



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**

**July 15, 2025**

### **OPEN SESSION AGENDA**

**(REVISED)**

- 9:00 AM      INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*  
APPROVAL OF MINUTES: *June 10, 2025*
- 9:05 AM      COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM      STAFF COMMENTS
- 9:25 AM      1. GENERAL GEORGE WASHINGTON SCULPTURE PROJECT  
*Al Martin, Committee Chair; Toby Mendez, World-Renowned Sculptor; Tom Riford, Committee Member; and other members of the Committee*

#### ***Convene as the Board of Health***

- 9:35 AM      2. MD MEDICAL ASSISTANCE NON-EMERGENCY TRANSPORTATION CONTRACT  
*Earl Stoner, Health Officer, Washington County Health Department*

#### ***Reconvene as the Board of County Commissioners of Washington County***

- 9:40 AM      3. SOLE SOURCE PROCUREMENT AWARD (PUR-1761) FOR HORIZON GOODWILL INDUSTRIES YOUTH SHELTER IN WASHINGTON COUNTY, MARYLAND  
*Brandi Kentner, Director, Purchasing; Richard Lesh, Grant Manager, Grant Management*
4. SOLE SOURCE PROCUREMENT AWARD (PUR-1760) – FAMILY CENTERED SUPPORT SERVICES IN WASHINGTON COUNTY, MARYLAND  
*Brandi Kentner, Director, Purchasing; Richard Lesh, Grant Manager, Grant Management*
5. SOLE SOURCE PROCUREMENT AWARD (PUR-1763) - SCHOOL BASED MENTAL HEALTH PROGRAM IN WASHINGTON COUNTY, MARYLAND  
*Brandi Kentner, Director, Purchasing; Richard Lesh, Grant Manager, Grant Management*

- 9:50 AM      6. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0197)  
DELL COMPUTERS  
*Brandi Kentner, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology*
7. REJECTION OF REQUEST FOR PROPOSAL (PUR-1744) AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) BUILDING DEMOLITION; AIRPORT OPERATIONS AREA (AOA) FENCE/ACCESS GATE REALIGNMENT  
*Brandi Kentner, Director, Purchasing; Neil Doran, Director, Hagerstown Regional Airport*
- 9:55 AM      8. BID AWARD (PUR-1738) – LEASE TWO (2) NEW TRANSIT VEHICLES  
*Carin Bakner, Buyer, Purchasing; Shawn Harbaugh, Director, Transit*
9. CONTRACT RENEWAL (PUR-1620) DUMPSTER SERVICES AT CONOCOCHEAGUE WWTP AND CLEAN COUNTY  
*Carin Bakner, Buyer, Purchasing; Mark Bradshaw, Director, Environmental Management*
- 10:05 AM    10. HEAT STRESS POLICY 2025  
*Chip Rose, Director, Human Resources; Brian Overcash, Training and Safety Coordinator, Human Resources*
- 10:10 AM    11. SMITHSBURG WWTP ENERGY CONSUMPTION INCENTIVE  
*Joe Moss, Deputy Director – Engineering, Environmental Management*
- 10:15 AM    12. GOVERNOR’S BUDGET FY24 CAPITAL APPROPRIATIONS GRANT  
*Maria Kramer, Director, Grant Management; David Hays, Director, Emergency Services*
- 10:20 AM    13. COST RECOVERY BILLING FOR HAZARDOUS SPILL RESPONSE  
*Kelcee Mace, Chief Financial Officer*
- 10:25 AM    14. FY25 BUDGET ADJUSTMENT  
*Kelcee Mace, Chief Financial Officer*
- 10:30 AM    15. AGRICULTURE – FACES OF FARMING PRESENTATION  
*Kelsey Keadle, Business Specialist – Agriculture, Business and Economic Development*
- 10:35 AM    16. WASHINGTON COUNTY BOARD OF SOCIAL SERVICES – APPOINTMENT  
*Dawn Marcus, County Clerk*
17. TRI-COUNTY COUNCIL FOR WESTERN MARYLAND – APPOINTMENT  
*Dawn Marcus, County Clerk*

10:40 AM 18. WASHINGTON COUNTY HISTORICAL SOCIETY, COMMISSIONER  
CONTINGENCY FUNDING REQUEST

*Michelle Gordon, County Administrator*

10:45 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.*

- *Update regarding fire company volunteer*
- *Recommended termination of County employee.*

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

- *Update and legal advice from County Attorney on County-involved legal matter.)*

11:30 AM RECONVENE IN OPEN SESSION

ADJOURNMENT

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

***You may also contact each Commissioner individually at:***

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

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

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

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

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

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

Open Session Item

**SUBJECT:** General George Washington Sculpture Project

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Al Martin (committee chair), Toby Mendez (world-renowned sculptor), Tom Riford (committee member), and members of the committee

**RECOMMENDED MOTION:** Accept committee report, accept the sculpture design, approve continuing to move forward with the project, for completion by Washington County 250th

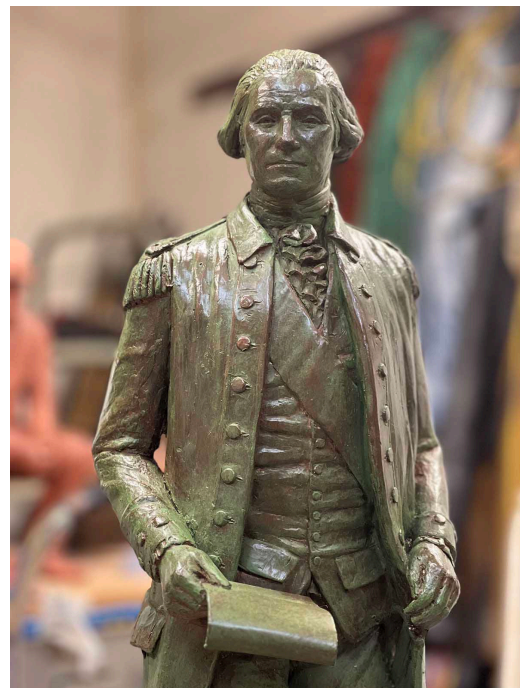
**REPORT-IN-BRIEF:** The first major milestone for the General George Washington Sculpture Project has been completed. The two-foot-high clay “maquette” has been created and accepted by the committee. The process and design explanation will be presented by Toby Mendez, and the committee will update the commissioners on next steps. The maquette will be formally accepted by the Washington County Board of County Commissioners, as the project continues to move forward.

**DISCUSSION:** The BOCC has helped with first approvals for the location and with some early “seed” funding, to allow the project to move forward (September 2024). There is no full-size statue of General Washington in Washington County, and the plan is to install this life-size statue in time for the 250th Anniversary of Washington County, Maryland.

**FISCAL IMPACT:** The BOCC can choose to continue to assist in funding the project.

**CONCURRENCES:**

**ATTACHMENTS:**





## Agenda Report Form

### Open Session Item

**NOTE:** The Board will need to convene as the *Board of Health* when considering this request.

**From:** Michelle Hutchinson, Purchasing-Washington County Health Dept.

**SUBJECT:** MD Medical Assistance Non-Emergency Transportation Contract

**PRESENTATION DATE:** July 15<sup>th</sup>, 2025

**PRESENTATION BY:** Earl Stoner, Health Officer

**RECOMMENDED MOTION:** The WCHD Health Department is recommending that the *Board of Health* approve the contract with AM-VAN Inc. (dba AAA Transport) in the amount of \$1,220,125.00. For the contract period of July 1<sup>st</sup>, 2025, through June 30<sup>th</sup>, 2026.

**REPORT-IN-BRIEF:** Earl Stoner, Health Officer of the Washington County Health Department recommends the approval of the NEMT to the AM-VAN Inc. (dba AAA Transport) for the provision of medical assistance non-emergency transportation services to qualified Washington County residents for non-emergency appointments. This contract is a fixed unit price for each transportation mode.

### DISCUSSION:

**FISCAL IMPACT:** 100% of the funding for this contract is provided through a Maryland Medicaid Program through a grant to the Washington County Health Department. No additional funding is being requested currently.

### CONCURRENCES:

**ATTACHMENTS:** Contract

**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH**  
**FY26 – F738N-0881**  
**AM-Van, Inc (dba AAA Transport)**

THIS CONTRACT (the "Contract"), is made as of the 27th day of June, 20 25 By and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

AM-Van, Inc. (dba AAA Transport)

("Contractor") whose principal office in Maryland is  
1315 Marlboro Rd., Lothian, Maryland 20711

and whose principal business address is

Same

The parties agree as follows:

**1. Scope of Contract.**

- (a) The Contractor shall provide the following goods or services:

Renewal with Contractor as Option 2 (period of July 1st, 2025, through June 30th, 2026) of initial contract of RFP # WCHD-2022-01. An amendment of the Medicaid Non-Emergency Medical Transportation (NEMT) Policy # 10.09.19.02B & 10.09.36.01 (B)(15)(a) (I-iii) Duplicate Riders Manuel has prompted a fee schedule change and is attached as Exhibit A.

The scope of work or solicitation dated XXX is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated \_\_\_\_\_ is attached and incorporated by references as Exhibit \_\_\_\_\_. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

**2. Term of Contract.** The term of this Contract shall be for the period of July 1st, 20 25 through June 30th, 20 26.

**3. Compensation and Method of Payment.**

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor.  
**At the current FY26 Fee Schedule as noted as Exhibit A for RFP # WCHD-2022-01 Option Year # 2.**
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 52-1672274. The Contractor's Social Security Number is \_\_\_\_\_ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number – Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to [wchd.invoice@maryland.gov](mailto:wchd.invoice@maryland.gov). All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name.
- Remittance address.
- Federal taxpayer identification number.
- Invoice period.
- Invoice date.
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

#### **Supporting Documentation Requirements**

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail the amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

#### **Onsite Visit/Audit**

For service contracts, the Washington County Health Department will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that the service is being performed at a specific time, it may be unannounced.

4. **Procurement Officer.** The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination here under, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
7. **Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damage caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.



8. **Termination for non-appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, or any software license acquired hereunder.
11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
12. **Contract Monitor - The contract monitor is [Robin Mangold](#).**



## Exhibit A

### Washington County Medical Assistance Transportation

July 1st, 2025 – June 30th, 2026  
Medical Assistance Fee Schedule

|  |          |
|--|----------|
| Ambulatory/Sedan Transport Base to include 1st Mile  | \$45.00  |
| Ambulatory/Sedan Transport Mileage rate billed to 1/10th mile  | \$3.00   |
| Ambulatory/Sedan Transport Base Rate for additional passengers<br>(There will be no charge for mileage accrued by additional rider unless original rider exits before completion of 2nd rider trip, and so on for additional riders) | \$45.00  |
| Wheelchair/Mixed Van Base Rate to include 1st mile   | \$68.00  |
| Wheelchair/Mixed Van Mileage rate billed to 1/10th of a mile   | \$3.00   |
| Wheelchair/Mixed Van Base Rate for additional passengers<br>(There will be no charge for mileage accrued by additional riders unless original rider exits before completion of 2nd rider trip, and so on for additional riders)      | \$68.00  |
| Ambulance Base Rates to include the 1st Mile:  |          |
| Basic Life Support   | \$295.00 |
| Advanced Life Support  | \$425.00 |
| SCT/Critical Care Transport  | \$950.00 |
| Neonatal   | \$950.00 |
| Bariatric Up charge any Level  | \$200.00 |
| Ambulance Mileage Rates to be billed to the 1/10th of a mile:  |          |
| Basic Life Support   | \$9.00   |
| Advanced Life Support  | \$9.00   |
| SCT/Critical Care Transport  | \$9.00   |
| Neonatal   | \$9.00   |

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR**  
**AM-Van, Inc. (dba AAA Transport)**

**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH**  
**WASHINGTON COUNTY HEALTH DEPARTMENT**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
James L. Pixton Jr., General Manager  
(Printed Name and Title)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Earl Stoner, Health Officer  
(Printed Name and Title)

\_\_\_\_\_  
Date

Attachments: Exhibit A: Scope of Work or Solicitation



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Procurement Award (PUR-1761) for Horizon Goodwill Industries Youth Shelter Initiative in Washington County, Maryland

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Brandi Naugle, CPPO, Purchasing Director, and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Motion to approve a Sole Source procurement to Horizon Goodwill Industries in the amount of \$60,528 for enhancements to existing services offered to homeless youth contingent upon approval of the funding award from the Governor's Office for Children and as approved by the Washington County Local Management Board at its meeting on Friday, March 21, 2025.

**REPORT-IN-BRIEF:** The purpose of the service to be provided is to fulfill the requirements contained in a Community Partnership Agreement to be entered into and dated on or about July 1, 2025, by and between the Board of County Commissioners of Washington County, Maryland and the State of Maryland acting through the Governor's Office of Crime Prevention, Youth, and Victim Services which, in turn, is acting through the Washington County Office of Grant Management (OGM). The contract is for a one-year period commencing on July 1, 2025 and ending June 30, 2026, with an option to renew for two (2) additional consecutive one (1) year periods through fiscal year 2028. It is the intent of the Local Management Board supported by the contract with the Governor's Office to support the operations of Horizon Goodwill Industries for enhancements to existing services offered to youth experiencing homelessness.

**DISCUSSION:** The OGM wishes to apply Section 1-106.2(a)(1) to the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. This section states that sole source procurements are authorized and permissible when: (1) only one source exists that meets the County's requirements.

This request requires the approval of four (4) out of the five (5) 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 a notice of 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.

**FISCAL IMPACT:** The total funding allocated is \$60,528.

**CONCURRENCES:** The Local Management Board approves the submission of the proposal and recommends the acceptance of the award.

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

**ATTACHMENTS:** Scope of Services

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

Youth Shelter Initiative / Horizon Goodwill Industries  
Scope of Work for services provided July 1, 2025, through June 30, 2026

Scope of Work:

The Youth Homeless Shelter will expand shelter capacity for unaccompanied homeless youth. Horizon Goodwill Industries (HGI) will provide a safe and supportive environment for youth ages 16 to 24. These accommodations include separate buildings for male and female participants, 1 family apartment and 1 double room unit for a single mother requiring shelter for herself and child. These shelter locations are intended to serve 20 participants. While residing at the shelter, they will be connected to essential services and employment opportunities. These services and opportunities are designed to facilitate the youth's transition toward stable housing and financial independence.

The participants of the Youth shelter are provided case management and support through HGI who connect them with various public supports that include but are not limited to: SNAP benefits, education assistance and testing, Health services, Mental health services, childcare, workforce development and paid workforce training for up to 30 days through HGI's workforce development.

The target population for this program is disconnected youth between the ages of 16 and 24 who are deemed homeless by the definition of the Washington County Homeless Coalition.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Procurement Award (PUR-1760) - Family Centered Support Services in Washington County, Maryland

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to award a Sole Source procurement to the Washington County Department of Social Services in the amount of \$91,464 for Operating expenses of the Family Center operated by the Washington County Department of Social Services (WCDSS) contingent upon contract approval and the subsequent funding award from the Maryland Governor's Office for Children (GOC) and was approved by the Washington County Local Management Board at its meeting on March 21, 2025.

**REPORT-IN-BRIEF:** The purpose of the service to be provided is to fulfill the requirements contained in a Community Partnership Agreement to be entered into and dated on or about July 1, 2025, by and between the Board of County Commissioners of Washington County, Maryland and the State of Maryland acting through the Sub-Cabinet Children's Cabinet Interagency Fund (CCIF) which, in turn, is acting through the Washington County Office of Grant Management (OGM). The contract is for a one-year period commencing July 1, 2025, and ending June 30, 2026, with an option by the Board to renew for two (2) additional consecutive one (1) year periods through fiscal year 2028. It is the intent of the Local Management Board supported by the contract with the Governor's Office for Children (GOC) to support the operations of the Family Center to provide Family Centered Support Services which is operated by the Washington County Department of Social Services.

**DISCUSSION:** The OGM wishes to apply Section 1-106.2(a)(1) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. This section states that sole source procurements are authorized and permissible when: (1) Only one source exists that meets the County's requirements.

This request requires the approval of four (4) of the five (5) 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.

**FISCAL IMPACT:** The total funding allocated is \$91,464. No county funds are being requested.

**CONCURRENCES:** The Local Management Board recommends this award.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Scope of Work

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



Family Centered Support Services  
Washington County Family Center / Washington County Department of Social Services  
Scope of Work for services provided July 1, 2025 thru June 30, 2026

The Washington County Family Center (WCFC) in collaboration with the Washington County Board of Education and Hagerstown Community College provides on-site childcare for young children (generally up to age 4) of parents who are enrolled in classes at the WCFC to complete their high school diploma, General Equivalency Diploma, or Maryland External Diploma. Programs at the WCFC include education on parenting and life skills provided through the National Nurturing Program curriculum, home visiting services, transportation, and case management services. The WCFC offers childcare within its facility while parents attend classes. Childcare is a critical service component of the WCFC and its availability often determines how many program participants can be enrolled in educational classes and other services.

The WCFC childcare staff who are supported by funds under this Contract shall receive training as required by the WCFC and the State of Maryland childcare regulations. Childcare staff shall also implement the Ages and Stages Questionnaire assessment tool at the required intervals with the parents of each child served. Children with suspected developmental delays shall be referred for early intervention services as appropriate.

The target population for this program is parents of young children who do not have a high school diploma and pregnant or parenting teens at risk for dropping out of high school. In addition, newborns to four-year-old children shall receive developmentally appropriate childcare and developmental screenings.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Procurement Award (PUR-1763) – School Based Mental Health Program in Washington County, Maryland

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to award a Sole Source procurement to Brook Lane in the amount of \$283,335 for Operating expenses for the School Based Mental Health Program contingent upon contract approval and the subsequent funding award from the Maryland Governor's Office for Children (GOC) and was approved by the Washington County Local Management Board at its meeting on March 21, 2025.

**REPORT-IN-BRIEF:** The purpose of the service to be provided is to fulfill the requirements contained in a Community Partnership Agreement to be entered into and dated on or about July 1, 2025, by and between the Board of County Commissioners of Washington County, Maryland and the State of Maryland acting through the Sub-Cabinet Children's Cabinet Interagency Fund (CCIF) which, in turn, is acting through the Washington County Office of Grant Management (OGM). The contract is for a one-year period commencing July 1, 2025 and ending June 30, 2026. It is the intent of the Local Management Board supported by the contract with the Governor's Office for Children (GOC) to support the operations of the School Based Mental Health Program.

**DISCUSSION:** The OGM wishes to apply Section 1-106.2(a)(1) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. This section states that sole source procurements are authorized and permissible when: (1) Only one source exists that meets the County's requirements.

This request requires the approval of four (4) of the five (5) 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.

**FISCAL IMPACT:** The total funding allocated is \$283,335. No county funds are being requested.

**CONCURRENCES:** The Local Management Board recommends this award.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Scope of Work

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

Family Centered Support Services  
Washington County Family Center / Washington County Department of Social Services  
Scope of Work for services provided July 1, 2025, thru June 30, 2026

The Washington County Family Center (WCFC) in collaboration with the Washington County Board of Education and Hagerstown Community College provides on-site childcare for young children (generally up to age 4) of parents who are enrolled in classes at the WCFC to complete their high school diploma, General Equivalency Diploma, or Maryland External Diploma. Programs at the WCFC include education on parenting and life skills provided through the National Nurturing Program curriculum, home visiting services, transportation, and case management services. The WCFC offers childcare within its facility while parents attend classes. Childcare is a critical service component of the WCFC and its availability often determines how many program participants can be enrolled in educational classes and other services.

The WCFC childcare staff who are supported by funds under this Contract shall receive training as required by the WCFC and the State of Maryland childcare regulations. Childcare staff shall also implement the Ages and Stages Questionnaire assessment tool at the required intervals with the parents of each child served. Children with suspected developmental delays shall be referred for early intervention services as appropriate.

The target population for this program is parents of young children who do not have a high school diploma and pregnant or parenting teens at risk for dropping out of high school. In addition, newborns to four-year-old children shall receive developmentally appropriate childcare and developmental screenings.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0197) – Dell Computers

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Brandi Naugle, CPPO, Buyer, Purchasing Department, and Josh O’Neal, Chief Technical Officer, Information Technology

**RECOMMENDED MOTION:** Move to authorize by Resolution, the approval of the purchase for the replacement of outdated computers for several county departments from Dell Technologies of Round Rock, TX at the contracted pricing totaling \$141,677.72 based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #01-143.

**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 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 from the direct cost savings in the purchase of these computers because of the 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 computers by utilizing the Omnia - NCPA contract and eliminating our county’s bid process would result in administrative and cost savings for the Department of Information Technologies and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department’s Capital Improvement Plan 600600-30-11000-COM011 Information Systems Replacement Program.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Dell Technologies quote dated June 25, 2025

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

## RESOLUTION NO. RS-2025-

### *(Intergovernmental Cooperative Purchase [INTG-25-0197] Dell Computers)*

#### 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 Information Systems Department seeks to purchase replacements for outdated computers for several County departments from Dell Technologies of Round Rock, Texas, at the contracted pricing totaling \$141,677.72, based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #01-143.

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 Information Systems Department is hereby authorized to purchase replacement computers for several County departments from Dell Technologies of Round Rock, Texas, at the contracted pricing totaling \$141,677.72, based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #01-143.

Adopted and effective this \_\_\_\_ day of July, 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



**From:** [Desiree.Young@dell.com](mailto:Desiree.Young@dell.com)  
**To:** [Repp, Crista](#)  
**Cc:** [Desiree.Young@dell.com](mailto:Desiree.Young@dell.com)  
**Subject:** Your Dell Quote 3000191583973.2  
**Date:** Wednesday, June 25, 2025 3:26:09 PM

**WARNING!!** This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Any claims of being a County official or employee should be disregarded.



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 25, 2025**.

You can download a copy of this quote during checkout.

**Place your order**

|                      |   |                   |  |
|----------------------|---|-------------------|--|
| <b>Quote Name:</b>   | <b>FY26 Replacements</b>                                    | Sales Rep         | Desiree Cook   |
| <b>Quote No.</b>     | <b>3000191583973.2</b>                                      | Phone             | 1(800) 4563355,<br>6179367                                     |
| <b>Total</b>         | <b>\$141,677.72</b>   | Email             | Desiree.Young@dell.com   |
| Customer #           | 23991352  | <b>Billing To</b> | ACCOUNTS PAYABLE   |
| Quoted On            | Jun. 25, 2025   |                   | WASHINGTON   |
| Expires by           | Jul. 25, 2025   |                   | COUNTY INFO TECH   |
| Contract Name        | OMNIA-National<br>Cooperative Purchasing<br>Alliance (NCPA) |                   | 100 W WASHINGTON<br>ST STE 334<br>HAGERSTOWN, MD<br>21740-4748 |
| Contract Code        | C000001019611   |                   |  |
| Customer Agreement # | NCPA 01-143   |                   |  |

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Desiree Cook

| Product                             | Unit Price | Quantity | List Price | DOL    | Subtotal     |
|-------------------------------------|------------|----------|------------|--------|--------------|
| Dell Pro Tower QCT1250              | \$910.35   | 15       | \$2,005.18 | 54.60% | \$13,655.25  |
| Dell Pro Max Micro FCM2250 BTX BASE | \$1,652.00 | 18       | \$3,806.46 | 56.60% | \$29,736.00  |
| Dell Pro 16 (PC16250) BTX Base      | \$975.34   | 28       | \$1,990.49 | 51.00% | \$27,309.52  |
| Dell Pro Max 16                     | \$1,669.89 | 7        | \$3,910.76 | 57.30% | \$11,689.23  |
| Dell Pro Rugged, RB14250 BTX        | \$1,664.74 | 3        | \$3,699.43 | 55.00% | \$4,994.22   |
| Dell Pro Max Tower T2 BTX Base      | \$2,171.74 | 25       | \$5,170.82 | 58.00% | \$54,293.50  |
| Subtotal:                           |            |          |            |        | \$141,677.72 |
| Shipping:                           |            |          |            |        | \$0.00       |
| Non-Taxable Amount:                 |            |          |            |        | \$141,677.72 |
| Taxable Amount:                     |            |          |            |        | \$0.00       |
| Estimated Tax:                      |            |          |            |        | \$0.00       |
| Total:                              |            |          |            |        | \$141,677.72 |

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Rejection of Request for Proposal (PUR-1744) Aircraft Rescue and Fire Fighting (ARFF) Building Demolition; Airport Operations Area (AOA) Fence/Access Gate Realignment

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, Neil Doran, Hagerstown Regional Airport Director

**RECOMMENDED MOTION:** Move to take action, in the best interest of the County, and to request that the bid for the Aircraft Rescue and Fire Fighting (ARFF) Building Demolition; Airport Operations Area (AOA) Fence/Access Gate Realignment project be rejected. In accordance with FAA regulations, when there is only one bidder on a project, the FAA requires a cost analysis of the bid in comparison to the engineer's opinion of probable cost. In this case, with only one bid being received and the engineer's opinion of probable cost being \$1,489,350.00 and the bid coming in at \$2,997,800.00, the bid cannot be considered reasonable, and a favorable determination cannot be made. We are also requesting approval to re-advertise a revised document.

**REPORT-IN-BRIEF:** Notice of the Request for Proposal (RFP) was listed on the State of Maryland's "eMaryland Marketplace Advantage" (eMMA) website, on the County's website, on Euna's website, the County's new online bidding site, IonWave, and in the local newspaper. Twenty-Nine (29) persons/companies registered/downloaded the quote document online, and one (1) proposal was received for these services.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Bid Award (PUR-1738) – Lease Two (2) New Transit Vehicles

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Carin Bakner, Buyer - Purchasing Department and Shawn Harbaugh, Director of the Washington County Transit Department.

**RECOMMENDED MOTION:** Move to award the bid for Option A to Lease Two (2) New Latest Production Model Gasoline Engine Transit Vehicles for the JOBS Program from the responsible, responsive bidder, Hagerstown Ford, of Hagerstown, MD with the lowest bid price of \$39,216.32 per year for a Total Annual Lease Cost Over a 3-Year Period of \$122,310.72, contingent upon approval of the final Lease Agreement by the County Attorney's Office.

**REPORT-IN-BRIEF:** The department has leased vehicles for the Job Opportunity Bus Shuttle (JOBS) program since 2001, using funds provided by the Washington County Department of Social Services (DSS). The proposed lease for these vehicles includes warranty coverage for three (3) year/36,000 miles, bumper to bumper, and a Powertrain five (5) year/60,000 mile warranty. The lease will include a \$1.00 (one dollar) buyout at the end of the lease term.

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). Bids were received on May 7, 2025. Twenty-nine (29) persons/companies registered/ downloaded the bid document online. Three (3) bids were received.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the department's Account # 535055-44-44020 for the first payment of the Lease/Agreement.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Matrix Tabulation.

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

**PUR-1738**  
**Lease Two (2) New Transit Vehicles**

| Line | Description   | QTY | UOM | Hertrich Fleet Services Inc. |              | Sonny Merryman Inc. |              | Hagerstown Ford             |              |
|------|---|-----|-----|------------------------------|--------------|---------------------|--------------|-----------------------------|--------------|
|      |   |     |     | Total Price                  | \$108,396.00 | Total Price         | \$232,241.00 | <b><i>HARD COPY BID</i></b> |              |
|      |   |     |     | Unit                         | Extended     | Unit                | Extended     | Unit                        | Extended     |
| 1    | Option A: Annual Lease Payment in Advance for Two (2) New Transit Vehicles (Gasoline Engine Option) | 2   | EA  | \$54,198.00                  | \$108,396.00 | \$29,030.00         | \$58,060.00  | \$39,216.32                 | \$39,216.32  |
| 2    | Total Annual Lease Cost over a 3-Year Period  | 1   | EA  | No Bid                       | No Bid       | \$174,181.00        | \$174,181.00 | \$122,310.72                | \$122,310.72 |
| 3    | Option B: Annual Lease Payment in Advance for Two (2) New Transit Vehicles (Diesel Engine Option)   | 2   | EA  | No Bid                       | No Bid       | No Bid              | No Bid       | No Bid                      | No Bid       |
| 4    | Total Annual Lease Cost over a 3-Year Period  | 1   | EA  | No Bid                       | No Bid       | No Bid              | No Bid       | No Bid                      | No Bid       |
| 5    | (3-year lease);<br>State the Lease Interest Rate  |     |     | No Bid                       | No Bid       | 9.15%               | No Bid       | No Bid                      | No Bid       |

**Remarks / Exceptions:**

**Herlich Fleet Services, Inc.**

Estimated Delivery Date: 60 - 120 Days depending on manufacture  
No Lease Interest Rate Given

**Sonny Merryman, Inc.**

Estimated Delivery Date: 4 - 5 Months ARO

**Hagerstown Ford**

Estimated Delivery Date: 120 days  
No Lease Interest Rate Given

***Bids Due: May 7, 2025***



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Renewal (PUR-1620) Dumpster Services at Conococheague WwTP and Clean County

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Carin Bakner, Buyer, Purchasing Department; Mark Bradshaw, Division Director of Environmental Management

**RECOMMENDED MOTION:** Move to renew the contract for the Dumpster Services at Conococheague WwTP and Clean County to BFI Waste Services, LLC dba Republic Services of Hagerstown, MD based on its letter dated June 20, 2025 requesting a 5.2% increase for FY26, based on the US Bureau of Labor and Statistics Consumer Price Index.

**REPORT-IN-BRIEF:** The County accepted bids for the Dumpster Services at Conococheague WwTP and Clean County on May 31, 2023, and was awarded by the board on June 13, 2023. The bid was advertised on the State of Maryland's "*eMaryland Marketplace*" (eMMA) website and the County's website, and in the local newspaper. A total sum bid proposal was requested for the work, based on the unit pricing and estimated quantities set forth in the Form of a Proposal. The County guarantees no minimum or maximum number of services. The required on-call services are for the removal and disposal of waste from the above-referenced locations. Twelve (12) persons/companies registered and downloaded the bid document online and two (2) bids were received. The Contract period was for a one-year period which commenced August 1, 2023, with an option by the County to renew for up to two (2) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. If the Bidder wishes to renew the Contract, he/she must submit a letter of intent to the County's Director of Purchasing at least ninety (90) calendar days prior to the expiration of each contract year. The County reserves the right to accept or reject any request for renewal and any increase in costs for each specified location that the Bidder may request. This will be the second and final of two (2) optional one (1) year periods for renewal.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the department's account 545050-40-40010 for these services.

**CONCURRENCES:** Division Director of Environmental Management

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Letter of Intent to renew and CPI.



11710 Greencastle Pike. Hagerstown, Maryland 21740  
o 301.223.7272 f 301.223.8875 w republicservices.com

June 20, 2025

Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street  
Third Floor, Room 3200  
Hagerstown, MD 21740

RE: Contract Extension and Rate Adjustment effective 8/1/25 for Contract  
Dumpster Service at Conococheague WWTP and Clean County (Bid No. PUR-  
1620)

Dear Ms. Ketner,

On behalf of Republic Services of Hagerstown team, I would like to thank you for the opportunity of servicing Washington County Dumpster Service at Conococheague WWTP and Clean County service's needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste services.

In reference to our agreement for providing Dumpster Service at Conococheague WWTP and Clean County, we respectfully request that all rates for services we provide be adjusted by 5.2% based on CPI-Water/Sewer/Trash collection services effective 8/1/25. As you are probably aware, like many businesses we have incurred numerous cost increases including labor, steel, tires, and fuel over the last year. We appreciate your consideration of the aforementioned requests.

We appreciate your business and if you have any questions, please feel free to contact me at your convenience. We are proud of the partnership we share with the Washington County.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Neyman', written over a horizontal line.

John Neyman  
Manager Municipal Services  
[jneyman@republicservices.com](mailto:jneyman@republicservices.com)  
[302-420-5987](tel:302-420-5987)



| Expenditure category   | Relative importance Apr. 2025 | Unadjusted percent change |                    | Seasonally adjusted percent change |                     |                    |
|--|-------------------------------|---------------------------|--------------------|------------------------------------|---------------------|--------------------|
|  |                               | May 2024-May 2025         | Apr. 2025-May 2025 | Feb. 2025-Mar. 2025                | Mar. 2025-Apr. 2025 | Apr. 2025-May 2025 |
| College textbooks(1)(3)(11)  |                               | 10.0                      | 0.4                | 1.2                                | -0.2                | 0.4                |
| Information technology commodities(8)                                    | 0.702                         | -5.1                      | -0.1               | 0.4                                | 0.3                 | 0.1                |
| Computers, peripherals, and smart home assistants(1)(4)                  | 0.265                         | -3.5                      | 1.1                | 0.2                                | 0.7                 | 1.1                |
| Computer software and accessories(1)(2)                                  | 0.028                         | 6.1                       | -0.6               | 0.4                                | 3.2                 | -0.6               |
| Telephone hardware, calculators, and other consumer information items(2) | 0.409                         | -6.7                      | -0.9               | 0.5                                | -0.1                | -0.6               |
| Smartphones(1)(3)(12)  |                               | -14.3                     | -1.6               | -1.1                               | -0.6                | -1.6               |
| Alcoholic beverages(1)   | 0.830                         | 1.5                       | -0.1               | 0.2                                | 0.0                 | -0.1               |
| Alcoholic beverages at home  | 0.446                         | 0.2                       | -0.4               | 0.3                                | -0.1                | -0.4               |
| Beer, ale, and other malt beverages at home(1)                           | 0.152                         | 0.6                       | -0.4               | 0.0                                | 0.1                 | -0.4               |
| Distilled spirits at home(1)   | 0.103                         | 1.5                       | -0.4               | 1.1                                | 0.6                 | -0.4               |
| Whiskey at home(1)(3)  |                               | -1.8                      | 0.0                | 0.6                                | 0.5                 | 0.0                |
| Distilled spirits, excluding whiskey, at home(1)(3)                      |                               | 1.9                       | -0.9               | 1.4                                | 0.7                 | -0.9               |
| Wine at home   | 0.191                         | -0.9                      | -0.5               | 0.2                                | -0.8                | -0.3               |
| Alcoholic beverages away from home(1)                                    | 0.384                         | 3.1                       | 0.2                | 0.1                                | 0.2                 | 0.2                |
| Beer, ale, and other malt beverages away from home(1)(2)(3)              |                               | 3.1                       | 0.4                | 0.0                                | -0.1                | 0.4                |
| Wine away from home(1)(2)(3)   |                               | 2.3                       | 0.2                | 0.2                                | 0.6                 | 0.2                |
| Distilled spirits away from home(1)(2)(3)                                |                               | 3.7                       | -0.2               | 0.0                                | -0.2                | -0.2               |
| Other goods(8)   | 1.292                         | 2.9                       | 0.2                | 0.3                                | 0.3                 | 0.2                |
| Tobacco and smoking products(1)  | 0.483                         | 6.3                       | 0.8                | 0.6                                | 0.3                 | 0.8                |
| Cigarettes(1)(2)   | 0.364                         | 7.7                       | 0.8                | 0.6                                | 0.6                 | 0.8                |
| Tobacco products other than cigarettes(1)(2)                             | 0.114                         | 0.6                       | 0.9                | 0.9                                | -0.7                | 0.9                |
| Personal care products(1)  | 0.648                         | 0.5                       | -0.2               | 0.0                                | 0.1                 | -0.2               |
| Hair, dental, shaving, and miscellaneous personal care products(1)(2)    | 0.289                         | 1.3                       | 0.4                | -0.1                               | -0.3                | 0.4                |
| Cosmetics, perfume, bath, nail preparations and implements(1)            | 0.349                         | -0.3                      | -0.6               | 0.0                                | 0.5                 | -0.6               |
| Miscellaneous personal goods(2)  | 0.161                         | 1.8                       | -0.5               | 0.4                                | 1.2                 | -0.5               |
| Stationery, stationery supplies, gift wrap(3)                            |                               | 4.7                       | 0.2                | 0.5                                | -0.8                | 0.1                |
| Services less energy services  | 60.643                        | 3.6                       | 0.3                | 0.1                                | 0.3                 | 0.2                |
| Shelter  | 35.436                        | 3.9                       | 0.3                | 0.2                                | 0.3                 | 0.3                |
| Rent of shelter(13)  | 35.025                        | 3.9                       | 0.3                | 0.2                                | 0.4                 | 0.3                |
| Rent of primary residence  | 7.460                         | 3.8                       | 0.2                | 0.3                                | 0.3                 | 0.2                |
| Lodging away from home(2)  | 1.398                         | -0.9                      | 1.9                | -3.5                               | -0.1                | -0.1               |
| Housing at school, excluding board(13)                                   | 0.240                         | 3.8                       | 0.0                | 0.3                                | 0.3                 | 0.2                |
| Other lodging away from home including hotels and motels                 | 1.158                         | -1.7                      | 2.3                | -4.3                               | -0.2                | -0.1               |
| Owners' equivalent rent of residences(13)                                | 26.166                        | 4.2                       | 0.3                | 0.4                                | 0.4                 | 0.3                |
| Owners' equivalent rent of primary residence(13)                         | 24.973                        | 4.1                       | 0.3                | 0.4                                | 0.4                 | 0.3                |
| Tenants' and household insurance(1)(2)                                   | 0.411                         | 2.9                       | 0.8                | -0.3                               | 0.3                 | 0.8                |
| Water and sewer and trash collection services(2)                         | 1.085                         | 5.2                       | 0.2                | 0.2                                | 0.3                 | 0.2                |
| Water and sewerage maintenance(1)  | 0.741                         | 4.8                       | 0.1                | 0.3                                | 0.3                 | 0.1                |

#### Footnotes

- (1). Not seasonally adjusted.  
(2). Indexes on a December 1997=100 base.  
(3). Special index based on a substantially smaller sample.  
(4). Indexes on a December 2007=100 base.  
(5). Indexes on a December 2005=100 base.  
(6). Indexes on a December 1986=100 base.  
(7). Indexes on a December 1993=100 base.  
(8). Indexes on a December 2009=100 base.  
(9). Indexes on a December 1990=100 base.  
(10). Indexes on a December 1983=100 base.  
(11). Indexes on a December 2001=100 base.  
(12). Indexes on a December 2019=100 base.  
(13). Indexes on a December 1982=100 base.  
(14). Indexes on a December 1996=100 base.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Heat Stress Policy 2025

**PRESENTATION DATE:** July 15, 2025.

**PRESENTATION BY:** Chip Rose, HR Director & Brian Overcash, Training & Safety Coordinator.

**RECOMMENDATION:** Staff is requesting a motion to adopt an official policy to address risks associated with Heat Stress.

**REPORT-IN-BRIEF:** Earlier this year OSHA's Maryland Department notified all State & County agencies that we needed to formalize our plans to address the risks associated with Heat Stress as the summer temperatures are approaching. Attached you'll find our recommendation for a new policy to address Heat Stress.

**DISCUSSION:** The purpose of this Heat Stress Work Policy is to outline the procedures and guidelines to protect employees from the dangers of heat stress. This policy aims to minimize the risk of heat-related illnesses by ensuring safe working conditions during periods of elevated air temperatures beyond 88 degrees. The policy applies to all employees who may be exposed to extreme heat conditions while performing work-related duties, including outdoor and indoor environments where heat exposure can occur. The policy formalizes preventive measures such as rest schedules, access to water, and Personal Protection equipment (PPE) that allows for dissipation, whenever possible. The policy also provides guidance for monitoring heat symptoms, first aid if symptoms are observed, and it defines responsibilities for both our employees and our supervisors.

We believe this policy will educate both our employees and our supervisors about the risks associated with Heat Stress and ultimately make it safer for our employees to work during the summer.

**FISCAL IMPACT:** NA

**CONCURRENCES:** Michelle Gordon, County Administrator.

**ATTACHMENTS:** Heat Stress Work Policy.

## **Heat Stress Work Policy**

### **Purpose**

The purpose of this Heat Stress Work Policy is to outline the procedures and guidelines to protect employees from the dangers of heat stress. This policy aims to minimize the risk of heat-related illnesses by ensuring safe working conditions during periods of elevated air temperatures beyond 88 degrees Fahrenheit.

### **Scope**

This policy applies to all employees who may be exposed to extreme heat conditions while performing work-related duties, including outdoor and indoor environments where heat exposure can occur.

### **1. Heat Stress Awareness**

Heat stress occurs when the body's ability to cool itself is overwhelmed by excessive heat, leading to conditions such as heat exhaustion, heat stroke, and dehydration. Recognizing the symptoms of heat stress early is essential in preventing serious health risks.

### **2. Risk Assessment**

A risk assessment must be conducted to evaluate the potential for heat stress based on factors such as:

- Environmental conditions (e.g., temperature, humidity, radiant heat)
- Physical activity level of employees
- Duration and frequency of exposure
- Protective clothing and equipment used
- Health status of employees (e.g., pre-existing medical conditions)

### **3. Preventive Measures**

To reduce the risk of heat stress, the following preventive measures will be implemented:

#### 3.1 Acclimatization

Employees shall be encouraged by supervisors to gradually increase their exposure to heat over a period of time, thus allowing their bodies to adapt to higher temperatures.

#### 3.2 Work/Rest Schedules

Subject to the limits of county employees, when working in hot conditions beyond 88 degrees Fahrenheit air temperature, employees may be asked to follow adjusted work/rest schedules. Employees, during especially hot conditions, shall generally be allowed to take a 10-minute rest in a shaded or cooler area after 30 or more minutes of strenuous work in the heat.

#### 3.3 Water and Hydration

At all times, County employees shall be provided with access to cool drinking water. As practicable, regular hydration breaks shall be encouraged with the suggestion that employees frequently drink small amounts (approximately 8 ounces every 20 minutes).

#### 3.4 Personal Protective Equipment (PPE)

When PPE must be worn, it should be designed to allow as much heat dissipation as possible. Where feasible, the use of lighter clothing and moisture-wicking materials shall be encouraged to help manage heat stress.

#### 3.5 Environmental Control

Shade, fans, or other practical cooling solutions, as available, may be provided to employees working outdoors or in hot indoor environments.

## **4. Heat Stress Monitoring and Signs**

### 4.1 Monitoring Environmental Conditions

The workplace Safety Officer or Supervisor shall monitor and record temperature and humidity levels during hot weather conditions (exceeding 88 degrees Fahrenheit air temperature). When the Heat Index reaches dangerous levels, additional precautions may be implemented.

### 4.2 Employee Symptoms

Employees should be trained to recognize symptoms of heat stress, which may include:

- Excessive sweating
- Dizziness or fainting
- Rapid heartbeat or breathing
- Nausea or vomiting
- Muscle cramps
- Headache
- Fatigue or weakness

### 4.3 Reporting Symptoms

Employees experiencing symptoms of heat stress should immediately report to their supervisor and seek medical attention as necessary. Supervisors will take immediate action to provide first aid, remove the employee from the hot environment, and seek further medical assistance if needed.

## **5. First Aid for Heat Stress**

In the event of heat-related illness, the following steps should be taken:

### 5.1 Heat Exhaustion

- Move the affected individual to a cool, shaded area.
- Provide cool fluids (water, sports drinks).
- Loosen tight clothing and apply cool compresses to the body.
- Allow the individual to rest until symptoms subside. If symptoms persist, seek medical attention.

### 5.2 Heat Stroke

- Call emergency medical services immediately.
- Move the affected individual to a cool, shaded area.
- Begin cooling the person with cold compresses, ice packs, or cool water. Do not give them fluids if they are unconscious or semi-conscious.

## **6. Training and Education**

All employees will receive training on the symptoms, prevention, and treatment of heat stress, with emphasis on recognizing early signs and responding appropriately. Supervisors and managers will be trained to monitor conditions and ensure that preventive measures are followed.

## **7. Employee Responsibilities**

Employees are responsible for:

- Recognizing and reporting signs of heat stress in themselves or coworkers.
- Following the hydration and work/rest schedules.
- Wearing appropriate clothing for hot conditions and using provided PPE.
- Taking breaks and using available cooling stations or shade when needed.

## **8. Supervisor Responsibilities**

Supervisors are responsible for:

- Monitoring work conditions and ensuring compliance with this policy.
- Providing the necessary equipment and resources to reduce heat stress risks.
- Enforcing the hydration and rest break protocols.
- Responding promptly to any reports of heat stress and taking appropriate action.

## **9. Review and Revision**

This policy will be reviewed annually, or more frequently as necessary, to ensure its effectiveness and to incorporate any changes in regulatory requirements or best practices.



## Agenda Report Form

### **OPEN SESSION ITEM**

**SUBJECT:** Smithsburg WWTP energy consumption incentive

**PRESENTATION DATE:** July 15, 2025

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

**RECOMMENDED MOTION:** Move to approve the proposed incentive credit for energy consumption at the Smithsburg WWTP.

**REPORT-IN-BRIEF:** The Potomac Edison Energy Solutions for Business Programs are meant to help offset some of the costs of energy-efficient equipment and projects. The incentives come in the form of a one-time payment after project completion. We pay into the programs every month on our electric bills via the EmPOWER MD surcharge. With projects like the one in Smithsburg, we get some of that money back because of the energy-efficiency measures we are taking. As long as energy savings can be quantified, there are rebates available for a multitude of projects. The project in Smithsburg qualifies for incentive dollars through the custom program where our one-time check will be paid out at \$.28/kWh saved.

**DISCUSSION:** We have been working with a Potomac Edison representative for customers that have projects that are designed with efficient equipment and controls such as our Smithsburg WWTP ENR Upgrade. After reviewing our specs for the type of equipment and controls we are installing, their engineers estimate that we will use less energy than prior to the upgrade which will result in us getting an incentive, one-time, payment based on what our usage is after the project is complete and on-line (their engineers estimate our incentive amount at \$25,965.02).

**FISCAL IMPACT:** Final value of the proposed incentive will be based on actual energy consumption for the Smithsburg WWTP measured, prior to, versus, after completion, of the Project.

**CONCURRENCES:** DEM Director

**ATTACHMENTS:** Program Application for signature.



Energy Solutions for Business offered by Potomac Edison | phone: 1-855-801-5803 | email: EnergySaveMD@clearesult.com

6/22/2025

John Barr  
Customer: WASH CO WATER & SEWER / Project Trade Ally: HRI INC  
16232 Elliott Pkwy  
Williamsport, MD 21795

Subject: Your application for the Energy Solutions for Business Program, EA-0003526529

Dear John Barr:

Thank you for your application for an Energy Solutions for Business incentive for your NC CUSTOM PROC EQP project. Completed applications are reviewed in the order received, and you will be notified if further information is needed. Please call 1-855-801-5803 if you have any questions about documentation requirements.

A total incentive of **\$25,965.02** based on an estimated annual energy savings of **84,302.00** kWh has been preapproved for your project based on your total project cost of **\$10,444,290.00**. Incentives are contingent on the installation of equipment as described in your application and will be adjusted to reflect changes to the scope of the project that may occur during implementation. You must notify program representatives in writing if your project implementation takes longer than the timeline listed below to complete. Potomac Edison reserves the right to decline payment of incentive funds above for any project without an approved exception request.

**Next Steps:**

- 1) Acknowledge the offer letter **within 30 days** via your application portal and upload a wet-signed copy of the offer acceptance. Please note that preapproved incentive funds listed above are NOT reserved until this step is complete.
- 2) Install Energy Conservation Measures (ECMs) **within 90 days** of offer acceptance. Please notify program representatives of any delay to your implementation timeline. If your Prescriptive project is not complete within 90 days, an approved exception is required.
- 3) After completing the equipment installation, submit a payment request with all required post-install documentation via your application portal dashboard **within 30 days** of project completion
- 4) By submitting a completed payment request, your project may be subject to post-installation inspection. Please review program terms and conditions for more details.

We look forward to working with you on this and future energy efficiency projects. Please contact me if you have any questions.

Sincerely,  
Alexandra Afari  
Senior Program Manager

cc:

Ron Ritter  
CALEB YOST

Disclaimer: FirstEnergy's Maryland utilities provide a Program Ally listing as a courtesy to customers, but does not approve, recommend, endorse or otherwise promote any Program Ally, vendor, manufacturer, distributor, contractor or any other provider of products and services that could potentially qualify for FirstEnergy's Energy Efficiency programs. FirstEnergy's utilities and CLEAResult provide this list of independent contractors as a convenience for customers seeking assistance with energy savings related products and services. Participating contractors are independent and are not affiliated with FirstEnergy, its utilities or CLEAResult. Customers are solely responsible for dealing directly with participating contractors in all aspects of their interaction including, but not limited to definition of scope of work, costs, contractual terms and conditions, and the level of accuracy required when estimating energy savings.

EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to [www.energysaveMD.com](http://www.energysaveMD.com).

By participating in these energy efficiency and peak demand reduction programs, customers agree to allow their utility to retain ownership of all Capacity Rights which refers to the demand reduction associated with any energy efficiency and peak demand reduction measure for which incentives were provided by the Company. Your utility will aggregate these energy efficiency demand reduction attributes into the PJM capacity market with proceeds being used to offset the program costs.





WASH CO WATER &amp; SEWER - EA-0003526529 Incentive Offer Letter 6/22/2025

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### Business Program Terms and Conditions

|  |  |
|--|--|
| <b>Definitions</b>                         | <p>FIRSTENERGY COMPANIES ("THE COMPANY" OR "COMPANIES") – The Potomac Edison Company.</p> <p>PROGRAM or PROGRAMS – Companies' programs approved by the Public Service Commission of Maryland ("PSC") for implementation under EmPOWER Maryland legislation. This application relates to the Business programs supporting energy efficiency in the Companies' Commercial and Industrial customer facilities including, municipal, government and institutional facilities.</p> <p>PROGRAM MANAGER – The party contracted by the Companies for management of the Programs.</p> <p>ENERGY-EFFICIENCY MEASURES – Any equipment or action eligible to receive a Program Incentive payment under the Program.</p> <p>PARTICIPANT (or PARTICIPANTS or PARTICIPATING CUSTOMERS) – Those non-residential retail electric service eligible customers of the Companies who participate in this Program.</p> <p>PROGRAM INCENTIVES – Refers to the monetary incentive, rebate or service that the Program provides to participating customers pursuant to the Program.</p> <p>CREDITS – Refers to the energy, capacity or environmental attributes from Alternative Energy Portfolio Standards (including Energy Efficiency and Demand Response) associated with measures for which incentives were provided, or PJM Capacity Credits.</p>   |
| <b>Eligibility</b>                         | <p>Participant or Participants as defined above and served by Potomac Edison as defined above. Residential customers are not eligible for incentives through the Commercial and Industrial Programs. Incentives are awarded only to Participants, or their assigned agents, for qualifying equipment ("Energy Efficiency Measures") that is installed in the State of Maryland at the location identified in this Application, and such Participants are responsible for compliance with the Terms and Conditions set forth herein.</p>  |
| <b>Compliance</b>                          | <p>The Participant is responsible to comply with all applicable laws, rules and regulations, and to comply with all federal, state, and local codes.</p>   |
| <b>Publicity</b>                           | <p>With Participant's written permission, the Companies may publicly recognize participation in the Programs and disclose information relating to the Participant's participation in the program, including such data as: projected project energy savings, the incentive amount, and other similar information.</p>   |
| <b>Application and Eligibility Process</b> | <p>The Programs provide for payment of incentives after the installation of qualified energy efficiency measures and review of final documentation for compliance with program requirements by the Program Manager. In order to be eligible for incentives, a Participant, or an agent (contractor/vendor) authorized by the Participant, must submit a properly completed pre-installation application package, including an application and technology worksheets, to the Program Manager before the equipment is purchased. If eligible, the Participant will receive an approval letter with the estimated incentive amount and the date by which the equipment must be purchased and installed for the approval to remain in effect.</p> <p>After installation is completed, the Participant must finalize and resubmit the completed equipment application reflecting the "as built" project, along with the invoice, the manufacturer's equipment performance sheet, and any other required documentation as may be specified on the application or in the program's initial approval letter. Applications must be filled out completely, truthfully and accurately, and include signatures of the Participant and its authorized agents (as appropriate). Final payment will be based on the "as-built" documentation provided with the final project application.</p> |
| <b>Dates of Program</b>                    | <p>Incentives are available for eligible Energy Efficiency Measures for which equipment is purchased and installed after January 1, 2021.</p> <p>Dated Proof of Purchase and complete documentation will be required with final applications for the participant to be eligible for incentive payment. The program is subject to revision or termination at any time by the Company.</p>   |

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WASH CO WATER &amp; SEWER - EA-0003526529 Incentive Offer Letter 6/22/2025

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|---|--|
| <b>Installation Schedule Requirements</b>       | Pre-approved projects will receive approval letters defining terms for payment and a commitment expiration date. If the Participant: (1) has not engaged in installation of the pre-approved project; and (2) has not applied to the Program Manager for a project extension within 90 days from the date the Program Manager pre-approves the project, the Program Manager may cancel Participant's application without liability.  |
| <b>Acceptable Proof of Purchase</b>             | Acceptable forms of Proof of Purchase include paid invoices or receipts. The documentation must show item numbers, quantities and descriptions that are of sufficient detail to verify that the installed equipment meets efficiency requirements. Additionally, the post-installation documentation must include manufacturers' specifications ("cut sheets") that list the efficiency ratings of the equipment. The Program Manager may, at its sole discretion, accept other forms of proof of purchase.  |
| <b>Evaluation, Measurement and Verification</b> | <p>The Program Manager may, but is not obligated to, conduct an inspection of the facility to verify pre- and post-installation conditions or verify documentation prior to incentive payment, at any time after receipt of applications and up to 5 years after payment of incentives. In addition, the Public Service Commission of Maryland and the Companies have engaged Evaluation Measurement and Verification ("EM&amp;V") contractors to evaluate program performance which may involve additional visits. The applicant must provide reasonable access to the facility, the equipment, and related documentation and data. The Companies or their agents may install simple/standard metering devices on equipment for program data collection, measurement and verification purposes. The Companies and their agents are not obligated to pay any incentive awards until it has performed a satisfactory post-installation verification, unless it has waived this requirement. If the Program Manager determines that the equipment was not installed in a manner consistent with the approved application, or if non-qualifying equipment was installed, it may require changes before making payment.</p> <p>If qualifying equipment cannot be located at the Participant's facility or is not installed in a manner consistent with the provisions of these Terms and Conditions, the Companies may seek recovery of the incentives paid.</p> |
| <b>Assignment</b>                               | The Participant may assign Program Incentives to a specified third party.  |
| <b>Participating Customer's Certification</b>   | Participant certifies that he/she purchased and installed the equipment listed in its application at its defined Maryland location listed therein. Participant agrees that all information is true and that he/she has conformed to all of the program's eligibility requirements, terms and conditions.   |
| <b>Incentive Amounts</b>                        | Program incentives will equal either: a) the approved Program Incentive amount reflecting incentives in effect at the time of pre-approval, or b) the total equipment cost of the Energy-Efficiency Measure excluding taxes, whichever is less, as determined by the Program Manager. If the project is completed after the pre-approval has expired, the Program Incentive amount may be subject to change based on availability of funds and incentive rates in effect at the time of approval. Please allow ninety (90) business days for delivery of the Program Incentive. Applications requiring post-installation inspections and unanticipated high volume of activities may require additional time. If information is missing or incorrect on the application, processing and delivery of the Program Incentive may also require additional time.  |
| <b>Taxes</b>                                    | Incentives received by the Participant under this Application may be taxable by the federal, state, and local government. The Participant is responsible for declaring and paying all such taxes. Companies shall have no liability or obligation for any taxes.   |

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|  |  |
|--|--|
| <b>Indemnification and Limits of Liability</b> | <p>The Participant shall protect, indemnify, and hold harmless the Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors from and against all liabilities, losses, claims of death or injury or other damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Companies or their parents, subsidiaries, affiliates, agents, contractors, employees, officers and directors arising out of or relating to the performance of this Application or arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Participant's project.</p> <p>In no event shall any indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement or Program, regardless of the legal theory under which such damages are sought.</p>   |
| <b>Warranties</b>                              | <p>The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors make no express or implied warranties regarding the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any energy or cost savings.</p> <p>THE COMPANIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND THEY PROVIDE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. THE COMPANIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY). THE CUSTOMER'S WARRANTIES ARE LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS OR EQUIPMENT MANUFACTURER. NEITHER THE COMPANIES NOR THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EQUIPMENT IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. THE COMPANIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS DO NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY EFFICIENCY MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.</p> |
| <b>Recycling (Proper Disposal of Waste)</b>    | <p>The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors are not responsible for the proper disposal or recycling of any waste generated as a result of this project.</p>   |
| <b>Endorsement (Product/Vendor)</b>            | <p>The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors do not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program.</p>   |
| <b>Termination</b>                             | <p>Incentives are available for energy efficiency measures on a first-come, first-served basis subject to the availability of funds. Program availability, program terms and equipment eligibility may change without notice at the discretion of the Companies.</p> <p>Submission of any application does not give rise to any obligation to make any incentive payment by the Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.</p>  |

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WASH CO WATER & SEWER - EA-0003526529 Incentive Offer Letter 6/22/2025

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## Offer Acceptance

EA-0003526529 **A response to this incentive offer is requested within 30 days of receipt:**

- ☐ We are proceeding with the installation of the ECM(s) as outlined in the initial Project Application and accept the incentive. Expected installation date: \_\_\_\_\_
- ☐ Undecided. Please indicate if you would like program representatives to contact you about the project(s): ☐ Yes ☐ No
- ☐ We decided not to proceed with the installation of the ECM(s) at this time. Please indicate reason below(optional):
- ☐ I understand Potomac Edison is entitled to 100% of the energy and capacity benefits associated with this program and reserves the right to commit these energy efficiency savings into PJM's energy, capacity and reserve auctions. Therefore, customers who decide to install energy efficiency measures and offer these energy efficiency savings into the PJM auction on their own are not eligible to receive incentives from Potomac Edison for those measures.

\_\_\_\_\_  
John Barr  
Customer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## Preapproved Incentive Details

| #  | Energy Conservation Measure | Preapproved Incentive Amount <sup>1</sup> |
|----|-----------------------------|---|
| 1. | Custom                      | \$23,604.56                               |
| 2. | GNI Adder                   | 2,360.46                                  |
|    | <b>Total</b>                | <b>\$25,965.02</b>                        |

<sup>1</sup>Incentives are contingent on the installation of equipment as described in your application and will be adjusted to reflect changes to the scope of the project that may occur during implementation.

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## Incentive Payment Request Form for EA-0003526529

To be submitted by the customer or on behalf of the customer by the contractor upon completion of installation. **Incentive payment requests must be submitted within 30 days of the date the equipment is installed and fully operational or the incentive payment request will not be honored.** This payment request may be submitted via upload through your application portal dashboard.

Supporting documentation must be submitted with this Payment Request and may include, but is not limited to, equipment purchase dates, installation dates, proof that the equipment is operational, manufacturer specifications, warranty information, ECM layout descriptions, metering, data collection, interviews, utility bill data analysis, and final invoices. Documentation must include sufficient detail to separate the labor and equipment cost from the cost of other services such as repairs and building code compliance. Potomac Edison reserves the right to request additional supporting documentation necessary to determine measure eligibility and verify that the expected energy savings will occur.

|    | Preapproved Incentive Details |                              | Required Information for each measure installed |                                    |   |
|----|-------------------------------|------------------------------|---|------------------------------------|---|
|    | Energy Conservation Measure   | Preapproved Incentive Amount | Installation Address(s)                         | Quantity Installed at Each Address | Installation Completed (Month/Day/Year) |
| 1. | Custom                        | \$23,604.56                  |   |                                    |   |
| 2. | GNI Adder                     | 2,360.46                     |   |                                    |   |
|    | <b>Total</b>                  | <b>\$25,965.02</b>           |   |                                    |   |

### Payment Request Checklist:

*Use the checklist below to ensure you receive payment in a timely manner:*

- ☐ Provide Incentive Request Form if entity other than utility customer will receive all or a portion of the incentive.
- ☐ Provide a Letter of Attestation signed/dated by customer, on customer's company letterhead.
- ☐ Provide updated project documentation for any changes to the scope of work.
- ☐ Include supporting documentation such as, but not limited to, equipment purchase dates, installation dates, proof that the equipment is operational, manufacturer specifications, warranty information, ECM layout descriptions, metering, data collection, interviews, utility bill data analysis, and final invoices.
- ☐ Documentation includes sufficient detail to separate the labor and equipment cost from the cost of other services such as repairs and building code compliance.

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Certificate Of Completion

Envelope Id: 823166E0-AF30-4486-9908-3F9D77D93DBA

Status: Sent

Subject: Complete with DocuSign: EmPOWER Maryland Incentive Offer Letter for EA-0003526529 - WASH CO WATER

Source Envelope:

Document Pages: 7

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 1

#MB EnergySaveMD

AutoNav: Enabled

4301 Westbank Dr, BLDG A, STE300,

Envelopeld Stamping: Enabled

Austin, TX 78746

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

energysavemd@clearesult.com

IP Address: 155.190.61.25

Record Tracking

Status: Original

Holder: #MB EnergySaveMD

Location: DocuSign

6/22/2025 9:41:43 AM

energysavemd@clearesult.com

Signer Events

Amy Lowman  
alowman@firstenergycorp.com  
Security Level: Email, Account Authentication (None)

Signature

Initial  


Timestamp

Sent: 6/22/2025 9:44:04 AM  
Viewed: 6/23/2025 4:43:51 AM  
Signed: 6/23/2025 4:44:04 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 24.89.25.122

Electronic Record and Signature Disclosure:  
Accepted: 6/23/2025 4:43:51 AM  
ID: 9313be42-3df0-4a19-a975-dcf69e18091f

John Barr  
jmoss@washco-md.net  
Security Level: Email, Account Authentication (None)

Sent: 6/23/2025 4:44:06 AM  
Viewed: 6/27/2025 10:20:30 AM

Electronic Record and Signature Disclosure:  
Accepted: 6/27/2025 10:20:30 AM  
ID: 76cdc374-1c38-4e95-b8ed-2bef641ae264

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

#MB EnergySaveMD  
energysavemd@clearesult.com  
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Accepted: 5/16/2025 8:25:24 AM  
ID: 3497743c-b76c-4c96-865b-9f480f26638c

Caleb Yost  
caleb.yost@clearesult.com  
Security Level: Email, Account Authentication (None)

| Carbon Copy Events   | Status | Timestamp |
|--|--------|-----------|
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |
| Alex Deane<br>Alex.deane@clearesult.com<br>Security Level: Email, Account Authentication (None)                                  |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 6/26/2025 5:10:51 AM<br>ID: 51de38fe-e851-4758-9a66-6ec873169bf8 |        |           |
| Ron Ritter<br>rritter@hriinc.com<br>Security Level: Email, Account Authentication (None)   |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |
| Alex Deane<br>Alex.deane@clearesult.com<br>Security Level: Email, Account Authentication (None)                                  |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 6/26/2025 5:10:51 AM<br>ID: 51de38fe-e851-4758-9a66-6ec873169bf8 |        |           |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps            |
|-------------------------|------------------|-----------------------|
| Envelope Sent           | Hashed/Encrypted | 6/22/2025 9:44:04 AM  |
| Certified Delivered     | Security Checked | 6/27/2025 10:20:30 AM |

| Payment Events                                    | Status | Timestamps |
|---|--------|------------|
| <b>Electronic Record and Signature Disclosure</b> |        |            |



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CLEAResult Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CLEAResult Consulting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

CLEAResult Consulting  
6504 Bridge Point Parkway  
Suite 425  
Austin, TX 78730

### **To advise CLEAResult Consulting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@clearresult.com](mailto:info@clearresult.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify CLEAResult Consulting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CLEAResult Consulting during the course of your relationship with CLEAResult Consulting.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Governor's Budget FY24 Capital Appropriations Grant

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Maria Kramer, Director, Office of Grant Management and David Hays, Director of Emergency Services

**RECOMMENDED MOTION:** Move to approve acceptance of a Capital Appropriations Grant from the State of Maryland Capital Budget for FY24. The amount of the grant award is \$2,250,000.

**REPORT-IN-BRIEF:** The Washington County Office of Grant Management, on behalf of The Emergency Services Department, is seeking approval to accept the grant funds that are allocated for to the Public Safety Training Center (PSTC).

**DISCUSSION:** The grant is from the FY24 The State of Maryland Governor's Budget and is a Capital Appropriations Grant. This grant amount is \$2,250,000 and will be used for the defensive driving track at the PSTC.

**FISCAL IMPACT:** Will provide the PSTC with \$2,250,000 in funding toward the cost of the defensive driving track as part of the Tactical Village.

**CONCURRENCES:** Department of Emergency Service and Budget and Finance

**ALTERNATIVES:** Deny acceptance of the grant funds.

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Cost Recovery Billing for Hazardous Spill Response

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Motion to adopt the rate schedule as presented.

**REPORT-IN-BRIEF:** Staff is requesting to implement a new billing practice to recoup the cost of responding to a hazardous spill incident.

**DISCUSSION:** Per Md. Code, §§ 3-1101 et seq. and 3-1201 et seq. of the Courts and Judicial Proceedings Article, the County can bill a “motor carrier,” as that term is defined in the code, involved in an incident that requires hazardous spill response to recoup the cost of hazmat personnel, equipment, and materials. The Division of Emergency Services will submit an incident report and cost worksheet to the County Attorney’s office for review prior to the Office of Budget & Finance sending an invoice. The rates were developed by Division of Emergency Services staff and are consistent with the rates charged by other jurisdictions.

**FISCAL IMPACT:**

**CONCURRENCES:** Aaron Weiss, Assistant County Attorney

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Hazmat Fee Schedule

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



## WASHINGTON COUNTY HAZMAT COST RECOVERY FEE SCHEDULE

### RESPONSE FEE:

Level I: small leaks or spills that are mitigated with absorbent materials

Level II: hazardous materials with a response from the hazmat team and specialized equipment

Level III: major hazmat incident requiring greater alarms/units to mitigate the incident

|           |         |
|-----------|---------|
| Level I   | \$500   |
| Level II  | \$750   |
| Level III | \$2,000 |

### RESPONSE PERSONNEL:

|                   |                             |
|-------------------|-----------------------------|
| Team Leader       | \$50 per hour per responder |
| Hazmat Specialist | \$40 per hour per responder |
| Hazmat Tech       | \$35 per hour per responder |
| Hazmat Ops        | \$30 per hour per responder |

### RESPONSE VEHICLE:

|                  |                            |
|------------------|----------------------------|
| 6x6 UTV          | \$100 per hour per vehicle |
| Command Pickup   | \$150 per hour per vehicle |
| Utility Pickup   | \$200 per hour per vehicle |
| Hazmat Rescue    | \$200 per hour per vehicle |
| Hazmat Unit      | \$250 per hour per vehicle |
| Decon Trailer    | \$250 per hour per vehicle |
| Boat             | \$250 per hour per vehicle |
| Chemical Trailer | \$500 per hour per vehicle |

### MATERIALS/EQUIPMENT USED/DAMAGED:

Materials and equipment used will be charged at current cost to replace. Examples include but are not limited to bags of loose absorbent, booms, absorbent mats, small socks, etc.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY25 Budget Adjustment

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Motion to approve the FY25 budget adjustment as presented.

**REPORT-IN-BRIEF:** Staff is requesting approval for a budget adjustment to move funds for personal protective equipment ordered but not received by June 30 to the Capital Fund.

**DISCUSSION:** Staff is requesting approval to transfer funds from the General Fund to the Capital Fund for the purchase of personal protective equipment (PPE) for Division of Emergency Services staff. DES staff ordered 130 sets of PPE using available funds in the FY25 operating budget, however, the PPE was not received by fiscal year end on June 30. Transferring the funds to the Capital Fund will allow the department to complete the purchase in FY26 when the PPE is received and invoiced.

**FISCAL IMPACT:** \$506,324

**CONCURRENCES:** Dave Hays, Director, Division of Emergency Services

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Budget Adjustment Form

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



# Washington County, Maryland

## Budget Adjustment Form

Are external signatures needed?

☐ Yes ☒ No

(?)

☐ Budget Amendment

☒ Budget Transfer

Fiscal Year \*

2025

BOCC Approval Date (if known)

07/15/2025

Preparer, if applicable

*Kelcee Mace* ✕

signed by Mace, Kelcee G.  
7/2/2025, 8:50:02 AM

Department Head Authorization

Sign

Division Director / Elected Official Authorization

Sign

☐ Click here to reorder rows

| Expenditure /<br>Account Number | Fund<br>Number | Department<br>Number | Project<br>Number | Grant<br>Number | Activity Code | Department and Account<br>Description | Increase<br>(Decrease)<br>+/- |   |
|---------------------------------|----------------|----------------------|-------------------|-----------------|---------------|---------------------------------------|-------------------------------|---|
| 599999                          | 10             | 11525                |                   |                 | 0000 ▼        | Fire Ops - Controllable Assets        | -53,149                       | ✕ |
| 599999                          | 10             | 11520                |                   |                 | 0000 ▼        | EMS Ops - Controllable Assets         | -235,436                      | ✕ |
| 599999                          | 10             | 93130                |                   |                 | 0000 ▼        | WCVFRA - Controllable Assets          | -217,739                      | ✕ |
| 502000                          | 10             | 91230                |                   |                 | 0000 ▼        | CIP - Appropriations                  | 506,324                       | ✕ |
| 498710                          | 30             | 11540                | VEH009            |                 | 0000 ▼        | Capital Transfer - General            | 506,324                       | ✕ |



| Expenditure /<br>Account Number | Fund<br>Number | Department<br>Number | Project<br>Number | Grant<br>Number | Activity Code | Department and Account<br>Description | Increase<br>(Decrease)<br>+/- |   |
|---------------------------------|----------------|----------------------|-------------------|-----------------|---------------|---------------------------------------|-------------------------------|---|
| 599999                          | 30             | 11540                | VEH009            |                 | EQPT ▼        | Emergency Svcs Capital Equipment      | 506,324                       | ✕ |

[Add another row](#)

**Explain Budget Adjustment \***

Requesting the transfer funds to the capital fund for the purchase of PPE that was ordered but not received by 6/30/2025 to allow the funds to be used in FY26 when the items are received and invoiced.

**Attach Additional Items**

**Submit**

**Save as Draft**



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Agriculture – Faces of Farming Presentation

**PRESENTATION DATE:** Tuesday, July 15, 2025

**PRESENTATION BY:** Kelsey Keadle, Business Specialist, Agriculture, Department of Business and Economic Development

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Provide the County Commissioners with an update on the 2025 Washington County Ag Expo & Fair as well as present a Faces of Farming video. “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

**DISCUSSION:** Washington County’s agricultural business represents the backbone of the County’s landscape. With almost 900 operating family farms and \$167,907,000 in market value of products sold, agriculture is the cornerstone of Washington County’s economy. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** Yes - Faces of Farming Video: Linden Hall Farm



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Washington County Board of Social Services - Appointment

**PRESENTATION DATE:** July 15, 2025

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

**RECOMMENDATION:** Move to appoint Alison Palmer, to serve a first full, three-year term from July 1, 2025, through June 30, 2028, on the Board of Social Services.

**REPORT-IN-BRIEF:** The Board of Social Services advises the local director as to the local application of State policies or procedures and communicates to the residents of the County information as to the objectives, policies, programs and problems of local services, among other duties. Membership consists of nine individuals; eight appointed by the County Commissioners and one County Commissioner liaison (ex-officio).

**DISCUSSION:** N/A

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

**CONCURRENCES:** Washington County Board of Social Services

**ATTACHMENTS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Tri-County Council for Western Maryland - Appointment

**PRESENTATION DATE:** July 15, 2025

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

**RECOMMENDATION:** Move to appoint Mayor Bill Green as a Washington County Municipality representative on the Tri-County Council for Western Maryland.

**REPORT-IN-BRIEF:** Regarding Washington County: Tri-County Council for Western Maryland (TCC) bylaws provide for two County Commissioner members, the Director of Economic Development, two municipal representatives or their designees appointed by the Maryland Municipal League Chapter, and two private citizen members that are not elected officials or employees of a unit of local government.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Tri-County Council Executive Committee, Elizabeth Stahlman, Director

**ATTACHMENTS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Washington County Historical Society, Commissioner Contingency Funding Request

**PRESENTATION DATE:** July 15, 2025

**PRESENTATION BY:** Michelle Gordon, County Administrator

**RECOMMENDATION:** Move to approve the request for Commissioner Contingency funding for the Washington County Historical Society (WCHS) in the amount of \$15,000, for direct expenses associated with the general operation of the WCHS.

**REPORT-IN-BRIEF:** Discussion regarding a request for funding of \$15,000 to \$20,000 from the Washington County Historical Society for direct expenses associated with the general operations of the WCHS.

**DISCUSSION:** Discussion regarding a request for funding of \$15,000 to \$20,000 from the Washington County Historical Society for direct expenses associated with the general operations of the WCHS. The WCHS promotes and preserves the history of Washington County and has been in operations for 114 years. WCHS operates the Miller House Museum and cares for over 20,000 items and documents in its collection. WCHS continues the operation of kinship of the Family Heritage Research Center which draws tourists from across the county and country. The Miller House Museum provides sold out programs, history themed bus trips, themed exhibitions, and walking tours. Additionally, this funding will provide for needed facilities improvements to the HVAC and roof repairs at the Miller House.

**FISCAL IMPACT:** \$15,000 to \$20,000 from Commissioner Contingency funds.

**CONCURRENCES:** Kelcee Mace, CFO as to sufficiency of available funding.

**ALTERNATIVES:** Deny the request for Commissioner Contingency funding.

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** None