



# Town of Upper Marlboro

## BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, August 09, 2022 at 7:00 PM

### **AGENDA**

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the general public at this time, interested citizens may participate by video (*Participants must sign-in with the Clerk*):

<https://uppermarlboromd-gov.zoom.us/j/89440916261?pwd=dUpMUEV3QjBTZUN5ZitHbUhkS0FOQT09>

**Webinar ID:** 894 4091 6261; **Passcode:** 728892; **Audio Dial-in only:** 301 715 8592

*Work Sessions are open to public observation, however, public participation is at the discretion of the Board*

### **WORK SESSION AGENDA: 7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Review of Agenda**
- 5. Business**
  - A. Economic Development Firm Presentations
  - B. Sustainable Communities Workgroup (Board Discussion)
  - C. Human Resources Discussion (Board Discussion)
  - D. Financial (Board Discussion)
    - A. Policies
    - B. Ordinance
    - C. Charter Change
    - D. Utility Bills
    - E. Permanent CD
  - E. Vacant Property & Agricultural Taxes (Board Discussion)
  - F. Proposed Meeting Minute Changes (Board Discussion)
  - G. Citation List (Board Discussion)
  - H. Blended Meeting Update (Board Discussion)
- 6. Preliminary Approval of Next Meeting Agenda**
- 7. Motion To Go Into Closed Session**

#### **A. NOTICE OF CLOSED SESSION:**

**Tuesday, August 9, 2022, Virtual Meeting, Following The August Board Work Session**

**Under General Provisions Article 3-305(b)(1) \_\_\_\_ "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"; (7)\_\_\_\_ "To consult with counsel to obtain legal advice"; (8)\_\_\_\_ "To consult with staff, consultants, or other individuals about pending or potential litigation"; (14) "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating**

**strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.”**

**The Board of Town Commissioners propose to go into Closed Session on Tuesday, August 9, 2022 following the August Board Work Session to discuss Human Resources Issues, Economic Development Firm Contracts & Litigation with regards to the old Marlboro Elementary School.**

*Video of the Work Session will be posted to the Town YouTube Channel within 7 business days of the meeting.*

All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Commissioner Charles Colbert & Kyle Snyder, Town Administrator  
Date: Friday August 5<sup>th</sup>, 2022  
Re: Economic Development Corporation Enabling Legislation

Commissioners,

As you are aware there has been discussion with the Commissioners on overhauling the structure of the Town's Sustainable Communities Workgroup. Staff recommendation is the creation of a new entity, of which the Sustainable Communities Work Group would become a part, codified with set authorizations via a Town ordinance that provides a checks and balance system and sets up a Board appointed by the Commissioners. Below are some rough/draft language that could be included in an ordinance to establish this new entity. Language is not set, and is simply meant to help guide the conversation.

### The Governing Body:

The Board of the Town of Upper Marlboro Economic Development Corporation (working title) shall be made up of five board members. Once appointed, the Board members shall select their own Chair, and forward their selection to the Board of Town Commissioners. The standing Town Commissioner on the UMEDC cannot serve as the Chair of the Board. The Board of Directors shall be made up of the below category of members (who are at least 18 years of age):

- One current Town resident of the Town of Upper Marlboro.
- One Property Owner who owns commercially zoned real property within the Town's corporate limits who is in good standing with Town, County, and State regulations.
- One Business Owner who owns or manages a registered business within the Town limits which is in in good standing with Town, County, and State regulations.
- One standing Town Commissioner of the Town of Upper Marlboro.
- One additional stakeholder with interests within either the Town limits or just outside Town limits.

Additional Members- Town Staff, Maryland-National Capitol Parks & Planning Staff, relevant State Agency staff, and other stakeholders may work with and assist the Governing Board, but do not have a formal vote or decision-making capability. The Town Board of Commissioners may formally appoint a designated Town-staff person to assist and be a liaison to the UMBEDC.

### Meetings:

The Governing Board of Directors shall meet no less frequently than quarterly and provide the Town Clerk's office with a formal agenda at least one week prior, and minutes within 14 calendar days of the meeting. The BOD can have additional work sessions or special meetings as needed.

Approval of Grants and Funding:

The function of the current SCWG would continue with the most recently approved policy and bylaws. This process can change once the EDC becomes its own nonprofit and has its own financial system to become a “pass-through” for the grant system. The Town may also wish to allocate operational funds to the EDC from the Town Business License program and/or Entertainment Tax.

Ultimate Goal: The ultimate goal is to have a separate non-profit organization that is supported by a mix of County, State, and Federal grants, along with Town Funds and possible Town staff member, to

- Manage both the State Community Legacy Grants
- Serve as a centralized voice for the Town’s Business Community
- Help plan and organize community events (Street festivals, Food Truck events, ect)
- Business Recruitment & Retention
- Coordinate the Public Art Initiative (coordinating with Arts Council to act as their non-profit arm)

*\*Due to the timeline of this item being added to the agenda, this memo has not yet been discussed with the current SCWG members, but discussions with the group will be held and are welcome.*

Potential Ordinance Timeline:

Board Discussion- August Work Session

Introduction & Public Comment- August Town Meeting

Board Discussion & Public Comment - September Work Session

Board Approval & Public Comment- September Town Meeting



# Town of Upper Marlboro

Town Hall, 14211 School Lane Tel: (301) 627-6905  
Upper Marlboro, MD 20772 Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Sarah Franklin, President  
Date: Tuesday, August 2, 2022  
Re: Employee Vacation and Sick Accrual Rates

### Background:

#### Vacation

In 2018 a new handbook was put into place by Mayor Turner, this handbook provided new employees with higher vacation accruals of 5 hours per pay period. In 2020, Mayor Pennoyer reverted to a previous version of the handbook and reduced vacation accruals for employees to 3.08 hours per pay period. In 2021, the Board of Commissioners implemented a new handbook that returned all employees to the vacation accrual rates that they had been hired at under the 2018 handbook and established tiered vacation accruals for new hires.

The HR Director did not input these new accrual rates into the payroll system. This means all new hires to present have been accruing vacation at the 2018 rate. Additionally, the offer letters that are sent out do not currently include the vacation accrual rates as part of the offer.

#### Sick

The input error was not limited to vacation accruals. Sick accruals were input to match the vacation accruals, rather than the 4-hour rate that was agreed upon. This means all employees are accruing sick time at the same rate as their vacation.

### Relevant 2021 Handbook Section:

The following is from Page 23 of the current adopted Employee Handbook:

#### "Paid Vacation and Sick Leave

Below is the vacation accrual chart for the employees of the Town of Upper Marlboro:

Length of Service	Vacation PTO Accrual Rate	Vacation PTO Total Annual	Sick Leave Accrual Rate	Sick Leave Total Annual
0-4 Years	4 hours	13 days	4 hours	13 days
5-10 Years	6 hours	19.5 days	4 hours	13 days
10+ Years	8 hours	26 days	4 hours	13 days

Vacation PTO: employees hired after the adoption of the 2021 version of this handbook may carry over a maximum of 120 hours per year. Employees hired prior the passage of this 2021 version of the handbook may



# Town of Upper Marlboro

Town Hall, 14211 School Lane Tel: (301) 627-6905  
Upper Marlboro, MD 20772 Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

carry over a maximum of 240 hours per year. Vacation PTO is paid out at the employee's current rate when an employee leaves the town.

Sick leave: There is no maximum amount of sick leave that can be carried over. Sick leave is not paid out when an employee leaves employment with the town. Unused sick leave can be applied as such to allow an employee to retire up to two months early, or 320 hours.

Employees hired prior to the adoption of the 2021 version of this Handbook are grandfathered and will accrue leave at the rate of 5 hrs. vacation until they reach their 5-year employment anniversary and accrue leave according to the accrual chart.

Employees may cash-out their vacation leave once per year with approval from their immediate supervisor. Request for leave cash-outs must be made at least 1 pay period before receipt of the cash-out payment and cannot exceed \$2,500."

## Discussion/Recommendations:

The following are my recommendation for our discussion. We may come to a different conclusion together.

- Regarding vacation, we could just change the date in the line: "Employees prior to the adoption of the 2021 version of this Handbook" to 2022. This will ensure we do not take vacation away from employees that they have come to expect.
- Going forward the following procedures should be implemented:
  - o All offer letters should state the accrual rates for both sick and vacation.
  - o All new hires vacation accrual rates should be checked by Insurity and the Bookkeeper to ensure they are accurate moving forward.
- Sick balances could be left where they are. Accruals should revert to the 4 hours that is stated in the handbook.



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator & Chris Lawson Town HR Firm  
Date: Friday, August 5<sup>th</sup>, 2022  
Re: Human Resources Items

Commissioners,

Below are some talking points that Mr. Chris Lawson will be presenting and discussing with the Board:

### Life Insurance:

The Town's Life Insurance policy with Reliance is set to expire. Currently the Town has a fully-Town-funded policy with a standard \$10,000 pay out. Insuraty recommending we use a more local firm that they work with. There has also been discussion of having a higher payout in the event of a job-related death of a Town employee, and also the option of employees "piggybacking" and supplementing their own coverage their as well.

### Additional Retirement

Currently, the Town is apart of the Maryland State Retirement pension program. While this works fine for most employees, we do have Town employees who are retired from the State and collect Maryland State Retirement already. Because of this, they are not eligible for the Town's retirement plan and are losing out on this benefit from the Town. To correct this, Staff has been working with Insuraty to look into a supplemental Town retirement policy that would act as the primary retirement for employees not eligible for the State Retirement, but also allow other employees to set up additional retirement plans to supplement State Retirement. State Retirement is a standard contribution based on salary, and employees cannot control how much they contribute.

Please Note: Responses to these questions will be required at time of sale as part of the Sold Case submission requirements. If there are known health risks at this time, please contact your Sales Representative.

Section 5, Item C.



## RISK ASSESSMENT SUMMARY

**Prospect Name:** Town Of Upper Marlboro

**Number of lives:** \_\_\_\_\_

In order to provide the best possible transition for the above customer, we require the broker/customer to provide risk assessment information prior to MetLife's acceptance of a group. Please review this document thoroughly with the Benefit Administrator, designate appropriate responses, sign, and return with the group's application.

**Life, Short Term Disability or Long Term Disability Coverages:**

Are any employees currently pregnant? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you aware of any significant health risks within this customer which would likely result in a claim within the next 12 months? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please provide details:

\_\_\_\_\_

**Replacement Life Coverage:** Are there any currently disabled employees? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please provide confirmation that the current carrier has Waiver of Premium and Terminal Liability. Also, complete the "chart" below listing the disabled employees. (Please note: our contracts include an actively at work requirement.)

**Employees Not Actively At Work**

Name	DOB MM/YY	Date of Disability MM/YY	Nature of Claim	Est. Date of Return MM/YY	Benefit Amount

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Internal Use by MetLife

Sales Representative's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Issue Underwriter's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_





## Town Of Upper Marlboro

**Basic Life, Basic AD&D, Supplemental Term Life, Supplemental Term AD&D,  
Supplemental Dependent Life, Supplemental Dependent AD&D**

Proposal produced on July 26, 2022  
This quote is valid for 90 days from date of proposal



## Town Of Upper Marlboro Rate Summary

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
<b>RQ2 Life Option 1</b> 6729032				
<b>Basic Life</b> (per \$1,000 of Covered Volume)	14	\$350,000	\$0.230*	\$966
Rates are guaranteed from September 1, 2022 - August 31, 2024				
* Please note that the fee for EAP services will be payable in combination with your Disability or Life Insurance premium for billing convenience. The Employee Assistance Program is a non-insurance service separate from MetLife insurance and sold at an additional charge.				
Employee Assistance Program services are provided by LifeWorks US Inc. under an agreement with MetLife. LifeWorks is not a subsidiary or affiliate of MetLife.				
<b>Basic AD&amp;D</b> (per \$1,000 of Covered Volume)	14	\$350,000	\$0.020	\$84
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<b>Supplemental Life</b> (per \$1,000 of Covered Volume)				
AAFTE excluding police officers, fire & emt				
Less than 30			\$0.084	
30-34			\$0.094	
35-39			\$0.127	
40-44			\$0.181	
45-49			\$0.277	
50-54			\$0.447	
55-59			\$0.687	
60-64			\$1.035	
65-69			\$1.663	
70+			\$2.671	
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<b>Important Information concerning Supplemental Life enrollments:</b> For take-over supplemental life plans: This quote does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). However, for in-force \$10,000 increment plans, current participating employees may increase their in-force supplemental coverage an additional increment for the employee coverage only, up to the non-medical maximum stated in the policy. All increases are subject to the terms of the policy.				



Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
<b>Supplemental AD&amp;D</b> (per \$1,000 of Covered Volume)			\$0.021	
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<b>Supplemental Dependent Life</b> (per \$1,000 of Covered Volume)				
AAFTE excluding police officers, fire & emt				
Spouse*:				
Less than 30			\$0.084	
30-34			\$0.094	
35-39			\$0.127	
40-44			\$0.181	
45-49			\$0.277	
50-54			\$0.447	
55-59			\$0.687	
60-64			\$1.035	
65-69			\$1.663	
70+			\$2.671	
Child			\$0.240	
Rates are guaranteed from September 1, 2022 - August 31, 2024				
* Spouse rates are based on the employee's age.				
<b>Important Information concerning Dependent Supplemental Life enrollments:</b> For take-over dependent supplemental life plans: This quote does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). All increases are subject to the terms of the policy.				
<b>Supplemental Dependent AD&amp;D</b> (per \$1,000 of Covered Volume)				
All Active Full Time Employees				
▪ Spouse			\$0.021	
▪ Child(ren)			\$0.051	
Rates are guaranteed from September 1, 2022 - August 31, 2024				



Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
<b>RQ2 Life Option 2</b> 6729034				
<b>Basic Life</b> (per \$1,000 of Covered Volume)	14	\$700,000	\$0.197*	\$1,655
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<p>* Please note that the fee for EAP services will be payable in combination with your Disability or Life Insurance premium for billing convenience. The Employee Assistance Program is a non-insurance service separate from MetLife insurance and sold at an additional charge.</p> <p>Employee Assistance Program services are provided by LifeWorks US Inc. under an agreement with MetLife. LifeWorks is not a subsidiary or affiliate of MetLife.</p>				
<b>Basic AD&amp;D</b> (per \$1,000 of Covered Volume)	14	\$700,000	\$0.020	\$168
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<b>RQ2 Life Option 3</b> 6729036				
<b>Basic Life</b> (per \$1,000 of Covered Volume)	14	\$140,000	\$0.265*	\$445
Rates are guaranteed from September 1, 2022 - August 31, 2024				
<p>* Please note that the fee for EAP services will be payable in combination with your Disability or Life Insurance premium for billing convenience. The Employee Assistance Program is a non-insurance service separate from MetLife insurance and sold at an additional charge.</p> <p>Employee Assistance Program services are provided by LifeWorks US Inc. under an agreement with MetLife. LifeWorks is not a subsidiary or affiliate of MetLife.</p>				
<b>Basic AD&amp;D</b> (per \$1,000 of Covered Volume)	14	\$140,000	\$0.020	\$34
Rates are guaranteed from September 1, 2022 - August 31, 2024				



## Summary of Benefits

### Life / AD&D Insurance - RQ2 Life Option 1

Basic Life	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>Flat \$25,000</li> <li>Medical Evidence Level: \$25,000</li> <li>Reduces by: 35% at Age 65, 50% at Age 70</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>Conversion is included in this quote</li> <li>Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

Basic AD&D	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>100% of the Basic Life benefit.</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
<b>Basic Life</b>	\$0.230	\$350,000	\$81	\$966
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				
<b>Basic AD&amp;D</b>	\$0.020	\$350,000	\$7	\$84
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				



Supplemental Term Life	
AAFTE excluding police officers, fire & emt (30 Hours)	<ul style="list-style-type: none"> <li>• \$10,000 increments to a maximum of the lesser of 5.00 times pay or \$500,000</li> <li>• A minimum benefit of \$10,000</li> <li>• Medical Evidence Level: \$50,000</li> <li>• No Age Reduction</li> <li>• Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>• Conversion and Portability are included in this quote</li> <li>• Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000</li> </ul>

Supplemental Term AD&D	
AAFTE excluding police officers, fire & emt (30 Hours)	<ul style="list-style-type: none"> <li>• 100% of the Supplemental Term Life benefit.</li> <li>• Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>• Portability is included in this quote</li> </ul>

Supplemental Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Less than 30	\$0.084			
30-34	\$0.094			
35-39	\$0.127			
40-44	\$0.181			
45-49	\$0.277			
50-54	\$0.447			
55-59	\$0.687			
60-64	\$1.035			
65-69	\$1.663			
70+	\$2.671			

Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)

Supplemental AD&D				
AAFTE excluding police officers, fire & emt <sup>1</sup>	\$0.021			

Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)

Please note that the MetLife AD&D insurance premium includes a fee for the Travel Assistance [and Identity Theft Solutions] services, provided by AXA Assistance USA, Inc.

<sup>1</sup> Travel Assistance services are offered and administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by Certain Underwriters at Lloyd's London (not incorporated) through Lloyd's Illinois, Inc. Neither AXA Assistance USA Inc. nor the Lloyd's entities are affiliated with MetLife, and the services and benefits they provide are separate and apart from the insurance provided by MetLife.



Supplemental Dependent Life	
AAFTE excluding police officers, fire & emt (30 Hours)	<p><b>Spouse Benefit:</b></p> <ul style="list-style-type: none"> <li>\$5,000 increments to a maximum of \$100,000, not to exceed 50% of employee's Optional Life Benefit</li> <li>A minimum benefit of \$5,000</li> <li>Spouse Medical Evidence Level: \$25,000</li> <li>Spouse Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000</li> </ul> <p><b>Child Benefit:</b></p> <ul style="list-style-type: none"> <li>Child Under 15 days: \$100</li> <li>Child 15 days to 6 months old: \$1,000</li> <li>Child more than 6 months old: Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000.</li> <li>Child limiting age: 26, 26 if a full time student</li> <li>Child Medical Evidence Level: \$10,000</li> </ul> <ul style="list-style-type: none"> <li>No Age Reduction</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>Conversion and Portability are included in this quote</li> </ul>

Supplemental Dependent AD&D	
All Active Full Time Employees (30 Hours)	<p><b>Spouse Benefit:</b></p> <ul style="list-style-type: none"> <li>100% of the Dependent Supplemental Life benefit.</li> </ul> <p><b>Child Benefit:</b></p> <ul style="list-style-type: none"> <li>Child Under 15 days: \$100</li> <li>Child 15 days to 6 months old: \$1,000</li> <li>Child more than 6 months old: Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000.</li> </ul> <ul style="list-style-type: none"> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>Portability is included in this quote</li> </ul>



Supplemental Dependent Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Spouse*:				
Less than 30	\$0.084			
30-34	\$0.094			
35-39	\$0.127			
40-44	\$0.181			
45-49	\$0.277			
50-54	\$0.447			
55-59	\$0.687			
60-64	\$1.035			
65-69	\$1.663			
70+	\$2.671			
Child**:	\$0.240			
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				
* Spouse rates are based on the employee's age.				
** Child(ren) rates are per \$1,000 of coverage, per child unit. A child unit may consist of more than one child.				
<b>Supplemental Dependent AD&amp;D</b>				
All Active Full Time Employees				
▪ Spouse	\$0.021			
▪ Child*	\$0.051			
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				
* Child(ren) rates are per \$1,000 of coverage, per child unit. A child unit may consist of more than one child.				





Plan Features and Limitations
<p>Portability: Option to continue term insurance under a different policy when coverage terminates. Minimums, maximums, and other conditions apply. Portability is not available for residents of Alaska.</p>
<p>Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states on Basic Life except ND. Automatically included with Supplemental Life at no additional cost to the employee. Available in all situs states on Supplemental Life except for FL and ND.</p> <p>Grief counseling is offered by LifeWorks US Inc.<sup>1</sup>. Grief counseling provides eligible beneficiaries a form of counseling that aims to help people cope with grief and mourning following the death of a loved one.</p> <p><sup>1</sup> Grief Counseling services are provided through an agreement with LifeWorks US Inc.. LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks US Inc. provides are separate and apart from the insurance provided by MetLife.</p>
<p>Will Preparation: Automatically included with Supplemental Life. Face to Face meeting with a MetLife Legal Plans attorney.</p> <p>Will Preparation is offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York situated cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation.</p>
<p>MetLife Estate Resolution <u>Services<sup>SM</sup></u>- Automatically included with Supplemental Life. Face to Face meeting with a MetLife Legal Plans attorney</p> <p>Estate Resolution Services is offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island.</p>
<p><b>Funeral Discounts and Planning Services<sup>#</sup>:</b></p> <p>As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.</p> <p>When using a Dignity Memorial Network you have access to convenient planning services - either online at <a href="http://www.finalwishesplanning.com">www.finalwishesplanning.com</a>, by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.</p> <p><sup>#</sup> Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services held in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only. Not approved in AK, FL, KY, MT, ND, NY and WA.</p>
<p><b>Total Control Account (TCA):</b></p>



- ☐ TCA Settlement Option - Payment under the policy may be accomplished by placing the full amount of death claim proceeds into a TCA, an interest-bearing account with draft-writing privileges, and providing the beneficiary with a book of drafts. Beneficiary also receives a Customer Agreement and other materials describing the TCA.
- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation.
- ☐ Beneficiary can access the full amount of death proceeds, including any accrued interest, at any time by writing a single draft.
- ☐ Beneficiary can use a single draft to access the entire proceeds or several drafts for smaller amounts (*as little as \$250*). There are no limits on the number of drafts the beneficiary can write. Processing time is similar to check processing.
- ☐ Recordkeeping and draft clearing services for your TCA are provided by BNY Mellon Bank, 701 Market Street, Philadelphia, PA 19106.
- ☐ Beneficiary may also move all or a portion of the TCA balance (subject to applicable minimums) into any other settlement option for which he/she then qualifies.
- ☐ Principal and interest earned are backed by the financial strength and claims paying ability of MetLife.
- ☐ No charge for processing TCA drafts/making withdrawals, no monthly maintenance fees, and no charge for ordering additional TCA drafts. Charges may apply for an overdrawn TCA or special services. The current fees (*subject to change*) for those services are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; overnight delivery service \$25.
- ☐ Accountholders receive an account statement each month when there is activity in the account, and if there is no activity, an account statement will be sent once every three months. These periodic statements will be sent via postal mail or electronically.
- ☐ Additional information about the TCA and account services is available electronically through MetLife's easy to use MetOnline web site.
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are also available through a special toll-free number (800-638-7283).
- ☐ Through MetLife's automated phone system, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."
- ☐ Beneficiary may also may conveniently use the TCA as a source of funds to pay bills online or by phone (*no minimum payment amount*), and link to his or her favorite mobile payment service.

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. While the funds in the TCA are not insured by the Federal Deposit Insurance Corporation, they are guaranteed by the appropriate state insurance guaranty association.



The coverage limits vary by state. More information can be obtained by contacting the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com) or 703-481-5206). The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to TCAs will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

The interest rate on the TCA is set weekly and will always be the greater of the guaranteed rate stated in the accountholder's TCA package, or the rate established by one of two indices monitored by MetLife. MetLife calculates interest daily and compounds it, and adds it to the account monthly, so the accountholders earn interest on their interest. The interest earnings generally are taxable.

If there is no activity on the TCA for a period of time (*typically three years, but this may vary by state*), state regulations may require MetLife to contact the accountholder at the address on file. If MetLife is unable to reach the accountholder, MetLife may be required to close the TCA and transfer the funds to the state.

**Accelerated Benefits Option:** If included, the minimum that can be accelerated is \$20,000.

The definition of earnings used to define benefits will be **Basic Monthly Earnings**.

**Waiver of Premium:** Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.

Amounts up to the Non-Medical Maximum can be issued to employees who are actively at work and who have not been hospitalized in the 90 days prior to the date the employee makes a request for benefits.

**Enrolling in the Plan:**

- A statement of health will need to be submitted by employees who:
  - Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level.
  - Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days.
  - Have been hospitalized in the last 90 days.
  - Have indicated a medical condition on their enrollment form.
- Employees who are Actively-at-Work but who are not currently enrolled in the plan and experience a Qualifying Event must submit a statement of health in order to enroll for any amount of coverage.

**Benefit Increases:**

- **Supplemental Term Life:** Employees, Actively at Work, who are participating in the plan may increase their coverage up to the next benefit level without submitting a statement of health, provided the increased benefit does not exceed the Medical Evidence Level, as defined in the Summary of Benefits.
- **Basic Life, Dependent Supplemental Term Life:** Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.

The coverage will be subject to a contestability clause in accordance with the law.

Except in Washington: Supplemental and Dependent Life Insurance will not be paid to the



Beneficiary if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for such insurance, 1 year in North Dakota and Colorado) of the effective date of this certificate. Instead, we will pay the Beneficiary an amount equal to any contributions paid, without interest.

Except in Washington: if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for an increase in insurance, 1 year in North Dakota and Colorado) from the effective date of any increase in the amount of Supplemental and Dependent Life Insurance, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary:

an amount equal to all contributions paid for the increased amount, without interest; plus the amount of Supplemental Life Benefits that was in effect on the day before the effective date of such increased amount.

The employee must be covered for benefits in order for dependents to be covered.

Dependent benefits terminate at the earlier of: the employee's retirement or when the employee's coverage terminates.

Dependent Eligibility Deferment – Dependent is not confined to hospital, confined to home or receiving disability income from any source.

No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.

Dependent benefit cannot exceed the lesser of the amount for which the employee is insured or any applicable state law limit.



Table of Covered Losses for AD&D			
Covered Loss	Basic AD&D	Supplemental AD&D	Supplemental Dependent AD&D
Life	100%	100%	100%
Hand	50%	50%	50%
Foot	50%	50%	50%
Arm	75%	75%	75%
Leg	75%	75%	75%
Sight of One Eye	50%	50%	50%
Combination of a Hand, Foot, and/or Eye	100%	100%	100%
Thumb & Index Finger on the Same Hand	25%	25%	25%
Speech and Hearing	100%	100%	100%
Speech	50%	50%	50%
Hearing	50%	50%	50%
Paralysis of Both Arms and Both Legs	100%	100%	100%
Paralysis of Both Legs	50%	50%	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%	50%	50%
Paralysis of One Arm or Leg	25%	25%	25%
Brain Damage	100%	100%	100%
Coma	1% monthly up to 60 months	1% monthly up to 60 months	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount			
Additional Benefits			
Benefit	Basic AD&D	Supplemental AD&D	Supplemental Dependent AD&D
Air Bag Use	5% up to \$10,000	5% up to \$10,000	5% up to \$10,000
Seat Belt Use	10% up to \$25,000	10% up to \$25,000	10% up to \$25,000
Common Carrier	100% of Full Amount	100% of Full Amount	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount	Not Applicable	



<b>Limitations and Exclusions</b>	
<b>Limitations</b>	<ul style="list-style-type: none"> <li>The Accidental Death &amp; Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.</li> </ul>
<b>Exclusions</b>	<p>Accidental Death &amp; Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by:</p> <ul style="list-style-type: none"> <li>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;</li> <li>infection, other than infection occurring in an external accidental wound;</li> <li>suicide or attempted suicide; (In Missouri, such exclusion only applies while the person is sane);</li> <li>intentionally self-inflicted injury;</li> <li>service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;</li> <li>any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger (applies to: BasicPersonalADD); 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere;</li> <li>committing or attempting to commit a felony;</li> <li>the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes;</li> <li>war, whether declared or undeclared; or act of war, insurrection, rebellion, riot;</li> <li>driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.</li> </ul>



Highlights
<p>Broker Commissions included in the rate:</p> <ul style="list-style-type: none"> <li>Basic Life: Standard Scale</li> <li>Basic AD&amp;D: Standard Scale</li> <li>Supplemental Term Life: Flat 15.00%</li> <li>Supplemental Term AD&amp;D: Flat 15.00%</li> <li>Supplemental Dependent Life: Flat 15.00%</li> <li>Supplemental Dependent AD&amp;D: Flat 15.00%</li> </ul>
<p>Expected Participation</p> <ul style="list-style-type: none"> <li>Basic Life: 100%</li> <li>Basic AD&amp;D: 100%</li> <li>Supplemental Term Life: 71% and at least 10 covered lives.</li> <li>Supplemental Term AD&amp;D: 25%</li> <li>Supplemental Dependent Life: 25%</li> <li>Supplemental Dependent AD&amp;D: 25%</li> </ul>
<p>Employee Contributions</p> <ul style="list-style-type: none"> <li>Basic Life: 0%</li> <li>Basic AD&amp;D: 0%</li> <li>Supplemental Term Life: 100%</li> <li>Supplemental Term AD&amp;D: 100%</li> <li>Supplemental Dependent Life: 100%</li> <li>Supplemental Dependent AD&amp;D: 100%</li> </ul>
Situs is MARYLAND
Financial Arrangement: Non-retrospectively Experience Rated
Final rates will be based on actual enrollment and contribution levels.
Submit complete enrollment materials by the 15 <sup>th</sup> of the month preceding the effective date to ensure prompt Underwriting review.
<p>Benefits terminate at retirement for:</p> <ul style="list-style-type: none"> <li>Basic Life</li> <li>Basic AD&amp;D</li> <li>Supplemental Term Life</li> <li>Supplemental Term AD&amp;D</li> <li>Supplemental Dependent Life</li> <li>Supplemental Dependent AD&amp;D</li> </ul>
AD&D Benefits terminate when the corresponding Life Benefits terminate.
<p><b>Actively at Work</b></p> <p>This quote assumes and is only valid if all covered employees will be Actively At Work on the Contract effective date. If you are or become aware of employees who will not be Actively at Work on the Contract effective date, please advise and provide us with a listing of Non-Actively at Work employees in a non-individually identifiable manner, that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.</p>

### Employee Assistance Program – Standard

#### Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

#### Clinical Counseling

- Up to 5 distance (telephonic or video conferencing) counseling sessions per incident with licensed counselor

#### Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resources, research and referrals, including online interactive tools
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- World-class technology platform, including the consumer-grade LifeWorks Mobile App with unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments.

### Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event. **Fee for Service**
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. **Fee for Service**
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP. **Fee for Service**

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).





## Summary of Benefits

### Life / AD&D Insurance - RQ2 Life Option 2

Basic Life	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>Flat \$50,000</li> <li>Medical Evidence Level: \$50,000</li> <li>Reduces by: 35% at Age 65, 50% at Age 70</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>Conversion is included in this quote</li> <li>Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

Basic AD&D	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>100% of the Basic Life benefit.</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
<b>Basic Life</b>	\$0.197	\$700,000	\$138	\$1,655
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				
<b>Basic AD&amp;D</b>	\$0.020	\$700,000	\$14	\$168
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				



### Plan Features and Limitations

Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states on Basic Life except ND. Automatically included with Supplemental Life at no additional cost to the employee. Available in all situs states on Supplemental Life except for FL and ND.

Grief counseling is offered by LifeWorks US Inc.<sup>1</sup>. Grief counseling provides eligible beneficiaries a form of counseling that aims to help people cope with grief and mourning following the death of a loved one.

<sup>1</sup> Grief Counseling services are provided through an agreement with LifeWorks US Inc.. LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks US Inc. provides are separate and apart from the insurance provided by MetLife.

### Funeral Discounts and Planning Services<sup>#</sup>:

As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.

When using a Dignity Memorial Network you have access to convenient planning services - either online at [www.finalwishesplanning.com](http://www.finalwishesplanning.com), by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.

<sup>#</sup> Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services held in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only. Not approved in AK, FL, KY, MT, ND, NY and WA.

### Total Control Account (TCA):

- ☐ TCA Settlement Option - Payment under the policy may be accomplished by placing the full amount of death claim proceeds into a TCA, an interest-bearing account with draft-writing privileges, and providing the beneficiary with a book of drafts. Beneficiary also receives a Customer Agreement and other materials describing the TCA.
- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation.
- ☐ Beneficiary can access the full amount of death proceeds, including any accrued interest, at any time by writing a single draft.
- ☐ Beneficiary can use a single draft to access the entire proceeds or several drafts for smaller amounts (*as little as \$250*). There are no limits on the number of drafts the beneficiary can write. Processing time is similar to check processing.



- ☐ Recordkeeping and draft clearing services for your TCA are provided by BNY Mellon Bank, 701 Market Street, Philadelphia, PA 19106.
- ☐ Beneficiary may also move all or a portion of the TCA balance (subject to applicable minimums) into any other settlement option for which he/she then qualifies.
- ☐ Principal and interest earned are backed by the financial strength and claims paying ability of MetLife.
- ☐ No charge for processing TCA drafts/making withdrawals, no monthly maintenance fees, and no charge for ordering additional TCA drafts. Charges may apply for an overdrawn TCA or special services. The current fees (*subject to change*) for those services are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; overnight delivery service \$25.
- ☐ Accountholders receive an account statement each month when there is activity in the account, and if there is no activity, an account statement will be sent once every three months. These periodic statements will be sent via postal mail or electronically.
- ☐ Additional information about the TCA and account services is available electronically through MetLife's easy to use MetOnline web site.
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are also available through a special toll-free number (800-638-7283).
- ☐ Through MetLife's automated phone system, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."
- ☐ Beneficiary may also may conveniently use the TCA as a source of funds to pay bills online or by phone (*no minimum payment amount*), and link to his or her favorite mobile payment service.

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. While the funds in the TCA are not insured by the Federal Deposit Insurance Corporation, they are guaranteed by the appropriate state insurance guaranty association. The coverage limits vary by state. More information can be obtained by contacting the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com) or 703-481-5206). The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to TCAs will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

The interest rate on the TCA is set weekly and will always be the greater of the guaranteed rate stated in the accountholder's TCA package, or the rate established by one of two indices monitored by MetLife. MetLife calculates interest daily and compounds it, and adds it to the account monthly, so the accountholders earn interest on their interest. The interest earnings generally are taxable.

If there is no activity on the TCA for a period of time (*typically three years, but this may vary by state*), state regulations may require MetLife to contact the accountholder at the address on file. If MetLife is unable to reach the accountholder, MetLife may be required to close the TCA and transfer the funds to the state.



Accelerated Benefits Option: If included, the minimum that can be accelerated is \$20,000.
The definition of earnings used to define benefits will be <b>Basic Monthly Earnings</b> .
<b>Waiver of Premium:</b> Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.
<p>Enrolling in the Plan:</p> <ul style="list-style-type: none"> <li>▪ A statement of health will need to be submitted by employees who: <ul style="list-style-type: none"> <li>• Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level.</li> <li>• Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days.</li> <li>• Have indicated a medical condition on their enrollment form.</li> </ul> </li> </ul>
<p>Benefit Increases:</p> <ul style="list-style-type: none"> <li>▪ Basic Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.</li> </ul>
The coverage will be subject to a contestability clause in accordance with the law.
No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.



Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount



<b>Limitations and Exclusions</b>	
<b>Limitations</b>	<ul style="list-style-type: none"> <li>The Accidental Death &amp; Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.</li> </ul>
<b>Exclusions</b>	<p>Accidental Death &amp; Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by:</p> <ul style="list-style-type: none"> <li>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;</li> <li>infection, other than infection occurring in an external accidental wound;</li> <li>suicide or attempted suicide;</li> <li>intentionally self-inflicted injury;</li> <li>service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;</li> <li>any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere;</li> <li>committing or attempting to commit a felony;</li> <li>the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes;</li> <li>war, whether declared or undeclared; or act of war, insurrection, rebellion, riot;</li> <li>driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.</li> </ul>



<b>Highlights</b>	
Broker Commissions included in the rate: Standard Scale	
Expected Participation: 100%	
Employee Contributions: 0%	
Situs is MARYLAND	
Financial Arrangement: Non-retrospectively Experience Rated	
Final rates will be based on actual enrollment and contribution levels.	
Submit complete enrollment materials by the 15 <sup>th</sup> of the month preceding the effective date to ensure prompt Underwriting review.	
Benefits terminate at retirement for:	
Basic Life	
Basic AD&D	
AD&D Benefits terminate when the corresponding Life Benefits terminate.	
<b>Actively at Work</b>	
<p>This quote assumes and is only valid if all covered employees will be Actively At Work on the Contract effective date. If you are or become aware of employees who will not be Actively at Work on the Contract effective date, please advise and provide us with a listing of Non-Actively at Work employees in a non-individually identifiable manner, that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.</p>	

### Employee Assistance Program – Standard

#### Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

#### Clinical Counseling

- Up to 5 distance (telephonic or video conferencing) counseling sessions per incident with licensed counselor

#### Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resources, research and referrals, including online interactive tools
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- World-class technology platform, including the consumer-grade LifeWorks Mobile App with unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments.

### Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event. **Fee for Service**
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. **Fee for Service**
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP. **Fee for Service**

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).





## Summary of Benefits

### Life / AD&D Insurance - RQ2 Life Option 3

Basic Life	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>Flat \$10,000</li> <li>Medical Evidence Level: \$10,000</li> <li>Reduces by: 35% at Age 65, 50% at Age 70</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> <li>Conversion is included in this quote</li> <li>Accelerated Benefit Option: not included</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

Basic AD&D	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> <li>100% of the Basic Life benefit.</li> <li>Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)</li> </ul>
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
<b>Basic Life</b>	\$0.265	\$140,000	\$37	\$445
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				
<b>Basic AD&amp;D</b>	\$0.020	\$140,000	\$3	\$34
Rates are guaranteed from September 1, 2022 - August 31, 2024 (24 months)				



### Plan Features and Limitations

Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states on Basic Life except ND. Automatically included with Supplemental Life at no additional cost to the employee. Available in all situs states on Supplemental Life except for FL and ND.

Grief counseling is offered by LifeWorks US Inc.<sup>1</sup>. Grief counseling provides eligible beneficiaries a form of counseling that aims to help people cope with grief and mourning following the death of a loved one.

<sup>1</sup> Grief Counseling services are provided through an agreement with LifeWorks US Inc.. LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks US Inc. provides are separate and apart from the insurance provided by MetLife.

### Funeral Discounts and Planning Services<sup>#</sup>:

As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.

When using a Dignity Memorial Network you have access to convenient planning services - either online at [www.finalwishesplanning.com](http://www.finalwishesplanning.com), by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.

<sup>#</sup> Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services held in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only. Not approved in AK, FL, KY, MT, ND, NY and WA.

### Total Control Account (TCA):

- ☐ TCA Settlement Option - Payment under the policy may be accomplished by placing the full amount of death claim proceeds into a TCA, an interest-bearing account with draft-writing privileges, and providing the beneficiary with a book of drafts. Beneficiary also receives a Customer Agreement and other materials describing the TCA.
- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation.
- ☐ Beneficiary can access the full amount of death proceeds, including any accrued interest, at any time by writing a single draft.
- ☐ Beneficiary can use a single draft to access the entire proceeds or several drafts for smaller amounts (*as little as \$250*). There are no limits on the number of drafts the beneficiary can write. Processing time is similar to check processing.



- ☐ Recordkeeping and draft clearing services for your TCA are provided by BNY Mellon Bank, 701 Market Street, Philadelphia, PA 19106.
- ☐ Beneficiary may also move all or a portion of the TCA balance (subject to applicable minimums) into any other settlement option for which he/she then qualifies.
- ☐ Principal and interest earned are backed by the financial strength and claims paying ability of MetLife.
- ☐ No charge for processing TCA drafts/making withdrawals, no monthly maintenance fees, and no charge for ordering additional TCA drafts. Charges may apply for an overdrawn TCA or special services. The current fees (*subject to change*) for those services are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; overnight delivery service \$25.
- ☐ Accountholders receive an account statement each month when there is activity in the account, and if there is no activity, an account statement will be sent once every three months. These periodic statements will be sent via postal mail or electronically.
- ☐ Additional information about the TCA and account services is available electronically through MetLife's easy to use MetOnline web site.
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are also available through a special toll-free number (800-638-7283).
- ☐ Through MetLife's automated phone system, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."
- ☐ Beneficiary may also may conveniently use the TCA as a source of funds to pay bills online or by phone (*no minimum payment amount*), and link to his or her favorite mobile payment service.

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. While the funds in the TCA are not insured by the Federal Deposit Insurance Corporation, they are guaranteed by the appropriate state insurance guaranty association. The coverage limits vary by state. More information can be obtained by contacting the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com) or 703-481-5206). The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to TCAs will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

The interest rate on the TCA is set weekly and will always be the greater of the guaranteed rate stated in the accountholder's TCA package, or the rate established by one of two indices monitored by MetLife. MetLife calculates interest daily and compounds it, and adds it to the account monthly, so the accountholders earn interest on their interest. The interest earnings generally are taxable.

If there is no activity on the TCA for a period of time (*typically three years, but this may vary by state*), state regulations may require MetLife to contact the accountholder at the address on file. If MetLife is unable to reach the accountholder, MetLife may be required to close the TCA and transfer the funds to the state.



The definition of earnings used to define benefits will be <b>Basic Monthly Earnings</b> .
<b>Waiver of Premium:</b> Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.
<p>Enrolling in the Plan:</p> <ul style="list-style-type: none"> <li>▪ A statement of health will need to be submitted by employees who: <ul style="list-style-type: none"> <li>• Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level.</li> <li>• Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days.</li> <li>• Have indicated a medical condition on their enrollment form.</li> </ul> </li> </ul>
<p>Benefit Increases:</p> <ul style="list-style-type: none"> <li>▪ Basic Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.</li> </ul>
The coverage will be subject to a contestability clause in accordance with the law.
No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.



Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount



<b>Limitations and Exclusions</b>	
<b>Limitations</b>	<ul style="list-style-type: none"> <li>The Accidental Death &amp; Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.</li> </ul>
<b>Exclusions</b>	<p>Accidental Death &amp; Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by:</p> <ul style="list-style-type: none"> <li>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;</li> <li>infection, other than infection occurring in an external accidental wound;</li> <li>suicide or attempted suicide;</li> <li>intentionally self-inflicted injury;</li> <li>service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;</li> <li>any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere;</li> <li>committing or attempting to commit a felony;</li> <li>the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes;</li> <li>war, whether declared or undeclared; or act of war, insurrection, rebellion, riot;</li> <li>driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.</li> </ul>



<b>Highlights</b>	
Broker Commissions included in the rate: Standard Scale	
Expected Participation: 100%	
Employee Contributions: 0%	
Situs is MARYLAND	
Financial Arrangement: Non-retrospectively Experience Rated	
Final rates will be based on actual enrollment and contribution levels.	
Submit complete enrollment materials by the 15 <sup>th</sup> of the month preceding the effective date to ensure prompt Underwriting review.	
Benefits terminate at retirement for:	
Basic Life	
Basic AD&D	
AD&D Benefits terminate when the corresponding Life Benefits terminate.	
<b>Actively at Work</b>	
<p>This quote assumes and is only valid if all covered employees will be Actively At Work on the Contract effective date. If you are or become aware of employees who will not be Actively at Work on the Contract effective date, please advise and provide us with a listing of Non-Actively at Work employees in a non-individually identifiable manner, that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.</p>	

### Employee Assistance Program – Standard

#### Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

#### Clinical Counseling

- Up to 5 distance (telephonic or video conferencing) counseling sessions per incident with licensed counselor

#### Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resources, research and referrals, including online interactive tools
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- World-class technology platform, including the consumer-grade LifeWorks Mobile App with unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments.

### Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event. **Fee for Service**
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. **Fee for Service**
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP. **Fee for Service**

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).





Underwriting Assumptions
<p>Digital Estate Planning: Automatically included with Supplemental Life, Group Variable Universal Life and Group Universal Life. Offers unlimited access to create and execute key estate planning documents online by answering a few simple questions.</p>
<p>It is not available for customers situated in FL or located in GU, PR and VI. It is not included with dependent life coverages or certain GUL/GVUL policies. Domestic Partnerships are not currently supported however members in a domestic partnership may use a MetLife Legal Plans attorney for their planning needs. Online Notary is not available in all states. Group legal plans are provided by MetLife Legal Plans, Inc., Cleveland, OH. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, RI.</p>
<p>WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.</p>
<p>If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.</p>
<p>If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.</p>
<p>The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.</p>
<p>Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.</p>
<p><b>NOTICE REGARDING NON-US COVERAGE</b>  When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.</p>
<p>Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.</p>
<p>SIC Code: 9111</p>



## U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called “MetLife”), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an “Intermediary”). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee.

MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife’s current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Website at [www.metlife.com/business-and-brokers/broker-resources/broker-compensation](http://www.metlife.com/business-and-brokers/broker-resources/broker-compensation). Questions regarding Intermediary compensation can be directed to [ask4met@metlifeservice.com](mailto:ask4met@metlifeservice.com), or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

## Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0621014130[exp0822][All States][DC, GU, MP, PR, VI]

L0721014822[exp0922][All States]

**TOWN OF UPPER MARLBORO 457(B) GOVERNMENTAL PLAN**

## Proposal Summary

This summary outlines the estimated annualized cost payable by the Plan with respect to the first year of the contract based on the assumptions shown below. It is for illustration purposes only and is not a legally binding agreement.

Any change in these assumptions may result in a change to the *Estimated Annual Plan Costs* below. Additional fees may apply for certain features or services individually elected by the participants.<sup>1</sup>

### ASSUMPTIONS

Total number of participants with account balances	15
Total number of eligible employees	N/A
Total recurring contributions	\$100,000
Total external transfer amount	\$25,000

#### Additional Notes

- Contribution allocation instructions will be submitted electronically using a submission method acceptable to John Hancock.

### ESTIMATED ANNUAL PLAN COSTS (Asset-based + Dollar-based)

Asset-based	Current *	After Waiver *
Investment Services	0.18%	0.18%
Plan services	1.08%	1.08%
<b>Total:</b>	<b>1.26%</b>	<b>1.26%</b>

  

Dollar-based**	Current *	After Waiver *
Plan services	\$4.00/month	\$0.00/month
<b>Total:</b>	<b>\$4.00/month</b>	<b>\$0.00/month</b>

The fee shown is based on an annual dollar based contract-level charge that has been converted to a per month per participant charge based on the number of participants shown in the Assumptions section of this agreement.

An annual administration fee of \$1,000.00 will be applied to this contract. The administration fee is converted to a monthly amount and deducted prorata from participant accounts at the end of each month. See the *Supplemental Information Guide* for complete details.

#### \* Important Information

Some charges vary over time and are waived once certain conditions are met. The amounts shown in the Current column above will reduce as described below:

- The dollar-based contract-level charge reduces by \$4.00 per month per participant when the average balance per participant is \$50,000 or more at any contract anniversary.

The "After Waiver" column reflects the estimated annual plan costs if all waivers have taken effect.

\*\*Dollar-based costs are in addition to asset-based costs and are calculated described in the *Recordkeeping Agreement*.

## Details of Estimated Annual Plan Costs

**The estimated annual plan costs shown in the preceding summary cover the following items.**

The cost for these items may fluctuate based on a variety of factors. For full details, see the *Recordkeeping Agreement (RKA)* and *Supplemental Information Guide*.

### Core Plan Costs

#### Included in the Expense Ratios

Investment Services (asset-based)	
Underlying fund net cost	0.18%
<b>Total average expense ratio:</b>	<b>0.18%</b>

#### Contract-level charges

Plan Services (asset-based)	
John Hancock required revenue	0.51%
John Hancock TPA Program	0.05%
Financial representative services	0.50%
Wilshire 3(21) Adviser Services	0.02%
<b>Total asset based charges:</b>	<b>1.08%</b>

Plan Services (dollar-based) **	
John Hancock required revenue	\$1,000.00/annual

### Emerging Plan Required Revenue – Subject to Waivers

The following fees are in addition to the Core Plan Costs listed above. These fees are waived when the conditions listed in the Important Information on the preceding page are met.

#### Contract-level charges

Plan Services (dollar-based) **	
John Hancock required revenue	\$4.00/month

\*\*Dollar-based costs are in addition to asset-based costs and are calculated described in the *Recordkeeping Agreement*. See the Details of Charges and Fees section of the *Supplemental Information Guide* for additional information.

## Selected Investment Options

The following chart lists the investment options (Funds), and their corresponding Expense Ratios (ER's), that have been currently selected for the contract based on a sample lineup that is provided to all plans of a similar size, unless the Plan's advisor or the Plan Sponsor has directed John Hancock to present another lineup. The Funds selected below do not constitute legal or investment advice to you, your Plan or its participants by John Hancock.

The Average Expense Ratio is determined based on a simple average of the Expense Ratios for the Funds listed below and may vary depending on your final Fund selections.

The Expense Ratios (ER's) shown for the Funds are based on Signature Menu. They are effective as of June 30, 2022 and reflect the sub-account charges as of the proposal print date. Some Funds are marked with a "\*". In these cases, the underlying fund (the mutual fund, collective trust, or exchanged traded fund ("ETF") in which the Fund invests) has either waived a portion of, or capped, its fees. The Expense Ratio shown reflects the net expense ratio of the underlying fund after such expense waiver or cap. Please see the *Investment Comparative Chart (ICC)* for details.

Investment Option	Fund Manager	Expense Ratio
• DFA US Large Cap Value Fund	DFA	0.22%
• 500 Index Fund	John Hancock	0.05%
• Capital Appreciation Fund	Jennison	0.48%
TIAA-CREF Small-Cap Blend Index Fund	TIAA-CREF	0.05%
• DFA International Value Fund	DFA	0.29%
Fidelity International Index Fund	Fidelity	0.04%
Vanguard International Growth Fund	Vanguard	0.32%
• Northern Emerging Markets Equity Index Fund	Northern Trust	0.14%
• BlackRock LifePath Index 2065 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2060 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2055 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2050 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2045 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2040 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2035 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2030 Fund	BlackRock	0.09%
• BlackRock LifePath Index 2025 Fund	BlackRock	0.09%
• BlackRock LifePath Index Retirement Fund	BlackRock	0.09%
John Hancock Stable Value Fund	John Hancock	0.42%
• Total Bond Market Fund	John Hancock	0.08%
DFA Inflation-Protected Securities Fund	DFA	0.11%
• Federated Hermes Institutional High Yield Bond Fund	Federated Hermes	0.45%
American Funds Capital World Bond Fund	American Funds	0.48%

**Average Expense Ratio 0.18%**

For full details on Expense Ratios of the Funds available in Signature Menu see the *Investment Comparative Chart (ICC)*.

## Supplemental Information

### Underlying Fund Net Cost

The Underlying Fund Net Cost represents the amount paid for investment management or advisory services, and for operational and/or other expenses of the underlying fund. It is determined by deducting the amount of "Revenue from underlying fund (12b-1, STA, Other)" paid to John Hancock from the expense ratio of the underlying fund. The underlying fund expense ratio is determined by the underlying mutual fund, collective trust, or ETF, and reported in their annual reports, prospectuses, or trust documents. The Underlying Fund Net Cost is included in the Average Expense Ratio that constitutes part of the *Estimated Annual Plan Costs* stated above. See the *RKA* and *Supplemental Information Guide* for details.

### John Hancock's Required Revenue

- This represents the estimated revenue required to pay for the recordkeeping services that John Hancock provides to your Plan and participants, based on your Plan's characteristics and attributes. This is equal to the sum of the John Hancock required revenue charges listed in both the Core Plan Costs and Emerging Plan Required Revenue sections. See the *RKA* and *Supplemental Information Guide* for details.

### John Hancock TPA Program

The compensation received by John Hancock under the contract includes an amount that is used by the company to fund the John Hancock TPA Program. See the *John Hancock TPA Program* section of the *RKA* for details.

### Financial Representative Compensation

The following compensation is payable to your Financial Representative for the duration of your relationship with this Financial Representative. Compensation chargeback may apply (e.g., depending on the type, timing, date of withdrawal or the distribution event, etc.). Please contact your John Hancock representative for such rules and details.

#### Compensation based on Assets

As a % per annum of assets .....0.50%

<sup>1</sup> The following charges are only applicable if a participant elects the service:

- For charges related to Participant Service Fees, see the *John Hancock Required Revenue* section of the *RKA*

Group annuity contracts and recordkeeping agreements are issued by John Hancock Life Insurance Company (U.S.A.), Boston, MA (not licensed in New York). John Hancock Life Insurance Company (U.S.A.) makes available a platform of investment alternatives to sponsors or administrators of retirement plans without regard to the individualized needs of any plan. Unless otherwise specifically stated in writing, John Hancock Life Insurance Company (U.S.A.) does not, and is not undertaking to, provide impartial investment advice or give advice in a fiduciary capacity.

© 2022 All rights reserved.

G-PS 21057-GE 09/21-21057

457





# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator  
Date: Monday August 1<sup>st</sup>, 2022  
Re: Financial Items for Discussion

Commissioners,

Below is an overview of several different Financial Topics compiled into one memo for your review:

### **Financial Policies & Legislation Update**

Charter Amendment: Staff is recommending the Board consider updating Section 82–56. (Purchasing and Contracts) of the Town Charter which was last updated in 2010. Below are the two sentences’ staff would like the Board to consider increasing the amounts listed:

- “The President, as prescribed by ordinance, may be authorized to make individual purchases and execute contracts up to **\$2,000** in cost so long as the duration of the purchase or contract is one year or less without prior Board approval if such contracts or purchases were previously authorized by a budget ordinance or approved within any detailed budget documents supporting said budget ordinance.”
- “All expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (**\$10,000**) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous.”

As the Town has seen the benefit of a professional staff and Department heads in place to assist with the day-today operations of the Town over the past few years, the increasing of these limits will free up meeting and discussion time with the Board of Commissioners to focus on other matters.

Procurement Ordinance: Staff is recommending the Board consider replacing the Town’s current Ordinance 2011-02 Procurement Ordinance to address the below issues we have been having with it:

-Updating limits that the Mayor and Department heads can spend before bringing items before the Board. Currently the Mayor is only authorized to spend \$2,000 without Board approval, even if the procurement is within budgeted levels the Board authorized as a whole in the annual Budget Ordinance. Also, Department heads can only spend \$500 without the Mayor’s approval, even for routine purchases

-Updating Procurement limits, currently sealed bid is the recommended procurement method for any purchase or contract over \$10,000. Sealed bids should be reserved for much larger projects or expenditures.



-Authorizing Request for Proposals (RFPs) to be used for contracts instead of competitive sealed bids for contracts. RFPs allow for much more discussion between the Board, Town and vendors, and allows the Board more flexibility than just selecting the lowest bidder. While the Town has been using the RFP method for procurement for a few years now, each Resolution passed to authorize a purchase done with an RFP has to have special language in it expressing how the Board is bypassing the sealed bids method.

-Shifting responsibility from the President onto Staff and the Board as a whole instead of just one person.

-Staff is recommending several sections of the Ordinance 2011-02 be kept and carried over into the new Ordinance including Disposal of Town Property.

#### Financial Policies:

While the Charter Amendment and Procurement Ordinance will govern the overall powers of different entities of the Town and provide guardrails for Financial Policies, the Policies will be able to provide in-depth detail and procedure on the day-to-day operations of the Town Finance team. The policies are a bit more flexible and will be initially approved, and updated from time to time via a Resolution of the Board.

Timeline: The Board would like, Staff can work with the Town Attorney, Accounting Firm, and Auditing Firm, to draft up these three items for review at the September Board Work Session.

#### **Utility/Telecom Audit**

The Town was contacted by a firm Troy & Banks, Inc. cost management and consulting firm specializing in solutions to reduce utility and telecommunication expenses. Their firm reviews utility and telecom bills and finds savings and refunds. They are only paid if savings are found (they receive 29% of the savings), and refunds issued. The Town used this firm back in 2015.

Timeline: If the Board would like/interested, staff can reach back out to the firm and begin the process of getting an agreement before the Board for approval at the September Town Meeting.

#### **Town Reserve Funds/Certificate of Deposit Discussion**

The Town has a large sum of its reserve funds in our Maryland Local Government Investment Pool. Staff and the Town's Accounting firm are recommending that the Board consider shifting some of these funds into a more insured Certificate of Deposit (CD) account with either a local or online (higher interest rates) banking institution that is FDIC insured. Currently, the Town has funds in all banks within Town except Bank of America, who has a branch on Water Street.

Timeline: Staff can work with the Town Attorney to draft a Resolution for approval at the August Town Meeting for approval.



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator  
Date: Tuesday August 2<sup>nd</sup>, 2022  
Re: New Town Tax Rates

Commissioners,

The Board has discussed adding these below two rates several times over the past few months. IF the Board wishes to move forward, staff can work with Town Attorney Best to develop an enabling Ordinance for the Board to introduce at either the August Town Meeting, or discuss at the

### Agriculture-Use Tax

The Board has discussed implementing a lower tax rate for properties that are primarily use for agriculture and have little to no structures on them. A possible tax rate is \$0.25 per \$100 assessed value.

### Vacant Developed Real Property Tax

This tax is aimed to incentivize redevelopment of commercial properties within the Town limits. Vacant developed property tax is an established real property tax classification for vacant buildings different from those established under the Maryland code. Vacant developed property shall be classified with Prince George's County and be billed accordingly. Any parking lots or gravel lots, that do not have a valid Town Business license to operate will also be subjugated to this rate. A lot with no structures that is either grass or all vegetation would not be subject to this tax rate as it is "green space".

Staff would like to send notification letters to property owners who may be affected (properties identified as possibly being vacant) prior to the Board introducing this Ordinance. This will allow the property owners a chance to provide comment or insight, or even advise the Town that the property is not vacant and provide a business occupying the structure that can be sent a Town Business License application.

The City of Mount Rainer is the only other municipality in the County to have this rate, with their tax rate being \$2.50 per \$100 of assessed valuation. In FY22 they budgeted this tax rate to generate \$190,000 in revenue.

### **DRAFT Language- Vacant Property Tax Ordinance**

- A. The definitions prescribed shall apply to this Section.
- B. The municipal tax rate for vacant developed property shall be the amount established by the Ordinance setting the tax rate for that fiscal year on assessments of property subject to municipal property tax.
- C. A lot or parcel shall be subject to the vacant developed property tax rate if it has a building that is registered or designated by the Town Administrator as a vacant building.
- D. For mixed-use commercial and residential properties with a vacant commercial portion, the vacant developed property tax rate shall apply only to the assessed value of the improved area containing the vacant commercial portion, which shall be determined by multiplying the total assessed value of the improvements by the percentage of the improved area consisting of the vacant commercial portion.
- E. The vacant developed property tax rate shall not apply to a lot or parcel with a vacant utilitarian industrial? building if the property also has an occupied building that has an above-grade area equal to or greater than that of the utilitarian building.
- F. Vacant developed property shall not be subject to the vacant developed property tax rate when it is under active construction or undergoing active rehabilitation, renovation, or repair, and there is a valid building permit to make the building fit for occupancy. The exemption from the vacant developed property tax rate under this paragraph shall not exceed a total of two (2) years while the property remains under the ownership of one (1) person or related persons.
- G. The Town Administrator shall transmit to the Prince George's County tax assessor a list of properties subject to the vacant developed property tax by May 1 of each year, and the vacant developed property tax rate will be levied upon the properties the following fiscal year.
- H. When a property becomes occupied or exempt from the vacant developed property tax rate pursuant to Subsection F, the owner shall notify the Town Administrator in the manner as may be prescribed by regulation. If the request for termination of the vacant developed property tax rate is approved, the termination shall be effective the following fiscal year.
- I. If the vacant developed property tax rate is paid on a property because of an error on the part of the Town, the municipal property tax paid in excess of the taxes due under the regular municipal rate shall be refunded. Refunds pursuant to this subsection shall not exceed the value of the excess payment for a period of one (1) year.
- J. The Town Administrator will, upon request, provide written notice to the lenders for prospective purchasers of vacant developed property that the property will not be subject to the vacant developed property tax rate commencing the following fiscal year if the property is occupied or satisfies the requirements of Subsection E.

## **Exceptions.**

### **A. Temporary exception for death of owner-occupant**

1. A residential property that becomes vacant as a result of the death of an owner of the property who resided at the property or for whom the property was their domicile at the time of their death shall not constitute a vacant developed property for a period of two (2) years after the date of death.
2. To qualify for this exemption, a representative of the estate of the deceased must provide the Town Administrator with a copy of the death certificate and proof that, on the date of death, the deceased resided at the property, or the property was their domicile.
3. Domicile means the place where a person has his or her true, fixed, permanent home, habitation and principal establishment, without any present intention of removing therefrom, and to which place he or she has the intent to return when absent.

**B. Temporary exception for accidental damage.**

1. An occupied residential property that becomes uninhabitable as a result of a fire or flood, unless intentionally caused by the owner or his or her agent, or a natural disaster, shall not constitute a vacant developed property for a period of two (2) years after the incident that caused the property to become uninhabitable or unusable.
2. To qualify for this exemption, the owner must provide satisfactory proof to the Town Administrator that the property is uninhabitable as a result of a fire, flood, or natural disaster, and the date the fire, flood, or natural disaster occurred. Examples of records that may constitute satisfactory proof include, but are not limited to, police and fire reports, insurance company correspondence and claim documentation, news and weather reports, photographs, videos, and code enforcement inspection records.



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: John Hoatson, Town Clerk  
Date: Monday, August 1, 2022  
Re: Minute Changes Town of Upper Marlboro

Commissioners,

As we move into FY 2023, The Town Clerk's office is working to streamline processes of daily job functions. One area that could use some improvement is recording of meeting minutes.

With the Board's approval the meeting minutes will be prepared in the following manner moving forward. I have prepared the minutes in the new way for your review. You will notice that it is much easier to review the minutes with this revised format.

### **Research:**

The Maryland Open Meetings Act states the following with regards to meeting minutes.

### **(Chapter 6 Meeting Documents)**

*Open Meetings Act Manual (10th ed., January 2021) 6-3 B. Meeting minutes – open and closed sessions Generally, “as soon as practicable after a public body meets, it shall have minutes of its session prepared.” § 3-306(b)(1). There are two exceptions to that rule. First, a public body need not prepare minutes for an open session if “live and archived video or audio streaming of the open session is available,” and, second, “the public body votes on legislation and the individual votes taken by each member of the public body who participates in the voting are posted promptly on the Internet.” § 3-306(b)(2).1*

It would be advantageous for the Town to follow the Maryland Open Meeting Act. The time it takes to prepare and type written minutes from meetings can be more effectively used in other areas and projects.

**REVISED FORMAT:****Regular Town Meetings: (See Sample Minutes Attached)**

Video of the Regular Town Meeting will be posted within 24 hours.

Town Clerk will record attendance (including guests and their affiliation) at the meeting and list each item of legislation voted on during the proceedings.

Town Clerk will record all motions made, the name of the motion maker and second as well as the outcome of the votes taken.

Town Clerk will also record the time of the vote in the video to make it easier to track for future reference.

**Board Work Session:**

Video of the Board Work Session will be posted within 24 hours.

Town Clerk will record the attendance (including guests and their affiliation) at the meeting.

Town Clerk will also record any pertinent notes from the proceedings.

**No Changes Needed To Town Policy:**

Resolution 2022-05: Rules of Order and Regulation For Public Meetings states the following with regards to minutes from meetings:

***ARTICLE 4. MINUTES & RECORD KEEPING******4.1 Minutes of Meetings.***

*Minutes of regular meetings, special meetings, public hearings, public meetings, and work sessions shall be made available to the Public by the Town Clerk. However, minutes shall not be available until approved by the Board in a regular meeting. Approved minutes are also posted on the Town's website. Minutes of closed sessions of the body held in accordance with applicable state law shall not be open to public inspection, shall be approved in closed session, and shall remain sealed until the body votes to disclose them which should be reviewed and decided on a periodic basis or as otherwise agreed upon by the Board.*

Resolution 2022-05 makes no reference to the term, “Written Minutes”. Board of Town Commissioners will still approve the minutes as prepared prior to being posted on the Town website.

Hopefully streamlining this process will make things in the Clerk’s office more efficient and allow for time to be dedicated on projects and essential items for the Town.

Any questions, please let me know.



# Town of Upper Marlboro

## JULY REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, July 26, 2022 at 7:00 PM

### MINUTES

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the public at this time, citizens may participate by video or phone (please sign-in with the Clerk):

<https://uppermarlbormd-gov.zoom.us/j/86908333273?pwd=R0xRQmErMkhtc3VPMXN5NEdKNnQ3UT09>

**Passcode:** 942250; **Webinar ID:** 849 9271 3786; **Dial-in only:** 301-715-8592

### REGULAR TOWN MEETING AGENDA: 7:00 PM

Please refer to the meeting recording for full details of the proceedings

1. **Call to Order**

2. **Roll Call**

**President Franklin**

**Commissioner Colbert**

**Commissioner Duckett**

**Commissioner Hanchett**

**Commissioner Lott**

**Kyle Snyder, Town Administrator**

**David Burse, Police Chief**

**Darnell Bond, Public Works Director**

**John Hoatson, Town Clerk**

3. **Pledge of Allegiance**

4. **Review of Agenda**

**Time: 8:19**

**Vote to approve the revised agenda to add Commissioner Colbert a time to make comment from the July 12, 2022 Board Work Session.**

**Motion made by Commissioner Duckett, Seconded by Commissioner Hanchett.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor**

**Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**



**5. Consent Agenda (See Meeting Packet For The Following Items)**

- A. Minutes
- B. Finance Department Reports
- C. Public Safety Department Report
- D. Public Works Department Report
- E. Administrative Department Report

**Time: 9:26**

**Motion was made by Commissioner Duckett to approve the consent agenda and seconded by Commissioner Hanchett.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

**6. A. Pride Proclamation**

**Time: 10:15**

**Motion was made by Commissioner Hanchett to approve the Pride Proclamation and seconded by Commissioner Colbert.**

**Voting Yea: Commissioner Colbert, President / Mayor Franklin, Commissioner Hanchett**

**Voting Nay: Commissioner Duckett**

**Abstain: Commissioner Lott**

**B. Juneteenth Proclamation**

**Time: 16:34**

**Motion was made by Commissioner Duckett to approve the Juneteenth Proclamation with the amended language in the memorandum & seconded by Commissioner Colbert.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

## **7. Reports (See Meeting Recording For Committee & Council Reports)**

- A. Arts Council Committee Report
- B. CERT Committee Report
- C. Events Committee Report
- D. Green Team Committee Report
- E. Greenwill Consulting Committee Report
- F. Historical Committee Report
- G. Sustainable Communities Committee Report
- H. Commissioner Reports

## **8. Business**

*Public comment will be taken prior to Business line items (3 minutes per item)*

- A. Economic Development Firm Presentations

**Item was tabled until the August Board Work Session, August 9, 2022**

- B. Resolution 2022-12 Setting Service Fees (Board Vote)

**Time: 44:52**

**Motion was made by Commissioner Duckett to approve Resolution 2022-12 Setting Service Fees with amended language and seconded by Commissioner Lott.**

**Vendor Fee: \$100.00 Town Entities (Residents & Businesses) / \$125.00 Out of Town Entities.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

- C. Resolution 2022-13 Annexation Legal Services (Board Vote)

**Time: 51:20**

**Motion was made by Commissioner Duckett to approve Resolution 2022-13 Annexation Legal Services and seconded by Commissioner Lott.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

- D. Resolution 2022-14 Authorize Police Body Camera Purchase (Board Vote)

**Time: 107:13**

**Motion was made by Commissioner Lott to approve Resolution 2022-14 Authorize Police Body Camera Purchase with amended language and seconded by Commissioner Hanchett.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

- E. Resolution 2022-15 ParkMobile Agreement (Board Vote)

**Resolution 2022-15 ParkMobile Agreement was tabled until further update.**

- F. Policies (Board Vote)

A. Events

B. OT & Drug Testing

C. Citations & Proclamations

D. FIP / BIP Grant Awards

**Time: 1:53:26**

**Motion was made by Commissioner Duckett to approve the Policies with the amended language and seconded by Commissioner Lott.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

- F. New Contract Timeline (Board Vote)

**Time: 157:35**

**Motion was made by Commissioner Duckett to Direct staff to release Request For Proposals for Town Cleaning Services & Lobbying in September / Media Support & IT in February and seconded by Commissioner Hanchett.**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

G. Branding and Horse Show (Update) **(See Meeting Recording For Update)**

H. Cruzin' Main Street Event Application (Board Vote)

**Time: 2:05:30**

**Motion was made by Commissioner Duckett to approve the Cruzin' Main Street Event Application and seconded by Commissioner Colbert**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

**Need to make sure the businesses are aware that Cruzin's Main Street is happening in Town.**

9. Administrative Updates

A. Downtown Upper Marlboro Beautification Plan

**Time: 2:06:04**

**Kyle Snyder, Town Administrator & Darnell Bond, Public Works Director will work to execute the plan with Board of Commissioner approval.**

B. CSA23 Leadership Event Support Request

**Time: 2:14:43**

**Board of Commissioners approved chairs and \$250.00 to the National Night Out event being put on by CSA23 Leadership Group.**

**Commissioner Colbert provided comments from the July 12, 2022 Board Work Session.**

**10. Public Comment (See Meeting Recording For Public Comment)**

*For items not necessarily on the immediate agenda (3 minutes per item)*

**11. Preliminary Approval of Next Meeting Agenda**

## **12. Adjournment**

**Time: 2:37:41**

**Motion was made by Commissioner Duckett to adjourn the meeting and seconded by Commissioner Hanchett**

**Voting Yea: Commissioner Colbert, Commissioner Duckett, President / Mayor Franklin, Commissioner Hanchett & Commissioner Lott**

**Voting Nay: None**

**Abstain: None**

## **PUBLIC COMMENT PROCEDURES**

Your Town government appreciates citizen input. To maximize effective resolutions on resident's issues, we encourage Town residents and businesses to contact us at Town Hall weekdays: 9 a.m.– 5 p.m., or by written correspondence (or email to [info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)). You are always welcome to schedule an appointment with the President or a Commissioner to discuss municipal problems and quality-of-life issues one-on-one and work together towards a satisfactory solution.

Agendas for meetings are posted on our website and notices of legislative items are also posted on the Town's social media accounts (Facebook, Twitter & Instagram).

Our meetings are open to the public, and we ask that residents who want to comment to please follow the rules that have been established by **"RESOLUTION 2022-05: A RESOLUTION FOR THE ADOPTION OF NEW RULES OF ORDER AND REGULATIONS FOR PUBLIC MEETINGS OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO."**

### **Citizen Input:**

- Members of the public may speak for three (3) minutes, during Public Comment Time, at Regular Town meetings of the Board of Commissioners according to procedures established by the Board.
- A sign-up sheet will be placed on the side table in the room for people to sign-in if they wish to speak. They will be called to speak at the podium in the order in which they were signed-in. If the meeting is held virtually, the public will be able to "raise their hand" or chat with the Town Clerk to sign up to speak.
- Each speaker is limited to one presentation per agenda item allowing for public comment per meeting and a maximum timed limit of three (3) minutes unless another limit is established.
- If the subject matter does not pertain to Town business the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
- Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
- Citizens speaking on non-agenda items shall only speak on matters pertaining to Town business or issues which the Board would have the authority to act upon if brought forth as an agenda item.
- The Board may not act upon or discuss any issue brought forth as a non-agenda item; except to: Make a statement of specific factual information given in response to the inquiry, or a recitation of existing policy in response to the inquiry.
- Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, misleading, or personal attacks are strictly prohibited. Violators may be removed from the Commission chambers.
- No placards, banners or signs may be displayed in the Board chambers or Town Hall. Exhibits relating to a presentation are acceptable.
- Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda, or that are municipal issues and must be complete within the three-minute comment period allotted to the speaker.

**Each individual speaker must stand, state their name and home of record (street name only) and approach the Board to a designated position in order to be recognized by the Chair of the Board, and to be heard by the recording Clerk, as well as others in attendance.**

*When the meeting is held on a virtual platform, please sign-in with your First and last name and raise your hand to comment on an item.*

All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 17.

## Citation/Proclamation Policy

The Town of Upper Marlboro's elected officials wish to support the Community through providing official proclamations and citations for important events and occasions. The Town will use the following guidelines to determine whether or not to issue a requested citation:

A **citation** is given for a specific achievement of a person or organization, such as a retirement, milestone birthday, Boy Scout Eagle Award or Girl Scout Gold Award, or a similar achievement. Citations are NOT given for achievements such as graduating high school or college or receiving a particular scholarship. Citations are issued by the Mayor/President of the Town of Upper Marlboro and does not require oversight by the Board of Town Commissioners,

A **proclamation** may be issued to recognize a day, week, or month in awareness of a cause. Unless other law requires otherwise, A Proclamation may be issued by the president of the Board of Commissioners or by vote of the Board of Commissioners. In the case of Board made proclamations, If the vote passes by a majority vote, the proclamation is issued and all Commissioners who vote in favor may sign it." If the vote fails, the proclamation will not be promulgated. The Board may issue further guidelines for the issuance of Mayoral or Board proclamations.

1. In the interest of preserving the separation between church and state; Citations or Proclamations will not be issued for religious events of any denomination. Historic milestones for religious buildings or organizations of any denomination will be issued as they relate to the Churches history in the Town or its accomplishments for the Upper Marlboro Community.
2. In General, citations and proclamations will only be issued to Town residents or Businesses within the Town limits except in the following cases:
  - a. When celebrating a school's achievement that the school district includes any part of the incorporated Town.
  - b. When celebrating individual student's academic achievement at any school within the 20772 and 20774 zip codes or have an address with the Post Office listed as Upper Marlboro, MD.
3. Individual citations and proclamations will not be issued for groups of more than 60 individuals at one time.