Derek Harvey Randal A. Leatherman Randall E. Wagner

100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201 WWW.WASHCO-MD.NET

# BOARD OF COUNTY COMMISSIONERS July 29, 2025 OPEN SESSION AGENDA

9:00 AM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, <i>President John F. Barr</i> APPROVAL OF MINUTES: <i>June 24, 2025</i>
9:05 AM	COMMISSIONERS' REPORTS AND COMMENTS
9:15 AM	STAFF COMMENTS
9:20 AM	1. WASHINGTON COUNTY GAMING COMMISSION'S ANNUAL REPORT AND FISCAL YEAR 2025 GAMING FUND ALLOCATION ANNOUNCEMENT

Chair, Washington County Gaming Commission

9:30 AM
2. GOVERNOR'S BUDGET FY24 CAPITAL APPROPRIATIONS GRANT
Carsten Ahrens, Senior Grant Manager, Grant Management; David Hays, Director,
Emergency Services

Carsten Ahrens, Senior Grant Manager, Grant Management; Matthew Schnebly,

- 9:35 AM 3. 2025 AUGUSTOBERFEST

  Jill Colbert, Augustoberfest Chairwoman; Mary-Jane Bowyer, Community Relations

  Chairwoman
- 9:30 AM

  4. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0196)
  TORO MULTIPRO 5800 THREE HUNDRED (300) GALLON SPRAYER FOR THE
  BLACK ROCK GOLF COURSE

  Carin Bakner, Buyer, Purchasing; George Sweitzer, Superintendent, Black Rock Golf
  Course
  - 5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0200) MASSEY FERGUSON MF4710 TRACTOR FOR THE DEPARTMENT OF SOLID WASTE

Carin Bakner, Buyer, Purchasing; Dave Mason, Deputy Director, Solid Waste

6. BID AWARD (PUR-1754) PURE STORAGE SUPPORT SUBSCRIPTION RENEWAL FOR THE INFORMATION SYSTEMS DIVISION Carin Bakner, Buyer, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology

9:40 AM	7. ADDITIONAL SERVICES – CONTRACT (PUR-1696) ORACLE PRODUCTS AND SERVICES FOR INFORMATION TECHNOLOGY DEPARTMENT Angie Poffenberger, Deputy Director – Software Support & Training, Budget and Finance; Kelcee Mace, Chief Financial Officer
9:45 AM	8. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0201) ONE (1) 900-ECO 12 YD COMBINATION SEWER CLEANER – TRUCK Mark Bradshaw, Director, Environmental Management
9:50 AM	9. BID AWARD (PUR-1750) TOWN OF SHARPSBURG WATER SERVICE

- 9:50 AM
  9. BID AWARD (PUR-1750) TOWN OF SHARPSBURG WATER SERVICE UPGRADE

  Mark Bradshaw, Director, Environmental Management; Joseph Moss, Deputy Director Engineering, Environmental Management
- 9:55 AM 10. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0194) LEASE FOR ONE (1) NEW CATERPILLAR 120 AWD MOTOR GRADER David Mason, Deputy Director, Solid Waste
- 10:05 AM 11. SMITHSBURG WWTP ENERGY CONSUMPTION INCENTIVE Joe Moss, Deputy Director – Engineering, Environmental Management
- 10:05 AM
  12. SCHOFIELD CONSERVATION RESERVE ENHANCEMENT PROGRAM
  (CREP) EASEMENT PROPOSAL (REVISED)
  Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 10:10 AM 13. COST RECOVERY BILLING FOR HAZARDOUS SPILL RESPONSE Kelcee Mace, Chief Financial Officer
- 10:15 AM 14. FY25 BUDGET ADJUSTMENT (PPE ORDERED) Kelcee Mace, Chief Financial Officer
  - 15. FY26 OPERATING BUDGET ADJUSTMENT (WEBSITE MAINTENANCE) Kelcee Mace, Chief Financial Officer
  - 16. FY26 OPERATING BUDGET ADJUSTMENT (UPGRADE OF POSITION 1789)

    Kelcee Mace, Chief Financial Officer
- 10:20 AM 17. WASHINGTON COUNTY BOARD OF SOCIAL SERVICES APPOINTMENT Dawn Marcus, County Clerk
  - 18. TRI-COUNTY COUNCIL FOR WESTERN MARYLAND APPOINTMENT  $Dawn\ Marcus,\ County\ Clerk$

- 10:25 AM 19. WASHINGTON COUNTY HISTORICAL SOCIETY, COMMISSIONER CONTINGENCY FUNDING REQUEST

  Michelle Gordon, County Administrator
- 10:30 AM 20. STATEMENT REGARDING OPEN MEETINGS COMPLIANCE BOARD DECISIONS ISSUED JULY 17, 2025

  John Barr, President, Washington County Board of County Commissioners

10:35 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 related to staffing at Volunteer Fire Company
- Airport Advisory Commission Appointment
- Board of Social Services Appointment
- Discussion of open positions in IT Department
- Hiring Recommendation for open County position
- Discussion of discipline of County employee

To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.

• Discussion of local match to state incentive for existing business to expand in Washington County.

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

- Status update and legal advice from County Attorney on County-involved legal matter
- Legal advice as to certain terms in MOU with Town of Smithsburg for Code enforcement/inspection services.

Public Body has determined open session discussion would constitute risk to public safety. (10)

- Discussion of continuity of operations plan
- Discussion of development of additional rescue services substations)

12:45 PM RECONVENE IN OPEN SESSION FOR POTENTIAL ACTION ON CLOSED SESSION PERSONNEL ITEM

**RECESS** 

## **EVENING MEETING WITH THE TOWN OF HANCOCK Location: 100 West Washington Street, Hagerstown, Maryland 21740**

6:00 PM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, President John F. Barr
6:05 PM	21. SIDELING HILL SIGN PROJECT  Andrew Eshleman, Director, Public Works; Danielle Weaver, Director, Public Relations and Marketing
6:10 PM	TOWN OF HANCOCK LEADERS' REPORTS AND COMMENTS
6:30 PM	COMMISSIONERS' AND COUNTY ADMINISTRATOR'S REPORTS AND COMMENTS
6:45 PM	ADJOURNMENT

Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to: <a href="mailto:contactcommissioners@washco-md.net">contactcommissioners@washco-md.net</a>.

You may also contact each Commissioner individually at:

John F. Barr, President: <a href="mailto:jbarr@washco-md.net">jbarr@washco-md.net</a> or (240) 313-2205;

Jeffrey A. Cline, Vice President: <a href="mailto:jcline@washco-md.net">jcline@washco-md.net</a> or (240) 313-2208;

Derek Harvey, Commissioner: <a href="mailto:dharvey@washco-md.net">dharvey@washco-md.net</a> or (240) 313-2206;

Randal A. Leatherman, Commissioner: <a href="mailto:raleatherman@washco-md.net">raleatherman@washco-md.net</a> or (240) 313-2207.

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



## Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## Open Session Item

**SUBJECT:** Washington County Gaming Commission's Annual Report and Fiscal Year 2025 Gaming Fund Allocation Announcement

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Carsten Ahrens, Senior Grant Manager, Office of Grant Management; Matthew Schnebly, Chair, Washington County Gaming Commission

**RECOMMENDED MOTION:** This presentation is for informational purposes only. No motion or action is requested.

**REPORT-IN-BRIEF:** The Washington County Gaming Commission wishes to present their annual report to the Board of County Commissioners and to announce the Commission's fiscal year 2025 funding decisions. In fiscal year 2025, the Gaming Commission had available \$2,347,408.90 for distribution to local charitable organizations and the Volunteer Fire & Rescue Association. This figure reflects a decrease in revenues of \$66,876.99 when compared to the previous fiscal year. In accordance with State Statute, 50% of the funding received is allocated to the Washington County Volunteer Fire & Rescue Association and the remaining has been allocated to charitable organizations in Washington County.

**DISCUSSION:** In May of 2025, the Gaming Commission received 86 funding applications from 75 charitable organizations. The total amount of funding requested from those applications was \$3,232,196.09. The applications were reviewed and considered by each Commissioner. After review, group deliberations and a gaming hearing in June, the Gaming Commission determined appropriate funding allocations based on the published and approved "Guidelines for Distribution of Gaming Funds" which is consistent with the State Statute governing the distribution of such funds.

**FISCAL IMPACT:** There is no fiscal impact to the Washington County general fund.

**CONCURRENCES: N/A** 

**ALTERNATIVES: N/A** 

**ATTACHMENTS:** Funding Allocation Press Release (to be provided during presentation).

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

## $Board\ of\ County\ Commissioners\ of\ Washington\ County,\ Maryland$

## Agenda Report Form

## Open Session Item

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

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Carsten Ahrens, Senior Grant Manager, Office of Grant Management and David Hays, Director of Emergency Services

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

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

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

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

CONCURRENCES: Department of Emergency Service and Budget and Finance

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

**ATTACHMENTS:** N/A

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



## Agenda Report Form

## Open Session Item

**SUBJECT:** 2025 Augustoberfest

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Jill Colbert, Augustoberfest Chairwoman, Mary-Jane Bowyer, Community

Relations Chairwoman

**RECOMMENDED MOTION: N/A** 

**REPORT-IN-BRIEF:** N/A

**DISCUSSION**: To update the County Commissioners on new enhancements and changes for the 2025 Festival. Thank them for their continued support. Extend an invitation to the Board to come to the festival and provide our gratitude and thank you's if the Foundation were to receive any Grant Funds this year.

FISCAL IMPACT: N/A

**CONCURRENCES:** N/A

**ATTACHMENTS: N/A** 

### Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## **Open Session Item**

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0196) Toro MultiPro 5800 Three Hundred (300) Gallon Sprayer for the Black Rock Golf Course

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Purchasing Department and George Sweitzer, Superintendent, Black Rock Golf Course

**RECOMMENDATION:** Move to authorize by Resolution, for the Black Rock Golf Course to purchase a Toro MultiPro 5800 Three Hundred (300) Gallon Sprayer from Turf Equipment and Supply Company of Jessup, MD for a total price of \$93,701.41 and to utilize another jurisdictions contract (112624-TTC) that was awarded by Sourcewell to The Toro Company.

**REPORT-IN-BRIEF:** The new sprayer will be replacing the current 1997 sprayer as it is no longer able to perform its intended duties and has surpassed its useful life by over a decade. The current sprayer will have the tank and spray rig removed, the engine tore down and repaired and it will then be converted into a workman utility vehicle for on-course use.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. Sourcewell took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this sprayer in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or administrative efficiencies.

The County will benefit from direct cost savings in the purchase of this sprayer because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Sourcewell contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department's capital budget 600400-36-46010-EQP053 for this purchase.

**CONCURRENCES: N/A** 

**ATTACHMENTS:** Turf Equipment and Supply Company Quote dated June 19, 2025

#### **RESOLUTION NO. RS-2025-**

(Intergovernmental Cooperative Purchase [INTG-25-0196] Toro MultiPro 5800 Three Hundred [300] Gallon Sprayer for the Black Rock Golf Course)

#### **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 Black Rock Golf Course seeks to purchase a Toro MultiPro 5800 Three Hundred (300) Gallon Sprayer from Turf Equipment and Supply Company of Jessup, Maryland, for a total price of \$93,701.41, and to utilize another jurisdiction's contract (112624-TTC) that was awarded by Sourcewell to The Toro Company.

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 Black Rock Golf Course is hereby authorized to purchase a Toro MultiPro 5800 Three Hundred (300) Gallon Sprayer from Turf Equipment and Supply Company of Jessup, Maryland, for a total price of \$93,701.41, and to utilize another jurisdiction's contract (112624-TTC) that was awarded by Sourcewell to The Toro Company.

Adopted and effective this \_\_\_\_ day of July, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



June 19, 2025

Mr. George Sweitzer Black Rock Golf Course 20025 Mt. Aetna Road Hagerstown, MD 21742

Thank you for your interest in New Toro Equipment distributed by Turf Equipment and Supply Company. As requested, I am pleased to provide you with the following equipment pricing which is based on Toro's Sourcewell Contract #112624-TTC (22% off MSRP).

- Washington County Sourcewell Account #18599
- Pricing does not include any applicable taxes.
- Pricing includes set-up and delivery.
- A 2.5% processing fee applies to any purchases made by credit card.
- This quote is good until July 31, 2025
- All new Toro equipment quoted has a 2 year/1500-hour manufacturer's warranty.

Quantity	Equipment Description	Price			
	Toro MultiPro 5800				
1	300 Gallon Sprayer				
	Model #41394				
	49HP Kubota Gas EFI Engine				
	300 Gallon Spray Tank				
	ExcelaRate Spray Control System				
	Chemical Pre-Mix Kit				
	30 Gallon Fresh Water Rinse Kit				
	Foam Marker Kit				
	2 Sets of Nozzles				
	Toro MSRP	\$93,649.54			
	Sourcewell Contract Price	\$73,046.64			
	Custom Products Fully Enclosed Cab				
1	Custom Products Fully Enclosed Cab for Toro MultiPro 5800				
	Windshield Wiper Kit				
	Rearview Mirror Kit				
	Air Conditioner Kit				
	Price	\$20,654.77			
	Total Price	\$93,701.41			
	Total Price	γ33,/U1.41			

Please contact me with any questions regarding this quote.
Mike Huey
Commercial Territory Manager
mikehuey@turf-equipment.com
443.896.7172

This quote is confidential and prepared exclusively for Black Rock Golf Course

#### Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## **Open Session Item**

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0200) Massey Ferguson MF4710 Tractor for the Department of Solid Waste

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Purchasing Department and Dave Mason, Deputy Director, Department of Solid Waste

**RECOMMENDATION:** Move to authorize by Resolution, for the Department of Solid Waste to purchase a Massey Ferguson MF4710 Tractor from D.W. Ogg Equipment Company of Frederick, MD, for a total price of \$63,755.00 and to utilize another jurisdiction's contract (082923-AGCO) that was awarded by Sourcewell to AGCO Corporation.

**REPORT-IN-BRIEF:** The new tractor will replace the 2004 tractor, which is no longer able to perform its intended duties due to damage from an accident. A claim was filed, and the insurance company took the tractor for disposal. This tractor will be used to rake blown trash off the side slope at the 40 West Landfill and mow all locations, along with the paths to the monitoring wells

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. Sourcewell took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this tractor in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or administrative efficiencies.

The County will benefit from direct cost savings in the purchase of this tractor because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Sourcewell contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

**DISCUSSION: N/A** 

**FISCAL IMPACT:** Funding is available in the department's operating budget 535055-21-21020 for this purchase.

**CONCURRENCES: N/A** 

## ATTACHMENTS: D.W. Ogg Equipment Company Quote

#### **RESOLUTION NO. RS-2025-**

## (Intergovernmental Cooperative Purchase [INTG-25-0200] Massey Ferguson MF4710 Tractor for the Department of Solid Waste)

#### **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 Department of Solid Waste seeks to purchase one (1) Massey Ferguson MF4710 Tractor from D.W. Ogg Equipment Company of Frederick, Maryland, for a total price of \$63,755.00 and to utilize another jurisdiction's contract (082923-AGCO) that was awarded by Sourcewell to AGCO Corporation.

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 Department of Solid Waste is hereby authorized to purchase one (1) Massey Ferguson MF4710 Tractor from D.W. Ogg Equipment Company of Frederick, Maryland, for total price of \$63,755.00 and to utilize another jurisdiction's contract (082923-AGCO) that was awarded by Sourcewell to AGCO Corporation.

Adopted and effective this \_\_\_\_ day of July, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
·	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	





Prepared for: WASHINGTON COUNTY LANDFILL

Good Through: 07-31-2025 Dealer Representative: Jeremy Thompson Representative Email: jeremy@dwogg.net

Representative Phone:

Model # **MSRP** 

MF4710 Tractor \$ 84,719.00

- MF4710 Tractor
- MF4710 PFA Cab Deluxe
- DYNA-2,24x24,40kph,Spdmtchg,
- No Bucket Selected

**Total Retail Price** 

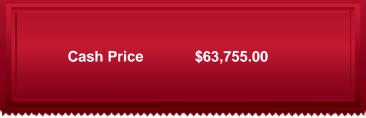
- Air Ssp Swivel Seat w/Armres
- W1840 F340/85R24 R420/85R34

• Wgt Adapter Pkg-2x50kg adp w Wgt Pkg-2x50kg wts (stackabl

\$

84,719.00

Proposition 65 Decal





#### **Cash Price** Sale Price \$ 63,755.00 \$ 0.00 Trade-In: \$ **Net Price** 63,755.00 \$ 0.00 **Taxes** Final Customer Price \$ 63,755.00



**AGCO** ANSWERS (877) 525-4384 AGCOanswers@AGCOcorp.com COMMITTED TO CUSTOMER CARE

#### Notes

\*\* THIS IS A CASH SOURCEWELL PRICING PRICE GOVERNMENT / SOURCEWELL DISCOUNT IS 21% , SOURCEWELL CONTRACT NUMBER IS 082923 \*\*\*

PRICE INCLUDES REAR TIRE FILL AND DELIVERY TO WASHINGTON COUNTY LANDFILL . PRICE IS GOOD TILL 7/31/2025 AFTER THAT WE WILL HAVE TO REEVALUATE TO SEE IF PROGRAMS CHANGE

QUOTE IS GOOD TILL 7/31/2025 AFTER THAT WE WILL HAVE TO REEVALUATE TO SEE IF PROGRAMS CHANGE \*\*\* \*\* THIS TRACTOR WILL HAVE TO BE ORDERED . THERE IS A DECEMBER / JANUARY LEAD TIME

This Letter is a non-binding indication of interest regarding a possible transaction on the general terms and conditions outlined herein and is not a legal commitment. This Letter is intended for the use of the Customer only. "The following is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by AGCO Finance LLC for discussion purposes only. Customer participation subject to credit qualification and approval by AGCO Finance LLC. Not all Customers may qualify for this rate or term. This proposal is not a statement of all terms and conditions of any financing that may be approved. This Letter is intended for the use of the Customer only. This Letter is valid until "Good Through" date listed above and thereafter shall automatically be deemed to be null and void. \*\*\*The cash price is a good faith dealer estimate only. See dealer for details.



MF4710 Model Number: **lodel Year:** 2025

QQ Number: Serial Number: QQ-0970944

Invoice Number: Order Number:

**Dealership Name:** D.W. Ogg Equipment Co. **Location:** Frederick (326465)

## MF 4700 PLATFORM



(F.O.B. PORT OF ENTRY)

#### TRACTOR FEATURES

#### **ENGINE SYSTEM**

AGCO Power 33AWIC 3 Cylinder (Turbocharged)

EPA Tier 4 Final and CARB Certified

MF4707 - Diesel Oxidation Catalyst (DOC), Exhaust Gas Recirculation (EGR)

MF4708/4709/4710 - SCR Technology (Post-Combustion DEF), Diesel Oxidation Catalyst (DOC)

- Air Cleaner: Dual Element Dry Type
- · Air Cleaner Intake. Under Hood
- Vertical Exhaust
- · Cooling System: Antifreeze 50/50 Mix
- · Cold Starting Aid: Intake Heater

#### **HORSEPOWER**

(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM)
MF4707 Deluxe Powershuttle Only:

75 Max Engine HP, 70 Engine HP, 58 PTO HP

MF4708 Deluxe Powershuttle:

85 Max Engine HP, 80 Engine HP, 67 PTO HP

MF4709 Deluxe Powershuttle:

95 Max Engine HP, 90 Engine HP, 77 PTO HP

MF4710 Deluxe Powershuttle:

100 Max Engine HP, 99 Engine HP, 87 PTO HP

#### **FRONT AXLE**

- · 2wd: Adjustable
- 4wd: Center Driveline, Open Differential, Standard Hydraulically Actuated Differential Lock

#### **POWERTRAIN**

· Transmission:

#### 2wd:

18 mph (30 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)

#### 4wd:

25 mph (40 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)

- Rear Axle: Inboard Planetary Final Drives, with HydraLock Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with Independent Foot Pedal Operation Hook and Lever Parking Brake
- PTO: Independent 540/540E RPM, External Control with 6 Spline Non-Flanged Shaft (1-3/8 In. Diameter), Independent Wet Disc Clutch, Electro-hydraulic Engagement

#### **HYDRAULIC SYSTEM**

- 2 Mechanically Controlled Spool Valves (1 x DA KO FL + 1 x DA KO FL)
- · Implement System:

Open Center System, Engine Driven Gear Pump 17.1 GPM (65 LPM) Flow

Optional Cable-controlled Loader Joystick with Mid Valves

· Rear Linkage:

ASAE Category II with Telescopic Ball Ends Lift Capacity at 24": 4850 LBS (2200 KG) 2 Adjustable Rear Linkage Turnbuckles Standard Telescopic Stabilizers

 Swing Straight Drawbar with 350/400/500mm Positions, Cat 2 Clevis

#### **ELECTRICAL**

- · 12 Volt DC, Negative Ground
- · Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free SAE 720 CCA Battery
- 80 AMP Alternator
- · Ignition: Key with Safety Start
- Keyed Engine Shutoff
- · Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- · Mid Mounted Work Lights
- · Rear Brake Lights
- · Standard 1 Rear Work Light
- · 7 Pin ASAE Outlet Socket
- · 30 Amp Auxiliary Electrical Socket

#### **INSTRUMENTS**

- · Digital & Analog Instrument Panel with Performance Monitor
- Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- · Digital Transmission Display
- · Digital Hour Meter
- Operation and Service Lights

#### **OPERATOR ENVIRONMENT (PLATFORM MODELS)**

- · Semi-Flat Floor Platform with Rubber Floor Mat
- · Hand Rail with Glass Heat Shields
- · Lever Controlled 3-Point Linkage with Draft Control
- · 2 Post Folding ROPS
- Tilt Steering Column
- Mechanical Spring Suspension Seat with Armrests and Wider Seat Cushion
- Retractable Seat Belt
- Cup Holder
- · Pendant Style (Suspended) Foot Pedals
- Hand and Foot Throttle
- Left Side and Right Side Foot Step Entry
- · External 3-Point Lift Control on Left Hand Side Fender

#### OTHER STANDARD FEATURES

- Fuel Tank Under Platform, Ground Fill Fuel Capacity: 27.7 Gallons (105 Liters)
- One-Piece Tilting Hood
- Rear Fender Side Extensions 100mm
- · Fuel Tank Guard
- · Tool Box
- SMV Sign

QQ-0970944

## MF 4700 PLATFORM

(F.O.B. PORT OF ENTRY)



#### **LOADER FEATURES**

#### MF931X LOADER

- · One Piece Main Frame with Tapered Arms and Single Cross Member
- Quick Attach Loader Frame Mount with Pin Lock
- · Built-in Parking Stands
- (2) 2.8 inch (70 mm) Double Acting Lift Cylinders
- (2) 2.8 inch (70 mm) Double Acting Bucket Cylinders
- Hydraulic Lines Routed Inside Main Frame for Protection and Visibility
- Galvanized Steel Bushings with Recessed Grease Points
- Standard with Flat Face Couplers
- Rated on MF4610 Tractor with 11.2-24 Front Tires and 16.9-30 Rear Tires
- · Powder Painted with Corrosion Protection
- · Bucket Level Indicator
- Lift Capacity to Full Height @ 31.5 inches Forward of Pivot Pin: 2140 lbs
- · Maximum Lift Height: 136 inches at Pivot
- · Breakout Force @ 31.5 inches Forward of Pivot Pin: 3540 lbs
- · Rated Hydraulic Pressure: 2828 PSI · Maximum Roll Back Angle: 44 Degrees
- · Maximum Dump Angle: 50 Degrees

#### MFFL.3522 LOADER

- One Piece 4 mm High Tensile Main Frame with Tapered and Emboss Arms
- Quick Attach Implement Mounting with Euro Style Single Lever Locking System
- 82 mm Arm Profile
- · 80 mm Double Acting Lift Cylinders
- 75 mm Double Acting, Equal Displacement **Bucket Cylinders**
- Industrial Grade Hydraulic Fittings and Twin Braided Hoses, Incorporated Internally Inside Loader Boom
- Central Valve, Equalized Oil Distribution Valve with Incorporated Relief Valves
- · 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- · Protective Hose Cover
- · Lock and Go Loader/Subframe Connection System
- Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- Powder Painted with Corrosion Protection
- · Bucket Level Indicator
- · Front Bumper Guard (With Subframe Set)
- · Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
- 140" (3.55 m) Lift Height to Pivot Pin
- FL.3522: 2760 lb. (1252 kg) Lift Capacity to Full Height, 31.5" (800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- · Maximum Roll Back Angle: 58 Degrees
- · Maximum Dump Angle: 58 Degrees

#### MFFL.3615 LOADER

- One Piece 4 mm High Tensile Main Frame with Tapered and Emboss Arms
- Quick Attach Implement Mounting with Euro Style Single Lever Locking System
- 82 mm Arm Profile
- · 70 mm Double Acting Lift Cylinders
- 75 mm Double Acting, Equal Displacement **Bucket Cylinders**
- Industrial Grade Hydraulic Fittings and Twin Braided Hoses, Incorporated Internally Inside Loader Boom
- Central Valve, Equalized Oil Distribution Valve with Incorporated Relief Valves
- · 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- · Protective Hose Cover
- Lock and Go Loader/Subframe Connection System
- Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- Powder Painted with Corrosion Protection
- · Bucket Level Indicator
- Front Bumper Guard (With Subframe Set)
- Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
- 140" (3.55 m) Lift Height to Pivot Pin
- FL.3615: 3420 lb. (1551 kg) Lift Capacity to Full Height, 31.5" (800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- · Maximum Roll Back Angle: 58 Degrees
- · Maximum Dump Angle: 58 Degrees

March 2022

**Dealership Name:** D.W. Ogg Equipment Co. **Location:** Frederick (326465) Invoice Number: Order Number:

## **MF 4700 CAB**



(F.O.B. PORT OF ENTRY)

#### TRACTOR FEATURES

#### **ENGINE SYSTEM**

AGCO Power 33AWIC 3 Cylinder (Turbocharged) EPA Tier 4 Final and CARB Certified

MF4707 - Diesel Oxidation Catalyst (DOC), Exhaust Gas Recirculation (EGR)

MF4708/4709/4710 - SCR Technology (Post-Combustion DEF), Diesel Oxidation Catalyst (DOC)

- Air Cleaner: Dual Element Dry Type
- · Air Cleaner Intake, Under Hood
- · A-Pillar Exhaust with Heat Shield
- Cooling System: Antifreeze 50/50 Mix
- · Cold Starting Aid: Intake Heater

#### **HORSEPOWER**

(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM) MF4707 Deluxe Powershuttle:

75 Max Engine HP, 70 Engine HP, 57 PTO HP

MF4708 Deluxe Powershuttle:

85 Max Engine HP, 80 Engine HP, 67 PTO HP

MF4709 Deluxe Powershuttle:

95 Max Engine HP, 90 Engine HP, 77 PTO HP

MF4710 Deluxe Powershuttle:

100 Max Engine HP, 100 Engine HP, 87 PTO HP

#### FRONT AXLE

- 2wd: Adiustable
- 4wd: Center Driveline, Open Differential, Standard Hydraulically Actuated Differential Lock

#### **POWERTRAIN**

Transmission:

#### 2wd:

18 mph (30 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever) 4wd:

25 mph (40 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)

- Rear Axle: Inboard Planetary Final Drives, with HydraLock Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with Independent Foot Pedal Operation Hook and Lever Parking Brake
- PTO: Independent 540/540E RPM, External Control with 6 Spline Non-Flanged Shaft (1-3/8 In. Diameter), Independent Wet Disc Clutch, Electro-hydraulic Engagement

#### **HYDRAULIC SYSTEM**

- 2 Mechanically Controlled Spool Valves (1 x DA KO FL + 1 x DA KO FL)
- Implement System:

Open Center System, Engine Driven Gear Pump 17.1 GPM (65 LPM) Flow

Optional Cable-controlled Loader Joystick with Mid Valves and 3rd Function Ready Buttons

Rear Linkage:

ASAE Category II with Telescopic Ball Ends Lift Capacity at 24": 4850 LBS (2200 KG) 2 Adjustable Rear Linkage Turnbuckles

- Standard Telescopic Stabilizers
- Swing Straight Drawbar with 350/400/500mm Positions,

#### **ELECTRICAL**

- 12 Volt DC, Negative Ground
- Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free SAE 720 CCA
- 80 AMP Alternator
- Ignition: Key with Safety Start
- Keved Engine Shutoff
- Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- Mid Mounted Work Lights
- Rear Brake Lights
- Standard 1 Rear Work Light
- 7 Pin ASAE Outlet Socket
- 30 Amp Auxiliary Electrical Socket

#### **INSTRUMENTS**

- · Digital & Analog Instrument Panel with Performance Monitor
- · Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- Digital Transmission Display
- Digital Hour Meter
- Operation and Service Lights

#### **OPERATOR ENVIRONMENT (CAB MODELS)**

- · Standard Cab Roof, HVAC with Manual Controls, 2 Low Mounted Doors, Antenna & Speakers
- 2 Front and 2 Rear Roof Mounted Work Lights
- · Pull-down Sun Shade
- Lever Controlled 3-Point Linkage with Draft Control
- Rubber Floor Mat
- Telescopic Large Side Mirrors
- Internal Mirror
- Dual Adjustment Steering Column (Tilting and Telescopic)
- Mechanical Swiveling Seat with Armrests
- Retractable Seat Belt
- Instructor's Seat with Seatbelt
- Cup Holder
- Pendant Style (Suspended) Foot Pedals
- Hand Rails
- · Hand and Foot Throttle
- · Left Side and Right Side Foot Step Entry
- External 3-Point Lift Control on Left and Right Hand Fenders
- · Rear Wiper/Washer

#### OTHER STANDARD FEATURES

- · Fuel Tank Under Platform, Ground Fill Fuel Capacity: 27.7 Gallons (105 Liters)
- One-Piece Tilting Hood
- · Rear Fender Side Extensions 100mm
- · Fuel Tank Guard
- Tool Box
- · SMV Sign

## MF 4700 CAB

(F.O.B. PORT OF ENTRY)



#### **LOADER FEATURES**

#### MF931X LOADER

- One Piece Main Frame with Tapered Arms and Single Cross Member
- · Quick Attach Loader Frame Mount with Pin Lock
- Built-in Parking Stands
- (2) 2.8 inch (70 mm) Double Acting Lift Cylinders
- (2) 2.8 inch (70 mm) Double Acting Bucket Cylinders
- Hydraulic Lines Routed Inside Main Frame for Protection and Visibility
- · Galvanized Steel Bushings with Recessed Grease Points
- · Standard with Flat Face Couplers
- Rated on MF4610 Tractor with 11.2-24 Front Tires and 16.9-30 Rear Tires
- · Powder Painted with Corrosion Protection
- · Bucket Level Indicator
- · Lift Capacity to Full Height @ 31.5 inches Forward of Pivot Pin: 2140 lbs
- · Maximum Lift Height: 136 inches at Pivot
- Breakout Force @ 31.5 inches Forward of Pivot Pin: 3540 lbs
- · Rated Hydraulic Pressure: 2828 PSI Maximum Roll Back Angle: 44 Degrees
- · Maximum Dump Angle: 50 Degrees

#### MFFL.3522 LOADER

- One Piece 4 mm High Tensile Main Frame with Tapered and Emboss Arms
- Quick Attach Implement Mounting with Euro Style Single Lever Locking System
- · 82 mm Arm Profile
- · 80 mm Double Acting Lift Cylinders
- 75 mm Double Acting, Equal Displacement **Bucket Cylinders**
- · Industrial Grade Hydraulic Fittings and Twin Braided Hoses, Incorporated Internally Inside Loader Boom
- Central Valve, Equalized Oil Distribution Valve with Incorporated Relief Valves
- · 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- · Protective Hose Cover
- · Lock and Go Loader/Subframe Connection System
- · Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- · Powder Painted with Corrosion Protection
- · Bucket Level Indicator
- Front Bumper Guard (With Subframe Set)
- Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
- 140" (3.55 m) Lift Height to Pivot Pin
- FL.3522: 2760 lb. (1252 kg) Lift Capacity to Full Height, 31.5" (800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- · Maximum Roll Back Angle: 58 Degrees
- · Maximum Dump Angle: 58 Degrees

#### MFFL.3615 LOADER

- One Piece 4 mm High Tensile Main Frame with Tapered and Emboss Arms
- Quick Attach Implement Mounting with Euro Style Single Lever Locking System
- 82 mm Arm Profile
- 70 mm Double Acting Lift Cylinders
- 75 mm Double Acting, Equal Displacement **Bucket Cylinders**
- Industrial Grade Hydraulic Fittings and Twin Braided Hoses, Incorporated Internally Inside Loader Boom
- Central Valve, Equalized Oil Distribution Valve with Incorporated Relief Valves
- 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- · Protective Hose Cover
- Lock and Go Loader/Subframe Connection System
- Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- Powder Painted with Corrosion Protection
- **Bucket Level Indicator**
- Front Bumper Guard (With Subframe Set)
- Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
- 140" (3.55 m) Lift Height to Pivot Pin
- FL.3615: 3420 lb. (1551 kg) Lift Capacity to Full Height, 31.5" (800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- Maximum Roll Back Angle: 58 Degrees
- Maximum Dump Angle: 58 Degrees

March 2022

QQ-0970944

#### Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## Open Session Item

**SUBJECT:** Bid Award (PUR-1754) Pure Storage Support Subscription Renewal for the Information Systems Division

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Purchasing Department, and Josh O'Neal, Chief Technical Officer, Information Technology

**RECOMMENDED MOTION:** Move to award the procurement of a subscription renewal to GHA Technologies, Inc. of Scottsdale, AZ, for a Total Sum Bid Price of \$170,767.44 over a three (3) year term. Annual cost for the three (3) year term is \$56,922.48 per year.

**REPORT-IN-BRIEF:** The Pure Storage equipment forms the foundation for all County server computer resources, and is critical to the operation of all on-premise servers.

The Invitation to Bid (ITB) was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website, the County's website, in the local newspaper; and on the County's new electronic bid site (Enuna/Ionwave). Fifteen (15) persons/companies registered/downloaded the bid document online and on July 16, 2025, the County accepted bids; one (1) bid was received. The Contract term shall be for a one (1) year period beginning on August 17, 2025, with an option by the County to renew for two (2) additional consecutive one (1) year periods.

**FISCAL IMPACT:** Funds are available in the IT Department's operating budget account number 515000-10-11000.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

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

## **PUR-1754 Pure Storage Support Subscription Renewal**

				GHA Tech	nologies Inc
				Total Price	\$170,767.44
Line #	Description	QTY	UOM	Unit	Extended
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
1	1MOPRMGOLDYear 1 Term: August 17, 2025 - August 16, 2026Assets:				
	PCHFJ20020082, PCHFL1821011E, PSPFT20300ZWW, PSPFT20311130	12	EA	\$1,411.03	\$16,932.36
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
2	1MOPRMGOLDYear 2 Term: August 17, 2026 - August 16, 2027Assets:				
	PCHFJ20020082, PCHFL1821011E, PSPFT20300ZWW, PSPFT20311130	12	EA	\$1,411.03	\$16,932.36
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
3	1MOPRMGOLDYear 3 Term: August 17, 2027 - August 16, 2028Assets:				
	PCHFJ20020082, PCHFL1821011E, PSPFT20300ZWW, PSPFT20311130	12	EA	\$1,411.03	\$16,932.36
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONDFM-SHELF-DP-15TB				
4	1MOPRMGOLDYear 1 Term: March 3, 2025 - August 16, 2026Asset:				
	PSPFT21181E7K	12	EA	\$472.88	\$5,674.56
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONDFM-SHELF-DP-15TB				
5	1MOPRMGOLDYear 2 Term: August 17, 2026 - August 16, 2027Asset:				
	PSPFT21181E7K	12	EA	\$472.88	\$5,674.56
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONDFM-SHELF-DP-15TB				
6	1MOPRMGOLDYear 3 Term: August 17, 2027 - August 16, 2028Asset:				
	PSPFT21181E7K	12	EA	\$472.88	\$5,674.56
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
7	1MOPRMGOLDYear 1 Term: August 17, 2025 - August 16, 2026Assets:				
	PCHFL183001FD, PSPFT20300ZWY, PSPFT203211E9, PCHFJ20020083	12	EA	\$1,411.03	\$16,932.36
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
8	1MOPRMGOLDYear 2 Term: August 17, 2026 - August 16, 2027Assets:				
	PCHFL183001FD, PSPFT20300ZWY, PSPFT203211E9, PCHFJ20020083	12	EA	\$1,411.03	\$16,932.36
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-33TB				
9	1MOPRMGOLDYear 3 Term: August 17, 2027 - August 16, 2028Assets:				
	PCHFL183001FD, PSPFT20300ZWY, PSPFT203211E9, PCHFJ20020083	12	EA	\$1,411.03	\$16,932.36

## **PUR-1754 Pure Storage Support Subscription Renewal**

				GHA Tech	nologies Inc
Line #	Description	QTY	UOM	Unit	Extended
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-44TB				
10	1MOPRMGOLDYear 1 Term: August 17, 2025 - August 16, 2026Asset: X20R3-				
	FC-44TB-22/22-EMEZZ	12	EA	\$1,448.60	\$17,383.20
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-44TB				
11	1MOPRMGOLDYear 2 Term: August 17, 2026 - August 16, 2027Asset: X20R3-				
	FC-44TB-22/22-EMEZZ	12	EA	\$1,448.60	\$17,383.20
	PURE STORAGE PREMIUM GOLD SUBSCRIPTIONFA-X20R3-44TB				
12	1MOPRMGOLDYear 3 Term: August 17, 2027 - August 16, 2028Asset: X20R3-				
	FC-44TB-22/22-EMEZZ	12	EA	\$1,448.60	\$17,383.20

Year 1 Term: August 17, 2025 - August 16, 2026	Total:	\$56,922.48
Year 2 Term: August 17, 2026 - August 16, 2027	Total:	\$56,922.48
Year 3 Term: August 17, 2027 - August 16, 2028	Total:	\$56,922.48



### Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## Open Session Item

**SUBJECT**: Additional Services - Contract (PUR-1696) Oracle Products and Services for Information Technology Department

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Angie Poffenberger, Deputy Director, Budget & Finance - Software Support & Training and Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Move to authorize the addition of services to the existing contract for Oracle Products and Services for the Human Resources Department with Mythics, LLC of Virginia Beach, VA, based on its quote in the amount of \$35,280, based on the contract awarded by Omnia – Region 4 Education Services Center contract #R240202.

**REPORT-IN-BRIEF**: The current service under this contract provides cloud services, which consist of Planning and Budgeting, Fusion Financials, Fusion Purchasing, Fusion Transactional Business Intelligence, Fusion Self-Service Procurement, Human Capital Management, Payroll, and Fusion Time and Labor. The additional services requested are for the Department of Human Resources, for Recruiting Cloud Services within Oracle. The cloud-based applications are suites that can help businesses streamline operations, automate processes, and make data-driven decisions. This contract was for two (2) years, with an option by the County to renew for two (2) additional consecutive one (1) year periods.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department's account 5150180-10-11000 for products and services associated with Planning and Budgeting, Fusion Financials, Fusion Purchasing, Fusion Transactional Business Intelligence, Fusion Self Service Procurement, Human Capital Management, Payroll, and Fusion Time and Labor. Funding is available in account 599999-30-10500-COM019-OTHR-000000 for the Human Resources portion of these services.

**CONCURRENCES:** Brandi Kentner, CPPO, Purchasing Director

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Mythics, Inc. Quote 071125



Mythics LLC

4525 Main St., Suite 1500 Virginia Beach, VA 23462 Fed Tax ID# 54-1987871

Sales Rep: Anna Keane Email: akeane@mythics.com Phone: 757.362.1863

**Company Name: Washington County** 

Cloud Account Admin: Kim Edlund

Email: kedlund@washco.md.net

Mythics Quote: Contract: Price Valid Thru: WC-Fusion-071125 Region 4 Contract #R240202

August 30, 2025

## Data Center Region: North America

Expansion	Term: 15-341-2025 to 14-341-2020					
Line	Oracle	Cloud	Service	Service	Service	Extended
Item	Cloud Service	Part Number	Metric	Period	Quantity	Price
1	Recruiting Cloud Service	B87675	Hosted Employee	12	1500	\$35,280.00
				SaaS Expar	sion Total (2025-2026)	\$35,280.00

\*TOTAL PRICE \$362,602,07

#### Price Hold: 15-Jul-2025 to 14-Jul-2026

			PRICE HOLD			
Line	Oracle	Cloud	Service	Service	Service	Extended
Item	Cloud Service	Part Number	Metric	Period	Quantity	Price
1	Recruiting Booster Cloud Service	B95763	Hosted Employee	12	1500	\$13,230.00
				SaaS Price	Hold Total (2025-2026):	\$13,230.00
					*Applicable State tax	es will be added unless an exemption is provided.

Electronic Delivery: By confirming, referencing or placing an order based on this quote, you are agreeing that the software products or cloud services being purchased are for electronic delivery only and there is no transfer of tangible property.

Terms and Conditions
This estimate is an invitation to you to purchase products and/or services from Mythics. Your order is subject to Mythics' acceptance and to applicable Oracle terms and conditions per reference to an existing

agreement/contract or a newly excuted agreement accompanying your order.

The services period for the cloud services commences on the date stated in this ordering document. If no date is specified, then the "Cloud Services Start Date" for each cloud service will be the date that the end user is issued access that enables the end user to activate the end user's cloud services (the "Cloud Services Start Date").

You acknowledge that in reliance on this order. Mythics will issue a non-cancellable order with its supplier for products or services purchased.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of software licensed and/or services until payment has been received in full for outstanding balance.

You agree that Mythics has the right to terminate your services or support with Oracle due to non-payment. You agree that this order is placed pursuant to the terms and conditions of Region 4 Contract #R240202

1. Data Center Region: "North America"

2. No Auto-Renewal: Notwithstanding any statement to the contrary in the service specifications, You expressly agree that the cloud services acquired under this order will not auto-renew.

3. Option Years: You must provide Mythics a minimum of 30 days notice prior to the expiration of a service term of the end user's intent to exercise an Option Year and you must execute an order for the new option period prior to the expiration date of the existing service period. The cloud services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services set forth in this ordering document.

xpansion: For avoidance of doubt, the additional quantities of Cloud Services that are ordered hereunder are subject to the terms of the initial order between You and the Oracle authorized partner for such Cloud Services.

Payment of this order is due in full in accordance with the above referenced terms.

This is a non-cancellable order.

#### Purchasing Instructions:

lease reference Mythics Quote WC-Fusion-071125 and include the following statements in your Purchase Order:
. This order is placed pursuant to the terms and conditions of : Region 4 Contract #R240202

- Reference Mythics Quote WC-Fusion-071125
- 3. Reference Mythics Address: 4525 Main St. Suite 1500 Va Beach, VA 23462
- 4. Payment Terms: Cloud Service Quarterly in Arrears NET 30

### Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

## Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INGT-25-0201) One (1) 900-ECO 12 yd Combination Sewer Cleaner - Truck

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Mark Bradshaw, Division Director of Environmental Management.

**RECOMMENDED MOTION:** Move to authorize by Resolution, for the Department of Water Quality to purchase one (1) 900-ECO 12 yd Combination Sewer Cleaner - Truck from Mid-Atlantic Waste Systems of Easton, MD in the amount of \$590,812.97 and to utilize another jurisdiction's contract (#101221-SCA) that was awarded by Soucrewell.

**REPORT-IN-BRIEF:** The Department of Water Quality is requesting to purchase one (1) 900-ECO 12 yd Combination Sewer Cleaner to replace a 2006 International Vac-Con. Once we receive the new truck, the old Vac-Con will be sold on GovDeals.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. Sourcewell took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this truck in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of this truck because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the Department of Water Quality's Capital Improvement Plan (CIP) account (VEH010) in the amount of \$600,000.

**CONCURRENCES:** Brandi Kentner, CPPO, Director, Purchasing Department;

## **ALTERNATIVES:**

- Process a formal bid and the County could possibly incur a higher cost for the purchase, or
   Do not award the purchase of the sewer cleaner truck.

**ATTACHMENTS:** Mid Atlantic Waste Systems Quote #RSSQ42894

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

#### **RESOLUTION NO. RS-2025-**

## (Intergovernmental Cooperative Purchase [INTG-25-0201] One [1] 900-ECO 12 yd Combination Sewer Cleaner - Truck)

#### **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 Department of Water Quality seeks to purchase one (1) 900-ECO 12 yd Combination Sewer Cleaner – Truck from Mid-Atlantic Waste Systems of Easton, Maryland, in the amount of \$590,812.97, and to utilize another jurisdiction's contract (#101221-SCA) that was awarded by Sourcewell.

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 Department of Water Quality is hereby authorized to purchase one (1) 900-ECO 12 yd Combination Sewer Cleaner – Truck from Mid-Atlantic Waste Systems of Easton, Maryland, in the amount of \$590,812.97, and to utilize another jurisdiction's contract (#101221-SCA) that was awarded by Sourcewell.

Adopted and effective this \_\_\_\_ day of July, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
·	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



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SOLD TO

Mark Bradshaw Washington County 16232 Elliott Parkway Williamsport, MD 21795 SHIP TO

Bill Martin

Washington County 16232 Elliott Parkway Williamsport, MD 21795

CELEBRATING OUR

1985-2015

Quote #: RSSQ42894

Remittance Address for Deposits: 10641 Cordova Road

Easton, MD 21601

Account:

**SOURCEWELL PROPOSAL** 

Terms: NET 30 Days Date: 06/30/25

(240) 313-2615

mbradshaw@washco-md.net

240-313-2609

bmartin@washco-md.net

Sales Rep Josef Lindsey

SOURCEWELL MEMBER # #1859

CONTRACT # Sourcewell #122017-SCA (Sewer

QTY	DESCRIPTION	RETAIL PRICE	SOURCEWELL PRICE

1.00 Sewer Equipment 900-ECO 12 yd Truck Mounted Combination Sewer Cleaner

\$350,575.00

\$340,057.75

Standard Equipmnent:
Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack

Boom:

Telescoping Boom System
Telescoping Reach 17' 2" to 27' 2"
Hydraulic Powered Boom
180° Working Radius
Boom Joystick Control

Debris Tank:

12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)

Dual Ported Rear Door w/ Knife Valve Dump Height 60"

Hydraulic Open/Close/Lock Door

Water System:

Nation System

1300 Gallon Capacity Water Tank

Giant plunger style triplex
65 gpm @ 2000 psi w/ 30 min run dry

Black Duraprolene™ Water Tank Construction
w/ 10 Year Warranty

Cold Weather Recirculation System

2.5" Hydrant Fill system

Air Purge Valve

Variable Volume Delivery

Low Water Warning Light

Analog Pressure Display

Front and Mid Ship Hand Gun Ports

Doc # Date RSSQ42894 06/30/25

Electrical:

NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches

Truck:

Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LÉD D.O.T. Approved Lighting (2) Tow Hooks Front Bumper

Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls

#### Accessories:

(3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube

(1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose

(6) Quick Clamps

BB Hose Guide

Tri-Star (chisel point) nozzle

DD (high flow) nozzle

Finned Nozzle extension

Nozzle Rack (Mounted midship toolbox)

25' Fill Hose

Upstream Pulley Guide

Washdown Gun w/ 50' of Hose Cleaner, Tip,Torch,Small

(1) Hydrant Wrench

(1) Paper Owner's Manual

1.00	Mounted On: Freightliner 114SD 450HP HOSE REEL ASSEMBLY:	\$165,538.00	\$149,978.00
1.00	AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION	\$9,458.00	\$9,174.26
1.00	DIGITAL "SMART COUNTER" FOOTAGE METER	\$3,778.00	\$3,664.66
1.00	PINCH ROLLER (air strut powered sewer hose retention)	\$1,879.00	\$1,822.63
600.00	3/4" ID X 3,000 PSI OPERATING PRESSURE - PER FT	\$5.62	\$3,270.00
	WATER PUMPS:		
1.00	UPGRADE WATER PUMP TO GIANT 80GPM @ 2,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY	\$11,476.00	\$11,131.72
1.00	GIANT PUMP PULSATION SYSTEM	\$311.00	\$301.67
	WATER TANKS:		
1.00	ADDITIONAL FULLY BAFFLED 200 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY (mounted between frame rails - subject to chassis load capacity)	\$6,896.00	\$6,689.12
of 6		Doc # Date	RSSQ42894 06/30/25

QTY	DESCRIPTION	RETAIL PRICE	SOURCEWELL PRICE	
	п			
1.00	DIGITAL WATER TANK LEVEL GAUGE	\$1,177.00	\$1,141.69	
1.00	WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)	\$656.00	\$636.32	
1.00	2" Y-STRAINER ON INLET FILL SYSTEM	\$684.00	\$663.48	
	WATER SYSTEM ATTACHMENTS:			
1.00	FILL HOSE STORAGE RACK	\$263.00	\$255.11	
1.00	STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)	\$7,793.00	\$7,559.21	
1.00	LATERAL LINE CLEANING KIT (200' x 1/2" sewer hose on a stationary reel w/ electric rewind. Includes a dedicated auxiliary cleaning circuit rated at system pressure, a flushing nozzle, and a penetrating nozzle. Mounts on the front driver's side bumper.)  TOOLBOX CONFIGURATIONS:	\$5,178.00	\$5,022.66	
1.00	"REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24""x18""x18"" boxes, (1) 63.75""x17.25""x12"" cabinet and (2) 4"" tubes) - Confirm rear suspension (Not available with tandem/tag axle chassis)"	\$3,787.00	\$3,673.39	
1.00	(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder Note #1: N/A WITH COLD WEATHER HYDROEXCAVATION CLEANING KITS	\$2,897.00	\$2,810.09	
1.00	ADD QTY 1 30"X18"X18" PASSENGER SIDE RAIL ALUMINUM TOOLBOX (maximum 1 allowed, not available with single piston water pump option)  DEBRIS BOX & BOOM:	\$1,213.00	\$1,176.71	
1.00	DEBRIS BODY POSITIVE PRESSURE DECANTING SYSTEM (Includes 6" discharge port with cam-lock)	\$8,437.00	\$8,183.89	
1.00	MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built-in levers for manual boom control) (Located at midship control panel)	\$533.00	\$517.01	
1.00		\$3,168.00	\$3,072.96	
1.00	DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)	\$1,512.00	\$1,466.64	
1.00	DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)	\$1,782.00	\$1,728.54	
1.00	STAINLESS STEEL DECANT SCREEN UPGRADE (only available with pump off or decant screen options)	\$1,698.00	\$1,647.06	
	ELECTRICAL & LIGHTING:			
1.00	WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)	\$5,758.00	\$5,585.26	
1.00	,	\$314.00	\$304.58	
1.00		\$1,881.00	\$1,824.57	
1.00	LED ARROW BOARD	\$1,618.00	\$1,569.46	
1.00	LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)	\$1,184.00	\$1,148.48	
1.00	LED REAR MOUNTED WORK LIGHTS (2): LOCATED ABOVE REAR DOOR	\$1,184.00	\$1,148.48	
	CHASSIS:			
1.00	AIR PURGE SYSTEM (powered via chassis air system)	\$1,742.00	\$1,689.74	
1.00	ENHANCED VISIBILITY CAMERA SYSTEM W/ BLIND SPOT CAMERAS (includes front and rear mounted cameras with split screen monitor in cab)	\$3,638.00	\$3,528.86	
of 6		Doc # Date	RSSQ42894 06/30/25	

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QTY	DESCRIPTION	RETAIL PRICE	SOURCEWELL PRICE
1.00	(4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers)	\$346.00	\$335.62
1.00	SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER	\$476.00	\$461.72
1.00	CENTRAL LUBRICATION SYSTEM	\$3,579.00	\$3,471.63
1.00	Drive Away	\$3,500.00	\$3,500.00

Delivery: TBD (DEC / JAN) Expectation

Terms: Net 30 Days

Price does not include any local, state, or federal excise tax.

Price includes freight.

Price includes mounting.

Price includes one standard paint:
DEBRIS TANK - STANDARD WHITE
BOOM - STANDARD WHITE
HOSE REEL & UPRIGHT - STANDARD SEWER BLUE
FRAME & HOSE REEL SLIDE - STANDARD BLACK
All built per manufacturer's standard specifications.

No title or tag fees included.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

Subtotal	615,914	\$590,812.97
Federal Excise Tax	\$0.00	\$0.00
Sales Tax	\$0.00	\$0.00
TOTAL*	\$619,881.00	\$590,812.97

<sup>\*</sup>Total does not include optional items

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



## Agenda Report Form

## Open Session Item

**SUBJECT:** Bid Award (PUR-1750) Town of Sharpsburg Water Service Upgrades

PRESENTATION DATE: July 29, 2025

**PRESENTATION BY:** Mark Bradshaw, Division Director of Environmental Management; Joseph Moss, P.E., Division of Environmental Management, Deputy Director, Engineering Services.

**RECOMMENDED MOTION:** Move to award the procurement of furnishing and delivery of the water system upgraded parts listed on the bids Form of Proposal to Huntzberry Brothers, Inc. of Smithsburg, MD, for a Total Sum Bid Price of \$474,050.

**REPORT-IN-BRIEF:** The Invitation to Bid (ITB) was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website, the County's website, in the local newspaper; and on the County's new electronic bid site (Enuna/Ionwave). Seven companies were represented at the pre-bid/teleconference. Fifteen (15) persons/companies registered/downloaded the bid document online.

The County owns and maintains the water meters and associated components of the meter vaults throughout the water distribution for the Town of Sharpsburg. Due to the age of these water services, backflow prevention devices were not installed at the time the services were installed. This project will upgrade the water services for the Town of Sharpsburg to the current standards required by MDE for public drinking water systems.

**FISCAL IMPACT:** Funds in the amount of \$474,050.00 are available in the Capital Improvement Account (CIP) EQP068 for the costs of the procurement.

**CONCURRENCES:** Brandi Kentner, CPPO, Buyer, Purchasing

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

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

PUR-1750 Town of Sharpsbug / Water Service Upgrade Project

				HUNTZBERRY BROTHERS, INC.		Henson & Son Inc	
				Smithsburg, MD		Hagerstown, MD	
				Total Price	\$474,050.00	Total Price	\$732,356.18
Line#	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Base Bid Item B-1						
	Water Meter Fittings / Vault Replacement	239	EA	EA <u>\$950.00</u>	\$227,050.00	\$1,426.62	\$340,962.18
	Grassed or Landscaped Area						
2	Base Bid Item B-2						
	Water Meter Fittings / Vault Replacement	93	EA	<u>\$1,725.00</u>	\$160,425.00	\$2,237.62	\$208,098.66
	Concrete Sidewarlk, Curb or Gutter Pan Area						
2	Base Bid Item B-3	1.5	T. 4	04 22 00	Φ <b>2.5</b> .0 <b>7.5</b> .00	ФО ООТ СО	Φ22.564.20
3	Water Meter Fittings / Vault Replacement	15	EA	<u>\$1,725.00</u>	\$25,875.00	\$2,237.62	\$33,564.30
	Brick or Concrete Paver Sidewalk						
4	Base Bid Item B-4	80	EA	£400 00	\$22,000,00	\$1.426.62	¢114 120 60
4	Water Meter Fittings / Vault Replacement	80	EA	<u>\$400.00</u>	\$32,000.00	\$1,426.62	\$114,129.60
	Replace Internal Fittings Only Base Bid Item B-5						
5	Water Meter Fittings / Vault Replacement	12	EA	\$1,725.00	\$20,700.00	\$2,237.62	\$26,851.44
3	Driveway / Roadway Paved Area	12	LIX	<u> </u>	\$20,700.00	Ψ2,237.02	Ψ20,031.44
	Contingent Item C-1	+				<b>.</b>	
6	Unsuitable Material Excavation	25	CY	<u>\$90.00</u>	\$2,250.00	\$175.00	\$4,375.00
7	Contingent Item C-2	25	LF	\$220.00	\$5.750.00	\$175.00	\$4.275.00
	Remove / Replace Unsuitable Service Line	23	LF	<u>\$230.00</u>	\$5,750.00	\$1/3.00	\$4,375.00

## ResponseTtotals

Huntzberry Brothers, Inc. \$474,050.00 Henson & Son, Inc. \$732,356.18



### Board of County Commissioners of Washington County, Maryland

### Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0194) – Lease for One (1) New Caterpillar 120 AWD Motor Grader

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: David A. Mason, P. E., Deputy Director, Department of Solid Waste

**RECOMMENDED MOTION:** To authorize, by Resolution, the Department of Solid Waste to lease of One (1) New Caterpillar 120 AWD Motor Grader from Caterpillar Financial Services Corporation with an annual payment in the amount of \$84,000.82 for the total sum of \$420,004.10 and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formally National Joint Powers Alliance) to Caterpillar, Inc. This is also contingent on the final approval of the lease agreement by the County Attorney's Office,

**REPORT-IN-BRIEF:** The Code of the Public Laws of Washington County, Maryland §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this equipment in accordance with the Code referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of this equipment because of the economies of scale this contract has leveraged. Acquisition of this equipment by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Department of Solid Waste and Purchasing Department. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

**DISCUSSION:** The department's 1991 John Deere 670B grader with 3,856 hours meets the County's Replacement Policy for Vehicles and Equipment. The grader will be sold on GovDeals once the new Grader is delivered. The grader is used by the department for grading the loads on the landfill, haul roads and snow removal at the 40 West Landfill

**FISCAL IMPACT:** Funds are budgeted in the Solid Waste Budget, Line Item 535055-21-21020, Lease Payments.

CONCURRENCES: Brandi Kentner, CPPO, Director, Purchasing

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Carter Equipment's Quote dated 5/27/25, Amortization Schedule

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

### **RESOLUTION NO. RS-2025-**

(Intergovernmental Cooperative Purchase Lease for One [1] New Caterpillar 120 AWD Motor Grader)

### **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 Department of Solid Waste seeks to lease one (1) new Caterpillar 120 AWD Motor grader from Caterpillar Financial Services Corporation with an annual payment in the amount of \$84,000.82 for the total sum of \$420,004.10, and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formally National Joint Powers Alliance) to Caterpillar, Inc.

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 Department of Solid Waste is authorized to lease one (1) new Caterpillar 120 AWD Motor grader from Caterpillar Financial Services Corporation with an annual payment in the amount of \$84,000.82 for the total sum of \$420,004.10, and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formally National Joint Powers Alliance) to Caterpillar, Inc.

Adopted and effective this \_\_\_\_ day of July, 2025.

ATTEST:  BOARD OF COUNTY COMMISSION OF WASHINGTON COUNTY, MA	
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



May 27, 2025

WASHINGTON COUNTY DSW 12630 EARTH CARE ROAD HAGERSTOWN, MD 21740 Attention: DAVE MASON

RE: Quote 218987



Mr. Mason,

We would like to offer the same terms and conditions as the Sourcewell Contract #011723-CAT for the purchase of

### (1) NEW 2025 MODEL 120 MOTOR GRADER

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. If there are any questions, please do not hesitate to contact me.

Regards,

Brent D. Stewart

Brent D. Stewart Governmental Machine Sales Carter Machinery Co. Inc. 443-764-7692 Brent\_stewart@cartermachinery.com

# **MACHINE SPECIFICATIONS**

Description Description	Reference No
120 14B AWD MOTOR GRADER	460-7652
GLOBAL ARRANGEMENT, JOY	561-6489
ENGINE, STAGE V AND T4 FINAL	590-7345
10W-30 ENGINE OIL	645-1457
MOLDBOARD, 12'	320-2749
RIPPER/SCAR HD - ANSI	631-2965
WEATHER, STANDARD AWD	467-7403
CUTTING EDGE, 12' BLADE	233-7139
END BITS, STANDARD	233-7148
ACCUMULATORS, JOY	462-6539
DRAWBAR, TOP ADJUST, HYDTIP, JOY	462-6536
DRAIN, GRAVITY, ENGINE OIL	422-6603
BASE + 1 (RIP) JOY	462-6515
JUMP START STUDS	506-4262
ALTERNATOR, 145 AMP	438-5768
REAR PANEL W/ ACCESS DOOR	498-8871
STARTER, STANDARD DUTY	631-6547
LIGHTS,BRAKE+BKP,TURN,LED	563-2423
LOW BAR, HALOGEN, JOY, AWD	564-4990
CAB, ROPS, PLUS, JOY, AWD	466-1367
SEAT, BASE, SUSPENSION, JOY	506-2611
SEAT BELT	513-0286
PRODUCT LINK, CELLULAR PLE742	471-5509
CAT GRADE ARO, JOY	462-6505
CONTROL,AUTO ARTICULATION-FULL	435-8660
GLOVE BOX, CAB	435-5797
JOYSTICK CONTROLS, ADVANCED	466-1316
TIRES,17.5R25* BS VKT L2 L3 MP	452-2806
GROUND LEVEL, FUELING	577-8014
FUEL FILTER, NEXT GEN	574-8803
FAN, STANDARD AWD	575-7685
DECALS, ENGLISH (U.S)	462-6655
LIGHTS,WORKING,BASIC HAL,JOY	468-7615
LIGHTS, CAB HALOGEN, JOY	466-1301
COMFORT PACKAGE, PREMIUM, JOY	466-1360
LIGHTS, SERVICE, INTERNAL	435-9816
WARNING LIGHT, MOUNTING, JOY	466-1307
CAMERA, REAR VISION, JOY	467-7439
MIRRORS, EXTERNAL, HEATED, JOY	466-1324
WIPER, REAR, JOY	501-7972
GUARD, BOTTOM	453-4972
HEATER, ENGINE COOLANT, 120V	255-1336
STARTING AID	422-6605
PUSH PLATE, COUNTERWEIGHT	336-1559
TOOTH, STRAIGHT	631-5599

CATERPILLAR LIST PRICE	\$580,359.00
SOURCEWELL DISCOUNT OF 37% OFF OF LIST PRICE	-214,733.00
SALE PRICE	\$365,627.00
5 YEAR / 5000 HOUR TM WARRANTY W/TTM	12,378.00
TOTAL SALE PRICE	\$378,005.00

# EXHIBIT 2 Concluding Payment Schedule to Government Agreement

Quote Number	 	 	4879475

# between Caterpillar Financial Services Corporation and

Dated \_\_\_\_

# BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

# **Description of Unit: 120-14AWD Motor Grader:**

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	378,505.00	84,000.82	0.00	0.00	5.49	294,504.18
total		84,000.82	0.00	0.00		
2	294,504.18	84,000.82	0.00	16,168.28	5.49	226,671.64
total		84,000.82	0.00	16,168.28		
3	226,671.64	84,000.82	0.00	12,444.27	5.49	155,115.09
total		84,000.82	0.00	12,444.27		
4	155,115.09	84,000.82	0.00	8,515.82	5.49	79,630.09
total		84,000.82	0.00	8,515.82		
5	79,630.09	84,000.82	0.00	4,371.68	5.49	0.95
total		84,000.82	1.00	4,371.68		
6	0.95	0.00	1.00	0.05	5.49	0.00
total		0.00	1.00	0.05		
total		420,004.10	1.00	41,500.10		

(*)Doog not	include ony	ant naumant	or other o	mount then due
(*)Does not	include anv	rent bavment	or other al	mount then due

Initialed: \_\_\_\_\_(Lessee)



### **OPEN SESSION ITEM**

**SUBJECT:** Smithsburg WWTP energy consumption incentive

PRESENTATION DATE: July 29, 2025

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

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

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

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

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

**CONCURRENCES: DEM Director** 

**ATTACHMENTS:** Program Application for signature.





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

6/22/2025

John Barr

Customer: WASH CO WATER & SEWER / Project Trade Ally: HRI INC

16232 Elliott Pkwy Williamsport, MD 21795

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

Dear John Barr:

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

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

### **Next Steps:**

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

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

Sincerely, Alexandra Afari Senior Program Manager

CC:

Ron Ritter CALEB YOST

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

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





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

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

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

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Offer Acceptance				
EA-0003526529 <b>A</b> response to this in	entive offer is requested within 30 days of receipt:			
incentive. Expected installation dat ☐ Undecided. Please indicate if you way ☐ We decided not to proceed with the ☐ I understand Potomac Edison is er reserves the right to commit these Therefore, customers who decide	uld like program representatives to contact you about the project(s): ☐ Yes ☐ No installation of the ECM(s) at this time. Please indicate reason below(optional): ed to 100% of the energy and capacity benefits associated with this program and ergy efficiency savings into PJM's energy, capacity and reserve auctions. Install energy efficiency measures and offer these energy efficiency savings into the			
EA-0003526529 A response to this incentive offer is requested within 30 days of receipt:    We are proceeding with the installation of the ECM(s) as outlined in the initial Project Application and accept the incentive. Expected installation date: Undecided. Please indicate if you would like program representatives to contact you about the project(s):   Yes   We decided not to proceed with the installation of the ECM(s) at this time. Please indicate reason below(optional):   I understand Potomac Edison is entitled to 100% of the energy and capacity benefits associated with this program an reserves the right to commit these energy efficiency savings into PJM's energy, capacity and reserve auctions. Therefore, customers who decide to install energy efficiency measures and offer these energy efficiency savings into PJM auction on their own are not eligible to receive incentives from Potomac Edison for those measures.    John Barr				
Customer Name	Title			
Customer Signature	 Date			

# **Preapproved Incentive Details**

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

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

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# **Incentive Payment Request Form for EA-0003526529**

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

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

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

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

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

Version 9 (revised 02/10/2021)



# **Certificate Of Completion**

Envelope Id: 823166E0-AF30-4486-9908-3F9D77D93DBA Status: Sent Subject: Complete with DocuSign: EmPOWER Maryland Incentive Offer Letter for EA-0003526529 - WASH CO WATER

Source Envelope:

Document Pages: 7 Signatures: 0 **Envelope Originator:** Initials: 1 Certificate Pages: 5 #MB EnergySaveMD

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

4301 Westbank Dr, BLDG A, STE300,

Austin, TX 78746

energysavemd@clearesult.com IP Address: 155.190.61.25

### **Record Tracking**

Status: Original

6/22/2025 9:41:43 AM

Holder: #MB EnergySaveMD

energysavemd@clearesult.com

Location: DocuSign

**Timestamp** 

**Timestamp** 

### **Signer Events**

Amy Lowman

alowman@firstenergycorp.com

Security Level: Email, Account Authentication

(None)

**Signature** 

al

**Status** 

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

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

### **Electronic Record and Signature Disclosure:**

Accepted: 6/23/2025 4:43:51 AM

ID: 9313be42-3df0-4a19-a975-dcf69e18091f

John Barr

jmoss@washco-md.net

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/27/2025 10:20:30 AM

ID: 76cdc374-1c38-4e95-b8ed-2bef641ae264

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

#### In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp**

#MB EnergySaveMD

energysavemd@clearesult.com

**Carbon Copy Events** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 5/16/2025 8:25:24 AM

ID: 3497743c-b76c-4c96-865b-9f480f26638c

Caleb Yost

caleb.yost@clearesult.com

Security Level: Email, Account Authentication

(None)

Carbon Copy Events Status Timestamp

### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Alex Deane

Alex.deane@clearesult.com

Security Level: Email, Account Authentication (None)

### **Electronic Record and Signature Disclosure:**

Accepted: 6/26/2025 5:10:51 AM

ID: 51de38fe-e851-4758-9a66-6ec873169bf8

Ron Ritter

rritter@hriinc.com

Security Level: Email, Account Authentication

(None)

### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Alex Deane

Alex.deane@clearesult.com

Security Level: Email, Account Authentication

(None)

### **Electronic Record and Signature Disclosure:**

Accepted: 6/26/2025 5:10:51 AM

ID: 51de38fe-e851-4758-9a66-6ec873169bf8

Witness Events	Signature	Timestamp					
Notary Events	Signature	Timestamp					
Envelope Summary Events	Status	Timestamps					
Envelope Sent	Hashed/Encrypted	6/22/2025 9:44:04 AM					
Certified Delivered	Security Checked	6/27/2025 10:20:30 AM					
Payment Events	Status	Timestamps					
Electronic Record and Signature Disclosure							

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

### Withdrawing your consent

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

### Consequences of changing your mind

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

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

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

# **How to contact CLEAResult Consulting:**

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

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

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

# To advise CLEAResult Consulting of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### To request paper copies from CLEAResult Consulting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with CLEAResult Consulting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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

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



### Board of County Commissioners of Washington County, Maryland

### Agenda Report Form

### Open Session Item

**SUBJECT:** Schofield Conservation Reserve Enhancement Program (CREP) Easement proposal (revised)

PRESENTATION DATE: July 29, 2025

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

**RECOMMENDED MOTION:** Move to approve the Paula Z. Schofield CREP easement project, paid for 100% by the State, in the *revised* amount of \$64,934.30 for 32.63 easement acres, to adopt an ordinance approving the purchase of the easement, and to authorize the execution of the necessary documentation to finalize the easement purchase.

**REPORT-IN-BRIEF:** The Schofield property is located at 20230 Trovinger Mill Road, Hagerstown, and will protect 10 acres of woodland, 6 acres of cropland and 16 acres of pastureland, and serve to buffer roughly 1,300 linear feet of Antietam Creek. The property also contains a historic house on the Maryland Inventory of Historic Places. Seven (7) development rights will be extinguished with this easement.

Washington County has been funded to purchase CREP easements on over 1,900 acres of land since 2010. The Schofield easement will serve to both protect Maryland waterways, as well as preserve the agricultural, historic, cultural and natural characteristics of the land.

**DISCUSSION:** For FY 2025, the State of Maryland is awarding CREP grants to eligible properties on a project by project basis. Following County approval, the application will be submitted for State funding approval.

**FISCAL IMPACT:** The original ARF proposal was in the amount of \$63,932.22 (see 3/18/2025 minutes). However, DNR requested a revision of the amount due to updated appraisal values for the new fiscal year. CREP funds are 100% State dollars. In addition to the easement funds, the County receives up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance costs and funds to cover all legal costs and surveys.

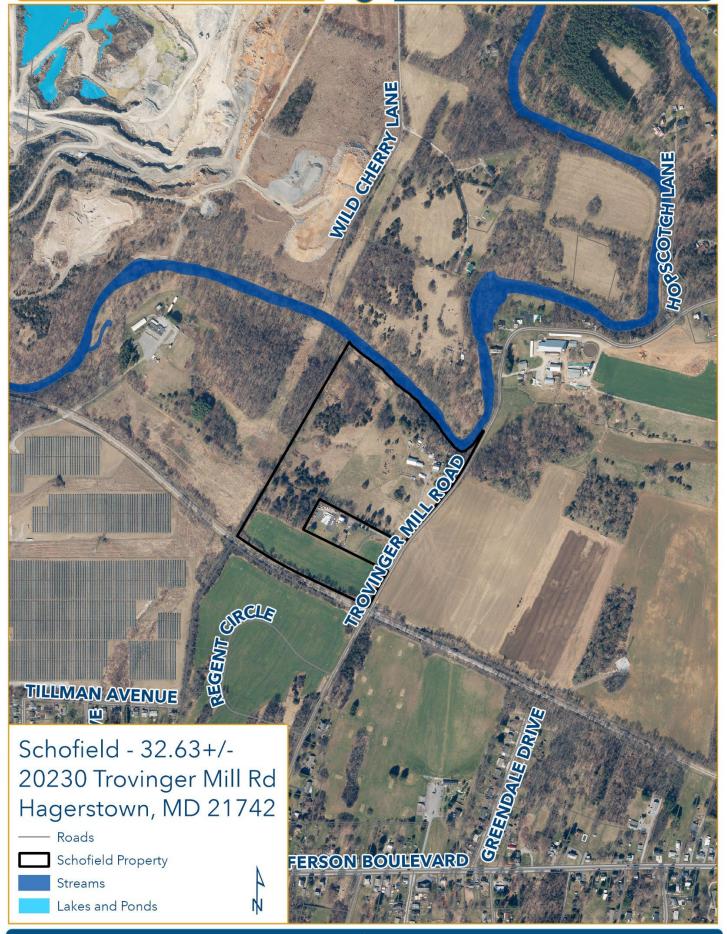
**CONCURRENCES:** DNR staff approves and supports our program. A final money allocation will be approved by the State Board of Public Works.

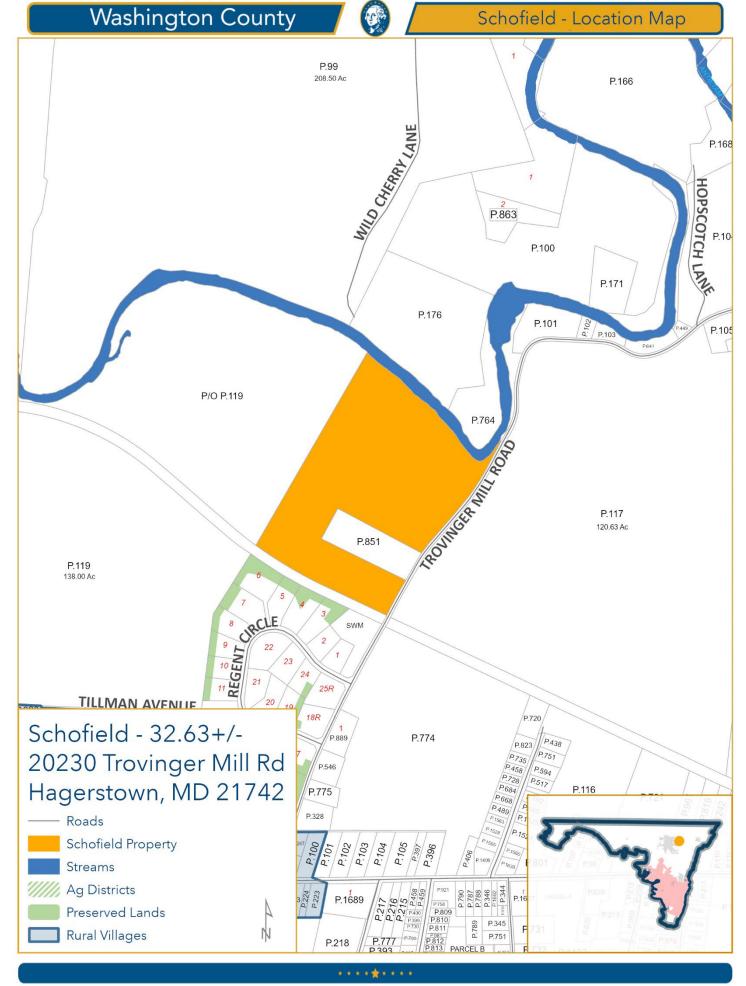
**ALTERNATIVES:** If Washington County rejects these State funds for CREP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Detail Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map







### ORDINANCE NO. ORD-2025-

# AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION EASEMENT UNDER THE MARYLAND CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP)

(Re: Schofield CREP Easement)

### **RECITALS**

- 1. The Maryland Conservation Reserve Enhancement Program ("CREP") is a federal-State natural resources conservation program that addresses state and nationally significant agricultural related environmental concerns related to agriculture.
- 2. CREP provides financial incentives to program participants to voluntarily remove cropland and marginal pastureland from agricultural production in order to improve, protect, and enhance water quality in the Chesapeake Bay watershed and implement best management practices including riparian buffers, grass plantings, forbs, shrubs and trees, stabilization of highly erodible soils, habitat restoration for plant and animal species, and restoration of wetlands.
- 3. Protection is provided through the acquisition of easements and fee estates from willing landowners currently holding a fifteen (15) year CREP contract and the supporting activities of CREP Sponsors and local governments.
- 4. For FY2025, the State of Maryland ("State") is awarding CREP grants to eligible Counties (the "CREP Funds").
- 5. Paula Z. Schofield (the "Property Owner") is the owner of real property consisting of 32.63 acres, more or less, (the "Property") in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.
- 6. On March 18, 2025, the County agreed to pay the approximate sum of SIXTY-THREE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS AND TWENTY-TWO CENTS (\$63,932.22), which is a portion of the CREP, to the Property Owner for a Deed of Conservation Easement on the Property (the "Schofield CREP Easement").
- 7. The Department of Natural Resources ("DNR") has requested a revision of the amount due to updated appraisal values for the new fiscal year.
- 8. Therefore, the County hereby agrees to pay the approximate sum of SIXTY-FOUR THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND THIRTY CENTS (\$64,934.30), which is a portion of the CREP, to the Property Owner for the Schofield CREP Easement.

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

ADOPTED this day of	f, 2025.
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
Dawn L. Marcus County Clerk	BY: John F. Barr, President
Approved as to legal sufficiency:	Mail to: Office of the County Attorney
Victor Scarpelli Assistant County Attorney	100 W. Washington Street, Suite 1101 Hagerstown, MD 21740

### EXHIBIT A--DESCRIPTION OF EASEMENT AREA

ALL that tract or parcel of land, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging on in anywise appertaining, situate along the West side of Trovinger Mill Road and along the North side of the right of way of the Western Maryland Railroad Company, in Election District No. 18, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a post standing in the North marginal line of the right of way of the Western Maryland Railroad Company at its intersection with the 9th line of the Deed from Charles R. Sanbower and Wife to Samuel A. Mayes dated March 27, 1942, among the Land Records of Washington County, Maryland, and running thence with the remainder of said line North 31 degrees 30 minutes East 1500 feet, more or less, to a post near the South margin of the Antietam Creek at the end of said line; thence continuing with the lines of said Deed North 45 degrees West 383 feet into the center of said Creek; thence up said Creek South 65 degrees East 200 feet to a point; thence South 42 degrees 30 minutes East 315.0 feet to a point; thence South 52 degrees East 500 feet to a point; thence South 41 degrees 15 minutes East 415 feet to a point; thence leaving the Creek and running South 6 degrees West 50 feet to a point; thence East 85 feet into the center of the Trovinger Mill Road; thence along said road South 32 degrees 15 minutes West 230 feet to a point; thence South 38 degrees 30 minutes West 619 feet to a point; thence South 28 degrees 30 minutes West 484 feet, more or less, to the North margin of the right of way of the Western Maryland Railroad Company; thence leaving the road and running along the said railroad right of way North 65 degrees 15 minutes West 505 feet, more or less, to a point; thence by a curve to the right having a radius of 2831.93 feet, more or less, for a distance of 550 feet, more or less, to the point of beginning; containing 36.6 acres of land, more or less, and being the remaining portion of the Samuel A. Mayes farm lying North of said railroad and West of the Trovinger Mill.

SAVING AND EXCEPTING THEREFROM all that lot or parcel of land situate on the Northwest side of Trovinger Mill Road, in Election District No. 18, Washington County, Maryland, and being more particularly described in accordance with a subdivision by Associated Engineering Sciences, Inc., as follows:

BEGINNING at a railroad spike set in the center of Trovinger Mill Road, said spike being North 26 degrees 57 minutes 39 seconds East 317.74 feet from the center of the Western Maryland Railroad tracks with lines of division made and along the lands of Charles R. Mayes (Liber 525, Folio 522) North 64 degrees 42 minutes 13 seconds West 672.37 feet to an iron pin set; thence along a fence North 25 degrees 01 minute 05 seconds East 215.77 feet to an iron pin set; thence along a fence South 64 degrees 42 minutes 13 seconds East 683.89 feet to a railroad spike set in the center of said road; thence along the center of said Road South 28 degrees 30 minutes 00 seconds West 216.11 feet to the point of beginning; containing 3.36 acres of land, more or less. Said parcel of land being further shown and described as Lot No. 1 on the Plat Subdivision for Charles R. Mayes attached to and made a part of the Deed from Charles R. Mayes and Mabel C. Mayes, his wife, to Charles R. Mayes, Jr., and Glenda F. Mayes, his wife, dated July 11, 1986, and recorded in Liber 822, Folio 765 among the aforesaid Land Records.

THE street address of the herein described property is currently known and designated as 20230 Trovinger Mill Road, Hagerstown, Maryland, and is further identified as tax account no. 18-013223.

BEING all of the same property which was conveyed from Charles R. Mayes and Mabel C. Mayes, his wife, to Charles R. Mayes, Jr., and Glenda F. Mayes, his wife, by Deed with attached Plat dated July 11, 1986, and recorded in Liber 822, Folio 765 among the Land Records of Washington County, Maryland. Michael J. Koll died on February 10, 2011; title thereafter vested in Paula Z. Schofield as surviving tenant by the entirety.

# Open Session Item

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

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

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

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

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

### **FISCAL IMPACT:**

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

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Hazmat Fee Schedule

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



# WASHINGTON COUNTY HAZMAT COST RECOVERY FEE SCHEDULE

### **RESPONSE FEE:**

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

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

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

Level II \$500 Level II \$750 Level III \$2,000

### **RESPONSE PERSONNEL:**

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

### **RESPONSE VEHICLE:**

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

# **MATERIALS/EQUIPMENT USED/DAMAGED:**

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

# Open Session Item

**SUBJECT:** FY25 Budget Adjustment

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

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

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

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

FISCAL IMPACT: \$506,324

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

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Budget Adjustment Form

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



# Washington County, Maryland

Budget Adjustment Form

Are ext	ternal signatures needed?				
○ Yes	<ul><li>No</li></ul>				
(2)		Fiscal Year*	2025		
(?)	Budget Amendment	BOCC Approval Date (if known)	07/15/2025		
	Budget Transfer	Preparer, if applicable	Ketcee Mace	×	signed by Mace, Kelcee G. 7/2/2025, 8:50:02 AM
Departmen	t Head Authorization	Sign			
Division Di	rector / Elected Official Authoriz	<b>ation</b> Sign			
Click here	to reorder rows				

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

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

# Add another row

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

**Attach Additional Items** 

Submit

Save as Draft

# Open Session Item

**SUBJECT:** FY26 Operating Budget Adjustment

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

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

**REPORT-IN-BRIEF:** Staff is requesting approval of a budget adjustment to fund website

maintenance services.

**DISCUSSION:** The continued performance, security, and scalability of the County's WordPress-based web services are critical to maintaining public communication, digital service delivery, and internal operational workflows. To ensure the system's reliability and responsiveness to evolving needs, it is recommended that a qualified contractor be engaged to support the WordPress server infrastructure. Staff is requesting the transfer of \$49,200 from funds set aside for Time to Care Act premiums that will not be required in FY26 to the Information Technology department to fund the addition of these services.

FISCAL IMPACT: \$49,200

**CONCURRENCES:** Joshua O'Neal, Chief Technical Officer

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Budget Adjustment Form

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



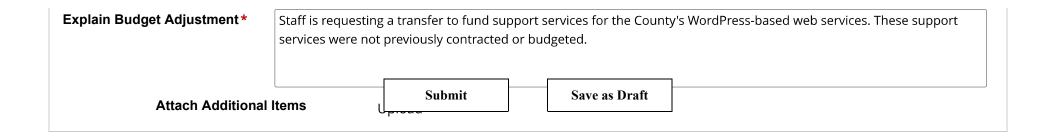
# **Washington County, Maryland**

**Budget Adjustment Form** 

1776	Budget Adjustifierit i Offit			
Are ex	cternal signatures needed?			
○ Yes	s   No			
(?)	<ul><li>Budget Amendment</li><li>Budget Transfer</li></ul>	Fiscal Year*  BOCC Approval Date (if known)  Preparer, if applicable	2026 07/29/2025  Kelcee Mace	signed by Mace, Kelcee G. 7/15/2025, 10:45:28 AM
Departme	nt Head Authorization	Sign		
Division D	rirector / Elected Official Authoriz	<b>zation</b> Sign		
Click here	to reorder rows			

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
515000	10	11000				IT - Contracted/Purchased Services	49,200
500145	10	11200			_	General Operations - Time to Care	-49,200

Add another row



# Open Session Item

**SUBJECT:** FY26 Operating Budget Adjustment

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

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

**REPORT-IN-BRIEF:** Staff is requesting approval of a budget adjustment to fund the approved upgrade of position 1789.

**DISCUSSION:** On June 10, 2025, the BOCC approved the upgrade of position 1789 from a Help Desk Analyst I at grade 8 to a Cloud Virtualization Support Engineer at a grade 16. Staff is requesting the transfer of \$67,530 from funds set aside for Time to Care Act premiums that will not be required in FY26 to the Information Technology department to fund the upgrade.

FISCAL IMPACT: \$67,530

**CONCURRENCES:** Michelle Gordon, County Administrator

**ALTERNATIVES: N/A** 

**ATTACHMENTS:** Budget Adjustment Form

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



# **Washington County, Maryland**

	1776	Budget Adji	ustment Form							
	Are ex	ternal signatur	es needed?							
	○ Yes	● No								
	(2)			Fiscal \	∕ear*		2026			
	<ul><li>Budget Amendment</li><li>Budget Transfer</li></ul>		восс	BOCC Approval Date (if known)						
			Prepare	er, if applica	able	Sign				
	Departmei	nt Head Author	ization		S	Sign				
	Division D	irector / Electe	d Official Authoriz	zation		Ketcee M	Yace ×	· ·	y Mace, Kelcee G. 25, 10:10:51 AM	
	Click here	to reorder rows								
	Expendi	ture / Fun	d Department	Project	Grant	Activity Code	Depart	tment and Account	Increase (Decrease)	

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-	
500000	10	11000			•	IT - Wages - Full Time	38,060	×
500100	10	11000				IT - FICA - Employer	2,910	×
500120	10	11000				IT - Health Insurance	17,000	×
500125	10	11000				IT - Other Insurance	260	×
500130	10	11000				IT - Pension	9,130	×

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-	
500140	10	11000				IT - Workers Compensation	170	×
500145	10	11200				General Operations - Time to Care	-67,530	×

# Add another row

Explain	Budge	t Adjustm	ent*
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On 6/10/2025 the BOCC approved the upgrade of position # 1789 from a grade 8 (step 3) to a grade 16 (step 5). Transfer of funds from Time to Care Act funds not needed in FY26 to the IT department to fund the position upgrade.

**Attach Additional Items** 

Submit

**Save as Draft** 



### **Open Session Item**

SUBJECT: Washington County Board of Social Services - Appointment

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Dawn Marcus, County Clerk

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

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

**DISCUSSION:** N/A

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

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

**ATTACHMENTS:** N/A



# **Open Session Item**

SUBJECT: Tri-County Council for Western Maryland - Appointment

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Dawn Marcus, County Clerk

RECOMMENDATION: Move to appoint Mayor Bill Green as a Washington County

Municipality representative on the Tri-County Council for Western Maryland.

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

**DISCUSSION:** N/A

FISCAL IMPACT: N/A

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

**ATTACHMENTS:** N/A



### Board of County Commissioners of Washington County, Maryland

# Agenda Report Form

# Open Session Item

SUBJECT: Washington County Historical Society, Commissioner Contingency Funding Request

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: Michelle Gordon, County Administrator

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

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

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

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

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

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

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** None



## Board of County Commissioners of Washington County, Maryland

# Agenda Report Form

SUBJECT: Statement Regarding Open Meetings Compliance Board Decisions issued July 17, 2025

PRESENTATION DATE: July 29, 2025

PRESENTATION BY: John Barr, President Board of County Commissioners

**RECOMMENDED MOTION: None** 

REPORT-IN-BRIEF: Acknowledgement and announcement of Open Meetings Compliance Board ("OMCB") Decision.

**DISCUSSION:** In accordance with Section 3-211 of the General Provisions Article of the Maryland Code, at the next open meeting of the BOCC after the OMCB has issued its option, a member of the public body shall announce the violation and verbally summarize the opinion.

FISCAL IMPACT: N/A

**CONCURRENCES:** N/A

**ALTERNATIVES: N/A.** 

**ATTACHMENTS: N/A** 

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



# Open Session Item

**SUBJECT:** Sideling Hill Sign Project

PRESENTATION DATE: Tuesday, July 29, 2025

PRESENTATION BY: Andrew Eshleman, Director, Public Works and Danielle Weaver, Director,

**Public Relations and Marketing** 

**RECOMMENDED MOTION: N/A** 

**REPORT-IN-BRIEF:** Yesterday, we were proud to host a ribbon cutting for the new Sideling Hill Park sign—an inspiring example of community partnership and student talent in action.

This project was a collaboration between Washington County Parks and Recreation and Boonsboro High School's Carpentry and Architectural Design Program. Led by teacher Mr. Young, the project featured the incredible work of sophomore Aiden Gregg, who designed and fabricated the sign using his skills in digital design and CNC programming.

The video you are about to see was created by the Washington County Public Relations and Marketing Department. It highlights Aiden's journey, his dedication to learning, and the impact of providing students with real-world opportunities to shine. This project is a testament to the value of investing in our youth, supporting career and technical education, and showcasing the talent we have right here in Washington County.

**DISCUSSION**: Video Presentation

FISCAL IMPACT: N/A

**CONCURRENCES:** N/A

ATTACHMENTS: Sideling Hill Sign Project.mp4