



THURMONT TOWN MEETING
OCTOBER 9, 2018 AT 7:00 P.M.
THURMONT MUNICIPAL OFFICE
MEETING ROOM

AGENDA TOPICS

1. PLEDGE OF ALLEGIANCE
2. APPROVAL OF 9/4/18 MEETING MINUTES
3. RESOLUTION 2018 – 04 – LOCAL GOVERNMENT INSURANCE TRUST AGREEMENT
4. 2018 COLORFEST UPDATE
5. 2018 GENERAL ELECTION INFORMATION
6. COMMISSIONERS' COMMENTS
 - a. Commissioner Buehrer
 - b. Commissioner Hooper
 - c. Commissioner Hamrick
 - d. Commissioner Burns
 - e. Mayor Kinnaird
 - f. Jim Humerick
7. PUBLIC COMMENTS

UPCOMING MEETINGS/EVENTS:

- 10/10/18 – GREEN TEAM MEETING – TOWN OFFICE – 6:30PM
- 10/11/18 – TAC MEETING – 7PM – TOWN OFFICE
- 10/13/18 – COLORFEST WEEKEND
- 10/14/18 – COLORFEST WEEKEND
- 10/18/18 – TAC SPEAKER – FREDERICK COUNTY HEALTH DEPARTMENT-
HARM REDUCTION
- 10/20/18 – YARD WASTE DROP OFF – 8 TO NOON BEHIND THE LIBRARY
- 10/20/18 – BULK TRASH PICK UP
- 10/25/18 – PLANNING & ZONING COMMISSION MEETING
- 10/27/18 – COMMUNITY SHRED EVENT – TPD – 7AM TO 12PM
- 10/27/18 – HALLOWEEN IN THE PARK – COMMUNITY PARK

Minutes from October 9, 2018 Town Meeting

A Town Meeting of the Thurmont Board of Commissioners was held on Tuesday, October 9, 2018 at 7:00 p.m. The following were present: Mayor Kinnaird; Commissioner Buehrer, Hooper, Hamrick, and Burns; CAO, Jim Humerick; Sr. Administrative Assistant, Becky Long; C.J. Fairfield (FNP), Chuck Staley, James Wilkins, Viktor Kraenbring, Dick Lee, Elliot Jones, Jay Churchill, and Karen Churchill.

Mayor Kinnaird welcomed everyone to the meeting and led the Pledge of Allegiance.

Approval of 9/4/18 Meeting Minutes

Motion – Commissioner Hamrick said “I’ll make the motion to approve the 9/4/18 Meeting Minutes as they were presented to us.” Commissioner Buehrer second. Vote – 4-0-1, motion carried with Commissioner Burns abstaining.

Resolution 2018-04 – Local Government Insurance Trust Agreement

Mayor Kinnaird said “this is an agreement we are signing with the LGIT, which is the Local Government Insurance Trust of Maryland. It’s operated through the Maryland Municipal League and offers insurance solutions to municipalities.”

Mr. Humerick added “the resolution enters us into an agreement with all the rest of the municipalities and counties that are a member of the trust for the Local Government Insurance Trust. So it’s just a pooled insurance fund where all the municipalities pull together to get better rates those results.”

Mayor Kinnaird read Resolution 2018-04 into the meeting (see attached). “And we have it here for our signature and for our adoption. This has arisen due to our participation in the LGIT in the renewal of an insurance policy. We had previously had the policy... I can tell you what the difference in the cost was, the previous insurer the cost this year for our insurance is \$96,143 and the cost thru LGIT is \$60,471. So I’d authorize the changing of this because this expired a month ago, June 30th and realizing the savings I went ahead and authorized the switch over from our current insurance to this particular insurance for the liability insurance policy. So as part of our agreement with LGIT we have to sign that we are participating with them in their Local Government Insurance Trust.”

Commissioner Burns brought up the question of whether the Mayor had the authority, according to the Charter, to make this decision since it was over the \$15,000 limit. Is this a violation of the Charter and should they change the limit for something like this? “I would rather give him the tools legally to empower him if there’s a question about the \$15,000 limit that we gave him a cap to. I would rather raise it so that he doesn’t have to do this in the future. I’m not saying anything I said here is right or wrong I just wonder about it.” Mayor Kinnaird said “it’s my duty to make sure we don’t exceed our stated budget, so the item came below our budget so that’s why I moved with it. Had it been higher than the budget I certainly would have brought it back. But we had budgeted a number and we’re saving \$30,000 of that number.” The Mayor then read out of the Charter Article V (The Mayor) Section 501. (Powers and Duties) item (d) (see attached). “The appropriations for liability insurance was \$100,000 and it exceeded it believe me I would have said something, but because the insurance was... it was the day that we got the price was the day that the insurance had to be renewed if I not mistaken, so I jumped on it. I thought it was better to save \$30,000 for identical insurance coverage then renew it

to the higher level." Commissioner Burns was not opposed to the agreement, but is not sure if it is a legislative act. The Mayor is to get clarification from the attorney.

Mr. Humerick wanted to clarify one statement for the public record. "I think you stated that we were having trouble getting the bid and that's why you authorized Linda to go out and get another bid. That was not the case at all, we were comparatively shopping for a different liability insurance the entire time. Unfortunately our current insurance agent or insurance company was a little late getting the bid back in to us, but we had already secured the bid from LGIT at the time and has already done our solicitation and all the proper procedures. But that wasn't what triggered us to do that it was just good cost analysis." "Just to add one more thing or one more component to this whole LGIT policy is that if you've worked with them before you probably are aware of this, they have these training modules and all these different things that they offer to agencies that are involved with them. They offer a class on how to write employee manuals, a little bit too late for us but. All kinds of human resources training, safety training, anything you want, even for the police department. It's all online training and it's all free and we will be making use of that as we enter into this agreement."

Motion – Commissioner Hooper said "I make a motion we adopt Resolution 2018-04 as presented". Commissioner Hamrick second. Vote – 5-0-0, motion carried.

2018 Colorfest Update

Mr. Humerick said "I thought with it coming up weekend, I hope it's not a surprise to anyone Colorfest is this coming weekend, I'd give you a little update on where we're at with permits right now and some other items. Keeping in mind that these numbers were valid as of 4 p.m. today, we still have a few days to go. I'll give you the numbers that we have for the permits first as of today and just to demonstrate the trend we'll talk about 2015, 16, and 17 as well. So as of today, 4 p.m. today our craft permits we were at 576 and in 2015, and of course there numbers were final numbers they weren't one week to go, in 2015 our total craft numbers were 552 permits, 2016 were 546, and last year was 599 and as I said as of today we're at 576. For for-profit food in 2015 we had 19 permits, 2016 we had 21 permits, and last year we had 30 permits. As of today we have 30 permits. For non-profit food in 2015 we had 14 permits, 2016 we had 13, last year we had 15, and as of today we have 13. The information only permit in 2015 we had 7, 2016 we had 6, last year we had 7, and as of today we have 6. The parking permits in 2015 we had 35 and these are the large parking areas where we're collecting fees from the vendors who operate the parking lots, in 2016 we had 34, 2017 we had 29, and as of today we have 25. Yard sale permits in 2015 we had 86, 2016 76, last year 84, and as of today 69. So grand total, I'll do it from 2015 forward, in 2015 we had 713 permits, these are all the permits combined, 2016 we had 696, last year we had 764 and as of today we have 719... I think we're right on for where we were last year and last year as you remember was a record year for us."

Mayor Kinnaid said "while we're talking about permits I want to remind everyone that a lot of people ask me why we have permit fees, because the permit fees pay for all the services that we provide to support Colorfest, which includes Town Staff, Town Policemen to patrol the streets extra for Colorfest. We have a large contingent of security personnel that show up... that watch our intersections and make sure our traffic keeps moving thru the intersections and everyone gets to where they're going to go. We have a large collection of port-o-potties that you see around town right now. And we also have a pretty spectacular trash service that comes up and hauls all the trash away. And I don't know how many

people say to me Monday morning you would never know that you had 35 or 40,000 people each day over the weekend eating stuff and throwing trash everywhere because it's all gone. But all the permit fees, all the parking fees, all that goes to pay for the services that we have to provide to maintain order and safety at Colorfest. So I think over the long run we've just about broken even. We've had some year in the last few years where we've actually come up short and we've had years in the past where we were into the positive, but it's not our intention as a municipality to profit from Colorfest. Our goal is to break even and accommodate Colorfest, because #1 it helps the vast majority of our non-profits, our churches, our civic organizations, our scouts, all those organizations, Colorfest is probably the largest single fundraising event they have and I dare say that if they didn't have Colorfest they'd be knocking on our doors soliciting donations. So for that alone I think it's well worth it. But all the fees go towards paying the expenses of hosting Colorfest."

Commissioner Burns added "one of the things that people say is well as a resident why should I have to pay a parking fee or a permit fee for a yard sale in my yard, my property during Colorfest weekend? And we've battled this back and forth, it's not something we like to do but let me tell you something. When you get 100,000 people everybody knows it's become really yard sale week now in the Town of Thurmont and all that advertising and all that outlay of funds brings people to this Town, right? So there's a cost to that whether you think you pay taxes just for that, well you don't. Not for that weekend you don't and so we just try to nominally be fair to everyone that benefits on that weekend with that many people coming thru our streets. A nominal fee... so we understand both sides of the argument and we've just come to a resolution, but I actually witnessed people... please don't take it out on our Staff when you come in here and the Police say hey I've got to shut you down or you can go pay the permit fee. It's not their fault it's our fault and we've balanced it back and forth many, many years, changed it... Saturday and Sunday... The parking on Church Street, you know we had to stop the parking on the sides because the yard sales would go all week long and people can't drive their cars, it was unsafe. So there's a whole lot that goes into it and if you'd like to volunteer we'd be more than willing to have you come and make it as best as we can."

The Mayor noted "it's one of those issues where there are people that enjoy Colorfest, I think the vast majority of people enjoy Colorfest. It can be a headache for some people, but in the end I think everyone has a good time. And I would encourage you to come out Colorfest weekend, there's a lot of non-profits in town that are serving food and providing services like parking and the Boy Scouts will hold your packages for you while you're shopping around down at the American Legion parking lot. Come out and support our local non-profits, sure get a roast beef sandwich or crab cake from one of the other vendors, but come out and show your support for the our local non-profits including the Lions Club, the Ambulance Company, and the Guardian Hose Company."

Commissioner Buehrer commented "they haven't made it a rule but it's been a suggestion that people do not bring their pets to Colorfest, really for the safety of the pet. And over the years we've observed not all pets like strangers and they're going to be what they are and that's a pet. So be respectful to your pet and be respectful to the people that are in attendance to the festival... we'd appreciate it especially to the safety of the pet..."

Mayor Kinnaird added "It should be a good weekend and I encourage everyone to get out. Please drive carefully around town, our security officers will be at major intersections guiding you around, observe their instructions and everything should go well."

2018 General Election Information

Mayor Kinnaird went over voting information (see attached). Mr. Humerick said "the director of the elections Mr. Harvey stated last week during a meeting that he anticipates a large turnout for this upcoming election. He said over the last few months Frederick County has increased registered voters by 5,600 participants and the requests for absentee ballots leads him to believe that it could be a good turnout." The Mayor said "you know it's a shame when you reach 20% of the registered voters show up and it's a big celebration. 20% should be a reason to be sad about it but it is, it's a shame that more people don't get out and vote. It's a very simple process and certainly we all have the ability to express our opinions thru the ballot."

The Lions Club is having a forum for those running for County Executive and the House of Representatives on October 17th at 7 p.m. at the Thurmont Middle School. Mayor Kinnaird said "three of us attended the candidate forum last week, which I thought was very informative... It's nice to hear the same question answered by 6 or 7 different people because you really get a feel for what they think is important or not and I would encourage you to come out to this candidates forum. It will be the only one in this area and get a feel for the people that are running as our County Executive." After a brief discussion they moved on.

Commissioners Comments

Commissioner Buehrer:

- For Colorfest this Saturday and Sunday the Historical Society on Church Street is going to have a Beer Garden and Bollinger Restaurant is going to be doing the food there. Music will be provided by Doug Allen Wilcox. The Historical Society is raising funds to repair the building. If you remember the grant that they applied for they were not successful so they're having to work twice as hard now to raise funds for the repairs that are drastically needed on that building. "I encourage everybody to come out and equally as important I encourage everybody to go vote, because if you don't your opinion doesn't count."

Commissioner Hooper:

- We are in the midst of our "Gateway to the Cure" fundraiser for the month of October to help raise funds for breast cancer research that will be going to the Patty Hurwitz Cancer Fund. "I see quite a few pink light bulbs on in town at night and if anybody hasn't purchased theirs yet please go to Ace or Hobbs' Hardware and get your pink light bulbs and turn them on in support." He read the list of local businesses that are participating and making donations. Please support these businesses. "We have merchandise for sale thru October 31st here at the Town Office... and all those proceeds will go to this also. I want to thank all those who came out to the Paint a Wine Bottle afternoon in September. One hundred dollars will be donated to the "Gateway to the Cure" and if you've been thru the square today you can see the new little pinwheel garden and this is in honor of loved ones and survivors of cancer. You can purchase a pinwheel for \$1 from the Town Office in memory of or in honor of a cancer survivor or you can purchase as many as you like and we can put those at the pinwheel garden and really make that corner look pink. So that's another part of the fundraiser and I think it's something to show your support and hopefully we'll be able to involve... I know we've got a number of things we're looking at for

next year already, I talked with Vickie, so this is kind of just blossoming into a real good event. And it's a shame that the other towns, I know a couple of them are partially doing something, but it's a good cause. For those that say why do we just do it for breast cancer, well it's the things that they find out thru research for breast cancer that also helps with other cancers. So it's not just for breast cancer, it's for all cancers. So please support all those businesses and try to support our "Gateway to the Cure" and hopefully we can come up with a lot of funds for that."

- October 27th is Halloween in the Park at Community Park at 6 p.m., parking will be available at Criswell Chevrolet and across from the park by donation. The church members are going to be doing a mission trip that they're going to take donations to help offset the cost of that and by providing parking that'll help us. Hopefully we'll have good weather for that event and it's \$3 per person plus a canned food item. We like to provide a lot of canned food for the upcoming fall season. There's a big need for that in the communities thru these holidays. "Because of restriction by the Maryland Health Dept., as in past years, 19 year we've provided this event and it's been very well attended, people come and we've been able to provide refreshments to handle all those attendees. Well this year because of their restrictions we are severely limited as to what we're able to offer, so because of that it's going to be a first come first serve to what we can get. We do have local businesses that are trying to come up with some things, but because everything has to be prepackaged with the name of all the ingredients and everything has to be sealed we can't serve hot chocolate or coffee like normally or any of the other items that we usually do. So that's going to be one of our problems this year with providing the refreshments, but we're going to do what we can do and if you get there and there's nothing I apologize ahead, but that's one of the things that we've had to endure this year. Anyway it'll still be a fun event, we've got a lot of different things planned so hopefully, pray for good weather October 27th and the rain date then will be November 3rd.

Commissioner Hamrick:

- Fall Art & Wine Stroll will be held Friday, November 9th. If you are an artist of any type and would like to participate contact Vickie Grinder at vgrinder@thurmontstaff.com.
- November 10th is Heather Lawyers Gingerbread Workshop at 2 p.m. at the Main Street Center. Because of an overwhelming response a second workshop is being planned for Saturday, December 8th at the same time at the Main Street Center. The fee is \$40 and that includes all supplies to make the gingerbread houses. Heather is carrying on her mother's legacy of being the gingerbread house queens, so she's carrying on what her late mom Candi Lawyer had started years ago. If you have any questions you can contact Heather at agingerbreadlady@gmail.com or Vickie Grinder at vgrinder@thurmontstaff.com.
- Thurmont's Annual Christmas will be held Saturday, December 1st with Santa, carriage rides, music and all the activities including prize drawings and more will be coming on that event.
- In December the Gateway Brass Ensemble will be doing a Christmas Special at the American Legion.
- Tomorrow night the Lions Club, which meets at Mountain Gate, at 7 p.m. they are inviting the public to attend to hear a speaker from NASA Goddard Space Center speaking on something NASA related.

Commissioner Burns:

- This Thursday the 11th at the Town Office at 7 p.m. we have a Thurmont Addiction Commission monthly meeting.
- Reminder – November 14, 2018 at 6:30 p.m. at Catoctin High School auditorium they will have another rendition of an "Introduction to the Enemy". They'll have two stories of recovery there from Shannon Garrett a counselor and producer of "Introduction to the Enemy" and Jam Alker musician and songwriter. This is not for any children under the age of 11, some children under that age can be disturbed by the presentation, it's the one thing that got this whole Addiction Commission started in Thurmont and we appreciate them coming back and doing it again.
- Reminder – at Catoctin High School they will have a team walk for suicide awareness and prevention, it's "Walk out of the Darkness". And they will have a walk out of a darkness walk with the American Foundation of Suicide Prevention on Saturday, October 20th at Baker Park. They are trying to grow the team from Catoctin High School and they have \$385 worth of donations so far and their goal is \$500, so if you would like to donate please give me a call and you can call Deb Wivell at the high school and I can give you a link. Another worthy cause and one of the things that they do in the Thurmont Addiction Commission is talk about all facets of addiction and part of that is suicide prevention and outreach to anyone that may be effected, so please come out and support them if you desire.
- I too will say get out and vote. It's really kind of scary when you become an elected official because they monitor whether you voted... they literally do that analysis and you never want that to come back and bite you. And it is one of the greatest treasures that we have and we all take for granted. It doesn't matter who you vote for as long as you're making an educated vote please do it.

Jim Humerick:

- On September 29th at 10 a.m. we had a significant traffic accident in town on Frederick Road down in front of the Roy Rogers & High's businesses. The reason I want to talk about this is because first and foremost it was a long involved incident that took pretty much everyone on our Public Works Crews along with Fire & Rescue, the Police Dept., allied agencies from the Sheriff's Dept. as well Verizon, Comcast. I know everyone has heard about it and I just wanted to make mention that this was a true team effort. Luckily the lady that was driving the car wasn't injured severely, luckily there were off duty fire fighters on the scene at Roy Rogers that told her to stay in the car until we de-energized the lines that were on the top of her car. But that particular incident our Staff was on the scene immediately about 10 a.m. in the morning and they did not finish restoring power and getting back in service until 11:30 that night and I can tell you they worked nonstop. One of our Police Officers went to McDonald's and got them food. McDonald's was one of the few places that was open that had power thank goodness, got them food and I had to literally had to force them to stop long enough to eat. So this is what we deal with day in and day out with our departments here, not only Public Works but the Administrative Dept., the Police Dept. and I just can't say enough about the teamwork that went on that day down there. I know the Mayor was out there very late at night even well past when our crews went home to making sure that Comcast and Verizon got their work done, so thanks to Mayor Kinnaird as well.

- A few months ago you gentlemen helped me pass an ordinance for a CDBG grant and I don't get to say this very often because I don't like saying it, we got turned down. We were very lucky with grants and very fortunate and when we get turned down we kind of take it personally. So this grant was for the upgrades to the Food Bank, about \$60,000 dollars and it was a Community Development Block Grant, so the bad news is that they did not select that as one of the awarded grants this year. However, the Department of Housing and Community Development is a large agency and they've worked with Thurmont for a while now so we have some friends there thankfully. They referred that submission to the Community Legacy component of the Department of Housing and Community Development and they contacted me and they said we think this will fit. So they asked me to resubmit in April, which we will do, and we certainly hope that we get that grant funded just from another leg of the Department of Housing and Community Development...
- The Program Open Space Grants, the grants we submitted for the pavilion and for the Trolley Trail lighting goes to the Maryland Board of Public Works Directors next week. That really typically is only a formality, but it has to go thru that approval process, so I look forward to us to get encouraging information from them after next week so we can move forward with those projects in the next few months.

Mayor Kinnaird:

- As everyone has said this is Breast Cancer Awareness Month, please participate and go to local businesses that are helping us raise funds. We have a large selection of items out here at the Town Office that are available, T-shirts, votive candles, little bags, and some other items. So stop in there and purchase something and help us out.
- I want to talk for a second about a group of kids. It's a soccer team called Team United of Thurmont and they invited me out to one of their practices last week and I went out and presented every one of them with a pink light bulb for their house and they were very proud to tell me that they have a sponsor that's helping them raise money to donate to the Susan G. Komen Cancer Fund. I asked them how much the sponsor was going to give them and they said \$100 for each goal they score and \$1,000 for any game they win and I thought that was pretty generous. Well I'm happy to say that they raised \$700 last week, they had 2 goals they scored and it was a tied game, so their donor decided to give them half the money for that. So here we have a bunch of kids, there's about 15 or 16 of them, they're great kids, they love playing soccer... and they managed to raise \$700 already. So I applaud their effort, their team coach, and their parents. I think it's a great thing for them and every one of those kids was talking about the fundraising aspect of what they're doing, so they're all very proud of it. So I just wanted to shout out to Team United Soccer of Thurmont, a great little team of soccer players.
- Don Briggs, the Mayor of Emmitsburg, and I were invited to judge the Catoctin High School Homecoming Parade and knowing how judging can sometimes backfire on you we solicited Don's granddaughters to actually choose the winner. So they chose the winner for us and we washed our hands of any responsibility for that. But I wanted to say it was a great homecoming parade. I've been to a lot of them and it was larger, had more participants on the wagons and the floats than they have had in previous years, so I thank Catoctin High School and the FFA and the Teaching Staff for organizing a great homecoming parade... And I appreciate, as Don did, being able to participate as judges this year.

- I also heard, belatedly and I hope that it isn't the only time, that on last Friday night they had an open house at the High School for the 50th Anniversary of the opening of Catoctin High School. It's hard to believe it's been 50 years since Catoctin opened and I heard some feedback from some people that were up there and they saw some photographs on the walls and they actually had tours. So I'd encourage you to try to find out if they're going to have any other evenings or events where they're going to have tours of the High School. If you haven't been in the High School for many years go up there and have a look around...
- The TAC Meeting again is the 11th at 7:00 here at the Town Office.
- Yard waste drop-off will be 8 a.m. – noon on October 20th.
- Bulk trash pick-up is also on October 20th, so if you have bulk trash items that you want to set out be sure you have it set out and call the Town Office even if you don't need a sticker for any of them. You do need stickers for certain items and you need stickers over so many items. Give the Town Office a call and they can tell you the details of that, but give the Town Office a call and say we're going to have stuff out even if you don't need stickers so they can let the pick-up guys know.
- Planning and Zoning Commission is on October 25th.
- Community Shred Event is on October 27th at the Thurmont Police Department from 8 – 12. We had a great turnout in the springtime and we thought it was a good idea to have a second one for the fall, so we're having a second shred event for this year...
- And Halloween in the Park as Commissioner Hooper told us is on the 27th also.

Public Comments

Jim Wilkins, 1 Ironmaster Ct., trick or treating is coming up, there's a lot of beautiful costumes and people in the streets and I want just to caution people to watch out for the motorists and for the motorists to watch out for the children because there's going to be a big influx. And if you really want to see some beautiful costumes leave the porch light on and you'll be amazed at what you see, but just be careful out there, take your time. Cars watch these young children because they're excited... Let's be safe and have a good time at Halloween trick or treat.

Mayor Kinnaird said "I'm very proud and happy to report that thru the combined efforts of the Thurmont Board of Commissioners, the Thurmont Police Department, the Frederick County Sheriff's Office, the Staff of the Thurmont Middle School, we have enacted what I hope is a permanent resolution to the issue with cars on E. Main Street. The staff at the High School and the SRO came up with a plan to move the cars that were picking up kids at dismissal from the front parking lot on E. Main Street to two adjoining areas on Summit Avenue. And I was there on Tuesday, as was Mr. Humerick, the Chief of Police, SRO Stocks, the Principle and Vice Principle of the school, and it went very smoothly. Surprisingly so I think. So we made some changes on the street and we had painted some parking lines. We're also in the process of putting up some new signage and hopefully this will bode well for keeping cars off of E. Main Street from blocking traffic."

Commissioner Buehrer said "it just came to me while we were talking about think pink and all that and I don't know about you but I've been pink flamingoed, you know what that means. So I think what I'm going to attempt to do is I'm gonna pinwheel somebody. I think what I'll do is buy 25 pinwheels and I'll pinwheel your yard and then you've gotta put up \$25 bucks and then go pinwheel somebody else. I think I'll try that."

Motion – Mayor Kinnaird said “any last comments from up here? Seeing none I’ll ask for a motion to adjourn.” Commissioner Hooper said “so moved”. Commissioner Buehrer second. Vote – 5-0-0, motion carried.

Without further discussion the meeting adjourned at 8:13 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Robin Clem', with a stylized, flowing script.

Robin Clem

Recoding Secretary

**TOWN MEETING
TUESDAY, OCTOBER 9, 2018**

PLEASE SIGN IN

	NAME	ADDRESS
1	Chuck Staley	8737 Mt Taber Rd Middletown,
2	JANE WILKES	111 Cooper
3	Viktor H Rozenberg	Thurmont
4	DICK LEE	13 JEROME
5	Elliot Jones	42 Carolyn Highlands
6	Joy & Karen Churchill	3 Ironmaster Dr.
7		
8	CJ. Fairfield	FUP
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THE COMMISSIONERS OF THURMONT

RESOLUTION NO. 2018-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF THURMONT AUTHORIZING THE NINTH AMENDED AND RESTATED LOCAL GOVERNMENT INSURANCE TRUST AGREEMENT.

WHEREAS, The Board of Commissioners for The Town of Thurmont authorizes The Town to participate in the Local Government Insurance Trust, which said Resolution authorizes any and all officials, employees and agents of The Town of Thurmont to take any and all action necessary or appropriate to effect the participation of The Town of Thurmont in said Trust; and

WHEREAS, The Town of Thurmont, as a participating member, consents to, accepts and agrees to the Ninth Amended and Restated Local Government Insurance Trust Agreement; and

WHEREAS, by authority vested in The Board of Commissioners for The Town of Thurmont, The Board of Commissioners does hereby wish to acknowledge its consent to said Ninth Amended and Restated Local Government Insurance Trust Agreement by approval and passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF THURMONT that the Ninth Amended and Restated Local Government Insurance Trust Agreement is hereby approved and the Board of Commissioners is hereby authorized and directed to execute and deliver to the Trust the Member Consent and Approval form in substantially the form attached hereto as Exhibit "B," such approval to be evidenced conclusively by the Mayor's execution and delivery of said Member Consent and Approval.

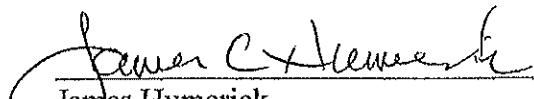
SECTION ONE: BE IT FURTHER RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF THURMONT that the Chief Administrative Officer is hereby authorized and directed to execute and deliver to the Trust the Member Certificate in substantially the form attached hereto as Exhibit "C," such approval to be evidenced conclusively by the Chief Administrative Officer execution and delivery of the Member Certificate.

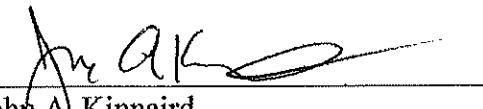
SECTION TWO: BE IT FURTHER RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF THURMONT that all officials, employees and agents of The Town of Thurmont are hereby authorized and directed to take any and all action necessary or appropriate to effect The Town's consent to said Ninth Amended and Restated Local Government Insurance Trust Agreement and to execute and deliver all documents, instruments, certificates, and opinions necessary or appropriate in connection therewith.


SECTION THREE: BE IT FURTHER ENACTED AND RESOLVED BY THE
BOARD OF COMMISSIONERS FOR THE TOWN OF THURMONT that this
Resolution shall take effect immediately.

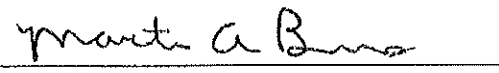
ADOPTED: By the Mayor and Commissioners of the Town of Thurmont, Maryland at a
regular meeting on the 9th day of October, 2018.

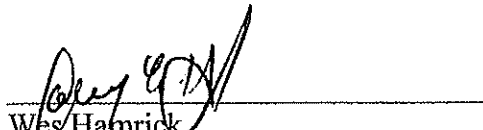
ATTEST:

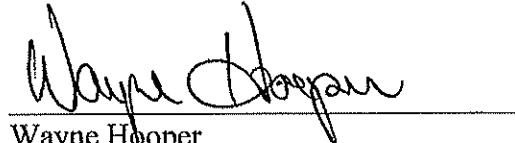

James Humerick
Chief Administrative Officer

By 
John A. Kinnaird
Mayor


Bill Buehrer
Commissioner


Martin A. Burns
Commissioner


Wes Hamrick
Commissioner


Wayne Hooper
Commissioner

MEMBER CERTIFICATE

Member: Town of Thurmont
Name of County, City, Town

Authorized Officer: JOHN A. KINNAIRD
Name of Officer executing Member Consent and Approval

MAYOR
Title of Officer executing Member Consent and Approval

Consent and Approval Date: 10/9/18
Date of Member Consent and Approval

Official Authorization: RESOLUTION 2018-04
Identification of Ordinance, Resolution,
Order or other official action authorizing
Member Consent and Approval (Please attach copy)

10/9/18
Effective date of Official Authorization

The undersigned certifying officer hereby certifies as follows:

1. The Ninth Amended and Restated Local Government Insurance Trust Agreement dated as of July 1, 2012 was duly consented to and approved in accordance with applicable law by appropriate official action of the Member.

2. The attached copy of the Official Authorization is true, correct and complete and has not been repealed, revoked or rescinded and is in full force and effect as of the date hereof.

3. The attached Member Consent and Approval was duly executed on behalf of the Member on the Consent and Approval Date by the Authorized Officer; the Authorized Officer was duly authorized on the Consent and Approval Date to execute the Member Consent and Approval.

James C. Hamer Jr.
Certifying Officer

CHIEF ADMIN. OFFICER
Title

10/10/18
Date of Certification

APPENDIX C

MEMBER CONSENT AND APPROVAL

The Member named below hereby consents to, approves, accepts and agrees to the foregoing Ninth Amended and Restated Local Government Insurance Trust Agreement dated as of July 1, 2012, as witness the signature of the undersigned authorized officer.

(SEAL)

Town of Thurmout
Name of Member

ATTEST:

James C. Nunez
Attesting Officer

By: Jim Ak
Authorized Officer

CHIEF ADMIN. OFFICER
Title of Attesting Officer

MAYOR
Title of Authorized Officer

Date of Consent and Approval: 10/10/18

(e) Except as otherwise provided in this Charter, every ordinance or amendment shall become effective at the expiration of 7 calendar days following adoption by the Board of Commissioners unless a later effective date has been specified therein.

(f) Unless specified otherwise in this Charter, a majority of the votes cast by the Board of Commissioners must be in the affirmative to pass any ordinance or resolution.

(g) In cases of emergency, the provision that an ordinance or amendment may not be passed at the meeting at which it is introduced may be suspended by the affirmative votes of a majority of all members present. An emergency ordinance may be enacted when the Board of Commissioners deems such action necessary for the immediate preservation of the public peace, health, safety, or welfare. An emergency ordinance may become effective immediately upon adoption or on a later date as specified therein. No emergency ordinance shall levy any tax or authorize borrowing except as provided in Section 1205 of this Charter; abolish any office; change the compensation, term, or duty of any officer; grant any franchise or special privilege; sell any public property or land; or create any vested right or interest. Every emergency ordinance shall be plainly designated as such and shall describe the emergency in clear and specific terms. Upon adoption, a fair summary of the emergency ordinance or amendment shall be promptly published on the town web site, shall be listed on the town cable channel, and posted on an the bulletin board located in the town office. (Res. No. 2013-03, 6-26-2013.)

Section 413. File of Ordinances.

(a) Each proposed ordinance shall be posted on the bulletin board located in the town office following its introduction and until it is approved or disapproved pursuant to this Article.

(b) Ordinances in effect shall be permanently filed by the Town Chief Administrative Officer and kept available for public inspection.

Section 414. Procedure for Adoption, Amendment or Repeal of the Charter.

The procedure for adoption, amendment, or repeal of the Charter of the Town of Thurmont shall be as specified in Article 23A [Title 4, Subtitle 3 of the Local Government Article] of the Maryland Code, as amended from time to time.

ARTICLE V
The Mayor

Section 501. Powers and Duties. (See Note (1))

(a) *Generally.* The Mayor shall represent the Town government at official events within and outside the Town.

(b) The Mayor shall see that the ordinances of the town are faithfully executed and shall be the chief executive officer and the head of the administration and execution of the town

government.

(c) *Board of Commissioners' Meetings.* The Mayor shall serve as presiding officer at Board of Commissioners meetings and shall set the agenda. The Mayor may participate in all discussions, and may introduce, second, and vote on questions before the Board of Commissioners.

(d) The Mayor shall have supervision over the financial administration of the town government. The Mayor shall prepare or have prepared annually a budget and submit it to the Board. The Mayor shall supervise the administration of the budget as adopted by the Board. The Mayor shall supervise the disbursement of all moneys and have control over all expenditures to assure that budget appropriations are not exceeded.

(e) *Other powers and duties.* The Mayor shall have such other powers and perform such other duties in the execution of the town and as prescribed by this Charter or as may be required by the Board of Commissioners, not inconsistent with this Charter. Included in these powers and duties shall be:

(1) The Chief Administrative Officer, and the Chief Financial Officer, are accountable to the Mayor, consistent with the policies and resolutions passed by the Board of Commissioners.

(2) To nominate candidates for all Department Heads including the Police Chief, the Chief Administrative Officer and the Chief Financial Officer. Decisions on hiring of these positions shall be by resolution of the Board of Commissioners.

(3) To nominate a candidate for the position of Town Attorney. Decision on hiring a Town Attorney shall be by resolution of a super majority of the Board of Commissioners.

(4) Propose the termination of the Chief Administrative Officer, the Chief Financial Officer and the Department Heads including the Police Chief. Decisions on terminations of these positions shall be by resolution of the Board of Commissioners.

(5) Propose termination of the Town Attorney. Decisions on the termination of this position shall be by a resolution of the Board of Commissioners. (Res. No. 2013-03, 6-26-2013.)

ARTICLE VI

Powers of Board of Commissioners

Section 601. General Powers.

In addition to all the powers granted to the Board of Commissioners by this Charter or any other provision of law, the Board of Commissioners may exercise any power or perform any function which is not now or hereafter denied to it by the Constitution of Maryland, this Charter or any applicable law passed by the General Assembly of Maryland. The enumeration of powers

NINTH AMENDED AND RESTATED
LOCAL GOVERNMENT INSURANCE TRUST
AGREEMENT

Dated as of July 1, 2012

NINTH AMENDED AND RESTATED
LOCAL GOVERNMENT INSURANCE TRUST
AGREEMENT

Table of Contents

<u>Section</u>	<u>Page</u>
Parties.....	1
Preamble	1
ARTICLE I	
DEFINITIONS	
1.01 Definitions.....	2
1.02 Interpretation	6
ARTICLE II	
TRUSTEES	
2.01 Qualifications of a Trustee.....	6
2.02 Composition of Board of Trustees.....	6
2.03 Election of Trustees	7
2.04 Resignation of a Trustee	7
2.05 Removal of Trustees	7
2.06 Substitute Trustees	7
2.07 Executive Committee.....	7
ARTICLE III	
MEMBERS	
3.01 Eligibility Requirements	8
3.02 Approval of Participation.....	8
3.03 Obligations, Duties and Liabilities of Members	8
3.04 Cancellation and Termination of Membership	9

ARTICLE IV

ACCEPTANCE OF TRUST

4.01	Acceptance.....	11
4.02	Future Trustees.....	11
4.03	Trustees' Duties and Obligations.....	11
4.04	Liability of Trustees	11

ARTICLE V

OPERATION OF THE TRUSTEES

5.01	Office	12
5.02	Meetings.....	12
5.03	Extraordinary Votes	12
5.04	Indemnification	13

ARTICLE VI

PURPOSE OF THE TRUST; CREATION OF THE POOLS;
POWERS OF TRUSTEES

6.01	Purpose of the Trust.....	14
6.02	Creation of the Pools.....	15
6.03	Powers of Trustees	15
6.04	Inter-Pool Borrowings.....	18
6.05	Inter-Pool Transfers	18

ARTICLE VII

ESTABLISHMENT OF CERTAIN FUNDS; REVENUES

7.01	Banking Institution.....	18
7.02	Establishment of General Funds	18
7.03	Establishment of Operating Fund	19
7.04	Establishment of Escrow Deposit Fund	19
7.05	Bonds	19

Section

Page

ARTICLE VIII

FEEES; POOL DEFICITS AND SURPLUSES; AND CAPITALIZATION PROGRAM

8.01	Fees	19
8.02	Deposit of Fees	20
8.03	Deficits and Surplus in Pools.....	20
8.04	Capitalization Program	20

ARTICLE IX

COVERAGES

9.01	Determination by Trustees	21
9.02	Scopes of Coverage.....	21
9.03	Amendments to Scope of Coverage.....	21
9.04	Underwriting; Retention; Excess Liability Coverage	22
9.05	Liability Coverage for Sheriffs and Deputy Sheriffs	22
9.06	Named Insureds.....	22
9.07	Subscribers.....	23

ARTICLE X

SETTLEMENT OF CLAIMS

10.01	Power of Trustees to Compromise Claims	24
10.02	Excess Liability.....	24

ARTICLE XI

AMENDMENTS

11.01	Amendments Not Requiring Consent of Members.....	24
11.02	Amendments Requiring Consent of Members.....	24
11.03	Limitation on Amendments	25

ARTICLE XII

TERMINATION

12.01	Term of the Trust	25
12.02	Termination of the Trust	25
12.03	Termination of Coverage by a Pool	25

Section

Page

ARTICLE XIII

MISCELLANEOUS

13.01	Title to the Trust.....	25
13.02	Execution of Documents.....	26
13.03	Notice.....	26
13.04	Construction.....	26
13.05	Counterparts.....	26
13.06	Subrogation.....	26
13.07	Defense by the Trust	26
13.08	Limitation of Liability.....	27
13.09	Arbitration for Coverage Disputes.....	27
13.10	General Representations of Members	27
13.11	Severability of Invalid Provisions.....	27
13.12	Effectiveness.....	27

APPENDICES

Appendix A - Members	A-1
Appendix B - Trustees	B-1
Appendix C - Member Consent and Approval	C-1
Appendix D - Rules of Arbitration	D-1

NINTH AMENDED AND RESTATED
LOCAL GOVERNMENT INSURANCE TRUST
AGREEMENT

This Ninth Amended and Restated Local Government Insurance Trust Agreement (the "LGIT Agreement"), dated as of July 1, 2012, is made by and among Local Governments of the State of Maryland which are now or hereafter parties signatory to this LGIT Agreement and listed in Appendix A hereof, as may be amended from time to time, and those Trustees listed in Appendix B hereof, as may be amended from time to time.

WITNESSETH:

All capitalized terms in these Recitals shall have the meanings set forth in Section 1.01 of this LGIT Agreement.

WHEREAS, Local Governments in the State of Maryland desire to pool together to provide (i) insurance protection and benefits to themselves and their employees either through the purchase of insurance or by self-insuring for insurable risks and (ii) group life and health benefits to their employees either through the purchase of insurance or by self-insuring for employee benefits; and

WHEREAS, Insurance Article, Section 19-602 of the Annotated Code of Maryland (1997 Volume as replaced, supplemented and amended) authorizes Public Entities, including Local Governments, in Maryland to pool together to purchase casualty insurance, property insurance, or health insurance or self-insure against casualty, property, or health risks, and Insurance Article, Section 16-116 of the Annotated Code of Maryland (1997 Volume as replaced, supplemented and amended) authorizes Public Entities, including Local Governments, in Maryland to pool together to purchase life insurance or to self-insure against life risks; and

WHEREAS, Local Governments wish to pool together to provide (i) insurance protection for casualty and property risks and risk management and loss control services for Members and (ii) group life and health benefits to employees and retirees of Public Entities and their dependents and cost containment and managed care advice to Members, all for the purpose of minimizing the cost of casualty insurance and property insurance claims and administration and reducing the cost of providing life and health benefits to employees and retirees of Public Entities and their dependents; and

WHEREAS, Local Governments wish to provide for the establishment of separate Pools to provide coverage for different types of risks, and to structure this LGIT Agreement so that Members are not required to participate in all Pools but may participate in any one Pool or in several Pools; and

WHEREAS, funds will be paid from time to time by Members to the Trustees, which funds will be segregated into and will constitute several trust funds, each trust fund to be held for the exclusive benefit of the Members in the Pool for which each trust fund is established and maintained, and from which the Trustees will make payment of certain expenses on behalf of the Members in the Pool for which each trust fund is established and maintained; and

WHEREAS, the Members desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute and otherwise administer the funds received hereunder, and the Trustees have indicated their willingness to do so, all pursuant to the terms of this LGIT Agreement; and

WHEREAS, the Trustees and the Members desire to establish the terms and conditions under which the Pools and the Trust shall be operated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Members do hereby give and assign in trust the funds paid from time to time by the Members to the Trustees for the purposes set forth in this LGIT Agreement and all income and profits therefrom, and the Trustees hereby accept the trusts herein contained and the funds paid from time to time by the Members to the Trustees for the purposes set forth in this LGIT Agreement and declare that they will administer, manage, collect, receive, dispose of and distribute such trust property for the benefit of the Members as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this LGIT Agreement, as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The terms defined in this Section and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this LGIT Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 or said preambles.

“Act” means, collectively, Insurance Article, Sections 16-116, 19-602 and 19-603 of the Annotated Code of Maryland (1997 Volume as replaced, supplemented and amended) or any successor statute thereto.

“Application” means that application for participation in one or more of the Pools as devised and approved by the Trustees and executed by each Member.

“Banking Institution” means a financial institution having trust capabilities engaged by the Trustees to hold the moneys of the Trust.

"Broker" means any duly licensed insurance broker engaged by the Trustees to secure insurance or reinsurance on behalf of the Trust.

"Bylaws" means the bylaws adopted by the Trustees pursuant to Section 4.03 hereof to implement this LGIT Agreement, as amended from time to time.

"Cancellation" or "Cancelled" means the expulsion of a Member from one or more of the Pools by action of the Trustees as provided in Section 3.04(a) hereof.

"Certificates of Participation" means the Certificates of Participation dated as of February 15, 1990, issued by The First National Bank of Maryland on March 7, 1990 in the original principal amount of \$16,245,000.

"Claim" means a demand against a Member to recover for losses or damages within or alleged to be within the Scope of Coverage provided by the Trust pursuant to this LGIT Agreement.

"Consulting Actuary" means a nationally recognized actuarial consulting firm, with at least two employees who are both Fellows of the Casualty Actuarial Society and Members of the American Academy of Actuaries, engaged by the Trustees to perform certain actuarial services for the Trust.

"Contact Person" means a liaison from each Member to the Trustees selected in accordance with Section 3.03(e) hereof.

"Coverage" means the insurance coverage provided by a Pool.

"Coverage Period" means each 12-month period for which a Member pays Fees for Coverage pursuant to this LGIT Agreement.

"Covered Occurrences" means those occurrences for which the Trust shall assume liability and which are within the Scope of Coverage provided by the Trust pursuant to this LGIT Agreement.

"Effective Date" means the date determined by the Trustees on which each Member in a Pool will be provided insurance coverage pursuant to the Scope of Coverage for that Pool.

"Escrow Deposit Fund" means that fund established by Section 7.04 of this LGIT Agreement.

"Executive Committee" means that executive committee appointed by the Trustees in accordance with Section 2.07 hereof.

"Executive Director" means an individual employed by the Trustees to manage the day-to-day operations of the Trust.

"Fee or Fees" means the sum or sums of money determined by the Trustees pursuant to Section 8.01 hereof and the Bylaws and charged to each Member during the Pool Year of each Pool in which that Member participates. When used in this LGIT Agreement, "Fee" shall be deemed to refer to the total Fee payable by each Member, or any component thereof, as the context requires.

"Funds" means the General Funds and the Operating Fund established in Sections 7.02 and 7.03 of this LGIT Agreement.

"General Funds" means those certain funds established by Section 7.02 of this LGIT Agreement.

"Health Benefits Coverage" means the health benefits provided to Subscribers and Qualified Dependents for claims incurred during the Coverage Period pursuant to and in accordance with the LGIT Agreement.

"Investment Repurchase Agreement" means the Investment Repurchase Agreement dated as of March 7, 1990 between Bayerische Landesbank Girozentrale and the Trust.

"LGIT Agreement" means the Local Government Insurance Trust Agreement, as set forth herein and as amended or restated from time to time.

"Loan" means any short-term inter-Pool borrowing as authorized by the Trustees pursuant to Section 6.04 of this LGIT Agreement.

"Local Government" means

(a) a municipal corporation subject to the provisions of Article 23A of the Annotated Code of Maryland;

(b) a county, subject to the provisions of Articles 25, 25A or 25B of the Annotated Code of Maryland;

(c) the Mayor and City Council of Baltimore; or

(d) a designated special tax area or district exercising and performing specific and limited municipal powers and functions within a defined geographic area, and created by:

(i) the State pursuant to public local law; or

(ii) a county pursuant to Article 25A of the Annotated Code of Maryland or a municipal corporation pursuant to Article 23A of the Annotated Code of Maryland, provided that the governing body of the special tax area or district is independently elected.

"MACo" means the Maryland Association of Counties.

"Member" means any party to the LGIT Agreement that (i) meets the eligibility requirements of Section 3.01, (ii) is approved by the Trustees pursuant to Section 3.02, and (iii) has not Terminated or been Cancelled pursuant to Section 3.04.

"MML" means the Maryland Municipal League.

"Named Insured" means a Member or Public Entity eligible for Coverage pursuant to Section 9.06 of this LGIT Agreement.

"Operating Fund" means that certain fund established by Section 7.03 of this LGIT Agreement.

"Pools" means, collectively, the insurance pools established by the Trustees in accordance with Section 6.02 of this LGIT Agreement to provide Coverage. When reference to the Pools is made hereunder with regard to a Member, such reference shall be deemed to refer only to that Pool or those Pools of which such Member participates.

"Pool Year" means the fiscal year of each of the Pools as may be established by the Trustees.

"Public Entity" means (i) the State or any political subdivision or unit, agency or instrumentality of the State; (ii) any Local Government or any unit, agency or instrumentality of a Local Government; or (iii) any nonprofit or nonstock corporation that is exempt from taxation under Section 501(c) (3) or (4) of the Internal Revenue Code and receives 50 percent or more of its annual operating budget from a Public Entity described in (i) or (ii) above.

"Qualified Dependent" means any dependent of a Subscriber, provided the dependent is eligible for Health Benefits Coverage.

"Scopes of Coverage" means those documents, as amended from time to time, which separately set forth the actual coverages provided by each of the Pools established by the Trustees pursuant to Section 6.02 of this LGIT Agreement. When reference to the Scopes of Coverage is made hereunder with regard to a Member, such reference shall be deemed to refer only to that Scope of Coverage or those Scopes of Coverage for the Pool or Pools of which such Member is a member.

"Settlement" means the settlement by the Trust in accordance with this LGIT Agreement of a Claim against a Member. The amount of any Settlement may include any costs or expenses deemed appropriate by the Trust in connection therewith, including defense costs.

"State" means the State of Maryland.

"Subscriber" means any person designated by a Member pursuant to Section 9.07 hereof.

"Termination" or "Terminated" means the voluntary withdrawal of a Member from one or more of the Pools in accordance with Section 3.04(b) hereof.

"Transfer" means any inter-Pool transfer as authorized by the Trustees pursuant to Section 6.05 of this LGIT Agreement.

"Trust" means the Local Government Insurance Trust established by the Local Government Insurance Trust Agreement dated as of July 1, 1987.

"Trustee" means each person serving as a trustee hereunder from time to time pursuant to Article II hereof.

1.02 Interpretation. The words "hereof", "herein", "hereunder", and other words of similar import refer to this LGIT Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this LGIT Agreement are for convenience only and shall be given no effect, meaning or construction whatsoever and shall not define or limit any provision of this LGIT Agreement.

ARTICLE II

TRUSTEES

2.01 Qualifications of a Trustee.

(a) A Trustee who is either elected by the Members or appointed by the Trustees shall be an elected or appointed official or an employee of a Local Government.

(b) A Trustee shall not be employed by or have any financial interest in any company providing service to the Trust.

2.02 Composition of Board of Trustees.

(a) The Trust shall be administered by a Board of Trustees consisting of twelve members as follows:

(1) Five (5) Trustees elected by the Members shall be municipal officials or employees.

(2) Five (5) Trustees elected by the Members shall be county officials or employees.

(3) The Executive Director of MACo will serve as an ex-officio Trustee.

(4) The Executive Director of MML will serve as an ex-officio Trustee.

No Local Government shall be represented by more than one (1) Trustee on the Board of Trustees. For purposes of this paragraph (a), Baltimore City shall be deemed a county and not a municipality.

(b) All Trustees elected by the Members shall serve for a term of three (3) years.

2.03 Election of Trustees. The initial Trustees shall provide in the Bylaws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee. A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairman of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees. A Trustee shall be removed from office if he fails to meet the qualifications of Section 2.01 hereof, fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a two-thirds (2/3) vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 Substitute Trustees. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Trustees shall appoint a substitute Trustee to fulfill his or her term of office.

Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Executive Committee. The Trustees may appoint an Executive Committee of not less than three (3) Trustees, one of which is the Chairman of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two-thirds (2/3) majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairman of the Board of Trustees.

ARTICLE III

MEMBERS

3.01 Eligibility Requirements.

(a) Membership in the Trust shall be limited to (i) Local Governments which are members of MACo or MML, (ii) MACo or MML, or (iii) the Trust. Notwithstanding the foregoing, if a Local Government that is a Member of the Trust ceases to be a member of MACo or MML, the Local Government may not terminate its membership in the Trust or in any Pool maintained by the Trust except as provided in Section 3.04 of this LGIT Agreement.

(b) Each Member shall meet the underwriting standards established by the Board of Trustees for the Pool or Pools in which participation is requested.

(c) The Board of Trustees may establish additional criteria for participation.

3.02 Approval of Participation.

(a) A prospective Member must submit an Application to the Trustees, along with an Application fee in an amount to be determined by the Trustees and shall designate the Pool or Pools in which it wishes to participate.

(b) Each prospective Member shall execute and submit to the Trust a Member Consent and Approval and Member Certificate in substantially the form set forth in Appendix C.

(c) Each Application must be approved by a majority vote of a duly constituted quorum of the Trustees, and upon such approval, the Trustees shall establish the Effective Date for such Member.

(d) Upon execution of this LGIT Agreement by a Local Government, such Local Government shall become a Member in the Pool or Pools for which it obtained approval of participation and be bound by all terms and conditions hereof, including the payment of Fees when due.

3.03 Obligations, Duties and Liabilities of Members.

(a) Each Member agrees to fulfill all obligations and duties established by this LGIT Agreement. The Termination or Cancellation of any Member pursuant to this Article III shall not affect this LGIT Agreement nor the trusts contained herein.

(b) A Member is liable under this LGIT Agreement for the payment of Fees when due.

(c) Each Member hereby agrees to use its best efforts to provide appropriations for the payment of any sum assessed by the Trustees in accordance with this LGIT Agreement and the Bylaws.

(d) (i) The Members agree to institute any and all reasonable safety regulations, loss prevention procedures and reasonable cost containment procedures that may be required by the Trustees for the purpose of minimizing or eliminating hazards or risks that could contribute to losses and for the purpose of reducing the cost of providing coverage. Members have a right to appeal such requirements to the Trustees, and the decision of the Trustees shall then be final.

(ii) The Members agree that they will cooperate fully with the Trust and any of the Trust's attorneys, claims adjusters and any other agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, underwriting matters, plan administration, cost containment, managed care, and investigating and defending claims.

(e) Each Member agrees to designate a Contact Person to be responsible for all contacts with the Trust. Neither the Trustees nor any person engaged by the Trustee or employed by the Trust shall be required to contact any other individual except the Contact Person in dealing with a Member. Any notice to or any agreements with a Contact Person shall be binding upon the Member. Each Member reserves the right to change its Contact Person from time to time by giving written notice to the Executive Director.

(f) The Members agree that any suit brought against any Member or Members shall be defended in the name of such Member or Members by counsel selected by the Trustees. Full cooperation shall be extended by such Member or Members to supply any information needed by or helpful to counsel in such defense.

(g) The Members will furnish to the Trustees such underwriting information as may be required by the Trustees at least sixty (60) days prior to the end of each Pool Year of the Pool or Pools in which they participate.

(h) The Members hereby acknowledge and agree that this LGIT Agreement may be amended, altered or modified pursuant to Article XI hereof. Any amendment adopted pursuant to the provisions of Article XI hereof shall be considered by each Member to be a reasonable and proper amendment to the LGIT Agreement. Moreover, the Members agree to be bound by the decision of the Trustees with respect to any coverages, limitations or exclusions contained in the Scopes of Coverage, as such may be amended from time to time by the Trustees in accordance with Article IX hereof.

3.04 Cancellation and Termination of Membership. Membership of a Member shall continue until it ceases under one of the following provisions:

(a) Cancellation. The Trustees shall have the authority by an affirmative vote of two-thirds (2/3) of all Trustees to cancel the membership of any Member in any Pool or Pools for cause including but not limited to the following: non-payment of Fees or any component thereof; failure to implement reasonable safety or loss prevention requirements; failure to cooperate with the Trust; or any action which may be detrimental to the fiscal soundness or efficiency of the Pools. In addition, the Trustees shall have the authority, by informal action pursuant to unanimous written consent of all Trustees, to cancel the membership of any Member for non-payment of Fees or any component thereof, and no liability shall accrue to the Trust after the effective date of Cancellation, except as provided in Section 3.04(c) hereof.

The Trustees shall establish in the Bylaws a system whereby notice is provided to a Member prior to any determination of Cancellation by the Trustees.

After Cancellation, the Member shall still be liable for any assessment made by the Trustees pursuant to Section 8.03(a)(i) hereof for the Coverage Period in which such Cancellation occurred.

(b) Termination by Member. Any Member may terminate its membership in any Pool as of the end of the Pool Year for that Pool by giving written notice to the Trustees at least sixty (60) days prior to the expiration of such Pool Year, and no liability shall accrue to the Trust after the effective date of Termination except as provided in Section 3.04(c) hereof. Such notice of Termination may be rescinded by a Member at any time prior to the end of the Pool Year in which such notice was given.

After Termination by a Member, the Member shall still be liable for any assessment made by the Trustees pursuant to Section 8.03(a)(i) hereof for the Coverage Period in which such Termination occurred.

(c) Liability of Trust after Termination or Cancellation.

(i) For casualty-related risks covered on an occurrence basis, the Trust shall continue to service, defend and otherwise be responsible for any claim which arose prior to Cancellation or Termination of a Member, including incurred but not reported claims.

(ii) For casualty-related risks covered on a claims-made basis, the Trust shall continue to service, defend and otherwise be responsible for any claim which arose prior to Cancellation or Termination but only if such claim is reported prior to Cancellation or Termination or during an extended reporting period purchased by the Member pursuant to the applicable Scope of Coverage.

(iii) For property-related and health-related risks, the Trust shall continue to be responsible for any claim arising out of an event occurring prior to Cancellation or Termination but only if such claim is reported within the period required by the applicable Scope of Coverage.

(iv) The Pools shall not cover a claim which arises out of an act, error, omission, or event occurring after the date of the Member's Termination or Cancellation.

(v) No amounts held by the Trust in any of its Funds shall be returned to a Terminated or Cancelled Member.

ARTICLE IV

ACCEPTANCE OF TRUST

4.01 Acceptance. The Trustees hereby accept the trusts imposed upon them by this LGIT Agreement and agree to perform said trusts in accordance with the terms and conditions of this LGIT Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees. Whenever any change shall occur in the membership of the Board of Trustees, the legal title to property hereby created by this Trust shall automatically pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this LGIT Agreement shall accept the office of Trustee and the terms and conditions of this LGIT Agreement in writing.

4.03 Trustees' Duties and Obligations. The Trustees shall discharge their duties and obligations under this LGIT Agreement solely in the interests of the Members, and defraying reasonable expenses of administering the Pools, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt Bylaws for the management and control of the Trust, so long as such Bylaws are not inconsistent or in conflict with the terms and provisions of this LGIT Agreement. Said Bylaws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

(a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

(b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this LGIT Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt, mortgage,

judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this LGIT Agreement in whole or in part, and neither the Trustees nor the Members, present or future, shall be personally or individually liable therefor.

(c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

ARTICLE V

OPERATION OF THE TRUSTEES

5.01 Office. The Trustees shall designate a principal office of the Trust. Such principal office shall be in the State of Maryland. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings. There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting, the Trustees shall elect a Chairman and such other officers as provided in the Bylaws and transact such other business as may come before them.

The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the Bylaws.

5.03 Extraordinary Votes. An affirmative vote of two-thirds (2/3) of all Trustees shall be required to:

- (a) remove a Trustee pursuant to Section 2.05 of this LGIT Agreement;
- (b) cancel a Member pursuant to Section 3.04(a) of this LGIT Agreement;
- (c) establish a Pool pursuant to Section 6.02 of this LGIT Agreement;
- (d) authorize Loans pursuant to Section 6.04 of this LGIT Agreement;
- (e) authorize Transfers pursuant to Section 6.05 of this LGIT Agreement;
- (f) amend this LGIT Agreement pursuant to Article XI of this LGIT Agreement; or
- (g) terminate the provision of coverages of any Pool pursuant to Section 12.03 of this LGIT Agreement.

5.04 Indemnification.

(a) The Trust shall indemnify: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all judgments, including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, if such person, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to paragraph (d) of this Section.

(b) Such indemnification shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suit or proceeding is begun, prosecuted or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Section.

(c) The right of indemnification hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

(d) In each instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

(e) The indemnification provided for in this Section shall be deemed to be an expense of the Trust to which all of the Members of the Pools shall contribute.

(f) The indemnification provided by this Section shall be secondary to any benefits to which the person may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or its own expense.

(g) (i) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of paragraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations on rate of payment, the total amount to be advanced, and the security, if required, for repayment of such advances as may be deemed appropriate in the particular circumstances.

(iv) Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI

PURPOSE OF THE TRUST; CREATION OF THE POOLS; POWERS OF TRUSTEES

6.01 Purpose of the Trust. The purpose and objective of the Trust is to provide economical insurance coverage for the Members of the Pools, to reduce the amount and frequency of losses, to minimize the costs incurred by Members in the handling and litigation of claims and to do all necessary and proper things incident to the provision of insurance in such manner as to be in the best interest of the Members.

The association being formed hereunder is not intended to be a partnership or corporation, but it is the intent of the parties hereto that this LGIT Agreement create a trust under the laws of the State.

It is the express intent of the Members in entering into this LGIT Agreement that they do not waive and are not hereby waiving any immunity provided to the Members or their officials, employees or agents by law.

6.02 Creation of the Pools. Upon an affirmative vote of two-thirds (2/3) of all Trustees, the Trustees may establish a Pool to provide Coverage to Public Entities for any class of risks which the Trustees deem appropriate. There shall be no limitation on the number of Pools which may be established under the authority of this Section. Any Pool established pursuant to this Section 6.02 shall be separately maintained and administered by the Trustees.

The Pools and the Funds created pursuant to this LGIT Agreement comprise the Trust. A Member may participate in any Pool or Pools, subject to the requirements of Section 3.02 hereof.

Except as provided in Sections 6.04, 6.05 and 7.03 hereof, relating to Loans, Transfers and the Operating Fund, respectively, funds paid from time to time by the Members to the Trustees for deposit in a Fund shall be separately maintained and administered and shall be available only to pay losses and expenses relating to the Pool for which that Fund was created.

6.03 Powers of Trustees. The Trustees shall have the power to control and manage the Pools and the Funds and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Pools and the Funds or to carry out the purposes of this LGIT Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Members. In addition to the powers set forth elsewhere in this LGIT Agreement, the powers of the Trustees, in connection with their managing and controlling the Pools and the Funds, shall include, but shall not be limited to, the following:

(a) To invest and reinvest all or part of the principal and income of the Funds, without distinction between principal and income as the Trustees determine, pursuant to applicable State law.

(b) To receive, hold, manage, invest, reinvest, and control all moneys at any time forming part of the Pools and the Funds.

(c) To purchase contracts of insurance or reinsurance through such Broker or Brokers as the Trustees may choose and to pay premiums on such policies.

(d) To borrow or raise money for the purposes of the Pools, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the applicable Pool

or Pools, and to secure the repayment thereof by creating a security interest in all or any part of the applicable Pool or Pools; and no person lending such money shall be obligated to see that the money lent is applied to Pool purposes or to inquire into the validity, expedience or propriety of any such borrowing.

(e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the Bylaws or the written minutes of the Trustees' meetings.

(h) To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Pools and the Trust, and to charge the expense thereof to the Trust.

(i) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by the Bylaws or by law.

(j) To construe and interpret the LGIT Agreement and the Scopes of Coverage.

(k) To receive from Members and other relevant sources, such information as shall be necessary for the proper administration of the Trust.

(l) To maintain bank accounts for the administration of the Pools and the Funds and to authorize certain Trustees, the Executive Director or other appropriate persons to make payments from any appropriate account for purposes of the Trust.

(m) To receive and review reports of the financial condition and of the receipts and disbursements of the Pools and the Funds.

(n) To adopt Bylaws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper

administration of the Trust, including membership criteria, provided the same are consistent with the terms of this LGIT Agreement.

(o) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

(p) To purchase as a general administrative expense of the Trust director's liability insurance and other insurance for the benefit of the Trust or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

(q) To enter into any and all contracts and agreements for carrying out the terms of this LGIT Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the Members and the Members' employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees.

(r) To write off as uncollectible any Member's Fees or any other indebtedness or other obligation as the Trustees may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the likelihood of collection or the anticipated expense of collecting justifies such action.

(s) To receive Fees, contributions or payments from any source whatsoever but such Fees, contribution or payments may not be utilized for any purpose unrelated to the coverages herein provided.

(t) To pay or contest any claim or to settle a claim by or against the Trust by negotiation, compromise, arbitration, or otherwise.

(u) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

(v) To review Applications for memberships in the Pools submitted to them and to approve or disapprove such Applications.

(w) To cancel the membership of any Member in accordance with the terms of this LGIT Agreement.

(x) To establish the type and scope of coverages available to Members and the Fees for such coverages.

(y) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

Notwithstanding the foregoing grant of powers, the Trustees shall be required to maintain and administer the property of each Pool and the Funds created thereunder separately except as provided in Sections 6.04, 6.05 and 7.03 hereof relating to Loans, Transfers and the Operating Fund, respectively. Losses and expenses charged against a Pool shall be paid solely from the funds in that Pool.

6.04 Inter-Pool Borrowings. Upon an affirmative vote of two-thirds (2/3) of all Trustees, the Trustees may loan moneys from one Pool to any other Pool. The Trustees may authorize any Loan upon such terms and conditions as they deem necessary or advisable and in the best interests of the Trust. Any decisions concerning Loans hereunder shall be made in the sole and absolute discretion of the Trustees.

6.05 Inter-Pool Transfers. In order to address the closure of a Pool or a major component of a Pool pursuant to Section 12.03, and upon an affirmative vote of two-thirds (2/3) of all Trustees, the Trustees may transfer moneys from one Pool to any other Pool.

ARTICLE VII

ESTABLISHMENT OF CERTAIN FUNDS; REVENUES

7.01 Banking Institution. The Trustees shall appoint a Banking Institution to hold and invest the moneys of the Trust as provided in this Article VII, in Article VIII hereof and in the Bylaws.

7.02 Establishment of General Funds. (a) The Trustees shall establish a General Fund for each Pool. The General Fund of each Pool shall consist of moneys allocated to it by the Trustees and shall be separately maintained and administered.

(b) Moneys in the General Fund of each Pool shall be used and applied to pay the costs attributable to that Pool, including, but not limited to, settlement service fees, self-insurance bond costs, insurance premium costs, Trustees' counsel's fees, accountants' fees, taxes, compensation and expense reimbursements.

(c) The Trustees shall cause adequate reserves to be maintained in the General Fund of each Pool to provide for current claims and claims incurred but not reported.

(d) Investment earnings on moneys in the General Fund of each Pool shall be retained in the General Fund for that Pool and used and applied as provided in subsection (b) hereof.

7.03 Establishment of Operating Fund. (a) The Trustees shall establish a separate fund known as the Operating Fund. The Operating Fund shall consist of moneys allocated to it by the Trustees and shall be separately maintained and administered.

(b) Moneys in the Operating Fund shall be used and applied for general non-allocable administrative expenses incurred by the Trust.

(c) Investment earnings on moneys in the Operating Fund shall be retained in the Operating Fund and used and applied as provided in subsection (b) hereof.

7.04 Establishment of Escrow Deposit Fund. (a) The Trustees shall establish a separate and restricted fund known as the Escrow Deposit Fund. The Escrow Deposit Fund shall consist solely of the Investment Repurchase Agreement and any amounts paid to the Trust pursuant to the Investment Repurchase Agreement. The Escrow Deposit Fund shall be separately maintained and administered.

(b) Moneys in the Escrow Deposit Fund shall be used and applied exclusively to pay the principal of and interest on the Certificates of Participation or the principal of and interest on any obligation incurred by the Trust to redeem the Certificates of Participation.

(c) Investment earnings on moneys in the Escrow Deposit Fund shall be deposited in the Operating Fund and used and applied as provided in Section 7.03(b) hereof.

7.05 Bonds. The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees and the Trust, including but not limited to individual Trustees and the Executive Director.

ARTICLE VIII

FEES; POOL DEFICITS AND SURPLUSES; AND CAPITALIZATION PROGRAM

8.01 Fees.

(a) Each Member in a Pool shall pay a Fee representing its share of the total amount necessary (i) to pay administrative costs of the Pool; (ii) to pay claim costs and to fund estimated loss reserves during that Pool Year, (iii) to purchase insurance or reinsurance during that Pool Year, and (iv) to establish a reasonable and appropriate contingency margin or fund balance. Fees for each such Member shall be determined in the sole discretion of the Trustees upon recommendation of the Executive Director based upon such Member's historical loss experience and such other factors as are deemed actuarially relevant. The Trustees shall utilize the services of a Consulting Actuary in setting the Fees.

(b) Each Member shall pay any assessment levied in accordance with Section 8.03(a)(i) of this LGIT Agreement to the Trust.

8.02 Deposit of Fees. Fees shall be deposited in the General Fund or General Funds of the Pool or Pools of which the Member is a member, or in the Operating Fund, as determined by the Trustees.

8.03 Deficits and Surplus in Pools.

(a) If a deficit exists in the General Fund of a Pool, the Trustees shall, in their sole discretion, determine the manner in which the deficit shall be satisfied by any (or a combination) of the following mechanisms:

- (i) Assessment against the Members of the Pool. Such assessment shall be levied in an amount and in the manner determined by the Trustees, in their sole discretion, provided, however, that an assessment shall not be levied against any Member that was not a Member during the Coverage Period in which the deficit occurred and provided, further, that the assessment levied against any Member shall not exceed two times the Member's Fee paid in the Coverage Period in which the deficit occurred.
- (ii) Increased Fees payable by the Members of the Pool in one or more succeeding Pool Years.
- (iii) Loan.

(b) In the event amounts on deposit in the General Fund of a Pool exceed that amount which the Trustees deem appropriate, the Trustees, in their sole discretion, may direct the return of such surplus moneys to the Members of that Pool. Distributions of surplus from the General Fund of a Pool will be made in accordance with a formula adopted by the Trustees based upon the experience of the Pool as a whole, the size of each Member's Fee paid to the Pool, and the experience of each individual Member of the Pool. Prior to making any distribution of surplus, the Trustees shall receive a certificate from a Consulting Actuary that such distribution of surplus will not harm the actuarial soundness of the Pool.

8.04 Capitalization Program.

(a) As of June 30, 1998, all capital contributions made to the Trust by Members from and after July 1, 1987 shall be returned to Members or, at the Member's option, shall be held by the Trust pursuant to subsection (b) hereof.

(b) If a Member elects to leave all or any portion of its capital contribution with the Trust,

(i) The amount left with the Trust shall be deposited in an account held in trust for the sole benefit of the Member;

(ii) Any investment earnings on the amount left with the Trust shall be retained in the account and held in trust for the sole benefit of the Member;

(iii) The amount left with the Trust, and any investment earnings thereon, shall be used and applied only to pay Fees on behalf of the Member; and

(iv) The Member may, at any time, withdraw all or part of the amount left with the Trust, including any investment earnings thereon.

(c) (i) Commencing July 1, 1998, the Trust shall pay the principal of and interest on the Certificates of Participation.

(ii) The Trust shall indemnify and hold harmless any Local Government against all judgments, including interest, fines, amounts paid in settlement, reasonable costs and expenses including attorneys' fees and any other liability that may be incurred by the Local Government as a result of any claim asserted or action, suit or proceeding brought against the Local Government arising out of or in connection with a default in the payment of the principal of or interest on the Certificates of Participation.

ARTICLE IX

COVERAGES

9.01 Determination by Trustees. The coverages provided under the Pools shall be determined by the Trustees and set forth in the Scopes of Coverage, which may be amended from time to time in accordance with Section 9.03 hereof.

9.02 Scopes of Coverage. The Trustees shall prepare a Scope of Coverage for each Pool, setting forth the coverages provided by that Pool. Each Member shall receive a Scope of Coverage for every Pool in which it is a member. The Scope of Coverage shall be deemed the insuring agreement between the Trust and the Member.

9.03 Amendments to Scope of Coverage.

(a) The Scope of Coverage may be amended by the Trustees without the consent of any Member:

(i) at the beginning of any Pool Year if the Member receives notice of the substance of the amendment at least 30 days prior to the beginning of the Pool Year; or

(ii) at any time without prior notice to the Member if the amendment does not reduce or otherwise limit the coverages available to the Member.

(b) Except as provided in subsection (a) hereof, the Scope of Coverage may not be amended by the Trustees without the prior written consent of each Member affected by the amendment.

9.04 Underwriting; Retention; Excess Liability Coverage.

(a) Notwithstanding any other provision of this LGIT Agreement, the Trust expressly reserves the right to make any and all underwriting decisions with respect to Coverage and further reserves the right, in its sole and absolute discretion, to fix and determine all retention levels which it deems appropriate with respect to Coverage, or any portion thereof.

(b) Notwithstanding any other provision of this LGIT Agreement, excess liability insurance coverage will only be available to a Member if such Member's primary liability insurance coverage is provided by (i) the Trust or (ii) a self-insurance program satisfactory to the Trust.

9.05 Liability Coverage for Sheriffs and Deputy Sheriffs. Notwithstanding any other provision of this LGIT Agreement, liability coverage may be provided to a sheriff or deputy sheriff to the extent a Local Government has financial responsibility under State law for a tort arising from the activities of the sheriff or deputy sheriff.

9.06 Named Insureds.

(a) (1) A Member may be a Named Insured for purposes of primary liability insurance coverage if the Member is subject to the Local Government Tort Claims Act limitations on liability as set forth in Md. Cts. & Jud. Proc. Code Ann. Section 5-301 et seq. (1998 Replacement Volume, as replaced, supplemented and amended).

(2) A Member may direct that a Public Entity other than a Member be a Named Insured for purposes of primary liability insurance coverage if the Public Entity is located in whole or in part within the geographic boundaries of the Member, and the Public Entity is subject to:

(i) the Local Government Tort Claims Act limitations on liability as set forth in Md. Cts. & Jud. Proc. Code Ann. Section 5-301 et seq. (1998 Replacement Volume, as replaced, supplemented and amended); or

(ii) the Maryland Tort Claims Act limitations on liability as set forth in Md. State Gov't. Code Ann. Section 12-101 et seq. (1999 Replacement Volume, as replaced, supplemented and amended); or

(iii) the County Boards of Education limitations on liability as set forth in Md. Educ. Code Ann. Section 4-101 et seq. (1999 Replacement Volume, as replaced, supplemented and amended).

(b) (1) A Member may be a Named Insured for purposes of property coverage.

(2) A Member may direct that a Public Entity other than a Member be a Named Insured for purposes of property coverage if the Public Entity is located in whole or in part within the geographic boundaries of the Member.

(c) (1) A Member may be a Named Insured for purposes of excess liability insurance coverage.

(2) A Member may direct that a Public Entity other than a Member be a Named Insured for purposes of excess liability insurance coverage if:

(i) the Public Entity is located in whole or in part within the geographic boundaries of the Member; and

(ii) the Public Entity's primary liability insurance coverage is provided by a self-insurance program satisfactory to the Trust.

(d) (1) A Member may be a Named Insured for purposes of Health Benefits Coverage.

(2) A Member may direct that a Public Entity other than a Member be a Named Insured for purposes of Health Benefits Coverage if the Public Entity is located in whole or in part within the geographic boundaries of the Member.

(e) For each Named Insured that is not a member of MML or MACo, the Trust may collect on behalf of MML and MACo an administrative fee which shall be remitted to MACo and MML. The amount of the administrative fee payable by the Named Insured to MML and MACo shall be determined by the Trustees in their sole discretion.

9.07 Subscribers.

(a) Health Benefits Coverage shall be provided to (i) each Subscriber designated by a Member participating in the Pool providing Health Benefits Coverage and (ii) each Qualified Dependent of a designated Subscriber. Subscriber designation shall be done at the times and in the manner set forth in the applicable Scope of Coverage.

(b) A Member participating in the Pool providing Health Benefits Coverage may designate any individual as a Subscriber, provided the individual is:

(i) an appointed or elected official of the Member; or

(ii) an employee of the Member; or

- (iii) an officer or employee of a Public Entity that is a Named Insured;
or
(iv) eligible for pension benefits from the Member or a Public Entity that is a Named Insured.

ARTICLE X

SETTLEMENT OF CLAIMS

10.01 Power of Trustees to Compromise Claims. Except as provided in Section 10.02 hereof, the Trustees may, without restriction, negotiate and effect a compromise of claims within the limits of the Trust's liability.

10.02 Excess Liability. With respect to a Named Insured whose primary liability coverage is provided by a self-insurance program, the Trustees may issue an endorsement to the Scope of Coverage specifying the extent to which the Named Insured may restrict or otherwise limit the power of the Trustees to compromise claims relating to excess liability coverage.

ARTICLE XI

AMENDMENTS

11.01 Amendments Not Requiring Consent of Members. The terms and provisions of this LGIT Agreement may be amended at any time by a two-thirds (2/3) vote of the Trustees for one (1) or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this LGIT Agreement.
- (b) To change or modify any provision of this LGIT Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect; or
- (c) To change or modify any provision of this LGIT Agreement so as to grant any additional rights, authority or power to the Trustees and to the Members as may lawfully be granted to or conferred upon them.

11.02 Amendments Requiring Consent of Members. The Members by a two-thirds (2/3) vote may consent to and approve any amendment approved by a two-thirds (2/3) vote of the Trustees and presented to the Members, as shall be deemed necessary and desirable by the Members for the purpose of modifying, altering or amending, adding to or rescinding any of the terms or provisions contained in this LGIT Agreement, subject to the limitations contained in Section 11.03 hereof. The Trustees shall prescribe rules and procedures for submission of proposed amendments to the Members. Each Member shall have only one (1) vote hereunder, regardless of the number of Pools in which it is a Member.

11.03 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Members to receive surplus moneys as provided in Section 8.03(b) hereof or alters the obligation of Members to pay any assessments which may be established under Section 8.03(a) hereof.

ARTICLE XII

TERMINATION

12.01 Term of the Trust. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the Members.

12.02 Termination of the Trust. In the event of termination of the Trust, the Members covenant and agree to make any provision for payment of claims against the Trust as may be required by the Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Member shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

12.03 Termination of Coverage by a Pool. Upon an affirmative vote of two-thirds (2/3) of all Trustees, the Trustees may terminate the coverage of any Pool as of the end of the Pool Year of that Pool. The Trustees shall provide the Members of that Pool with written notice of termination sixty (60) days prior to the end of the Pool Year of that Pool. In the event of termination of coverage by a Pool, each Member of that Pool as of the date of termination shall be (i) liable for any assessment made by the Trustees pursuant to Section 8.03 hereof for the Pool Years in which the Member participated in the Pool and (ii) entitled to receive distribution of its pro rata share of any remaining funds in the Pool after the payment of all outstanding obligations, the calculation of such distributions to be determined by the Trustees.

ARTICLE XIII

MISCELLANEOUS

13.01 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Member or any official, employee or agent of any Member nor any individual shall have any right, title or interest in the Trust nor any right to Fee payments made or to be made thereto, nor any claim against any Member on account thereof, except to the extent of the right of Members to receive their pro rata share of any excess funds as provided hereunder.

No Member may assign any right, claim or interest it may have under this LGIT Agreement.

13.02 Execution of Documents. The Trustees may authorize any Trustee or the Executive Director to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

13.03 Notice. All notices, requests, demands and other communications related to this LGIT Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered or certified mail, postage prepaid, return receipt requested, or when personally delivered by hand, or when transmitted electronically or by facsimile, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Member shall be provided to the Executive Director.

The parties hereto shall notify the Executive Director as to any change in address.

13.04 Construction. This LGIT Agreement shall be governed by the laws of the State.

13.05 Counterparts. This LGIT Agreement may be executed in any number of counterparts (each of which shall be deemed an original) by the Trustees and the authorized officer of the Member, by a counterpart signature page in the forms attached hereto, which together with this LGIT Agreement and all other duly executed signature pages shall constitute the complete agreement among all the parties hereto.

13.06 Subrogation. Each Member agrees that in the event of the payment of any loss by the Trust from a Pool under this LGIT Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Member, Named Insured or other insured against any person or other entity legally responsible for damages for said loss, and in such event the Member hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery by the Trust. Any such recovery shall be credited to the Pool from which the loss was paid.

13.07 Defense by the Trust. The Trust is to defend in the name of and on behalf of the Members, Named Insured or other insured any claims, suits or other proceedings which may at any time be instituted against it arising out of Covered Occurrences, including suits or other proceedings alleging such injuries and demanding damages or compensation therefor, although such suits, other proceedings, allegations or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed against the Member, Named Insured or other insured in any legal proceeding, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense. If a personal appearance by an official or employee of a Member is necessary in any suit or proceeding, the expense of such appearance shall be paid by the Member. Legal representation for such claims, suits or other proceedings shall be as determined by the Trustees.

13.08 Limitation of Liability. Liability of the Trust to any Member in any Pool is specifically limited to those coverages provided in the Scope of Coverage for that Pool subject to any deductible amounts contained therein.

Members' liability shall be limited to the extent of the financial contributions to the Pools set forth herein, and any additional obligations as may come about through amendment hereto. No Member agrees or contracts herein to be held responsible for any claims in tort, contract or otherwise made against any other Member. Nothing contained in this LGIT Agreement or in the Bylaws thereto or the Scopes of Coverage shall be deemed to create any relationship of surety, indemnification or responsibility between Members for the debts of or claims against any other Member.

13.09 Arbitration for Coverage Disputes. A coverage dispute between the Trust and a Member or Named Insured may be settled by arbitration in accordance with the law of the State and the Rules of Arbitration as set forth in Appendix D hereof, as it may be amended from time to time by the Trustees, if the amount in controversy does not exceed \$10,000.

13.10 General Representations of Members.

(a) Each Member represents that it is a body corporate and politic and a Local Government as defined in this LGIT Agreement. Each Member has the power to enter into this LGIT Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this LGIT Agreement on behalf of each Member has full power and authority to execute the same and any documents executed in connection herewith.

(b) This LGIT Agreement has been duly and validly executed and is a valid and binding agreement on the Member, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as the court, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

13.11 Severability of Invalid Provisions. If any one or more of the provisions contained in this LGIT Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this LGIT Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this LGIT Agreement, and the remaining parts of this LGIT Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

13.12 Effectiveness. This Ninth Amended and Restated LGIT Agreement shall be dated as of July 1, 2012 and shall be effective from and after that date on which two-thirds (2/3) of the Members in the Trust on July 1, 2012 approve this Ninth Amended and Restated LGIT Agreement. Prior to the effective date of this Ninth Amended and Restated LGIT Agreement, the

Eighth Amended and Restated Local Government Insurance Trust Agreement dated as of July 1, 2004 shall be and remain in full force and effect. From and after the effective date of this Ninth Amended and Restated LGIT Agreement, this Ninth Amended and Restated LGIT Agreement shall be and remain in full force and effect and shall supersede and replace the Eighth Amended and Restated Local Government Insurance Trust Agreement dated as of July 1, 2004.

IN WITNESS WHEREOF, the Trustees have executed this Ninth Amended and Restated Local Government Insurance Trust Agreement, all as of July 1, 2012.

WITNESS:

David J. Deutsch, Chairman

John "Sonny" Bloxorn, Vice Chairman

David E. Carey, Secretary

Gregar T. Crawford

Stewart B. Cumbo

Debra M. Davis

Susanne Hayman

Barbara B. Matthews

John Miller

Tari Moore

Michael Sanderson, Ex-Officio

Scott A. Hancock, Ex-Officio

APPENDIX A

Members (156)

<u>Name</u>	<u>Effective Date</u>
Aberdeen, City of	07/01/08
Accident, Town of	07/01/98
Annapolis, City of	07/01/89
Baltimore County	07/01/88
Barclay, Town of	07/01/90
Barnesville, Town of	07/01/87
Barton, Town of	07/01/92
Bel Air, Town of	07/01/88
Berlin, Town of	07/01/01
Berwyn Heights, Town of	07/01/87
Betterton, Town of	07/01/88
Bladensburg, Town of	07/01/89
Boonsboro, Town of	07/01/92
Bowie, City of	07/01/87
Brentwood, Town of	07/01/92
Brookeville, Town of	07/01/89
Brookview, Town of	04/04/00
Brunswick, City of	07/01/87
Burkittsville, Town of	03/31/88
Calvert County	04/01/88
Cambridge, City of	07/01/88
Capitol Heights, Town of	07/01/92
Caroline County	09/01/87
Carroll County	12/01/87
Cecil County	11/15/87
Cecilton, Town of	02/16/88
Charles County	07/01/88
Charlestown, Town of	07/19/88
Chesapeake Beach, Town of	07/01/02
Chesapeake City, Town of	01/01/98
Chestertown, Town of	07/01/87
Cheverly, Town of	10/01/87
Chevy Chase, Town of	07/01/91
Chevy Chase View, Town of	11/01/10
Chevy Chase, Section 3, Village of	07/01/95
Chevy Chase, Section 5, Village of	06/17/92
Chevy Chase Village, Town of	07/01/92
Church Creek, Town of	07/01/99
Church Hill, Town of	07/01/87

Members

<u>Name</u>	<u>Effective Date</u>
Clear Spring, Town of	03/15/01
College Park, City of	12/01/87
Colmar Manor, Town of	02/15/88
Cottage City, Town of	02/05/88
Crisfield, City of	11/01/04
Cumberland, City of	07/01/12
Deer Park, Town of	07/01/01
Denton, Town of	09/01/87
District Heights, City of	07/01/92
Dorchester County	08/01/96
Eagle Harbor, Town of	10/06/93
East New Market, Town of	11/29/91
Easton, Town of	11/01/87
Edmonston, Town of	03/16/88
Eldorado, Town of	05/27/00
Elkton, Town of	11/12/99
Emmitsburg, Town of	09/27/87
Fairmount Heights, Town of	09/30/90
Federalsburg, Town of	10/15/99
Forest Heights, Town of	01/22/01
Friendsville, Town of	07/01/98
Frostburg, City of	07/01/87
Gaithersburg, City of	07/01/87
Galestown, Town of	07/01/00
Garrett County	07/01/87
Garrett Park, Town of	01/01/88
Glenarden, City of	10/05/89
Glen Echo, Town of	03/01/94
Goldsboro, Town of	12/01/89
Grantsville, Town of	12/01/87
Greenbelt, City of	10/01/91
Greensboro, Town of	07/01/12
Hagerstown, City of	07/01/98
Hampstead, Town of	03/22/88
Hancock, Town of	07/01/88
Havre de Grace, City of	03/22/88
Hebron, Town of	11/01/88
Henderson, Town of	01/01/93
Highland Beach, Town of	01/01/91
Hillsboro, Town of	05/02/91

Members

<u>Name</u>	<u>Effective Date</u>
Howard County	07/01/89
Hurlock, Town of	07/01/88
Hyattsville, City of	07/01/88
Indian Head, Town of	09/01/87
Keedysville, Corporation of	11/14/99
Kensington, Town of	03/07/88
Kent County	07/01/87
Kitzmilller, Town of	08/01/88
Landover Hills, Town of	07/01/88
La Plata, Town of	09/01/87
Laurel, City of	07/01/87
Laytonsville, Town of	12/01/93
Leonardtown, Town of	10/01/87
Local Government Insurance Trust	04/01/88
Loch Lynn Heights, Town of	10/09/98
Lonaconing, Town of	09/07/88
Luke, Town of	11/22/87
Mardela Springs, Town of	03/01/94
Martin's Additions, Village of	07/01/11
Marydel, Town of	09/01/90
Maryland Association of Counties	02/01/91
Maryland Municipal League	10/01/91
Middletown, Town of	01/14/88
Millington, Town of	07/01/98
Morningside, Town of	11/01/93
Mount Airy, Town of	11/22/87
Mount Rainier, City of	07/01/92
Myersville, Town of	07/01/92
New Carrollton, City of	07/01/94
New Market, Town of	07/01/88
New Windsor, Town of	07/01/87
North Beach, Town of	07/01/96
North Brentwood, Town of	08/01/87
North Chevy Chase, Village of	07/01/87
North East, Town of	07/01/89
Oakland, Town of	01/31/01
Ocean City, Town of	07/01/01
Pittsville, Town of	01/13/98
Pocomoke City, City of	07/01/88
Poolesville, Town of	07/01/92
Port Deposit, Town of	09/30/88

Members

<u>Name</u>	<u>Effective Date</u>
Preston, Town of	05/01/91
Princess Anne , Town of	11/09/87
Queen Anne, Town of	05/10/88
Queen Anne's County	07/01/87
Queenstown, Town of	06/02/93
Rising Sun, Town of	07/01/88
Riverdale Park, Town of	03/01/92
Rockville, City of	07/01/10
Rosemont, Village of	01/01/99
Salisbury, City of	08/01/87
Seat Pleasant, City of	07/01/92
Secretary, Town of	07/01/92
Sharpsburg, Town of	07/01/99
Sharptown, Town of	07/01/87
Smithsburg, Town of	01/01/98
Snow Hill, Town of	07/01/03
Somerset County	07/01/87
St. Mary's County	07/01/87
St. Michaels, Commissioners of	08/29/88
Sudlersville, Town of	12/13/87
Sykesville, Town of	07/01/87
Takoma Park, City of	08/01/87
Talbot County	07/01/87
Taneytown, City of	07/15/87
Trappe , Town of	07/01/12
University Park, Town of	07/01/92
Upper Marlboro, Town of	08/15/01
Vienna, Town of	02/03/88
Walkersville, Town of	07/01/89
Washington County	07/01/00
Washington Grove, Town of	07/01/87
Westernport, Town of	07/01/00
Westminster, City of	07/01/87
Willards, Town of	10/01/87
Williamsport, Town of	11/01/03
Worcester County	10/01/87

Dated: July 1, 2012

APPENDIX B

Trustees

<u>Name, Represented Member</u>	<u>Date ⁽¹⁾</u>
David J. Deutsch, Chair, City of Bowie	7/11
John "Sonny" Bloxom, Vice Chairman, Worcester County	7/12
David E. Carey, Secretary, Town of Bel Air	7/12
Gregan T. Crawford, Garrett County	7/12
Stewart B. Cumbo, Town of Chesapeake Beach	7/11
Debra M. Davis, Charles County	7/11
Susanne Hayman, Kent County	7/10
Barbara B. Matthews, City of Rockville	7/12
John Miller, Town of Middletown	7/12
Tari Moore, Cecil County	7/11
Michael Sanderson, Ex-Officio, Maryland Association of Counties	1/09
Scott A. Hancock, Ex-Officio, Maryland Municipal League	12/95

⁽¹⁾ Date (month/year) of most recent election or appointment.

Dated: July 1, 2012

APPENDIX D

RULES OF ARBITRATION

1. AGREEMENT TO ARBITRATE

Any coverage dispute between the Trust and a Member or Named Insured shall be governed by these rules if the coverage dispute is subject to arbitration under Section 13.09 of the Local Government Insurance Trust Agreement.

2. REQUEST FOR ARBITRATION

The Member or Named Insured shall deliver written notice to the Trust of the Member's or Named Insured's request to arbitrate a coverage dispute subject to arbitration under Section 13.09 of the Local Government Insurance Trust Agreement. The written notice shall contain a concise statement setting forth the nature of the coverage dispute and the remedy sought. The written notice shall be delivered by certified mail, return receipt requested, or any other method that provides adequate proof of delivery. Any notice that fails to meet the requirements of this section is invalid and ineffective to request arbitration.

3. APPOINTMENT OF AN ARBITRATOR

A. The Trust shall maintain a list of arbitrators, containing the names of at least five (5) attorneys, licensed to practice law in Maryland. None of the arbitrators on the list shall have represented the Trust or a Member or Named Insured within the last five (5) years or be associated with a firm of attorneys that has represented the Trust or a Member or Named Insured within the last five (5) years. The list shall provide the name, address, telephone number and qualifications of the arbitrator, including the areas of law in which the arbitrator concentrates.

B. Within 15 days after receiving written notice of the Member's or Named Insured's request to arbitrate, the Trust shall deliver to the Member or Named Insured (i) written notice of the Trust's refusal to settle the coverage dispute by arbitration or (ii) the list of arbitrators, from which the Member or Named Insured shall select the arbitrator to hear the coverage dispute. The Trust shall deliver to the arbitrator selected by the Member or Named Insured a copy of the written notice filed by the Member or Named Insured. Once the arbitrator has been selected, the arbitrator shall have broad authority to conduct the arbitration process in any reasonable manner, consistent with these rules, to reach a just resolution of the coverage dispute. If the Trust fails to deliver the list of arbitrators to the Member or Named Insured within 15 days after receiving valid written notice of the Member's or Named Insured's request to arbitrate, the Trust shall be deemed to have refused to settle the coverage dispute by arbitration.

4. MODIFICATION OF RULES

Any time limitation established by these rules for the taking of any action or the occurrence of any event, may be modified by agreement of the parties.

5. ANSWER

An answer to the Member's or Named Insured's written notice must be filed by the Trust with the arbitrator within ten days after the arbitrator receives a copy of the Member's or Named Insured's written notice of request to arbitrate. The Trust shall deliver a copy of the answer to the Member or Named Insured. If no answer is filed within the required time, it shall be treated as a general denial of all claims asserted by the Member or Named Insured.

6. DATE, TIME AND PLACE OF HEARING

The arbitrator shall set the date, time and place of the hearing. The arbitrator shall deliver notice of the hearing to the Trust and the Member or Named Insured at least 20 days prior to the date of the hearing.

7. COSTS, EXPENSES AND FEES

The Trust shall pay the arbitrator's fee and any rental cost necessary to secure the location for the hearing, but the Trust shall not be responsible for any costs, expenses or fees incurred by the Member or Named Insured in connection with the arbitration.

8. RIGHT TO LEGAL REPRESENTATION

The Trust and the Member or Named Insured shall have an absolute right to be represented by legal counsel at the hearing.

9. DISCOVERY

There shall be no discovery unless otherwise ordered by the arbitrator.

10. EXCHANGE OF EXHIBITS

At least two business days prior to the hearing date, each party shall deliver to every other party copies of all exhibits that the party intends to submit at the hearing. Failure to comply with this rule shall result in exclusion of the exhibit.

11. TRANSCRIPT OF THE RECORD

The arbitrator shall order that the proceeding be transcribed. The record of the transcript shall be made available to all parties upon request. The cost of transcribing the proceeding shall be shared equally by the parties.

12. POSTPONEMENTS

The arbitrator may postpone the hearing upon the request of a party only if good cause for the postponement is established. The arbitrator shall postpone the hearing upon agreement of the parties.

13. ARBITRATION SHALL PROCEED IN ABSENCE OF PARTIES

The arbitrator may hear and determine the coverage dispute upon the evidence produced by a party notwithstanding the failure of the other party to appear.

14. THE HEARING

A. The arbitrator shall have the authority to conduct the hearing in any reasonable manner, subject to the following rules. Formal rules of evidence shall not apply at the hearing. The parties may offer any evidence that is relevant and material to the coverage dispute and shall produce all evidence that the arbitrator deems necessary to understand and resolve the coverage dispute. The arbitrator shall be the judge of the relevance and materiality of evidence. The arbitrator can exclude evidence only to the extent that the arbitrator determines the evidence is either irrelevant or duplicative of other evidence previously submitted.

B. Unless the arbitrator determines that the hearing shall proceed in a different manner, the Member or Named Insured shall first present its case followed by the Trust. The parties may call witnesses to testify and may present all other relevant evidence. Statements of witnesses also may be entered into evidence by affidavit. The parties shall be afforded the opportunity to cross-examine any witness that testifies at the hearing. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

15. THE DECISION

A. The arbitrator shall render the decision no later than thirty days from the last date on which the hearing is held. A copy of the decision shall be delivered to the parties. The decision shall be in writing and shall be signed by the arbitrator.

B. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable.

C. The decision of the arbitrator shall be final and binding on the parties. The decision may only be modified by the arbitrator to correct a clerical error.

16. WAIVER OF HEARING

The parties may agree to waive the hearing. In such a case, the arbitrator shall set a deadline by which all documents must be submitted to the arbitrator. Within 30 days of the deadline for submission of documents, the arbitrator shall render a decision.

17. RELEASE OF DOCUMENTS BY ARBITRATOR

Upon written request of a party, the arbitrator shall produce certified copies of any papers in the arbitrator's possession relating to the arbitration. The party requesting copies of the papers shall bear all costs related to the copying and production of the papers.

18. PETITIONS

A petition to enforce the decision of the arbitrator or to modify or to vacate the decision of the arbitrator as provided by State law may be filed in the circuit court for the county in which the Member or Named Insured is located.

IMPORTANT DATES – 2018 GENERAL ELECTION

Tuesday, October 16, 9 p.m. – Deadline to register to vote – General Election

Thursday, October 25 – Thursday, November 1 – Early Voting 10 a.m. – 8 p.m.

Tuesday, October 30 – Deadline to request mailing or faxing an absentee ballot

Friday, November 2 – Deadline to request an absentee ballot via email

TUESDAY, NOVEMBER 6 – 7 A.M.–8 P.M. – GENERAL ELECTION

Friday, November 16 – Certification of Election

Revised 9/7/2018



Frederick County, Maryland **2018 Early Voting Center Locations**

*Qualified registered voters can vote in person before
Election Day!*

Early Voting for the 2018 Gubernatorial General Election is Thursday, October 25, through Thursday, November 1 (including Saturday, October 27 and Sunday, October 28), from 10 am until 8 pm. (*General Election Day is November 6.*)

NOTE: You cannot vote at the polls on November 6 or by absentee ballot if you vote early

Frederick Senior Center
1440 Taney Avenue
Frederick, MD 21702



Urbana Regional Library
9020 Amelung Street
Frederick, MD 21704



Thurmont Regional Library
76 East Moser Road
Thurmont, MD 21788



Middletown VFD Activities Building
1 Fireman's Lane
Middletown, MD 21769



For more information, visit: Frederick County Board of Elections at FrederickCountyMD.gov/elections or Maryland State Board of Elections at elections.maryland.gov or call 301-600-VOTE.