



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201  
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**BOARD OF COUNTY COMMISSIONERS**  
**February 3, 2026**  
**OPEN SESSION AGENDA**

9:30 AM     INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*  
APPROVAL OF MINUTES: *December 16, 2025*

9:35 AM     COMMISSIONERS' REPORTS AND COMMENTS

9:40 AM     STAFF COMMENTS

9:45 AM     1. ANNUAL PRESENTATION BY HAGERSTOWN COMMUNITY COLLEGE  
PRESIDENT AND BOARD OF TRUSTEES TO THE WASHINGTON COUNTY  
COMMISSIONERS AND STAFF  
*Dr. James Klauber, President, Hagerstown Community College*

9:55 AM     2. WASHINGTON COUNTY FREE LIBRARY BUDGET PRESENTATION  
*Jenny Backos, Executive Director, Washington County Free Library*

10:05 AM     3. FY27 RURAL LEGACY PROGRAM GRANT – APPROVAL TO SUBMIT  
APPLICATION AND ACCEPT AWARDED FUNDS  
*Chris Boggs, Rural Preservation Administrator, Planning and Zoning*

10:10 AM     4. CONTRACT AWARD (PUR-1783) FACILITY DESIGN SERVICES  
REQUIREMENTS CONTRACT  
*Brandi Kentner, Director, Purchasing; Andrew Eshleman, Director, Public Works*

5. CONTRACT AWARD (PUR-1677) ORACLE FUSION CONSULTANT FOR  
IMPLEMENTATION OF HUMAN CAPITAL MANAGEMENT RECRUITMENT  
AND ONBOARDING  
*Brandi Kentner, Director, Purchasing; Chip Rose, Director, Human Resources; Angie Poffenberger, Deputy Director – Software Support and Training, Budget and Finance*

6. SOLE SOURCE PROCUREMENT (PUR-1796) – NICE MAINTENANCE  
SUPPORT FOR EMERGENCY COMMUNICATIONS  
*Brandi Kentner, Director, Purchasing; Alan Matheny, Director, Emergency Management and Communications*

10:20 AM 7. POTENTIAL FILTER REPLACEMENT CHANGE ORDER FOR SMITHSBURG  
WASTEWATER TREATMENT PLANT  
*Joseph Moss, Deputy Director- Engineering, Water Quality*

8. SERVICE PROPOSAL FOR GEA ENGINEERING  
*Joseph Moss, Deputy Director- Engineering, Water Quality*

10:35 AM 9. ECC TRAINING COORDINATOR  
*Alan Matheny, Director, Emergency Management and Communications; Chip Rose, Director, Human Resources*

10. ECC SIGNING BONUSES  
*Alan Matheny, Director, Emergency Management and Communications; Chip Rose, Director, Human Resources;*

10:40 AM 11. WASHINGTON COUNTY RECREATION AND PARKS ADVISORY BOARD  
*Dawn Marcus, County Clerk*

12. REAPPOINT FRANK QUILLEN TO THE BUILDING CODE BOARD OF  
APPEALS (BCBOA)  
*Dawn Marcus, County Clerk*

10:45 AM 13. DEDICATION OF PROPERTY FOR THE EASTERN BOULEVARD  
WIDENING PROJECT  
*Todd Moser, Real Property Administrator, Engineering*

10:55 AM 14. CSXT CONSTRUCTION AND ENCROACHMENT AGREEMENTS –  
EASTERN BOULEVARD PHASE I  
*Todd Moser, Real Property Administrator, Engineering; Pam Mohn, Chief of Design, Engineering*

11:00 AM 15. WASHINGTON COUNTY TRANSIT – ALLEY TEMPORARY EASEMENT  
AGREEMENT  
*Andrew Eshleman, Director, Public Works*

11:10 AM 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. Personnel matters are confidential.*

- *Discussion of discipline of County employee.*

*To consider the acquisition of real property for public purpose and matters directly related thereto. Open session discussion would disadvantage and weaken County bargaining position and disclose confidential negotiation strategy.*

- *Discussion of acquisition of property for expansion of County facilities and operations.*
- *Discussion of acquisition of property for purposes road relocation and improvement.*

*To consider a matter than concerns the proposal for a business to expand or remain in the State.*

- *Discussion of funding request for business to host event in Washington County*
- *Discussion of grant funding for business to expand in Washington County*

*To consult with counsel to obtain legal advice on a legal matter (7). Open session discussion would breach attorney/client privilege.*

- *Status update and legal advice from County Attorney on County-Involved legal matter.*
- *Lead advice from County attorney re: contract negotiations*
- *Legal advice from County attorney on policy implementation.)*

1:00 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

***Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to: [contactcommissioners@washco-md.net](mailto:contactcommissioners@washco-md.net).***

*You may also contact each Commissioner individually at:*

*John F. Barr, President: [jbarr@washco-md.net](mailto:jbarr@washco-md.net) or (240) 313-2205;*

*Jeffrey A. Cline, Vice President: [jcline@washco-md.net](mailto:jcline@washco-md.net) or (240) 313-2208;*

*Derek Harvey, Commissioner: [dharvey@washco-md.net](mailto:dharvey@washco-md.net) or (240) 313-2206;*

*Randal A. Leatherman, Commissioner: [raleatherman@washco-md.net](mailto:raleatherman@washco-md.net) or (240) 313-2209;*

*Randall E. Wagner, Commissioner: [rwagner@washco-md.net](mailto:rwagner@washco-md.net) or (240) 313-2207.*

*Additionally, you may contact Michelle Gordon, County Administrator at  
[mgordon@washco-md.net](mailto:mgordon@washco-md.net) or (240) 313-2202.*



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Open Session Item

**SUBJECT:** Annual Presentation by Hagerstown Community College President and Board of Trustees to the Washington County Commissioners and Staff

**PRESENTATION DATE:** February 03, 2026

**PRESENTATION BY:** Dr. James Klauber, President, Hagerstown Community College

**RECOMMENDED MOTION:** None at this time

**REPORT-IN-BRIEF:** State of HCC and budget presentation

**DISCUSSION:** Dr. Klauber and the HCC Board of Trustees will brief the Commissioners and staff on the changes at HCC over the year, along with a budget and tuition forecast.

**FISCAL IMPACT:** 3% Increase of General Fund Operating and \$25,000 for Paramedic Program support.

**CONCURRENCES:** None

**ALTERNATIVES:** None

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** Power Point will be presented.



# Presentation to Washington County Commissioners

February 3, 2026





# Goals for FY26 – Halfway Through the Year

- Goal 1** - Develop HCC's next Strategic Plan through a collaborative process that engages internal and external stakeholders, reflects shared priorities, and defines clear institutional goals for the next five years. (Standard V, S.P. Commitment 2) ✓ Approval by Board in February
  
- Goal 2** - Join the National Alliance of Concurrent Enrollment Partnerships (NACEP) and continue to refine Blueprint implementation to meet NACEP standards for application for accreditation in FY26. (Standard V, S.P. – Commitment 5e) ✓ Application submitted in December
  
- Goal 3** – Conclude the two-year process of having all online general education courses offered at HCC go through Master Course Certification followed by Quality Matters Certification. (Standard IV, S.P. – Commitment 1a) ✓ #1 in Maryland among all institutions!
  
- Goal 4** - Meet year three goals in Title III grant award; FYE course, revise, orientation, QM goals, endowment matching goals. (Standard III, S.P. – Commitment 3e) ★ Exceeding all goals!
  
- Goal 5** - Plan, bid, and begin construction the Scholar and Yale Drive entrance expansion, re-location projects, implement new wayfinding signage, and install new information kiosks on campus. (Standard VE, S.P. – Commitments 1, 3, 5 and 6 ) ★ Bids secured. Waiting on MDE and DGS.



# Goals for FY26 – Halfway Through the Year

- Goal 6** – Finish design stage, bid, and begin the renovation of the Advanced Technology Center. (Standard VI, S.P. – Commitment I) ✓ Underway!
- Goal 7** - Plan for providing required space to accommodate faith-based or religious practices in accordance with change in Maryland law. (Standard VI, S.P. – Commitment I) ★ Need a legislative change
- Goal 8** - Develop new career programs for in demand occupations and expand programs at the Bowman Family Workforce Training Center. (Standard III, Commitment I) ✓ Moving Forward!
- Goal 9** - Analyze the results from the Maryland Stadium Authority study completed in June 2025, and begin conversations with the HCC Board and Washington County leadership about its funding and implementation. (Standard VI, S.P. Commitment 5) ★ Still waiting on study from MSA
- Goal 10** - Complete the MHEC Part I and Part II submissions for the renovation/construction of the Administration/Student Affairs building (Standard VI, S. P. Commitment I) ★ Submitted to the State

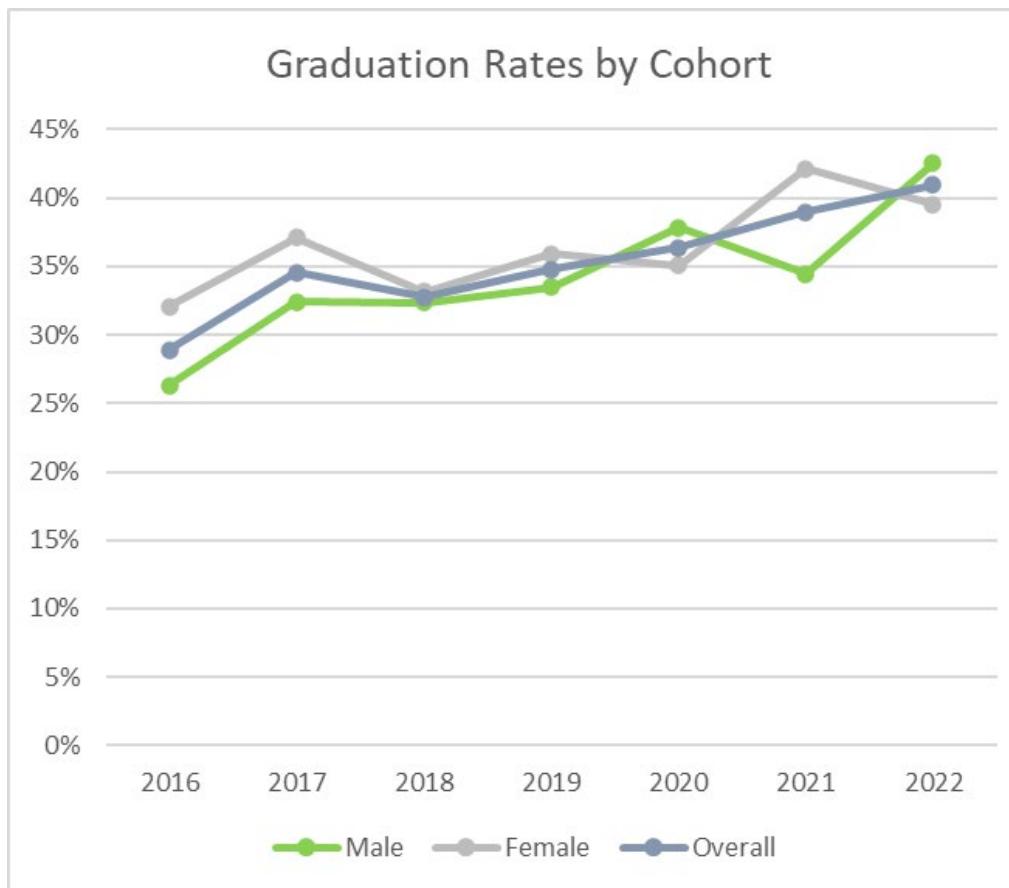
# Enrollment Data

## Students Served (Unduplicated)

Programs	FY2023	FY2024	FY2025	Projected FY2026
Credit Students	4,807	7,104	6,536	6,800
Non-Credit Students	6,590	6,275	7,071	7,150
<b>Unduplicated Student Total</b>	<b>10,994</b>	<b>13,001</b>	<b>13,229</b>	<b>13,350</b>



# Graduation Rates Continue to Climb!



- Four years of increases in a row!
- Male graduation rate went up 8.1% this past year!



# Meeting Maryland Performance Accountability Indicators



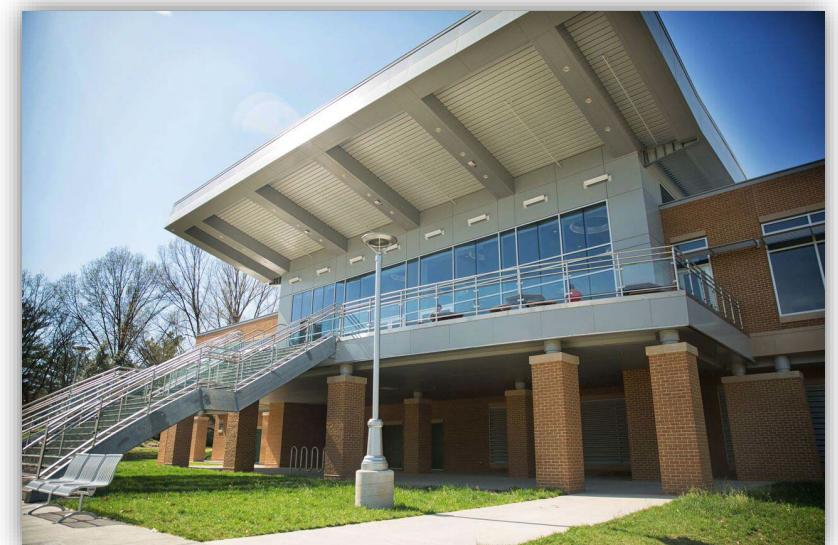
In the past five years, we have met or exceeded all indicators aligned with state plan goals of access, success, and innovation. These include:

- Credit student annual headcount
- High School student enrollment
- Enrollment in continuing education workforce development and contract training courses
- Annual enrollment in credit and non-credit online and hybrid courses
- Tuition & Fee charges compared to MD public four-years
- Outcome measures: Retention, Successful-persister rate, graduate-transfer rate, licensure rates
- Employment: Over three-quarters of graduates of career programs are employed in Maryland within one year. By three years post-graduation, career program graduates are making over \$37,000 more per year compared to their income prior to graduation.



# Requests for Next Year

- 3% increase in operational support
- Paramedic Program support
- Continued Capital Support
- Look at future Capital support plan for ASA Renovation. Submitting Parts I and II to the State now.



# Thank you!



[WWW.HAGERSTOWNCC.EDU](http://WWW.HAGERSTOWNCC.EDU)



**Washington County, Maryland**  
**General Fund**  
**Department 90040 - Hagerstown Community College**  
**FY27 Expenses**

	<b>2027 Operating Budget Requested</b>	<b>Adjustment</b>	<b>2027 Operating Budget Requested</b>	<b>\$ Change</b>	<b>% Change</b>	<b>2026 Operating Budget Approved</b>	<b>2025 Actuals Final</b>	<b>2024 Actuals Final</b>
500135 - Pension - State	165,140	0	165,140	0	0.00%	165,140	0	0
502000 - Appropriations	10,884,680	0	10,884,680	341,300	3.24%	10,543,380	10,236,290	10,236,290
<b>Operating Expenses</b>	<b>11,049,820</b>	<b>0</b>	<b>11,049,820</b>	<b>341,300</b>	<b>3.19%</b>	<b>10,708,520</b>	<b>10,236,290</b>	<b>10,236,290</b>
<b>Total</b>	<b>11,049,820</b>	<b>0</b>	<b>11,049,820</b>	<b>341,300</b>	<b>3.19%</b>	<b>10,708,520</b>	<b>10,236,290</b>	<b>10,236,290</b>

**Washington County, Maryland**  
**General Fund**  
**Department 90040 - Hagerstown Community College**  
**FY27 Expenses**

	<b>2027</b> <b>Operating</b> <b>Budget</b> <b>Requested</b>	<b>2027</b> <b>Variance</b> <b>Comments</b> <b>Requested</b>
500135 - Pension - State	165,140	
502000 - Appropriations	10,884,680	Requesting a three percent increase in operational support. An additional \$25,000 one-time appropriation to cover 50% of the required match to obtain a \$100,000 Mannequin ARCC grant for the paramedic program. HCC will cover the other 50% of the \$50,000 match.
<b>Total</b>	<b>10,884,680</b>	



Washington County, Maryland  
Outside Agency Funding Request  
FY2027

The Office of Budget and Finance  
100 West Washington Street, Room 3100  
Hagerstown, Maryland 21740  
Phone: 240-313-2300  
Fax: 240-313-2301

#### General Information

Organization	Hagerstown Community College (HCC)	Contact Person:	Dr. Heike Soeffker-Culicerto
Address:	11400 Robinwood Drive	Telephone:	(240) 500-2235
City	Hagerstown	State	MD
E-mail:	<a href="mailto:hisoeffker-culicerto@hagerstowncc.edu">hisoeffker-culicerto@hagerstowncc.edu</a>	Fax:	(301) 733-7852

#### Summary of Funding Request

Program Name	Total Budget					County Funding Request			
	Prior	Current	Proposed	%		Prior	Current	Proposed	%
General Fund Operating Budget	\$ 45,248,730	\$ 49,797,455	\$ 51,544,569	3.5%	Form 2	\$ 10,236,290	\$ 10,543,379	\$ 10,859,680	3.0%
Match for Mannequin ARCC grant	\$ -	\$ -	\$ -	0%	Form 2	\$ -	\$ -	\$ 25,000	100%
	\$ -	\$ -	\$ -	0%	Form 4	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 5	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 6	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 7	\$ -	\$ -	\$ -	0%
Total	\$ 45,248,730	\$ 49,797,455	\$ 51,544,569	3.5%		\$ 10,236,290	\$ 10,543,379	\$ 10,884,680	3.2%

#### Certification Statement and Other Documents

Attach Year End Financial Statement (audited if available), if not already provided.

Attach Form 990, the most recent year filed and completed, if applicable.

I certify that all information in this application as well as all supplied supporting data of this application are true and complete to the best of my knowledge and belief. I understand that material omission or false information contained in the application could constitute grounds for disqualification from funding. I further understand that by submitting an application, I am accepting the terms and conditions as approved by the County Commissioners of Washington County, MD for the programs specified. Expenditures are also subject to County audit.

I also represent and warrant that the organization does not discriminate on the basis of race, creed, sex, age, color, national origin, physical or mental disabilities for employment, or the achievement of the mission or goal of the organization.

I understand that any and all applications submitted may be considered public documents. As such, all applications may be viewable and obtained by the public under provisions of the Public Information Act, MD Code Ann., State Government Article 10-613.

Applicant's Signature

Dr. Heike Soeffker-Culicerto

Date

1/15/2026

Washington County, Maryland  
Outside Agency Funding Request

## Program Budget

Organization Name:	Hagerstown Community College (HCC)	Funding Request: \$ 10,859,680
Program Name:	General Fund Operating Budget	# Clients Served: 39,108
Program Description:	HCC ensures equitable access to affordable, high-quality educational programs, while fostering workforce development and cultural vitality in the region.	

Expenditures	Total Program Cost			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
<b>Personnel Costs:</b>				
Wages	23,957,474	26,100,000	27,883,000	3.00% Increase for faculty and staff; reclasses and new faculty & staff positions.
Fringe Benefits	4,930,996	5,650,000	5,650,000	
Payroll Taxes	1,832,747	1,996,650	2,133,050	Employer's share of social security and Medicare.
Total	\$ 30,721,217	\$ 33,746,650	\$ 35,666,050	
<b>Operating Costs:</b>				
Audit	-	-	-	Note: moved to contract services
Building Maintenance	120,000	204,000	204,000	
Contract Services	6,423,856	7,750,285	7,750,285	
Consultants	-	-	-	Note: moved to contract services
Insurance	725,075	693,492	700,000	Slight increase due to adding of equipment.
Phone	451,000	451,000	451,000	
Rent Expense				
Utilities	1,150,000	1,450,000	1,500,000	Increase due to economic forecast.
Vehicle Maintenance				
Other (detail below):				
1. Supplies and Materials	2,211,493	2,128,898	1,905,001	Based on prior communication with budget managers due to FY27 planning.
2. Contingency - General	360,764	390,858	390,000	Based on FY26 actual.
3. Tuition Disc/Scholarships	1,633,692	1,423,840	1,400,000	Based on FY26 actual.
4. PD & Memberships	465,933	454,312	465,933	Increase due to supporting professional development.
5. Advertising	335,000	340,000	340,000	
6. Other	510,990	561,790	570,000	Charge backs, service charge, uncollectable accounts, special events, recruitment, and other higher education specific expenses.
Total	\$ 14,387,803	\$ 15,848,475	\$ 15,676,219	
<b>Capital</b>				
Equipment Purchases	139,710	202,330	202,300	
Hardware Purchases				
Other Capital Purchases				
Total	\$ 139,710	\$ 202,330	\$ 202,300	
<b>Grand Total</b>	<b>\$ 45,248,730</b>	<b>\$ 49,797,455</b>	<b>\$ 51,544,569</b>	

Washington County, Maryland  
Outside Agency Funding Request

**Program Revenue**

Organization Name: Hagerstown Community College (HCC) Funding Request: \$ 10,859,680

Program Name: General Fund Operating Budget # Clients Served: 39,108

Program Description: HCC ensures equitable access to affordable, high-quality educational programs, while fostering workforce development and cultural vitality in the region.

Program Revenue	Total Program Revenue			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
<b>Grants:</b>				
County - general operating	10,236,290	10,543,379	10,859,680	Primarily due to the 3% requested increase in wages.
County - Gaming				
County - Community Funding				
County - other (list):				
1. Deferred Maintenance		750,000		Budgeted in County Capital budget.
Match for \$100,000 mannequin for Paramedic Program applied for by ARCC				HCC will match \$25,000 for a total match of \$50,000.
2. grant.			25,000	
3.				
<b>Federal</b>				
State	15,852,133	20,009,815	20,009,815	Assuming this will remain the same without knowing what the Governor's proposed FY27 budget will be.
Contributions and bequests				
Municipal - other (detail):				
1.				
2.				
3.				
Total	\$ 26,088,423	\$ 31,303,194	\$ 30,894,495	
<b>Operating Income:</b>				
Fundraising				
Other:				
1. Student Tuition and Fees	17,835,307	17,294,261	19,550,074	3% increase and adjusting to FY26 numbers.
2. Miscellaneous	200,000	200,000	200,000	
3.				
4.				
5.				
Total	\$ 18,035,307	\$ 17,494,261	\$ 19,750,074	
<b>Other:</b>				
Sale of Equipment				
Investment Income	1,125,000	1,000,000	900,000	Decrease based on economic outlook.
Loan Proceeds				
Total	\$ 1,125,000	\$ 1,000,000	\$ 900,000	
<b>Grand Total</b>	<b>\$ 45,248,730</b>	<b>\$ 49,797,455</b>	<b>\$ 51,544,569</b>	



Open Session Item

**SUBJECT:** Washington County Free Library Budget Presentation

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Jenny L. Bakos, Library Executive Director

**RECOMMENDED MOTION:** None

**REPORT-IN-BRIEF:** The Washington County Free Library is presenting the annual state of the Library and Budget Request.

**DISCUSSION:** Discussion concerning the budget and Library activities.

**FISCAL IMPACT:** The Library is asking for level funding from FY26.

**CONCURRENCES:** None

**ALTERNATIVES:** None

**ATTACHMENTS:** 2026/2027 Library Budget

**AUDIO/VISUAL NEEDS:** PowerPoint Presentation

# OUR LIBRARY

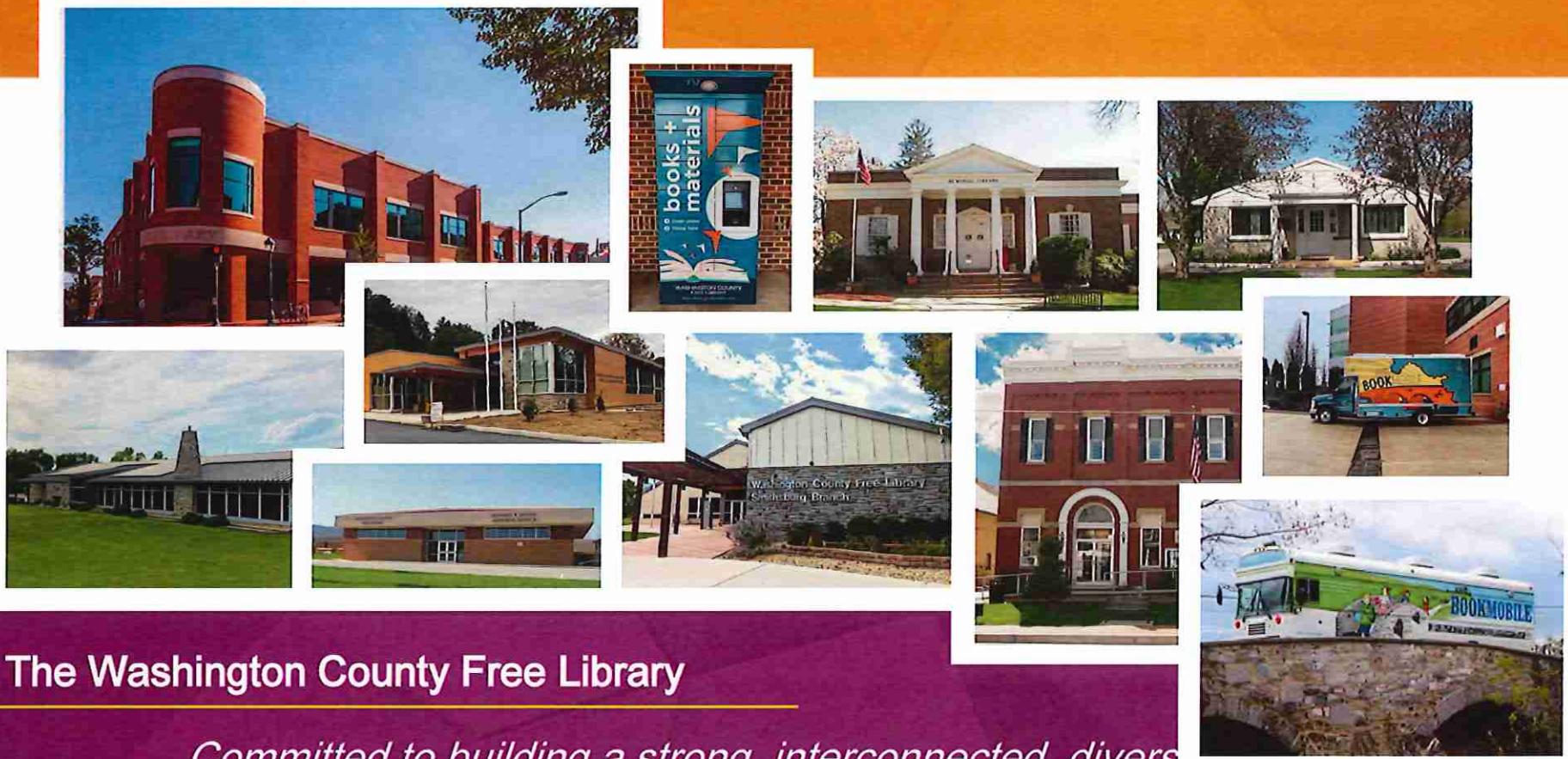
2025 State of the Library  
& Budget Presentation



WASHINGTON COUNTY  
FREE LIBRARY

*Where People  Possibilities Meet*





## The Washington County Free Library

*Committed to building a strong, interconnected, diverse community by bringing people, information and ideas together.*

# By the Numbers:

2025 (July 24 - June 25)

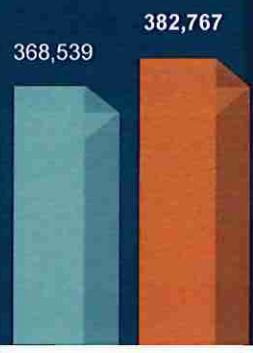
94,771 of 156,925 county residents are library cardholders.



## Total Cardholders

## Library Visits

## Circulation by Format



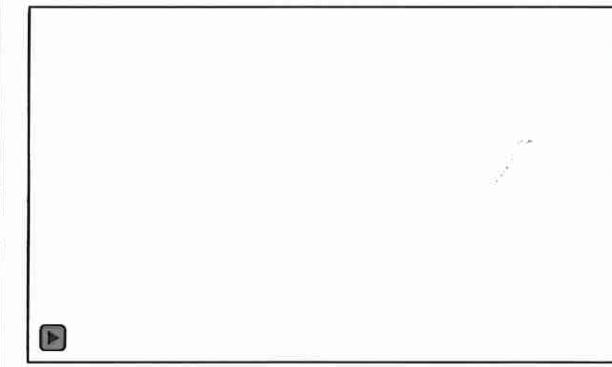
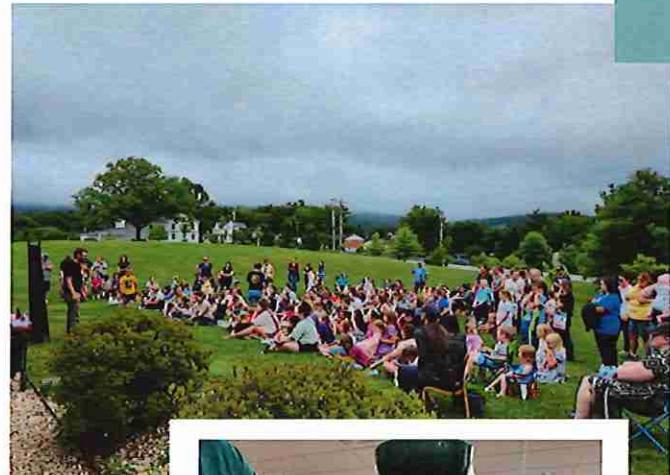
Print books still make up the majority of materials circulated system-wide.

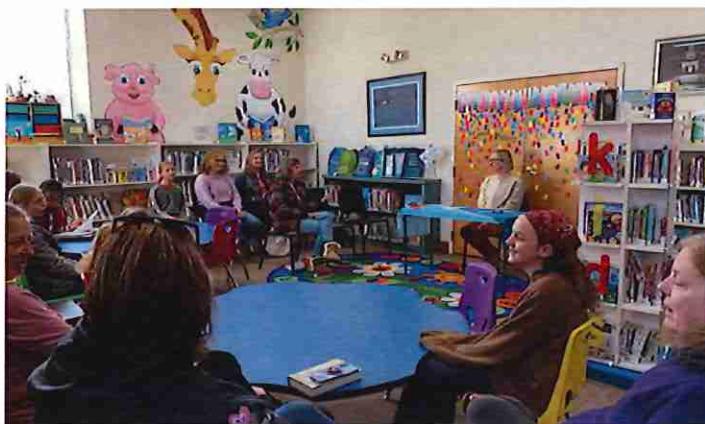
## Program Attendance



36,575 people attended 2,120 programs!

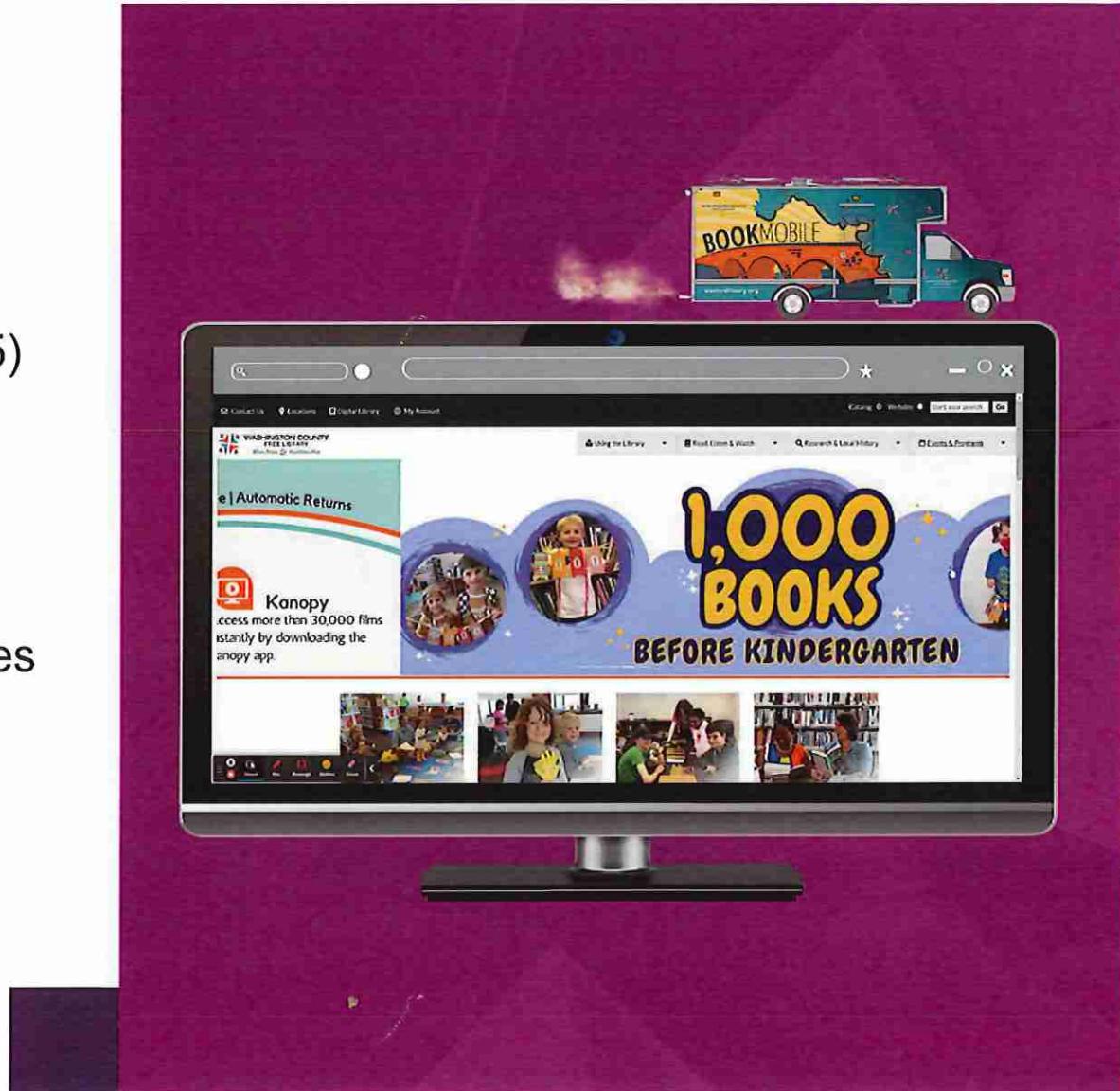
# Library Events for All





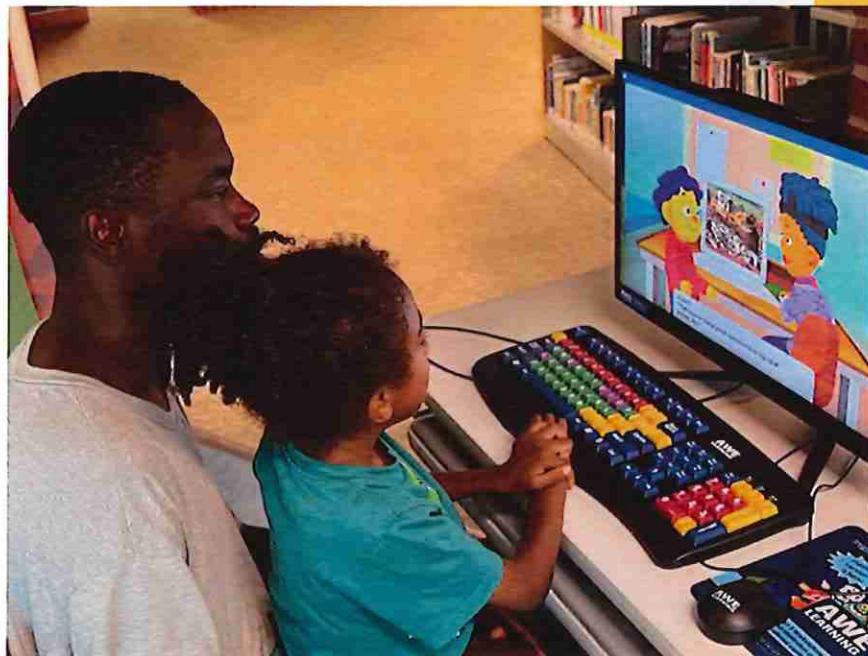
# Accessible Services

- Passport Services Office (2025)
- Second smart locker system, more accessible to South End
- Homeschool enrichment classes
- Award-winning program for disabled adults
- Community meeting spaces & study rooms



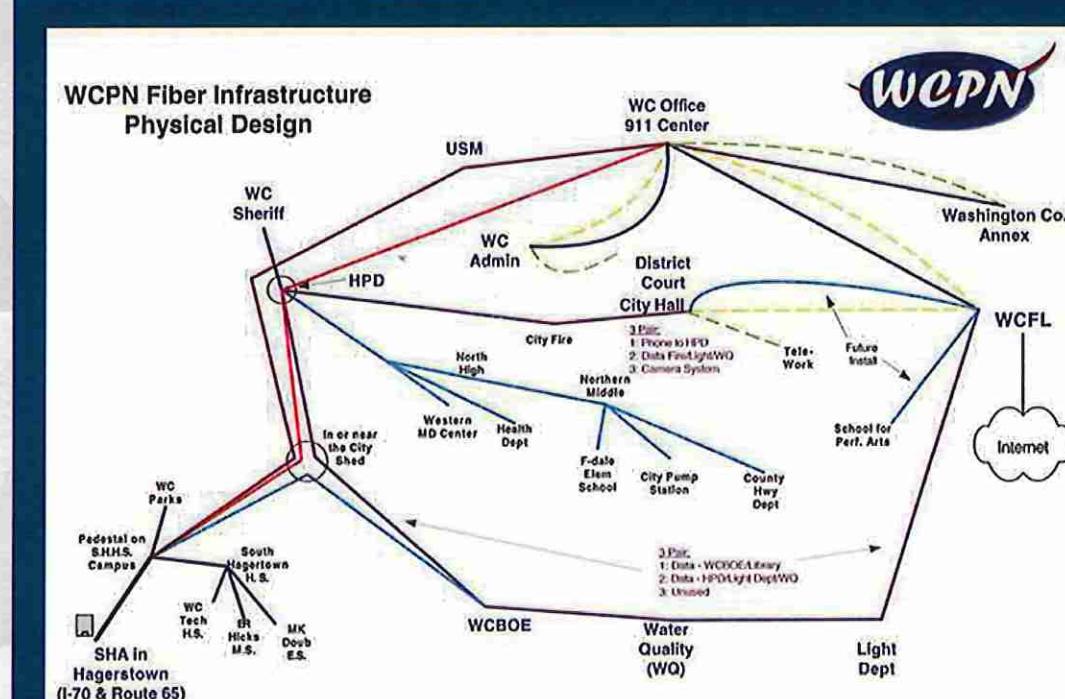
# Expanded Resources

- Digital Library & Movie Streaming
- Premium Digital Resources
- Book Club Kits
- Art & Science Kits



# Continued Connectivity

Internet connectivity is essential to our everyday lives. WCFL provides internet service for the county and city governments, public schools, and 911 centers.



# Closing the Digital Divide

To promote digital equity, support online education, empower job seekers, and connect communities to essential services, **5,250 Chromebooks were distributed** across every jurisdiction in Washington County and events were hosted at every branch of the library system.

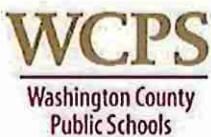


# Prioritizing Partnerships

- 23,307 **WCPS** students have RAIL (Raising Access to Improve Literacy) library accounts they can use to check out materials or use library computers
- In collaboration with the Washington County Health Department, WCFL hosted 3 Community Baby Showers in Clear Spring, Hancock, and Williamsport



# Partnerships & Sponsors



Through strategic partnerships with other community stakeholders, your library continues to support Washington County through rapid changes with the goal of shared success.

# What We Did with What You Gave

## Estimated Value of Library Services

Quantity	Service	Retail Value*	Value
7,456	Materials Borrowed via Interlibrary Loan	\$26.00	\$193,856.00
427,029	Books and Print Materials Borrowed	\$23.00	\$9,821,667.00
107,986	DVDs and Other Media Borrowed	\$21.00	\$2,267,706.00
202,004	Digital Materials Downloaded	\$28.00	\$5,656,112.00
41,346	One-on-One Research	\$21.00	\$868,266.00
103	Tech Assistance	\$40.00	\$4,120.00
22,677	Children and Teens Programs Attendees	\$16.00	\$362,832.00
13,533	Adult Programs Attendees	\$19.00	\$257,127.00
174,156	Premium Digital Resource Searches	\$15.00	\$2,612,340.00
59,478	Computer and Wi-Fi Hours	\$19.00	\$1,130,082.00
3,239	Study Room Use	\$51.00	\$165,189.00
296	Community Meeting Room Use	\$256.00	\$75,776.00

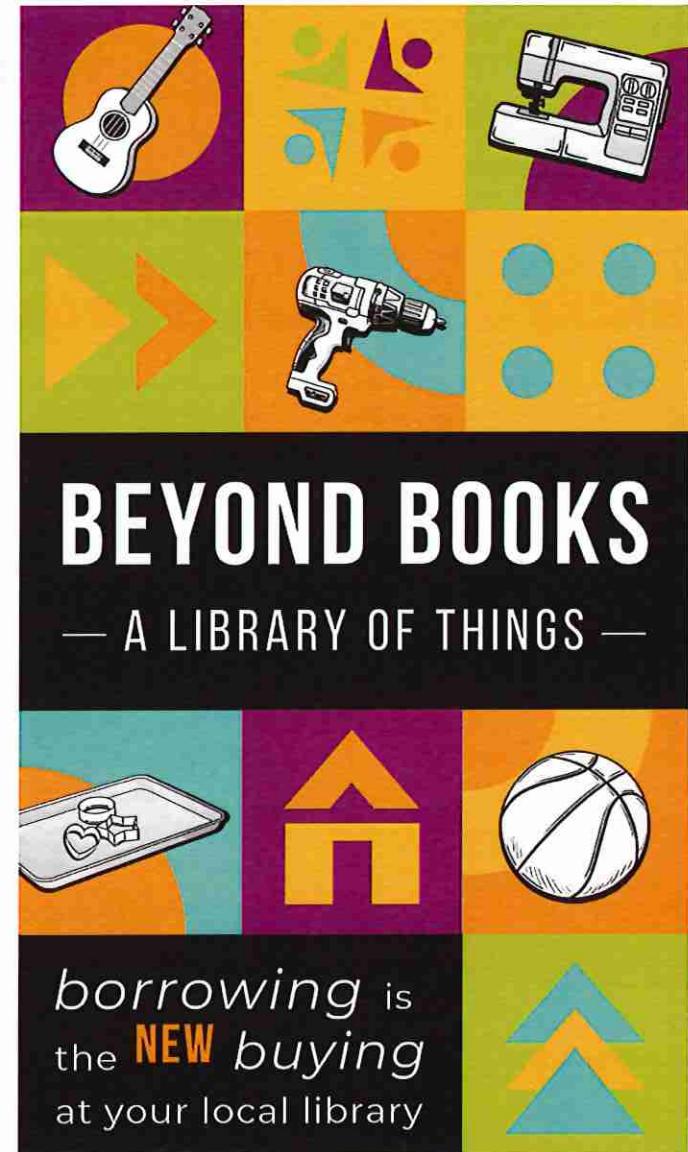
\*Retail Value based on estimates

Total: \$23,415,073.00

For every \$1 Washington County Government spent on library services, the community received approximately \$6.75 worth in services.

# Looking Ahead

- A new Williamsport branch
- Expanded access to bilingual resources
- The addition of a Library of Things
- Community Conversations
- More opportunities to combat the loneliness epidemic





## What We're Asking For:

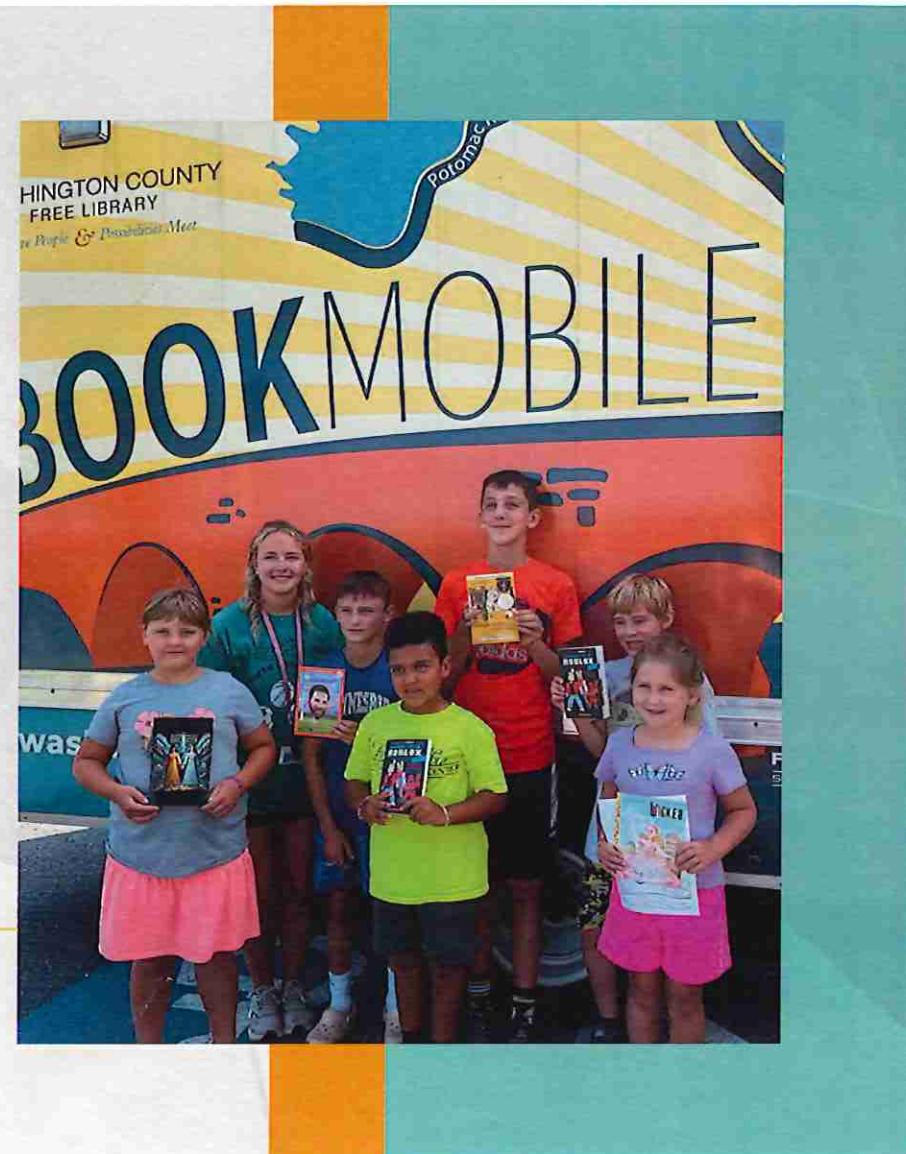
- \$3,469,210 (0% increase from last year)

# Thank You

 **Telephone**  
301-739-3250

 **Website**  
[www.washcolibrary.org](http://www.washcolibrary.org)

 **Email**  
[jbakos@washcolibrary.org](mailto:jbakos@washcolibrary.org)



**Washington County, Maryland**  
**General Fund**  
**Department 93400 - Free Library**  
**FY27 Expenses**

	<b>2027</b>		<b>2027</b>		<b>2026</b>		<b>2025</b>		<b>2024</b>
	<b>Operating Budget Requested</b>	<b>Adjustment</b>	<b>Operating Budget Requested</b>	<b>\$ Change</b>	<b>% Change</b>	<b>Operating Budget Approved</b>	<b>Actuals Final</b>	<b>Actuals Final</b>	
502000 - Appropriations	3,470,710	0	3,470,710	0	0.00%	3,470,710	3,470,710	3,470,710	
502400 - In-Kind Expense	1,384,450	0	1,384,450	0	0.00%	1,384,450	1,384,448	1,384,448	
<b>Operating Expenses</b>	<b>4,855,160</b>	<b>0</b>	<b>4,855,160</b>	<b>0</b>	<b>0.00%</b>	<b>4,855,160</b>	<b>4,855,158</b>	<b>4,855,158</b>	
<b>Total</b>	<b>4,855,160</b>	<b>0</b>	<b>4,855,160</b>	<b>0</b>	<b>0.00%</b>	<b>4,855,160</b>	<b>4,855,158</b>	<b>4,855,158</b>	

**Washington County, Maryland  
General Fund  
Department 93400 - Free Library  
FY27 Expenses**

	<b>2027 Operating Budget Requested</b>	<b>2027 Variance Comments Requested</b>
502000 - Appropriations	3,470,710	
502400 - In-Kind Expense	1,384,450	To record in-kind expense related to office/commercial space provided to outside agencies.
<b>Total</b>	<b>4,855,160</b>	



Washington County, Maryland  
Outside Agency Funding Request  
FY2027

The Office of Budget and Finance  
100 West Washington Street, Room 3100  
Hagerstown, Maryland 21740  
Phone: 240-313-2300  
Fax: 240-313-2301

### General Information

Organization	Washington County Free Library	Contact Person:	Sara Baker	
Address:	100 S Potomac St	Telephone:	301-241-9377	
City	Hagerstown	State	MD	Zip Code
E-mail:	<a href="mailto:sbaker@washcolibrary.org">sbaker@washcolibrary.org</a>	Fax:	301-739-7603	

### Summary of Funding Request

Program Name	Total Budget					County Funding Request			
	Prior	Current	Proposed	%		Prior	Current	Proposed	%
Library Services	\$ 7,961,070	\$ 7,355,610	\$ 7,416,650	0.8%	Form 2	\$ 4,855,160	\$ 4,855,160	\$ 4,855,160	0.0%
	\$ -	\$ -	\$ -	0%	Form 3	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 4	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 5	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 6	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 7	\$ -	\$ -	\$ -	0%
Total	\$ 7,961,070	\$ 7,355,610	\$ 7,416,650	0.8%		\$ 4,855,160	\$ 4,855,160	\$ 4,855,160	0.0%

### Certification Statement and Other Documents

Attach Year End Financial Statement (audited if available), if not already provided.

Attach Form 990, the most recent year filed and completed, if applicable.

I certify that all information in this application as well as all supplied supporting data of this application are true and complete to the best of my knowledge and belief. I understand that material omission or false information contained in the application could constitute grounds for disqualification from funding. I further understand that by submitting an application, I am accepting the terms and conditions as approved by the County Commissioners of Washington County, MD for the programs specified. Expenditures are also subject to County audit.

I also represent and warrant that the organization does not discriminate on the basis of race, creed, sex, age, color, national origin, physical or mental disabilities for employment, or the achievement of the mission or goal of the organization.

I understand that any and all applications submitted may be considered public documents. As such, all applications may be viewable and obtained by the public under provisions of the Public Information Act, MD Code Ann., State Government Article 10-613.

Applicant's Signature

Date

1/16/2026

Washington County, Maryland  
Outside Agency Funding Request

## Program Budget

Organization Name: Washington County Free Library Funding Request: \$ 4,855,160

Program Name: Library Services # Clients Served: 94,771

Program Description:  

Expenditures	Total Program Cost			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
<b>Personnel Costs:</b>				
Wages	3,229,940	3,427,250	3,552,320	2% COLA; increasing some staffing hours.
Fringe Benefits	691,990	800,850	818,680	Increases to workers comp, retirement and social security.
Payroll Taxes				
<b>Total</b>	<b>\$ 3,921,930</b>	<b>\$ 4,228,100</b>	<b>\$ 4,371,000</b>	
<b>Operating Costs:</b>				
Audit	85,540	80,000	81,000	Increase in auditor cost.
Building Maintenance	708,150	133,500	104,000	Many projects have been completed at the Fletcher location in the past two years.
Contract Services	220,810	415,000	390,000	Decreasing to balance the budget.
Equipment Maintenance	3,650	13,800	8,500	Now leasing equipment instead of purchasing new.
Equipment/Lease		3,000	19,500	Above referenced lease.
Fuel/Oil	51,080	56,200	56,200	
Hardware/Software	33,780	50,000	69,500	Increases to the software licensing required for library operation.
Insurance	32,710	34,000	39,100	Increases to umbrella insurance policy.
Office Supplies	50,890	46,500	51,000	Increasing due to inflation.
Phone	38,020	42,060	8,000	Moving to a VOIP option for all phone and fax lines.
Rent Expense	1,945,940	1,384,450	1,384,450	County in-kind expense.
Utilities	166,500	171,100	203,500	Increase to rate for electricity per Hagerstown Lights.
Vehicle Maintenance	21,280	30,000	13,800	Recently updated vehicles require less maintenance.
<b>Other (detail below):</b>				
1. Postage	9,730	22,000	16,000	Sending out more notices via email and text messages.
2. Blue Ridge Summit	1,500	1,500	1,500	
3. Contingency & Board Support	17,910	14,500	10,000	Decreasing to balance the budget.
4. Training & Dues	22,100	30,000	25,000	Decreasing to balance the budget.
5. Collection Materials	468,870	512,900	483,400	Increasing due to cost of materials (print/digital).
<b>Total</b>	<b>\$ 3,878,460</b>	<b>\$ 3,040,510</b>	<b>\$ 2,964,450</b>	
<b>Capital</b>				
Equipment Purchases	160,680	87,000	81,200	Other equipment costs coming from the Endowment Restricted funds.
Other Capital Purchases				
<b>Total</b>	<b>\$ 160,680</b>	<b>\$ 87,000</b>	<b>\$ 81,200</b>	
<b>Grand Total</b>	<b>\$ 7,961,070</b>	<b>\$ 7,355,610</b>	<b>\$ 7,416,650</b>	

Washington County, Maryland  
Outside Agency Funding Request

**Program Revenue**

Organization Name: Washington County Free Library Funding Request: \$ 4,855,160

Program Name: Library Services # Clients Served: 94771

Program Description:

Program Revenue	Total Program Revenue			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
<b>Grants:</b>				
County - general operating	4,855,160	4,855,160	4,855,160	\$3,470,710 in operating funds and \$1,384,450 for in-kind expense.
County - Gaming				
County - Community Funding				
County - other (list):				
1.				
Federal				
State	1,671,136	1,667,340	1,668,000	Will not have this number until later in the year.
Contributions and bequests	151,153	-	-	
Municipal - other (detail):				
1. City of Hagerstown	31,500	31,500	31,500	
Total	\$ 6,708,949	\$ 6,554,000	\$ 6,554,660	
<b>Operating Income:</b>				
Fundraising				
Fees	110,598	51,000	64,750	
Other:				
1. Material Fees	40,881	39,950	10,800	Removing Fines from Library materials, still charging for the recovery of materials.
2. WMPL Service Fee	19,060	19,060	19,500	Small increase for the occupancy of WMPL in the Fletcher building.
3. Capital & Endowment Transfer	327,500	421,600	466,940	Taking 4% from the unrestricted funds, taking \$50,000 from the restricted equipment fund.
4. Passport Services	5,367	20,000	-	Passport services cancelled for non-profit libraries by State Department.
5. Carryover Fund	-	250,000	300,000	Increasing carryover to balance the budget.
Total	\$ 503,406	\$ 801,610	\$ 861,990	
<b>Other:</b>				
Sale of Equipment				
Investment Income	752,507	-	-	
Total	\$ 752,507	\$ -	\$ -	
<b>Grand Total</b>	<b>\$ 7,964,862</b>	<b>\$ 7,355,610</b>	<b>\$ 7,416,650</b>	



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Open Session Item

**SUBJECT:** FY27 Rural Legacy Program Grant – Approval to Submit Application and Accept Awarded Funds

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

**RECOMMENDED MOTION:** Move to approve the submission of the grant application for the fiscal year 2027 Rural Legacy Program, in the amount of \$9,500,000.00 and to accept awarded funding.

**REPORT-IN-BRIEF:** Each year the Department of Planning & Zoning submits a funding request to the Maryland Department of Natural Resources for the purchase of easements in the County's Rural Legacy Area. Rural Legacy properties are lands of significant agricultural, historic, environmental, public and cultural value inside of the designated Rural Legacy Area, which is concentrated around the Antietam Battlefield. Past Rural Legacy grants have significantly contributed to the progress Washington County has made toward the stated goal of 50,000 permanently preserved acres of land. To date, the County has preserved over 9,700 acres of land through the Rural Legacy Program.

**DISCUSSION:** The Office of Community Grant Management has reviewed the grant application and funding guidelines. There are no unusual conditions or requirements attached to the acceptance of the grant.

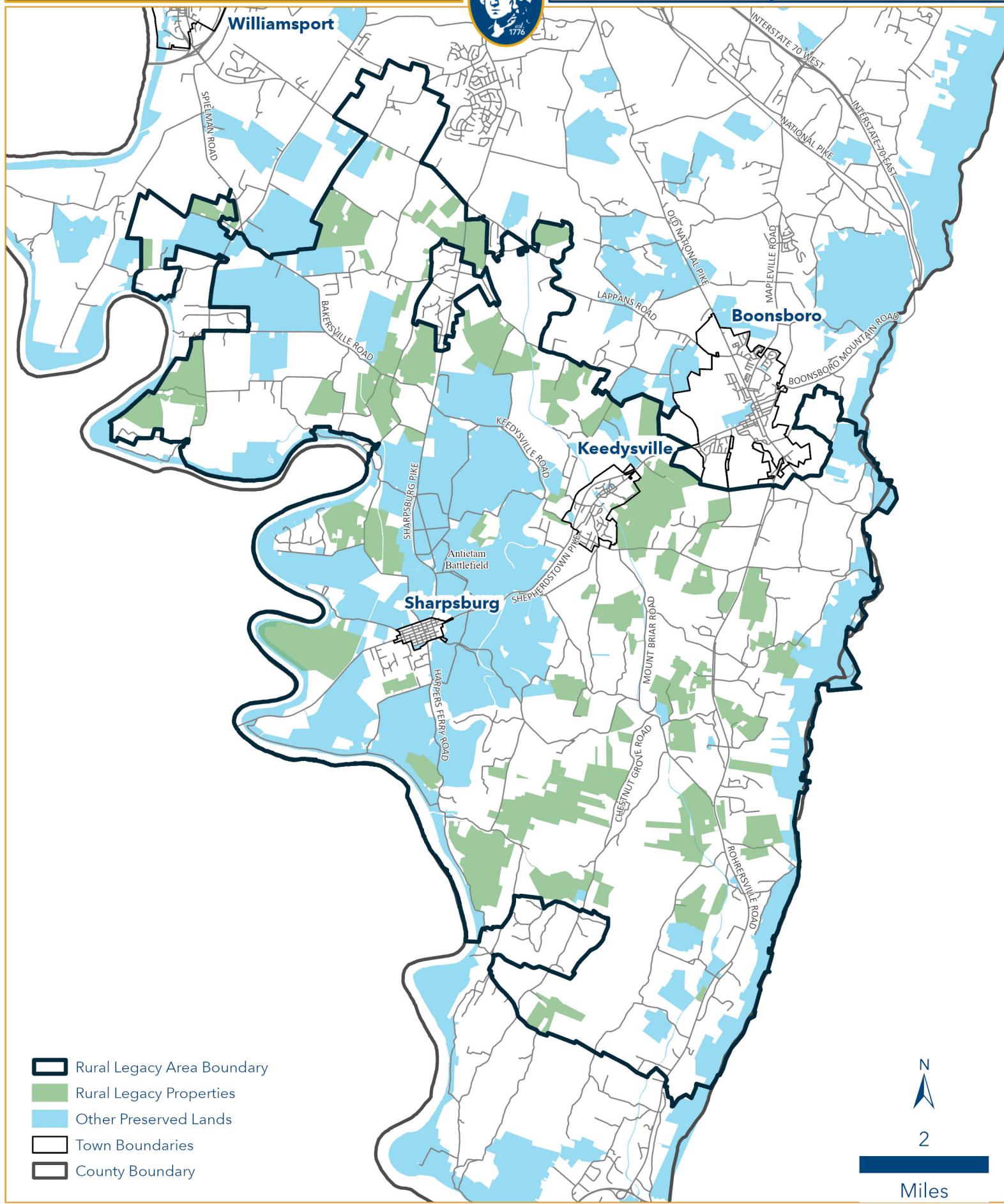
**FISCAL IMPACT:** There are recurring department operating expenses for the inspections of the easement properties by staff. Time required for inspections are 8 hours per year or \$320.00 per year and the cost is covered by the Department of Planning and Zoning's Land Preservation Budget.

**CONCURRENCES:** N/A

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

**ATTACHMENTS:** Rural Legacy Area Map

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



**WARNING!**: This map was created for illustration purposes only. It should not be scaled or copied. Sources of the data contained hereon are from various public agencies which may have use restrictions and disclaimers.

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Open Session Item

Public Copy

**SUBJECT:** Contract Award (PUR-1783) Facility Design Services Requirements Contract

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing and Andrew Eshleman, P.E., Division Director of Public Works

**RECOMMENDED MOTION:** Move to award a *primary* requirements contract for Facility Design Services to the responsive, responsible firm with the lowest price proposal amount at the specified unit costs and estimated hours (no minimum or maximum guaranteed) and as permitted in the Request for Proposals, a “*stand-by list*” of consultants.

**REPORT-IN-BRIEF:** The services under this contract consist of providing engineering support by qualified engineering consultant firms to perform engineering services for projects in the six-year Washington County Capital Improvement Plan (CIP) and general operating budget and unanticipated emergencies. The duration of the contract shall be for a period of two (2) years, with an option by the County to renew for up to three (3) additional one (1) year periods. Under the terms of the contract, other political jurisdictions within the County may utilize the services provided as a result of this contract. This is a requirements contract; therefore, services will be utilized on an as-needed basis at the respective hourly unit prices for each discipline with no guarantee of a maximum or minimum number of hours.

Project assignments will be issued in two (2) distinct manners through this contract. Assignments with a fee of no more than \$50,000 will be given to the designated responsive-responsible Consultant with the lowest price proposal. Assignments with fees anticipated to exceed \$50,000 will have a defined scope of work specified and distributed to the firm with the lowest cost proposal and all firms on the stand-by list. All firms then will submit a proposal to complete the work defined. The firm with the lowest cost proposal will then be given the assignment.

In order to determine which proposal offered the overall lowest cost to the County for this recommended contract award; each proposer submitted hourly rates for various employee classifications or positions. The lowest cost proposal was determined by applying the quoted rates to a position matrix that identified an approximate number of hours by position the County expects to utilize over the next twelve (12) months.

Notice of the RFP was advertised on the County’s new online bidding web site and on the State’s “eMaryland Marketplace Advantage” web site. Fifty-Four (54) persons/companies registered/downloaded the bid document on-line and Six (6) firms were represented at the pre-proposal teleconference. Four (4) firms responded with proposals. After evaluation of Qualifications & Experience submittals, two (2) firms were considered responsive, and their Price Proposals were

opened and evaluated. Two firms were deemed non-responsive; one firm did not provide a price proposal, and the other did not provide key mandatory requirements of the Request for Proposal.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in various Capital Improvement Plan (CIP) and General Operating Budget project accounts for the as-required services.

**CONCURRENCES:** Coordinating Committee

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



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Public Copy

Open Session Item

**SUBJECT:** Contract Award (PUR-1677) Oracle Fusion Consultant for Implementation of Human Capital Management Recruitment and Onboarding

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Brandi J. Kentner, CPPO, Director, Purchasing Department, Chip Rose, Director of Human Resources, and Angie Poffenberger, Deputy Director, Budget & Finance Software Support & Training

**RECOMMENDED MOTION:** Move to award a contract under the existing Oracle Fusion Consultant Services contract for Implementation of Human Capital Management Recruitment and Onboarding to the responsive, responsible proposal with the lowest price proposal amount.

**REPORT-IN-BRIEF:** The services under this contract consist of providing Washington County an experienced team of public sector consultants to assist functional and technical staff with planning, prioritization, and implementation of new or existing functionality; configuration review, assistance and knowledge transfer for the County's newly added subscription for Oracle Fusion Human Capital Management (HCM) Recruitment module and Journeys functionality. This functionality will add an Applicant Tracking System (ATS) and new automation for the Department of Human Resources recruiting and onboarding processes. The duration of the contract shall tentatively be for the period to begin on February 4 - 17, 2026 and to be completed on or before September 1, 2026

As part of the existing Oracle Fusion Consulting Services contract, project assignments are issued in two (2) distinct manners through this contract. Assignments with a fee less than or equal to \$50,000 will be awarded to the designated responsive-responsible Consultant with the lowest price proposal: Metaformers, Inc. Assignments with fees anticipated to exceed \$50,000 will have a defined scope of work specified and distributed to those consultants deemed most qualified and offered to all consultants on the stand-by list. Under the current contract the County awarded one vendor to the standby list; Cherry Road Technologies, Inc. For this procurement, it was determined that cost would exceed the \$50,000 threshold thus, requiring the scope of work to be sent to both the Primary and the standby vendor. All consultants were asked to submit a proposal to complete the work defined. The consultant with the lowest cost proposal will then be given the assignment. Assignment value will be determined when the Consultant applies the necessary man-hours and his standard rates to the individual assignment. The assignment will be given to the Consultant which requires the lowest fee.

The Coordinating Committee was comprised of the following members: Chief Financial Officer , Director of Purchasing, Deputy Director Budget and Finance–Software Support & Training, Human Resources Director, and a Software Support Analyst.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding has been budgeted in the Capital Improvement Budget COM019 Financial System Management & Upgrades for these services.

**CONCURRENCES:** As recommended by the Coordinating Committee

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Open Session Item

**SUBJECT:** Sole Source Procurement (PUR-1796) – NICE Maintenance Support for Emergency Communications

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Brandi J. Kentner, CPPO, Director of Purchasing; Alan Matheny, Director of Emergency Management and Communications

**RECOMMENDED MOTION:** Move to authorize a Sole Source procurement for Maintenance Support for the NICE Inform Recorder for the Emergency Communications Center in the amount of \$213,546 over a three (3) year period from NICE Systems, Inc. of Hoboken, NJ based on its proposal.

Total FY'26	Total FY'27	Total FY'28
\$71,182	\$71,182	\$71,182

**REPORT-IN-BRIEF:** On August 30, 2022, the Board approved the procurement of the NICE Recording equipment in the amount of \$439,002 for the Division of Emergency Services to upgrade the hardware, software, and for the installation. The maintenance support includes diagnostic, preventative, and repair services for the system.

The Department of Emergency Management and Communications wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration. Emergency Communications Center is requesting permission to enter into a maintenance Agreement for the NICE recording system.

Section 1-106.2 (b) (2) of the Code of Local Public Laws of Washington County, Maryland requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$71,182 for FY26 are available in the department's operating account 515180-10-11440. The department will need to budget the annual ancillary maintenance support cost.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** NICE Systems' Maintenance Quote – Maintenance Contract #129485

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



NICE Systems Inc.  
221 River Street 10th Floor  
Hoboken, NJ 07030 USA

Tel: +1 551-250-5000  
Fax: +1 561-269-6252  
US Tax Id: 77-0250126  
[www.nice.com](http://www.nice.com)

### NICE MAINTENANCE QUOTE FOR: Washington County MD

**Customer Name:** Washington County MD  
**Channel:** Direct

**Date:** 10/24/25  
**Quote Expires:** 7/31/26  
**Maintenance Contract Number:** 129485  
**Maintenance Term Dates:** 11/1/26-10/31/29

**Contact Name:** Alan Matheny  
**Phone:** 240-313-2915  
**Email:** [amatheny@washco-md.net](mailto:amatheny@washco-md.net)

**Maintenance Rep:** Susan D'Auria  
**Email:** susan.dauria@nice.com

NICE LIST PRICE OF SOLUTION FOR CACULATION OF MAINTENANCE ONLY	
NICE List Price All Product	\$355,910
<b>HGAC-20</b>	

#### SERIAL NUMBERS COVERED:

Part Number	Name	Percent of List Price	Remarks See Gold SLA Tab	Total for Year 2026 renewal	Total for Year 2027 renewal	Total for Year 2028 renewal
SP-CO-MAIN05-PS	Gold Maintenance	20%	Coverage: 24x7 for remote critical, all others 8 to 5. Remote response: 2 hrs. On site response: 4 hrs. Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades.	\$71,182	\$71,182	\$71,182



**OPEN SESSION ITEM**

**SUBJECT:** POTENTIAL FILTER REPLACEMENT CHANGE ORDER FOR SMITHSBURG WWTP

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Joseph W. Moss, P.E. – Deputy Director of Engineering for DWQ

**RECOMMENDED MOTION:** UPDATE ONLY.

**REPORT-IN-BRIEF:** One of the requirements under the Scope of Work for the Smithsburg WWTP ENR Upgrade project was to clean and paint the interior walls of the steel vessels that contain the filter units. When the filters were taken out of service and drained to allow the Contractor to begin his work, it was discovered that the support rollers for the rotating filter mechanisms had deteriorated to the point that the entire center discharge tube migrated away from the opening in the filter wall. This created a significant gap between the wall opening and the discharge end of the center tube allowing effluent water to pass through the filter units without being filtered and thus reducing the quality of the plant effluent.

We requested the contractor to contact the Filter Manufacturer, Aqua-Aerobic Systems, Inc., and have an evaluation of the filters completed to determine options for rehabbing or replacement. These filters were installed in the mid 1990's and thus have been in continuous service for over 30 years. The condition of this equipment has deteriorated over the years and some of the equipment and controls do not function according to their original intent. Aqua-Aerobic Systems recommends replacement of the filters in their entirety to include controls and associated instrumentation.

**DISCUSSION:** These filter units play a key role in reducing the concentration of suspended solids in the effluent of the treatment plant and facilitate compliance with our NPDES permit. One of the biggest challenges with replacing the filters here is the lack of an adequately sized access door in an exterior wall to remove the existing units and install new ones. Because of this, a new wall opening and roll-up door will need to be designed and constructed before demolition of the existing filters can begin. Another significant expense will be the installation of temporary filter(s) to provide treatment during construction. The option to rehab these units through the replacement of the internal mechanical parts was investigated but is not recommended by the manufacturer. Major equipment like these filter units at a wastewater treatment plant typically have a useful life of around 30 years before things start deteriorating to the point that the equipment cannot perform its intended function. It is worth mentioning that modifying the filter building to allow the existing filters to be replaced at this time will also provide the opportunity to account for installation of a third filter for future expansion. Lead time for new filters is approximately 6 months.

<b>FISCAL IMPACT:</b>	Consultant design fee:	\$75,000.00
	New filters with stainless steel tanks:	\$456,000.00
	Temporary filters during construction:	\$50,000.00
	<u>Estimated cost for building modifications and filter installation:</u>	<u>\$150,000.00</u>
	<b>Estimated total cost:</b>	<b>\$731,000.00</b>

**CONCURRENCES:** DEM Director

**ATTACHMENTS:** None



**OPEN SESSION ITEM**

**SUBJECT:** Service Proposal for GEA Engineering

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Joseph W. Moss, P.E. – Deputy Director of Engineering for DWQ

**RECOMMENDED MOTION:** Move to approve the proposal from GEA Engineering. in the amounts of \$43,141.00 and \$11,465.00 for a major service and a minor service in 2026.

**REPORT-IN-BRIEF:** The Conococheague WWTP has 2 sludge dewatering centrifuges that are due for service. One is due for a major service while the other is due for a minor service. These services are sole source to the Original Equipment Manufacturer, GEA, due to the exclusive equipment and specialized training needed to properly perform maintenance on this equipment.

**DISCUSSION:** These 2 centrifuges are used daily to perform the critical task of reducing the water content of the waste sludge generated from all County operated Wastewater Treatment Plants. Keeping them in service is a high priority as they reduce the amount of water we pay for in the dewatered sludge sent to the landfill.

**FISCAL IMPACT:** There are adequate funds in the operating budget account 42120 to cover these services.

**CONCURRENCES:** DEM Director

**ATTACHMENTS:** Quotations from GEA Engineering:

Minor Service – Model CF-6000; S/N 8010-530 - \$11,465.00.

Major Service - Model CF-6000; S/N 8010-531 - \$43,141.00.

**Total charges for both services:** **\$54,606.00**



# SERVICE PROPOSAL

## PreventiveCare Agreement

Attn. Monte Triggs  
Customer Washington County, MD.  
Quotation / CRM no. 30541427  
Revision REV. 0  
Plant Location Williamsport, MD  
Date 08/01/2024



Engineering  
for a better  
world.

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Engineering  
for a better  
world.

GEA Mechanical Equipment US, Inc.  
100 Fairway Court  
Northvale, NJ 07647  
Tel. (201) 767-3900  
Fax (201) 767-3901  
[www.gea.com](http://www.gea.com)

State of Incorporation: Delaware  
President: Evan Walker

Dear Monte Triggs,

We are delighted to offer our proposal for on-site services tailored to your GEA equipment, with the aim of supporting your production goals. Our commitment is to enhance your experience by ensuring reliability and flexibility with our solution-oriented service products. This proposal encompasses all necessary components for your equipment's preventive maintenance, including original parts, labor, travel time, mileage, daily allowances, and accommodation if required. Our goal is to maintain your equipment in excellent and reliable operating condition, contributing to the smooth and efficient running of your production.

Please note that while we strive to provide high-quality service and support, this proposal does not imply a guarantee of uninterrupted operation or performance levels of the equipment.

## Benefits of a Service Agreement

- **Scheduled Expert Service:** Benefit from regular maintenance conducted by factory-trained experts.
- **OEM Parts Quality Assurance:** Receive the highest quality Original Equipment Manufacturer (OEM) parts, crafted specifically for your equipment.
- **Around-the-Clock Support:** Avail 24/7 access to emergency technical support and expedited parts shipping.
- **Responsive Breakdown Assistance:** Get prompt support in case of emergency equipment breakdowns.
- **Insightful Analysis:** Obtain detailed analysis of the root causes behind any unscheduled service interventions.
- **Inventory Optimization:** Receive tailored inventory reviews and recommendations to better manage your equipment needs.

Please note, the prices quoted in this proposal are valid for 30 days from the date of issuance.

## 1. Equipment

Model	Serial Number	Location
CF-6000	8010-530	16232 Elliott Parkway Williamsport, MD 21795
CF-6000	8010-531	16232 Elliott Parkway Williamsport, MD 21795

## 2. Frequency of Scheduled Services

**Customer-Performed Maintenance:** It is the responsibility of the customer to conduct daily, weekly, and monthly maintenance activities as outlined in the equipment manuals. These routine maintenance tasks are essential for the upkeep and smooth operation of the equipment.

**Regular Visual Checks:** In addition to the scheduled maintenance, we advise the customer to perform regular visual inspections of the equipment. This proactive approach is crucial for early detection of any irregularities or potential issues.

**Prompt Reporting:** Should there be any signs of impending or actual damage to the equipment, it is imperative that the customer immediately notifies GEA in writing. This notification should include a detailed description of the observed symptoms. Prompt communication is key to addressing any issues effectively and minimizing potential impacts on equipment performance.

### Frequency of Scheduled Maintenance and Performance Activities

ACTIVITY	SCHEDULED INTERVAL	PERFORMER
Minor Service	Every 4000 hrs or latest every 2 Years	GEA
Major Service	Every 8000 hrs or latest every 2 Years	GEA
Service Agreement Review Meeting	Every 12 Months	GEA / Customer
Check operation water condition and quality according to values given in operating manual and document	Weekly – report issued to GEA if problems identified	Customer
Oil Analysis and Report to GEA	Report issued to GEA if problems identified or on specific request by GEA	Customer
Motor Lubrication	In accordance to manufactures specifications	Customer

### 3. Charges and Rates

**Inclusive Package Prices:** The prices stated in this proposal encompass a comprehensive package. This includes all necessary components to execute the predefined activities as detailed in Annex 1 and the parts lists provided in Annex 2. Specifically, the package prices cover:

**Defined Parts:** All parts as specified for the services.

**Labor Costs:** The labor required for the completion of services.

**Travel Expenses:** This includes traveling hours and mileage.

**Daily Allowances:** Applicable allowances for our personnel.

**On-site Manpower Hours:** The hours our staff will be working on-site.

**Accommodation (if necessary):** Lodging for our personnel when required.

**Comprehensive Coverage:** These package prices are designed to provide a clear, all-inclusive rate for the activities and services outlined, ensuring transparency and predictability in billing.

#### Minor Service

To be understood per respective service and per machine. Quoted prices do not include applicable taxes.

Model	SN	2025	2026	2027	2028	2029
CF-6000	8010-530	None	USD \$11,465.00	None	None	None
CF-6000	8010-531	None	None	None	USD \$11,929.00	None

#### Major Service

To be understood per respective service and per machine. Quoted prices do not include applicable taxes.

Model	SN	2025	2026	2027	2028	2029
CF-6000	8010-530	None	None	None	USD \$44,884.00	None
CF-6000	8010-531	None	USD \$43,141.00	None	None	

#### Total Package Price

**USD \$111,419.00**

The total package price encompasses the Scheduled Maintenance Plan detailed in this section.

**Additional Service Charges:** Please be aware that any services required but not listed in this section will incur additional charges. These services will be charged separately and will

be communicated to you for approval prior to commencement. This ensures full transparency and allows you to make informed decisions regarding any extra services you may need.

Machine		Scheduled maintenance	
Model	SN		
CF-6000	8010-530	2026 May Minor	2028 May Major
CF-6000	8010-531	2026 May Major	2028 May Minor

Dates listed above are preliminary. The precise dates for service will be finalized and communicated in detail within two weeks following the signature of this agreement.

**Service Visit Scheduling:** GEA requests approximately 3 to 4 weeks' notice to reschedule any planned service visits. This notice period is essential for ensuring the availability of our technicians and resources.

**Inclusions in Pricing:** The pricing outlined in this proposal includes labor for one (1) service technician, covering all related expenses and travel costs.

**Parts Delivery:** Parts necessary for the service will be delivered to the site prior to the execution of the services, with standard freight costs included in this proposal.

**Work Schedule:** All work is scheduled during the normal working week, which includes Monday through Friday, from 8:00 AM to 5:00 PM, travel time inclusive.

**Number of Visits:** We anticipate that we can complete one (1) minor service or one (1) major service per site visit.

**Additional Visits:** Should there be a need for additional visits to complete the service for reasons not attributable to GEA, please be aware that additional charges may apply.

### Payment options, Total Package Price

**Option 1 - Pay Per Service:**

Services are charged upon completion of each service visit.

Note: Service rates are subject to revision.

**Option 2 - Yearly Payments:**

Enjoy the convenience of Yearly payments, with the total divided into Five (5) Yearly installments of **USD \$22,284.00** and down payment of **USD \$22,284.00** invoiced at the time of contract signature.

A Purchase Order covering the full duration of the contract is required at the time of signature.

**Option 3 - Full Payment Upfront:**

Make a one-time full payment at the time of order to enjoy a **5% discount**.

The discounted total is **USD \$105,849.00**.



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All invoices excluding down payment are due net 30 days on presentation of invoice.  
Down Payment due net 10 days on presentation of invoice.  
Quoted prices do not include applicable taxes

<sup>1</sup>Seller reserves the right to make changes to the pricing schedule with 30 days' notice for any escalation in the cost of materials (including without limitation the cost of stainless steel, nickel and other metals) that occurs during the validity period of this agreement. In case the Parties cannot find an agreement on charges and rates, each Party is entitled to terminate this Agreement with a one month notice to the end of the following calendar month.

**This pricing excludes:**

**Unscheduled Waiting Time for Scheduled and Non-Scheduled Service Interventions:**  
Waiting times, irrespective of during a scheduled or non-scheduled Service intervention which are not caused by GEA will be charged on the basis of the valid local service rates in accordance with the **Rates of attendance for non scheduled services** detailed below.

**Upgrade and Critical Parts:**

Any part that Customer wishes to order at its own request for stock or any other reason is subject to prior approval from Customer upon prices been supplied by GEA. In such cases an authorized separate purchase order must be supplied by Customer.

**Additional Work:**

Any additional work, training, other than those specified in **Annex 3** are subject to separate quotation and prior approval by Customer.

**Other General Terms**

**Terms of Payment:**

All invoices excluding down payment are due net 30 days on presentation of invoice.  
Down Payment due net 10 days on presentation of invoice.

Quoted prices do not include applicable taxes

**Rates of attendance for non-scheduled services**

GEA reserves the right to update Rates of attendance for non-scheduled services with 30 days' notice.

Regular Service	
Monday – Friday	\$210.00 / Hr.
Monday – Friday Overtime	\$277.00 / Hr.
Saturday	\$277.00 / Hr.
Sunday & Holiday	\$331.00 / Hr.

Travel Expenses	Airfare, car rental, meals, lodging, etc. are charged at actual cost. Use of the company service fleet, leased or private vehicles is charged at \$0.625 cents/mile. Travel time will be charged at current rates, listed above.  \$100 booking Fee for travel Arrangements.
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## 4. Term of the Agreement

The Agreement comes into effect upon signature of both Parties.

The Term of the agreement shall be for 5 years, after which this Agreement expires automatically if not extended in writing by the Parties.

Either party may terminate this Agreement with immediate effect at any time prior to the end of the term by simple written notice to the other party in the event of the following:

The Equipment is destroyed or so damaged as to be incapable of economic repair.

The Equipment is removed from the site.

The Equipment is taken out of operative action for an indefinite period of time.

The property of the Equipment is transferred to a third party.

The other party commits a material breach of the agreement and fails to remedy such breach within thirty (30) days after written notice by the non-breaching party.

## 5. Annexes

This Agreement consists of the following **Annexes**, which shall be an integral part of it:

- **Annex 1: Detailed Definition of Scheduled Services**
- **Annex 2: List of Parts per Equipment**
- **Annex 3: Obligations of Parties**
- **Annex 4: Documents, Reports and Contacts**
- **Annex 5: Contractual Terms and Conditions of Service**

## ACCEPTANCE

For and on behalf of:

**GEA Affiliated Company**

Signed: .....  
Name: .....  
Date: .....

For and on behalf of:

**Customer Affiliated Company**

Signed: *Davina E. Yutzy*  
Name: *Davina E. Yutzy*  
Date: *2/3/25*

For and on behalf of:

**GEA Affiliated Company**

Signed: .....  
Name: .....  
Date: .....

For and on behalf of:

**Customer Affiliated Company**

Signed: .....  
Name: .....  
Date: .....

## ANNEX 1 – Detailed Definition of Scheduled Services

### Scheduled Maintenance Activities Definition

#### Preventive – Scheduled Maintenance

##### Minor Service Decanters

###### **Definition:**

Visual machine inspection

Inspection of conveyor scroll for wear

Inspection of solids discharge ports and bushings for wear

Lubricant change for Gear Box\*

Check oil level and refill if required the central lubrication system

Replacement of oil for the scroll bearings

Inspection of temperature feelers and Oil Pulse sensors

Inspection and adjustment of v-belts and speed sensors

Inspection of vibration monitoring system

Replacement of gaskets and O-Rings for feed –tube

Greasing of motor\*

Check functions of PLC (if supplied by GEA)

Test run unit on product or water

Check vibration of unit, both before\*\* and after service

Provide written report detailing overall condition and recommendations

\*All lubricants that are provided by customer must be per OEM recommendations.

\*\* Vibration check prior to service when practical.

###### Parts in accordance with Annex 2

##### Major Service Decanters

###### **Definition:**

Visual machine inspection

Inspection of the drive system

When applicable, replacement of the planetary gear's shaft complete (SMEK) with a factory reconditioned shaft

Replacement of main bowl bearings, seals and O-rings

Replacement of conveyor scroll bearings, seals and O-rings

Inspection of conveyor scroll and bowl discharge ports for wear

Oil exchange Gear Box\*

Check oil level and refill the central lubrication system, if required\*

Replacement of oil for the scroll bearings\*

Replacement of V-belts

Replacement of gaskets and O-Rings for feed –tube; -line and liquid discharge line

Inspection of temperature sensors  
Inspection and adjustment of speed sensors  
Check functions of PLC (if supplied by GEA)  
Test run unit on product or water  
Check vibration of unit, both before\*\* and after service  
Provide written report detailing overall condition and recommendations  
\*All lubricants that are provided by customer must be per OEM recommendations.  
\*\* Vibration check prior to service when practical.

Parts in accordance with Annex 2

**Root Cause Analysis Procedure (Applicable for unscheduled Maintenance)**

Both Parties agree that the Root Cause of any non-scheduled service intervention should be identified if possible and the following 2 phase approach is to be adopted

Phase 1 – Local Site Clarification

Evaluation conducted by Customer and GEA Representatives.

Phase 2 – Workshop analysis

In the unlikely case that Customer and GEA are unable to find a mutual consent during Phase 1 or disagree to the Root Cause of Failure, a formal Cause Analysis will be executed in a GEA Certified Repair Workshop concluding with a detailed technical report.

## ANNEX 2 – List of Parts per Equipment

### List of Parts per Equipment per Maintenance Task

CF-6000 S/N 8010-530 / 531, Minor Service

Part code	Quantity	Description
0015-0038-000	2	lubricating oil
0015-0036-000	1	lubricating oil
0007-2200-750	1	gasket
0007-2924-830	2	gasket
0007-3733-750	1	gasket

CF-6000 S/N 8010-530 / 531, Major Service

Part code	Quantity	Description
0011-6230-870	1	grooved ball bearing
0011-1030-880	1	cylindrical roller bearing
0004-3318-850	4	shaft sealing ring
0007-2732-830	1	gasket
0007-2097-750	2	gasket
0007-2200-750	1	gasket
0007-2941-830	2	gasket
0007-3733-830	1	gasket
0007-2508-830	2	gasket
0004-1576-328	3,6	packing cord
8418-1265-260	2	gasket
0004-3317-830	1	shaft sealing ring
0007-2924-830	2	gasket
0011-7224-970	2	angular contact bearing
0011-6222-950	1	grooved ball bearing
0004-2123-300	2	nilos gasket
0007-3244-750	2	gasket
0004-3319-850	2	shaft sealing ring

Part code	Quantity	Description
0007-3733-750	1	gasket
0007-2020-750	1	gasket
0007-2941-750	2	gasket
0007-2649-750	2	gasket
0004-3206-850	2	shaft sealing ring
0007-2980-750	2	gasket
0004-3122-300	2	nilos gasket
0021-3969-810	1	set of v-belts
0004-2231-780	1	gasket
0015-0038-000	2	lubricating oil
0015-0036-000	1	lubricating oil
0015-0129-010	2	rolling bearing grease
0015-0104-080	1	Lubricating grease

## ANNEX 3 – Obligations of Parties

The following obligations of Parties are deemed to ensure that the mutually agreed Services regulated in this Agreement can be organized and executed in a smooth, safe and efficient manner.

### **1. Obligations for GEA**

- (a) The Services will be executed in a way that the Equipment will be ready for operation after finishing them and complies with the applicable security standards.
- (b) GEA will render the Services exclusively with its well-trained specialists.
- (c) GEA will obey the security instructions of Customer valid for the site.
- (d) In case GEA detects defects or damages which seriously impair the safe operation of the Equipment it will inform the Customer immediately.
- (e) If it is determined in the context of any Services which is being carried out that there is a need for repairs or replacements on the Equipment or parts of it beyond the instructed or described scope of works, GEA shall inform the Customer accordingly. This shall also apply if components are detected which have a certain likelihood of failure in the near future. The Customer then shall decide, if he wishes GEA to perform these additional works/replacements on basis of the GEA standard prices and in accordance with the provisions of this Agreement.
- (f) The time needed for maintenance indicated by GEA is based on information provided by Customer and/or GEA's visual inspection of the Equipment and premises, and assumes that GEA will have continuous access to the Equipment (within reasonable production operation cycles) during maintenance. Additional time may be required in case of unforeseen defects or obstacles. Therefore GEA does not give any warranty in respect of time for completion of the maintenance.
- (g) GEA will keep in operation a Customer telephone hotline. The respective number is specified in **Annex 4**. Within less than 4 hours after defects notification, GEA will inform the Customer by phone, if and how the defect can be remedied by the Customer himself. GEA will on basis of the Customer information use the "exclusion principle". The instructions by GEA via phone have to be followed carefully and precisely by Customer's trained staff. These works will not impair any warranty obligations of GEA, if done in carefully and in accordance with GEA instructions and good engineering practice.



## **2. Obligations for the Customer**

- (a) Customer is required to give free and safe access to the Equipment, during regular working hours and make available the set of tools supplied with the Equipment as well as other auxiliaries (e.g. Lighting, water, electric power, air, lifting-gear etc.) free of charge necessary to conduct proper and safe maintenance work. The Customer shall be responsible for ensuring that the Services can be carried out without obstacles, without waiting times or interruptions and without exposing the service staff deployed by GEA to risk. Any special safety equipment which may be necessary shall be kept available and, if necessary, operated by the Customer. The Customer shall inform the staff of the GEA of any special risks or hazards associated with the Services before any works are commenced. Any lifting operations using lifting equipment which need to be carried out for removal and reinstallation and all transportation within a facility (including all safety activities associated with this) shall be undertaken by the Customer at its sole responsibility and without having been explicitly requested to do so. If, contrary to these provisions, no operating personnel for lifting equipment is made available by the Customer, GEA shall have the right, but no obligation, to operate the lifting equipment of the Customer at the risk of the latter. The Customer shall keep all necessary lifting equipment and means of transportation (cranes, winches, forklifts, etc.) with operating personnel available during the performance of the Services. The Customer shall ensure that the Services can be carried out in ambient conditions which are not dangerous, hazardous or deleterious to persons or property, in particular that lifting equipment and means of transportation have been tested and are in safe operating condition. Moreover, the Customer shall provide all services which are required for test, trial and acceptance runs of the Equipment, including, without limitation, provide for this purpose all raw materials which are to be processed by the Equipment in accordance with its intended purpose, and all utilities and operating personnel at its own risk and expense.
- (b) Customer is responsible to ensure the machine specific tools supplied at time of purchase are available and accessible for the duration of the Service visit. These tools are needed to be kept in safe and operable condition.
- (c) Customer has to inform GEA about safety-relevant points and regulations which must be observed at his premises. Customer has to supply any permits or site inductions necessary for the execution and completion of the maintenance activities.
- (d) The Equipment on the pre-agreed service date and time has to be clean and evacuated of all products taken out of operation and suitably isolated. Customer shall expressly instruct GEA's personnel of any hazards and dangers that may emanate from the Equipment in advance of any scheduled/agreed service. Customer shall pass on works-specific safety instructions. The customary personal protection Equipment such as safety shoes and safety goggles will be made available by GEA. Special preventive



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measures such as respiratory protection Equipment shall be provided by Customer or, against extra charge, by GEA. In case the safety situation changes during the term of this Agreement Customer is obliged to immediately inform GEA in detail in writing thereof. If due to such changes GEA has to undertake additional precautions, which result in additional cost, such cost shall be borne by Customer.

- (e) Any waste accruing in connection with the performance of the contractual services, such as dismantled materials and spent utilities, auxiliaries and consumables, shall be duly removed and disposed of by Customer at his own expense.
- (f) Customer shall make available to GEA free of charge sufficient storage and floor space and shall allow GEA the use of sanitary installations and change rooms.
- (g) Customer shall have the obligation to notify GEA of any technical modifications or repairs to the Equipment during the term of such Agreement, if any. In such a case, the agreed remuneration and the individual scope of work will be redefined by mutual agreement to the extent that the aforementioned modifications or repairs should entail additional expense and work. Should the Parties fail to reach an agreement, either party shall have the right to give extraordinary notice of termination.
- (h) Customer shall inform GEA in all detail of all malfunctions and other problems experienced with the Equipment prior to commencement of maintenance.
- (i) Customer shall free of charge give all reasonable support to GEA to enable to perform his Services hereunder and make personnel available for cleaning individual components when necessary.
- (j) Customer shall maintain documentation, including drawings, technical manuals, etc. of the Equipment and shall make such documents available to GEA in connection with the provision of maintenance.
- (k) Immediately following each Service intervention visit, a signed acceptance report shall be issued by Customer. If Customer does not issue such report within 5 days without substantial reasons from end of a Service intervention, the respective Service intervention is deemed accepted. After each maintenance GEA will send to Customer the documents listed in **Annex 4** applicable to the respective Service intervention actually performed giving an overview on the status of the Equipment.
- (l) Customer shall procure all necessary permits and licenses required by his state and local authorities for the performance of GEA's obligations hereunder.



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## ANNEX 4 – Documents, Reports and Contacts

GEA shall provide Customer with full written details on the Services carried out at the conclusion of each service.

### Documents + Reports

After each service activity GEA will submit the following documents within 1 weeks of the visit. Note any points requiring immediate action will be notified by email within 1 days.

- Preventive Services
  - **Service Report**

### Contacts:

Below you find some information about our Original Manufacturer Service department and how to reach us.

#### **David Mauldin**

Senior Manager Service Branch East Coast Region - North America

Service Execution

Region NAM | North America

Email [David.Mauldin@gea.com](mailto:David.Mauldin@gea.com)

Mobile 863-206-6924

Web [www.gea.com](http://www.gea.com)

#### **Bubba Williams**

Service Sales Specialist

Service Sales

Region NAM | North America

Email [Bubba.williams@gea.com](mailto:Bubba.williams@gea.com)

Mobile +1 713-423-9924

Address 650 East Diehl Road, Suite 102, Naperville, IL 60563, United States of America

Web [www.gea.com](http://www.gea.com)

**24/7 Emergency Line: +1-800-509-9299**



## ANNEX 5 – Contractual Terms and Conditions of Service

### TERMS AND CONDITIONS – SERVICES

#### Definitions

Term	Meaning
<b>Buyer</b>	the party who contracts to buy the Scope of Work.
<b>Buyer Scope</b>	all works relevant to the Scope of Work which are not expressly included in Seller's Scope of Work, including any works specified in these Terms or Seller's Offer as being the responsibility of Buyer.
<b>Contract</b>	the contract formed between Buyer and Seller for purchase and sale of the Scope of Work.
<b>Contract Price</b>	the price set out in Seller's Offer or, in case of binding contract, in the Contract.
<b>Costs</b>	all costs and expenses incurred or to be incurred by Seller, including overhead, insurance, financing costs and similar charges and a reasonable profit; when calculating Costs, the costs of Seller's personnel shall be based on Seller's periodic rates as set forth in Seller's Offer or, if not contained therein, according to its rates prevailing when the work is performed.
<b>day</b>	a calendar day.
<b>Defect</b>	a flaw in the workmanship or materials of Seller's equipment at the time of delivery or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
<b>Export Control Event</b>	a situation where the Export Control Regulations may require an Export License or may cause additional costs, delay, prohibit Seller's performance and/or render the Contract not reasonable to perform.
<b>Export Control Regulations</b>	all applicable national and international laws, regulations, orders, embargoes, administrative practices or resolutions that may prohibit or restrict the trade of the Goods.
<b>Export License</b>	license or an equivalent formal approval by the competent authorities for the supply of the Goods under this Contract which is required to be obtained by Seller under the Export Control Regulations.
<b>Force Majeure</b>	acts of war or terrorism, riots, civil commotion, embargoes, export/import permit delays or refusals, epidemics, strikes, fires, delays in transport or customs clearance, earthquakes, floods, hurricanes, typhoons, storms, other acts of God or government or any other circumstances beyond the reasonable control of a party.
<b>Including</b>	including without limitation.
<b>Incoterm</b>	the series of pre-defined commercial terms published under the name Incoterm® by the International Chamber of Commerce (Paris) as in force at the date of Seller's Offer.
<b>Schedule</b>	the time schedule for the Scope of Work as set out in Seller Offer or, in case of binding contract, in the Contract, as such schedule may be modified according to Clause 5 of these Terms.
<b>Scope of Work</b>	the goods, documentation and services (including Site Services, if any) expressly listed as Seller's responsibility in Seller's Offer or, in case of binding contract, the Contract.
<b>Seller</b>	The GEA entity identified on the quotation, proposal or offer for the Scope of Supply or Buyer's purchase order.
<b>Seller's Offer</b>	Seller's quotation, proposal or offer for the Scope of Work.
<b>Site</b>	the place at which the Scope of Work is to be performed.
<b>Site Services</b>	the services (if any) provided by Seller at the Site expressly listed as Seller's responsibility in Seller's Offer or, in case of binding contract, the Contract.
<b>Terms</b>	these Terms and Conditions – Services.
<b>Warranty Conditions</b>	has the meaning set out in Clause 7.1.4.
<b>Warranty Period</b>	ninety (90) days from performance of the Scope of Work.

#### General Provisions

These Terms shall apply to and form an integral part of any Seller's Offer and any Contract. Any provision of Buyer's purchase order, offer, acceptance or other document or requirement of Buyer which forms a part of the Contract and is in conflict or inconsistent with these Terms or which imposes on Seller liabilities that are additional to or different from those set forth in the Terms shall not apply to the Contract and is of no force or effect. Buyer's terms of purchase and/or service, if any, shall not apply to the Contract and are of no force or effect.



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These Terms shall prevail over any inconsistent or conflicting provision of the Contract (including Seller's Offer), except only where (i) Seller has by way of its Seller's Offer or a duly signed document expressly amended a provision of these Terms and has referenced the specific provision of these Terms being amended or (ii) these Terms expressly provide for an option to deviate from the respective provision in Seller's Offer or, as the case may be, in the Contract.

Annex A shall apply where the Scope of Work includes the testing of Buyer's materials at Seller's (or its affiliate's) facility.

**1. Scope of Work:**

- 1.1 Seller's works shall be limited to the Scope of Work. Buyer shall be responsible for the Buyer Scope.
2. **2. Site Services:**
  - 2.1 If Site Services are included in the Scope of Work, Buyer shall ensure that Seller has safe and appropriate access to the Site at all times required by Seller. Any failure by Buyer to perform this obligation and any failure as regards readiness of the civil works or equipment outside the Scope of Work at the Site will entitle Seller to suspend its Site Services.
  - 2.2 For the purpose of Seller carrying out the Site Services, Buyer shall be responsible for providing all of the following: (i) civil works; (ii) feed and other raw materials for making product; consumables and utilities, each in strict conformity with all requirements of the Contract; (iii) communications connections; (iv) trained and qualified laborers, operators and other personnel required by Seller; (v) safe and reliable equipment to assist in the transport of the Goods at the Site, including cranes and other lifting and transport equipment (to be operated and maintained by Buyer's personnel); (vi) a secure lock-up dry room for keeping tools and small machine parts; (vii) security; (viii) sufficient lighting; (ix) heating or cooling of the buildings at the Site to ensure reasonable climate and required ambient conditions for performing Site Services; (x) office space and facilities and welfare, messing, changing and washing facilities; (xi) any drawings or information which Seller may require for the purposes of carrying out the Site Services; (xii) special tools required for commissioning of the Goods; and (xiii) analyses of feed, utilities and product according to Seller's requirements.
  - 2.3 Under no circumstances will Seller be responsible for the acts and/or omissions of any other contractor or person provided or made available by Buyer or for any works or equipment supplied by them, either by way of a deemed employer or otherwise, or for their payment, welfare, provision of safety equipment or safe means of working, or for their work, productivity or workmanship. Buyer shall be solely responsible for any failure of such persons or contractors to strictly comply with the instructions and requirements of Seller. Buyer shall indemnify, defend and hold Seller harmless from any resulting claims and liability for loss or damage to any property or for bodily injury or death in any way arising out of the acts or omissions of any such persons and contractors, save in each case to the extent directly caused by the negligence of Seller.

**3. Payment:**

- 3.1 Buyer shall pay Seller the Contract Price pursuant to the milestone schedule set forth in Seller's Offer or the Contract.
- 3.2 All payments are to be made by electronic transfer, net cash without any deduction, in United States Dollars unless a different currency is stated in Seller's Offer and within 30 days of the date of Seller's applicable invoice.
- 3.3 Payment shall not be deemed effected until irrevocably available funds have been received in full by Seller in its nominated bank account.
- 3.4 Buyer shall notify Seller in writing of any objection to the validity of any invoice within 5 days of receipt, absent which the invoice shall be deemed valid and payable.
- 3.5 Buyer shall have no right of set-off or right to make any form of withholding or retention against any payment of the Contract Price.
- 3.3 If any payment is not received by the applicable date for payment, Seller shall be entitled to interest thereon at 2.5% per month and pro rata for any part thereof, without formal demand being made. In addition and upon 7 days' written notice to that effect, Seller may suspend all or part of its performance under the Contract until the payment and any due interest is received in full.

**4. Taxes:**

- 4.1 The Contract Price and any other amounts to be paid to Seller are exclusive of, and Buyer shall be responsible for, all federal, local, or municipal duties, taxes (including value added, sales, use, business, excise, gross receipts, contractor's, withholding, or similar taxes), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits of Seller or which under the applicable Incoterm relating to delivery of the Scope of Work are payable by Seller. The payment of all such duties, taxes, assessments, or charges are the responsibility of Buyer. Seller must receive appropriate tax exemption certificates from Buyer; otherwise, applicable taxes will be charged by Seller on each invoice.
- 4.2 If any duties, taxes, assessments or charges are imposed on Seller by authorities in the country where the Scope of Work will be installed in connection with any Site Services and/or in connection with the Contract itself, Buyer shall reimburse Seller all such amounts.
- 4.3 Where Buyer is obliged by applicable law to make a deduction from any payment due to Seller in relation to any such duties, taxes, assessments or charges, Buyer shall increase the payment to be made such that the net payment received by Seller is without any such deduction.

**5. Delivery / Risk of Loss / Delays:**

- 5.1 Seller shall deliver the Scope of Work according to the applicable Incoterms by the date specified in the Schedule. If no Incoterm is stipulated, delivery shall be Ex Works manufacturer plant as specified by Seller. In case the respective stipulated Incoterm obliges Seller to perform any import formalities for the import into the country of delivery, Buyer at its cost is obliged to support Seller in any way reasonably required by Seller. Any delay (other than a delay by Seller) in completion of import formalities shall be an event entitling Seller to an extension of time and compensation of Costs.
- 5.2 Transfer of risk of loss and damage to the Scope of Work shall be in accordance with the stipulated Incoterm. The inclusion of any Site Services within Seller's Scope of Work shall not alter this transfer of risk of loss and damage and

shall not create any assumption by Seller of any form of care, custody and control over any Buyer Scope and/or the Site.

5.3 In case of any delay, disruption, impediment or prevention of Seller or any breach of contract by Buyer (including third parties for whom it is responsible), Seller shall be entitled to payment by Buyer of its additional Costs and to an extension of time for any delay incurred.

5.4 Each party shall be released from the performance of its obligations under the Contract to the extent such performance is delayed, disrupted, hindered or obstructed by Force Majeure. The time for performance shall be extended by at least the amount of time lost due to the Force Majeure event.

**6. Ownership:**

6.1 Title in the Scope of Work will transfer to Buyer when Seller has received payment of the Contract Price in full.

**7. Warranties:**

**7.1. Warranties regarding Scope of Work:**

7.1.1 Subject to the provisions of this Clause 7.1 and Clause 7.2, Seller warrants that the Scope of Work shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.

7.1.2 Seller shall be responsible for remedying any Defect under Clause 7.1.1 provided that Buyer promptly gives detailed written notice to Seller of the Defect and in any event before the end of the Warranty Period. To the maximum extent permitted by applicable law, Seller shall have no liability for any form of Defect under Clause 7.1.1, latent or otherwise, for which it received written notification after the Warranty Period.

7.1.3 Where Seller is responsible for a Defect under Clause 7.1.1, Seller shall investigate and rectify the same as soon as reasonably practicable (taking into consideration the nature of the Defect, lead-time for replacement parts, etc.). Rectification of a Defect under Clause 7.1.1 relating to goods included in the Scope of Work shall be by way of repair or replacement, at Seller's option, of the relevant part of the goods that is defective. Rectification of a Defect under Clause 7.1.1 relating to Site Services and documentation included in the Scope of Work shall be by way of re-performance by Seller of the relevant part of the Site Service or documentation that is defective. Buyer shall in each case give Seller all necessary and safe access to and possession of the Site. Any replacement parts shall be delivered according to the same delivery (Incoterms) terms as specified in the Contract. Buyer shall be responsible for all labor, equipment, costs used or incurred in the disassembly, removal, transport, installation and commissioning of repaired or replaced defective parts. Seller shall not be deemed to have breached any of its warranty obligations where it has rectified a Defect according to this Clause.

7.1.4 Seller's responsibility for any Defect under Clause 7.1.1 is subject to the condition that it is not caused by one or more of the following: (i) normal wear and tear of parts; (ii) use of non-original spare parts; (iii) use of feed, consumables or utilities not in strict conformity with the specifications stated in the Contract or in Seller's written manuals; (iv) any failure of upstream and/or downstream equipment; (v) modifications without Seller's express prior written consent; (vi) use of corrosive or abrasive substances; (vii) the storage, handling, use, operation or maintenance of any goods which is not in strict conformity with good engineering practice, the Contract or any written requirements of Seller, including any failure to comply with Seller's written manuals or Instructions and Buyer's own quality assurance requirements; (viii) information, services, personnel, equipment or other items supplied by Buyer; (ix) failure to permit Seller to perform supervision of installation and/or installation; and/or (x) other conditions or circumstances not due to the fault of Seller (collectively, "Warranty Conditions").

**7.2. Disclaimer and Limitations:**

SELLER HEREBY EXCLUDES AND DISCLAIMS ALL CONDITIONS, WARRANTIES, GUARANTEES AND REPRESENTATIONS THAT ARE NOT EXPRESSLY SET OUT IN CLAUSE 7.1 OR WHICH ARE IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE AND WHICH, BUT FOR THIS EXCLUSION AND DISCLAIMER, WOULD OR MIGHT SUBSIST IN FAVOR OF BUYER, INCLUDING ANY WARRANTIES AS TO FITNESS FOR SPECIFIC PURPOSE OR MERCHANTABILITY. Buyer's remedies as set forth in Clause 7.1.3 above shall be Buyer's sole and exclusive remedies in respect of any Defect. If it is ultimately determined that this remedy fails of its essential purpose, then Seller's maximum liability is limited to the Contract Price attributable to the portion of the Scope of Work for which the exclusive remedy has failed. Seller's warranty does not include the replacement of lost refrigerant. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without Seller's prior written authorization. Seller shall have no liability for the costs of removing or segregating any defective equipment so that the repairs or replacements can be made.

**8. Confidentiality and IP:**

8.1 Buyer shall treat all information, drawings and data of any kind made available or provided by Seller in Seller's Offer or under the Contract whether orally, electronically, in writing, visually (such as through site visits, tests or audits) or otherwise and regardless of whether marked "confidential" ("Confidential Information") as private and confidential. Buyer shall not publish or disclose Confidential Information or any particulars thereof (except as may be necessary for the purposes of the Contract, including disclosure to its and its affiliates' officers, directors and employees, and/or as required by a recognized stock exchange or by applicable law), without the previous written consent of Seller. Buyer may use Confidential Information only for the work covered by the Contract and not for any other project. Nothing in this Clause 8 shall prevent the publication or disclosure of any Confidential Information which either has come within the public domain otherwise than by breach of this provision or was already in the possession of Buyer with a right to disclose and use such information.

8.2 Intellectual property or patent rights which may be obtained on the basis of the information given or made available to Buyer in Seller's Offer or under the Contract or with respect to Seller's Scope of Work, including, without limitation, any discovery, invention, improvement or enhancement to Seller's Scope of Work or the process, operating parameters, or controls associated with such Scope of Work will remain the exclusive property of Seller or its subcontractors and/or sub-suppliers, respectively. Buyer shall not, nor shall Buyer permit any third party to, reverse engineer or otherwise



Engineering  
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world.

technically examine, measure or test Seller's Scope of Work (except for the purposes of maintaining and operating the Scope of Work) without Seller's prior written consent.

8.3 To the extent the Scope of Work includes the furnishing of engineering deliverables such as, but not limited to, engineering studies, process studies, detailed price proposals, preliminary drawings, preliminary bills of materials, process and instrumentation diagrams, or specifications not concurrent with a contract for the sale of tangible goods ("Engineering Deliverables"), such Engineering Deliverables are licensed to Buyer by Seller on a fully-paid up basis only for the purpose of Buyer utilizing such Engineering Deliverables to procure equipment from Seller and no other supplier. Buyer is not authorized to use or disclose the Engineering Deliverables in connection with the purchase of equipment from any other supplier and Buyer will Indemnify and hold Seller harmless from any claims, damages, losses and costs (including reasonable attorney's fees) that result from the use of any Engineering Deliverables in conflict with this provision.

9. **Remedies and Limitations of Liability:**

9.1 **Exclusive Remedies:**  
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER'S RIGHTS AND REMEDIES AS EXPRESSLY STATED IN THE CONTRACT (WHETHER BY WAY OF DAMAGES, PAYMENT OR REIMBURSEMENT OF COSTS, LIQUIDATED DAMAGES, PRICE REDUCTION, MAKE GOOD OR REMEDIATION, TERMINATION OR OTHERWISE) SHALL BE ITS SOLE AND EXCLUSIVE RIGHTS AND REMEDIES REGARDLESS OF THE EVENTS, CIRCUMSTANCES OR THEORY ON WHICH A CLAIM MAY BE BASED (INCLUDING TERMINATION, BREACH OF CONTRACT OR STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INDEMNITY, RESCISSION / WITHDRAWAL OR OTHERWISE).

9.2 **Exclusion of Certain Damages:**  
NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY, EXCEPT ONLY (I) TO THE EXTENT OF ANY LIQUIDATED DAMAGES PROVIDED FOR IN THE CONTRACT AND (II) TO THE EXTENT THE EXCLUSION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW):  
SELLER SHALL IN NO CASE WHATSOEVER BE LIABLE FOR ANY (A) LOSS OF REVENUES OR PROFITS; LOSS OF OPPORTUNITY, PRODUCTION OR CONTRACTS; LOSS OF USE; STANDBY COSTS; LOSS OF OR DAMAGE TO FEED, RAW MATERIALS, UTILITIES OR PRODUCT; PLANT DOWNTIME OR DELAYS; LOSS OF GOODWILL; LIQUIDATED DAMAGES OR PENALTIES IMPOSED ON BUYER BY ITS CUSTOMERS OR THIRD PARTIES; BUYER'S CONTRACTUAL LIABILITY TOWARDS ANY THIRD PARTY; COSTS TO RECALL BUYER'S PRODUCT; ANY DAMAGES FINES OR PENALTIES PAYABLE BY BUYER; OR OTHERWISE FOR ANY FINANCIAL OR ECONOMIC LOSSES OR DAMAGES, AND IN EACH CASE IRRESPECTIVE WHETHER THE LOSSES OR DAMAGES IN QUESTION ARE DEEMED OR CLAIMED TO BE DIRECT, CONSEQUENTIAL, INDIRECT OR OTHERWISE, OR (B) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY, LOSSES OR DAMAGES HOWSOEVER CAUSED OR ARISING; OR (C) FOR ANY LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF BUYER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.

9.3 **Maximum Aggregate Liability:**  
NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY, EXCEPT ONLY TO THE EXTENT THE EXCLUSION OR LIMITATION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW), SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER UNDER OR IN CONNECTION WITH THE CONTRACT SHALL IN NO CASE EXCEED THE CONTRACT PRICE AS RECEIVED BY SELLER, IRRESPECTIVE WHETHER SUCH LIABILITY ARISES BY WAY OF BREACH OF CONTRACT (INCLUDING TERMINATION) OR OF STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INDEMNITY, CONTRACT PRICE REDUCTION OR REPAYMENT, TERMINATION, RESCISSION/WITHDRAWAL, MAKE GOOD OR REMEDIATION OR OTHERWISE.

9.4 The expiry of the Warranty Period shall, to the maximum extent permitted by applicable law, constitute conclusive evidence for all purposes and in all proceedings whatsoever between the parties that Seller has completed its obligations under or arising out of the Contract and performed the Scope of Work and made good all Defects therein in accordance with its obligations under the Contract. After the expiry of the Warranty Period, all claims of any nature whatsoever Buyer may have against Seller, whether known or not, under or arising out of the Contract and the use of the Scope of Work, and any right, cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in case of fraud or to the extent any proceedings were commenced and served in writing on Seller within the Warranty Period.

9.5 TO THE EXTENT THAT BUYER MAKES ANY CLAIM UNDER ANY FRAUD OR TORT THEORY FOR THE PURPOSE OF CIRCUMVENTING THE LIMITATIONS AND DISCLAIMERS SET FORTH ABOVE AND IS UNSUCCESSFUL IN PREVAILING ON THOSE CLAIMS, BUYER HEREBY AGREES TO REIMBURSE AND INDEMNIFY SELLER FOR ALL ATTORNEYS' FEES AND EXPENSES AND COSTS INCURRED BY SELLER IN DEFENDING THOSE CLAIMS.



**10. Permits / Safety:**

10.1 Buyer shall be responsible for (i) all permissions, consents and permits in connection with the Site; (ii) maintaining the Site in a safe working condition and as a safe place of work for all personnel at the Site at any time, providing safe means of access to the Scope of Work at all times, conducting all activities on the Site in a safe manner and as prescribed by applicable directives, laws, rules, regulations, codes and standards and as set forth in the operating and maintenance manuals and instruction sheets furnished by Seller; (iii) not removing or modifying any safety device, guard or warning sign provided as part of the Scope of Work. If Buyer fails to strictly observe any of the obligations in this Clause, Buyer shall indemnify, defend and hold Seller harmless from any resulting claims and liability arising out of loss or damage to any property or out of personal injury or death, save to the extent directly caused by the negligence of Seller.

12. **Data Processing:**  
12.1 Buyer agrees that Seller will collect, process and use personal data and other data disclosed by Buyer in the course of the business relation with Seller for the purpose of (1) managing and performing the Contract with Buyer (which includes the creation and processing of invoices), (2) advertising and/or offering further goods and services to Buyer and/or (3) managing the business relationship with Buyer through e.g. a customer relationship management system. Such data may include the following data categories of persons being employed or retained by Buyer *inter alia* name, title, company, function within the company, business contact details (phone- and fax-number, email-address, mail address), history of orders, history of issues (e.g. warranty claims or disputes). Within the limitation of the above described purpose, Seller can collect, process and use the above described data (i) by itself and/or through the use of affiliates or other external subSellers and (ii) from countries within and/or outside the European Union or European Economic Area. Buyer will ensure (e.g., if necessary, through consent declaration of the data subjects or other appropriate means available under the law) that Seller can use the above described data for the above described purposes.

13. **Cancellation:**  
In case Buyer cancels or postpones a Confirmed Service Order, Buyer shall reimburse all direct costs such as, but not limited to, cancellation fees for air tickets, air freight charges and visa fees incurred by Seller in connection with such cancellation or postponement. If Buyer cancels or postpones a Confirmed Service Order less than seven calendar days before the scheduled departure date of Seller's technician, Seller reserves the right to charge a fee of up to three times the daily fee for each technician allocated for the assignment. "Confirmed Service Order" means Buyer's oral or written acceptance of the services offered.

14. **Personal Security:**  
If, in Seller's reasonable opinion, the working environment, accommodation and transport arrangements create a personal security risk for Seller's technician, Seller has the right to discontinue the Site Services without liability to Buyer.

15. **Replacement:**  
Seller shall have the right to replace a Seller technician with another technician equally suited for the Site Services.

16. **Sub Contracting:**  
Seller may offer the Site Services using subcontracted staff, ensuring in any event the ability of such staff to carry out their activities.

17. **Miscellaneous:**

17.1 If any provision of the Contract is determined to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions and the parties will substitute the invalid or unenforceable provision by a valid provision that achieves as closely as possible the same economic effect.

17.2 Any clause or paragraph headings or other headings appearing in the Terms are for reference only and shall not affect the construction of those Clauses or paragraphs. Words importing the singular shall include the plural and vice versa where the context requires.

17.3 The Contract shall not be construed or interpreted against or to the disadvantage of either Buyer or Seller whether on the grounds that the Contract represents Buyer's or Seller's standard or customary terms and conditions of business and /or that the Contract and/or any particular recital, article, clause and/or annex or appendix thereof may have originated from Buyer or Seller or other similar grounds.

17.4 The Contract sets forth the entire agreement between Seller and Buyer with respect to the subject matter thereof and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all oral representations, warranties, undertakings and other statements of any kind and all documents given or exchanged on or prior to the date of Contract (including any brochures or sales material of Seller) are expressly excluded and disclaimed by Seller. Buyer acknowledges that it has not relied on and is not relying on any such representations, warranties, undertakings, statements or documents when entering into the Contract.

17.5 The Contract may not be assigned by either party without the other party's prior written consent, except that no consent is required for a party to assign the Contract to an affiliate as part of a corporate reorganization. This Clause 17.5 shall not require Seller to obtain any consent to subcontract any part of its obligations under the Contract. The Contract shall be binding upon and inure to the benefit of each of the parties and to their respective legal successors and assigns. Seller may assign receivables under the Contract to a financial entity financing Seller's performance and Seller may provide to such financial entity copies of the invoices to which those receivables relate.

17.6 No change in, addition to, or waiver of the provisions of the Contract shall be binding upon Seller or Buyer, unless contained within an identified written formal amendment to the Contract and signed by both parties.

17.7 Seller is an independent contractor and nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed

to its employees as well as employment related taxes. Each party will maintain appropriate workers' compensation insurance for its employees as well as general liability insurance.

17.8 Except when services are provided by its authorized agents or subcontractors, Seller shall be the sole employer of all individuals performing services hereunder. Seller shall assume sole and exclusive responsibility for the payment of wages to its personnel for services performed for Buyer. Seller shall, with respect to its personnel, be responsible for withholding federal, state and local income taxes, paying Social Security taxes, unemployment insurance and maintaining workers' compensation insurance coverage in an amount and under such terms as required by state law. Only Seller shall have the right to hire and fire its personnel, provide specific instructions as to the manner in which an employee performs his or her job and to set the hours of work of its personnel. In addition, Seller shall manage all employment aspects of any assigned personnel including, without limitation, employment based counseling, terminations, salary reviews, performance evaluations, work schedules, orientation, placement and rotation of assignments. The parties further acknowledge and agree that any personnel of Seller assigned to Buyer's account shall have no rights or entitlements to any of Buyer's employee benefit plans.

**18. Disputes/Applicable law:**

18.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be submitted to a senior executive dispute resolution process and mediation prior to the institution of litigation; provided that the settlement negotiation process can be completed within the statute of limitations. Either party may notify the other party in writing of the nature of the claim or dispute with as much detail as possible about the alleged deficient performance of the other party (the "Dispute Notice"). Within 14 days after delivery of a Dispute Notice, a senior executive (a President or Executive Vice President level) of each party shall meet in person or by telephone at a mutually acceptable time and place in an attempt to resolve the dispute. They shall negotiate in good faith attempting to reach a resolution satisfactory to both parties. If the senior executives have not resolved the matter, or agree upon a written plan of corrective action, within 45 days of delivery of a Dispute Notice, or if they fail to meet within 30 days after delivery of a Dispute Notice, either party may initiate mediation with a mediator and mediation location acceptable to both parties. All settlement negotiations shall be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

18.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall exclusively be referred to and finally resolved by the competent courts in Maryland. The governing law of the Contract shall be the substantive laws of Maryland. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

18.3 **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THE CONTRACT.**

18.4 **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO THE RECOVERY OF ATTORNEY'S FEES EXCEPT AS PROVIDED IN THE TERMS.**

**19. Insurance:**

19.1 Seller shall, upon execution of the Contract and throughout the performance of its obligations hereunder, maintain in effect and shall furnish certificates of insurance upon Buyer's request evidencing the insurance coverage based on the amounts and limits as follows: (i) Comprehensive General Liability Insurance including contractual liability coverage with specific reference to liability assumed herein and including coverage for products liability and completed operations which includes coverage for bodily injury and property damage with limits of \$2,000,000 for each occurrence, and \$4,000,000 in the aggregate; (ii) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles with limits of \$2,000,000 for each occurrence for bodily injury and death, and property damage; and (iii) Workmen's Compensation Insurance as required by statute in the specific jurisdiction where the work is to be performed.

- 19.2 Buyer shall ensure that Seller and its subcontractors carrying out the Site Services (if applicable) are covered under an all-risk insurance policy applicable to the Scope of Work and the Site. Such cover shall be primary and name Seller as an additional insured. Seller shall be entitled upon request to a copy of the policy in question. The deductible, if any, shall be at Buyer's cost.
- 19.3 Neither Seller nor Buyer will be liable to any insurance company (by way of subrogation or otherwise) for, and Seller and Buyer each waive and shall each cause their respective insurers to waive, any rights of subrogation or contribution with respect to, any and all claims covered by insurance. To the extent required by each party's applicable insurance policies, each party shall promptly give its insurance company written notice of the waivers contained in this paragraph and shall cause its insurance policies to be properly endorsed to effectuate the same, if necessary, to prevent the invalidation of any insurance coverage by reason of the waivers of subrogation. Each party represents that its current insurance policies allow such waiver.

**ANNEX A  
TESTING SERVICES**

This Annex A applies where the Scope of Supply includes the testing of Buyer's materials (the "Materials") at Seller's (or its affiliate's) facility (the "Testing Services"). The terms and conditions of this Annex B shall supersede any conflicting provisions in the Terms.

1. **Price Validity.** Prices are firm for thirty (30) days from the date of Seller's offer unless extended in writing by Seller.
2. **Testing Conducted by Seller Affiliates and Export/Import Matters.** To the extent that any of Seller's affiliated companies are engaged to assist in conducting the Testing Services as a necessary party to complete the testing required by the Buyer, such Seller affiliated party and its respective employees will be covered by and subject to the terms of the Contract. To the extent that any Materials are required for any reason to be shipped outside the United States or the Materials are required to be imported (or re-imported) into the United States, Buyer will be solely responsible for (i) managing all shipping and logistics, including all making all applicable import and/or export filings in its name, and (ii) complying with all applicable U.S. and applicable foreign import and export laws related to the shipment, import, export and re-import of the Materials.
3. **Right to Use the Materials.** Buyer grants Seller the right to use the Materials solely for the purpose of conducting the Testing Services.
4. **Indemnification.** Seller will defend and indemnify Buyer for any third party claims of bodily injury or death to the extent they may arise from its and its permitted employees' (i) negligence or willful misconduct, or (ii) use, storage or disposal of the Materials in conflict with the terms of the Test Confirmation Letter or with the MSDS information provided by the Buyer to Seller for the Materials. Buyer will defend and indemnify Seller for any third party claims of bodily injury or death to the extent they may arise from the Buyer's and its employees or agents (i) negligence or willful misconduct, (ii) use, storage or disposal of the Materials by Seller or its permitted employees strictly in accordance with the terms of the Contract and the MSDS information on the Materials provided by Buyer to Seller, or (iii) failure by Buyer employees to comply with Seller's health and safety rules while on Seller's premises.

Seller will defend and indemnify Buyer for any third party claims that the design, manufacture, or functioning of the test equipment infringe such third party's intellectual property rights. Buyer will defend and indemnify Seller for any third party claims that the Materials or processing of the Materials infringe such third party's intellectual property rights.

In all cases of either party's Indemnity provided in this paragraph, the party seeking indemnity must promptly notify the other party in writing of such claim of infringement; the defense of any legal action relating to such claim will be under the direction and control of the indemnifying party; the indemnified party shall cooperate with the indemnifying party in making such defense; and the indemnifying party will have complete control of the litigation or proceeding, including the amount of any settlement (provided the indemnified party has no monetary contribution obligation with regard to such settlement) and the choice in retention of counsel, and shall bear all expenses of such defense; provided, however, that the indemnified party may be represented in such action by its own counsel at its own expense.

5. **Health and Safety.** All employees of Buyer that participate in observing the Testing Services, to the extent permitted by Seller, must comply with all test specific instructions established by Seller as well as Seller's health and safety rules. Depending on the type of testing and the level of participation by the employees of Buyer, each employee may be required to participate in a health and safety training and may be required to acknowledge their participation in such training in writing prior to such person being granted access to any Seller testing area.
6. **Disposal of Materials.** If the Materials are regulated as hazardous or otherwise regulated or restricted materials by any governmental agency, Buyer must advise Seller of any such regulations and required actions that must be taken by Seller. Regardless of the hazardous nature of the Materials, to the extent that any destruction or disposal by Seller is deemed in Seller's sole discretion to be unduly burdensome to Seller, Seller may require the Buyer to take all required actions for the proper destruction or disposal in accordance with all applicable laws and regulations.
7. **Damage to Material.** Seller is in no way responsible or liable to the Buyer if in connection with the Testing Services the Material is damaged, destroyed, transformed, modified, etc. and the Buyer assumes the full risk of this possibility.
8. **Seller Technology.** All rights and title in and to Seller's process equipment and equipment processes, including without limitation, process and operating parameters applied to Seller's equipment in connection with the Testing Services, including all intellectual property rights thereto and therein (collectively, "Seller Technology"), are owned by Seller and at all times remain Seller's and nothing in the Contract shall grant Buyer any ownership rights in or to the Seller Technology. Any and all enhancements, clones, improvements, discoveries, derivatives and modifications, whether or not patentable, related to, arising out of or dominated by, the Seller Technology that are made, directly or indirectly, by Seller, exclusively or with any other person or entity, shall be solely, fully and completely owned by Seller.



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### Open Session Item

**SUBJECT:** ECC Training Coordinator

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Alan Matheny, Director, Emergency Management and Communications

Chip Rose, Director, Human Resources

**RECOMMENDED MOTION:** Approval to repurpose a vacant 911 Dispatcher role to hire a second training coordinator for the ECC. The current position is held by Courtney McKinley; Grade 13, Step 7 (\$36.50 /hour); Job Code 590 “Emergency Communications, Quality Assurance & Training coordinator.

**REPORT-IN-BRIEF:** Staff seeks approval repurpose a vacant 911 Dispatcher role to hire a second training coordinator for the ECC. The current position is held by Courtney McKinley; Grade 13, Step 7 (\$36.50 /hour); Job Code 590 “Emergency Communications, Quality Assurance & Training coordinator.

**DISCUSSION:** Staff seeks approval to repurpose a vacant 911 Dispatcher role to hire a second training coordinator for the ECC. The current position is held by Courtney McKinley; Grade 13, Step 7 (\$36.50 /hour); Job Code 590 “Emergency Communications, Quality Assurance & Training coordinator.

**FISCAL IMPACT:** N/A- The Training Coordinator’s salary will be offset by dispatcher vacancies. The average ECS-1 is Grade 9, Step 1 (\$25.06 /hour).

**CONCURRENCES:**

**ATTACHMENTS:**

**AUDIO/VISUAL NEEDS:**



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**Open Session Item**

**SUBJECT:** ECC Signing Bonuses

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Alan Matheny, Director, Emergency Management and Communications

Chip Rose, Director, Human Resources

**RECOMMENDED MOTION:** Approval to offer hiring bonuses for fully trained, certified Dispatchers for the 911 call center.

**REPORT-IN-BRIEF:** Staff seeks approval to offer hiring bonuses for fully trained, certified Dispatchers for the 911 call center.

**DISCUSSION:** Staff seeks approval to offer hiring bonuses for fully trained, certified Dispatchers for the 911 call center.

**FISCAL IMPACT:** \$90,000. We recommend limiting these bonuses to nine (9) experienced new hires. We'll monitor things like skill sets, acclimation, and turnover to determine the success of this new strategy.

**CONCURRENCES:**

**ATTACHMENTS:**

**AUDIO/VISUAL NEEDS:**



### **Open Session Item**

**SUBJECT:** Washington County Recreation and Parks Advisory Board

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Dawn L.Marcus, County Clerk

**RECOMMENDATION:** Move to appoint Tom Hoffman to serve a first, full three-year term from February 1, 2026, through January 31, 2029, on the Washington County Recreation and Parks Board.

In addition, move to reappoint Julie Sanders to serve a third, three year term from March 1, 2026, through February 28, 2029, and to waive the two-term limit as outlined in the Boards and Commissions County Policy PR-22.

**REPORT-IN-BRIEF:** The Board consists of seven appointed members and two ex-officio members: one of seven shall be a County Commissioner ex-officio voting member. The Board of Education recommends two members for appointment: one the Supervisor of Physical Education and Athletics and the other ex-officio, non-voting member.

**DISCUSSION: N/A**

**FISCAL IMPACT:** This is not a paid board.

**CONCURRENCES:** Washington County Recreation and Parks Advisory Board

**ATTACHMENTS:** N/A



Open Session Item

**SUBJECT:** Reappoint Frank Quillen to the Building Code Board of Appeals (BCBOA)

**PRESENTATION DATE:** Feb 3, 2026

**PRESENTATION BY:** Dawn Marcus, County Clerk

**RECOMMENDATION:** Move to reappoint Frank Quillen to a second term on the BCBOA. This term will be a full-three year term, from November 1, 2025 – October 31, 2028.

**REPORT-IN-BRIEF:** The BCBOA shall be comprised of five (5) individual voting members appointed by the Board of County Commissioners. (the Commissioners) and the Washington County Building Official. The Board shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and must include a member or members familiar with the electrical, plumbing, mechanical, and construction trades. The individual voting member may not be an employee of the County. The Washington County Building Official will act as an ex-officio member.

**DISCUSSION:** N/A

**FISCAL IMPACT:** This is not a paid board

**CONCURRENCES:** Greg Cartrette Director/Code Official and the Building Code Board of Appeals members.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



Open Session Item

**SUBJECT:** Dedication of Property for the Eastern Boulevard Widening Project

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Todd Moser, Real Property Administrator, Division of Engineering

**RECOMMENDED MOTION:** Move to accept dedication of the property (fee simple and easements) for Parcel 48 Tax ID 22-064921 located on Eastern Boulevard, and to approve an ordinance approving said dedication; and to authorize the execution of the necessary documentation to finalize the no cost dedication.

**REPORT-IN-BRIEF:** Both fee simple and easement totals are shown for reference in the table below.

Property	Acquisition Cost
Parcel 48 / Map 38	N/A - Dedication

Easements			
Fee Simple	Perpetual Drainage	Revertible Slope	Temporary Construction
8,183 Square Feet	1,737 Square Feet	20,559 Square Feet	4,105 Square Feet

**DISCUSSION:** Eastern Boulevard will be widened from two lanes (one lane in each direction) to four lanes (two lanes in each direction) from Jefferson Boulevard (MD 64) to Antietam Drive, and the construction will occur in several phases of work as indicated in the Capital Improvement Plan (CIP). This property is located along Eastern Boulevard Phase II.

The property listed above is being dedicated via subdivision. Revertible slope easements and temporary construction easements would revert to the property owner if houses in the subdivision are built prior to widening of the road due to grading needed for the houses.

**FISCAL IMPACT:** Zero-Cost Consideration - Dedication

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map, Ordinance

**AUDIO/VISUAL NEEDS:** Aerial Map

# Eastern Boulevard



ORDINANCE NO. ORD-2026-

**AN ORDINANCE TO APPROVE THE ACQUISITION OF AN EASEMENT  
INTEREST IN REAL PROPERTY**

*(Eastern Boulevard – Shaol Property)*

**RECITALS**

1. The Board of County Commissioners of Washington County, Maryland (the "County"), believes that it is in the best interest of the citizens of Washington County to acquire a temporary construction easement interest in certain real property identified on the attached Schedule A (the "Easement Property") to be used for public purposes.

2. The County approved the purchase of the Easement Property on February 3, 2026.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as no funds from the General Fund of the County will be utilized to purchase the temporary easement .

4. The purchase of the Temporary Construction Easement is necessary for the Eastern Boulevard Project and includes the acquisition of a revertible easement.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Temporary Construction Easement be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement Property.

ADOPTED this \_\_\_\_ day of February, 2026.

ATTEST:

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to legal sufficiency:

\_\_\_\_\_  
Zachary J. Kieffer  
County Attorney

Mail to:  
Office of the County Attorney  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740

## SCHEDULE A---DESCRIPTION OF EASEMENT PROPERTY

Part of the lands conveyed unto Ben Shaool from Estate of George Klick, et al. by deed dated May 8, 2003 and recorded among the Land Records of Washington County in Liber 2020 at folio 512, situate on the east margin of Eastern Boulevard between Klick Way and Antietam Drive, so far as the Grantor's property and/or rights may be affected by the proposed road improvements of Eastern Boulevard and the appurtenances thereto belonging or otherwise appertaining, in Election District 18 of Washington County, Maryland and more particularly described as follows:

BEGINNING for the outline hereof at a Iron Pipe Found for the end of the North 75 degree 10 minute 58 second West 310.56 foot line as shown on an exhibit in the Grantor's deed dated May 8<sup>th</sup>, 2003 and recorded among the Land Records of Washington County, Maryland at liber 2020 in folio 512 said point also being 40.88 feet right of and perpendicular to station 57+69.17 and shown on aforementioned Plat No. 100-10-576, thence with the Right of Way line as depicted on Right of Way Plat No. 100-10-271 on bearings to agree with Maryland Grid NAD 83/1991

1. North 04 degrees 12 minutes 06 seconds East 877.45 feet to a point at the intersection of the right of way line and the southerly line of the lands now or formally of Conway W. Barnes Et. al. (Liber 5407, folio 14); thence with the said line of division
2. South 84 degrees 43 minutes 11 seconds East 9.52 feet to a point, thence departing said existing line of division by a new Right of Way line
3. South 04 minutes 13 minutes 39 seconds West 878.99 feet to a point in the said southerly line of division depicted in the grantor's deed; thence with a portion of the said line of division
4. North 75 degrees 09 minutes 19 seconds West 9.28 feet to the point of beginning, containing 8,183 square feet or 0.188 acres of land, more or less.

**SUBJECT** to all easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

**TO HAVE AND TO HOLD** unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, its successors and assigns, in fee simple, forever.

**TOGETHER WITH** two (2) perpetual drainage easements

**PERPETUAL EASEMENT NO. 1** Beginning at a point being depicted at 50.00 feet right of and perpendicular to station 59+38.02 as "Perpetual Drainage Easement Area No. 3" on aforementioned right of way plat 100-10-576 thence by three (3) new lines of easement

1. South 85 degrees 46 minutes 21 seconds East 35.00 feet;

2. South 04 degrees 13 minutes 39 seconds west 27.55 feet; and
3. North 85 degrees 46 minutes 21 seconds West 35.00 feet; to a point being 16.39 feet from the end of the third (3<sup>rd</sup>) line for the first part of this deed; thence with a portion of said line reversed
4. North 04 degrees 13 minutes 39 seconds East 27.55 feet to the place of beginning, containing 964 square feet or 0.0221 acres, more or less.

**PERPETUAL EASEMENT NO. 2** Beginning at a point being 232.89 feet from the beginning of the third (3<sup>rd</sup>) line for the first part of this deed, said point being depicted at 50.00 feet right of and perpendicular to station 64+13.55 as "Perpetual Drainage Easement Area No.5" on aforementioned right of way plat 100-10-577 thence by three (3) new lines of easement

1. South 85 degrees 46 minutes 21 seconds East 25.00 feet;
2. South 04 degrees 13 minutes 39 seconds west 30.92 feet; and
3. North 85 degrees 46 minutes 21 seconds West 25.00 feet to a point in the third (3<sup>rd</sup>) line for the first part of this deed; thence with a portion of said line reversed,
4. North 04 degrees 13 minutes 39 seconds East 30.92 feet to the place of beginning, containing 773 square feet or 0.0177 acres, more or less.

**ALSO TOGETHER WITH** three (3) revertible easements for supporting slopes containing an aggregate area of 20,559 square feet or 0.472 acres of land, more or less referred to as "**REVERTIBLE ESMT. NOS 15, 16 AND 18**" the outline of which is depicted on the above-mentioned Right of Way Plat Nos. 100-10-577 and 100-10-578. The purpose of this revertible construction easement shall be to provide for utility relocation, slope grading, and additional working room during the performance of Washington County Division of Engineering and Construction Management Project No. 10-243 and 10-215 Contract Nos. RD-EA-215-10 and RD-EA-243-10. Grantor shall not, directly or through others, erect any building or other structure (including, but not limited to, sheds, of any size or other improvements, including paving or blacktopping); make a fill or excavation of earth so as to cause a change in contour; or inundate the land with water, within the revertible construction easement area. Grantor shall not erect fences over the easement property without the advance written consent of Grantee. Upon final completion and final acceptance of said construction and installation by the Grantee, said revertible construction easement shall be void and shall forever cease to exist without the necessity of filing any release of easement in the Land Records for Washington County, Maryland.

**AND ALSO TOGETHER WITH** three (3) temporary construction easements encompassing an aggregate area of 4,105 square feet or 0.0942 acres of land, more or less, referred to as "**TEMP. ESMT. NOS 10, 11 AND 13**" the outline of which is depicted on the above-mentioned Right of Way Plat No. 100-10-577. The purpose of this revertible construction easement shall be to provide for utility relocation, slope grading, and additional working room during the performance of Washington County Division of Engineering and Construction Management

Project No. 10-243 and 10-215 Contract Nos. RD-EA-215-10 and RD-EA-243-10. Grantor shall not, directly or through others, erect any building or other structure (including, but not limited to, sheds, of any size or other improvements, including paving or blacktopping); make a fill or excavation of earth so as to cause a change in contour; or inundate the land with water, within the revertible construction easement area. Grantor shall not erect fences over the easement property without the advance written consent of Grantee. Upon final completion and final acceptance of said construction and installation by the Grantee, said revertible construction easement shall be void and shall forever cease to exist without the necessity of filing any release of easement in the Land Records for Washington County, Maryland.

The above-described parcels of land being a portion of the property conveyed from the Estate of George E. Klick, Et. al., by a deed dated May 8, 2003 and recorded among the Land Records of Washington County, Maryland, in Liber 2020, folio 512.



Open Session Item

**SUBJECT:** CSXT Construction and Encroachment Agreements - Eastern Boulevard Phase I

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Todd Moser, Real Property Administrator; Pam Mohn, Chief of Design, Division of Engineering

**RECOMMENDED MOTION:** Move to authorize staff to execute the Construction Agreement (CA) between CSX Transportation, Inc. (CSXT) and the County to install drainage improvements adjacent to CSXT as part of the Eastern Boulevard Phase I widening and to make payment to the force account from the project budget in the amount of \$74,484; and move to execute the Facility Encroachment Agreement (FEA) between CSXT and the County with fees totaling \$10,600 to move forward with the jack and bore of a stormwater pond outfall pipe under the railway between Eastern Boulevard and Antietam Drive.

**REPORT-IN-BRIEF:** CSXT and its engineer, AECOM, have been involved in review of the Eastern Boulevard Phase I Widening project as it relates to impacts to the railroad property. There is a railroad siding next to Eastern Boulevard and the Maryland Metals property, and an existing drainage pipe which outfalls onto the CSXT right-of-way must be replaced as part of the road widening work. As proposed construction for the roadway widening project is within 50 feet of CSXT right-of-way, CSXT requires a Construction Agreement and force account for its personnel to be on site.

Separately, but within the same roadway project, the proposed stormwater pond outfall requires subgrade piping under the railway and Antietam Drive to discharge into Marsh Run. Utility permits to jack and bore under the railway were approved by CSXT. The purpose of the agreements is to hold harmless CSXT from County construction work, and to provide a force account for CSXT to provide personnel to inspect and monitor their assets.

**DISCUSSION:** CSXT is one of the agencies requiring review and approval to allow Eastern Boulevard Phase I Widening to go to construction. It is anticipated that the project will begin by the fall of 2026.

**FISCAL IMPACT:** \$135,000 (including contingency); Budgeted CIP Project (RDI042)

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map, Construction Agreement, Facility Encroachment Agreement

**AUDIO/VISUAL TO BE USED:** Aerial Map

# Eastern Blvd - CSXT Right-of-Way



Hagerstown, Washington County, Maryland – Proposed Widening of Eastern Boulevard and Drainage Improvements adjacent to CSXT; DOT# N/A; Milepost BBT-2.93 to BBT-3.30; Baltimore Division, Lurgan Subdivision, CSXT OP# MD0553

## **CONSTRUCTION AGREEMENT**

This Construction Agreement (“**Agreement**”) is made as of \_\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and WASHINGTON COUNTY, DIVISION OF ENGINEERING, a body corporate and political subdivision of the State of Maryland (“**Agency**”).

### **EXPLANATORY STATEMENT**

1. Agency has proposed to construct, or to cause to be constructed, the proposed Widening of Eastern Boulevard and Drainage Improvements adjacent to CSXT in the vicinity of Milepost BBT-2.93 to BBT-3.30 on the Lurgan Subdivision of the Baltimore Division in Hagerstown, Washington County, Maryland (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### **1. Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed

a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2028, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party

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Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or

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the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
  - 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
  7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
  - 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
  - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement

and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

#### 10. Ownership and Maintenance.

- 10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

#### 11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and

damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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13. Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.  
4900 Old Osborne Turnpike, Suite 200  
Richmond, VA 23231  
Attention: Michael Liebelt

If to Agency:

Washington County, Division of Engineering  
747 Northern Avenue  
Hagerstown, MD 21742  
Attention: Pamela Mohn

17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on October 21, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**WASHINGTON COUNTY,  
DIVISION OF ENGINEERING**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Name: Michael Liebelt  
Title: Project Manager II

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Widening of Eastern Boulevard and Drainage Improvements adjacent to CSXT
- B. CSXT shall perform or cause to be performed:
  - 1. Flagging services and other protective services and devices as may be necessary.
  - 2. Construction Engineering and inspection to protect interests of CSXT.

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## EXHIBIT B

### PLANS AND SPECIFICATIONS

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<b>SHEET</b>	<b>DESCRIPTION</b>	<b>PREPARER</b>	<b>DATE</b>
1 of 105	Eastern Boulevard Widening, Phase I	Washington County	6/2025

**NOTE:** In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

“Agency” shall mean the Washington County, Division of Engineering.

“Agency Representative” shall mean the authorized representative of Washington County, Division of Engineering.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

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## V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

## VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

### B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

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- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred

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by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

## XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

## XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

## XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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**EXHIBIT D**

INITIAL ESTIMATE ATTACHED

ESTIMATE SUBJECT TO REVISION AFTER:		10/21/2026	DOT NO.: N/A
CITY: Hagerstown	COUNTY: Washington	STATE: MD	
DESCRIPTION: Proposed Widening of Eastern Boulevard and Drainage Improvements adjacent to CSXT			
DIVISION: Baltimore	SUB-DIV: Lurgan	MILE POST: BBT-2.93 to BBT-3.30	
AGENCY PROJECT NUMBER: Project No. 10-205			

**PRELIMINARY ENGINEERING:**

Contracted & Administrative Engineering Services	\$	-
<b>Subtotal</b>	\$	-

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted & Administrative Engineering Services	\$	43,500
<b>Subtotal</b>	\$	<b>43,500</b>

**FLAGGING SERVICE: (Contract/CSX Labor)**

Engineering Labor (Foreman/Inspector/Flagman)	<u>10</u>	Days @	\$ <u>700.00</u>	\$ <u>7,000</u>
Additive	245.90%	(Engineering Department)		\$ <u>17,213</u>
<b>Subtotal</b>				\$ <b>24,213</b>

**SIGNAL & COMMUNICATIONS WORK:**

<b>TRACK WORK:</b>	\$	-
<b>CONTRACT WORK:</b>	\$	-

<b>PROJECT SUBTOTAL:</b>	\$	<b>67,713</b>
<b>CONTINGENCIES:</b>	\$	<b>6,771</b>

<b>PROJECT TOTAL:</b>	*****	\$	<b>74,484</b>
<b>CURRENT AUTHORIZED BUDGET:</b>	*****	\$	-
<b>TOTAL SUPPLEMENT REQUESTED:</b>	*****	\$	<b>74,484</b>

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	<u>74,484</u>
Railroad	<u>0.00%</u>	\$	-
		\$	<b>74,484</b>

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: <u>AECOM</u>	Approved by: <u>ML</u>	CSXT Public Project Group
DATE: <u>10/20/25</u>	REVISED: _____	DATE: <u>10/21/25</u>

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## **EXHIBIT E**

### **PAYMENT SCHEDULE**

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.

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- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
  - (i). Broad Form Nuclear Exclusion - IL 00 21
  - (ii) 30-day Advance Notice of Non-renewal or cancellation
  - (iii) Required State Cancellation Endorsement
  - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
  - (i) A Pollution Exclusion Endorsement except CG 28 31
  - (ii) A Punitive or Exemplary Damages Exclusion
  - (iii) A “Common Policy Conditions” Endorsement
  - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
  - (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, 14<sup>th</sup> Floor  
Jacksonville, FL 32202

OR

[insurededocuments@csx.com](mailto:insurededocuments@csx.com)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

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## **SCHEDULE I**

### **CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, between Washington County, Division of Engineering and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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## **CSXT Schedule PA**

### **PAYMENT SUBMISSION FORM**

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Project Description: Hagerstown, Washington County, Maryland – Proposed Widening of Eastern Boulevard and Drainage Improvements adjacent to CSXT; DOT# N/A; Milepost BBT-2.93 to BBT-3.30; Baltimore Zone, Lurgan Subdivision

CSXT OP# MD0553

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*

Mail this form, along with your  
paper check (do not send the  
Agreement) to the following address:

**CSX Transportation, Inc.**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*

Submit Payment to:

**CSXT Govt. Billing**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**Acct # 1219082172**  
**ACH ABA# 267084199**

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When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check  
or associated ACH/EFT payment info, along with this form via email to:

**Monique Harris**  
**Monique.Harris@aecom.com**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
<u>Washington County, DOE</u>	_____	_____	<u>\$74,484</u>

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 25, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY MARYLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Maryland, whose mailing address is 100 West Washington Street, Hagerstown, Maryland 21740, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty-six inch (36") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Hagerstown, Washington County, Maryland, Baltimore Division, Hanover Subdivision, Milepost BBT-.19, Latitude N39:39:02.4588, Longitude W77:41:21.8652;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Lessor.

## 2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Lessor a one-time nonrefundable Encroachment Fee of SIX THOUSAND SIX HUNDRED AND 00/100 U.S. DOLLARS (\$6,600.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Lessor's current administrative and document preparation fees for the cost incurred by Lessor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Lessor), any additional annual taxes and/or periodic assessments levied against Lessor or Lessor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Lessor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Lessor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## 3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Lessor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Lessor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Lessor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Lessor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Lessor's property of any type or perform or cause any blasting without the separate express written consent of Lessor. As a condition to such consent, a representative will be assigned by Lessor to monitor blasting, and Licensee shall reimburse Lessor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Lessor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Lessor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Lessor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Lessor, shall be construed as an admission of liability or responsibility by Lessor, or as a waiver by Lessor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Lessor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Lessor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Lessor, or when applicable, an official field representative of Lessor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Lessor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Lessor in either electronic or hard copy form upon the substantial completion of the project and upon Lessor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Lessor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Lessor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Lessor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Lessor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Lessor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Lessor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Lessor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Lessor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Lessor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Lessor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Lessor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Lessor.

9.3 Use of Lessor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Lessor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Lessor harmless from: (a) all

claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Lessor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Lessor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Lessor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Lessor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Lessor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Lessor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Lessor, and/or its designee, as additional insured. The evidence of insurance

coverage shall be endorsed to provide for thirty (30) days' notice to Lessor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Lessor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Lessor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Lessor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Lessor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Lessor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Lessor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Lessor,

i) Railroad Protective Liability (RPL) Insurance, naming Lessor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per

occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licenser prior to commencement of such construction or demolition. Licenser reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licenser's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licenser, at Licenser's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licenser's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licenser's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licenser.

11.2 If Licenser deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licenser or others on Licenser's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licenser shall have the right to do so at the expense of Licensee, but Licenser shall not be liable for failure to do so.

11.3 Subject to consent of Licenser, in its sole discretion, and subject to Licenser's operating rules and labor agreements, Licensee may provide flagmen, in place of Licenser's provision, at Licensee's sole risk, cost and expense, and in such event, Licenser shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licenser and shall meet all Licenser's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Lessor to accommodate Licensee's continued use of Lessor's property as a result of track changes or changes to Lessor's Facilities shall also be paid by Licensee.

12.2 Lessor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Lessor's bill therefor. Lessor may, at its discretion, request an advance deposit for estimated Lessor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Lessor's applicable fixed rate. Lessor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Lessor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Lessor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Lessor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Lessor.

13.3 Neither the failure of Lessor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Lessor, shall be construed as an admission of liability or responsibility by Lessor, or as a waiver by Lessor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 240-313-2720.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4      Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5      In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17.      TITLE:**

17.1      Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2      The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3      Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4      Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## 18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Lessor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Lessor for all reasonable costs (including attorney's fees) incurred by Lessor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Lessor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Lessor, Licensee shall notify Lessor in writing with documentation evidencing such overpayment. Lessor shall refund the actual amount of Licensee's overpayment within 120 days of Lessor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

## **19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Lessor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

## **20. TERMINATION OF PRIOR AGREEMENT(S):**

20.1 This Agreement supersedes existing agreement(s) dated January 11, 2011, Contract No. CSX654587, between CSX Transportation, Inc., or its predecessor in title, and BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY MARYLAND, or

its predecessor in title, covering the premises described herein, which agreement(s) is/are terminated and superseded by the execution hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY MARYLAND**

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX986795, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated May 25, 2023, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

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By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

---

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

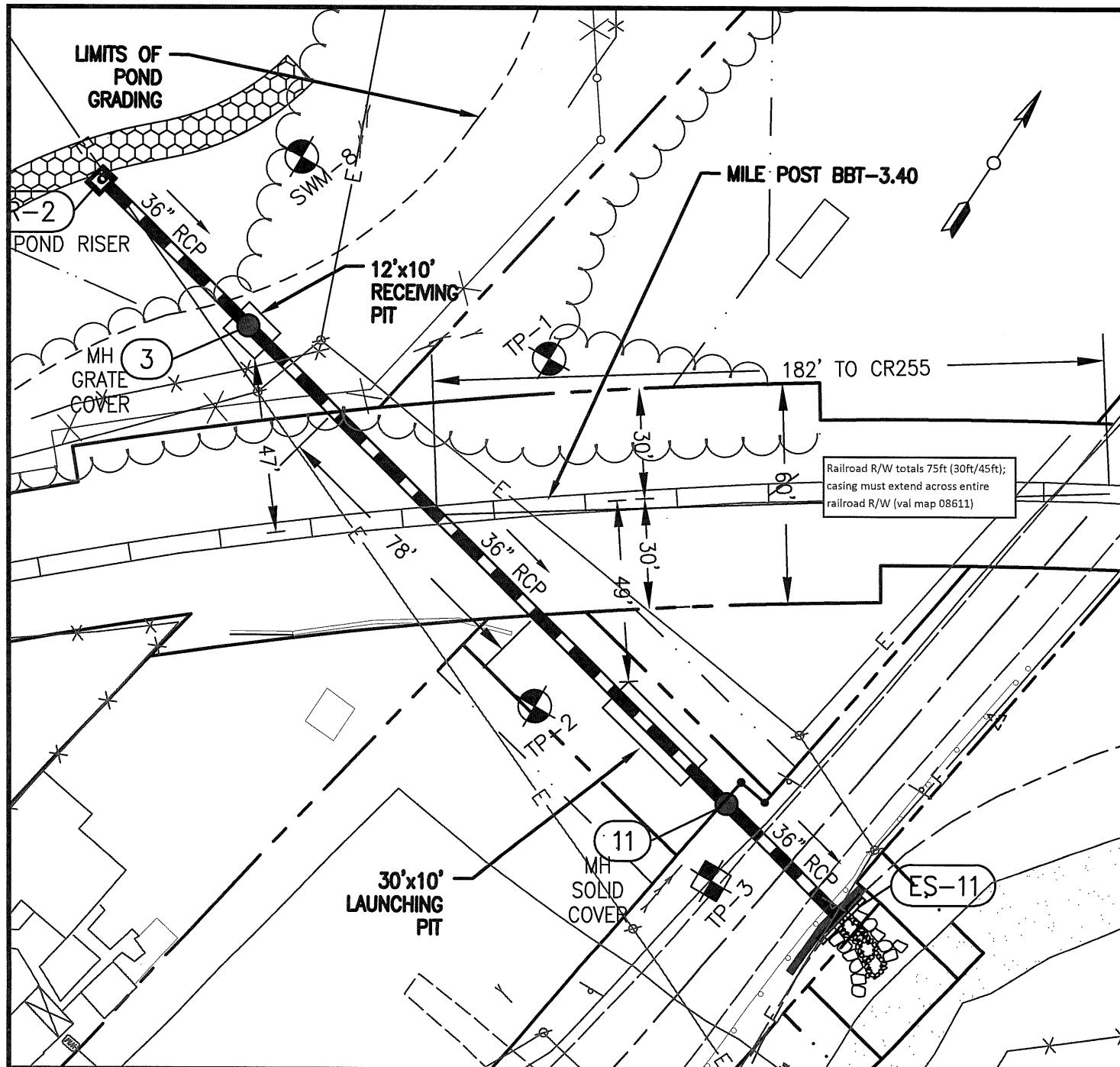
**CSX Transportation (CSXT) General Notes (Bore and Jack):**

Hagerstown, MD  
Engineering Region (Division): BALTIMORE / Sub Division: HANOVER / Nearest DOT: 139505V  
Mile Post: BBT 0.19 / Lat\_Long: 39.650683 / -77.68941

- 1) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- 2) Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- 3) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- 4) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 5) Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSXT under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 6) Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 7) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- 8) Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- 9) All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- 10) CSXT does not grant or convey an easement for this installation.
- 11) CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- 12) The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- 13) No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- 14) The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- 15) The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 16) The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- 17) Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- 18) If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- 19) Blasting is not permitted under, on, or adjacent to CSXT property.

Revised January 31, 2023

- 20) Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- 21) Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 22) Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- 23) For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- 24) Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
- 25) Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental pro
- 26) CSXT does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- 27) Upon completion of project construction, contractor must submit to CSXT the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.

**NOTES:**

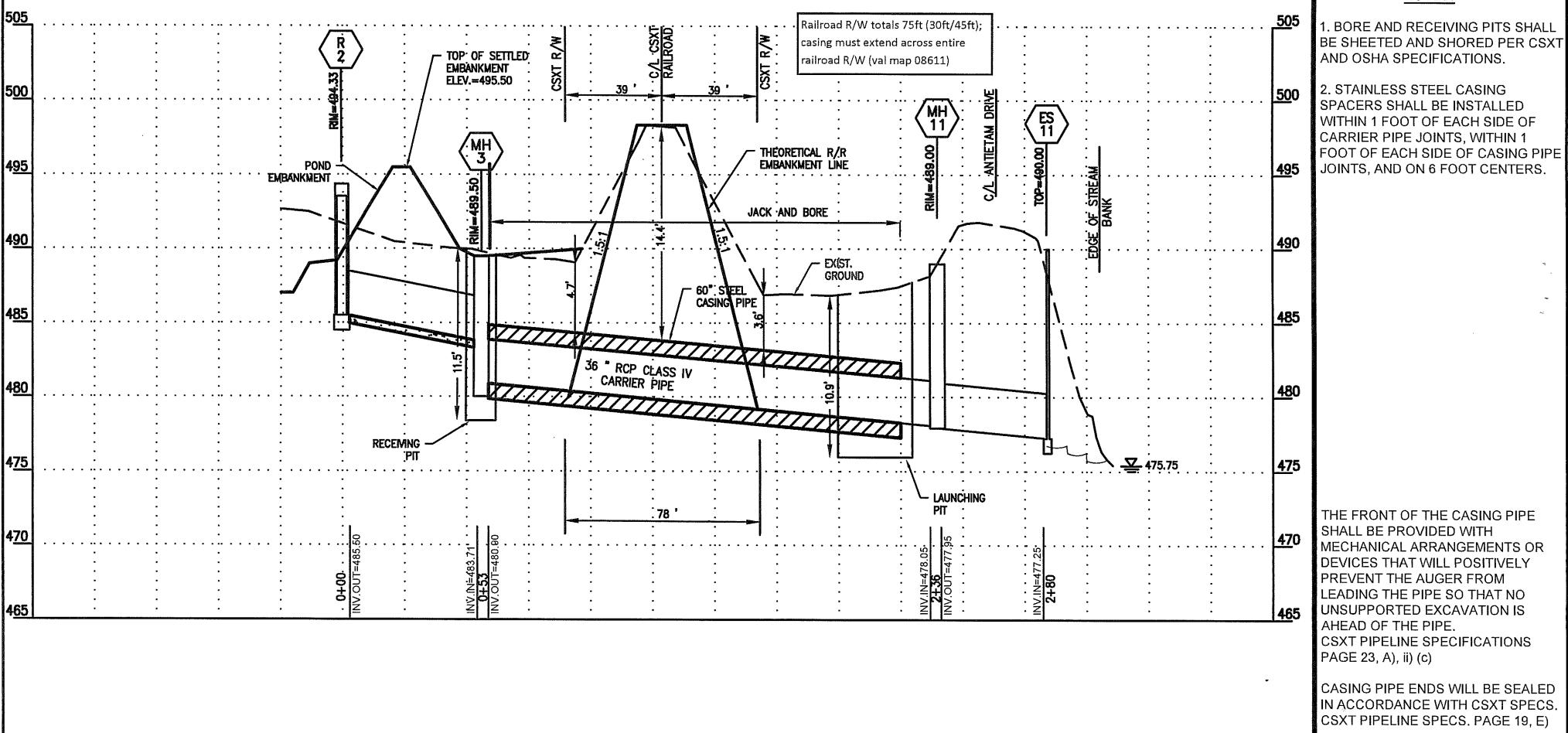
1. BORE AND RECEIVING PITS SHALL BE SHEETED AND SHORED PER CSXT AND OSHA SPECIFICATIONS.
2. STAINLESS STEEL CASING SPACERS SHALL BE INSTALLED WITHIN 1 FOOT OF EACH SIDE OF CARRIER PIPE JOINTS, WITHIN 1 FOOT OF EACH SIDE OF CASING PIPE JOINTS, AND ON 6 FOOT CENTERS.

CSX File No. CSX654587

**WASHINGTON COUNTY, MARYLAND  
DIVISION OF ENGINEERING**

Washington County Administrative Annex, Building  
747 Northern Avenue, Hagerstown, Maryland, 21742  
Phone: 240-313-2460 Fax: 240-313-2401

Location: Hagerstown, Maryland  
Latitude: 39°39'0"N  
Longitude: 77°41'20"W  
Drawing No.: PS-1 Sheet 1 of 2  
Drawing Date: 03-23-23 Last Revised: \_\_\_\_\_  
Drawing Scale: 1 Inches = 40 Feet



## Additional Notes / Information

CSX File No. CSX654587

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
	Commodity Description	Stormwater Runoff - 100-year Storm Discharge from Pond	
	Maximum Operating Pressure	N/A	
	Is Commodity Flammable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CARRIER / CASING PIPE DETAILS			
Page 13, C: 17, D)	Pipe Material	36" Reinforced Concrete Pipe	Casing Pipe
Page 13, C: 17, D)	Material Specification & Grade	ASTM C76, Class IV	ASTM A252, Grade 2
Page 13, C: 17, D)	Specified Minimum Yield Strength	N/A	35,000 psi
Page 13, C: 17, D)	Nominal Size Outside Dia. (Inches)	44	61.688
Page 14, ii): (d)	Wall Thickness (Inches)	4	0.844
Page 13, C: 17, D)	Type of Seam	Tongue and Groove	N/A
Page 13, C: 17, D)	Type of Joints	ASTM C443 Gasket	Welded
Page 16, v)	Tunnel Liner Plates Required	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
	Cathodic Protection	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
	Protective Coating	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
	Temp. Track Support or Rip-Rap Reg.	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Must Describe & Show on Drawing	

WASHINGTON COUNTY, MARYLAND  
DIVISION OF ENGINEERINGWashington County Administrative Annex, Building 747 Northern Avenue, Hagerstown, Maryland, 21742  
Phone: 240-313-2460 Fax: 240-313-2401

Location:	Hagerstown, Maryland	
Latitude:	39°39'0"N	
Longitude:	77°41'20"W	
Drawing No.:	PR-1	Sheet 2 of 2
Drawing Date:	03-23-23	Last Revised:
Drawing Scale:	V 1	Inches = 10 Feet
Drawing Scale:	V 1	Inches = 60 Feet



## Open Session Item

**SUBJECT:** Washington County Transit – Alley Temporary Easement Agreement

**PRESENTATION DATE:** February 3, 2026

**PRESENTATION BY:** Andrew Eshleman, Director of Public Works

**RECOMMENDED MOTION(S):** Move to approve the execution of a temporary easement agreement with the Orchard Hills Congregation of Jehovah's Witness, Hagerstown, Maryland.

**REPORT-IN-BRIEF:** On May 6, 2025, the County approved execution of a Quit Claim deed for a 12-foot-wide alley from the City of Hagerstown that bisects the Transit Administration and Maintenance Facility property. A consolidation plat was also recorded to combine the County parcels into a single contiguous parcel to accommodate future transit facility expansion.

The Orchard Hills Congregation of Jehovah's Witnesses' parking lot and parcel are currently served by the alley. A traffic circulation plan and entrance modifications have been proposed to address impacts associated with the eventual alley closure. The County does not intend to close the alley until such time as the transit facility expansion proceeds. A temporary easement agreement is proposed to define roles, responsibilities, and continued permissive use of the alley until access is formally closed.

**DISCUSSION:** While the quit claim ordinance authorizing closure of the alley has been approved, the proposed easement agreement ensures the Congregation will retain permissive use of the alley until all required access improvements are completed and the alley is officially closed.

**FISCAL IMPACT:** None

**CONCURRENCES:** County Attorney

**ALTERNATIVES:** Renegotiate Agreement

**ATTACHMENTS:** Temporary Use Agreement, Exhibit A

**AUDIO/VISUAL TO BE USED:** N/A

## TEMPORARY EASEMENT AGREEMENT

**THIS TEMPORARY EASEMENT AGREEMENT** ("Easement") made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **Board of County Commissioners of Washington County, Maryland** ("County"), party of the first part, Grantors, and **The Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.**, a Maryland religious corporation ("Congregation"), with property located at 30 Nottingham Road, Hagerstown, Maryland 21740 ("Property"), party of the second part, Grantee.

### RECITALS

The **GRANTOR** has an interest in an approximately 12-foot-wide alley which runs east-west between Devonshire Road and Nottingham Road, in the City of Hagerstown, Maryland, commonly known and designated as Alley 1-35;

**WHEREAS**, The Mayor and the City have determined to Quit Claim any interest that it may have in the eastern portion of said alley to the County, as evidenced by that certain Quit Claim Deed made on June 17, 2025 and found of record in the office of the Clerk of the Circuit Court of Washington County, Maryland, at Deed Book 7720, Page 412, for the purpose of transferring ownership of all that hereinafter described property;

**WHEREAS**, in exchange for the Congregation's consent to said Quit Claim Deed, the County has agreed to enter into a binding agreement with the Congregation to come to terms on acceptable improvements to the Property of the Congregation at its sole cost and expense ("Agreement"); and,

**WHEREAS**, all parties hereto agree that the Congregation needs continued permissive use of the entire alley and existing access points until all terms of the Agreement are completed and the improvements have received final approval from pertinent authorities of the City of Hagerstown.

### WITNESSETH:

**NOW, THEREFORE**, the recitals above being incorporated herein by reference, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, do by these presents Grant and Convey a temporary easement to the **GRANTEE** to have continued access to and from the Property for the right of ingress and egress, over, upon and across the land of the Grantor described in the said Quit Claim Deed of June 17<sup>th</sup>, 2025, attached hereto, marked **Exhibit A**, and incorporated herein by reference.

The above-described temporary easement is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. The Congregation shall continue to have permissive use of the entire alley described in Exhibit A of the Quit Claim Deed and all approximately 12-foot-wide alley from Devonshire Road to Nottingham Road in the City of Hagerstown, Maryland, commonly known and designated as Alley 1-35. The Congregation described above shall have said permissive use until all of the terms

of the Agreement between the Congregation and the County are completed and the improvements have received final approval from the pertinent authorities of the City of Hagerstown. The Grantor shall ensure that the current access from the alley remains open in both directions and usable at all times during construction until such time as the improvements are completed and final inspections by the City of Hagerstown have been completed. After such time this temporary easement shall expire.

The **GRANTOR** specifically agrees that no buildings, obstructions, or fill of any type shall be placed on the property covering the temporary easement and if such conditions occur, they must be corrected to the satisfaction of the **GRANTEE** at the expense of the **GRANTOR**, their successors, heirs and assigns.

This temporary easement is for the benefit of Congregation and shall be a covenant running with said lands and binding upon the County, and their respective heirs, successors and assigns, until termination of this temporary easement.

#### **AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)**

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor hereby states under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is subject to the temporary easement, subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

**IN WITNESS WHEREOF**, The Grantor and the Grantee have caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and witnessed, and/or attested.

**WITNESS:**

**BOARD OF COUNTY  
COMMISSIONERS OF WASHINGTON,  
COUNTY, MARYLAND**

By: \_\_\_\_\_ (SEAL)  
**John F. Barr**  
**President**

**WITNESS AND ATTEST  
AS TO CORPORATE SEAL:**

**THE ORCHARD HILLS  
CONGREGATION OF JEHOVAH'S  
WITNESSES, HAGERSTOWN,  
MARYLAND, INC.**

**Secretary**

By: \_\_\_\_\_ (SEAL)  
**Ortez Jones**  
**Trustee**

By: \_\_\_\_\_ (SEAL)  
**Richard Ridenour**  
**Trustee**

By: \_\_\_\_\_ (SEAL)  
**Reginald Mitchell**

**STATE OF MARYLAND, COUNTY OF WASHINGTON, to Wit:**

**I HEREBY CERTIFY**, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr, who acknowledged himself to be the President of the Board of County Commissioners of Washington County, Maryland, and that he as such Officer being authorized so to do, executed the foregoing Temporary Easement Agreement for the purposes therein by signing, in my presence, the name of the Board of County Commissioners of Washington County, Maryland, by himself as President, and certified that this Temporary Easement Agreement is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**Notary Public**

My Commission Expires: \_\_\_\_\_

**STATE OF MARYLAND, COUNTY OF WASHINGTON, to Wit:**

**I HEREBY CERTIFY**, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ortez Jones, Richard Ridenour, and Reginald Mitchell who acknowledged themselves to be the Trustees of The Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc, a Maryland religious corporation, and that they as such Trustees being authorized so to do, executed the foregoing Temporary Easement Agreement for the purposes therein by signing, in my presence, the name of The Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc. by themselves as Trustees, and certified that this Temporary Easement Agreement is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

**AS WITNESS** my hand and Notarial Seal.

---

Notary Public

My Commission Expires: \_\_\_\_\_

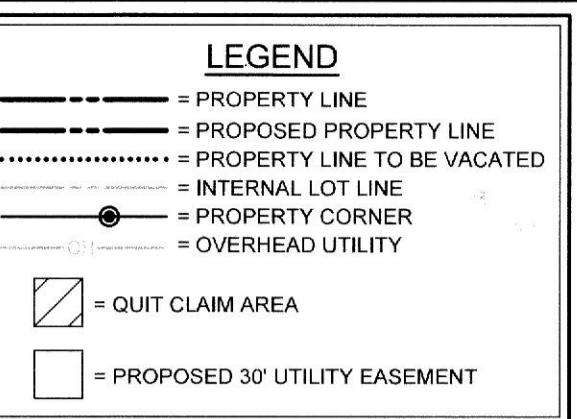
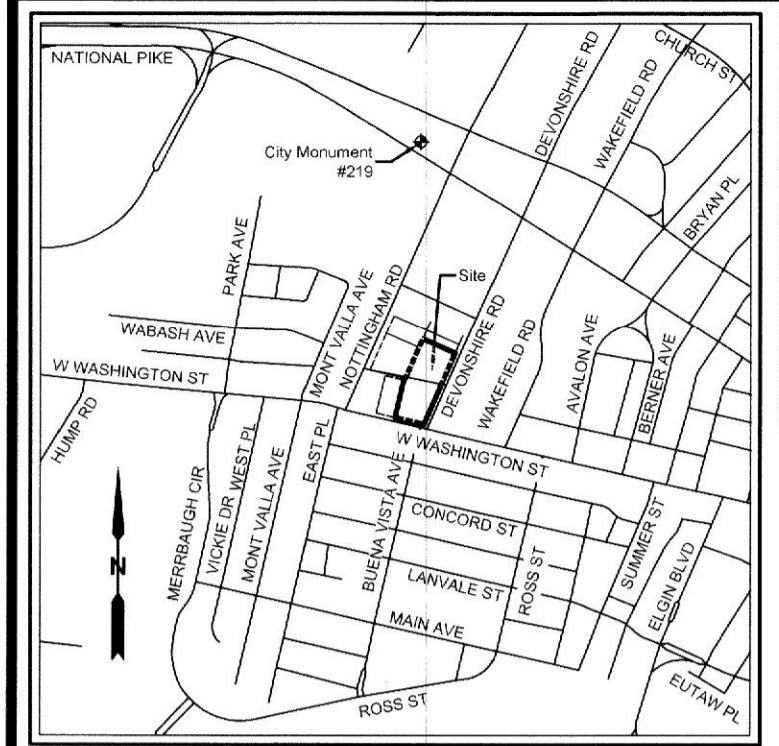
**I HEREBY CERTIFY**, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

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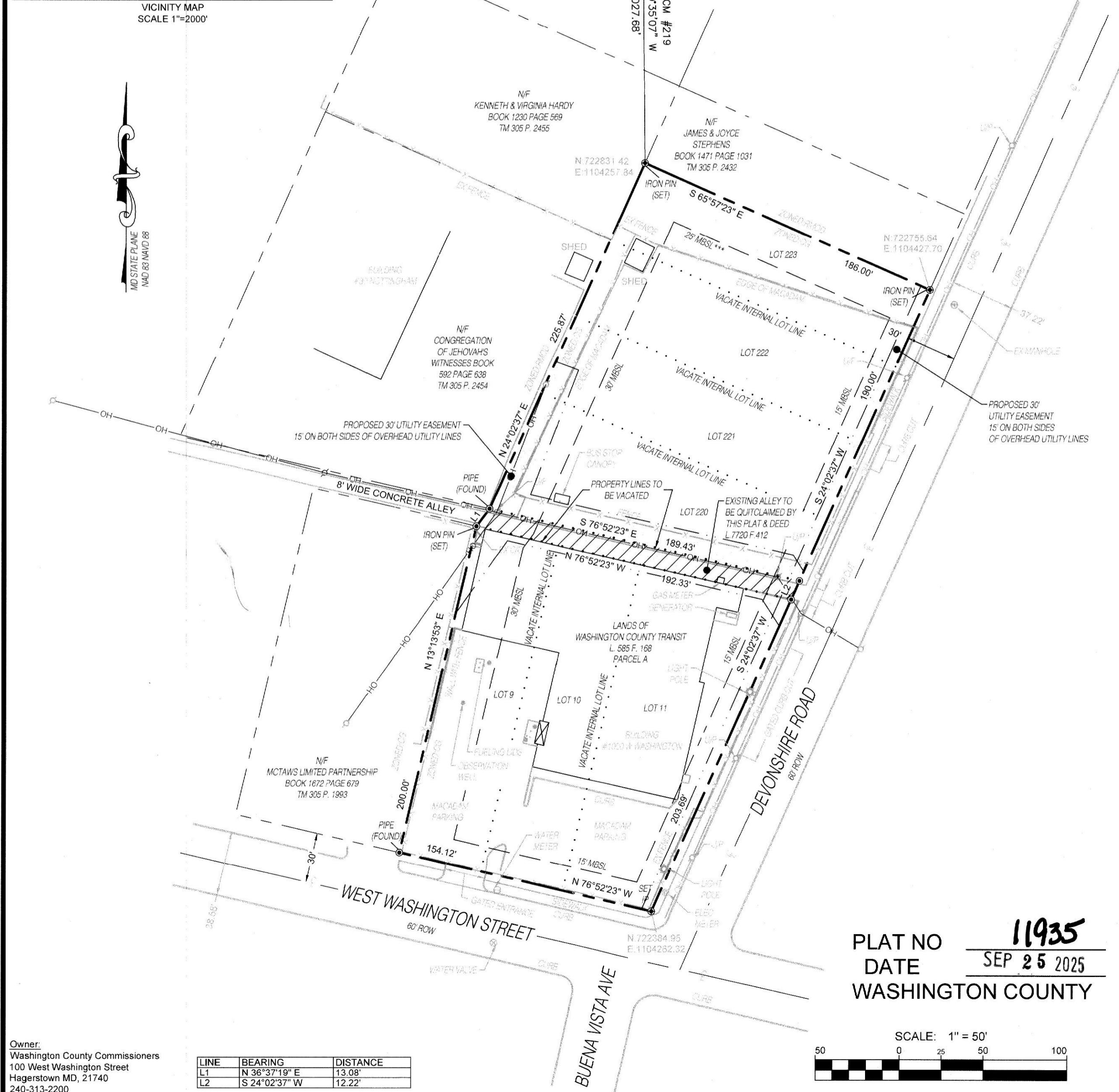
**Mail to:** The Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.  
30 Nottingham Road

Hagerstown, Maryland 21740

**Attn: Ortez Jones, Trustee**



AREA TABULATION  
LANDS OF  
WASHINGTON COUNTY TRANSIT  
L 585 F. 168  
0.23 Ac. (LOT 9)  
0.23 Ac. (LOT 10)  
0.33 Ac. (LOT 11)  
0.25 Ac. (LOT 220)  
0.20 Ac. (LOT 221)  
0.20 Ac. (LOT 222)  
0.20 Ac. (LOT 223)  
+ 0.05 Ac. (ALLEY QUIT CLAIM)  
1.69 Ac. (NEW PARCEL A)



Community Water Supply and Community Sewerage Systems (Existing systems)

This proposed subdivision of land as represented hereon and on the approved preliminary plan has been found to be in compliance with the Code of Maryland Regulations 26.04.03 allowing for the subdivision of land utilizing community water supply systems and community sewerage systems. This subdivision is in conformance with the current approved County Comprehensive Water and Sewer Plan therefore complies with Environment Article §9-512. The Washington County Health Officer is the delegated authority per Environment Article §1-301 therefore the Health Officer's signature on the plat certifies that the parcels shown hereon are in compliance with the pertinent laws and regulations as of the approval date.

Earl E. Shire  
Approving Authority

9/18/2025  
Date

Note - Subdivisions served by Community Water Supply and Community Sewerage Systems must include on the plat the owner statement below:

As the owner of this property, I hereby certify that community water supply and sewerage facilities will be available to all lots offered for sale.

John Barr  
Date

9-16-25  
Date

CERTIFICATE OF APPROVAL

I do hereby certify that the Plan of Subdivision shown hereon complies with the Subdivision Ordinance for the City of Hagerstown, Maryland, with the exception of such variances, if any, as noted on this Plat and in the minutes of the Hagerstown Planning Commission, and is approved for recording in the Offices of the Register of Deeds.

Clinton J. Dan  
Hagerstown Planning Commission  
Date

Void if not recorded in the Land Records Office of Washington County within 180 days of the above signature. The clerk of the Court shall not record this document more than 180 days after the above date.

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications required by the Hagerstown Subdivision Ordinance.

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731. Expiration Date 1/16/2026.

Sept. 17 2025  
Date

Clinton J. Dan  
Professional Surveyor

ADDITIONAL OWNER'S STATEMENT

The undersigned grant to the City of Hagerstown, Maryland (hereinafter called CITY) a perpetual easement for the purpose of constructing, reconstructing, inspecting, operating, maintaining, repairing, altering, and removing electric and communication lines including all necessary poles, wires, anchors, cables, conduits, meters, and other facilities over, under, upon, and along either or both parcels; together with the perpetual right of ingress and egress at all times over either or both parcels, for pedestrian, vehicle, and equipment traffic to and from said facilities.

Said electric and communication lines may be located as follows:

- 1) Facilities may be located within the UTILITY EASEMENT indicated on the Plat; and elsewhere as indicated on the Plat.
- 2) Facilities may also be located along, in, and adjacent to public dedicated roadways, streets, alleys, and similar reservations. Wires may be strung between any poles, and other facilities may be located within the 15' front and 10' rear setbacks.
- 3) Service lines may also be extended by the most direct practical route to any buildings on the herein described property or properties adjacent thereto. The City shall have the right to permit the joint occupancy and installation of wires, cables, conduits, or other facilities of any company or persons.
- 4) The City shall have the right at all times to cut, trim, remove, or by other means clear and keep clear trees, shrubs, fences, structures, or any other obstructions over, under, and alongside the City's facilities sufficiently for the safe and proper operation, maintenance, and use thereof.
- 5) The City will reseed those portions of grass lawns anywhere on said premises dug up or destroyed in connection with the City's work at any time or times it is completed.
- 6) The City will not be liable in writing of any damages sustained by the grantors is not given to the City within six (6) months after such damages are suffered, it is understood and agreed that such damage are waived.

Trees, structures, buildings, and other obstructions shall not be placed under or over said facilities, and adequate horizontal clearances, with a five (5') foot minimum, must be maintained. Gardens, shrubbery, and the usual fences may be placed below OVERHEAD SERVICE LINES; provided such obstructions do not interfere with the safe and proper operation and maintenance of the City's facilities. No fences, shrubbery, or other obstructions whatever may be placed within the UTILITY EASEMENT shown on the Plat.

The provisions hereof inure to the benefit of and bind the successors, heirs, licensees, and/or assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

John F. Barr  
Owner, John F. Barr, President Washington County Board of County Commissioners

9-16-25  
Date

CERTIFICATION OF ENTITIES OF OWNERSHIP AND DEDICATION

Washington County Board of County Commissioners herein after called 'entity' by John F. Barr its duly authorized President does hereby certify, that the entity is the legal and true owner of the property shown and described on this plat and that it hereby adopts the plan of subdivision shown hereon, hereby establishes the minimum building restriction lines shown hereon, hereby dedicates to public use all utility and drainage easement areas and alley rights-of-way, hereby agrees to keep open all spaces and recreation areas shown hereon, and hereby agrees that said dedications shall not impose any responsibility on the City of Hagerstown regarding the subjects of such dedications until legal acceptance thereof by said City.

This entity hereby reserves the fee simple title to the land underlying said easements, rights-of-way, open spaces and recreation areas. This entity hereby agrees to convey the fee simple title for all public street rights-of-way to the City, without consideration, upon request.

There are no suits, actions at law, leases, liens, mortgages, trusts, easements or rights-of-way affecting the property included in this plan of subdivision except the following:

This Certification of Ownership and Dedication shall be binding upon the entity's grantees, assigns, successors, heirs, and personal representatives and all parties and interests thereto have hereunto affixed their signatures indicating their assent to this Plan of Subdivision.

WITNESS our hands and seals this 16<sup>th</sup> day of Sept. 2025

WITNESS:  
Dawn J. Marcus

John F. Barr  
John F. Barr, President Washington County Board of County Commissioners

GENERAL NOTES

1. Parcel is zoned CG (Commercial General) Per City of Hagerstown. Minimum Building Setback Lines: Front - 15'; Rear - 30'; Side - 10\*\*\*  
\*\*\* 25' Side Yard Minimum Width when adjoining Residential Zoning.
2. City Unique I.D. Numbers prior to subdivision are 05-09, 10, 11, 220 221, 222, 223.
3. Bearings and Distances based on MD Grid North NAD 83 as tied to CM 219.
4. This parcel does not lie within the limits of the 100 year Flood plain per FEMA Flood Insurance Rate Map Community Panel #24043C0138D, dated August 15, 2017. Flood Zone X.
5. This is a subdivision of the lands conveyed by Elizabeth Moore Hoffman and Charles W. Hoffman and Elizabeth H. Pollock, to the County Commissioners of Washington County, by deed dated September 25, 1974 recorded among the Land Records of Washington County, in Liber 585, folio 168, and quit claim L.7720, F.412 from the City of Hagerstown to Board of County Commissioners of Washington County.
6. There is no existing or proposed Forest Conservation Easements on this site. Ordinance O-25-06 Approved the Quit Claim for the Alley and is recorded in L.7720, F.412.
7. There are no associated planning or zoning cases affiliated with this site.
8. The purpose of this Plat is to consolidate existing lots into one plat of record and to quit claim the existing alleyway shown hereon.
9. There are no known private deed restrictions.

FINAL PLAT FOR THE CONSOLIDATION OF  
LOTS 9, 10, 11, 220, 221, 222, 223 OF SECTION F. WAKEFIELDS  
ADDITION TO HAGERSTOWN, PF # 175, DEC, 29, 1923

1000 WASHINGTON ST AND  
CORNER OF DEVONSHIRE ROAD  
CITY OF HAGERSTOWN, WASHINGTON COUNTY  
25TH ELECTION DISTRICT  
WASHINGTON COUNTY TRANSIT / WASH. CO. BOARD OF COUNTY COMMISSIONERS  
1000 WASHINGTON STREET, HAGERSTOWN MD 21740

PROJECT NO. 2024-0280  
DWN BY MTJ DATE 11-22-2024  
PROJECT MANAGER: FFrederick  
EMAIL: FFrederick@fsa-inc.com  
PROPERTY INFORMATION / ACCT # 305-00-1992 / 25-035194  
SCALE 1" = 50'  
SHEET TITLE

SUBDIVISION PLAT  
S-2025-07  
SHEET 01 OF 01



tsainc.com  
LAND PLANNERS

15 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17068  
717.701.5501

FSAC  
FREDERICK, SEIBERT & ASSOCIATES, INC.  
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
365 SOUTH UNIONPORT ROAD  
GREENCASTLE, PA 17225  
717.597.1000

1112 WILMINGTON STREET  
HAGERSTOWN, MD 21740  
301.791.3600

NO TITLE EXAM

THIS QUIT CLAIM DEED, made this 17<sup>th</sup>, day of June 2025, by and between CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, party of the first part, Grantor, and the Board of County Commissioners of Washington County, Maryland, party of the second part, Grantee.

RECITALS

The GRANTOR has an interest in an approximately 12 foot wide alley which runs east-west between Devonshire Road and Nottingham Road, in the City of Hagerstown, Maryland, commonly known and designated as Alley 1-35.

The Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, and pursuant to Section 5-204 of the Local Government Article of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the eastern portion of said Alley 1-35, as hereinafter described and shown, is no longer needed for a public purpose.

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on April 29, 2025 passed an ordinance declaring the hereinafter described property is not needed for a public purpose.

WHEREAS, The Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in the eastern portion to said alley to the Grantee herein.

The purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to the Board of County Commissioners of Washington County, Maryland.

WHEREAS, Each and every paragraph of this Recital is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof.

WITNESSETH:

NOW, THEREFORE, the GRANTOR, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to GRANTEE, all the right, title, interest, estate, claims, and demands, both at law and in equity of the GRANTOR in and to the hereinafter described portion of the bed of Alley 1-35, situate and lying in Election District 25, City of Hagerstown, Washington County, Maryland, with a legal description prepared by Frederick Seibert & Associates, Inc., attached hereto as Exhibit A, and incorporated by reference.

The above-described parcel is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. The City specifically reserves unto itself a perpetual and permanent easement over all of said.

045

0-25-06

quitclaimed property for access to the electric and communication system including all trenches, conduits, cables, poles, guy wires & anchors, and other facilities over, under, and upon said property, for the purpose of constructing, inspecting, maintaining, repairing, altering, replacing, operating and/or removing said utility lines, with the further right to install, maintain, operate and replace its facilities without responsibility for any damages caused thereby to trees, bushes and undergrowth, and other obstructions interfering with the safe and proper operation and maintenance thereof. This easement is for the benefit of the City and shall be covenant running with said lands and binding upon the Board of County Commissioners of Washington County, Maryland, its heirs, successors and assigns.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, they elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is conveyed subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and attested by the City Clerk.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL:

Donna K. Spickler  
Donna K. Spickler  
City Clerk

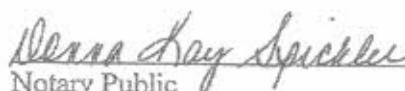
CITY OF HAGERSTOWN

By: William B. McIntire (SEAL)  
William B. McIntire  
Mayor

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY, That on this 17<sup>th</sup> day of June, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B. McIntire, who acknowledged himself to be the Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he as such Officer being authorized so to do, executed the foregoing Quit Claim Deed for the purposes therein by signing, in my presence, the name of the City of Hagerstown, by himself as Mayor, and certified that this conveyance is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

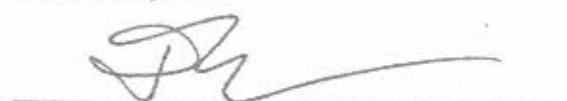
AS WITNESS my hand and Notarial Seal.

  
Dennis Kay Spicker

Notary Public

My Commission Expires: December 8, 2026

I HEREBY CERTIFY, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

  
Jason Morton

Mail to: Board of County Commissioners of Washington County, Maryland  
100 West Washington Street  
Hagerstown, Maryland 21740  
Attn: Mr. Andrew Eshleman, P.E., Director, Public Works

Payment of Property Tax  
Not Required to Record this Instrument.  
Robert M. Breeding, Treasurer July 7-9-25

Description of lands to be quit claimed by the City of Hagerstown to The County Commissioners of Washington County, Maryland

Situate on the north side of West Washington and along the west side of Devonshire Road in Election District No. 25, City of Hagerstown, Washington County, Maryland and being more particularly described in accordance with a survey dated October 2024 by Frederick, Seibert and Associates, Inc. as following:

Beginning at a point at the most northeastern corner of Lot 11, Section F, Wakefield Addition to Hagerstown and recorded at Plat folio 175, said point also being the intersection of the western right-of-way line of Devonshire Road with the southern right-of-way line of a 12 foot public alley, thence running along the northern boundary of Lots 9, 10 and 11 of Wakefield Addition to Hagerstown and along the southern right-of-way line of said 12 foot public alley N 76°52'23" W 192.33 feet to the most northwestern corner of Lot 9, Section F Wakefield Addition to Hagerstown, thence crossing said alley, N 36°37'19" E 13.08 feet to the most southwestern corner of Lot 220, Section C Wakefield Addition as recorded at Plat folio 255, thence running with the northern right-of-way line of said 12 foot public alley S 76°52'23" E 189.43 feet to intersect the western right-of-way line of Devonshire Road, thence across the mouth of said alley and with the western right-of-way line of Devonshire Road, S 24°02'37" W 12.22 feet to the place of beginning;

Containing 2290 square feet of land, more or less;

Said lands being that portion of a 12 foot public alley running along the north side of Lots 9, 10 and 11 of Section F Wakefield Addition to Hagerstown and Washington County Plat folio 175.

FMF/vab.2024-0280 desc

EXHIBIT A

LR - Government 0.00  
 Instrument  
 Agency Name: Board of  
 County Commissioners  
 Instrument List: Deed  
 Describe Other:  
 between City of  
 Hagerstown  
 Ref:  
 ======  
 Total: 0.00  
 07/09/2025 09:18  
 CC21-RZ  
 #19050319 CC0403 -  
 Washington  
 County/CC04.03.03 -  
 Register 03

This page not to be counted in calculating Recording Fee

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**Clerk of Circuit Court**  
**Washington County, Maryland**  
 Kevin R. Tucker, Clerk  
 24 Summit Avenue  
 Hagerstown, MD 21740  
 301-790-7991

**For Clerks Use Only**

Improvement Fee	_____
Recording Fee	_____
County Transfer Tax	_____
Recordation Tax	_____
State Transfer Tax	_____
Non-Resident Tax	_____
<b>TOTAL</b>	_____

## State of Maryland Land Instrument Intake Sheet

□ Baltimore City     County, Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments		<input type="checkbox"/> Check Box if addendum/lease Form is Attached.				Space Reserved for Clerk/Court/Deed Recording Validation	
		Deed	Mortgage Lease	Other	Other		
2 Conveyance Type		Deed of Trust					
Check Box		Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale		
3 Tax Exemptions (if applicable)		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Arms-Length Sale [4]		
Cite or Explain Authority		Recordation					
4 Consideration and Tax Calculations		Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration		
		Purchase Price/Consideration	\$		Transfer Tax Consideration	\$	
		Any New Mortgage	\$		X ( ) %	= \$	
		Balance of Existing Mortgage	\$		Less Exemption Amount	= \$	
		Other:	\$		Total Transfer Tax	= \$	
		Other:	\$		Recordation Tax Consideration	\$	
		Full Cash Value:	\$		X ( ) per \$500	= \$	
5 Fees		Amount of Fees	Doc. 1		Doc. 2	Agent:	
		Recording Charge	\$		\$	Tax Bill:	
		Surcharge	\$		\$	C.B. Credit:	
		State Recordation Tax	\$		\$	Ag. Tax/Other:	
		State Transfer Tax	\$		\$		
		County Transfer Tax	\$		\$		
		Other	\$		\$		
6 Description of Property		District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		25	N/A	N/A	N/A	N/A	<input type="checkbox"/> (5)
			Subdivision Name	Lot (3a)	Block (3b)	Sect/A.R (3c)	Plat Ref. SqFt/Acreage (4)
			n/a			175	2290
		Location/Address of Property Being Conveyed (2)					
		N/A- Alley					
		Other Property Identifiers (if applicable)					
		Water Meter Account No.					
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____					
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: _____					
7 Transferred From		If Partial Conveyance, List Improvements Conveyed:					
		Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)		
		City of Hagerstown					
		Doc. 1 – Owner(s) of Record, If Different from Grantor(s)			Doc. 2 – Owner(s) of Record, If Different from Grantor(s)		
8 Transferred To		Doc. 1 – Grantor(s) Name(s)					
		Board of County Commissioners of Washington County, Maryland					
		New Owner's (Grantee) Mailing Address					
747 Northern Avenue, Hagerstown MD 21740							
9 Other Names to Be Indexed		Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)		
10 Contact/Mail Information		Instrument Submitted By or Contact Person			<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided		
		Name: Todd Moser					
		Firm: Washington County					
		Address: 747 Northern Avenue					
		Hagerstown, MD 21740			Phone: ( )		
11		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
Assessment Information		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
12 Terminal Verification		Assessment Use Only – Do Not Write Below This Line					
Transfer Number		Agricultural Verification		Whole	Part	Trans. Process Verification	
		Date Received:		Deed Reference:		Assigned Property No.:	
Year		20	20	Geo.	Map	Sub	Block
Land				Zoning	Grid	Plat	Lot
Buildings				Use	Parcel	Section	Occ. Cd.
Total				Town Cd.	Ex. St.	Ex. Cd.	
REMARKS:							

Space Reserved for County Validation