

Terry L. Baker, *President*  
Jeffrey A. Cline, *Vice  
President*



John F. Barr  
Wayne K. Keefer  
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## **BOARD OF COUNTY COMMISSIONERS**

**May 22, 2018**

### **Agenda**

09:00 A.M. INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President Terry L. Baker*  
APPROVAL OF MINUTES –MAY 15, 2018

09:05 A.M. CLOSED SESSION

*(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consult with staff, consultants, or other individuals about pending or potential litigation; to consult with counsel to obtain legal advice on a legal matter; and to consider the acquisition of real property for a public purpose and matters directly related thereto.)*

### **RECONVENE IN OPEN SESSION**

10:10 A.M. COMMISSIONERS' REPORTS AND COMMENTS

10:15 A.M. REPORTS FROM COUNTY STAFF

10:20 A.M. CITIZENS PARTICIPATION

10:25 A.M. WASHINGTON GOES PURPLE – *Sheriff Mullendore and Emily Keller*

10:35 A.M. SENATOR AMOSS FUNDING ALLOCATION – *Tom Brown, Emergency Management Specialist, Division of Emergency Services*

10:40 A.M. FY19 SENIOR CITIZEN ACTIVITIES CENTER OPERATING FUND GRANT APPLICATION – APPROVAL TO SUBMIT APPLICATION – *Stephanie Lapole, Grant Manager*

10:45 A.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE – ONE (1) STREET SWEEPER – *Rick Curry, Director of Purchasing and Dave Mason, Deputy Director of Solid Waste and Watershed Programs*

10:50 A.M. BOYS AND GIRLS CLUB YOUTH OF THE YEAR: MATTHEW HERNANDEZ-ROCKWELL – *Board of County Commissioners*

11:00 A.M. **PUBLIC HEARING:** RZ-18-001, ZONING CHANGE ON HOPEWELL BLVD – APPLICANT: THOMAS BENNETT & HUNTER INC. – *Travis Allen, Comprehensive Planner, Department of Planning & Zoning*

- 11:15 A.M. PROPOSED ESTABLISHMENT AND MODIFICATION TO CERTAIN LANDFILL USER FEES FOR FY2019 – *Dave Mason, Deputy Director of Solid Waste and Watershed Programs and Sara Greaves, Chief Financial Officer*
- 11:25 A.M. PROPOSED MODIFICATION OF WATER AND SEWER RATES FOR FY2019 – *Daniel DiVito, Deputy Director of Water Quality and Sara Greaves, Chief Financial Officer*
- 11:35 A.M. FY2019 OPERATING AND CAPITAL BUDGET ADOPTION - *Sara Greaves, Chief Financial Officer and Kim Edlund, Director of Budget and Finance*
- 11:55 A.M. ADJOURNMENT



Agenda Report Form

Open Session Item

**SUBJECT:** Washington Goes Purple

**PRESENTATION DATE:** 05/22/2018

**PRESENTATION BY:** Sheriff Mullendore and Emily Keller

**RECOMMENDED MOTION:** Not Applicable

**REPORT-IN-BRIEF:** Washington Goes Purple is a substance abuse awareness program to educate our youth about the dangers of prescription pills. It is modeled after the highly successful program “Talbot Goes Purple” in Talbot County ([www.talbotgoespurple.org](http://www.talbotgoespurple.org)). With the heroin epidemic we are facing, it is incredibly important to educate our youth that prescription pills are synthetic heroin.

Washington Goes Purple is a collaboration between several community partners, including the Health Department, Local Governments, Chamber of Commerce, Rotary Clubs, Police, Fire and EMS. Our community will “Go Purple” in September in an effort to show solidarity and spread the word. We have a team of volunteers who will be providing educational materials at different community events, organizations, and clubs.

We will be educating every middle and high school teacher, providing them a WGP T-Shirt and educational brochures. Throughout the first several weeks of school, we will be talking to the students and also providing educational materials. More information can be found at [www.washingtongoespurple.com](http://www.washingtongoespurple.com).

All donations are tax-deductible and are being handled by the Community Foundation of Washington County.

**DISCUSSION:**

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Washington Goes Purple Brochure and 1-Pager

**AUDIO/VISUAL NEEDS:** None

## MESSAGES FROM LAW ENFORCEMENT:

“ In my 29 years of law enforcement, I have worked tirelessly to combat illegal narcotics and addiction in the communities I have served. Nothing can compare to the devastation that the opioid epidemic has brought to Hagerstown's door steps.

Opioid addiction does not discriminate by any demographic in our society and has in fact touched all of us in some fashion. Law enforcement alone cannot arrest our way out of this horrible crisis.

It will take education, perseverance, selflessness and the dedication from all community stakeholders to combat this epidemic and the terrible effect has on our community. I believe that as long as we are united, we can and will make an impact."

- Chief Victor Brito, Hagerstown Police Department



Washington County Health Department -  
Local Addictions Authority  
Phone: 240-313-3310

Washington County Mental Health  
Authority  
Phone: 301-739-2490

## HOW CAN I HELP?

Washington Goes Purple is an ambitious and important project, and your support is greatly appreciated. All contributions are tax-deductible, made through our partner the Community Foundation of Washington County. When you click the link to donate, choose the "Washington Goes Purple" drop down. If you'd like to offer in-kind support, please contact us.

## THE GOOD SAMARITAN LAW

Never leave anyone who needs help. Whether there's an overdose on alcohol or drugs, dial 911 and then WAIT FOR HELP. The Good Samaritan Law protects people who help from certain crimes. It does NOT protect people who leave!

## NARCAN TRAINING

If you know someone using or abusing heroin, call 240-313-3310 for free Narcan training.



Have the "new conversation" -  
Talk to your kids about the  
dangers of misusing prescription  
painkillers

# Prevent Addiction.

[www.washingtongoespurple.com](http://www.washingtongoespurple.com)

91 PEOPLE DIE EVERY DAY FROM HEROIN OR PRESCRIPTION PAINKILLER OVERDOSE.



Washington Goes Purple is a substance abuse awareness program that will engage our community and youth to stand against substance abuse.

Painkillers are **synthetic heroin**. It's time to have "the new conversation" with our kids about prescription pain killers.

More information on Washington Goes Purple is available at [www.washingtongoespurple.com](http://www.washingtongoespurple.com) and [facebook.com/washingtongoespurple](https://facebook.com/washingtongoespurple)

TEEN RX DRUG ABUSE FACTS

- 6 percent of 12th graders report using narcotic drugs, among the most dangerous of prescription medications
- 14 percent of 12th graders report using one or more of these prescription drugs —narcotics, sedatives, tranquilizers, and/or amphetamines
- 3 percent of 10th graders report using the narcotic pain reliever OxyContin
- 18 percent of high school students report taking a prescription drug without a prescription
- Most teens report getting prescription medications from friends or relatives
- Teens today perceive fewer risks associated with misusing or abusing prescription stimulants than did their peers in 2009

Source: Johnston, L. D., O'Malley, P. M., Miech, R.A., Bachman, J. G., & Schulenberg, J. E. (2015). Monitoring the Future national results on adolescent drug use: Overview of key findings, 2014. Ann Arbor, Mich.: Institute for Social Research, the University of Michigan

**13.9% OF HIGH SCHOOL SENIORS**  
USED A PRESCRIPTION DRUG NON-MEDICALLY  
IN THE PAST YEAR.



(Source: University of Michigan, 2014 Monitoring the Future Study, www.monitoringthefuture.org)

MESSAGES FROM LAW ENFORCEMENT:

“ Most opioid addictions begin with the use and abuse of prescription opioids. Oxycontin, Oxycodone, Hydrocodone, Morphine, Percocet and Vicodin are all synthetic opioids and should be monitored closely when prescribed and used only for a very short time.

There is no set time for how long it takes for the body to transition from drug dependence to opiate addiction, but the longer and more you use opiates, the faster addiction will occur.

Please be responsible and consult with your physician when using these prescriptions. Overdose deaths in Washington County far exceed the number of deaths by motor vehicle crashes and homicides combined."

-Sheriff Mullendore, Washington County Sheriff's Department.





## **A SUBSTANCE ABUSE AWARENESS PROGRAM THAT WILL ENGAGE OUR COMMUNITY AND YOUTH TO STAND AGAINST SUBSTANCE ABUSE.**

- Painkillers are synthetic heroin. It's time to have the "new conversation" with our kids about prescription pain killers.
- Washington Goes Purple will spread awareness about the dangers of prescription pill misuse, The Good Samaritan Law, and the importance of properly disposing of your prescriptions
- Join our community partners and get involved today!

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Washington Goes Purple is an ambitious and important project, and your support is greatly appreciated. All contributions are tax-deductible, made through our partner the Community Foundation of Washington County.



Open Session Item

**SUBJECT:** Senator Amoss Funding Allocation

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Tom Brown, Emergency Management Specialist

**RECOMMENDED MOTION:** Move to accept the recommendations of the Director of Emergency Services, authorizing the Department of Budget and Finance to reimburse volunteer fire and EMS companies for qualified expenses under the FY 2018 Senator William H. Amoss Fire, Rescue, and Ambulance Fund subsidy, as outlined in the attached document. All submissions for reimbursement under this program shall be reviewed and authorized by the Director of Emergency Services. The total FY 2018 funding received by the County is \$339,691.00

**REPORT-IN-BRIEF:** The State of Maryland distributes an annual payment to each County for support of local fire and rescue operations. The County in turn makes notification of the funding to the eligible volunteer fire and rescue corporations. Financial accountability and reporting is handled within the Division of Emergency Services and the County files a financial report with the State on an annual basis.

**DISCUSSION:** The Senator William H. Amoss Fire, Rescue, and Ambulance Fund is authorized within the Public Safety Article of the Annotated Code of Maryland. The Maryland Emergency Management Agency is responsible for the program.

**FISCAL IMPACT:** Loss of funding would result in the reduction of equipment funding and an increase in unreimbursed expenditures for the independent fire and EMS companies.

**CONCURRENCES:** Dale Hill, President, WCVFRA

Kim Edlund, Director, Budget and Finance

Robert J. Slocum, County Administrator

**ALTERNATIVES:** None

**ATTACHMENTS:** Fiscal Year 2018 Distribution Matrix

**AUDIO/VISUAL NEEDS:** None

Washington County, Maryland  
 Allocation of 508 State Grant Funds

Fiscal Year 2018

<u>Fire</u>		<b>Total Distributions</b>	<b>Amount</b>
Hagerstown Fire Department	1468	6	78,390.40
First Hose Comanay of Boonsboro	920	1	13,065.03
Clear Spring Volunteer Fire Company	396	1	13,065.03
Williamsport Volunteer Fire and EMS	2651	1	13,065.03
Community Volunteer Fire Company	699	1	13,065.03
Funkstown Volunteer Fire Company	1377	1	13,065.03
Volunteer Fire Company of Halfway	1498	1	13,065.03
Leitersburg Volunteer Fire Company	1688	1	13,065.03
Maugansville Goodwill Volunteer Fire Company	1813	1	13,065.03
Smithsburg Community Volunteer Fire Company	2310	1	13,065.03
Sharpsburg Volunteer Fire Company	2224	1	13,065.03
Potomac Valley Volunteer Fire Company	2068	1	13,065.03
Hancock Volunteer Fire Company	1510	1	13,065.03
Longmeadow Volunteer Fire Company	1698	1	13,065.03
Mt. Aetna Volunteer Fire Company	1908	1	13,065.03
<b>Total Distribution - Fire</b>		<b>20</b>	<b>261,300.82</b>
<u>EMS</u>			
Sharpsburg Area Emergency Medical Service	6013	1	13,065.03
Hancock Rescue Squad	1502	1	13,065.03
Boonsboro Area Emergency Medical Service	281	1	13,065.03
Clear Spring Volunteer Ambulance Club	393	1	13,065.03
Smithsburg Area Emergency Medical Service	2309	1	13,065.03
Community Rescue Service, Inc.	1035	1	13,065.03
<b>Total Distribution - EMS</b>		<b>6</b>	<b>78,390.18</b>
<b>Grand Total</b>		<b>26</b>	<b>339,691.00</b>
		undistributed	



## Agenda Report Form

### Open Session Item

**SUBJECT:** FY19 Senior Citizen Activities Center Operating Fund Grant Application – Approval to Submit Application

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Stephanie Lapole, Grant Manager, Office of Grant Management and Amy Olack, Executive Director, Washington County Commission on Aging

**RECOMMENDED MOTION:** Move to approve the submission of the application for the Senior Citizens Activities Center Operating Fund Grant to the Maryland Department of Aging in the amount of \$40,449 and accept awarded funding.

**REPORT-IN-BRIEF:** The Washington County Office of Grant Management is seeking approval on behalf of the Washington County Commission on Aging to request funding in the amount of \$11,289 which will be utilized to offset the cost of salary and benefits for the Assistant Director of the Senior Activities Center.

In addition, the Washington County Commission on Aging is seeking \$29,160 of competitive grant funds in order to create a new innovative Senior Activities Center program called Cycling for Seniors which will focus on increasing exercise and addressing chronic disease prevention and/or management. The Cycling for Seniors program would create a new dedicated cycling room at the Center.

**DISCUSSION:** The Maryland Department of Aging requires applications to only be submitted by local governments; therefore, the County will be the grant applicant and will then enter into a sub-recipient agreement with the Washington County Commission on Aging to implement the grant-funded project. Any grant-awarded funds will be received and disbursed through the County's Budget and Finance office and the Office of Grant Management will ensure all required fiscal and programmatic reports are submitted in an accurate and timely manner. The grant performance period is from July 1, 2018 through June 30, 2019 and matching funds are not required.

**FISCAL IMPACT:** Recurring expenses will be the sole responsibility of the Washington County Commission on Aging.

**CONCURRENCES:** Director, Office of Grant Management

**ALTERNATIVES:** Deny approval for submission of this request

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



Agenda Report Form

Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase – Purchase of One (1) Street Sweeper

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Rick Curry, CPPO – Director of Purchasing and David A. Mason, P.E., Deputy Director of Solid Waste and Watershed Programs

**RECOMMENDED MOTION:** To authorize by Resolution, the Washington County Highway Department to purchase one (1) Street Sweeper, at a cost of **\$308,784.00** from Schwarze Industries, Inc. of Huntsville, AL and to utilize another jurisdiction's contract (RFP #122017) that was awarded by the National Joint Powers Alliance (NJPA).

**REPORT-IN-BRIEF:** Street sweeping is an initiative that is part of an effort to reduce the trash and debris that makes its way into the county's waterways and to meet a federally mandated water quality improvement goal to aid with compliance goals of the new National Pollutant Discharge Elimination System (NPDES/MS4) Permit requirements established by MDE. The street sweeper will be maintaining the urbanized area as defined by the census, which is estimated to be about 236 center line of road miles. Street sweeping not only improve water quality, it helps reduce pollution. The unit will not only remove debris from the shoulder of roadway, but also help improve ride-ability and increase safety. This Purchase is in support of the Clean County Initiative Program. The intent of the Street Sweeper Program is to operate a minimum of nine (9) months of the year.

The Code of the Public Laws of Washington County, Maryland (the Code) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this vehicle in accordance with the Code referenced above by resolving that participation would result in cost benefits or in administrative efficiencies. The County will benefit with direct cost savings in the purchase of this vehicle because of the economies of scale this large buying group (NJPA) has leveraged.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in Capital Improvement Plan (CIP) account DNG039.

**CONCURRENCES:** Chief Financial Officer (Fiscal Impact Only), County Administrator, Director of Engineering, Director of Public Works.

**ALTERNATIVES:** Do not award the purchase of the vehicle.

**ATTACHMENTS:** Schwarze Industries, Inc. price quote dated March 28, 2018.

**AUDIO/VISUAL NEEDS:** N/A



3/28/18

NATIONAL JOINT POWERS ALLIANCE QUOTE FOR A SCHWARZE A8 TWISTER SWEEPER

NJPA CONTRACT NO 122017-SWZ

Customer: WASHINGTON COUNTY

Delivery: MARYLAND

Description	Amount
Schwarze Model A8 TWISTER Street Sweeper with all standard equipment, 140 HP TIER IVF AUX ENGINE	
Freightliner Model M2 chassis, 33,000 GVWR, a/c, dual steer, 300 HP, Allison 3500 automatic transmission (special order)	
Body mounting on chassis	
Sweep head deluge	
Dual gutter brooms shall be provided	
Dual power tilt shall be provided	
Dual Gutter broom extension override	
Standby full with throttle ramp	
Variable speed gutter brooms	
Additional Sweeper manual	
Remote grease fittings for fan	
Single camera system	
Water tank with additional 350 gallons, 600 gallon total	
Water tank sight gauge side of tank	
Water tank low level alarm and indicator	
Front mounted spray bar	
Hopper spray bar with 4 nozzles	

Description	Amount
Stainless steel hopper	
Hopper hand hose power boom HD with remote engine throttle	
Pendant control for power boom	
Hand hose 4' extension	
Hopper deluge conical spray	
Hopper vibrator	
Hopper screen vibrator	
Low hydraulic level indicator in cab	
Engine remote throttle	
Strobe, hopper three corner, LED	
LED floodlight	
Arrow board, Traffic Guide	
Barlight, cab with guard, LED	
12" parabolic mirrors	
Warranty package, 1 year or 1200 hours	
Back up alarm	
Local dealer pre delivery inspection	
Training at customer facility	
Delivery to customer facility	
TOTAL CONTRACT PRICE OFFERED TO NJPA MEMBER	\$308,784.00

**Pricing discounted pursuant to contract with National Joint Powers Alliance Contract.**

Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc. Contact: M.J. DuBois Email: [njpa@schwarze.com](mailto:njpa@schwarze.com) Phone: 410-924-1004



Open Session Item

**SUBJECT:** The Boys and Girls Club's Youth of the Year – Maryland recipient: Matthew Hernandez-Rockwell

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Board of County Commissioners

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Matthew Hernandez-Rockwell, 18, is a graduating junior at Clear Spring High School. In 2004, Matthew's dad had been deported; shortly thereafter, Matthew and his 8 siblings were placed into the foster care program. He was eventually adopted and moved to Washington County. Matthew was not able to read until he was almost 10 or 11, but he never let that stop him. He remembers joining the Boys and Girls Club at an early age and that is where his journey began.

**DISCUSSION:** For nearly 70 years, the Youth of the Year program has honored and celebrated the nation's most inspiring teens and their incredible journeys. Stories of outstanding leadership, service, academic excellence and dedication to living a healthy lifestyle have made Youth of the Year America's premier leadership and recognition program for teens.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** *PUBLIC HEARING* for RZ-18-001, a zoning change from Highway Interchange (HI) to Industrial General (IG) on a 19.37-acre parcel located on the east side of Hopewell Road, north of Halfway Boulevard for applicant Thomas Bennett & Hunter, Inc.

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Travis Allen, Comprehensive Planner, Department of Planning and Zoning

**RECOMMENDED MOTION:** No motion at this time. A public hearing is required as part of the zoning change process to take public comment.

**REPORT-IN-BRIEF:** Thomas Bennett & Hunter, Inc., the contract purchaser, has submitted an application requesting rezoning of the 19.37-acre parcel located on Hopewell Road from Highway Interchange to Industrial General. The parcel is owned by the Hagerstown-Washington County Industrial Foundation. The parcel is located in the Urban Growth Area and received an Industrial Flex designation on the County Comprehensive Plan Land Use map. It is currently vacant.

**DISCUSSION:** The applicant claims that a mistake was made when the Highway Interchange designation was assigned during the comprehensive rezoning of the Urban Growth Area approved in 2012. The application states that the mistake occurred when "...the existing predominantly industrial nature of Hopewell Valley ... and the reasonably foreseeable future trend of industrial use intensification were not sufficiently taken into consideration when the HI zoning district was assigned...". The applicant claims further that if these factors had been sufficiently considered an industrial district would have been assigned. The attachments elaborate the applicant's request and justification and also provide a staff analysis of criteria required by the Zoning Ordinance. The Planning Commission held a public information and comment meeting on March 5, 2018. The Planning Commission formulated and approved a recommendation in favor of the application, accepting the applicants evidence of a mistake, during its April 2, 2018 meeting.

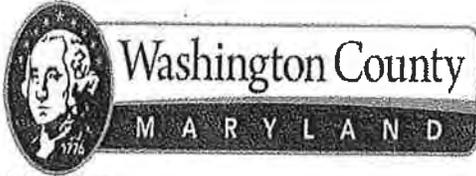
**FISCAL IMPACT:** Not applicable

**CONCURRENCES:** Planning Commission

**ALTERNATIVES:** Maryland law requires a public hearing as part of the rezoning process. There is no alternative.

**ATTACHMENTS:** Application for RZ-18-010, Staff Report and Analysis, Planning Commission minutes of March 5 and April 2, 2018 meetings, Planning Commission recommendation and public comment (1).

**AUDIO/VISUAL NEEDS:**



FOR PLANNING COMMISSION USE ONLY  
 Rezoning No. \_\_\_\_\_  
 Date Filed: 1-12-18

WASHINGTON COUNTY PLANNING COMMISSION  
 ZONING ORDINANCE MAP AMENDMENT APPLICATION

Thomas Bennett & Hunter, Inc.  
 Applicant

- Property Owner     Contract Purchaser  
 Attorney             Consultant  
 Other: \_\_\_\_\_

70 John St. Westminster, MD 21157  
 Address

Jason Divelbiss, Attorney  
 Primary Contact

301-791-9222  
 Phone Number

13424 Pennsylvania Ave Ste 302  
 Address Hagerstown, MD 21742

jdivelbiss@divelbisslaw.com  
 E-mail Address

Property Location: 11661 Hopewell Rd, Hagerstown, MD 21740

Tax Map: 0048    Grid: 0011    Parcel No.: 0572    Acreage: 19.37

Current Zoning: H1    Requested Zoning: IG (OR IR)

- Reason for the Request:     Change in the character of the neighborhood  
 Mistake in original zoning

**PLEASE NOTE: A Justification Statement is required for either reason.**

Kevin V. Beaver President  
 Applicant's Signature T B & H

Subscribed and sworn before me this 9th day of January, 2018.

My commission expires on 4/27/18

Karen A. Hixley  
 Notary Public



FOR PLANNING COMMISSION USE ONLY

<input type="checkbox"/> Application Form	<input type="checkbox"/> Names and Addresses of all Adjoining & Confronting Property Owners
<input type="checkbox"/> Fee Worksheet	<input type="checkbox"/> Vicinity Map
<input type="checkbox"/> Application Fee	<input type="checkbox"/> Justification Statement
<input type="checkbox"/> Ownership Verification	<input type="checkbox"/> 30 copies of complete Application Package
<input type="checkbox"/> Boundary Plat (including Metes & Bounds)	

**RECEIVED**

**JAN 12 2018**

**WASHINGTON COUNTY  
 PLANNING DEPARTMENT**

**EXHIBIT A**

FOR PLANNING COMMISSION USE ONLY

Rezoning No. \_\_\_\_\_

Date Filed: \_\_\_\_\_



**Washington County**  
MARYLAND

WASHINGTON COUNTY DEPARTMENT OF  
PLANNING & ZONING FEE WORKSHEET

FOR PLANNING COMMISSION USE ONLY

Rezoning No. \_\_\_\_\_

Date Filed: \_\_\_\_\_

PLEASE COMPLETE ONLY THE  
SECTION THAT APPLIES.

Applicant's Name: Thomas Bennett-Hunter, Inc Date: 1/8/2017

<b>Zoning Ordinance Map Amendment</b> .....	\$ 2,000.00
Number of Acres * <sup>19.37</sup> <u>20</u> x \$20.00 per acre .....	\$ <u>387.40</u> <sup>387.40</sup>
Engineering Review Fee .....	\$ 150.00
Technology Fee .....	\$ 15.00
<b>TOTAL FEES DUE - MAP AMENDMENT</b> .....	\$ <u>2,565.00</u>

2,552.40

<b>Text Amendment</b> .....	\$ 2,000.00
Choose One: <input type="checkbox"/> Adequate Public Facilities Ordinance	
<input type="checkbox"/> Forest Conservation Ordinance	
<input type="checkbox"/> Solid Waste Plan	
<input type="checkbox"/> Subdivision Ordinance	
<input type="checkbox"/> Water and Sewer Plan	
<input type="checkbox"/> Zoning Ordinance	
<input type="checkbox"/> Other: _____	
Technology Fee .....	\$ 15.00
<b>TOTAL FEES DUE - TEXT AMENDMENT</b> .....	\$ 2,015.00

<b>Forest Conservation Exemption</b> .....	\$ 25.00
Technology Fee .....	\$ 15.00
<b>TOTAL FEES DUE - FOREST EXEMPTION</b> .....	\$ 40.00

Please make checks payable to "Washington County Treasurer".

FOR PLANNING COMMISSION USE ONLY

Rezoning No. \_\_\_\_\_

Date Filed: \_\_\_\_\_



**DIVELBISS & WILKINSON**  
ATTORNEYS AT LAW

January 12, 2018

Department of Planning & Zoning  
Attn: Stephen Goodrich, Director  
Washington County Admin. Complex  
100 W. Washington Street, Suite 2600  
Hagerstown, MD 21740

**Re: Piecemeal Rezoning of Real Property Located at 11661 Hopewell Road**

Dear Mr. Goodrich:

Thomas Bennett & Hunter, Inc., a Maryland corporation ("TBH") is the contract purchaser of that certain parcel of real property located at 11661 Hopewell Road, Hagerstown, Maryland (Map 48, Parcel 572; Tax Acct. No. 24-000400) containing +/- 19.37 acres which is shown and depicted on the "Rezoning Exhibit" prepared by Frederick Seibert & Associates, Inc., dated January 9, 2018 and attached hereto as **Exhibit #1**. (the "Property"). A metes and bounds description of the Property is also attached hereto and incorporated herein as **Exhibit #2**.

The Property is currently owned by the Hagerstown Washington County Industrial Foundation, Inc., a Maryland corporation ("CHIEF") who has consented to the filing of the within Piecemeal Rezoning request by TBH. See the Owner's Representative Affidavit attached hereto and incorporated herein as **Exhibit #3**.

Attached hereto and incorporated herein as **Exhibit #4** is a vicinity map showing the current HI (Highway Interchange) zoning classification for the Property as well as the zoning classifications for the adjacent and surrounding properties.

**TBH hereby requests a change in the zoning classification for the Property from HI (Highway Interchange) to IG (Industrial, General)<sup>1</sup>.**

<sup>1</sup> TBH is amenable to a change from the current HI (Highway Interchange) zoning classification to IR (Industrial, Restricted) if deemed more appropriate for the Property by the Washington County Planning Commission and/or Board of County Commissioners.

## Hopewell Valley

The Property is located within the "Hopewell Valley" targeted economic development area which is essentially the entire area bounded on the north by Md. Rte. 40; on the south by I-70; on the west by Md. Rte. 63; and on the east by I-81, excluding only the Lakeside Mobile Home Park. See Map 23 from the Comprehensive Plan attached hereto and incorporated herein as **Exhibit #5** identifying the Hopewell Valley Targeted Economic Development Area.

Hopewell Valley is described in the Washington County Comprehensive Plan (2002) as follows:

**"moderate-heavy industrial area** that has seen significant development in the later part of the 1990s. Development is primarily low-tech in nature with emphasis on manufacturing, warehouse/distribution centers and freight transportation support facilities." (p. 68) (emphasis added).

In addition to being identified in the Comprehensive Plan as a Targeted Economic Development Area, Hopewell Valley is located within a designated "Enterprise Zone" which is intended to "help promote growth of the industrial and commercial [tax] base" in Washington County. (See <http://hagerstowndc.org/incentives/tax-credits/enterprise-zones>).

There can be no dispute that the predominant land-uses in Hopewell Valley are as described in the Comprehensive Plan and as targeted by the Enterprise Zone tax incentive program; that is, moderate-heavy industrial with an emphasis on manufacturing, warehouse/distribution centers and freight transportation facilities. Below is a list of the representative land-uses in Hopewell Valley:

<u>User</u>	<u>Land-use</u>
Tractor Supply	Warehouse/Distribution
Pavestone	Manufacturing
Wantz Distributers	Warehouse/Distribution
Bowman Warehouse	Warehouse/Distribution
Performance Pipe	Manufacturing
Liberty Property	Warehouse/Distribution
FedEx Ground	Freight Transport.
Staples	Warehouse/Distribution
Home Depot	Warehouse/Distribution
Lennox	Warehouse/Distribution

## Current Zoning

Although the predominant land-uses in Hopewell Valley are remarkably consistent, the region has two (2) different predominant zoning classifications; the majority of the southern and western portions of Hopewell Valley are zoned HI (Highway Interchange) while the northeastern section is primarily zoned IG (Industrial General). See the Washington County Zoning Map attached hereto and incorporated herein as **Exhibit #6**.

The explanation for how two (2) different zoning districts can permit substantially similar land-uses can be found in the structure of the HI zoning district and the similarity between the IG zoning district and the IR (Industrial Restrict) zoning district.

The HI zoning district does not contain a separate and independent list of Principal Permitted Uses. Instead, the HI permits all the Principal Permitted uses allowed in the BL, BG, PB and ORT Districts and, most importantly in this instance, all the Principal Permitted Uses in the IR District with the exception of heliports and Commercial Communications Towers. Thus, the predominantly industrial uses permitted in the southern and western portions of Hopewell Valley are permitted due to the HI zoning district's incorporation by reference of the land-uses permitted in the IR zoning district.

With regard to the IG zoning district it permits a majority of the same industrial and manufacturing uses permitted in the IR, with the addition of several heavier, more intense industrial uses. However, the land-uses in Hopewell Valley are more moderate and thus are permitted in both the IR and IG zoning districts.

Therefore, because of the shared commonality of permitted uses in the IR zoning district, there is significant overlap between the IG and HI zoning districts and it is difficult to discern on the ground where the different zoning districts begin and end.

The chart below illustrates how the land-uses currently in Hopewell Valley are permitted in their respective zoning districts of IG and HI, demonstrating clearly that the IR zoning district is the critical path.

**Zoning Districts Included In HI Zoning**

	<u>IG</u>	<u>IR</u>	<u>ORT</u>	<u>PB</u>	<u>BG</u>	<u>BL</u>
<b><u>IG Zoned Properties</u></b>						
Tractor Supply	X	X				
Pavestone	X	X				
Wantz Distributers	X	X				
Bowman Warehouse	X	X				
Performance Pipe	X	X				
Liberty Property Trust	X	X				
<b><u>HI Zoned Properties</u></b>						
FedEx Ground	X	X				
Staples	X	X				
Home Depot	X	X				
Lennox	X	X				

**Rezoning Request**

There are two (2) elements to a piecemeal rezoning request such as this one: (i) there has been either a substantial change in the character of the neighborhood in which the Property is located or there was a mistake in the original zoning of the Property; and (ii) the requested zoning classification is appropriate for the Property.

### *'Mistake' in the Original Zoning*

In this case, TBH contends that the HI (Highway Interchange) zoning assigned to the Property during the last Comprehensive Rezoning in 2012 was a mistake.

As per Maryland case law, to sufficiently demonstrate "mistake" the petitioning party must show that existing facts, or reasonably foreseeable future projects or trends, were not taken into consideration at the time of the zoning. See generally, Boyce v. Sembly, 334 A.2d 137, 142-43 (Md.App. 1975); and White v. Spring, 109 Md.App. 692, 675 A.2d 1023 (1996).

When the Property was last Comprehensively Rezoned in 2012, (i) the existing, predominantly industrial nature of Hopewell Valley; and (ii) the reasonably foreseeable future trend of industrial use intensification, were not sufficiently taken into consideration when the HI zoning district was assigned to the Property.

These mistaken assumptions with regard to the future development of Hopewell Valley in general and the Property in particular, are sufficient grounds to find that a "mistake in the original zoning" justifies the piecemeal rezoning of the Property.

### *IG (IR) Zoning is Appropriate for the Property*

The natural and logical use for the Property was, when it was comprehensively zoned in 2012, and remains today an industrial use. The Property is directly adjacent to an active rail line, is +/- 0.20 mi. from Interstate 81 (+/- 0.50 mi. driving distance), and there is only one (1) property separating it from the existing IG zoned portion of Hopewell Valley. In fact, the northwestern corner of the Property actually touches the IG zoned property. In addition, on the single property zoned HI which separates the Property from the existing IG area is an industrial land-use (Purina Mills).

Therefore, the more appropriate zoning classification for the Property is IG (Industrial, General): However, if deemed more appropriate for the Property by the Washington County Planning Commission and/or Board of County Commissioners, TBH is amenable to a change from the current HI (Highway Interchange) zoning classification to IR (Industrial, Restricted).

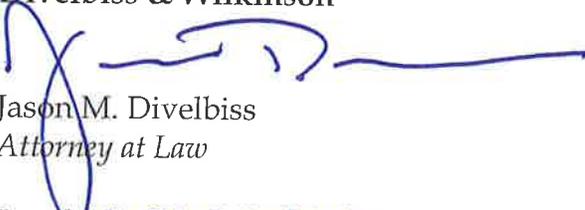
The purpose of the IG (Industrial, General) zoning district, as set forth in the Zoning Ordinance, "is to provide locations for manufacturing, processing, and other heavy industrial uses which may require extensive transportation, water and/or sewerage facilities, or open space, because of the number of employees, the type of manufacturing operation, or any by-products which might result from the use." (Article 14, p. 124)

The purpose of the IR (Industrial, Restricted) zoning district "is to provide locations for low intensity manufacturing and assembly processes which may not require extensive measures to allow compatibility with adjacent land uses." (Article 13, p. 118)

## CONCLUSION

In sum, TBH, with the consent and endorsement of the property owner (CHIEF), respectfully submit that a piecemeal rezoning of the Property is justified due to a mistake in the original zoning; and that a classification change for the Property from HI (Highway Interchange) to IG (Industrial General) is appropriate considering the character and condition of the Property and surrounding areas, and is consistent with the County's Comprehensive Plan. However, if the IR (Industrial, Restricted) zoning district is deemed more appropriate for the Property by the Washington County Planning Commission and/or Board of County Commissioners, TBH would also find this classification acceptable.

Very truly yours,  
**Divelbiss & Wilkinson**

  
Jason M. Divelbiss  
*Attorney at Law*

Email: [jdivelbiss@divelbisslaw.com](mailto:jdivelbiss@divelbisslaw.com)



June 16, 2016

Description to combine Tax Map Parcels 572 and 865.

Situate along the south side of Hopewell Road approximately 700 feet eastward from its intersection with Halfway Boulevard in Election District No. 24, Washington County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a rebar and cap set on the southern right of way line of Hopewell Road, said rebar being at the northwestern most corner of the lands conveyed by John W. Brown and Mildred L. Brown, his wife to Hagerstown-Washington County Industrial Foundation by deed dated February 3, 1999 and recorded in Liber 1474, folio 173 among the Land Records of Washington County, Maryland, thence running with said right of way line N65°18'24"E 703.25 feet to a point, thence with a curve to the left having a radius of 1,175.92 feet, an arc length of 164.63 feet and a chord bearing and distance of N61°17'45"E 164.50 feet to a rebar found, thence leaving Hopewell Road and running along lands now or formerly of Purina Mills, Inc. (Liber 1247, folio 413) S12°18'39"E 1,048.74 feet to a rebar and cap set on the northern right of way line of CSX Railroad, thence with said right of way S55°52'54"W 597.46 feet to a rebar and cap set on the eastern right of way line of Halfway Boulevard, thence with said right of way with a curve to the right having a radius of 5,619.58 feet, an arc length of 461.60 feet and a chord bearing and distance of N60°35'36"W 461.47 feet to a rebar and cap set, thence leaving Halfway Boulevard and running along lands now or formerly of 2004 Halfway Boulevard, LLC (Liber 4441, page 39) N24°24'54"E 320.92 feet to a rebar and cap set, thence N27°25'04"W 527.38 feet to the place of beginning;

Containing 19.37 acres of land more or less;

Said lands being further shown and defined as "New Lot Area 19.37 Ac." on the Preliminary/Final Development Plat for GTI recorded at Plat Folio 10632 among the Land Records of Washington County, Maryland. Said lands are conveyed subject to the conditions and restrictions shown thereon as well as to any and all other easements, or rights of way of record and applicable thereto.

Said lands being a portion of the lands conveyed by Mildred M. Powell to Hagerstown Washington County Industrial Foundation, Inc. by deed dated December 21, 1995 and recorded in Liber 1246, folio 805 together with a portion of the lands conveyed by Bowman Group, LLP to Hagerstown Washington County Industrial Foundation, Inc. by deed dated January 23, 1998 and recorded in Liber 1385, folio 149 together with all of the lands conveyed by John W. Brown and Mildred L. Brown, his wife to Hagerstown-Washington County Industrial Foundation, Inc. by deed dated February 3, 1999 and recorded in Liber 1474, folio 173 all being recorded among the Land Records of Washington County, Maryland.

**Exhibit #2**



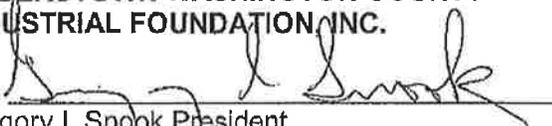
Washington County  
Department of Planning & Zoning  
Owner's Representative Affidavit

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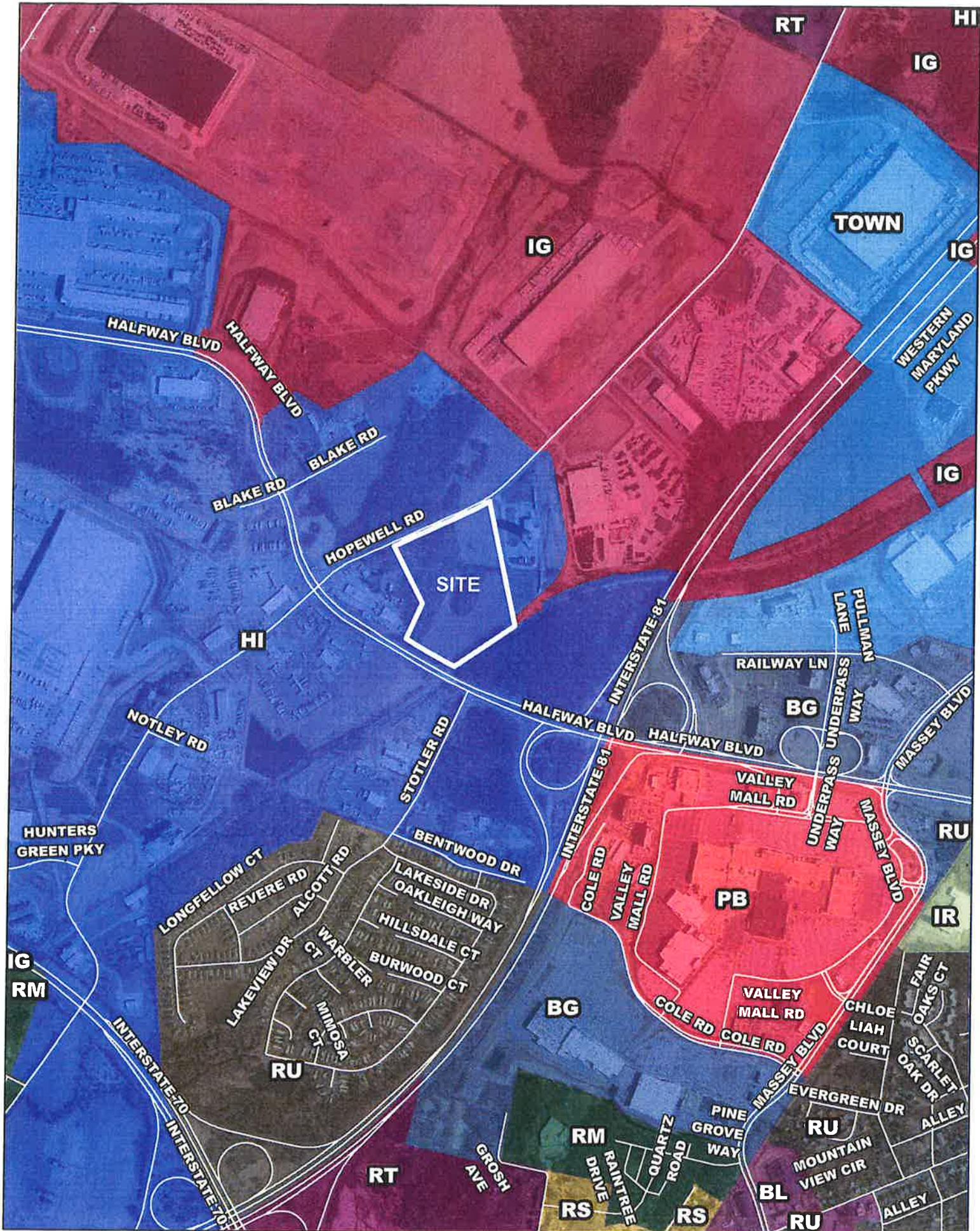
This is to certify that Thomas Bennett & Hunter, Inc. ("TBH") is the contract purchaser of that certain parcel of real property located at 11661 Hopewell Road, Hagerstown, Maryland (the "Property"), and that TBH and/or its Attorney representative, Jason M. Divelbiss, shall be authorized to make application for the piecemeal rezoning of the Property from its current zoning classification of HI (Highway, Industrial) to IG (Industrial General) or IR (Industrial Restricted).

**OWNER:**

**HAGERSTOWN WASHINGTON COUNTY  
INDUSTRIAL FOUNDATION, INC.**

By:   
Gregory I. Snook President

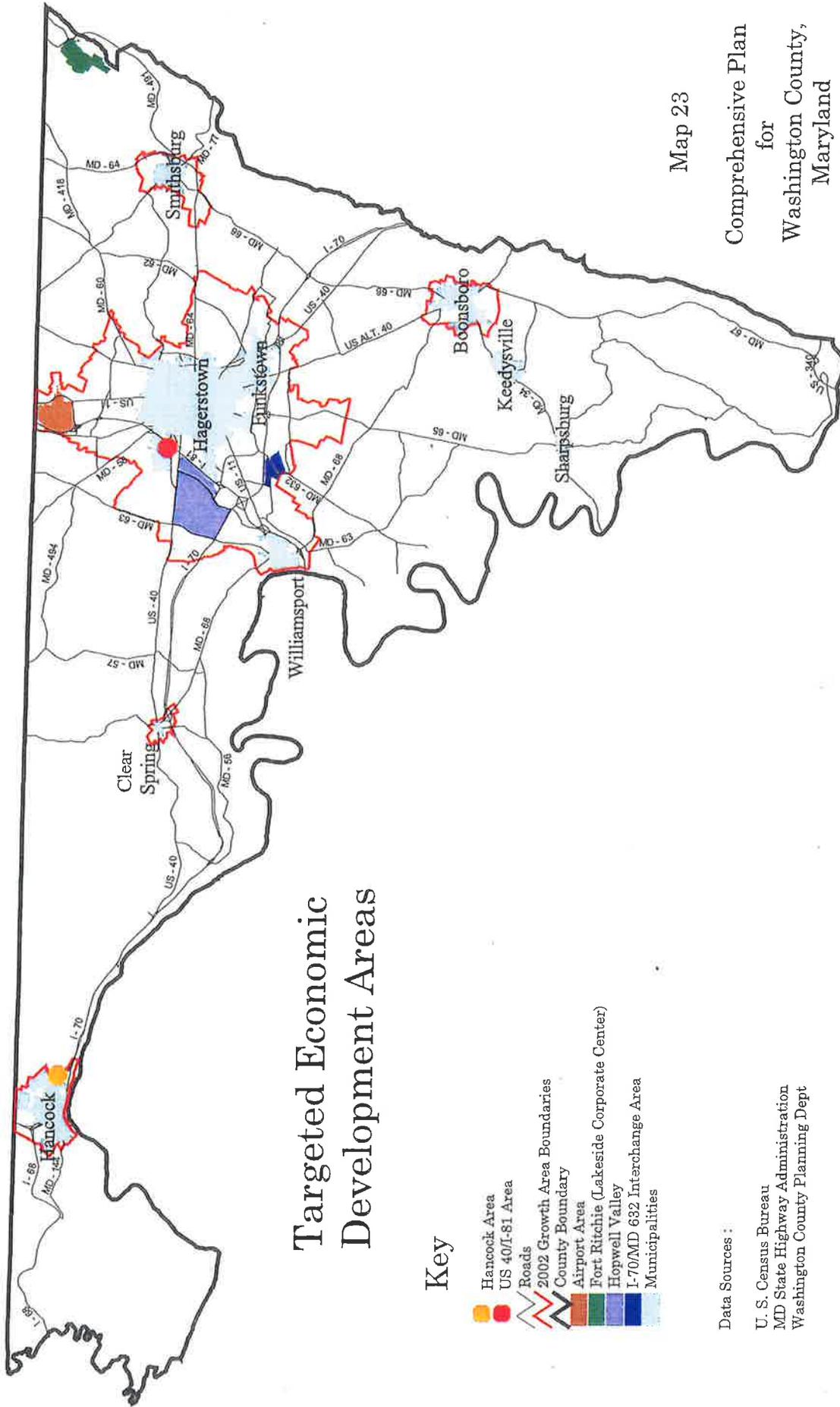
1131 Conrad Court  
Hagerstown, MD 21740



1 inch = 1,000 feet

Exhibit #4

# Targeted Economic Development Areas



## Key

- Hancock Area
- US 40/I-81 Area
- Roads
- 2002 Growth Area Boundaries
- County Boundary
- Airport Area
- Fort Ritchie (Lakeside Corporate Center)
- Hopwell Valley
- I-70/MD 632 Interchange Area
- Municipalities

## Data Sources :

U. S. Census Bureau  
 MD State Highway Administration  
 Washington County Planning Dept

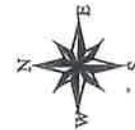
Note: This map is prepared for the sole purpose of illustrating the Comprehensive Plan. It should not be used for other purposes. Information shown on this map was compiled from various original sources as listed and is subject to change as source data changes.

F:\policy\compplan\chapters4.dwg

Map 23

Comprehensive Plan  
 for  
 Washington County,  
 Maryland  
 2002

Prepared by the  
 Washington County  
 Planning Department  
 Geographic Information System

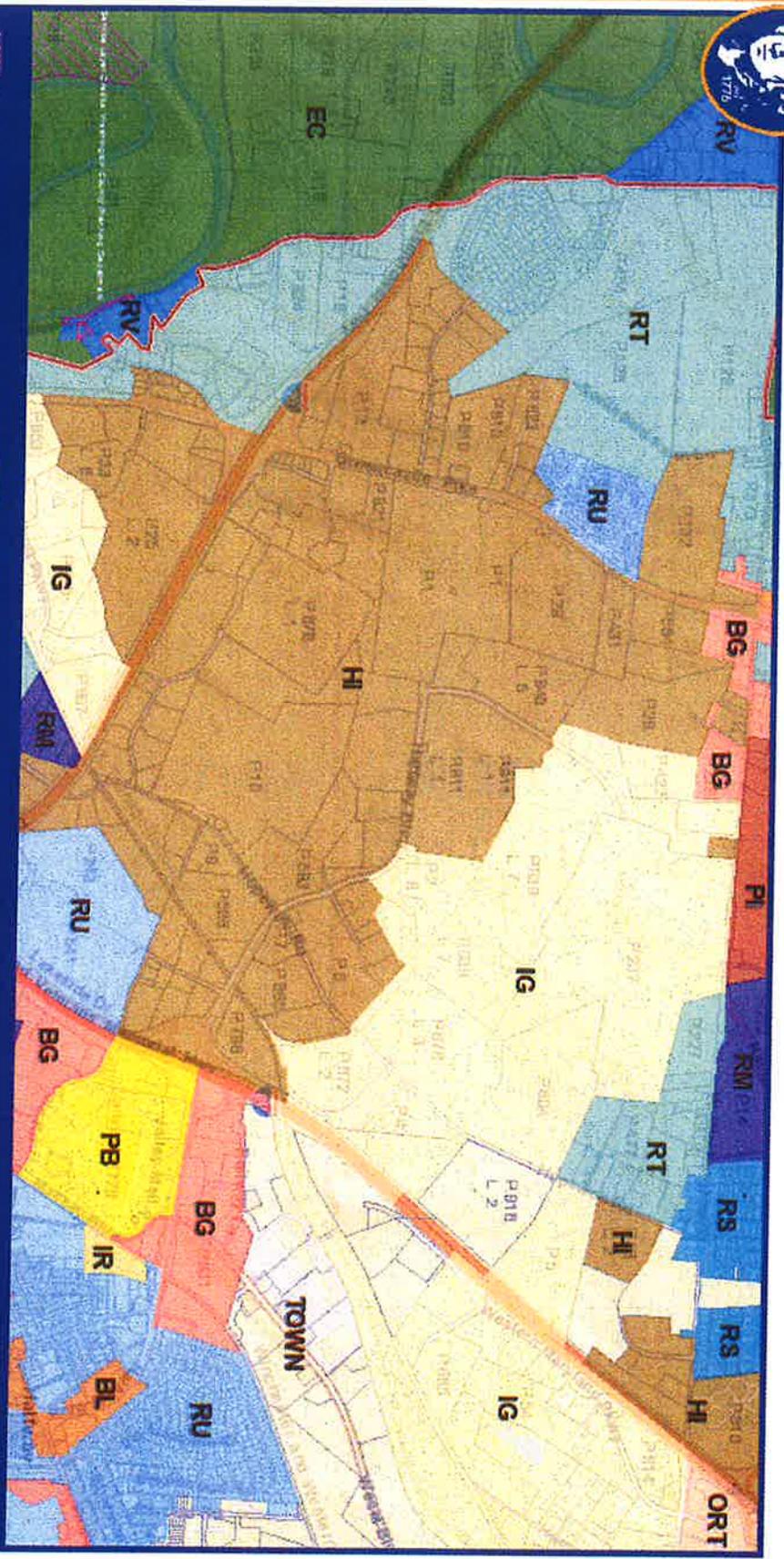


Adopted 8-27-2002





### Hopewell Valley



- Historic Preservation Overlay
- Mineral Overlay
- Antebellum Overlay 1
- Antebellum Overlay 2
- Antebellum Overlay 3
- Mixed Use-Residential
- Mixed Use-Residential and Commercial
- Planned Urban Development
- Agricultural
- Agricultural (Rural)
- Agricultural (Historic Preservation)
- Airport
- Business, General
- Business, Local
- Business, Transitional
- Conservation
- Environmental Conservation
- Highway Interchange
- Highway Interchange - 1
- Industrial, General
- Industrial, Restricted
- Education, Research and Technology
- Office, Research and Technology
- Office, Research and Industrial
- Preservation
- Planned Business
- Planned Industrial
- Rural Business, Existing
- Rural Business, New
- Residential, Multi-Family
- Residential, Rural
- Residential, Suburban
- Residential, Transition
- Residential, Urban
- Rural Village
- Special Economic Development
- Municipal
- Urban Growth Area
- Facets

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE ("Agreement") is made as of the 27<sup>th</sup> day of December, 2017, by and between HAGERSTOWN WASHINGTON COUNTY INDUSTRIAL FOUNDATION, INC., a Maryland corporation ("Seller") and THOMAS BENNETT & HUNTER INC., a Maryland corporation, or its nominee or assignee ("Buyer"), under the following circumstances:

Seller is the fee simple owner of that certain parcel of real property, located in Washington County, Maryland located at 11661 Hopewell Road (Map 48, Parcel 572; Tax Acct. No. 24-000400) containing +/- 19.37 acres of real property (the "Land"). Seller desires to sell the Property (hereinafter defined) to Buyer, and Buyer desires to acquire the Property.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I - PURCHASE AND SALE**

1.1 Property. "Property" shall mean, collectively: (a) the Land, (b) all improvements constructed upon Land, (c) all mineral rights, rights of way or use, servitudes, easements, and appurtenances belonging to the Land, (d) to the extent of Seller's interest therein, the bed of any street, alley, or road adjoining the Land, and (e) all land use, zoning, subdivision and other governmental approvals, permits and entitlements which are applicable to the Land (and including all rights of Seller to any plans and specifications relating thereto, collectively, the "Plans").

1.2 Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase the Property, upon the terms and conditions set forth herein.

1.3 Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be [REDACTED]. Upon Buyer's election no later than FIFTEEN (15) days prior to Closing, Seller agrees to accept deferred payment of a portion of the Purchase Price in an amount not to exceed [REDACTED] (the "Deferred Purchase Price"). The Deferred Purchase Price shall be paid, with interest on the unpaid principal balance at the fixed rate of FIVE PERCENT (5%) per annum, pursuant to a FIVE (5) year Promissory Note, amortized over a period of TWENTY (20) years and secured by Purchase Money Deed of Trust.

1.4 Deposit. Within TWO (2) business days after the Effective Date (hereinafter defined), Buyer shall deliver to Lincoln Title & Settlement Services ("Escrow Agent" or "Title Company"), the sum of [REDACTED] (the "Deposit"). Except as otherwise specifically provided for herein, the Deposit shall be fully refundable during the Inspection Period and Processing Period (defined below). Upon expiration of the Processing Period, the Deposit shall become non-refundable except in the event of a default by Seller or failure of a Condition Precedent to Closing (defined below). Notwithstanding the Deposit, or any portion thereof, becoming nonrefundable, 100% of the Deposit shall be credited to Buyer and applied to the Purchase Price at Closing.

1.5 Escrow Agent. Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions hereof. If a dispute arises between Seller and Buyer concerning the distribution of the Deposit, Escrow Agent may deposit the Deposit with a court of competent jurisdiction and interplead Seller and Buyer with respect thereto. Seller and Buyer shall each reimburse Escrow Agent for one-half of any reasonable costs and expenses incurred by Escrow Agent as a result of any such dispute.

1.6 Inspection Period. (a) Buyer shall have SIXTY (60) days from the Effective Date of this Agreement (the "Inspection Period") during which to make a physical inspection of the premises and review all agreements, environmental studies, all available property condition reports, zoning ordinances, title

documents, surveys, drawings and all other Seller's Materials (defined below) and to otherwise determine if the Property is suitable for Buyer's intended use. Without limitation, Buyer may, upon reasonable notice to Seller, enter upon the Property at any reasonable time to conduct and perform such tests, surveys and evaluations as Buyer deems necessary. Buyer's right to enter and inspect the property as described above shall continue until the Closing (or earlier termination of this Agreement as permitted hereby). Buyer shall return the Property to substantially the same condition in which it was prior to the time of such entry, which obligation shall survive a termination of this Agreement. All work performed shall be performed without cost or expense to Seller and Buyer shall indemnify and hold Seller harmless from any liability or loss as a result of said entry, except to the extent that any such liability or loss is caused by the negligence or willful misconduct of Seller or any of its agents, employees or contractors. Notwithstanding anything to the contrary, prior to entering upon the Property for any reason, Buyer shall provide to Seller reasonable evidence, which evidence shall identify Seller and its mortgagee, if any, as an additional insured, that Buyer maintains general liability insurance coverage in an amount not less than \$1,000,000.00 combined single limit and shall require any agent or contractor of Buyer performing any work on the Property to maintain general liability insurance with a combined single limit of not less than \$1,000,000.00 and naming the Seller and its mortgagee, if any, as additional insureds. The provisions of this Section 1.6 shall survive Closing or an earlier termination of this Agreement.

(b) Buyer shall have the right to terminate this Agreement, with or without cause, and for any or no reason, by providing written notice to Seller prior to 5:00 p.m. Eastern Time on the last day of the Inspection Period. Upon providing said written notice, the Agreement shall be deemed terminated, the Deposit shall be returned to Buyer and, except as otherwise expressly provided for in this Agreement, the parties shall be relieved of any and all further obligations hereunder.

1.7 Seller's Materials. Within THREE (3) days immediately following the Effective Date, Seller shall deliver to Buyer copies of all surveys, soil tests, property condition reports, environmental reports, traffic studies, building or site plans, correspondence from any governmental authority, or other similar documents or reports, if any, which are within Seller's possession or control (collectively, "**Seller's Materials**"). Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of the Seller's Materials. In the event that the sale contemplated hereby is not for any reason consummated, all surveys, environmental reports, site plans, subdivision plats and any other reports for the Property obtained by Buyer shall be delivered by Buyer to Seller along with an assignment of all rights thereto.

1.8 Processing Period. Buyer intends to develop the Property for a ready-mixed concrete plant (the "**Intended Use**"). Buyer will have THREE HUNDRED SIXTY-FIVE (365) days from the end of the Inspection Period (the "**Processing Period**") to seek and obtain all zoning and/or governmental approvals and other approvals, agreements, or consents that are necessary for Buyer to proceed with Buyer's Intended use of the Property, including but in no way limited to Buyer's ability to obtain sufficient water and wastewater allocation capacity, all upon reasonable terms and conditions as determined by Buyer in Buyer's sole and absolute discretion (collectively, the "**Development Approvals**"). Buyer will be responsible for the application and securing of all Development Approvals, subject to Seller's covenant to cooperate with Buyer in connection therewith. Without limitation, Seller's covenant to cooperate shall include the obligation to execute and join (as owner of the Property) any application for the Development Approvals, and any other supplemental documentation required to be submitted in order to process the Development Approvals.

During the Processing Period, upon the expiration of each three (3) month period a ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLAR (\$1,250.00) portion of the Deposit shall become non-refundable to Buyer and shall be made available by the Title Company and paid to Seller upon request as in the nature of an option fee.

Further, during the Processing Period, Buyer will pay to Seller, as in the nature of an option fee, sums equal to all real property taxes coming due for the Tax Year commencing 7/1/2018 with respect to the Property, to be paid as follows: as and when such taxes are billed to Seller, Seller shall provide written notice of the

amount paid and a copy of the tax bill to Buyer; with the expiration of each three (3) month period after the date of Seller's notice to Buyer, Buyer shall pay an amount equal to 25% of the total tax paid by Seller. Such amounts paid by Buyer shall immediately be deemed non-refundable and shall be retained by Seller in the nature of an option fee. In the event that, during the Processing Period, the real property tax assessment of the Property should increase, Buyer shall have the right to take an appeal thereof, at Buyer's sole expense, and Seller will fully cooperate therewith.

Buyer shall have the right to two (2), SIXTY (60) day extensions of the Processing Period (each, an "Extension"). If Buyer elects to extend the Processing Period, then: (i) prior to the then currently scheduled expiration date of the Processing Period, Buyer shall give notice that it is extending the Processing Period (an "Extension Notice") by 60 days, and (ii) the Extension Notice shall confirm that an additional TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) portion of the Deposit shall become non-refundable to Buyer and shall be made available by the Title Company and paid to Seller upon request as in the nature of an option fee. Buyer shall provide an Extension Notice for each Extension exercised.

In the event that Buyer is, for any reason, unable to secure any Development Approvals, then Buyer may terminate the Purchase Agreement by giving written notice to Seller on or before the expiration of the Processing Period. Upon termination, the Purchase Agreement shall thereafter be null and void and of no further force and effect, and Buyer shall be entitled to a refund of any portion of the Deposit which has not become non-refundable as hereinabove set forth.

## ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations, and Warranties of Seller. (a) Seller represents and warrants to Buyer that, to: (1) Seller has not executed any leases, easements, maintenance agreements, service contracts or other encumbrances or agreements affecting all or any portion of the Property which are not recorded and which will remain in effect after Closing; (2) Seller has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery, this Agreement shall be valid and enforceable against Seller in accordance with its terms; (3) Seller is not a party or to Seller's knowledge, a potential party to any pending, contemplated, or threatened bankruptcy or similar proceeding or litigation, under any federal, state, or local law, which might adversely affect the Property or Seller's ability to perform its obligations hereunder; (4) to Seller's knowledge, the execution of this Agreement by Seller will not violate any law, rule, regulation, court order, contract, agreement, or commitment or obligation by which the Property or Seller is affected; (5) except as specifically set forth in any environmental reports delivered to Buyer as part of Seller's Materials, to Seller's knowledge no hazardous materials are present or have been released in, on, or under the Property during Seller's ownership of the Property; (6) Seller is not a "foreign person" as defined in Section 1445(b)(2) of the Internal Revenue Code, as amended ("FIRPTA"); and (7) all bills and claims for labor performed or materials furnished to or for the Property have been fully paid. For purposes hereof, Seller will be deemed to have "knowledge" of a particular fact or other matter if its Chief Executive Officer has or at any time had (i) actual knowledge, or (ii) that knowledge which a reasonably prudent business person could have obtained in the management of his or her business affairs after making due inquiry and exercising due diligence which a prudent business person should have made or exercised, as applicable, with respect thereto. The foregoing representation and warranties are referred to as "Seller's Representations." All of Seller's Representations shall be deemed to be remade as of the Closing Date.

(b) Seller shall execute and deliver to the Title Company at Closing an affidavit (the "Owner's Affidavit") in form and content reasonably approved by Seller and the Title Company in order to satisfy any reasonable "seller" requirements for issuance of an ALTA form owner's policy of title insurance providing standard title coverage ("Title Policy") to Buyer.

2.2 Representations and Warranties of Buyer. Buyer covenants, represents, and warrants to Seller, as of the Effective Date and as of the Closing Date, that: (a) Buyer has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery,

this Agreement shall be valid and enforceable against Buyer in accordance with its terms; (b) Buyer has sufficient financial resources available and is financially able to consummate the purchase of the Property on the Closing Date, to pay and perform all obligations to be set forth in the Promissory Note and all other obligations related to the Deferred Purchase Price, and to pay all other costs which may arise under and in furtherance of this Agreement; and (c) Buyer is not a party or a potential party to any pending, (to Buyer's knowledge) threatened bankruptcy or similar proceeding under any federal, state, or local law.

### ARTICLE III - CLOSING

3.1 Closing. (a) Closing under this Agreement ("**Closing**") shall occur at the offices of the Title Company on a date mutually agreed upon by Buyer and Seller (the "**Closing Date**"), which date shall not be later than THIRTY (30) days immediately following the expiration of the Processing Period, as may be extended (the "**Outside Closing Date**"), provided Buyer has not terminated this Agreement during the Inspection Period as provided for hereinabove.

(b) At Closing, Seller shall deliver to the Title Company the following: (i) a special warranty deed from Seller to Buyer, in form reasonably acceptable to Seller, Buyer and the Title Company, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances of any kind, except for Permitted Exceptions (defined below) (the "**Deed**"); (ii) an affidavit as required under FIRPTA; (iii) the Owner's Affidavit; (iv) a settlement statement setting forth all amounts to be paid or received by Buyer or Seller at Closing, as reasonably approved by the parties consistent herewith (the "**Settlement Statement**"); (v) such documents and other evidence as are required to satisfy all reasonable requirements for issuance of the Title Policy by the Title Company other than those imposed upon Buyer; (vi) a reaffirmation of Seller's Representations as of the Closing Date; and (vii) such other documents as may be reasonably necessary to consummate Closing. "**Permitted Exceptions**" shall mean and refer to all easements, covenants, conditions, restrictions and other title matters encumbering the Land as of the date hereof, or otherwise permitted under the terms of this Agreement, except for monetary encumbrances, all of which shall be paid by Seller at or before Closing, and except for any matters which Seller agrees in writing to cure.

(c) At Closing, Buyer shall deliver to the Title Company the following: (i) the balance of the Purchase Price; (ii) such other amounts as may be necessary to consummate Closing, as shown on the Settlement Statement; (iii) the Settlement Statement; and (iv) such documents and other evidence as are required to satisfy all requirements for issuance of the Title Policy by the Title Company and to consummate Closing, other than those imposed upon Seller. In the event Buyer so elects, Buyer shall deliver to the Title Company the Promissory Note, Purchase Money Deed of Trust and any other documents mutually agreed upon by Buyer and Seller related to the Deferred Purchase Price.

(d) Upon the Title Company's: (i) receipt of all items to be delivered by Seller, above; (ii) receipt of all funds and items to be delivered Buyer above; and (iii) confirmation that title to the Property is in the condition required by this Agreement, Title Company shall (A) deliver the Deed to Buyer for immediate recordation, (B) deliver all other documents held in escrow to the intended recipients, and (C) make all disbursements required under the Settlement Statement.

3.2 Conditions Precedent to Closing. Buyer's obligation to consummate Closing under and in accordance with this Agreement shall be contingent upon the following: (i) Seller shall have made all Closing deliveries required of Seller under this Agreement; (ii) Seller's Representations shall continue to be true and correct as of the Closing Date, as though made and given on such date; and (iii) Buyer shall have not earlier terminated this Agreement during the Inspection Period or Processing Period.

If any of the conditions in this Section are not satisfied, deemed approved or waived by Buyer, other than due to the default of Seller or Buyer under this Agreement (in which event the provisions of Section 5.1 shall apply), then Buyer may terminate this Agreement by written notice to the Seller, in which event, except as otherwise specifically provided in this Agreement, the Deposit shall be immediately returned to Buyer by the Escrow Agent and this Agreement and the rights and obligations of the parties hereunder shall terminate;

3.3 Costs, Adjustments, and Indemnities. (a) Buyer shall be responsible for all costs and expenses of its due diligence, any investigation, consulting fees and attorneys' fees and expenses associated therewith, including the cost of title investigation and Title Policy premiums. Except as provided herein, Seller and Buyer shall each be responsible for their respective attorneys' fees and expenses incurred in the negotiation of this Agreement and the consummation of Closing. The costs of all documentary stamps, recordation taxes, and transfer taxes payable in connection with the conveyance of the Land shall be paid one-half by each of Seller and Buyer; provided, however, that any agricultural transfer taxes due and payable on the +/- 8 acre portion of the Property with an Agricultural Use assessment shall be paid by Seller.

(b) All items of income and expense relating to the Property, including without limitation real estate taxes and utilities, are to be adjusted between Buyer and Seller as of the Closing Date, provided that if Closing occurs before the applicable tax rate or assessed valuation are fixed for the period during which Closing occurs, the adjustment of real estate taxes shall be based upon the tax rate and assessed valuation for the most recent period for which both such items are known. Promptly after such items are fixed for period during which Closing occurs, the parties shall further adjust real estate taxes based upon the fixed values of such items. Any service contracts or maintenance agreements affecting the Property shall be terminated by Seller as of the Closing Date.

#### **ARTICLE IV - CONDEMNATION**

If, subsequent to the date of this Agreement and prior to the Closing, a material part of the Property is taken in the exercise of the power of eminent domain, which taking in Buyer's reasonable discretion has an adverse effect on the development of the Property for its intended use, Seller shall give prompt written notice thereof to Buyer, and Buyer may, by written notice to Seller, elect to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and, except as otherwise expressly set forth herein, Seller and Buyer shall have no further rights or obligations hereunder. If no election to terminate is made by Buyer, this Agreement will remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by eminent domain, will be effected with no further adjustment, and Seller will, at the Closing, assign, transfer, and set over to Buyer all Seller's rights, title, and interest in and to any awards that have been or that may thereafter be made for such taking. In such event, Seller will cooperate fully with Buyer (at no out-of-pocket expense to Seller) to maximize the award payable in respect of such taking, and in no event will Seller enter into any agreement with respect to any such award without Buyer's written consent.

#### **ARTICLE V – RISK OF LOSS / CASUALTY**

Risk of loss with respect to the Property shall remain with Seller until Closing is completed. Seller shall maintain in full force and effect all of Seller's existing fire and extended coverage insurance on the Property, if any, until the Closing Date. Seller's existing insurance policy, if any, shall be canceled as of the Closing Date and Buyer shall obtain new insurance at such time. If, prior to the Closing Date, any building or other improvement on the Property is damaged or destroyed by any cause in any amount, Seller shall promptly notify Buyer and Buyer shall have the option to terminate this Contract by notice to Seller (such notice to be given within five (5) days after Buyer is given notice of such damage or destruction) or to proceed with this transaction, in which latter event Buyer shall receive all proceeds of insurance payable by reason of such damage or destruction; provided, however, that if such damage or destruction is in an amount which is equal to or less than twenty-five percent (25%) of the replacement cost of the improvements and fixtures constituting a portion of the Property, Buyer shall not have the option to terminate this Contract if Seller shall agree in writing to (a) promptly cause such damaged building or improvement to be replaced or restored to the condition it was in prior to such damage or destruction or (b) deliver to Buyer on the Closing Date (or subtract from the Purchase Price an amount equal to the sum of) all proceeds of insurance payable by reason of such damage or destruction together with the additional amount, if any, which is required to replace or restore such damaged building or improvement to the condition it was in prior to such damage or destruction. If Buyer elects to cancel this Contract pursuant to this Article V, Seller shall cause the Escrow Agent to refund the Deposit to Buyer, and neither party shall thereafter have any further rights, duties or liabilities under this Agreement.

## ARTICLE VI - DEFAULT; REMEDIES

5.1 Default Remedies. (a) If Buyer breaches its representations or warranties or otherwise defaults in any of its obligations under this Agreement, Seller, as its sole and exclusive remedy, may terminate this Agreement by written notice to Buyer and receive the Deposit as full and complete liquidated damages.

(b) If Seller breaches any representation or warranty made hereunder or otherwise defaults in any of its obligations under this Agreement, the sole and exclusive remedies of Buyer with respect to such failure shall be (i) the right to terminate this Agreement by written notice to Seller and obtain the return of the Deposit, or (ii) the right to seek specific performance.

5.2 Cure of Default. Notwithstanding any provision of this Agreement to the contrary, no breach or failure by Seller or Buyer hereunder shall give rise to the exercise by the other of any remedies hereunder, including without limitation the termination of this Agreement, unless the non-breaching party has notified the breaching party of such breach in writing, and the breaching party shall have failed to cure such breach or failure within TEN (10) business days after receipt of such written notice thereof, except that no such notice or right to cure shall be required by in relation to the failure of either Buyer or Seller to consummate Closing as and when required hereunder.

## ARTICLE VII - GENERAL

6.1 Notices. Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service, or by electronic mail (with a hard copy sent within ONE (1) business day thereafter by overnight delivery), as follows: (i) if to Seller, to 1131 Conrad Court, Hagerstown, MD 21740, Attn: Greg Snook (email: [gsnook@chiefhag.com](mailto:gsnook@chiefhag.com)), with a courtesy copy to Brian A. Kane, Esq., Kane, Wilburn & Stone, P.A., 28 West Washington Street, 3<sup>rd</sup> Floor, Hagerstown, MD 21740 (email: [bkane@kanewilburnstone.com](mailto:bkane@kanewilburnstone.com)); and (ii) if to Buyer, to 70 John Street, Westminster, MD 21157, Attn: Kevin W. Beaver, President (email: [kevin.beaver@tbhconcrete.com](mailto:kevin.beaver@tbhconcrete.com)); with a courtesy copy to Jason M. Divelbiss, Esq., 13424 Pennsylvania Avenue, Suite 302, Hagerstown, MD 21742 (email: [jdivelbiss@divelbisslaw.com](mailto:jdivelbiss@divelbisslaw.com)). Any party may change the address to which such notices, requests, demands, and other communications are to be directed by giving written notice of such new address to all other parties in the manner provided above. Any notice, request, demand, or other communication shall be deemed received upon the earlier of (i) the date of the e-mail if received by 5 p.m. local time of a business day, (ii) actual delivery thereof, (iii) any refusal of such delivery, or (iv) if such delivery is impossible because of the intended recipient's failure to provide the other party with notice of an address change, upon any attempt of such delivery to the address(es) set forth above.

6.2 Broker. Each of Seller and Buyer represents and warrants to the other that it has not engaged or otherwise dealt with any brokers, finders or other intermediaries in connection with the transaction contemplated hereby other than Sydney Machat ("Seller's Broker"). Seller agrees to pay Seller's Broker a commission pursuant to separate agreement with Seller. Each of Seller and Buyer agrees to indemnify, defend, and hold the other harmless from and against any and all claims arising out of the breach of the foregoing indemnifying party's representation and warranty. The obligations of the parties under this paragraph shall survive Closing and delivery of the Deed.

6.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall not have the right to assign Buyer's interest under this Agreement without Seller's consent, unless such assignment by Buyer is to an entity of which Buyer or an affiliate of Buyer controls and owns a majority interest (and provided Buyer gives Seller prompt written Notice of said assignment) Such permitted assignment shall not release Buyer from its obligations hereunder.

6.4 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT,

THE PROPERTY OR THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

6.5 Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall not survive Closing and shall be merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

6.6 Prevailing Party. In the event of any action to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to reasonable costs and attorneys' fees from the substantially non-prevailing party. For purposes of this Section 6.6, "substantially prevailing party" means the net winner in an action, taking into account the claims pursued, the claims on which the pursuing party was successful, the relief sought, the relief awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the substantially prevailing party from the date of the offer forward.

6.4 Miscellaneous. (a) No failure or delay by any party in exercising any right or discretion hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or discretion preclude any other exercise thereof or the exercise of any other right or discretion. (b) No waiver shall be effective unless in writing and executed on behalf of the party granting such waiver. (c) This Agreement shall binding and inure to the benefit of the parties and their respective heirs, successors and assigns. (d) This Agreement may be executed in two (2) or more counterparts which, when assembled, shall constitute a single original. (e) Delivery by e-mail of a PDF copy of this Agreement shall constitute good and valid delivery. This Agreement shall be governed by the laws of the State of Maryland, without regard to any conflict of laws principles, and any action for the breach or enforcement hereof shall be brought in a court of competent jurisdiction within the State of Maryland. (f) The "Effective Date" of this Agreement will be the date that the Agreement is fully executed and delivered by the parties.

6.5 As-Is Sale and Purchase.

(a) AS-IS. Buyer is purchasing the property in its existing condition, "as-is, where-is, with all faults" as of the effective date, and will, by the closing date, have made or have waived all inspections and investigations of the property and its vicinity which buyer believes are necessary to protect its own interest in, and its contemplated use of, the property.

(b) NO REPRESENTATIONS. Other than the express representations and warranties of seller contained in this agreement or the closing documents, neither seller, its members, nor any person or entity acting by or on behalf of seller, or any officer, director, employee, agent, affiliate, successor or assign of any of the foregoing has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to buyer upon which buyer is relying, or in connection with which buyer has made or will make any decisions concerning the property.

(c) NO IMPLIED WARRANTIES. Other than the express representations and warranties of seller contained in this agreement or the closing documents, seller hereby disclaims all warranties implied by law arising out of or with respect to the execution of this agreement, any aspect or element of the property, or the performance of seller's obligations hereunder including, without limitation, all implied warranties of merchantability and/or fitness for a particular purpose.

6.5 Like-kind Exchange. Seller, at any time prior to the Closing Date, may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations

pertaining thereto, of the Internal Revenue Code of 1986, as amended. Buyer expressly agrees to cooperate with Seller in connection with any such exchange in any manner which shall not impose any additional cost or liability upon Buyer, including without limitation by executing any and all documents, including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that Buyer shall not be required to take title to any property in order to accommodate Seller in effecting the exchange; and provided further, however, that Seller's election to effect such an exchange shall not delay the Closing Date.

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

**SELLER:**

**HAGERSTOWN WASHINGTON COUNTY  
INDUSTRIAL FOUNDATION, INC.**

By:   
Name: Gregory I Snook  
Title: President

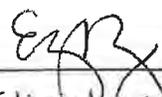
**BUYER:**

**THOMAS BENNET & HUNTER, INC.**

By:   
Kevin W. Beaver, President

**ESCROW AGENT:**

**LINCOLN TITLE & SETTLEMENT SERVICES**

By:   
Name: Elizabeth Bryan  
Title: Settlement Officer

**LIST OF NAMES AND ADDRESSES OF ALL ADJOINING AND CONFRONTING  
PROPERTY OWNERS**

1. Barbara Stephensen & Ronald E. Brown
  - a. Premises Address: 11615 Hopewell Rd., Hagerstown, MD 21740
  - b. Mailing Address: 1500 Philadelphia Ave., Chambersburg, PA 17201
  - c. Map: 0048
  - d. Parcel: 0007
  - e. Account ID: 24-000540
  
2. Purina Mills, Inc. Land O Lakes
  - a. Premises Address: 11671 Hopewell Rd., Hagerstown, MD 21740
  - b. Mailing Address: c/o Land O Lakes P.O. Box 64101 MS 4015, St. Paul, MN 55614
  - c. Map: 0048
  - d. Parcel: 0868
  - e. Account ID: 24-005259
  
3. 2004 Halfway Boulevard LLC
  - a. Premises Address: 16804 & 16814 Blake Rd., Hagerstown, MD 21740
  - b. Mailing Address: 11535 Hopewell Rd., P.O. Box 4217, Hagerstown, MD 21741
  - c. Map: 0048
  - d. Parcel: 0006
  - e. Account ID: 24-001067
  
4. CSX Minerals
  - a. Premises Address: Halfway Blvd, Hagerstown, MD 21740
  - b. Mailing Address: 500 Water St. J-910, Jacksonville, FL 32202
  - c. Map: 0048
  - d. Parcel: 0796
  - e. Account ID: 26-036356
  
5. The Bowman Group LLP
  - a. Premises Address: 16921 Halfway Blvd., Hagerstown, MD 21740
  - b. Mailing Address: 10228 Governor Lane Blvd. Ste. 3002, Williamsport, MD 21795
  - c. Map: 0048
  - d. Parcel: 0008
  - e. Account ID: 24-009971

**CONTINUED ON FOLLOWING PAGE**

**EXHIBIT D**

**Application for Map Amendment  
Staff Report and Analysis**

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Property Owner(s)	:	Hagerstown-Washington County Industrial Foundation (CHIEF)
Applicant(s)	:	Thomas Bennett & Hunter, Inc.
Location	:	1/10 mile NE of intersection of Halfway Rd & Hopewell Blvd
Election District	:	#24 – Cedar Lawn
Comprehensive Plan		
Designation	:	Industrial Flex
Tax Map	:	48
Parcel(s)	:	572
Acreage	:	19.37 acres
Existing Zoning	:	HI – Highway Interchange
Requested Zoning	:	IG – Industrial, General
Date of Hearing	:	March 5, 2018

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**I. Background and Findings Analysis:**

**1. Site Description**

Parcel 572 is located in the Urban Growth Area that surrounds the City of Hagerstown as well as the Towns of Funkstown and Williamsport. More specifically, the property is found .1 miles northeast of the intersection of Halfway Boulevard and Hopewell Road in the Hopewell Valley Economic Development Area.

The site itself is 19.37 acres in size, 7.63 acres of which is forested. Of the 7.63 acres of forested area, 3.85 acres is currently protected within a permanent forest easement which forms the western and northwestern boundary of the property. The topography of the site is hilly, contains rock outcroppings in the forested area, and slopes gently downward from east to west. Outside of the forest areas, the remaining acreage has been cleared and left unimproved, or is being cultivated.

The intersection of Halfway Blvd and Hopewell Road has been developed to serve the needs of the industrial and commercial development in the Hopewell Valley area, as well as the I-81 traffic generated from adjacent exit 5. The intersection contains a variety of truck stops, gas stations and automotive sales, service and repair shops.

**2. Population Analysis**

To evaluate the change in population, information was compiled from the US Census Bureau over a thirty-year time frame. A thirty year horizon was chosen to show long term population trends both in the election district of the proposed rezoning, as well as the overall trends of the County.

Parcel 527 is located within the Cedar Lawn Election District (#24), a sparsely populated election district characterized mostly by extensive industrial and commercial land uses. Residential areas are confined mostly to the northern part of the election district, constituting portions of the West End of Hagerstown. As shown in the table below however, **the population in this district has grown more rapidly than the County** has over the thirty year time frame between 1980 and 2010. District 24 has grown 53.6% over the thirty year period (1.8% per year) while the County as a whole has increased in population by 30.36% (1.01% per year) during the same period.

**Table 1: Cedar Lawn District Population Trends**

Population Trends 1980 - 2010			
Year	Area	Population	% change from previous decade
1980	District	867	
	County	113086	
1990	District	1129	30.2%
	County	121393	7.3%
2000	District	1131	0.2%
	County	131932	8.7%
2010	District	1332	17.8%
	County	147430	11.7%

Source: US Census Bureau

**3. Availability of Public Facilities**

**A. Water and Sewerage**

The adopted Water and Sewerage Plan for the County establishes the policies and recommendations for public water and sewer infrastructure to help guide development in a manner that helps promote healthy and adequate service to citizens. By its own decree, the purpose of the Washington County Water and Sewerage Plan is "...to provide for the continued health and well-being of Washington County residents and our downstream neighbors..."<sup>1</sup> This is achieved through implementing recommendations within the County Comprehensive Plan and the Water and Sewerage Plan to provide for services in a timely and efficient manner and by establishing an inventory of existing and programmed services.

<sup>1</sup> Washington County, Maryland Water and Sewerage Plan 2009 Update, Page I-2

**Water:**

W1-Existing Service (County Line-City Treatment)

The parcel is served by existing (W-1) public water facilities as they are located within the Urban Growth Area. Water service in this area is provided by the City of Hagerstown at its treatment plant. The County owns the distribution system.

The City of Hagerstown Water Division offered no comment on the proposed development when sent the application for review.

**Wastewater:**

Split: Northern Half: S-1-Existing Service (County)

Southern Half: S-3 Programmed Service (County)

Existing sewerage service (S-1) is currently available on only the northern half of the parcel adjacent to Hopewell Road. The County owns the collection system and handles the effluent treatment at the Conococheague Wastewater Treatment Plant. The southern half of the parcel was designated as S-3 Programmed Service within the 2009 Water and Sewerage Plan.

The Washington County Department of Water Quality, the wastewater provider for this area, had no comments on this application.

**B. Emergency Services**

**Fire and Emergency Services:**

Volunteer Fire Company of Halfway (1114 Lincoln Avenue) – 1 mile away

The subject parcel is located within the service area of the Volunteer Fire Company of Halfway. This same entity also provides the nearest emergency rescue services. Their station is located approximately 1 mile away from the property in question.

A copy of this application was sent to Halfway Fire Company as well as to the Washington County Division of Emergency Services. No comments were received.

**Schools**

Elementary – Jonathan Hager, Middle – Springfield, High School - Williamsport

The subject site is within the districts of Jonathan Hager, Springfield Middle and Williamsport High schools. The requested zoning classification, Industrial General (IG), does not allow for residential development. Therefore, there would be **no school**

**capacity mitigation requirements** for pupil generation under the County's Adequate Public Facilities Ordinance.

#### **4. Present and Future Transportation Patterns**

##### **Highways - Access and Traffic Volume**

The subject property is located on Hopewell Road slightly northeast of that road's intersection with Halfway Boulevard. Hopewell Road is classified as a Minor Collector in the Transportation Element of the County's 2002 Comprehensive Plan, in terms of mobility and access characteristics. **Minor Collector** roads are designed to carry between 1,000 and 3,000 vehicles in urban areas in Average Daily Traffic. The County's classifications system is based upon the Federal Highway Functional Classification System, but modified to reflect local road conditions. The section of Halfway Boulevard adjacent to the proposed rezoning is also classified as a Minor Collector in the 2002 Comprehensive Plan.

Parcel 527 has approximately 900 feet of road frontage on Hopewell Road. An existing right turn lane runs in front of the northeast corner of the property, primarily to provide access to the adjacent Purina Mills facility. An existing macadam driveway spurs off of northbound Hopewell Road roughly 500 feet south of the Purina Mills entrance road, providing its only current access. The driveway ends at a gate after a short distance and the pavement largely disappears into the forest shortly beyond the gate. There is no middle turn lane on Hopewell Road in the vicinity of the property.

Approximately 1 mile west of the parcel subject to this rezoning, Halfway Boulevard is to be extended ½ mile in length and connect to MD 63/Greencastle Pike. The project, titled **Halfway Boulevard Extended Phase 1** in the County's current Capital Improvement Plan (CIP), has been allotted \$2.049 million for engineering/design, construction and inspection from 2018 – 2020. Federal grants will provide \$1.9 million of this total, with the remainder provided by the County through tax supported bonds. The extended roadway will provide an alternate access route to MD 63 and I-70 for heavy truck traffic traveling to or from the industrial park on Halfway Boulevard Extended. **Phase II** of this same project on Halfway Blvd allots \$2 million for the construction of a new bridge across an unnamed tributary of Conococheague Creek, funded through bonds and contributions.

In addition to evaluating public access of a parcel for rezoning purposes, it is also important to evaluate traffic generation and existing traffic volumes. This is commonly accomplished through analysis of historic and existing traffic counts as well as any existing traffic impact studies. Traffic counts from the Maryland State Highway Administration (SHA), and the Washington County Department of Engineering (DOE) were recorded at a select few points in the vicinity of the proposed rezoning. SHA's closest traffic counts occurred near the intersection of MD 144 and Hopewell Road, roughly 1.5 miles north of the site. DOE traffic counts occurred in 2008 and 2016 in four places surrounding the intersection of Halfway Boulevard and Hopewell Road.

These counts offer the most stable location during the 30-year time period surveyed below. The traffic volume data shown in the table is expressed in annual average daily traffic volumes (ADT).

**Table 2:**

SHA Traffic Volumes 1985-2015			2016 DOE Traffic Volumes	
Year	MD 144/West Washington St. west of I-81	Counter Location	Year	Intersection of Halfway Blvd & Hopewell Rd
2015	5112	Adjacent to site, Hopewell Rd	2008 2016	7237 6722
2010	4640	WB Halfway Blvd	2008 2016	4948 2802
2005	4750	EB Halfway Blvd	2008 2016	4948 2863
2000	9525	Hopewell Rd NB, south of intersection	2008 2016	4583 3016
1995	4475	Hopewell Rd SB, south of intersection	2008 2016	4583 4773
1990	1600			
1985	4000			

**Source: Maryland State Highway Administration; Washington County Dept. of Engineering**

The data contained in Table 2 above offers a mixed picture of the change in traffic volumes in the vicinity of this proposed rezoning. The left half of the table (colored light gray) reveals that traffic volume near the intersection of MD 144 and Hopewell Road has declined by 46% between 2000 and 2015. At the same time, ADT grew by 10.2% between 2010 and 2015. Overall, it would be fair to say other than the outlier count in 2000 where traffic nearly doubled at this intersection, ADT has remain consistently between 4,000 – 5,000 for much of the 30 year period in question.

County traffic counts were performed by consultants in 2008 and in 2016 in four locations surrounding the intersection of Halfway Boulevard and Hopewell Road. These figures are noted in the right side of the table (colored gray). Only one of these four locations, southbound Hopewell Road, shows an increase in ADT between 2008 and 2016. That counter noted just a 4.1 percent increase in traffic by 2016 (or .5% per year). The other three locations at which counts were taken, including one immediately west of the proposed rezoning site on Hopewell Road, showed notable decreases in traffic between 2008 and 2016.

Overall, traffic seems to be flat or declining in the immediate vicinity of the proposed rezoning site, according to the data presented above.

The rezoning application was sent to the Division of Engineering Plan Review, which offered no comment.

### **Public Transportation**

This area is not served by Washington County Transit. The Hopewell Express provides a free shuttle service to employees of Hopewell Road businesses from downtown Hagerstown. The shuttle service, provided by the Washington County Community Action Council, operates Monday – Friday from approximately 6 am - 8 pm.

### **5. Compatibility with Existing and Proposed Development in the Area:**

The subject parcel is presently zoned Highway Interchange (HI) and is requesting to change its zoning to Industrial, General (IG). The **purpose of the IG zoning district** is:

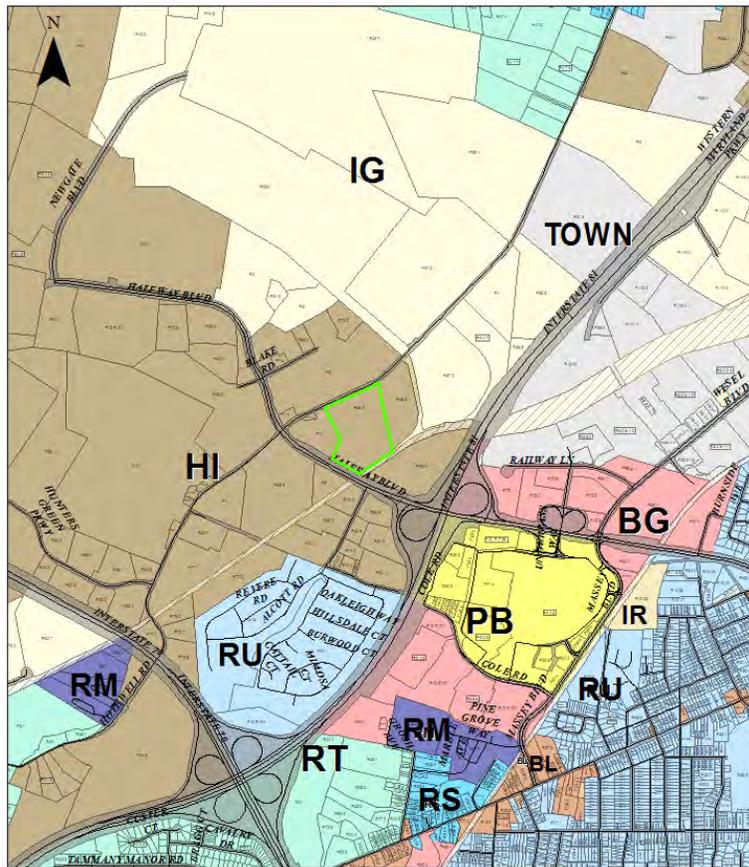
*“... to provide appropriate locations for manufacturing, processing, and other heavy industrial uses which may require extensive transportation, water and/or sewerage facilities, or open space, because of the number of employees, the type of manufacturing operation or any by-products which might result from the use.”<sup>2</sup>*

Select principal permitted uses within this zoning district include the **manufacture of automobiles, chemical processing, grain milling, feed storage, recycling facilities and correctional institutions**. Any use permitted in the Industrial, Restricted (IR) zoning district is also permitted in the IG zoning district. New development in an IG zoning district must be served by public water and sewer facilities. A site plan with an approved Forest Stand Delineation and Forest Conservation Plan is required for any principal permitted or approved special exception use except agriculture.

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<sup>2</sup> Washington County Zoning Ordinance, Article 14, p. 124.

**Map 1: Surrounding Zoning Classifications**



Map 1 shows zoning in the vicinity of the parcel subject to this rezoning (outlined in green). As can be observed above, west of I-81, the zoning is overwhelmingly either HI or IG, in keeping with the developmental character of the Hopewell Valley area. The subject parcel itself is surrounded on all sides by HI zoning, however, it is separated only by a single parcel to the northeast from the nearest IG zoning district. A small amount of residential zoning can be found east of the CSX rail line, immediately north and south of the intersection of I-81 and I-70, including the Lakeside Mobile Home Park and Hopewell Manor Apartments.

Land use in the area surrounding the property follows naturally with the zoning described above. Purina Mills, Performance Pipe and Wantz Distributors can be found immediately north of the subject site on Hopewell Road. Pilot Travel Center, Exxon, Freightliner Body Shop and S & S Tire Services are among the commercial businesses located at the intersection of Halfway and Hopewell.

Another important component of compatibility is the location of historic structures on and around the parcels being proposed for rezoning. According to the Washington County Historic Sites Survey there are four existing historic site located within a 0.5 mile radius of the proposed rezoning areas. These sites are described below.

Existing historic sites within ½ mile:

- WA-I-232: “Schindel-Dutton Farm” – mid-19<sup>th</sup> century farm complex with 2-story log home with German Siding and 1862 brick bank barn on 44 acres.
- WA-I-348: Early 19<sup>th</sup> century farm complex with 2-story limestone farmhouse, stone outbuilding, stone bank barn on 7 acres.
- WA-I-350: “Ridenour Farm” – 18<sup>th</sup> century farm complex with brick cased log home, wood frame shed and concrete silo on 2 acres.

#### **6. Relationship of the Proposed Change to the Adopted Plan for the County:**

The purpose of a Comprehensive Plan is to evaluate the needs of the community and balance the different types of growth to create a harmony between different land uses. In general, this is accomplished through evaluation of existing conditions, projections of future conditions, and creation of a generalized land use plan that promotes compatibility while maintaining the health, safety, and welfare of the general public.

The 2002 Washington County Comprehensive Plan designates eight policy areas specific to Urban and Town Growth Areas. The property subject to this rezoning is located in the **Industrial Flex** sub-policy area. The Comprehensive Plan offers the following definition for this policy area:

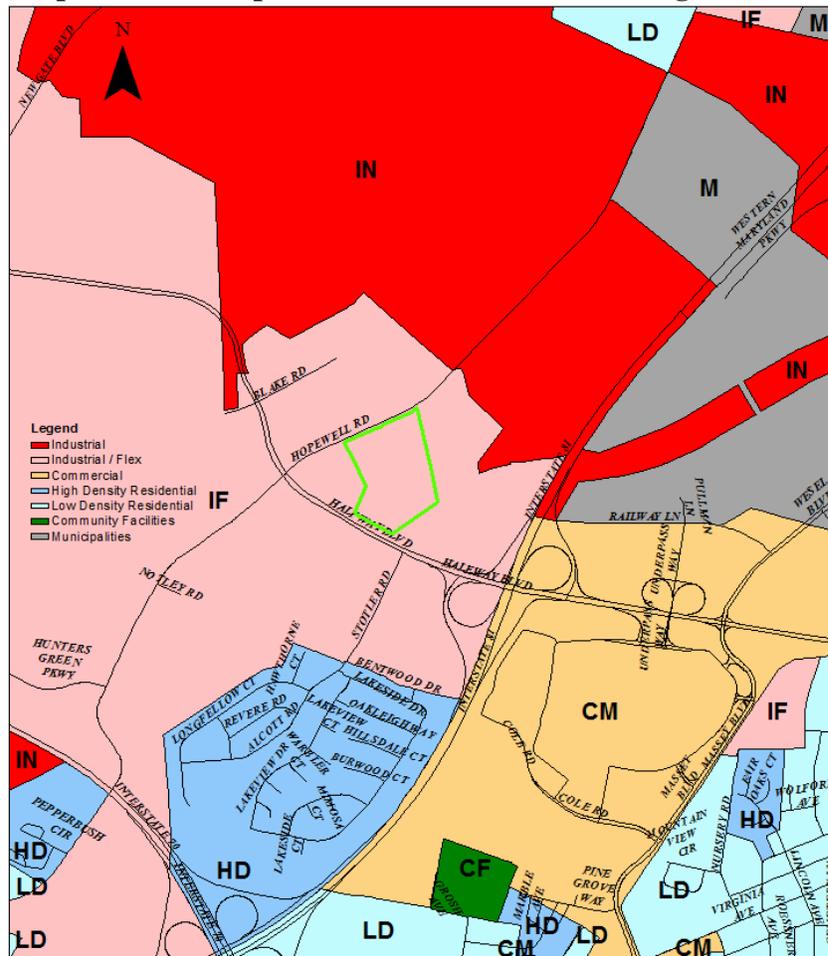
*“This classification reflects a hybrid policy area comprised of different types of development associated land uses. It’s an outgrowth of changes in the workplace as more jobs move from manufacturing to the hi-tech and service sectors of the economy. Existing and anticipated land uses associated with this policy area include light industrial parks, office parks, research and development facilities, hi-tech communication and technology facilities, trucking and distribution facilities and minor commercial uses that support job centers.”<sup>3</sup>*

The Hopewell Valley Economic Development Area is specifically noted within the IF definition as an employment center representative of the policy area. Map 2, shown below, displays the parcel’s designation in the 2002 Comprehensive Plan Land Use Plan within the context of its surroundings.

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<sup>3</sup> 2002 Washington County, Maryland Comprehensive Plan, Pages 242-243.

Map 3: 2002 Comprehensive Plan Land Use Designations



### 7. “Change or Mistake” Rule

When rezonings are not part of a comprehensive rezoning by the governing body, individual map amendments (also known as piecemeal rezonings) are under an obligation to meet the test of the “Change or Mistake” Rule. The “Change or Mistake” Rule requires proof by the applicant that there has been either: a substantial change in the character in of the neighborhood since the last comprehensive zoning plan, or a mistake in designating the existing zoning classification.

As part of the evaluation to determine whether the applicant has proven whether there has been either a change or mistake in the zoning of a parcel, the Maryland Annotated Code Land Use Article and the Washington County Zoning Ordinance state that the local legislative body is required to make findings of fact on at least six different criteria in order to ensure that a consistent evaluation of each case is provided. Those **criteria** include: 1) *population change*; 2) *the availability of public facilities*; 3) *present and future transportation patterns*; 4) *compatibility with existing and proposed*

*development for the area; 5) the recommendation of the planning commission; and 6) the relationship of the proposed amendment to the local jurisdiction's Comprehensive Plan.*

Even when change or mistake has been sufficiently sustained, it merely allows the local governing body the authority to change the zoning; it **does not require** the change. When conditions are right for a change the new zone must be shown to be appropriate and logical for the location and consistent with the County's Comprehensive Plan.

## **II. Staff Analysis:**

The analysis of a rezoning request begins with a *strong presumption that the current zoning is correct*. It is assumed that the governing body performed sufficient analysis, exercised care, and gave adequate consideration to all known concerns when zoning was applied to a parcel of land. However, there are instances by which a case can be established to show that the governing body either erred in establishment of the proper zoning of a property or that enough change has occurred within the neighborhood surrounding the property since the governing body's last assessment to require a new evaluation of the established zoning designation.

The applicant of this case has indicated in their justification statement that they believe that there has been a **mistake** in the designation of the existing zoning classification. As noted in the prior section describing the "Change or Mistake" Rule, the Washington County's Zoning Ordinance requires data to be presented to the local legislative body on factors such as population change, present and future traffic patterns, the availability of public facilities, the relationship of the proposed change to the Comprehensive Plan and its compatibility with existing and proposed development in order to determine how the area subject to rezoning has evolved over time. Maryland case law has consistently established that evidence of these factors must be considered cumulatively, not individually, if the applicant is to demonstrate proof of a mistake in the designation of the current zoning. Correspondingly, a substantial change in any one individual factor doesn't necessarily illustrate that substantial change has occurred in the neighborhood overall.

### **A. Evidence for Mistake in the Current Zoning**

In order to demonstrate that a mistake was made by the regulatory body in applying the existing zoning classification to the parcel, the applicant must establish error occurred as a result of factors such as:

- 1. A failure to take into account projects or trends probable of fruition,**
- 2. Decisions based on erroneous information,**
- 3. Facts that later prove to be incorrect,**
- 4. Events that have occurred since the current zoning, or**
- 5. Ignoring facts in evidence at the time of zoning application.**

The last Comprehensive Rezoning in Washington County was completed in 2012, affecting the Urban Growth Area (UGA) that surrounds the City of Hagerstown and the towns of Williamsport and Funkstown. The Rezoning affected approximately 17,000 parcels and 38,000 acres of land.<sup>4</sup> The input of property owners, local officials, staff and the general public was solicited and considered in the assignment of each parcel affected by the Comprehensive Rezoning.

The applicant contends that a **mistake** was made by the governing body in the failure to assign an industrial zoning classification instead of the current HI zoning. The applicant contends that the retention of the existing zoning class in 2012 was a mistake principally because the following facts weren't fully considered:

1. *“the existing, predominantly industrial nature of Hopewell Valley; and”*
2. *“the reasonably foreseeable future trend of industrial use intensification”*
3. **Character of Property**
  - a) **Adjacent to active rail line**
  - b) **2/10 mi (linear distance)/1/2 mi (driving distance) from I-81**
  - c) **Minimal separation from existing block of IG zoning to north**

In considering the above information presented by the applicant, it is important to separate what is fact from what is speculative. First, the predominantly industrial character of the Hopewell Valley did indeed exist in 2012. The Hopewell Valley area has been targeted a region for concentrated economic development of an industrial/commercial nature since the late 20<sup>th</sup> century. Therefore, the industrial nature of the area has not arisen unexpectedly or organically in the time since 2012. Long range land use planning has intentionally steered the area to develop as it has over time.

Second, the site specific characteristics of Parcel 527 noted by the applicant are also accurate. The property is adjacent to the active CSX rail line. It is also located a short linear and driving distance from the I-81 interchange and is also separated by a single parcel from the block of IG zoning districts located immediately to the north.

Whether or not these specific characteristics make the property substantially better suited to industrial (IG) versus commercial development (HI) isn't entirely clear. CHIEF nearly closed a deal to put a tenant (GTI) on the property as recently as 2016 under the current zoning, recording a development plat in the process (Washington County Plat 10632). It was only the failure of GTI to obtain a competitive contract that caused the development of the property to stall.

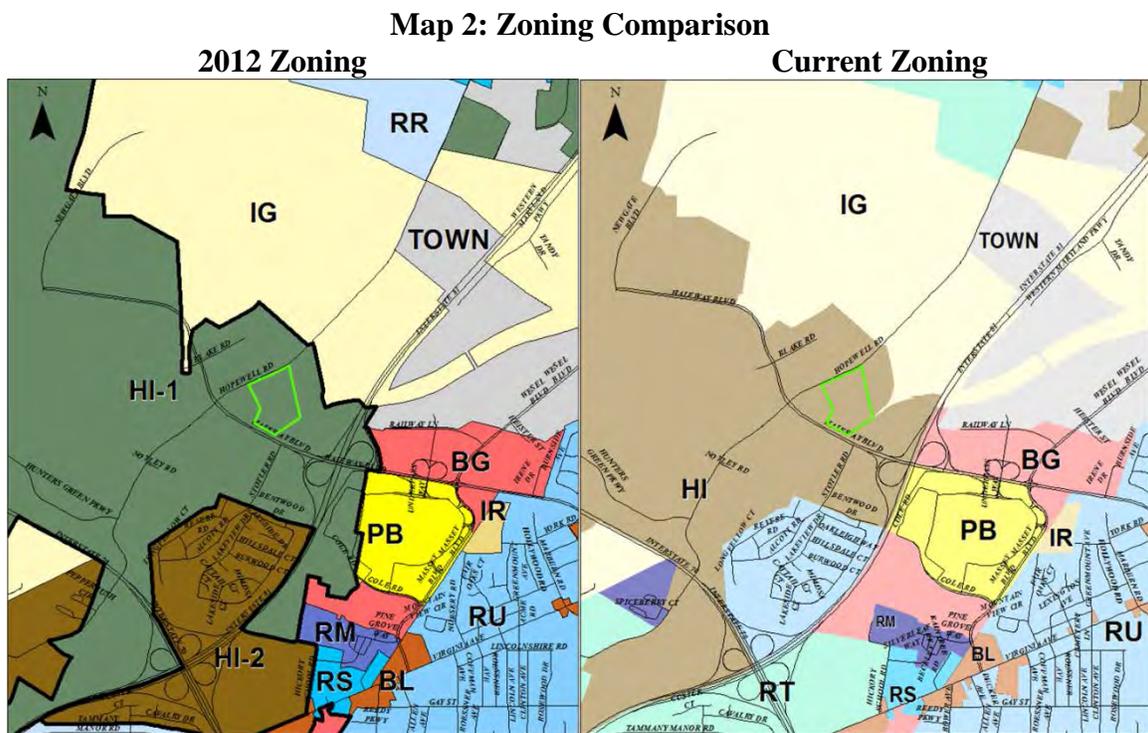
The third contention made by the applicant, that there is a “trend toward industrial use intensification,” is more speculative in nature and may not necessarily apply to the parcel subject to this rezoning. **Parcel 527 in fact has been zoned either HI or HI-1 for more than 20 years.** Records indicate that the property was rezoned HI-1 in 1995 (RZ-95-06.2).

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<sup>4</sup> Washington County Ordinance No. ORD-2012-08

The HI-1 zoning district “is intended to include those lands closest to the seventeen interchanges of the interstate highway system traversing Washington County.”<sup>5</sup> Neither HI nor HI-1 delineate their specific principal permitted uses, drawing instead those principal permitted uses from BL, BG, PB and IR zoning districts. Unlike the HI district however, HI-1 does not allow principal permitted uses from the ORT zoning district.

As can be seen below in Map 2, there was a clear intent in the zoning, both before and after the Comprehensive Rezoning of the UGA in 2012, to guide commercial development towards the interstate interchanges in the southern portion of Hopewell Valley, while guiding more intensive industrial uses to the northern part of Hopewell Valley. This is why one observes a fairly **consistent line dividing the solid block of HI or HI-1 zoning districts from IG zoning districts, both before and after 2012.**



In rezoning the southern block of parcels (which includes Parcel 527) from HI-1 to HI in 2012, there was a clear intent to attempt to bring the zoning even more closely in line with Industrial/Flex recommendation of the 2002 Comprehensive Plan. By bringing in the principal uses allowed in the ORT district after rezoning from HI-1 to HI, it enabled the area to solicit the type of “hi-tech” and “service sector” jobs mentioned in the definition of the IF policy area. Such a strategy would position these types of employers advantageously near the interchanges, while buffering the interchange vicinity from externalities such as heavy truck traffic, noise or noxious emissions that can result from the intensive industrial operations permitted within the IG zoning district.

<sup>5</sup> Washington County Zoning Ordinance, Article 19A, p.188.

Accordingly, while it may be hard at first to discern the differences on the ground between these the HI and IG zoning districts in Hopewell Valley, there are subtle differences. The intersection of Hopewell Road and Halfway Boulevard is a good example of this, as it contains primarily gas stations and automotive/truck repair/service businesses and even a Super 8 motel. These service oriented businesses are certainly qualitatively different land uses from the manufacturing or warehousing operations at Purina Mills or Wantz Distributors up Hopewell Road to the north.

Thus, to begin to erode this subtle dividing line between the HI and IG zoning blocks through piecemeal rezoning is to open the possibility of bringing the externalities from intensive industrial operations into closer proximity with the adjacent I-81 and I-70 interchanges. It seems evident in observing the zoning from 1995 to the present day, that there has been an intentional effort to avoid these issues by maintaining a fairly consistent separation of heavy industrial operations from the immediate vicinity of the I-81 and I-70 interchanges in this area. Long range land use planning has indeed encouraged industrial intensification in northern Hopewell Valley, but not in southern Hopewell Valley where operations may impact optimal function of the land and transportation system surrounding the interstate interchanges.

## **B. Industrial Restricted (IR) v. Industrial General (IG)**

An assertion is also made by the applicant that a change in zoning from HI to IG would result in little potential change in land use from what is currently allowed. On page three of the applicant's justification statement, an examination is made of the commonalities of the HI, IR and IG zoning districts. In essence, the applicant claims that because all of the IR zoning district's principal permitted uses are allowed in an HI zoning district (excluding heliports and communication towers), and the IG zoning district also permits industrial and manufacturing uses, that the change in zoning from HI to IG would be negligible.

This argument makes a false equivalency between the three zoning districts which is evident merely from observing their statements of purpose in Washington County's Zoning Ordinance. (Emphasis added)

### **1. Highway Interchange (HI)**

- "... provide suitable locations for commercial activities or light industrial uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to promote the safe and efficient operation of the interchange and to promote its visual attractiveness."<sup>6</sup>

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<sup>6</sup> Washington County Zoning Ordinance Article 19, p.180.

## 2. Industrial Restricted (IR)

- “... provide locations for low intensity manufacturing and assembly processes which may not require extensive measures to allow compatibility with adjacent land uses.”<sup>7</sup>

## 3. Industrial General (IG)

- “... provide locations for manufacturing, processing, and other heavy industrial uses which may require **extensive** transportation, water and/or sewerage facilities, or open space because of the number of employees, the type of manufacturing operation, or any by-products which might result from the use.”<sup>8</sup>

It is clear from reading these purpose statements that the defining characteristic separating these three zoning districts is **land use intensity**. The HI and IR zoning districts allow for light industrial uses of more moderate intensity that are less likely to have difficulty finding compatibility with adjacent land uses. Uses in the IG district place extensive demands on water and sewer facilities as well as the transportation system, and can produce by-products that all point to the need for discretion in where such businesses are located. Because of the overlap in principal permitted uses between the HI and IR zoning districts, there are limited differences in the intensity of what land uses can occur in each district. If the applicant was attempting to rezone the property from HI to IR, there would be little to argue about a change in intensity that might result from such a decision. If the goal is to seek or allow for a tenant who might engage in low to moderate intensity manufacturing or assembly in the zoning designation; as it appears from the wording in the justification statement and in keeping with the predominant character of Hopewell Valley, then those uses and much more are already available under the current HI zoning.

The applicant has requested to rezone the property from HI to IG, however, a zoning district which allows for the most intensive land uses outside of the Industrial Mineral floating zone. That intensity is glossed over by the applicant in comparing the IG and IR zoning districts. Coal yards, the manufacture of brick and the processing of chemicals are just a few of the principal permitted uses in the IG district. **In deciding whether a proposed rezoning would be compatible with the existing neighborhood, it is imperative to consider all uses permitted within that zoning district**, particularly principle permitted uses, as once the zoning is designated, there is only so much that the site planning process can do to mitigate the effects of incompatible adjacent land uses.

Thus, while the Hopewell Valley may have avoided such incompatibility issues so far in what businesses have located there, past history cannot always predict what will happen in the future. As noted previously, rezoning the property to IG creates the potential to locate heavy industrial uses in close proximity to the I-81 interchange, a decision which may disrupt the careful efforts of past long range planning to avoid such

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<sup>7</sup> Washington County Zoning Ordinance Article 13, p.118.

<sup>8</sup> Washington County Zoning Ordinance Article 14, p.124.

issues of incompatibility by maintaining separation between the IG and HI zoning blocks in northern and southern Hopewell Valley. The separation of incompatible land uses from one another by arranging them spatially in a manner that prevents nuisances or unintended externalities from negatively affecting adjacent properties is a hallmark of the Euclidean Zoning utilized in Washington County.

### **C. Additional Considerations: Traffic and Road Improvements**

As noted on page 5, traffic in the vicinity of the Halfway/Hopewell intersection appears to be stable or declining. It is worth considering, however, what effect the impending connection of Halfway Blvd and Greencastle Pike will have on the character of the neighborhood, including the parcel subject to this rezoning. This improvement is described in the CIP as providing an alternate access route to MD 63 and I-70 for heavy truck traffic traveling to or from the industrial park on Halfway Boulevard Extended.

It certainly seems likely that even more traffic, particularly trucks, will be traveling in the vicinity of the intersection in order to take advantage of this new alternate route to and from Hopewell Valley businesses. At least in the short term, this road extension could provide congestion relief to vehicles traveling in the vicinity of the Halfway/Hopewell intersection. In the long term however; depending on where the primary point of access for a fully developed Parcel 527 was located, it's possible that traffic generated from a more intensive operation at the site could contribute to lessening the congestion relief benefits provided by the current extension of Halfway Blvd.

### **III. Recommendation:**

The applicant has claimed that the local legislative body made a mistake in applying the current zoning classification at the time of the Comprehensive Rezoning of the Urban Growth Area in 2012.

The burden of the applicant in a “**Mistake**” case is to provide evidence that the Body:

- 1) Failed to take into account projects or trends probable of fruition,
2. Made decisions based on erroneous information,
3. Used facts that later prove to be incorrect,
4. Couldn't have foreseen Events that have occurred since the current zoning, or
5. Ignored facts in evidence at the time of zoning application.

The applicant has not offered conclusive evidence that material facts were not considered by the local legislative body during 2012 UGA Comprehensive Rezoning. The existing character of the Hopewell Valley area is the logical outcome of long term land use planning that has intentionally maintained a clear line of separation between the more industrial northern Hopewell Valley and the more commercially oriented southern Hopewell Valley for more than 20 years. Thus, the primary assertions of the applicant in support of a mistake in the current zoning such as “the existing, predominantly industrial nature of Hopewell Valley,” the “foreseeable future trend of industrial use intensification” are not uniformly accurate throughout the Hopewell Valley Economic Development Area.

Parcel 527, and all immediately surrounding parcels to the south, east and west, have been zoned either HI or HI-1 for more than 20 years. The site characteristics noted by the applicant, aside from the parcel's immediate access to the CSX rail line, such as its proximity to the I-81 interchange and minimal separation from the IG zoning districts to the north, aren't uniquely persuasive in demonstrating that the legislative body erred in failing to alter a twenty-plus year history of commercial zoning and rezone the property industrial.

Land use intensity should be strongly considered by the Body in evaluating the applicants petition to rezone the property. Rezoning the property from HI to IG is of a magnitude greater in terms of allowable land uses than rezoning from HI to IR would be.

Overall, given the mixed commercial and industrial character that pervades the entirety the Hopewell Valley area, a low to moderate intensity industrial land use would not be a substantial departure for the "neighborhood" in the vicinity of this property. This type of land use is already permitted with the current HI zoning. In arriving at a decision, the local legislative body should strongly consider the clear intent of past decision makers to maintain a firm line separating intensive industrial operations from the immediate vicinity of the I-81 and I-70 interchanges due to their potential impacts on optimal function of adjacent lands and the transportation system.

Respectfully Submitted,

Travis Allen  
Comprehensive Planner



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

April 13, 2018

RZ-18-001

**APPLICATION FOR MAP AMENDMENT  
PLANNING COMMISSION RECOMMENDATION**

Property Owner(s)	Hagerstown-Washington County Industrial Foundation (CHIEF)
Applicant(s)	Thomas, Bennett & Hunter, Inc.
Location	1/10 mile NE of intersection of Halfway Rd & Hopewell Blvd
Election District :	#24 – Cedar Lawn
Comprehensive Plan Designation	Industrial Flex
Tax Map	48
Parcel(s)	572
Acreage	19.37 acres
Existing Zoning	HI – Highway Interchange
Requested Zoning	IG – Industrial, General
Date of Public Meeting	March 5, 2018

**RECOMMENDATION**

The Washington County Planning Commission took action at its regular meeting held on Monday, April 2, 2018 to recommend approval of Map Amendment RZ-18-001 to the Board of County Commissioners. The Commission considered the application, the supporting documentation submitted with the application, the applicant's presentation during the public rezoning meeting and the Staff Report and Analysis. This recommendation is based on acceptance of the applicant's claim that there was a mistake made during the 2012 comprehensive zoning because of the existing predominant industrial nature of Hopewell Valley and the reasonably foreseeable future trend of industrial use intensification was not sufficiently taken into consideration when the HI zone was assigned. The Planning Commission also cited the existing uses on adjacent parcels, the land use designation delineated in the Comprehensive Plan of Industrial Flex, an active rail line located adjacent to this property and the close proximity to the interstate to support the recommendation.

Copies of the application packet, Staff Report and Analysis, approved minutes of the March 5, 2018 public rezoning meeting and the unapproved minutes of the April 2, 2018 regular meeting are attached.

Respectfully submitted,

Stephen T. Goodrich, Director  
Washington County Department of  
Planning & Zoning

STG/TA/dse  
Attachments  
cc: Kirk Downey  
Jason Divelbiss

**Eckard, Debra S.**

---

**From:** Goodrich, Stephen  
**Sent:** Friday, February 23, 2018 8:11 AM  
**To:** Eckard, Debra S.  
**Subject:** FW: Washington County rezoning  
**Attachments:** 2-16 Washington County Planning-Zoning.pdf

Please acknowledge with our standard letter

Stephen T. Goodrich, Director  
Washington County, MD  
Department of Planning and Zoning  
100 West Washington Street, Suite 2600  
Hagerstown, MD 21740

[sgoodric@washco-md.net](mailto:sgoodric@washco-md.net)  
240-313-2430 (department)  
240-313-2438 (direct)  
240-313-2431 (fax)

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**From:** Michael Alderman [<mailto:malderman@libertyproperty.com>]  
**Sent:** Thursday, February 22, 2018 12:11 PM  
**To:** Goodrich, Stephen  
**Subject:** FW: Washington County rezoning

Mr. Goodrich, thank you for providing notice to us. We are a neighboring property owner. We support the proposed rezoning of the subject property. Thank you, Michael Alderman

**Michael Alderman**  
VP, Market Officer Pennsylvania  
Liberty Property Trust  
M 717.421.5980 D 610.997.6672  
74 W. Broad St., Suite 240, Bethlehem, PA 18018  
[malderman@libertyproperty.com](mailto:malderman@libertyproperty.com)

**DISCLAIMER**

This e-mail message is intended only for the personal use of the above named recipient(s). If you are not the intended recipient, you may not review, copy or forward this e-mail message. If you have received this communication incorrectly, please notify Liberty Property Trust immediately via e-mail or phone and delete the message accordingly.



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

February 23, 2018

Mr. Michael Alderman  
VP, Market Officer Pennsylvania  
Liberty Property Trust  
74 West Broad Street  
Suite 240  
Bethlehem, PA 18018

RE: Rezoning Case RZ-18-001

Dear Mr. Alderman:

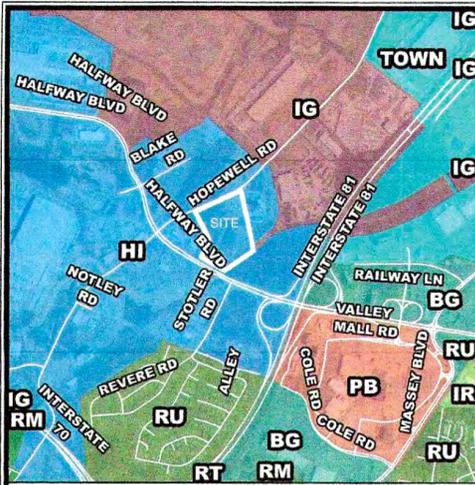
This letter acknowledges receipt of your recent correspondence regarding the proposed map amendment for RZ-18-001 – Thomas, Bennett & Hunter.

Your correspondence will be made a part of the record for this case and will be entered into the file and considered by the Washington County Planning Commission and the Board of County Commissioners in their deliberations concerning the proposed amendment.

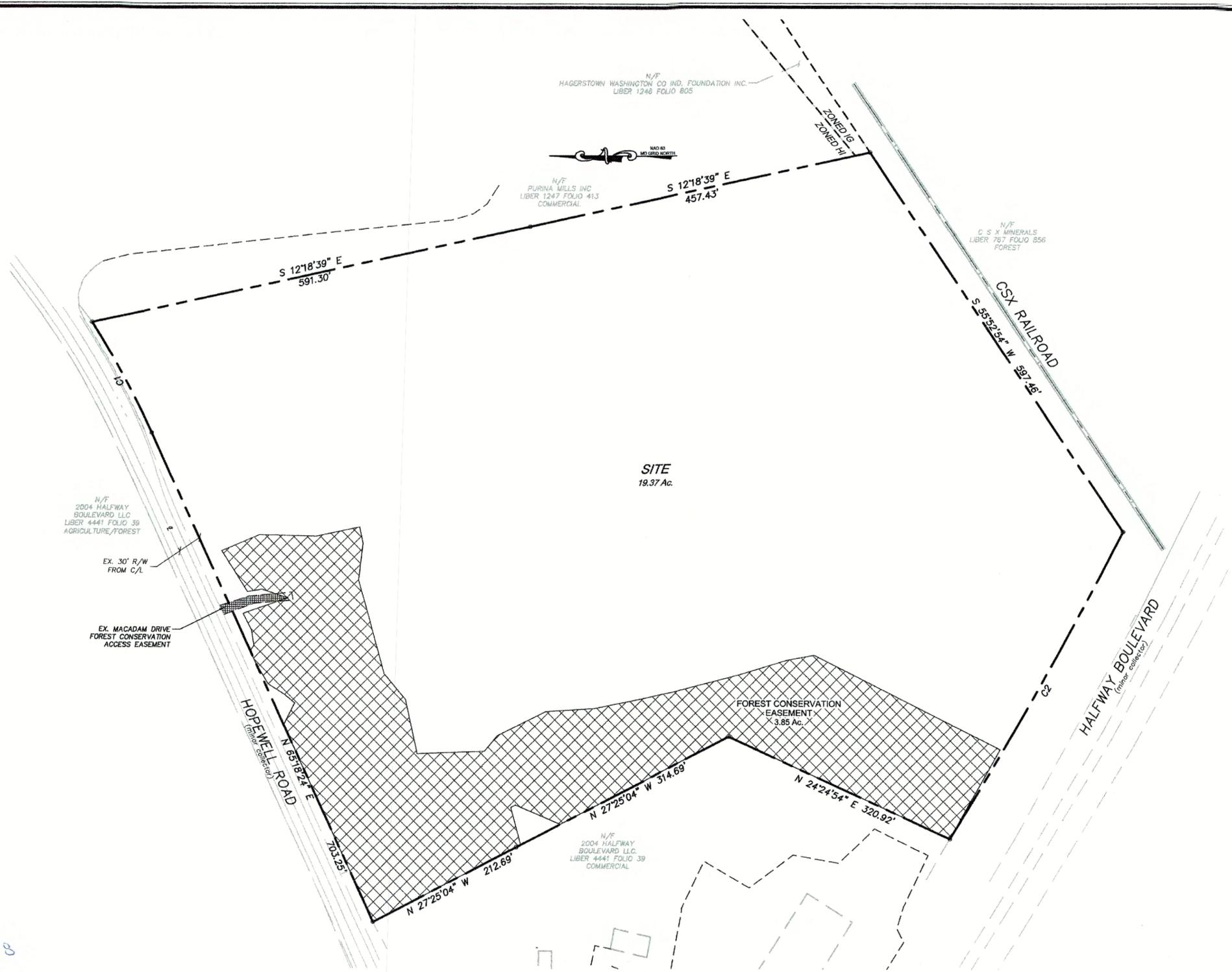
Sincerely,

Stephen T. Goodrich, Director  
Washington County Department of Planning  
& Zoning

STG/dse



VICINITY MAP SCALE: 1" = 2000'

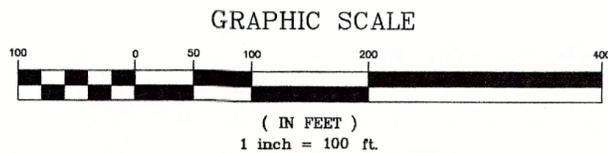


**Surveyor's Certification**  
 I hereby certify to the best of my professional knowledge and belief that the plan shown hereon is correct; that it is part of the lands as conveyed by John W. Brown and Mildred L. Brown to Hagerstown-Washington County Industrial Foundation Inc. by deed dated February 3, 1999, Liber 1474 Folio 173 and of the lands conveyed by The Bowman Group, LLP, to Hagerstown Washington County Industrial Foundation Inc. by deed dated January 23, 1998, Liber 1385 Folio 149 and of the lands conveyed by Mildred M. Powell to Washington County Industrial Foundation Inc. by deed dated December 21, 1995, Liber 1246 Folio 805, all deeds being recorded in the Land Records of Washington County, Maryland; that this document was prepared by myself and that the survey work reflected hereon is in compliance with the requirements set forth in COMAR 09.13.06.12 in effect at the time this survey was performed.  
 I also certify that I am a duly licensed Professional Land surveyor under the laws of the State of MD. License No. 10731, Expiration on January 16, 2020.

*[Signature]*  
 Professional Surveyor  
 Date: Jan. 10<sup>th</sup> 2018



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1175.94'	164.63'	164.50'	N 61°17'57" E	8°01'17"
C2	5619.58'	461.60'	461.47'	N 80°35'36" W	4°42'23"



FOREST CONSERVATION EASEMENT PER PLAT FOLIO 10632

TAX MAP 48-11-866&572 DISTRICT 27		<b>FREDERICK SEIBERT &amp; ASSOCIATES, INC.</b> ©2018 CIVIL ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ LAND PLANNERS 128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740 20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225 101 NORTH HANOVER STREET, CARLISLE, PENNSYLVANIA 17013 (301) 791-3650 (717) 597-1007 (717) 871-8111 (301) 416-7478 FAX (301) 739-4956	JOB NUMBER 6410.1
DRAWING NUMBER 1 OF 1			
DRAWN BY: LEJ	DATE: 1.9.18		
CHECKED BY:	DATE:		
SCALE: 1" = 100'			

**REZONING EXHIBIT**  
 for  
*Thomas Bennett Hunter Inc.*  
 Situate along the South side of Hopewell Road  
 WASHINGTON COUNTY, MARYLAND



Agenda Report Form

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Open Session Item

**SUBJECT:** Proposed Establishment and Modification to Certain Landfill User Fees for FY2019

**PRESENTATION DATE:** Tuesday, May 22, 2018

**PRESENTATION BY:** Dave Mason, Deputy Director, Department of Solid Waste; Sara Greaves, Chief Financial Officer

**RECOMMENDED MOTION:** Move to adopt the proposed landfill user fees for FY 2019.

**REPORT-IN-BRIEF:** On April 24, 2018, the Commissioners held a public hearing and heard public testimony, if any, on the proposed establishment and modification of certain landfill user fees for for FY 2019.

**DISCUSSION:** The proposed fee schedule as presented is requested as one facet of the overall proposal to help address the projected FY 2019 Solid Waste Department Operational Budget shortfall. The proposed rates more closely reflect the current and projected cost of landfill and recycling operations, and are also in line with landfill user rates at other facilities in our local region.

**FISCAL IMPACT:** Based on the proposed fee schedule, revenue will increase by \$439,920.

**CONCURRENCES:** Not applicable.

**ALTERNATIVES:** Not applicable.

**ATTACHMENTS:** Resolution adopting the proposed changes to the landfill user fees for FY 2019.

**AUDIO/VISUAL NEEDS:** Not applicable.

RESOLUTION NO. RS-2018-\_\_\_

**RESOLUTION FOR ADOPTION AND  
MODIFICATION OF RULES AND REGULATIONS, LANDFILL AND  
CONVENIENCE BOX FEES AND CHARGES**

RECITALS

The Board of County Commissioners of Washington County, Maryland (the "Board"), in accordance with Md. Code, Local Government Article, § 13-403, ("§ 13-403") as amended from time to time, owns and operates a county landfill and convenience boxes for refuse and garbage disposal purposes.

In accordance with § 13-403, on June 22, 1995, the Board enacted an ordinance entitled "Ordinance to Provide for Solid Waste Collection Licensing in Washington County, Maryland" (the "Ordinance"), effective July 1, 1995.

The Ordinance and § 13-403 both provide for the adoption by the Board of rules and regulations and landfill and convenience box fees and charges.

The staff of the Washington County Department of Solid Waste has recommended that certain charges be established or modified.

A public hearing was held on Tuesday, April 24, 2018, following due notice and advertisement of the landfill user fees that were proposed to be established or modified.

Any public comment received was reviewed and carefully considered.

The Board has determined to continue the following rules and regulations and adopt the following landfill and convenience box fees and charges to become effective July 1, 2018.

The Board expressly finds that adoption of the following rules and regulations, landfill and convenience box fees and charges would be in the best interests of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Washington County, Maryland, that:

1. All previous resolutions adopted by the Board, relating to the adoption of rules and regulations, landfill and convenience box fees and charges, and to charge interest for late payment of fees by landfill and convenience box users, are hereby repealed.

2. **Washington County Trash.** Only trash originating in Washington County will be accepted at the landfill or greenboxes. All vehicles must have proper stickers and have paid the requisite fees for authorization to dispose of trash in the landfill or greenboxes, and all vehicles must be covered or loads secured.

3. **Acts Not Allowed.** The following acts are not allowed at the Washington County landfill facilities or at the greenboxes:

- (a) dumping trash collected from areas outside Washington County, Maryland;
- (b) salvaging, scavenging, or animal feeding in the landfill facilities or at the greenbox facilities;
- (c) speeding or reckless driving;
- (d) dumping before or after scheduled operating hours; or
- (e) operating unsafe vehicles, or vehicles not meeting the weight limitations prescribed by the laws of the State of Maryland.

4. The following items will **NOT** be accepted at Washington County landfill facilities or at the greenboxes:

- (a) out-of-county trash
- (b) liquids
- (c) hazardous wastes as defined by the State of Maryland and the United States Government
- (d) septic tank sludge
- (e) dead animals
- (f) firearms
- (g) radioactive materials
- (h) wet paint
- (i) rolled wire
- (j) tree stumps (over 4 ft. in diameter)
- (k) hot ashes
- (l) pesticides

- (m) toxic waste
- (n) explosives
- (o) chemicals
- (p) vehicle bodies
- (q) gas, kerosene, and oil – except for automotive oil and anti-freeze which is collected in special collection tanks
- (r) closed containers or closed drums
- (s) paint sludge from industry unless tested and approved by the Maryland Department of the Environment and Washington County
- (t) no concrete or rocks larger than 4' x 4' x 4'
- (u) batteries which will be accepted only at approved recycling areas

5. Asbestos will be accepted at the Forty West Landfill upon 72 hours prior notice. Paint will be accepted if it is dry or solidified, and rolled wire must be compressed before it will be accepted. No paint sludge from industry will be accepted without the TCLP toxic test having been performed.

6. The green box facilities at Greensburg Road near Smithsburg, Kaetzel Road near Rohrsersville, Dargan, Hancock, and the Forty West Landfill may only be used by cars and pickup trucks for disposal of waste from residences. No non-residential waste will be allowed in the greenbox facilities.

7. Only county residents and county businesses, including county municipalities may deposit solid waste in the County landfill. Only county residents may deposit solid waste in the greenbox facilities.

#### 8. **VIOLATIONS.**

(a) Anyone found violating any of the above rules and regulations of the Washington County Landfill and greenboxes, including anyone failing to pay fees or penalties when due, shall have their right to use the said landfill and greenboxes suspended for an indefinite period of time or for such time as determined by the Deputy Director of the Division of Environmental Management - Solid Waste Department.

(b) Anyone who wishes to appeal the decision of the Deputy Director of the Division of Environmental Management Solid Waste Department relating to their use of the landfill and the greenboxes shall have thirty (30) days from the decision of the Deputy Director of the Division of Environmental Management - Solid Waste Department to appeal to the Director of the Division of Environmental Management, or any designee.

(c) The Director of the Division of Environmental Management, or any designee, shall conduct an informal hearing on the appeal in a timely manner and issue a written decision affirming, reversing or modifying the decision of the Deputy Director of the Division of Environmental Management - Solid Waste Department. The decision shall be made and issued within thirty (30) days of the hearing.

(d) A person aggrieved by the decision of the Director of the Division of Environmental Management, or any designee, may appeal the decision to the Board, within ten (10) days from the date of the decision of the Director, or any designee. The Board shall conduct a hearing on any such appeal as soon as practical thereafter and issue a decision in writing on such appeal within thirty (30) days after the hearing thereof.

(e) A person aggrieved by the decision of the Board may appeal the decision to the Circuit Court for Washington County, Maryland, pursuant to the Maryland Rules of Procedure within thirty (30) days of the date the decision was issued. Unless stayed by a court of competent jurisdiction, the decision of the Deputy Director of the Division of Environmental Management - Solid Waste Department to suspend or revoke a license issued hereunder continues in effect until reversed or modified.

9. For accounts more than thirty (30) days in arrears following billing, interest will be charged at the rate of one and one-half percent (1.5%) per month on the unpaid balance.

10. The following landfill and convenience box fees and charges are as follows:

**WASHINGTON COUNTY SOLID WASTE DEPARTMENT**

**LANDFILL AND CONVENIENCE BOX  
FEE SCHEDULE**

*(Effective July 1, 2018)*

<b>INBOUND MATERIAL:</b>	
Minimum scale charge	\$15.00 (320 lbs)
General Refuse/Municipal Solid Waste	\$55.00/ton
Large haulers (with contract) – 1,000 tons or more annually	\$45.00/ton
Large haulers (with contract) – 10,000 tons or more annually	\$40.00/ton
Rubble, Building Debris	\$75.00/ton
Yard Debris (grass, leaves, brush)	\$63.00/ton
Auto and Light Truck (less than 22")	(1-5 tires) \$5.00 each (6 or more tires) \$250.00/ton
Equipment and Agriculture Tires	\$350.00/ton
Domestic Sludge	\$60.00/ton
Industrial Sludge	\$60.00/ton
High Volume/Low Weight	\$120.00/ton
Asbestos	\$130/ton \$25 minimum charge
Dirt (Clean Fill)	\$20.00/ton
Recycling	\$52.00/ton
Mattresses	\$10.00/each
Animal Carcasses	\$200.00/ton
<b>OUTBOUND MATERIAL:</b>	
Minimum scale charge	\$10.00
Fill Dirt	\$4.00/ton
Mulch	\$30.00/ton
Soil Amendment (compost)	\$20.00/ton
<b>OTHER FEES:</b>	
Appliances that used refrigeration	\$5.00/unit
Management/Inspection Fee	\$50.00/load asbestos
Solid Waste Collection License Fee	\$100.00/fiscal year (>5 employees) \$10.00/ fiscal year (<5 employees)

PERMIT FEES FOR RESIDENTIAL DROP-OFF:	
Regular Residential Permit <i>(Permits purchased between January 1 and May 1 will be half price (i.e. \$70.00))</i>	\$140.00/annual
Regular Residential Permit <i>(with permit for unlimited disposal of yard debris)</i>	\$160.00/annual
Senior Citizens (Age 62 & over) and Disabled American Veterans (Under Age 62) <i>(Permits purchased between January 1 and May 1 will be \$70.00)</i>	\$95.00/annual
Senior Citizens (Age 62 & over) and Disabled American Veterans (Under Age 62) <i>(with permit for unlimited disposal of yard debris)</i>	\$110.00/annual
Second Permit – Same Residence	\$70.00/annual
Yard Debris Permit (stand-alone permit)	\$50.00/annual
Recycling Permit	\$36.00/annual

11. Landfill and convenience box fees and charges shall be scheduled for review within twelve (12) months of the date of this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

Effective the 1<sup>st</sup> day of July, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Vicki C. Lumm, Clerk

BY: \_\_\_\_\_  
Terry L. Baker, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
John M. Martirano  
County Attorney

Mail to:  
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100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740



Open Session Item

**SUBJECT:** Proposed modification of Water and Sewer Rates for FY2019

**PRESENTATION DATE:** Tuesday, May 22, 2018

**PRESENTATION BY:** Daniel DiVito, Deputy Director of Operations, Division of Environmental Management; Sara Greaves, Chief Financial Officer

**RECOMMENDED MOTION:** Move to adopt the proposed water and sewer rate schedule for FY2019.

**REPORT-IN-BRIEF:** On April 24, 2018, the Commissioners held a public hearing and heard public testimony, if any, on the modification of water and sewer rates for FY2019.

**DISCUSSION:** Water and Sewer revenue requirements show that an increase in water and sewer revenue is necessary to facilitate the Department of Water Quality's long-range financial plans. The presented rate schedule for FY 2019 is based on this requirement.

**FISCAL IMPACT:**

**CONCURRENCES:**

**ALTERNATIVES:**

**ATTACHMENTS:** Resolution adopting the proposed water and sewer rate schedule for FY2019.

**AUDIO/VISUAL NEEDS:**

RESOLUTION NO. RS-2018-\_\_

**Modification of Water and Sewer Rates  
Department of Water Quality  
(FY 2019)**

**RECITALS**

In accordance with Section 6-308 of the Code of the Public Local Laws of Washington County, Maryland, the Board of County Commissioners of Washington County, Maryland (the "Board"), may, following a public hearing, establish or modify a fee, rate, charge, levy, or assessment for the treatment, collection or distribution of water or sewage.

The staff of the Washington County Department of Water Quality has recommended that certain charges be modified.

A public hearing was held on April 24, 2018, following due notice by advertisement of the Board's intention to modify these charges.

Any public comment received was reviewed and carefully considered.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the utility rates shall be as set forth in the attached Schedule of Utility Rates for FY 2019, and other fees and charges shall be as set forth in the attached Schedule of Fees for FY 2019; and

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that all previous resolutions adopted by the Board relating to utility rates and other fees and charges, are hereby repealed.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

Effective the 1<sup>st</sup> day of July, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Vicki C. Lumm, Clerk

BY: \_\_\_\_\_  
Terry L. Baker, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
John M. Martirano  
County Attorney

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**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF UTILITY RATES FOR FY 2019**  
*(effective July 1, 2018)*

	<b>Quarterly Sewer Rates</b>	<b>Quarterly Water Rates</b>
<b>FULL SERVICE</b>		
<b>Base for 6,000 Gal Per Account</b>		
Residential Full Service	122.20	104.76
Commercial I Full Service	125.00	104.76
Commercial II Full Service	127.59	129.40
Commercial III Full Service	127.59	n/a
Volunteer Service	123.05	104.78
Residential/Commercial Collection Service - per EDU	56.30	n/a
<b>Volume per 1,000 gal</b>		
Residential Full Service	7.08	11.78
Commercial I Full Service	7.88	12.05
Commercial II Full Service	8.96	9.30
Commercial III Full Service	6.15	n/a
Volunteer Service	7.04	11.82
Residential/Commercial Collection Service - per EDU	n/a	n/a
<b>Non-Metered Accounts</b>		
	164.68	175.44
<b>SEWER WHOLESALE</b>		
Per 1,000 gallons	7.27	n/a

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

<b>MISCELLANEOUS FEES</b>	
Deduct Meter Fee	\$25.00 per quarter
Infrastructure Management Program Fee	\$400.00 per Sewer EDU or required regional infrastructure contribution equivalent to a minimum of \$1,000 per EDU
Infrastructure Development Plan Fee	\$1,000 per Sewer EDU or required regional infrastructure contribution equivalent to a minimum of \$1,000 per EDU
Cedar Springs Infrastructure Development Fee	\$1,000 per acre or per Sewer EDU, whichever is greater <i>(i.e. If the total acreage of the parcel applying for service exceeds edu usage calculations, then a \$1,000 per acre fee will be assessed. If this per acre fee is initially assessed and at some point in the future the annual commercial evaluation of edu usage exceeds the total acreage originally assessed, the fee may be collected at that time based on acreage/edu differential. Inversely, if the total calculations of edu usage initially exceeds total acreage of the parcel, then a \$1,000 per edu fee will be assessed and the fee may be collected as edu usage increases.)</i>
<b>DELINQUENT ACCOUNT BILLING FEES</b>	
Maintenance fee for delinquent account <i>(assessed when account is not paid within the 10-day period following the late notice)</i>	\$30.00
Service Turn-Off	\$50.00
Service Turn-On	\$50.00
Service Turn-Off <i>(non-business hours)</i>	\$75.00
Service Turn-On <i>(non-business hours)</i>	\$75.00
<i>Fees apply to all water and sewer accounts</i>	

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

<b>ALLOCATION FEES</b>	
Joint Sewer Service Fee ( <i>Service areas jointly served by the City of Hagerstown Water &amp; Sewer Department and the Wash. Co. Dept. of Water Quality</i> )	\$2,500
Allocation Fee for Sewer Service	\$6,900
Allocation Fee for Water Service	\$2,500
Meter Fee for Water	\$325
<b>SLUDGE PROCESSING FEES*</b>	
Sludge less than 4% solids	\$0.06 per gallon with a minimum charge for 1,000 gallons
Sludge between 4% to 7% solids	\$0.06 per gallon with a minimum charge for 1,000 gallons, plus actual landfill disposal tipping fee
Sludge greater than 7% solids	Unable to accept.
<i>*Other conditions, as determined by the County, may apply.</i>	
<b>PRETREATMENT PROGRAM PERMIT FEES</b>	
<b>Permit Application Fees:</b>	
SIUs	\$300.00
Non-SIUs	\$150.00
<b>Permit Maintenance Fees:</b> ( <i>These fees are based upon industrial process wastewater flow and are collected on an annual basis.</i> )	
< 1,000 gpd	\$250.00
1,000 - 9,999 gpd	\$500.00
10,000 - 25,000 gpd	\$1,000.00
> 25,000 gpd	\$2,000.00

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

<b>ADMINISTRATIVE FEES</b>	
<b>Design Review Fees:</b>	
<i>Drawings -</i>	
One/two lot simplified subdivision plat	\$25.00
Multiple lot (more than two) subdivision development plan or preliminary	\$25.00 - (per drawing)
Multiple lot subdivision combined Preliminary/Final	\$100.00 - (per drawing)
Multiple lot subdivision - final plat(s)	\$25.00 - (per set of drawings)
Architectural/Technical	\$150.00 - (per drawing)
<i>Specification Water -</i>	
Water distribution	\$100.00 (per set)
Water Supply, Treatment or Storage	\$150.00 (per set)
Booster pump station	\$150.00
<i>Specification Sewer -</i>	
Sewer Collection - Gravity all types	\$100.00 (per set)
Sewer Collection - Pressure	\$150.00 (per set)
Sewage Pump Station	\$150.00 (per set)
Sewage Treatment Plant (all sizes)	\$200.00 (per set)
<i>Permits -</i>	
Filing of and tracking of each NPDES, MDE and SHA Permits	\$25.00

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

<b>LABORATORY ANALYSIS FEES</b>	Price Per Sample <i>(Prices shown in this fee schedule are for normal sample preparation. If additional treatment is required, additional charges may be imposed.)</i>
SAMPLE COLLECTION	\$25.00
<b>INORGANICS:</b>	
ACIDITY	\$15.00
ACID/ALKALINITY	\$25.00
ALKALINITY	\$17.00
AMMONIA NITROGEN	\$16.00
BIOCHEMICAL OXYGEN DEMAND (BOD)	\$25.00
CALCIUM	\$14.00
CHEMICAL OXYGEN DEMAND (COD)	\$35.00
CHLORINE (FREE OR TOTAL)	\$8.00
CHLORIDE	\$22.00
*COLOR	\$5.00
S. CONDUCTANCE	\$11.00
T. CO2	\$15.00
T. CO2 & BI-CARBONATE (BY NOMOGRAPH)	\$18.00
*CYANIDE	\$8.00
DISSOLVED OXYGEN	\$8.00
FLUORIDE	\$12.00
HARDNESS	\$13.00
*HEXAVALENT-CHROMIUM	\$8.00
*PHENOL	\$10.00
*FLASHPOINT	\$10.00
NITRATE	\$16.00
NITRATE+NITRITE	\$16.00
*ODOR	\$5.00

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

OIL & GREASE	\$25.00
ORTHO PHOSPHORUS	\$16.00
PH (CORROSIVITY)	\$6.00
SETTLABLE SOLID	\$10.00
SULFATE	\$24.00
SULFIDE	\$24.00
SULFITE	\$24.00
*SURFACTANTS	\$15.00
TOTAL DISSOLVED SOLIDS (TDS)	\$20.00
TOTAL KJELDAHL NITROGEN	\$22.00
TOTAL PHOSPHORUS	\$22.00
TOTAL SOLIDS	\$15.00
TOTAL SUSPENDED SOLIDS (TSS)	\$12.00
TOTAL TOXICITY (MICROTOX)	\$50.00
TURBIDITY	\$8.00
VOLATILES SOLIDS (INCLUDING TS)	\$20.00
POT ASH (POTASSIUM & CALCULATION)	\$ 30.00
TOTAL N (TKN+NO3+NO2)	\$ 38.00
<b>METAL ANALYSIS BY FLAME AA (PPM)/GRAPHITE FURNACE AA (PPB):</b>	
ALUMINUM	\$12.00
*ANTIMONY	\$12.00/\$24.00
ARSENIC (GFAA)	\$12.00/\$24.00
BARIUM (FLAA/GFAA)	\$12.00/\$24.00
CADMIUM (FLAA/GFAA)	\$12.00/\$24.00
CHROMIUM (FLAA/GFAA)	\$12.00/\$24.00
COPPER (FLAA/GFAA)	\$12.00

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

IRON (FLAA)	\$12.00
LEAD (FLAA/GFAA)	\$12.00/\$24.00
MANGANESE (FLAA/GFAA)	\$12.00/\$24.00
MAGNESIUM (FLAA)	\$12.00/\$24.00
MERCURY (COLD VAPOR)	\$24.00
MOLYBDENUM	\$12.00
NICKEL (FLAA/GFAA)	\$12.00/\$24.00
POTASSIUM (FLAA)	\$12.00/\$24.00
SELENIUM (GFAA)	\$12.00/\$24.00
SILICON (FLAA/GFAA)	\$12.00/\$24.00
SILVER (FLAA/GFAA)	\$12.00/\$24.00
*TIN	\$12.00
*TITANIUM	\$12.00
*VANADIUM	\$12.00
ZINC (FLAA/GFAA)	\$12.00
*TCLP, METALS	\$50.00
SAMPLE PREP. DISSOLVED METALS	\$10.00
SAMPLE PREP. FOR METAL DIGESTION	\$25.00
<b>MICROBIOLOGY:</b>	
TOTAL COLIFORM/E. COLI - PRESENT/ ABSENT	\$25.00
TOTAL COLIFORM/E. COLI COLILERT COUNT	\$25.00
TOTAL COLIFORM (MPN)	\$25.00
E. COLI/FECAL COLIFORM (MPN, EC, MUG)	\$25.00
SAMPLE DILUTION	\$10.00
<b>ORGANIC ANALYSIS:</b>	
*FORMALDEHYDE	\$100.00

**WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY**  
**SCHEDULE OF FEES FOR FY 2019**  
*(effective July 1, 2018)*

TOTAL ORGANIC CARBON	\$30.00
*TCLP, HERBICIDES	\$100.00
*TCLP, PESTICIDES	\$80.00
*TCLP, SEMIVOLATILES	\$100.00
*TCLP, VOC'S	\$40.00
*VOLATILE ORGANICS (EPA 524 or EPA 624)	\$40.00
TTO's (full scan: VOC, Semi Volatiles, Dioxin screen, Pesticides and Herbicides)	\$645.00
*DIOXIN	\$300.00
*CHLOROFORM	\$80.00
*PAINT FILTER TEST	\$13.00
*SEMI-VOLATILES (EPA 625 & EPA 525)	\$100.00
*ACID/BASE NEUTRALS (EPA 8270)	\$450.00
*PESTICIDES & PCB's (EPA 608)	\$80.00
*HERBICIDES	\$100.00
*BTEX	\$40.00
*MTBE	\$40.00
*TPH	\$20.00
*GROSS BETA + GROSS ALPHA	\$80.00
*IGNITABILITY TEST ON SOLID	\$20.00

\*Subcontracted test - price may change, as contracted.



Open Session Item

**SUBJECT:** FY2019 Operating and Capital Budget Adoption

**PRESENTATION DATE:** May 22, 2018

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer, Kim Edlund, Director of Budget & Finance

**RECOMMENDED MOTION:** Move to adopt the FY2019 Operating and Capital Budgets.

**REPORT-IN-BRIEF:** On May 15, 2018, the Commissioners held a public hearing and heard public testimony, if any, on the proposed FY2019 Operating and Capital budgets.

**DISCUSSION:** The Fiscal Year 2019 Budget process has been a collaborative effort where the Office of Budget & Finance worked alongside departments, the administration, and the BOCC. We have brought forth a budget that was prepared in line with sound financial management and provides for both existing services and new initiatives. The Fiscal Year 2019 proposed budgets provide services to our citizens, maintain low debt levels, provide increased funding for education and public safety, and meet infrastructure needs. The 2019 proposed budget was balanced with no increase in the property tax and income tax rates.

**FISCAL IMPACT:** The FY2019 operating and capital budgets, which include all funds amount to \$328,752,270. The General Fund Budget is \$229,639,310 and the Capital Improvement Budget is \$43,958,000 for Fiscal Year 2019.

**CONCURRENCES:** Not applicable

**ALTERNATIVES:** Not applicable

**ATTACHMENTS:** Not applicable

**AUDIO/VISUAL NEEDS:** Not applicable