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Jeffrey A. Cline, *Vice President*

Washington County
MARYLAND

Derek Harvey
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BOARD OF COUNTY COMMISSIONERS
November 4, 2025
OPEN SESSION AGENDA

9:00 AM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, *President John F. Barr* APPROVAL OF MINUTES: *October 14, 2025*
9:05 AM	COMMISSIONERS' REPORTS AND COMMENTS
9:20 AM	STAFF COMMENTS
9:25 AM	1. END OF YEAR FY25 BUDGET ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S GENERAL FUND BUDGET *Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools; Eric Sisler, Executive Director of Finance, Washington County Public Schools*
9:30 AM	2. OPTIONAL 4TH EARLY VOTING CENTER FOR WASHINGTON COUNTY *Barry Jackson, Director, Washington County Board of Elections*
9:35 AM	3. VOLUNTEER FIRE AND EMS REVOLVING LOAN FUND (VFERLF) *R. David Hays, Director, Emergency Services*
9:40 AM	4. FIRST HOSE COMPANY OF BOONSBORO EMS TRANSPORT UNIT – ROHRERSVILLE FIRE STATION *R. David Hays, Director, Division of Emergency Services; David Chisholm, Deputy Director, Division of Emergency Services; Vern Wachter, Chief, First Hose Company of Boonsboro; George Meyer, President, First Hose Company of Boonsboro; James L. Sprecher Jr., President, WCVFRA; Dale Fishack, Vice President, WCVFRA*
9:45 AM	5. BID AWARD (PUR-1771) WATER SEWAGE PLAN UPDATE *Brandi Kentner, Director, Purchasing; Jill Baker, Director, Planning and Zoning*
	6. SOLE SOURCE PROCUREMENT (PUR-1782) 250TH ANNIVERSARY COIN *Brandi Kentner, Director, Purchasing; Danielle Weaver, Director, Public Relations and Marketing*

9:50 AM 7. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0217) – DEBTBOOK, DEBT AND LEASE MANAGEMENT PRODUCTS AND SERVICES FOR THE DEPARTMENT OF BUDGET AND FINANCE
Brandi Kentner, Director, Purchasing; Zane Garrett, Deputy Director, Budget and Finance

9:55 AM 8. RESCIND BID AWARD (PUR-1772) – HANGAR 22 HVAC SYSTEM REPLACEMENT FOR THE HAGERSTOWN REGIONAL AIRPORT
Carin Bakner, Buyer, Purchasing; Neil Doran, Director, Hagerstown Regional Airport

9. BID AWARD (PUR-1772) – HANGAR 22 HVAC SYSTEM REPLACEMENT FOR THE HAGERSTOWN REGIONAL AIRPORT
Carin Bakner, Buyer, Purchasing; Neil Doran, Director, Hagerstown Regional Airport

10. CONTRACT AWARD (PUR-1773) FOR GASOLINE AND DIESEL FUEL DELIVERIES
Carin Bakner, Buyer, Purchasing; Zane Rowe, Deputy Director, Highways Department

10:05 AM 11. LETTER OF SUPPORT – CHALLENGE TO MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) INTERPRETATION OF "MINOR SUBDIVISION"
Jill Baker, Director, Planning and Zoning

10:10 AM 12. RE-APPOINTMENT OF JEFF SEMLER TO A 2ND TERM ON THE PLANNING COMMISSION
Jill Baker, Director, Planning and Zoning

10:15 AM 13. POTOMAC EDISON AIRPORT EASEMENT
Andrew Eshleman, Director, Public Works

10:20 AM 14. SMITHSBURG WWTP NEW ELECTRIC SERVICE- EASEMENT AGREEMENT
Joseph W. Moss, Deputy Director – Engineering, Environmental Management

10:25 AM 15. PERMITS OPERATIONS MANAGER
Chip Rose, Director, Human Resources

16. RECOMMENDED OVERFILLING STRATEGY FOR EMERGENCY COMMUNICATION SPECIALISTS
Chip Rose, Director, Human Resources

10:30 AM 17. WASHINGTON COUNTY MENTAL HEALTH AUTHORITY, INC.: APPOINTMENTS
Dawn L. Marcus, County Clerk

10:35 AM 18. ADOPTION OF FINDINGS OF FACT AND DECISION FOR ZONING MAP AMENDMENT RZ-25-006
Zachary Kieffer, County Attorney

10:40 AM 19. RETENTION OF GOVERNMENT RELATIONS CONSULTANT AND LOBBYIST
Zachary Kieffer, County Attorney

10:45 AM 20. APPROVAL OF APPLICATIONS FOR INCLUSION ON THE 1-108 LIST AND ONGOING MAINTENANCE OF THE 1-108 LIST
Zachary Kieffer, County Attorney

10:50 AM CLOSED SESSION – *To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals (1). Personnel matters are confidential, precluding discussion in open session.*

- *Discussion of appointments to Planning Commission*
- *Discussion of appointment to open position in County Government.*
- *Discussion of compensation of County employee.*

To consider a matter that concerns the proposal for a business to locate, expand or remain in the State. Open session discussion would divulge confidential information provided by business to County.

- *Update from Business and Economic Development on efforts to bring business entity to the County.*

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

- *Legal advice pertaining to termination of certain existing lease agreements.*
- *Status update and legal advice from County Attorney on two County-involved legal matters)*

12:15 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

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

You may also contact each Commissioner individually at:
John F. Barr, President: jbarr@washco-md.net or (240) 313-2205;
Jeffrey A. Cline, Vice President: jcline@washco-md.net or (240) 313-2208;
Derek Harvey, Commissioner: dharvey@washco-md.net or (240) 313-2206;
Randal A. Leatherman, Commissioner: raleatherman@washco-md.net or (240) 313-2209;
Randall E. Wagner, Commissioner: rwagner@washco-md.net or (240) 313-2207.

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

Open Session Item

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

PRESENTATION DATE: November 4, 2025

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

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

REPORT-IN-BRIEF: The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. To that end, the Washington County Board of Education approved the attached list of changes to its FY2025 General Fund Budget at its October 21, 2025, meeting.

DISCUSSION: The changes that the Board of Education approved on October 21, 2025, cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners. The Board of Education has asked its Finance staff to review the requested budget changes with the Commissioners and answer any questions that they may have.

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

CONCURRENCES: The Board of Education approved these changes at their October 21, 2025, meeting.

ALTERNATIVES: None

ATTACHMENTS:
- FY2025 general fund budget adjustments

AUDIO/VISUAL NEEDS: None

Washington County Public Schools
Requested FY2025 End of Year Budget Adjustments

Category	Value	The primary reason for variance is:
Revenue	$656,850	Miscellaneous income from a MABE Insurance refund
Administration	$521,492	Higher indirect cost recovery from Federal grants. Savings from printer rentals and printing supplies. Along with software maintenance contracts that were lower than anticipated.
Mid-Level Administration	$153,074	Savings in communications expense
Instructional Salaries	$766,681	Turnover, Substitute & Additional pay savings
Instructional Textbooks and Supplies	$562,442	Savings in Textbooks & Instructional Materials
Other Instructional Costs	$309,659	Savings from State Institutions & Tuition to Other MD LEA's & Equipment
Special Education	$183,916	Savings from Non-Public Placements
Student Services	$46,791	Salary turnover savings from Social Workers
Student Health Services	154,951	Nursing vacancies - employees and contracted personnel
Student Transportation Services	468,641	Savings on fuel and salary turnover savings
Maintenance of Plant	1,036,896	Savings in contracted maintenance, maintenance materials, and furniture & equipment
Capital Outlay	117,718	Savings in contracted services
Fixed Charges	244,607	Savings in fringe benefits due to vacancies
Total Expense Reductions/Additional Revenue	**$5,223,717**	
Operation of Plant	71,805	Inflation in Utilities expense
Food Services	311,353	Food Service related maintenance projects needed reclassed from maintenance
Total Expense Increases/Reduced Revenue	**$383,158**	
Net Effect on Fund Balance	**$4,840,559**	

Open Session Item

SUBJECT: Optional 4th Early Voting Center for Washington County

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Barry Jackson, Director, Washington County Board of Elections.

RECOMMENDED MOTION: Approval of Washington County Election Center as fourth Early Voting center in Washington County.

REPORT-IN-BRIEF:
Election Law §10.301.1(b) requires that counties with at least 100,000 registered voters but fewer than 200,000 registered voters shall have three (3) Early Voting centers. The law also allows local boards of elections (LBE) to select one additional Early Voting Center, with the approval of the local governing body and the State Board of Elections (SBE). At its October 14, 2025 regular meeting, the Washington County Board of Elections selected the Fletcher Branch of the Washington County Free Library as Early Voting Center 1, the Boonsboro American Legion as Early Voting Center 2, and the Clear Spring American Legion as Early Voting Center 3. At that same meeting, they selected, as an optional fourth site, the Washington County Election Center, pending approval from the County Commissioners and SBE.

DISCUSSION:
On Tuesday, September 9, 2025, the Board of Elections received public comments regarding the possible locations of Early Voting sites for the 2026 election and beyond. There were nine (9) sites being considered:

1. Washington County Election Center, 17718 Virginia Avenue, Hagerstown, MD 21740
2. Washington County Free Library - Fletcher Branch, 100 S. Potomac Street, Hagerstown, MD 21740
3. Boonsboro American Legion, 710 N. Main Street, Boonsboro, MD 21713
4. Hancock Town Hall, 126 W. High Street, Hancock, MD 21750
5. Clear Spring American Legion, 12335 Big Spring Road, Clear Spring, MD 21722
6. Smithsburg Library, 66 W. Water Street, Smithsburg, MD 21783
7. Maugansville Ruritan, 18007 Maugans Avenue, Hagerstown, MD 21740
8. Meritus Park, 50 W. Baltimore Street, Hagerstown, MD 21740
9. The Fit Room at Fairgrounds Park, 532 N. Cannon Avenue, Hagerstown, MD 21740

As of September 30, 2025 the active voter registration in Washington County was 103,389, well above the threshold required to have three (3) Early Voting sites.

At its Tuesday, October 14, 2025 regular meeting, The Board of Elections selected the following as its three (3) Early Voting sites:

1. Washington County Free Library - Fletcher Branch, 100 S. Potomac Street, Hagerstown, MD 21740
2. Boonsboro American Legion, 710 N. Main Street, Boonsboro, MD 21713
3. Clear Spring American Legion, 12335 Big Spring Road, Clear Spring, MD 21722

Also at that meeting, the Board of Elections selected the Washington County Election Center, 17718 Virginia Avenue, Hagerstown, MD 21740 as an optional fourth Early Voting site, pending approval by the Washington County Commissioners and SBE.

The Board of Elections determined that these four sites best satisfy the requirements and considerations of COMAR 33.17.02.02.A and COMAR 33.17.02.02.B.

FISCAL IMPACT:

No fiscal impact. The optional fourth Early Voting site, estimated at a total cost of $50,000, was already included in the approved FY26 budget.

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS:

Election Law – Early Voting
COMAR – Early Voting
Early Voting Site Five Mile Radius Map

AUDIO/VISUAL NEEDS:

Effective: July 1, 2025
MD Code, Election Law, § 2-303.1

§ 2-303.1. Election plans; Polling place plans

(a) At least 7 months before each statewide primary election, each local board shall submit an election plan to the State Board for approval.
(b) An election plan shall include:
(1) a polling place plan that meets the requirements of subsection (c) of this section;
(2) a ballot drop box plan developed in accordance with § 2-304 of this subtitle;
(3) an early voting center plan that meets the requirements of subsection (d) of this section; and
(4) an analysis of how to maximize voter participation in the county and each precinct.
(c)(1) A polling place plan shall include:
(i) evidence that the plan complies with § 10-101(a)(2) of this article; and
(ii) the information specified in paragraph (2) of this subsection if:
1. in the first statewide election held after a statewide redistricting based on the census, the polling place plan proposes to reduce the total number of separate buildings used as polling places below the total number of separate buildings used as polling places in the immediately preceding general election; or
2. in any statewide election other than the first statewide election held after a statewide redistricting based on the census, the polling place plan proposes to reduce the total number of separate buildings used as polling places below the total number of separate buildings used as polling places in the first statewide general election held after the most recent statewide redistricting based on the census.
(2) If required under paragraph (1)(ii) of this subsection, a polling place plan shall include:
(i) the address and a description of the location of each affected polling place;
(ii) an analysis of available suitable buildings within the precinct boundary, including the availability of parking and a determination regarding building compliance with the federal Americans with Disabilities Act;
(iii) of the voters who cast ballots in each affected precinct in the three most recent statewide elections:
1. the percentage who voted in person on election day;
2. the percentage who voted by mail;
3. the number who registered to vote on election day; and
4. the number who voted at an early voting center;
(iv) the proximity of the proposed polling place to a dense concentration of voters in the affected precinct;
(v) the change in the number of registered voters in the affected precinct from the last statewide election;
(vi) the public transportation options that voters in each affected precinct could use to access the polling place that would serve the precinct under the plan; and
(vii) an analysis of the impact on the ability of historically disenfranchised communities to cast a ballot, including demographic information of the voters in the affected precinct.
(d) An early voting center plan shall use the following factors when determining the location of an early voting center in the county:

(1) accessibility of the early voting center to historically disenfranchised communities, including cultural groups, ethnic groups, and minority groups;
(2) proximity of the early voting center to dense concentrations of voters;
(3) accessibility of the early voting center by public transportation;
(4) for counties with four or more early voting centers, ensuring equitable geographic distribution of early voting centers throughout the county; and
(5) the use of community centers and public gathering places.

MD Code, Election Law, § 10-301.1

§10–301.1. Early Voting and Early Voting Centers

(a) Except as provided under Title 9, Subtitle 3 of this article, during any regularly scheduled primary or general election a voter may vote:

(1) in the voter's assigned precinct on election day; or

(2) at an early voting center in the voter's county of residence on any early voting day in accordance with this section.

(b) (1) Each county shall have at least one early voting center established in the county as prescribed in this subsection.

(2) A county with fewer than 50,000 registered voters shall have one early voting center established in the county.

(3) A county with at least 50,000 registered voters but fewer than 100,000 registered voters shall have two early voting centers established in the county.

(4) A county with at least 100,000 registered voters but fewer than 200,000 registered voters shall have three early voting centers established in the county.

(5) A county with at least 200,000 registered voters but fewer than 300,000 registered voters shall have five early voting centers established in the county.

(6) A county with at least 300,000 registered voters but fewer than 400,000 registered voters shall have seven early voting centers established in the county.

(7) A county with at least 400,000 registered voters but fewer than 500,000 registered voters shall have nine early voting centers established in the county.

(8) A county with at least 500,000 registered voters but fewer than 600,000

registered voters shall have 11 early voting centers established in the county.

(9) A county with at least 600,000 registered voters shall have 13 early voting centers established in the county.

(10) In addition to the early voting centers required in this subsection, each county may establish one additional early voting center if:

(i) first, the local board and the governing body of the county agree to establish an additional early voting center; and

(ii) then, the State Board approves the establishment of the additional early voting center.

Md. Code Regs. 33.17.02.02 - Selecting Early Voting Centers

A. Considerations for Early Voting Centers. A local board shall consider the following factors when determining the location of an early voting center:
(1) Accessibility of the early voting center to historically disenfranchised communities, including cultural groups, ethnic groups, and minority groups;
(2) Proximity of the early voting center to dense concentrations of voters such that:
(a) If a county is required by Regulation .01 of this chapter to have one or two early voting centers, 50 percent of the registered voters in the county live within 10 miles of one of the proposed early voting center; or
(b) If a county is required by Regulation .01 of this chapter to have three or more early voting centers, 80 percent of the registered voters live within 5 miles of one of the early voting centers;
(3) Accessibility of the early voting center by public transportation;
(4) Ensuring equitable distribution of early voting centers throughout the county;
(5) Maximizing voter participation, including through the use of community centers and public gathering places as locations for early voting centers;
(6) Whether the early voting center can accommodate long lines of voters, including taking into consideration how voters waiting in line are protected against inclement weather; and
(7) Whether the early voting center has parking facilities sufficient for early voting, taking into consideration the normal business activities of the proposed early voting center.
B. Requirements for Early Voting Centers. A local board shall propose early voting center locations that:
(1) Allow a local board to install the required telecommunication needs;
(2) Are of sufficient size and layout to conduct early voting, including adequate access to electricity;
(3) Are accessible or can be made accessible for voters with disabilities;
(4) Can store voting equipment and supplies in a secure location during non-early voting hours;
(5) Have sufficient and reliable heating and air-conditioning capabilities; and
(6) Can accommodate a no electioneering zone as required by Election Law Article, § 16-206, Annotated Code of Maryland, exit polling as required by COMAR 33.07.08, and electioneering outside of the no-electioneering zone.

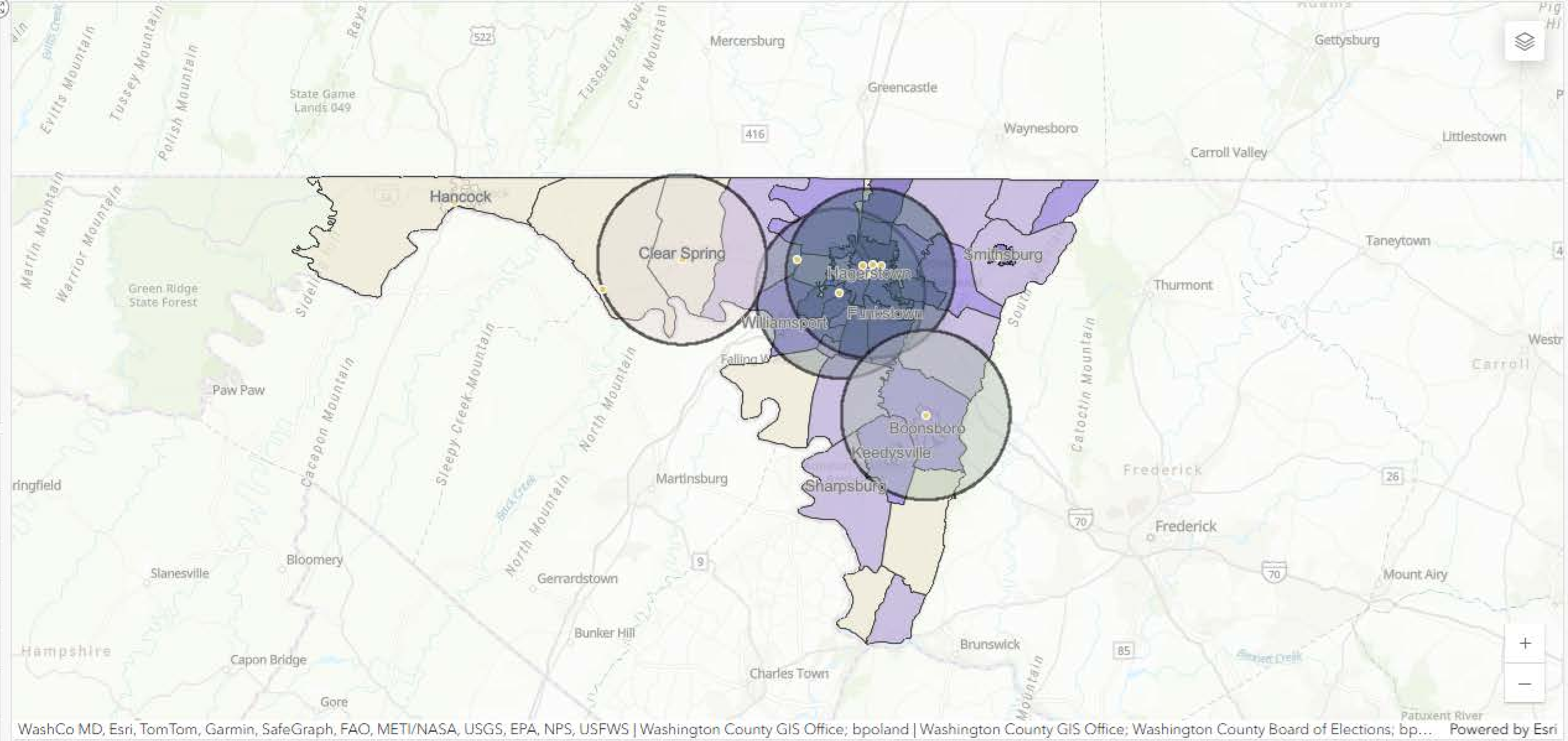
79%

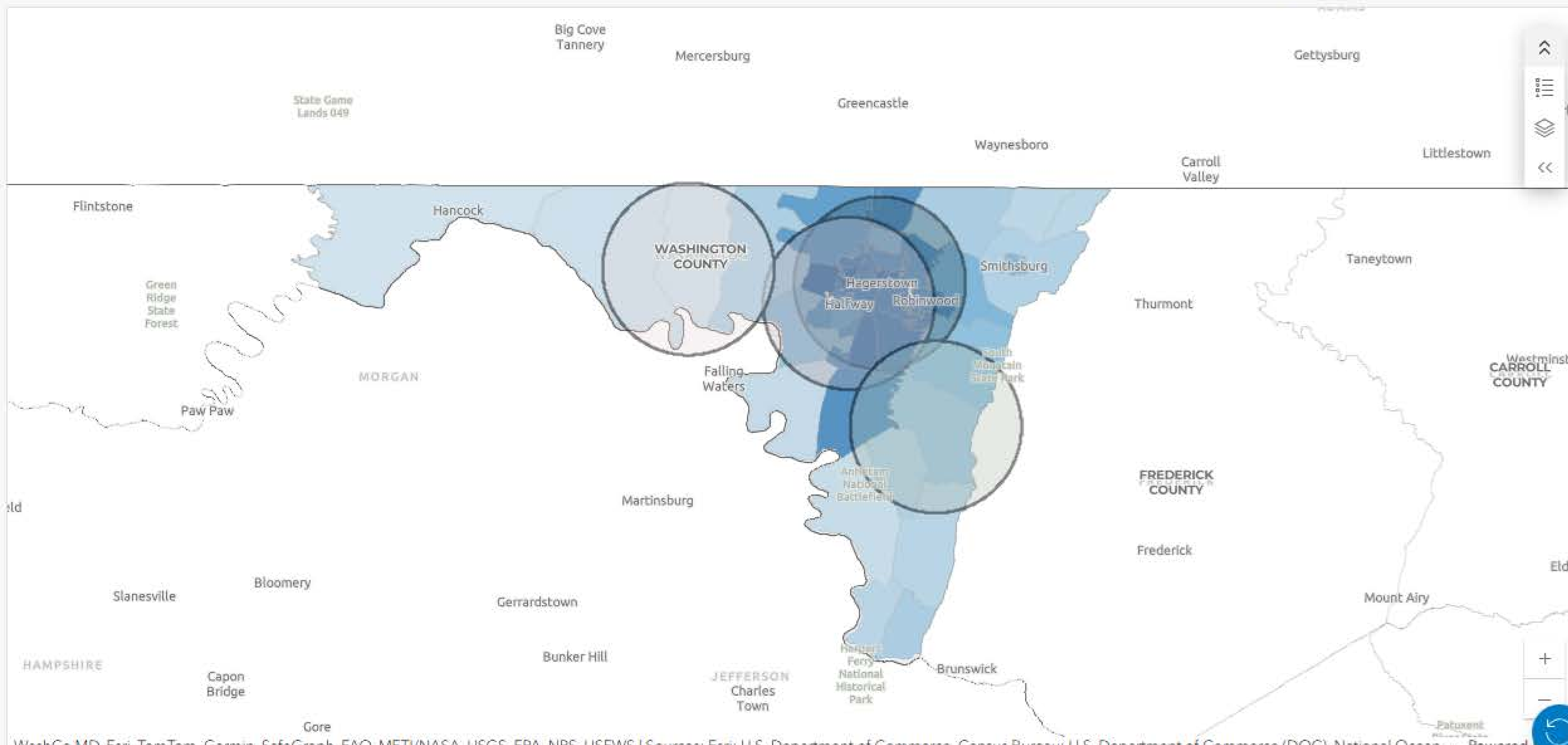
81,168

102,841

5 Mile Buffer

Washington County Election Center
Boonsboro American Legion
Hancock Town Hall
Washington County Free Library
Clear Spring American Legion
Smithsburg Library
Maugansville Ruritan
Meritus Park
The Fit Room at Fairgrounds Park





Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT:	**Volunteer Fire and EMS Revolving Loan Fund (VFERLF)**
PRESENTATION DATE:	November 4, 2025
PRESENTATION BY:	R. David Hays, Director, Division of Emergency Services
RECOMMENDATION:	Motion to approve the recommended modifications to the Volunteer Fire and EMS Revolving Loan Fund.
REPORT-IN-BRIEF:	The VFERLF was created by the BOCC and has existed since 1993. For the most part the loan program has remained unchanged in its make-up and funding allocations. The purpose of the fund was to assist volunteer fire and EMS companies with the purchase of land, apparatus, facility upgrades or facility construction.
DISCUSSION:	The VFERLF programs creation occurred prior to the establishment of the Division of Emergency Services in 2001. As such, staff have evaluated the previous structure and funding parameters that are built into the program. Staff are recommending several modifications, including increasing the maximum loan fund balance, increasing from the current $1M dollars of funding to $2.5M dollars of available funding. Recommendations also include graduated percentages and maximum loan values, identified by the proposed purpose of the loan. Modifications to the committee structure and membership are also included in the recommendation.
FISCAL IMPACT:	$2,500,000.00 ($1M existing, with a proposed $1.5M addition)
CONCURRENCES:	Michelle Gordon, County Administrator
ALTERNATIVES:	Leave program as currently structured and funded
ATTACHMENTS:	Updated proposal for the Volunteer Fire and Rescue Revolving Loan Fund

Guidelines for Washington County
Fire & Rescue Revolving Loan Fund

The Board of County Commissioners of Washington County (BOARD) has established a Volunteer Fire and EMS Revolving Loan Fund (VFERLF), making available to Washington County Volunteer Fire and EMS Companies, $2,500,000.00 of loan funds.

The LFERLF is intended to create a loan fund, for which the Boards intent is to continue indefinitely to assist eligible volunteer fire and EMS companies in Washington County in the purchases of apparatus, equipment, real estate, and the cost associated with facility construction.

The managing principle of the LFERLF is to provide an avenue for the continuation of services when apparatus, equipment, facility or land purchase is needed, however, all other avenues of financing have been exhausted. The Board reserves the right, at its sole discretion, to modify the conditions and terms, or to discontinue, in whole or in part at any time.

Procedure for Loan Consideration

All applicants for loans from this fund shall submit to the VFERLF Committee, hereinafter created, written requests on such forms or with such information as the VFERLF Committee shall determine from time to time; thereafter, the VFERLF Committee shall screen such applications within the powers and duties hereinafter specified for the VFERLF Committee and, upon receipt by the Board of County Commissioners of the transmittals required of the VFERLF Committee, the Board of County Commissioners shall make the final decisions regarding whether or not such loans shall be made and nothing herein contained shall be construed as limiting the right of the Board to alter or waive any particular provision of these guidelines with respect to any particular application if the Board deems such alteration or waiver to be appropriate. Waivers by the Board of County Commissioners will only be granted for proven documented emergencies. All applicants for loans from this fund are required to comply with Title 10, Subtitle 4 of the Public Local Laws of Washington County, Maryland, regarding compliance with the rules, regulations, and specifications adopted by the Washington County Volunteer Fire and Rescue Association, Inc., and the Board of County Commissioners of Washington County, Maryland. All applicants for loans from this fund, as to projects for which loans are obtained from this fund, are required to be bid in accordance with Title 1, Subtitle 1, of the Public Local Laws of Washington County, Maryland. All purchases are required to comply with any applicable policies, rules, and regulations adopted by the Board of County Commissioners of Washington County, Maryland.

No application will be accepted by the VFERLF Committee unless these procedures are followed.

Establishment of the Volunteer Fire and EMS Revolving Loan Fund (VFERLF) Committee

1. Creation – a committee consisting of four (4) members is hereby established to be known as the VFERLF Committee, the membership of which shall be as follows:
   a. Director of Emergency Services (Committee Chair)
   b. County Administrator
   c. Washington Chief Financial Officer
   d. Volunteer Coordinator
2. Disqualification from Membership – any person who may benefit directly or indirectly from loan proceeds, or who holds any outside employment relationship that would potentially benefit financially is excluded from membership on the VFERLF Committee.
3. Powers and Duties – the VFERLF Committee shall receive all applications for loans from this Fund. The VFERFL Committee shall make all necessary investigations to determine the eligibility of the applicants for such loans, within the restrictions hereinafter established and the ability of such applicants to repay the same. The VFERLF Committee shall adopt recommendations as to whether, in their opinion, such loans should be made and shall transmit to the Board of County Commissioners within thirty (30) days of receipt of such applicants, their entire files and written recommendations regarding such applications.

Loan Value Limitations

All loans will fall into the following categories and will be subjected to the maximum loan value stipulated within each category.

Land
25% of the agreed upon purchase price, maximum loan value of $250,000.00

Facility Construction
25% of the agreed upon purchase price, maximum loan value of $700,000.00

Facility Renovation
50% of the agreed upon purchase price, maximum loan value of $250,000.00

Engines, Engine/Tankers. Tankers
Maximum 60% of the contracted purchase price, maximum loan value of $500,000.00

Aerial Apparatus, Rescue Squads/Engines
Maximum 60% of the contracted purchase price, maximum loan value of $750,000.00

EMS Transport Units
Maximum 60% of the contracted purchase price, maximum loan value of $250,000.00

Interest Rate and Repayment

All loans made from this Fund shall bear interest at such rates and bed repayable on such terms as the Board of County Commissioners may from time to time, in its sole discretion, establish said loans may bear interest at the rate of five (5%) per centrum per annum for a period not to exceed ten (10) years; or said loans may bear interest at the rate of three (3%) per centrum per annum for a period not to exceed five (5) years. The loan amount together with such interest shall be repayable in quarterly payments to be deducted from the County's distribution to the fire and rescue companies, said payments first to be applied to interest and secondly to the reduction of the unpaid balance of the loan. The repayment period and the frequency of the payments for any such loan shall be recommended by said Committee but the final decision thereon shall be made by the Board in its sole discretion.

Remedies on Default

The Board of County Commissioners reserves unto itself, absolutely, any and all remedies available to creditors under the Law of the State of Maryland for the collection of any loan made from this fund and the interest which may be due thereon; however, and without limiting said reservation, the Board will give consideration to any recommendation which may be made by the VFERLF Committee regarding the time of taking and the method to be utilized in effecting such collections.

Restrictions on Loans

1. All loans shall qualify under each of the following paragraphs (a), (b), (c), (d), (e), (f)
   a. The applicant is a fire and/or rescue company currently eligible to receive a funding contribution from the County.
   b. The loan is sought for one of the following purposes:
      1. The purchase of vehicles and/or other equipment, including accessories thereto which are normally purchased as part thereof.
      2. The construction of additions to existing improvements to real estate.
      3. The construction of improvements to real estate.
      4. The purchase of real estate.
   c. The purchase, or construction is necessary for one of the following reasons:
      1. It is needed by the requesting company to maintain its status as a recognized fire or rescue company.
      2. It is needed by the company to maintain its eligibility to receive funding contributions from the County.
      3. In the case of loan request for the purchase of real estate, facility construction, facility improvements, or facility additions, the loan is deemed necessary in order for the requesting company to properly house vehicles, personnel, or equipment.
      4. That is necessary to provide adequate protection to the population or service area, or to a type of building within the service area.

d. The granting of the loan will not cause the total indebtedness of the applicant company (not including the current operation obligations of the company) to exceed eighty (80%) percent of the reasonable value of the applicant's real and personal property.
e. Primary fire suppression, rescue, or emergency medical services apparatus will take priority over other types of vehicles.
f. Recommendations made by the VFERLF Committee will be based on verified need, as well as the availability of program funds.

Adopted: September 14, 1993
Revised: November, 1995
Approved: July, 1996
Revised: October 14, 2025
Adopted: XXXX

Washington County Fire and EMS Revolving Loan Fund

Application Checklist

For your application to be accepted, you must include all of the following:

1. A completed application signed by an appropriate officer.
2. A copy of an audit or financial review or financial statements for your last complete fiscal year.
3. A resolution of your company membership, or a copy of the minutes of the meeting at which your company voted to request funds from this Loan Fund.
4. Evidence of application and subsequent denial from a commercial lender, or other available lending sources (i.e., Volunteer Company Assistance Fund (VCAF)).
5. Evidence that the County purchasing policy has been met. Contact Purchasing at 240-313-2332 for assistance.

Application forms are available by contacting the Division of Emergency Services at 240-313-2900.

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: **First Hose Company of Boonsboro**
EMS Transport Unit – Rohrersville Fire Station

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: R. David Hays, Director, Division of Emergency Services
David Chisholm, Deputy Director, Division of Emergency Services
Vern Wachter, Chief, First Hose Company of Boonsboro
George Meyer, President, First Hose Company of Boonsboro
James L. Sprecher Jr., President, WCVFRA
Dale Fishack, Vice President, WCVFRA

RECOMMENDATION: Motion to approve the First Hose Company of Boonsboro to establish EMS transport services from its current sub-station on MD Route 67 (Rohrersville Road), Fire Station 8.

REPORT-IN-BRIEF: The Division of Emergency Services received a letter from the First Hose Company of Boonsboro, relative to the planned placement of an EMS transport unit within Fire Station 8 (Rohrersville Sub-station). If EMS transport services are approved under this request, DES would utilize the two (2) existing County employees to cross staff the transport unit.

DISCUSSION: The First Hose Company of Boonsboro has received all appropriate approvals from the Washington County Vol. Fire and Rescue Association and is now ready to move forward with implementation of services, once approved by the Washington County Board of County Commissioners. The addition of EMS transport services to the residents of south county will provide significant enhancements to service delivery within that area, as well as expanding the number of daily EMS transport units that are available throughout the County.

FISCAL IMPACT: TBD – Fuel and Maintenance Reimbursement

CONCURRENCES: Director of Emergency Services
Washington County Vol. Fire and Rescue Association (WCVFRA)

ALTERNATIVES: Continue discussions with the First Hose Company of Boonsboro.

ATTACHMENTS: Emergency Medical Services MOU

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of ________________, 2025, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County"), and the THE FIRST HOSE COMPANY OF BOONSBORO, WASHINGTON COUNTY, STATE OF MARYLAND INC., a Maryland non-profit corporation (the "Station").

RECITALS

WHEREAS, the Division of Emergency Services (the "Division") was created by the County for the purpose of administering the County's affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station is agreeable to placing an EMS transport unit (the "EMS Unit") with Fire Station 8 (Rorhersville Sub-Station) (hereinafter "Station 8").

WHEREAS, the County agrees to staff the EMS unit with two (2) Division employees.

WHEREAS, the parties agree that this MOU shall serve as the guiding document setting forth the terms to which the parties will abide as it relates to the staffing of the EMS Unit.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Definitions.**

    a. Authority Having Jurisdiction ("AHJ"). The Board of County Commissioners of Washington County, MD by resolution (RS-2014-17) maintain the Authority Having Jurisdiction over all matters involving fire, rescue and emergency medical serves in Washington County, MD.

    b. County Personnel. ("County Personnel") County Fire/EMS employees assigned to Station 8 and/or the EMS Unit to provide fire and emergency medical services. County Personnel are supervised and managed by the Director, or his/her designees and are subject to Volunteer Station assignment changes at the discretion of the Director.

    c. Division. The Division of Emergency Services ("DES") serves as the oversight agency on behalf of the Washington County Board of County Commissioners on all matters involving fire, rescue, and emergency medical services for Washington County, Maryland. The Division shall include County Personnel operating under the management of the Division Director (the "Director").

d. Property. Real and personal property including apparatus(es), vehicles, and equipment.

e. Washington County Volunteer Fire and Rescue Association (WCVFRA). A volunteer Association representing the 26-volunteer fire and EMS companies that are authorized to operate in Washington County, MD. The WCVFRA provides administrative and operational guidance to the volunteer fire and EMS companies within Washington County, MD.

f. Volunteer Fire and Rescue Stations. ("Volunteer Stations") Independent, legally incorporated non-profit organizations responsible for their own corporate administrative affairs, including but not limited to members, employees, risk management, investments, and the management of their assets. The Volunteer Stations are officially recognized by the County to provide fire, rescue, and emergency medical services in accordance with the policies, procedures, and laws of the County and the Division.

g. Washington County Fire and EMS Volunteers. ("Volunteers") All Volunteer Station fire and emergency medical services volunteers performing duties without promise, expectation, or receipt of compensation for services rendered.

2. County Personnel and Volunteer Relations.

a. Assignment and Scheduling of County Personnel

i. The Division agrees to provide staffing to the Station based upon available resources and Division priorities.
ii. The Division shall have sole responsibility and final authority over the assignment and/or schedule of County Personnel.
iii. Within the limits of ability, the Division will provide the Company with access to the Division scheduling program or provide a copy of the scheduled Division coverage for their station.
iv. The County shall provide liability coverage for the acts and omissions of County Personnel that are committed within the scope of their public duties and employment. The County will make a copy of its insurance coverage for County Personnel available to the Station for file.

3. Management of County Personnel.

a. The County, through its oversight of the Division will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all County Personnel.

b. County Personnel are subject to Washington County Personnel Rules and Regulations (See Appendix A).

c. A copy of the Washington County Personnel Rules and Regulations will be provided to the Station Chief or designee.

d. Any violation of a Station or Company policy should be reported to the assigned Division Regional Officer who will either refer the issue as appropriate, or conduct an appropriate inquiry, and determine an appropriate course of action, in accordance with the County's progressive discipline policy (See Appendix A).

e. The Division maintains responsibility for all matters involving the conduct and services provided by Division personnel, regardless of the equipment, apparatus, or the facility being used or represented.

f. The County shall be responsible for all compensation and benefits of County Personnel, including the worker's compensation coverage for County Personnel assigned to Station.

g. To the extent possible, County Personnel shall operate under the policies and procedures of the Station, provided no conflict exists with County policy or regulation. Copies of these policies must be provided to the Director or his/her designee prior to County Personnel placement at the Station and any amendments or new policies shall be provided to the Director as they are implemented. Station specific administrative rules and regulations will not be altered, amended, or deleted by the Director unless mutually agreed upon, in writing by the leadership of Station. It is highly recommended that the Station post all applicable rules or regulations for County Personnel in a space accessible to County Personnel. To the extent there is an unresolvable conflict, the County policy shall control.

h. County Personnel will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the Station's property whose general primary purpose is revenue generation, such as bingo halls, carnival grounds, banquet facilities, and activities buildings.

i. On-duty County Personnel may not be requested and shall not assist in the Station gaming or fund-raising activities, such as but not limited to, selling raffle tickets, working bingo, working a carnival booth, or selling food.

j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.

k. The Station shall provide apparatus and other vehicles (Station and/or Division owned) to County Personnel assigned to Station 8 to enable County Personnel to perform their duties, including driver's training, incident responses, Station supported/authorized training, public education and community related events and activities. County Personnel and Volunteers may operate only the vehicle they are licensed and approved to operate under the Division and Station standard operating procedures and standard operating guidelines. Station and the Director shall establish other criteria governing the use of the Station and Division-owned vehicles. Director shall not lessen any Station mandated standards for operation of any equipment.

l. Station shall be responsible for ensuring all maintenance and inspections are performed on Station-owned apparatus and vehicles and that said apparatus and vehicles have current certifications and have passed all required inspections as required by all federal, state, or local laws or regulations.

m. As needed, the Station will provide housing space, inside the facility, for Division assigned apparatus.

4. **Station Obligations to County Personnel.** Station agrees to provide the following for County Personnel:

a. At a minimum, the Station must purchase and maintain fully functional and adequately equip (per County standards and State requirements) the EMS Unit. Nothing in this section shall be interpreted as to constitute a waiver, by the County, of its full and absolute authority and discretion to administer the provision of fire, rescue, and emergency medical services in Washington County.

b. A workplace that is compliant with all safety standards and codes.

c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).

d. Adequate parking for each assigned County Personnel.

e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.

f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.

g. One secure locker for each County Personnel regularly assigned to work at Station 8 to accommodate a uniform change and house personal hygiene items. (Suggested 12”W x 18”D x 72”H)

h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.

i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.

j. At a minimum, a functional telephone in the sleeping areas of Station 8.

k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within Station 8, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County's Worker's Compensation insurance or employees and volunteers.

l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.

m. Adequate cleaning supplies and equipment for County Personnel use and for Station 8 maintenance.

n. Access to audio visual equipment in Station 8 for training programs.

o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County's sole cost and expense. County agrees to perform all restorative acts necessary to return Station 8 to good condition immediately following any installation.

p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

5. **County/Division Obligations to Station.**

a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.

b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.

c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in Station 8. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.

d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.

e. Complaints (Volunteer) (See Appendix B)

    i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
    ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
    iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
    iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
    v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.

f. Complaints (Division) (See Appendix B)

    i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.
    ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.

    iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.

g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station discipline involves a Volunteer's removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.

h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.

i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

6. **Budget and Funding.**

a. Upon the County's cross-staffing of Station 8 EMS transport unit, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.

b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.

c. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:

   i. Senator Amoss 508 funding,
   ii. State Gaming funding,
   iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
   iv. County Fuel and Maintenance programs, and
   v. Property, casualty, liability and vehicle insurance.

d. The Division will assume EMS billing responsibility upon placement of County Personnel in Station 8.

e. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate EMS billing.

f. The County will establish billing rates upon the County assuming EMS billing for the Company.

g. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

7. **Indemnification and Insurance.**

   a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.

   b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.

   c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.

   d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.

   e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.

8. **Term.** The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.

9. **Governance.** The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

10. **Understanding of the Parties.** This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:

THE FIRST HOSE COMPANY OF BOONBORO, WASHINGTON COUNTY, STATE OF MARYLAND, INC.

____

BY: __________________________(SEAL)
Name:
Title:

WITNESS:

COUNTY:

BOARD OF COUNTY COMISSIONERS OF WASHINGTON COUNTY, MARYLAND

____

BY:_________________________(SEAL)
John F. Barr, President

Approved as to form for execution by the County:

____
Zachary J. Kieffer
County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B
CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working ho

<u>Situations requiring escalation and/or notification to the Deputy Director and Director</u>

- Physical Altercation
- Hostile Work Environment
- Sexual Assault
- Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

<u>Situations requiring escalation to the Operations Manager-Fire</u>

- Physical Altercation
- Hostile Work Environment
- Sexual Assault
- Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

<u>Situations requiring escalation to DES Station Officer</u>

- Physical Altercation
- Hostile Work Environment
- Sexual Assault
- Staff Under Influence

Open Session Item

SUBJECT: Bid Award (PUR-1771) Water Sewerage Plan Update

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Jill Baker, Director, Planning and Zoning

RECOMMENDED MOTION: Move to award the procurement of a Water Sewerage Plan Update to Rummel, Klepper & Kahl, LLP (RK&K) of Baltimore, MD. This approval is contingent upon the final approval of the contract by the County Attorney's office.

REPORT-IN-BRIEF: The awardee will draft a Water and Sewerage Master Plan that conforms to the requirements of the Environmental Article of the Annotated Code of Maryland as well as COMAR. The draft should include all analysis, maps, charts, models, and drawings as required by Maryland State law. All draft and final plans will be reviewed by county and municipal staff, Maryland Department of the Environment, the county Planning Commission, and local elected officials.

On September 10, 2025, the Invitation to Bid was posted on the County's new online bidding website, Euna/Ionwave, and listed on the State of Maryland's eMaryland Marketplace Advantage website; Eleven (11) persons/companies accessed the document online. And on October 8, 2025, two proposals were received per electronic submittal; both proposals were considered responsive by the Committee, and both price proposals were opened.

The Committee was comprised of the following County employees: Director of Planning and Zoning (Committee Chairman), Purchasing Director, Division Director of Environmental Management, Deputy Director of Water Quality, and the Planning & Zoning Deputy Director. The initial term of this contract is anticipated to be for a year period, tentatively commencing November 1, 2025, and ending October 31, 2026, with an option by the Board to renew for up to one (1) six (6) month period based on the annual lump sum fees proposed by the successful firm.

FISCAL IMPACT: Funds were budgeted and are available in the Department of Water Quality's Capital Improvement Program Budget, 37-40010-STY025

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1782) 250th Anniversary Coin

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Purchasing Director, and Danielle Weaver, Director of Public Relations and Marketing

RECOMMENDED MOTION: Move to authorize the purchase of 250th Anniversary coins in the amount of $69,600 for 4,000 sets from Everything Promo of New York, NY.

REPORT-IN-BRIEF: In the year 2026, the United States of America and Washington County will both celebrate the historic milestone of their 250th anniversaries. These commemorative coins will be available for resale through an online store launched by the Washington County Public Relations and Marketing Department, as well as at the July 4, 2026, celebration honoring both America's and Washington County's anniversaries. The coins represent the county's rich history, resilience, and contributions to the nation's founding—honoring the people, places, and events that have shaped Washington County over the past two and a half centuries.

Section 1-106.2(a)(2) & (4) of the Code of Public Laws of Washington County, Maryland, to procure the request. This section states that a sole source procurement is authorized and permissible when the compatibility of equipment, accessories, or replacement parts is the paramount consideration and a sole vendor's item is to be procured for resale.

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.

DISCUSSION: The coins were originally purchased so that each town could have coins to distribute at their local events. Citizens will have the opportunity to travel around Washington County, visiting each municipality to collect the coins and complete the full set. The County will distribute its commemorative coin at the capstone event on July 4, 2026, along with a collector's box, giving residents a way to celebrate the county's 250th anniversary while engaging with the entire community. This initiative encourages exploration of the county's towns, fosters a sense of connection to local history, and allows participants to create a tangible keepsake that represents the rich heritage of Washington County.

FISCAL IMPACT: Funds are budgeted in the FY2026 budget, 505150-10-12800-PRG005-OTHR 000000.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Everything Promo's quote dated 10-23-25

AUDIO/VISUAL NEEDS: N/A

From: Tommy <tommy@everythingpromo.com>
Date: Thursday, October 23, 2025 at 1:15 PM
To: Repp, Jena <jrepp@washco-md.net>
Subject: Quotation & Proofs - Washington County Government - 250th Coin Sets

Hey Jena,

Thanks for the inquiry, I am your **Dedicated Account Manager**, I will be helping you through this order and any future inquiries you may have!

Please find your proofs attached. See below for your all-inclusive quote.

- **Item:** 250th Coin Sets
- **Print**: Custom
- **Quantity**: 1,000
- **TOTAL COST: $24,640 – price includes printing and shipping.**
- **Quantity**: 2,000
- **TOTAL COST: $46,480 – price includes printing and shipping.**
- **Quantity**: 3,000
- **TOTAL COST: $66,780 – price includes printing and shipping.**
- **Quantity**: 4,000
- **TOTAL COST: $83,440 – price includes printing and shipping.**

- **Quantity**: 5,000
- **TOTAL COST: $97,300 – price includes printing and shipping.**
- **25 Calendar Days Production + 12 Calendar Days Air Shipping.**

OR

- **Item:** 250th Coin Sets
- **Print**: Custom
- **Quantity**: 1,000
- **TOTAL COST: $20,850 – price includes printing and shipping.**
- **Quantity**: 2,000
- **TOTAL COST: $40,800 – price includes printing and shipping.**
- **Quantity**: 3,000
- **TOTAL COST: $56,700 – price includes printing and shipping.**
- **Quantity**: 4,000
- **TOTAL COST: $69,600 – price includes printing and shipping.**
- **Quantity**: 5,000
- **TOTAL COST: $79,500 – price includes printing and shipping.**
- **25 Calendar Days Production + 30 Calendar Days Sea Shipping.**

To move forward with the order I will need your **full billing and shipping addresses** to raise the order confirmation.

Note the quotation is valid until January 1st, 2026.
I look forward to hearing from you.
Kindest Regards,

Tommy Dean
Senior Account Manager

T: 888-202-9434 E: tommy@everythingpromo.com
A: One Liberty Plaza,165 Broadway, Suite 2301 New York, NY 10006

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0217) – DebtBook , Debt and Lease Management Products and Services for the Department of Budget and Finance

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing, and Zane Garrett, Deputy Director, Budget and Finance

RECOMMENDED MOTION: Move to authorize by Resolution, the approval for the purchase of debt and lease products and services for a cloud-based software for the Department of Budget and Finance from DebtBook of Charlotte, NC at the contracted pricing totaling $158,875 for a five-year term, based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #14-03. This is also contingent on the final approval by the County Attorney's office of the contract agreement.

REPORT-IN-BRIEF: The software is required to manage countywide lease and subscription assets with the implementation of Governmental Accounting Standards, Statement #87 and #96, which took effect in fiscal year 22 and fiscal year 23, respectively. Additionally, countywide debt is tracked in DebtBook. The software is utilized in the preparation of annual budgets, as well as financial statements. This is simply a renewal of the existing software already in place.

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 products and services 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 these products and services by utilizing the Omnia - NCPA contract and eliminating our county's bid process would result in administrative and cost savings for the Department of Budget and Finance and Purchasing Department in preparing specifications.

FISCAL IMPACT: Funding is budgeted and available in the department's operating budget for these services 515180-10-10500

CONCURRENCES: Kelcee Mace, Chief Financial Officer

ATTACHMENTS: DebtBook quote dated October 28, 2025

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0217] DebtBook, Debt and Lease Management Products and Services for the Department of Budget and Finance)

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 Budget and Finance Department seeks to purchase debt and lease products and services for cloud-based software from DebtBook of Charlotte, North Carolina, at the contracted pricing totaling $158,875 for a five-year term, based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #14-03.

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 Budget and Finance Department is hereby authorized to purchase debt and lease products and services for cloud-based software from DebtBook of Charlotte, North Carolina, at the contracted pricing totaling $158,875 for a five-year term, based on the contract awarded by Omnia – National Cooperative Purchasing Alliance (NCPA) RFP #14-03.

Adopted and effective this ____ day of November, 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

DebtBook

ORDER FORM

I. **General Information**

Customer Information

Customer Name: Washington County, MD ("Customer")
Address: 100 West Washington Street,Suite 1100
Hagerstown, MD 21740
Contact Name: Zane Garrett
Email: zgarrett@washco-md.net

Customer Billing Information

Address: 100 West Washington Street,Suite 1100
Hagerstown, MD 21740
Billing Email: zgarrett@washco-md.net

Order Form Information

Order Form Effective Date: December 1, 2025

Agreement Effective Date: December 1, 2025

II. **Products & Services**

Item & Description
Debt Management Core Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services Debt Accounting Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services Debt Proceeds Management Annual recurring fee for DebtBook's debt proceeds management software-as-a-service application provided to Customer through access to the Application Services Lease & SBITA Management Complete Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services

Annual Summary	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Recurring Subscription Fees	$31,775.00	$31,775.00	$31,775.00	$31,775.00	$31,775.00
One-Time Fees	$0.00				
Annual Total	**$31,775.00**	**$31,775.00**	**$31,775.00**	**$31,775.00**	**$31,775.00**
TOTAL					**$158,875.00**

III. **Order Form Terms**

1. **Services**. This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term**. The Initial Term of this Order Form begins on the Order Form Effective Date as indicated above and will continue for 5 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).

3. **Fees**. DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.

IV. **General Terms**

This Renewal Order Form ("Order Form") and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties. By executing this Order Form and the Master Services Agreement, the Parties agree that the Agreement replaces and terminates any existing agreement or terms and conditions governing the Services described herein. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form and replaces any existing agreement or terms and conditions governing the Services herein. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined in this Order Form will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**Washington County, MD**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between DebtBook and the customer signing below ("Customer"). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, any Customer Terms, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Agreement. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Agreement.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Effective Date**" means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.
Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support**.**

(a) Order Forms. The Services and Products, and any Service or Product specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and Products specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b)

(c) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(d)

(e) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Master Services, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Master Services Agreement, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266**.

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**Washington County, MD**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Open Session Item

SUBJECT: Rescind Bid (PUR-1772) – Hangar 22 HVAC System Replacement for the Hagerstown Regional Airport

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Neil Doran, Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Move to relieve Digital Career Opportunities Worldwide LLC of Middle River, MD, from their bid submission dated October 7, 2025, without prejudice for the procurement of the Hangar 22 HVAC System Replacement at the Hagerstown Regional Airport.

REPORT-IN-BRIEF: On October 22, 2025, the Purchasing Office received notification from Digital Career Opportunities Worldwide LLC requesting to rescind their bid submission for this project.

The County accepted bids for this project on October 8, 2025. The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" (eMMA) website and the County's new online bidding website (Euna/Ionwave). The County reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County.

FISCAL IMPACT: N/A

CONCURRENCES: Public Works Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1772
Hangar 22 HVAC System Replacement at The Hagerstown Regional Airport

				Digital Career Opportunities Worldwide LLC		MS Johnston Co., Inc.		Recon Group	
				Total Price	**$51,400.00**	**Total Price**	**$72,000.00**	**Total Price**	**$104,615.00**
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Total Sum HVAC System Replacement (To include Minimum Manufacturer 10 Year Labor and Material Warranty)	1	Total Sum	$48,400.00	$48,400.00	$72,000.00	$72,000.00	$90,240.00	$90,240.00
2	Add Alternate No. 1 (Manufacturer 15-Year Labor and Material Warranty)	1	EA	$3,000.00	$3,000.00	No Bid		$14,375.00	$14,375.00

				American Air Cooling & Heating Systems, LLC		Specialty Construction Management		Grassfield Construction LLC	
					$172,450.00	**Total Price**	**$251,174.00**	**Total Price**	**$1,050,031.00**
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Total Sum HVAC System Replacement (To include Minimum Manufacturer 10 Year Labor and Material Warranty)	1	Total Sum	$77,000.00	$77,000.00	$251,174.00	$251,174.00	$505,515.50	$505,515.50
2	Add Alternate No. 1 (Manufacturer 15-Year Labor and Material Warranty)	1	EA	$95,450.00	$95,450.00	No Bid		$544,515.50	$544,515.50

Remarks/Exceptions;

Specialty Constructin Management

Deduct $69,974.00 for a total of $181,200.00 for a Standard Manufacturer's 1 year Labor & Material Warranty

Responding Supplier	City	State	Response Total
Digital Career Opportunities Worldwide LLC	Middle River	Maryland	$51,400.00
MS Johnston Co., Inc.	Hagerstown	Maryland	$72,000.00
Recon Group	Crofton	Maryland	$104,615.00
American Air Cooling & Heating Systems LLC	Frederick	Maryland	$172,450.00
Specialty Construction Management	Hyattsville	Maryland	$251,174.00
Grassfield Construction LLC	Bethesda	Maryland	$1,050,031.00

Bids Due 10/8/2025

Open Session Item

SUBJECT: Bid Award (PUR-1772) Hangar 22 HVAC System Replacement for the Hagerstown Regional Airport

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Neil Doran, Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Move to award the Hangar 22 HVAC System Replacement at the Hagerstown Regional Airport contract to the responsive, responsible bidder MS Johnston Co., Inc. of Hagerstown, MD, based on the Total Lump Sum bid of $72,000.

REPORT-IN-BRIEF: The purpose of this project is to replace the rooftop-mounted HVAC unit, which is well past its useful life and is experiencing increasing reliability issues. The hangar in question is occupied by our business tenant Royal Aircraft Services, a subsidiary of Mountain Air Cargo / Air T, and used for aircraft painting. These operations require precise control of temperature and humidity to ensure proper results, adhesion, curing, color consistency and speed of drying.

It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract as listed in the bid document.

On September 10, 2025, the Invitation to Bid was posted on the County's new online bidding website, Euna/Ionwave, and listed on the State of Maryland's eMaryland Marketplace Advantage website; fifteen (15) persons/companies accessed the document online. And on October 8, 2025, six (6) bids were received per electronic submittal as shown on the attached Bid Tabulation Matrix.

FISCAL IMPACT: Funds were budgeted and are available in the department's FY26 approved Capital Improvement Budget (CIP) Airport Systemic Improvements BLD088 line item.

CONCURRENCES: Director of Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1772
Hangar 22 HVAC System Replacement at The Hagerstown Regional Airport

				Digital Career Opportunities Worldwide LLC		MS Johnston Co., Inc.		Recon Group	
				Total Price	$51,400.00	Total Price	$72,000.00	Total Price	$104,615.00
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Total Sum HVAC System Replacement (To include Minimum Manufacturer 10 Year Labor and Material Warranty)	1	Total Sum	$48,400.00	$48,400.00	$72,000.00	$72,000.00	$90,240.00	$90,240.00
2	Add Alternate No. 1 (Manufacturer 15-Year Labor and Material Warranty)	1	EA	$3,000.00	$3,000.00	No Bid		$14,375.00	$14,375.00

				American Air Cooling & Heating Systems, LLC		Specialty Construction Management		Grassfield Construction LLC	
					$172,450.00	Total Price	$251,174.00	Total Price	$1,050,031.00
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Total Sum HVAC System Replacement (To include Minimum Manufacturer 10 Year Labor and Material Warranty)	1	Total Sum	$77,000.00	$77,000.00	$251,174.00	$251,174.00	$505,515.50	$505,515.50
2	Add Alternate No. 1 (Manufacturer 15-Year Labor and Material Warranty)	1	EA	$95,450.00	$95,450.00	No Bid		$544,515.50	$544,515.50

Remarks/Exceptions;
Specialty Constructin Management
Deduct $69,974.00 for a total of $181,200.00 for a Standard Manufacturer's 1 year Labor & Material Warranty

Responding Supplier	City	State	Response Total
Digital Career Opportunities Worldwide LLC	Middle River	Maryland	$51,400.00
MS Johnston Co., Inc.	Hagerstown	Maryland	$72,000.00
Recon Group	Crofton	Maryland	$104,615.00
American Air Cooling & Heating Systems LLC	Frederick	Maryland	$172,450.00
Specialty Construction Management	Hyattsville	Maryland	$251,174.00
Grassfield Construction LLC	Bethesda	Maryland	$1,050,031.00

Bids Due 10/8/2025

Open Session Item

SUBJECT: Contract Award (PUR-1773) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 21, 2025.

2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN.,** at the unit bidder factor prices as stated in its bid dated October 21, 2025.

3. Contract for **diesel tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 21, 2025.

4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN.,** at the unit bidder factor prices stated in its bid dated October 21, 2025.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 22, 2025, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2025, and end on November 30, 2026. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA *"eMaryland Marketplace Advantage"* website and the County's new online bidding website (Ionwave/Euna). Eight (8) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for this service.

CONCURRENCES: N/A

ATTACHMENTS: Bid Tabulation

PUR-1773
Bulk Gasoline and Diesel Fuel Deliveries

Line	Description	QTY	UOM	Petroleum Traders Corporation Fort Wayne, IN Total Price Unit	Tartan Oil LLC Knoxville, IN Total Price Unit	Campbell Oil Company Elizabethtown, NC Total Price Unit	Mansfield Oil Company of Gainesville Gainesville, GA Total Price Unit	AC&T Company Inc. Hagerstown, MD Total Price Unit	Colonial Oil Industries, Inc. Savannah, GA Total Price Unit	Pinnacle Petroleum, Inc. Huntington Beach, CA Total Price Unit
1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	$0.25	$0.5647	$0.6074
2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	$0.25	$0.5647	$0.6074
3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-$0.1268	-$0.0403	-$0.0373	$0.005	$0.03	-$0.0594	-$0.0328
4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-$0.1026	-$0.0528	-$0.0596	$0.0352	$0.03	-$0.0404	-$0.0328
5	No. 2-D Diesel Ultra Low Sulfur Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	$0.25	$0.5647	$0.9435
6	No. 2-D Diesel Ultra Low Sulfur Transport	1	Bid Factor	$0.0266	$0.0462	$0.0363	$0.0563	$0.045	$0.0328	$0.0506
7	Please Add A Note Containing The Required Information Below: Winter Chemical Additive Protection (cost per gallon) Winter Chemical Additive Protection Product Name Manufacturer's Name	1	Per Gallon	$0.03	$0.03	$0.05	$0.035	$0.05	$0.03	$0.035

Remarks/Exceptions:

Petroleum Traders Corporation - Additive Protection Product Name 137ULSW Munufacturer's Name: Schaeffers

Campbell Oil, LLC - Schaeffer Manufacturing Diesel Treat 2000 Ultra Low Sulfur Winter Premium

AC& T Company, Inc. - Tank Wagon Storage Tank for 89 octane gas is out of service indefinately. HCC was notified & has been receiving 87 octane gas

AC& T Company, Inc. - Schaeffer Manufacturing 137 ULSW Diesel Treat 2000

Colonial Oil Industries, Inc. - Motiva Winter Blend

Pinnacle Petroleum Inc. - Cold Flow Primrose winter blend

Bids Due: October 22, 2025

Open Session Item

SUBJECT: Letter of Support – Challenge to Maryland Department of the Environment (MDE) interpretation of "Minor Subdivision"

PRESENTATION DATE: November 4, 2025

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

RECOMMENDED MOTION: Recommend approval to provide a support letter to Oliver Homes, LLC for their challenge of MDE interpretation.

REPORT-IN-BRIEF: Representatives from Oliver Homes, LLC have informed the County about a hardship facing developers and citizens due to an interpretation being made by MDE related to the definition of a minor subdivision. The Annotated Code of Maryland, Environment Article §9-206(a)(6)(i)(1)(B) states that a local jurisdiction may define or describe a minor subdivision within their ordinances provided the regulation "does not exceed seven **new** lots, plats, building sites, or other divisions of land." (Emphasis added). MDE, however, appears to interpret this provision as only allowing six new lots, with the "remaining lands" being treated as "Lot 7" rather than recognizing the "remaining lands" as having its own vested right that existed prior to the subdivision.

DISCUSSION: The Sustainable Growth and Agricultural Preservation Act of 2012 was passed by the Maryland General Assembly as part of Statewide strategies to reduce the amount of pollutants entering our waterways in accordance with the Chesapeake Bay restoration initiatives. The primary focus of this law is to reduce the number of on-site sewage disposal systems across the State to reduce nitrogen loads and improve water quality.

FISCAL IMPACT: n/a

CONCURRENCES: n/a

ALTERNATIVES: Do not provide a letter of support

ATTACHMENTS: Draft letter of support

AUDIO/VISUAL NEEDS: n/a

November 4, 2025

Oliver Homes, Inc.
Attention: Mark Oliver
19733 Leitersburg Pike
Hagerstown, Maryland 21742

Re: **Letter of Support for Oliver Homes's Challenge to Maryland Department of the Environment's Interpretation of "Minor Subdivision"**

Dear Mr. Oliver:

You have recently informed the Board of County Commissioners of Washington County, Maryland (the "Board") about a hardship facing developers in the State based on a statutory interpretation made by the Maryland Department of the Environment ("MDE"). As the Board understands the issue, MDE's interpretation of Section 9-206 of the Environment Article ("EA") unnecessarily restricts the number of permissible minor subdivisions in the context of individual sewerage systems. Because MDE's interpretation will affect the rights and property developments of a significant portion of the County, the Board supports your opposition to MDE's interpretation of the statute.

As stated above, the language which MDE has incorrectly interpreted appears in EA § 9-206(a)(6)(i)(1)(B). This section states that a local jurisdiction may define or describe a minor subdivision within their ordinances provided the regulation "does not exceed seven **new** lots, plats, building sites, or other divisions of land." (Emphasis added). MDE, however, appears to interpret this provision as only allowing six new lots, with the "remaining lands" being treated as "Lot 7" rather than recognizing the "remaining lands" as having its own vested right that existed prior to the subdivision.

After reviewing the materials submitted by you and our own County staff, we agree with and support the contention made by Oliver Homes that MDE is incorrectly applying the law referenced above regarding the definition of a "minor subdivision" as it relates to the installation of individual sewerage systems.

Thank you for bringing this issue to our intention so that we may advocate for all citizens of the County who are being affected.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

By: ____
John F. Barr, President

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Re-appointment of Jeff Semler to a 2nd term on the Planning Commission

PRESENTATION DATE: November 4, 2025

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

RECOMMENDED MOTION: Recommend re-appointment of Jeff Semler to a 2nd five year term from October 1, 2025 through September 30, 2030.

REPORT-IN-BRIEF: The Planning Commission is an appointed board whose primary responsibility is to guide a jurisdiction's future growth and development and overseeing the implementation of the Comprehensive Plan. This includes reviewing and making recommendations on land use matters like zoning, subdivisions, site plans and ordinance modifications. The Commission consists of 6 at-large members of the public, all appointed by the Board of County Commissioners, and 1 ex-officio (currently Randy Wagner).

DISCUSSION: Mr. Semler has served on the Planning Commission for 5 years. According to the bylaws of the Planning Commission the term of each member shall be five (5) years, or until his or her successor takes office. County policy states that boards and commissions members should be limited to two (2) terms.

The Planning Commission members support and recommend that Mr. Semler be re-appointed.

FISCAL IMPACT: This is a paid board.

CONCURRENCES: Planning Commission

ALTERNATIVES: Request recommendations for new members

ATTACHMENTS: n/a

AUDIO/VISUAL NEEDS: n/a

Open Session Item

SUBJECT: Potomac Edison Airport Easement

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION(S): Move to approve the easement and to authorize the execution of the necessary documentation to finalize the easement.

REPORT-IN-BRIEF: The County and Hagerstown Regional Airport received a State Rural Development Fund grant to extend underground utilities along Air Park Road on airport property and construct a digital air park sign. Potomac Edison is requesting a 10 ft easement over the underground power utility service and equipment.

DISCUSSION: The utility conduits and power supply system were designed by the County. Granting the easement is required for Potomac Edison to provide service and allow access for future maintenance and repairs.

FISCAL IMPACT: None

CONCURRENCES: Real Property Administrator, Airport Director

ALTERNATIVES: N/A

ATTACHMENTS: Easement agreement and reference drawing

AUDIO/VISUAL TO BE USED: N/A

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY
the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY, a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way Ten feet (10 ') wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in the 13th election District of Washington County, State of Maryland , acquired by me/us from ESTATE OF HORST NORA M
by deed dated the 24th day of March , of record in 1999 Book No. 1483
Page 333 of the land records of Washington County, State of Maryland
together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. 64125443 , which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

On, under, and across the property of the undersigned with the installed facilities being the center of said easement
Junction Cabinet 200256C13762
Transformer 200225C13766
Underground Primary
Service

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to Grantor's property caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this __________ day of __________ in the year __________.

WITNESS:	GRANTOR:		GRANTOR TITLE / RELATIONSHIP TO ENTITY:
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______

State of __________ County of __________ to-wit:

I hereby certify that on this __________ day of __________ (MONTH/YEAR) before me, a Notary Public in and for the State and County aforesaid, personally appeared __________

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of $0 .

My Commission Expires __________ __________
(NOTARY PUBLIC)

State of ______________________________ County of ______________________________ to-wit:

I hereby certify that on this __________________ day of ______________________________ before me, a
(MONTH/YEAR)

Notary Public in and for the State and County aforesaid, personally appeared ______________________________

____

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of ________________________.

My Commission Expires ________________________ ______________________________
(NOTARY PUBLIC)

MARYLAND CERTIFICATION

This instrument was prepared by the undersigned, an employee of The Potomac Edison Company, a party to the above instrument.

______________________________ Engineering Designer
(EMPLOYEE) (TITLE)

Miller Irwin

DECLARATION OF CONSIDERATION
(West Virginia)

The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:

The cost being less than One Hundred Dollars ($100).

Executed this ______________________________ day of ______________________________.

By ______________________________
(RIGHT-OF-WAY SOLICITOR)

This instrument prepared by ______________________________ under the direction of Gary A. Jack, Attorney for The Potomac Edison Company.

RIGHT-OF-WAY

Name BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY

Line

WBS Element/ Internal Order 64125443

Company Potomac Edison

Service Center Williamsport

State MD County Washington

Date 10/16/2025

COUNTY LAND RECORDS

The Potomac Edison Company™
RIGHT-OF-WAY AGREEMENT (Distribution) (MD and WV)
FORM NO. X-4216 (REV. 11-15) Page 1 of 2

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY, a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way Ten feet (10 ') wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in the 27th election District of Washington County, State of Maryland , acquired by me/us from Airport Properties LLC by deed dated the 30th day of November , of record in 2012 Book No. 4419 Page 124 of the land records of Washington County, State of Maryland together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. 64125443 , which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

On, under, and across the property of the undersigned with the installed facilities being the center of said easement
Junction Cabinet 200339C13770
Junction Cabinet 200303C13755
Undergrond Primary

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to Grantor's property caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this ______ day of ______ in the year ______.

WITNESS:	GRANTOR:		GRANTOR TITLE / RELATIONSHIP TO ENTITY:
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______

State of ______ County of ______ to-wit:

I hereby certify that on this ______ day of ______ (MONTH/YEAR) before me, a Notary Public in and for the State and County aforesaid, personally appeared ______

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of $0 .

My Commission Expires ______ ______
(NOTARY PUBLIC)

State of ________________ County of ________________ to-wit:

I hereby certify that on this ________ day of ________________ before me, a
(MONTH/YEAR)

Notary Public in and for the State and County aforesaid, personally appeared ________________

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of ________________.

My Commission Expires ________________ ________________
(NOTARY PUBLIC)

MARYLAND CERTIFICATION

This instrument was prepared by the undersigned, an employee of The Potomac Edison Company, a party to the above instrument.

________________ Engineering Designer
(EMPLOYEE) (TITLE)

Miller Irwin

DECLARATION OF CONSIDERATION
(West Virginia)

The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:

The cost being less than One Hundred Dollars ($100).

Executed this ________________ day of ________________.

By ________________
(RIGHT-OF-WAY SOLICITOR)

This instrument prepared by ________________ under the direction of Gary A. Jack, Attorney for The Potomac Edison Company.

RIGHT-OF-WAY

Name BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY

Line

WBS Element/ Internal Order 64125443

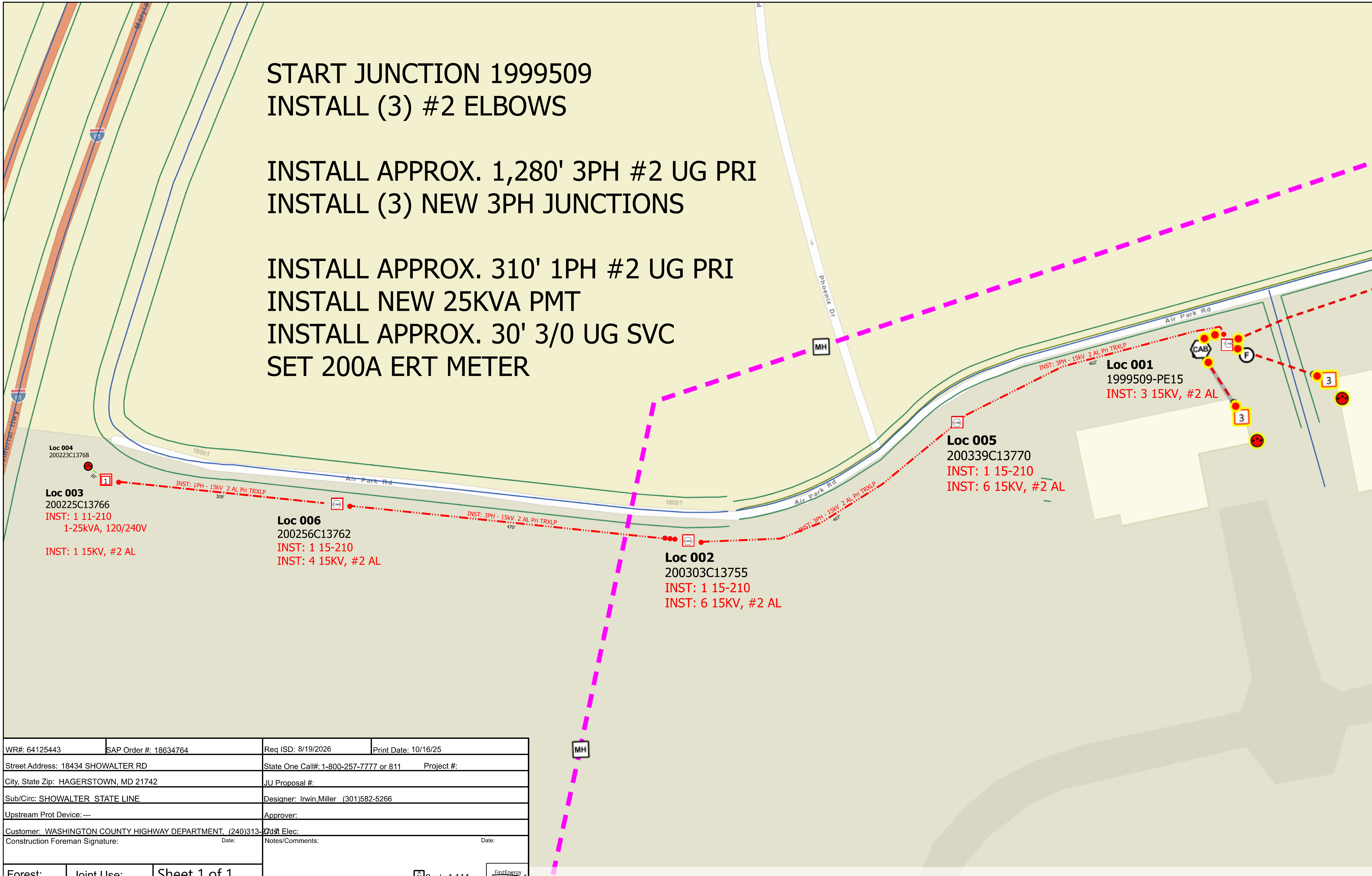
Company Potomac Edison

Service Center Williamsport

State MD County Washington

Date 10/16/2025

COUNTY LAND RECORDS



WR#: 64125443	SAP Order #: 18634764	Req ISD: 8/19/2026	Print Date: 10/16/25
Street Address: 18434 SHOWALTER RD		State One Call#: 1-800-257-7777 or 811	Project #:
City, State Zip: HAGERSTOWN, MD 21742		JU Proposal #:	
Sub/Circ: SHOWALTER STATE LINE		Designer: Irwin,Miller (301)582-5266	
Upstream Prot Device: ---		Approver:	
Customer: WASHINGTON COUNTY HIGHWAY DEPARTMENT, (240)313-2719		Cust Elec:	
Construction Foreman Signature: Date:		Notes/Comments: Date:	
Forest:	Joint Use: Sheet 1 of 1	REV: CREWS Revision 2	Scale 1:111 FirstEnergy

OPEN SESSION ITEM

SUBJECT: Smithsburg WWTP New Electric Service - Easement Agreement

PRESENTATION DATE: November 4, 2025

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

RECOMMENDED MOTION: Sign and Notarize Right-of-Way Agreement for new electric service to Smithsburg WWTP.

REPORT-IN-BRIEF: As part of the Smithsburg WWTP ENR Upgrade, Potomac Edison will be installing a larger electric service. They have requested the County to execute a new easement agreement that covers the underground cables and new transformer being installed.

DISCUSSION: The existing electrical service for the Smithsburg WWTP is 800 Amp and the new service being installed is a 1,600 Amp service.

FISCAL IMPACT: The Contractor for the Plant Upgrade installed the underground conduits and concrete slab for the new transformer as part of their scope of work. The new service is needed to support the electrical demands of the upgraded plant.

CONCURRENCES: DEM Director

ATTACHMENTS: Program Application for signature.

The Potomac Edison Company™
RIGHT-OF-WAY AGREEMENT (Distribution) (MD and WV)
FORM NO. X-4216 (REV. 11-15) Page 1 of 2

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, Board of County Commissioners of Washington County
the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY, a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way TEN feet (10 ') wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in 7th District of Washington County, State of Maryland , acquired by me/us from SMITHSBURG DEVELOPMENT CORPORATION by deed dated the 7th day of July , of record in 1993 Book No. 1103 Page 365 of the land records of Washington County, State of Maryland together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. 63973602, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:
ON, UNDER, AND ACROSS THE PROPERTY OF THE UNDERSIGNED WITH THE INSTALLED FACILITIES
BEING THE CENTER OF SAID EASEMENT
UNDERGROUND PRIMARY
TRANSFORMER 204697C12019

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to Grantor's property caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this ______ day of ______ in the year ______.

WITNESS:	GRANTOR:		GRANTOR TITLE / RELATIONSHIP TO ENTITY:
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______
______	______ (SIGNATURE)	/ ______ (NAME – Please print)	______

State of County of to-wit:

I hereby certify that on this ______ day of ______ (MONTH/YEAR) before me, a Notary Public in and for the State and County aforesaid, personally appeared ______

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of ZERO DOLLARS.

My Commission Expires ______ ______ (NOTARY PUBLIC)

State of ______________________ County of ______________________ to-wit:

I hereby certify that on this ______________ day of ______________________ before me, a
(MONTH/YEAR)

Notary Public in and for the State and County aforesaid, personally appeared ______________________

____

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of ______________________.

My Commission Expires ______________________ ______________________
(NOTARY PUBLIC)

MARYLAND CERTIFICATION

This instrument was prepared by the undersigned, an employee of The Potomac Edison Company, a party to the above instrument.

______________________ Designer I
(EMPLOYEE) (TITLE)

Garrett Hixon

DECLARATION OF CONSIDERATION
(West Virginia)

The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:

The cost being less than One Hundred Dollars ($100).

Executed this ______________________ day of ______________________.

By ______________________
(RIGHT-OF-WAY SOLICITOR)

This instrument prepared by ______________________ under the direction of Gary A. Jack, Attorney for The Potomac Edison Company.

RIGHT-OF-WAY

Name Board of County Commissioners of Washington County

Line Ringgold/ School

WBS Element/ Internal Order 63973602

Company Potomac Edison

Service Center Williamsport

State MD County Washington

Date 10/21/2025

COUNTY LAND RECORDS

Open Session Item

SUBJECT: Permits Operations Manager

PRESENTATION DATE: November 4, 2025.

PRESENTATION BY: Chip Rose, HR Director.

RECOMMENDATION: Staff is seeking a motion to approve the promotion of Paula Cauffman to position #1221, Permits Operations Manager, Grade 13, Step 3 $68,765 ($33.06 /hour).

REPORT-IN-BRIEF: To approve the promotion of Paula Cauffman to position #1221, Permits Operations Manager, Grade 13, Step 3 $68,765 ($33.06 /hour).

DISCUSSION: To approve the promotion of Paula Cauffman to position #1221, Permits Operations Manager, Grade 13, Step 3 $68,765 ($33.06 /hour).

FISCAL IMPACT: N/A

CONCURRENCES: Gordon, Michelle: County Administrator.

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

Board of Country Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Recommended 'overfilling' strategy for Emergency Communication Specialists.

PRESENTATION DATE: November 4, 2025.

PRESENTATION BY: Chip Rose, HR Director.

RECOMMENDATION: Staff is seeking approval to develop a staffing strategy that anticipates our extended training window for ECS. The data shows it takes 12 months to train a new hire to become proficient as an ECS I (generally referred to as a call taker). It takes another 6 months to become proficient as an ECS II and a total of 24 months to become proficient as an ECS III.

REPORT-IN-BRIEF: The turnover rate in ECS this past fiscal year was 25%. The ECS budget for FY25-26 includes 40 dispatchers, 8 supervisors, and 5 administrative personnel. If we apply that turnover rate to our dispatchers (40 x .25 = 10) we anticipate losing 10 dispatchers, this fiscal year.

DISCUSSION: Due to the long runway to train these specialists, we're asking for approval to overfill the ECS I by a conservative 10% (4) of our approved HC budget in anticipation of the 25% turnover that we're seeing.

FISCAL IMPACT: ECS spent $56,000 on OT in September alone. As of 10/6/2025 we're already at 36% of our overtime budget. Any overstaffing costs will be offset by the overtime we're paying to cover shifts.

CONCURRENCES: Gordon, Michelle: County Administrator.

ALTERNATIVES: N/A

ATTACHMENTS: Turnover report, FY 2024-25.

AUDIO/VISUAL NEEDS: N/A

Executive Summary

Turnover in ECS FY-24-25

Month-ending	AUG	SEP	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JLY		Avg HC
Active employees	54	54	60	58	58	54	57	56	54	54	51		55.45
Terms (Annualized)	0	0	2	3	3	7	7	9	11	11	14		25.2%
Term Details													
			9/11 Cullen	9/11 Cullen	9/11 Cullen	6/23/24 St. Clair	6/23/24 St. Clair	6/23/24 St. Clair	6/23/24 St. Clair	6/23/24 St. Clair	6/23/24 St. Clair		
			10/25 Ruppenthal	10/25 Ruppenthal	10/25 Ruppenthal	6/23/2024 Ros	6/23/2024 Ros	6/23/2024 Ros	6/23/2024 Ros	6/23/2024 Ros	6/23/2024 Ros		
				12/14 Wicher	12/14 Wicher	6/23/24 Beall	6/23/24 Beall	6/23/24 Beall	6/23/24 Beall	6/23/24 Beall	6/23/24 Beall		
						6/23/24 Bockstanz	6/23/24 Bockstanz	6/23/24 Bockstanz	6/23/24 Bockstanz	6/23/24 Bockstanz	6/23/24 Bockstanz		
						9/11 Cullen	9/11 Cullen	9/11 Cullen	9/11 Cullen	9/11 Cullen	9/11 Cullen		
						10/25 Ruppenthal	10/25 Ruppenthal	10/25 Ruppenthal	10/25 Ruppenthal	10/25 Ruppenthal	10/25 Ruppenthal		
						12/14 Wicher	12/14 Wicher	12/14 Wicher	12/14 Wicher	12/14 Wicher	12/14 Wicher		
								4/2 Galvan	4/2 Galvan	4/2 Galvan	4/2 Galvan		
								4/3 Powers-Hall	4/3 Powers-Hall	4/3 Powers-Hall	4/3 Powers-Hall		
									5/10 Mills	5/10 Mills	5/10 Mills		
									5/22 Heller	5/22 Heller	5/22 Heller		
											7/7 Singleton		
											7/16 Brindle		
											7/24 Bish		

Open Session Item

SUBJECT: Washington County Mental Health Authority, Inc.: Appointments

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Dawn L. Marcus, County Clerk

RECOMMENDATION: Move to appoint Tyeshia Clark to serve a first, full three-year term, from November 1, 2025, through October 31, 2028, as a Child Advocate; and to appoint Jessica McKinley to serve a first, full three-year term, from November 1, 2025, through October 31, 2028, as a Citizen-at-Large representative on the Washington County Mental Health Authority, Inc. This is not a paid board. This is a state mandated board.

REPORT-IN-BRIEF: The Mental Health Authority, Inc. (designated as the Mental Health Advisory Committee for Washington County) may consist of no more than eleven members. Membership is comprised of individuals representing varying aspects of the community. The Authority serves as an advocate for a comprehensive mental health system for persons of all ages.

DISCUSSION: N/A

FISCAL IMPACT: This is NOT a paid board.

CONCURRENCES: Mental Health Authority Board

ATTACHMENTS: N/A

Agenda Report Form

SUBJECT: Adoption of Findings of Fact and Decision for Zoning Map Amendment RZ-25-006

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: Move to Adopt Written Findings of Fact and Decision for Zoning Map Amendment RZ-25-006

REPORT-IN-BRIEF: Board of County Commissioners voted to approve (5-0) the request for a zoning map amendment by Fast Gas Company from RT – Residential, Transition to HI – Highway Interchange.

DISCUSSION: Fast Gas Company requested a zoning map amendment for Parcels 309, 314, (16512 and 16514 Virginia Avenue) and 766 (Brookemeade Circle). The Planning Commission recommended approval after holding a public meeting. The County staff report acknowledged the County's recently adopted Comprehensive Plan recommends the subject properties become commercial. Similarly, the staff report did not dispute the logic of the Applicant's argument.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION

Rezoning Case RZ-25-006

Property Owner:	Fast Gas Company
Applicant:	Fast Gas Company
Requested Zoning Change:	RT – Residential, Transition to HI – Highway Interchange
Property:	Virginia Avenue and Brookmeade Circle Election District 26 (the "Properties")

Pursuant to Md. Code Ann., Land Use § 4-204 and Washington County Zoning Ordinance (the "Zoning Ordinance") § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicant's Request, makes findings of fact with respect to the matters set forth in the Zoning Ordinance. We also consider the recommendation of the Planning Commission which was made in this case, the present and future transportation patterns, the relationship of the proposed reclassification to the Comprehensive Plan, and whether there has been convincing demonstration that the proposed rezoning would be appropriate and logical for the subject property. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on October 14, 2025, the Board will grant the requested zoning map amendment and makes the following Decision, which adopts the findings of the Staff Report and Planning Commission, as well as the Applicant's arguments.

"Change or Mistake Rule"

When rezonings are not part of a comprehensive rezoning by the governing body, individual map amendments (aka piecemeal rezonings) are under an obligation to meet the test of the "Change or Mistake" Rule. Land Use §4-204(b). The Rule requires proof by the applicant that there has been either: a substantial change in the character in the neighborhood since the last comprehensive zoning plan (2012), or a mistake in designating the existing zoning classification.

As part of the evaluation to determine whether the applicant has proven whether there has been either a change or mistake in the zoning of a parcel, the

Maryland Annotated Code Land Use Article § 4-204(b)(1) and the Washington County Zoning Ordinance state that the local legislative body is required to make findings of fact on at least six different criteria in order to ensure that a consistent evaluation of each case is provided. Those criteria include:

1) *population change; 2) the availability of public facilities; 3) present and future transportation patterns; 4) compatibility with existing and proposed development for the area; 5) the recommendation of the planning commission;* and *6) the relationship of the proposed amendment to the local jurisdiction's Comprehensive Plan.*

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

Criteria Analysis

Location:

The proposed rezoning site is on three parcels located at or near the intersection of Virginia Avenue (U.S. Route 11) and Brookmeade Circle, approximately ¼ mile north of the Interstate 81/U.S. Route 11 interchange (Exit 2). The total acreage of the three parcels subject to this rezoning case is .891 acre. The Properties are located within the Urban Growth Area (UGA) that surrounds the City of Hagerstown and the Towns of Williamsport and Funkstown.

Parcels 309 and 314 (16512 and 16514 Virginia Avenue) are improved by single story brick homes. Parcel 766 (Brookmeade Circle) is currently improved by five (5) truck parking spaces at its western end, with the remainder of the property being undeveloped. The Properties are owned by the same entity which owns the adjacent real property with an address of 16504 Virginia Avenue, which is improved by an AC&T gas station and convenience store.

No sensitive environmental resources have been identified on any of these properties.

Population Analysis

The Properties are located within the Halfway Election District (#26). As shown in the table in the Planning Commission Staff Report, the population in this district has grown more slowly than the County has over the thirty-year time frame between 1990-2020. District 26 has grown 22.1% over the thirty-year period while the County as a whole has increased in population by 27.4%.

Availability of Public Facilities: Water and Sewer

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

A. Water

W1-Existing Service (City of Hagerstown)

The Properties are served by existing (W-1) public water facilities as they are located within the Urban Growth Area. Water service in this area is provided by the City of Hagerstown, which also owns the distribution system. All surrounding properties in the vicinity are also served by the City and designated W-1. The City of Hagerstown Water Division offered no comment on the Applicant's petition.

B. Sewer

W-1 Existing Service (County)

The Properties are served by existing (W-1) public sewerage facilities within the Urban Growth Area. The County owns the collection system and handles the effluent treatment at the Conococheague Wastewater Treatment Plant. Nearly all

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

adjacent properties are also designated W-1 and served by the same treatment facility.

C. Fire and Emergency Services

The Properties are located within the service area of the Volunteer Fire Company of Halfway (1114 Lincoln Avenue). This same entity also provides the nearest emergency rescue services. Their station is located approximately two miles away from the Properties.

D. Schools

The requested zoning classification, Highway Interchange (HI), does not permit residential development. Therefore, there would be no school capacity mitigation requirements for pupil generation under the County's Adequate Public Facilities Ordinance.

Present and Future Transportation Patterns

A. Road Access

The subject properties are located on Virginia Avenue/U.S. Route 11. The stretch of U.S. Route 11 that borders the Properties is functionally classified as Other Principal Arterial in the Transportation Element of the County's 2002 Comprehensive Plan, in terms of mobility and access characteristics. Other Principal Arterial roads are designed to carry greater than 20,000 vehicles in Average Daily Traffic. The County's classification system is based upon the Federal Highway Functional Classification System but modified to reflect local road conditions.

Some of the Parcel 766 also have road frontage on Brookmeade Circle. Brookmeade Circle is designated as a Local Road. Local Roads are designed to carry less than 2,000 Average Daily Traffic in urban areas.

B. Traffic Volume

In addition to evaluating access points of properties for rezoning purposes, it is also important to evacuate traffic generation from proposed development in the context of existing traffic volumes. This is commonly accomplished through the analysis of prior traffic counts and any existing traffic impact studies. As the proposed rezoning sites are located on County and state roads, traffic counts are shown for locations in the vicinity of both Brookmeade Circle and Virginia Avenue.

The County's Division of Engineering collected single day traffic counts at five locations in the vicinity of the site in 2016.

As shown in the table in the Planning Commission Staff Report, the highest traffic volume was recorded at the intersection of Governor Lane Boulevard and U.S. Route 11, roughly 150 feet east of the site at 6,599 vehicles. The closest traffic count was at Brookmeade Drive just north of U.S. Route 11, which abuts the AC&T property. During the one-day traffic survey, 1,293 vehicles were counted at the location.

The nearest consistent traffic counter in the immediate vicinity of the Properties is on Virginia Avenue, roughly 1.5 miles away near the intersection of Massey Boulevard. A thirty-year traffic survey at this location shows that traffic has generally decreased at this location between 1990 and 2020. Traffic counts were highest in 1990 and 2000. Even accounting for COVID-19 impacts on the 2020 traffic patterns, when the count was at its lowest number during the thirty-year period surveyed, traffic has not recently reached historic levels.

C. Future Road Improvements

According to a review of short- and long-term transportation planning documents, a few notable major roadway projects affecting capacity or traffic flow realignment are currently slated to occur in the immediate vicinity of the subject parcel on County, state or federal roads.

The widening of U.S. Route 11 between Wilson Boulevard in Hagerstown and Hoffman Boulevard just east of the site is identified in both the Hagerstown Eastern Panhandle Metropolitan Planning Organization's Long Range Transportation Plan (LRTP) and the Highways Plan of Washington County's Comprehensive Plan in the Transportation Chapter. The road is to be widened to four lanes, but not before the 2036-2050 time frame, according to the LRTP.

The Maryland Department of Transportation's Consolidated Transportation Plan also notes three bridge replacements on I-70 in the vicinity of the site: 1) over I-81, 2) over U.S. Route 11, and 3) over the Norfolk Southern rail line. Some of this work is already ongoing. There is not an exit from I-70 directly on to U.S. 11, so at most the latter road would get secondary traffic diversion at times of heavy traffic or accidents on other connecting routes. Neither the County Division of Engineering nor State Highway Administration provided comments to the rezoning application.

D. Public Transportation

This area is served by Route 441 of the County Commuter. Route 441 travels between the Washington County Transit Center in Hagerstown and the town of Williamsport. The route operates six days per week, between Monday and Saturday.

<u>Compatibility with Existing and Proposed Development in the Area</u>

A. Zoning

The Properties are currently zoned Residential Transition (RT) and are requesting to change to Highway Interchange (HI). The purpose of the HI zoning district is:

"to provide suitable locations for commercial activities or light industrial land uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or the receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to protect the safe and efficient operation of the interchange and to promote its visual attractiveness…".[2]

The HI Zoning District does not define its own standalone permitted uses. Instead, it pulls all principal permitted uses allowed in the BL, BG, PB, and ORT Districts as well as those in the IR District except heliports and Commercial

[2] Washington County Zoning Ordinance, Article 19

Communications Towers. Truck stops are among other land uses allowed by special exception in an HI District.

Virginia Avenue (U.S. Route 11) and I-81 are responsible for the separation of land uses according to zoning in this area. Located immediately adjacent to I-81 Exit 2, the Properties lie at the intersection of three different zoning boundaries. The Properties, all zoned RT, are part of the large block of residential land uniformly given this zoning to the east. HI predominates to the west on lands immediately surrounding the interchange. A standalone RM district abuts on of the Properties to the north. South of U.S. Route 11 and the interchange, one can see the beginnings of the PI zoning along Governor Lane Boulevard and the RS (Residential Suburban) zoning beyond the Norfolk Southern Rail line.

B. Land Use in the Vicinity

The proximity of the major transportation routes noted above influenced the mixed nature of land use in this part of the Urban Growth Area. The stretch of Virginia Avenue that runs in front of the Properties is still substantially residential, both on the roadway itself and on connecting local roads that run through the Van Lear and Tammany subdivisions. The Brookmeade Apartments are located immediately north. Homewood, a full-service retirement community that includes onsite health care services in addition to housing, is directly south.

There are, however, a number of commercial businesses on U.S. Route 11, headlined by the adjacent AC&T. In addition to that business, Washington County Teachers Credit Union and Scoop-A-Liscious are located ½ and ¾ of a mile east, respectively.

Beyond Homewood to the south, Governor Lane Boulevard is home to many industrial businesses. The lands northwest of the I-81 interchange, zoned HI, are in a transitional state as there is still currently much open land that will soon be developed in a light industrial nature along the lower part of Hopewell and Wright Roads with a pending warehouse development.

The Town limits of Williamsport lie just west of the interchange. Commercial businesses such as McDonald’s, Waffle House, and 4 Star Athletic Complex soon give way to residential or institutional uses (the school complex) in that direction.

C. Historic Resources.

Another important component of compatibility is the location of historic structures on and around the parcels being proposed for rezoning. According to the Washington County Historic Sites Survey there are two existing historic sites located within an approximately ½ mile radius of the proposed rezoning areas, namely:

- WA-I-023: "Mt. Tammany" – Late-18th century 2-story brick dwelling associated with a prominent early resident of Washington County.
- WA-I-022: "Milestone Farm" – Mid-19th century farm complex encompassing 2-story brick house and several outbuildings.

<u>Relationship of the Proposed Change to the Adopted Plan for the County:</u>

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

The Properties are located in the Low Density Residential sub-policy area. The Comprehensive Plan offers the following definition for this policy area:

"This policy area designation would be primarily associated with single-family and to a lesser degree two-family or duplex development it is the largest policy area proposed for the Urban Growth Area and becomes the main transitional classification from the urban to rural areas."[3]

In the County's recently approved Comprehensive Plan update, the Properties were changed to a <u>Commercial</u> Land Use Policy Area. The Staff Report attributes this revision to the recent change in ownership of some of the properties (acquired by the applicant in 2023), a request by the property owner, and consideration of the changing nature of this part of Virginia Avenue.

[3] 2002 Washington County, Maryland Comprehensive Plan, Page 243

Analysis

The Change-Mistake Rule in Maryland applies to "piecemeal" or "local" zonings of "Euclidean nature, as opposed to comprehensive zoning. Stanley D. Abrams, Guide to Maryland Zoning Decisions § 1.01 (Matthew Bender 6th ed.) The local zoning authorities' utilization and application of this rule must be in the general public interest for the promotion of the health, safety and welfare of the community, as well as in the individual interest of the property owner. Id.

In order to find mistake, there must be evidence that assumptions or premises relied upon by the county at the time of zoning were invalid. It is more than the exercise of bad judgment base on complete and accurate information. *People's Counsel for Baltimore County v. Prosser Co., Inc.*, 119 Md. App. 150, 179 (1998).

The leading decision on the concept of "mistake" in zoning is *Boyce v. Sembly*, 25 Md. App. 43 (1975).

> {T]he presumption of validity accorded to a comprehensive zoning is overcome and error or mistake is established when there is probative evidence to show that the assumptions or premises relied upon by the Council at the time of the comprehensive rezoning were invalid. Error can be established by showing that at the time of the comprehensive zoning the Council failed to take into account then existing facts, or projects or trends which were reasonably foreseeable of fruition in the future, so that the Council's action was premised initially on a misapprehension...Error or mistake may also be established by showing that events occurring subsequent to the comprehensive zoning have proven that the Council's initial premises were incorrect... "On the question of original mistake, this Court has held that when the assumption upon which a particular use id predicated proves, with the passage of time, to be erroneous, this is sufficient to authorize a rezoning." Boyce,, 50-51 (quoting *Rockville v. Stone*, 271 Md. 655, 662 (1974).

The last Comprehensive Rezoning in Washington County was completed in 2012, affecting the Urban Growth Area (UGA) that surrounds the City of

Hagerstown and the towns of Williamsport and Funkstown. The Rezoning affected approximately 17,000 parcels and 38,000 acres of land.[4]

The Applicant contends that the Board of County Commissioners' (BOCC) decision during the 2012 UGA Comprehensive Rezoning to rezone the Properties to RT constitutes a legal "mistake" which justifies the rezoning request. The Applicant claims that the following facts and trends existed that were not sufficiently taken into account when deciding to rezone the properties to RT instead of HI-1 (now HI) :

- The distinct and material difference in the patterns and character of land-use west of the intersection of Virginia Avenue, Hoffman Drive and Governor Lane Boulevard, as compared to east of the intersection; and

- Relatedly, the segment of Virginia Avenue on which the properties front and which provides the properties with the only means of ingress and egress is classified as a Principal Arterial Roadway, seeing approximately 11,000 – 12,000 trips per day. This level of traffic, and the proximity to I-81 ramps, indicates an incompatibility with residential zoning and land-use.

Elaborating on the above assertion, the Applicant contends that Hoffman Drive forms a logical dividing line in land use intensity for properties in this area that should've guided the zoning decisions made in 2012. West of Hoffman Drive, the Applicant contends that there is a higher land use intensity, more commercial in nature, influenced by anchor developments such as the AC&T, Homewood, and the Brookmeade Apartments. To the east end of Hoffman Drive, they assert the pattern is more clearly for lower intensity residential land uses, such as the Van Lear and Tammany subdivision.

In recent zoning history, the Properties were rezoned to the present RT designation in conjunction with the Comprehensive Rezoning of the Urban Growth Area in 2012 (RZ-10-005). Prior to 2012, they were zoned Highway Interchange District HI-2.

The HI-2 zoning district was intended to serve as a transitional zone between HI-1 zones and nearby residential areas. Typically, HI-1 areas were designated on

[4] Washington County Ordinance No. Ord-2012-08

lands closest to interstate highway interchanges, with HI-2 zones then buffering adjacent lands in the vicinity of the interchanges. HI-1 allowed commercial and industrial uses. Permitted uses were pulled from the BL, BG, PB, and IR Districts.

HI-2 allowed low intensity business and industrial uses as well, but also residential development at varying densities. Permitted uses were pulled from the BT, RM, PUD, IT, RR, RS and RU Districts. The HI-2 zoning district was eliminated during the 2012 UGA Rezoning, while the HI-1 zoning district was later eliminated with the rezoning of the County's Town Growth Areas, beginning in 2013.

This left only the current standalone HI zoning district which now had a solely commercial/industrial focus which no longer permitted residential development of any kind. Residential properties that were formerly permitted within HI-2 zoning districts were reassigned to other existing residential zoning classifications such as the RT zoning which is currently applied to the subject properties. No documentation exists which definitively illuminates why the Properties were not also given the HI-1 zoning classification when the HI-2 zoning classification was repealed in 2012.

The Applicant has claimed that a mistake was made to rezone the Properties from HI-2 to RT in 2012 because of the selective application of the HI-1 to similarly situated adjacent properties. Regarding the charge of mistake, it has been suggested that the selective reassignment of properties along this stretch of Virginia Avenue from HI-2 to both the RT and HI-1 zoning classifications in 2012 may have been due to the ownership at that time. Nevertheless, the BOCC's failure to take the above stated facts sufficiently into consideration in 2012 led to the mistake that the properties at issue should be zoned RT.

Current circumstances with property ownership underscores this Board's conclusion that rezoning the Properties as RT constituted a mistake. The Properties now all owned by the applicant and are no longer being actively used for residential purposes. Notably, the draft Land Use Plan Map for the current Comprehensive Plan update recommends that these properties become commercial. These facts, plus their immediate proximity to the I-81 Exit 2 interchange further support the Applicant's request to now apply the HI zoning classification, given present conditions.

CONCLUSION

Based on the information provided by the Applicants in the initial application, further analysis by Staff and the recommendation of the Planning Commission, the Board of County Commissioners believes that there is sufficient evidence submitted to meet the burden for this Board to find a mistake in rezoning the Properties to RT and support the application of HI – Highway Interchange to the subject area.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

______________________________ BY: ___________________________________

Dawn L. Marcus, Clerk John F. Barr, President

Approved as to form and legal sufficiency:

____

Victor Scarpelli
Assistant County Attorney

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Retention of Government Relations Consultant and Lobbyist

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: Move to retain Bruce C. Bereano as the County's government relations consultant and lobbyist for the 2026 Session of the Maryland General Assembly upon the terms set forth in the proposed retainer letter dated October 20, 2025.

REPORT-IN-BRIEF: To consider the retention of government relations consulting and lobbying services.

DISCUSSION: Bruce C. Bereano has served the Board of County Commissioners as its government relations consultant and lobbyist for the past nine (9) years. Mr. Bereano has offered to again serve in this role for the 2026 General Assembly session, for a fixed engagement fee of $10,000.00 plus $100.00 for the lobbying registration fee. The term of his representation would be the calendar year 2026.

Mr. Bereano's services include monitoring legislation; arranging and attending meetings with legislative and executive branch officials; providing counsel and advice concerning political and legislative matters; and delivering other customary government relations and lobbying services. Mr. Bereano's retention as the County's government relations consultant and lobbyist would provide the County with an ongoing presence and voice in Annapolis, as Mr. Bereano regularly attends delegation meetings, bill hearings, and other political events.

FISCAL IMPACT: $10,100.00 from Commissioners Contingency

CONCURRENCES: County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Proposed engagement letter from Bruce Bereano.

AUDIO/VISUAL NEEDS: N/A

THE OFFICE OF
BRUCE C. BEREANO
191 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND 21401
410-267-0410 ANNAPOLIS AREA
410-269-5330 BALTIMORE AREA
301-261-1100 WASHINGTON D.C. AREA
410-267-0177 FAX
BRUCE@LOBBYANNAPOLIS.NET

October 20, 2025

The Honorable John Barr
President
Washington County Commissioners
100 West Washington Street, Room 226
Hagerstown, Maryland 21740

Dear President Barr:

In preparation for the upcoming 2026 Session of the Maryland General Assembly which convenes January 14, 2026, and for calendar year 2026, I write to propose to the Washington County Commissioners to represent and serve the Commissioners as their government relations consultant and lobbyist in Annapolis during the upcoming 2026 session of the General Assembly and before the Executive Branch of State Government. The term of my representation would be the calendar year of 2026.

I have appreciated and enjoyed representing the County for the past 9 years and I would be happy and willing to continue to act in such a capacity for the proposed same fee of $10,000 plus reimbursement for the $100.00 lobbying registration fee.

The scope and nature of the government relations and lobbying services I would provide the Washington County Commissioners would include the following:

1. Making available the depth and breadth of my relationships and network, and experience developed over the past 53 years in government and politics in Maryland;

2. Provide government and political strategic advice and counsel concerning relationships with government elected and appointed officials;

3. Arrange and attend meetings for the County Commissioners with key legislative and executive branch officials;

4. Advise and inform the County Commissioners of particular events and functions which are good networking opportunities and ways to increase the presence and involvement in relationship development for the County;

5. Focus my efforts and attention on areas of interest and agenda of the County with the legislature and executive branches of government as requested;

6. Meet and work with Washington County Commissioners as and when requested concerning issues, problems and assistance I can render with State government officials, agencies;

7. Register as a lobbyist for the Washington County Commissioners as required by law and comply with all legal requirements;

8. Customary and usual professional lobbying and government relations activities and efforts on behalf of the Washington County Commissioners;

9. Assist in advocating and representing Washington County on legislation as indicated;

10. Keep the Washington County Commissioners fully informed of my activities and efforts on their behalf and maintain current and clear communications in this regard;

11. Assist in securing meetings with key government appointed and elected officials and attend any and all such meetings which are arranged;

12. Provide any other and further services and functions as requested and desired by the County Commissioners relative to my role and function;

13. Attend all Washington County Delegation meetings during the legislative session and work in harmony and coordination with the Washington County legislative Delegation and be of assistance;

14. Work closely with the Washington County Commissioners on their legislative agenda and priorities for the 2026 legislative session;

It is also understood and agreed that you hereby certify and declare that Bruce C. Bereano hereby is authorized to act as a lobbyist and government relations representative on behalf of the Washington County Commissioners for the time period of November 1, 2025 through October 31, 2026 as to matters between them.

I would very much appreciate the opportunity to work with the Washington County Commissioners, and you can be assured of my fullest professional and dedicated services.

Please feel free to discuss this matter further with me or let me know any questions you or the other Commissioners may have. I of course am willing and available to meet with the County Commissioners to further discuss and decide this matter. If this arrangement is agreeable and acceptable, please sign and return to me one of the enclosed copies for my files. Thanking you in advance for your consideration and time, I am

Sincerely,

Bruce C. Bereano

Intending to be legally bound, the parties have duly executed this Agreement below:

Washington County Commissioners

____

By:

The Honorable John Barr
President
Washington County Commissioners
100 West Washington Street, Room 226
Hagerstown, Maryland 21740

Date: ____________________________

____

Bruce C. Bereano
191 Duke of Gloucester Street
Annapolis, Maryland 21401

Date: October 20, 2025

Agenda Report Form

SUBJECT: Approval of applications for inclusion on the 1-108 List, and ongoing maintenance of the 1-108 List.

PRESENTATION DATE: Tuesday, November 4, 2025

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: None. For discussion and provision of legal advice pertaining to inclusion on 1-108 List.

REPORT-IN-BRIEF: The Board held its annual public hearing for entities requesting inclusion on the 1-108 List.

DISCUSSION: The County Attorney's office handles the receipt of applications for inclusion on the 1-108 List. Once added to the List, the Office of Grant Management oversees the submission of funding requests. The OGM also provides staffing support to the COF Committee.

The BOCC has the discretion to add organizations to the list. The following are approved for addition to the 1-108 List:

1. Senior Services Network, Inc.
2. Mediation First, Inc.
3. Good News Hagerstown, Inc.
4. Global Visions Christian School Broadfording
5. Fierce Cheer Sponsors, Inc.
6. Congregation B'nai Abraham
7. Boonsboro Town Alliance

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Current 1-108 List

AUDIO/VISUAL NEEDS: None.

Recognized Non-Profit Organizations
Public Local Laws § 1-108

1. Washington County Free Library
2. Washington County Museum of Fine Arts
3. Meritus Medical Center, Inc. *(formerly Washington County Hospital Association)*
4. San Mar Family & Community Services (*formerly San Mar Children's Home, Inc.)*
5. Volunteer Fire Companies
6. Volunteer Ambulance Units
7. The United Way of Washington County, Maryland, Inc. *(formerly United Fund of Washington County, Inc.)*
8. Coffman Nursing Home by Fahrney Keedy (*formerly Coffman Nursing Home, Inc.)*
9. Washington County Historical Society
10. Alsatia Club Foundation, Inc. *(formerly Alsatia Club Mummers Parade)*
11. SPCA (*formerly Humane Society of Washington County, Incorporation)*
12. CASA-Citizens and Sheltering the Abused, Inc.
13. The Maryland Theater Foundation, Inc.
14. Hagerstown - Washington County Industrial Foundation, Inc.
15. ARC of Washington County, Inc. *(formerly Washington County Association of Retarded Citizens)*
16. Turning Point of Washington County, Inc.
17. Maryland Historical Society
18. Brook Lane Health Services, Inc. *(formerly Brooklane Psychiatric Center)*
19. Senior Living Alternatives, Inc. (*d/b/a Holly Place)*
20. Civil Air Patrol
21. Washington County Public Golf Corporation
22. Washington County Mental Health Authority, Inc.
23. The "W" House of Hagerstown Foundation, Inc. (*d/b/a Lasting Change Recovery Solutions for Women)*
24. Breast Cancer Awareness - Cumberland Valley, Inc. *(Y-Me of the Cumberland Valley)*
25. Tri-County Council for Western Maryland, Inc.
26. Washington County Fire and Rescue Association
27. Children's Village of Washington County, Inc.
28. Washington County Commission on Aging, Inc.
29. Washington County Community Action Council, Inc.
30. The Maryland Food Bank, Inc. *(merged with Food Resources, Inc.)*
31. Washington County Arts Council
32. Robert W. Johnson Community Center (*formerly Memorial Recreation Center, Inc.)*
33. Head Start of Washington County, Inc. *(formerly Western Maryland Child Care Resource Center, Inc.)*
34. PenMar Development Corporation

35. Washington County Agricultural Center, Inc.
36. Girls, Inc. of Washington County
37. Community Free Clinic
38. The Maryland Symphony Orchestra, Inc.
39. Hagerstown Junior College Alumni Association, Inc. *(now known as Hagerstown Community College)*
40. The YMCA of Hagerstown, Maryland (*formerly The Young Men's Christian Association of Hagerstown, Maryland*)
41. Discovery Station at Hagerstown, Inc.
42. Habitat for Humanity of Washington County, Inc.
43. CHARACTER COUNTS! Washington County, MD., Inc.
44. Hagerstown Neighborhood Development Partnership, Inc. *(merged with Washington County Community Housing Resource Board, Inc.)*
45. Religious Effort to Assist and Care for the Homeless, Inc. *(REACH)*
46. Potomac Case Management Services, Inc.
47. Washington County Leadership Development Program, Inc.
48. Hagerstown Community College Foundation, Inc.
49. Hancock Historical Society Corporation
50. Mason-Dixon Council, Inc., Boy Scouts of America
51. Collaborative Council of Western Maryland, Inc.
52. The Boys & Girls Club of Washington County, Inc.
53. Family Healthcare of Hagerstown (*formerly Walnut Street Community Health Center, Inc.)*
54. Star Community, Inc.
55. The Doleman Black Heritage Museum, Inc.
56. Maryland Coalition of Families, Inc. (*formerly The Maryland Coalition of Families for Children's Mental Health)*
57. Big Brothers/Big Sisters of Washington County, Maryland, Inc.
58. The Rohrersville Cornet Band of Washington County
59. Sharpsburg Historical Society, Inc.
60. Hagerstown Model Railroad Museum, Inc.
61. The Fort Ritchie Community Center Corporation
62. Way Station, Inc.
63. Horizon Goodwill (*formerly Hagerstown Goodwill Industries, Inc.)*
64. Little Wonders Animal Rescue, Inc.
65. Lead4Life, Inc.
66. Children In Need, Inc.
67. Easter Seals Serving DC/MD/VA (*formerly Easter Seals Greater Washington-Baltimore Region, Inc.)*
68. The Williamsport Wrestling Club, Inc.
69. Service Coordination, Inc.
70. The Mental Health Center of Western Maryland, Inc.
71. Washington County Human Development Council, Inc.
72. Friends of Safe Place, Washington County Child Advocacy Center, Inc.
73. APPLES for Children, Inc.
74. Clear Spring District Historical Association, Inc.

75. The Volunteer Association for Potomac Center, Inc.
76. C & O Canal Trust, Inc.
77. Maryland Forestry Boards Foundation, Inc.
78. Pittsburgh Institute of Aeronautics, Inc., a/k/a Pittsburgh Institute of Aeronautics
79. The Salvation Army serving Washington County, MD (*formerly The Salvation Army)*
80. English & More, Inc.
81. The Valor Crisis Training Center (*formerly Women of Valor Ministries, Inc.)*
82. LFC Western Maryland, Inc. (*formerly Locomotive Football Club, Inc.)*
83. Fahrney-Keedy Memorial Home, Inc. (*formerly Fahrney-Keedy Home & Village)*
84. Washington County Housing Solutions, Inc.
85. Brave HEART Program, Inc.
86. National Road Heritage Foundation, Inc.
87. Ladders to Leaders, LTD.
88. Court Appointed Special Advocates of Washington County, Maryland, Inc.
89. Hagerstown Fairgrounds Softball Association, Inc.
90. Office of Consumer Advocates, Inc.
91. Forest Glen Commonwealth, Inc.
92. Betty's Wish, Inc. (*formerly Betty's Wish A Professional Caregivers Association, Inc.)*
93. Beacon House, Inc.
94. Maryland Crime Victims' Resource Center
95. Brooke's House
96. Conococheague Little League
97. American Red Cross – Western Maryland Chapter
98. Leitersburg Ruritan Club, Inc.
99. TruNorth
100. Main Street Hancock, Inc.
101. PurrHaven Inc.
102. America's Hauling for Hope Inc.
103. Partners in Care Maryland, Inc.
104. St. John's Family Shelter, Inc.
105. Camp Ritchie Museum, Inc.
106. Friends of the Washington County Rural Heritage Museum, Inc.
107. Hospice of Washington County
108. Douglas G. Bast Museum
109. Education Foundation of Washington County Public Schools
110. Friends of KC
111. Jonathan Street Community Outreach Center
112. CASA of Western, MD *(a/k/a Court Appointed Special Advocates)*
113. Liberation, Inc.
114. The Elder Group, LLC
115. HMP Training, Inc. *(a/k/a Heavy Metal Playground)*
116. Community Foundation of Washington County