



MAYOR AND TOWN COUNCIL MEETING
TUESDAY, April 8, 2025
Worcester County Government Center, Boardroom, Room 1102
One West Market Street, Snow Hill, Maryland 21863

7:00 PM

ZOOM ID NUMBER: 953 699 8590

AGENDA

7:00 PM: Welcome/ Call to Order: Mayor Janet Simpson

1. Salute to the Flag
2. Invocation/Moment of Silence
3. Introduction of new Councilmember representing the Central District: Aaron Lumpkins
4. Appointment of Council Treasurer and Secretary
5. Citizen Spotlight
 - a. Snow Hill High School Interact Club with club advisors Christy Kozlowski and Shelley Jackson.
6. Public Hearing: An ordinance to correct errors in the Official Zoning Map executed by Town Officials in 2021. **Motions to open and close the Public Hearing**
7. Approval of Minutes: **Motion Required**
 - a. March 4th, 2025 Work Session
 - b. March 11th, 2025 Regular Meeting
 - c. March 18th, 2025 Special Meeting
 - d. March 25th, 2025 Special Meeting
8. Treasurer's Report: **Motion Required**
9. Town Manager's Report
10. Department Reports
 - a. Economic Development
 - b. Code Enforcement
 - c. Public Works
 - d. Water & Wastewater
 - e. Grants office
 - f. Julia A. Purnell Museum

This agenda may be subject to change.

- g. Police Department
- h. Fire Department

i. Snow Hill High School

7:55 PM: Unfinished Business

- a. Ordinance No. 2025-04: Ratification of 2015 Bond Ordinance. Second Reader. **Action Item**

8:00 PM: New Business:

- a. Ordinance No. 2025-07: The Proposed General Operating and Water & Sewer Budgets for fiscal year 2025-2026. First Reading. **Action Item**
- b. Report from staff on RFQs received for Town's engineering services. **Action Item**
- c. Annual request from the Worcester County Library to withdraw funds from the Beulah Riley Fund. **Action Item**
- d. Ordinance No. 2025-06: An ordinance to consent to the assignment of the Sandpiper Energy, Inc. Franchise Agreement. First Reader. **Action Item**
- e. Approval of alcohol license applications. Ms. McAllister. **Action Items**
 - 1. Downtown Snow Hill
 - 2. Life Crisis Center
- f. Board and Commission appointments. **Action Items**
 - 1. Appoint Jan King to the Historic District Commission until April 2028
 - 2. Re-appoint Mark Shockley to the Historic District Commission until March 2028
 - 3. Appoint Ian Hammer to the Board of Zoning Appeals until April 2028
 - 4. Appoint Nick Anthis to the Board of Zoning Appeals until September 2026
 - 5. Appoint Tom Davidson to the Ethics Commission until September 2028
- g. Administer Oath of Office to appointees present. **Photo Op**

8:45 PM: Comments from the Public: people may register to speak for up to three minutes on any municipal question or matter under established protocols.

8:50 PM: Comments from the Council

8:55 PM: Comments from the Mayor

9:00 PM: Adjournment

PLEASE NOTE: Meetings will be recorded and available to the public on the website. Part of the meeting may be closed to the public in accordance with Open Meetings Act procedures. If you would like a meeting packet prior to the meeting, please email Kandice Ringenary at adminco@snowhillmd.com.

This agenda may be subject to change.

PROCLAMATION

RECOGNIZING SNOW HILL HIGH SCHOOL'S INTERACT CLUB FOR OUTSTANDING COMMUNITY SERVICE TO THE TOWN OF SNOW HILL, MARYLAND.

Whereas, the Snow Hill High School INTERACT CLUB was organized to serve the greater community through charitable works and have dedicated their time and energies to that noble cause; and

Whereas, members of the INTERACT CLUB meet monthly to plan activities to contribute to the good of our society through volunteerism covering a wide range of service activities; and

Whereas, some of the organizations and projects that have benefitted by the INTERACT CLUB'S hard work and dedication include the Snow Hill Food Bank, Delmarva Blood Bank, Furnace Town, the Worcester County Senior Center and Adult Day-Care Program, Sturgis Park Clean-up, and the Christmas Market by helping vendors with loading and unloading chores; and

Whereas, members of the INTERACT CLUB attend the annual Rotary Youth Leadership Academy, a three-day conference designed to promote the visioning, planning and execution of projects, as well as learning techniques of problem-solving and successful networking; and

Whereas, last Christmas, the members of the INTERACT CLUB raised enough money to donate clothes and toys to six needy students, providing a Merry Christmas to children who may not have had one without their good work and generosity; and

Whereas, such devotion to the welfare of others can only come from a true sense of love and care for one's home town and should be recognized and praised with deepest respect and gratitude,

NOW, THEREFORE, I, JANET T. SIMPSON, MAYOR OF SNOW HILL, MARYLAND, DO HEREBY PROCLAIM THE SNOW HILL HIGH SCHOOL INTERACT CLUB TO BE OUR CHOICE FOR THE CITIZENS SPOTLIGHT FOR APRIL, 2025 AND, ON BEHALF OF THE TOWN COUNCIL AND ALL CITIZENS OF SNOW HILL, CALL UPON OUR COMMUNITY TO NOTE WITH PRIDE AND THANKSGIVING THE GENEROUS AND UNSELFISH SERVICE PROVIDED TO US BY THIS REMARKABLE TEAM OF YOUNG PEOPLE. SURELY, THEY ARE AN INSPIRATION TO US ALL!

PROCLAIMED THIS 8TH DAY OF APRIL, TWO THOUSAND, TWENTY-FIVE.

Attested:



Rick Pollitt, Town Manager



Janet T. Simpson, Mayor



Citizens Spotlight Nomination form

Nominee: Snow Hill High School Interact Club

Community Involvement: monthly meeting to plan

activities to contribute to society such as:

- Dollar Donut Day - Assisted vendors at the
Christmas Market by loading & unloading vendors

Additional Information: items - Worked at the Camp

Fairlee Cleanup Day - Helped at the S. H. Food Bank
over

Nominator: Jan King

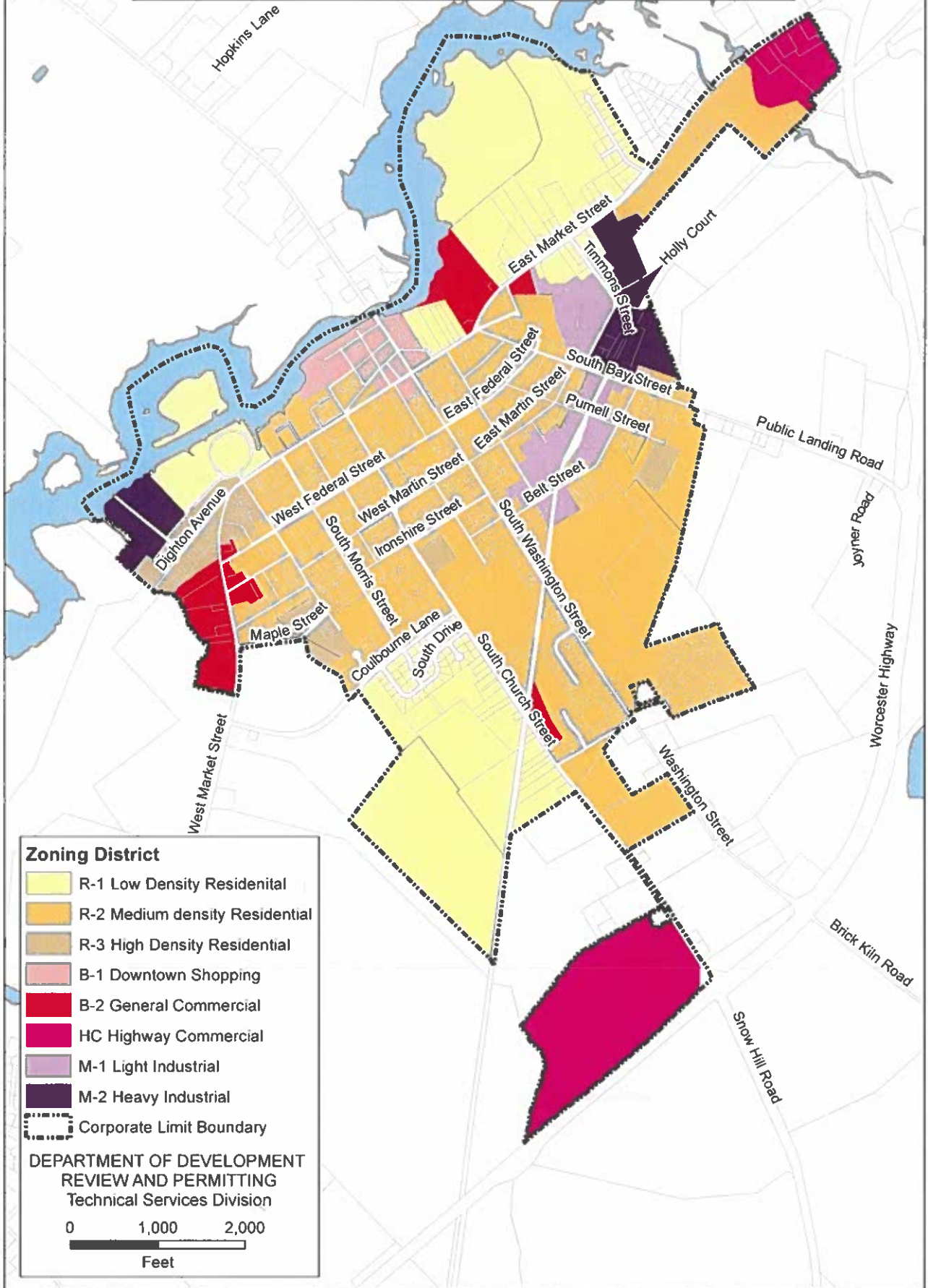
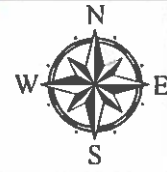
Contact Info: 240-793-2500

- Volunteered at the Iron Furnace Fifty
- Visit seniors at the Community Center
- Helped at the Del Mar Va Blood Bank by manning the canteen and escorted students.
- Last Christmas they raised enough money to donate clothes and toys to 6 needy students. They had an overwhelming result and gave these students so much more than expected
- Had a Sturgis Park clean up
- Partnered with the adult day program. Each student got to meet and chat with an adult for a bit. Then they did an aerobic class together. Afterwards they sat and chatted a bit longer
- Attend yearly Rotary Youth Leadership Academy
This is a 3 day conference where attendees pack meals for the needy, (10,000 this year). Attend breakout groups to come up with projects - plan the activities & solutions.
They learn and exercise leadership skills, discuss community needs for ideas for projects: ie egg drop where they engineer protection for an egg that is dropped by various heights.
This is an opportunity to meet and network with students from other areas.

This club is dedicated to serving the community through charitable works.



Snow Hill Zoning District Map



by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 13th day of September, 2025.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

Patricia Ortiz Cachay
Personal Representative
True Test Copy
Terri Westcott
Register of Wills for
Worcester County
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074

Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 20, 2025

OCD-3/20/3t



**NOTICE
OF PUBLIC HEARING
MAYOR & COUNCIL
OF SNOW HILL, MARYLAND**

**Tuesday, April 8th, 2025
at 7:00 PM**

Pursuant to the provisions of the Code of the Town of Snow Hill Section 200-134 notice is hereby given that a PUBLIC HEARING is scheduled on Tuesday, April 8, 2025, at 7:00 p.m. at the meeting of the Mayor and Council of Snow Hill at Worcester County Government Center, Boardroom, Room 1102, One West Market Street, Snow Hill, MD 21863. The purpose of the hearing is to consider an ordinance to amend:

THE ZONING DISTRICT MAP OF THE TOWN OF SNOW HILL TO FIX AN INCORRECT MAP BEING EXECUTED BY TOWN OFFICIALS IN 2021, AND THUS HAVING A CORRECT ZONING DISTRICT MAP EXECUTED BY TOWN OFFICIALS.

The public is cordially invited to attend and offer comments. For further information concerning this public hearing or for a copy of the or-

dinance please contact the Town Manager's Office, 103 Bank Street, Snow Hill, Maryland, 21863, #410-632-2080.

OCD-3/20/2t

Neil Eskin
Eskin Law, LLC
Attorney for the Plaintiff
1700 Reisterstown Road, Ste. 212
Baltimore, MD 21208
(410) 343-9125
neil@eskin-law.com
AIS#: 1406170091

Tax Lien Hedge, LLC
C/O Eskin Law, LLC
1700 Reisterstown Road, Suite 212
Baltimore, MD 21208
Plaintiff

v.
Jason Anthony Bowen
607 Ravenstone Lane
Durham, NC 27703

and
State of Maryland
Office of the Attorney General
S/O Anthony G. Brown, Attorney
General
200 Saint Paul Place
Baltimore, MD 21202

and
Worcester County Treasurer's
Office
S/O Phillip G. Thompson, Collector
1 W. Market St. Room 1105
Snow Hill, MD 21863
410-632-0686

and
All unknown owners of the property described Below; all heirs, devisees, personal representatives, and executors, administrators, grantees, assigns or successors in right, title, interest, and any and all persons having or claiming to have any interest in the property and premises situate in the Worcester County, known as 210 Flower Street, Berlin, MD 21811, and described as Legal Description 60 3 X 92 E STDE FLOWER STREET BERLIN Being known as District 03 Account Number 034569 on the Tax Roll of the Collector of Taxes.

Defendants
IN THE CIRCUIT COURT
FOR WORCESTER COUNTY
CASE NO.: C-23-CV-25-000065

**ORDER OF
PUBLICATION**

The object of this proceeding is to secure the foreclosure of all rights of redemption from tax sale on the property known as 210 Flower Street, Berlin, MD 21811, in Worcester County, State or Maryland, sold by the Director or Treasury for Worcester County, State or Maryland to Tax Lien Hedge, LLC, the Plaintiff.

A DESCRIPTION of the property in substantially the same form as the description appearing on the Certificate of Tax Sale is as follows: Legal Description 60 3 X 92 E SIDE FLOWER STREET BERLIN, District 03 Account Number 034569 Known as 210 Flower Street, Berlin, MD 21811.

The complaint states among other things that the amount necessary for redemption has not been paid.

It is thereupon this 12th of March, 2025, by the Circuit Court for

Worcester County, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Worcester County once a week for three consecutive weeks, warning all persons interested in the property to appear in this Court by the 13th of May, 2025, and redeem the property and answer the Complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title to said property in Fee Simple, free of all liens and encumbrances.

Brian D. Shockley
Judge

True Copy
Test: Susan R. Braniecki
Clerk of the Circuit Court
Worcester County MD

OCD-3/20/3t

Neil Eskin
Eskin Law, LLC
Attorney for the Plaintiff
1700 Reisterstown Road, Ste. 212
Baltimore, MD 21208
(410) 343-9125
neil@eskin-law.com
AIS#: 1406170091

Tax Lien Hedge, LLC
C/O Eskin Law, LLC
1700 Reisterstown Road, Suite 212
Baltimore, MD 21208
Plaintiff

v.
John Groton
705 Walnut Street
Pocomoke, MD 21851
and
Ralph Groton
705 Walnut Street
Pocomoke, MD 21851

and
Robert Reed
705 Walnut Street
Pocomoke, MD 21851
and
Mary Kay Reed
705 Walnut Street
Pocomoke, MD 21851

and
State of Maryland
Office of the Attorney General
S/O Anthony G. Brown, Attorney
General
200 Saint Paul Place
Baltimore, MD 21202

and
Worcester County Treasurer's
Office
S/O Phillip G. Thompson, Collector
1 W. Market St. Room 1105
Snow Hill, MD 21863
410-632-0686

and
All unknown owners of the property described Below; all heirs, devisees, personal representatives, and executors, administrators, grantees, assigns or successors in right, title, interest, and any and all persons having or claiming to have any interest in the property and premises situate in the Worcester County, known as 17 Somerset Avenue, Pocomoke, MD 21851, and described as Legal Description LOT 8 BLK B 17 SOMERSET AVE PL POCOMOKE HEIGHTS Being known as District 01 Account Number 025694 on the Tax Roll of the Collector of Taxes.
Defendants

IN THE CIRCUIT COURT
FOR WORCESTER COUNTY
CASE NO.: C-23-CV-25-000069

**ORDER OF
PUBLICATION**

The object of this proceeding is to secure the foreclosure of all rights of redemption from tax sale on the property known as 17 Somerset Avenue, Pocomoke, MD 21851, in Worcester County, State of Maryland, sold by the Director of Treasury for Worcester County, State of Maryland to Tax Lien Hedge, LLC, the Plaintiff.

A DESCRIPTION of the property in substantially the same form as the description appearing on the Certificate of Tax Sale is as follows: Legal Description LOT 8 BLK B 17 SOMERSET AVE PL POCOMOKE HEIGHTS, District 01 Account Number 025694 Known as 17 Somerset Avenue, Pocomoke, MD 21851.

The complaint states among other things that the amount necessary for redemption has not been paid.

It is thereupon this 12th of March, 2025, by the Circuit Court for Worcester County, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Worcester County once a week for three consecutive weeks, warning all persons interested in the property to appear in this Court by the 13th day of May, 2025, and redeem the property and answer the Complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title to said property in Fee Simple, free of all liens and encumbrances.

Brian D. Shockley
Judge

Test: Susan R. Braniecki
Clerk of the Circuit Court
Worcester County MD

OCD-3/20/3t

ROBERT E RICHARDS ESQ
RICHARDS & RICHARDS P. A.
11253 LOCKWOOD DR STE B
SILVER SPRING, MD 20901-4566

**NOTICE
OF APPOINTMENT
NOTICE TO CREDITORS
NOTICE TO UNKNOWN HEIRS**

To all persons interested in the estate of **DALE KUNZE** Estate No. **20571** Notice is given that **STEPHEN W KUNZE** whose address is **6716 OREM DR LAUREL, MD 20707-3238** was on **MARCH 14, 2025** appointed Personal Representative of the estate of **DALE KUNZE** who died on **FEBRUARY 16, 2025** with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the **14th** day of **SEPTEMBER, 2025**.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with

Flag Publications, Inc.
Certificate of Publication

TOWN OF SNOW HILL

NOTICE OF PUBLIC HEARING APRIL 8 2025

This is to certify that the attached has been published in the ***Ocean City Digest***, a weekly paper of general circulation in Worcester County published in Ocean City, Maryland on the following dates:

Date: MARCH 20, 2025
MARCH 27, 2025

Signed:



Date: MARCH 27, 2025

OCEAN CITY DIGEST
11934 Ocean Gateway, Suite 6
Ocean City, Maryland 21842



SNOW HILL MAYOR AND COUNCIL
WORK SESSION

Tuesday, March 4, 2025

A work session of the Mayor and Town Council of Snow Hill, Maryland was held at Worcester County Government Center, Boardroom, Room 1102, One West Market Street, Snow Hill, MD 21863

Tuesday, March 4, 2025, with Mayor Simpson presiding.

PUBLIC OFFICIALS PRESENT

Mayor Janet Simpson
Councilmember Margaret Ann Fletcher
Councilmember Edward Lee

STAFF IN ATTENDANCE

Rick Pollitt, Jr., Town Manager
Maureen Howarth, Attorney
Lou Hamstead, Finance Manager
Teron Lewis, Accounts Payable
Andy McGee, Police Chief
Kandice Ringenary, Administrative Coordinator

Call to Order

Mayor Simpson called the meeting to order at 5:02 pm.

- 1. Vote to Convene in Closed Session to consult with counsel to obtain legal advice and to consider personnel matters: to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or**

performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction and seek legal advice.

Councilmember Fletcher made a motion to convene in closed session. Councilmember Lee seconded the motion. Closed session began at 5:02pm.

2. Statement reporting on the closed session -

The meeting was held at the County Government Center Boardroom in Snow Hill, Maryland on March 4, 2025 at 5:02pm. The motion to close the meeting was made by Council Member Fletcher and seconded by Council Member Lee. All members present in favor. The meeting was closed under general provisions, specifically Article 3-, 305 B (1) with a topic to discuss a pending council vacancy. The reason for the closed session was to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom the public body has jurisdiction. Second reason Article 3-305(7) for closed session is to consult with legal counsel to obtain legal advice and preserve attorney-client privilege. The closed session ended at 5:54pm on March 4, 2025.

3. Closed Session Summary –

The time is 5:54 We just came out of a Closed Session Meeting today, March 4th, 2025 that began at 5:03pm and was held at the Worcester County Government Center, Room 1102, One West Market St. Snow Hill, MD 21863. The purposes of the closed session were to discuss pending Council vacancy as of March 7, 2025 and to consult with legal counsel to obtain legal advice under general provisions articles 3-305(b) #1 and 3-305(b) #7. Members who voted to meet in closes session include Councilmember Lee and Councilmember Fletcher. Councilmember Walsh was absent.

All in attendance for the closed session were, myself – Mayor Simpson, Councilmember Fletcher, Councilmember Lee, Town Manager, Rick Pollitt, Town Attorney Maureen Howarth and Administrative Coordinator, Kandice Ringenary.

The topics actually discussed were the pending Council vacancy and obtaining legal advice. Closed session ended at 5:51.

4. Mid-year budget adjustment Resolution by Finance Manager Hamstead.

Mayor Simpson acknowledged Finance Manager, Lou Hamstead and Accounts Payable Teron Lewis. Ms. Hamstead explained the process for the amendment to adjust lines to maintain a balanced budget. She went over exhibit A and reviewed the totals.

Councilmember asked for a repeat of the total. Ms. Hamstead went over the forms noting differences and explaining credits and debits. She noted differences in revenues received versus revenues projected. She also went over line items and answered questions about specific lines. Councilmember Fletcher asked about the first page and miscellaneous income and budget remaining. Ms. Hamstead explained that in that line budget a negative is good and is extra revenue. A discussion was had related to line items in the presented amendment. Ms. Hamstead answered questions regarding each

line item and offsetting negatives. Councilmember Fletcher asked about page 2 and overtime line and the negative on the budget line. Ms. Hamstead explained that not being an accurate estimate to begin with but it does need covering for this particular negative. Ms. Hamstead reviewed the process to making an adjustment that will balance the fund. Attorney Howarth stated a Resolution would be presented at next meeting. Councilmember Lee a request to get together with Town staff to learn this as he will have a learning curve and requesting a meeting with Mr. Lewis. Town Manager Rick Pollitt expressed support for meeting with staff while being mindful of everyone's available time. Ms. Hamstead mentioned that there is a general fund transfer for the Capital Improvement Budget. The fund has been depleted with multiple leases and projects and transferring money from that fund. Attorney Howarth noted the Resolution notes big highlights and the exhibit all details and it is what the Mayor would be signed. Councilmember Fletcher said she may have more questions after looking at it. Mayor Simpson asked for any additional questions and there were none.

Public comments (limited to three minutes per speaker):

There were no public comments.

Announcements from the Mayor and Council members.

Councilmember Lee looking forward to working on the budget. Councilmember Fletcher acknowledged two new businesses that opened in Town this week. Also noted the Snow Hill boys' and girls' teams doing well and in playoffs. She also thanked Ms. Hamstead for all the numbers. Mayor Simpson expressed gratitude for the staff and setting everything up. Also thanked Mr. Pollitt and Ms. McAllister stepping in with County Commissioners budget. Thanks for everyone stepping up and thanked Councilmember Fletcher for stepping in and signing checks.

Adjournment:

Councilmember Fletcher made a motion to adjourn, the motion was seconded by Councilmember Lee and passed unanimously. The time was 6:24pm.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
<u>Margaret Ann Fletcher</u>	<u>X</u>				
<u>Edward S. Lee</u>	<u>X</u>				
<u>Diana Walsh</u>					<u>X</u>
<u>TALLY</u>	<u>2</u>				<u>1</u>

Respectfully Submitted,
Kandice Ringenary
 Kandice K Ringenary
 Administrative Coordinator



SNOW HILL MAYOR AND COUNCIL
TOWN HALL MEETING MINUTES

Tuesday, March 11, 2025

A regular meeting of the Mayor and Town Council of Snow Hill, Maryland was held at Worcester County Government Center, Boardroom, Room 1102, One West Market Street, Snow Hill, MD 21863 Tuesday, March 11, 2025, with Mayor Simpson presiding.

PUBLIC OFFICIALS PRESENT

Mayor Janet Simpson
Councilmember Margaret Ann Fletcher
Councilmember Edward Lee

STAFF IN ATTENDANCE

Rick Pollitt, Jr., Town Manager	Kandice Ringenary, Administrative Coordinator
Maureen Howarth, Attorney	Justin Odendhal, Communication and Promotions Coordinator
Lou Hamstead, Finance Manager	Aaron Flook, Planning, Zoning and Building Official
Teron Lewis, Accounts Payable	Lorissa McAllister, Economic Development
Melissa Kempfer, Account Clerk	
Andy McGee, Police Chief	
Randy Barfield, Public Works Director	
Robert Wilt, WWTP Superintendent	

Call to Order: Mayor Simpson called the meeting to order at 7:00pm. She then led the Pledge of Allegiance to the Flag, followed by a moment of silence.

Proclamation recognizing March 2025 as Women’s Appreciation Month. Mayor Simpson read the proclamation recognizing March 2025 as Women’s Appreciation Month with Diana Nolte accepting the proclamation.

Motion to approve minutes for the month of February.

Mayor Simpson noted item number 4 of the agenda referencing February 4, 2025 Work Session and February 18, 2025 Regular Meeting. Mayor Simpson asked for comments or any additional corrections and there were none.

Councilmember Fletcher made a motion to accept February minutes. Councilmember Lee seconded the motion and the motion passed with all in favor

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
TALLY	<u>2</u>				

Mayor Simpson noted item number 5, the Treasurer’s Report and recognized Finance Manager Ms. Hamstead.

Mayor Simpson asked for any additions to the Treasurer’s Report and recognized Finance Manager Hamstead. Ms. Hamstead did not have anything to add to the report. There were no questions.

Councilmember Fletcher made a motion to accept the February Treasurer’s Report. Councilmember Lee seconded the motion and the motion passed.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
TALLY	<u>2</u>				

Town Manager Report

Mayor Simpson asked for any additions to the Town Manager Report. Town Manager Pollitt was recognized. He noted the requirement per charter to fill the vacancy now on the Council for the Central District. announced the vacancy on the council and now accepting applications of qualified residents for the central district vacancy. There were no questions.

Department Reports

- a. Economic Development – Economic Development Director Lorissa McAllister noted being in contact with the County to advertise for a public hearing for Bank St. Councilmember Fletcher asked if going to the County on the 18th. Ms. McAllister

responded that she did not anticipate any questions, but would be representing the Town in person.

- b. Code Enforcement - Planning, Zoning and Building Official, Mr. Aaron Flook noted meeting with State for Critical Area Ordinance to make sure up to date. Councilmember Fletcher asked if critical areas affect the Town of Snow Hill? Mr. Flook stated it's mostly for new development surrounding the river. Mr. Pollitt did add that there is a current Critical Area Ordinance and this is meant to incorporate State changes. Stated there will be a work session to discuss when it is ready. No other questions.
- c. Public Works – Public Works Director Randy Barfield stated final compaction test for Purnell Street completed. Street will be milled soon and paving will then be completed. Should be done very soon. Councilmember Fletcher asked to confirm paving. No other questions for Public Works.
- d. Water & Wastewater – WWTP Superintendent Bobby Wilt stated not much to add to report. Testing completed for toxic chemicals, PFAS and lead testing for this month. They are now waiting on results. No questions for Mr. Wilt.
- e. Grants office- Grant Administrator, Paul Bessette noted a focus on spending grant funds while available. Did not have anything further to add. No questions.
- f. Museum – Mr. Pollitt state no updates, but continues to be open by appointment. Conversation with Furnace Town to benefit all continues. No questions.
- g. Police Department – Chief McGee stated nothing to add to report. Councilmember Lee asked about update with new location of Police Department building. Chief stated have met a couple of times and contract has been reviewed and now looking at financials and potentially be in new building by summer. No other questions.
- h. Fire Department – Chief Creech was not present.
- i. Snow Hill Student Representative – MaryAnn was not in attendance.

Unfinished Business –

- a. **Ordinance No. 2025-02: Planning & Zoning Related Fees and Fines. Second Reader.**
 A summary was read by Attorney Howarth of 2025-02
 Councilmember Fletcher made a motion to accept Ordinance 2025-02 and
 Councilmember Lee seconded the motion and all in favor. The motion passed to accept ordinance No. 2025-02

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
TALLY	<u>2</u>				

- b. **Ordinance No. 2025-03: Updating Parking Fines. Second Reader.**
 A summary was read by Attorney Howarth of 2025-03
 Councilmember Fletcher made a motion to accept Ordinance 2025-03 and
 Councilmember Lee seconded the motion and all in favor. The motion passed to accept ordinance No. 2025-03

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
<u>TALLY</u>	<u>2</u>				

New Business –

c. Ordinance No. 2025-04: Ratification of 2015 Bond Ordinance. First Reader.

A summary was read by Attorney Howarth of 2025-04 and referenced to 2015 Bond that needed to be ratified.

Councilmember Fletcher made a motion to accept Ordinance 2025-04 and Councilmember Lee seconded the motion and all in favor. The motion passed to accept ordinance No. 2025-04

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
<u>TALLY</u>	<u>2</u>				

b. Resolution No. 2025-01: A Resolution pursuant to Town of Snow hill code Section 131-2 adopting Planning, Zoning and Building Department fees.

Attorney Howarth reviewed this ordinance and stated has been seen before.

Councilmember Fletcher made a motion to pass Resolution 2025-01 and Councilmember Lee seconded the motion. All voted in favor and the motion passed.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				
<u>TALLY</u>	<u>2</u>				

c. Resolution No. 2025-02 Mid-year Budget Amendment

Attorney Howarth reviewed the resolution and noted this is to balance expenses and expenses. Finance Manager Hamstead asked for any question and stated nothing has changed from Work Session. No questions.

Councilmember Fletcher made a motion to accept Resolution 2025-02 and Councilmember Lee seconded the motion. All voted in favor. The motion passed for Resolution No. 2025-02.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Fletcher	<u>X</u>				
Edward Lee	<u>X</u>				

TALLY	2				
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- d. **Ordinance No. 2025-05 Amending the Zoning District Map of the Town of Snow Hill to fix an incorrect map being executed by Town officials in 2021. First Reader.**

Mr. Pollitt noted pulling this item from the meeting, giving a brief summary of the history and more work needed to be done. This is basically housekeeping, there will be no changes. Councilmember Fletcher had no questions about agenda, but asked about seeing the old map. Councilmember Lee asked about any corrections and will get with Mr. Pollitt later. There was no vote, as this was pulled.

Comments from the Public:

No comments from public.

Comments from the Council:

Councilmember Fletcher shared that she was happy to have first visit with Public Works and Randy. She thanked them for all the hard work and thanked everyone in Town Hall and Lounell for hard work. She wished Mayor Simpson to get well soon.

Councilmember Lee shared that he met as a follow up with Planning, Zoning and Building Official, Mr. Flook and will be meeting monthly. He spoke about getting information out to the public. Attended monthly meeting with DB&F and asked Mr. Pollitt about next staff meeting and asked to be invited. Did extend an invite to attend Mt. Zion Baptist Church Boot Camp training regarding Worcester County Comp Plan. Pushing community engagement. All are invited.

Comments from the Mayor:

Mayor Simpson announced openings for Boards and Commissions and asked for interest. Announced First meeting of Mayor’s Round Table. Announced Committee on Docking Fees called Port of Snow Hill Committee. Forming Maryland 250 Committee. Reminded everyone about interviews during a Special Meeting next Thursday. Thanked everyone for helping out and very appreciative of help.

Adjournment

Motion to adjourn by Councilmember Fletcher and seconded by Councilmember Lee. The motion passed with 2 votes; The time was 7:39pm and the meeting was adjourned.

NAME	AYE	NO	ABSTAIN	RECUSED	ABSENT
Margaret Fletcher	X				
Edward Lee	X				
TALLY	2				

Respectfully Submitted,

Kandice Ringenary

Kandice K Ringenary
Administrative Coordinator



SNOW HILL MAYOR AND COUNCIL
SPECIAL MEETING MINUTES

Tuesday, March 18, 2025

A special meeting of the Mayor and Town Council of Snow Hill, Maryland was held at Worcester County Government Center, Boardroom – Room 1102, One West Market Street, Snow Hill, Maryland 21863 with Mayor Simpson presiding.

PUBLIC OFFICIALS PRESENT

Mayor Janet Simpson
Councilmember Margaret Ann Fletcher
Councilmember Edward Lee

STAFF IN ATTENDANCE

Rick Pollitt, Jr., Town Manager
Kandice Ringenary, Administrative
Coordinator

Call to Order

Mayor Simpson called the meeting to order at 5:00 pm.

1. Vote to Convene in Closed Session to consult with counsel to obtain legal advice and to consider personnel matters: to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction.

Councilmember Fletcher made a motion to convene in closed session. Councilmember Lee seconded the motion. Closed session began at 5:01pm.

2. Statement reporting on the closed session -

The meeting was held at the County Government Center Boardroom in Snow Hill, Maryland on March 18, 2025 at 5:01pm. The motion to close the meeting was made by Council Member Fletcher and seconded by Council Member Lee. All were in favor of the closed session; none were absent and none abstained. The meeting was closed under general provisions, specifically Article 3-, 305 B (1), Pending council appointment of Central District interim applicant interviews. The reason for the closed session To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; To maintain confidentiality at this time.

3.Closed Statement Summary –

The time is 8:40 We just came out of a Closed Session Meeting today, March 18th, 2025 that began at 5:01pm and was held at the Worcester County Government Center, Room 1102, One West Market St. Snow Hill, MD 21863. The purposes of the closed session were to interview and discuss Council vacancy applicants and to consult with legal counsel to obtain legal advice under general provisions articles 3-305(b) #1. Members who voted to meet in closed session include Councilmember Lee and Councilmember Fletcher.

All in attendance for the closed session were, Mayor Simpson, Councilmember Fletcher, Councilmember Lee, Town Manager, Rick Pollitt, Administrative Coordinator, Kandice Ringenary and Chief McGee.

The topics actually discussed were the applicant interviews and the questions and responses. Closed session ended at 8:40pm

3. New Business –

Selection of new member of the Town Council to fill a vacancy until June 10, 2025.

Mayor Simpson asked for a nomination to select a new member to fill a vacancy on the Council until June 10th, 2025.

Councilmember Fletcher made motion to nominate Aaron W. Lumpkins as the interim Central District Council member until June 10th, 2025. Councilmember Lee seconded the motion to nominate Mr. Lumpkins and the motion and passed with all 3 members voting unanimously.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
<u>Margaret Ann Fletcher</u>	<u>X</u>				
<u>Janet Simpson</u>	<u>X</u>				
<u>Edward S. Lee</u>	<u>X</u>				
<u>TALLY</u>	<u>3</u>				

Public comments (limited to three minutes per speaker):

There were no public comments.

Announcements from the Mayor and Council members.

Councilmember Fletcher did not have any announcements. Councilmember Lee thanked all the applicants and appreciates the great turnout and representation. Mayor Simpson expressed appreciation for all applicants and appreciates the organization of the interviews.

Adjournment:

Councilmember Fletcher made a motion to adjourn, the motion was seconded by Councilmember Lee and passed. The time was 8:45pm.

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
Margaret Ann Fletcher	X				
Edward S. Lee	X				
TALLY	2				

Respectfully Submitted,

Kandice Ringenary

Kandice K Ringenary
Administrative Coordinator



SNOW HILL MAYOR AND COUNCIL
SPECIAL MEETING MINUTES

Tuesday, March 25, 2025

A special meeting of the Mayor and Town Council of Snow Hill, Maryland was held at Worcester County Government Center, Boardroom – Room 1102, One West Market Street, Snow Hill, Maryland 21863 with Mayor Simpson presiding.

PUBLIC OFFICIALS PRESENT

- Mayor Janet Simpson
- Councilmember Margaret Ann Fletcher
- Councilmember Edward Lee
- Councilmember Aaron W. Lumpkins

STAFF IN ATTENDANCE

- | | |
|---------------------------------|--|
| Rick Pollitt, Jr., Town Manager | Justin Odendhal, Communications and Promotions Coordinator |
| Lou Hamstead, Finance Manager | Kandice Ringenary, Administrative Coordinator |
| Teron Lewis, Accounts Payable | |

Call to Order: Mayor Simpson called the meeting to order at 5:00pm.

New Business:

Administration of Oath of Office by Mayor Simpson to Mr. Aaron Lumpkins to fill an unexpired term for the Central District Council seat until June 10, 2025.
Mayor Simpson did administer the Oath of Office to Mr. Lumpkins and he signed the Oath of Office. Councilmember Lumpkins then took his seat with the Council.

Mayor's presentation of her Proposed Operating and Water & Sewer Budgets for Fiscal Year 2026 to the Town Council.

Mayor Simpson presented her budget with a PowerPoint slideshow noting highlights and read her proposal. She thanked Ms. Hamstead and Mr. Lewis for attending. She noted the SERCAP report. She is proposing no increase in tax rates. She is asking the County for over one million in funds from the County to help with public infrastructure, Byrd Park, Sidewalks, Bank Street Project, Unrestricted grant payment in lieu of taxes. Mayor Simpson noted dates of the Budget Ordinance. She then presented the proposed budget to the Council.

Annual State of the Town Report by Mayor Simpson.

Mayor Simpson gave her Annual State of the Town Report and read what was stated in the Charter. Mayor Simpson did explain the development of the State of the Town report. Mayor Simpson noted the financial health of the Town to be strong and referenced the financial audit completed this year was exception. She then noted the amount received, \$470,000, over the last year and amount managed exceeds \$3.1 million dollars. Economic Development highlighted new rental procedures and civic plus. Fourteen new Snow Hill businesses and eight new set to open and progress on Bank St. Promenade. Police Department keeps Town of Snow Hill safe and is one of safest in the State with a 95% case closure rate. Public Works has completed the Purnell Street water, sewer and roadways project. Water and Wastewater has overcome challenges in operations and efficiency in past two years and now under level of performance not seen in initial 10 years. Investment and repairs were presented to the Maryland Department of the Environment as part of Corrective Action Plan. Mayor Simpson thanked all the staff for helping with the report and wants Snow Hill to be progressing as a historic town and a charming town.

Comments from the Public:

No public comments.

Comments from the Council and the Mayor:

Mayor Simpson asked for announcements from the council.

Councilmember Lee welcomed Mr. Lumpkins to the Council and thanked everyone who interviewed as it was a great group and looking forward to working together.

Councilmember Lumpkins really appreciates the opportunity to serve the community and grateful to be here.

Councilmember Fletcher welcomed Mr. Lumpkins and is excited to work with him.

There was a question about scheduling the budget deliberations and a discussion about scheduling the times. Mr. Pollitt offered Town Hall as a resource to call anytime.

Comments from the Mayor:

Mayor Simpson also welcomed Mr. Lumpkins and is looking forward to working together.

Adjournment

Motion to adjourn by Councilmember Fletcher and, seconded by Councilmember Lumpkins. The motion passed unanimously. The time was 5:27 pm with the following vote:

<u>NAME</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>RECUSED</u>	<u>ABSENT</u>
<u>Margaret Fletcher</u>	<u>X</u>				
<u>Aaron W. Lumpkins</u>	<u>X</u>				
<u>Edward S. Lee</u>	<u>X</u>				
<u>TALLY</u>	<u>3</u>				

Respectfully Submitted,

Kandice Ringenary

Kandice K Ringenary
Administrative Coordinator

Treasurer's Report - April 8th, 2025

Prepared by Lounell Hamstead, Finance Manager

Banking Information		February-25	March-25
Taylor Bank - General Fund		\$ 1,386,163.78	\$ 1,242,641.41
Taylor Bank - Savings Fund (HUD)		\$ 91,514.40	\$ 91,971.07
PNC Bank - Investment Acct. MGLIP	*	\$ 2,626,614.25	\$ 2,635,414.25
Unrestricted Funds*	\$ 1,931,543.47		
Capital Improvement Project Funds* with ARPA Purnel	\$ 695,070.78		
First Shore Federal - CD		\$ 142,594.21	\$ 149,567.58
Employee HRA		\$ 44,001.64	\$ 42,521.13
Total in Bank Amount		\$ 4,290,888.28	\$ 4,162,115.44
Collected Accounts Receivable - March 2025			
Utility/Administrative Receivables:			
	PPTax		\$ 9,005.17
	Water/Sewer Charges		\$ 131,104.44
	Septage		\$ 12,492.30
Planning/Zoning Receivables:			
	Hud Loans		\$ 345.41
	Permits-Commercial		\$ 3,905.00
	Permits-Residential		\$ 440.00
County Funding Receivables:			
	Real Estate Tax		\$ 23,706.73
	Local Tax		\$ 42,293.00
	Room Tax		\$ 507.97
	Business Licenses		\$ 9.20
	Highway User Fees		\$ 32,343.08
	Amoss-Fire D Pass thru		\$ 754.02
Misc. Receivables:			
	Redspeed		\$ 4,703.87
	Dollar General Sign Permit		\$ 340.00
	E. Holland Theft Restitution		\$ 1,000.00
	Bulk Trash Fees		\$ 40.00
	Police Fees		\$ 35.00
	Tower Rent		\$ 150.00
	Secondary Water Meters		\$ 300.00
	Chicken Registration		\$ 10.00
	Misc-Same Day Read		\$ 100.00
	Parks/Train Station Rental		\$ 600.00
	Election Registrations		\$ 75.00
Grants:			
Total Accounts Receivable:			\$ 264,260.19

<u>As of March 2025</u>		OUTSTANDING ACCOUNTS RECEIVABLES		
		OVER 30	OVER 60	OVER 90
HUD LOANS		\$ -	\$ -	\$ (1.66)
SEPTAGE/LECHATE		\$ 1,070.72	\$ -	\$ -
LOT ASSESSMENTS		\$ -	\$ -	\$ 2,906.68
LANDLORD REG		\$ -	\$ -	\$ 221.98
PP TAX		\$ -	\$ -	\$ 13,041.88
WATER/SEWER		\$ 26,805.89	\$ 12,938.62	\$ 38,942.10
TOTALS		\$ 27,876.61	\$ 12,938.62	\$ 55,110.98
<u>As of February 2025</u>		County Billed Real Estate Taxes		
	2024/25	2023/24	2022/23	2019/22
Open Balances	\$ 110,080.78	\$ 19,546.44	\$ 34.40	\$ 2.58
<u>Originally billed</u>	\$ 1,374,460.96			
Total Open	\$ 129,664.20			
<u>AP by Department- March 2025</u>				
Mayor & Council		\$ 1,979.80		
Administration		\$ 77,040.76		
1081-Code Services 1st State		\$ 750.00		
Grants				
Police		\$ 55,912.63		
CIP-Police Vehicles Lease		\$ 4,569.00		
Fire Department		\$ 384.06		
AMOSS Funds-Pass Thru		\$ 754.02		
Public Works		\$ 70,670.68		
Parks Department		\$ 2,638.74		
Picnic Tables- Grant		\$ 41,762.41		
Museum		\$ 1,081.44		
Water		\$ 43,643.19		
Sewer		\$ 70,510.68		

TOWN MANAGER'S REPORT: APRIL 8, 2025

UPCOMING TOWN ELECTION

On Tuesday, May 6th, polls will be open at the Train Station on Belt Street, from 7 am to 7 pm to elect two candidates to the Town Council representing the Central and Western Districts. Incumbent councilmember Margaret Fletcher is running unopposed for re-election to the Western District seat and incumbent councilmember Aaron Lumpkins, of the Central District, is being challenged by Madelyn Lampron for that seat. The victorious candidates will be installed in office at the regular meeting of the Mayor & Council, scheduled for Tuesday, June 10th. The usual Mayor & Council work session held on the first Tuesday of each month has been cancelled for May 6th.

BUDGET

On Tuesday, March 25th, Mayor Simpson presented the Town Council with a balanced budget proposal for Fiscal Year 2025-26 as required by the Town Charter. The first reading of the budget ordinance is scheduled for the April 8th regular Town meeting with final passage expected at the regular meeting of May 13th. Between those two dates, there will be several budget work sessions, open to the public, and a formal Public Hearing planned for Tuesday, April 29th at 5 pm. Please look for postings of the work session schedule as they are subject to change based on availability of the attendees and the meeting room at the county government building.

As part of this year's budget exercise, we commissioned an updated water & sewer rate study from Jean Holloway. Ms. Holloway conducted the original rate study a couple of years ago that proved that the rates charged for water and sewer service were far below those needed to pay for the services. As you know, the Mayor & Council agreed then to a substantial increase in fees, knowing full well another would have to follow before we could get closer to a balanced budget for water & sewer services. Ms. Holloway will be available at a budget work session to review her latest findings and discuss the situation the Town is in trying to bring revenues and expenses into alignment.

STATE OF THE TOWN

At the same meeting, Mayor Simpson presented her "State of the Town" address indicating that great progress is underway in Snow Hill in the improvements to public infrastructure and in promoting our town as a superior location to live, work, play and raise a family. Copies of both the proposed budget and the State of the Town are available to the public.

GOOD FRIDAY CLOSING

Town offices will be closed on Friday, April 18th, in observance of the Good Friday holiday.

PURNELL STREET UTILITY & ROAD IMPROVEMENT PROJECT

All that remains to be done to complete the Purnell Street project is a list of “punch list” items that have cropped up since the project began. The official closing on the State loan and loan forgiveness package that funded the water portion of the project is scheduled for Wednesday, April 30th. Once everything is final, we will schedule a public dedication ceremony to celebrate the long-awaited project that should mean so much to the residents of the Purnell Street area.

PLANNING COMMISSION

The Planning Commission was scheduled to meet on Monday evening, April 7th, and will meet again on Monday, May 5th. Among other business, we are now in a position to begin the consultant selection process attached to the update of the Town’s Comprehensive Plan. Staff has met to start the ball rolling and expected to share with the Commission members for their input at the April meeting.

CHARTER REVIEW COMMISSION

The Charter Review Commission is scheduled to meet at the Train Station on Thursday, April 10th and Thursday, May 8th, both at 5 pm. The public is welcome to attend and observe.



Economic Development

March 2025 Report

April 8th, 2025

Events

March First Friday was well attended and a great start to the season. April First Friday will be Earth Day themed with a plant swap and recycled art activities. The Snow Hill Area Chamber of Commerce's 14th Annual Oyster Roast is scheduled for April 6th and the Easter Egg Hunt is scheduled for April 19th from 12pm to 2pm in Sturgis Park. We continue to plan for 2025 events.

Main Street

Downtown Snow Hill hosted their Annual Meeting Dinner on March 31st. We presented 2024 accomplishments and 2025 goals to over 40 volunteers at Elliott's Tavern. Volunteer of the Year awards went to Maibelle and Bob Lee for outstanding dedication to Downtown Snow Hill and tireless efforts towards the downtown revitalization initiative.

The Organization committee has continued working on MIP grant reporting and the 2025 application. The committee also planned the Annual Meeting Dinner.

Members of the Promotion Team discussed planning for April First Friday and additional attractions for Pearl Street during each month's event. We also discussed possible activities to occupy young children. The committee has begun issuing social media notices that all children under the age of 16 must be accompanied by adults. Finally, the team discussed planning for the upcoming Easter Egg Hunt and promotion strategy for the Vacation Raffle fundraiser.

The Design committee discussed at length murals along Bank Street and utility/trash can corrals and have relocated the lumber that will be used to build the corrals. The team voted on the renaming of the Bank Street Promenade to the "Royal Port Passage." The team also discussed downtown plants, benches and plaques. At the next meeting the team will discuss an inventory of downtown wayfarer signage and begin planning new signage.

The Economic Vitality Team discussed accomplishments and goals, an ideal business mix, property inventory, and a business starter kit with review of a draft business plan template. We also discussed the Revitalization Mixer and determined that the Fall would be the best time to host that event. The team has also re-launched the Downtown Merchant Survey.

Bank Street Promenade

The Worcester County Commissioners have approved the Public Hearing for disposal of the portions of their properties to benefit the Bank Street project. That meeting is scheduled for May 6th at 10:40 am in the Commissioner Meeting room. We met with the County and our engineers to discuss the proposed stormwater management plan, which the County preliminarily approved. The adjacent property owners along Bank Street have also agreed to let us use their existing bio-retention pond. We are now negotiating terms of a shared facilities use agreement with them. We also met with Comcast and Verizon to discuss utility burial and received cost estimates from them. Unfortunately, the CDBG program that we had intended to apply for to cover utility burial and round out funding for the project has been "postponed" for an undetermined amount of time due to uncertainties surrounding federal funding. Utility burial will be contingent on securing funding.

Civic Plus

We continue to work with Civic Plus to build out our new website and Code compliance software. They have integrated the GIS information provided by the County and are now ensuring all data integrated correctly. The Planning, Zoning and Building Official and I are scheduled to begin training in two weeks.

Fees & Fines

The fees and fines committee continued discussions related to bringing fees in align with actual costs. This included discussion of rental fees, with proposed increases based on hourly rental.

Docking Committee

I participated in the Docking Committee meeting where we discussed needed improvements to the docks and docking amenities. We also discussed proposed locations for long term, day-tip and transient docking that would meet the various needs for boaters and the Town.

Farmers Market Conference

The Communications and Promotion Coordinator and I attended the Farmers Market Conference at the USDA office in Annapolis where we learned about available resources for improving our Farmers Market and best practices from markets that have been successfully operating for decades in other jurisdictions. The Snow Hill Farmers Market returns the first Thursday of May and runs through October.

PLANNING, ZONING AND BUILDING DEPARTMENT

MONTHLY REPORT

Month March 2025

Permit App Submitted: 5
 Permits Issues: 5

Planning/Zoning	Remarks
No meeting	

Complaints	Remarks
Morris Steet	Land has drainage ditches filled in and has started to back up and cause flooding to neighbors property. Notice of violation was sent. Discussed with Bob Mitchel of County and is aware of the issue.

Review	Remarks
Plans for 503 Church Street	Signed forestry plans for subdivision of this property. County review was done and no issues noted.
Reviewed Possible Fire pit ordinance	Worked on getting out a notice in the news letter on fire safety coming up in spring
Critical Area Ordinance	Meet with consultant for the state to discuss some alterations that we are recommending for this ordinance. The state has hired a consultant to right, review and finish the ordinance for our upcoming Comprehensive plan review.
Rental Inspection	We have issued the notice to all property owners. Answered calls and created an application for us to use to handle rentals and inspection. We have received some applications already.

Historic District Commission	Reviewed 102 Collins street for Cert of Appropriateness for windows already installed. Passed and approved 106 E. Market Street reviewed for Cert of Appropriateness for installation of metal fence. Passed and approved Reviewed and passed Ruled for procedure Passed and approved.
Upcoming Plans	
Budget review	Did our final review of our budget suggestions.
Code Software System	We will be starting learning how to use the program for Code Enforcement early in april.

Major highlights of the things that are being worked on for the month listed.



Public Works

Trash- 80.9 Tons

Recycle- 1.88 Tons

Yard Waste- 1.03

Calls

Water – 1 cut off for home owner repair

Sewer – 3 Sewer blockages

Miss utility Locates 25 Total

Projects

Purnell Street Up Grade: Purnell Street has been completed, the only thing left is for the contractor to complete is the Punch list and that has been gone over with them from the Engineers and myself. I spoke with the contractor Wednesday afternoon, 4/2/2025.

He said everything should be completed by the end of the month.

Also, Public Works did Town Bulk Pick Up for the spring along with getting the parks ready for the spring and summer seasons. Randy met with Councilmember Fletcher and discussed water meters, trash collection, trash cans and sidewalks.

**Town of Snow Hill
Water & Wastewater Report
March 2025**



Water Department:

- ❖ 5,303,400 gallons of water was treated with Fluoride, Chlorine, and Polyphosphate and distributed this month.
- ❖ 27,251 gallons of water was treated with Chlorine and supplied by a separate well to Duck Inn and McDonald's area for the month.
- ❖ MDE required Water Quality Monitoring tests were performed by Town personnel.
- ❖ 2 monthly Drinking Water Coliform tests were collected by Town staff and tested by the contract lab, Ocean City Lab Services. All test results came back negative.
- ❖ Quarterly TTHM testing was completed results were below limits
- ❖ Daily checks were performed on all three of Town Community wells and Duck inn.
Non-community well serving the McDonald's/Duck Inn area. We are proudly to say that our drinking water meets the requirements of MDE and its quality is safe to drink.
- ❖ Daily Log Books, Monthly Operating Reports and test results are available for inspection at the Wastewater Treatment Facility.
- ❖ The water department flushed hydrants around town throughout the month.
- ❖ After parts and scheduling delays work at Washington St. well will begin in April

Wastewater Department:

- ❖ 6,830,600 million gallons of wastewater was treated this month.
- ❖ All Process Control and Permit compliance analysis were performed by Town operations staff.
- ❖ NPDES Permit required tests were performed by the contract lab, Ocean City Lab Services.
- ❖ 92 loads totaling 166,426 gal. of Septage were received and treated at the Wastewater Treatment Facility.
- ❖ All four lift stations were checked daily.
- ❖ Daily Logs and Monthly Operation Reports are available at the Wastewater Treatment Facility Office for inspection.
- ❖ Submitted all monthly reports and testing data to MDE
- ❖ Made repairs to bar screen sprayer system
- ❖ Had contractor start electrical inspection of entire wastewater plant and switchgear equipment
- ❖ Reported laboratory testing results for PFAS, WET, and Toxic chemical testing to MDE as required
- ❖ Contractor was able to unclog influent pump #1. Pump is operational, but will need computer programming contractor to adjust setpoints for Scada operation
- ❖ The plant was in compliance for the whole month with no violations to report

Prepared by Bobby Wilt 4/2/2025

Grants currently open: 13

1. **ARPA SLFRF** (American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds) – \$2,019,781.96. 2025 Report due 4/30/25. All funds have been spent or officially obligated. Awaiting external Federal Gov't. audit for full closure.
2. **DHCD CDBG** Market Street Sewer Lining and Repair Project - \$503,700. Project is complete, all grant funds exhausted. Awaiting audit visit and full closure by the CDBG.
3. **DHCD SRP** FY23 Legacy Grant - \$50,000. Five of eight projects are completed. One award for \$1250 was rescinded. Two approved projects have been reassigned to the FY24 grant. A new project was approved to repair potentially dangerous façade conditions (\$6,751). \$9,793.72 remain to be allocated and spent before 6/30/25.
4. **DHCD SRP** FY24 Legacy Grant - \$50,000. Six projects were initially approved. Two projects have been completed and reimbursed. Two projects have been completed and I am waiting on required documentation from the sub-awardees. One project was cancelled by the sub-awardee and funds reallocated (\$10,000). One application was denied because of outstanding water bills. Two approved FY23 projects have been assigned to this FY24 grant. \$19,774 remain to be allocated and will be announced for a new application round in April, 2025.
5. **DHCD SRP** FY25 Legacy Grant – Bank St. Promenade Project - \$150,000. For completion of phase two of the Bank Street Promenade Project
6. **DHCD CHSW** FY24 Community Placemaking Program - \$83,452. Agreement signed and submitted. Allotted to Bank St. Project.
7. **DHCD** FY24 Project Restore 2.0 - \$178,111 On hold, awaiting final decision.
8. **DNR CAC** FY25 Critical Area Grant - \$1,000 This grant was cut in half by the DNR for this fiscal year.
9. **DNR CPP** FY24 Sturgis and Byrd Park Improvements - \$62,644. All work has been completed. Awaiting DNR reimbursement.
10. **GOCCP** FY25 SAPP State Aid for Police Protection - \$41,473.
11. **MDE** (Maryland Dept of the Environment) – Purnell Street Utility and Roadway Improvements - \$360,388. Paving is completed. Minor repairs still need to be completed. Payment requests still need to be submitted to MDE.
12. **MDE** (Maryland Dept of the Environment) – Coulbourne Lane Well Backup Generator - \$190,806. This application has been resubmitted for clerical reasons to update the project.

13. **MSAC** (Maryland State Arts Council) – FY25 Arts and Entertainment
Operating Grant - \$17,453.

Grant Applications submitted: 1

MSAC (Maryland State Arts Council) – FY26 Arts and Entertainment Op. Grant

Applications in progress: 0

Grant Applications Approved: 1

DHCD CDBG FY25 Special Projects Grant – Town Comprehensive Plan Grant

Grant Applications Denied: 0

Grant reports submitted: 2

DHCD SRP FY23 Legacy Grant

DHCD SRP FY24 Legacy Grant

Grants closed: 0

Grants pending: 5

DNR CPP FY24 Sturgis Park Bathrooms

GOCCP FY26 SAPP State Aid for Police Protection - *\$formulaic* TBD

MSAC (Maryland State Arts Council) – FY26 Arts and Entertainment Op. Grant

MDE Wastewater Treatment Plant UV Upgrades project – DBF submission

MDE Coulbourn Lane Well Backup Generator – DBF *re-submission*

The DHCD CDBG Special Projects Grant application, to secure funding assistance for the Town Comprehensive Plan update, was approved. The Town will now begin the procurement process to secure bids from consulting companies to undertake the task of updating the Town's comprehensive plan. I am available for questions all week in Town Hall. Please do not hesitate to ask. I look forward to new projects to be presented by the citizens and Town Council of Snow Hill for the future benefit of our town.

Respectfully, P.N. Bessette, Grants Administrator



Snow Hill Police Department

216 W. Green Street
Snow Hill, Maryland 21863
Telephone: 410-632-2447
Fax: 410-632-9943

R. Andrew McGee
Chief of Police

"Police and Community Building Partnerships"

April 2, 2025

To: Mayor and Town Manager

From:  Chief R. Andrew McGee

Re: March Monthly Report

The Police Department has been busy with training for the month of March. Sgt Brown attended a weeklong school for Crisis Intervention Training. This training is critical for our department as we are routinely dealing with individuals who are in various stages of a mental crisis. Sgt. Brown joins two additional officers on staff who are trained for these types of calls. Sgt. Townsend recently attended and completed the FAA Part 107 Drone Pilot program. This weeklong school will allow our agency to utilize drones for Search and Rescue, Crime Scene photography and Crime Suppression. We are researching grants to cover the cost of a drone for agency use.

The final letters were mailed to residents who are not in compliance with our Abandoned Vehicle Codes. To date, we have sent out 18 letters and have gained compliance with 14 of those within the time specified. We are working with two of those to help them remove those abandoned vehicles we have identified. We expect to have 100 % compliance by the end of the month.

Our new web page is up and running. We are still working on some background information for the page and will be updating it over the next couple of months. The web page can be found at [www. Snowhillmdpolice.com](http://www.Snowhillmdpolice.com)

As warmer weather is returning, we want our residents to be mindful that children and bicycles will be out and about. Also, if you have a child in need of a helmet, please stop by the department and we will provide one to your child for free.

COMMUNICATIONS

Events by Nature Code by Agency

Agency: SHPD, Event date/Time range: 03/01/2025 00:00:00 - 03/31/2025 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
SHPD	911 HANG-UP	0	0	3	3	0%	0:08:25	0:04:01	0:02:48	0:45:44	0:15:15
	ABANDONED VEHICLE	0	8	0	8	1%	0:00:00	0:00:00	0:00:12	0:01:36	0:00:12
	ACCIDENTS VEHICLES PD	0	2	3	5	1%	0:01:51	0:06:27	0:16:39	1:44:43	0:20:57
	ALARMS BURGLAR	0	1	3	4	1%	0:01:12	0:03:30	0:06:42	0:40:54	0:10:14
	ANIMAL COMPLAINTS	0	2	1	3	0%	0:02:29	0:00:22	0:07:38	0:25:47	0:08:36
	ASSISTANCE TO EMS	0	0	4	4	1%	0:01:20	0:09:33	0:10:11	0:55:37	0:13:54
	ASSISTANCE TO FIRE DEPT	0	0	1	1	0%	0:00:06	0:00:00	0:01:46	0:01:52	0:01:52
	ASSISTANCE TO OTHER	0	7	7	14	2%	0:00:11	0:03:50	0:25:44	6:05:13	0:26:05
	ASSISTANCE TO WCSO	0	3	1	4	1%	0:00:08	0:04:04	0:15:21	1:09:41	0:17:25
	ATTEMPT TO LOCATE	0	1	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	BURGLARY	0	0	1	1	0%	0:02:19	0:17:12	0:00:09	0:19:40	0:19:40
	CHECK WELFARE	0	1	3	4	1%	0:05:18	0:09:46	0:10:14	1:08:18	0:17:05
	CIVIL COMPLAINT	0	0	1	1	0%	0:03:21	0:15:14	0:00:30	0:19:05	0:19:05
	DISABLED UNATTENDED VEHICLE	0	1	1	2	0%	0:00:02	0:00:33	0:04:37	0:09:51	0:04:56
	DISORDERLY	0	0	4	4	1%	0:01:24	0:04:58	0:12:27	1:15:16	0:18:49
	DOMESTIC COMPLAINTS	0	0	8	8	1%	0:01:42	0:04:33	0:45:56	6:57:36	0:52:12
	EMERGENCY PETITION	0	0	1	1	0%	0:03:01	0:00:00	0:00:00	1:36:48	1:36:48
	HARASSMENT	0	0	1	1	0%	0:02:32	0:07:09	0:35:06	0:44:47	0:44:47
	INFO	0	8	11	19	3%	0:04:33	0:14:15	0:25:47	9:13:39	0:29:08
	LOCKOUT	0	1	1	2	0%	0:01:09	0:04:20	0:08:47	0:23:03	0:11:32
	LOST PROPERTY	0	1	0	1	0%	0:00:00	0:00:00	0:00:05	0:00:05	0:00:05
	MENTAL SUBJECT NON EMS	0	0	3	3	0%	0:02:55	0:02:50	1:35:55	5:05:00	1:41:40
	NOISE COMPLAINT	0	0	2	2	0%	0:01:50	0:06:36	0:10:43	0:38:18	0:19:09

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avp Disp Time	Avp Resp Time	Avp Scene Time	Total Call Time	Avp Call Time
	NON TRAFFIC MILES C/IS	0	5	7	12	2%	0:29:42	0:00:00	0:40:33	11:24:03	0:57:00
	CHECKS	0	5	7	12	2%	0:29:42	0:00:00	0:40:33	11:24:03	0:57:00
	OVERDOSE POISONING	0	0	3	3	0%	0:03:17	0:02:49	0:10:08	0:48:43	0:16:14
	INGESTION	0	0	3	3	0%	0:03:17	0:02:49	0:10:08	0:48:43	0:16:14
	PAPER SERVICE	0	6	22	28	4%	0:05:51	0:06:19	0:08:13	8:08:30	0:17:27
	PATROL CHECK	0	400	0	400	63%	0:00:01	0:00:00	0:03:31	23:32:32	0:03:32
	PREMISE CHECK	0	25	0	25	4%	0:00:01	0:00:00	0:06:20	2:38:33	0:06:21
	ROADSIDE ROADWAY HAZARDS	0	2	0	2	0%	0:00:01	0:00:00	0:01:22	0:02:46	0:01:23
	SUPPLEMENTAL INVESTIGATION	0	13	0	13	2%	0:00:01	0:00:00	0:14:43	3:11:32	0:14:44
	LAW	0	13	0	13	2%	0:00:01	0:00:00	0:14:43	3:11:32	0:14:44
	SUSPICIOUS PACKAGE FOUND	0	0	1	1	0%	0:02:03	0:02:53	0:16:45	0:21:41	0:21:41
	SUSPICIOUS PERSON VEHICLE	0	7	0	7	1%	0:00:01	0:00:00	0:06:28	0:45:20	0:06:29
	TRAFFIC COMPLAINTS	0	4	3	7	1%	0:09:04	0:03:30	0:03:56	0:59:39	0:08:31
	TRAFFIC DETAIL	0	11	0	11	2%	0:00:01	0:00:00	0:10:43	1:57:57	0:10:43
	TRAFFIC STOP	0	25	0	25	4%	0:00:01	0:00:00	0:07:31	3:08:05	0:07:31
	TRAFFIC TRANSPORTATION	0	0	1	1	0%	0:00:11	0:21:42	2:22:14	2:44:07	2:44:07
	ACC	0	0	1	1	0%	0:00:11	0:21:42	2:22:14	2:44:07	2:44:07
	TRESPASSING	0	0	2	2	0%	0:01:08	0:04:39	0:04:55	0:21:24	0:10:42
	WARRANT ATTEMPT	0	1	2	3	0%	0:07:47	0:13:24	0:28:11	2:06:56	0:42:19
	WARRANT SERVICE	0	1	1	2	0%	0:00:27	0:00:00	1:08:41	2:18:15	1:09:08
	Subtotals for No Summary Code	0	536	102	638	100%	0:02:56	0:06:59	0:19:14	104:12:36	0:26:30
	Subtotals for SHPD	0	536	102	638	100%	0:02:56	0:06:59	0:19:14	104:12:36	0:26:30



SNOW HILL VOLUNTEER FIRE COMPANY, INC.

4718 Snow Hill Road • P.O. Box 83 • Snow Hill, Maryland 21863
410-632-2110 • Fax 410-632-3911

Report of Activity for the Snow Hill Vol. Fire Company

MARCH 2025

Responded to **12** Fire Related Calls

Fire Alarm:	5
Assist EMS:	2
Motor Vehicle Accidents:	2
Electrical Hazard:	2
<u>*Mutual Aid*</u>	<u>1</u>
Total:	12
Fire Calls 2025 YTD:	59

<u>EMS Calls:</u>	
March 2025:	85
EMS Calls 2025 YTD:	283

***Mutual Aid responses:**

Girdletree – Residential Structure Fire – (1)

Respectfully submitted,

Michael Creech
Fire Chief

Snow Hill High School

MaryAnn Rutzler – Student Representative

Snow Hill Town Council

March/April News

Winter Sports

Senior Spring Athletes will be recognized these upcoming months as their high school athletic careers are coming to a fast close.

Baseball and Softball games, track meets, tennis matches have all begun!

Congratulations to Marrah and Justin for being named Bayside Scholar Athletes 2025.

Annual Basket Bingo hosted by our baseball team was a big success – thank you to everyone that came out to play bingo and or donated – we are very grateful.

Be sure to catch a game, meet, and or match – supporting our EAGLES!

Counseling Office and Career Counselor are working hand in hand with our seniors as deadlines approach for college and trade school scholarships.

The Prom “An Enchanting Evening” will take place Saturday April 12th at the SH Fire Department

Prom Court the following seniors have been selected to represent the class, voting for king and queen will take place this week.

Kendal Brittingham

Omari Bratten

Abigail Gaskill

Damrakus Johnson

MaryAnn Rutzler

Dominic Kuipers

Ella Schoesser

Ryan Portell

After-Prom Committee a dedicated group of parents are meeting and gathering prizes and making plans for a fun safe alternative after the dance. Please consider helping our students to have a memorable After-Prom! A copy of the donation letter is attached. Thank you to Oaked and Eastern Shore Lanes that hosted fundraisers for the After-Prom Committee.

Theater/Chorus/Arts

Rodgers and Hammerstein's Cinderella – thank you to all the support of local businesses and the community for coming out to see the production

District Choral Festival – SHHS Chorus attended Friday March 14th, North Dorchester HS

All-Shore Chorus – Seniors Morganne L, and MaryAnn R., Junior Alex T., and Sophomore Caroline V. will represent SHHS on Friday, April 11th at Queen Anne's County HS

All-Shore Band – Junior Alex T, will represent SHHS

Art League of OC: Manga & Anime Youth Art Show

1st Place Daisy H. 2nd Place Olha B.
Honorable Mention Sierra M.

We celebrated National Neurodiversity Week

(March 17 – March 21)

Monday	Passion/Interest Day
Tuesday	Sensory Friendly Day
Wednesday	Neurodiversity Color Day
Thursday	Strength Superhero Day
Friday	World Down Syndrome Rock Your Socks Day

Worcester County Public Schools 50th Annual Media Expo Snow Hill High School hosted on Thursday, March 20th.

National Honor Society will be going to NYC April 26-28. The students are currently raising funds for the trip; please consider donating via check sent to NHS SHHS. Thank you.

FAST Event (Family & Students Together) April 29; 4-6pm
teachers/administration will welcome parents and families to enjoy baseball & softball games, tie dye, snow cones, games, & fun.

Maryland Literacy Association Young Authors Contest
Congratulations to Seryna W. who earned First Place for her story "Girl in the backseat".

Registration Open Worcester County STATT Camp (Skilled Trades, Agriculture, Tourism, & Technology) – 2 week and 4-week program held at Worcester Tech exploring careers in firefighting, welding, agriculture, culinary, 3d printing and so much more.

Xtreme Hip Hop Program free sessions open to all of SH community members was a success be on the lookout for more programs

Biology Students visited Chesapeake College medical career simulation labs.

Students in conjunction with the Lower Shore Land Trust assisted in rebuilding pollinator habitats locally.

Several students took part in visiting Pohanka to have hands on learning in their classrooms.

Man the Shore Pre-Summit at UMES – uplift and inspire young black males on their journey to leadership and education.



First Reading: March 11, 2025

Second Reading April 8, 2025

ORDINANCE NO. 2025- 04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF SNOW HILL (THE "TOWN") TO AUTHORIZE, APPROVE, AND RATIFY THE PRIOR ISSUANCE AND SALE OF THE \$302,442 GENERAL OBLIGATION BOND ISSUED BY THE TOWN, UPON ITS FULL FAITH AND CREDIT, ON OCTOBER 20, 2015; AND TO AUTHORIZE, APPROVE, AND RATIFY THE LOAN AGREEMENT BY AND BETWEEN THE TOWN AND THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION, DATED AS OF OCTOBER 20, 2015.

RECITALS

WHEREAS, the Mayor and Council of Snow Hill, a municipal corporation of the State of Maryland (the "Town"), is authorized and empowered by Sections 19-301, *et seq.* of the Local Government Article of the Annotated Code of Maryland (the "Enabling Act"), and Section 20 (28) and Section 58 of the Charter of the Town of Snow Hill (the "Charter"), to borrow money for any public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, on August 17, 2015, the Town adopted Resolution No. 2015-05 (the "Resolution") to authorize the issuance and sale of a bond in the maximum principal amount not to exceed \$302,442, to be known as the "Mayor and Council of Snow Hill Water Quality Bond,

Series 2015” (the “2015 Bond”), for the purpose of funding necessary improvements to the Town’s wastewater treatment system; and

WHEREAS, the Resolution authorized the Town to sell the 2015 Bond to the Maryland Water Quality Financing Administration, now known as the Maryland Water Infrastructure Financing Administration (the “Administration”); and

WHEREAS, on October 20, 2015, the 2015 Bond was issued and sold to the Administration by a private (negotiated) sale pursuant to a Loan Agreement, by and between the Town and the Administration, dated as of October 20, 2015 (the “2015 Loan Agreement”); and

WHEREAS, the Town has determined that Section 58 of the Charter requires the Town to adopt an Ordinance ratifying and approving, (1) the issuance and sale of the 2015 Bond, and (2) the obligations of the Town under the 2015 Loan Agreement.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF SNOW HILL, THAT:

Section 1. The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in this Ordinance and not otherwise defined in the Sections of this Ordinance shall have the meanings given to such terms in the Recitals.

Section 2. The Town hereby authorizes, approves, and ratifies the prior issuance and sale of the 2015 Bond, sold by a private (negotiated) sale to the Administration on October 20, 2015. The repayment of principal and interest on the 2015 Bond is evidenced by the 2015 Loan Agreement. The execution and delivery of the 2015 Loan Agreement by the Town’s Authorized Officer (as defined in the Resolution) is hereby ratified and approved in all respects by the Town. The terms of the 2015 Bond, the 2015 Loan Agreement, and certain other provisions related to the

issuance of the 2015 Bond are hereby ratified and approved by the Town through the incorporation of the Resolution attached hereto as Exhibit A within and as a part of this Ordinance.

Section 3. This Ordinance shall become effective at the expiration of 20 calendar days following its enactment.

INTRODUCED at a meeting of the Council of Snow Hill, Maryland held on March 11, 2025.

ADOPTED AND PASSED, by the required vote of the elected membership of the Council and approved by the Mayor at its meeting held on April 8, 2025.

ATTEST:

RICHARD POLLITT, Town Manager

JANET SIMPSON, Mayor

Approved as to form:

AARON W. LUMPKINS, Central District Council Person

MAUREEN HOWARTH
Ayres, Jenkins, Gordy & Almand, P.A.
Office of Town Solicitor

EDWARD S. LEE, Eastern District Council Person

MARGARET ANN FLETCHER,
Western District Council Person

Exhibit A to Ordinance

Resolution 2015-05

(See attached)

A pre-bid conference will be held on Wednesday, April 2, 2025, at 10:30am on site at the Ocean Pines Library, located at 11107 Cathell Road, Berlin Md. 21811. The last day to submit questions will be Wednesday, April 9, 2025, at 12:00pm. Sealed Bid Documents are due no later than Thursday, April 17, 2025, at 2:30pm, and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Bid Documents will not be accepted.

Envelopes shall be marked " Bid Solicitation – Ocean Pines Library - Parking Lot Paving", in the lower left-hand corner.

Minority vendors are encouraged to compete for the award of solicitation.

Nicholas W. Rice,
CPPO, CPPB, NIGP-CPP
Procurement Officer
Worcester County, Maryland
OCD-3/27/1t

BID SOLICITATION

Parking Lot Expansion- Snow Hill – Commission on Aging

Worcester County is seeking Bids from qualified Vendors to contract for a parking lot expansion of the Snow Hill Commission on Aging parking lot, located at 4767 Snow Hill Road, Snow Hill, MD, 21863 in conformity with the requirements contained herein Bid Documents.

Bid Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at nrice@co.worcester.md.us or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's website. Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Bid Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Bid Documents.

A pre-bid conference will be held on Wednesday, April 2, 2025, at 1:30pm on site, at the Snow Hill Commission on Aging parking lot, located at 4767 Snow Hill Road, Snow Hill MD, 21863. The last day to submit questions will be Wednesday, April 9, 2025, at 12:00pm. Sealed Bid Documents are due no later than Thursday, April 17, 2025, at 2:30pm, and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Bid Documents will not be accepted.

Envelopes shall be marked " Bid Solicitation – Parking Lot Expansion- Snow Hill – Commission on Aging", in the lower left-hand corner.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice,
CPPO, CPPB, NIGP-CPP
Procurement Officer
Worcester County, Maryland
OCD-3/27/1t



**MAYOR AND COUNCIL OF SNOW HILL
NOTICE OF PROPOSED LEGISLATION
ORDINANCE 2025-04**

NOTICE is hereby given by the Mayor and Council of Snow Hill that Ordinance 2025-04 was introduced for first reading at a regular meeting on March 11, 2025. A fair summary of the ordinance is as follows: An Ordinance of the Mayor and Council of Snow Hill (the "Town") to authorize, approve, and ratify the prior issuance and sale of the \$302,442 general obligation bond issued by the Town, upon its full faith and credit, on October 20, 2015; And to authorize, approve, and ratify the loan agreement by and between the Town and the Maryland Water Quality Financing Administration, dated as of October 20, 2015. The second reading will take place on April 8, 2025 at the regular Town Hall meeting. A complete text of the ordinance is available for review at Town Hall, 103 Bank Street, Snow Hill, MD 21863.

OCD-3/27/1t

REENA J. PATEL ESQ.
LAW OFFICE OF
MARIANNA BATIE
1321 MOUNT HERMON RD.,
STE. B
SALISBURY, MD 21804-5303

**NOTICE OF APPOINTMENT
NOTICE TO CREDITORS
NOTICE TO UNKNOWN HEIRS
Estate No. 20542
TO ALL PERSONS INTERESTED
IN THE ESTATE OF
ROBERT ELLSWORTH
JOHNSON**

Notice is given that Sharon Atherton, 7 Misty Shore Dr., Berlin, MD 21811-2714, was on March 18, 2025 appointed Personal Representative of the estate of Robert Ellsworth Johnson who died on January 13, 2025, with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 18th day of September, 2025.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

- (1) Six months from the date of the decedent's death; or
- (2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

Sharon Atherton
Personal Representative
True Test Copy
Terri Westcott
Register of Wills for
Worcester County
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074
Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 28, 2025 OCD-3/27/3t

**JOHN F. ROBBERT ESQ.
CHESAPEAKE LEGAL COUNSEL LLC
29 ATLANTIC AVE., STE. H
OCEAN VIEW, DE 19970-9155
SMALL ESTATE
NOTICE OF APPOINTMENT
NOTICE TO CREDITORS
NOTICE TO UNKNOWN HEIRS
ESTATE NO. 20576
TO ALL PERSONS INTERESTED
IN THE ESTATE OF
RONALD W. MICHAUD**

Notice is given that Heather Michaud, 13524 Nantucket Ct., Ocean City, MD 21842-6010, was on March 24, 2025 appointed personal representative of the small estate of Ronald W. Michaud who died on February 13, 2025, with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment shall file their objections with the Register of Wills within 30 days after the date of publication of this Notice. All persons having an objection to the probate of the will shall file their objections with the Register of Wills within six months after the date of publication of this Notice.

All persons having claims against the decedent must serve their claims on the undersigned personal representative or file them with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

- (1) Six months from the date of the decedent's death; or
- (2) Thirty days after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claim within thirty days from the mailing or other delivery of the notice. Any claim not served or filed within that time, or

any extension provided by law, is unenforceable thereafter.

Heather Michaud
Personal Representative
True Test Copy
Register of Wills for
Worcester County
Terri Westcott
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074
Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 27, 2025 OCD-3/27/1t



**TOWN OF OCEAN CITY
ORDINANCE
2025-11**

RE: Profane, Obscene, Sexually Explicit and Vulgar Merchandise and Materials on Display throughout Town

Notice is hereby given by the Mayor and City Council of Ocean City, that Ordinance 2025-11 was introduced for first reading at their meeting of March 17, 2025. Second reading is scheduled April 7, 2025. A complete text of the ordinance is available for review in the Office of the City Clerk, City Hall 3rd Street and Baltimore Avenue, Ocean City, MD 21842, or online at oceancitymd.gov in the March 17, 2025, agenda packet. This ordinance adopts regulations for profane, obscene, sexually explicit and vulgar merchandise and materials forward-facing businesses throughout the Town, including fronting on Atlantic Avenue (Boardwalk).

OCD-3/27/1t



**TOWN OF OCEAN CITY
ORDINANCE
2025-12**

RE: Bond Proceed Realignment

Notice is hereby given by the Mayor and City Council of Ocean City, that Ordinance 2025-12 was introduced for first reading at their meeting of March 17, 2025. Second reading is scheduled April 7, 2025. A complete text of the ordinance is available for review in the Office of the City Clerk, City Hall 3rd Street and Baltimore Avenue, Ocean City, MD 21842, or online at oceancitymd.gov in the March 17, 2025, agenda packet. This ordinance transfers bond proceeds from the Baltimore Avenue project to the Town's annual street paving program.

OCD-3/27/1t

Flag Publications, Inc.
Certificate of Publication

NOTICE OF PROPOSED LEGISLATION

ORDINANCE 2025-04

This is to certify that the attached has been published in the *Ocean City Digest*, a weekly paper of general circulation in Worcester County published in Ocean City, Maryland on the following dates:

Date: MARCH 27, 2025

Signed:



Date: MARCH 27, 2025

OCEAN CITY DIGEST
11934 Ocean Gateway, Suite 6
Ocean City, Maryland 21842



MAYOR AND COUNCIL OF SNOW HILL

RESOLUTION NO. 2015-05

**MAYOR AND COUNCIL OF SNOW HILL
WATER QUALITY BOND, SERIES 2015**

RESOLUTION OF THE MAYOR AND COUNCIL OF SNOW HILL, (THE "TOWN"), A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND IN THE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$302,442, TO BE KNOWN AS "MAYOR AND COUNCIL OF SNOW HILL WATER QUALITY BOND, SERIES 2015" (THE "BOND") TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 9-801 THROUGH 9-814 AND SECTIONS 9-1601 THROUGH 9-1622 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING FUNDS NECESSARY FOR IMPROVEMENTS TO THE TOWN'S WASTEWATER TREATMENT SYSTEM, INCLUDING, WITHOUT LIMITATION, UPGRADES OF THE SNOW HILL SEWER LINES AND LATERALS, AND PAYING THE COSTS OF ISSUING THE BOND; PROVIDING THAT THE BOND SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE TOWN; PROVIDING FOR THE PRIVATE (NEGOTIATED) SALE OF THE BOND TO THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION (THE "ADMINISTRATION") AND APPROVING A LOAN AGREEMENT WITH THE ADMINISTRATION; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BOND AND FOR THE LEVYING OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE TOWN FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND AS THEY SHALL RESPECTIVELY MATURE; PROVIDING FOR PAYMENT OF ANNUAL ADMINISTRATIVE FEES TO THE ADMINISTRATION; PROVIDING FOR THE FORM, TENOR, DENOMINATION, MATURITY DATE AND OTHER PROVISIONS OF THE BOND; AND PROVIDING FOR RELATED PURPOSES, INCLUDING THE METHOD OF FIXING THE PRINCIPAL OF AND THE INTEREST RATE TO BE BORNE BY THE BOND.

RECITALS

Mayor and Council of Snow Hill (the "Town") is a municipal corporation of the State of Maryland organized and operating under a charter (the "Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and Article 23A, as recodified in the Local Government Article of the Annotated Code of Maryland, as amended.

Section 9-801 through Section 9-814 of the Environment Article of the Annotated Code of Maryland, as amended (the "Sewerage Facilities Bond Act") empowers every municipal corporation to, by resolution, authorize the issuance of bonds to finance, wholly or partly, the cost of the development of any sewerage facility. In the determination of the cost, the governing body may include: (1) actual and estimated costs of issuing the bonds; (2) engineering expenses; (3) inspection expenses; (4) fiscal expenses; (5) legal expenses; and (6) interest estimated to accrue, during construction and for 6 months after construction, on money borrowed or expected to be borrowed under the Sewerage Facilities Bond Act. The resolution may be adopted at the meeting at which the resolution is introduced, may be adopted by a majority of all members of the governing body who are in office when the resolution is introduced, and will be effective immediately upon adoption.

Pursuant to and in accordance with the Maryland Water Quality Financing Administration Act, Sections 9-1601 to 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "MWQFA Act"), the Maryland Water Quality Financing Administration (the "Administration") is authorized to use moneys in the Maryland Water Quality Revolving Loan Fund (the "Fund") to make loans to "local governments" (as defined in the MWQFA Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" (as defined in the MWQFA Act). The Town is a "local government" as defined in the MWQFA Act.

Section 9-1606 of the MWQFA Act provides as follows:

"§9-1606 Loans.

(a) *Loan agreement.* A loan made by the Administration shall be evidenced by a loan agreement. Loans made from the Water Quality Fund, except for loans made in accordance with § 9-1605(d)(9) of this subtitle, shall be subject to the provisions of § 9-1605(d)(1) of this subtitle. Loans made from the Drinking Water Loan Fund, except for loans made in accordance with § 9-1605.1(d)(10) of this subtitle, shall be subject to the provisions of § 9-1605.1(d)(1) of this subtitle.

Subject to the provisions of any applicable bond resolution, the Administration may consent to the modification, with respect to rate of interest, time of payment of any installment of principal or interest, security, or any other term of any loan agreement or loan obligation. In connection with any security received by or owned by the Administration, including any loan obligations, the Administration may commence any action to protect or enforce the rights conferred upon it by any law or loan agreement or loan obligation.

(b) Issue and sale of loan obligations by borrower. Notwithstanding any other provision of public general or public local law, charter, or ordinance, a borrower may issue and sell loan obligations to the Administration:

(1) At private sale, without public bidding;

(2) Without regard to any limitations on the denomination of such obligations; and

(3) At any interest rate or cost or at any price that the borrower considers necessary or desirable.

(c) Payment of fees or charges by borrower. A borrower may pay any fees or charges necessary to enable the Administration to sell its bonds, including any fees for the insurance of its loan obligations or bonds of the Administration, or to provide any other guarantee, credit enhancement, or additional security for any such loan obligations or bonds.

(d) Pledge of moneys borrower is entitled to receive from State. Notwithstanding any other provision of public general or public local law, charter, or ordinance, a borrower may agree with the Administration to pledge any moneys that the borrower is entitled to receive from the State, including the borrower's share of the State income tax, to secure its obligations under a loan agreement. The State Comptroller and the State Treasurer shall cause any moneys withheld under such a pledge to be paid to, or applied at the direction of, the Administration.

(e) *Loan obligation cancelable only upon repayment in full.* Each loan agreement shall contain a provision whereby the borrower acknowledges and agrees that the borrower's loan obligation is cancelable only upon repayment in full and that neither the Administration, the Secretary, nor the Board is authorized to forgive the repayment of all or any portion of the loan, except for loans to disadvantaged communities, pursuant to the federal Safe Drinking Water Act, and loans made in accordance with §§ 9-1605(d)(9) and 9-1605.1(d)(10) of this subtitle.

(f) *Default on loan obligation.* In the event of a default on a loan obligation by a borrower other than a local government, the Administration may place a lien against property of the borrower securing the loan which, subject to the tax liens of the federal, State, and local governments, shall have the same priority and status as a lien of the State for unpaid taxes under §§ 14-804 and 14-805 of the Tax - Property Article. The Administration may exercise the same rights and powers in enforcing such lien and collecting funds for the payment of amounts in default under the loan obligation as the State may exercise in collecting unpaid taxes under Title 14, Subtitle 8 of the Tax - Property Article."

Pursuant to the authority of the Sewerage Facilities Bond Act and the MWQFA Act, the Town has determined to issue its general obligation bond in the maximum principal amount not to exceed \$302,442 (or such lesser principal amount as may be determined by the Mayor and the Administration in accordance with Section 2(d) below), to be known as "Mayor and Council of Snow Hill Water Quality Bond" (the "Bond") and to be designated by the year in which the Bond is issued and to participate thereby in the Administration's Revolving Loan Fund Program, for the purpose of providing funds necessary for (1) upgrades to the Town's wastewater treatment system, including the design and construction of sewer line replacements and associated manholes, valves and appurtenances along a portion of Martin Street between Bay and Collins Street (the "Project") and (2) the payment of costs of issuance of the Bond and other related costs.

The Project is a "wastewater facility" within the meaning of the MWQFA Act.

It is the intention of the Town by this Resolution to provide for the issuance and

sale of the aforementioned bond and the obtaining of a loan from the Fund administered by the Administration (the "Loan").

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF SNOW HILL THAT:

Section 1. Definitions.

All terms used herein with an initial capital letter and defined in the Recitals hereof and not otherwise defined herein shall have the meanings given such terms in the Recitals hereof, unless the context clearly indicates a contrary meaning.

Section 2. Authorization, Terms, Form of Bond.

(a) The Town shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit a general obligation bond in the maximum principal amount not to exceed \$302,442 (or such lesser principal amount as may be determined by the Administration in accordance with Section 2(d) below), to be issued pursuant to the authority of the Sewerage Facilities Bond Act and the MWQFA Act, to be known as "Mayor and Council of Snow Hill Water Quality Bond, Series 2015" (the "Bond"). If the Bond is not issued in 2015, it will be redesignated to indicate the year in which it is issued. The proceeds from the sale of the Bond shall be used for the purpose of providing funds necessary for the Project and the payment of costs of issuance of the Bond and other related costs.

(b) The Bond shall be issued as a single fully registered bond in the maximum principal amount not to exceed \$302,442 (or such lesser principal amount as may be determined by the Administration in accordance with Section 2(d) below), payable to the registered owner thereof. The Bond shall be issued in such amount or such lesser amount as determined by the Mayor of the Town (the "Mayor"), which shall be the amount of the Loan (hereinafter defined) to be financed from the Fund. The date of issue of the Bond shall be the date of execution and delivery of the Loan Agreement (hereinafter defined) by and between the Town and the Administration (the "Closing Date"), and the Bond shall be dated as of the date of issue.

(c) The Loan which is evidenced by the Bond shall be further evidenced by a Loan Agreement dated as of the Closing Date between the Town and the Administration (the "Loan Agreement"). The Loan Agreement shall be in substantially the form of the Loan Agreement attached hereto as Exhibit A and made a part hereof, and such form is hereby approved as to form and content. Without limiting the generality of the foregoing, the Town shall also pay to the Administration the annual

Administrative Fee (as defined in the Loan Agreement).

(d) (i) The Bond shall be in substantially the form set forth in Exhibit F attached to the Loan Agreement which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Town as and for the form of obligation to be incurred by the Town and such covenants and conditions are hereby made binding upon the Town, including the promise to pay therein contained.

(ii) The principal amount of the Bond shall be payable in 20 consecutive annual installments beginning on February 1, 2016 and on each February 1 thereafter to and including February 1, 2035. The Bond shall mature on February 1, 2035 and the outstanding principal of the Bond and all accrued and unpaid interest thereon shall be due on such date. The amount of the 20 principal installments shall equal the annual principal payment amounts necessary to amortize the remaining aggregate principal amount of the Bond on a level debt service basis over a 20 year term, as determined by the Administration.

(iii) Notwithstanding the foregoing, the installments payable on the Bond shall be reamortized and reduced in accordance with the Loan Agreement and the Bond in the event that the total amount of the Loan advanced to the Town is less than the principal amount of the Bond as originally issued, so long as neither the amount of any annual principal installment payable on the Bond nor the interest rate thereon is increased.

(e) The Bond shall be numbered R-1; shall be initially registered in the name of the Administration; shall be dated the Closing Date, bear interest on amounts advanced and outstanding under the Loan Agreement at an annual rate of interest equal to 25% of the average of the Bond Buyer 11-Bond Index for the calendar month preceding the Closing Date, payable semiannually in arrears on February 1 and August 1 in each year, commencing on the first of such dates which follows the Closing Date. The Town hereby determines that the rate or rates of interest on the Bond established as contemplated by this subsection are necessary, desirable and in the best interests of the Town.

(f) In connection with the issuance of the Bond, the Town shall execute and deliver additional documents, agreements, instruments and certificates (which, together with the Loan Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such form and shall contain such terms and conditions as shall be approved by the Mayor, his execution of the Program Documents to be conclusive evidence of his approval thereof.

(g) Because this Resolution is being adopted before the complete details of the Loan to be made by the Administration to the Town from the Fund have been finalized, the Mayor is hereby authorized to determine the final principal amount of the Bond (in an amount not to exceed \$302,442), to adjust the dates of the principal payments for the Bond and to make such changes to the form of the Bond and any of the Program Documents, including insertions therein or additions or deletions thereto, as may be necessary to conform the terms of the Bond and the Program Documents to the terms of the Loan to be made to the Town from the Fund, his execution thereof to be conclusive evidence of his approval of the form and substance thereof.

Section 3. Execution; Amendment.

(a) The Bond and the Program Documents shall be executed on behalf of the Town by the manual signature of the Mayor, and the seal of the Town shall be affixed thereto and attested by the manual signature of the Town Manager. If any officer whose signature shall appear on the Bond or the Program Documents shall cease to be such officer before the delivery of the Bond or the Program Documents, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Mayor is hereby authorized, empowered and directed to complete the applicable form of the Bond and the Program Documents and to make corrections or changes thereto in any manner which the Mayor, in his discretion, shall deem necessary to complete the issuance and sale of the Bond and the execution and delivery of the Program Documents, all as may be in the best interest of the Town. The execution of the Bond and the Program Documents by the Mayor shall be conclusive evidence of his approval of the form and substance thereof.

(b) The Mayor and the Town Manager are expressly authorized to execute and deliver from time to time (1) such amendments to the Bond, the Loan Agreement and the other Program Documents as shall be deemed necessary or appropriate by such officers to cure any defect or ambiguity in the Bond, the Loan Agreement or such other Program Documents, to add any provision thereto beneficial to the Town or to comply with Administration practices and policies from time to time, and (2) such amendments to the Bond (or a new Bond or Bonds in replacement thereof) in accordance with the Loan Agreement and the Bond as shall be necessary to provide for the reamortization and reduction of the principal installments due thereunder in the event that the total amount advanced thereunder shall be less than the maximum aggregate principal amount of the Bond, so long as neither the amount of any principal installment under the Bond in any year, nor the interest rate thereon shall be increased.

(c) The Mayor, the Town Manager and other officials of the Town are hereby authorized and empowered to do all such acts and things and to execute, acknowledge,

seal and deliver such documents and certificates, as the Mayor may determine to be necessary to carry out and comply with the provisions of this Resolution, subject to the limitations set forth in the MWQFA Act, the Charter, the Sewerage Facilities Bond Act and this Resolution.

Section 4. Prepayment and Redemption.

The Bond will be subject to prepayment and redemption to the extent provided and subject to the requirements and limitations set forth in the Loan Agreement.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bond.

In case the Bond shall become mutilated or be destroyed, lost or stolen, the Town may cause to be executed and delivered a new Bond of like date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the registered owner thereof paying the reasonable expenses and charges of the Town in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the registered owner thereof filing with the Town evidence satisfactory to it that such Bond was destroyed, lost or stolen and evidence of the registered owner's ownership thereof, and furnishing the Town with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen shall constitute an original contractual obligation on the part of the Town under this Resolution whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be entitled to the benefit of this Resolution, in the manner and to the extent provided herein.

Section 6. Use of Proceeds.

(a) The proceeds of the Bond shall be disbursed by the Administration to the Town pursuant to the provisions of the Loan Agreement to pay, or to reimburse the Town for payment of, eligible Project costs (as permitted by the Loan Agreement).

(b) After the Project has been completed and all eligible project costs in connection therewith have been paid, any balance of the proceeds of the Loan held by the Administration under the Agreement may be applied to reduce the amount of the Loan as provided in the Loan Agreement.

Section 7. Covenants.

The Town covenants with and for the benefit of the registered owner from time to time of the Bond, that so long as the Bond or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Town will duly and punctually pay, or cause to be paid, to the registered owner of the Bond the principal of the Bond and interest accruing thereon, at the dates and places and in the manner mentioned in the Bond, according to the true intent and meaning thereof.

(b) The principal of and interest on the Bond will be payable in the first instance from revenues received by the Town from the operation of the wastewater system serving the Town, including fees for use of or connection to such system. In the event such moneys are insufficient in any fiscal year to provide for the prompt payment, when due, of the principal of and interest on the Bond, the Town shall levy or cause to be levied, for each and every fiscal year during which the Bond may be outstanding, ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on the Bond payable in each such fiscal year and, in the event the proceeds from the collection of the taxes so levied may prove inadequate for such purposes in any fiscal year, additional taxes shall be levied in the subsequent fiscal year to make up any deficiency. The full faith and credit and the unlimited taxing power of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bond as the same become due.

Section 8. Resolution a Contract.

The provisions of this Resolution shall constitute a contract with the purchaser and registered owner from time to time of the Bond, and this Resolution shall not be repealed, modified or altered while the Bond or any portion thereof remains outstanding and unpaid without the consent of the registered owner of the Bond.

Section 9. Pledge of Local Government Payments.

As contemplated and authorized by Section 9-1606(d) of the MWQFA Act, as amended, the Town hereby pledges and grants a security interest to the Administration, in and to the Town's share of any and all income tax revenues collected by the State of Maryland (the "State") from time to time that would otherwise be payable to the Town, and, to the maximum extent permitted by law, any and all other tax revenues, grants

and other moneys that the Town is or may from time to time be entitled to receive from the State, or that may be due from the State, or from any department, agency or instrumentality of the State, to the Town, all as set forth in the Loan Agreement.

Section 10. Purchase Price of Bond.

The Bond shall be sold to the Administration for cash at a price of 100% of the principal amount thereof in accordance with the terms and provisions of this Resolution. As noted above, the proceeds from the sale of the Bond shall be the Loan from the Fund made by the Administration, which shall be disbursed to the Town as provided in the Loan Agreement.

Section 11. Sale of Bond.

Notwithstanding Section 9-808 of the Sewerage Facilities Bond Act, the Bond shall be sold to the Administration at private sale, as authorized by Section 9-1606(b) of the MWQFA Act.

Section 12. Actions.

The officers and employees of the Town are hereby authorized and directed to do all acts and things required of them by the provisions of this Resolution, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bond, the Program Documents and this Resolution and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purposes of this Resolution, the Bond and the Program Documents.

The Town Manager shall act as registrar for the Bond and shall maintain registration books for the registration and registration of transfer of the Bond. No security or bonds shall be required of the Town Manager in the performance of the duties of registrar for the Bond. In the event the Town Manager is unwilling or unable to continue to act as registrar of the Bond or the Administration requests that a different registrar be appointed, the Mayor is hereby authorized to appoint a registrar for the Bond acceptable to the Administration.

Section 13. Effective Date.

This Resolution shall become effective immediately upon approval by the Mayor.

Approved by the Mayor and Town Council of the Town of Snow Hill during its regular Council meeting on this 11th day of August 2015.

Passed this 11 day of August, 2015.

Attested by:

Jenny Hall
Central District Council Person

Alison Cook
Alison Cook
Eastern District Council Person

Michael Pruitt
Michael Pruitt
Western District Council Person

Approved this 17 day of August 2015.

Attest:

Kelly C. Pruitt
Kelly C. Pruitt
Town Manager

John Charles Dorman
John Charles Dorman
Mayor

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

By and Between

**MARYLAND WATER QUALITY
FINANCING ADMINISTRATION**

and

"Insert Name of Entity"

Dated as of , 2015

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LOAN AGREEMENT

THIS LOAN AGREEMENT, made this _____ day of _____, 2015 between the Maryland Water Quality Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and "Insert Name of Entity", a _____ of the State (the "Borrower").

RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "wastewater facility" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. **Definitions.** Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Act" means the Maryland Water Quality Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

"Administration" means the Maryland Water Quality Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

"Administrative Fee" means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

"Agreement" means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

"Application" means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

"Authorized Officer" means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document.

"Board" means the Board of Public Works of the State.

"Bonds" means any series of revenue bonds issued by the Administration under the Act.

"Borrower" means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

"Business Day" means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

"Change Orders" means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

"Clean Water Act" means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. 1251 et seq., and rules and regulations promulgated thereunder.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

"Department" means the Maryland Department of the Environment, and its successors.

"Director" means the Director of the Administration.

"Eligible Project Costs" means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

"EPA" means the United States Environmental Protection Agency, and its successors.

"Event of Default" means any occurrence or event specified in Section 4.01 hereof.

"Fiscal Year" means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

"Fund" means the Maryland Water Quality Revolving Loan Fund.

"Governmental Authority" means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

"Independent Counsel" means any attorney or attorneys duly admitted to practice law before the highest court of any state who have regularly engaged in the practice of law as their primary occupation for at least five years. Independent Counsel may also serve as Bond Counsel if it qualifies as Bond Counsel.

"Independent Public Accountant" means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and in fact independent.

"Loan" means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

"Loan Closing Date" means the date on which the Note is executed and delivered to the Administration.

"Loan Commitment" means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

"Loan Year" means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

"Note" means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

"Plans and Specifications" means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

"Project" means the project or projects of the Borrower described in Exhibit B to this Agreement.

"Project Budget" means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

"Related Financing" means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

"Requirement" means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System ("NPDES") permit or in a construction permit issued by the Department.

"State" means the State of Maryland.

"Trustee" means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms "agree" and "agreement" shall include and mean "covenant", and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a "local government" as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the

ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended;

and (C) all applicable provisions of *Subtitle 7B*; "Priority Funding Areas" of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration. Except as provided in Section 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) fully executed counterparts of this Agreement, the Note;

(iii) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(iv) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement as of such date;

(v) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which

it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be

loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement,

in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(l) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(l).

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration's ability to make such advances may be adversely affected by events or circumstances beyond the Administration's control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. (a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. In no event shall the Administration be obligated to advance to the Borrower any amount so long as any Default or Event of Default under this Agreement shall have occurred and be continuing. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

- (i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;
- (ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;
- (iii) copies of all building permits, if any, pertaining to the Project;
- (iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;
- (v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and
- (vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

Section 3.04. (a) Amounts Payable. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition,

the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an "Administrative Fee Payment Date"), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be the (A) Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan) the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for a loan with a term of twenty years or more for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 21, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{21} = \$11,904.76$$

(iii) In prescribing the Administrative Fee for a loan with a term of less than twenty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be

within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: The Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by 20. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$4,000,000 and the Percentage Rate were 5%, the Administrative Fee to be paid each year would equal:

$$\frac{\$4,000,000 \times .05}{20} = \$10,000.00$$

(iv) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment. (a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the

State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement, or to be otherwise disposed of by the Administration in accordance with this Agreement.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may, by a notice in writing delivered to the Borrower, reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is

not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions. Such notice shall specify the reason for and the amount of the reduction.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. **Events of Default.** If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;
- (b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;
- (c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;
- (d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or
- (e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors .

Section 4.02. **Notice of Default.** The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such

time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Quality Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement nor any act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the date of the Administration's execution.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

WITNESS:

MARYLAND WATER QUALITY FINANCING
ADMINISTRATION

(insert name)
(insert title)

Jag Khuman
Director

(SEAL)

ATTEST:

BORROWER: _____

Name:
Title:

By: _____
Name:
Title:

Approved for form and legal sufficiency

Approved for form and legal sufficiency

this ____ day of _____, 2015

this ____ day of _____, 2015

Local Attorney for
Borrower

George A. Kohutiak
Assistant Attorney General



Town of Snow Hill, Maryland

Ordinance 2025-07

AN ORDINANCE OF THE TOWN OF SNOW HILL APPROVING AND ADOPTING THE BUDGET AND THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR (FY) 2026 THAT INCLUDES ALL REVENUES AND EXPENDITURES FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026, AND APPROPRIATING SAID FUNDS IN SAID BUDGET AND ESTABLISHING THE LEVY FOR SAID FISCAL YEAR.

WHEREAS, pursuant to the Annotated Code of Maryland, Local Government Article, Section 5-202, the Mayor and Council of Snow Hill may adopt ordinances to: (1) assure the good government of the municipality; and (2) protect and preserve the municipality's rights, property, and privileges; and

WHEREAS, pursuant to Town Charter Section 20(23), the Council is expressly empowered to have general management and control of the finances of the Town; and

WHEREAS, in accordance with Town Charter Section 45, the budget shall be prepared and adopted in the form of an ordinance and as required, a public hearing was held on the budget on April 29, 2025.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF SNOW HILL, THAT:

Section 1. The Budget and the Capital Improvement Program attached to this Ordinance as Exhibit A, as \$4,088,136 in the General Operating Fund; \$841,803 in the Water Fund; \$1,675,447 in the Sewer Fund: in the Capital Projects Budget are \$1,295,485 in General Capital, \$644,246 in Water and \$2,977,587 in Sewer. Said Exhibit A incorporated herein, be and the same is hereby adopted. The amounts in the Budget are hereby appropriated to fund the operation of the Town of Snow Hill.

Section 2. There is hereby levied against all assessable real property and personal property within the corporate limits of the Town a Corporate/Personal Property Tax Rate of \$1.82 per \$100 assessed value, and a real property tax rate of \$0.9375 per \$100 assessed value. These rates remain unchanged from the prior fiscal year.

Section 3. The Mayor, or his designee, is hereby authorized to execute the attached budget and any other documents required to fulfill the terms of this Ordinance.

Section 4. All Ordinances or parts of Ordinance, all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. That this Ordinance shall become effective on July 1, 2025.

DATED this ____ day of May, 2025.

PASSED on first reading this 8th day of April, 2025.

PASSED AND ADOPTED on second reading this ____ day of May, 2025.

Margaret Ann Fletcher, Western District Councilmember

Edward S. LEE, Eastern District Councilmember

Aaron Lumpkins, Central District Councilmember

ATTEST: _____

Town Manager, Rick Pollitt

APPROVED: _____

Mayor Janet Simpson

Approved this ____ day of May 2025.

MEMO TO: Mayor & Town Council

FROM: Rick Pollitt, Town Manager

WHAT: Request for Qualifications (RFQs) for Comprehensive Engineering Services

DATE: April 7, 2025

.....

As you know, the Town was recently required to solicit bids, or proposals, from qualified engineering firms for the provision of general and comprehensive on-call engineering services in order to qualify for a number of State grants. The Town of Snow Hill has contracted with the Salisbury firm of Davis, Bowen & Friedel for most of the last 30-plus years and has been generally satisfied with the quality and level of services received. Our current wastewater treatment plant was designed and construction was managed by DBF as have nearly all of the infrastructure facilities now functioning as our public water and wastewater systems.

DBF also engages in every infrastructure project that requires an engineering element, including street construction and pavement, stormwater and drainage management, the Bank Street Promenade Project, office space assessments, sophisticated grant applications to the United States Department of Agriculture and the Maryland Department of the Environment, to name the two most-active partners and a host of other activities. They are also available for phone calls, email and spur-of-the-moment visits to consult as issues and challenges arise.

As part of the process, the Town issued a Request for Proposals earlier this year with an application deadline of March 28th. We sent direct RFQs to four or five area firms with which we are familiar and advertised on a professional jobs site recommended to us by the Department of the Environment. We received two applications for our consideration. One was from DBF and the other from George, Miles & Buhr, also of Salisbury. I worked with GMB most of the 22 years I acted as Fruitland's City Manager and believe they are a worthy competitor of DBF and would be up to the job.

I shared copies of the two proposals received with our team and asked them to rate the proposals based on the following criteria:

- Experience of the firm with government entities: 25%
- Experience of the firm's team members: 25%
- Review of statement of qualifications: 25%
- Familiarity with the Town of Snow Hill: 10%
- Reports from references: 15%

After carefully reviewing and evaluating the proposals, staff unanimously agreed that the qualifications and abilities of the two firms are too close to choose one over the other with any degree of confidence. Actually, we believe either company could provide the services we require.

Accordingly, since there are only two firms to consider, we recommend that the Mayor and Council invite each company to attend an upcoming work session and make a formal proposal to the Town government. I envision scheduling 30 to 40 minutes for the presentations with 15 minutes at the end of each interview for your discussion. If you are then prepared to award our business to one of the firms, we will proceed accordingly.

RECOMMENDATION

As for the meeting Tuesday, I am simply recommending that you authorize me to schedule Davis, Bowen & Friedel and George, Miles & Buhr, both of Salisbury, Maryland, to attend a work session as soon as possible to make a formal presentation of their qualifications and experience. I would respectfully ask for a motion duly made, seconded and approved to move forward in that vein.

Thanks very much and don't hesitate to call if you have any questions.

To the Committee of the Snow Hill Library
Updated- Funding Request 2026

Thanks to the continued support of the Beulah Riley Fund, the Snow Hill Branch was able to fulfill many of its proposed initiatives during 2024-25. We created a Nature Center, improved the garden and held family programs outside, expanded our programming for children, teens, and adults, updated displays, and added imaginative play in the children's area. We were able to create study spaces and expand the usability of the branch for students and small business owners. We also were able to update our nonfiction materials and media which has increased our circulation. There are photos attached of some of these projects and improvements.

For 2026, the Riley Committee is requesting \$40,000. \$1,000 is requested to be awarded to a Snow Hill High School student for the Beulah Riley Scholarship. \$8,500 is requested for the materials budget. During 2025, there will be an in-depth evaluation of the library materials and updating of outdated or damaged items. \$5,000 is requested for continuing education for our staff and costs associated with attending conferences including the Maryland Library Association Conference. \$6,000 is requested for programming supplies, which will be used for both adult and children's programming. There will be an increase in offsite programming during 2025-2026 (including at Worcester County Recreation and Parks and the Worcester Jail) which may require new supplies, performers, and storage for program supplies. \$3,500 is requested for archival supplies for our history department. We are requesting \$4,000 for the Nature Center in order to get signage, a commemorative plaque for those who have supported the project, and more hands-on activities. We would also like to purchase, or work with local organization to create a Little Free Library, with the intent to work with the town to allow access to free books outside library hours. For the garden project, we are asking for \$1,500. This year we did a lot of maintenance of the garden (which included removal of dead plants and treating poison ivy) with assistance from the Lower Shore Land Trust. We will continue to improve by planting native species, purchasing markers/signs, and having more hands-on activities in the garden. For our study and business resources, we are asking for \$6,000. A new study room is expected and will require furnishings like a table, multi device charger tower, and seating. Lastly, we are asking for \$4,500 for storage which may include containers or furnishings.

The second request is for \$100,000 of the saved funds in our account. In 2023, the library received a quote from Douron for new shelving that totaled \$150,667. With the rising costs we estimate that the new quote will be closer to \$180-200,000. We will get an updated quote closer to the project start date as the quotes are time sensitive. We would receive these funds after the June/July 2025 disbursement is made to the Town.

Thank you for your consideration, we are grateful for the generosity the Riley Bequest has contributed to the Snow Hill library. It has allowed us to serve our community as best as possible. We hope to continue our progress with your support.

Riley request 2026

Scholarship	\$1,000
Archival Supplies	\$3,500
Garden Supplies	\$1,500
Con't Ed	\$5,000
Programming	\$6,000
Nature Center	\$4,000
Add't Materials	\$8,500
Small Bus/Study	\$6,000
Storage	\$4,500

Total Ask \$40,000

Town request from account July 2025- Shelving project

\$100,000



CLIENT
 WORCESTER COUNTY PUBLIC LIBRARY
 307 N WASHINGTON STREET
 SNOW HILL, MD 21863
 JENNIFER RANCK
 JRANCK@WORCESTERLIBRARY.ORG







INSTALL AT
 SNOW HILL LIBRARY
 307 N WASHINGTON STREET
 SNOW HILL, MD 21863





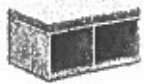
QUOTE

Prepared by: TONI LAYNE
 TLAYNE@DOURON.COM 443.900.4445
 Issue Date: 6/19/2023
Valid Until: 10 Working Days From Above
 * Pricing based on MAPT Contract #2015-42

WCPL - SNOW HILL LIBRARY - Shelving REV3

ITEM	IMAGE	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		1	LOT	AETNASTAK SHELVING UNITS	List: \$130,315.01	\$130,315.01
			*	ADULT AREA: (99) DF 36"W X 22"D X 74-1/4"H FIXED UNITS 5 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES 7 FACES INCLUDE 7 TIERS FOR MEDIA STORAGE (7) SF 36"W X 12"D X 71-1/4"H FIXED UNITS 5 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES (15) SF 12"D X 87-1/4"H FIXED UNITS 6 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES	Discount -32.50000	
			*	OUTSIDE CHILDREN AREA 12"D X 89-1/4"H FIXED UNITS 6 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES	Sell: \$87,962.63	\$87,962.63
			*	CHILDREN'S AREA: (13) SF 13"D X 65-1/4"H FIXED UNITS 4 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES (10)DF 36"W X 24"D X 62-1/4"H MOBILE UNITS 4 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT BASES WITH CASTERS (4) SF 36"W X 13"D X 40-1/2"H FIXED UNITS 2 SHELVES HIGH, LOW BACK SHELVES W/SLIDING BOOK SUPPORT T BASES CANOPY TOP LAMINATE: WA-DESIGNER WHITE D354-60 METAL COLOR:PEARL GREY SH-01 ADULT & CHILDREN AREA 12-14 WEEKS LEAD		
4		2	EP-CQ-40.75_13.5	CONCORD END PANEL	List: \$261.00	\$522.00
			*	13.5"W X 40.75"H	Discount -45.50000	
			*	LAMINATE: WA-DESIGNER WHITE D354-60	Sell: \$142.25	\$284.50
			*	PVC EDGE: DESIGNER WHITE (C100007) EP-01 CHILDREN'S LOWER SF 8-10 WEEKS LEAD		

ITEM	IMAGE	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5		4	EP-CO-65.5_13.5	CONCORD END PANEL * 13.5"W X 65.5"H * LAMINATE: WA-DESIGNER WHITE D354-60 * PVC EDGE: DESIGNER WHITE (C100007) EP-02 CHILDREN'S SF 8-10 WEEKS LEAD	List: \$381.00 Discount -45.50000 Sell: \$207.65	\$1,524.00 \$830.60
6		8	EP-CO-62.5_25	CONCORD END PANEL * 25"W X 62.5"H * LAMINATE: PANOLAM RIPPLE STRIP DG0040 * PVC EDGE: STANDARD TBD*** EP-03 CHILDREN'S MOBILE 8-10 WEEKS LEAD	List: \$2,100.00 Discount -45.50000 Sell: \$1,144.50	\$16,800.00 \$9,156.00
8		10	EP-CO-87.5_13.5	CONCORD END PANEL * 13.5"W X 87.5"H * LAMINATE: WA-DESIGNER WHITE D354-60 * PVC EDGE: DESIGNER WHITE (C100007) EP-04 ADULT CORNER & PERIODICALS 8-10 WEEKS LEAD	List: \$506.00 Discount -45.50000 Sell: \$275.77	\$5,060.00 \$2,757.70
9		2	EP-CO-89.5_13.5	CONCORD END PANEL * 13.5"W X 89.5"H * LAMINATE: WA-DESIGNER WHITE D354-60 * PVC EDGE: DESIGNER WHITE (C100007) EP-05 SF ABOVE CHILDREN 8-10 WEEKS LEAD	List: \$506.00 Discount -45.50000 Sell: \$275.77	\$1,012.00 \$551.54
10		44	EP-CO-71.5_25	CONCORD END PANEL * 25"W X 71.5"H * LAMINATE: WA-DESIGNER WHITE D354-60 * PVC EDGE: DESIGNER WHITE (C100007) EP-06 ADULT AREA 8-10 WEEKS LEAD	List: \$773.00 Discount -45.50000 Sell: \$421.29	\$34,012.00 \$18,536.76
11		2	EP-CO-71.5_13.5	CONCORD END PANEL * 13.5"W X 71.5"H * LAMINATE: WA-DESIGNER WHITE D354-60 * PVC EDGE: DESIGNER WHITE (C100007) EP-07 SF ABOVE ADULT 8-10 WEEKS LEAD	List: \$421.00 Discount -45.50000 Sell: \$229.45	\$842.00 \$458.90

ITEM	IMAGE	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
13		48	8.5X11VDP	END PANEL SIGNAGE	List: \$197.00 Discount: -43.70000 Sell: \$110.91	\$9,456.00 \$5,323.68
			* 8.5"H X 11"W * ALUMINUM SIGN HOLDER EXTRUSION, CLEAR ANODIXE * CLEAR COVER * METAL END CAPS, SILVER ANODIZE * (11) SUCTIONS CUPS	SI-01 ADULT & CHILDREN'S AREA 2-3 WEEKS LEAD		
17		6	3524	MAGBOX-NEWSPAPER	List: \$203.00 Discount: -43.70000 Sell: \$114.29	\$1,218.00 \$685.74
			* OVERALL DIMS: 13-5/8"W X 8"D X 9-1/4"H * CAPACITY: 1 WEEK	DS-01 TEEN AREA 3 WEEKS LEAD		
19		46	3521	MAGBOX-MAGAZINE	List: \$158.00 Discount: -43.70000 Sell: \$88.95	\$7,268.00 \$4,091.70
			* OVERALL DIMS: 13-5/8"W X 8"D X 9-1/4"H * CAPACITY: 1 WEEK	DS-02 TEEN AREA 3 WEEKS LEAD		
22		1	SERVICES	DOURON TO INSTALL SHELVING UNITS	List: \$18,455.85 Discount: .00000 Sell: \$18,455.85	\$18,455.85 \$18,455.85
				ADULT & CHILDREN'S AREA		
24		1	CBC-RT3618	RECTANGLE CONNECTOR BENCH -CLOSED	List: \$3,144.00 Discount: -50.00000 Sell: \$1,572.00	\$3,144.00 \$1,572.00
			* 36"W X 24"D X 18"H * LAMINATE: DOVE GREY * FABRIC:ARCCOM-SKY 6180-#1	LG-01 ADULT CORNER **WEEKS LEAD		
TOTAL						\$150,667.60

Quotation Notes:

Signing below indicates you have reviewed the above quote and accept it. Items will be ordered as per the quote, so please make sure the items are what you want. All standard Douron terms and conditions apply, as well as payment terms related to this specific account. Signee is responsible for any applicable sales taxes, whether quoted or not. *Special Note:* These prices are based on cash or check purchase. Unless prohibited by government contract - all orders paid by credit card will incur a 2.5% processing fee.

Acceptance Signature: _____ Date: _____



MAYOR AND COUNCIL OF SNOW HILL

First Reading April 8, 2025

Second Reading _____

ORDINANCE 2025-06

AN ORDINANCE TO CONSENT TO THE ASSIGNMENT OF THE SANDPIPER ENERGY, INC. FRANCHISE AGREEMENT

WHEREAS, pursuant to Ordinance 2019-05 the Mayor and Council of Snow Hill approved a Franchise Agreement with Sandpiper Energy, Inc. as stated in said ordinance; and

WHEREAS, Section 11 of said ordinance allows the Franchise to be assigned with written consent of the Mayor and Council of Snow Hill; and

WHEREAS, Sandpiper Energy, Inc. has requested the Mayor and Council's consent to assign the Franchise to Chesapeake Utilities Corporation and then to Elkton Gas Company as stated in the Consent to Assignment of Franchise Agreement attached hereto and incorporated herein; and

WHEREAS, the Mayor and Council wish to consent to said Assignment.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF SNOW HILL, THAT the Consent to Assignment of Franchise Agreement attached hereto and incorporated herein is approved.

INTRODUCED at a meeting of the Council of Snow Hill, Maryland held on April 8, 2025.

ADOPTED AND PASSED, by the required vote of the elected membership of the Council and approved by the Mayor at its meeting held on May _____, 2025.

ATTEST:

RICHARD POLLITT, Town Manager

JANET SIMPSON, Mayor

Approved as to form:

AARON W. LUMPKINS,
Central District Councilmember

MAUREEN HOWARTH
Ayres, Jenkins, Gordy & Almand, P.A.
Office of Town Solicitor

EDWARD S. LEE,
Eastern District Councilmember

MARGARET ANN FLETCHER,
Western District Councilmember



TOWN OF
SNOW HILL
MARYLAND

103 Bank Street
Snow Hill, MD 21863
(P) 410 632 2080

Internal Memorandum

Date: March 4, 2025
From: Lorissa McAllister, Director of Economic Development
To: Rick Pollitt, Town Manager
Subject: 2025 Event Alcohol Permits

Dear Mr. Pollitt,

Attached you will find several Motion to Approve Special Event Exception for Consumption of Alcohol for events in 2025 that require signature from the Mayor and Council. Each year we aim to get the recurring event approvals simultaneously to alleviate the burden of monthly signatures. While there are inevitably additional events throughout the year that may need signatures, the intent is to streamline the process as much as possible. This is particularly helpful for monthly events such as First Fridays and Dancing/Cinema Under the Stars.

Please note that I have not yet received finalized event applications for several events that we know will occur this coming Summer and Fall and those approvals will need to be signed as they come in.

If there are any further questions, please feel free to contact me.

Respectfully,

Lorissa McAllister



TOWN OF
SNOW HILL
MARYLAND

Janet Simpson, Mayor
Margaret Fletcher, Council
Edward S. Lee, Council
Diana Walsh, Council
Rick Pollitt, Town Manager

Mayor & Town Council of Snow Hill

Motion to Approve

Special Event Exception for Consumption of Alcohol

A MOTION OF THE Mayor and Council of the Town of Snow Hill approving an exception to Chapter 124-6J to allow the consumption of alcohol in non-glass containers within the enclosed area in Sturgis Park as designated on the attached site map for the event listed below.

Life Crisis Canoe Joust

June 14, 2025

Motion by Margaret A. Fletcher
Council Member

Second by: _____
Council Member

Council Member

Janet Simpson, Mayor

Rick Pollitt, Town Manager



**BOARD OF LICENSE COMMISSIONERS
FOR WORCESTER COUNTY**

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR
WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET – ROOM 1201
SNOW HILL, MARYLAND 21863
PHONE: 410-632-1908, EXTENSION 1120
Email: apayne@co.worchester.md.us

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS UNDER THE PROVISIONS OF THE
MARYLAND ALCOHOLIC BEVERAGES ARTICLE

Date of Application: 3/6/25

Name of Applicant: Life Crisis Center, Inc.

Address of Applicant: PO Box 387 Salisbury, MD 21803

Telephone: 240-674-8743 Email: jmanning@lifecrisiscenter.org

Location for which Permit is sought: Sturgis Park

Hours Requested: 9a-9pm

Election District No.: 38A

Convention or Group for which Permit sought: Life Crisis Center event,
"Jousting for Justice"

Date for which Permit sought: 6/14/25

If within incorporated town, has the Mayor & Council approved issuance of Permit? Snow Hill

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT
Janice Alamey

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

1. May purchase beer & wine from a licensed MARYLAND WHOLESALER or a licensed MARYLAND RETAILER and liquor from a licensed MARYLAND RETAILER.
2. No other person or entity, including licensed retailers and/or distributors, and/or breweries, and/or manufacturers may bring ANY alcoholic beverages on the premises.
3. Only the beer, wine and liquor that the organization has purchased from licensed MARYLAND WHOLESALERS or licensed MARYLAND RETAILERS is permitted on the premises—PERIOD. This is written in the State law and the Maryland Comptroller's rules and regulations (which carry the same weight as law). No person can make exceptions to these laws. Only the Maryland legislature can change the law.

As the applicant for the foregoing APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT; I certify that I have read the foregoing guidelines and agree to abide by them; and that I understand that a violation of these rules and laws could result in a fine up to \$4,000.00 levied against the organization named in the application, and that any future applications on behalf of this group may be denied.

Jamie Manning, Executive Director
PRINTED NAME OF APPLICANT


SIGNATURE OF APPLICANT

3/6/25
DATE

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)



TOWN OF
SNOW HILL
MARYLAND

Janet Simpson, Mayor
Margaret Fletcher, Council
Edward S. Lee, Council
Diana Walsh, Council
Rick Pollitt, Town Manager

Mayor & Town Council of Snow Hill

Motion to Approve

Special Event Exception for Consumption of Alcohol

A MOTION OF THE Mayor and Council of the Town of Snow Hill approving an exception to Chapter 124-6J to allow the consumption of alcohol in non-glass containers within the enclosed area in Sturgis Park as designated on the attached site map for the events listed below.

Dancing Under the Stars

May 17th, 2025

July 19th, 2025

Cinema Under the Stars

June 21th, 2025

August 16th, 2025

Motion by: _____
Council Member

Second by: _____
Council Member

Council Member

Janet Simpson, Mayor

Rick Pollitt, Town Manager



TOWN OF
SNOW HILL
MARYLAND

Janet Simpson, Mayor
Margaret Fletcher, Council
Edward S. Lee, Council
Diana Walsh, Council
Rick Pollitt, Town Manager

Mayor & Town Council of Snow Hill

Motion to Approve

Special Event Exception for Consumption of Alcohol

A MOTION OF THE Mayor and Council of the Town of Snow Hill approving an exception to Chapter 124-6J to allow the consumption of alcohol in non-glass containers within the enclosed area in Downtown Snow Hill as designated on the attached site map for the event listed below.

Halloween Parade and Block Party

October 25, 2025

Motion by: Margaret A. Fletcher
Council Member

Second by: _____
Council Member

Council Member

Janet Simpson, Mayor

Rick Pollitt, Town Manager



TOWN OF
SNOW HILL
MARYLAND

Janet Simpson, Mayor
Margaret Fletcher, Council
Edward S. Lee, Council
Diana Walsh, Council
Rick Pollitt, Town Manager

Mayor & Town Council of Snow Hill

Motion to Approve

Special Event Exception for Consumption of Alcohol

A MOTION OF THE Mayor and Council of the Town of Snow Hill approving an exception to Chapter 124-6J to allow the consumption of alcohol in non-glass containers within the enclosed area in Downtown Snow Hill as designated on the attached site map for the event listed below.

- | | |
|------------------------|-------------------|
| <u>First Fridays</u> | August 1, 2025 |
| April 4, 2025 | September 5, 2025 |
| May 2, 2025 | October 3, 2025 |
| June 6, 2025 | November 7, 2025 |
| Saturday, July 5, 2025 | December 5, 2025 |

Motion by: Margaret A. Fletcher
Council Member

Second by: _____
Council Member

Council Member

Janet Simpson, Mayor

Rick Pollitt, Town Manager



**BOARD OF LICENSE COMMISSIONERS
FOR WORCESTER COUNTY**

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR
WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET – ROOM 1201
SNOW HILL, MARYLAND 21863
PHONE: 410-632-1908, EXTENSION 1120
Email: apayne@co.worchester.md.us

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS UNDER THE PROVISIONS OF THE
MARYLAND ALCOHOLIC BEVERAGES ARTICLE

Date of Application: 3/3/2025

Name of Applicant: Downtown Snow Hill, Inc

Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday- Arts on the River

Date for which Permit sought: April 4, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Lorissa McAllister

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

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As the applicant for the foregoing APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT; I certify that I have read the foregoing guidelines and agree to abide by them; and that I understand that a violation of these rules and laws could result in a fine up to \$4,000.00 levied against the organization named in the application, and that any future applications on behalf of this group may be denied.

Lorissa McAllister

PRINTED NAME OF APPLICANT

Lorissa McAllister

SIGNATURE OF APPLICANT

3/3/2025

DATE

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Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday- Arts on the River

Date for which Permit sought: May 2, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

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Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday- Arts on the River

Date for which Permit sought: June 6, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

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Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Saturday - Independence Day Celebration

Date for which Permit sought: July 5, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday -Arts on the River

Date for which Permit sought: August 1, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday -Arts on the River

Date for which Permit sought: September 5, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday -Arts on the River

Date for which Permit sought: October 3, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

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Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday -Arts on the River

Date for which Permit sought: November 7, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-8pm

Election District No.: _____

Convention or Group for which Permit sought: First Friday -Arts on the River

Date for which Permit sought: December 5, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Location for which Permit is sought: Green Street and Pearl Street

Hours Requested: 5-10pm

Election District No.: _____

Convention or Group for which Permit sought: Halloween Parade and Block Party

Date for which Permit sought: October 25, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

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Location for which Permit is sought: Sturgis Park

Hours Requested: 7-10 pm

Election District No.: _____

Convention or Group for which Permit sought: Dancing Under the Stars

Date for which Permit sought: May 17, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Lorissa McAllister

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

1. May purchase beer & wine from a licensed MARYLAND WHOLESALER or a licensed MARYLAND RETAILER and liquor from a licensed MARYLAND RETAILER.
2. No other person or entity, including licensed retailers and/or distributors, and/or breweries, and/or manufacturers may bring ANY alcoholic beverages on the premises.
3. Only the beer, wine and liquor that the organization has purchased from licensed MARYLAND WHOLESALERS or licensed MARYLAND RETAILERS is permitted on the premises—PERIOD. This is written in the State law and the Maryland Comptroller's rules and regulations (which carry the same weight as law). No person can make exceptions to these laws. Only the Maryland legislature can change the law.

As the applicant for the foregoing APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT; I certify that I have read the foregoing guidelines and agree to abide by them; and that I understand that a violation of these rules and laws could result in a fine up to \$4,000.00 levied against the organization named in the application, and that any future applications on behalf of this group may be denied.

Lorissa McAllister

PRINTED NAME OF APPLICANT

Lorissa McAllister

SIGNATURE OF APPLICANT

3/3/2025

DATE

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)



**BOARD OF LICENSE COMMISSIONERS
FOR WORCESTER COUNTY**

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR
WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET – ROOM 1201
SNOW HILL, MARYLAND 21863
PHONE: 410-632-1908, EXTENSION 1120
Email: apayne@co.worcster.md.us

APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS UNDER THE PROVISIONS OF THE
MARYLAND ALCOHOLIC BEVERAGES ARTICLE

Date of Application: 3/3/2025

Name of Applicant: Downtown Snow Hill, Inc

Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Sturgis Park

Hours Requested: 7-10pm

Election District No.: _____

Convention or Group for which Permit sought: Dancing Under the Stars

Date for which Permit sought: July 19, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Lorissa McAllister

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Lorissa McAllister

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3/3/2025

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APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS UNDER THE PROVISIONS OF THE
MARYLAND ALCOHOLIC BEVERAGES ARTICLE

Date of Application: 3/3/2025

Name of Applicant: Downtown Snow Hill, Inc

Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Sturgis Park

Hours Requested: 7-10pm

Election District No.: _____

Convention or Group for which Permit sought: Cinema Under the Stars

Date for which Permit sought: June 21, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Lorissa McAllister

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PRINTED NAME OF APPLICANT

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APPLICATION FOR SPECIAL ONE DAY PER DIEM PERMIT

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MARYLAND ALCOHOLIC BEVERAGES ARTICLE

Date of Application: 3/3/2025

Name of Applicant: Downtown Snow Hill, Inc

Address of Applicant: 112 W. Green Street, Snow Hill, MD 21863

Telephone: 443-900-1051- Lorissa McAllister Email: downtownsnowhill@gmail.com

Location for which Permit is sought: Sturgis Park

Hours Requested: 7-10pm

Election District No.: _____

Convention or Group for which Permit sought: Cinema Under the Stars

Date for which Permit sought: August 16, 2025

If within incorporated town, has the Mayor & Council approved issuance of Permit? yes

() Beer: \$100 per day () Beer-Wine: \$100 per day () Beer-Wine-Liquor: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Lorissa McAllister

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Lorissa McAllister

PRINTED NAME OF APPLICANT

Lorissa McAllister

SIGNATURE OF APPLICANT

3/3/2025

DATE

APPLICANT MUST SIGN BOTH PAGES (SEE REVERSE)



"I, Jan King, do swear that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Historic District Commission for the Town of Snow Hill, according to the Constitution and Laws of this State.

Sworn to before me this the 8th day of April, 2025

Janet Simpson, Mayor

Jan King



"I, Mark Shockley, do swear that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Historic District Commission for the Town of Snow Hill, according to the Constitution and Laws of this State.

Sworn to before me this the 8th day of April, 2025

Janet Simpson, Mayor

Mark Shockley



"I, Ian Hammer, do swear that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Board of Zoning Appeals for the Town of Snow Hill, according to the Constitution and Laws of this State.

Sworn to before me this the 8th day of April, 2025

Janet Simpson, Mayor

Ian Hammer



"I, Nick Anthis, do swear that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Board of Zoning Appeals for the Town of Snow Hill, according to the Constitution and Laws of this State.

Sworn to before me this the 8th day of April, 2025

Janet Simpson, Mayor

Nick Anthis



"I, Tom Davidson, do swear that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Ethics Commission for the Town of Snow Hill, according to the Constitution and Laws of this State.

Sworn to before me this the 8th day of April, 2025

Janet Simpson, Mayor

Tom Davidson