the Town to bring an outside consultant in to look to see how much “wild water” is coming into the system.

Administrative Business:

None.

Consent Agenda:

Commissioner Davis motioned to approve the appointment of Shelia Pittinger, an out-of-Town representative, to the Citizens Advisory Committee with a term of February 6, 2023 to February 6, 2025; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted. Commissioner Ritz III motioned to approve Amber Phillips to the Citizens Advisory Committee with a term of February 6, 2023 to February 6, 2025; second by Commissioner Boehman-Pollitt. Yeas – 5; Nays – 0. The motion was adopted.

Treasurer's Report:

Commissioner Sweeney, Treasurer, presented the Treasurer's Report for January 2023 (exhibit in agenda packet). The top 10 check amounts are listed in the agenda packet.

Planning Commission Report:

Ms. Ahsan covered the planning commission report in the town planners report earlier in the meeting and has nothing else to add.

II. Agenda Items

Agenda #1 - FY22 Audit Presentation by DeLeon and Stang: Cole Tabler, Town Accountant, introduced Michele Mills, Public Accountant, and Addie Blickenstaff, In-Charge Accountant, with DeLeon and Stang. The fiscal year 2022 is complete and there were no significant problems identified. No material weaknesses in internal controls were identified. All transactions were found to be properly supported and recorded. The Town adopted and implemented GASB Statement No. 87 for leases ending in the year June 30, 2022. Three material misstatements noted and adjusted as result of the audit procedure. The three entries were identified in the course of auditing. First was to record additional accounts payable which affected both the capital projects fund and the water fund. Second was to recognize differed inflows unavailable grant revenues that affected the capital projects fund. The third was, to recognize the initial lease receivable and differed inflow as a result of the GASB 87. Ms. Mills explained that there were no difficulties in performing the audit and no disagreements with management. A presentation highlighting key information such as summaries on net position, statement of activities, operating revenues, etc. was made by the auditors.

Agenda #2 - Discussion related to increases to water and sewer rates: The agenda item postponed to the March 13, 2023 town meeting.

Agenda #3 - For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Company: The agenda item postponed to the March 13, 2023 town meeting.

Agenda #3 - For consideration, approval of engineering change order, amendment number 3, RK&K for the Creamery Road Pump Station replacement project: Ms. Shaw presented the

agenda item. The proposed change order would be the third engineering change order for the Creamery Road Pump Station Replacement project. The change order amount is \$267,058.75, which includes \$251,660.75 needed for full time inspection services by a Resident Project Representative and \$15,398 needed to cover engineering construction administration and post-construction support for 450 days. The initial engineering contract had a part time inspector for six months and 360-day construction timeline. *Motion:* Commissioner Davis motioned to approve the change order; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion was adopted.

Set Agenda Items for March 13, 2023 Town Meeting

Agenda Items: (1.) Approval of ordinance 23-04, update to Chapter 17.40.060 allowable projection of fences over 4-feet tall, for consideration. (2.) Approval of ordinance 23-05, update to Chapter 17.40.020 definition of “lot, front of” definition, for consideration. (3.) Discussion related to increases to water and sewer rates. (4.) For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Company
Administrative Business: None. *Consent Items:* None. *Motion:* Commissioner Ritz III motioned to accept the March 13, 2023 town meeting agenda; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

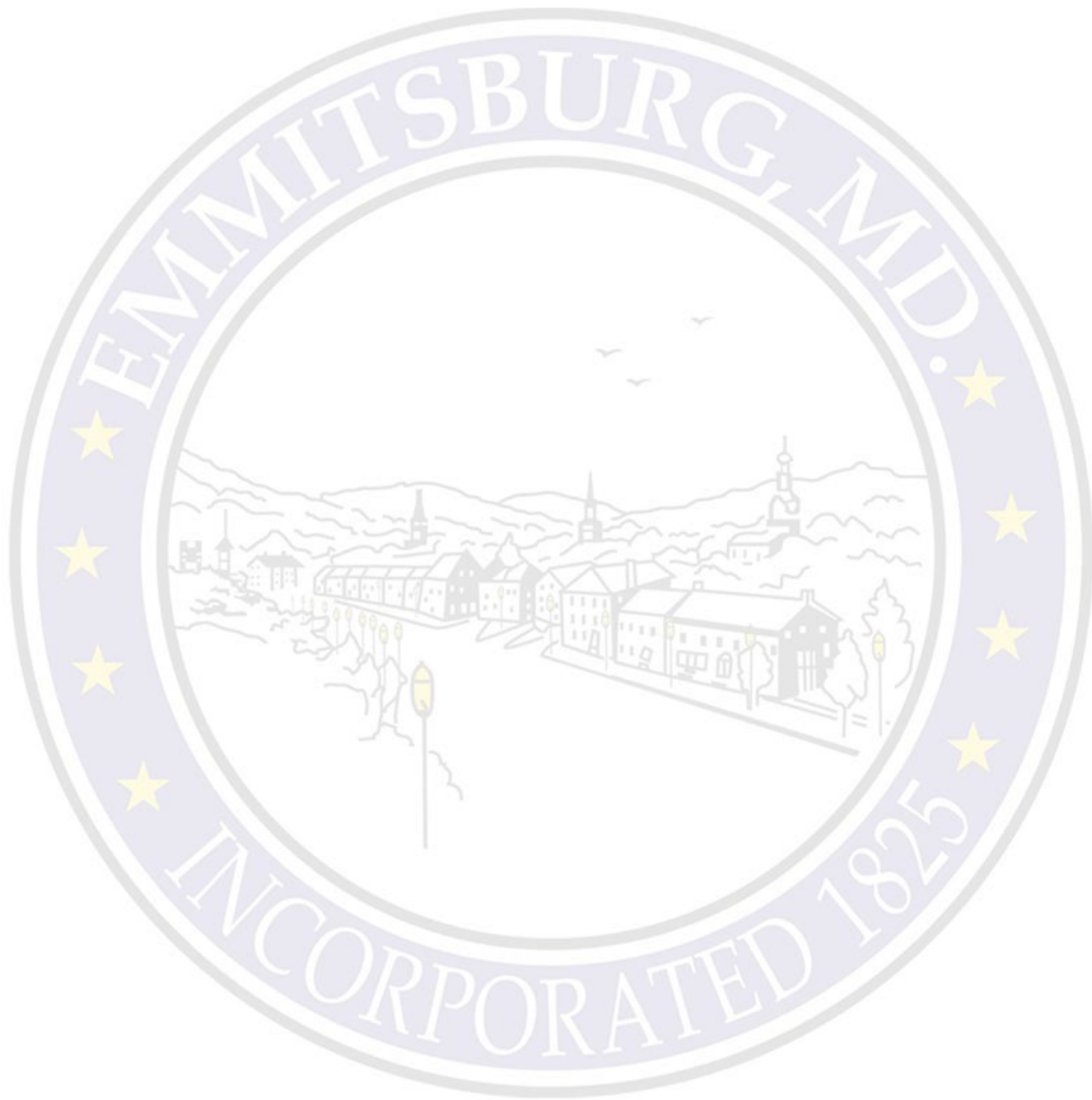
With no further business, Commissioner Sweeney motioned to adjourn the February 6, 2023 town meeting at 8:33 p.m.; second by Commissioner Boehman-Pollitt. Yeas – 5; Nays – 0. The motion was adopted.

Respectfully submitted,

Sabrina King, Town Clerk

Minutes Approved On:

B. POLICE REPORT



C. TOWN MANAGER'S REPORT

Town Manager's Report

January 2023

Prepared by Cathy Willets

Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired street lights.
- Staff conducted monthly storm drain inlet cleaning.
- Staff assisted Parking Enforcement with parking meter money collection.
- Staff took down most of the Christmas decorations.
- Staff cold patched some pot holes around Town.

Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Contractor removed hazardous trees in Emmet Gardens Park.
- Staff took down some trees at the stock pile.
- Contractor complete the Silo Hill Park upgrade project.

Water:

- Rainbow Lake is at the spillway level (16.6 feet).
- The roughing filters are being backwashed two times a day. The DE filters are getting one week runs.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>January</u>	<u>Change</u>
○ Well #1:	35'	34'	+1'
○ Well #2:	8'	11'	-3'
○ Well #3:	12'	25'	-13'
○ Well #4:	108'	OFF'	N/A
○ Well #5:	10'	OFF'	N/A

- Water production and consumption. We produced an average of 235,893GPD. We consumed an average of 251,214 GPD (finish water + MSM). The amount of Backwash Water in the month of January is ... (14.58%).
 - 39.18% of this water came from wells.
 - 5.34% of this water came from Mt. St. Mary's.
 - 55.48% of this water came from Rainbow Lake.

We purchased 460,000 gallons of water from MSM this month.

Wastewater:

- We treated an average of 465,777 gpd (consumed 251,214 GPD) which means that 46.07% of the wastewater treated this month was "wild water".
- We had no spills of untreated sewage in the month of January.
- We exceeded the plant's design capacity one time in the month of January.
 - 01/25 893,200gpd
- We received about 2.7" of precipitation this month (the average is 3.18"). We have a precipitation **SURPLUS of 1.86"** over the last six months. The average precipitation for the period from August 1 through January 31 is 21.14". We have received 23.0" for that period.

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

Meetings Attended:

- 01/03 Met with the Mayor.
- 01/04 Met with the Mayor.
- 01/06 Met with Najila (Town Planner) and Chris Jakubiak re: Town Planner position.
- 01/09 Met with Najila (Town Planner) and Pradeep re: development project.
- 01/12 Met with George Brenton to review their upcoming projects as well as future tree planting easements.
- 01/17 Met with staff and contractor regarding upcoming connections to TOE water main.
- 01/17 Met with Najila (Town Planner), Leslie Powell and Clark Adams re: current and future projects.
- 01/17 Met with Kadeem (Parking Enforcement) and a representative for parking meters.
- 01/18 Met with Kadeem (Parking Enforcement) and a representative for parking meters.
- 01/18 Attended Town Meeting.
- 01/19 Met with staff to review improvement plans for Federal Stone and Creamery Ct.
- 01/19 Met with Kadeem (Parking Enforcement) and a representative for parking meters.
- 01/20 Conference call with Chris Jakubiak, Leslie Powell and Najila (Town Planner) re: several projects and text amendment updates.
- 01/24 Conference call with Madeline (Grants Administrator) and Fox Associates re: North Seton and DePaul St. Waterlines plus Green Street Project.
- 01/24 Met with Mayor.
- 01/25 Attended Department Head Meeting.
- 01/26 Attended Support Staff Meeting.
- 01/25 Conference call with Leslie Powell re: Creamery Road Pump Station and upcoming agenda items.
- 01/26 Met with Kadeem (Parking Enforcement) and a representative for parking meters.
- 01/31 Met with Kadeem (Parking Enforcement) and a representative for parking meters.
- 01/31 Attended Zoom meeting with Najila (Town Planner) and Frederick County permitting to go over portal and procedures.
- 01/31 Conference call with Madeline (Grants Administrator) re: Creamery Rd. Pump Station.

Noteworthy:

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in January.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- Staff completed some use and occupancy permit inspections.
- Staff conducted quarterly water meter readings.
- Staff completed December 2022 water report along with the semi-annual water withdrawal report and backwash report.
- Staff cleared a clog at the backwash pond.
- Staff working with contractor to update GIS information on water and sewer.
- Staff working closely with County on required flow testing requirements for new construction and sprinkler systems.
- Staff followed up on complaints regarding high pressure from January town meeting.
- Contractor fixed a leak at WWTP.
- Staff prepping for new ChemScan upgrade.
- Staff completed and submitted the sludge generator report for 2022 to the State as well as WWTP December reporting submitted.
- Contractor took down some trees on Hampton Valley Road for safety reasons.
- Fire protection contractor conducted yearly maintenance on Town's fire extinguishers.
- Staff worked with contractor on waterline connection on West Main St.
- Staff conducted water meter leak test on West Main St.
- Staff turned water off at residence on West Main St. for a major water leak inside.

PARKING ENFORCEMENT REPORT

PARKING ENFORCEMENT REPORT

FEBRUARY 2023

<i>Overtime Parking</i>	78		
<i>Restricted Parking Zone</i>	1		
<i>Parked in Crosswalk</i>			
<i>Parked on Sidewalk/Curb</i>			
<i>Parked by Fire Hydrant</i>	1		
<i>Parked Blocking Street</i>			
<i>Parked Blocking Driveway</i>			
<i>Failure to Park between Lines</i>	4		
<i>Left Side Parking</i>	1		
<i>Parked in Handicapped Space</i>			
<i>48 Consecutive Hours</i>			
<i>Total Tickets - Warnings</i>	83	10	
<i>Meter Money</i>	\$1149.16		
<i>Meter Reservations</i>	Daily Reservations:	Funeral Home Reservations:	
<i>Parking Permits by Type</i>	3M: 2	6M: 2	1Y: 0
<i>Parking Permits Money</i>	\$350		
<i>Violation Cost</i>	\$830		
<i>Late Fees Assessed</i>	\$210		
<i>Payment Received</i>	\$410		
<i>Dues Forward</i>	\$520		
<i>Totals February:</i>	<i>Made</i> \$1776.05	<i>Due</i> \$290	
<i>Totals 2023</i>	<i>Violations Paid</i> \$1035	<i>Outstanding Bal.</i> \$750	<i>Meter Money</i> \$2215.21

GRANTS ADMINSTRATOR REPORT

As of March 1, 2023 Grants Administrator Report

Prepared By: Madeline Shaw, Grants Administrator

ACTIVE GRANTS (13 TOTAL)

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

- For purchase of a 4x4 work truck, backhoe loader, multi-user tractor, WWTP SCADA.
- Status - Backhoe and multi-use tractor delivered. SCADA 98% completed. Waiting on work truck to be delivered, delayed to end of March now, and final equipment to arrive for SCADA. Once all invoices are received final report will be submitted.

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

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

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Waiting on electrical conduit and transformer to be installed in April hopefully. Also waiting on building permits and final plan edits from engineer. Need to order pre-fabricated building, then hire contractor to prepare site for delivery (water/sewer/electrical/stone pad).

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

- For replacement of Creamery Road Pump Station will new station.
- Status – Construction bids advertised Feb. 2 with a due date of March 22. Assisting engineer with answering bid questions. Bids anticipated to come to board at May 1 town meeting. Continuing to submit monthly reports to USDA.

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

- For advertising Emmitsburg in Celebrate Gettysburg, Visit Frederick and Montgomery Magazine.
- Status – ads placed in Celebrate Gettysburg (March/April edition) and Visit Frederick (2023) so far.

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

- To replace old swing set and playground tower and install half basketball court.
- Status – Playground and hoop installation completed Jan. 27. Waiting on ½ basketball court installation once weather is warmer, then project complete.

#23-8, MEA Streetlight & Outdoor Lighting Efficiency Pilot for \$27,500 (15% of total project match)

#23-10, USDA Downtown Streetlight Replacement for \$75,000

#23-11, USDA Downtown Streetlight Replacement for \$50,000

- Replace 102 streetlights along Main Street / Seton Avenue with new LED dimmable cutoff lights.
- Status – waiting on DHCD Operating Assistance grant agreement to be signed in March 2023 and town budget transfer to fund entire project est. at \$234,090.

#23-12, DHCD Business District and Neighborhood Safety Grant for \$85,000 (no match)

- Purchase two portable radar speed trailers and two surveillance cameras for town square.
- Status – Collecting at least three written estimates for speed trailers and surveillance cameras currently before estimate approval and equipment ordered.

#23-3, DHCD Community Legacy Façade Improvements FY2023 for \$50,000

- Provide property owners in sustainable community's district with 50/50 funds to fix-up property.
- Status – Sustainable Communities Work Group met on Jan. 26th and Mar. 2nd. Projects submitted to Maryland DHCD on Mar. 3rd for approval. Once State approves projects, property owners will

be notified in writing of award amount and grant agreement must be signed before work can begin.

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

- For installing two pairs of permanent concrete cornhole boards in Community Park.
- Status – State approved on Jan. 25. Waiting on warmer weather for concrete pads to be poured. Need to order equipment.

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

- For installation of 20 single pedestal exhibits that would display exchangeable storybook pages.
- Status – State approved on Jan. 25. Equipment estimate sent to management for approval Mar. 6, then exhibits will be ordered. Anticipated installation around May 15.

NEWLY AWARDED:

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

- For SWM plan and to pave a 10 to 12 space parking lot at Rainbow Lake.

PENDING GRANTS (WAITING FOR ANNOUNCEMENT) (12 TOTAL)

DHCD Operating Assistance Grant – Main Street Improvement Grant for \$10,000

- Replace 102 streetlights along Main Street / Seton Avenue with new LED dimmable cutoff lights.

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

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

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

The 4 grants below are scheduled to go to the Maryland Board of Public Works for approval Mar. 15

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

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

1. Install half basketball court in Memorial Park \$15,000
2. Install playground addition via Timber Stacks play equipment in Memorial Park \$105,686

KMB Citizen Stewardship Grant for \$5,000 submitted 11/14/2022

- Purchase 4 pet waste stations and 3 recycling containers to be installed at various areas in Town.

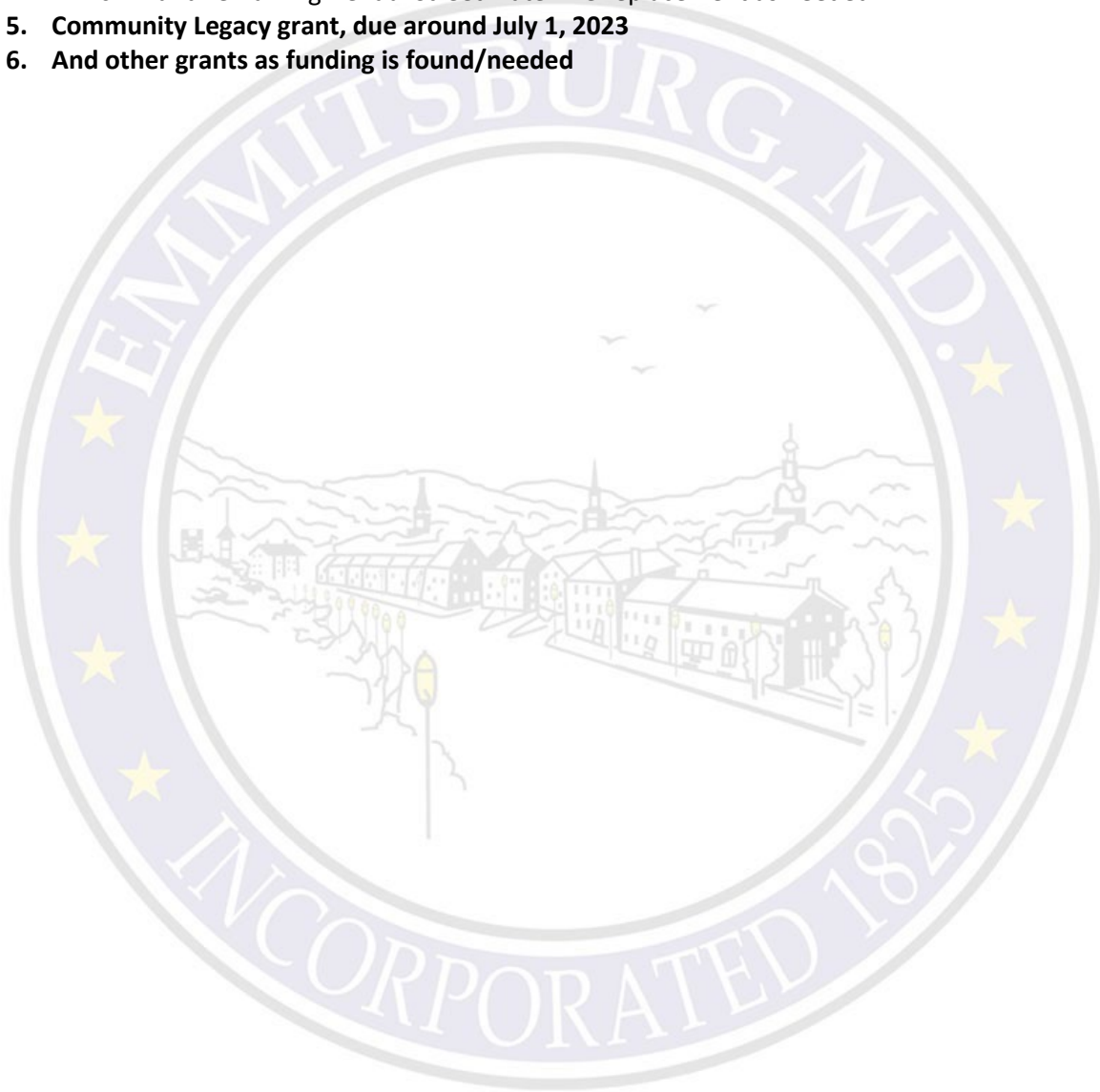
State Aid for Police Protection (SAPP) FY2024, submitted 12/13/2022

MWIFA Emmitsburg Transmission Main Replacement, submitted 01/31/2023

- To replace 10-inch mountain main into Town with 16-inch to improve water quality and fire flow.

UPCOMING GRANTS (TO APPLY FOR)

1. **TRIPP Tourism Grant, due March 31, 2023**
2. **Main Street Affiliate designated funding, due April 1, 2023**
3. **Program Open Space FY24, due May 5, 2023**
4. **Community Development Block Grant, due around June 2023**
 - Fund remaining DePaul Street waterline replacement as needed
5. **Community Legacy grant, due around July 1, 2023**
6. **And other grants as funding is found/needed**



D. TOWN PLANNER'S REPORT

Town Planner's Report – February 2023

Prepared by Najila Ahsan

1. Municipal Separate Storm Sewer System (MS4):

- Silo Hill SWM basin retrofit & tree planting project management.
 - Silo Hill SWM basin retrofit:
 - Submitted Progress report to Chesapeake Bay Trust
 - Tree removal
 - 2.28.23
- Updated the website with SWM adjustment, credit, and appeal forms

2. Code Enforcement & Permits:

- Processed 5x zoning permit applications:
 - 1x – new single-family dwelling (319 Mountaineers Way).
 - 1x – repaired single-family dwelling (277 DePaul Street).
 - 2x – Fence 4'
 - 1x – Street Closure
- Processed 1x backflow preventer permit application.
- Processed 1x firewood permit
- Provided official letters regarding zoning

3. Planning Commission (PC):

- Scheduled to meet on March 27, 2023
- **New Ordinance for approval:** Ord No. 23-04 (see attached)

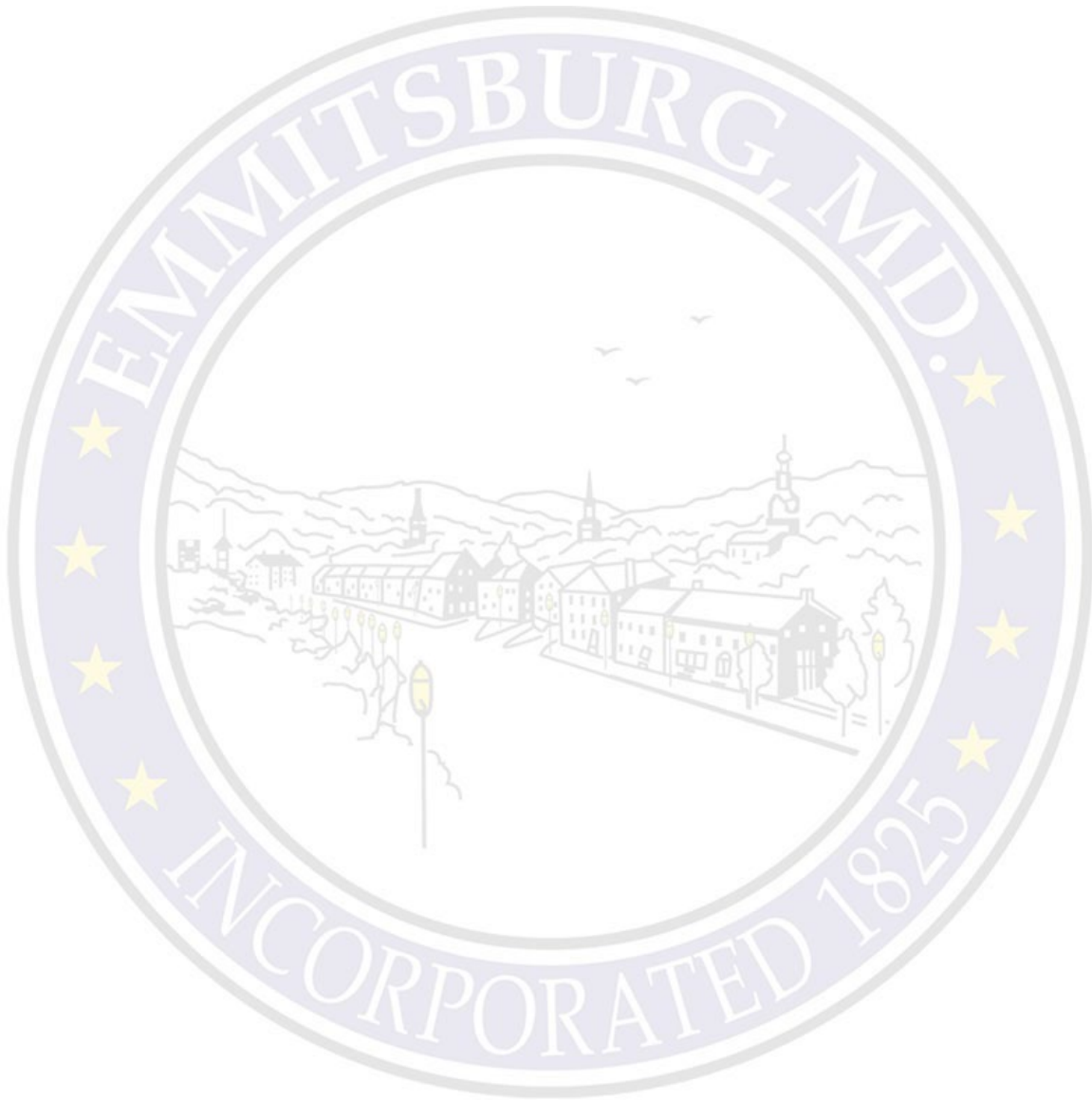
4. Development Updates:

- **Federal Stone** – Awaiting the submission of updated Site Plan and Improvement Plans
- **Ripleigh's Creamery** – Delayed due to funding; Ice cream truck operation starting April 2023.
- **Village Liquors & Plaza Inn** – Owner is seeking to have an updated addition plat approved.
- **McDonalds** – Additional driveway construction
- **Mount St. Mary's Seton Shrine E Wing** – Planning phase: renovation to accommodate nursing student clinical rotations; planning phase. Parking inquiry: classification— "commercial, business, technical or trade school" (1 spot per 3 students)

5. Misc.

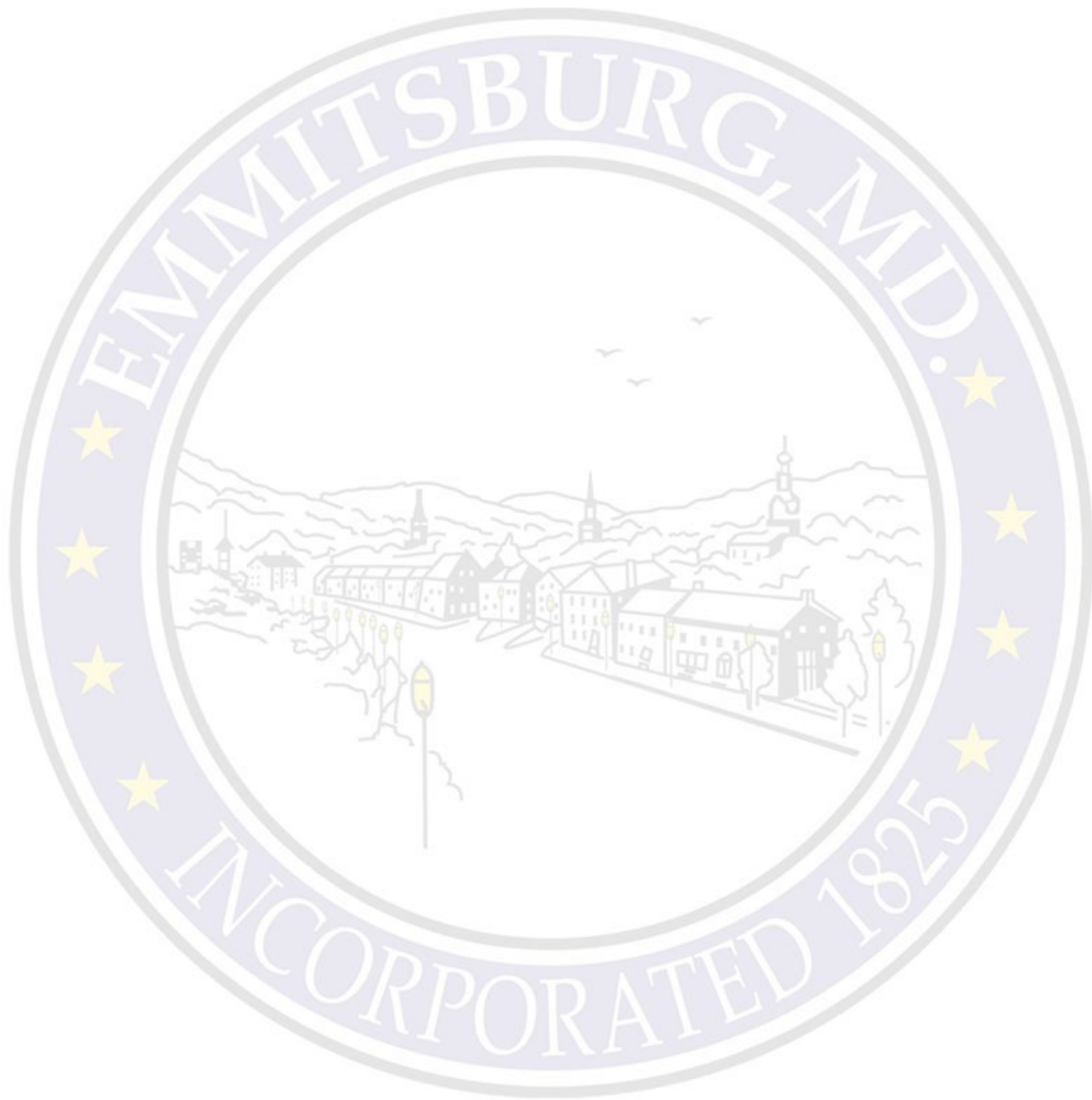
- **Updated Annexation guide** – Included recent ordinance (Ordinance series 23-03)
- **Updated outdated permit forms** – contact and other information

E. COMMISSIONERS COMMENTS



F. MAYORS COMMENTS

Presented at the Town meeting.



G. PUBLIC COMMENTS

H. ADMINSTRATIVE BUSINESS (NONE)



I. CONSENT AGENDA

- 1) Re-appoint of Scott Frager to the Board of Appeals with a term of 02/17/2023 to 02/17/2026.
- 2) Re-appoint Carolyn Miller to the Parks and Committee with a term of 03/13/2023 to 03/13/2025.
- 3) Re-appoint Martin Miller to the Parks and Committee with a term of 03/13/2023 to 03/13/2025.
- 4) Accept Mark Walkers resignation from the Citizens Advisory Committee.
- 5) Appoint Valerie Turnquist to the Planning Commission with a term of 03/13/2025 to 03/01/2026.

J. TREASURER'S REPORT

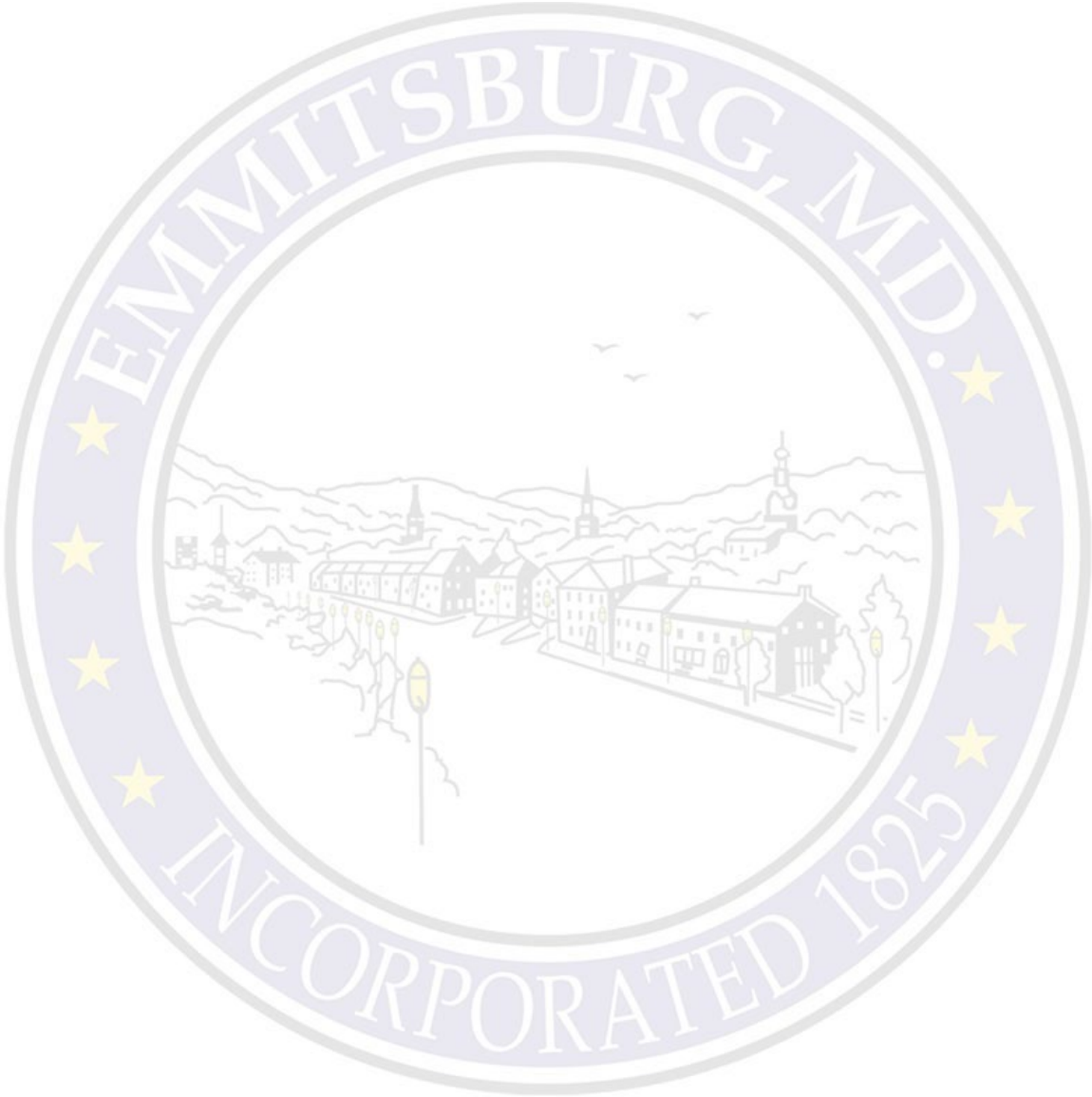
**TOWN OF EMMITSBURG
 CASH ACTIVITY as of February 28, 2023**

\$9,096,096	Cash Balance February 1, 2023
293,568	Deposits
<u>-431,547</u>	Withdrawals
\$8,958,117	Operating Balance Forward

<u>Check Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>	<u>Check Number</u>
\$138,984	Playground Specialists	Silo Hill Park - Grant #23-4	02.01.23	44666
\$22,472	MD Dept of Budget & Mgmt	Feb 23 Health Insurance	02.28.23	44764
\$20,824	MD Dept of Budget & Mgmt	Jan 23 Health Insurance	02.01.23	44660
\$9,446	Jakubiak & Associates	Professional Services	02.01.23	44658
\$8,369	Hach Company	Chemical Scan Upgrade	02.21.23	44737
\$7,980	Jakubiak & Associates	Professional Services	02.15.23	44706
\$7,512	LG Sonic US, LLC	Interactive Algae Control	02.01.23	44659
\$7,051	Republic Services	Feb 23 Refuse Services	02.15.23	44720
\$6,814	UGI Energy Services	Dec 22 Solar Field #1	02.01.23	44672
\$6,275	Baker Tree Service	Tree Removal - Emmitt Gardens	02.01.23	44650

Ck dates 02.01.23 to 02.28.23

K. PLANNING COMMISSION REPORT



L. AGENDA ITEMS

AGENDA ITEM #1: Approval of ordinance 23-04, update to Chapter 17.40.060 to add allowable projection of fences over 4- feet high on Corner Lots, for consideration.

Presentation at the meeting by Town Staff.



ORDINANCE SERIES: 2023
ORD. NO: 23 - 04

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AN ORDINANCE TO AMEND
TITLE 17
OF THE CODE OF EMMITSBURG
ENTITLED
ZONING

BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 17, Zoning, of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in ~~[brackets and strike-out]~~.

17.40.060 Allowable projections of fences into yards.

A. GENERAL: Fences may be constructed in or project into yards, providing, that: (a) no fence or planting more than three (3) feet high shall be located within thirty (30) feet of a street intersection; (b) no fence more than four feet high may be located closer to the front of the lot than the principal building; (c) no privacy fence of a townhouse or duplex dwelling more than ten (10) feet tall by eight (8) feet wide overall; and (d) no fence more than six (6) feet high shall be allowed on any other part of the lot.

B. FENCES OVER 4-FEET HIGH ON CORNER LOTS: FOR ESTABLISHING THE ALLOWABLE LOCATION OF FENCES OVER FOUR (4) FEET HIGH ON CORNER LOTS, THE FRONT OF THE LOT SHALL BE ESTABLISHED CONSISTENT WITH THE DEFINITION OF THE TERM “LOT, FRONT OF” IN SECTION 17.04.020 OF THIS ORDINANCE AND NO SUCH FENCE SHALL BE PERMITTED THERE. SUCH FENCE MAY BE PERMITTED ALONG THE SIDE NOT QUALIFYING AS THE FRONT, PROVIDED THE FENCE SHALL NOT EXTEND CLOSER TO THE ESTABLISHED FRONT OF THE LOT THAN THE NEAREST FRONT CORNER OF THE PRINCIPAL BUILDING. FIGURE 1 ILLUSTRATES THE APPLICATION OF THIS STANDARD TO TWO EXAMPLE CORNER LOTS.

draft

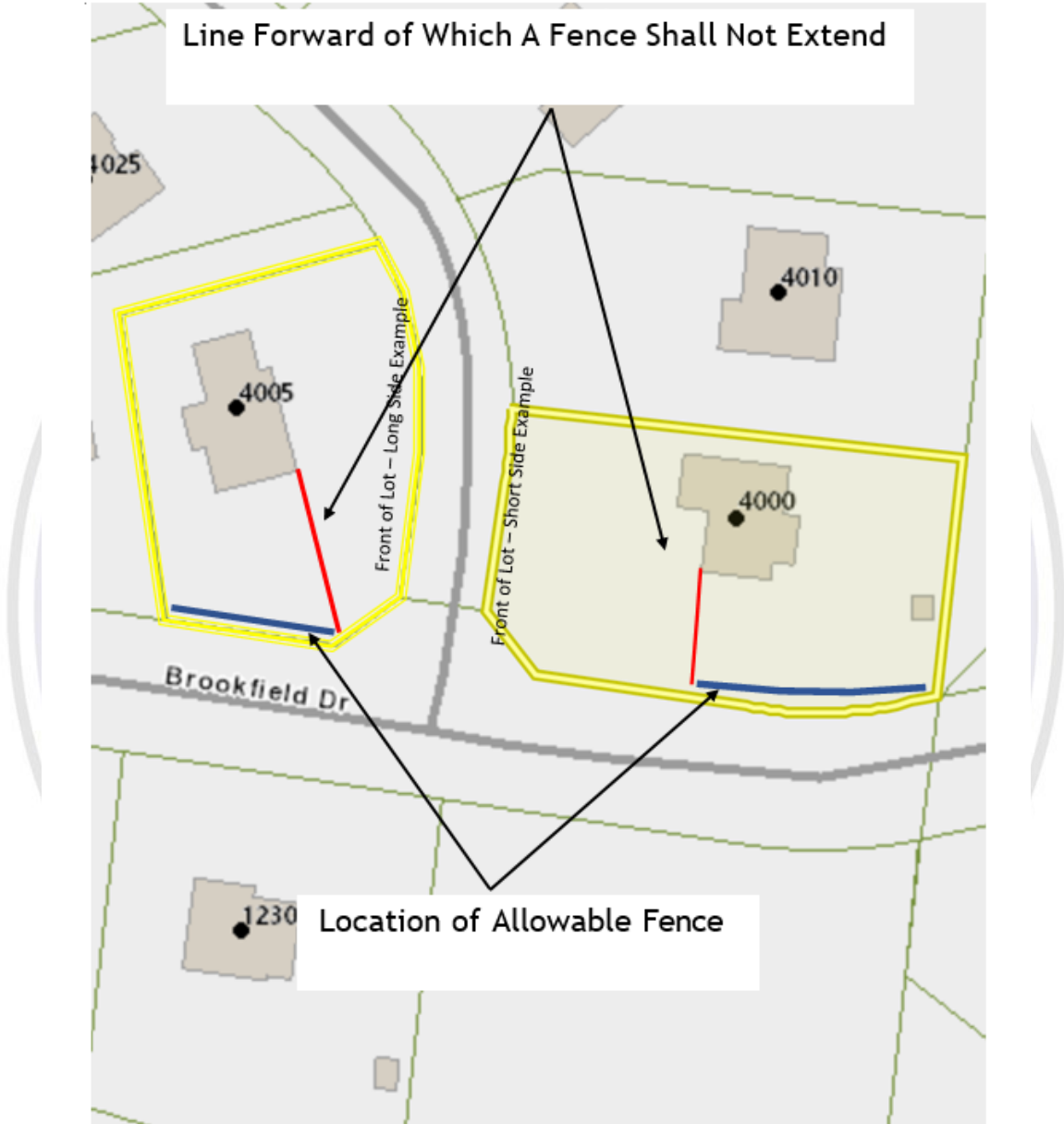


Figure 1, Acceptable Placement of Fences (over 4-feet high) on Two Examples of Corner Lots.

ORDINANCE SERIES: 2023
ORD. NO: 23 - 04

17.04.020 – Definitions

“Lot, front of” means the side or sides of an interior or through lot which abut a street. A corner lot shall be deemed normally to front upon the street on which it has the least dimension **EXCEPT THAT, IN THE APPLICATION OF SECTION 17.40.060B, THE ZONING ADMINISTRATOR MAY ESTABLISH A DIFFERENT FRONT OF LOT UPON FINDING THAT THE PRINCIPAL BUILDING ON THE LOT FACES THE SIDE WITH THE GREATEST DIMENSION**

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

PASSED this ___ day of _____, 2023 by a vote of

Commissioners:	For	Against	Absent	Abstain
O'Donnell				
Ritz III				
Sweeney				
Davis				
Boehman-Pollitt				
TOTAL:				

ATTEST:

BOARD OF COMMISSIONERS:

Sabrina King, Town Clerk

Timothy J. O'Donnell, President

MAYOR

APPROVED

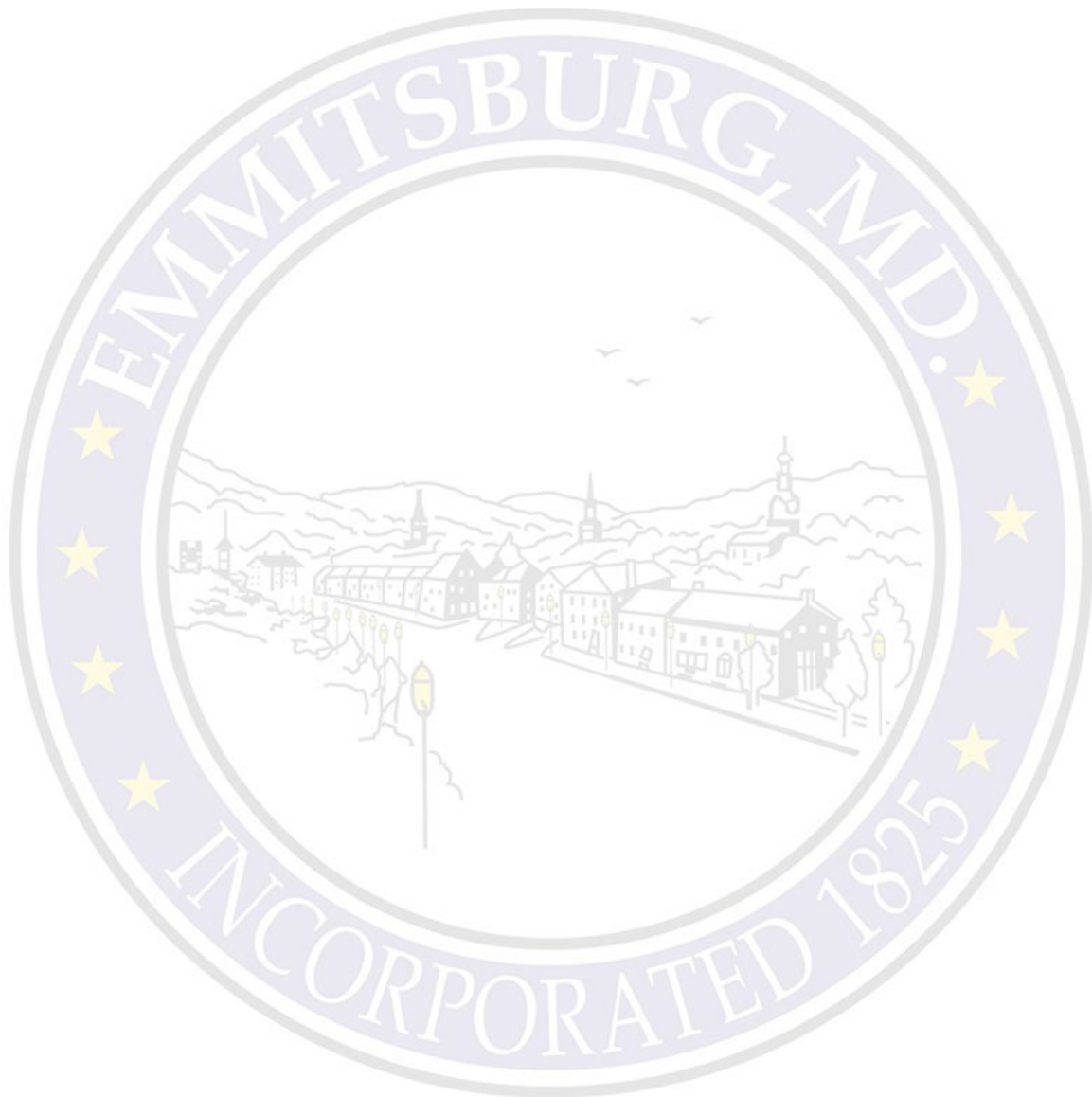
VETOED

this _____ day of _____, 2023.

Donald N. Briggs, Mayor

AGENDA ITEM #2: Discussion related to increases to water and sewer rates.

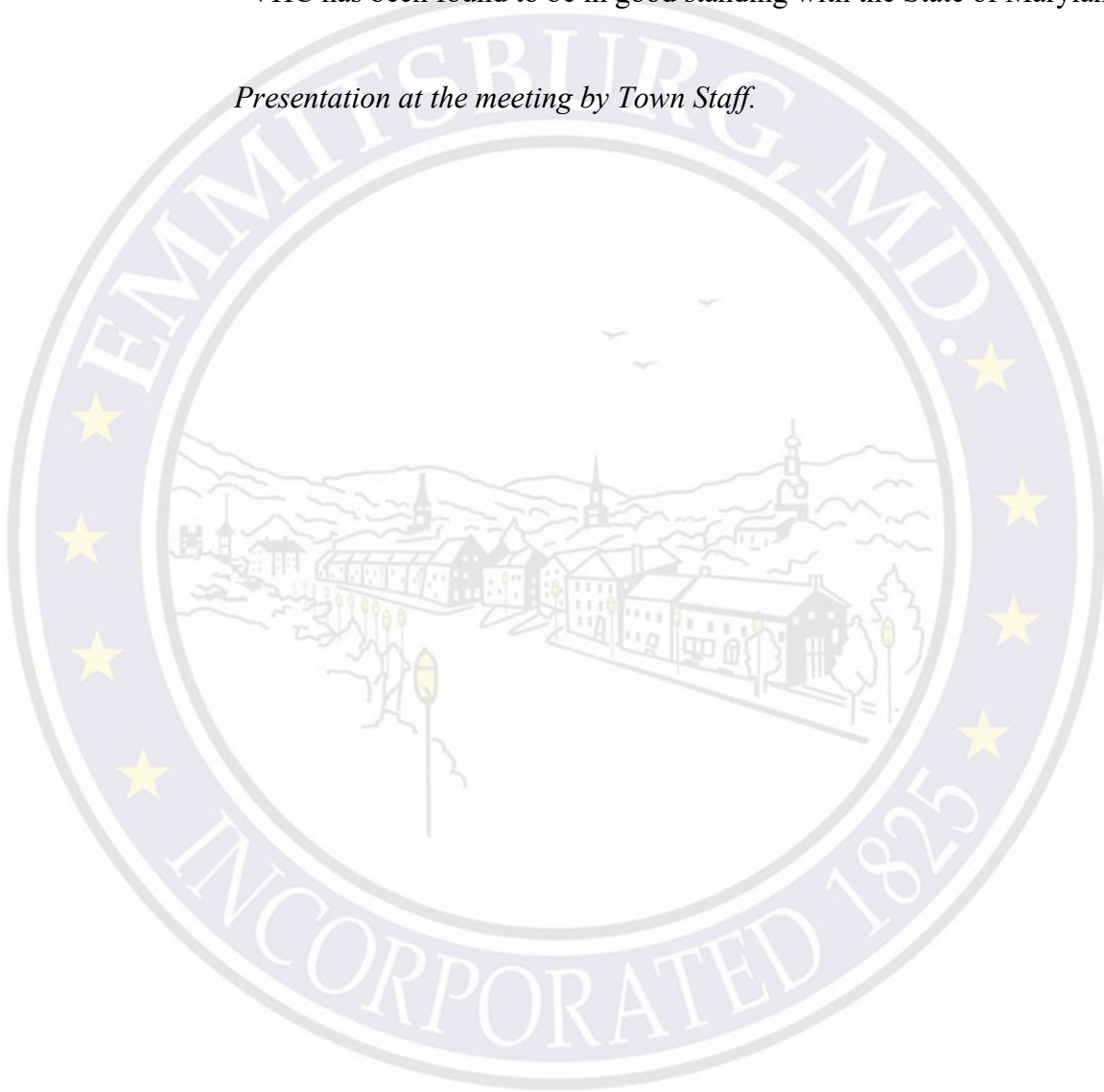
Presentation at the meeting by Town Staff.



AGENDA ITEM #3: For consideration, approval of the amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Company.

*VHC has been found to be in good standing with the State of Maryland.

Presentation at the meeting by Town Staff.



AMENDMENT TO LOAN AND FINANCING AGREEMENT

This AMENDMENT TO LOAN AND FINANCING AGREEMENT (this “Amendment”), dated as of March __, 2023 (the “Effective Date”), is made and entered into by and among the TOWN OF EMMITSBURG (the “Issuer”), PNC BANK, NATIONAL ASSOCIATION, as successor to Farmers & Mechanics Bank (the “Holder” or the “Bank”), and THE VIGILANT HOSE COMPANY OF EMMITSBURG, as successor by merger to Emmitsburg Volunteer Ambulance Company, Inc. (the “Borrower”).

WITNESSETH:

WHEREAS, the Issuer, the Holder and the Borrower previously entered into a Loan and Financing Agreement dated as of November 16, 2006 (the “Original LFA” and, as previously amended and as amended by this Amendment, the “LFA”), pursuant to which the Issuer issued and sold to the Holder the Issuer’s Economic Development Revenue Bond (Emmitsburg Volunteer Ambulance Facility), Series 2006 in the original principal amount of \$2,065,500 (the “Original Bond”); and

WHEREAS, the proceeds of the sale of the Original Bond were loaned by the Issuer to the Borrower pursuant to the terms of the Original LFA; and

WHEREAS, the Borrower issued its promissory note under the Original LFA evidencing its promise to make payments sufficient to pay principal and interest on the Original Bond (the “Original Note,” and together with the Original Bond and the Original LFA, the “Existing Agreements”); and

WHEREAS, the Original Bond and the Original Note (together with the Original LFA, the “Affected Loans”), issued under the Original LFA bear interest, and have fees, commissions or other amounts based on the London Interbank Offered Rate administered by the ICE Benchmark Administration (“LIBOR”) in accordance with the terms and conditions of the Original LFA; and

WHEREAS, the parties to the Original LFA have determined that LIBOR hardwired replacement provisions that include a replacement waterfall that provides for a transition to a successor rate shall be incorporated into the Existing Agreements with respect to Affected Loans for all purposes under the Existing Agreements and under any other agreement, instrument, certificate or document (other than any derivative, swap agreement, hedge agreement or ISDA confirm or other analogous or similar document executed in connection with any interest rate hedging or swap transactions) executed and delivered in connection with the Existing Agreements (together with the Existing Agreements, each as amended, supplemented, modified or restated prior to the date hereof, collectively, the “Existing Documents”), subject to the terms and conditions set forth in this Amendment; and

WHEREAS, the parties agree that an original, executed copy of this Amendment will be attached to the Original Bond and shall constitute an allonge thereto; and

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth herein.

Section 2. Certain Definitions. (a) Capitalized terms used in this Amendment but not otherwise defined herein or in Exhibit A shall have the meanings assigned to such terms in the Existing Agreements. Capitalized terms used in Exhibit A that are also used in the Existing Agreements shall supplement (but not replace) the defined terms in the Existing Agreements with respect to the Affected Loans, unless otherwise stated therein.

(b) The term “Business Day” as defined in Section 1.1 of the Original LFA is hereby deleted and replaced with the following definition:

“*Business Day*” shall mean a day other than a Saturday, Sunday, legal holiday or any other day when the Holder is authorized or required by applicable law to be closed.

Section 3. Amendments to Existing Agreements. The Existing Agreements are hereby amended as set forth on Exhibit A attached hereto. Notwithstanding any provision of the Existing Agreements or any Existing Document to the contrary, the Issuer, the Holder and the Borrower (collectively, the “Parties”) hereby agree that the terms set forth on Exhibit A apply to the Affected Loans on and after the Effective Date. For the avoidance of doubt, to the extent provisions in the Existing Agreements apply to the Affected Loans and such provisions are not specifically addressed by Exhibit A, such provisions in the Existing Agreements shall continue to apply to the Affected Loans from and after the Effective Date. In the event of a conflict between the terms of this Amendment and the terms of the Existing Agreements or any other Existing Document, the terms of this Amendment shall govern and control. For the further avoidance of doubt, the provisions of this Amendment supersede and govern any provisions of the Existing Agreements relating to benchmark replacements as they apply on and after the Effective Date.

Section 4. Representations and Warranties. The Borrower hereby represents and warrants that: (a) no default or Event of Default (or similar defined term) exists or will exist immediately after giving effect to the transactions contemplated hereby, (b) all representations and warranties of Borrower contained in the Existing Agreements, in this Amendment and in the other Existing Documents are true and correct in all material respects (without duplication of any materiality qualifiers), (c) the execution, delivery and performance of this Amendment and any other document related hereto by the Borrower have been duly authorized by all necessary corporate or other organizational action, and (d) this Amendment and any other document related hereto have been duly executed and delivered by the Borrower.

Section 5. Limitation; Effect of Amendment; No Novation. No provision of the Existing Agreements or any other Existing Document is amended or waived in any way other than as provided herein. Except as expressly set forth herein, all of the terms of the Existing Agreements and the other Existing Documents shall be and remain in full force and effect and are hereby ratified and confirmed, and constitute the legal, valid, binding, and enforceable obligations of the parties thereto. As of the Effective Date, each reference in the Existing Agreements to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference in the other Existing Documents to the Existing Agreements (including, without limitation, by means of words like “thereunder,” “thereof”, “therein” and words of like import), shall mean and be a reference to the Existing Agreement as amended by this Amendment. The Borrower hereby confirms that the Existing Agreements and each other Existing Document have at all times, since the date of the execution and delivery of such documents, remained in full force and effect and the obligations thereunder are continued as amended by this Amendment. The Borrower acknowledges and agrees that the amendment of the Existing Agreements and each other Existing Document by this Amendment is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, loans, liabilities, or indebtedness under the Existing Agreements and each other Existing Document, and this Amendment, the Existing Agreements and each other Existing Document are entitled to all rights and benefits originally pertaining to the Existing Agreements and each other Existing Document.

Section 6. Reaffirmation of Security Interests. The Borrower hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated thereby. The Borrower hereby

(a) affirms and confirms, as applicable, its pledges, grants and other undertakings under the Existing Agreements and each other Existing Document, each as amended by this Amendment, to which it is a party and (b) agrees that (i) the Existing Agreements and each other Existing Document, each as amended by this Amendment, to which it is a party continue to be in full force and effect and (ii) all guarantees, pledges, grants and other undertakings thereunder continue to be in full force and effect (with the same priority, as applicable) and accrue to the benefit of the applicable secured party or parties thereunder.

Section 7. Further Assurances. The Borrower agrees to execute such other documents, instruments and agreements and take such further actions reasonably requested by the Holder to effectuate the provisions of this Amendment.

Section 8. Counterparts. (a) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(b) The words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. The Parties agree that this Amendment may, at the Holder’s option, be in the form of an electronic record and may be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Holder of a manually signed paper signature page which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

Section 9. Section Headings. Section headings used in this Amendment are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Amendment.

Section 10. Severability. The provisions of this Amendment are intended to be severable. If any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 11. Fees and Costs. The Borrower will pay on demand all out-of-pocket fees, costs, and expenses of the Holder, including but not limited to the fees and expenses of outside counsel, in connection with the preparation, execution, and delivery of this Amendment.

Section 12. Governing Law, Etc. The terms of the Existing Agreements relating to governing law, submission to jurisdiction, waiver of venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the Parties agree to such terms.

Section 13. Ratification of Terms. The Borrower expressly ratifies and confirms the confession of judgment (if applicable) and dispute resolution, waiver of jury trial or arbitration provisions, as applicable, contained in the Existing Documents, all of which are incorporated herein by reference.

Section 14. Construction. Reference to this Amendment means this Amendment, together with Exhibit A attached hereto. Exhibit A is hereby incorporated into, and deemed to be part of, this Amendment.

Section 15. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the Issuer, the Borrower and the Holder and their respective successors and assigns, subject, however, to the limitations contained in this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Loan and Financing Agreement to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

TOWN OF EMMITSBURG

By: _____

Name: _____

Title: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

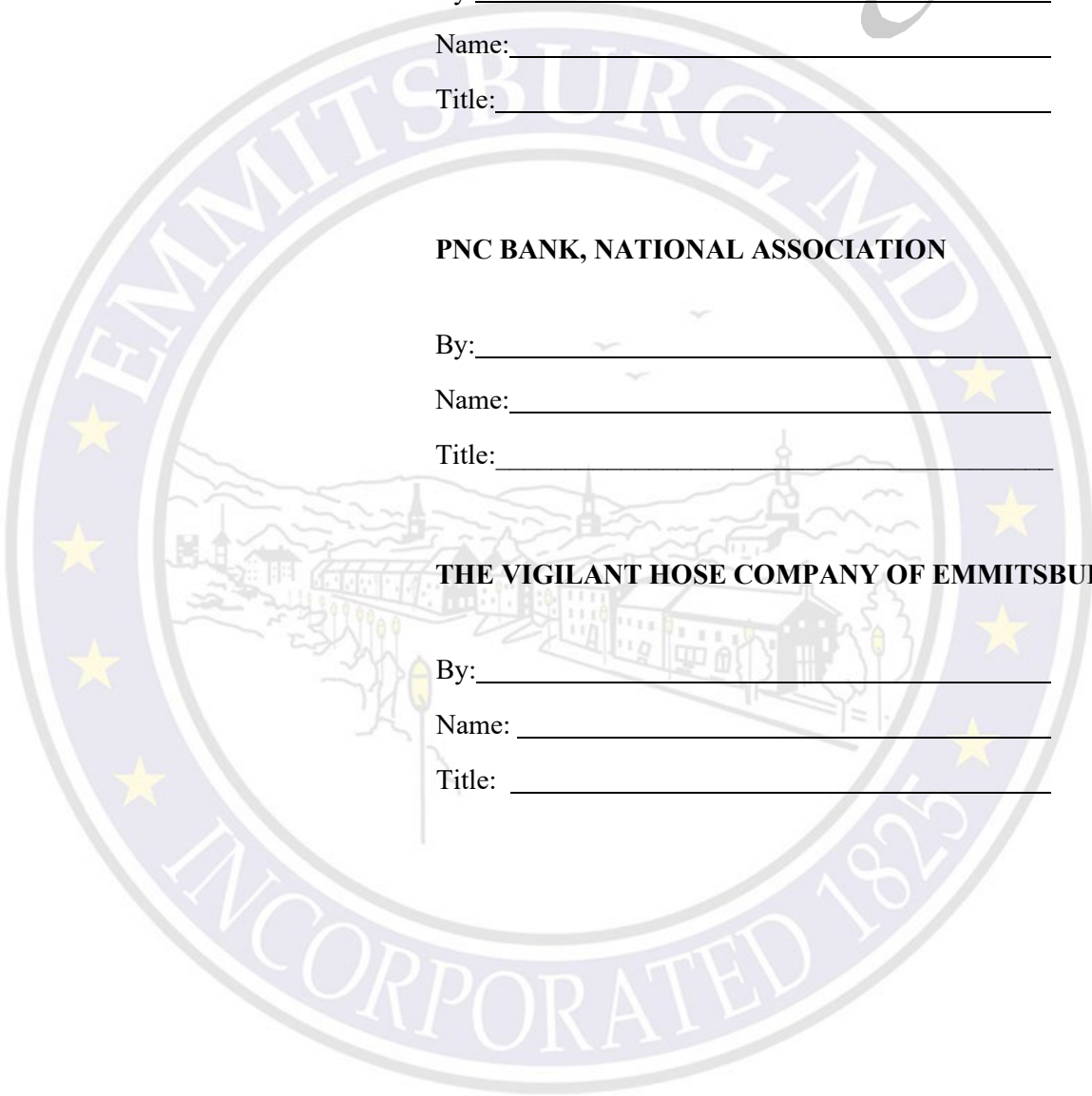
Title: _____

THE VIGILANT HOSE COMPANY OF EMMITSBURG

By: _____

Name: _____

Title: _____



draft

EXHIBIT A

**EXHIBIT A TO
AMENDMENT TO LOAN AND FINANCING AGREEMENT**

This Exhibit A (this “Exhibit”) to the Amendment to Loan and Financing Agreement (the “Amendment”) provides a mechanism for determining an alternative rate of interest in the event that the London interbank offered rate is no longer available or in certain other circumstances. For purposes of this Exhibit A, PNC Bank, National Association as the Holder under the Amendment and the Existing Agreements is referred to herein as the “Bank.” The Bank does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of “LIBOR” (or any similar defined term) or with respect to any alternative or successor rate thereto, or replacement rate therefor. To the extent that any term or provision of this Exhibit is or may be inconsistent with any term or provision in the remainder of any Existing Document, the terms and provisions of this Exhibit shall control. Capitalized terms used in this Exhibit and not otherwise defined have the respective meanings given those terms in the Amendment to which this Exhibit is appended.

(a) **Announcements Related to LIBOR.** On March 5, 2021, the ICE Benchmark Administration, the administrator of LIBOR (the “IBA”) and the U.K. Financial Conduct Authority, the regulatory supervisor for the IBA, announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-week, 1-month, 2-month, 3-month, 6-month and 12-month USD LIBOR tenor settings (collectively, the “Cessation Announcements”). The parties hereto acknowledge that, as a result of the Cessation Announcements, a Benchmark Transition Event occurred on March 5, 2021 with respect to USD LIBOR under clauses (1) and (2) of the definition of Benchmark Transition Event below; provided however, no related Benchmark Replacement Date occurred as of such date.

(b) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Existing Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then, (i) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Existing Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment or further action or consent of any other party hereto or to any other Existing Document; and (ii) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Existing Document in respect of any Benchmark setting at or after 5:00 p.m. (Eastern time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment hereto or to any other Existing Document, or further action or consent of the Borrower or any other party to any Existing Document.

(c) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank may make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Existing Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or any other party to any Existing Document.

(d) **Notices; Standards for Decisions and Determinations.** The Bank will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement, (iii) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (e) below and (iv) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Bank pursuant to this Exhibit, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the Borrower or any other party to any Existing Document.

(e) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Existing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Bank may modify the definition of "Interest Period," "Reference Period" or "Accrual Period" (or any similar terms that may appear in the Existing Documents) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Bank may modify the definition of "Interest Period," "Reference Period" or "Accrual Period" (or any similar terms that may appear in the Existing Documents) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) **Benchmark Unavailability Period.** Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a loan bearing interest based on USD LIBOR or advance of, conversion to or continuation of a loan bearing interest based on USD LIBOR to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a loan or advance of or conversion to a loan or advance at the Fallback Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component (if any) of the Fallback Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Fallback Rate.

(g) **Certain Defined Terms.** As used in this Exhibit:

“*Available Tenor*” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark that is or may be used for determining such Benchmark or the length of an “Interest Period,” “Reference Period” or “Accrual Period” (or any period described by similar terms that may appear in the Existing Documents) under the terms of the Existing Documents as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period,” “Reference Period” or “Accrual Period” (or any similar terms that may appear in the Existing Documents) pursuant to paragraph (e) of this Exhibit, or (y) if the then-current Benchmark is not a term rate nor based on a term rate, any payment period for interest calculated with reference to such Benchmark under the terms of the Existing Documents as of such date. For the avoidance of doubt, the Available Tenor for the “Daily LIBOR Rate” (if such rate appears in the Existing Documents) is one month.

“*Benchmark*” means, initially, USD LIBOR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to paragraph (b) of this Exhibit.

“*Benchmark Replacement*” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Bank on the applicable Benchmark Replacement Date; provided, however, if (i) the Borrower has outstanding an interest rate swap with the Bank on the Benchmark Replacement Date to hedge, in whole or part, the floating rate risk under any credit facility evidenced by the Existing Documents (each such swapped credit facility, a “Swapped Facility”), and (ii) such swap incorporates LIBOR fallback provisions with a Daily Simple SOFR rate as the primary alternative fallback rate for USD LIBOR, then for such Swapped Facility only, the Benchmark Replacement alternative set forth in clause (1) below shall not apply to such Swapped Facility and the alternative set forth below in clause (2) shall be the first alternative:

- (1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;
- (2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment; and
- (3) the sum of: (a) the alternate benchmark rate that has been selected by the Bank as the replacement for the then-current Benchmark for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion. If a Benchmark Replacement as determined above would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes hereof and of the other Existing Documents.

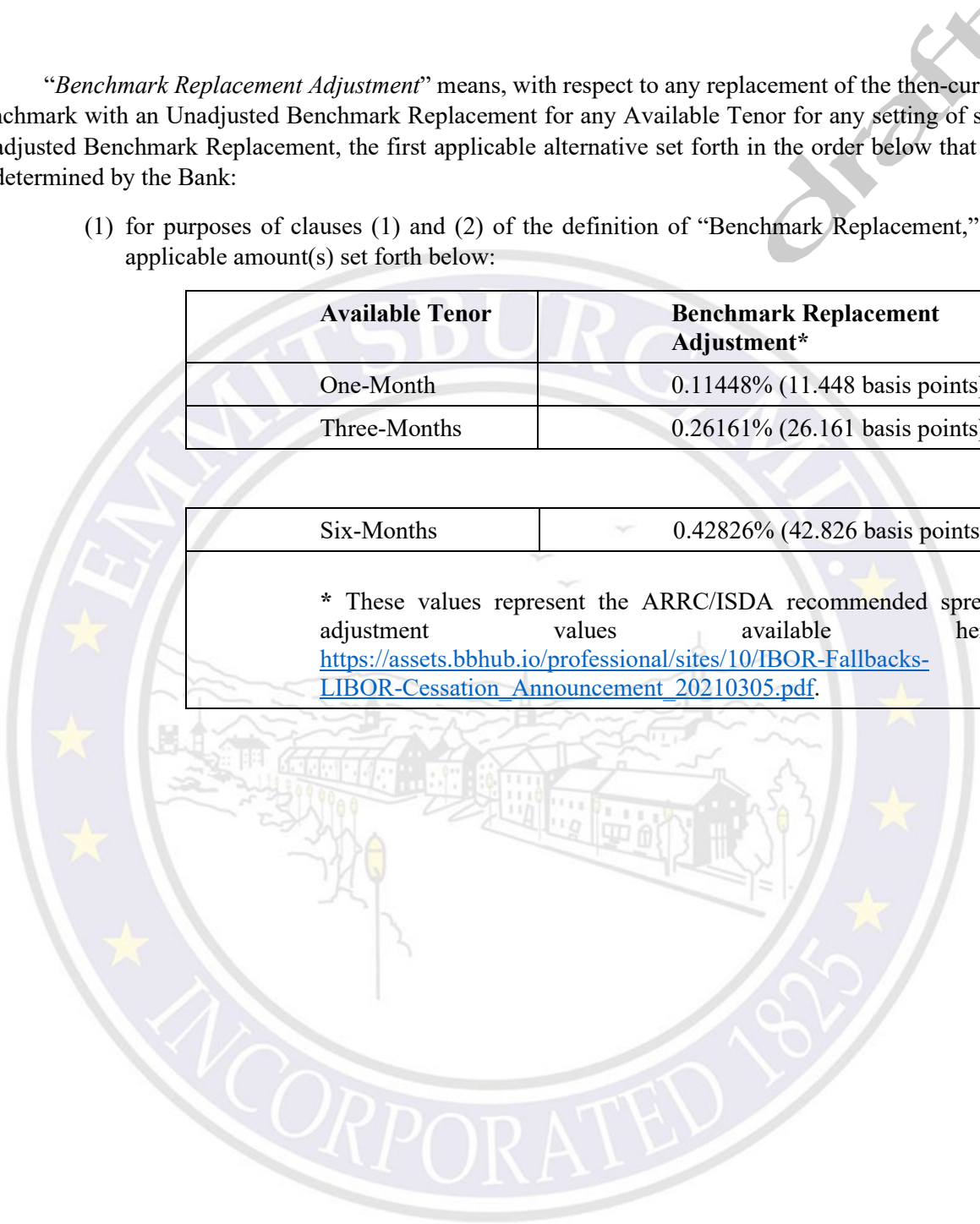
“*Benchmark Replacement Adjustment*” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any Available Tenor for any setting of such Unadjusted Benchmark Replacement, the first applicable alternative set forth in the order below that can be determined by the Bank:

- (1) for purposes of clauses (1) and (2) of the definition of “Benchmark Replacement,” the applicable amount(s) set forth below:

Available Tenor	Benchmark Replacement Adjustment*
One-Month	0.11448% (11.448 basis points)
Three-Months	0.26161% (26.161 basis points)

Six-Months	0.42826% (42.826 basis points)
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* These values represent the ARRC/ISDA recommended spread adjustment values available here:
https://assets.bbhub.io/professional/sites/10/IBOR-Fallbacks-LIBOR-Cessation_Announcement_20210305.pdf.



- (2) for purposes of clause (3) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities;

provided that, if the then-current Benchmark is a term rate, more than one tenor of such Benchmark is available as of the applicable Benchmark Replacement Date and the applicable Unadjusted Benchmark Replacement will not be a term rate, the Available Tenor of such Benchmark for purposes of this definition of “Benchmark Replacement Adjustment” shall be deemed to be the Available Tenor that has approximately the same length (disregarding business day adjustments) as the payment period for interest calculated with reference to such Unadjusted Benchmark Replacement.

“*Benchmark Replacement Conforming Changes*” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “Interest Period,” “Reference Period” or “Accrual Period” (or any similar terms that may appear in the Existing Documents), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the Existing Documents).

“*Benchmark Replacement Date*” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date determined by the Bank, which date shall promptly follow the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Bank, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Bank announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Unavailability Period*” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Existing Document in accordance with this Exhibit, and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Existing Document in accordance with this Exhibit.

“*Corresponding Tenor*” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“*Daily Simple SOFR*” means, for any day, SOFR, with the conventions for this rate (which may include a lookback) being established by the Bank in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

“*Fallback Rate*” means the alternative rate of interest that would have been applicable under the terms of the Existing Documents (absent this Exhibit) if the Bank had given notice that USD LIBOR had become unavailable (or had otherwise exercised its rights under the Existing Documents relating to LIBOR unavailability) or, if no such alternative rate can be determined, the “Base Rate” or any similar rate referenced in the Existing Documents or, in the absence thereof, an alternative value or rate (which may include a spread adjustment) determined by the Bank in its discretion.

“*Floor*” means the minimum rate of interest, if any, provided under the terms of the Existing Documents with respect to USD LIBOR or, if no minimum rate of interest is specified, zero.

“*Governmental Authority*” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Reference Time*” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR (other than the “Daily LIBOR Rate”), 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR or is the “Daily LIBOR Rate,” the time determined by the Bank in its reasonable discretion.

“*Relevant Governmental Body*” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“*SOFR*” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.

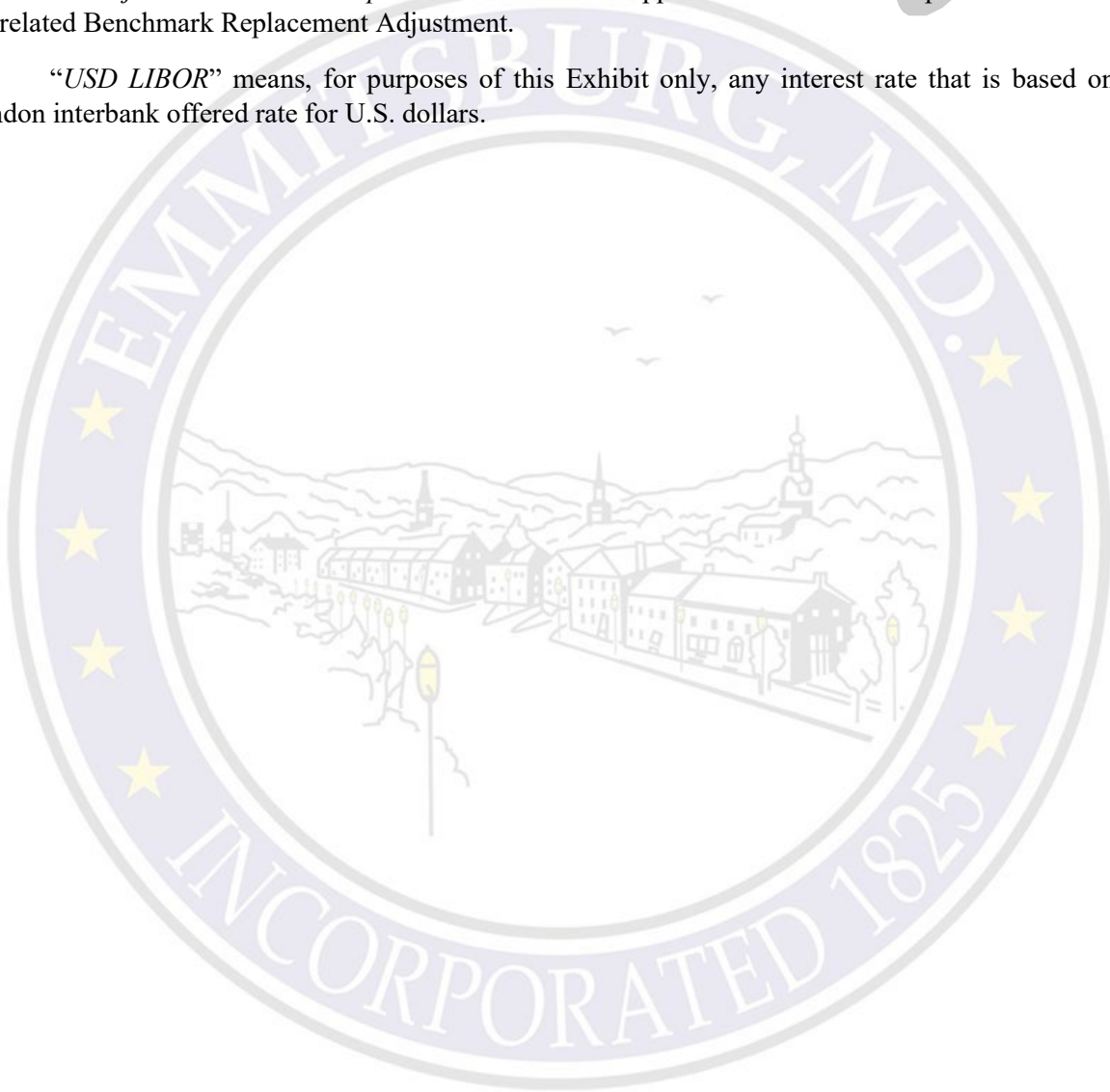
“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*Term SOFR*” means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“*Unadjusted Benchmark Replacement*” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“*USD LIBOR*” means, for purposes of this Exhibit only, any interest rate that is based on the London interbank offered rate for U.S. dollars.



M. SET AGENDA FOR NEXT MEETING: APRIL 3, 2023

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

Administrative Business:

- A.
- B.
- C.

