



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

June 3, 2025

OPEN SESSION AGENDA

- 8:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
- 8:00 AM CITIZEN PARTICIPATION - (*Citizen participation is scheduled for a minimum of 30 minutes and each citizens' comment will be limited to 3 minutes. This time limit will be strictly enforced by the President. Please see the County's website at WASHCO-MD.NET for complete Meeting Conduct and Meeting Sequence Rules.*)
- 8:30 AM RECESS
- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *May 8, 2025*
May 13, 2025
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:25 AM 1. POST LEGISLATIVE REVIEW SESSION
Bruce Bereano, Lobbyist, Washington County
- 9:45 AM 2. FY25 BUDGET ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S GENERAL FUND BUDGET
Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools; Eric Sisler, Executive Director of Finance, Washington County Public Schools
- 9:50 AM 3. AMENDMENTS TO THE ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO) AND THE BUILDING EXCISE TAX ORDINANCE (BETO) CONTINUED FROM MAY 6, 2025
Jill Baker, Director, Planning and Zoning
- 10:20 AM 4. FOP AND NCEU COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING APPROVAL
Sheriff Brian Albert, Washington County Sheriff's Office; Col. Pete Lazich, Washington County Sheriff's Office; Andrew Bright, Attorney, Washington County Sheriff's Office; Eric Paltell, Council for BOCC; Chip Rose, Director, Human Resources; Dominick Turano, Deputy Director, Human Resources; Zachary Kieffer, County Attorney

- 10:25 AM 5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0191) – PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DIVISION OF EMERGENCY SERVICES
Brandi Kenter, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services; David Hays, Director, Emergency Services
6. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0192) – PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DIVISION OF EMERGENCY SERVICES
Brandi Kenter, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services; David Hays, Director, Emergency Services
7. SOLE SOURCE PROCUREMENT (PUR-1752) FIRE HOUSE SOFTWARE AGREEMENT FOR DIVISION OF EMERGENCY SERVICES
Brandi Kenter, Director, Purchasing; David Hays, Director, Emergency Services
8. BID AWARD (PUR-1740) - LEACHATE HAULING FROM COUNTY LANDFILL
Brandi Kentner, Director, Purchasing; David Mason, Deputy Director, Solid Waste
9. BID AWARD (PUR-1742) – ELECTRONICS RECYCLING
Brandi Kentner, Director, Purchasing; David Mason, Deputy Director, Solid Waste
10. RENEWAL/EXTENSION – SOLE SOURCE PROCUREMENT AWARD (PUR-1654) - MUNIS SOFTWARE (UTILITY BILLING) SUPPORT
Brandi Kentner, Director, Purchasing; Angie Poffenberger, Deputy Director – Software Support and Training, Budget and Finance
- 10:45 AM 11. BID AWARD (PUR-1735) SECTION A (NORTH) RETENTION POND MOWING FOR THE DEPARTMENT OF STORMWATER AND WATERSHED SERVICES
Carin Bakner, Buyer, Purchasing; John Swauger, Stormwater Management Quality, Water Quality
- 10:50 AM 12. BID AWARD (PUR-1730) – DIGITAL AIR PARK SIGN AT HAGERSTOWN REGIONAL AIRPORT
Carin Bakner, Buyer, Purchasing; Andrew Eshleman, Director, Public Works
- 10:55 AM 13. ASHCRAFT-RICE RURAL LEGACY PROGRAM (RLP) EASEMENT
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 11:00 AM 14. BOND RURAL LEGACY PROGRAM (RLP) EASEMENT
Chris Boggs, Rural Preservation Administrator, Planning and Zoning

- 11:05 AM 15. POLICE ACCOUNTABILITY, COMMUNITY, AND TRANSPARENCY (PACT) GRANT
Lt. Daniel Monn, CALEA Accreditation Manager, Washington County Sheriff's Office; Carsten Ahrens, Senior Grant Manager, Grant Management
- 11:10 AM 16. DEPARTMENT OF SOCIAL SERVICES CHILD SUPPORT ENFORCEMENT GRANT FOR FY26
Lt. James Grimm, Washington County Sheriff's Office; Carsten Ahrens, Senior Grant Manager, Grant Management
- 11:15 AM 17. MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING (PRIORITY DISPATCH SYSTEM)
Alan Matheny, Director, Emergency Management and Communications; Richard Lesh, Grant Manager, Grant Management
- 11:20 AM 18. MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING (SECURITY ENHANCEMENTS)
Alan Matheny, Director, Emergency Management and Communications; Richard Lesh, Grant Manager, Grant Management
- 11:25 AM 19. AGRICULTURE – JUNE IS NATIONAL DAIRY MONTH
Danielle Weaver, Director, Public Relations and Marketing; Katie Yoder, Multimedia Specialist, Public Relations and Marketing; Kelsey Keadle, Business Specialist – Agriculture, Business and Economic Development
- 11:30 AM 20. APPROVAL OF ZONING MAP AMENDMENT RZ-25-001
Aaron Weiss, Assistant County Attorney, County Attorney's Office
- 11:35 AM 21. APPROVAL OF TRI-PARTY MOU FOR THE NEW DOWNSVILLE ELEMENTARY SCHOOL FACILITY
Rosalinda Pascual, Deputy County Attorney
- 11:40 AM 22. EMS STAFFING TRANSITION DISCUSSION, VOLUNTEER FIRE COMPANY OF HALFWAY
R. David Hays, Director, Emergency Services; David Chisholm, Deputy Director – Field Operations, Emergency Services; James Sprecher, Jr., President, WCVFRA; Justin Gearhart, President, Volunteer Fire Company of Halfway; James Drawbaugh, Chief, Volunteer Fire Company of Halfway
- 11:50 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; or any other personnel matter that affects one or more specific individuals (1). Personnel matters are confidential, precluding discussion in open session.*

- *Discussion of reclassification of vacant position in IT*

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

- *Update from County Attorney on County-involved legal matters.)*

12:30 PM RECONVENE IN OPEN SESSION

RECESS

6:00 PM 2040 COMPREHENSIVE PLAN UPDATE HEARING – Public Safety Training Center, 18350 Public Safety Place, Hagerstown, Maryland 21740

Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to the contactcommissioners@washco-md.net.

You may also contact each Commissioner individually at:

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

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

Derek Harvey, Commissioner: dharvey@washco-md.net or (240) 313-2206

Randy Leatherman, Commissioner: rleatherman@washco-md.net or (240) 313-2209;

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

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



Agenda Report Form

Open Session Item

SUBJECT: Post Legislative Review Session

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Bruce C. Bereano, Lobbyist, Washington County

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Final Update on 2025 Legislative Session

DISCUSSION: Summary of 2025 Legislative Session

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ATTACHMENTS: Legislative Tracking Report



Bruce Bereano <bruce@lobbyannapolis.net>

Fwd: MGA Tracking: For Tracking list: Washington County - 04/08/2025 02:01 a.m.

1 message

Bruce Bereano <bruce@lobbyannapolis.net>

Tue, Apr 8, 2025 at 8:57 AM

To: "Barr, John F." <jbarr@washco-md.net>, "Cline, Jeff" <jcline@washco-md.net>, "Keefer, Wayne K." <wkeefe@washco-md.net>, "Wagner, Randall" <rwagner@washco-md.net>, "Harvey, Derek" <dharvey@washco-md.net>, "Gordon, Michelle" <mgordon@washco-md.net>, "Priebe, Michelle L." <mpriebe@washco-md.net>, "Kieffer, Zachary" <zkieffer@washco-md.net>

Now with the 2025 Session of the Maryland Legislature adjourned and ended last night, I am forwarding you a **final status** of bills I had identified as of interest and/or impact to you that I was tracking. Please always feel free to ask me any questions or request any additional information.

Bruce

Office of Bruce C. Bereano
191 Duke of Gloucester Street
Annapolis, MD 21401
(410) 267-0410 Office
(410) 458-5090 Cell
(410) 267-0177 Fax

----- Forwarded message -----

From: <no-reply@mlis.state.md.us>

Date: Tue, Apr 8, 2025 at 2:01 AM

Subject: MGA Tracking: For Tracking list: Washington County - 04/08/2025 02:01 a.m.

To: <bruce@lobbyannapolis.net>

Current Status 2025 Regular Session - For Tracking list: Washington County (All Bills) - Created on: 04/08/2025 02:01 a.m.

Number/ Chapter (Cross File) Total: 99	Title	Primary Sponsor	Status	Original House Committee(s) and Hearing Dates	Opposite House Committee(s) and Hearing Dates
HB0004 (SB0120)	Restrictions on Use - Solar Collector Systems - Alteration	Delegate Smith	Returned Passed	Environment and Transportation 1/24/2025 - 2:30 p.m.	Judicial Proceedings
HB0020 (SB0198)	Transportation – Consolidated Transportation Program – Prioritization (Transportation Investment Priorities Act of 2025)	Chair, Appropriations Committee	Hearing 2/11 at 1:00 p.m. (Appropriations)	Appropriations 2/11/2025 - 1:00 p.m. Environment and Transportation	
HB0023	Property Taxes - Authority of Counties to Establish a Subclass and Set a Special Rate for Commercial and Industrial Property	Delegate Fair	Hearing 3/27 at 1:00 p.m.	Ways and Means 1/28/2025 - 1:00 p.m.	Budget and Taxation 3/27/2025 - 1:00 p.m.

HB0028	Constitutional Amendment - Form of County Government - Requirement to Adopt Charter Home Rule	Delegate Bouchat	Hearing 1/28 at 2:00 p.m.	Environment and Transportation 1/28/2025 - 2:00 p.m.	
HB0037	Declaration of Rights - Right to Organize	Delegate Vogel	Hearing 1/28 at 1:30 p.m.	Appropriations 1/28/2025 - 1:30 p.m.	
HB0061	School Buildings - Solar Technologies - Parking Lot Solar Canopies	Delegate Charkoudian	Hearing 4/04 at 2:40 p.m.	Appropriations 1/28/2025 - 1:30 p.m.	Budget and Taxation 4/4/2025 - 2:40 p.m.
HB0081 (SB0661)	Real Property - Condemnation - Compensation for Farm and Agricultural Property (Protect Maryland Farm Lands Act)	Delegate Mangione	Unfavorable Report by Economic Matters	Economic Matters 1/23/2025 - 1:00 p.m.	
HB0085	State and Local Government - Sanctuary Policies and Enforcement of Federal Immigration Law (Rachel Morin Act)	Delegate Mangione	Hearing 2/19 at 11:00 a.m.	Judiciary 2/19/2025 - 11:00 a.m.	
HB0097 (SB0409)	Economic Development - County or Municipal Corporation Economic Development Authority - Powers and Use of Proceeds	Delegate Qi	Hearing 2/20 at 1:00 p.m. (Ways and Means)	Ways and Means 2/20/2025 - 1:00 p.m.	
HB0101 (SB0204)	Property Tax - Deadline to Set County and Municipal Corporation Tax Rates - Alteration	Chair, Ways and Means Committee	Hearing 1/21 at 1:00 p.m.	Environment and Transportation 2/14/2025 - 1:30 p.m.	
HB0134 (SB0498)	Motor Vehicles - School Buses - Seat Belts	Delegate Taveras	Hearing 2/14 at 1:30 p.m. (Environment and Transportation)	Ways and Means 2/14/2025 - 1:30 p.m.	
HB0147	County Boards of Education - Student Technology Use Policy - Requirements	Delegate Wu	Conference Committee Appointed	Ways and Means 1/23/2025 - 1:00 p.m.	Education, Energy, and the Environment 4/2/2025 - 3:00 p.m.
HB0151 (SB0070)	County Income Tax - Rate and Income Brackets - Alterations	Delegate Palakovich Carr	Hearing 1/30 at 1:00 p.m.	Ways and Means 1/30/2025 - 1:00 p.m.	
HB0205 (SB0124)	Employment Standards - Firefighters - Payment of Wages and Payroll Information	Delegate Solomon	First Reading Finance	Appropriations 1/28/2025 - 1:30 p.m.	Finance
HB0324 (SB0293)	County Boards of Education - Antibias Training for Members - Requirement (County Board Member Antibias Training Act)	Delegate Korman	Returned Passed	Ways and Means 1/29/2025 - 1:00 p.m.	Education, Energy, and the Environment
HB0340	Climate Change - Attorney General Actions, Climate Change Restitution Fund, and Climate Change Restitution Fund Advisory Council	Delegate Ruth	Hearing 2/11 at 1:00 p.m.	Health and Government Operations 2/11/2025 - 1:00 p.m.	
HB0391	County Boards of Education - Elections for Members	Delegate Long, J.	Hearing 2/11 at 1:00 p.m.	Ways and Means	

	Representing Specific Districts - Alterations			2/11/2025 - 1:00 p.m.	
HB0459 (SB0374)	Counties - Cancer Screening for Professional Firefighters - Required Coverage (James "Jimmy" Malone Act)	Delegate Pruski	Returned Passed	Health and Government Operations 2/6/2025 - 1:00 p.m.	Finance
HB0478 (SB0504)	Hagerstown Community College Police Force - Jurisdiction	Washington County Delegation	Passed Enrolled	Judiciary 2/25/2025 - 1:00 p.m.	Judicial Proceedings
HB0481 (SB0503)	Washington County - Board of License Commissioners - Membership	Washington County Delegation	Returned Passed	Economic Matters 2/17/2025 - 1:00 p.m.	Finance Education, Energy, and the Environment
HB0511 (SB0449)	Frederick and Washington Counties - Bow Hunting - Openly Carrying Handguns	Frederick County Delegation	Hearing 2/26 at 1:00 p.m.	Environment and Transportation 2/26/2025 - 1:00 p.m.	
HB0630 (SB0368)	County Boards of Education - Student Cellular Phone Use Policy - Establishment (Maryland Phone-Free Schools Act)	Delegate Boafu	Hearing 2/12 at 1:00 p.m.	Ways and Means 2/12/2025 - 1:00 p.m.	
HB0631 (SB0189)	Eminent Domain - Agricultural and Conservation Easements - Prohibited Taking	Delegate Guyton	Hearing 3/06 at 1:00 p.m.	Economic Matters 3/6/2025 - 1:00 p.m.	
HB0641	State Property Tax - Transportation Funding (Transportation Funding Act of 2025)	Delegate Ruth	Hearing 2/11 at 1:00 p.m. (Ways and Means)	Ways and Means 2/11/2025 - 1:00 p.m.	
HB0698 (SB0814)	Local Government - Development Impact Fees, Surcharges, and Excise Taxes - Reporting	Delegate Allen	Passed Enrolled	Appropriations Environment and Transportation 2/11/2025 - 1:00 p.m.	Budget and Taxation 3/27/2025 - 1:00 p.m.
HB0717	Natural Resources - Public Lands - Acquisition, Staffing, Operations, and Funding	Chair, Environment and Transportation Committee	Passed Enrolled	Environment and Transportation 2/12/2025 - 1:00 p.m.	Education, Energy, and the Environment 3/25/2025 - 1:00 p.m.
HB0736 (SB0843)	School Construction - Local Cost-Share - Alterations	Delegate Ghrist	Hearing 2/11 at 1:00 p.m.	Appropriations 2/11/2025 - 1:00 p.m.	
HB0739 (SB0478)	Public Utilities - Solar Energy Generating Stations - Local Approval	Delegate Ghrist	Hearing 3/06 at 1:00 p.m.	Economic Matters 3/6/2025 - 1:00 p.m.	
HB0742 (SB0640)	Public Utilities - Solar Energy Generating Stations - Eminent Domain	Delegate Ghrist	Hearing 3/06 at 1:00 p.m.	Economic Matters 3/6/2025 - 1:00 p.m.	
HB0749 (SB0580)	Washington County - Public Safety - Buildings Used for Agritourism	Washington County Delegation	Returned Passed	Environment and Transportation 2/19/2025 - 1:00 p.m.	Education, Energy, and the Environment
HB0750 (SB0596)	Washington County - Property Tax Credit - Economic Development Projects	Washington County Delegation	Returned Passed	Ways and Means 2/11/2025 - 1:00 p.m.	Budget and Taxation

HB0751	Municipalities - Annexed Land - Land Use and Density	Delegate Schindler	Hearing 2/18 at 1:00 p.m.	Environment and Transportation 2/18/2025 - 1:00 p.m.	
HB0752	Commission on State and Local Government Real Property Bearing Confederate Names	Delegate Schindler	Hearing 3/04 at 1:00 p.m.	Health and Government Operations 3/4/2025 - 1:00 p.m.	
HB0760	Counties and Municipalities - Approval of Projects Denied by Maryland Historical Trust - Authorization	Delegate Ghrist	Unfavorable Report by Environment and Transportation; Withdrawn	Environment and Transportation	
HB0768 (SB0546)	Municipal Incorporation - County Commissioners or County Council - Required Approval of Referendum Request	Delegate Johnson, S.	Hearing 2/18 at 1:00 p.m.	Environment and Transportation 2/18/2025 - 1:00 p.m.	
HB0811 (SB0526)	Counties – Construction of Sidewalks and Crosswalks – Safe Alternative Routes to Public Schools	Delegate Terrasa	Hearing 3/04 at 1:00 p.m. (Environment and Transportation)	Environment and Transportation 3/4/2025 - 1:00 p.m. Ways and Means	
HB0827 (SB0983)	Solar Energy - Distributed Generation Certificate of Public Convenience and Necessity, Ground-Mounted Solar, and Small Solar Siting Workgroup	Delegate Clippinger	Hearing 3/13 at 1:00 p.m.	Economic Matters 3/13/2025 - 1:00 p.m.	
HB0983 (SB0685)	Election Law - Local Boards of Elections - Language Assistance Program	Delegate Mireku-North	Passed Enrolled	Ways and Means 2/18/2025 - 1:00 p.m.	Education, Energy, and the Environment
HB1036 (SB0931)	Public Utilities - Generating Stations - Generation and Siting (Renewable Energy Certainty Act)	Delegate Wilson	Returned Passed	Economic Matters 2/28/2025 - 1:30 p.m.	Education, Energy, and the Environment
HB1043	Maryland Voting Rights Act of 2025 - Voter Suppression and Vote Dilution	Delegate Smith	Hearing 2/24 at 11:00 a.m.	Ways and Means 2/24/2025 - 11:00 a.m.	
HB1058	Emission Standards, Ambient Air Quality Standards, and Solid Waste Management - Local Authority	Delegate Terrasa	Hearing 2/26 at 1:00 p.m.	Environment and Transportation 2/26/2025 - 1:00 p.m.	
HB1061	State-Owned Property - Inventory and Disposition - Housing	Delegate Moon	Hearing 3/27 at 1:00 p.m.	Appropriations 2/25/2025 - 1:00 p.m.	Budget and Taxation 3/27/2025 - 1:00 p.m.
HB1080 (SB0652)	Local Government - Local Personnel - Leave With Pay	Delegate Griffith	Returned Passed	Appropriations 2/25/2025 - 1:00 p.m.	Finance
HB1164	Counties and Municipalities - Homelessness - Local Laws (Right to Rest Act)	Delegate Feldmark	Hearing 3/11 at 1:00 p.m.	Judiciary 3/11/2025 - 1:00 p.m.	
HB1200 (SB0502)	Property Tax - Credit for Law Enforcement Officer or Rescue Worker - Expansion to Judicial Officer	Delegate Valentine	Returned Passed	Ways and Means 2/26/2025 - 1:00 p.m.	Budget and Taxation

HB1258	Consumer Goods - Restrictions Based on Energy Source - Prohibition (Energy Equality Act of 2025)	Delegate Arian	Hearing 3/11 at 1:00 p.m. (Environment and Transportation)	Environment and Transportation 3/11/2025 - 1:00 p.m. Economic Matters	
HB1297	Public Ethics - Local Government and School Boards - Requirements	Delegate Hornberger	Reassigned to Environment and Transportation	Environment and Transportation 2/27/2025 - 1:00 p.m.	
HB1333	Washington County - Property Tax Credit for Disabled Veterans - Eligibility	Washington County Delegation	Hearing 3/27 at 1:00 p.m.	Ways and Means 2/26/2025 - 1:00 p.m.	Budget and Taxation 3/27/2025 - 1:00 p.m.
HB1345 (SB0990)	Consumer Protection - Agricultural Equipment Warranties	Delegate Jacobs	Hearing 3/04 at 1:00 p.m.	Economic Matters 3/4/2025 - 1:00 p.m.	
HB1372	Washington County - Notice of Tax Sale - Alterations	Washington County Delegation	Hearing 3/27 at 1:00 p.m.	Ways and Means 2/26/2025 - 1:00 p.m.	Budget and Taxation 3/27/2025 - 1:00 p.m.
HB1431	State and Local Agencies - Enforcement of Federal Immigration Law - Restrictions on Access to Information (Maryland Data Privacy Act)	Delegate Charkoudian	Hearing 2/27 at 1:00 p.m.	Judiciary 2/27/2025 - 1:00 p.m.	
HB1443 (SB0872)	Local Government - Hiring and Promotion Preferences for Veterans and Spouses of Service Members and Veterans (Families Serve Act)	Delegate Griffith	Returned Passed	Environment and Transportation 3/4/2025 - 1:00 p.m.	Finance
HB1466 (SB0891)	Land Use and Real Property - Accessory Dwelling Units - Requirements and Prohibitions	Delegate Stewart	Returned Passed	Environment and Transportation 3/4/2025 - 1:00 p.m.	Education, Energy, and the Environment
HB1509 (SB0976)	Collective Bargaining - Local Government Employees and Public Employee Relations Act	Delegate Harris	Hearing 3/26 at 2:30 p.m.	Appropriations 3/26/2025 - 2:30 p.m.	
HB1512 (SB0887)	County Boards of Education - Reappointment of Incumbent County Superintendent - Authorization	Delegate Ebersole	Rereferred to Ways and Means	Ways and Means	
HB1549	Departments of Public Works - Water Main Breaks - Publication Requirement	Delegate Conaway	First Reading House Rules and Executive Nominations	Rules and Executive Nominations	
SB0077	State and Local Finance - Use of Funds - Prohibition	Senator Waldstreicher	Hearing 1/15 at 10:30 a.m.	Budget and Taxation 1/15/2025 - 10:30 a.m.	
SB0098	Baltimore County, Frederick County, Howard County, and Washington County Boards of Education – Student Members – Alterations	Senator Lewis Young	Unfavorable Report by Education, Energy, and the Environment; Withdrawn	Education, Energy, and the Environment	
SB0120 (HB0004)	Restrictions on Use - Solar Collector Systems - Alteration	Senator Muse	Returned Passed	Judicial Proceedings 1/15/2025 - 12:00 p.m.	Environment and Transportation 3/25/2025 - 1:00 p.m.

SB0125 (HB0249)	Residential Real Property - Local Limits on Summoning Law Enforcement or Emergency Services	Senator Gile	Returned Passed	Judicial Proceedings 1/23/2025 - 1:00 p.m.	Judiciary
SB0189 (HB0631)	Eminent Domain – Agricultural and Conservation Easements – Prohibited Taking	Senator Brooks	Hearing 1/23 at 1:00 p.m. (Judicial Proceedings)	Judicial Proceedings 1/23/2025 - 1:00 p.m.	Education, Energy, and the Environment
SB0198 (HB0020)	Transportation - Consolidated Transportation Program - Prioritization (Transportation Investment Priorities Act of 2025)	Chair, Budget and Taxation Committee	Hearing 1/29 at 10:30 a.m.	Budget and Taxation 1/29/2025 - 10:30 a.m.	
SB0204 (HB0101)	Property Tax - Deadline to Set County and Municipal Corporation Tax Rates - Alteration	Chair, Budget and Taxation Committee	Returned Passed	Budget and Taxation 1/15/2025 - 10:30 a.m.	Ways and Means 3/18/2025 - 1:00 p.m.
SB0293 (HB0324)	County Boards of Education - Antibias Training for Members - Requirement (County Board Member Antibias Training Act)	Senator Feldman	Returned Passed	Education, Energy, and the Environment 1/29/2025 - 2:30 p.m.	Ways and Means 3/19/2025 - 2:15 p.m.
SB0324 (HB0997)	Admissions and Amusement Tax - Food and Beverages	Senator McCray	Hearing 1/29 at 10:30 a.m.	Budget and Taxation 1/29/2025 - 10:30 a.m.	
SB0342	Voting Rights Act of 2025 - Counties and Municipal Corporations	Senator Sydnor	Hearing 3/26 at 2:15 p.m.	Education, Energy, and the Environment 2/26/2025 - 1:00 p.m.	Ways and Means 3/26/2025 - 2:15 p.m.
SB0368 (HB0630)	County Boards of Education - Student Cellular Phone Use Policy - Establishment (Maryland Phone-Free Schools Act)	Senator Watson	Hearing 1/29 at 2:30 p.m.	Education, Energy, and the Environment 1/29/2025 - 2:30 p.m.	
SB0374 (HB0459)	Counties - Cancer Screening for Professional Firefighters - Required Coverage (James "Jimmy" Malone Act)	Senator Beidle	Returned Passed	Finance 2/5/2025 - 2:00 p.m.	Health and Government Operations 3/27/2025 - 1:00 p.m.
SB0449 (HB0511)	Frederick and Washington Counties - Bow Hunting - Openly Carrying Handguns	Frederick County Senators	Hearing 3/26 at 1:00 p.m.	Education, Energy, and the Environment 3/4/2025 - 1:00 p.m.	Environment and Transportation 3/26/2025 - 1:00 p.m.
SB0478 (HB0739)	Public Utilities - Solar Energy Generating Stations - Local Approval	Senator Gallion	Hearing 3/06 at 1:00 p.m.	Education, Energy, and the Environment 3/6/2025 - 1:00 p.m.	
SB0484 (HB0487)	Unhoused Individuals - Rights, Civil Action, and Affirmative Defense	Senator Muse	Hearing 2/06 at 1:00 p.m.	Judicial Proceedings 2/6/2025 - 1:00 p.m.	
SB0498 (HB0134)	Motor Vehicles - School Buses - Seat Belts	Senator Ellis	Hearing 2/04 at 1:00 p.m.	Judicial Proceedings 2/4/2025 - 1:00 p.m.	

SB0502 (HB1200)	Property Tax - Credit for Law Enforcement Officer or Rescue Worker - Expansion to Judicial Officer	Senator Corderman	Returned Passed	Budget and Taxation 2/5/2025 - 2:00 p.m.	Ways and Means 3/18/2025 - 1:00 p.m.
SB0503 (HB0481)	Washington County - Board of License Commissioners - Membership	Washington County Senators	Returned Passed	Finance 2/21/2025 - 1:00 p.m. Education, Energy, and the Environment	Economic Matters
SB0504 (HB0478)	Hagerstown Community College Police Force - Jurisdiction	Washington County Senators	Hearing 2/05 at 2:00 p.m.	Judicial Proceedings 2/5/2025 - 2:00 p.m.	
SB0526 (HB0811)	Counties - Construction of Sidewalks and Crosswalks - Safe Alternative Routes to Public Schools	Senator Ellis	Hearing 2/12 at 1:00 p.m.	Education, Energy, and the Environment 2/12/2025 - 1:00 p.m.	
SB0546 (HB0768)	Municipal Incorporation - County Commissioners or County Council - Required Approval of Referendum Request	Senator James	Hearing 2/25 at 1:00 p.m.	Education, Energy, and the Environment 2/25/2025 - 1:00 p.m.	
SB0579	Local Government Tort Claims Act - Hagerstown Multi-Use Sports and Events Facility, Inc.	Senator Corderman	Hearing 2/11 at 1:00 p.m.	Judicial Proceedings 2/11/2025 - 1:00 p.m.	
SB0580 (HB0749)	Washington County - Public Safety - Buildings Used for Agritourism	Washington County Senators	Hearing 3/26 at 1:00 p.m.	Education, Energy, and the Environment 2/25/2025 - 1:00 p.m.	Environment and Transportation 3/26/2025 - 1:00 p.m.
SB0596 (HB0750)	Property Tax Exemption and Payment in Lieu of Taxes - The Hagerstown Multi-Use Sports and Events Facility, Inc.	Washington County Senators	Passed Enrolled	Budget and Taxation 2/18/2025 - 1:00 p.m.	Ways and Means 3/26/2025 - 2:15 p.m.
SB0640 (HB0742)	Public Utilities - Solar Energy Generating Stations - Eminent Domain	Senator Gallion	Hearing 3/06 at 1:00 p.m.	Education, Energy, and the Environment 3/6/2025 - 1:00 p.m.	
SB0651 (HB0709)	Landlord and Tenant - Residential Leases and Holdover Tenancies - Local Good Cause Termination (Good Cause Eviction)	Senator Muse	Hearing 2/18 at 1:00 p.m.	Judicial Proceedings 2/18/2025 - 1:00 p.m.	
SB0652 (HB1080)	Local Government – Local Personnel – Leave With Pay	Senator Jennings	Hearing 3/26 at 2:30 p.m.	Finance 2/20/2025 - 1:00 p.m.	Appropriations 3/26/2025 - 2:30 p.m.
SB0661 (HB0081)	Real Property - Condemnation - Compensation for Farm and Agricultural Property (Protect Maryland Farm Lands Act)	Senator Ready	Hearing 2/11 at 1:00 p.m.	Judicial Proceedings 2/11/2025 - 1:00 p.m.	
SB0685 (HB0983)	Election Law - Local Boards of Elections - Language Assistance Program	Senator Augustine	Returned Passed	Education, Energy, and the Environment 2/26/2025 - 1:00 p.m.	Ways and Means

SB0698	Washington County - Sales and Use Tax Exemption - Target Redevelopment Area	Senator Corderman	Hearing 3/27 at 1:00 p.m.	Budget and Taxation 2/18/2025 - 1:00 p.m.	Ways and Means 3/27/2025 - 1:00 p.m.
SB0807	Environment - Local Building Energy Performance Standards - Authorization	Senator Kramer	Hearing 2/27 at 1:00 p.m.	Education, Energy, and the Environment 2/27/2025 - 1:00 p.m.	
SB0814 (HB0698)	Local Government - Development Impact Fees, Surcharges, and Excise Taxes - Reporting	Senator Watson	Returned Passed	Budget and Taxation 3/4/2025 - 1:00 p.m.	Environment and Transportation 3/25/2025 - 1:00 p.m.
SB0822	Property Tax - Tax Credit for Nonprimary Residence	Senator Jennings	Hearing 3/04 at 1:00 p.m.	Budget and Taxation 3/4/2025 - 1:00 p.m.	
SB0843 (HB0736)	School Construction - Local Cost-Share - Alterations	Senator Hershey	Hearing 3/26 at 2:30 p.m.	Budget and Taxation 3/4/2025 - 1:00 p.m.	Appropriations 3/26/2025 - 2:30 p.m.
SB0872 (HB1443)	Local Government - Hiring and Promotion Preferences for Veterans and Spouses of Service Members and Veterans (Families Serve Act)	Senator Jennings	Returned Passed	Finance 3/5/2025 - 1:00 p.m.	Environment and Transportation 3/25/2025 - 1:00 p.m.
SB0887 (HB1512)	County Boards of Education - Reappointment of Incumbent County Superintendent - Authorization	Senator King	Hearing 3/27 at 1:00 p.m.	Education, Energy, and the Environment 2/21/2025 - 9:30 a.m.	Ways and Means 3/27/2025 - 1:00 p.m.
SB0931 (HB1036)	Public Utilities - Generating Stations - Generation and Siting (Renewable Energy Certainty Act)	Senator Feldman	Passed Enrolled	Education, Energy, and the Environment 2/28/2025 - 1:30 p.m.	Economic Matters
SB0935	Transportation - Regional Authorities - Established	Senator Benson	Hearing 3/05 at 1:00 p.m. (Budget and Taxation)	Budget and Taxation 3/5/2025 - 1:00 p.m. Finance	
SB0976 (HB1509)	Collective Bargaining - Local Government Employees and Public Employee Relations Act	Senator Lam	Hearing 2/27 at 1:00 p.m.	Finance 2/27/2025 - 1:00 p.m.	
SB0977	Enforcement of Federal Immigration Law - Restrictions on Access to Information (Maryland Data Privacy Act)	Senator Lam	Hearing 3/26 at 3:15 p.m.	Judicial Proceedings 2/19/2025 - 1:00 p.m.	Judiciary 3/26/2025 - 3:15 p.m.
SB0979 (HB1103)	Local Government - Accommodations Intermediaries - Hotel Rental Tax - Collection by Comptroller and Alterations	Senator Guzzone	Returned Passed	Budget and Taxation 3/5/2025 - 1:00 p.m.	Ways and Means
SB0983 (HB0827)	Solar Energy - Distributed Generation Certificate of Public Convenience and Necessity, Ground-Mounted Solar, and Small Solar Siting Workgroup	Senator Brooks	Hearing 3/06 at 1:00 p.m.	Education, Energy, and the Environment 3/6/2025 - 1:00 p.m.	

[SB0996](#)

Election Law - Approval
Voting - Authorization for
County Elections

[Senator McKay](#)

First Reading Senate
Rules [Rules](#)



Agenda Report Form

Open Session Item

SUBJECT: FY25 Budget Adjustments to the Washington County Board of Education's General Fund Budget

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Mr. Jeffrey Proulx, Chief Operating Officer, WCPS
Mr. Eric Sisler, Executive Director of Finance, WCPS

RECOMMENDED MOTION: Move to approve the requested adjustments to the Board of Education's FY2025 General Fund Budget.

REPORT-IN-BRIEF: The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. To that end, the Washington County Board of Education approved the attached list of changes to its FY2025 General Fund Budget at its May 20, 2025, meeting.

DISCUSSION: The changes that the Board of Education approved on May 20, 2025, cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners. The Board of Education has asked its Finance staff to review the requested budget adjustments with the Commissioners and answer any questions that they may have.

FISCAL IMPACT: None. These proposed modifications merely adjust various categories of the budget to reflect updated information on revenue and spending trends.

CONCURRENCES: The Board of Education's Finance Committee reviewed the proposed adjustments at their meeting on May 14, 2025, and recommended them for approval by the full Board. The Board of Education approved these changes at their May 20, 2025, meeting.

ALTERNATIVES: None

ATTACHMENTS:

- FY2025 general fund budget adjustments

AUDIO/VISUAL NEEDS: None

**Washington County Public Schools
Requested FY2025 Budget Adjustments**

Category	Value	The primary reason for variance is:
Administration	\$194,071	Higher indirect cost recovery from Federal grants. Savings from printer rentals and maintenance.
Mid-Level Administration	\$149,818	Salary savings
Instructional Textbooks and Supplies	\$282,000	Instructional materials savings
Other Instructional Costs	\$650,095	Savings from transfers for private PreK providers and HCC dual enrollment costs
Special Education	\$313,014	Savings from Non-Public Placements
Student Services	\$12,674	Salary savings
Maintenance of Plant	\$527,431	Reduce maintenance materials and equipment
Total Expense Reductions/Additional Revenue	<u>\$2,129,104</u>	
Revenue	\$391,663	State PreK revenue reduction
Instructional Salaries	\$632,292	Higher substitute costs and lower turnover rates
Student Health Services	\$239,683	Contracted Nursing Services higher than originally budgeted
Student Transportation Services	\$303,183	Higher substitute and vehicle parts & repair costs
Operation of Plant	\$194,693	Inflation in utilities expense
Fixed Charges	\$217,486	Increased benefits costs associated with higher substitute costs
Food Services	\$70,000	Needed for adjustments to student accounts
Capital Outlay	\$80,105	Due to new auditing guidance, use of committed fund balance needs shown as a current expense - expense associated with Tech High Renovation
Total Expense Increases/Reduced Revenue	<u>\$2,129,104</u>	
Net Effect on Fund Balance	\$0	



Agenda Report Form

SUBJECT: Amendments to the Adequate Public Facilities Ordinance (APFO) and the Building Excise Tax Ordinance (BETO) continued from May 6, 2025

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Jill Baker, AICP, Director, Department of Planning and Zoning

RECOMMENDATION: The Commissioners vote on whether to approve or deny the request or provide further direction to staff.

REPORT-IN-BRIEF: The proposed amendments for these ordinances are being contemplated due to a lack of consistency, efficiency and coordination with local municipalities specifically regarding school mitigation efforts. The focus on school mitigation is due to significant capital costs associated with maintenance and repair of existing schools and construction of new schools that historically have been funded predominately by the Board of County Commissioners.

Because the two ordinances are currently linked together regarding school mitigation, it becomes confusing as to what fees are due because of APFO requirements and what are due because of BETO requirements. These amendments seek to break that link between the two documents and let them stand on their own in adherence to their individual purpose.

DISCUSSION: The purpose of the APFO is to ensure that public facilities and services needed to support new development shall be available concurrently with the impacts of such development. The intent being that development may proceed at a reasonable rate while providing time for the County to budget and plan for the capital costs that will be associated with the impacts of development. APFO's can only be adopted and enforced by the elected body of individual jurisdictions. For example, the County adopted APFO does not apply to lands within incorporated municipalities.

The BETO was adopted in 2015 as a mechanism to generate revenue from new building construction throughout the County to help offset impacts on local infrastructure. The BETO applies to all lands in the County including within municipalities.

FISCAL IMPACT: Increasing the excise tax while repealing APFO AMC should result in similar, but possibly higher, revenues for impacts of development on local infrastructure.

CONCURRENCES:

ALTERNATIVES: Leave Ordinances as they are or discuss some other modifications not presented by Staff.

ATTACHMENTS: Amended APFO in track changes
Amended BETO in track changes.

ADEQUATE PUBLIC FACILITIES ORDINANCE

Adopted this 16th day of October, 1990.

This Ordinance is effective as of December 1, 1990.

Revision 1 - August 13, 1991

Revision 2 - August 31, 1993

Revision 3 - August 29, 1995

Revision 4 - November 26, 2002

Revision 5 – December 16, 2003
(Effective January 1, 2004)

Revision 6 – May 25, 2004

Revision 7 – November 1, 2005

Revision 8 – June 18, 2013

Revision 9 – October 22, 2013

Revision 10 - 2025

ADEQUATE PUBLIC FACILITIES ORDINANCE

ARTICLE I - PURPOSE

1.1 SHORT TITLE

This Ordinance shall be known and may be cited as the Adequate Public Facilities Ordinance of Washington County, Maryland.

1.2 PURPOSE

It is the purpose of the Board of County Commissioners of Washington County that public facilities and services needed to support new development shall be available concurrently with the impacts of such new developments. In meeting this purpose, public facility and service availability shall be deemed sufficient if the public facilities and services for new development are phased, or the new development is phased, so that the public facilities and those related services which are deemed necessary by the local government to operate the facilities necessitated by that new development, are available concurrently with the impacts of the new development.

ARTICLE II - DEFINITIONS

2.1 GENERAL

(a) For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. Words in the present tense include the future, the singular number includes the plural, and the plural includes the singular. The word "shall" is mandatory and the word "may" is permissive. The words "used for" shall include "arranged for," "designed for," "intended for," "maintained for," "constructed for", or "occupied for". The word "individual" shall mean natural person, joint venture, joint stock company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, club, company, corporation, limited liability company, real estate investment trust, business trust or similar legal entity or the manager, lessee, agent, servant, officer or employee of any of them. The word "land" shall include water surface and land under water. The term "Ordinance" shall refer to this Ordinance and all subsequent additions or amendments thereto.

(b) A Developer shall not avoid the intent of this Ordinance by submitting piecemeal applications for preliminary plats or site plans. However, a Developer may seek approval of only a portion of the subdivision or development, provided that the impact from all previously approved preliminaries or site plans from that development shall be considered during the adequate public facilities review of each subsequent portion of the development.

2.2 ADEQUATE PUBLIC FACILITIES

For the purpose of this Ordinance, the term “Adequate Public Facilities” shall be defined as those facilities relating to roads, sewerage disposal systems, schools, water supply and distribution systems, and interim fire protection systems meeting established minimum standards.

2.3 DEFINITIONS

2.3.01 Affordable (aka Workforce) Housing

In accordance with the Housing and Community Development Article of the Maryland Annotated Code §4-1801, affordable housing means residential dwelling units where housing costs (rent or mortgage payments) do not exceed 30% of a household's income and being affordable to households earning 60% or less of the area median income.

2.3.1 Agricultural Purposes

A parcel of land that has been determined by the Maryland Department of Assessments and Taxation as having an “Agricultural Use Assessment” or a parcel of land that is primarily involved in a bona fide and continuing agricultural activity, such as, the raising of farm products for use or sale, including animal or poultry husbandry, and the growing of crops such as grain, vegetables, fruit, grass for pasture or sod, trees, shrubs, flowers and similar products of the soil.

2.3.1.1 Background Enrollment Growth

The average annual impact of equated student enrollment changes during the preceding three (3) years in the school attendance areas serving the proposed development as determined in Section 5.4 with appropriate adjustments made in the

determination by the Board of Education to eliminate student enrollment changes caused solely by school redistricting.

2.3.2 Board of County Commissioners (Board)

The legislative body of Washington County, Maryland.

2.3.3 Board of Education (BOE)

The elected Board of Education of Washington County.

2.3.4 Comprehensive Plan

The Comprehensive Plan of the County.

2.3.5 County

Washington County, Maryland.

2.3.6 County Engineer

The duly designated Chief Engineer of Washington County, Maryland.

2.3.7 County Health Department

The Washington County Health Department.

2.3.8 Developer

Any individual commencing proceedings under this Ordinance to ~~effect~~affect a subdivision or development of land for himself or for another.

2.3.9 Extraordinary Hardship

Extraordinary hardship is a condition that exists when strict compliance with this Ordinance would result in an unusually and extraordinarily severe financial economic impact on the owner or Developer.

2.3.10 Immediate Family Member

Immediate family member shall mean father, mother, step-father, step-mother, son, daughter, brother, sister, stepson, stepdaughter, grandchild.

2.3.11 Improvements

Improvements shall mean storm sewers, sanitary sewers, water supply lines, roads, curbs, gutters, gas lines, electricity lines, water lines, septic tanks, wells, walks, and other accessory works and appurtenances, dwellings, farm buildings, and other principal or accessory structures.

2.3.12 Lot

A parcel of real property marked by the Developer as a numbered, lettered or otherwise identified tract to be utilized as a unit of land intended for building development or a lot or parcel described by metes and bounds, the description of which has been recorded among the land records of Washington County.

2.3.12.1 Minor subdivision

A minor subdivision is the division of a lot, tract or parcel into seven (7) or fewer lots for the immediate or future transfer of property ownership.

2.3.13 New Development

New development consists of new subdivisions and site plans for new construction received for approval by the Washington County Planning Commission after the effective date of this Ordinance as set forth in Article XII. New development also consists of construction activity requiring a building and/or zoning permit but does not consist of construction activity for agricultural purposes provided that, after said development, the parcel does not lose the "Agricultural Use Assessment" classification as determined by the Department of Assessments and Taxation.¹⁰

2.3.14 Original Tract of Land.

A parcel of real estate unsubdivided as of the date of adoption of this Ordinance.

2.3.15 Planning Commission (Commission).

The Washington County Planning Commission.

2.3.16 Plat

A map, plan, chart or drawing indicating the subdivision or resubdivision of land filed or intended to be filed for the record.

2.3.16.1 Remaining Lands

The residual portion or tract of land which remains after lots or parcels have been subdivided from the original tract of land.¹¹

2.3.17 Residential Development

The term “residential development” as used in this Ordinance means any lot, building or portion thereof used exclusively for dwelling units, including concomitant uses, and other uses of a residential nature for the individuals residing in said dwelling units.

2.3.18 Right-of-Way

A land area designated, dedicated, or reserved for use as a highway, street, alley, interior walk, or for a drainage channel, or other public use.

¹⁰ Section 2.3.13 amended 8/31/93

¹¹ Section 2.3.16.1 added 8/31/93

2.3.19 Road

A public right-of-way, intended for vehicular traffic, including freeways, expressways, arterials, parkways, thoroughfares, collector streets, local streets, cul-de-sacs, marginal access streets, avenues, boulevards, lanes and other public ways, and as now or hereafter or otherwise designated.

2.3.20 Simplified Plat

The term “simplified plat” as used in this Ordinance is a map, plan, chart or drawing indicating the proposed subdivision or resubdivision of land filed or intended to be filed with the Planning Commission and where the intent of the subdivider is neither to develop the land nor to divide land containing existing development.

2.3.21 Site Plan

A drawing that shows all of the existing conditions of a specified area (the site) and all of the improvements and changes proposed to be made on the site. A site plan is the drawing required by the Zoning Ordinance for all new development and certain additions and must contain all applicable information as specified in the Zoning Ordinance.

2.3.21.1 State Rated Capacity

As used in this Ordinance, State Rated Capacity shall refer to the capacity of each school as determined by the state of Maryland. Portable classrooms shall not be used in computing the school capacity for the purposes of this Ordinance.

2.3.22 Subdivision Ordinance

The Washington County, Maryland Subdivision Ordinance, and all subsequent additions or amendments thereto.

2.3.23 Zoning Ordinance

The Zoning Ordinance of Washington County, Maryland, and all subsequent additions or amendments thereto.

DRAFT

ARTICLE V - SCHOOLS

5.1 ADEQUACY

All ~~residential new~~new residential development shall be served by public schools that:

(a) Are currently adequate; or

(b) Have construction of additional capacity funded and scheduled for completion within the same school attendance area in the current or the next year of the approved Washington County Capital Improvement Program (CIP) following final plat or site plan approval. Adequate is defined in Section 5.4.~~1(a) or (b)~~ below. The additional capacity funded and scheduled shall be exclusive of any capacity created pursuant to a developer-funded mitigation program; or

(c) Have been identified by the Board of Education (BOE) as part of an approved redistricting plan scheduled to occur in the same school year or the school year following final plat or site plan approval that will render the public schools adequate.

5.1.1 CAPACITY CREATED BY MITIGATION PROGRAM

Construction of capacity that is funded and to be created by a mitigation program may not be used in a determination of adequacy for any Developer other than the Developers who are parties to the mitigation program.

5.2 EXEMPTIONS

Article V of this Ordinance does not apply to:

(a) New development to be developed exclusively for non-residential uses;

³³ Article V repealed and reenacted 12/16/03

³⁴ Article V amended 11/1/05.

³⁵ Article V amended 10/22/13 (APF-13-002)

(b) New development to be developed and managed according to the applicable regulations and guidelines of the Federal Fair Housing Act and the Housing for Older Persons Act;

(c) Public or private elementary and secondary schools, and public safety facilities; or

(c) Minor Subdivisions.³⁸

5.3 DATA ON WHICH ADEQUACY SHALL BE DETERMINED.

The BOE shall provide actual enrollment data to the Board of County Commissioners for the last school day of September, December, March and June and the State Rated Capacity for each elementary and secondary school.

5.4 DETERMINATION OF ADEQUACY

5.4.1 The Planning Commission shall determine whether public school facilities are adequate for the proposed new development upon recommendation by the Planning Department after evaluating enrollment information provided by the BOE. The Planning Commission shall determine that a school is adequate if the school has the capacity as follows:

~~(a) Elementary schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding 90% of the State Rated Capacity (SRC).~~

~~(b)~~(a) ~~Elementary, Middle schools~~ and high schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding the State Rated Capacity (SRC).

~~(c)~~(b) Available capacity for individual schools shall be determined in accordance with Section 5.5, below.

³⁸ See Section 2.3.12.1 Minor Subdivision. A minor subdivision is the division of a lot, tract or parcel into seven (7) or fewer lots for the immediate or future transfer of property ownership.

~~(d)~~(c) Final approval will not be granted for developments in the review process until schools obtain adequate status through the determination made according to the procedures described in Sections 5.5 and ~~5.8~~5.6 below.

5.5 MEASURING FOR AVAILABLE CAPACITY

(a) Adequacy of every elementary, middle and high school serving the proposed development shall be tentatively measured at the time of preliminary consultation and preliminary plat review, and shall be finally measured and determined as of the date of final plat or site plan submission, or the first date upon which all necessary documentation and materials have been submitted, whichever occurs last, based upon data ~~as~~ published by the BOE.

(b) If approval has not been received from the Planning Commission within twelve (12) months of the date of plan submission, the most recent quarterly school enrollment data must be utilized by the Commission for APFO review unless a delay occurs not attributable to the applicant.

(c) For determining adequacy, enrollment shall mean the total of the BOE official enrollment figures, background enrollment, pupils generated from the proposed development, and pupils generated from other previously ~~approved~~ developments, including developments in municipalities.

(d) On a biennial schedule, student yield from approved development may be subtracted from the equation to determine adequacy in an amount equal to the number yielded by the dwelling units constructed.

(e) Pupil generation rates shall be determined by the Board of County Commissioners with advice from and consultation with the BOE and shall reflect the characteristics of the school attendance area within which the proposed development is located.

5.6 OPTIONS FOR MITIGATION OF INADEQUATE SCHOOL CAPACITY

(a) If a school is not adequate as defined in Section 5.4.1 but does not exceed 120% of State Rated Capacity, ~~a developer may choose to make an Alternate Mitigation Contribution (AMC) as defined and described in Section 5.8. A developer may not choose to make an Alternate Mitigation Contribution (AMC) if the existing enrollment in any school affected by the new development exceeds 120%.~~

- i. The Developer and/or Home Builder shall be subject to an annual permit limitation of not more than 25 dwelling unit permits per calendar year. Permits for multi-family apartment and condo units shall be limited to a permit for one structure to contain up to 35 dwelling units per calendar year. Notes shall be placed on record plats referring to the restrictions delineated in this section.

Permit allocations are assigned based on the master plan development not by phases or other subsets. Permit allocations may not be transferred to other developments. Permit applications that cannot be permitted due to the annual limitation shall be deferred to the subsequent year, subject to the same review and mitigation requirements. Unused allocations of permits may not be carried over into a new calendar year.

Emergency or Public Benefit Projects: Development proposals that directly address public health, safety or welfare as delineated in Section 9.3A, may be exempt from the permit limitation or permitted outside of the annual cap as determined and approved by the Board.

- ii. If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20%) percent below State Rated Capacity, then the Developer may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.

(a)

~~(b) — If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20) percent below State Rated Capacity, then the applicant may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.~~

(b) If a school is not adequate as defined in Section 5.4.1 and the development proposal exceeds 120% of the SRC, the Developer shall be required to mitigate the impact of the proposed development by providing one or more of the following mitigation measures to

receive final plat approval. The Board of County Commissioners, at their sole discretion, may approve a mitigation proposal under this section. Failure to obtain an approved mitigation plan within two (2) years from the date of final plan submittal shall result in denial of the final plat and/or site plan.

- i. Facility Improvements. A Developer may propose construction of capital facility improvements to the inadequate school(s) affected by the development when it has been determined that said contribution(s) will provide impactful relief of overcapacity issues in a school within a five-year period starting from the date of final plat approval. Temporary or portable classrooms shall not be included as part of any mitigation plan under this subsection. If approved as a mitigation plan, the Developer will be required to sign a Memorandum of Agreement with the County affirming their responsibility and commitment to complete the construction project. The Board may, at their sole discretion, require a bond to be posted to ensure that the project will be completed.

Any Developer proposal to create improvements to meet adequacy shall be submitted to the Department of Planning and Zoning to review with the BOE for guidance and recommendations on the proposed improvements. Plans shall be reviewed for consistency with any BOE adopted mitigation policy then in effect and the most current Education Facilities Master Plan. Mitigation plans along with staff recommendations will be forwarded to the Board for discussion and deliberation by the Department of Planning and Zoning.

- ii. Redistricting. If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20%) percent below State Rated Capacity, then the Developer may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.

- iii. Financial contributions. Monetary contributions to a public facility improvement fund earmarked for public school construction may be proposed when it has been determined that said contribution(s) will provide impactful relief of overcapacity issues in a school within a five-year period starting from the

date of final plat approval. Use of this mitigation option will require the Developer to provide a detailed analysis of the monetary contribution being proposed. The analysis shall include:

1. A monetary figure based on the proposed cost per dwelling unit.
2. A narrative explaining the rationale and/or formulas that resulted in the cost per dwelling unit.
3. A narrative explaining how the monetary contribution will provide impactful relief in the affected school district(s) within five years of final plat approval.

Financial contributions must be paid prior to final plat approval. Any sums paid as part of the mitigation plan are not refundable.

iv. Other mitigation strategies. The Developer may propose an alternative method of mitigation that must provide impactful relief for overcapacity issues in a school within a five-year period starting from the date of final plat approval. Use of this mitigation option must be accompanied by a detailed narrative and/or financial analysis that support their desire to use an alternative mitigation plan.

~~(c) — If a school is not adequate as defined in Section 5.4.1 and the developer has not chosen the AMC described in Section 5.6 (a) or the BOE has not approved a specific redistricting plan that would result in the school meeting the standards established in Section 5.4.1, then the final subdivision or site plan approval shall be denied, except as provided for in Section 9.3A of this Ordinance.~~

~~(d) — Any Developer proposal to create improvements to meet adequacy shall be submitted to the Board of Education for recommendations and reviewed under any BOE adopted mitigation policy then in effect and be subject to the standards and review processes of the Interagency Committee on School Construction (IAC) of the Maryland Board of Public Works.~~

~~(e) Background enrollment growth⁴⁰ will be extrapolated over the number of years for which approval is requested. Included in the calculations shall be any additional approved but unplatted major preliminary plan developments in the affected area which might impact the historical growth trend to make it inaccurate or obsolete.~~

~~(f) The Planning Commission may require phasing or an annual maximum buildout rate to plan for future adequacy.~~

5.7 RESIDENTIAL BUILDING PERMIT APPROVAL

5.7.1 The Board of County Commissioners shall have the authority to limit the number of building permits in any school attendance area. The decision to limit building permits shall be based on the recommendation of the Planning Commission upon receipt of a recommendation from the BOE taking into consideration ~~of~~ the adequacy of the school attendance area and enrollment capacity in immediately adjacent school attendance areas.

5.7.2 The Board of County Commissioners shall have the authority to cap the number of residential building lots approved for development on an annual basis.

~~5.8 ALTERNATE MITIGATION CONTRIBUTION (AMC)~~

~~(a) When any school affected by the new development exceeds adequate capacity as defined in Section 5.4.1 but does not exceed 120% of its State Rated Capacity, a developer may choose to make an Alternate Mitigation Contribution as described and calculated below.~~

~~(b) The formula to calculate the Alternate Mitigation Contribution (AMC) is $(A/B \times C) \times D \times E = AMC$, where "A" is the average cost of a school seat; "B" is the expected lifespan of a school or seat; "C" is the average pupil generation rate attributable to the type of dwelling units proposed as set by resolution and referenced in Section 5.5(e); "D" is the years a student spends in the school system (e.g., 13 years); and "E" is the number of dwelling units, per type (i.e., single family, apartment, and/or town home), proposed in the new development.~~

⁴⁰ Defined in §2.3.1.1 as follows:

~~The average annual impact of equated student enrollment changes during the preceding three (3) years in the school attendance areas serving the proposed development as determined in Section 5.4 with appropriate adjustments made in the determination by the Board of Education to eliminate student enrollment changes caused solely by school redistricting.~~

~~(c) The formula in Section 5.8(b) above shall be applied for each type of dwelling unit comprising the new development. The sum of all calculations for each type of dwelling unit will be the total AMC due for the proposed development.~~

~~(d) When the Alternate Mitigation Contribution is required in order to achieve final plat or site plan approval, the County will notify the applicant of the amount due at the time that it is determined the final plat or site plan is complete and ready for an unconditional approval. The AMC shall be paid in full to the County prior to affixation of the signature evidencing the Planning Commission's approval of the site plan or final subdivision plat.~~

~~(e) The actual factor values to be used in the formula specified in Section 5.8(b) above shall be established by resolution of the Board. The factor values shall be reviewed by the Board at its discretion, but at least by the end of every second year of each term of office.~~

~~(f) Any sums paid as an AMC are not refundable.~~

ARTICLE IX - EXCEPTIONS, AGENCY PARTICIPATION

9.3A In its sole discretion, the Board of County Commissioners or its designee may approve a mitigation program that allows a development to proceed in a school district otherwise designated as inadequate for development under the following conditions:

(a) The Board of County Commissioners determines that approving this development benefits the community by:

(i) encouraging certain types of development that offer advantages to the community, including but not limited to the following:

- (1) development in designated revitalization areas;
- (2) renovation of abandoned or under-utilized structures;
- (3) affordable or workforce housing as defined in 2.3.01 or community revitalization projects; or
- (4) developments with preliminary plat approval prior to July 1, 2005.

BUILDING EXCISE TAX ORDINANCE

FOR WASHINGTON COUNTY, MARYLAND

Adopted June 17, 2003
Effective July 1, 2003

Revision 1 (Amended)-Adopted June 22, 2004
Effective as of July 1, 2004.

Revision 2 - Adopted and effective October 12, 2004

Revision 3 - adopted July 12, 2005
Effective as of July 12, 2005.

Revision 4 - adopted May 2, 2006.
Effective as of May 2, 2006, except as otherwise provided herein.

Revision 5 - Repealed and reenacted, with amendments, on June 17,
2008 Effective July 1, 2008

Revision 6 - Repealed and reenacted, with amendments, on June 23,
2009 Effective June 26, 2009

Revision 7 (Amended)-Adopted March 1, 2011
Effective March 1, 2011

Revision 8 (Amended) - Adopted September 13, 2011
Effective September 13, 2011

Revision 9 (Amended) - Adopted August 28, 2012
Effective August 28, 2012

Revision 10 (Amended) - Adopted March 26, 2013
Effective March 26, 2013

Revision 11 (Amended) - Adopted August 4, 2015
Effective August 4, 2015

BUILDING EXCISE TAX ORDINANCE FOR WASHINGTON COUNTY, MARYLAND

Revision 12 (Amended)-Adopted September 10, 2019
Effective September 10, 2019

Revision 13 (Amended) - Adopted June 28, 2022
Effective June 28, 2022

Revision 14 (Amended) – Adopted
Effective

1. Establishment of tax.

1.01 In accordance with Section 2-701 of the Code of the Public Local Laws of Washington County, as amended from time to time, there is a building excise tax on all building construction in Washington County.

2. Definitions.

2.01 The words and phrases used in this Ordinance shall have their usual meaning, unless otherwise defined in this section.

2.02 *Addition construction* means construction that requires a building permit and that increases the gross square footage of an existing nonresidential nonretail structure or nonresidential retail structure, or the habitable gross square footage of an existing residential structure.

2.03 *Applicant* means the individual, partnership, corporation, limited liability company, or other legal entity whose signature or name appears on the building permit application.

2.04 *Basement* means that portion of a building that is partly or completely below grade and has a ceiling height of at least seven feet.

2.05 *Board or Board of County Commissioners or County Commissioners* means the Board of County Commissioners for Washington County, Maryland.

2.06 *Building* means any permanent structure used or intended for supporting or sheltering any use or occupancy. *Building* does not include an accessory structure or a temporary structure, as defined in the Washington County building code.

2.07 *Common area* means the interior or exterior circulation paths, rooms, spaces or elements that are not for public use and are made available for the shared use of two or more people in a multifamily residential structure, including lobbies and laundry facilities.

2.08 *Construction* means construction or alteration of a building or part of a building that requires a building permit.

2.09 *Director of Finance* means the Director of Budget and Finance for Washington County or the Director's designee.

2.10 *Director of ~~Plan Review and Permitting~~Permits and Inspections* means the Director of the Division of ~~Plan Review and Permitting~~Permits and Inspections for Washington County or the Director's designee.

2.11 *Farm construction* means construction intended to be actively used for farm use but does not include residential construction thereon.

2.12 *Farm or agricultural use* means the raising of farm products for use or sale, including animal or poultry husbandry, animal husbandry facilities, aquaculture, and the growing of crops such as grain, vegetables, fruit, grass for pasture or sod, trees, shrubs, flowers, and similar products of the soil.

2.13 *Gross square footage* means the entire interior area of a structure, finished or unfinished.

2.14 *Habitable gross square footage* means the entire interior area of living space in a residential structure, finished or unfinished, including but not limited to bathrooms, toilet rooms, closets, halls, basements, and storage or utility spaces, but not including porches, garages, unfinished attics, and crawl spaces. Habitable gross square footage does not include the common areas of multifamily residential structures having three or more dwelling units.

2.15 *Mixed-use structure* means a structure or part of a structure, but not a separated occupancy, having any combination of residential use, nonresidential nonretail use, or nonresidential retail use.

2.16 *Nonresidential* means the use of a structure for purposes other than living or permanent habitation.

2.17 *Nonresidential nonretail* means the use of a structure for assembly, business, factory, storage, utility, education, institutional, transient accommodations or habitation, or hazardous uses.

2.18 *Nonresidential retail* means the use of a structure open to the public for the display and sale of merchandise, and involves stocks of goods, wares, or merchandise incidental to such purposes, including but not limited to restaurants, stores, members-only discount stores, and other commercial sales enterprises not solely engaged in the wholesale distribution of merchandise.

2.19 *Principal use* means the foremost purpose for the use, its *raison d'etre*. A principal use may be accompanied by one or more *accessory uses* that are incidental to or supportive of the principal use. The ratio of the gross square footage of the structure

devoted to any principal and accessory uses is not a factor in determining the principal use of the structure.

2.20 *Redevelopment area* means the "Hagerstown Redevelopment Area," consisting of all that land zoned Downtown Mixed-Use District or within a Hagerstown Conversion District overlay zone as set forth in the Hagerstown Zoning Ordinance as of June 26, 2009, and those areas in other municipal corporations as may be designated by the Board of County Commissioners by resolution upon request.

2.21 *Residential* means the use of a structure for living or permanent habitation, or a structure having one (1) or more dwelling units, including but not limited to boarding houses, but not including institutional uses or transient accommodations such as hotels, country inns, bed and breakfast inns, and the like, which shall be considered nonresidential nonretail uses.

2.22 *Separated occupancy* means a discrete part of a structure having a principal use that is distinct from other uses in the same structure, including but not limited to a store in a mall or an office in a multi-unit office building.

2.23 *Structure* means a building or part of a building.

3. Residential Construction.

3.01 *Base building excise tax.* The base amount of the building excise tax for residential construction is \$~~12.00~~ per square foot of habitable gross square footage.

~~3.02~~ *Addition construction.* The amount of the building excise tax for residential addition construction is one-half of the amount per square foot set forth in §3.01.

~~3.023.03~~ *Credits from previous Adequate Public Facilities Ordinance (APFO) regulations.* Residential units that have paid an Alternate Mitigation Contribution (AMC) in accordance with preceding APFO requirements to gain final plat approvals shall receive credit for the first \$1.00 per square foot of building excise tax. The Department of Planning and Zoning shall provide a report to the Department of Permits and Inspections delineating units that may receive this credit.

~~3.033.04~~ *Calculation of amount.* The amount of building excise tax to be paid by an applicant shall be determined by the Director of ~~Plan Review and Permitting~~ Permits and Inspections.

4. Nonresidential Construction

4.01 *Nonresidential nonretail construction.* The building excise tax for nonresidential nonretail construction is \$~~4~~1.50 per square foot of the gross square footage.

4.02 *Nonresidential retail construction.* The building excise tax for nonresidential retail construction is \$~~4~~1.50 per square foot of the first 15,000 square feet of gross square footage and \$3 per square foot of any gross square footage over 15,000 square feet.

4.03 *Addition construction.* The amount of the tax due under this section shall be determined according to the increase in the gross square footage of the structure at the same rate per square foot set forth in §§4.01 and 4.02, as the circumstance may require.

4.04 *Mixed-use structures.* The building excise tax for mixed-use construction is the tax imposed under this Ordinance for the principal use of the structure as determined by the Director of ~~Plan Review and Permitting~~Permits and Inspections.

4.05 *Separated occupancies.* The building excise tax for separated occupancy construction is the tax imposed under this Ordinance for the principal use of the separated occupancy.

5. Payment of tax.

5.01 *Building excise tax paid before issuance of building permit.* An applicant for a building permit shall pay the building excise tax before the building permit for the respective structure is issued.

5.02 *Refunds.* The Director of Finance shall refund to the applicant the building excise tax paid if the building permit is cancelled or expires so long as work has not commenced. If, upon appeal by an applicant pursuant to §10.03 who has paid the building excise tax, the County Administrator determines that the Director of ~~Plan Review and Permitting~~Permits and Inspections has erred in calculating the building excise tax, the Director of Finance shall refund to the applicant the difference between the amount of building excise tax paid by the applicant and the correct amount as determined by the County Administrator.

6. Exemptions.

6.01 *Farm construction.* Farm construction is not subject to the building excise tax so long as the construction continues to be actively used for farm use. Should the

construction be used for some purpose other than active farm use, then the building excise tax shall be remitted to the Director of Finance at the then existing amount of the building excise tax.

6.02 *Government construction.* No building excise tax shall be imposed on construction by the Board of County Commissioners, any municipality, the Washington County Board of Education, Hagerstown Community College, the State of Maryland, or the federal government.

6.03 *Replacement construction.** No building excise tax shall be imposed on construction that replaces an existing structure as long as there is no:

- (a) Increase in the habitable gross square footage of a residential structure;
- (b) Change in the use of a structure from a nonresidential nonretail use to a nonresidential retail use; or
- (c) Increase in the gross square footage of a nonresidential structure.

6.04 *Residential accessory structures.* No building excise tax shall be imposed on residential accessory structures that are not habitable.

6.05 *Schools.* No building excise tax shall be imposed on construction of public or private elementary or secondary schools or higher education institutions issued a certificate of approval by the Maryland Higher Education Commission pursuant to Md. Code Ann., Educ. §11-202.

6.06 *Redevelopment area.* No building excise tax shall be imposed on construction in a redevelopment area as defined in §2.20 of this Ordinance.

6.07 *Enterprise zones.* No building excise tax shall be imposed upon non-residential construction within enterprise zones in the County.

6.08 *Religious corporations.* No building excise tax shall be imposed upon structures:

- (a) Owned by corporations organized and operated exclusively for religious purposes within the meaning of 26 U.S.C. 501, and
- (b) Used primarily for religious purposes.

* The building excise tax on any increase in habitable gross square footage or gross square footage created by the construction shall be computed in accordance with §§ 3, 4, and 7 of this Ordinance.

6.09 *Fire, Rescue, or Ambulance Companies.* No building excise tax shall be imposed upon structures:

(a) Owned by corporations authorized to provide fire protection or firefighting service, rescue, or ambulance service as described in Section 10-401 of the Code of Public Local Laws for Washington County, Maryland; and used primarily for the delivery of fire, rescue, or ambulance service.

6.10 Residential construction occurring within the Hancock and Cascade Elementary School attendance districts shall be exempt from excise tax for a period of ten (10) years from the effective date of this amendment (Revision 14). This exemption also applies to construction of residential additions outlined in 3.03.

7. Change in use.

7.01 *General.* Upon receipt of a building permit application for a change in use that requires a zoning certification, the building excise tax shall be imposed based on the use applied for in the building permit application, subject to any credit allowed by §7.07.

7.02 *Conversion from nonresidential to residential.* When an existing structure is subject to construction pursuant to a building permit that converts its use from a non-residential use to residential use, the building excise tax is 70% of the amount set forth in § 3.01 on all existing gross square footage. Any addition construction will be taxed at the amount set forth in §3.02. Conversion construction under this §7.02 is not entitled to the credit set forth in §7.05.

7.03 *Conversion from residential to non-residential nonretail.* When an existing structure is subject to construction pursuant to a building permit that converts its use from residential use to nonresidential nonretail use, the building excise tax is as set forth in §4.01 on all existing habitable gross square footage. Any addition construction will be taxed at the amount set forth in §4.03.

7.04 *Conversion from residential to non-residential retail.* When an existing structure is subject to construction pursuant to a building permit that converts its use from residential use to nonresidential retail use, the building excise tax is as set forth in §4.02 on all existing gross square footage. Any addition construction will be taxed at the amount set forth in §4.03.

7.05 *Credit.* A credit shall be granted for any building excise tax due under this

§7 for any excise tax previously paid upon prior construction of the structure since July 12, 2005. No refund shall be granted if the credit for any building excise tax previously paid exceeds the building excise tax imposed under this §7.

8. Special excise tax fund.

8.01 *Establishment of fund.* The Director of Finance shall establish a special non-lapsing fund to be known as the special excise tax fund. All revenues from the building excise tax shall be deposited in the special excise tax fund. Interest earned by money in the special excise tax fund shall accrue to the special excise tax fund.

8.02 *Use of special excise tax fund – non-residential construction.* Revenues deposited in the special fund that are generated by the building excise tax imposed on nonresidential construction may only be used for:

- (a) Primary, secondary, or higher education capital expenditures;
- (b) Public safety capital expenditures;
- (c) Public infrastructure projects; and
- (d) Debt reduction related to capital improvements expenditures.

8.03 *Use of special excise tax fund - residential construction.* The revenues from the building excise tax imposed on residential construction may only be used as follows:

- (a) 70% for schools;
- (b) ~~23~~25% for roads;
- ~~(c) 2% for public libraries; and~~
- ~~(d)~~(c) 5% for general county government capital improvement expenditures except roads, parks and recreational facilities, public safety, water and sewer infrastructure, and agricultural land preservation.

8.04 The revenues from the building excise tax imposed on residential construction used for ~~public libraries, water and sewer infrastructure, and parks and recreation~~general county government improvement expenditures may only be used for the capital costs of public works, improvements, and facilities.

8.05 The revenues from the building excise tax imposed on residential

construction used for schools may only be used for the capital costs required to accommodate new construction or development in the County.

8.06 At the end of a fiscal year, any unspent or unencumbered balance in the special fund shall remain in the fund, available for use in future fiscal years for purposes specified in this subsection and does not revert to the general fund of Washington County.

8.07 Capital costs include the costs of land acquisition for public works, improvements, facilities, and schools.

9. Municipalities.

9.01 *Building excise tax applicable.* This building excise tax shall apply to all construction in Washington County, including construction within the boundaries of a municipal corporation.

9.02 *Collection of tax by a municipal corporation* ~~without an adequate public facilities ordinance. This § 9.02 applies to a municipal corporation within Washington County that has not adopted an adequate public facilities ordinance with school adequacy tests substantially similar to or more stringent than the adequate public facilities ordinance adopted by the County Commissioners.~~

(a) All municipal corporations located within Washington County described in § 9.02 of this paragraph shall assist the County Commissioners in the collection of the building excise tax within the municipal corporation by:

- (i) Collecting the tax prior to the issuance of a building permit and remitting the tax monthly to the Director of Finance, but in no case more than 30 days after the end of the month during which it was collected, and shall deliver therewith a full and accurate accounting of the collections in a format specified by the County; or
- (ii) Requiring the tax to be paid to the Director of Finance prior to the issuance of a building permit.

(b) The failure of a municipality to comply with the requirements of §9.02(a) ~~(+)~~ shall disqualify that municipality from retaining any funds for administrative costs provided for in ~~§9.0403~~ of this Ordinance for the period of non-compliance.

~~9.03—Collection of tax by a municipal corporation with an adequate public facilities ordinance. This § 9.03 applies to a municipal corporation within Washington County that has adopted an adequate public facilities ordinance with school adequacy tests substantially similar to or more stringent than the adequate public facilities ordinance adopted by the County Commissioners.~~

~~(a)~~(c) For residential construction, the municipal corporation:

- (i) Shall assist the County Commissioners in the collection of that portion of the building excise tax that is dedicated to schools and ~~public libraries~~general county government capital expenditures as provided under §8.03 of this Ordinance, by collecting and remitting that amount of the tax to the County Director of Finance; and
- (ii) May retain the remaining portion of the building excise tax.

~~(b)~~(d) For non-residential construction, the municipal corporation:

- (i) Shall assist the County Commissioners in the collection of ~~7275~~% of the building excise tax on non-residential construction as provided under § 8.02 of this Ordinance, by collecting and remitting that amount of the tax to the County Director of Finance; and
- (ii) May retain the remaining portion of the building excise tax.

~~(e)~~(c) The municipal corporation is not required to retain any portion of the building excise tax as provided under §9.~~03~~02.

~~(d)~~(f) Any portion of the building excise tax not retained by a municipal corporation under §§~~9.03(a)(ii) or 9.03(b)(ii)~~9.02(c).(ii) or 9.02(d)(ii) shall be remitted to the County Director of Finance monthly, but in no case more than 30 days after the end of the month during which it was collected, and shall deliver therewith a full and accurate accounting of the collections in a format specified by the County. The failure of a municipality to comply with the requirements of §~~9.03(d)~~9.02(f) shall disqualify that municipality from retaining any funds for administrative costs provided for in §9.~~04-03~~ of this Ordinance for the period of non-compliance.

~~(e)~~(g) The director of finance of a municipal corporation retaining any revenue from the building excise tax under §§~~9.03(a)(ii) or 9.03(b)(ii)~~9.02(c)(ii) or 9.02(d)(ii) shall deposit the revenues into a non-

lapsing special fund.

~~(f)~~(h) The revenues from the municipal corporation's special fund indicated in §~~9.03(e)~~9.02(g) may only be used for the capital costs of public works, capital improvements, and facilities required to accommodate new construction for development of:

- (i) Roads;
- (ii) New construction or development of parks and recreational facilities;
- (iii) New construction or development of water and sewer infrastructure; and
- (iv) New construction or development of public safety facilities.

~~(g)~~(i) At the end of a fiscal year, any unspent or unencumbered balance in the municipal corporation's special fund shall remain in the fund, available for use in future fiscal years for purposes specified in §~~9.03(f)~~9.02(h) of this section, and does not revert to the general fund of the municipal corporation.

~~9.04~~9.03 *Administrative fees for collection.*

(a) A municipal corporation that collects and remits the excise tax to the County Commissioners may deduct from the revenues collected a fee of two percent (2%) of the revenues remitted to the County Commissioners under this section, not including any portion retained pursuant to ~~§9.0302~~, for administrative costs.

(b) If the municipal corporation can demonstrate to the satisfaction of the Board of County Commissioners that the direct administrative costs of collecting the building excise tax exceed the two percent (2%) rate authorized in the §~~9.0403~~(a), the Board, in its sole discretion, after receiving the recommendation of the Director of Finance, may authorize the municipal corporation to withhold all or any portion of the direct administrative costs claimed for collecting the building excise tax remitted to the County Commissioners or may direct that the municipal corporation be reimbursed with the costs.

10. Appeals

10.01 *Administrative appeals.* An applicant aggrieved by a decision regarding the calculation of the amount of building excise tax, the granting or denial of an exemption, or otherwise interpreting or applying this building excise tax, may appeal the decision to the County Administrator within 30 days of the date of the written decision of the Director of ~~Plan Review and Permitting~~Permits and Inspections, provided that either:

- (a) Processing of the building permit is delayed pending the decision
- (b) of the County Administrator; or
- (c) The applicant pays the building excise tax prior to filing the appeal.

10.02 *Burden of proof.* The burden of proof shall be on the appellant to demonstrate that the decision of the Director of ~~Plan Review and Permitting~~Permits and Inspections is erroneous.

10.03 *Procedures.* Appeals must be filed in writing with the County Administrator, with a copy of the appeal to the Office of the County Attorney, stating the grounds of the appeal. Appeals from any decision of the Director of ~~Plan Review and Permitting~~Permits and Inspections under this Ordinance shall be *de nova*. The County Administrator shall hold such hearings as are necessary and may request additional information from the Appellant. The decision of the County Administrator shall be in writing and shall be rendered within a reasonable time.

10.04 *Judicial review.*

(a) Any party aggrieved by a decision of the County Administrator may file for judicial review of the decision in accordance with Maryland Rules 7-201, *et seq.*, provided that such appeal is filed within thirty (30) days of the date of the written decision of the County Administrator. This and all subsequent appeals shall be on the record of the decision of the County Administrator and may not be heard *de nova*.

(b) The decision of the Circuit Court may be appealed to the Court of Special Appeals or, upon certiorari, to the Court of Appeals in accordance with the Maryland Rules.

(c) The County Commissioners may file a responsive pleading and be a party to or file for judicial review in the Circuit Court or take an appeal to the

(d) Court of Special Appeals or, upon certiorari, to the Court of Appeals, of any decision made under this Ordinance.

10.05 *Reports to the Board of County Commissioners.* The County Administrator shall immediately report to the Board of County Commissioners on appeals from decisions of the Director of ~~Plan Review and Permitting~~ Permits and Inspections including the issues raised, the decision, the decision on any further appeal, and any changes made to County policies and procedures as a result of the appeal.

11. Enforcement.

11.01 *Misdemeanor.* It is unlawful for any person or entity to enlarge, alter or change any use of property or to erect, construct, enlarge, alter, repair, move, improve, make, put together, or convert any building in the County, or attempt to do so, or cause the same to be done, without first paying any building excise tax imposed by this Ordinance. Any person or entity who shall so violate this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined up to five hundred dollars (\$500.00) or imprisoned for up to thirty (30) days, or be both fined and imprisoned. Each day that the violation continues shall be deemed a separate offense.

11.02 *Action to enforce.* In the event the building excise tax is not paid as required, the Office of the County Attorney or its designee may institute an action to recover the building excise tax and enjoin the use of the property until the building excise tax is paid. The person who fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.

11.03 *Lien and enforcement same as County real property taxes.* If not paid as required by this Ordinance, the building excise tax shall automatically constitute a lien against the property being developed and shall be levied, collected, and enforced in the same manner as are County real property taxes, and shall have the same priority and bear the same interest and penalties as County real property taxes for lien purposes.

12. Annual reports.

12.01 *Reports by the municipal corporations.*

(a) On or before September 30 of each year, each municipal corporation that retains revenues under §9.03 of this Ordinance shall report annually to the Board of County Commissioners:

- (i) The amount of revenues the municipal corporation received and the number of single-family and multifamily residential units that generated these revenues;
- (ii) The amount of revenues remitted to the Board of County Commissioners and the amount retained by the municipal corporation; and
- (iii) A detailed accounting of how the revenues that were retained by the municipal corporation were distributed among the acceptable uses specified in § 9.03~~(f)~~ of this Ordinance and the specific projects for which the revenues were used.

(b) The report prepared by each municipal corporation shall be based on the fiscal year ending on June 30 of the year the report is submitted.

12.02 *Reports by the Director of Finance.* The Director of Finance shall prepare and submit an annual report on or before November 30 of each year to the Board of County Commissioners that shall include the following information for the prior fiscal year:

- (a) The total amount of building excise taxes collected;
- (b) The amount of funds appropriated from the special excise tax fund;
- (c) The amount of funds expended from the special excise tax fund;
- (d) The amount of funds from County sources appropriated for each of the categories set forth in § 8 of this Ordinance; and
- (e) The funds remaining in the special excise tax fund.

12.03 *Reports by the Board of County Commissioners.* On or before December 31 of each year, the Board of County Commissioners shall:

- (a) Report to the members of the Washington County legislative delegation:
 - (i) The amount of revenues by school district that the Board of County Commissioners received from nonresidential building types, residential units, and the number and types of units that generated these revenues; and

- (ii) The manner in which the revenues were distributed among the acceptable uses specified in § 8 of this Ordinance and the specific projects for which the revenues were used.

(b) Submit to members of the Washington County legislative delegation the report prepared by each municipal corporation under § 12.01 of this Ordinance.

(c) The reports prepared by the Board of County Commissioners shall be based on the fiscal year ending on June 30 of the year the reports are submitted.

13. Agricultural land preservation

13.01 ~~Each fiscal year, the Board of County Commissioners shall encumber at least \$1,000,000 of local funds for agricultural land preservation.~~

May 20, 2025

Washington Co. Dept. of Planning and Zoning
Attn: Jill Baker, Director
747 Northern Avenue
Hagerstown, MD 21742
jbaker@washco-md.net

Re: APF-25-001 – Proposed Changes to Adequate Public Facilities Ordinance (the “APFO”) and Building Excise Tax Ordinance (the “BETO”)

Dear Jill:

Please accept the within letter as additional public comment on the proposed amendments to the APFO and BETO on behalf of numerous residential and commercial developers in Washington County.

IN GENERAL

Any modifications to the APFO or BETO should only have a prospective effect on new projects and not be applicable to projects currently active in either the approval process or development/construction phase.

Currently, the APFO applies to all “New Development” which is defined in § 2.3.13 as “new subdivisions and site plans for new construction received for approval by the Washington County Planning Commission after the effective date of this Ordinance as set forth in Article XII” which identifies an effective date of December 1, 1990.

Similarly, the new excise tax rates would be immediately applicable to building permit applications for new homes or commercial projects no matter how long they’ve been in the approval or development process.

APFO

§ 5.4: Determination of Adequacy

No objection to adjusting the adequacy determination for elementary schools from “Local Rated Capacity” i.e. 90% of State Rated Capacity to the more consistent 100% State Rated Capacity to align with the adequacy thresholds for middle and high schools.

Based upon the most recent WCPS Official Enrollment data from March 2025 and the 2024-2025 WCPS “Facilities Fact Sheet” both of which are summarized in the chart attached hereto below, this change from 90% to 100% of State Rated Capacity as the

threshold for “adequacy” under the APFO, would reduce the number of “inadequate” elementary schools from seventeen (17) to eight (8) and be more equitable in application.

§ 5.5: Measuring for Available Capacity

- Request:***
- 1. Make final determination of adequacy at the time of preliminary rather than final plat review / approval.***
 - 2. Consider additional data points when measuring for available capacity.***

As currently provided in § 5.5 of the APFO, adequacy of the schools impacted by a development project is “tentatively measured” at the time of preliminary consultation and preliminary plat review and ... finally measured and determined as of the date of final plat or site plan submission.” (emphasis added)

In most cases, because the preliminary plat contains all the requisite plans and engineering needed to commence and complete the construction of a project’s infrastructure (e.g. water, sewer, roads, SWM, etc.), development work begins immediately following approval of the preliminary plat. The final plat is not submitted for approval until development is completed and finished lots are ready to be sold.

Therefore, it is possible for a project to receive a determination of school adequacy at the preliminary plat stage, expend significant costs to complete all or a substantial portion of the project’s development work, and not be able to proceed with a final plat if one or more of the impacted schools has recently been determined to be over capacity. To prevent this scenario from occurring, § 5.5 of the APFO should be revised to provide for final determination of adequacy at the time of preliminary rather than final plat review / approval.

Additionally, when measuring for available capacity, the County should consider a number of additional data points not currently identified in § 5.5 including the following:

- Whether the school facility determined to be “inadequate” has the ability to accommodate additional students with the use of classrooms in relocatable buildings which, while not ideal, is a practice commonly used by WCPS to accommodate temporary enrollment fluctuations and need for additional school capacity; and
- Whether there are special circumstances which justify an adjustment to the Official Enrollment figures provided by WCPS and which could result in an inaccurate determination of “inadequacy.” For example, are there half-day students (e.g. Pre-K, Barbara Ingram, Hagerstown Community College, etc.) counted in the Official Enrollment for a school facility?

§ 5.6: Options for Mitigation of Inadequate School Capacity

Request: Rather than replace the Alternate Mitigation Contribution (AMC) with a mandatory cap of twenty-five (25) dwelling units per year (35 units for multi-family projects), allow either option to be elected by the project developer.

The inconsistent implementation of the APFO across jurisdictions in Washington County and the rationale for increasing the more generally applicable Building Excise Tax, is understood.

However, by removing the Alternate Mitigation Contribution (AMC) and replacing it with a mandatory cap of twenty-five (25) dwelling units per year (35 units for multi-family projects) the proposed APFO amendments will have several unintended consequences.

First, such a mandatory cap will have a general chilling effect on larger-scale residential developments needing more than twenty-five (25) units per year to sustain project viability.

As discussed at length in the Housing Element of the County's draft Comprehensive Plan 2040, "residential permit activity for all dwelling types declined heavily after 2009" (Ch. 6, p. 16) which, when combined with population growth and other demographic factors, has combined to create a significant need for additional housing in Washington County. Imposing a mandatory twenty-five (25) unit per year will be a major impediment to reaching that goal.

Second, because the APFO will still not be applicable in the City of Hagerstown or other jurisdictions choosing not to adopt or enforce their own version of the APFO, larger-scale residential development will likely concentrate in those areas to avoid the twenty-five (25) units per year cap.

If the AMC were retained in the APFO and permitted as an alternative option to a twenty-five (25) unit per year cap, then perhaps the above consequences could be avoided.

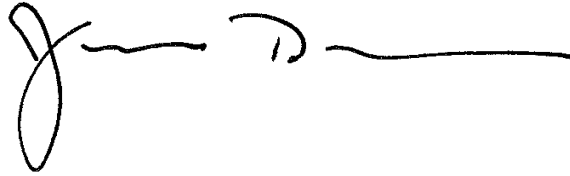
Moreover, because the proposed revisions to the BETO already contemplate a credit against the Excise Tax for amounts previously paid via AMC, it would not be difficult to modify the language to also allow a credit against the Excise Tax for current AMC payments and not just prior.

BETO

No objection to increasing the BETO amount for residential development. However, increasing from \$1.00 to \$1.50 per sq. ft. of gross area for non-residential, non-retail construction will have an onerous effect on the warehouse / distribution sector which has no impact on schools and relatively low impact on roads, water and sewer infrastructure. As such, the higher rate is not only inequitable, but unnecessary and potentially damaging to a development sector that has been generating significant employment and tax base for the County.

As always, appreciate your time and consideration and welcome the opportunity to discuss in greater detail if desired.

Very truly yours,
JD LAW COMPANY, INC.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of connected loops and a long horizontal stroke.

Jason M. Divelbiss
Attorney at Law

Email: jdivelbiss@divelbisslaw.com

<u>Elementary School</u>	<u>Construction Date¹</u>	<u>State Rated Capacity²</u>	<u>March '25 Enrollment</u>	<u>% of State Rated Capacity</u>
Bester	2014	628	520	83%
Boonsboro	1950	499	520	104%
Cascade	1924	278	135	49%
Clear Spring	1954	386	396	103%
Eastern	1992	572	439	77%
<i>Emma K. Doub</i>	<i>1967</i>	<i>297</i>	<i>381</i>	<i>128%</i>
Fountaindale	1949	365	429	118%
Fountain Rock ³	1970	271	321	118%
Greenbrier	1949	274	264	96%
Hancock	1977	295	190	64%
<i>Hickory⁴</i>	<i>1975</i>	<i>268</i>	<i>346</i>	<i>129%</i>
Jonathan Hager	2016	471	487	103%
Lincolnshire	1954	545	509	93%
Maugansville	2008	755	731	97%
Old Forge	1970	366	353	96%
Pangborn	2008	745	741	99%
Paramount	1994	408	397	97%
Pleasant Valley	1960	225	180	80%
<i>Potomac Heights</i>	<i>1970</i>	<i>294</i>	<i>352</i>	<i>120%</i>
Rockland Woods	2008	751	679	90%
Ruth Ann Monroe	2011	692	609	88%
Salem Avenue	1951	722	701	97%
Sharpsburg	2020	471	363	77%
Smithsburg	1953	431	363	84%
Williamsport	1959	568	531	93%
Elementary Schools at or above 90% SRC	17			
Elementary Schools at or above 100% SRC	8			
Elementary Schools at or above 120% SRC	3			

¹ 2024-2025 WCPS "Facilities Fact Sheet"

² 2024-2025 WCPS "Facilities Fact Sheet"

³ Scheduled to be replaced in 2028 with new Downsville Pike ES

⁴ Scheduled to be replaced in 2028 with new Downsville Pike ES

<u>Middle School</u>	<u>Construction Date⁵</u>	<u>State Rated Capacity⁶</u>	<u>March '25 Enrollment</u>	<u>% of State Rated Capacity</u>
Boonsboro	1976	870	655	75%
Clear Spring	1979	605	304	50%
E. Russell Hicks	1967	841	854	102%
Northern	1980	913	845	93%
Smithsburg	1976	839	562	67%
Springfield	1977	1096	804	73%
Western Heights	1976	998	858	86%
Middle Schools at or above 100% SRC	1			
Middle Schools at or above 120% SRC	0			

<u>High School</u>	<u>Construction Date⁷</u>	<u>State Rated Capacity⁸</u>	<u>March '25 Enrollment</u>	<u>% of State Rated Capacity</u>
Barbara Ingram	2009	553	341	62%
Boonsboro	1958	1098	761	69%
Boyd Michael Tech.	1972	642	581	90%
Clear Spring	1974	656	427	65%
Hancock Middle/High	1956	591	207	35%
North Hagerstown	1956	1423	1452	102%
Smithsburg	1965	897	671	75%
<i>South Hagerstown</i>	<i>1956</i>	<i>1240</i>	<i>1518</i>	<i>122%</i>
Williamsport	1970	1094	920	84%
High Schools at or above 100% SRC	2			
High Schools at or above 120% SRC	1			

⁵ 2024-2025 WCPS "Facilities Fact Sheet"

⁶ 2024-2025 WCPS "Facilities Fact Sheet"

⁷ 2024-2025 WCPS "Facilities Fact Sheet"

⁸ 2024-2025 WCPS "Facilities Fact Sheet"

**Washington County Public Schools
2024-2025 Facilities Fact Sheet - Working Draft**

Updated December 18, 2024

Washington County Public School Facilities and Property	Buildings					Enrollment - Capacity				Other Factors				
	1	2	3	4	5	6	7	8	9	10	11	13	15	16
	Site Size-Acres	Gross Square Footage	Original Construction Date	Addition and Renovation Dates	Number of Classrooms in Relocatable Buildings	State-Rated Capacity	Local-Rated Capacity	2024/2025 Total Pre-K-12 Enrollment (Official Sept. 30, 2024)	Percent of State-Rated Capacity	Title One School	*Possibility of an Addition	**Open/Closed Classrooms Assessment	Public Water	Public Sewer
Elementary														
Bester Elementary	12.80	72,951	2014			628	565	490	78%	Title I	No	C	Y	Y
Boonsboro Elementary	11.01	62,716	1950	1991	4	499	449	514	103%		Maybe	C	Y	Y
Cascade Elementary	9.72	54,646	1924	1965, 1969		278	250	137	49%		No	C/1	Y	Y
Clear Spring Elementary	9.00	43,393	1954	2000	1	386	347	398	103%		No	C	Y	Y
Eastern Elementary	20.11	58,280	1992		2	572	515	439	77%	Title I	Maybe	C	Y	Y
Emma K. Doub Elementary	10.00	35,476	1967	1995, 2000	4	297	267	389	131%	Title I	Maybe	C/2	Y	Y
Fountain Rock Elementary	16.62	35,318	1970	2009	2	271	244	319	118%		Maybe	O	N	N
Fountaindale Elementary	13.10	53,406	1949	1954, 1968	4	365	329	413	113%		Maybe	C	Y	Y
Greenbrier Elementary	9.05	36,835	1971		3	274	247	259	95%		No	O	N	N
Hancock Elementary	16.95	37,441	1977		1	295	266	193	65%		Maybe	O	Y	Y
Hickory Elementary	10.23	39,571	1975		2	268	241	326	122%	Title I	Maybe	O	Y	Y
Jonathan Hager Elementary	16.62	65,433	2016			471	424	498	106%	Title I	Yes	C	Y	Y
Lincolnshire Elementary	13.65	64,791	1954	1964, 1997	3	545	491	503	92%	Title I	Maybe	C	Y	Y
Maugansville Elementary	28.51	91,586	2008			755	680	698	92%		Yes	C	Y	Y
Old Forge Elementary	15.00	40,777	1970	1995	2	366	329	354	97%		No	P	N	N
Pangborn Elementary	18.43	88,116	2008		3	745	671	749	101%	Title I	Yes	C	Y	Y
Paramount Elementary	10.25	47,923	1994		2	408	367	397	97%		No	C	Y	Y
Pleasant Valley Elementary	11.70	28,550	1960	1990	1	225	203	186	83%		Maybe	C/1	Y	Y
Potomac Heights Elementary	9.69	37,347	1970		3	294	265	351	119%		Maybe	O	Y	Y
Rockland Woods Elementary	13.60	85,277	2008			751	676	655	87%		Yes	C	Y	Y
Ruth Ann Monroe Primary	19.68	80,816	2011			692	623	579	84%	Title I	Yes	C	Y	Y
Salem Avenue Elementary	13.24	79,084	1951	1995, 2005, 2006	4	722	650	713	99%	Title I	No	C	Y	Y
Sharpsburg Elementary	11.60	60,054	2020			471	424	362	77%		No	C	Y	Y
Smithsburg Elementary	11.13	48,587	1953	1997	2	431	388	362	84%		Maybe	C	Y	Y
Williamsport Elementary	20.00	64,112	1959	1965, 2003	1	568	511	533	94%		Maybe	C	Y	Y
Sub-totals	351.59	1,412,486				11,577	10,422	10,817						
Middle Schools														
Boonsboro Middle	22.15	105,590	1976			870	870	673	77%		Maybe	P	Y	Y
Clear Spring Middle	34.17	66,122	1979			605	605	301	50%		No	P	Y	Y
E. Russell Hicks Middle	33.44	103,131	1967		4	841	841	841	100%		Yes	C	Y	Y
Northern Middle	16.62	102,782	1980			913	913	841	92%		No	C/2	Y	Y
Smithsburg Middle	30.00	108,975	1976			839	839	554	66%		No	P	Y	Y
Springfield Middle	40.00	134,755	1977			1,096	1,096	808	74%		Maybe	P	Y	Y
Western Heights Middle	24.96	127,315	1976	2013	4	998	998	883	88%		Yes	C/2	Y	Y
Sub-totals	201.34	748,670				6,162	6,162	4,901						
Senior High Schools														
Barbara Ingram School For The Arts and Vincent Rauth Groh Academic Center	0.27	81,495	2009	2020		553	553	347	63%		No	C	Y	Y
Boonsboro High	59.55	142,319	1958	1975, 1997, 2021	3	1,098	1,098	754	69%		No	C	Y	Y
Boyd J. Michael III Tech High***	18.11	116,756	1972	1996, 2006, 2022		642	642	592	92%		Maybe	C	Y	Y
Clear Spring High	60.00	101,662	1974	1989, 1998		656	656	424	65%		Maybe	P	Y	Y
Hancock Middle-Senior High	51.07	96,809	1956	1988, 1995, 2000		591	591	215	36%		Maybe	C	Y	Y
North Hagerstown High	68.76	168,750	1956	1992	5	1,423	1,423	1,465	103%		Maybe	C	Y	Y
Smithsburg High	39.25	129,460	1965	1994, 1996, 2006	1	897	897	679	76%		No	C	Y	Y
South Hagerstown High	63.29	167,084	1956	1989, 1999, 2001, 2022	17	1,240	1,240	1,559	126%		Maybe	C	Y	Y
Williamsport High	53.67	153,846	1970	1995, 2015	5	1,094	1,094	934	85%		Maybe	C	Y	Y
Sub-totals	413.97	1,158,181				8,194	8,194	6,969						
Instructional Centers														
Antietam Academy (ILC)	12.00	45,000	2010			200	200	N/A	N/A		Yes	C	Y	Y
Children's Village****	3.10	11,747	1987			N/A	N/A	N/A	N/A				Y	Y
Fairview Outdoor School	92.00	21,080	1979			120	120	N/A	N/A				Y	Y
Funkstown Elementary****	11.96	24,197	1967			180	162	N/A	N/A		Maybe	C/2	Y	Y
Marshall Street Center (w/JDC)	2.00	49,945	1976			150	150	85	N/A				Y	Y
Public Service Academy (WCTH)	2.02	17,062	1957	1994, 2009, 2014		N/A	N/A	N/A	N/A		No	P	Y	Y
Sub-totals	123.08	169,031				650	632	85						
Administrative														
Administration Center (820 Commonwealth)	11.12	32,543	1966	1965, 1969, 1990, 2014		N/A		N/A	N/A				Y	Y
Center For Educational Services	44.88	143,500	1967	2014		N/A		N/A	N/A				Y	Y
Sub-totals	56.00	176,043												
Totals	1,145.98	3,664,411			83	26,583	25,410	22,772						

* "Yes" indicates the possibility of adding four classrooms without any additions to the core infrastructure or negative impact on student achievement or student safety.
Schools listed as "Maybe" for additions will require additional costs to accommodate upgrades needed to the facility due to age, site limitations, need of public utilities, and core space limitations.

**Closed/Open Schools = C is closed, C/1 is closed with open corridors, C/2 is closed with an open media center, P is partially open, and O is open.

*** Boyd J. Michael III Technical High School's enrollment is shown. For State reporting these students are counted at their home high school.

**** Funktown Elementary does not currently house students.

BOARD OF EDUCATION OF WASHINGTON COUNTY

Hagerstown, Maryland 21740

March 2025

OFFICIAL ENROLLMENT

as required by Section 5.3 and 5.5 (c) of the current Adequate Public Facilities Ordinance (APFO)
for the determination of the available capacity at school facilities.

2024-2025

	School	State Rated Capacity	Local Rated Capacity	Enrollment
E L E M E N T A R Y	Bester	628	565	520
	Boonsboro	499	449	520
	Cascade	278	250	135
	Clear Spring	386	347	396
	Eastern	572	515	439
	Emma K. Doub	297	267	381
	Fountaindale	365	329	429
	Fountain Rock	271	244	321
	Greenbrier	274	247	264
	Hancock	295	266	190
	Hickory	268	241	346
	Jonathan Hager	471	424	487
	Lincolnshire	545	491	509
	Maugansville	755	680	731
	Old Forge	366	329	353
	Pangborn	745	671	741
	Paramount	408	367	397
	Pleasant Valley	225	203	180
	Potomac Heights	294	265	352
	Rockland Woods	751	676	679
	Ruth Ann Monroe	692	623	609
	Salem Avenue	722	650	701
	Sharpsburg	471	424	363
	Smithsburg	431	388	363
	Williamsport	568	511	531
			10,937	Sub-Total Elementary Schools
M I D D L E	Boonsboro	870		655
	Clear Spring	605		304
	E. Russell Hicks	841		854
	Northern	913		845
	Smithsburg	839		562
	Springfield	1,096		804
	Western Heights	998		858
			4,882	Sub-Total Middle Schools
H I G H	Barbara Ingram	553		341
	Boonsboro	1,098		761
	Boyd J. Michael, III			
	Technical	642		581
	Clear Spring	656		427
	Hancock Middle/High	591		207
	North Hagerstown	1,423		1,452
	Smithsburg	897		671
	South Hagerstown	1,240		1,518
	Williamsport	1,094		920
			6,878	Sub-Total High Schools
O T H	Marshall Street Ed. Ctr.	90		54
	Job Development Center	60		38
			92	Sub-Total Other Schools
	TOTAL			22,789



May 19, 2025

John Barr, President
Washington County Board of County Commissioners
101 West Washington Street
Hagerstown, MD 21740

Dear Mr. Barr:

RE: Public Hearing Submission - APFO and BETO Proposals

We thank the Board of County Commissioners for extending the comment period on this issue to allow additional time to digest the proposals. The Mayor and City Council discussed this matter at their May 13, 2025 Work Session. Additionally, I recently met with Washington County Planning Director, Jill Baker to gain additional insight to the reasoning and operation of the proposed amendments.

We wish to submit the following comments and associated attachments for the Public Hearing. This is in addition to our letter submitted on May 6, 2025 which is attached for reference.

The following is our understanding of the situation:

1. The monetary contribution associated with the APFO for schools at less than 120% of capacity is being removed. A mitigation plan remains required for schools that are over 120% of capacity. Those that have previously paid may receive a credit.
2. There is no expectation or argument being made by the County that municipalities are subject to the County's APFO. State law allows municipalities to choose whether to adopt an APFO.
3. The various BETO tax rates for new construction are being adjusted to offset the removal of the provision in #1 above. Among those adjustments is that the tax rate for new residential construction will increase from \$1 per square foot to \$2 per square foot. The intent of this is to offset a real or perceived inequity between the impact of housing development on schools between the County and municipalities that do not have an APFO.

Based on these understandings, the City of Hagerstown offers the following comments:

1. The City understands the need to adequately plan for infrastructure to accommodate growth that will come to our County, and to do so in an equitable manner. We also find increasing the cost of residential new construction by \$1 per square foot counter-productive to the provision of affordable housing in Washington County. Provided that these amendments to the BETO are applied evenly and are not intended to create a path for the County to regulate or interfere with the City's ability and authority over its own permitting process, the City understands and has no comment.

2. We understand the County's responsibility to fund improvements in the County's capital budget and we understand the Board of Education's responsibility to make decisions regarding what school facilities are built. The new BETO language states that the tax can only be used to fund the construction of new seating capacity in the schools. We suggest additional language be added to the BETO to ensure funds allocated to schools are used to address capacity and to provide public reporting of the use of these funds.
3. The City seeks clarification between the County's Staff Report and Analysis and the language of the BETO changes. On page 3 of the memo, it indicates that the Alternative Mitigation Contribution (AMC) will be removed from the APFO and applied within the BETO. Is it the intent of the County to add the AMC to the BETO? Or, does the additional \$1 in excise tax serve the purpose of the AMC? If the intent is to move it to the BETO, please direct us to where in the draft Ordinance this appears. Given that the County has collected two different amounts (AMCs and excise tax), it is confusing as to why those sources appear not to have been applied toward creating new seating capacity in capital projects for many years.
4. In this process, comments have been made that suggest the City of Hagerstown's current development pipeline and anticipated growth are somehow the cause of problems meeting capacity needs in the schools. It was stated that with the City not having an APFO, the County lost out on approximately \$2 million in school construction funds. Attached herewith for the record you will find a list of certain data points that demonstrate that the City's development program is not creating such problems.

The Mayor and City Council observed that there are seventeen portable classrooms at South Hagerstown High School – more than at all of the other high schools put together. Yet, redistricting the boundaries that separate South High from the attendance area of adjacent high schools that are well under capacity has not occurred, nor are there any proposed capacity improvements to high schools in the capital budget. Please see attached data sheets for more information.

Based on the available data, we do not understand why there are claims that development is happening at a pace that is beyond the County's or the Board of Education's ability to address what growth is occurring.

Attached you will also find a copy of the Washington County Public Schools enrollment chart, the high school attendance zone map, a map of subdivisions created in the last 75 years in the Hagerstown region delineated by decade and a copy of my previous letter on this matter for your reference.

Due to the regional housing shortage, growth of commercial development and the accompanying demand for housing, residential growth is anticipated in coming years and decades. The City of Hagerstown stands ready to partner with the County, the Board of Education and the County's other municipalities to ensure all development can be properly anticipated, planned for and accommodated.

The time to anticipate and begin planning for that growth by planning for additional capacity is now.

Thank you for the opportunity to comment on these proposals.

FOR THE CITY OF HAGERSTOWN, MARYLAND



Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

Attachments: Hagerstown Planning Data Related to Schools and Municipal Growth
Board of Education Enrollment Chart
WCPS High School Attendance Zone Map
Bockmiller Letter of May 6, 2025
Hagerstown and Surrounding Suburban Area Development Map, 1950 to Present

Copy: S. Nicewarner, City Administrator
M. Hepburn, Finance Director
J. Thompson, Director of Planning and Economic Development
Planning Commission Members

CITY OF HAGERSTOWN
RESIDENTIAL GROWTH AND SCHOOL CAPACITY DATA

Hagerstown Residential Development Data

1. Percentage of population growth of the central county in the last 75 years attributable to the City of Hagerstown: 19%
Please see the attached map plotting the subdivisions in the central county area, color coded by decade.
2. Percentage of population growth of the central county in the last 75 years attributable to the City of Hagerstown, by decade: Low: 0% High: 40%
3. Number of housing units in the City of Hagerstown in 2020 (US Census): 19,779
4. Average annual number of permits issued for new dwelling starts by City: 70
5. Average annual increase in the number of dwelling units in the City: 0.35%.
6. Size of Hagerstown as a municipality ranked by size of population in Maryland: Fifth
As the fifth largest municipality in the State of Maryland, with a population of 43,909 and a housing inventory of nearly 20,000 units, adding 70 units per year meets no definition of "explosive," "uncontrolled" or "unreasonable" residential growth.
7. As stated by Ms. Baker at the Board of County Commissioners meeting on May 6, the City's Annual Report to the Maryland Department of Planning stated that 1,039 residential lots were approved through the City's development review process in 2024. This is true at the development (site) plan level. However, this does not reflect actual subdivision lots that were approved by the Planning Commission. Development plans (especially for those developments that are very large) typically take a larger number of years to "build out". Approval of a development plan does not equate to imminent approvals of plats for the entirety of the development or issuance of building permits. Hagerstown does have a significant pipeline of lots in various stages of development. Although the area is likely to experience an increase in residential development in coming years, it will take years for the market to absorb the current pending supply. The number of actual lots platted was more like approximately 200 units, and it will take a few years for that inventory to build out.
8. Hagerstown does have certain growth control measures and does not approve the recordation of subdivision plats without control. These are embedded in the City's sewer capacity allocation program. A certain number of EDUs (equivalent dwelling units) are allocated each quarter and must be divided among pending developments. Depending on demand at any given time, a large development may have to wait through multiple cycles of allocation to accrue all of the sewer capacity they need to record all lots shown on a development plan and a proposed plat.

Board of Education Data

1. 2012 official enrollment figure for Washington County Public Schools: 22,402
2024 Official enrollment figure for Washington County Public Schools: 22,804
Net increase over 12 years: 402
Average county-wide annual net increase: 33.5 students
Average annual enrollment growth rate: 0.14% per year
This figure is virtually flat and does not reflect a "growth problem" to date.

2. State-rated capacity of the system: 26,583 students
 Excess seats compared to current enrollment data: approximately 3,800 seats
 This excess is approximately divided evenly among the three levels.
3. Although less densely populated than the city, a large majority of the attendance zone for North Hagerstown High School lies outside of the municipality of Hagerstown, extending to the Pennsylvania line, Greencastle Pike and nearly to Leitersburg. Please see the attached attendance zone map. When referring to the accompanying development map, a large amount of development pressure on this school has occurred beyond City control.
4. Although less densely populated than the city, a large majority of the attendance zone for South Hagerstown High School lies outside of the municipality of Hagerstown, extending as far south as Jones's Crossroads and Beaver Creek. Please see the attached attendance zone map. When referring to the accompanying development map, a large amount of development pressure on this school has occurred beyond City control.
5. Clear Spring High School: 232 vacant seats 65% of State rated capacity.
 Williamsport High School: 160 vacant seats 85% of State-rated capacity.
 Boonsboro High School: 344 vacant seats 69% of State-rated capacity.
 Smithsburg High School: 218 vacant seats 76% of State-rated capacity.
 954 total vacant seats

The attendance areas for all four abut that of South Hagerstown High School. There are no plans to redistrict, nor are there plans in the capital budget to add capacity at South Hagerstown High School, which has more portable classrooms than all of the other high schools collectively. The number of available vacant seats in high schools that have attendance zones that abut South Hagerstown High School's zone is approximately three times what South Hagerstown High School is over capacity.

6. The residents of Hagerstown represent approximately 1/3 of the total population of Washington County and the enrollment in the public schools is similar to that figure. North Hagerstown High School and South Hagerstown High School also represent about 1/3 of the high school seating capacity in the system. However both high schools draw students from a wide distance outside of the City's limits. This suggests that if there is a "growth problem" it is not one of the City's making.
7. Enrollment of high school students in the County's schools: 6,969
 Enrollment at South Hagerstown High School and North Hagerstown High School: 3,024
 Percentage of County's high school students attending these two schools: 43.4%
 The two Hagerstown high schools accommodate approaching half of the county-wide enrollment.
8. According to the City's understanding of the County's currently pending capital budget, two new "replacement middle/high schools" have been placed in the budget for out years. Based on this description, this appears that they will have little or no impact on existing capacity issues in the growth area, nor could they be funded by the revised BETO tax funds as proposed.
9. Since the creation of the County's APFO and BETO, many millions of dollars have been collected, purportedly to address school capacity issues. The amounts collected do not seem to coincide with increases in seating capacity figures over time.
10. The homebuilding and development communities may have difficulty accepting a doubling in costs for a capacity "problem" pinpointed to development knowing that across the school system there are approximately 1,000 available vacant seats at each of the three levels of schools (elementary, middle and high school).

Washington County Public Schools
2024-2025 Facilities Fact Sheet - Working Draft

Updated December 18, 2024

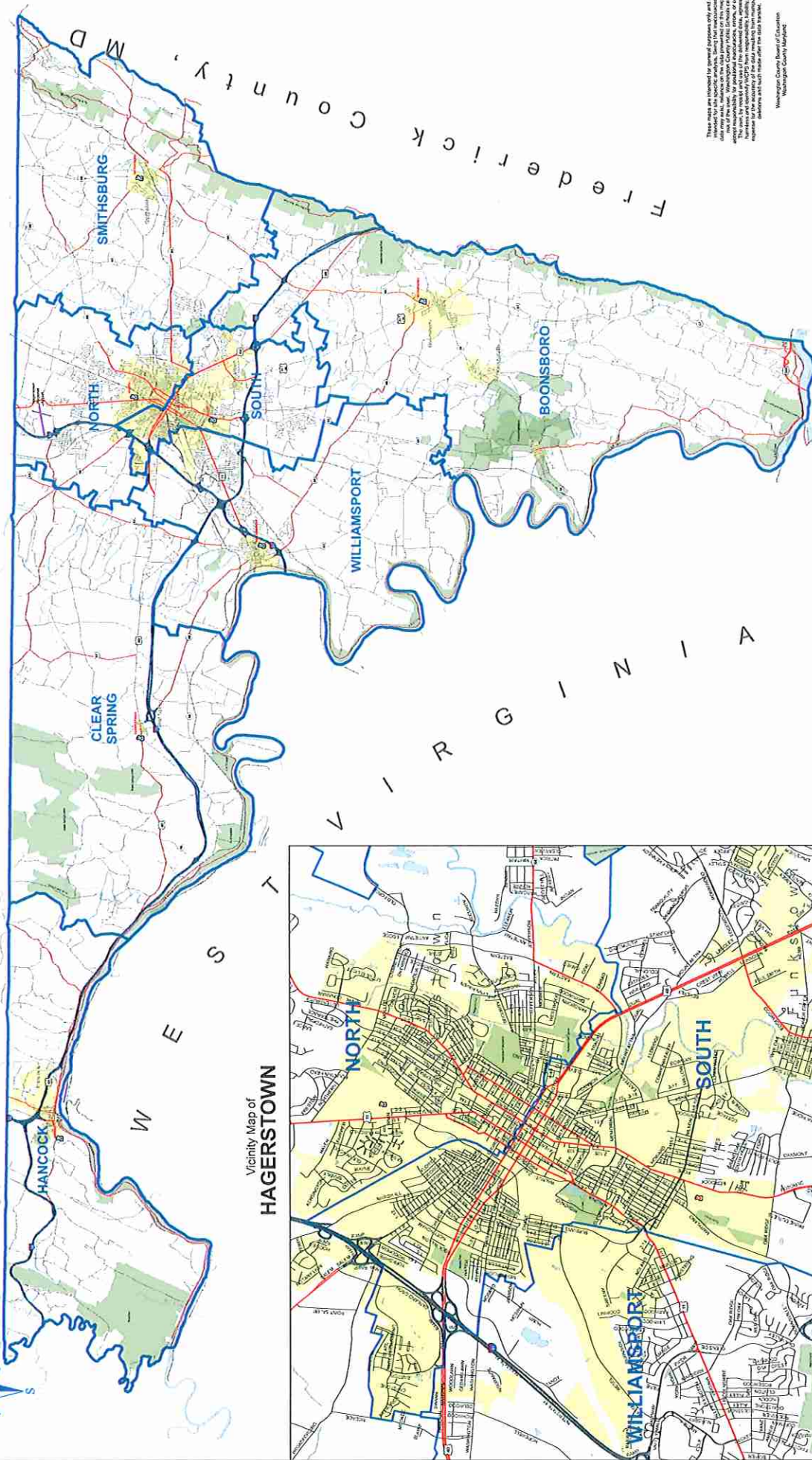
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Fountaindale Elementary	13.10	53,406	1949	1954, 1968	4	365	329	413	113%		Maybe	C	Y	Y
Greenbrier Elementary	9.05	36,835	1971		3	274	247	259	95%		No	O	N	N
Hancock Elementary	16.95	37,441	1977		1	295	266	193	65%		Maybe	O	Y	Y
Hickory Elementary	10.23	39,571	1975		2	268	241	326	122%	Title I	Maybe	O	Y	Y
Jonathan Hager Elementary	16.52	65,433	2016			471	424	498	106%	Title I	Yes	C	Y	Y
Lincolnshire Elementary	13.65	64,791	1954	1964, 1997	3	545	491	503	92%	Title I	Maybe	C	Y	Y
Maugansville Elementary	28.51	91,586	2008			755	680	698	92%		Yes	C	Y	Y
Old Forge Elementary	15.00	40,777	1970	1995	2	366	329	354	97%		No	P	N	N
Pangborn Elementary	18.43	88,116	2008		3	745	671	749	101%	Title I	Yes	C	Y	Y
Paramount Elementary	10.25	47,923	1994		2	408	367	397	97%		No	C	Y	Y
Pleasant Valley Elementary	11.70	28,550	1960	1990	1	225	203	186	83%		Maybe	C/1	Y	Y
Potomac Heights Elementary	9.69	37,347	1970		3	294	265	351	119%		Maybe	O	Y	Y
Rockland Woods Elementary	13.60	85,277	2008			751	676	655	87%		Yes	C	Y	Y
Ruth Ann Monroe Primary	19.68	80,816	2011			692	623	579	84%	Title I	Yes	C	Y	Y
Salem Avenue Elementary	13.24	79,084	1951	1995, 2005, 2006	4	722	650	713	99%	Title I	No	C	Y	Y
Sharpsburg Elementary	11.60	60,054	2020			471	424	362	77%		No	C	Y	Y
Smithsburg Elementary	11.13	48,587	1953	1997	2	431	388	362	84%		Maybe	C	Y	Y
Williamsport Elementary	20.00	64,112	1959	1965, 2003	1	568	511	533	94%		Maybe	C	Y	Y
Sub-totals	351.59	1,412,486				11,577	10,422	10,817						
Middle Schools														
Boonsboro Middle	22.15	105,590	1976			870	870	673	77%		Maybe	P	Y	Y
Clear Spring Middle	34.17	66,122	1979			605	605	301	50%		No	P	Y	Y
E. Russell Hicks Middle	33.44	103,131	1967		4	841	841	841	100%		Yes	C	Y	Y
Northern Middle	16.62	102,782	1980			913	913	841	92%		No	C/2	Y	Y
Smithsburg Middle	30.00	108,975	1976			839	839	554	66%		No	P	Y	Y
Springfield Middle	40.00	134,755	1977			1,096	1,096	808	74%		Maybe	P	Y	Y
Western Heights Middle	24.96	127,315	1976	2013	4	998	998	883	88%		Yes	C/2	Y	Y
Sub-totals	201.34	748,670				6,162	6,162	4,901						
Senior High Schools														
Barbara Ingram School For The Arts and Vincent Rauth Groh Academic Center	0.27	81,495	2009	2020		553	553	347	63%		No	C	Y	Y
Boonsboro High	59.55	142,319	1958	1975, 1997, 2021	3	1,098	1,098	754	69%		No	C	Y	Y
Boyd J. Michael III Tech High***	18.11	116,756	1972	1996, 2006, 2022		642	642	592	92%		Maybe	C	Y	Y
Clear Spring High	60.00	101,662	1974	1989, 1998		656	656	424	65%		Maybe	P	Y	Y
Hancock Middle-Senior High	51.07	96,809	1956	1968, 1995, 2000		591	591	215	36%		Maybe	C	Y	Y
North Hagerstown High	68.76	168,750	1956	1992	5	1,423	1,423	1,465	103%		Maybe	C	Y	Y
Smithsburg High	39.25	129,460	1965	1994, 1996, 2006	1	897	897	679	76%		No	C	Y	Y
South Hagerstown High	63.29	167,084	1956	1989, 1999, 2001, 2022	17	1,240	1,240	1,559	126%		Maybe	C	Y	Y
Williamsport High	53.67	153,846	1970	1995, 2015	5	1,094	1,094	934	85%		Maybe	C	Y	Y
Sub-totals	413.97	1,158,181				8,194	8,194	6,969						
Instructional Centers														
Antietam Academy (ILC)	12.00	45,000	2010			200	200	N/A	N/A		Yes	C	Y	Y
Children's Village****	3.10	11,747	1987			N/A	N/A	N/A	N/A				Y	Y
Fairview Outdoor School	92.00	21,080	1979			120	120	N/A	N/A				Y	Y
Funkstown Elementary****	11.96	24,197	1967			180	162	N/A	N/A		Maybe	C/2	Y	Y
Marshall Street Center (w/JDC)	2.00	49,945	1976			150	150	85	N/A				Y	Y
Public Service Academy (WCTH)	2.02	17,062	1957	1994, 2009, 2014		N/A	N/A	N/A	N/A		No	P	Y	Y
Sub-totals	123.08	169,031				650	632	85						
Administrative														
Administration Center (820 Commonwealth)	11.12	32,543	1966	1965, 1969, 1990, 2014		N/A		N/A	N/A				Y	Y
Center For Educational Services	44.88	143,500	1967	2014		N/A		N/A	N/A				Y	Y
Sub-totals	56.00	176,043												
Totals	1,145.98	3,664,411			83	26,583	25,410	22,772						

* "Yes" Indicates the possibility of adding four classrooms without any additions to the core infrastructure or negative impact on student achievement or student safety.
 Schools listed as "Maybe" for additions will require additional costs to accommodate upgrades needed to the facility due to age, site limitations, need of public utilities, and core space limitations.

** Closed/Open Schools = C is closed, C/1 is closed with open corridors, C/2 is closed with an open media center, P is partially open, and O is open.

*** Boyd J. Michael III Technical High School's enrollment is shown. For State reporting these students are counted at their home high school.

**** Funkstown Elementary does not currently house students.



Washington County Board of Education
Washington County, Maryland

HIGH SCHOOL ATTENDANCE ZONE



May 6, 2025

John Barr, President,
Washington County Board of County Commissioners
100 West Washington Street
Hagerstown, MD 21740

Dear Mr. Barr:

RE: Proposed Revisions to Washington County's School
APFO and Excise Tax Ordinance - Public Hearing

I wish this letter to be submitted into the record for the public hearing and given due consideration in your deliberations on this matter.

The City of Hagerstown Department of Planning and Economic Development has had the opportunity to review the proposed amendments to the County's APFO and Excise Tax Ordinance and offers the following comments:

1. It is our understanding that this proposal was generated by the County's concern with uneven treatment of the issue of addressing the impact of new development on school capacity between the County itself and the several municipalities as described in the cover memo on the subject.
2. If addressing school overcrowding is the intent of this undertaking, we respectfully suggest that language be strengthened in the revised Excise Tax Ordinance to ensure that funds collected to address the impacts of construction on school capacity be exclusively dedicated only to capital projects that increase seating capacity in schools or school areas identified as over capacity.

Said funds should not be used for rebuilding existing schools unless they are dedicated to that portion of the project that increases the state rated seating capacity of that school and that addresses seating shortages at that school or in an adjoining area or school.

3. Specific projects that use these collected taxes for school capacity improvements should be identified and included in the County's and Board of Education's capital budgets. The municipalities and the public should be notified when specific seating capacity improvement projects are added to the capital budgets to address the capacity deficiencies in the Hagerstown area and expend these funds.
4. The City appreciates the retention of the exemption for the "redevelopment area", as this is an important tool for the revitalization of downtown Hagerstown and large individual buildings

that would go to decay unless invested in for an adaptive reuse with negligible impact on addressing school capacity.

5. On an administrative note, the City no longer uses the D-MU (Downtown – Mixed Use) Zoning District designation. We suggest that the provision that identifies this be updated to reflect the current zoning designation of CC-MU (City Center – Mixed Use) and use the effective date of the revised ordinance (once that is determined).

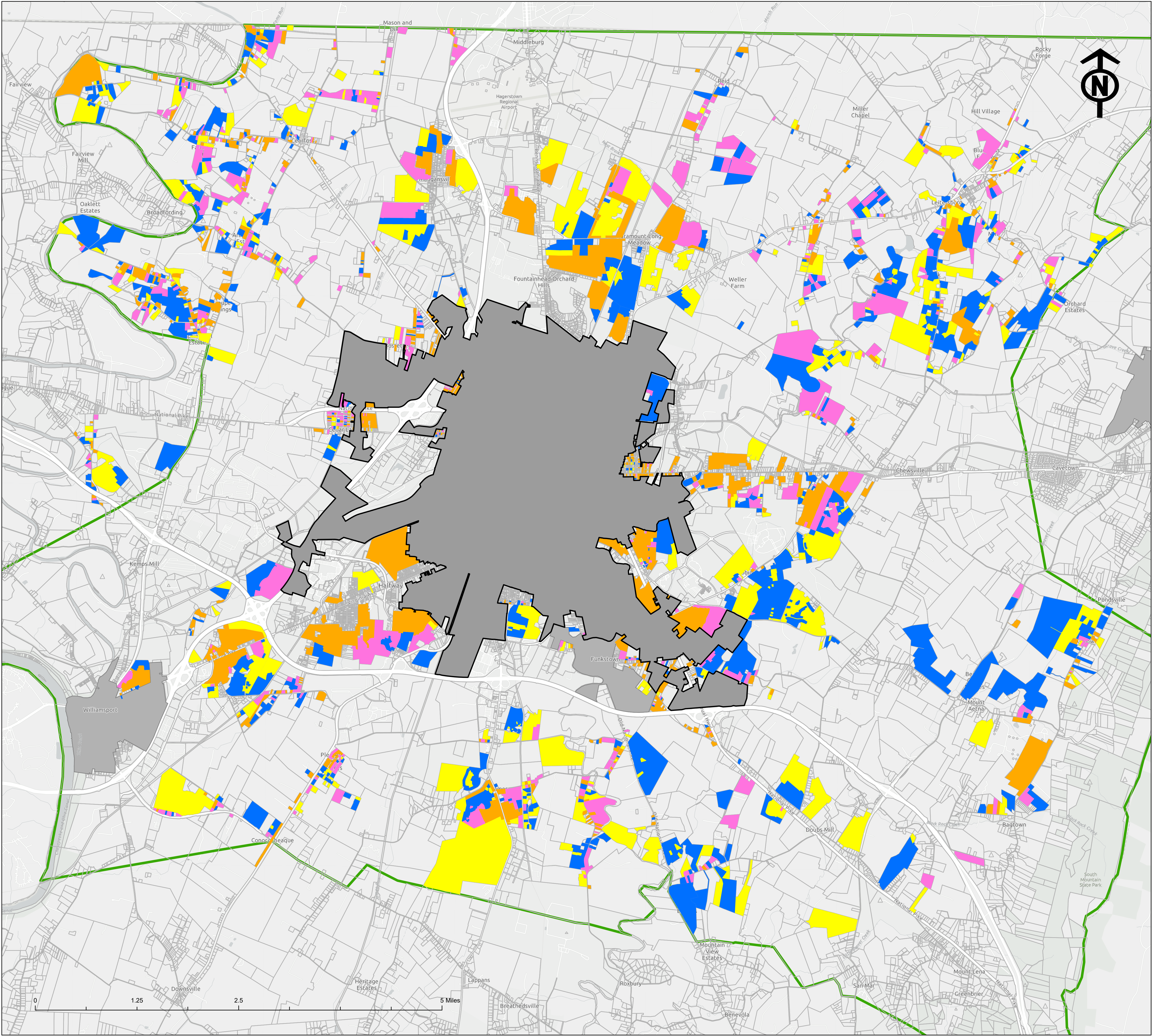
Thank you for the opportunity to comment on this effort. The City also believes that maintaining a quality school system with sufficient seats to accommodate all children anticipated is important to the quality of life of all Washington County residents. Due to State policy, good planning principles and the location of existing and planned utilities, growth will occur in and around Hagerstown. As such, adding student capacity in the Hagerstown area is very needed to address existing deficiencies and needed growth.

FOR THE CITY OF HAGERSTOWN, MARYLAND



Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

Copy: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer
Jill Thompson, Director of Planning and Economic Development
Doug Reaser, Economic Development Manager



Suburban Development Growth in the Greater Hagerstown Area from 1950 to present

Legend

- Other Town Boundaries
- Hagerstown Corporate Boundary
- 1950s & 1960s
- 1970s
- 1980s & 1990s
- 2000s to present
- Parcels
- Washington County Subdivisions Boundary

Population Change in Hagerstown Metro Area

Decade	City of Hagerstown	Suburban Fringe	Total New Residents	Hagerstown Percent Total
1931-1940	1,630	409	2,039	80%
1941-1950	3,769	2,156	5,925	63%
1951-1960	400	13,266	13666	3%
1960-1970	-798	8,446	7648	0%
1971-1980	-1,722	8,316	6594	0%
1981-1990	1,305	2,942	4,247	31%
1991-2000	1,242	5,573	6,815	18%
2001-2010	2,975	6,695	9,670	31%
2011-2020	3,865	5,689	9,554	40%
TOTAL	12,666	53492	66,158	19%

Suburban Fringe - Beaver Creek, Cedar Lawn, Chewsville, Fountainhead, Funkstown, Halfway, Leitersburg, Maugansville, Williamsport



Washington County

M A R Y L A N D

Washington County, Maryland
Analysis of Changes to APFO & BETO

Summary of Changes



Changes Proposed to the APFO:

- Remove the Alternate Mitigation Contribution (AMC) option from the APFO. It will be replaced with language that limits the number of building permits for major subdivisions to 25 units per calendar year if the school adequacy is between 100 and 119%.
 - Permits counts are based on overall development plan not per phase.
 - Multi-family and condos are limited to one structure that can contain up to 35 units.
 - Emergency or Public Benefit projects may go above the cap if approved by the BoCC.
 - Redistricting is still an option
- Projects that are in schools with capacity that exceeds 120% are still required to have a specific mitigation plan approved by the BoCC for their development (this hasn't changed)
 - Language has been added to help guide a developer to create a mitigation plan. Options include facility improvements (portable classrooms may not be considered facility improvements), redistricting, financial contributions and other strategies they may propose to help with adequacy.
- Threshold for capacity at an elementary school will go from 90% to 100% of State Rated Capacity.

Summary of Changes



Changes Proposed to the BETO:

- Increase tax for residential from \$1 to \$2 per sq. ft. of habitable gross area.
 - Residential additions will still be 50% of full tax (increase from \$0.50 to \$1.00)
 - All developments that have already paid an AMC will be credited \$1.00 per sq. ft. of excise tax. The remaining \$1 will still apply.
 - Residential construction occurring in either the Hancock or Cascade Elementary School districts are exempt from excise tax for 10 years from the effective date of this amendment.
- Increase tax for non-residential from \$1.00 to \$1.50 per sq. ft. of gross square footage.
- Minor changes in the percentages of funds used to support infrastructure needs will change:
 - Still 70% for schools
 - Increase roads from 23% to 25%
 - Remove special set aside of 2% for libraries and add into other general government capital.

Current Regulations



Current Mitigation Options & Costs:

Projects located inside of an incorporated municipality:

APFO:

Clear Spring, Sharpsburg & Hagerstown: \$0.00 – No mitigation required.

All other municipalities: Mitigation is at the discretion of the Planning Commission and Mayor & Council

Excise Tax:

\$1.00 per sq. ft. of habitable gross square footage (includes unfinished basement)

Projects located outside of an incorporated municipality:

APFO AMC:

Single Family - \$3,345 (\$1.67 per sq. ft. – 2,000 sq. ft. home)

Townhouse - \$2,192 (\$1.22 per sq. ft. – 1,800 sq. ft. unit)

Multi-family - \$2,307 (\$1.59 per sq. ft. – 3 bed 1,454 unit)

Excise Tax:

\$1.00 per sq. ft. of habitable gross square footage (includes unfinished basement)

Proposed Regulations



Proposed Mitigation Options & Costs:

Projects located inside of an incorporated municipality:

APFO:

Clear Spring, Sharpsburg & Hagerstown: \$0.00 – No mitigation required.

All other municipalities: Mitigation is at the discretion of the Planning Commission & Mayor & Council

Excise Tax:

\$2.00 per sq. ft. of habitable gross square footage (includes unfinished basement)

Projects located outside of an incorporated municipality:

APFO after removal of the AMC:

- If the capacity of a school serving the project exceeds 100% but does not exceed 120% of State Rated Capacity (SRC), an annual limit of 25 permits per calendar year will be enforced.
- If the capacity of a school serving the project exceeds 120% of SRC, the developer will be permitted to seek an individualized mitigation plan with approval from the BoCC.

Excise Tax:

\$2.00 per sq. ft. of habitable gross square footage (includes unfinished basement)

Example 1: Lots of Record



Example 1: New Construction on an Existing Lot of Record (LOR)

This example applies to construction of a new single-family residential home that is located on a LOR that either pre-dates the APFO AMC or was created by exemption of the APFO.

APFO mitigation (current): **\$0.00**

APFO mitigation (proposed): **\$0.00**

Excise Tax (current): \$1.00 per sq. ft. of habitable gross sq. ft. –including unfinished basements (**\$2,000**)

Excise Tax (proposed): \$2.00 per sq. ft. (**\$4,000**)

Result: APFO mitigation would stay neutral, and Excise Tax would increase 100%. Excise Tax would increase from \$2,000 to \$4,000 for a single-family dwelling creating a combined increase of \$2,000 (or 100%)

Example 2: New LOR & New Unit Outside Municipality



Example 2: Creation of a new Lot of Record (LOR) and construction of a new residential unit outside of an incorporated municipality

This example only applies to the creation of a new residential lot and the construction of a 2,000 sq. ft. single-family home outside of an incorporated municipality.

APFO mitigation (current): **\$3,345** per unit

APFO mitigation (proposed): **\$0.00**

Excise Tax (current): \$1.00 per sq. ft. of habitable gross sq. ft. – including unfinished basements (**\$2,000**)

Excise Tax (proposed): \$2.00 per sq. ft. (**\$4,000**)

Result: APFO mitigation would be reduced 100% and Excise Tax would increase 100% creating a combined decrease of \$1,345 (or 25%) for a single-family dwelling.



Example 3: Creation of a new Lot of Record (LOR) and construction of a new residential unit inside of an incorporated municipality

This example only applies to the creation of a new residential lot & the construction of a 2,000 sq. ft. dwelling inside of an incorporated municipality. This example also assumes that either the municipality has no APFO or is not requiring mitigation.

APFO mitigation (current): **\$0.00**

APFO mitigation (proposed): **\$0.00**

Excise Tax (current): \$1.00 per sq. ft. of habitable gross sq. ft. – including unfinished basements (**\$2,000**)

Excise Tax (proposed): \$2.00 per sq. ft. (**\$4,000**)

Result: APFO mitigation would remain neutral, and Excise Tax would increase 100% creating a combined increase of \$2,000 (or 100%) for a single-family dwelling.

Comparison Chart



	APFO		Excise Tax		Difference
	Current	Proposed	Current	Proposed	
Existing LOR	\$0.00	\$0.00	\$2,000	\$4,000	+ \$2,000
New Residential <u>outside</u> Municipality	\$3,345	\$0.00	\$2,000	\$4,000	- \$1,345
New Residential <u>inside</u> Municipality	\$0.00	\$0.00	\$2,000	\$4,000	+ \$2,000

Impacts on Housing Cost



Samples of advertised new res. construction – abt. 2,000 sq. ft. single family home (2025)

Elmwood Farm – Pearl Plan 2,390 sq. ft. (ave. 0.3 ac) \$452,990

Virginia Commons – Penwell Plan 2,148 sq. ft. (ave. 0.2 ac) \$454,900

Paradise Heights Sect. B - Weston Plan 2,066 sq. ft. (ave. 0.4 ac) \$575,900

Mt. Tabor Builders – Salem Church Rd. (1.03 ac) 1,953 sq. ft. \$699,900

Est. mortgage \$450,000 home – Avg mortgage rate 6.88%; 3% down; 30 years – Est. **Monthly mortgage payment: \$3,425 mo.**

Est. mortgage \$700,000 home – Avg mortgage rate 6.88%; 3% down; 30 years – Est. **Monthly mortgage payment: \$5,120 mo.**

Impacts on Housing Costs



	Est. mortgage \$450,000 home – Avg mortgage rate 6.88%; 3% down; 30 years		Est. mortgage \$700,000 home – Avg mortgage rate 6.88%; 3% down; 30 years	
	Current Housing Costs	Proposed changes	Current Housing Costs	Proposed Changes
Ex. 1 & 3 – 100% increase in Excise Tax (\$2,000 increase)	\$450,000 Monthly payment \$3,425	\$452,000 Monthly payment \$3,440	\$700,000 Monthly Payment \$5,120	\$702,000 Monthly Payment \$5,134
Ex. 2 – 100% decrease in APFO & 100% increase in Excise Tax (\$1,345 decrease)	\$450,000 Monthly payment \$3,425	\$448,655 Monthly Payment \$3,417	\$700,000 Monthly Payment \$5,120	\$698,655 Monthly Payment \$5,111

\$15 change in monthly payment equals about \$5,400 over the life of a 30-yr loan



Agenda Report Form

Open Session Item

SUBJECT: FOP and NCEU Collective Bargaining Memoranda of Understanding Approval

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Sheriff Brian Albert, Washington County Sheriff's Office; Col. Pete Lazich, Washington County Sheriff's Office; Andrew Bright, Attorney, Washington County Sheriff's Office; Eric Paltell, Council for BOCC; Chip Rose, Director, Human Resources; Dominick Turano, Deputy Director, Human Resources; Zachary Kieffer, County Attorney

RECOMMENDATION: 1) Move to Approve Memorandum of Understanding between Board of County Commissioners, Sheriff of Washington County and The Fraternal Order of Police Lodge 150.

2) Motion to Approve Memorandum of Understanding between Board of County Commissioners, Sheriff of Washington County and The National Correctional Employees Union Local 146

REPORT-IN-BRIEF: County representatives engaged in collective bargaining with representatives of the Fraternal Order of Police Lodge 150. The result is the attached Memorandum of Understanding.

County representatives engaged in collective bargaining with representatives of the National Correctional Employees Union Local 146. The result is the attached Memorandum of Understanding.

DISCUSSION: FOP voted to ratify the MOU which provides for a 2-year agreement between the parties, beginning on July 1, 2025.

NCEU voted to ratify the MOU which provides for a 2-year agreement between the parties, beginning on July 1, 2025.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Clean Copies of Memoranda of Understanding

AUDIO/VISUAL NEEDS: None.

COLLECTIVE BARGAINING AGREEMENT

between

**THE FRATERNAL ORDER OF POLICE,
LODGE 150, THE SHERIFF OF
WASHINGTON COUNTY**

and

**THE COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

**Effective from
July 1, 2025 – June 30, 2027**

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PREAMBLE

This Collective Bargaining Agreement is entered into by the Board of County Commissioners of Washington County, Maryland and the Sheriff of Washington County, Maryland (hereinafter referred to as "Employer" or "County"), and the Fraternal Order of Police, Lodge 150 (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on wages and benefits as defined by Md. Code, Courts & Judicial Proceedings §2-335(a).

RECOGNITION

The Board of County Commissioners of Washington County Maryland and the Sheriff of Washington County, Maryland recognize the Fraternal Order of Police, Lodge 150, to the extent permitted by law, as the exclusive collective bargaining representative for all full-time sworn deputy sheriffs, at the rank of sergeant or below employed by the Washington County Maryland, in matters relating to rates of wages and benefits as defined by Md. Code, Courts & Judicial Proceedings §2-335(a). Employees who are full time sworn deputy sheriffs at the rank of sergeant or below are sometimes referred to as "Employees" in this Agreement.

UNION SECURITY

- A. All Employees subject to the provisions of this Agreement, who qualify pursuant to Md. Code, Courts & Judicial Proceedings Art. § 2-335(g), and are either current members of the Union, or who elect to become members during the terms of this Agreement, shall maintain their membership, subject to an Employee's right to discontinue membership in accordance with Section B below and applicable federal, state, and/or local law.
- B. The Employer agrees to the adoption of a Union "check-off" system whereby Union dues as established by the Union will be withheld from each eligible Employee's pay at source in equal amounts from each pay. Such withholdings for Union dues are to be transmitted by check to the Union not later than the twentieth (20th) day of each month. The Union shall notify the Employer thirty (30) calendar days prior to any change in such dues. The Employee must give the County written authorization for dues check-off. Any payroll deduction authorization shall be revocable at will in writing by the Employee, and upon written notice of any such revocation, the County's obligation to deduct dues shall cease beginning with the next pay cycle following the County's receipt of such revocation.

WAGES

A. Wage Increase

For Fiscal Year 2026, full-time Sworn Deputy Sheriffs shall receive a 6% cost of living adjustment, effective July 1, 2025.

For Fiscal Year 2027, full-time Sworn Deputy Sheriffs shall receive a cost-of-living adjustment (“COLA”) equal to that, if any, received by employees on the Washington County Commissioners (“WCC”) pay scale at the same time that employees on the WCC pay scale receive their cost-of-living increase. Employees covered by this Agreement shall not receive any wage adjustment or pay scale adjustment implemented to decompress the scale made for employees on the WCC pay scale in Fiscal Year 27.

B. Step Increase

For Fiscal Year 2026, full-time Sworn Deputy Sheriffs who are eligible for a 2.5% step increase shall receive a step increase at the time step increases are normally paid.

In Fiscal Year 2027, Employees who are eligible for a step increase shall receive a step increase only if employees on the WCC pay scale receive a step increase. In the event that employees on the WCC pay scale receive a step increase, Employees covered by this Agreement shall receive an equivalent step increase at the same time that employees on the WCC pay scale receive their step increase.

C. Wage Scale for Bargaining Unit Members

For Fiscal Year 2026, wages shall be paid in accordance with the pay scale as adjusted to reflect pay scale adjustments and attached as Exhibit A.

D. Salary Program

The salary program for Employees shall include, at a minimum:

1. Entry-level salary for the agency, which may be modified by the Washington County Commissioners each year in conjunction with other grade adjustments. The entry-level salary and all salaries can be found on the Human Resources Web site.
2. Salary differential within ranks will reflect time of service within the rank.
3. Salary differential between ranks will reflect differences in rank in accordance with the County classification plan.

E. Shift Differential

1. Definitions

43-Hour Workgroup – Employees who are assigned to work a 43-hour work week schedule.

40-Hour Workgroup – Employees who are assigned to work a 40-hour work week schedule.

Regular Shift – A work period that is not defined as Evening Shift or Night Shift. Regular

Shift does not allow the Employee to receive a shift differential.

Evening Shift – A work period that occurs during designated hours that enable the Employee to receive a 5% shift differential. Employees who are assigned to the 43-Hour Workgroup and work any of the hours between 1530 and 2400 receive the Evening Shift pay differential for those qualifying hours. Employees who are assigned to the 40-Hour Workgroup who work any of the hours between 1600 and 2400 receive the Evening Shift pay differential for those qualifying hours. For the purposes of this section, Evening Shift may be referred to as a Qualifying Shift.

Night Shift – A work period that occurs during designated hours that enable the Employee to receive a 7% shift differential. Employees who are assigned to the 43-Hour Workgroup and work any of the hours between 2330-0800 receive the Night Shift pay differential for those qualifying hours. Employees who are assigned to the 40-Hour Workgroup and work any of the hours between 2400 and 0800 receive the Night Shift pay differential for those qualifying hours. For the purposes of this section, Night Shift may be referred to as a Qualifying Shift.

2. Conditions

Employees will receive the shift differential when they are assigned by their supervisor to a Qualifying Shift. Callouts are not considered a Qualifying Shift and Employees shall not receive the shift differential compensation for Callouts.

3. Exceptions for Shift Differential

If an Employee is offered by the Sheriff or his designee, and accepts, compensatory time in lieu of overtime payment for hours worked that would have qualified for shift differential, no shift differential will be paid.

F. Compensatory Time Policy

1. Definitions

43-Hour Workgroup – Employees who are assigned to and work a 43-hour work week schedule.

40-Hour Workgroup – Employees who are assigned to and work a 40-hour work week schedule.

2. Conditions

- a. Compensatory time may be granted at the discretion of the Sheriff in accordance with the Fair Labor Standards Act.
- b. Employees will only be able to transfer 80 hours of compensatory time to a new calendar year beginning on the first day in January. Compensatory time exceeding 80 hours at the start of the new calendar year, specifically the first day of January, will be

forfeited by the Employee.

- c. Employees will be able to accrue a maximum of 96 hours of compensatory time at any time. If an Employee reaches the maximum of 96 hours, their request for any additional compensatory time shall be denied and the Employee may resubmit a request for overtime.
- d. Employees who are classified in the 40-Hour Workgroup may receive compensatory time at 1.5 hours per hour worked over 40 hours per week.
- e. Employees who are classified in the 43-Hour Workgroup may receive compensatory time at 1.5 hours per hour worked over 43 hours per week.
- f. The Sheriff may modify or discontinue the ability of Employees to accrue compensatory time due to operational needs on a temporary basis.

G. Overtime Policy

1. Definitions

Overtime Pay – Extra compensation required by the Fair Labor Standards Act when Employees work beyond, or in addition to, their normal workweek. Overtime is paid at a rate of one and one-half times the Employee's regular rate of pay.

Premium Pay – Compensation equal to one and one-half times an Employee's base rate of pay, exclusive of shift differential. Premium Pay shall be paid regardless of the number of hours worked in a workweek.

Compensatory time in lieu of Overtime ("Comp Time") – subject to section F of this Agreement, an Employee may elect to receive Comp Time in lieu of any overtime hours. Comp time will be distributed at 1.5 time the actual overtime hours. For example: 1 hour of Overtime taken as Comp time equals 1.5 hours of Comp Time. However, Overtime worked as a result of a contractual assignment is not eligible to be taken as Comp Time by the Employee.

43-Hour Workgroup – Employees who are eligible for Overtime at 1.5 times their regular rate for all hours worked over 43 hours per week.

40-Hour Workgroup – Employees who are eligible for Overtime at 1.5 times their regular rate of pay for all hours worked over 40 hours per week.

Call Back Pay – Employees will receive Premium Pay for being Called Back to work. An Employee Called Back to work shall be paid a minimum of two hours of pay for each Call Back.

Staff Meetings Meeting Pay – All personnel will receive Premium Pay for time spent attending staff meetings if they were not regularly scheduled for work during the time of

the meeting.

Holiday Pay – Washington County will publish a Holiday Schedule before each calendar year starts. An Employee who works on a County recognized holiday will receive Premium Pay for all hours worked on the date of the holiday. However, when the County observes a holiday on a date different from the actual holiday, Premium Pay will be awarded to Employees who work on the observed holiday instead of the actual holiday (i.e, when Christmas occurs on Sunday but is observed on Monday, Employees are only awarded Premium Pay for hours worked on Monday).

2. Court Appearances

Employees will receive Premium Pay for attending court if they were summoned in relation to their duties as an employee of the Sheriff's Office and they were not regularly scheduled for work during the time of the court appearance.

Employees required to appear in court during off duty hours in relation to their duties as an employee of the Sheriff's Office will receive a minimum of (2) hours of Premium Pay. This will be applied for through the filing of an "Overtime Slip" with a copy of the Summons/Subpoena attached.

Employees in good standing at the time of their retirement will be compensated at their base hourly rate of pay, at the time of their retirement, for up to one year after retirement for court appearances which are deemed necessary by the State's Attorney's Office.

H. On Call Compensation

1. Employees not assigned to the Criminal Investigation Unit will be compensated for being scheduled on a monthly basis to mandated on-call coverage while off-duty.
2. To qualify for the mandated on-call coverage compensation, Employees must meet the requirement of working a minimum of four (4) mandated on-call coverage assignments in the qualifying month.
3. To qualify for mandated on-call coverage compensation, Employees must adhere to Rule 64.00 of the Sheriff's Office Rules of Conduct while on mandated on-call status.
4. To qualify for the mandated on-call coverage compensation, an Employee assigned temporarily to one of the specified units must meet the requirements listed in section 2 and 3.
5. Employees are expected to monitor and schedule paid leave in the form of compensatory time or subject themselves to forfeiting any mandated on-call compensation that would exceed 96 hours.
6. Employees who are eligible to receive the mandated on-call coverage compensation must adhere to 22.1.3 Compensatory Policy, Section B, number 2.

7. Employees will receive eight (8) hours of compensatory time each month that they satisfy the foregoing requirements, subject to a cap of 96 hours of compensatory time.
8. Employees assigned to the Criminal Investigation Unit shall be paid on-call pay as follows:
 - a. A “day” of on call coverage is equal to a “Shift” on call and refers to all the hours outside an Employee’s regularly scheduled hours between 8:00 AM until 8:00 AM on the following day.
 - b. For each day an Employee is required to be in an On Call status, the Employee will be compensated with Comp Time as follows:
 - Monday through Friday – 1 hour each
 - Saturday and Sunday– 3 hours
 - c. No smaller portion of time will be compensated beyond a day.

I. Field Training Officer Compensation

A certified Field Training Officer (FTO) will be paid one hour of Premium Pay for each day the FTO is assigned and physically accompanies a recruit or Probationary Deputy during the FTO’s regular shift. This is in addition to any shift differential. In order to qualify for the one hour of Premium Pay, the FTO must submit a timesheet on an approved form to the FTO Supervisor as directed. If the FTO exercises leave or does not have a recruit or Probationary Deputy present with him or her, the FTO will not be paid the hour of Premium Pay for that day.

J. Canine Pay

Employees assigned to as Canine Handlers as part of the Canine Program shall be compensated as follows during the period of time that they are assigned to the Canine Program and have a canine assigned them:

1. On those days during which the Employee is scheduled to work for the Washington County Sheriff’s Office, s/he will be permitted to take one hour off of their scheduled time, with pay, as compensation for the time spent maintaining their canine.
2. On those days the Employee is scheduled to be off-duty without pay, they will be compensated for the time spent maintaining their canine by receiving one hour of Premium Pay.

3. On those days the Employee takes leave, they will receive one hour of Premium Pay. Employee leave encompasses vacation, sick, compensatory and personal days.
4. The Employer also agrees to pay for food and veterinary and other costs for the canine so long as they are approved in advance, except in emergencies. In addition, equipment approved by the Sheriff's Office and necessary for the use of and care of the canine, will be provided by the Sheriff's Office. The canine shall be and remain the sole property of the Sheriff's Office.

K. Inclement Weather Pay

If County Government offices are declared closed due to weather, Employees who are required to work at the time of the closure and those Employees who are required to work the two shifts immediately following the closure shall be paid Premium Pay for all hours worked during those shifts.

BENEFITS

Employees shall be provided health, dental, and vision insurance, life insurance, and disability insurance under the same terms and conditions as are provided to Washington County employees who are not covered by the terms of a collective bargaining agreement, and the Employer shall continue in effect its pension benefits as provided pursuant to the Employees' Retirement Plan of Washington County (incorporating all amendments through January 2025); provided, however, that during the term of this Agreement, an Employee shall contribute into the Employees' Retirement Plan of Washington County not less than 6% of their Base Salary that is in effect at the beginning of the first full pay period closest to July 1st of each year.

GRIEVANCE PROCEDURE

A. Grievance Coverage

A "grievance" is defined as an alleged violation of this Agreement or a dispute concerning the meaning, interpretation, or application of this Agreement or any terms or provisions thereof.

Any Employee or group of Employees covered by this Agreement may present grievances to the Employer. However, only the Union may file a grievance pursuant to this grievance procedure.

The procedures set forth in this Section shall be the exclusive remedy for the resolution of grievances filed by the Union or its members. The Union may not file a grievance pursuant to the Sheriff's Office General Order 25 or any revisions thereto.

B. Procedure

All grievances shall be in writing on an approved grievance form. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee and the specific provisions of this Agreement alleged to have been violated. All grievances shall be processed in the following manner:

Step 1:

The Union will submit the grievance in writing within fourteen (14) calendar days of the occurrence of the actions being grieved or within fourteen (14) calendar days of the Union having reasonable knowledge of the actions, to the Chief Deputy. The Chief Deputy or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

Step 2:

If not resolved at Step 1, the Union may appeal the grievance on the approved form to the County Director of Human Resources within fourteen (14) calendar days of the date of the Step 1 decision. The Director of Human Resources or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

Step 3:

If not resolved at Step 2, the Union may appeal the grievance on the approved form to the County Administrator or his/her designee within fourteen (14) calendar days of the date of the Step 2 decision. The appeal shall state specifically the substance of grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement involved. The Union and the aggrieved Employee shall meet with the County Administrator or his/her designee within fourteen (14) calendar days of the filing of the grievance at this Step to discuss its substance and possible resolutions. The County Administrator or his/her designee shall give a decision in writing within fourteen (14) calendar days after the aforesaid meeting.

Step 4:

If the grievance has not been resolved in step 3, the Union may, within fourteen (14) calendar days following the Step 3 decision from the County Administrator, submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) or similar service. The FMCS or similar service shall supply a list of five qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the service provider of the name of the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

C. Time Limits

A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Employer and Union recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.

If the Employer fails to provide an answer to a grievance within the time limits so provided, the Employee or Union may immediately appeal to the next step.

The failure of the Union to act upon a grievance within the time limits shall be deemed a forfeiture of the right to advance further in the grievance process.

The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the Union.

NO STRIKE/NO LOCKOUT

The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. In accordance with Md. Code, Courts & Judicial Proceedings §2-335(g)(7), during the term of this Agreement, neither the Union nor its agents or any Employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of Employees covered by this Agreement.

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

DURATION

This Agreement shall become effective July 1, 2025 and shall remain in full force and effect until June 30, 2027.

This Agreement shall be automatically renewed from year to year after June 30, 2027 unless either party shall notify the other in writing no later than October 1, 2026 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify, or amend this Agreement.

The County and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

The Board of County Commissioners of Washington County, Maryland

By: _____
John F. Barr, Commissioner President

The Sheriff of Washington County, Maryland

By: _____
Brian K. Albert, Sheriff

The Fraternal Order of Police, Lodge 150

By: _____
Kevin Klappert, President

**Washington County Government
FY26 Sheriff Patrol/Judiciary Salary Scale - DRAFT 3
6/21/2025**

			STEP																			
GRADE	POSITION	CODE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Base	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
11	COLONEL	0013	136,282	139,693	143,187	146,765	150,426	154,190	158,038	161,990	166,046	170,206	174,470	178,838	183,310	187,886	192,587	197,392	202,322	207,376	212,555	217,859
			65.52	67.16	68.84	70.56	72.32	74.13	75.98	77.88	79.83	81.83	83.88	85.98	88.13	90.33	92.59	94.90	97.27	99.70	102.19	104.74
10	MAJOR	0321	123,698	126,797	129,958	133,203	136,531	139,942	143,437	147,014	150,696	154,461	158,330	162,282	166,338	170,498	174,762	179,130	183,602	188,198	192,899	197,725
			59.47	60.96	62.48	64.04	65.64	67.28	68.96	70.68	72.45	74.26	76.12	78.02	79.97	81.97	84.02	86.12	88.27	90.48	92.74	95.06
9	CAPTAIN	0322	112,216	115,024	117,894	120,848	123,864	126,963	130,146	133,390	136,718	140,130	143,624	147,222	150,904	154,669	158,538	162,510	166,566	170,726	174,990	179,358
			53.95	55.30	56.68	58.10	59.55	61.04	62.57	64.13	65.73	67.37	69.05	70.78	72.55	74.36	76.22	78.13	80.08	82.08	84.13	86.23
8	LIEUTENANT	0323	101,858	104,395	106,995	109,678	112,424	115,232	118,123	121,077	124,114	127,213	130,395	133,661	137,010	140,442	143,957	147,555	151,237	155,022	158,891	162,864
			48.97	50.19	51.44	52.73	54.05	55.40	56.79	58.21	59.67	61.16	62.69	64.26	65.87	67.52	69.21	70.94	72.71	74.53	76.39	78.30
7	SERGEANT	0324	92,456	94,765	97,136	99,570	102,066	104,624	107,245	109,928	112,674	115,482	118,373	121,326	124,363	127,462	130,645	133,910	137,259	140,691	144,206	147,805
			44.45	45.56	46.70	47.87	49.07	50.30	51.56	52.85	54.17	55.52	56.91	58.33	59.79	61.28	62.81	64.38	65.99	67.64	69.33	71.06
6	CORPORAL	0396	88,046	90,251	92,498	94,806	97,178	99,611	102,107	104,666	107,286	109,970	112,715	115,523	118,414	121,368	124,405	127,525	130,707	133,973	137,322	140,754
			42.33	43.39	44.47	45.58	46.72	47.89	49.09	50.32	51.58	52.87	54.19	55.54	56.93	58.35	59.81	61.31	62.84	64.41	66.02	67.67
5	MASTER DEPUTY		81,058	83,075	85,155	87,277	89,461	91,707	93,995	96,346	98,758	101,234	103,771	106,371	109,034	111,758	114,546	117,416	120,349	123,365	126,443	129,605
			38.97	39.94	40.94	41.96	43.01	44.09	45.19	46.32	47.48	48.67	49.89	51.14	52.42	53.73	55.07	56.45	57.86	59.31	60.79	62.31
4	DEPUTY 1ST CL.	0325	71,864	73,653	75,504	77,397	79,331	81,307	83,346	85,426	87,568	89,752	91,998	94,307	96,658	99,070	101,546	104,083	106,683	109,346	112,070	114,878
			34.55	35.41	36.30	37.21	38.14	39.09	40.07	41.07	42.10	43.15	44.23	45.34	46.47	47.63	48.82	50.04	51.29	52.57	53.88	55.23
3	DEPUTY*	0326	62,192	63,752	65,354	66,997	68,682	70,408	72,176	73,986	75,837	77,730										
			29.90	30.65	31.42	32.21	33.02	33.85	34.70	35.57	36.46	37.37										
2	DFC (SECURITY)	0403	63,586	65,166	66,789	68,453	70,158	71,906	73,694	75,546	77,438	79,373	81,349	83,387	85,467	87,610	89,794	92,040	94,349	96,699	99,112	101,587
			30.57	31.33	32.11	32.91	33.73	34.57	35.43	36.32	37.23	38.16	39.11	40.09	41.09	42.12	43.17	44.25	45.36	46.49	47.65	48.84
1	DEPUTY (SECURITY)	0385	55,016	56,389	57,803	59,238	60,715	62,234	63,794	65,395	67,038	68,723										
			26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04										

*Lateral Salary for an officer with two (2) or more years of experience

65,354

Washington County Government
FY26 Sheriff Patrol/Judiciary Salary Scale - DRAFT 3
6/21/2025

		STEP																			
GRADE	POSITION	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
		+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
11	COLONEL	223,309	228,883	234,603	240,469	246,480	252,637	258,960	265,429	272,064	278,866	285,834	292,989	300,310	307,819	315,515	323,398	331,490	339,768	348,254	356,970
		107.36	110.04	112.79	115.61	118.50	121.46	124.50	127.61	130.80	134.07	137.42	140.86	144.38	147.99	151.69	155.48	159.37	163.35	167.43	171.62
10	MAJOR	202,675	207,750	212,950	218,275	223,725	229,320	235,061	240,947	246,979	253,157	259,480	265,970	272,626	279,448	286,437	293,592	300,934	308,464	316,181	324,085
		97.44	99.88	102.38	104.94	107.56	110.25	113.01	115.84	118.74	121.71	124.75	127.87	131.07	134.35	137.71	141.15	144.68	148.30	152.01	155.81
9	CAPTAIN	183,851	188,448	193,170	197,995	202,946	208,021	213,221	218,546	224,016	229,611	235,352	241,238	247,270	253,448	259,792	266,282	272,938	279,760	286,749	293,925
		88.39	90.60	92.87	95.19	97.57	100.01	102.51	105.07	107.70	110.39	113.15	115.98	118.88	121.85	124.90	128.02	131.22	134.50	137.86	141.31
8	LIEUTENANT	166,941	171,122	175,406	179,795	184,288	188,906	193,627	198,474	203,445	208,541	213,762	219,107	224,578	230,194	235,955	241,862	247,915	254,114	260,458	266,968
		80.26	82.27	84.33	86.44	88.60	90.82	93.09	95.42	97.81	100.26	102.77	105.34	107.97	110.67	113.44	116.28	119.19	122.17	125.22	128.35
7	SERGEANT	151,507	155,293	159,182	163,155	167,232	171,413	175,698	180,086	184,579	189,197	193,918	198,765	203,736	208,832	214,053	219,398	224,890	230,506	236,267	242,174
		72.84	74.66	76.53	78.44	80.40	82.41	84.47	86.58	88.74	90.96	93.23	95.56	97.95	100.40	102.91	105.48	108.12	110.82	113.59	116.43
6	CORPORAL	144,269	147,867	151,570	155,355	159,245	163,218	167,294	171,475	175,760	180,149	184,662	189,280	194,022	198,869	203,840	208,936	214,157	219,502	224,994	230,610
		69.36	71.09	72.87	74.69	76.56	78.47	80.43	82.44	84.50	86.61	88.78	91.00	93.28	95.61	98.00	100.45	102.96	105.53	108.17	110.87
5	MASTER DEPUTY	132,850	136,178	139,589	143,083	146,661	150,322	154,086	157,934	161,886	165,942	170,082	174,325	178,693	183,165	187,741	192,442	197,246	202,176	207,230	212,410
		63.87	65.47	67.11	68.79	70.51	72.27	74.08	75.93	77.83	79.78	81.77	83.81	85.91	88.06	90.26	92.52	94.83	97.20	99.63	102.12
4	DEPUTY 1ST CL.	117,749	120,702	123,718	126,818	129,979	133,224	136,552	139,963	143,458	147,035	150,717	154,482	158,350	162,302	166,358	170,518	174,782	179,150	183,622	188,219
		56.61	58.03	59.48	60.97	62.49	64.05	65.65	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98	84.03	86.13	88.28	90.49
3	DEPUTY*																				
2	DFC (SECURITY)	104,125	106,725	109,387	112,112	114,920	117,790	120,744	123,760	126,859	130,021	133,266	136,594	140,005	143,499	147,077	150,758	154,523	158,392	162,344	166,400
		50.06	51.31	52.59	53.90	55.25	56.63	58.05	59.50	60.99	62.51	64.07	65.67	67.31	68.99	70.71	72.48	74.29	76.15	78.05	80.00
1	DEPUTY (SECURITY)																				

COLLECTIVE BARGAINING AGREEMENT

between

**THE NATIONAL CORRECTIONAL
EMPLOYEES UNION LOCAL 146, THE
SHERIFF OF WASHINGTON COUNTY**

and

**THE COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

**Effective from
July 1, 2025 – June 30, 2027**

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PREAMBLE

This Collective Bargaining Agreement is entered into by the Board of County Commissioners of Washington County, Maryland and the Sheriff of Washington County, Maryland (hereinafter referred to as "Employer" or "County"), and Local 146 of the National Correctional Employees Union (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on wages and benefits as defined by Md. Code, Courts & Judicial Proceedings §2-335(a).

RECOGNITION

The Board of County Commissioners of Washington County Maryland and the Sheriff of Washington County, Maryland recognize the National Correctional Employees Union, to the extent permitted by law, as the exclusive collective bargaining representative for all full-time correctional deputies, including classification officers, at the rank of sergeant or below employed by the Washington County Maryland, in matters relating to rates of wages and benefits as defined by Md. Code, Courts & Judicial Proceedings §2-335(a). Employees who are full-time correctional deputies, including classification officers, at the rank of sergeant or below are sometimes referred to as "Employees" in this Agreement.

UNION SECURITY

- A. All Employees subject to the provisions of this Agreement, who qualify pursuant to Md. Code, Courts & Judicial Proceedings Art. § 2-335(h), and are either current members of the Union, or who elect to become members during the terms of this Agreement, shall maintain their membership, subject to an Employee's right to discontinue membership in accordance with Section B below and applicable federal, state, and/or local law.
- B. The Employer agrees to the adoption of a Union "check-off" system whereby Union dues as established by the Union will be withheld from each eligible Employee's pay at source in equal amounts from each pay. Such withholdings for Union dues are to be transmitted by check to the Union not later than the twentieth (20th) day of each month. The Union shall notify the Employer thirty (30) calendar days prior to any change in such dues. The Employee must give the County written authorization for dues check-off. Any payroll deduction authorization shall be revocable at will in writing by the employee, and upon written notice of any such revocation, the County's obligation to deduct dues shall cease beginning with the next pay cycle following the County's receipt of such revocation.

WAGES

A. Wage Increase

Full-time Correctional Deputies & Sergeants shall receive a 6% cost of living adjustment,

effective July 1, 2025.

For Fiscal Year 2027, Full-time Correctional Deputies & Sergeants shall receive a cost-of-living adjustment (“COLA”) equal to that, if any, received by employees on the Washington County Commissioners (“WCC”) pay scale at the same time that employees on the WCC pay scale receive their cost of living increase. Employees covered by this Agreement shall not receive any wage adjustment or pay scale adjustment implemented to decompress the scale made for employees on the WCC pay scale in Fiscal Year 27.

B. Step Increase

For Fiscal Year 2026, full-time Correctional Deputies & Sergeants who are eligible for a 2.5% step increase shall receive a step increase at the time step increases are normally paid.

In Fiscal Year 27, Employees who are eligible for a step increase shall receive a step increase only if employees on the WCC pay scale receive a step increase. In the event that employees on the WCC pay scale receive a step increase, Employees covered by this Agreement shall receive an equivalent step increase at the same time that employees on the WCC pay scale receive their step increase.

C. Wage Scale for Bargaining Unit Members

Wages shall be paid in accordance with the pay scale as adjusted to reflect cost of living increases and attached as Exhibit A.

D. Salary Program

The salary program for Employees shall include, at a minimum:

1. Entry-level salary for the agency, which may be modified by the Washington County Commissioners each year in conjunction with other grade adjustments. The entry-level salary and all salaries can be found on the Human Resources Web site.
2. Salary differential within ranks will reflect time of service within the rank.
3. Salary differential between ranks will reflect differences in rank in accordance with the County classification plan.

E. Shift Differential

1. Definitions

43-Hour Workgroup – Employees who are assigned to work a 43-hour work week schedule.

40-Hour Workgroup – Employees who are assigned to work a 40-hour work week

schedule.

Regular Shift – A work period that is not defined as Evening Shift or Night Shift. Regular Shift does not allow the Employee to receive a shift differential.

Evening Shift – A work period that occurs during designated hours that enable the Employee to receive a 5% shift differential. Employees who are assigned to the 43-Hour Workgroup and work the hours between 1530 and 2400 receive the Evening Shift pay differential. Employees who are assigned to the 40-Hour Workgroup who work the hours between 1600 and 2400 receive the Evening Shift pay differential. For the purposes of this section, Evening Shift may be referred to as a Qualifying Shift.

Night Shift – A work period that occurs during designated hours that enable the Employee to receive a 7% shift differential. Employees who are assigned to the 43-Hour Workgroup and work the hours between 2330-0800 receive the Night Shift pay differential. Employees who are assigned to the 40-Hour Workgroup and work the hours between 2400 and 0800 receive the Night Shift pay differential. For the purposes of this section, Night Shift may be referred to as a Qualifying Shift.

2. Conditions

Employees who are employed in Qualifying Positions will receive the shift differential when they are assigned by their supervisor to a Qualifying Shift. Callouts are not considered a Qualifying Shift and Employees shall not receive the shift differential compensation for Callouts.

3. Exceptions for Shift Differential

If an Employee is offered by the Sheriff or his designee, and accepts, compensatory time in lieu of overtime payment for hours worked that would have qualified for shift differential, no shift differential will be paid.

F. **Compensatory Time Policy**

1. Definitions

43-Hour Workgroup – Employees who are assigned to and work a 43-hour work week schedule.

40-Hour Workgroup – Employees who are assigned to and work a 40-hour work week schedule.

2. Conditions

- a. Compensatory time may be granted in the discretion of the Sheriff in accordance with the Fair Labor Standards Act.
- b. Employees will only be able to transfer over 80 hours of compensatory time to a new

calendar year beginning on the first day in January. Compensatory time exceeding 80 hours at the start of the new calendar year, specifically the first day of January, will be forfeited by the Employee.

- c. Employees will be able to accrue a maximum of 96 hours of compensatory time at any time. If an Employee reaches the maximum of 96 hours, their request for any additional compensatory time shall be denied and the Employee may resubmit a request for overtime.
- d. Employees who are classified in the 40-Hour Workgroup may receive compensatory time at 1.5 hours per hour worked over 40 hours per week.
- e. Employees who are classified in the 43-Hour Workgroup may receive compensatory time at 1.5 hours per hour worked over 43 hours per week.
- f. The Sheriff may modify or discontinue the ability of Employees to accrue compensatory time due to operational needs.

G. Overtime Policy

Overtime will be used to ensure adequate staffing of the operations.

1. Definitions

Overtime Pay – Extra compensation required by the Fair Labor Standards Act when Employees work beyond, or in addition to, their normal workweek. Overtime is paid at a rate of one and one-half times the Employees regular rate of pay.

Premium Pay – Compensation equal to one and one-half times an Employee's base rate of pay, exclusive of shift differential. Premium Pay shall be paid regardless of the number of hours worked in a workweek.

43-Hour Workgroup – Employees who are eligible for overtime pay at 1.5 times their regular rate for all hours worked over 43 hours per week.

40-Hour Workgroup – Employees who are eligible for overtime pay at 1.5 times their regular rate of pay for all hours worked over 40 hours per week.

Call Back Pay – Employees will receive Premium Pay for being Called Back to work.

Staff Meetings Meeting Pay – Employees will receive Premium Pay for attending Staff Meetings if they were not regularly scheduled for work during the time of the meeting.

Off Duty Court Pay – All personnel will receive 1.5 times their hourly rate for attending Court if they were summoned and they were not regularly scheduled for work during the time of the court appearance.

Holiday Day Pay – Washington County will publish a Holiday Schedule before each

calendar year starts. An employee who works on the date of a scheduled holiday will be paid a premium of one and one-half times their hourly rate for all hours worked on that holiday. When a scheduled holiday falls on a weekend, the County generally announces that it will recognize the holiday during the work week (for example, when Christmas falls on Sunday, it is observed on Monday). In such an event, employees working on the date the holiday is recognized by the County will be paid straight-time for any hours worked on that day but will not be paid a holiday premium. When a recognized holiday is observed on a date different from the actual date of the holiday, the holiday pay premium will still be paid to employees who work on the actual holiday but not paid to employees who work on the date of the recognized holiday.

2. Court Appearances

Employees required to appear in court during off duty hours will receive a minimum of (2) hours of Premium Pay. This will be applied for through the filing of an “Overtime Slip” with a copy of the Summons/Subpoena attached.

H. Post Retirement Court Pay

Employees in good standing at the time of their retirement will be compensated at their base hourly rate of pay, at the time of their retirement, for up to one year after retirement for court appearances which are deemed necessary by the State’s Attorney’s Office.

I. Inclement Weather Pay

If County Government offices are declared closed due to weather, Employees who are required to work at the time of the closure and those Employees who are required to work the two shifts immediately following the closure shall be paid Premium Pay for all hours worked during those shifts.

BENEFITS

Employees shall be provided health, dental, and vision insurance, life insurance, and disability insurance under the same terms and conditions as are provided to Washington County employees who are not covered by the terms of a collective bargaining agreement, and the Employer shall continue in effect its pension benefits as provided pursuant to the Employees’ Retirement Plan of Washington County (incorporating all amendments through January 2025); provided, however, that during the term of this Agreement, an Employee shall contribute into the Employees’ Retirement Plan of Washington County not less than 6% of their Base Salary that is in effect at the beginning of the first full pay period closest to July 1st of each year.

GRIEVANCE PROCEDURE

A. Grievance Coverage

A “grievance” is defined as an alleged violation of this Agreement or a dispute concerning the

meaning, interpretation, or application of this Agreement or any terms or provisions thereof.

Any Employee or group of Employees covered by this Agreement may present grievances to the Employer. However, only the Union may file a grievance pursuant to this grievance procedure.

The procedures set forth in this Section shall be the exclusive remedy for the resolution of grievances filed by the Union or its members. The Union may not file a grievance pursuant to the Sheriff's Office General Order 25 or any revisions thereto.

B. Procedure

All grievances shall be in writing on an approved grievance form. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee and the specific provisions of this Agreement alleged to have been violated. All grievances shall be processed in the following manner:

Step 1:

The Union will submit the grievance in writing within fourteen (14) calendar days of the occurrence of the actions being grieved or within fourteen (14) calendar days of the Union having reasonable knowledge of the actions, to the Chief Deputy. The Chief Deputy or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

Step 2:

If not resolved at Step 1, the Union may appeal the grievance on the approved form to the County Director of Human Resources within fourteen (14) calendar days of the date of the Step 1 decision. The Director of Human Resources or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

Step 3:

If not resolved at Step 2, the Union may appeal the grievance on the approved form to the County Administrator or his/her designee within fourteen (14) calendar days of the date of the Step 2 decision. The appeal shall state specifically the substance of the grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement involved. The Union and the aggrieved Employee shall meet with the County Administrator or his/her designee within fourteen (14) calendar days of the filing of the grievance at this Step to discuss its substance and possible resolutions. The County Administrator or his/her designee shall give a decision in writing within fourteen (14) calendar days after the aforesaid meeting.

Step 4:

If the grievance has not been resolved in step 3, the Union may, within fourteen (14) calendar days following the Step 3 decision from the County Administrator, submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) or similar service. The FMCS or similar service shall supply a list of five qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the service provider of the name of the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

C. Time Limits.

A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Employer and Union recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.

If the Employer fails to provide an answer to a grievance within the time limits so provided, the Employee or Union may immediately appeal to the next step.

The failure of the Union to act upon a grievance within the time limits shall be deemed a forfeiture of the right to advance further in the grievance process.

The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the Union.

NO STRIKE/NO LOCKOUT

The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. In accordance with Md. Code, Courts & Judicial Proceedings §2-335(h)(7), during the term of this Agreement, neither the Union nor its agents or any Employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of Employees covered by this Agreement.

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

DURATION

This Agreement shall become effective July 1, 2025 and shall remain in full force and effect until June 30, 2027. This Agreement shall be automatically renewed from year to year after June 30, 2027 unless either party shall notify the other in writing no later than October 1st, 2026, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify, or amend this Agreement.

The County and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

The Board of County Commissioners of Washington County, Maryland

By: _____
John F. Barr, Commissioner President

The Sheriff of Washington County, Maryland:

By: _____
Brian K. Albert, Sheriff

The National Correctional Employees Union

By: _____
Christopher Murphy, President, NCEU

By: _____
VJ Vincent, President, NCEU Local 146

Washington County Government
FY26 Sheriff Detention Salary Scale - DRAFT 3
6/21/2025

			STEP																			
GRADE	POSITION	CODE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Base	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
8	MAJOR	0035	112,133	114,941	117,811	120,765	123,781	126,880	130,062	133,307	136,635	140,046	143,541	147,139	150,821	154,586	158,454	162,406	166,462	170,622	174,886	179,254
			53.91	55.26	56.64	58.06	59.51	61.00	62.53	64.09	65.69	67.33	69.01	70.74	72.51	74.32	76.18	78.08	80.03	82.03	84.08	86.18
7	CAPTAIN	0046	101,774	104,312	106,912	109,595	112,341	115,149	118,019	120,973	123,989	127,088	130,270	133,536	136,885	140,317	143,832	147,430	151,112	154,898	158,766	162,739
			48.93	50.15	51.40	52.69	54.01	55.36	56.74	58.16	59.61	61.10	62.63	64.20	65.81	67.46	69.15	70.88	72.65	74.47	76.33	78.24
6	LIEUTENANT	0075	92,331	94,640	97,011	99,445	101,941	104,499	107,120	109,803	112,549	115,357	118,248	121,202	124,238	127,338	130,520	133,786	137,134	140,566	144,082	147,680
			44.39	45.50	46.64	47.81	49.01	50.24	51.50	52.79	54.11	55.46	56.85	58.27	59.73	61.22	62.75	64.32	65.93	67.58	69.27	71.00
5	SERGEANT	0086	83,824	85,925	88,067	90,272	92,539	94,848	97,219	99,653	102,149	104,707	107,328	110,011	112,757	115,586	118,477	121,430	124,467	127,587	130,770	134,035
			40.30	41.31	42.34	43.40	44.49	45.60	46.74	47.91	49.11	50.34	51.60	52.89	54.21	55.57	56.96	58.38	59.84	61.34	62.87	64.44
4	CORPORAL	0397	77,875	79,830	81,827	83,866	85,966	88,109	90,314	92,581	94,890	97,261	99,694	102,190	104,749	107,370	110,053	112,798	115,627	118,518	121,472	124,509
			37.44	38.38	39.34	40.32	41.33	42.36	43.42	44.51	45.62	46.76	47.93	49.13	50.36	51.62	52.91	54.23	55.59	56.98	58.40	59.86
3	MASTERY DEPUTY		71,698	73,486	75,317	77,210	79,144	81,120	83,158	85,238	87,360	89,544	91,790	94,078	96,429	98,842	101,317	103,854	106,454	109,117	111,842	114,629
			34.47	35.33	36.21	37.12	38.05	39.00	39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	48.71	49.93	51.18	52.46	53.77	55.11
2	DEPUTY 1ST CL.	0138	63,586	65,166	66,789	68,453	70,158	71,906	73,694	75,546	77,438	79,373	81,349	83,387	85,467	87,610	89,794	92,040	94,349	96,699	99,112	101,587
			30.57	31.33	32.11	32.91	33.73	34.57	35.43	36.32	37.23	38.16	39.11	40.09	41.09	42.12	43.17	44.25	45.36	46.49	47.65	48.84
1	DEPUTY*	0164	55,016	56,389	57,803	59,238	60,715	62,234	63,794	65,395	67,038	68,723										
			26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04										

*Lateral Salary for a correctional officer with two (2) or more years of experience

\$57,803

Washington County Government
FY26 Sheriff Detention Salary Scale - DRAFT 3
6/21/2025

		STEP																			
GRADE	POSITION	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
		+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
8	MAJOR	183,726 88.33	188,323 90.54	193,024 92.80	197,850 95.12	202,800 97.50	207,875 99.94	213,075 102.44	218,400 105.00	223,870 107.63	229,466 110.32	235,206 113.08	241,093 115.91	247,125 118.81	253,302 121.78	259,626 124.82	266,115 127.94	272,771 131.14	279,594 134.42	286,582 137.78	293,738 141.22
7	CAPTAIN	166,816 80.20	170,997 82.21	175,282 84.27	179,670 86.38	184,163 88.54	188,760 90.75	193,482 93.02	198,328 95.35	203,278 97.73	208,354 100.17	213,554 102.67	218,899 105.24	224,370 107.87	229,986 110.57	235,726 113.33	241,613 116.16	247,645 119.06	253,843 122.04	260,187 125.09	266,698 128.22
6	LIEUTENANT	151,382 72.78	155,168 74.60	159,058 76.47	163,030 78.38	167,107 80.34	171,288 82.35	175,573 84.41	179,962 86.52	184,454 88.68	189,072 90.90	193,794 93.17	198,640 95.50	203,611 97.89	208,707 100.34	213,928 102.85	219,274 105.42	224,765 108.06	230,381 110.76	236,142 113.53	242,050 116.37
5	SERGEANT	137,384 66.05	140,816 67.70	144,331 69.39	147,930 71.12	151,632 72.90	155,418 74.72	159,307 76.59	163,280 78.50	167,357 80.46	171,538 82.47	175,822 84.53	180,211 86.64	184,725 88.81	189,342 91.03	194,085 93.31	198,931 95.64	203,902 98.03	208,998 100.48	214,219 102.99	219,565 105.56
4	CORPORAL	127,629 61.36	130,811 62.89	134,077 64.46	137,426 66.07	140,858 67.72	144,373 69.41	147,992 71.15	151,694 72.93	155,480 74.75	159,370 76.62	163,363 78.54	167,440 80.50	171,621 82.51	175,906 84.57	180,294 86.68	184,808 88.85	189,426 91.07	194,168 93.35	199,014 95.68	203,986 98.07
3	MASTERY DEPUTY	117,499 56.49	120,432 57.90	123,448 59.35	126,526 60.83	129,688 62.35	132,933 63.91	136,261 65.51	139,672 67.15	143,166 68.83	146,744 70.55	150,405 72.31	154,170 74.12	158,018 75.97	161,970 77.87	166,026 79.82	170,186 81.82	174,450 83.87	178,818 85.97	183,290 88.12	187,866 90.32
2	DEPUTY 1ST CL.	104,125 50.06	106,725 51.31	109,387 52.59	112,112 53.90	114,920 55.25	117,790 56.63	120,744 58.05	123,760 59.50	126,859 60.99	130,021 62.51	133,266 64.07	136,594 65.67	140,005 67.31	143,499 68.99	147,077 70.71	150,758 72.48	154,523 74.29	158,392 76.15	162,344 78.05	166,400 80.00
1	DEPUTY*																				



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0191) – Personal Protective Equipment (PPE) for Division of Emergency Services

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Eric Jacobs, Operations Manager, Division of Emergency Services; Dave Hays, Director, Emergency Services

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval of the purchase of 13 sets of Personal Protective Equipment (PPE) (coats and pants) for the Division of Emergency Services from Municipal Emergency Services of Rockville, MD at the contracted unit prices totaling \$53,148.55 based on the contract awarded by the Fairfax County, VA contract (4400010661)

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be made by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit with the direct cost savings in the purchase of PPE (pants and coat) because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the equipment by utilizing the Fairfax County, VA contract and eliminating our County's bid process would result in administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

DISCUSSION: This structural-firefighting, turnout gear will be purchased to assist in outfitting our first responders throughout the County. This is an annual program that has been supported through general budget funding. Fairfax County awarded the initial contract with multiple renewal periods. This contract offers a 30.5% discount off of list price.

FISCAL IMPACT: Funding is in the department's FY'25 operating budget 599999-10-11525.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: MES Quote dated 4/28/25

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0191] Personal Protective Equipment [PPE] for Division of Emergency Services)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of § 1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Washington County Division of Emergency Services seeks to purchase thirteen (13) sets of Personal Protective Equipment (PPE) (coats and pants) from Municipal Emergency Services of Rockville, Maryland, at the contracted unit prices totaling \$53,148.55 based on the contract awarded by the Fairfax County, Virginia contract (4400010661).

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Washington County Division of Emergency Services is hereby authorized to purchase thirteen (13) sets of Personal Protective Equipment (PPE) (coats and pants) from Municipal Emergency Services of Rockville, Maryland, at the contracted unit prices totaling \$53,148.55 based on the contract awarded by the Fairfax County, Virginia contract (4400010661).

Adopted and effective this ____ day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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



(877) 637-3473

Quote

Quote # QT1931947
Date 04/28/2025
Expires 05/23/2025
Sales Rep Dunn, William
Shipping Method FedEx Ground
Customer WASHINGTON COUNTY DES (MD)
Customer # C242423

Bill To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 ELLIOTT PKWY
WILLIAMSPORT MD 21795-4083
United States

Ship To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 ELLIOTT PKWY
WILLIAMSPORT MD 21795-4083
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	MDWASH00045		MDWASH00045 HFRP Tail Coat Morning Pride coat (ZIPPER CLOSURE), as per Washington County spec ID# MDWASH00045. List price is \$3543.57.	13	\$2,462.71	\$32,015.23
HFRP Tail Pant	MDWASH00044		MDWASH00044 HFRP Tail Pant Morning Pride pant, as per Washington County spec ID# MDWASH00044. List price is \$2339.05.	13	\$1,625.64	\$21,133.32

Pricing is per Fairfax County contract # 4400010661.
Honeywell- 30.5%

Subtotal	\$53,148.55
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$53,148.55

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1931947



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0192) – Personal Protective Equipment (PPE) for Division of Emergency Services

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Eric Jacobs, Operations Manager, Emergency Services; Dave Hays, Director, Emergency Services

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval of the purchase of 108 sets of Personal Protective Equipment (PPE) (coats and pants) for the Division of Emergency Services from Maryland Fire Equipment Corporation of Rockville, MD at contracted unit prices totaling \$410,284.53 based on the contract awarded by the Arlington County, VA contract (16-217-ITB-1)

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be made by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit with the direct cost savings in the purchase of PPE (pants and coat) because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the equipment by utilizing the Arlington County, VA contract and eliminating our County's bid process would result in administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

DISCUSSION: This structural-firefighting, turnout gear will be purchased to assist in outfitting our first responders throughout the County. This is an annual program that has been supported through general budget funding. Arlington County awarded the initial contract with multiple renewal periods. This contract offers a 54% discount off of list price.

FISCAL IMPACT: Funding is in the department's FY'25 operating budget 599999-10-11520.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Maryland Fire Equipment Corporation quote dated 5/7/25

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0192] Personal Protective Equipment [PPE] for Division of Emergency Services)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of § 1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Washington County Division of Emergency Services seeks to purchase one hundred and eight (108) sets of Personal Protective Equipment (PPE) (coats and pants) for the Division of Emergency Services from Maryland Fire Equipment Corporation of Rockville, Maryland, at contracted unit prices totaling \$410,284.53 based on the contract awarded by the Arlington County, Virginia contract (16-217-ITB-1).

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Washington County Division of Emergency Services is hereby authorized to purchase one hundred and eight (108) sets of Personal Protective Equipment (PPE) (coats and pants) for the Division of Emergency Services from Maryland Fire Equipment Corporation of Rockville, Maryland, at contracted unit prices totaling \$410,284.53 based on the contract awarded by the Arlington County, Virginia contract (16-217-ITB-1).

Adopted and effective this ____ day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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



Maryland Fire Equipment Corporation

12284 Wilkins Avenue, Rockville, MD 20852

Phone 301-881-2713 Website www.marylandfire.com

Quotation

Date	Quotation #
5/7/2025	050725RSC

Name / Address
Washington County, MD Div. of Emergency Services 16232 Elliott Parkway Williamsport, MD 21795 Eric Jacobs 240-500-4026

Ship To
Washington County, MD Div. of Emergency Services 16232 Elliott Parkway Williamsport, MD 21795

Thank you for giving us the opportunity to quote you.

If you need further assistance, please contact Scott Colvin

Phone # 301-881-2713

Email scolvin@marylandfire.com

Expiration Date	Terms	F.O.B.
6/6/2025	NET 30	Destination

Qty	Item	Description	U/M	Unit Price	Total
63	1K245-G	Globe G-XTREME 3.0 Jacket Flex 7 Gold, Titanium SL2, Crosstech Black, Per Washington County Spec. List Price \$4203.46 ea.	ea	1,933.59	121,816.17
63	FK245-G	Globe, G-XTREME GPS Pant Flex 7 Gold, Titanium SL2, Crosstech Black Per Washington County Spec. List Price \$3065.26 ea.	Pr	1,410.02	88,831.26
45	A42N3-G	Globe, Athletix Jacket Kombat Stretch Gold, Titanium Nano, Crosstech Black, Per Washington County Spec. List Price \$5558.72 ea.	ea	2,557.01	115,065.45
45	B42N3-G	Globe, Athletix Pants Kombat Stretch Gold, Titanium Nano, Crosstech Black Per Washington County Spec. List Price \$4085.59 ea.	Pr	1,879.37	84,571.65
Unit Prices Per Arlington County Contract #16-217-ITB-1					
Custom orders cannot be canceled or returned once order is placed.					

Acceptance of Quotation

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____

Prices quoted are valid for 30 days from date of this quotation unless noted in writing. Custom orders cannot be canceled or returned once order has been placed.

Date: _____

Total \$410,284.53



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1752) Fire House Software Agreement for Division of Emergency Services

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; R. David Hays, Director, Division of Emergency Services (DES)

RECOMMENDED MOTION: Move to authorize a Sole Source procurement of a Maintenance Software Agreement for the Division of Emergency Services for Auto-Cad software updates and upgrades in the amount of \$108,666.86 from ESO Solutions, Inc. of Dallas, TX.

REPORT-IN-BRIEF: This is a maintenance agreement for the ESO Software platform, which is utilized by County fire and EMS (volunteer and career) for fire incident reporting.

DES 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.

This request 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: This software is a necessary tool to ensure that accurate and factual National Fire Incident Reporting System (NFIRS) complaint documentation of fire, rescue and EMS incidents can be completed.

FISCAL IMPACT: Funds is available in account 515180-10-93130 for this procurement.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: ESO Solutions, Inc., quote dated 6/1/25

AUDIO/VISUAL NEEDS: N/A



Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Date: 6/1/2025
Invoice # ESO-168040
Terms Net 30
Due Date 7/1/2025
PO#

Bill To

Washington Cty Vol Fire & Resc Assoc
Washington County Fire & Rescue Assoc.
1501 Pennsylvania Ave
Hagerstown MD 21742
United States
rick.hemphill@myactv.net

Ship To

Washington Cty Vol Fire & Resc Assoc
Washington County Fire & Rescue Assoc.
Hagerstown
MD 21742
US

Item	From	To	QTY	UOM	Total
RMS Bundle - ESO Fire Incidents	7/1/2025	6/30/2026	25	Stations	USD \$20,176.43
Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.					
RMS Bundle - ESO Properties	7/1/2025	6/30/2026	25	Stations	USD \$6,062.55
Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).					
RMS Bundle - Personnel Management	7/1/2025	6/30/2026	471	Employees	USD \$11,007.76
Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.					
RMS Bundle - ESO Hydrants	7/1/2025	6/30/2026	25	Stations	USD \$4,538.90
Inventory and document testing and status of hydrants.					
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	7/1/2025	6/30/2026	25	Stations	USD \$3,496.39
Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.					
Fire Incidents CAD Integration	7/1/2025	6/30/2026	10,000	Incidents	USD \$2,808.15
Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.					
Fire Umbrella for Incident Reporting	7/1/2025	6/30/2026	1		USD \$782.23
Allows for reporting for multiple departments to one report.					
Assets-Checklist Bundle	7/1/2025	6/30/2026	71	Vehicles	USD \$22,054.35
Web-based asset management and apparatus checklist for Fire and EMS.					
EMS1 Academy with ESO Integration	7/1/2025	6/30/2026	300	Employees	USD \$16,041.00
Track and report EMS training and access to CAPCE accredited online courses, with ESO integration.					
FireRescue1 Academy with ESO Integration	7/1/2025	6/30/2026	300	Employees	USD \$15,756.00
Track and report Fire training and access to online courses following NFPA standards, with ESO integration.					
ESO Checklists	7/1/2025	6/30/2026	5	Vehicles	USD \$767.35
Web-based apparatus checklist for Fire and EMS.					
ESO Asset Management	7/1/2025	6/30/2026	5	Vehicles	USD \$1,539.85
Web-based asset management for Fire and EMS.					
Fire Incidents CAD Integration	7/1/2025	6/30/2026	1	Incidents	USD \$1,539.85
Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.					
ESO Fire Incidents	7/1/2025	6/30/2026	1	Stations	USD \$1,024.85
Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.					



Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Date: 6/1/2025
Invoice # ESO-168040
Terms Net 30
Due Date 7/1/2025
PO#

Item	From	To	QTY	UOM	Total
ESO Activities - Fire and Fire/EMS Agencies	7/1/2025	6/30/2026	1	Stations	USD \$200.85
Personnel Management	7/1/2025	6/30/2026	20	Employees	USD \$870.35
Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.					

Invoice Message:

Total (Without Tax): USD \$108,666.86
Tax: USD \$0.00

ACH/EFT bank information:

JP Morgan Chase
Routing: 111000614
Account Number: 577211926

Grand Total: USD \$108,666.86
Amount Paid/Credit: USD \$0.00
Total Recurring: USD \$108,666.86
Total One-Time:
Invoice Balance: USD \$108,666.86

Check Remittance lockbox address:

ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8502996/?amount=11192686.58

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8502996/?card=false



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1740) – Leachate Hauling from County Landfill

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Purchasing Director, and David A. Mason, P.E., Deputy Director, Solid Waste

RECOMMENDED MOTION: Move to award the requirements contract for the Hauling of Leachate from the County Landfill to A.C.& T. Co. Inc., of Hagerstown, MD based on the responsive, responsible bidder with the lowest total lump sum amount of \$438,400

REPORT-IN-BRIEF: The bid was advertised in the local newspaper, listed on the State's *eMaryland Marketplace* website, the County Purchasing online bidding site (Ionwave) and on the County's website. The contract period is for a one (1) year period, tentatively commencing July 1, 2025, with an option by the County to renew for up to two (2) additional consecutive one (1) year periods with the first term ending June 30, 2026. The County guarantees neither a minimum/maximum of calls nor quantity of material for this contract. Eighteen (18) persons/companies registered and downloaded the bid document on-line. One (1) bid was received as indicated on the bid tabulation matrix.

The scope of services to be provided by the contractor includes loading, hauling, delivery, and unloading leachate to Valicor located at the Department Water Quality's Conococheague WWTP. The leachate is transported from the Resh Road Landfill, Rubble Landfill, Old City/County Landfill and 40 West Landfill.

The following hauling history (in gallons) is established at each location:

YEAR	Resh Cell 4 & 5	Resh N-1	Resh N-2 & N-3	Rubble Cell 1	Old City/ County Station	40 West
2020	2,392,188	58,321	449,755	1,790,899	0*	16,143,433
2021	1,263,693	96,686,	478,369	2,278,679	189,850*	11,710,188
2025	1,463,861	113,782	261,625	2,441,259	4,192,066	9,349,209
2023	652,741	75,007	204,395	249,203	389,042*	9,195,436
2024	265,919	70,760	287,029	337,402	3,757,244*	8,299,043

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in various accounts within the Department of Solid Waste's budget. 21030 – Resh Road Landfill, 21040 – Rubble Landfill, 21050 – City/County Landfill, and 21020 – 40 West Landfill.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1740
Leachate Hauling from County Landfill for Disposal

				AC & T Co., Inc. Hagerstown, MD	
Item No.	Item Description	Unit	Appr. Qty	Unit Price	Total Price
1	Removal (loading/hauling/unloading) from Resh Landfill (Cells 4,5, N-1, N-2 and N-3) to Valicor Environmental Services at the Conococheague Wastewater Treatment Plant	Gal	1,500,000	.0208	\$31,200.00
2	Removal (loading/hauling/unloading) from the Rubble Landfill to Valicore Environmental Services at the Conococheague Wastewater Treatment Plant	Gal	1,500,000	.0208	\$31,200.00
3	Removal (loading/hauling/unloading) from the Old City/County Landfill to Valicor Environmental Services at the Conococheague Wastewater Treatment Plant	Gal	5,000,000	.0188	\$94,000.00
4	Removal (loading/hauling/unloading) from the 40 West Landfill to Valicor Environmental Services at the Conococheague Wastewater Treatment Plant	Gal	15,000,000	.0188	\$282,000.00
TOTAL BASE BID - SUM OF ALL LOCATION TOTALS (LOCATIONS 1-4):				\$438,400.00	

Correction calculations based on Unit Pricing



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1742) – Electronics Recycling

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Dave Mason, P.E., Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Motion to award the bid for the Electronic Recycling for the Solid Waste Department to the responsible, responsive bidder EACR, Inc., of Lakewood, NJ who submitted the lowest Bid Price in the amount of \$.14 per pound for CRT/Flat (Monitors/TV), \$.10 per pound for NON-CRT material (E-Waste) and \$685 per trip for the Transportation from the 40 West Landfill to the Recycling Facility.

REPORT-IN-BRIEF: The Department of Solid Waste sought bids for the Electronics Recycling. Service is required as needed and as the materials are collected at the 40 West Landfill. The County will notify the Contractor when materials are ready for pick-up. Service will not be required on Sundays and Holidays as specified. The project scope is the certified recycling or refurbishing of electronics to a specified disposal facility periodically, as requested by the Deputy Director of the Department of Solid Waste or his/her designee. Materials to be recycled will include, but are not limited to, CRT screen televisions and computer monitors, laptops, flat screen televisions, stereos, printers, DVD players, VHS Players, radios, and gaming systems. The County will notify and schedule delivery of the materials with the Recycler.

The Contract period shall be for a one (1) year period tentatively commencing on or thereafter August 1, 2025, with an option by the County to renew for up to two (2) additional consecutive one (1) year periods, (i.e., August 1, 2025 to July 31, 2026), subject to written notice given by the County at least sixty (60) calendar days in advance of each period's expiration date. If the Bidder wishes to renew the Contract, he/she shall submit a letter of intent to the County Purchasing Director at least ninety (90) calendar days prior to the expiration of each contract period. The County reserves the right to accept or reject any request for renewal and any increase in unit costs for each specified location to be serviced that the Bidder may request. All other terms and conditions shall remain unchanged.

The bid was advertised on the State's "*eMaryland Marketplace Advantage*", the County's website, published in the local newspaper, and on the new online bidding site, Ionwave. Thirty-five (35) persons/companies registered/downloaded the bid document online, and twelve (12) bids were received, as indicated on the attached bid tabulation sheet.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$43,000 has been approved in the FY'26 budget 588040-21-21200 (Recycling) for these services.

CONCURRENCES: Division Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1742
Electronics Recycling

				Greenchip		Sycamore International, Inc.		WT World Trading inc	
				Total Price	\$0.45	Total Price	\$0.50	Total Price	\$1.65
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Electronics Recycling from 40 West Landfill - CRT Material	1	Pound	\$0.30	\$0.30	<u>\$0.25</u>	\$0.25	\$0.65	\$0.65
2	Electronics Recycling from 40 West Landfil - NON-CRT Material	1	Pound	\$0.15	\$0.15	\$0.25	\$0.25	\$0.25	\$0.25
3	Transportation from 40 West Landfill to Recycling Facility	1	Trip	\$0.00	\$0.00	\$0.00	\$0.00	\$0.75	\$0.75

				Pedalpoint Lifecycle Solutions & Recycling (Pedalpoint Evterra Recycling, LLC)		Express Communication, Inc.		Securis (PC Recycler, Inc.)	
				Total Price	\$275.78	Total Price	\$500.60	Total Price	\$500.62
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Electronics Recycling from 40 West Landfill - CRT Material	1	Pound	\$0.39	\$0.39	\$0.40	\$0.40	\$0.40	\$0.40
2	Electronics Recycling from 40 West Landfil - NON-CRT Material	1	Pound	\$0.39	\$0.39	\$0.20	\$0.20	\$0.22	\$0.22
3	Transportation from 40 West Landfill to Recycling Facility	1	Trip	\$275.00	\$275.00	\$500.00	\$500.00	\$500.00	\$500.00

Bids Due: May 14, 2025

PUR-1742
Electronics Recycling

				EACR, Inc. <i>HARD COPY BID</i>		eRevival, LLC		Green Wave Electronics (Green Wave Computer Recycling)	
				Total Price	685.24	Total Price	\$750.50	Total Price	\$1,000.70
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Electronics Recycling from 40 West Landfill - CRT Material	1	Pound	\$0.14	\$0.14	\$0.40	\$0.40	\$0.50	\$0.50
2	Electronics Recycling from 40 West Landfil - NON-CRT Material	1	Pound	\$0.10	\$0.10	\$0.10	\$0.10	\$0.20	\$0.20
3	Transportation from 40 West Landfill to Recycling Facility	1	Trip	\$685.00	\$685.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00

				Waste Collection Resolve, LLC		EcoReworld, LLC		Electronic Recyclers International, Inc.	
				Total Price	1006.1	Total Price	1050.45	Total Price	1761.15
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Electronics Recycling from 40 West Landfill - CRT Material	1	Pound	\$2.20	\$2.20	\$0.35	\$0.35	\$0.65	\$0.65
2	Electronics Recycling from 40 West Landfil - NON-CRT Material	1	Pound	\$3.90	\$3.90	<u>\$0.10</u>	\$0.10	\$0.50	\$0.50
3	Transportation from 40 West Landfill to Recycling Facility	1	Trip	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$1,760.00	\$1,760.00

Bids Due: May 14, 2025

PUR-1742
Electronics Recycling

Supplier	City / State	<u>Remarks / Exceptions</u>
EACR, Inc.	Lakewood, NJ	
EcoReworld, LLC	Philadelphia, PA	
Electronic Recyclers, International, Inc.	Fresno, CA	
eRevival, LLC	Baltimore, MD	
Express Communications, Inc.	Dallas, TX	Line #1 0.40 per lbs. Will charge county per lbs. CRT material recycled. Line #2 0.20 per lbs. Will pay to county \$0.20 per lbs.
Greenchip	Fredericksburg, VA	Lines #1 & #2 Price indicated as a charge to the County. Line #3 Greenchip will pick-up e-waste materials at no additional charge to the County.
Greenwave Electronics	Indianapolis, IN	Lines #1, #2, and #3 Price indicated as a charge to the County
Pedalpoint Lifecycle Solutions	Frederick, MD	
Securis	Chantilly, VA	Item #1 CRT's/Flat (Monitors/TV's) Pricing is based on a live load pickup. Securis does not accept loose batteries Item #2 Pricing is based on a live load pickup. Securis does not accept loose batteries Line #3 Pricing is based on a live load pickup. Securis does not accept loose batteries
Sycamore International, Inc.	Westgrove, PA	
Waste Collection Resolve, LLC	Baltimore, MD	Item #1 To Off-Load CRT Material It can cost/ range anywhere between \$50-\$60 Per unit. For our bid we will charge the county \$2.20 per pound for CRT material. This bid justification will insure that if disposal pricing shall increase us as the vendor can incur the cost of dumping Line #2 \$3.90 Per Pound Line #3 \$1000.00 Per Trip
WT World Trading inc	Westminster, CA	

Bids Due: May 14, 2025



Agenda Report Form

Open Session Item

SUBJECT: Renewal / Extension - Sole Source Procurement Award (PUR-1654) – Munis Software (Utility Billing) Support

PRESENTATION DATE: June 10, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Angie Poffenberger, Deputy Director -Software Support and Training, Budget and Finance

RECOMMENDED MOTION: Move to authorize, for a renewal/extension for a Sole Source Procurement of software licensing and support fees from Tyler Technologies of Dallas, TX for use by the Office of Budget & Finance, Treasurer's Office and others in the amount of \$237,334 for the period of July 1, 2025, through June 30, 2026. This purchase was originally approved by the Board of County Commissioners on November 28, 2023, for a two-year period totaling \$474,668. This is the first year of a two-year extension.

REPORT-IN-BRIEF: The Purchasing Department received a request from Budget & Finance regarding the procurement for the annual software support. Budget & Finance 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.

The Tyler Enterprise ERP software and support being recommended for renewal has expanded and enhanced the County Treasurer's Maryland Real Estate and Personal Property Tax Management system, which was originally implemented in 2003. Additionally, the current software components replaced the County's old utility billing system, which was retired by Oracle/PeopleSoft in 2007. The current software system consolidated tax, UB and general billing operations under one centralized cashing and remitting system across the enterprise and provides a comprehensive citizen web portal with 24/7 access to Tax, Utility, and General billing information and On-line payments.

This request 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: Funding is available in the software account 515180-10-11000 for this procurement.

CONCURRENCES: N/A

ATTACHMENTS: Price Proposal from Tyler Technologies dated May 7, 2025.



Empowering people who serve the public®

Remittance
Tyler Technologies,
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
PROFORMA**

Company	Order No.	Date	Page
045	179946	5/7/2025	1 of 1

BILL TO: BOARD OF COUNTY COMMISSIONER'S OF
WASHINGTON COUNTY, MD
100 W. WASHINGTON STREET
HAGERSTOWN, MD 21740

SHIP TO: BOARD OF COUNTY COMMISSIONER'S OF
WASHINGTON COUNTY, MD
100 W. WASHINGTON STREET
HAGERSTOWN, MD 21740

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	ShipVia	Salesperson Cd
4705		NET30	USD		

SAAS ANNUAL FEES 7/1/2025-6/30/2026

Description/Comments	Total Cost
Accounts Receivable - Subscription	\$ 23,445.00
Cashiering - Subscription	\$ 21,649.00
Citizen Self Service - Subscription Fees	\$ 14,119.00
General Billing - Subscription	\$ 7,663.00
APPLICATION SERVICES-Tax Billing Subscription	\$ 65,184.00
Tax Sale - Subscription	\$ 23,905.00
Utility Billing CIS - Subscription Fees	\$ 11,808.00
Utility Billing Meter Interface - Subscription	\$ 3,883.00
Content Manager Core - Subscription	\$ 21,179.00
Role Tailored Dashboard - Subscription	\$ 10,354.00
Enterprise ERP Office - Subscription	\$ 10,354.00
Tyler Forms Processing Doc Origin Software - Subscription	\$ 8,791.00
Concurrent Users-Subscription	\$ 15,000.00

Does not include any applicable taxes

Order Total: \$ 237,334.00

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1735) Section A (North) Retention Pond Mowing for the Department of Stormwater and Watershed Services

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Carin Bakner, Buyer, Purchasing Department; John Swauger, Stormwater Management Coordinator, Water Quality

RECOMMENDED MOTION: Move to award the procurement of mowing services of fifty-seven (57) retention ponds to the responsive, responsible bidder, Young's Lawn Service, LLC of Hagerstown, MD, for a Total Lump Sum Bid Price of \$4,730.00 per mowing. The mowing cycle is expected to be every three (3) to four (4) weeks; however, quantities may be more or less based on weather. This award is contingent upon the vendor renewing its good standing status with the Maryland Department of Assessments and Taxation.

REPORT-IN-BRIEF: The work consists of mowing and trimming all specified pond mowing areas once every three (3) to four (4) weeks and notifying the Department of Stormwater Watershed Services when each mowing cycle is to begin and is completed. The contractor is required to utilize a GIS tracking application to document each mowing, and they will also be responsible for collecting and properly disposing of all trash and debris from within the pond mowing areas.

The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, in the local newspaper, and on the County's new electronic bid site (Euna/Ionwave). Thirty-one (31) persons/companies registered/downloaded the bid document online, and on April 30, 2025, the county accepted bids; eleven (11) bids were received. The Contract term shall be for a two-year period beginning on July 1, 2025, with an option by the County to renew for up to three (3) additional consecutive one (1) year periods.

FISCAL IMPACT: Funds are available in the department's operating budget account 515000-40-40050.

CONCURRENCES: Mark Bradshaw, Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1735

Section A (North) Retention Pond Mowing Services

1	Pond No. 83, Access end of cul-de-sac of Leishear Court, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$67.00	\$67.00
	Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$716.80	\$716.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$65.00	\$65.00
2	Pond No. 84, Access either side of Leishear Court at beginning, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$20.00	\$20.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$45.00	\$45.00
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$65.00	\$65.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$116.80	\$116.80
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$150.00	\$150.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$30.00	\$30.00
3	Pond No. 80, Access next to 13434 Rhodes Court, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$112.00	\$112.00
	Inspo Landscaping, LLC	1	EA	\$120.00	\$120.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$240.00	\$240.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,491.84	\$1,491.84
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$128.00	\$128.00

	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$900.00	\$900.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$90.00	\$90.00
4	Pond No. 79, Access between 12534 and 12524 Garrow Drive, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
	Inspo Landscaping, LLC	1	EA	\$82.50	\$82.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$165.00	\$165.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,023.36	\$1,023.36
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$88.00	\$88.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$650.00	\$650.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$70.00	\$70.00
5	Pond No. 82, Access between 13903 and 13909 McIntosh Circle, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$75.00	\$75.00
	Inspo Landscaping, LLC	1	EA	\$82.50	\$82.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$165.00	\$165.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,023.36	\$1,023.36
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$88.00	\$88.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$650.00	\$650.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$85.00	\$85.00
6	Pond No. 81, Access between 13931 and 13939 McIntosh Circle, Clear Spring, MD 21722				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
	Inspo Landscaping, LLC	1	EA	\$75.00	\$75.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$150.00	\$150.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$950.40	\$950.40
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$80.00	\$80.00

	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$600.00	\$600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$85.00	\$85.00
7	Pond No. 85, Access adjacent to 13624 Creek View Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$45.00	\$45.00
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$65.00	\$65.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$90.00	\$90.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$491.20	\$491.20
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$400.00	\$400.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$45.00	\$45.00
8	Pond No. 86, Access adjacent to 13605 Creek View Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$30.00	\$30.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$45.00	\$45.00
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$60.00	\$60.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$270.40	\$270.40
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$250.00	\$250.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$40.00	\$40.00
9	Pond No. 78, Access at end of Bivens Lane between 17010 and 17000, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
	Inspo Landscaping, LLC	1	EA	\$75.00	\$75.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$150.00	\$150.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$950.40	\$950.40
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$80.00	\$80.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$600.00	\$600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$85.00	\$85.00
10	Pond No. 53, Access between 13730 and 13846 Patriot Way, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$82.50	\$82.50
	Cherry Blossom Lawn Care, LLC	1	EA	\$105.00	\$105.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$225.00	\$225.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,372.80	\$1,372.80
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$120.00	\$120.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$850.00	\$850.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$90.00	\$90.00
11	Pond No. 54, Access east side of Seneca Ridge 150' north of Maugans Avenue, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$97.50	\$97.50
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$130.00	\$130.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$270.00	\$270.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,647.36	\$1,647.36
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$144.00	\$144.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,000.00	\$1,000.00
	Actaeon, LLC			\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$110.00	\$110.00
12	Pond No. 55, Access west side of Seneca Ridge 150' north of Maugans Avenue, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$65.00	\$65.00
	Inspo Landscaping, LLC	1	EA	\$75.00	\$75.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$150.00	\$150.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$950.40	\$950.40
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$80.00	\$80.00

	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$600.00	\$600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$80.00	\$80.00
13	Pond No. 56, Access from across from 14207 Shelby Circle, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
	Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$90.00	\$90.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$716.80	\$716.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$70.00	\$70.00
14	Pond No. 96, Access at pump station 14704 Citicorp Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$210.00	\$210.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$325.00	\$325.00
	Inspo Landscaping, LLC	1	EA	\$375.00	\$375.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$750.00	\$750.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$4,620.00	\$4,620.00
	JF Enterprises/Fox Enterprises	1	EA	\$528.00	\$528.00
	The Ground Keeper, Inc.	1	EA	\$400.00	\$400.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$2,600.00	\$2,600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$200.00	\$200.00
15	Pond No. 49, Access intersection of Sweet Vale Drive and Diller Drive, 18813 Diller Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$110.00	\$110.00
	Inspo Landscaping, LLC	1	EA	\$120.00	\$120.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$240.00	\$240.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,491.84	\$1,491.84
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$128.00	\$128.00

	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$900.00	\$900.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$85.00	\$85.00
16	Pond No. 50, Access between 18828 and 18836 Diller Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$50.00	\$50.00
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$65.00	\$65.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$90.00	\$90.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$491.20	\$491.20
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Natural Resources	1	EA	\$400.00	\$400.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$40.00	\$40.00
17	Pond No. 51, Access between 18914 and 18924 Diller Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
	Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$90.00	\$90.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$716.80	\$716.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$80.00	\$80.00
18	Pond No. 52, Access across the street from 13930 Pennsylvania Avenue, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$105.00	\$105.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
	Inspo Landscaping, LLC	1	EA	\$112.50	\$112.50
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$225.00	\$225.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,372.80	\$1,372.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$120.00	\$120.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$850.00	\$850.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$95.00	\$95.00
19	Pond No. 97, Access through curb cut between 18541 and 18537 Maugans Avenue, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	Inspo Landscaping, LLC	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$270.00	\$270.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,647.36	\$1,647.36
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$144.00	\$144.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,000.00	\$1,000.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$100.00	\$100.00
20	Pond No. 45, Access between 13602 and 13572 Cambridge Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$105.75	\$105.75
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$240.00	\$240.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,491.84	\$1,491.84
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$128.00	\$128.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$900.00	\$900.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$110.00	\$110.00
21	Pond No. 46, Access next to 13852 Ideal Circle, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$145.00	\$145.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$195.00	\$195.00
	Inspo Landscaping, LLC	1	EA	\$225.00	\$225.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$450.00	\$450.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$2,772.00	\$2,772.00
	JF Enterprises/Fox Enterprises	1	EA	\$333.00	\$333.00
	The Ground Keeper, Inc.	1	EA	\$240.00	\$240.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,600.00	\$1,600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$140.00	\$140.00
22	Pond No. 48, Access point between 19310 and 19306 Paradise Manor Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
	Inspo Landscaping, LLC	1	EA	\$131.25	\$131.25
	Cherry Blossom Lawn Care, LLC	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$270.00	\$270.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,647.36	\$1,647.36
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$144.00	\$144.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,000.00	\$1,000.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$100.00	\$100.00
23	Pond No. 47, Access between 13807 and 13819 Exeter Court, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	Inspo Landscaping, LLC	1	EA	\$131.20	\$131.20
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$240.00	\$240.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,491.84	\$1,491.84
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$128.00	\$128.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$900.00	\$900.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$100.00	\$100.00
24	Pond No. 44, Access between 19211 and 19123 Rock Maple Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$65.00	\$65.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$175.00	\$175.00
	Inspo Landscaping, LLC	1	EA	\$195.00	\$195.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$390.00	\$390.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$2,402.40	\$2,402.40
	JF Enterprises/Fox Enterprises	1	EA	\$333.00	\$333.00
	The Ground Keeper, Inc.	1	EA	\$208.00	\$208.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,400.00	\$1,400.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$120.00	\$120.00
25	Pond No. 43, Access intersection of Longmeadow Road and Paradise Church Road, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$45.00	\$45.00
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$90.00	\$90.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$491.20	\$491.20
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$48.00	\$48.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$400.00	\$400.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$50.00	\$50.00
26	Pond No. 42, Access between 18817 and 18901 Dover Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$115.00	\$115.00
	Inspo Landscaping, LLC	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$270.00	\$270.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,647.36	\$1,647.36
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$144.00	\$144.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,000.00	\$1,000.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$80.00	\$80.00
27	Pond No. 36, Access between 19222 and 19224 Jamestown Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$50.00	\$50.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$60.00	\$60.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$342.40	\$342.40
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$300.00	\$300.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$50.00	\$50.00
28	Pond No. 38, Access intersection of Primrose Lane and Marigold Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$60.00	\$60.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$60.00	\$60.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$120.00	\$120.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$643.20	\$643.20
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$64.00	\$64.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$500.00	\$500.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$65.00	\$65.00
29	Pond No. 39, Access between 19723 and 19715 Marigold Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$50.00	\$50.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$60.00	\$60.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$75.00	\$75.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$412.00	\$412.00
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$350.00	\$350.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$40.00	\$40.00
30	Pond No. 41, Access from Mattley Drive adjacent to 12903 Mattley Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$50.00	\$50.00
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$90.00	\$90.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$491.20	\$491.20
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$48.00	\$48.00

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	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$400.00	\$400.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
31	Pond No. 35, Access in front of 12827 El Paso Drive at Little Antietam Road and El Paso Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$45.00	\$45.00
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$105.00	\$105.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$564.80	\$564.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$56.00	\$56.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$450.00	\$450.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
32	Pond No. 37, Access next to 22107 Whitestone Court, Smithsburg, MD 21783				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$90.00	\$90.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
	Inspo Landscaping, LLC	1	EA	\$112.50	\$112.50
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$225.00	\$225.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,372.80	\$1,372.80
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$120.00	\$120.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$850.00	\$850.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$95.00	\$95.00
33	Pond No. 100, Access next to 23303 Angela Court, Smithsburg, MD 21783				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$60.00	\$60.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$105.00	\$105.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$203.00	\$203.00
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00

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Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$450.00	\$450.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$65.00	\$65.00

34 Pond No. 101, Access end of cul-de-sac on Angela Court, Smithsburg, MD 21783

Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
Inspo Landscaping, LLC	1	EA	\$82.50	\$82.50
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$165.00	\$165.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,023.36	\$1,023.36
JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
The Ground Keeper, Inc.	1	EA	\$88.00	\$88.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$650.00	\$650.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$85.00	\$85.00

35 Pond No. 34, Access Foxville Road and Appalachian Court, Smithsburg, MD 21783

Supplier	QTY	UOM	Price	Extended
Inspo Landscaping, LLC	1	EA	\$55.00	\$55.00
Cherry Blossom Lawn Care, LLC	1	EA	\$55.00	\$55.00
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$90.00	\$90.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$491.20	\$491.20
JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
The Ground Keeper, Inc.	1	EA	\$48.00	\$48.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$400.00	\$400.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$70.00	\$70.00

36 Pond No. 40, Access between 11432 and 11424 Orange Blossom Court, Smithsburg, MD 21783

Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$70.00	\$70.00
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
Inspo Landscaping, LLC	1	EA	\$75.00	\$75.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$150.00	\$150.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$950.40	\$950.40
JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
The Ground Keeper, Inc.	1	EA	\$80.00	\$80.00

37	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$600.00	\$600.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
37	Pond No. 16, Woodbridge A-1, the pond on the west side of the intersection of Woodbridge Drive and Robinwood Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	Inspo Landscaping, LLC	1	EA	\$142.50	\$142.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$195.00	\$195.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$285.00	\$285.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,721.28	\$1,721.28
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$152.00	\$152.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,050.00	\$1,050.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$150.00	\$150.00
38	Pond No. 17, Woodbridge A-2, Across from 20526 Woodbridge Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$125.00	\$125.00
	Inspo Landscaping, LLC	1	EA	\$157.50	\$157.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$195.00	\$195.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$315.00	\$315.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,915.20	\$1,915.20
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
	The Ground Keeper, Inc.	1	EA	\$168.00	\$168.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,150.00	\$1,150.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$150.00	\$150.00
39	Pond No. 58, Access between 11109 and 11113 Suffolk Drive, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$100.00	\$100.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$105.00	\$105.00
	Inspo Landscaping, LLC	1	EA	\$112.50	\$112.50
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$225.00	\$225.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,372.80	\$1,372.80
	JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00

	The Ground Keeper, Inc.	1	EA	\$120.00	\$120.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$850.00	\$850.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$80.00	\$80.00
40	Pond No. 57, Access road off Sani Lane between 11020 and 11014, Hagerstown, MD 21742				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$100.00	\$100.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$100.00	\$100.00
	Inspo Landscaping, LLC	1	EA	\$105.00	\$105.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$210.00	\$210.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,290.24	\$1,290.24
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$112.00	\$112.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$800.00	\$800.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$80.00	\$80.00
41	Pond No. 18, Access off of cul-de-sac of Avonlea Hills Court to rear of 10609 Avonlea Hills Court and swale line in front and side to pond, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$175.00	\$175.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$175.00	\$175.00
	Inspo Landscaping, LLC	1	EA	\$187.50	\$187.50
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$375.00	\$375.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$2,310.00	\$2,310.00
	JF Enterprises/Fox Enterprises	1	EA	\$333.00	\$333.00
	The Ground Keeper, Inc.	1	EA	\$200.00	\$200.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,350.00	\$1,350.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$135.00	\$135.00
42	Pond No. 19, Access from Easterday Court 200' in on the right, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$60.00	\$60.00
	Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$716.80	\$716.80

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	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$65.00	\$65.00
43	Pond No. 14, Access at Eagle Lane behind the Pumping Station, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$65.00	\$65.00
	Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$860.16	\$860.16
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
44	Pond No. 107, Access across street from 449 Westminster Court, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$40.00	\$40.00
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$75.00	\$75.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$95.00	\$95.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$412.00	\$412.00
	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$350.00	\$350.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
45	Pond No. 15, Access beside 457 Westminster Court, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$40.00	\$40.00
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$60.00	\$60.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$185.00	\$185.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$342.40	\$342.40

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	JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
	The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$300.00	\$300.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$60.00	\$60.00
46	Pond No. 11, Access at the dead end of Oakmont Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$105.00	\$105.00
	Inspo Landscaping, LLC	1	EA	\$135.00	\$135.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$270.00	\$270.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,647.36	\$1,647.36
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$144.00	\$144.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,000.00	\$1,000.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$75.00	\$75.00
47	Pond No. 12, Access from South Pointe Drive at the corner of Winding Oak Drive, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$75.00	\$75.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$110.00	\$110.00
	Inspo Landscaping, LLC	1	EA	\$127.50	\$127.50
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$255.00	\$255.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,552.32	\$1,552.32
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$136.00	\$136.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$950.00	\$950.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$70.00	\$70.00
48	Pond No. 9, Access beside 17904 Sand Wedge Drive, Hagerstown, MD 21740; at the end of cul-de-sac				
	Supplier	QTY	UOM	Price	Extended
	Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$50.00	\$50.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$60.00	\$60.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$342.40	\$342.40

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JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$300.00	\$300.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$65.00	\$65.00

49 Pond No. 98, Access across street from 17823 Oak Ridge Drive, Hagerstown, MD 21740

Supplier	QTY	UOM	Price	Extended
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
Inspo Landscaping, LLC	1	EA	\$142.50	\$142.50
Cherry Blossom Lawn Care, LLC	1	EA	\$149.00	\$149.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$285.00	\$285.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,721.28	\$1,721.28
JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
The Ground Keeper, Inc.	1	EA	\$152.00	\$152.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,050.00	\$1,050.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$80.00	\$80.00

50 Pond No. 76, Access between 17806 Greentree Terrace and 17813 Greentree Lane, Hagerstown, MD 21740

Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$30.00	\$30.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$45.00	\$45.00
Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$65.00	\$65.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$270.40	\$270.40
JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$250.00	\$250.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$30.00	\$30.00

51 Pond No. 77, Access adjacent to 17303 Evergreen Drive, Hagerstown, MD 21740

Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$65.00	\$65.00
Inspo Landscaping, LLC	1	EA	\$67.50	\$67.50
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$70.00	\$70.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$135.00	\$135.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$716.80	\$716.80

	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$72.00	\$72.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$550.00	\$550.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$55.00	\$55.00
52	Pond No. 99, Access at 205 Western Maryland Parkway, Hagerstown, MD 21740 at pump station				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$205.00	\$205.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$210.00	\$210.00
	Inspo Landscaping, LLC	1	EA	\$247.50	\$247.50
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$495.00	\$495.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$3,049.20	\$3,049.20
	JF Enterprises/Fox Enterprises	1	EA	\$398.00	\$398.00
	The Ground Keeper, Inc.	1	EA	\$264.00	\$264.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,750.00	\$1,750.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$170.00	\$170.00
53	Pond No. 105, Access at Enterprise Lane off Western MD Parkway, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Cherry Blossom Lawn Care, LLC	1	EA	\$91.00	\$91.00
	Inspo Landscaping, LLC	1	EA	\$97.50	\$97.50
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$110.00	\$110.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$195.00	\$195.00
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,198.08	\$1,198.08
	JF Enterprises/Fox Enterprises	1	EA	\$203.00	\$203.00
	The Ground Keeper, Inc.	1	EA	\$104.00	\$104.00
	Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$750.00	\$750.00
	Actaeon, LLC	1	EA	\$325.00	\$325.00
	Young's Lawn Service LLC	1	EA	\$85.00	\$85.00
54	Pond No. 106, Access on left after fence for Ryder Truck Rental on Business Parkway, Hagerstown, MD 21740				
	Supplier	QTY	UOM	Price	Extended
	Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
	Cherry Blossom Lawn Care, LLC	1	EA	\$255.00	\$255.00
	Inspo Landscaping, LLC	1	EA	\$270.00	\$270.00
	Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$295.00	\$295.00
	TMG (Marathon Resource Management Group, LLC)	1	EA	\$540.00	\$540.00
	M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$3,326.40	\$3,326.40

Bids Due: April 30, 2025

JF Enterprises/Fox Enterprises	1	EA	\$398.00	\$398.00
The Ground Keeper, Inc.	1	EA	\$288.00	\$288.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,900.00	\$1,900.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$175.00	\$175.00

55	Pond No. 95, Access at 11809 White Pine Drive, Hagerstown, MD 21740
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Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$45.00	\$45.00
Inspo Landscaping, LLC	1	EA	\$50.00	\$50.00
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$55.00	\$55.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$60.00	\$60.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$342.40	\$342.40
JF Enterprises/Fox Enterprises	1	EA	\$138.00	\$138.00
The Ground Keeper, Inc.	1	EA	\$50.00	\$50.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$300.00	\$300.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$40.00	\$40.00

56	Pond No. 94, Access northside of Walnut Point Road across from 11822 Walnut Point Road, Hagerstown, MD 21740
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Supplier	QTY	UOM	Price	Extended
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
Cherry Blossom Lawn Care, LLC	1	EA	\$135.00	\$135.00
Inspo Landscaping, LLC	1	EA	\$142.50	\$142.50
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$285.00	\$285.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,721.28	\$1,721.28
JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
The Ground Keeper, Inc.	1	EA	\$152.00	\$152.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$1,050.00	\$1,050.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$75.00	\$75.00

57	Pond No. 93, Access from Walnut Point Road, 140' north of 11924 Walnut Point Road, Hagerstown, MD 21740
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Supplier	QTY	UOM	Price	Extended
Cherry Blossom Lawn Care, LLC	1	EA	\$91.00	\$91.00
Inspo Landscaping, LLC	1	EA	\$97.50	\$97.50
Diamond Lawn & Landscape (L.A. Coulter Enterprises)	1	EA	\$105.00	\$105.00
TMG (Marathon Resource Management Group, LLC)	1	EA	\$195.00	\$195.00
Allegheny Ground Works, LLC	1	EA	\$250.00	\$250.00
M.E.P. Solutions Group (K&K Electric & Construction INC)	1	EA	\$1,198.08	\$1,198.08

JF Enterprises/Fox Enterprises	1	EA	\$268.00	\$268.00
The Ground Keeper, Inc.	1	EA	\$104.00	\$104.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources	1	EA	\$750.00	\$750.00
Actaeon, LLC	1	EA	\$325.00	\$325.00
Young's Lawn Service LLC	1	EA	\$75.00	\$75.00
<u>Total Lump Sum (Item Nos. 1 thru 57 above)</u>				
Young's Lawn Service LLC		Hagerstown, MD		\$4,730.00
Cherry Blossom Lawn Care, LLC		Jarrettsville, MD		\$5,390.00
Diamond Lawn & Landscape (L.A. Coulter Enterprises)		Hagerstown, MD		\$5,805.00
Inspo Landscaping, LLC		Walkersville, MD		\$5,890.70
The Ground Keeper, Inc. (<i>*Corrected Calculations Based on Unit Pricing</i>)		Sharpsburg, MD		\$6,272.00*
TMG (Marathon Resource Management Group, LLC)		Glen Allen, VA		\$11,445.00
JF Enterprises/Fox Enterprises		Hagerstown, MD		\$12,806.00
Allegheny Ground Works, LLC		Pittsburgh, PA		\$14,250.00
Actaeon LLC		Beltsville, MD		\$18,525.00
Patriot Land & Wildlife Management Services, Inc dba Patriot Natural Resources		Beallsville, MD		\$43,750.00
M.E.P. Solutions Group (K&K Electric & Construction INC)		Gaithersburg, MD		\$68,888.96
<u>Supplier Notes:</u> M.E.P. Solutions Group (K&K Electric & Contruction Inc) Annual Budget based on 8 mowing cycles per year (every 3-4 weeks from April to October, roughly 7 months)This price accounts for mowing, trimming, debris removal, travel, and overhead, adjusted for complexity based on access and assumed features from "Attachment A". If the images show significantly more fencing, riprap, or difficult terrain				

Open Session Item

SUBJECT: Bid Award (PUR-1730) Digital Air Park Sign at the Hagerstown Regional Airport

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Carin Bakner, Buyer, Purchasing Department; Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: Move to award the procurement of a digital Air Park sign to the responsive, responsible bidder, Smart Signs, LLC of Beaver Falls, PA, for a Total Lump Sum Bid Price of \$194,308.39.

REPORT-IN-BRIEF: The Hagerstown Regional Airport sought bids for the purchase and installation of a thirty-five foot (35') high, ten by thirty foot (10'x 30') digital monopole 13 mm LED sign to be located at the end of Air Park Road and visible to north bound I-81 traffic. The work includes providing a complete digital sign system, structural work to construct the monopole sign, electrical work, communication and computer-based control system and miscellaneous additional work to complete the installation.

The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, in the local newspaper, and on the County's new electronic bid site (Euna/Ionwave). Fifty-one (51) persons/companies registered/downloaded the bid document online, and on May 14, 2025, the County accepted bids; two (2) bids were received.

FISCAL IMPACT: Funds are available in the department's Capital Improvement Project (CIP) account BLD088 Airport Systemic Improvement Projects. The project cost is 100% covered by a Maryland Department of Commerce Rural Maryland Economic Development Fund Grant

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1730

Digital Air Park Sign at Hagerstown Regional Airport

				Smart Signs, LLC	Kenney Signs, Inc.
				Beaver Falls, PA	Frostburg, MD
Line #	Description	QTY	UOM	Total	Total
1	Digital Air Park Sign	1	EA	\$194,308.39	\$298,500.00



Agenda Report Form

Open Session Item

SUBJECT: Ashcraft-Rice Rural Legacy Program (RLP) Easement

PRESENTATION DATE: June 3, 2025

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

RECOMMENDED MOTION: Move to approve the Marilyn S. Ashcraft and Melva Rice RLP Easement project, in the amount of \$1,000,000.00 for 256.57 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Ashcraft-Rice property is located at 16865 Taylors Landing Road, Sharpsburg, and the easement will serve to permanently preserve a valuable agricultural, scenic, historic and environmental property in the County. The parcel contains a balanced mix of crop, pasture and woodland. It lies in a part of Washington County that was heavily trafficked during the Civil War/Battle of Antietam and is listed on the Maryland Inventory of Historic Places for the agricultural and architectural significance of its mid-19th Century farm complex. Additionally, the property is less than a quarter mile from the C&O Canal and Potomac River.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland near Antietam Battlefield and Williamsport. Fourteen (14) development rights will be extinguished with this easement.

DISCUSSION: Since 1998, Washington County has been awarded more than \$33 million to purchase Rural Legacy easements on more than 9,400 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2025, Washington County was awarded RLP grants totaling \$1,544,000. The Ashcraft-Rice RLP Easement will use part of those funds. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

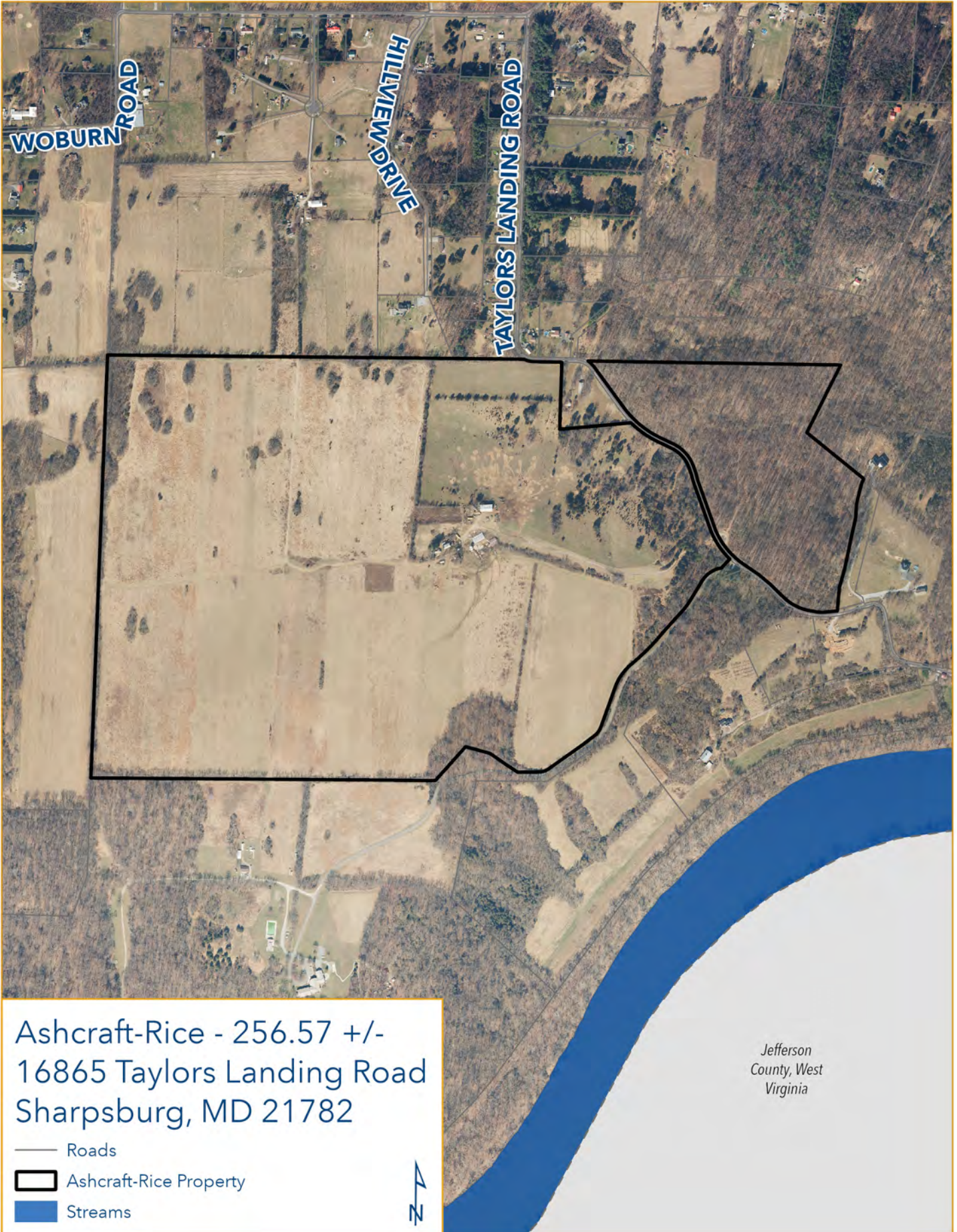
FISCAL IMPACT: RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

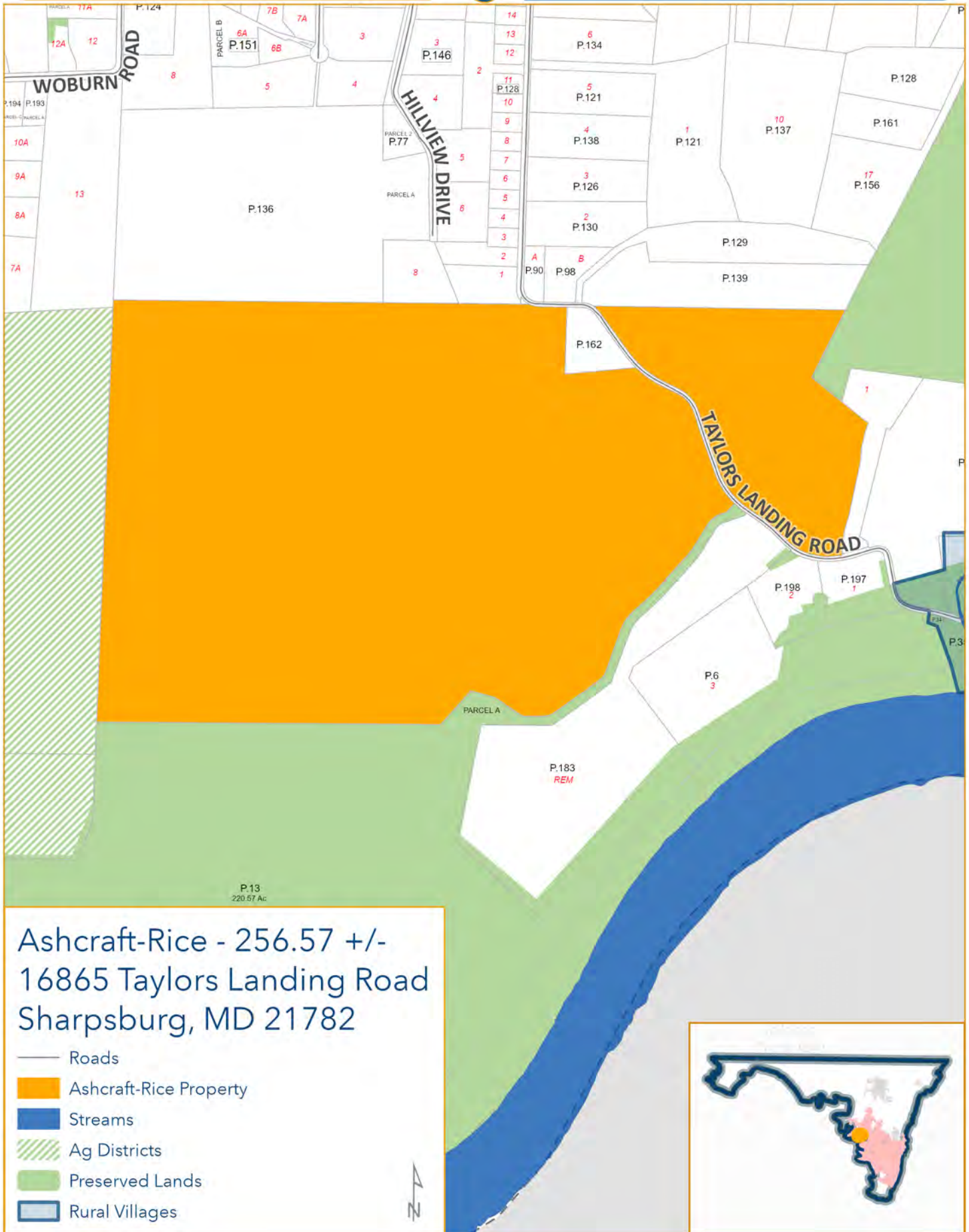
CONCURRENCES: Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program.

ALTERNATIVES: If Washington County rejects State funds for RLP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Ordinance

AUDIO/VISUAL NEEDS: N/A





ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM
(Re: *Ashcraft-Rice RLP Conservation Easement*)**

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2025, Washington County (the "County") was awarded a RLP grant totaling \$1,544,000.00 (the "RLP Funds").

4. Marilyn S. Ashcraft and Melva Rice, (the "Property Owners") are the fee simple owner of real property consisting of 256.57 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of approximately ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Ashcraft-Rice RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of a conservation easement on the Property be approved and that the President of the Board and the County Attorney 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 Ashcraft-Rice RLP Conservation Easement.

ADOPTED this 3rd day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Aaron Weiss

Assistant County Attorney

Mail to:

Office of the County Attorney

100 W. Washington Street, Suite 1101

Hagerstown, Maryland 21740

EXHIBIT A - DESCRIPTION OF PROPERTY

ALL that tract of farm land, and all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 20, Washington County, Maryland, being depicted and identified as "LANDS OF MAVIN V. GOSSARD and MARILYN SMITH ASHCRAFT DEED BOOK 4062, PAGE 96 256.57 ACRES +/-" on the Plat entitled "Boundary Survey for Rural Legacy Easement of the Lands of Mavin V. Gossard and Marilyn Smith Ashcraft" recorded at Miscellaneous Plat Folios 1093-1094 among the Plat Records of Washington County, Maryland.

TOGETHER WITH the easement or right of way to said farm tract over the private road as more particularly described and set forth in the Deed from I.M. Wertz and Ruth D. Wertz, his wife, to Sarah Jane Wertz dated November 22, 1936, and recorded in Liber 226, Folio 646 among the Land Records of Washington County, Maryland.

SUBJECT, however, to the easements or rights of way heretofore granted to or acquired by The Potomac Edison Company.

BEING the same property which was conveyed from Mavin V. Gossard and Marilyn Smith Ashcraft, Personal Representatives of the Estate of Vera V. Abbott, to Mavin V. Gossard and Marilyn Smith Ashcraft, as tenants in common, by Deed dated March 22, 2011, and recorded in Liber/Book 4062, Folio/Page 98 among the Land Records of Washington County, Maryland. Mavin V. Gossard died on October 22, 2021; title to her half-interest in the said property vested in Marilyn Smith Ashcraft, Personal Representative of the Estate of Mavin V. Gossard, in Estate No. 78390 in the Orphans' Court for Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Bond Rural Legacy Program (RLP) Easement

PRESENTATION DATE: June 3, 2025

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

RECOMMENDED MOTION: Move to approve the Richard L. & Michele L. Bond RLP Easement project, in the amount of \$176,050.00 for 45.18 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Bond property is located at 6836 Tommytown Road, Fairplay, and the easement will serve to permanently preserve a valuable agricultural, scenic, historic and environmental property in the County. The parcel contains a balanced mix of crop, pasture and woodland. It lies in a part of Washington County that was heavily trafficked during the Civil War/Battle of Antietam and is listed on the Maryland Inventory of Historic Places for its early-19th Century stone and log farm complex. Additionally, the property is adjacent to the C&O Canal and Potomac River.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland near Antietam Battlefield and Fairplay. Five (5) development rights will be extinguished with this easement.

DISCUSSION: Since 1998, Washington County has been awarded more than \$33 million to purchase Rural Legacy easements on more than 9,400 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2025, Washington County was awarded RLP grants totaling \$1,544,000. The Bond RLP Easement will use part of those funds. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

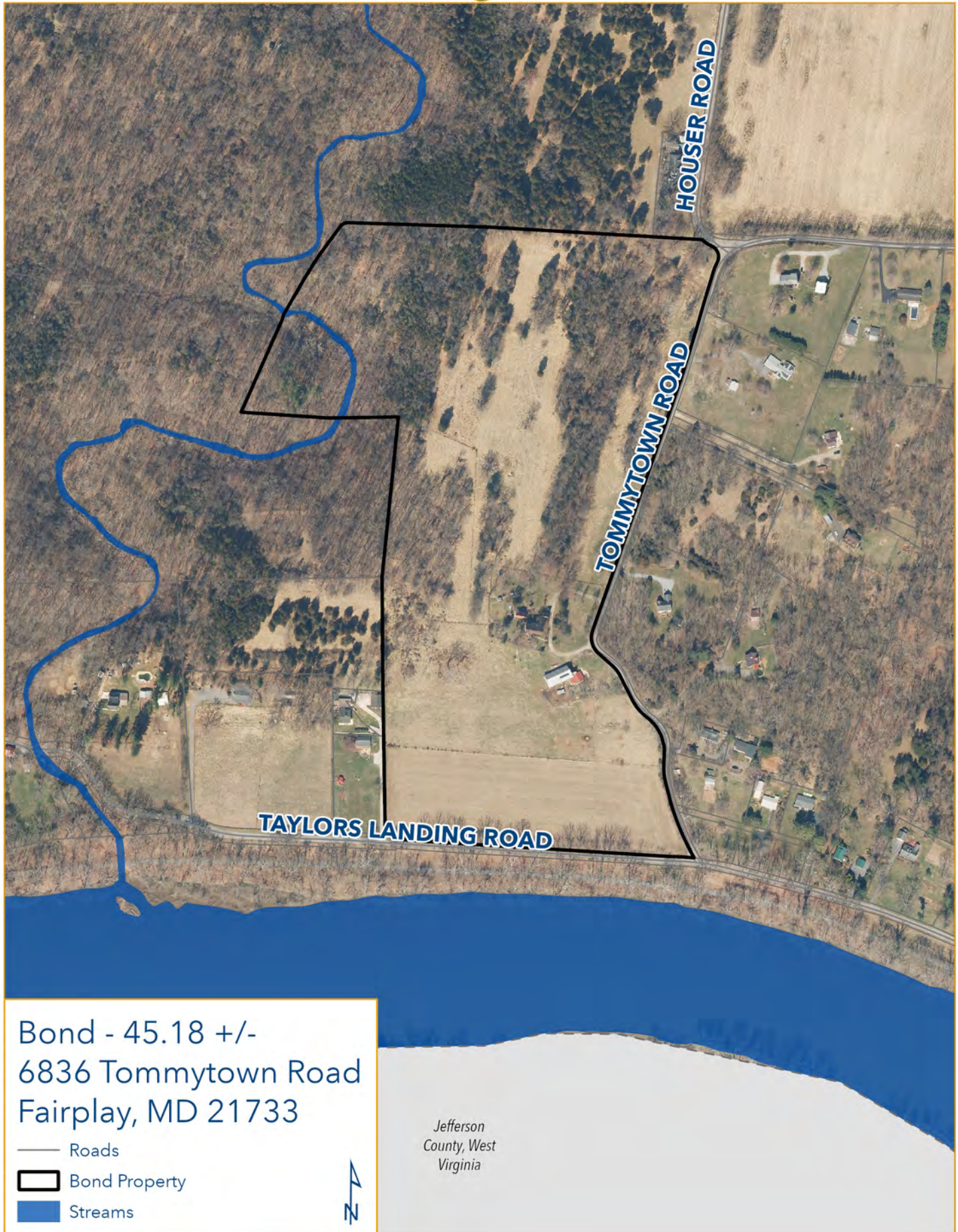
FISCAL IMPACT: RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

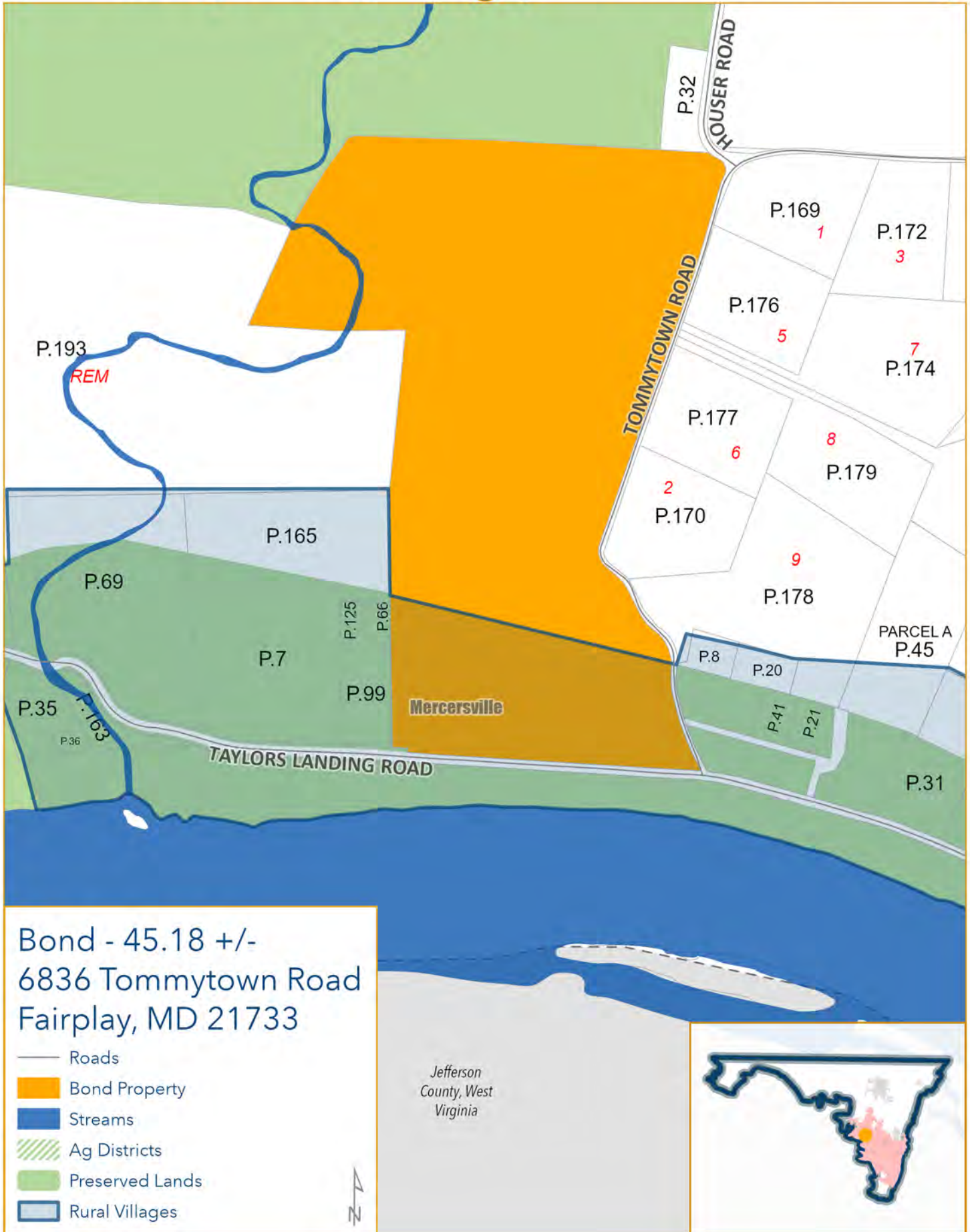
CONCURRENCES: Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program.

ALTERNATIVES: If Washington County rejects State funds for RLP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Ordinance

AUDIO/VISUAL NEEDS: N/A





ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM
(*Re: Bond RLP Conservation Easement*)**

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2025, Washington County (the "County") was awarded a RLP grant totaling \$1,544,000 (the "RLP Funds").

4. Richard L. and Michele L. Bond, (the "Property Owners") are the fee simple owners of real property consisting of 45.18 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of approximately ONE HUNDRED SEVENTY-SIX THOUSAND FIFTY DOLLARS AND NO CENTS (\$176,050.00), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Bond RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of a conservation easement on the Property be approved and that the President of the Board and the County Attorney 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 Bond RLP Conservation Easement.

ADOPTED this 3rd day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Victor Scarpelli
Assistant County Attorney

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

EXHIBIT A - DESCRIPTION OF PROPERTY

ALL that tract, lot or parcel of land, and all the rights, ways, privileges, and appurtenances thereunto belonging on in anywise appertaining, situate along the West side of Tommytown Road and along the North side of Taylors Landing Road in Election District No. 12, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a point in the intersection of Taylors Landing Road with Tommytown Road, thence running along or near the centerline of Taylors Landing Road North 81 degrees 40 minutes 27 seconds West 1015.18 feet to a point; thence running along land now or formerly of Guy Spielman (Liber 596, folio 849) North 4 degrees 38 minutes 27 seconds East 345.76 feet to a recovered iron pin; thence along lands now or formerly of Robert C. Parks (Liber 630, Folio 615) North 4 degrees 38 minutes 27 seconds East 145.46 feet to a corner fencepost; thence along the lands now or formerly of Harry L. Powers, III (Liber 596, Folio 843) North 3 degrees 25 minutes 41 seconds East 370.95 feet to a corner fencepost; thence along lands of now or formerly of Lee E. Stine, Jr. (Liber 615, Folio 540) North 10 degrees 28 minutes 51 seconds East 523.14 feet to a corner fencepost; thence along the same North 86 degrees 17 minutes 23 seconds West 228.90 feet to a corner fencepost; thence North 81 degrees 28 minutes 37 seconds West 282.84 feet to a point; thence North 28 degrees 44 minutes 06 seconds East 333.87 feet to a corner fencepost; thence along lands now or formerly of the Christian Church Capital Area (Liber 450, Folio 460) North 35 degrees 35 minutes 23 seconds East 290.39 feet to a fencepost; thence along the same North 40 degrees 26 minutes 02 seconds East 66.97 feet to a fencepost; thence North 62 degrees 18 minutes 53 seconds East 18.57 feet to a fencepost; thence South 83 degrees 25 minutes 10 seconds East 484.15 feet to a fencepost; thence South 81 degrees 31 minutes 46 seconds East 638.09 feet to a fencepost; thence South 80 degrees 16 minutes 14 seconds East 86.11 feet to a point in Houser Road; thence along Houser Road South 47 degrees 10 minutes 00 seconds East 51.76 feet to a point in Tommytown Road; thence along Tommytown Road the following 14 courses and distances: South 27 degrees 00 minutes 59 seconds West 208.51 feet to a point; thence South 23 degrees 41 minutes 30 seconds West 751.52 feet to a point; thence South 24 degrees 39 minutes 33 seconds West 52.94 feet to a point; thence South 23 degrees 39 minutes 12 seconds West 322.49 feet to a point; thence South 31 degrees 02 minutes 16 seconds East 100 feet to a point; thence South 43 degrees 39 minutes 26 seconds East 70.33 feet to a point; thence South 15 degrees 11 minutes 26 seconds East 31.42 feet to a point; thence South 18 degrees 21 minutes 07 seconds East 20.74 feet to a point; thence South 26 degrees 48 minutes 53 seconds East 30.70 feet to a point; thence South 38 degrees 04 minutes 00 seconds East 85.62 feet to a point; thence South 32 degrees 32 minutes 00 seconds East 43.89 feet to a point; thence South 6 degrees 15 minutes 26 seconds East 53.99 feet to a point; thence South 3 degrees 23 minutes 57 seconds East 204.03 feet to a point; thence South 17 degrees 26 minutes 50 seconds East 183.44 feet to the point of beginning ; containing 45.79 acres of land, more or less.

THE street address of the herein described property is currently known and designated as 6836 Tommytown Road, Fairplay, Maryland, and further identified as tax account no. 12-

010486.

BEING all of the same property which was conveyed from Latimer/O'Neil Clan, LLC [a Maryland limited liability company] to Richard L. Bond and Michele L. Bond, as joint tenants with right of survivorship, by Deed dated December 3, 2019, and recorded in Liber/Book 6140, Folio/Page 227 among the Land Records of Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Police Accountability, Community, and Transparency (PACT) Grant

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Lt Daniel Monn , CALEA Accreditation Manager, Washington County Sheriff's Office and Carsten Ahrens, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the application for, and acceptance of funding as awarded for the Police Accountability, Community, and Transparency FY26 in the amount of \$50,000.00

REPORT-IN-BRIEF: The Police Accountability, Community, and Transparency Grant program supports the high impact support initiative of officer wellness. In this regard, the program will be utilized to provide focused peer support training to ensure that our deputies have the tools and support they need to effectively navigate the emotional and mental stresses associated with repeated exposures to crisis environments.

DISCUSSION: The Washington County Sheriff's Office, for FY 2025 Police Accountability, Community, and Transparency Grant Program was utilized training officers with the PoliceOne Academy software. This system assisted officers with annual training mandates is designed to: improve officer safety, decrease department liability, maximize training resources, develop leaders and simplify training administration.

FISCAL IMPACT: Will provide \$50,000 to the Washington County Sheriff's Department

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for application.

ATTACHMENTS: N /A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Department of Social Services Child Support Enforcement Grant for FY26

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Lt James Grimm, Washington County Sheriff's Office and Carsten Ahrens, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the acceptance of funding as awarded for the Department of Social Services Child Support Enforcement Grant FY26 in the amount of \$636,806

REPORT-IN-BRIEF: The Department of Social Services Child Support Enforcement Grant is used to cover the cost of salaries, fringe benefits and associated needs for the Sheriff's office personnel assigned to child support enforcement.

DISCUSSION: The child support enforcement unit is comprised of sworn and non-sworn personnel who carry out the service of child support summons and warrant services, along with providing direct assistance to the local Washington County Department of Social Services child support unit. This state grant has been a recurring funding mechanism that has been utilized by the Sheriff's office to offset the cost associated with the agency members assigned to the child support enforcement unit.

This grant reimburses 66% for all allowable expenditures under Title IV-D of the Social Security Act federal funds less the DHS Administrative fee of 1/9th of the local share of operating costs.

FISCAL IMPACT: Will provide \$636,806 to partially reimburse the expenses incurred by the Washington County Sheriff's Office associated with child support enforcement.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding (Priority Dispatch System)

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Alan Matheny, Director of Emergency Management and Communications, and Richard Lesh, Grant Manager, Office of Grant Management.

RECOMMENDED MOTION: Move to approve the submission of grant application to the Emergency Numbers Systems Board in the amount of \$428,286.00 and accept funding as awarded to renew the contract with Priority Dispatch System.

REPORT-IN-BRIEF: The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$428,286 from the Emergency Numbers Systems Board for the renewal of the (5-year) contract for the Priority Dispatch System.

DISCUSSION: The Priority Dispatch System is a comprehensive approach to Emergency Dispatch built on the International Academies of Emergency Dispatch-approved unified protocol systems. They provide Emergency Communications Centers the vital technology, tools, and training needed to gather essential information, relay timely, accurate information to field responders, and provide life-saving support – all within a single system. The total value of this contract is \$491,286 based on an annual cost of \$94,444.00. However, the County has been given a discount of \$63,000 reducing the funding needed to \$428,286.00. The contract includes the System license renewal, One Plan Maintenance Package, and comprehensive services and support. With this system the 911 center will continue to provide Washington County residents and visitors with efficient, reliable and high-quality emergency dispatch services.

IMPACT: Provides \$428,286.00 for the Department of Emergency Communications.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding (Security Enhancements)

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Alan Matheny, Director of Emergency Management and Communications , and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of grant application to the Emergency Numbers Systems Board in the amount of \$37,244.64 and accept funding as awarded to fund 911 Center Security enhancements.

REPORT-IN-BRIEF: The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$37,244.64 from the Emergency Numbers Systems Board for the costs to upgrade security for the access entry and exit doors for the 911 center.

DISCUSSION: Security upgrades are needed at the 911 Center due to our current system continuously experiencing failures and its inability to keep the facility secured. Upgrades are for the access, entry, and exit doors. The funds from the Numbers Systems Board will be used for new strike plates and bolts as well as new card readers along with all associated wiring and labor costs. This project is essential to ensure continued control, monitoring, and physical security within the facility, especially as security requirements of our emergency communications center continue to evolve.

IMPACT: Provides \$37,244.64 for the Department of Emergency Communications.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – June is National Dairy Month

PRESENTATION DATE: Tuesday, June 3, 2025

PRESENTATION BY: Danielle Weaver, Director, Public Relations and Marketing; Katie Yoder, Multimedia Specialist, Public Relations and Marketing; and Kelsey Keadle, Business Specialist-Agriculture, Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Every June, we celebrate National Dairy Month—a time to recognize the critical role that dairy plays in our health, economy, and daily lives.

In Maryland, dairy remains one of the state’s most important agricultural commodities. According to the latest figures from the Maryland Department of Agriculture, cash receipts for milk in 2023 totaled nearly \$185 million, underscoring the continued strength and significance of the industry. Washington County is proud to be a major contributor to this success, home to 94 dairy farms whose hardworking farmers produce the milk, ice cream, yogurt, cheese, and other dairy products that nourish our families and fuel our communities.

National Dairy Month highlights not only the nutritional value of milk and dairy products as part of a balanced diet, but also the economic importance of dairy farming to Maryland’s agricultural landscape. Washington County encourages all residents to show support for our local dairy industry—especially by enjoying one of our region’s favorite dairy treats: ice cream!

DISCUSSION: Washington County is thrilled to announce the launch of the fifth annual Washington County Ice Cream Trail, celebrating our community’s local ice cream shops and the hardworking dairy farms that make them possible.

The 2025 Ice Cream Trail features 13 locally owned and operated businesses, each serving up unique, delicious frozen treats. By participating in the trail, residents and visitors alike have the opportunity to support small businesses and local agriculture—two vital pillars of Washington County’s economy and identity.

Last year’s Ice Cream Trail saw record-breaking participation, with 581 individuals completing the trail—the most since the event’s inception. This year, we anticipate even greater participation as the community embraces this fun and flavorful summer tradition.

Beginning today, June 3, 2025, Ice Cream Trail maps are available at all 13 participating establishments and can also be downloaded at www.washco-md.net/icecreamtrail. Participants are encouraged to visit each location, collect a stamp on their trail map, and return the completed map to the Washington County Public Relations and Marketing Department either online or by mail.

All participants who complete the trail and submit a fully stamped map will receive an official 2025 Ice Cream Trail T-shirt—a sweet reward for your efforts!

Whether you're a longtime fan or new to the trail, we invite everyone to grab a map, hit the road, and enjoy some of the best ice cream Washington County has to offer.

FISCAL IMPACT: N/A


CONCURRENCES: N/A

ATTACHMENTS: Ice Cream Trail Map



Washington County
MARYLAND

BUDDY LOU'S



11 East Main St.
Hancock, MD

DELITEFUL DAIRY



16230 Long Delite Lane
Williamsport, MD

MISTY MEADOW FARM CREAMERY



14325 Misty Meadow Rd.
Smithsburg, MD

COW'S CONES




21614B National Pike
Boonsboro, MD

MAUGANSVILLE CREAMERY



13803 Maugansville Rd.
Maugansville, MD

SCOOP-A-LICIOUS & MORE



16904 Virginia Ave.
Williamsport, MD

POTOMAC STREET CREAMERY



9 Potomac Street
Boonsboro, MD

MOUNTAIN TOP ICE CREAM SHOP



24949 Lake Wastler Dr.
Cascade, MD

SWEETSIES' EATS & TREATS



14911 National Pike
Clear Spring, MD

NUTTER'S ICE CREAM



100 East Main St.
Sharpsburg, MD

THE BIG DIPPER



1033 Virginia Ave.
Hagerstown, MD

DEBBIE'S SOFT SERVE



22309 Old Georgetown Rd
Smithsburg, MD

RUTH'S MARKET



28 N. Conococheau St
Williamsport, MD



Welcome to the 2025 Washington County Ice Cream Trail! June 3 – September 22, 2025

Get ready for a sweet summer adventure right here in Washington County, Maryland! The Ice Cream Trail is back, inviting you to explore the best local ice cream spots across our beautiful county.

From June 3 to September 22, 2025, this self-guided trail gives you the chance to savor unique flavors, support our local ice cream shops, and enjoy the warm weather. Whether you're a lifelong local or visiting for the summer, there's no better way to celebrate the season than with a scoop (or two!) from Washington County's finest creameries.

Complete the trail by September 22 and earn a FREE commemorative t-shirt!

How to join the fun:

1. Download the Ice Cream Trail map (or obtain a map at any location on the trail).
2. Visit each of the listed ice cream shops and enjoy a sweet treat.
3. Get your Ice Cream Trail passport stamped at each location.
4. Submit your completed map via online form or mail.

Participating 2025 Ice Cream Trail Shops	Hours of Operation	Phone	Payment Type
Buddy Lou's – 11 East Main Street, Hancock, MD 21750	11AM-8PM Daily	301-678-6460	Card or Cash
Cow's Cones – 21614B National Pike, Boonsboro, MD 21713	11AM-8PM Daily	240-285-2846	Card or Cash
Deliteful Dairy – 16230 Long Delite Lane, Williamsport, MD 21795	Mon-Sat 10AM-8PM Sun 1PM-8PM	301-223-0032	Card or Cash
Maugansville Creamery – 13803 Maugansville Rd, Maugansville, MD 21767	12PM-9PM Daily	301-393-5324	Card or Cash
Misty Meadow Farm Creamery - 14325 Misty Meadow Road, Smithsburg, MD 21783	Please call for hours	301-824-2112	Card or Cash
Mountain Top Ice Cream Shop – 24949 Lake Wastler Dr, Highfield-Cascade, MD 21719	Fri 4PM-8PM Sat & Sun 2PM-8PM	301-241-2231	Card or Cash
Nutter's Ice Cream – 100 East Main St, Sharpsburg, MD 21782	2PM-8PM Daily	301-432-5809	CASH ONLY
Potomac Street Creamery - 9 Potomac St, Boonsboro, MD 21713	12PM-9PM Daily	301-432-5242	Card or Cash
Scoop-A-Licious & More - 16904 Virigina Ave, Williamsport, MD 21795	Mon-Fri 3PM-9PM Sat & Sun 1PM-9PM	301-223-8800	Card or Cash
Sweetsies' Eats & Treats – 14911 National Pike, Clear Spring, MD 21722	11AM-10PM Daily	301-582-1166	Card or Cash
The Big Dipper – 1033 Virginia Ave, Hagerstown, MD 21740	Sun-Thurs 12PM-10:30PM Fri-Sat 12PM-11PM	301-797-5422	Card or Cash
Ruth's Market – 28 N. Conococheague St., Williamsport, MD 21795	Sun 12-5PM Mon Closed Tues-Thurs 10AM-6PM Fri-Sat 10AM-7PM	240-985-8960	Card or Cash
Debbie's Soft Serve – 22309 Old Georgetown Rd, Smithsburg, MD 21783	Mon-Fri 3PM-10PM Sat & Sun 12PM-10PM	301-824-4051	Card or Cash

MAIL IN ONLY: Please print neatly. Mail to Public Relations - 100 W. Washington Street, Suite 2600, Hagerstown, MD 21740

Name: _____ Phone Number: _____

Address: _____ Email: _____

T-shirt Size: _____ Favorite Ice Cream Trail Shop: _____

To fill out the online form, visit
www.washco-md.net/icecreamtrail or
 scan the QR Code





Agenda Report Form

Open Session Item

SUBJECT: Approval of Zoning Map Amendment RZ-25-001

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Aaron Weiss, Assistant County Attorney, County Attorney's Office

RECOMMENDED MOTION: The purpose of this agenda item is to seek approval of the request to rezone the Applicants' property.

REPORT-IN-BRIEF: The Applicants have requested to amend the current zoning of the property located at 6821 Sharpsburg Pike, Sharpsburg, Maryland 21781 to apply the Rural Business ("RB") floating zone over a 1.68-acre portion of the property, which is currently zoned for Preservation ("P") within the Antietam Overlay 2 (AO-2) District. The Applicants wish to open a tire repair shop on their property.

DISCUSSION: The Planning Commission recommended in favor of the proposed map amendment on April 7, 2025. The public hearing for the proposed rezoning request was held on May 20, 2025. A consensus approval was reached by the Board of County Commissioners on May 20, 2025. This matter is on the agenda for decision by the Board of County Commissioners in the form of proposed Findings of Fact and Conclusions of Law as prepared by the County Attorney's Office for review, approval, and adoption by the Commissioners.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ATTACHMENTS: Ordinance with attached Decision and Findings of Fact

BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION
Rezoning Case RZ-25-001

Property Owner:	Myron and Hazel Horst
Applicants:	Myron and Hazel Horst
Requested Zoning Change:	Preservation (P) with Antietam Overlay 2 (AO-2) District and Rural Business (RB) overlay
Property:	6821 Sharpsburg Pike, Sharpsburg, Maryland 21782 (the "Property")

Pursuant to Md. Code Ann., Land Use § 4-204 and Washington County Zoning Ordinance (the "Zoning Ordinance") § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicants' Request, makes findings of fact with respect to the matters set forth in the Zoning Ordinance. We also consider the recommendation of the Planning Commission which was made in this case, the present and future transportation patterns, the relationship of the proposed reclassification to the Comprehensive Plan, and whether there has been convincing demonstration that the proposed rezoning would be appropriate and logical for the subject property. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on April 7, 2025, the Board will grant the requested zoning map amendment and makes the following Decision, which largely adopts the findings of the Staff Report and Planning Commission with additional conditions.

Location:

The subject parcel is located on the east side of Sharpsburg Pike (MD-65) at its intersection with Taylors Landing Road. The property subject to this rezoning encompasses 10.7 acres of agricultural land, 1.68 acres of which would be encumbered with the Rural Business (RB) floating zone.

The property contains a single-family dwelling, barn, and a recently constructed garage/office building. The garage/office building was originally

permitted as an agricultural support building for various farm related purposes in 2020.

In addition to the Preservation (P) base zoning which is applied to the property, the parcel also falls within the Antietam Overlay-2 Zoning District (AO-2). The AO-2 District extends 1,000 feet east/west from the road centerline along this stretch of MD-65, encumbering multiple properties south of Bakersville Road and Keedysville Road for approximately 1 mile south of this intersection. It defines an approach buffer to Antietam National Battlefield which is designated to regulate the exterior appearance of all commercial and non-residential uses, excluding farm structures, to preserve the historic character of the road corridor on the approach to the Battlefield. The AO-2 is also applied to many other properties along three other road segments on MD-65 and MD-34 (Shepherdstown Pike), in or immediately around the Towns of Sharpsburg and Keedysville.

There are no known sensitive environmental areas on the property.

CRITERIA ANALYSIS

Availability of Public Facilities

Water and Sewer

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

A. Water

¹ Washington County, Maryland Water and Sewerage Plan 2009 Update, Page I-2

The proposed rezoning site is designated as W-7 in the 2009 Water and Sewer Plan with no planned connection to public water. An existing well on the property is depicted on Washington County Plat 4918, which subdivided the subject lot in 1996. The preliminary site plan in this application also locates the well. Well locations are approved by the Washington County Health Department. The Health Department is also responsible for monitoring wells for water quality issues.

B. Sewer

The proposed rezoning site is designated as S-7 in the 2009 Water and Sewer Plan with no planned connection to public sewer. An approximate location of the existing septic system is depicted on the recorded plat noted above and on the Preliminary Site Plan (PSP). The Applicant's justification statement asserts that, "The intended use will not create any sewage disposal, water supply, stormwater or other issues that are not above and beyond impacts already accounted for by the current residential use onsite."

The Washington County Health Department is responsible for approving the location and method of sewage disposal on individual properties in the County. A copy of this rezoning application was routed for the Health Department for their review. They offered no substantive comment.

Stormwater Management

The applicant's Justification Statement comment regarding development related effects on stormwater was noted above. SWM facilities are not shown on the preliminary site plan included with the application.

The Washington County Department of Engineering had no comment when routed the application for review.

Floodplain

The proposed rezoning site does not contain floodplain area.

Bulk Regulations

Zoning setbacks are shown on the applicant's PSP and on the recorded plat for this lot previously discussed.

Fire and Emergency Services

The Fairplay Community Volunteer Fire Company of District 12 is the nearest emergency services provider to this site, located approximately 2 miles northwest. The Division of Emergency Services had no comment when routed a copy of the application.

Relationship of the Proposed Change to the Adopted Plan for the County:

The 2002 Comprehensive Plan designated this site as falling within the Preservation Policy Area in its Land Use Plan. This Policy Area is the focus of rural land preservation area efforts. It includes the County's designated Rural Legacy Area, federal lands, state parks, state wildlife management areas, county parks, Edgemont Watershed, and most of the mountaintops as well as the Potomac River. Purchase of development easements to support preservation efforts in this area is encouraged. Limited development to support the goals and objectives of preserving the resources of this area is a priority.

The Rural Business Zoning District (RB) is established to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County. It is established as a "floating zone" which may be located on any parcel in an Agricultural, Environmental Conservation Preservation, or Rural Village Zoning District. A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved for an existing piece of land.

Section 5E.4 of the Rural Business Zoning District describes the criteria that must be met for the establishment of a new Rural Business Zoning District. These criteria include:

1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;
2. The proposed RB District has safe and usable road access on a road that meets the standards under the "Policy of Determining Adequacy of Existing Roads". In addition, a traffic study may be required where the proposed business, activity, or facility generates twenty-five or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic;
3. Onsite issues relating to sewage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and
4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.

Section 5E.6c further expands upon the above noted criteria in describing the basis for which the Planning Commission should base its recommendation to the Board of County Commissioners after the Public Information Meeting including:

1. The proposed district will accomplish the purpose of the RB District;
2. The proposed site development meets criteria identified in Section 5E.4 of this Article;
3. The roads providing access to the site are appropriate for serving the business-related traffic generated by the proposed RB land use;
4. Adequate sight distance along roads can be provided at proposed points of access;
5. The proposed landscaped areas can provide adequate buffering of the proposed RB land use from existing land uses in the vicinity;
6. The proposed land use is not of a scale, intensity, or character that would be incompatible with adjacent uses or structures.

To be established, RB districts must also meet bulk requirements outlined in Article 5E.5. A preliminary site plan which addresses the elements noted above and other criteria in 5E.6.a(3) in greater detail is also a required part of the application process. Finally, approval of the application to create an RB District shall only be for the use identified on the application and PSP. An approved RB District covers only the portion of the parcel or lot identified in the application. Changes to the use, intensity, or area covered by an approved RB District shall be

reviewed by the Planning Commission. A new public hearing may be required to approve the changed use.

Compatibility with Existing and Proposed Development in the Area

A. Zoning

As defined above, one purpose of the floating zone is to *“establish locations for businesses and facilities not otherwise permitted in the rural areas of the County.”* “Auto Sales and Services” are listed together as a single principal permitted use within an RB Zoning District in the Table of Land Use Regulations for Rural Areas in Article 3 of the Zoning Ordinance. Under the current P zoning, the proposed use would not be permitted.

The applicant’s Justification Statement also contends that the proposed tire repair shop would *“support the agricultural industry and farming community,”* fulfilling one of the other stated purposes of the RB Zoning District.

The proposed site of this rezoning is located outside of the County’s current Urban Growth Area boundary. This status is not proposed to change in the forthcoming Comprehensive Plan update.

B. Land Use in the Vicinity

The surrounding lands contain a mixture of rural zoning classifications and accompanying land uses as seen in the image at left. As noted previously, most properties in the immediate area are zoning Preservation (P). These properties include a mix of minor residential subdivisions along major roads, and larger agricultural parcels further away from MD-65.

The Antietam Overlay-2 zone (Battlefield Approach) encompasses the area previously described in the report introduction from Bakersville Road and Keedysville Road south along MD-65.

The Antietam Overlay-1 zone (Battlefield Buffer) follows to the south of the AO-2 corridor and encompasses the lands of Antietam National Battlefield.

The Historic Rural Village of Bakersville is found in the Rural Village Zoning District to the northwest of the subject property.

Larger agricultural parcels are then found in the Agricultural Rural (AR) lands to the north.

There are also two other existing RB Zoning Districts in the immediate vicinity providing prior precedent for commercial uses along this stretch of MD-65. These adjacent rural businesses include:

- Stoney Hollow Gifts at adjacent parcel to south – originally permitted as an antique shop, noted in Applicant's Justification Statement as being an auction house.
- 6508 Sharpsburg Pike – former Clara Bee Gift Shop with Antietam Battlefield diorama, currently used as an apartment building.

C. Historic Resources.

As the property is in close proximity to Antietam National Battlefield, there are numerous existing historic sites within ½ mile or less of this proposed rezoning site that should be considered in evaluating its compatibility. As previously discussed, the site lies within the AO-2 zoning overlay which encompasses the approach to Battlefield. The northern boundary of the Battlefield is roughly .25 miles south of the subject property.

Beyond the numerous historic resources pertaining to the Battlefield, there are 11 sites described in the Maryland Historic Trust Inventory of State Historic Sites as follows:

- WA-II-303: "Remsburg Farm" (400' southwest) – Early 20th century farm complex with 2-story frame house, bank barn, and several outbuildings
- WA-II-318: "Brick Church Building" (550' southwest) – Late 19th century brick building, formerly a Brethren Church that may have served as a temporary hospital after the Battle of Antietam, now converted to a dwelling.
- WA-II-1144: "Ritchie Property" (.5 miles southwest) – Mid-19th century farm complex with roughly a dozen contributing structures (2-story

stone dwelling, 2-story frame house, stone log house, stone bridge, family cemetery, variety of domestic outbuildings of frame, log and stone construction). These contributing structures encompass what were formerly multiple farmsteads including those listed under the following MHT listings:

- WA-II-1121: “Spring Wood Farm”
- WA-II-1136: “Jacob Coffman House and Cemetery”
- WA-II-359: “A. Hammond House/Sharon L. Hall Property” (.25 miles southeast) – Mid-19th century farm complex with 2-story brick farmhouse, frame barn, and outbuildings.
- WA-II-358: “Late 19th Century Farmstead” (.5 miles northeast) – Late 19th century farm complex with 2-story brick farmhouse, bank barn, and outbuildings.
- WA-II-453: “Mid-19th Century Brick Farm Complex” (.5 miles west) – Mid-19th century farm complex including 2-story brick farmhouse and frame barn.
- WA-II-325: “Eakle-Poffenberger House” (.33 miles north) – Early 20th century 2-story frame farmhouse and outbuildings.
- WA-II-329: “Mid-19th Century Brick Farmhouse” (.4 miles north) – Mid-19th century 2-story brick farmhouse with smoke house and bank barn.

D. Agricultural Land Preservation

The proposed rezoning site is located within the heart of the County’s designated Rural Legacy Area (RL). The program was created to focus on some of Maryland’s best natural, agricultural, historical, and cultural areas and Maryland’s most significant rural landscapes. The Program encourages local governments and private land trusts to identify Rural Legacy Areas and to competitively apply for funds to complement existing lands and preservation efforts or to develop new ones. Easements are sought from willing landowners in order to protect areas vulnerable to sprawl development that can weaken an area’s natural resources, thereby jeopardizing the economic value of farming, forestry, recreation, and tourism. The RL is heavily concentrated in this area of southern Washington County in the lands around Antietam Battlefield.

In service of the above objectives, the property itself is encumbered with an easement from the Maryland Environmental Trust (MET). MET works with the Maryland Department of Natural Resources to engage landowners who are willing to donate a conservation easement for tax deductions, tax credits, and land protection purposes. The purpose of the MET easement is, according to language contained in the deed of easement is for:

“...conserving the dominant scenic, cultural, rural, historical, archeological, agricultural, woodland, and wetland character of the Property...preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition and in protecting the viewshed and landscape surrounding the Antietam Battlefield.”

Present and Future Transportation Patterns

A. Traffic Generation

Traffic counts on County and State roads in the vicinity of the rezoning site provide limited insight on traffic flow or congestion that might be impacted with an expanded business at this location. Single day traffic counts were collected for one 24-hour period in 2016 at three local road intersections with Sharpsburg Pike in the immediate vicinity of the subject site. The counts for these three locations are noted below:

- Taylors Landing Road at Sharpsburg Pike (300 feet west): 388 vehicles
- Bakersville Road at Sharpsburg Pike (.50 miles northwest): 722 vehicles
- Keedysville Road at Sharpsburg Pike (.50 miles northeast): 934 vehicles

Until 2020, the Maryland State Highway Administration (SHA) maintained a traffic counter approximately 2 miles north of the site, near the intersection of MD-65 and MD-63 (Spielman Road).

These counts indicate an increase in traffic traveling north/south on MD-65 during the last twenty years. A high of 9,363 vehicles was counted in 2019 after traffic remained largely steady at around 8,500 annual average daily traffic volumes (AADT). The 2019 figure represents a 20.4% increase in the last twenty years (or 1% annually).

As noted previously, the requirements of the RB District require a traffic study when the proposed business, activity, or facility generates “25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic.” The applicant’s justification statement asserts that “*The intended use will not generate more than 15 peak hour trips.*”

B. Road and Site Circulation Improvements

The site is located directly on Sharpsburg Pike. The road is classified as an Other Principal Arterial (Non-Interstate) in the Functional Road Classification portion of the Transportation Element in the County’s 2002 Comprehensive Plan. This classification accounts for mobility and access characteristics of the roadway in its categorization. Non-Interstate Arterial roads are designed to carry greater than 5,000 Average Daily Traffic in rural areas. The County’s road classification system is based upon the Federal Highway Functional Classification System, but modified to reflect local road conditions.

A review of the County’s 10-Year CIP and the State Highway Administration’s Consolidated Transportation Plan did not note any road improvements in the vicinity of this proposed rezoning that would affect road capacity or traffic flow.

The Highways Plan in the 2002 Comprehensive Plan and in the current draft of the Comprehensive Plan update also do not propose notable road projects for this portion of MD-65. Much of the current attention for that roadway in transportation planning documents focuses on improvements to the MD-65/I-70 interchange, or widening of the state highway from that point to Lappans Rd.

The Hagerstown/Eastern Panhandle Metropolitan Planning Organization’s current Long Range Transportation Plan does call for long-term widening of MD-65 all the way to the Town of Sharpsburg. This is, however, a long-term project, not slated for implementation prior to 2036.

The Applicant’s preliminary site plan does not anticipate any access changes from the property to MD-65.

SHA and the Washington County Department of Engineering had no comment when routed the application for review.

Conclusion

Based on the information provided by the Applicants in the initial application, further analysis by Staff and the recommendation of the Planning Commission, the Board of County Commissioners believes that there is sufficient evidence submitted to meet the criteria outlined in Article 5E of the Zoning Ordinance to support the application of a Preservation (P) with Rural Business (RB) District floating zone to the subject area. Changes to the use, intensity, or area covered by an approved Rural Business District Overlay shall be reviewed by the Planning Commission and may be required a new public hearing to approve the changes.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and legal sufficiency:

Aaron Weiss
Assistant County Attorney

ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR WASHINGTON COUNTY, MARYLAND
(RZ-25-001)**

Pursuant to the provisions of Section 5E *et seq.* of the Zoning Ordinance for Washington County, Maryland (*Zoning Ordinance*), Myron and Hazel Horst, the Applicants, have petitioned the Board of County Commissioners of Washington County, Maryland (*Board*), seeking to apply the Rural Business (RB) floating zone over a 1.68-acre portion of their property located at 6821 Sharpsburg Pike, which is currently zoned Preservation (P) with Antietam Overlay 2 (AO-2) District.

The matter has been designated as Case No. RZ-25-001.

This application was reviewed by the Planning Commission, and the Planning Commission recommended that the application be approved.

The Board has considered all information presented at the public hearing conducted on May 20, 2025, and the recommendation of the Planning Commission. The Board has made factual findings and conclusions of law that are set forth in the attached Decision. The findings of fact and conclusions of law are incorporated herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of County Commissioners of Washington County, Maryland, that the property which is the subject of Case No. RZ-25-001 be, and hereby is, designated as Preservation (P) with Antietam Overlay 2 (AO-2) District and Rural Business (RB) overlay.

IT IS FURTHER ENACTED AND ORDAINED that the official Zoning Map for Washington County be, and hereby is, amended accordingly. The Director of Planning and Zoning shall cause the Zoning Map to be amended pursuant to this Ordinance.

Adopted and effective this ____ day of May, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and
legal sufficiency:

Aaron Weiss
Assistant County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Approval of Tri-Party MOU for the New Downsville Elementary School Facility

PRESENTATION DATE: June 3, 2025

PRESENTATION BY: Rosalinda Pascual, Deputy County Attorney

RECOMMENDED MOTION: Move to approve entering into the Project Memorandum of Understanding with the Board of Education of Washington County (BOE) and the Maryland Stadium Authority (MSA).

REPORT-IN-BRIEF: The subject Project is the construction of the new Downsville Pike Elementary School. The MOU is the agreement between the BOE, the Board of County Commissioners, and MSA, on behalf of the state, that ensures state funding for this school construction project.

DISCUSSION: The MOU outlines the responsibilities of the three parties and the cost sharing obligations. The County's main obligation is the provision of the local share of construction costs, which the Commissioners have previously approved and allocated through the CIP. The Interagency Commission on School Construction (IAC) approved Built to Learn (BTL) funds for the construction of this new school, which is allocated by the State through the Maryland Stadium Authority. This MOU is required to be entered into by the three parties for Washington County to receive these BTL Funds. The BOE has approved the MOU.

FISCAL IMPACT: N/A

CONCURRENCES:

ATTACHMENTS: Project Memorandum of Understanding for the New Downsville Pike Elementary School Facility

PROJECT MEMORANDUM OF UNDERSTANDING

for the

**NEW DOWNSVILLE PIKE ELEMENTARY SCHOOL
FACILITY**

by and among

the

BOARD OF EDUCATION OF WASHINGTON COUNTY,

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

and

the

MARYLAND STADIUM AUTHORITY

Dated as of May 20, 2025

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APPENDIX 1 – BTL Program MOU

**PROJECT MEMORANDUM OF UNDERSTANDING
FOR THE NEW DOWNSVILLE PIKE ELEMENTARY SCHOOL FACILITY**

THIS PROJECT MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is entered into as of May 20, 2025 by and among the **BOARD OF EDUCATION OF WASHINGTON COUNTY**, a body politic and corporate of the State of Maryland (the “**School Board**”), **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body politic and corporate of the State of Maryland (the “**County**”), and the **MARYLAND STADIUM AUTHORITY**, a body politic and corporate, an instrumentality of the State of Maryland, and a public corporation (“**MSA**”).

WHEREAS, Chapter 20 of the 2020 Laws of Maryland (House Bill 1) entitled the Built to Learn Act of 2020 (as the same has been and may be amended from time to time, the “**Act**”) became law on May 8, 2020;

WHEREAS, notwithstanding any other effective date contained in the Act, Section 13 of the Act provided that the effectiveness of the Act was contingent on the taking effect of House Bill 1300 (2020) entitled the Blueprint for Maryland’s Future – Implementation; and

WHEREAS, House Bill 1300 (2020) became law as Chapter 36 of the 2021 Laws of Maryland with a general effective date of March 14, 2021;

WHEREAS, in accordance with terms of the Act, the Interagency Commission on School Construction, (the “**IAC**”), and MSA entered into a Program Memorandum of Understanding effective as of July 23, 2021, a copy of which is attached hereto as Appendix 1 (as the same may be amended from time to time, the “**BTL Program MOU**”) providing for their respective roles and responsibilities in implementing the supplemental school construction program established by the Act (the “**BTL Program**”);

WHEREAS, the School Board controls, maintains, and administers the Washington County Public School System (the “**School System**,” “**Local Educational Agency**,” or “**LEA**”), including the school buildings and other improvements identified on Schedule A (the “**School Facility**”) located as identified on Schedule A (the “**School Facility Site**”);

WHEREAS, on the date(s) set forth on Schedule A, the IAC approved the inclusion of the construction and/or renovation of the School Facility (the “**Project**”) in the BTL Program and the LEA has already expended funds that shall be reimbursed in accordance with this MOU; and

WHEREAS, the County has committed to fund the Local Share for the Project up to the amount set forth on Schedule A attached hereto;

NOW, THEREFORE, for and in consideration of the Recitals, which shall be deemed a substantive part hereof, the promises and the mutual obligations of the School Board, the County, and MSA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board, the County, and MSA, for themselves and their respective successors and assigns, hereby covenant, agree, represent, and warrant as follows:

ARTICLE 1 INTERPRETATIVE PROVISIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference and made a part of this MOU.

1.2 **Defined Terms.** Certain terms are defined in the Act, in the heading and the Explanatory Statement to this MOU, and elsewhere in this MOU. In addition, unless the context or use clearly indicates another or different meaning or intent, the following terms shall have the meanings shown:

“Act” has the meaning set forth in the Recitals.

“Applicable Law” means any law, regulation, requirement, or order of any federal, state, or local agency, court, or other governmental body, applicable from time to time to the School Facility, School Facility Site, the Project, or the performance of any obligations under this MOU (or any agreement entered into in connection with this MOU).

“BTL Program” has the meaning set forth in the Recitals.

“BTL Program Funds” means MSA Bond Proceeds and, in the sole discretion of MSA, unallocated funds in the Facilities Fund (excluding any deposits in the Facilities Fund by or on behalf of the LEA and any deposits with respect to other projects within the BTL Program).

“BTL Program MOU” has the meaning set forth in the Recitals.

“Business Day” means a day other than a Saturday, Sunday, or legal holiday in the State of Maryland.

“CIP” means the Maryland Public School Construction Capital Improvement Program implemented and administered by the IAC pursuant to Title 5, Subtitle 3 of the Education Article and the regulations of the IAC found in COMAR Title 14, Subtitle 39.

“CIP Funds” means funds, if any, provided or to be provided for the Project from the CIP by the IAC, not to exceed the applicable Maximum CIP Allocation.

“County” has the meaning set forth in the Recitals.

“Eligible Project Costs” shall mean costs for the Project that are eligible for funding under the BTL Program and/or the CIP in accordance with the terms of the Act, including the IAC’s determination of eligible costs in accordance with § 10-650(c)(1) of the Economic Development Article, § 5-303 of the Education Article, and the regulations of the IAC found in COMAR Title 14, Subtitle 39.

“Facilities Fund” means the Supplemental Public School Construction Facilities Fund established under the Act.

“Financing Fund” means the Supplemental Public School Construction Financing Fund established under the Act.

“IAC” has the meaning set forth in the Recitals.

“Local Educational Agency” or **“LEA”** has the meaning set forth in the Recitals.

“Local Share” means the share of the Total Project Cost to be funded on behalf of the LEA by the County.

“Maximum BTL Program Funding Allocation” means the maximum amount of BTL Program Funds approved by the IAC to be spent on the Project, which amount is set forth on Schedule A.

“Maximum CIP Funding Allocation” means the maximum amount of CIP Funds allocated and approved by the IAC to be spend on the Project, which amount is set forth on Schedule A.

“Maximum State Funding Allocation” means, for purposes of this MOU, the combined total of the Maximum CIP Funding Allocation and Maximum BTL Program Funding Allocation for the Project.

“MSA” has the meaning set forth in the Recitals.

“MSA Bond Proceeds” means the proceeds of MSA Bonds.

“MSA Bond Responsibilities” means MSA’s responsibilities to ensure the best and most efficient use of state funding for BTL Program school facilities with respect to, in connection with, or arising from the issuance, repayment, and/or refunding of MSA Bonds and the use of MSA Bond Proceeds; compliance with the terms and conditions of MSA Bonds, including all obligations owed by MSA to the trustee and/or bondholders of such MSA Bonds; and compliance with all conditions required to maintain the tax-exempt status of the MSA Bonds;

“MSA Bond Trustee” means the “Trustee” under and as defined in the MSA Trust Indenture.

“MSA Bonds” means those revenue bonds issued by MSA as authorized under the Act including any bonds issued by MSA to refund such bonds.

“MSA Oversight Responsibilities” means MSA’s oversight of the applicable LEA’s use of MSA Bond Proceeds and compliance with the terms of the applicable Project MOU, as well as the authority to assume the contracts for and then manage and oversee the completion of such Project; and any other obligation now or hereafter expressly imposed on MSA by the Act, any amendment to the Act, or any other statute enacted that is applicable to the BTL Program.

“MSA Trust Indenture” means the trust indenture under which MSA Bonds shall be or have been issued.

“Prevailing Wage Rate” means the hourly rate of wages paid in the locality as determined by the State Commissioner of Labor and Industry under § 17-208 of the State Finance and Procurement Article, Annotated Code of Maryland.

“Project” has the meaning set forth in the Recitals.

“School Board” has the meaning set forth in the Recitals.

“School Facility” has the meaning set forth in the Recitals.

“School Facility Site” has the meaning set forth in the Recitals.

“School System” has the meaning set forth in the Recitals.

“Total Project Cost” means the total of the Eligible Costs of the Project that are to be funded with the Local Share and Maximum State Funding Allocation.

1.3 Rules of Construction.

1.3.1 Unless otherwise defined herein or the context or use clearly indicates another or different meaning or intent, terms defined by the Act shall have the meanings given by the Act.

1.3.2 Unless the context shall otherwise indicate (a) words importing the singular number include the plural number and vice versa; (b) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof; (c) the titles of parts, Articles, and Sections of this MOU are inserted for convenience of reference only and shall not affect the meaning, construction or effect of any provision of this MOU; and (d) any reference to a particular Article, Section, Exhibit, or Schedule shall be to such Article, Section, Exhibit, or Schedule of or to this MOU.

1.3.3 Whenever the provisions of this MOU call for the performance of any act on or by a date that is not a Business Day, then such performance shall be required on or by the immediately succeeding Business Day.

ARTICLE 2 SCHOOL FACILITY AND SCHOOL FACILITY SITE

The School Board represents and warrants to and for the benefit of MSA that:

(a) The School Facility Site is a buildable site, ready for improvement and free from any encumbrances, restrictions, easements, impediments, hazards, or conditions that would affect the School Board’s schedule or budget for the Project; and

(b) Title for the School Facility and School Facility Site has vested in the School Board for the benefit of the School System in accordance with § 4-114 of the Education Article, Annotated Code of Maryland.

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

3.1 County and School Board’s Responsibilities in connection with MSA Bonds

(a) The County and the School Board understand and acknowledge that MSA intends for the MSA Bonds to be exempt from federal income taxation under Section 103 of the Internal Revenue Code.

(b) The County and the School Board reasonably expect:

(i) That within six (6) months after the date on which the MSA Bonds are issued, the School Board (or the County on behalf of the School Board) will have paid or incurred, pursuant to contracts binding on the School Board, Eligible Costs of the Project to be paid or reimbursed from BTL Program Funds that in the aggregate are not less than five percent (5%) of the amount of the Maximum BTL Program Funding Allocation;

(ii) To proceed with due diligence to completion of the Project; and

(iii) That eighty-five percent (85%) of the amount of the Maximum BTL Program Funding Allocation will be paid or reimbursed from BTL Program Funds by the date that is three (3) years after the date on which the MSA Bonds are issued.

(c) The County and the School Board shall:

(i) Cooperate with MSA with respect to MSA's financing efforts;

(ii) Consider reasonable changes to this MOU to accommodate the requirements of the statistical rating organizations rating the MSA Bonds and any municipal bond insurers in an effort to facilitate the sale of the MSA Bonds and, if required, the credit enhancement on the bonds;

(iii) Neither perform nor permit to be performed any act that would adversely affect the tax-exempt status of the MSA Bonds;

(iv) Neither fail nor refuse to perform any act, the result of which failure or refusal would adversely affect the tax-exempt status of the MSA Bonds;

(v) Cooperate fully with MSA in obtaining and maintaining the tax-exempt status of the MSA Bonds, including, without limitation, (i) executing and delivering tax certificates and compliance agreements requested by MSA in connection with the issuance of any MSA Bonds that will, in whole or in part, provide BTL Program Funds for the Project, and (ii) performing post-issuance compliance monitoring and submitting compliance reports to MSA in accordance with the requirements of such compliance agreements;

(vi) Not apply any portion of the MSA Bond Proceeds paid to the School Board or the County under this Project MOU to the payment of any federally tax-advantaged debt, such as tax-exempt bonds of the School Board or the County; and

(vii) Prior to the date that all MSA Bonds have been redeemed or paid, not permit any of portion of the School Facility or School Facility Site to be sold, assigned, mortgaged, pledged, or encumbered unless MSA's written consent shall have been obtained and there is paid to MSA an amount equal to the remaining unpaid portion of the MSA Bond Proceeds evidenced by the Maximum BTL Program Funding Allocation.

3.2 School Board's Responsibilities with respect to the Project. Subject to the other terms of this Article 3, the School Board shall:

(a) Perform, or cause to be performed, the responsibilities of the LEA set forth in Schedule B;

(b) If any of the Total Project Cost is to be funded or reimbursed with CIP Funds, comply with the requirements of the CIP and obtain CIP Funds from the IAC (not to exceed the Maximum CIP Funding Allocation) in accordance with the budget for the Project;

(c) Manage the procurement process for the Project in accordance with the School Board's procurement rules;

(d) Contract for and manage the Project;

(e) At least thirty (30) days prior to making any revisions to the budget for the Project, provide the proposed revisions to MSA for review and comment;

(f) Hold the design and other contracts for the Project;

(g) Act and make decisions under the contracts for the Project;

(h) Cause all contractors and each of their subcontractors retained in connection with the Project to pay the applicable Prevailing Wage Rate to each of their employees and trade laborers to which it applies;

(i) Verify the compliance of all contractors retained in connection with the Project with their obligation to pay the applicable Prevailing Wage Rate to the employees and trade laborers to which it applies.

(j) Cause all contractors and consultants retained in connection with the Project (and to the extent applicable, each of their subcontractors) to procure and maintain all insurance policies required by Applicable Law or to otherwise provide adequate risk coverage for the Project, the School Board, the County, and MSA;

(k) Cause all contractors and consultants retained in connection with the Project (and to the extent applicable, each of their subcontractors) to indemnify and save the School Board, the County, and MSA harmless from any liability or responsibility of any nature arising directly or indirectly from activities of such contractors and consultants, or their respective employees and subcontractors, in connection with the Project, except for any liability or responsibility arising from the intentional misconduct or gross negligence of the School Board, the County, or MSA, or their respective agents or employees;

(l) Cause all contractors and consultants retained in connection with the Project (and to the extent applicable, each of their subcontractors) to comply with federal, state, and local laws prohibiting discrimination upon the basis of race, sex, sexual orientation, creed, color, national origin, or disability in the Project;

(m) To the extent applicable, cause all contractors and any consultants retained in connection with the Project (and to the extent applicable, each of their subcontractors) to comply with the requirements of all other Applicable Laws and governmental authorities having jurisdiction over the Project; and

(n) (i) Maintain books and records in proper form so as to enable independent certified public accountants to certify the total costs of the Project and that the School Board has been reimbursed only for Eligible Project Costs; (ii) retain such books and records, and all invoices for the Project for a period of at least three (3) years from the final disbursement by MSA for the Project; and (iii) make such books and records available for inspection, copying, review, and auditing by MSA, the IAC, and their respective auditors, agents, and representatives at all reasonable times.

3.3 County's Responsibilities with respect to the Project. Subject to the other terms of this Article 3, the County shall:

(a) Perform, or cause to be performed, the responsibilities of the County, if any, set forth in Schedule B; and

(b) Fund the Local Share.

3.4 MSA Responsibilities. Subject to the other terms of this Article 3, MSA shall:

(a) Perform, or cause to be performed, the responsibilities of MSA set forth in Schedule B;

(b) Subject to Section 3.5 of this MOU, reimburse the School Board for Eligible Project Costs actually paid by the LEA in accordance with the requirements and processes for reimbursements applicable to projects within the IAC's Public School Construction Program.

3.5 Limitations on MSA's Funding Responsibilities. The obligation of MSA to reimburse the School Board for any Eligible Project Costs shall be subject to:

(a) All applicable federal requirements for qualified use of MSA Bond Proceeds; and

(b) For amounts to be funded from BTL Program Funds, (i) the availability of MSA Bond Proceeds or, in the discretion of MSA, other BTL Program Funds and (ii) the requirement that such amount not exceed the Maximum BTL Program Funding Allocation.

3.6 Additional Costs. If the School Board increases the total costs of the Project (whether through a budgetary revision or cost overrun), the School Board shall notify MSA and the County within seven (7) days of determining that such increase is necessary. If such increased costs are Eligible Costs and approved by the County to be funded from an increase in the Local Share, the Total Project Cost shall be increased by such amount. The School Board shall be solely responsible for obtaining funding for any additional costs. Any increase allowed hereunder shall neither increase the Maximum State Funding Allocation, nor increase the Maximum BTL Program Funding Allocation or otherwise encumber BTL Program Funds in excess of the Maximum BTL Program Funding Allocation.

3.7 Publicity. All construction-site signage relating to such matters shall be in accordance with law and/or any regulation or policy of the IAC and reflect the joint effort of the School Board and MSA.

3.8 Assumption of the Project by MSA

3.8.1 Events of Default. Each of the following shall constitute an Event of Default under this MOU:

(a) Any warranty or representation made to MSA by or on behalf of the School Board or the County is false or misleading in any material respect, either at the time made or as of the effective date of this MOU; or

(b) The School Board or the County fails to keep, perform, observe, or comply with any other covenant, agreement, term, or condition that the School Board or the County is required to keep, perform, observe, or comply with under provisions of this MOU and such failure continues for forty (40) Business Days after notice by MSA to the School Board or the County, as applicable;

3.8.2 Upon an Event of Default. Upon the occurrence of an Event of Default, MSA may, but shall not be required to:

(a) Immediately suspend all reimbursements to the School Board under this MOU and thereafter only make such reimbursements to the School Board to the extent the remaining Total Project Cost is less than the remaining total of the Maximum State Funding Allocation and the Local Share, as determined by MSA in its sole discretion; and/or

(b) Assume responsibility for the coordination and management of the Project. The School Board shall cooperate fully in connection with such assumption, including by executing and delivering, and causing all contractors and consultants to execute and deliver, all assignments and other documents reasonably required by MSA in connection with such assumption. The School Board shall make, or cause to be made by the County on its behalf, deposits into the Facilities Fund sufficient to pay the remaining Local Share of Eligible Project Costs in accordance with a schedule determined by MSA in its reasonable discretion. The assumption of responsibility for the coordination and management of the Project by MSA shall neither increase the Maximum State Funding Allocation nor increase the Maximum BTL Program Allocation or otherwise encumber BTL Program Funds in excess of the Maximum BTL Program Funding Allocation. If MSA determines that the Maximum State Funding Allocation and the portions of the Local Share deposited by or on behalf of the School Board will not be sufficient to pay for all remaining Eligible Project Costs, MSA shall notify the School Board, the School Board shall be solely responsible for obtaining funding of all additional costs as an increase in the Local Share, and the schedule for deposit of the Local Share shall be revised accordingly.

ARTICLE 4 DISPUTES

4.1 Procurement Disputes. All bid protests and other third-party procurement claims related to the Project shall be resolved in accordance with the School Board's procurement policies and procedures.

4.2 Disputes Between the Parties.

(a) The School Board, the County, and MSA shall seek mutually acceptable solutions to any problems arising from or under this MOU (each a “**Dispute**”) and, except for those instances in which a party is expressly granted the right to grant or withhold approvals that may be exercised in the discretion of that party, each party shall use its commercially reasonable efforts to resolve such problems as expeditiously as possible. Disputes shall not include monetary defaults by either party.

(b) Disputes related to MSA’s Bond Responsibilities, including whether a Dispute is one that relates to MSA’s Bond Responsibilities, shall be decided in the sole discretion of MSA with advice of its bond counsel, the Attorney General’s Office, and/or MSA’s financial advisor, as the circumstances may require and such decision by MSA shall be a final and unappealable decision under this MOU.

(c) Disputes related to MSA’s Oversight Responsibilities, including whether a Dispute is one that relates to MSA’s Oversight Responsibilities, may be referred by either party to a dispute committee comprised of members of MSA’s board and such committee’s decision shall be a final administrative decision under this MOU.

(d) All other Disputes may be referred by either party to a dispute committee comprised of members of MSA’s board and such committee’s decision shall be a final administrative decision under this MOU.

ARTICLE 5 REPRESENTATIONS REGARDING THIS MOU

5.1 Representations by the School Board. The School Board makes the following affirmative representations:

(a) The School Board is a body politic and corporate duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power, and authority to enter into and perform its obligations under this MOU;

(b) The School Board has duly authorized the execution and delivery of this MOU and this MOU has been duly executed and delivered by the School Board and constitutes the legal, valid, and binding obligation of the School Board, enforceable in accordance with its terms, but subject to applicable bankruptcy laws, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights and, to the extent that certain remedies require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply; and

(c) None of the execution and delivery of this MOU, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this MOU conflicts with or results in a breach of any of the terms, conditions, or provisions of any Applicable Law or any agreement or instrument to which the School Board is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing.

5.2 Representations by the County. The County makes the following affirmative representations:

(a) The County is a body politic and corporate duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power, and authority to enter into and perform its obligations under this MOU;

(b) The County has duly authorized the execution and delivery of this MOU and this MOU has been duly executed and delivered by the County and constitutes the legal, valid, and binding obligation of the County, enforceable in accordance with its terms, but subject to applicable bankruptcy laws, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and, to the extent that certain remedies require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply; and

(c) None of the execution and delivery of this MOU, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this MOU conflicts with or results in a breach of any of the terms, conditions, or provisions of any Applicable Law or any agreement or instrument to which the County is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing.

5.3 Representations by MSA. MSA makes the following affirmative representations:

(a) MSA is a body corporate and politic, an instrumentality of the State of Maryland, and a public corporation, duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power, and authority to enter into and perform its obligations under this MOU;

(b) MSA has duly authorized the execution and delivery of this MOU and this MOU has been duly executed and delivered by MSA and constitutes the legal, valid and binding obligations of MSA, enforceable in accordance with its terms, but subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and, to the extent that certain remedies require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply; and

(c) None of the execution and delivery of this MOU, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this MOU conflicts with or results in a breach of any of the terms, conditions, or provisions of any Applicable Law or any agreement or instrument to which MSA is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing.

ARTICLE 6 NOTICES

6.1 Email Addresses. A notice or other communication under this MOU shall be sufficiently given or delivered if sent via email from one of the following email addresses of the sending party to all of the email addresses of the receiving party:

- (a) With respect to MSA:

Michael Frenz Executive Director mfrenz@mdstad.com
Gary McGuigan Executive Vice President gmcguigan@mdstad.com
Eric Johnson Senior Vice President ejohnson@mdstad.com
Dawn Abshire Chief Financial Officer dabshire@mdstad.com

- (b) With respect to the School Board:

David T. Sovine, Superintendent – sovindav@wcps.k12.md.us
Jeffrey Proulx, Chief Operating Officer – prouljef@wcps.k12.md.us
Robert Rollins, Director of Facilities Planning & Development
rollirob@wcps.k12.md.us
Matthew Burton, Supervisor of Construction – burtomat@wcps.k12.md.us

- (c) With respect to the County:

Michelle Gordon, County Administrator – mgordon@washco-md.net
Zachary Kieffer, County Attorney – zkieffer@washco-md.net
Andrew Eshleman, Director of Public Works – aeshleman@washco-md.net
Kelcee Mace, Chief Financial Officer – kmace@washco-md.net
Scott Hobbs, Chief of Engineering – shobbs@washco-md.net

By notice to the other parties in accordance herewith, MSA, the School Board, or the County may designate alternative email addresses for sending and receiving email (but no party may designate more than five (5) recipients at any one time).

6.2 Delivery Rules.

(a) A notice sent by email shall not be valid unless sent from one of the email addresses for the sending party and to all the email addresses for the receiving party.

(b) Any notice sent prior to 4:30 p.m. Maryland time on a Business Day shall be deemed delivered on the day sent, but any notice sent after 4:30 p.m. Maryland time on a Business Day or sent on any Saturday, Sunday, or legal holiday in the State of Maryland shall not be deemed delivered until the next Business Day.

(c) If a party disputes receipt of any notice, the sending party may prove delivery (i) by producing an electronic or printed copy of the email which evidences that the email was sent to the receiving party's correct email addresses or (ii) by any other means allowed by applicable law or rules.

ARTICLE 7 MISCELLANEOUS

7.1 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

7.2 Obligations Subject to Non-Appropriation. The obligations of MSA under this MOU (other than its obligation to pay money out of legally available MSA Bond Proceeds or other appropriated funds) are subject to appropriation by the State.

7.3 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this MOU is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture among the School Board, the County, and MSA or as constituting MSA as the agent or representative of the School Board or the County for any purpose or in any manner under this MOU, it being understood that MSA is a separate entity.

7.4 Conflicts of Interest; Representatives Not Individually Liable. No member, official, representative, or employee of the School Board, the County, or MSA shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official, representative, or employee participate in any decision relating to this MOU which decision affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, representative, or employee of the School Board, the County, or MSA shall have any personal liability under this MOU.

7.5 Invalidity of Particular Provisions. If any term, covenant, condition, or provision of this MOU, or the application to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those determined to be invalid or unenforceable, shall not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this MOU shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

7.6 Remedies Cumulative. No remedy conferred upon MSA, the School Board, or the County (as the case may be) is intended to be exclusive and all such remedies are cumulative and are in addition to, and not in lieu of, all other remedies to MSA, the School Board, or the County, respectively, may be lawfully entitled at law or in equity in case of any Event of Default by the County, the School Board, or MSA, respectively. The initiation of any remedy by any party to this MOU shall not constitute or be deemed an election of remedies by it and such party may invoke two or more remedies hereunder concurrently or consecutively.

7.7 No Waiver. Failure of a party to exercise any right or remedy hereunder shall not impair any of its rights or be deemed a waiver thereof. No waiver of any of a party's rights shall be deemed to apply to any other such rights or be effective unless in writing and signed by the waiving party.

7.8 Prohibition Against Assignments. Except as expressly provided in this MOU, no party may assign its interest in this MOU.

7.9 Entire Understanding. This MOU expresses the entire understanding between the School Board, the County, and MSA with respect to the matters set forth herein and neither party shall be bound by any terms, covenants, or agreements not herein contained.

7.10 Incorporation into MOU. All exhibits, schedules, and recitals form a part of this MOU.

7.11 Amendments. This MOU may be amended only by written agreement of the parties.

7.12 Termination of MOU. This MOU shall terminate three (3) years after completion of the Project.


7.13 Counterparts and Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. To the fullest extent permitted by applicable law (including, but not limited to, the Federal Electronic Signatures in Global and National Commerce Act and the Maryland Uniform Electronic Transactions Act), MSA and the School Board agree that (i) this MOU may be electronically signed, (ii) an electronic signature to this MOU shall be as effective as a handwritten signature for purposes of validity, enforceability, authentication, and admissibility, and (iii) an electronic record of this MOU shall be as effective as a paper record for purposes of authentication and admissibility.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names, their respective seals to be affixed hereon, and the execution hereof to be duly attested.

ATTEST:

BOARD OF EDUCATION OF
WASHINGTON COUNTY

By:  (SEAL)
Name: Dr. David T. Sovine
Title: Superintendent

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY

By: _____ (SEAL)
Name:
Title: President

ATTEST

MARYLAND STADIUM AUTHORITY

By: _____ (SEAL)
Michael J. Frenz
Executive Director

Approved for form and legal sufficiency
for the Maryland Stadium Authority:

Assistant Attorney General

Schedule A

School Facility and Funding Allocations

Downsville Pike Elementary School located at 10435 Downsville Pike, Hagerstown, MD, 21740

Local Share: \$19,002,527

Maximum BTL Program Funding Allocation: \$19,036,473 (enter final amount)

Maximum CIP Program Funding Allocation: \$13,102,000

**Schedule B:
Responsibilities Matrix – Reimbursement Project**

	ITEM	MSA	LEA
A.	Develop Program		
	Program/EdSpec		Completed
	Feasibility Studies		Completed
	Community Meetings/Input		Conduct
	Prevailing Wage		Establish & Implement
	Minority Business Plan		Establish & Lead
B.	Schedule		
	Schedules for Procurements, Design, Construction		Develop, Manage, & Approve
C.	Budget		
	Design, Construction, & FFE Cost Estimates		Develop & Manage
	Funding	Approve, Execute, Fund, & Oversight	Request & Fund
D.	Procurement And Contracts		
	Architectural/Engineering (A/E)		Lead & Approve
	Construction Management (CM) or General Contractor (GC)		Lead & Approve
	Consultants (other)		Lead & Approve
E.	Design and Construction Administration		

	Design and Construction Services	Review & Comment	Manage
	Surveys (Alta, etc...)		Obtain
	Testing/Inspection		Manage
	Construction Owners Meetings	Participate	Lead
	Life Cycle Costs	Review & Comment	Provide
	Building Permits		Obtain
	Fire Marshall Design Review		Lead
	Project Status Reporting (budget, schedule, quality, etc...)	Review & Comment	Prepare & Issue
	Design submissions (e.g., SD, DD, CD)		Develop & Approve
	Design Submissions (SD/DD) to IAC for verification of Program/Ed Spec		Manage
	Approvals from MDE, FCP, ARB, MHT, and others AHJ's as required		Obtain
	Changes to the Project (schedule/cost impact as determined by MSA)	Review & Approve	Submit, Manage, & Approve
E.	Design and Construction Administration (cont'd)		
	Certify Payments	Review and Approve	Review & Approve
	Change Orders	Review & Comment	Prepare & Approve
	Contract Claims/Termination		Notify, Negotiate, & Manage
	MBE Compliance	Review	Establish, Manage, Approve, & Report

	Prevailing Wage	Review	Establish, Manage, Approve, & Report
	Punch List		Develop & Issue
	Substantial/Final Completion	Review & Verify	Develop, Approve & Issue
	Maintenance		Develop Program, Assume upon Substantial Completion and/or Occupancy
	Warranty		Manage & Report

APPENDIX 1:
BTL PROGRAM MEMORANDUM OF UNDERSTANDING

[SEE ATTACHED]

PROGRAM MEMORANDUM OF UNDERSTANDING

BUILT TO LEARN ACT OF 2020

**PROGRAM MEMORANDUM OF UNDERSTANDING
BUILT TO LEARN ACT OF 2020**

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SCHEDULES AND APPENDICES

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**PROGRAM MEMORANDUM OF UNDERSTANDING
BUILT TO LEARN ACT OF 2020**

THIS PROGRAM MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the 23 day of July, 2021 by and between the INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION, an independent unit within the Maryland Department of Education (the “IAC”), and the MARYLAND STADIUM AUTHORITY, a body politic and corporate and an instrumentality of the State of Maryland (“MSA”).

RECITALS

WHEREAS, Chapter 20 of the 2020 Laws of Maryland (House Bill 1) entitled the Built to Learn Act of 2020 (as the same has been and may be amended from time to time, the “Act”) became law on May 8, 2020;

WHEREAS, notwithstanding any other effective date contained in the Act, Section 13 of the Act provided that the effectiveness of the Act was contingent on the taking effect of House Bill 1300 (2020) entitled the Blueprint for Maryland’s Future – Implementation; and

WHEREAS, House Bill 1300 (2020) became law as Chapter 36 of the 2021 Laws of Maryland with a general effective date of March 14, 2021;

WHEREAS, the Act requires the IAC and MSA to enter into this MOU to provide for each party’s roles and responsibilities in implementing the school construction program established by the Act;

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, representations, and agreements set forth herein, the parties hereto agree as follows:

NOW, THEREFORE, for and in consideration of the Recitals, which shall be deemed a substantive part hereof, the promises and the mutual obligations of the IAC and MSA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IAC and MSA, for themselves and their respective successors and assigns, hereby covenant, agree, represent, and warrant as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by reference and made a part of this MOU

II. DEFINED TERMS

Certain terms are defined in the Act, in the heading and the Recitals to this Agreement, and elsewhere in this Agreement. In addition, unless the context or use clearly indicates another or different meaning or intent, the following terms shall have the meanings shown:

“Act” has the meaning set forth in the Recitals.

“Baltimore City Program” means the program for the revitalization and construction of Baltimore City Public Schools in accordance with the Baltimore City Program Act.

“Baltimore City Program Act” means Chapter 647 of the 2013 Laws of Maryland (House Bill 860) entitled The Baltimore City Public Schools Construction and Revitalization Act of 2013, as codified and as the same has been and may be amended from time to time.

“Baltimore City Program Facilities Fund” means the Baltimore City Public School Construction Facilities Fund established in accordance with the Baltimore City Program Act.

“Baltimore City Program MOU” means the Memorandum of Understanding, effective as of October 16, 2013, by and among the IAC (formerly known as the Interagency Committee on School Construction), MSA, the Mayor and City Council of Baltimore, and the Baltimore City Board of School Commissioners on behalf of the Baltimore City Public Schools System with respect to the roles and responsibilities of the parties with respect to the Baltimore City Program, as the same has been and may be amended, supplemented, or otherwise modified from time to time.

“Bonds” means the bonds issued by MSA in accordance with the Act and this MOU to be secured by and repaid from the Financing Fund.

“Bond Proceeds” means the proceeds of the Bonds.

“Choice Neighborhood Program” means the grant program of that name administered by the federal Department of Housing and Urban Development and coordinated in Baltimore City by the Housing Authority of Baltimore City.

“Construction” means and includes planning, design, engineering (including testing), alteration, construction, reconstruction, enlargement, expansion, extension, improvement, replacement, rehabilitation, renovation, upgrading, capital equipping, furniture-fixtures-equipment, related demolition, and post-occupancy and warranty-related work.

“Cost Projection” is defined in Section VI.A.

“County” means, as the context requires: (i) the geographic area of a county in the State of Maryland, including the geographic area of Baltimore City, or (ii) the governing body of a county in the State of Maryland, including the Mayor and City Council of Baltimore with respect to Baltimore City.

“County Board” means the board of education of a county, including the Baltimore City Board of School Commissioners with respect to Baltimore City.

“Depletion” means the remaining useful lifespan (RUL), as determined by the IAC, subtracted from the expected useful lifespan (EUL), as determined by the IAC based upon industry standards, expressed as a percentage of the EUL, the result of which is the FCI.

“Facilities Fund” means the Supplemental Public School Construction Facilities Fund established under § 10-658.1 of the Economic Development Article.

“Facility Condition Index” or **“(FCI)”** means a measure of physical condition calculated with the formula: $((1 - \text{the observed percentage of remaining life}) \times \text{replacement value}) / \text{current replacement value}$. The FCI is represented as a percentage of depleted expected lifespan and can neither exceed 100% nor be less than 0%. Lower percentages represent better conditions.

“Financing Fund” means the Supplemental Public School Construction Financing Fund established under § 10-658 of the Economic Development Article.

“Fiscal Year” or **“FY”** means a fiscal year of the State of Maryland, which, unless altered by statute, is the period from July 1 through June 30 of the following calendar year. For example, the period from July 1, 2021 through June 30, 2022 is FY 2022.

“LEA” or **“Local Educational Agency”** means a County Board and its corresponding school system.

“LEA Project” means a Project for which the applicable LEA will contract for, manage, and oversee the construction of the Project.

“Maximum State Funding Allocation” is the maximum State allocation for each approved project through the Act, which must be approved by the IAC in accordance with Title 5, Subtitle 3 of the Education Article and COMAR Title 14, Subtitle 39 Interagency Commission on School Construction.

“MSA Obligation” means MSA’s responsibilities to ensure the best and most efficient use of state funding for Program school facilities with respect to, in connection with, or arising from the issuance, repayment, and/or refunding of Bonds and the use of Bond Proceeds; MSA’s compliance with the terms and conditions of Bonds, including all obligations owed by MSA to the trustee and/or bondholders of such Bonds and compliance with all conditions required to maintain the tax-exempt status of Bonds; with respect to an MSA Project, MSA’s responsibility to contract for, manage, and oversee the construction of such Project; with respect to an LEA Project, MSA’s oversight of the applicable LEA’s use of Bond Proceeds and compliance with the terms of the applicable Project MOU, as well as the decision to assume the contracts for and then manage and oversee the completion of the construction of such Project; and any other obligation now or hereafter expressly imposed on MSA by the Act, any amendment to the Act, or any other statute enacted that is applicable to the Program.

“MSA Project” means a Project for which MSA will contract for, manage, and oversee the construction of the Project.

“Prince George’s County P3 Agreement” means an agreement by and among Prince George’s County, the Prince George’s County Board, and a private entity for the acquisition, design, construction, improvement, renovation, expansion, equipping, or financing of a public school, and must include provisions for operation and maintenance of a school to a specified and sustained level of condition, cooperative use for the school or an adjacent property, and generation of revenue to offset the cost of construction or use of the school that has been reviewed by MSA and approved by the IAC in accordance with the Act, as codified in § 4-126.1 of the Education Article

“Prince George’s County P3 Fund” means the Prince George’s County Public-Private Partnership Fund established under § 4-126.2 of the Education Article.

“Prince George’s County P3 MOU” means a memorandum of understanding by and among the IAC, MSA, Prince George’s County, and the Prince George’s County Board in accordance with the Act, as codified in § 4-126 of the Education Article.

“Prince George’s County P3 Project” means the construction of a one or more public school buildings under the Prince George’s County P3 Agreement.

“Program” means the program undertaken by the IAC and MSA in accordance with the Act and this MOU for (i) the financing and construction of certain public school buildings in the State of Maryland with Bond Proceeds, the Financing Fund, the Facilities Fund, local funds, and other available funds, and (ii) the contracting for, management, and overseeing of Projects.

“Program Funds” means Bond Proceeds and amounts on deposit in the Facilities Fund.

“Project” means the construction of a one or more public school buildings in accordance with this MOU and any applicable Project MOU.

“Project Budget” means the total project cost, inclusive of the State and local shares of eligible costs and additional ineligible costs funded locally.

“Project Completion” means that the Project is substantially complete to the point that the facility can be occupied and functionally utilized to substantially perform all of its purposes as defined by the contract documents. This includes, but is not limited to: access to, from, and within all areas of the facility; all major building systems are operating as specified such as finishes, roofs, site drainage, safety features, and those that regulate temperature, ventilation, humidity, and lighting; and all systems can be routinely maintained as recommended by manufacturers.

“Project Cost” means any cost exclusively associated with a specific project.

“Project MOU” means a memorandum of understanding between MSA and the applicable County Board with respect to a Project within the Program.

“Public School Construction Program” means the public school construction and capital improvement program administered by the IAC pursuant to §§4-126, 5-112, and 5-303 of the Education Article, Annotated Code of Maryland, and §5-7B-07 of the State Finance and

Procurement Article, Annotated Code of Maryland, and the regulations adopted by the IAC with respect thereto.

“Reimbursement Project” means any Project for which a notice to proceed was issued after June 1, 2020, but prior to IAC approval and allocation of funding from the Program.

“Renewal Project” means a facility has been returned to a “like new” condition of the facility with a Facility Condition Index of 15% or lower, as verified by a licensed architect or design professional.

III. SELECTION OF PROJECTS

Subject to the satisfaction of all applicable requirements for funding the Program, the Projects to be funded by the Program shall be Projects that the IAC determines: (1) for FY 2022 only, would be eligible for funding but State funding has been deferred due to fiscal constraints; and (2) the Project began construction on or after June 1, 2020, provided, however, the Project was not completed prior to the effective date of this MOU. In selecting Projects for the Program, priority shall be given to schools:

1. That are the oldest or most depleted buildings in the school system with significant facility deficiencies;
2. With high concentrations of students eligible for free or reduced-price meals;
3. With a high number of relocatable classrooms;
4. With a high utilization based on the school’s State-rated capacity;
5. With space needs for full-day prekindergarten or career and technical education programs;
6. That meet selection requirements to be funded for construction within three (3) years; or
7. That have completed or nearly completed design documents, a well-established budget, and are ready to be bid.

IV. LIMITS OF MSA OBLIGATIONS TO FUND PROGRAM AND PROJECTS

Except as otherwise specifically provided in the Act, the sole source of payment for:

1. Debt service and any other costs associated with the Bonds shall be the Financing Fund;
2. Any costs or expenses related to the administration of the Program shall be the Program Funds; and

3. Any costs or expenses related to each Project shall be the Program Funds together with any additional local or State funds made available for such Project.

MSA shall not use any of MSA's other funds, whether appropriated or non-budgeted, to pay for any costs or expenses related to the Program or the Projects.

V. PROJECTS

A. COSTS

In addition to any requirement of the Act or any regulations adopted in accordance therewith, including IAC determination of eligible costs in accordance with § 10-650(c)(1) of the Economic Development Article, § 5-303 of the Education Article, and the regulations of the Interagency Commission on School Construction in COMAR Title 14, Subtitle 39, the eligibility for costs of Projects to be paid with Program Funds shall be subject to the availability of Program Funds and any applicable federal requirements for qualified use of the Bond Proceeds.

B. MSA PROJECTS

1. Generally. Except as otherwise provided by the Act and this MOU, MSA shall be responsible for contracting for, managing, and overseeing each Project, including ensuring that the requirements stated within Appendix 1 (Tracking and Reporting Of Costs & Expenditures Related To Ownership) are met.

2. Roles and Responsibilities. Except as otherwise specifically provided in the Act, this MOU, or an applicable Project MOU, the roles and responsibilities of the IAC, MSA, and the LEA with respect to an MSA Project shall be those set forth on Schedule A (Responsibilities Matrix – MSA Projects) attached hereto and incorporated herein by this reference.

3. Project MOU for MSA Project. For each MSA Project, MSA shall enter into a Project MOU with the applicable County and County Board that:

(a) Subjects the Project to the applicable terms and conditions set forth in this MOU, including the provisions of Section IX regarding disputes;

(b) Identifies specific parameters regarding the roles and responsibilities of each party with respect to budget review and approval (subject to MSA's authority to make all final determinations with respect to the budget for an MSA Project), procurement, design, schedule, construction administration, and contract compliance and reporting;

(c) Fixes the State and local cost-share and the Maximum State Funding Allocation for the Project in accordance with regulations of the IAC, subject to modification only as set forth in the Act and this MOU;

(d) Requires the applicable County and/or County Board to deposit the amount of the local share of Project costs into the Facilities Fund in accordance with a schedule approved by MSA;

(e) Requires the County Board to:

(i) Deliver to MSA one or more buildable sites for the Project, ready for improvement and free from any restrictions, easements, impediments, hazards, or conditions that would affect MSA's schedule or budget for the Project;

(ii) Deliver to MSA one or more sites for the Project with title that has vested in the County Board or in an entity approved by the County Board (but not MSA); and

(iii) Covenant to MSA that for so long as Bond Proceeds remain outstanding and unpaid, no public school facility constructed or renovated with Bond Proceeds may be sold, assigned, mortgaged, pledged, or encumbered without the bond balance having been repaid to the Program Fund and with the consent of the Authority;

(f) Establishes a comprehensive plan for local hiring and the maximization of the utilization of State-certified locally based minority and women-owned businesses as part of the procurement for the Project; and

(g) Includes other terms deemed necessary or appropriate by the parties thereto.

4. Projects in Baltimore City. With respect to Baltimore City Program projects in Baltimore City under the Baltimore City Program Act, if a provision of this MOU or the applicable Project MOU conflicts with a provision of the Baltimore City Program MOU, the provision of the Baltimore City Program MOU shall prevail.

C. PROJECT MANAGEMENT BY AN LEA

1. Reimbursement Projects. All Reimbursement Projects shall be designated LEA Projects and shall be subject to the same requirements and processes for reimbursement as a Public School Construction Program project.

2. Procedure for Designation of an LEA Project (other than Reimbursement Projects).

(a) Request by a County Board. Except for the County Boards for Baltimore City and Prince George's County, a County Board may request, in writing to MSA a minimum of 120 days prior to proposed bidding of the Project, that MSA authorize the LEA to contract for, manage, and oversee a Project.

(b) MSA Evaluation of Request by a County Board. In deciding whether to authorize an LEA Project, MSA shall consider the LEA's (i) track record in managing public school facility projects on schedule and within budget, and (ii) expertise and capacity to

manage the proposed Project. The IAC shall make available to MSA all relevant information in its records pertinent to the evaluation.

(c) Dispute of Negative Determination by MSA. If MSA declines a request by a County Board under this paragraph, such action shall be reported to the MSA Board in a public meeting. The County Board may appeal a negative decision in accordance with the relevant provisions of Section IX (Disputes) of this MOU.

3. Roles and Responsibilities. Except as otherwise specifically provided in the Act, this MOU, or an applicable Project MOU, the roles and responsibilities of the IAC, MSA, and the applicable LEA with respect to an LEA Project shall be those set forth on Schedule B (Responsibilities Matrix – LEA Projects) attached hereto and incorporated herein by this reference.

4. Project MOU for LEA Project. For each LEA Project, MSA shall enter into a Project MOU with the applicable County and County Board that:

(a) Subjects the Project to the applicable terms and conditions set forth in this MOU, including the provisions of Section IX regarding disputes;

(b) Identifies specific parameters regarding the roles and responsibilities of each party with respect to budget review and approval (including MSA's authority to review and comment on the budget for the Project as provided below), procurement, design, schedule, construction administration, and contract compliance and reporting;

(c) Requires that MSA be given at least 30 days to review and comment on any revisions to the budget for the Project;

(d) Fixes the State and local cost-share and the Maximum State Funding Allocation for the Project in accordance with regulations of the IAC, subject to modification only as set forth in the Act and this MOU and as approved by the IAC in an open meeting;

(e) Requires the applicable County and/or County Board to deposit the amount of the school share of Project costs into the Facilities Fund in accordance with a schedule approved by MSA;

(f) The County Board represents, warrants, and covenants to and for the benefit of MSA that:

(i) The site for the Project is a buildable site, ready for improvement and free from any restrictions, easements, impediments, hazards, or conditions that would affect the County Board's schedule or budget for the Project,

(ii) Title for the Project site has vested in the County Board or in an entity approved by the County Board (but not MSA); and

(iii) For so long as Bond Proceeds remain outstanding and unpaid, no public school facility constructed or renovated with Bond Proceeds may be sold,

assigned, mortgaged, pledged, or encumbered without the bond balance having been repaid to the Program Fund and with the consent of the Authority;

(g) The Project shall be subject to the same requirements and procedures that govern the Public School Construction Program;

(h) Authorizes MSA to assume the Project under certain circumstances as set forth in such Project MOU;

(i) Establishes a comprehensive plan for local hiring and the maximization of the utilization of State-certified locally based minority and women-owned businesses as part of the procurement for the Project; and

(j) Includes other terms deemed necessary or appropriate by the parties thereto.

D. PRINCE GEORGE'S COUNTY P3 MOU

1. Obligation to Enter into the Prince George's County P3 MOU. MSA and the IAC shall not be obligated to enter into the Prince George's County P3 MOU unless the conditions set forth in the Act have been timely satisfied.

2. Terms of the Prince George's County P3 MOU. The terms of the Prince George's County P3 MOU shall conform with the requirements of the Act and shall also provide that MSA shall be afforded the opportunity to review and submit comments to the IAC and Prince George's County Board with respect to any procurement dispute.

VI. FUNDING OF PROGRAM

A. COST PROJECTIONS

Attached hereto as Schedule C (Estimated Cash Flow Projection) is the IAC's initial estimated cash flow projection for known eligible Projects to be funded by the Program over the next two (2) years, including a summary of planning and funding requests submitted by each LEA (the "**Cost Projection**"). This list is representative and actual Projects shall be determined on an ongoing basis. On June 1, 2021 and at the beginning of each subsequent fiscal quarter, the IAC shall provide to MSA an update to the Cost Projection that notes any changes from previous versions and extends the projection over at least two (2) years from and after the date of such updated Cost Projection.

B. ISSUANCE OF BONDS

Subject to the terms of the Act, MSA shall issue Bonds at such intervals and in such amounts as MSA determines, in its sole discretion, necessary and prudent to meet the expected costs of the Program as set forth in the Cost Projection. MSA anticipates issuing Bonds in the Fall

of 2021 and in April of each year thereafter and the IAC agrees to use its reasonable best efforts to provide MSA with the information needed in accordance with that schedule.

VII. ALLOCATIONS

A. GENERALLY

Subject to the other provisions of this Section VII, percentages of the Bond Proceeds shall be reserved for allocation to Projects in the following counties in the following amounts:

1. Anne Arundel County – 12.5%
2. Baltimore City – 21.0%
3. Baltimore County – 21.0%
4. Frederick County – 5.1%
5. Howard County – 6.6%
6. Montgomery County – 21.0%
7. Prince George’s County – see Subsection C below
8. All other counties – 11.5%

The remaining unreserved percentage of the Bond Proceeds may be allocated as approved by MSA.

B. SPECIFIC PROJECT IN BALTIMORE CITY

With respect to the funding of a Project in Baltimore City that is within an area designated as eligible for grant funding from the Choice Neighborhood Program, if the Mayor and City Council of Baltimore secure additional revenues for the Project of at least \$30,000,000, six percent (6%) of the allocation provided under Section VII.A.2 shall be reserved for such Project.

C. PRINCE GEORGE’S COUNTY

Prince George’s County’s allocation of Bond Proceeds shall be the amounts designated for transfer to the Prince George’s County P3 Fund, if any, in accordance with the terms of the Act and the Prince George’s County P3 MOU.

D. REALLOCATION

Subject to any restrictions applicable to the Bond Proceeds, any allocations not utilized within ten (10) years after the allocation shall be subject to reallocation to the Program.

VIII. REPORTS, EVALUATIONS, AND CTE PROGRAM

A. MSA ANNUAL REPORT

On January 15, 2022 and each January 15 thereafter, MSA shall report to the Governor, the Board of Public Works, and, in accordance with § 2-1257 of the State Government Article, the fiscal committees of the General Assembly on the progress of construction and renovations of public school facilities, including actions taken during the previous fiscal year and planned for the current fiscal year.

B. PRINCE GEORGE'S COUNTY ALTERNATIVE FINANCING REPORTS

On January 15, 2025 and each January 15 thereafter for so long as required by law, the Prince George's County Board, Prince George's County, MSA, and the IAC jointly shall report to the Governor and, in accordance with § 2-1257 of the State Government Article, the fiscal committees of the General Assembly on the progress of construction and renovations of public school facilities under the Prince George's County P3 Agreement, including actions taken during the previous fiscal year and planned for the current fiscal year.

C. COST & EXPENDITURE REPORTING

§ 5-304(e) of the Education Article mandates that the IAC serve as a central repository for information on school facility design and construction as well as best practices in school construction. In order to enable the identification of best practices and the reconciliation of project costs with allocations of funding to projects, on each Project, the entity managing the Project shall report to the IAC, pursuant to Appendix 1, all project costs and expenditures within 180 days after Project Completion.

D. LIFE CYCLE COST REPORTS

The IAC shall evaluate the life cycle costs of public school buildings over both 30-year and 50-year periods, including:

1. An evaluation, based on 30-year and 50-year periods, of the cost and efficiency of using alternative energy systems, including geothermal, solar, wind, and energy storage compared to a traditional energy system;

2. An energy consumption and systems replacement analysis, based on a 50-year period, of each major piece of equipment in the any of the following systems serving the public school building:

- (a) The cooling system;
- (b) The heating system;
- (c) The hot water system;

- (d) The lighting system;
- (e) The ventilation system; or
- (f) Any other major system that uses energy; and

3. The impact of innovative building design and materials on energy consumption, including white roofs and green roofs.

The IAC may contract with a third party to conduct such evaluation.

On or before October 1, 2021 and again on or before October 1, 2022, the IAC shall provide an annual update on the progress of the evaluation to the General Assembly, in accordance with § 2-1257 of the State Government Article.

The IAC shall submit their final evaluation to the General Assembly in accordance with § 2-1257 of the State Government Article on or before October 1, 2023.

E. 2030 REPORT

On or before July 1, 2030, MSA shall complete and deliver to the IAC an evaluation of the effectiveness of the issuance of bonds to finance construction and renovations of public school facilities. On or before December 31, 2030, the IAC shall submit a report on the results of MSA's evaluation to the Governor and, in accordance with § 2-1257 of the State Government Article, the fiscal committees of the General Assembly.

F. CTE PROGRAM

In accordance with the provisions of the Act, the IAC and MSA shall support the State Department of Education and collaborate with LEAs and community colleges to develop a career and technical education program or an apprenticeship pathway in school building maintenance that leads to an industry-recognized certificate or credential.

IX. DISPUTES

A. DISPUTES BETWEEN THE IAC AND MSA

1. Generally. Except as otherwise provided in this section and those other instances in which a party is expressly granted by this MOU or the Act the right to grant or withhold approvals that may be exercised in the discretion of that party, the IAC and MSA shall seek mutually acceptable solutions to any administrative or coordination problems arising from or under this Agreement and shall use their respective reasonable best efforts to resolve such problems as expeditiously as possible.

2. IAC Input. If, after the Executive Director of the IAC and the Executive Director of MSA are unable to reach a mutually agreeable resolution to a dispute, issues shall be heard by the IAC who shall provide a written opinion to the MSA Board on the matter.

3. MSA Obligations. A decision by the dispute committee comprised of members of MSA's board shall be a final decision involving any dispute that may impact any of MSA's obligations under the Act, including whether a dispute is one that may impact any of MSA's obligations under the Act.

4. Project Selection and Allocation. A decision in an open meeting by at least five (5) members of the IAC shall be a final decision involving any dispute over Projects under the Act and this MOU, including which Projects are eligible and the total State allocation available for eligible portions of the Project.

5. Bond-Related Issues. Notwithstanding any other provisions of the Act or this MOU, decisions related to or impacting on MSA's issuance of Bonds pursuant to the Act shall be decided by MSA with advice of its bond counsel, the Attorney General's Office, or MSA's financial advisor as the circumstances may require.

B. DENIAL OF AUTHORIZATION FOR A COUNTY BOARD TO CONTRACT FOR, MANAGE, AND OVERSEE A PROJECT

A County Board that has been denied authorization by MSA to contract for, manage, and oversee a Project may request in writing that such decision be reviewed by MSA's board. A decision by the dispute committee comprised of members of MSA's board shall be a final and unappealable decision regarding whether the County Board shall be granted or denied such authorization.

C. DISPUTES UNDER A PROJECT MOU

Each Project MOU shall provide for dispute resolutions consistent with the terms of this MOU and the Act, including the provisions of Section IX.D regarding procurement disputes.

D. PROCUREMENT DISPUTES

1. MSA Projects. All bid protests and other third-party procurement claims related to any MSA Project shall be resolved by MSA pursuant to MSA's procurement policies and procedures.

2. LEA Projects. All bid protests and other third-party procurement claims related to any LEA Project shall be resolved in accordance with the applicable County Board's procurement policies and procedures, provided that MSA shall be afforded the opportunity to review and submit comments to the County Board with respect to such dispute.

3. Prince George's County P3 Projects. All bid protests and other third-party procurement claims related to a Prince George's County P3 Project shall be resolved as provided in the Prince George's County P3 MOU.

X. NOTICES

A notice or communication under this Agreement shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service, (c) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), or (d) by an electronic system that provides a unique identifier of sender and includes date, time, and verification of delivery.

In the case of a notice or communication regarding this MOU to MSA, as follows:

Maryland Stadium Authority
The Warehouse at Camden Yards, Suite 500
333 West Camden Street
Baltimore, Maryland 21201
Attention: Executive Director

With a copy to:

Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
Attention: Cynthia M. Hahn, Esq.

In the case of a notice or communication regarding this MOU to the IAC, as follows:

Interagency Commission on School Construction
c/o State Department of Education
Nancy S. Grasmick State Education Building
200 West Baltimore Street
2nd Floor
Baltimore, MD 21201
Attention: Executive Director

With a copy to:

Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
Attention: Elliott L. Schoen, Esq.

Either party may change its address or recipients for notice by providing the other party with notice thereof, to be effective upon receipt.

XI. MISCELLANEOUS

A. GOVERNING LAW.

The Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

B. TERM

This MOU shall be effective from the later date of execution by the IAC or MSA set forth below and, unless both parties agree to an earlier termination of this MOU, shall remain in effect until all Bonds are no longer outstanding and unpaid.

C. TAX-EXEMPT BONDS

The IAC understands that MSA intends for the interest on the Bonds to be exempt from federal income taxation under Section 103 of the Internal Revenue Code. The IAC agrees not to perform any act that would adversely affect the tax-exempt status of the interest on the Bonds, or fail or refuse to perform any act, the result of which failure or refusal would adversely affect such tax-exempt status.

D. RETENTION OF RECORDS

The parties to this MOU shall retain all documents and records pertaining to each Project until the later of: (1) three (3) years after the expiration of any warranty period applicable to such Project; or (2) the date that destruction or other disposal of the documents and records is permitted pursuant to the party's established document retention policy.

E. INSPECTION OF BOOKS AND RECORDS

Upon reasonable advance request, either party, or its auditor or other designee, shall have the right, during normal business hours, to examine the books and records of the other party which relate to the use, expenditure, or account of any disbursements from the Bond Proceeds, the Facilities Fund, and/or the Financing Fund.

F. AMENDMENTS

Any amendment to this MOU must be in writing and executed by both parties hereto.

G. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this MOU to be executed on its behalf by its duly authorized representative on the respective dates set forth below.

WITNESS:

**INTERAGENCY COMMISSION ON
SCHOOL CONSTRUCTION**

Approved as to form and legal
sufficiency for the Interagency
Commission on School Construction

By: 
Robert A. Gorrell
Executive Director

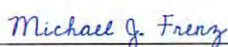

Assistant Attorney General

WITNESS:

Approved as to form and legal
sufficiency for the Maryland Stadium
Authority

MARYLAND STADIUM AUTHORITY


Assistant Attorney General

By: 
Michael J. Frenz
Executive Director

Schedule A: Responsibilities Matrix - MSA Projects

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
1	Planning				
1.1	Consider and approve LEA request for CIP-based funding for planning (IF APPLICABLE)			X	<ul style="list-style-type: none"> If the request is out of sequence from existing project pipeline prioritization, LEA will explain why.
1.2	Determine expected enrollments eligible for State funding participation	X		X	<ul style="list-style-type: none"> Includes review of utilization at school, cluster/region, and portfolio levels.
1.3	Determine expected total gross square footage (GSF) eligible for State funding participation			X	<ul style="list-style-type: none"> The APG CIP/BTL Computation worksheet will be used to calculate the estimated Net State Funding.
1.4	Educational Specifications (Ed Specs)				
1.4.1	Procure Ed Spec Consultant (if needed) and plan and execute public-engagement process	X			Project must be well defined through ed specs before beginning the design process.
1.4.2	Develop & submit project-specific Ed Specs in compliance with IAC's Administrative Procedures Guide (APG), including initial TCO Estimate and analysis of project impact on portfolio utilization, to IAC; LEA must submit project-specific Ed Specs for IAC review at least 60 days prior to release of design services solicitation	X			
1.4.3	Review & comment on Ed Specs package			X	<ul style="list-style-type: none"> Includes review of proposed GSF vs. GAB, TCO, seats utilization, time utilization, and effect(s) on utilization at portfolio and cluster/region levels.
1.5	Feasibility Study (FS) to evaluate potential renewal/replacement options (If necessary)				

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
1.5.1	Procure FS Consultant (if needed)	X			<ul style="list-style-type: none"> MSA assistance upon request of LEA.
1.5.2	Conduct FS, produce FS document including proposed project option with specified cooperative-use spaces if any; and submit to IAC, or request FS waiver	X			<ul style="list-style-type: none"> LEA shall include proposed joint-use agreement with any Cooperative-use Space users.
1.5.3	Review FS or FS waiver request & provide optional comments			X	<ul style="list-style-type: none"> Includes review of facility FCI and MDCL; estimated TCO of project options; coordination with other planned and potential portfolio actions.
1.5.4	Approve/disapprove selected renewal/replacement option, scope, and estimated cost, including cooperative-use spaces; and provide approval for the LEA to proceed with design			X	
1.6	Submit request to IAC for local planning approval (and, if desired, funding for planning (OPTIONAL))	X			
1.7	Consider and approve LEA request for local planning approval and CIP-based funding for planning (IF APPLICABLE)			X	
1.8	Consult with MSA on planned procurement methods.	X	X	X	<ul style="list-style-type: none"> MSA must review and comment on the planned procurement method to ensure that engaged design services can support intended construction procurement.
2	Design				<ul style="list-style-type: none"> SFB, RFM, and owner field rep must be invited to all design meetings. Every submission phase should include analysis of proposed GSF/student, projected TCO, and estimated cost/GSF.
2.1	Submit request to IAC for funding for design services	X			
2.2	Review and comment on LEA request for funding for design		X		

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
2.3	Consider and approve LEA request for funding for design			X	<ul style="list-style-type: none"> Check that all pre-design requirements have been met (site, planning, etc.)
2.4	Prepare contract(s) for design services		X		<ul style="list-style-type: none"> Scope/cost of contract must match IAC approval requirements Must include real-time utilities metering & reporting program compliant with IAC standards.
2.5	Initiate procurement of design services		X		
2.6	Develop Schematic Drawings (SDs) and submit to IAC	X	X		<ul style="list-style-type: none"> LEA must also submit to State Historic Preservation Board if applicable.
2.7	Review and approve SDs, including any changes to scope since approval of planning		X	X	
2.8	Develop Design Documents (DDs) and submit to IAC	X	X		
2.9	Development of Life Cycle Analysis and TCO Estimate	X	X		
2.10	Review of Life Cycle Analysis and TCO Estimate by review of IAC (including DGS)			X	
2.11	Review and approve DDs, including any changes to scope since approval of planning		X	X	
2.12	Develop Construction Documents (CDs) and submit to MSA and IAC.	X	X		<ul style="list-style-type: none"> If scope changes from approved DDs, LEA and MSA must notify IAC.
2.13	Review and approve CDs, including any significant changes to scope since approval of previous phases	X	X	X	
2.14	Review and make recommendations regarding MSFA, draw schedule, and requested State funding for construction		X		

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
2.15	Review proposed draw schedule and approve		X		To support allocation for State funding for construction
2.16	Determine final Maximum State Funding Allocation (MSFA) per COMAR 14.39.02.06 and approve State funding for construction			X	
3	Construction				
3.1	Delivery method				
3.1.1	Verify proposed delivery method		X	X	
3.2	Prepare contract(s) for construction services		X		
3.3	Monthly reporting for duration of construction contract to include: <ul style="list-style-type: none"> Project progress overview including project status, cost, & budget controls; potential change order (including cause of change order) & contingency expenditures/balances, and CPM schedule review/forecast as well as any schedule or budget recovery plans. 		X		
3.4	Value engineering, including production of VE log that includes proposed change, reasoning, and action taken	X	X		
3.5	Punch list development, both pre and post substantial completion	X	X		
3.6	Reporting of punch list, including <ul style="list-style-type: none"> Total number of items Percentage of punch items closed, monthly Percentage of punch items closed after approval by design team, by month 		X		<ul style="list-style-type: none"> Punch list goes monthly to LEA, MSA, and IAC.

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
	<ul style="list-style-type: none"> Percentage of punch items still not closed 12 months after substantial completion 				
3.7	Warranty Claims	X	X		
3.7.1	Maintain log of all warranty claims and warranty work scheduled and performed.	X			<ul style="list-style-type: none"> Includes notation of any claims that are contested.
3.7.2	Enter required warranty work as work orders in the LEA's CMMS and record resolution of such work.	X			
3.7.3	Verify that all required warranty work was performed and was acceptable to LEA.	X	X	X	
3.7.4	Generate monthly reports to all parties on status of all warranty claims and warranty work.	X	X		
4	Turnover and Occupancy				
4.1	Verify substantial completion	X	X		
4.2	Enter all appropriate preventive-maintenance (PM) schedules into the LEA's computerized maintenance-management system (CMMS) before occupancy of the facility so that PM work orders begin auto-generating.	X			
4.3	Review and approve PM schedule in CMMS			X	
4.4	Train maintenance and custodial staff on operation and maintenance of all building systems	X	X		Recommend including training requirement in specifications and trade contracts
4.5	Complete Post Occupancy Evaluation (POE) in alignment with contract requirements 12-18 months after occupancy and prior to the end of the warranty period	X	X		<ul style="list-style-type: none"> Includes review of any joint uses of cooperative-use spaces (CUS).
4.6	Report project budget and cost information to IAC for reconciliation	X	X		<ul style="list-style-type: none"> See MOU section VIII.C. and Appendix 1.

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
5	Operations & Maintenance				
5.1	<p>Between occupancy date and date of POE, provide monthly reports to IAC showing:</p> <ul style="list-style-type: none"> • Number of work orders entered per month • Average work order age before closure • Percentage of corrective MWOs entered by building-level operations staff • Percentage of corrective MWOs entered by building-level maintenance staff 	X			<ul style="list-style-type: none"> • This requirement applies unless the IAC has direct access to this information in the LEA's CMMS.
6	Annual Report	X	X	X	LEAs will provide supporting information as needed

Schedule B: Responsibilities Matrix - LEA Projects

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
1	Planning				
1.1	Consider and approve LEA request for CIP-based funding for planning (IF APPLICABLE)			X	<ul style="list-style-type: none"> If the request is out of sequence from existing project pipeline prioritization, LEA will explain why.
1.2	Determine expected enrollments eligible for State funding participation	X		X	<ul style="list-style-type: none"> Includes review of utilization at school, cluster/region, and portfolio levels.
1.3	Determine expected total gross square footage (GSF) eligible for State funding participation			X	
1.4	Educational Specifications				
1.4.1	Procure Ed Spec Consultant (if needed) and plan and execute public-engagement process	X			Project must be well defined through ed specs before beginning design process.
1.4.2	Develop & submit project specific Ed Specs in compliance with IAC's Administrative Procedures Guide (APG), including initial TCO Estimate and analysis of project impact on portfolio utilization, to IAC; LEA must submit Project Specific Ed Specs for IAC review at least 60 days prior to release of design services solicitation	X			
1.4.3	Review & comment on Ed Specs package			X	<ul style="list-style-type: none"> Includes review of proposed GSF vs. GAB, TCO, seats utilization, time utilization, and effect(s) on utilization at portfolio and cluster/region levels.
1.5	Feasibility Study (FS) to evaluate potential renewal/replacement options (If necessary)				

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
1.5.1	Procure FS Consultant (if needed)	X			<ul style="list-style-type: none"> MSA assistance upon request of LEA.
1.5.2	Conduct FS, produce FS document including proposed project option with specified cooperative-use spaces if any; and submit to IAC, or request FS waiver	X			<ul style="list-style-type: none"> LEA shall include proposed joint-use agreement with any cooperative-use space users.
1.5.3	Review FS or FS waiver request & provide optional comments			X	<ul style="list-style-type: none"> Includes review of facility FCI and MDCl; estimated TCO of project options; coordination with other planned and potential portfolio actions.
1.5.4	Approve/disapprove selected renewal/replacement option, scope, and estimated cost, including cooperative-use spaces (CUS); and approve LEA to proceed with design			X	
1.6	Submit request to IAC for local planning approval (and, if desired, funding for planning (OPTIONAL))	X			
1.7	Consider and approve LEA request for local planning approval and CIP-based funding for planning (IF APPLICABLE)			X	
1.8	Consult with MSA on planned procurement methods.	X	X	X	<ul style="list-style-type: none"> MSA must review and comment on the planned procurement method to ensure that engaged design services can support intended construction procurement.
2	Design				<ul style="list-style-type: none"> SFB, RFM, and owner field rep must be invited to all design meetings. Every submission phase should include analysis of proposed GSF/student, projected TCO, and estimated cost/GSF.
2.1	Submit request to IAC for funding for design services	X			
2.2	Review and comment on LEA request for funding for design		X		

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
2.3	Consider and approve LEA request for funding for design			X	<ul style="list-style-type: none"> Check that all pre-design requirements have been met (site, planning, etc.)
2.4	Prepare contract(s) for design services and submit to MSA and IAC	X			<ul style="list-style-type: none"> Scope/cost of DP contract must match IAC approval Must include real-time utilities metering & reporting program compliant with IAC standards.
2.5	Review/comment on contracts for design services		X	X	
2.6	Initiate procurement of design services	X			
2.7	Develop Schematic Drawings (SDs) and submit to MSA and IAC	X	X		<ul style="list-style-type: none"> LEA must also submit to the State Historical Preservation Board if applicable.
2.8	Review and approve SDs, including any changes to scope since approval of planning		X	X	<ul style="list-style-type: none"> MSA Review/Comment
2.9	Develop Design Documents (DDs) and submit to MSA and IAC	X			
2.10	Development of Life Cycle Analysis and TCO Estimate	X			
2.11	Review of Life Cycle Analysis and TCO Estimate by review of IAC (including DGS)			X	
2.12	Review and approve DDs, including any changes to scope since approval of planning		X	X	<ul style="list-style-type: none"> MSA Review/Comment
2.13	Develop Construction Documents (CDs) and submit to MSA and IAC.	X			<ul style="list-style-type: none"> If scope changes from approved DDs, LEA must notify IAC.
2.14	Review and approve CDs, including any significant changes to scope since approval of previous phases		X	X	<ul style="list-style-type: none"> MSA Review/Comment
2.15	Review and make recommendations regarding MSFA, draw schedule, and requested State funding for construction		X		

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
2.16	Review proposed draw schedule and approve		X		To support allocation for State funding for construction
2.17	Determine final Maximum State Funding Allocation (MSFA) per COMAR 14.39.02.06, review draw schedule, and approve State funding for construction			X	
3	Construction				
3.1	Delivery method				
3.1.1	Submit request to IAC for proposed delivery method (if not DBB and if not already submitted before/during design)	X			
3.1.2	Approve proposed delivery method			X	For alternative delivery methods, LEAs must receive IAC approval prior to selection as required by COMAR.
3.2	Prepare contract(s) for construction services	X			
3.3	Monthly reporting for duration of construction contract <ul style="list-style-type: none"> • Change orders, including who/what caused the additional costs and potential additional costs with estimates from the CM/GC • Number of days project milestones have been delayed • Actual draws compared to projected draw schedule established at the time of contract award 	X	X		
3.4	Value engineering, including production of VE log that includes proposed change, reasoning, and action taken	X		X	<ul style="list-style-type: none"> • VE must maintain design standards and all VE activities must be approved by all parties
3.5	Punch list development, both pre and post substantial completion	X	X		
3.6	Reporting of punch list, including	X	X		<ul style="list-style-type: none"> • Punch list goes monthly to MSA and IAC.

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
	<ul style="list-style-type: none"> • Total number of items • Percentage of punch items closed, monthly • Percentage of punch items closed after approval by design team, by month • Percentage of punch items still not closed 12 months after substantial completion 				
3.7	Warranty Claims	X			
3.7.1	Maintain log of all warranty claims and warranty work scheduled and performed..	X			<ul style="list-style-type: none"> • Includes notation of any claims that are contested.
3.7.2	Enter required warranty work as work orders in the LEA's CMMS and record resolution of such work.	X			
3.7.3	Verify that all required warranty work was performed and was acceptable to LEA.	X		X	
3.7.4	Generate monthly reports to all parties on status of all warranty claims and warranty work.	X			
4	Turnover and Occupancy				
4.1	Verify substantial completion	X	X	X	
4.2	Enter all appropriate preventive-maintenance (PM) schedules into the LEA's computerized maintenance-management system (CMMS) before occupancy of the facility so that PM work orders begin auto-generating.	X			
4.3	Review and approve PM schedule in CMMS			X	
4.4	Train maintenance and custodial staff on operation and maintenance of all building systems	X			
4.5	Complete Post Occupancy Evaluation (POE) in alignment with IAC	X			<ul style="list-style-type: none"> • Includes review of any joint uses of cooperative-use

		Responsible Party			
	Phase/Task	LEA	MSA	IAC	Notes
	requirements 18 to 24 months after occupancy and prior to the end of the warranty period				spaces (CUS).
4.6	Review and approve POE			X	
5	Operations & Maintenance				
5.1	<p>Between occupancy date and date of POE, provide monthly reports to IAC showing:</p> <ul style="list-style-type: none"> • Number of work orders entered per month • Average work order age before closure • Percentage of corrective MWOs entered by building-level operations staff • Percentage of corrective MWOs entered by building-level maintenance staff 	X			<ul style="list-style-type: none"> • This requirement applies unless the IAC has direct access to this information in the LEA's CMMS.
6	Annual Report	X	X	X	LEAs will provide supporting information as needed

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SCHEDULE C – Estimated Cash Flow Projection

APPENDIX 1: TRACKING AND REPORTING OF COSTS & EXPENDITURES RELATED TO OWNERSHIP

Effective management of a portfolio of facilities requires measuring and tracking of each of the costs that comprise the total cost of ownership of each facility within the portfolio. The total cost of ownership includes all costs of planning, design, construction, funding, operations, and maintenance of the facility over the life of the facility.

I. DURING PROJECT DELIVERY

Using the facility's PSC Number as an identifier and using a reporting system as determined by the IAC, the reporting entity shall report to the IAC [on [an annual?] basis] each cost and expenditure incurred on the project by the following categories and subcategories and pursuant to the following definitions:

A. FUND [FUND SOURCE]

1. LEA Funds
2. BTL Funds [coming from MSA, even if paid through IAC]
3. PSCP Funds

B. FUNCTION

Category	Definition
Planning	<p>The identification and maintenance of the next steps—including funding sources and planning coordination with 'outside' entities—that are required to most efficiently and effectively provide the facilities necessary to adequately support the institution's intended outcomes. Includes stakeholder meetings and the development of preliminary or pre-design project information regarding potential sites, facilities, and buildings; budgets; and timelines; as well as educational specifications and funding commitments.</p> <p>The educational specifications providing project-specific and detailed owner requirements must be complete; see the Educational Specifications Guidelines in the IAC's Administrative Procedures Guide (APG).</p>
Design	<p>The development of construction documents necessary to complete the school facility project beginning with the verification of owner requirements through the project's Program Statement phase of the design.</p>
Renewal of Existing Facility	<p>Renovation of an entire campus to like-new condition (equal to a Facility Condition Index of 15% or lower) during a period of time not to exceed four years, including its support infrastructure both on-site and off-site.</p>

Construction of New or Replacement Facility	Construction of a new or replacement campus, including support infrastructure—both on-site and off-site—such as water, sewer, drainage, gas, power, access roads, etc.
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II. AFTER PROJECT COMPLETION

A. FUNCTION

Category	Subcategory	Definition
Post-Occupancy & Warranty		Owner activities related to the resolution of all post-project responsibilities, including resolution of incomplete punch list work, work related to successful performance of warranty items, and post-occupancy evaluation (POE) - see IAC POE Guidelines.
Operations		The services required to keep a facility clean, sanitary, and tidy such that its occupants are comfortable, healthy, and productive. Includes the provision of utilities such as fuel, electricity, water, and sewerage; support services to assist occupants; and disposal and recycling of unnecessary structures, equipment, and trash.
	Custodial Services	The day-to-day janitorial and grounds tasks necessary to keep a facility sanitary, polished, and tidy. Includes trash removal, cleaning, waxing, weed removal, trimming, mowing, irrigating, snow and ice removal, and otherwise caring for school facilities and grounds. Also includes non-cleaning tasks such as opening the school, checking for vandalism, and identifying safety and maintenance needs.
	Utilities	The energy, water, communications, and waste disposal services purchased to enable the operation of a school facility. Includes but is not limited to electricity, natural gas, liquid propane, oil, water, sewerage, telephone, Internet access, recycling, and trash disposal services.
	Support Services	Routine and non-routine work tasks to support occupant functions. Includes responding to teachers' and principals' requests; setting up spaces for special activities and events; ordering and delivering supplies; raising and lowering the flag; and management of equipment for physical-education and athletic activities.
	Demolition & Disposal of Facilities	End-of-life removal of assets including furniture, equipment, and buildings. Includes spot removal of any unsafe product such as lead or asbestos as well as cleanup of spills, mold, and other contaminants. Does not include demolition,

		disposal, or environmental cleanups as part of facility acquisition (construction or replacement of a new facility, or renewal of an existing facility) or capital maintenance.
Maintenance		The work required to keep a facility (plant, building, structure, ground facility, utility system, or other real property) in such condition that it may be fully functional and continuously utilized for its expected lifespan, for its intended purpose, and at its maximum energy efficiency. Includes both routine and capital maintenance.
	Routine Maintenance	Routine, preventive, predictive, and emergent-unscheduled tasks and repairs required to ensure that a facility functions according to its design and for its expected lifespan. Includes scheduled inspections, record keeping, equipment servicing, replacement of lamps and filters, replacement of failed equipment components such as motors, pumps and switches, responding to calls for emergency repairs, patching holes, and repairing furniture and fixtures.
	Capital Maintenance	Major repair, alteration, and replacement of building systems, equipment, finishes and components, including their removal and disposal. These system and component renewals occur more often at the end of a building system's or equipment's useful life. They will sustain or extend the useful life of the entire facility but are insufficient to result in the facility becoming "like new." Includes improvement of roadways and drainage; replacement of playing fields, roofs, HVAC systems, windows, and doors; structural repairs; and installation or replacement of long-life assets in a facility such furniture, fixtures, and equipment.
Alteration		Building addition, renovation, modernization, or other major modification to a school campus that may add or reduce capacity and otherwise supports the facility's function but is insufficient to renew the facility
Non-permanent Addition		Augmentation of the capacity of a facility through the installation of portable classrooms or similar assets—along with associated support systems—that are not permanent. (When de-installed, any recovered value remaining in the portable assets should be deducted from this account code).



Agenda Report Form

Open Session Item

SUBJECT: EMS Staffing Transition Discussion, Volunteer Fire Company of Halfway

PRESENTATION DATE: June 3rd, 2025

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services (DES)

David Chisholm – Deputy Director – Field Operations, Division of
Emergency Services (DES)

James Sprecher Jr. – President, Washington County Vol. Fire and
Rescue Association (WCVFRA)

Justin Gearhart, President, Volunteer Fire Company of Halfway

James Drawbaugh, Chief, Volunteer Fire Company of Halfway

RECOMMENDATION: Motion to approve the EMS Employee Transition and subsequent MOU with the Volunteer Fire Company of Halfway (VFCH), and to authorize the Division of Emergency Services (DES) to hire twelve (12) EMT's/Paramedics to provide staffing of VFCH ambulances.

REPORT-IN-BRIEF: The specifics of the employee transition, relative to wages and benefits for the existing Halfway EMS employees, and a requirement to move billing services to the County vender are in line with the requirements during the EMS employee transitions for Smithsburg EMS, Williamsport Fire/EMS, and Hancock Rescue Squad in 2024.

DISCUSSION: During discussions with the Volunteer Fire Company of Halfway Leadership, it was agreed that by transitioning the VFCH's EMS staffing to county employment would help to establish a more sustainable EMS staffing plan for the VFCH and the citizens of Halfway and surrounding areas.

FISCAL IMPACT: \$261,855.72, dependent on timing of actual transition (budgeted in FY25/26)

CONCURRENCES: Director of Emergency Services, R. David Hays

Justin Gearhart, President, Volunteer Fire Company of Halfway

County Administrator Michelle Gordon

Chief Financial Officer (CFO) Kelcee Mace

President James Sprecher, WCVFRA

ALTERNATIVES: N/A

ATTACHMENTS: Transition Staffing Spreadsheet and Staffing MOU

Breakdown of Transition Cost																		
2025	Volunteer Fire Company of Halfway																	
					Fica	Pension	W.C.	Health Insurance	Other Insurance			Physicals	EIP	Uniforms PPE, Duty Uniform, Class A				
	Total Staff Needed (24hrs.)	County Grade/Step	County Hourly Rate	Projected County Salary	Fica	Pension	W.C.	Health Insurance	Other Insurance	Stipend	Total Staff Wage	Physicals	EIP	Uniforms PPE, Duty Uniform, Class A	Total cost w/ Healthcare, taxes, etc..			
					0.0765	0.26	0.0862											
												Total Cost		Recoverable revenue		Add'l. Funding		
Halfway EMS												\$1,413,130.72		\$1,151,275.00		\$261,855.72		
EMT (FT) (1 EMT per day)																		
	TBD	1	2/1	\$20.57	\$55,621.28	\$4,255.03	\$14,461.53	\$4,794.55	\$20,000.00	\$600.00	\$99,732.40	\$1,500.00	\$500.00	\$6,000.00	\$107,732.40			
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Timing of Transition on or after 7/1/2025	Total Salaries	Recoverable Revenue	Needed Budget
		Includes revenue from 2nd ambulance being staffed	
Halfway EMS	\$1,413,130.72	\$1,151,275.00	\$261,855.72

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2025, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the “County”), and the VOLUNTEER FIRE COMPANY OF HALFWAY, Inc., a Maryland non-profit corporation (the “Station”).

RECITALS

WHEREAS, the Division of Emergency Services (the “Division”) was created by the County for the purpose of administering the County’s affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station wishes to participate in the organizational component of the Division by cooperating with the County to facilitate the transition of the full-time and part-time Station employees to County employment.

WHEREAS, the parties agree that this MOU shall serve as the guiding document setting forth the terms to which the parties will abide.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Definitions.

- a. Authority Having Jurisdiction (AHJ). The Board of County Commissioners of Washington County, MD by resolution (RS-2014-17) maintain the Authority Having Jurisdiction over all matters involving fire, rescue and emergency medical serves in Washington County, MD.
- b. County Personnel. (“County Personnel”) County Fire/EMS employees assigned to various Volunteer Stations and/or apparatus throughout Washington County to provide fire and emergency medical services. County Personnel are supervised and managed by the Director, or his/her designees and are subject to Volunteer Station assignment changes at the discretion of the Director.
- c. Division. The Division of Emergency Services (“DES”) serves as the oversight agency on behalf of the Washington County Board of County Commissioners on all matters involving fire, rescue, and emergency medical services for Washington County, Maryland. The Division shall include County Personnel operating under the management of the Division Director (the “Director”).
- d. New Employees. All eligible full-time and all eligible part-time employees of the Station, as of the date of this MOU, to be hired by the County pursuant to the terms herein.

- e. Property. Real and personal property including apparatus(es), vehicles, and equipment.
- f. Washington County Volunteer Fire and Rescue Association (WCVFRA). A volunteer Association representing the 26-volunteer fire and EMS companies that are authorized to operate in Washington County, MD. The WCVFRA provides administrative and operational guidance to the volunteer fire and EMS companies within Washington County, MD.
- g. Volunteer Fire and Rescue Stations. (“Volunteer Stations”) Independent, legally incorporated non-profit organizations responsible for their own corporate administrative affairs, including but not limited to members, employees, risk management, investments, and the management of their assets. The Volunteer Stations are officially recognized by the County to provide fire, rescue, and emergency medical services in accordance with the policies, procedures, and laws of the County and the Division.
- h. Washington County Fire and EMS Volunteers. (“Volunteers”) All Volunteer Station fire and emergency medical services volunteers performing duties without promise, expectation, or receipt of compensation for services rendered.

2. Transfer of Current Employees.

- a. The County agrees to hire all current full-time and part-time employees of the Station (“Station Employees”), which shall be conditioned on the successful completion of the County’s standard hiring process (See Appendix A) consisting of the following:
 - i. Submittal of completed application for County employment,
 - ii. Completion of an EMS Oriented Physical Abilities Test,
 - iii. Physical examination,
 - iv. Background check,
 - v. Psychological evaluation, and
 - vi. Alcohol and Substance Use Testing.
- b. All full-time New Employees will be hired as regular full-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly or salary wage rate paid while a Station Employee.
- c. All part-time New Employees will be hired as regular part-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly wage rate paid while a Station Employee.
- d. The Station will provide the County with payroll documentation showing the current wages of the Station Employees. The County will not honor any increase in wage or salary given by the Station to a Station Employee after the start of the County’s current fiscal year, July 1, 2023, that was not enacted as

part of regular step-increases, promotion or otherwise within the normal course of operations of the Station, as the case may be.

- e. New Employees will serve a 1-year probationary period.
- f. New Employees' eligibility for defined benefit participation and leave accruals shall be in accordance with existing policy as promulgated by the County's Department of Human Resources (See Appendix A), in the Employee Handbook or on the County's Human Resources webpage. [Personnel Policies - Washington County \(washco-md.net\)](http://washco-md.net/PersonnelPolicies).
- g. Seniority for full-time New Employees within the Division, as to priority for scheduling, Kelly Days, and vacation approvals, will be determined by current Division practices. General County employment seniority shall follow standard Human Resources Department policies.
- h. The County assumes no liability for any compensation owed to Station Employees by Station, including but not limited to: wages, back-pay, accumulated vacation time or sick leave, health insurance liabilities, retirement or other deferred compensation plan, or any other amount or sum due and owing to a Station Employee.
- i. The provisions of this Section 2, shall apply only to those Station Employees employed by the Station as of the date of this MOU. Nothing contained herein shall be construed as an ongoing, open, or rolling hiring process. The Station shall provide a list of the full-time and part-time Station Employees requesting to be hired by the County.

3. County Personnel and Volunteer Relations.

- a. Assignment and Scheduling of County Personnel
 - i. The Division agrees to provide staffing to the Station based upon available resources and Division priorities.
 - ii. The Division shall have sole responsibility and final authority over the assignment and /or schedule of County Personnel.
 - iii. Within the limits of ability, the Division will provide the Company with access to the Division scheduling program or provide a copy of the scheduled Division coverage for their station.
 - iv. The County shall provide liability coverage for the acts and omissions of County Personnel that are committed within the scope of their public duties and employment. The County will make a copy of its insurance coverage for County Personnel available to the Volunteer Station for file.

4. Management of County Personnel.

- a. The County, through its oversight of the Division will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all County Personnel.
- b. County Personnel are subject to Washington County Personnel Rules and Regulations (See Appendix A).
- c. A copy of the Washington County Personnel Rules and Regulations will be provided to the Volunteer Station Chief or designee.
- d. Any violation of a Volunteer Station or Company policy should be reported to the assigned Division Regional Officer who will either refer the issue as appropriate, or conduct an appropriate inquiry, and determine an appropriate course of action, in accordance with the County's progressive discipline policy (See Appendix A).
- e. The Division maintains responsibility for all matters involving the conduct and services provided by Division personnel, regardless of the equipment, apparatus, or the facility being used or represented.
- f. The County shall be responsible for all compensation and benefits of County Personnel, including the worker's compensation coverage for County Personnel assigned to the Volunteer Station.
- g. To the extent possible, County Personnel shall operate under the policies and procedures of the Volunteer Station, provided no conflict exists with County policy or regulation. Copies of these policies must be provided to the Director or his/her designee prior to County Personnel placement at the Station and any amendments or new policies shall be provided to the Director as they are implemented. Station specific administrative rules and regulations will not be altered, amended, or deleted by the Director unless mutually agreed upon, in writing by the leadership of the Volunteer Station. It is highly recommended that the Volunteer Station post all applicable rules or regulations for County Personnel in a space accessible to County Personnel. To the extent there is an unresolvable conflict, the County policy shall control.
- h. County Personnel will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the Station's property whose general primary purpose is revenue generation, such as bingo halls, carnival grounds, banquet facilities, and activities buildings.
- i. On-duty County Personnel may not be requested and shall not assist in the Volunteer Station's gaming or fund-raising activities, such as but not limited to, selling raffle tickets, working bingo, working a carnival booth, or selling food.

- j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.
- k. The Station shall provide apparatus and other vehicles (Station and/or Division owned) to County Personnel assigned to the Station to enable County Personnel to perform their duties, including driver's training, incident responses, Station supported/authorized training, public education and community related events and activities. County Personnel and Volunteers may operate only the vehicle they are licensed and approved to operate under the Division and Station standard operating procedures and standard operating guidelines. Station and the Director shall establish other criteria governing the use of the Station and Division-owned vehicles. Director shall not lessen any Station mandated standards for operation of any equipment.
- l. Station shall be responsible for ensuring all maintenance and inspections are performed on Station-owned apparatus and vehicles and that said apparatus and vehicles have current certifications and have passed all required inspections as required by all federal, state, or local laws or regulations.
- m. As needed, the Volunteer Station will provide housing space, inside the facility, for Division assigned apparatus.

5. Station Obligations to County Personnel. Station agrees to provide the following for County Personnel:

- a. At a minimum, the Station must purchase and maintain fully functional and adequately equipped (per County standards and State requirements) EMS transport unit(s) (ambulance). The units will be of a sufficient quantity for the number of EMT(s) and/or Paramedic(s) assigned to the station. As of the effective date of this MOU, the parties acknowledge that the Station currently maintains two (2) ambulance units. Nothing in this section shall be interpreted as to constitute a waiver, by the County, of its full and absolute authority and discretion to administer the provision of fire, rescue, and emergency medical services in Washington County.
 - i. For the purposes of defining the number of required transport units, each transport unit is regularly assigned 2 providers for the time the unit is required to be in service.
- b. A workplace that is compliant with all safety standards and codes.
- c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).
- d. Adequate parking for each assigned County Personnel.

- e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.
- f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.
- g. One secure locker for each County Personnel regularly assigned to work at the Station to accommodate a uniform change and house personal hygiene items. (Suggested 12"W x 18"D x 72"H)
- h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.
- i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.
- j. At a minimum, a functional telephone in the sleeping areas of the Station.
- k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within the Volunteer Station, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County's Worker's Compensation insurance or employees and volunteers.
- l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.
- m. Adequate cleaning supplies and equipment for County Personnel use and for Station maintenance.
- n. Access to audio visual equipment in the Station for training programs.
- o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County's sole cost and expense. County agrees to perform all restorative acts necessary to return Station to good condition immediately following any installation.

- p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

6. County/Division Obligations to Stations.

- a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.
- b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.
- c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in the Station. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.
- d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.
- e. Complaints (Volunteer) (See Appendix B)
 - i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
 - ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
 - iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
 - iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
 - v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.
- f. Complaints (Division) (See Appendix B)
 - i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.

- ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.
 - iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.
- g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station discipline involves a Volunteer’s removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.
- h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.
- i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

7. Budget and Funding.

- a. Upon the County’s hiring of the New Employees and subsequent staffing of the Station, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.
- b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.
- c. Upon the County’s hiring of the New Employees, the County shall cease providing the health insurance subsidy and the staffing subsidy previously provided to the Station.
- d. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:
 - i. Senator Amoss 508 funding,
 - ii. State Gaming funding,

- iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
 - iv. County Fuel and Maintenance programs, and
 - v. Property, casualty, liability and vehicle insurance.
- e. The Division will assume EMS billing responsibility upon placement of County Personnel in the Station.
- f. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate EMS billing.
- g. The County will establish billing rates upon the County assuming EMS billing for the Company.
- h. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

8. Indemnification and Insurance.

- a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.
- b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.
- c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.
- d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.

- e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.

9. Term. The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.

10. Governance. The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Understanding of the Parties. This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:

VOLUNTEER FIRE COMPANY OF
HALFWAY, INC.

BY: _____ (SEAL)

Name:

Title:

WITNESS:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

BY: _____ (SEAL)
John F. Barr, President

Approved as to form for execution by the County:

Zachary J. Kieffer
Assistant County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B

CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working hours

Situations requiring escalation and/or notification to the Deputy Director and Director

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

Situations requiring escalation to the Operations Manager-Fire

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

Situations requiring escalation to DES Station Officer

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence