



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

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## **BOARD OF COUNTY COMMISSIONERS**

**October 15, 2024**

### **OPEN SESSION AGENDA**

- |          |   |
|----------|---|
| 9:00 AM  | INVOCATION AND PLEDGE OF ALLEGIANCE<br>CALL TO ORDER, <i>President John F. Barr</i>   |
| 9:05 AM  | COMMISSIONERS' REPORTS AND COMMENTS   |
| 9:15 AM  | STAFF COMMENTS  |
| 9:20 AM  | CITIZEN PARTICIPATION   |
| 9:30 AM  | PRESENTATION BY GATEKEEPERS OF MARYLAND<br><i>Bill Gaertner and Keith Roys, Gatekeepers of Maryland</i>   |
| 9:45 AM  | PUBLIC HEARING – APPLICATION FOR ZONING MAP AMENDMENT RZ-24-002<br><i>Travis Allen, Senior Planner, Planning and Zoning</i>   |
| 10:05 AM | PUBLIC HEARING – APPLICATION FOR ZONING TEXT AMENDMENT RZ-24-003<br><i>Jill Baker, Director, Planning and Zoning; Kyla Shingleton, Comprehensive Planner, Planning and Zoning</i>                             |
| 10:35 AM | MERITUS HEALTH – COMMUNITY HEALTH INITIATIVES<br><i>Dr. Maulik Joshi, President and CEO of Meritus Health; Beth Fields Dowdell, Director, Community Health and Outpatient Care Management, Meritus Health</i> |
| 10:45 AM | HCC DENTAL HYGIENE PROGRAM – RECOGNIZING DENTAL HYGIENE MONTH<br><i>Dr. James Klauber, Hagerstown Community College</i>   |
| 10:55 AM | COMMUNITY ORGANIZATION FUNDING – AVAILABLE FUNDING AND SERVICE PRIORITY AREA ALLOCATIONS<br><i>Kelcee Mace, Chief Financial Officer</i>   |
| 11:05 AM | RECESS  |
| 11:25 AM | FY 2025 PROGRAM OPEN SPACE ANNUAL PROGRAM REVISION<br><i>Andrew Eshleman, Director, Public Works</i>  |

- 11:35 AM      SIDELING HILL OVERLOOK PARK BUDGET ADJUSTMENT  
*Andrew Eshleman, Director, Public Works*
- 11:45 AM      ADMINISTRATIVE OFFICE OF THE COURTS SECURITY FUNDING –  
APPROVAL TO ACCEPT MOU MODIFICATION OF ADDITIONAL GRANT  
AWARD  
*Kristin Grossnickle, Court Administrator, Circuit Court for Washington County;  
Richard Lesh, Grant Manager, Grant Management*
- 11:50 AM      REJECTION OF REQUEST FOR PROPOSAL (PUR-1693) EVENT PLANNING  
CONSULTANT/AGENCY  
*Rick Curry, Director, Purchasing*
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0159) TWO  
(2) MACK CHASSIS/CAB DUMP TRUCKS  
*Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highways  
Department*
- 12:00 PM      POLICE RECRUITMENT AND RETENTION GRANT – APPROVAL TO ACCEPT  
AWARDED FUNDING  
*Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office;  
Richard Lesh, Grant Manager, Grant Management*
- 12:05 PM      PROPERTY ACQUISITION AT KENDING LANE  
*Todd Moser, Real Property, Administrator, Engineering; Dave Mason, Deputy  
Director, Solid Waste*
- 12:10 PM      SANDY HOOK WATER SUPPLY AGREEMENT  
*Mark Bradshaw, Director, Environmental Management*
- JOINT SEWER SERVICE AGREEMENT (JSSA) AMENDMENT #2  
*Mark Bradshaw, Director, Environmental Management*
- 12:20 PM      PR 24, HIRING PRACTICES  
*Chip Rose, Director, Human Resources*
- 12:25 PM      POTENTIAL LEGISLATIVE ITEMS  
*Zachary Kieffer, County Attorney*
- 12:35 PM      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 individual. (1) These topics include the discussion  
of confidential personnel matters.*
- *Discussion of hiring for position in Information Technology department.*

- *Discuss appointments to County volunteer boards (Animal Control Board, Building Code Board of Appeals, County Mental Health Authority, Inc., Diversity and Inclusion Committee)*
- *Discussion of HR personnel matter and policy that affects certain individuals.*
- *Personnel discussion with HR Director.*
- *To consider the acquisition of real property for a public purpose and matters directly related thereto. Discussion in open session would prejudice County position in ongoing negotiations.*
  - *Discussion of possible new school location.*
- *To consider a matter that concerns the proposal for a business to locate, expand, or remain in the State (4). Open session discussion would dissuade company from sharing proprietary information or otherwise looking elsewhere to locate.*
  - *Discussion pertains to proprietary plans and development of the business to remain in Washington County.*
  - *Discussion pertaining to funding support for businesses looking to locate or expand in the County.*
  - *Discussion pertaining to proposed incentives for business to remain in the County.)*

3:00 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Presentation by Gatekeepers of Maryland

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Bill Gaertner and Keith Roys, Gatekeepers of Maryland

**RECOMMENDED MOTION:** None. For Informational Purposes Only

**REPORT-IN-BRIEF:** Presentation to the Board of County Commissioners regarding the Gatekeepers, the struggles experienced by inmates released in Washington County, Maryland and the services they provide to those inmates.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** Video – First Days of Freedom





## Agenda Report Form

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### Open Session Item

**SUBJECT:** PUBLIC HEARING - Application for Zoning Map Amendment RZ-24-002

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Travis Allen, Senior Planner, Department of Planning and Zoning

**RECOMMENDED MOTION:** The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners have the option to reach a consensus to either approve or deny the request after the public hearing closes or deliberate on the issue at a later date.

**REPORT-IN-BRIEF:** Application is being made to apply the Rural Business floating zone over a 6.82-acre portion of a property through a rezoning map amendment.

**DISCUSSION:** The applicants John and Lisa Halteman seek a map amendment for a property at 12635 Flying Duck Lane on National Pike east of Clear Spring. The applicant wishes to establish several small-scale agricultural related trades or services in existing farm buildings, most of which would not be permitted by right under the current zoning designation.

The factors to be considered in a request for the creation of a new RB zoning district are listed in Article 5E of the Washington County Zoning Ordinance. RB districts must designate a specific type of land use (or uses) they wish to pursue at the location in their application materials and demonstrate that the proposed use will be compatible with the existing neighborhood which surrounds it. The purpose of the RB zoning district is to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County.

This item was presented to the Washington County Planning Commission at a Public Information Meeting held during their regular meeting on September 9, 2024. At the same meeting, members unanimously recommended in favor of the proposed map amendment,

Thus far, no official public comments in for or against the proposal were received during the Public Information Meeting or throughout the comment period.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Washington County Planning Commission

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Application, staff report, Planning Commission recommendation, approved Planning Commission minutes and written public comments

**AUDIO/VISUAL NEEDS:** none



DEPARTMENT OF PLANNING & ZONING  
PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

September 13, 2024

RZ-24-002

APPLICATION FOR MAP AMENDMENT  
PLANNING COMMISSION RECOMMENDATION

Property Owner(s)	:	John and Lisa Halteman
Applicant(s)	:	John Halteman
Location	:	12635 Flying Duck Lane
Election District :		#23 - Wilson
Comprehensive Plan		
Designation	:	Agriculture
Zoning Map	:	35
Parcel(s)	:	58
Acreage	:	50.28 acres (6.82 ac. within RB overlay)
Existing Zoning	:	A(R) – Agricultural Rural
Requested Zoning	:	A(R) – Agricultural Rural with RB – Rural Business overlay
Date of Meeting :		September 9, 2024

**RECOMMENDATION**

The Washington County Planning Commission held a rezoning public input meeting on September 9, 2024 for the purpose of considering a map amendment for 6.82 acres of land located at 12635 Flying Duck Lane. The applicant is requesting the application of the Rural Business floating zone on his property to comprehensively bring the various active or proposed businesses operating on this parcel into legal conformance with zoning regulations.

The Planning Commission considered the application and supporting documents, oral testimony from the applicant and his consultant, and the Staff Report and Analysis. The Planning Commission then took action to recommend, to the Board of County Commissioners, approval of the map amendment (RZ-24-002).

Copies of the application packet, Staff Report and Analysis, and minutes of the September 9, 2024 public rezoning input meeting are attached.

Respectfully submitted,

Jill L. Baker, AICP,  
Director, Washington County Dept. of  
Planning & Zoning

JLB/TMA/dse

Attachments

cc: Zachary Kieffer  
Frederick, Seibert & Associates





FOR PLANNING COMMISSION USE ONLY  
Rezoning No. \_\_\_\_\_  
Date Filed: \_\_\_\_\_

WASHINGTON COUNTY PLANNING COMMISSION ZONING  
ORDINANCE MAP AMENDMENT APPLICATION

JOHN HALTEMAN

Applicant

☒ Property Owner    ☐ Contract Purchaser  
☐ Attorney    ☐ Consultant  
☐ Other: \_\_\_\_\_

12635 FLYING DUCK LN, CLEAR SPRING MD 21722  
Address

ED SCHREIBER

FSA Primary Contact

301-791-3650

Phone Number

128 S. POTOMAC ST, HAGERSTOWN MD 21740  
Address

ESCHREIBER@FSA-INC.COM  
E-mail Address

Property Location: 12635 FLYING DUCK LANE, CLEAR SPRING, MD 21722

Tax Map: 35 Grid: 8 Parcel No.: 58 Acreage: 50.28

Tax Account ID: 23003414

Current Zoning: A(R) Requested Zoning: RB OVERLAY

Reason for the Request:    ☐ Change in the character of the neighborhood  
   ☐ Mistake in original zoning

☒ FLOATING ZONE

**PLEASE NOTE: A Justification Statement is required for either reason.**

[Signature]

Applicant's Signature

Subscribed and sworn before me this 20 day of May, 2024

My commission expires on 9/15/2024

Nikki S. Eichelberger

Notary Public



FOR PLANNING COMMISSION USE ONLY

- ☒ Application Form
- ☒ Fee Worksheet
- ☒ Application Fee
- ☒ Ownership Verification
- ☒ Boundary Plat (Including Metes & Bounds)

- ☒ Names and Addresses of all Adjoining & Confronting Property Owners
- ☒ Vicinity Map
- ☒ Justification Statement
- ☒ 30 copies of complete Application Package





WASHINGTON COUNTY DEPARTMENT OF  
PLANNING & ZONING FEE WORKSHEET

FOR PLANNING COMMISSION USE ONLY

Rezoning No. \_\_\_\_\_

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

PLEASE COMPLETE ONLY THE  
SECTION THAT APPLIES.

Applicant's Name: John Halteman Date: July 2, 2024

**Zoning Ordinance Map Amendment** ..... \$ 2,000.00  
Number of Acres \* 6.82 x \$20.00 [1 acre minimum]  
per acre ..... \$ 136.40  
  
Engineering Review Fee ..... \$ 150.00  
  
Technology Fee ..... \$ 15.00  
  
**TOTAL FEES DUE – MAP AMENDMENT** ..... \$ 2,301.40

\*Minimum charge of \$20.00 [if less than one acre]

**Text Amendment** ..... \$ 2,000.00  
Choose One: ☐ Adequate Public Facilities Ordinance  
☐ Forest Conservation Ordinance  
☐ Solid Waste Plan  
☐ Subdivision Ordinance  
☐ Zoning Ordinance  
☐ Other: \_\_\_\_\_  
  
Technology Fee ..... \$ 15.00  
  
**TOTAL FEES DUE – TEXT AMENDMENT** ..... \$ 2,015.00

**Water and Sewer Plan Amendment** ..... \$ 2,000.00  
Technology Fee ..... \$ 15.00  
  
**TOTAL FEES DUE – WATER AND SEWER PLAN AMENDMENT** .... \$ 2,015.00

**Forest Conservation Exemption** ..... \$ 25.00  
Technology Fee ..... \$ 15.00  
  
**TOTAL FEES DUE – FOREST EXEMPTION** .... \$ 40.00

Please make checks payable to "Washington County Treasurer".

Real Property Data Search ( )  
Search Result for WASHINGTON COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

**Special Tax Recapture: AGRICULTURAL TRANSFER TAX**

Account Identifier: District - 23 Account Number - 003414

**Owner Information**

Owner Name: HALTEMAN JOHN &  
HALTEMAN LISA Use: AGRICULTURAL  
Principal Residence: YES  
Mailing Address: 12635 FLYING DUCK LN Deed Reference: /03800/ 00346  
CLEAR SPRING MD 21722-1727

**Location & Structure Information**

Premises Address: 12635 FLYING DUCK LN Legal Description: LOT 1 50.28 ACRES  
CLEAR SPRING 21722-0000 12635 & 12640 FLYING DUCK LANE  
N/S US RT 40

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0035	0008	0058	23010027.22	0000			1	2024	9728
									Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1900	5,393 SF		50.2800 AC	

Stories	Basement	Type	Exterior Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	SIDING/ 4	4 full		

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2024	07/01/2023	07/01/2024
Land:	128,100	148,100		
Improvements	411,700	635,500		
Total:	539,800	783,600	539,800	621,067
Preferential Land:	18,100	18,100		

**Transfer Information**

Seller: HALTEMAN STANLEY H	Date: 12/29/2009	Price: \$326,700
Type: ARMS LENGTH IMPROVED	Deed1: /03800/ 00346	Deed2:
Seller: HALTEMAN GERALD H &	Date: 06/21/2005	Price: \$702,500
Type: NON-ARMS LENGTH OTHER	Deed1: /02693/ 00127	Deed2:
Seller: HALTEMAN STANLEY H ET AL	Date: 06/21/2005	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02693/ 00122	Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

**Special Tax Recapture: AGRICULTURAL TRANSFER TAX**

**Homestead Application Information**

Homestead Application Status: Approved 09/21/2010

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application Date:

*Quaterly Review* 1/1



3800 0346

CLERK OF CIRCUIT COURT  
WASHINGTON COUNTY

D E E D

THIS DEED, Made this 29 day of December, 2009, by  
STANLEY H. HALTEMAN, (hereinafter "Grantor").

WITNESSETH: That for the Monetary Consideration of  
THREE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS AND ZERO  
CENTS (\$326,700.00) and other good and valuable consideration,  
the receipt and sufficiency of which are hereby acknowledged,  
the said Grantor, does hereby grant and convey unto JOHN  
HALTEMAN and LISA HALTEMAN, his wife, their heirs, personal  
representatives and assigns, all that lot or parcel of land,  
together with the improvements thereon situate in Election  
District No. 23 in Washington County, Maryland, containing 50.28  
acres of land, more or less, and being graphically depicted as  
"Lot 1" on a subdivision plat entitled "Preliminary/Final Plat  
of Subdivision Parcel A for John Halteman situated along the  
North side of National Pike (U.S. Route 40) Washington County,  
Maryland," which subdivision plat is recorded among the plat  
records of Washington County, Maryland at Plat Folio 9728, et  
seq.


Being a part of the same parcel of land which by deed dated  
June 21, 2005, and recorded among the land records of Washington  
County, Maryland at Liber 2693, folio 127, was granted and  
conveyed from Gerald H. Halteman to Stanley H. Halteman.

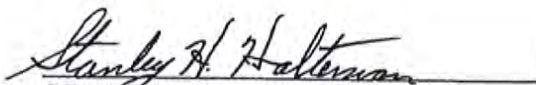
The above described property is hereby conveyed subject to  
any and all applicable conditions, restrictions, covenants,  
limitations, rights of way, streets, alleys, reservations,  
easements, and appurtenances of record.

And the said Grantor does hereby covenant that he will  
warrant specially the property hereby conveyed, except as to the  
aforesaid conditions and restrictions, and that he will execute  
such other and further assurances thereof as may be requisite.

WITNESS my hand and seal the day and year first above  
written.

WITNESS:



 (SEAL)  
STANLEY H. HALTEMAN

*Notarized by Notary Public*

CLERK OF CIRCUIT COURT  
WASHINGTON COUNTY

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 29 day of December, 2009, before me a Notary Public in and for the State and County aforesaid, personally appeared STANLEY H. HALTEMAN personally known to me or proven to be the person whose name is subscribed to the foregoing Deed and who did acknowledge in due form of law that the foregoing Deed was his true and valid act, and he further acknowledges that he is a resident of the State of Maryland.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: 5/23/13

Notary Public

James D. Johnson, Jr.  
Notary Public  
Washington County  
Maryland

AFFIDAVIT

The undersigned each state under oath and penalties of perjury that the following is true to the best of their knowledge, information and belief.

1. The undersigned are Grantees of real property located and known as Lot 1, North Side National Pike, Clear Spring, Maryland and being part of a parcel with a Tax I.D. No. 23-003414, Washington County, Maryland.

2. The undersigned are first-time Maryland home buyers (defined as an individual who has never owned in the State residential real property that has been the individual's principal place of residence) who will occupy the property as her principal residence.

Lisa Halteman  
LISA HALTEMAN

John Halteman  
JOHN HALTEMAN

The above oath or affirmation was given under the penalties of perjury before me, a Notary Public in and for the State of Maryland, County, of Washington, this 29 day of December, 2009.

My Comm. Exp. 5/23/13

Notary Public

James D. Johnson, Jr.  
Notary Public  
Washington County  
Maryland

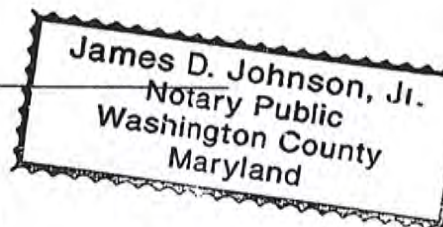


CLERK OF CIRCUIT COURT  
WASHINGTON COUNTYAFFIDAVIT CONCERNING  
RECORDATION TAXES

The undersigned JOHN HALTEMAN and LISA HALTEMAN, hereby declare and affirm under the penalties of perjury as follows. They intend to use Lot 1, North Side of National Pike, Clear Spring, Washington County, Maryland, as their principal residence by actually occupying the residence for at least seven (7) months of a twelve (12) month period. They further state that under the Contract of Sale by which they are buying the within property, they are legally obligated and will pay all recordation taxes, if any, imposed by Title 12, Tax Property Article, Annotated Code of Maryland.

Lisa Halteman  
LISA HALTEMAN

John Halteman  
JOHN HALTEMAN



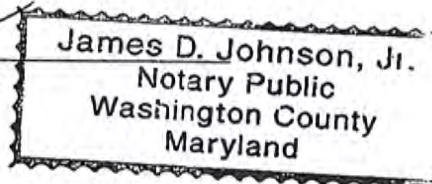
STATE OF MARYLAND, COUNTY OF WASHINGTON , to wit:

I hereby certify, that on this the 29 day of December, 2009 before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LISA HALTEMAN and JOHN HALTEMAN, known to me, or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the Affidavit Concerning Recordation Taxes as their voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and Official Notarial Seal.

My Comm. Expires: 5/23/13

James D. Johnson, Jr.  
Notary Public



STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 29 day of December, 2009, before me a Notary Public in and for the State and County aforesaid, personally appeared John Halteman and Lisa Halteman, personally known to me or proven to be the persons whose names are subscribed to the foregoing Deed and who did acknowledge in



3800 0349

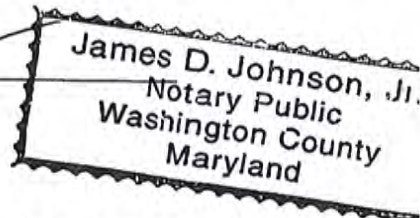
CLERK OF CIRCUIT COURT  
WASHINGTON COUNTY

due form of law that the foregoing affidavit was their true and valid act.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: 5/23/13

Notary Public



This is to certify that the within instrument was prepared by or under the supervision of the undersigned an attorney duly admitted to practice before the Court of Appeals of Maryland.

James D. Johnson, Jr.

MAIL TO:  
James D. Johnson, Jr., Esquire  
Post Office Box 529  
Hagerstown, MD 21741-0529

IMP FD SURE 2	20.00
RECORDING FEE	20.00
RECORDATION 1	965.20
TR TAX STATE	816.75
TOTAL	1,821.95
Rest NAB1	Rcpt # 74509
DJW SR	Blk # 1205
Dec 29, 2009	12:07 PM

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Washington County

By R Dub 12.29.09  
Date

TODD L. HERSHEY, TREASURER  
TAXES PAID December 29, 2009  
*RJB*

AGRICULTURE TAX \$ No Ag Tax Due  
ACREAGE 184.9.2  
CLERK R Dub 12.29.09

20-00  
20-00  
965.20  
816.75  
1821.95



3800 0350

No Ag Tax Due  
12.29.09

CLERK OF CIRCUIT COURT  
State of Maryland, Land Instrument Intake Sheet  
☐ Baltimore City ☒ County: Washington  
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																																																																																																																																											
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4	Consideration and Tax Calculations	<table border="1"> <thead> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> <tr> <th colspan="2"></th> <th colspan="2">Transfer and Recordation Tax Consideration</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ 326,700.00</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$ 326,700.00</td> <td>X ( ) % =</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>Less Exemption Amount -</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax =</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Full Cash Value:</td> <td>\$</td> <td>X ( ) per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>		Consideration Amount		Finance Office Use Only				Transfer and Recordation Tax Consideration		Purchase Price/Consideration	\$ 326,700.00	Transfer Tax Consideration	\$	Any New Mortgage	\$ 326,700.00	X ( ) % =	\$	Balance of Existing Mortgage	\$	Less Exemption Amount -	\$	Other:	\$	Total Transfer Tax =	\$	Other:	\$	Recordation Tax Consideration	\$	Full Cash Value:	\$	X ( ) per \$500 =	\$			TOTAL DUE	\$																																																																																																																																						
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July 8, 2024

Description of lands for the business overlay zone for John Halteman

Beginning at a point at the end of the N 83°50'40" W 374.24 feet line of the remaining lands of Halteman as shown on a Preliminary / Final Plat of Subdivision for Lot 1 and Parcel A for John Halteman and recorded at Plat folio 9728, thence running in a clockwise direction and with bearings and distances to define the limits of the rural business overlay zone, N 82°29'51" W 16.34 feet to a point, thence N 20°53'49" W 143.26 feet to a point, thence N 21°56'46" E 151.17 feet to a point, thence N 61°03'48" W 131.24 feet to a point, thence S 21°29'48" W 101.69 feet to a point, thence N 37°01'22" W 249.21 feet to a point, thence N 31°32'10" E 357.75 feet to a point, thence N 24°30'00" E 126.51 feet to a point, thence N 18°51'20" E 155.88 feet to a point, thence N 45°12'09" W 49.43 feet to a point, thence N 23°49'15" E 42.54 feet to a point, thence S 71°25'40" E 347.07 feet to a point, thence S 23°58'01" W 506.53 feet to a point, thence S 64°47'41" E 133.01 feet to a point, thence S 21°28'41" W 491.76 feet to a point, thence N 84°07'12" W 22.74 feet to the place of beginning;

Covering 6.82 acres of land more or less;

Said business overlay zoning laying within the boundary of the lands conveyed by Stanley H. Halteman to John Halteman and Lisa Halteman by deed dated December 29, 2009 and recorded at Deed Book 3800, page 346 among the Land Records of Washington County, Maryland.

FMF/vab.5687 business overlay desc



July 8, 2024

Mark A. Frederick - Surveyor

## **Zoning Ordinance Map Amendment**

12635 Flying Duck Lane, Clear Spring MD 21722

Applicant: John & Lisa Halteman

### **Adjoining Property Owners**

**Tax Account Number:** 23-009838

**Tax Map/Parcel:** 35/60

**Property Address:** 12614 Flying Duck Lane

**Owner(s):** Cropland LLC

**Mailing Address:** 12640 Flying Duck Lane, Clear Spring, MD 21722

**Tax Account Number:** 23-017482

**Tax Map/Parcel:** 35/438

**Property Address:** 14234 National Pike

**Owner(s):** St Pauls United Church of Christ c/o Mike Hull

**Mailing Address:** 13254 Gruber Road, Clear Spring, MD 21722

**Tax Account Number:** 23-010348

**Tax Map/Parcel:** 35/359

**Property Address:** 12620 Flying Duck Lane

**Owner(s):** Robert & Pamela Starliper

**Mailing Address:** 12620 Flying Duck Lane, Clear Spring, MD 21722

**Tax Account Number:** 23-017512

**Tax Map/Parcel:** 35/59

**Property Address:** National Pike

**Owner(s):** St Pauls Cemetery Co of Washington County

**Mailing Address:** PO Box 582, Clear Spring, MD 21722

**Tax Account Number:** 23-004038

**Tax Map/Parcel:** 35/410

**Property Address:** 12715 St Paul Road

**Owner(s):** Vincent John Jr & Tami Gesiskie

**Mailing Address:** 6 Glenhurst Ct, North Potomac, MD 20878

**Tax Account Number:** 23-003406

**Tax Map/Parcel:** 35/57

**Property Address:** National Pike

**Owner(s):** Cropland LLC

**Mailing Address:** 12640 Flying Duck Lane, Clear Spring, MD 21722

*Handwritten signature*

**Tax Account Number:** 23-0022680

**Tax Map/Parcel:** 35/550

**Property Address:** National Pike

**Owner(s):** Cropland LLC

**Mailing Address:** 12640 Flying Duck Lane, Clear Spring, MD 21722

**Tax Account Number:** 23-009900

**Tax Map/Parcel:** 35/61

**Property Address:** Flying Duck lane

**Owner(s):** Cropland LLC

**Mailing Address:** 12640 Flying Duck Lane, Clear Spring, MD 21722

**Tax Account Number:** 23-002124

**Tax Map/Parcel:** 35/229

**Property Address:** 14245 National Pike

**Owner(s):** Clear Spring Farm LLC

**Mailing Address:** 278 Hawthorn Ave, Glencoe, IL 60022-1707

**Tax Account Number:**

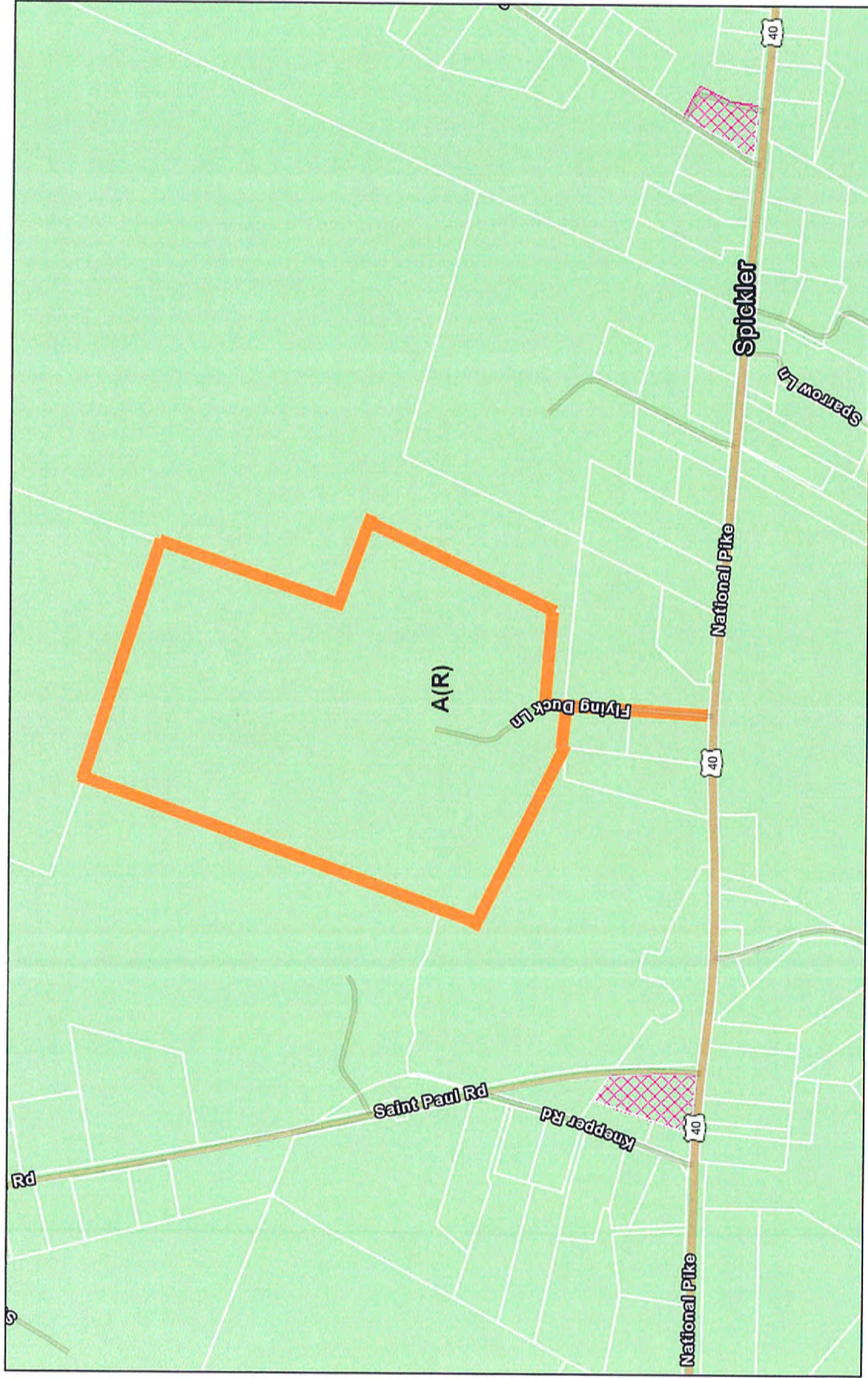
**Tax Map/Parcel:**

**Property Address:**

**Owner(s):**

**Mailing Address:**





5/24/2024, 8:10:30 AM

World Transportation      Parcels Washington County      Zoning Overlay      Rural Business

MD\_SixInchImagery      Zoning      Agricultural (Rural)

Vicinity Map  
WITH Zoning

1:9,028

July 2, 2024

Board of County Commissioners  
Planning Commission  
Washington County, Maryland  
100 West Washington St  
Hagerstown, MD 21740

RE: Zoning Map Amendment Application for 12635 Flying Duck Lane  
Request for Rural Business (RB) Overlay Zone

Honorable County Commissioners and Planning Commission:

On behalf of our client John & Lisa Halteman (Applicant), owners of the 50.28 acres located on the north side of US 40 west of Hagerstown, 12635 Flying Duck Lane, Clear Spring, 21722, Tax Map 35, Grid 8, Parcel 58, Tax ID# 23-003414, we offer the following justification statement in support of our request for application of the Rural Business District (RB) Overlay/Floating Zone to the property. The area associated with this rezoning request is 6.82 acres and is more specifically designated on the Preliminary Site Plan Rezoning Exhibit.

The property is currently zoned A(R) Agriculture (Rural) and is improved with two (2) dwellings, numerous Ag buildings and outbuildings with the farming complex existing since the late 1800's. Like many farms in Washington County, various Ag related uses evolved on the property over the years. While in the Halteman family, the primary use has been agriculture on the subject property and surrounding properties owned by the Applicant. Other businesses such as a wood planer shop, agricultural equipment rental, outdoor woodstove sales and produce sales have developed. Most recently sales of cemetery monuments has become a potential revenue source. The Applicant operates all of these businesses with three (3) employees who are not family members. Not all businesses are extremely busy throughout the year which allows the employees to work different facets of each business as needed. With the exception of produce sales all existing businesses are wholesale or customer by appointment. The produce store has a paved parking lot with handicapped accessible parking spaces. The Applicant would like to convert a portion of the produce store into a sales/display area for cemetery monuments. This business would serve the needs of the community and adjacent St Paul's Cemetery. The Applicant would continue operate these businesses with no additional employees in the foreseeable future.

Granting the request would allow the Applicant to continue to provide the goods and services to the agricultural community that they have over the years plus sales of cemetery monuments. There would be no adverse impacts on surrounding properties related to noise, traffic, dust or fumes that would not otherwise be typical in a rural/agricultural setting. As mentioned in the Purpose statement of the RB District, the existing uses would "support the agricultural industry and farming community along with serving the needs of the rural residential population".

Below in bold type are the relevant provisions from the Washington County Zoning Ordinance with responses following each provision:

## **ARTICLE 5E- "RB" RURAL BUSINESS DISTRICT**

### **Section 5E.4 Criteria**

**(b) The RB Floating Zone District may be newly established at a particular location if the following criteria are met.**

- 1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan.**

RESPONSE: The property is NOT within any designated growth area identified in the Washington County Comprehensive Plan.

- 2. The proposed RB District has safe and useable road access on a road that meets the standards under the "Policy for Determining Adequacy of Existing Roads." In addition a traffic study may be required where the proposed business, activity or facility generates 25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic;**

RESPONSE: The property has a safe and useable access onto US Route 40 otherwise known as National Pike. The County Comp plan designates this road as a Minor Arterial and is maintained by the MD SHA. Several of the businesses currently on the property use the existing access and combined peak hour trips will not exceed the reference policy document.

- 3. Onsite issues related to sewerage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and**

RESPONSE: The site is currently improved with several uses such as agriculture and associated buildings, rental of agricultural equipment, a wood planer shop and other small retail sales offices that are by appointment only. Some of the agricultural buildings have been there for over 100 years. More recent construction of pole buildings etc have gone through the permitting process, including Stormwater Management review. The uses are seasonal and there are only 3 employees for all of the operations. With the exception of the produce stand, customers are by appointment only. With limited use, the existing well and septic systems are in good condition. Floodplain does exist on the property however it is not near the uses.



- 4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.**

RESPONSE: As stated previously, several of the uses have been on the site for decades and have served the community well. Several of the uses serve the agricultural community as well as the general public. The proposed use of Monument Sales will complement the adjacent St. Paul's Cemetery. The uses are compatible with the surrounding uses and complement one another.

#### **Section 27.3 Factors to be considered in a request for a map amendment.**

**In order for an amendment, modification, repeal, or reclassification of such district as herein provided, the local legislative body shall make findings of fact in each specific case including , but not limited to, the following matters:**

- (a) The report and recommendation of the Planning Commission.**

RESPONSE: Acknowledged

- (b) Population change in the area of the proposed change.**

RESPONSE: According to census.gov, April 1, 2010 population in Washington County was 147,430 and estimate for July 1, 2022 was 155,590. An increase of 8,160 persons or 5.5%

- (c) Availability of public facilities in the area.**

RESPONSE: The property is served by US route 40 (National Pike) a MD SHA maintained road with private water & septic systems.

- (d) Present and future transportation patterns in the area.**

RESPONSE: As the National Pike is considered a Minor Arterial in the County Comp plan, in 2022 the MDSHA published a 3,360 ADT count just east of Clear Spring. The road has been designed and improved to accommodate more than 10,000 ADT. National Pike is used by local residents traveling east and west from Hancock to points east of Hagerstown.

- (e) Compatibility with existing and proposed development of the area including indication of neighboring sites identified by the Washington County Historic Sites Survey and subsequent revisions or updates.**

RESPONSE: The current uses are synonymous with agricultural and agricultural related activities. The property does contain historic resource WA-V-115 known as the Halteman Farm found on the Maryland Inventory of Historic Properties.

**(f) The relationship of the proposed change to the Adopted Plan for the County, Development Analysis Plan Map and Policies.**

RESPONSE: The uses would be consistent with the Adopted Plan maps and policies, as the RB Zoning District is specifically meant for rural areas of the County.

**(g) Whether there was a substantial change in the character of the neighborhood where the property is located.**

RESPONSE: Not Applicable, as the RB Zoning District is a floating overlay zone.

**(h) Whether there was a mistake in the existing zoning classification.**

RESPONSE: Not Applicable, as the RB Zoning District is a floating overlay zone.

For the aforementioned reasons, and supported by the accompanying application materials, the Applicant submits that the requested zoning meets the requirements and we request your approval of the application. The Applicant will provide additional information, submissions and testimony as may be required.

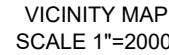
Respectfully,



Ed Schreiber

Frederick, Seibert & Associates





Lands of  
John Halteman and Lisa Halteman  
Liber 3800, folio 346  
Lot 1, Plat folio 9728

NOT SUBJECT TO REZONING

10. Farm Bank Barn
11. Dwelling
12. Dwelling
13. Moderate Volume Mineral Extraction  
(GP-20-009)  
(AP2020-015)

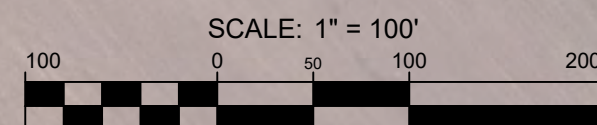
LINE	BEARING	DISTANCE
L3	N 82°29'51" W	16.34'
L4	N 45°12'09" W	49.43'
L5	N 23°49'15" E	42.54'
L6	N 84°07'12" W	22.74'

N/F  
COMPANY OF ST  
PAULS CEMETERY  
L.4429 F.360  
CEMETERY USE

N/F  
CROPLAND LLC  
L.7164 F.264  
RESIDENTIAL USE

N/F  
ST PAULS UNITED  
CHURCH  
L.634 F.675  
CHURCH USE

John and Lisa Haltermar  
12635 Flying Duck Lane  
Clear Spring MD 21722  
301-991-8452



fsa-inc.com

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**FSA**  
FREDERICK, SEIBERT & ASSOCIATES, INC.

[illegible]

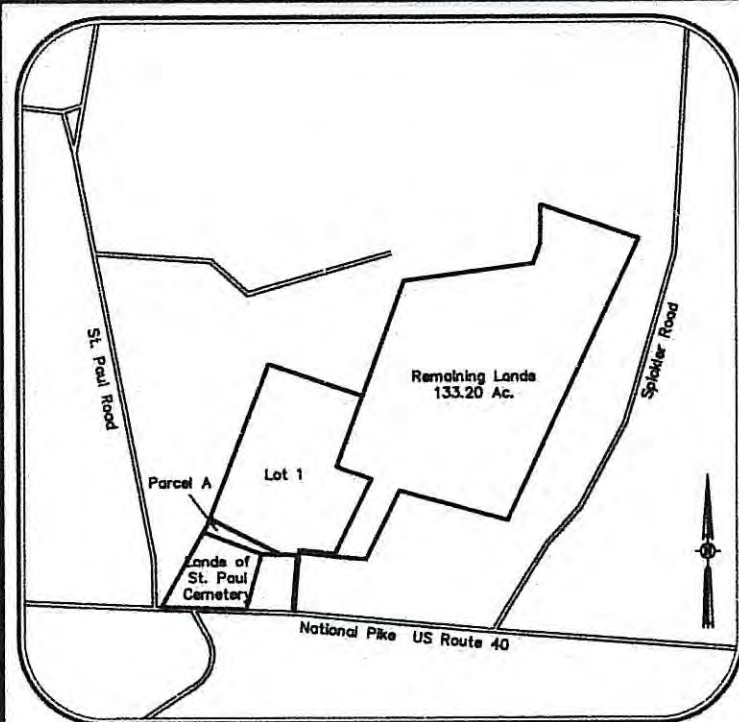
12635 FLYING DUCK LANE  
WASHINGTON COUNTY, MARYLAND  
CLEAR SPRING

PROJECT NO.	
5687	
DWN BY	DATE
CTF	06-20-2024
PROJECT MANAGER EJS	
EMAIL: EScheiber@fsa-inc.com	
PROPERTY INFORMATION	
35-8-58	23-003414
SCALE	
1" = 100'	
SHEET 111 F	

# PRELIMINARY SITE PLAN

**C-101**  
SHEET 01 OF 01

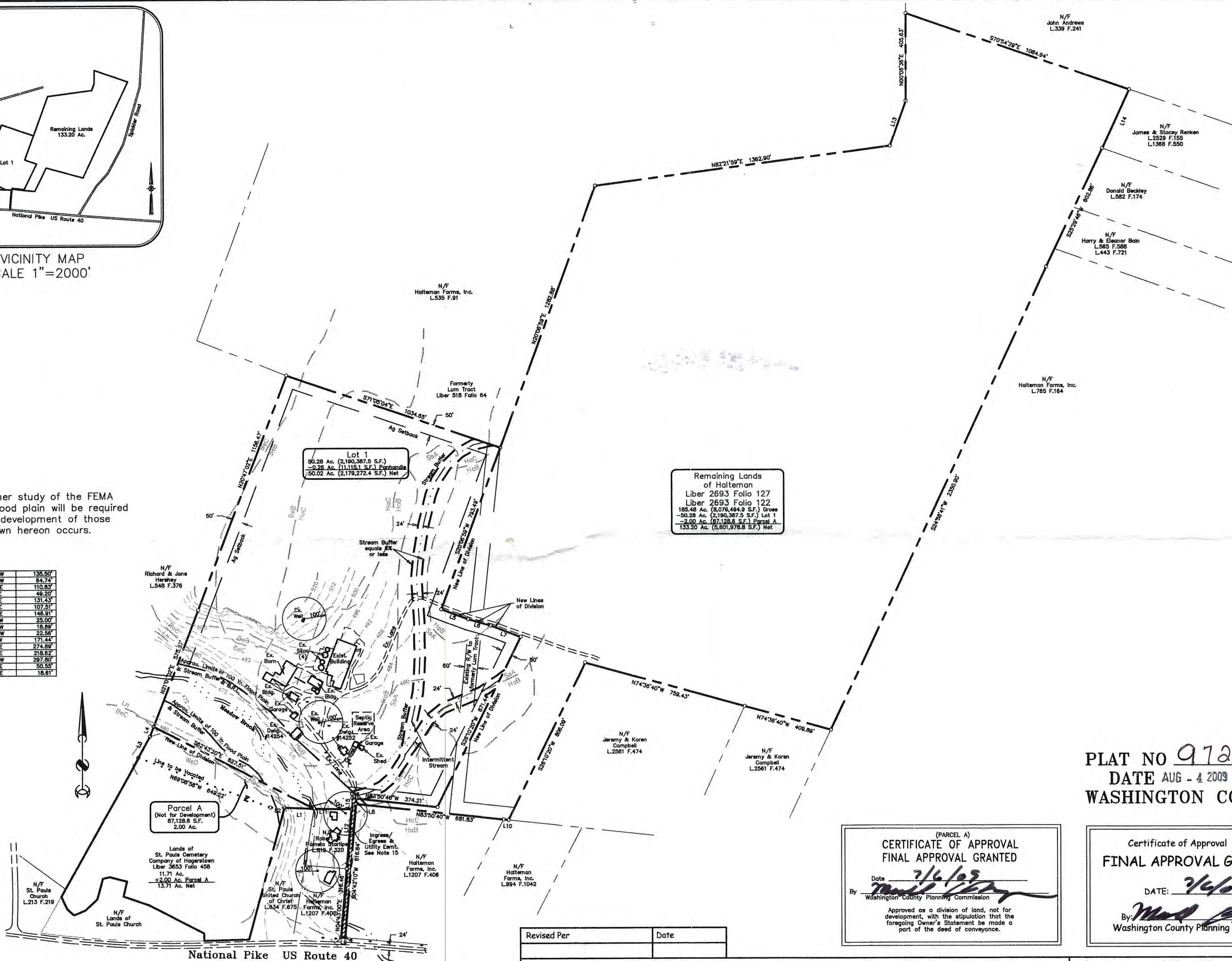




VICINITY MAP  
SCALE 1"=2000'

NOTE: Further study of the FEMA 100-year flood plain will be required before any development of those parcels shown hereon occurs.

L1	N88°09'32"W	135.50'
L2	N89°08'43"W	64.74'
L3	N29°00'02"E	110.83'
L4	N21°01'02"E	48.20'
L5	S69°20'18"E	131.43'
L6	S73°31'58"E	107.51'
L7	S89°07'40"E	148.91'
L8	S04°42'10"W	25.00'
L9	N84°37'41"W	18.99'
L10	N83°49'54"W	22.56'
L11	N89°14'11"W	171.44'
L12	N04°44'19"E	274.89'
L13	N19°36'59"E	218.82'
L14	S24°38'35"W	297.80'
L15	N04°44'19"E	50.55'
L16	S83°50'40"E	18.61'



PLAT NO 9728  
DATE AUG - 4 2009  
WASHINGTON COUNTY

(PARCEL A)  
CERTIFICATE OF APPROVAL  
FINAL APPROVAL GRANTED

Date 7/6/09  
By [Signature]  
Washington County Planning Commission  
Approved as a division of land, not for development, with the stipulation that the foregoing Owner's Statement be made a part of the deed of conveyance.

Certificate of Approval (LOT 1)  
FINAL APPROVAL GRANTED

DATE: 7/6/09  
By [Signature]  
Washington County Planning Commission

Revised Per	Date

TAX MAP 35-B-58 DISTRICT 23

DRAWING NUMBER 1 OF 2

DRAWN BY: JLA DATE: 2-9-09

CHECKED BY: DATE:  

SCALE: 1" = 300'

FREDERICK  
SEIBERT &  
ASSOCIATES, INC. ©2009

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS  
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740  
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225  
(301) 791-3650 (301) 416-7478 (717) 597-1007 FAX (301) 739-4956

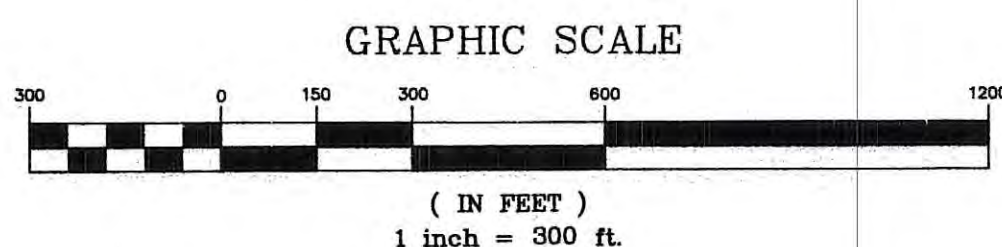
JOB NUMBER: 5687

Preliminary / Final Plat of Subdivision  
Lot 1  
Simplified Plat of Subdivision  
Parcel A  
for

John Halteman

situate along the North side of National Pike (US Route 40)  
WASHINGTON COUNTY, MARYLAND

Owner:  
Stanley H. Halteman  
14254 National Pike  
Clear Spring, MD 21722





**Note:**

This development must comply with the new Stormwater Management Regulations. Stormwater Management will be provided at the time of permit application. Washington County Engineering Department review fees will be determined and due prior to the approval of building and entrance permits.

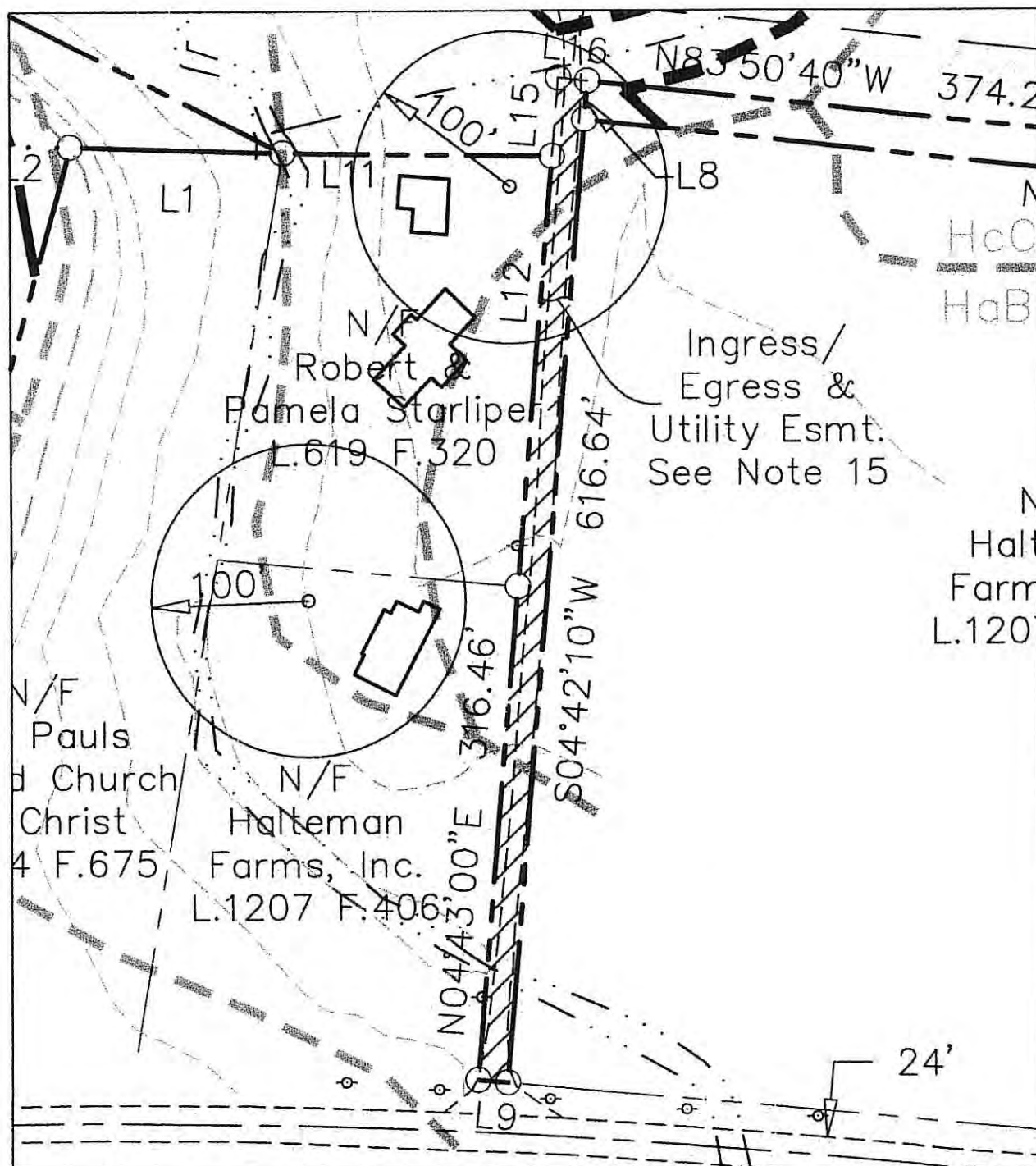
**Note:**

Lot 1 as shown on this subdivision plat has been determined to be an exemption lot per section 5B.4 of the Washington County Zoning Ordinance. Lot 1 does not meet density requirements per section 5B.3 of the Zoning Ordinance, thus cannot be further subdivided.

**SENSITIVE AREA NOTICE**

The stream buffers shown hereon are established pursuant to the requirements of the Washington County Subdivision Ordinance Article IV, Section 409. In an effort to preserve or improve water quality, the property owner is required to establish and thereafter maintain in perpetuity vegetative ground cover in accordance with urban best management practices recommended by the Washington County Soil Conservation District. No permanent structures or construction are permitted within the stream buffer except those designed to improve water quality or flow as approved by the Washington County Planning Commission in accordance with all applicable regulations, laws, and policies. No septic systems shall be constructed within the buffer nor shall any reserve area be established within the buffer.

Soil	Area (Ac.)	%
BeB	7.06	13.58
BeC	2.60	5.00
HaB	11.67	22.44
HaC	11.90	22.88
HbC	0.73	1.40
HcC	1.57	3.02
Ln	5.51	10.60
SsA	10.06	19.35
WeD	0.90	1.73



Detail Scale: 1"=100'

Owner:  
Stanley H. Halteman  
14254 National Pike  
Clear Spring, MD 21722

**Dedication for Individuals (LOT 1)**

I/we do hereby certify, for ourselves and our personal representatives, heirs and assigns, that I/we are the legal and true owner(s) of the property shown and described on this plat and that I/we hereby adopt the plan of subdivision shown hereon, hereby establish the minimum building restriction lines shown hereon, hereby dedicate to public use all utility and drainage easement areas and all alley, street, and road rights of way designated on this plat, hereby agree to keep open all spaces and recreation areas shown hereon and hereby agree that said dedication shall not impose and responsibility on the Board of County Commissioners of Washington County regarding the subjects of such dedications until legal acceptance thereof by said Board, and I/we hereby reserve the fee simple title to the land underlying said easements, rights of way, open spaces and recreation areas and with regard to said easements and rights of way, hereby agree to convey the same to said Board for the use of said Washington County, without consideration, upon the legal acceptance of said easements and/or rights of way by said Board.

This deed and agreement of dedication shall be binding upon my/our grantees, assigns, successors, heirs, and personal representatives. There are no suites, actions at law, leases, liens, mortgages, trusts, easements, or rights of way affecting the property included on this plan of subdivision except the following:  
NONE

and all parties having an interest therein have here unto affixed their signatures, indicating their assent to this plan of subdivision.  
I/We do hereby assent to this plan of subdivision.

Witness our hands and seals this 11 day of May, 2009.

Stanley H. Halteman (Seal)  
Owner: Stanley H. Halteman  
Witness: [Signature]

**Interim Facilities Provision Certification (LOT 1)**

In compliance with C.O.M.A.R. 26.03.01.05 B.(1) and (2), the individual water supply and individual sewer systems are hereby permitted on a temporary interim basis. Future lot owners are advised that the individual systems serving the lot(s) indicated on this plat are of a temporary interim nature and that connection to a future community system shall be made within one (1) year or less after the system become available.

Stanley H. Halteman (Seal)  
Owner: Stanley H. Halteman

**Certificate of Approval of Individual Water Supply and Individual Sewage System (LOT 1)**

I hereby certify that the minimum ownership area complies with the minimum width and minimum area requirements specified in C.O.M.A.R. 26.04.03.03. Such minimum ownership shall remain equal to the minimum width and minimum area set forth in C.O.M.A.R. 26.04.03.A (2) until community sewerage and water have been made available. Not more than one principle building may be erected or constructed on a lot or lots contained in the minimum ownership areas established by C.O.M.A.R. 26.04.03.A (2) until community sewerage has been made available.

Date: 7/8/09

County Health Officer

**Land Surveyor's Certification**

I hereby certify that the plan shown hereon is correct: that it is a subdivision of part of the lands conveyed by Gerald H. Halteman to Stanley H. Halteman by deed dated June 21, 2005 and recorded in Liber 2693, folio 127 and of the lands conveyed by Alice M. Halteman, Personal Representative of the Estate of Ernest Hedrick Halteman, and Alice M. Halteman to Gerald H. Halteman and Stanley H. Halteman by deed dated June 21, 2005 and recorded in Liber 2693, folio 122, both deeds being recorded among the Land Records of Washington County, Maryland and that stampermarked land parcels marked. Have been placed as indicated.

Date: 5/21/09

Professional Land Surveyor

**General Notes**

- 10,000 square feet is hereby reserved for sewage disposal. No permanent physical objects are permitted in this area.
- There is a 10 ft. wide drainage and utilities easement along all front lot lines and an 8 ft. wide drainage and utilities easement along all side and rear lot lines hereby reserved unless otherwise shown hereon.
- Bearings based on deed North.
- Soil types are as shown hereon.
- Minimum Building Setbacks: front yard-40'; side yard-50' (due to 50+ Acre lot size); rear yard-50'. Minimum Building Setback Lines are based on the current Washington County Zoning Ordinance. Accessory structures may be constructed in accordance with Section 4.10 and Section 23.5 (b). Accessory Structures are not permitted without the placement of the principal permitted structure. Zoned A(R)-Agricultural Rural.
- Total upstream watershed affecting this subdivision: is less than 400 Acres.
- A portion of this parcel does lie in the 100 year flood plain per FEMA Flood Insurance Rate Map, Community Panel No. 240070 0060A and Panel No. 240070 0070A dated May 1, 1978, Flood Zone A.
- Contours based on field survey and assumed elevation.
- There are no steep slopes or habitat of threatened or endangered species identified by the U.S. Fish and Wildlife Service per 50 CFR 17 as required to be shown by Sections 306, 307 and 314 of the Washington County Subdivision Ordinance and section 4.21 (C&D) of the Washington County Zoning Ordinance. This subdivision is not within 1000' of the Appalachian Trail.
- An additional right of way 40 feet in width as measured from the centerline of National Pike is hereby dedicated for the purpose of future road widening of said road.
- No other wells or septic lines within 100 feet of the Lot Lines.
- All grading on each lot, done either before or after the construction of a dwelling or their appurtenances, shall be the full responsibility of the lot owner.
- No permanent structures (fences, sheds, play equipment, retaining walls, etc.) shall be permitted within any storm drainage easement, either shown or described, on the Final Plat of Subdivision.
- Stream buffer and M.B.S.L. in the vicinity of the flood plain are shown larger than required due to the 100 year flood plain.
- An Ingress/Egress & Utilities Easement is hereby created over the existing lane for the Remaining Lands. This easement runs over the existing lane from its Northernmost location South to US Route 40.
- This is an historic site located on this property (National Historic Site: WA-V-115).

**Additional Owner's Statement (Remaining Lands)**

We hereby certify that our interest is to transfer this land only to a member of the immediate family. No conveyance of this lot will be made to anyone not a member of the immediate family for a period of ten (10) years without approval of the Planning Commission except as may be required to satisfy a mortgagee in case of loan foreclosure. We also acknowledge that the County is not responsible for acceptance or maintenance of the private road or right of way.

5-11-09  
Date

Stanley H. Halteman  
Owner: Stanley H. Halteman

5-11-09  
Date

Stanley H. Halteman  
Recipient: Stanley H. Halteman

**INTRAFAMILY TRANSFER DECLARATION OF INTENT FOR FOREST CONSERVATION EXEMPTION**

Account #003414 District 23 Map 35 Grid B Parcel 58  
Property Owner(s) Name(s): Stanley H. Halteman  
Permanent Mailing Address: 14254 National Pike Clear Spring, MD 21722  
Recipients Name(s): Stanley H. Halteman  
Recipients Relationship to Owner(s): Self  
Property Location: Along the North side of National Pike  
Current deed reference(s): Liber 2693 folio 127, Liber 2693 folio 122

I (We), Stanley H. Halteman, the owner(s) of the real property located along the North side of National Pike and described in the above referenced deed(s) hereby declare my (our) intention to invoke the intrafamily transfer exemption for the above property, in accordance with the provisions of the Washington County Forest Conservation Program and COMAR 08.19.01.04, for a period of at least ten (10) consecutive full taxable years following this date.

This declaration grants an exemption for the purpose of constructing a dwelling house intended for the use of the owner, or an immediate family member of the owner based on the Washington County Forest Conservation Program. If the lands does not remain in the possession of an immediate family member for a period of ten (10) years the Owner must notify the Washington County Planning Commission and may lose this exemption. If the Owner makes application for an activity regulated under the Forest Conservation Program, clears more than 40,000 square feet of forest, or violates the requirements of a previous Forest Conservation Plan all or part of the lot within the ten (10) year period, Washington County may require the owner to meet the forest conservation threshold established in the Forest Conservation Program and COMAR 08.19.03, and may also assess a noncompliance fee for forested areas cut in violation of this exemption.

I (we) declare, under the penalties of law, that this declaration, including any accompanying forms and statements, has been examined by me (us) and the information contained herein, to the best of my (our) knowledge, information and belief, is true, correct and complete.

Signature(s): Stanley H. Halteman Date: 5-11-09  
Stanley H. Halteman

**OWNER'S STATEMENT (PARCEL A)**

Application is hereby made for approval of the indicated transfer of land for enlargement purposes only and not for development except as indicated hereon. Any development of this land other than for permitted accessory uses or any future separation of the parcels combined hereon will be submitted in the regular manner for approval in accordance with the provisions of the existing Subdivision Ordinance.

5-11-09  
Date

Stanley H. Halteman  
Owner: Stanley H. Halteman

4/21/09  
Date

Stanley H. Halteman  
Purchaser: St. Paul Cemetery Company of Washington County

PLAT NO 9729  
DATE AUG - 4 2009  
WASHINGTON COUNTY

Revised Per	Date

TAX MAP 35-8-58 DISTRICT 23	DRAWING NUMBER 2 OF 2
DRAWN BY: JLA	DATE: 2-9-09
CHECKED BY:	DATE:
SCALE: NTS	

**FREDERICK SEIBERT & ASSOCIATES, INC.** ©2009  
CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS  
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740  
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225  
(301) 791-3650 (301) 416-7478 (717) 597-1007 FAX (301) 739-4956

JOB NUMBER: 5687

Preliminary / Final Plat of Subdivision  
**Lot 1**  
Simplified Plat of Subdivision  
**Parcel A**  
for  
**John Halteman**  
situate along the North side of National Pike (US Route 40)  
WASHINGTON COUNTY, MARYLAND





DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

September 9, 2024

Case #: RZ-24-002

## Application for Map Amendment Staff Report and Analysis

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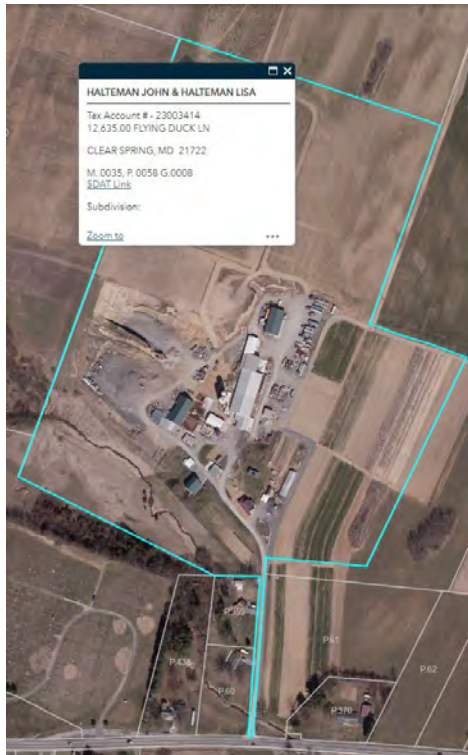
Property Owner(s)	:	John & Lisa Halteman
Applicant(s)	:	John Halteman
Location	:	12635 Flying Duck Lane
Election District	:	#23 – Wilson
Comprehensive Plan Designation	:	Agriculture
Zoning Map	:	35
Parcel(s)	:	P. 58
Acreage	:	50.28 acres (6.82 within RB Overlay)
Existing Zoning	:	Agricultural Rural (AR)
Requested Zoning	:	Agricultural Rural (AR) with Rural Business (RB) overlay
Date of Hearing	:	September 9, 2024

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### I. Background Information

#### a. Location and Description of Subject Properties



The subject parcel is located on a private lane on the north side of National Pike (U.S. 40) between St. Paul Rd (MD-57) and Spickler Rd, approximately 3 miles east of Clear Spring. The property subject to this rezoning encompasses 50.28 acres of agricultural land, 6.82 acres of which would be encumbered with the Rural Business floating zone.

Two existing single-family dwellings and an extensive series of agricultural support buildings make up the entirety of the farm complex which dates to the 1800s. These buildings support both the primary agricultural operation as well as related trades or services which have arisen over time such as a wood planer shop, agricultural equipment rental, produce sales and woodstove sales.

Along the western boundary of the property is a permitted moderate volume mineral extraction area used for shale mining. Moderate volume mineral operations are

areas in which the land area devoted to mineral extraction and mineral processing is between 1-5 acres.

A perennial stream, Meadow Brook, flows through the southwest corner of the property, resulting in a notable area of floodplain and wetlands on that part of the parcel.

#### **b. Rural Business Floating Zone Purpose and Criteria**

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

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

1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;
2. The proposed RB District has safe and usable road access on a road that meets the standards under the “Policy of Determining Adequacy of Existing Roads.” In addition, a traffic study may be required where the proposed business, activity or facility generates 25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic;
3. Onsite issues relating to sewage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and
4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.

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

1. The proposed district will accomplish the purpose of the RB District;
2. The proposed site development meets criteria identified in Section 5E.4 of this Article;

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

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

## **II. Staff Analysis**

The staff analysis of the proposed rezoning will utilize the criteria outlined in the previous section of this report to determine the suitability of applying a newly created RB floating zone in the designated location.

### **1. The proposed district will accomplish the purpose of the RB District;**

As defined above, one purpose of the floating zone is to “*establish locations for businesses and facilities not otherwise permitted in the rural areas of the County.*” This application notes several different land uses proposed for the property which should be individually considered in deliberating whether the proposed district will accomplish the intent of the Rural Business Zoning District overall.

Land uses on the property previously allowed by right or by special exception on the property include agriculture, moderate volume mineral extraction, and a greenhouse.

Land uses that fall within the proposed area of the parcel to receive the RB floating zone include the wood planer shop, agricultural equipment rental, produce sales, woodstove sales, and cemetery monument sales. The Commission and Board should consider the appropriateness of each of the uses noted above to fulfill the intent of the RB District. To that end, the Zoning Ordinance offers the following regulations for these uses under the following two definitions in the Article 3, Table 3.3:



**Rural Area Table of Land Uses**

<b>Land Uses</b>	<b>A(R)</b>	<b>EC</b>	<b>P</b>	<b>RV</b>	<b>RB</b>	<b>IM</b>	<b>Intensity of Use</b>
Produce Stands/Farmers Market	SE	SE	SE	SE	P	N	Moderate
Machinery dealerships and other businesses providing support for agricultural work	SE	SE	N	SE	P	N	Low

Note: P-Permitted SE-Special Exception N-Not Permitted

Under the current A(R) zoning, much of these uses would therefore be permitted with the approval of a special exception. Within an RB Zoning District, however, they would become principal permitted uses.

**2. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;**

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

**3. Road and Traffic Considerations**

**a. Traffic Generation**

Traffic counts on County and State roads in the vicinity of the rezoning site provide limited insight on traffic flow or congestion that might be impacted an expanded business at this location. Single day traffic counts were collected for one 24-hour period in 2022 at three local road intersections with National Pike in the immediate vicinity of the subject site. The counts for these three locations are noted below:

- Saint Paul Rd at National Pike (.25 miles west): 796 vehicles
- Knepper Rd at National Pike (.33 miles west): 78 vehicles
- Spickler Rd at National Pike (.50 miles east): 561 vehicles

The Maryland State Highway Administration (SHA) has also maintained a permanent traffic counter approximately 2.25 miles west of the site, just outside the town boundary of Clear Spring. These counts indicate a clear decline in traffic heading west on U.S. 40 during the last

twenty years. From a high of 4,450 vehicles in 2002, traffic heading west on U.S. 40 has dropped 24.4% in the last twenty years (or 1.2% annually). The traffic volume data shown in the table below is expressed in annual average daily traffic volumes (AADT).

Year	National Pike @ Clear Spring
2022	3,360
2017	3,751
2012	3,832
2007	4,030
2002	4,450

As noted previously, the requirements of the RB District require a traffic study when the proposed business, activity or facility generates “25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic.” The applicant’s justification statement asserts that “*peak hour trips will not exceed the reference policy document*” from various business operations occurring on the parcel.

#### **b. Road and Site Circulation Improvements**

The site is located at the end of Flying Duck Lane (a private road) and U.S. 40. The latter road is classified as a minor arterial in the Functional Road Classification portion of the Transportation Element in the County’s 2002 Comprehensive Plan. This classification accounts for mobility and access characteristics of the roadway in its categorization. Minor Arterial roads are designed to carry between 2,000 –5,000 Average Daily Traffic in rural areas. The County’s road classification system is based upon the Federal Highway Functional Classification System, but modified to reflect local road conditions.

A review of the County’s 10-Year CIP and the State Highway Administration’s Consolidated Transportation Plan did not note any road improvements in the vicinity of this proposed rezoning that would affect road capacity or traffic flow. The Highway Plan in the 2002 Comprehensive Plan and HEPMPO’s LRTP also did not indicate any immediate road improvements in the vicinity.

The Applicant’s preliminary site plan (Exhibit H) does not anticipate any access changes to the property from U.S.40.

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

#### **Site Planning Considerations**

##### **a. Water**

The proposed rezoning site is designated as W-7 in the 2009 Water and Sewer Plan with no planned connection to public water. Two existing wells connected to the residential

uses on the property are depicted on Washington County Plat 9728 which has been included in as part of the application file. Regarding impacts to existing water and sewer usage from the proposed businesses, the Applicant's justification statement asserts that *"With limited use, the existing well and septic systems are in good condition."*

Well locations are approved by the Washington County Health Department. The Health Department is also responsible for monitoring wells for water quality issues.

**b. Sewer**

The proposed rezoning site is designated as S-7 in the 2009 Water and Sewer Plan with no planned connection to public sewer. An approximate location of the existing septic system is depicted on the recorded plat noted above. No additional information on sewage disposal was provided beyond the declaration noted above.

The Washington County Health Department is responsible for approving the location and method of sewage disposal on individual properties in the County. A copy of this rezoning application was routed for the Health Department for their review, and they offered the following comment:

*"Our office has no issue concerning the rezoning; however, a 10,000 sq. ft. reserve area should be platted for each dwelling unit and if restrooms are to be provided for the employees."*

**c. Stormwater Management**

As noted in the applicant's justification statement regarding recent (mostly agriculture related) development permitted on the property *"More recent construction of pole buildings, etc. have gone through the permitting process including stormwater management review."* Stormwater review and mitigation was also done for the moderate volume mineral extraction area on the western boundary on the property. Proposed stormwater management facilities are not shown on the preliminary site plan included with the application.

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

**d. Floodplain**

As noted previously, the proposed rezoning site contains floodplain and wetland areas in the southwest corner of the property. These areas lie outside of the developed footprint of the property which is proposed inclusion within the Rural Business floating zone. Disturbance of such areas is generally prevented or limited by restrictions contained within the County's Floodplain Management Ordinance. Development review by various regulatory agencies would also likely account for continued protection of the area, should the site see additional construction in the future.

## e. Bulk Regulations

The applicant's Justification Statement does not specifically address bulk requirements such as setbacks or lot coverage aside from noting the current existence of parking in connection with the produce stand. The lot does however contain ample acreage to meet zoning setbacks and other bulk requirements, and the boundaries of the developed footprint at the site have been largely established within a centralized location on the parcel over time.

In 2020, a variance to reduce the minimum required side yard setback on the western property boundary from 100 feet to 25 feet was granted by the Board of Zoning Appeals as a part of special exception AP-2020-015. This same decision also authorized the moderate volume mineral extraction operation discussed earlier, in this same area of the parcel.

#### 4. Compatibility with Adjacent Land Uses

### a. Land Use in the Vicinity



As seen above, nearly all surrounding lands are zoned Agricultural Rural A(R). The properties in the area shown on the image, between Saint Paul and Spickler Roads, are either large agricultural parcels or smaller residential lots. A notable exception being Saint Paul's Reformed Church and Cemetery located on the adjacent parcels to the southwest of the subject site.

There are four other existing RB Zoning Districts (hatched in pink above) in the immediate vicinity providing prior precedent for commercial uses along this stretch of U.S. 40. These adjacent rural businesses include (viewed left to right on the above image):

- National Pike Convenience Store (Saint Paul Rd & National Pike)
- Miller's Farmstead (wedding venue at Spickler Rd and National Pike)
- Mt. Tabor Builders (east of Spickler Rd and National Pike)
- Myers Building Systems (east of Spickler Rd and National Pike)

#### **b. Historic Resources**

As the property is located along the Historic National Road Maryland Scenic Byway (encompassing U.S. 40 from Baltimore to the Pennsylvania state line in Garrett County) there are 13 existing historic sites within ½ mile or less of this proposed rezoning that should be considered in evaluating its compatibility. The subject site itself contains a surveyed historic site, the Halteman Farm. The remaining 12 sites are found mostly along National Pike, along with a few also located on Saint Paul Rd. These 13 sites are described in the Maryland Historic Trust Inventory of State Historic Sites as follows:

##### ➤ **Onsite**



- WA-V-115: "Halteman Farm"

Mid-19<sup>th</sup> century farm complex including 2 story farmhouse, stone smokehouse and bank barn along with numerous frame agricultural buildings.

##### ➤ **Offsite Historic Properties within ½ mile of property**

- WA-V-155: "St. Paul's Church" (adjacent property to southwest)

18<sup>th</sup> century Gothic Revival Style limestone church.

- WA-V-028 & WA-V-028: St. Paul's Manor" (adjacent property to west)

Early 19<sup>th</sup> century farm complex including two farmhouses (one 2-story brick dwelling and one 2-story stone dwelling), bank barn and outbuildings.

- WA-V-025 & WA-V-026: "Dennis Farm" (adjacent property to south)

Mid-19<sup>th</sup> century farm complex including two farmhouses (one 2-story brick dwelling and one 2-story log and stone dwelling), bank barn and spring house.

- WA-V-156: "Sided Log House" (.20 miles west)

19<sup>th</sup> century 2 story log cabin with exterior stone and brick chimney.

- WA-V-143: "Firey Log Cabin" (.25 miles northwest)

Late 19<sup>th</sup> century farm complex with modified single-story log cabin.

- WA-V-024: "Snyder Farmhouse" (.5 miles northwest)

Late 18<sup>th</sup> century farm complex with 2 ½ story stone farmhouse, bank barn and outbuildings

- WA-V-118: "Litton Farm" (.25 miles north)

Late 19<sup>th</sup> century frame farmhouse and bank barn

- WA-V-192: "Brick House" (.33 miles east)

Late 19<sup>th</sup> century brick farmhouse

- WA-V-099: "Carriage Factory" (.5 miles east)

Late 19<sup>th</sup> century frame house, barn and numerous frame outbuildings said to have been a carriage factory during the turn of the century period

- WA-V-098: Bloyer House" (.5 miles east)

Mid-19<sup>th</sup> century brick farmhouse that served as an inn or hotel on the National Pike, bank barn and wagon shed. Currently operates as wedding reception venue (Miller's Farmstead).

➤ **Other Historic Structures within ½ mile of property**

Multiple other historic road infrastructural elements or mile markers associated with the historic National Pike or Saint Paul Road are found along the stretch of these roads that run in immediate vicinity of the site.



### ➤ Reviewing Agency Comments

Meghan Jenkins, who acts as the liaison between the Department of Planning and Zoning and the Historic District Commission, offered the following comment when outed a copy of the rezoning application:

*“It appears the property has had significant alteration to the main house over time since the original survey which have deteriorated its character. The barn remains relatively intact compared to the survey documentation. The proposed rezoning excludes these 2 structures from the RB Overlay area which is recommended. The HDC does not comment on the use of the property, however, I noted that the structures and area proposed for the RB uses are not directly adjacent to the historic structures and would appear to have minimal impacts on them should this be approved.”*

### c. Agricultural Land Preservation



The proposed rezoning site is located within the heart of the County's designated Priority Preservation Area (PPA) shown in the image at left. The PPA defines areas that are targeted for future preservation in various agricultural land preservation programs. The PPA in this area of the County encompasses numerous parcels, mostly north of U.S. 40 and I-70, north and east of the Town of Clear Spring and west of Conococheague Creek.

The blue hatched area above denotes all parcels falling within this part of the County's PPA. Parcels in light green have enrolled in the County's Agricultural District program. This program is intended to be a precursor for lands to eventually a permanent agricultural land preservation easement, which are identified in dark green on the map.

The applicant is requesting to apply the RB floating zone atop 6.82 acres of 50.28 acres of total agricultural land on the parcel in question. The moderate volume mineral extraction

operation on the western property boundary also encompasses roughly another 3.5-4 acres of land on the parcel. Floodplain in the southwestern corner takes up approximately 4.5 acres. This leaves around 36 acres of agricultural land that would still be available onsite for permanent preservation in the future.

In addition to the property subject to this rezoning, the applicant appears to own several other agricultural parcels located adjacent or in the immediate vicinity of the site, some of which are even larger than the one under discussion. Thus, when considering all lands owned by the applicant, the possibility of achieving a commercial use on a portion of the subject site while also permanently preserving other agricultural lands in this area of the PPA seems entirely feasible.

## **5. Additional Considerations**

### **a. Emergency Services**

The Clear Spring Ambulance Club and Clear Spring Volunteer Fire Company are the nearest emergency services provider to this site, located approximately 2.75 miles west within the Town limits. The Division of Emergency Services had no comment when routed a copy of the application.

### **b. Comprehensive Plan Designation**

The 2002 Comprehensive Plan designated this site as falling within the Agriculture Policy Area in its Land Use Plan. This Policy Area is primarily associated with various sections of the Great Hagerstown Valley, including the lands between Conococheage Creek and Fairview Mountain where the subject property is found. It's intended to encompass large blocks of the best soils for intensive agricultural production and, by extension, large blocks of preserved farmland. The text notes that rural businesses in this policy area are limited by right, but permitted with the establishment of an RB floating zone.

### **c. Hours of Operation, Employees**

According to the preliminary site plan provided by the applicant, the anticipated hours of operation for the various proposed businesses are Monday through Friday, 7 am to 5 pm, Saturday 8-12 pm. The number of non-family employees would be three for all non-agricultural business being considered. The applicant's justification statement indicates that "*with the exception of the produce stand, customers are by appointment only.*"

## **III. Recommendation**

As noted at the beginning of the Staff Analysis portion of this staff report, this rezoning application notes several different land uses proposed for the property which should be individually considered in deliberating whether the proposed district will accomplish the intent of the Rural Business Zoning District overall. These non-agricultural or resource extraction uses include a wood planer shop, agricultural equipment rental, produce sales and woodstove sales.



The Planning Commission and Board of County Commissioners should carefully consider the appropriateness of each of the uses noted above to fulfill the intent of the RB District.

Considerations that the Planning Commission and Board of County Commissioners may wish to investigate further during public meetings include the following:

- Anticipated daily vehicle traffic coming in and out of the site from the various businesses, particularly those with more public facing operations such as the produce stand, agricultural equipment rental and cemetery monument sales.
- The ability of the site to meet to meet modern site planning requirements in light of much of the property being developed historically before such regulations took effect.

Based on the analysis provided throughout this report and offered by the applicant in their justification statement, Staff believes that the establishment of the Rural Business floating zone would offer a path forward to comprehensively bring the various active or proposed businesses operating on this parcel into legal conformance with zoning regulations. Without the RB District in place, the owner would need to seek individual special exceptions for some of the land uses occurring, such as the agricultural equipment rental or produce stand, as not all of these land uses are allowed by right under the current AR zoning.

If the requested zoning were to be approved, it would then also allow site planning requirements to bring previously unregulated portions of the property into compliance with modern land use regulations, such as those pertaining to stormwater management.

The combined efforts of zoning change and site modernization would therefore cumulatively offer assurances to the landowner that they could continue serving the needs of the rural community with the goods and services that they offer, while also adhering to modern land use regulations that protect the health, safety and welfare of the general public.

Respectfully submitted,

Travis Allen  
Senior Planner



## Agenda Report Form

### Open Session Item

**SUBJECT:** PUBLIC HEARING: Application for Zoning Text Amendment RZ-24-003

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Jill Baker, AICP, Director, Kyla Shingleton, Comprehensive Planner, Department of Planning and Zoning

**RECOMMENDED MOTION:** The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners may take action to approve or deny the request or wait until a later date to deliberate.

**REPORT-IN-BRIEF:** Application has been made by the Planning Commission for Washington County to amend several sections of the Zoning Ordinance to incorporate language relating to the definitions, locations and separation requirements for cannabis growing, processing and dispensary facilities in the county. In 2022 a referendum was placed on the State of Maryland voting ballot allowing voters to support or oppose legalization of recreation cannabis use and sales in Maryland. The referendum was supported by a majority of Maryland residents to legalize recreational cannabis use after July 1, 2023. Since that time, several bills have been adopted by the Maryland General Assembly to allow and regulate this industry. The initial regulatory bill passed in 2023 provided rules related to zoning administration of the use. These rules were further refined during the 2024 session and have prompted these amendments to the zoning ordinance.

**DISCUSSION:** The legalization of recreational cannabis has been occurring more frequently since the first state legalization in 2012. Currently, recreational cannabis use is legal in 24 states, several US territories, and Washington, D.C. Only medical cannabis facilities have been legalized in the county's bordering states of Pennsylvania and West Virginia. Every state and territory have differing laws and regulations for recreational adult-use cannabis. With the recent legalization, communities need to update ordinances to allow the new land use.

Maryland's cannabis licensing and regulations are handled by the Maryland Cannabis Administration and are categorized as growers, processors, and dispensaries. The licenses are further broken down by intensity into standard and micro-facilities. Presently, Washington County has one active medical cannabis dispensary that has been granted permission by the state to also sell for recreational use. The first round of lotteries to award various cannabis licenses were conducted in March and June 2024. Per state law, three standard dispensary licenses were awarded in addition to the existing facility in Washington County. The remaining licenses were granted upon regions as designated by the state. In the western Maryland region, the following number of licenses were awarded: two micro-dispensaries, eight standard processors, six micro-processors, four standard growers and six micro-growers.

This amendment was reviewed by the Planning Commission at a public information meeting held on September 9, 2024. The Planning Commission voted unanimously to recommend approval of this text amendment.

**FISCAL IMPACT:** n/a

**CONCURRENCES:** Planning Commission

**ALTERNATIVES:** n/a

**ATTACHMENTS:** Proposed text amendments, staff report, Planning Commission minutes, Planning Commission recommendation, and application

**AUDIO/VISUAL NEEDS:** none



WASHINGTON COUNTY PLANNING COMMISSION  
ORDINANCE TEXT AMENDMENT APPLICATION

FOR PLANNING COMMISSION USE ONLY

Rezoning No. RZ-24-003  
Date Filed: 8-12-24

Washington County Planning Commission

Applicant

747 Northern Avenue, Hagerstown, MD 21742

Address

Jill Baker, Director of Planning and Zoning

Primary Contact

same

Address

☐ Property Owner    ☐ Contract Purchaser  
☐ Attorney    ☐ Consultant  
☒ Other: Government agency

240-313-2430

Phone Number

jbaker@washco-md.net

E-mail Address

- ☐ Adequate Public Facilities Ordinance  
☐ Forest Conservation Ordinance  
☐ Subdivision Ordinance  
☐ Solid Waste Plan

- ☐ Water and Sewer Plan  
☒ Zoning Ordinance  
☐ Other \_\_\_\_\_

Articles 3, 11, 12, 13, 19C, & 28A

Section No. \_\_\_\_\_

Please provide the proposed text on a separate sheet of paper as follows: strike-through should be used for deletions [~~deletions~~], unchanged wording in regular type, and new wording should be underlined [new wording].

Jill L Baker  
Applicant's Signature

Subscribed and sworn before me this 12<sup>th</sup> day of August, 2024.

My commission expires on 4-11-25

Debra Sue Eckard  
Notary Public

FOR PLANNING COMMISSION USE ONLY

- ☐ Application Form  
☐ Fee Worksheet  
☐ Application Fee

- ☐ Proposed Text Changes  
☐ 30 copies of complete Application



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

September 13, 2024

RZ-24-003

APPLICATION FOR TEXT AMENDMENT  
PLANNING COMMISSION RECOMMENDATION

RECOMMENDATION

On September 9, 2024, the Washington County Planning Commission held a public input meeting to consider a text amendment to Articles 3, 7A, 8, 9, 10, 11, 12, 13, 14, 19C and 28A of the Washington County Zoning Ordinance to address the state legalization of adult-use cannabis and associated facilities.

Following the public input meeting, the Planning Commission took action to recommend approval of the proposed text amendment to the Board of County Commissioners. A copy of the application, the Staff Report and Analysis prepared by the Department of Planning & Zoning, and minutes of the September 9, 2024 public input meeting are attached.

Respectfully submitted,

Jill L. Baker, AICP  
Director, Washington County Department of  
Planning & Zoning

JLB/dse

Attachments



DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-24-003

August 20, 2024

Exhibit 1 for Cannabis Ordinance Text Amendment

ARTICLE 3. DISTRICTS ESTABLISHED; ZONING MAPS, DISTRICT BOUNDARIES; LAND USE REGULATIONS (RURAL AREA USES)

Section 3.3 - Table No. 3.3 - TABLE OF LAND USE REGULATIONS (RURAL AREA USES)

Land Uses	A(R)	EC	P	RV	RB	IM	Intensity of Use
<b>K. Manufacturing</b>							
<u>Cannabis Processor, Standard</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N/A</u>
<u>Cannabis Processor, Micro</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N/A</u>
<b>P. Retail and Wholesale Trade</b>							
<u>Cannabis Dispensary, Standard</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N/A</u>
<u>Cannabis Dispensary, Micro</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>SE</u>	<u>P</u>	<u>N</u>	<u>N/A</u>

Article 11 “BL” Business, Local District

Section 11.1 Principal Permitted Uses

- (a) Local retail goods and service shops, including:



Cannabis Dispensary, Standard and Micro. Provided that the use is a minimum 500 feet from pre-existing primary or secondary school in the State, or a licensed childcare center or registered family childcare home; a pre-existing playground, recreation center, library, public park, or place of worship; and that the use be a minimum one half-mile from another dispensary.

## **Article 12 “BG” Business, General District**

### **Section 12.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)**

#### (l) Cannabis Processor, Standard and Micro.

~~(h)~~ ~~(m)~~ Any other use that the Board finds is functionally similar to any principally permitted use or special exception except adult book stores, adult mini-motion picture theaters, or any other type of adult entertainment listed in this Article. The Board shall not grant any special exception which is inconsistent with the purpose set forth for this District, nor which will materially or adversely affect the use of any adjacent or neighboring properties.

## **Article 13 “IR” Industrial, Restricted District**

### **Section 13.1 Principal; Permitted Uses**

#### (i) Cannabis Processor, Standard and Micro.

## **Article 19C “Special Economic District”**

### **Section 19C.2 Principal Permitted Uses**

Cannabis Dispensary, Standard and Micro. Provided that the use is a minimum 500 feet from pre-existing primary or secondary school in the State, or a licensed childcare center or registered family childcare home; a pre-existing playground, recreation center, library, public park, or place of worship; and that the use be a minimum one half-mile from another dispensary.

## **ARTICLE 28A – DEFINITIONS**

**Cannabis Dispensary:** An entity licensed under this title that acquires, possesses, repackages, transports, sells, distributes, or dispenses cannabis or cannabis products, including tinctures, aerosols, oils, and ointments, related supplies, and educational materials for use by qualifying patients, caregivers, or consumers through a storefront or through a delivery service, based on license type

- A standard licensed dispensary operates a store at a physical location that sells cannabis or cannabis products.
- A micro licensed dispensary operates a delivery service that sells cannabis or cannabis products without a physical storefront, provided that the licensee employs not more than 10 employees.

**Cannabis Grower:** An entity licensed under this title that: (1) cultivates or packages cannabis; and (2) is authorized by the Administration to provide cannabis to other cannabis licensees and registered independent testing laboratories. Per the definition of agriculture provided in Article 28A, the growing, drying and packaging of cannabis, a product of the soil, is considered an agricultural use. Therefore, cannabis growing facilities must be permitted in every district agriculture is permitted.

- A standard licensed grower operates more than 10,000 square feet, but not more than 300,000 square feet, of indoor canopy or its equivalent, as calculated by the Administration.
- A micro licensed grower operates not more than 10,000 square feet of indoor canopy or its equivalent, as calculated by the Administration.

**Cannabis Processor:** An entity licensed under this title that: (1) transforms cannabis into another product or an extract and packages and labels the cannabis product; and (2) is authorized by the Administration to provide cannabis to licensed dispensaries and registered independent testing laboratories

- A standard licensed processor processes more than 1,000 pounds of cannabis per year, as calculated by the Administration.
- A micro licensed processor processes no more than 1,000 pounds of cannabis per year, as calculated by the Administration.

**Cannabis Products:** Products that are composed of cannabis, cannabis concentrate, cannabis extract, or other ingredients and are intended for use or consumption, including edible products, oils, and tinctures





## DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-24-003

August 20, 2024

### WASHINGTON COUNTY ZONING ORDINANCE STAFF REPORT AND ANALYSIS

#### ARTICLES 3, 7A, 8, 9, 10, 11, 12, 13, 14, 19C, 28A

**Proposal:** This application is proposing to amend several sections of the Zoning Ordinance (see Exhibit 1) to address the state legalization of adult-use cannabis. Presently the Zoning Ordinance does not include language for cannabis and facilities associated.

**Staff Report:** The legalization of recreational cannabis has been occurring more frequently since the first state legalization in 2012. Currently, cannabis is legal in 24 states, several US territories, and Washington, D.C. Only medical cannabis is legalized in the county's bordering states of Pennsylvania and West Virginia. Every state and territory have differing laws and regulations for recreational adult-use cannabis. With the recent legalization, communities need to update ordinances to allow the new land use. The state of Maryland has characterized the dispensary use comparable to alcohol retail use. Presently, Washington County has one active medical cannabis dispensary; medical may become recreational through an application with the state. Through the first round of licensing Washington County was given 3 standard dispensary licenses in addition to the medical dispensary. Maryland's cannabis licensing and regulations are handled by the Maryland Cannabis Administration. There are two types of recreational cannabis licenses for growers, processors, and dispensaries: Standard and Micro. These are defined in the definitions.

**Analysis:** In 2022 a referendum was placed on the voting ballot allowing voters to support or oppose legalization of recreation cannabis use and sales in Maryland. The referendum was supported by a majority of Maryland residents to legalize recreational cannabis use after July 1, 2023. Since that time, several bills have been adopted by the Maryland General Assembly to allow and regulate this industry.

The initial regulatory bill passed in 2023 provided rules related to zoning administration of the use. These rules were further refined during the 2024 session and have prompted these amendments to the zoning ordinance.

Maryland House Bill 805 outlines and refines the zoning authorities of a local elected body. HB-805 states that a local elected body is prohibited from establishing more restrictive zoning requirements for cannabis dispensaries than alcohol package retail stores. The zoning restrictions do not apply to medical cannabis licenses that were issued on or before July 1, 2023.

The state law provided the required maximum setbacks for dispensaries.

Dispensaries must be:

- 500 feet from a pre-existing primary or secondary school in the State, or a licensed childcare center or registered family childcare home; a pre-existing playground, recreation center, library, public park, or place of worship.

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- Up to one half-mile from another dispensary

The proposed amendments to Articles 3, 7A, 8, 9, 10, 11, 12, 13, 14, and 19C are additions to define where cannabis dispensaries, processors, and growers are permitted or prohibited.

Per state law, the zoning districts where alcoholic beverage package stores are permitted shall permit cannabis dispensaries; relatively zoning districts where alcohol production facilities are permitted shall allow cannabis processors. The growing on cannabis is a strictly agricultural use.

Cannabis Dispensaries are proposed to be permitted as follows:

- In the urban areas, cannabis dispensaries shall be principally permitted in Business, Local (BL) and Special Economic districts. By allowing cannabis dispensaries in these districts as a permitted use they shall be permitted in the Business, General (BG), Mixed Use (MX), Planned Unit Development (PUD), Planned Business (PB), Highway Interchange (HI) districts through cross reference. In the rural areas, these uses shall be principally permitted use in the Rural Business (RB) floating zoning district. Per the definition of agriculture provided in Article 28A, the growing, drying and packaging of cannabis, a product of the soil, is considered an agricultural use. Therefore, cannabis growing facilities must be permitted in every district agriculture is permitted.

Cannabis processing facilities are proposed to be permitted as follows:

- In the urban areas, cannabis processing facilities shall be principally permitted in the Industrial Restricted (IR). By allowing cannabis processor facilities in these districts as a principally permitted use they shall be permitted in the Industrial, General (IG) and Highway Interchange (HI) districts through cross references. This use may also be permitted as a special exception in the Business, General (BG) district. In the rural areas the use may be special exceptions in the Agriculture Rural (AR), Environmental Conservation (EC), Preservation (P) and Rural Business (RB) floating zoning district.

Articles 28A will be amended to include definitions of cannabis: cannabis products, dispensary, grower, and processor.

Maryland Cannabis Administration defines Cannabis products as:

“Products that are composed of cannabis, cannabis concentrate, cannabis extract, or other ingredients and are intended for use or consumption, including edible products, oils, and tinctures”.

Dispensary is defined as:

“An entity licensed under this title that acquires, possesses, repackages, transports, sells, distributes, or dispenses cannabis or cannabis products, including tinctures, aerosols, oils, and ointments, related supplies, and educational materials for use by qualifying patients, caregivers, or consumers through a storefront or through a delivery service, based on license type”

- A standard licensed dispensary operates a store at a physical location that sells cannabis or cannabis products.
- A micro licensed dispensary operates a delivery service that sells cannabis or cannabis products without a physical storefront, provided that the licensee employs not more than 10 employees.

Grower is defined as:

“An entity licensed under this title that: (1) cultivates or packages cannabis; and (2) is authorized by the Administration to provide cannabis to other cannabis licensees and registered independent testing laboratories”

- A standard licensed grower operates more than 10,000 square feet, but not more than 300,000 square feet, of indoor canopy or its equivalent, as calculated by the Administration.
- A micro licensed grower operates not more than 10,000 square feet of indoor canopy or its equivalent, as calculated by the Administration.

Processor is defined as:

“An entity licensed under this title that: (1) transforms cannabis into another product or an extract and packages and labels the cannabis product; and (2) is authorized by the Administration to provide cannabis to licensed dispensaries and registered independent testing laboratories”

- A standard licensed processor processes more than 1,000 pounds of cannabis per year, as calculated by the Administration.
- A micro licensed processor processes no more than 1,000 pounds of cannabis per year, as calculated by the Administration.

**Staff Recommendation:** Based upon feedback and comments from other government agencies, developers, property owners, and the general public, Staff recommends approval of these amendments in order to provide consistent implementation of our land use policies and regulations.

Respectfully submitted,



Kyla M. Shingleton

Comprehensive Planner



**WASHINGTON COUNTY PLANNING COMMISSION**  
**REGULAR MEETING**  
**September 9, 2024**

The Washington County Planning Commission held a public input meeting and its regular monthly meeting on Monday, September 9, 2024 at 6:00 p.m. at the Washington County Administrative Complex, 100 W. Washington Street, Room 2000, Hagerstown, MD.

**CALL TO ORDER AND ROLL CALL**

Mr. Kline called the public input meeting to order at 6:00 p.m.

Planning Commission members present were: David Kline, BJ Goetz, Denny Reeder, Terrie Shank, and Ex-officio County Commissioner Randy Wagner. Staff members present were: Washington County Department of Planning & Zoning: Jill, Baker, Director; Jennifer Kinzer, Deputy Director; Travis Allen, Senior Planner; Misty Wagner-Grillo and Scott Stotelmyer, Planners; Kyla Shingleton, Comprehensive Planner; and Debra Eckard, Office Manager.

**PUBLIC INPUT MEETING**

**RZ-24-002 – John Halteman**

**Staff Presentation**

Mr. Allen presented a map amendment application to apply the Rural Business (RB) floating zone on 6.82 acres of land located at 12635 Flying Duck Lane. The property consists of a total of 50+ acres and is currently zoned A(R) – Agricultural Rural. The purpose of the RB zoning district is to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in rural areas of the County. Mr. Allen stated the RB floating zone may be applied to properties zoned A(R), EC (Environmental Conservation), P (Preservation) and RV (Rural Village). He explained that a floating zone requires specific conditions to be met as specified in Section 5E of the County's adopted Zoning Ordinance before it is applied to any parcel of land and reviewed the criteria which the Planning Commission should consider before making its recommendation for approval or denial of the request. Other requirements that must be met include a preliminary site plan that addresses the requirements specified in Section 5E of the Zoning Ordinance as well as specified bulk requirements also found in that same section. The approval of the RB zoning district applies only to the use/uses identified on the application and preliminary site plan and only covers the designated 6.82 acres of the parcel, not the entire 50+ acres of land. Mr. Travis noted that if the use/uses, area or intensity change, the applicant would be required to seek another approval from the Planning Commission, which could trigger another public meeting.

Mr. Allen explained that the application was transmitted to several reviewing agencies. The Historic District Commission (HDC) provided the most substantive comment concerning historic resources in the vicinity. There are 13 historic resources within a ½ mile radius of the site and the property itself is an inventoried historic site dating to the 19<sup>th</sup> century. The HDC stated in its review that it does not comment on the use/uses on the property; however, the structures in the area proposed for the RB uses are not directly adjacent to the historic structures and would appear to have minimal impacts on them, if the overlay is approved.

Mr. Allen reiterated that, if approved, only the use/uses identified on the application and the preliminary site plan will be permitted. Therefore, the Commission should consider all the uses specified on the application in terms of their ability to meet the definition of the RB zoning district. The land uses noted on the application were previously allowed by right or by special exception including the agricultural operation, the moderate volume extraction operation, and a greenhouse. Other uses identified in the application that would fall within the boundaries of the RB overlay, not previously authorized by right or special exception, include the wood planing shop, agricultural equipment rental, produce sales, outdoor woodstove sales, and cemetery monument sales. Staff believes that the establishment of the RB overlay would offer a path forward to comprehensively bring all active and proposed uses into legal conformity with zoning. Without the RB zoning in place, the applicant would be required to seek special exceptions for some of the uses which are not allowed by right in the A(R) district. If the RB overlay is approved, further development of the parcel would require the applicant to meet site planning requirements on other previously unregulated portions of the parcel and bring the parcel into compliance with modern land use regulations. Staff is not opposed to this request.

Mr. Allen noted that letters were sent to many property owners adjacent to this property. No public comments have been received either in favor of or in opposition to the application.

### **Applicant's Presentation**

Mr. Fred Frederick of Frederick, Seibert & Associates, 128 South Potomac Street, Hagerstown, represented John and Lisa Halteman, the applicants. Mr. Frederick stated that the purpose of the request is to bring all uses on the property, as previously described, into legal conformity under the umbrella of the RB overlay. He noted that the produce business/farm stand is operated by Mrs. Halteman and their children. The produce stand is located 900 feet away from Route 40. The outdoor woodstove business, agricultural equipment rental, wholesale wood planing (2 employees), and cemetery monument sales are operated by Mr. Halteman and are buffered from Route 40 by farm buildings. There will be very minimal traffic generated by any of these businesses. The applicant will use existing farm buildings for these businesses; there is no new construction proposed.

Mr. Frederick reviewed the purpose of the A(R) zoning district which is to provide for continued farming activity and the many uses that do not require public water and sewerage facilities and which may be more suitably located outside of the urban type growth of larger communities. He also reiterated the purpose of the RB district previously described by Mr. Allen.

Mr. Frederick briefly reviewed the criteria listed in Section 5.B.4 of the Zoning Ordinance that must be met in order to establish an RB zoning district.

1. The RB district is not within any designated growth area – this property is not within a designated growth area
2. The RB district must have safe and usable road access – the property is located along Route 40
3. On-site issues relating to the sewage disposal, water supply, storm water management and floodplains can be adequately addressed – they currently are addressed
4. The location of the RB district would not be incompatible with the existing land uses, culture, or historic structures or resources, or agricultural preservation efforts in the vicinity of the district – all of the existing and proposed uses are compatible

With regard to traffic generation from these businesses, Mr. Frederick noted State Highway Administration annual traffic counts in the vicinity reveals a decline of 24.4% in the last 22 years of traffic travelling westbound on Route 40. No comments were received from SHA or the County's Engineering Department regarding traffic issues in this area.

**Motion and Vote:** Mr. Goetz made a motion to recommend approval of the request to the Board of County Commissioners. The motion was seconded by Mr. Reeder and unanimously approved with Commissioner Wagner abstaining from the vote.

### **RZ-24-003 – Text Amendment**

Ms. Baker and Ms. Shingleton presented a proposed text amendment to address the state legalization of adult-use cannabis. Several sections of the Zoning Ordinance will be amended including the definitions for cannabis dispensaries, processing facilities and growers. The proposed language is taken directly from State law.

Ms. Baker explained that the State considers cannabis as an agricultural crop and therefore, anywhere that allows agricultural crops to be grown, cannabis may also be grown. The State requires licensures for growers that include fencing, lighting, and other strict requirements for growers. Cannabis growers will be permitted in any zoning district where agriculture is permitted and the land has an agricultural assessment. Zoning districts that do not permit agriculture are the BL (Business Local), BG (Business General) and HI (Highway Interchange). These districts are intended for retail and commercial uses only.

Ms. Baker stated that cannabis processors are strictly limited to receive the raw product, create a value-added product and distribute the product to a dispensary for sale. Cannabis processors, both standard and micro, would be permitted as a special exception use in the A(R) (Agricultural Rural), EC (Environmental Conservation), and P (Preservation) zoning districts and as a principal permitted use in the RB (Rural Business), BG (Business General), HI (Highway Interchange), IR (Industrial Restricted) and IG (Industrial General) zoning districts. Processors will not be permitted in the RV (Rural Village) zoning district.

Ms. Baker explained that cannabis dispensaries are the retail sales outlet in the cannabis network. Dispensaries, both standard and micro, would be a principal permitted use in the RB zoning district, BL (Business Local), SED (Special Economic Development), BG, PB (Planned Business), and HI zoning districts. Micro dispensaries operate a delivery service without a physical storefront and would be permitted as a special exception use in the RV zoning district. Currently, the county has received four licenses for dispensaries.

Ms. Baker stated that according to State law, cannabis dispensaries must be a minimum of 500 feet from a pre-existing primary or secondary school, a licensed childcare center or registered family childcare

home, a pre-existing playground, recreation center, library, public park or place of worship and a minimum of 1000 feet from another dispensary. Staff is proposing that a dispensary must be a minimum of ½ mile from another dispensary.

No public comments either in favor of or in opposition to the proposed text amendment have been received.

**Motion and Vote:** Mr. Goetz made a motion to recommend approval of the proposed text amendment to the Board of County Commissioners as presented with dispensaries being a minimum of 500 feet from a pre-existing primary or secondary school, a licensed childcare center or registered family childcare home, a pre-existing playground, recreation center, library, public park or place of worship and a minimum of ½ mile from another dispensary. The motion was seconded by Ms. Shank and unanimously approved with Commissioner Wagner abstaining from the vote.

Mr. Kline closed the public input meeting at 6:47 p.m. and convened the regular meeting.

## NEW BUSINESS

### MINUTES

Motion and Vote: Mr. Goetz made a motion to approve the minutes of the August 5, 2024 Planning Commission regular meeting as presented. The motion was seconded by Commissioner Wagner and unanimously approved.

### ELECTION OF OFFICERS

Mr. Reeder nominated Mr. Kline for the position of Chairman and Mr. Goetz as the Vice-Chairman. Mr. Goetz declined the nomination and nominated Mr. Semler as the Vice-Chairman.

Motion and Vote: Mr. Reeder made a motion to nominate Mr. Kline as Chairman and Mr. Semler as Vice-Chairman. The motion was seconded by Mr. Goetz and unanimously approved.

### PRELIMINARY CONSULTATION

#### Beryl Wieland Age-Restricted Residential Concept [PC-24-005]

Ms. Wagner-Grillo stated that a preliminary consultation was held on July 9, 2024 for the proposed construction of 52 semi-detached, age-restricted dwelling units on 12.85 acres located at 1230 Mt. Aetna Road. The property is currently zoned RS (Residential Suburban). The proposed lot size is 12,500 square feet. Comments from Planning & Zoning were recommendations for sidewalks, screening, and walking trails. Comments from the Engineering Department included issues of ownership of the entrance on North Colonial Drive, a request for an alternative design for the proposed cul-de-sac, and the requirement for a traffic impact study. The City of Hagerstown stated that water and sewer services are available.

Discussion and Comments: Commissioner Wagner asked if there will be language in the deeds restricting the age of occupants. Mr. Frederick of Frederick, Seibert & Associates stated that all pertinent language for an age-restricted development will be included in the deeds and an HOA will be formed to care for the open space areas and amenities.

Mr. Goetz asked if the streets are wide enough to accommodate fire and rescue vehicles. Mr. Frederick stated they are wide enough; however, there is only one access to the property. He noted the developer has ownership of a narrow strip of land going out to Mt. Aetna Road which could be used in emergency situations.

### ORDINANCE MODIFICATIONS

#### Sandra McCoy [OM-24-007]

Ms. Wagner-Grillo presented an ordinance modification request to create a lot without public road frontage. Parcel 75 is 10 acres in size, is located off Exline Road, is served by a private lane (Porter's Lane) and is currently zoned EC (Environmental Conservation). A subdivision was approved in 1987 establishing this lot for "agricultural purposes only". The applicant now wishes to construct a single-family home on the parcel. An ordinance modification is required from Section 405.11.B of the Subdivision Ordinance to create a lot without public road frontage because this lot is served by a shared private lane. The Hancock Fire and Rescue services were contacted and had no problem with access to the property.



Motion and Vote: Mr. Reeder made a motion to approve the ordinance modification for the creation of a lot without public road frontage. The motion was seconded by Ms. Shank and unanimously approved.

## SITE PLANS

### Saint James School Dormitory [SP-23-015]

Mr. Stotelmeyer presented a site plan for the proposed construction of a new dormitory on the site of Saint Jame School at 17652 College Road. The property is currently zoned A(R) – Agricultural Rural. There will be one access from College Road. A variance was approved by the Board of Zoning Appeals to reduce the left-side setback to 11 feet. Water will be provided by an on-site spring and purified by an on-site filtration system and sewer will be provided by Washington County. Proposed lighting will be building-mounted and pole-mounted. No signage is proposed. Twelve parking spaces are required and 12 spaces will be provided. All agency approvals have been received with the exception of Forest Conservation.

Motion and Vote: Mr. Goetz made a motion to approve the site plan contingent upon approval of the Forest Conservation requirement being met. The motion was seconded by Mr. Reeder and unanimously approved.

## FOREST CONSERVATION

### Saint James School Dormitory [SP-23-015]

Mr. Allen presented two forest conservation requests for the Saint James School Dormitory to meet Forest Conservation mitigation requirements. The first request is to use the payment-in-lieu of planting option to mitigate .13 acres of planting and the second request is to remove four specimen trees as part of the development. Specimen trees are those which are 30” or greater in diameter and are prioritized for retention under Article 8 of the Forest Conservation Ordinance. The applicant’s justification letter states that the trees are scattered throughout the site making it difficult to retain them. The letter also notes that some of these trees are in poor condition. Mr. Allen noted that payment-in-lieu is the only feasible option in the Ordinance to satisfy a planting requirement of only .13 acres.

Motion and Vote: Commissioner Wagner made a motion to approve the requests as presented. The motion was seconded by Ms. Shank and unanimously approved.

## OTHER BUSINESS

### Update of Projects Initialized

Ms. Kinzer provided a written report for land development plan review projects initialized during the month of July which included three preliminary/final plats.

### Comp Plan Update

Ms. Baker began discussions regarding the rural areas and proposed changes. She distributed maps for members to visualize the areas to be discussed (light green shading). Currently, our Preservation areas are 1 dwelling unit per 30 acres (1:30). There is a band of Preservation that runs from the south side of Hagerstown thru the Rural Legacy areas. Staff has discussed expanding the Preservation area to include Priority Preservation Areas (PPAs) which are areas that are being targeted for preservation. Following the public comment period and discussions with the Planning Commission, staff now believes that it will be too confusing and overbearing to make that particular change.

Ms. Baker explained that using the 2002 Comp Plan zoning categories of A(R) (1:5), EC (1:10) and P (1:30), staff calculates there are approximately 23,566 gross units currently available for development in these districts. The draft Comp Plan that was previously reviewed by the Planning Commission and has already been put out for the first round of public comment proposed a preservation overlay zone and the A(R) district remain at 1:5, which would yield 18,066 units. Staff is now proposing to eliminate the Preservation zoning and change the density of the current A(R) from 1:5 to 1:10 to balance out the elimination of the Preservation zone. If the Preservation zone is eliminated and the A(R) zone is made 1:10, the gross yield would be 17,965 units. This would create a difference of approximately 100 units.

Members held a lengthy discussion regarding the change in the A(R) from 1:5 to 1:10. Some members expressed concern that we are taking away land rights. Discussions also focused on the reduction of sprawl in our rural areas and pushing growth into the designated growth areas where it can be served.

Ms. Baker briefly described exemption lots that were adopted in 2005 by the BOCC. Members also discussed the septic tiers which currently allows a maximum of 7 lots for any subdivision. Ms. Baker explained that staff was proposing to adopt a septic tiers map with this Comp Plan; however, MDP is requiring the septic tiers to be a separate process.

**Consensus:** The Planning Commission agrees with staff's recommendation of changing the A(R) zoning from 1:5 to 1:10 keeping exemption lots and eliminating the preservation zoning. Commissioner Wagner abstained from this concurrence.

Ms. Baker stated that the proposed changes will be made to the Comp Plan and the revised version will be sent to the Planning Commission within a week. She asked members to review the document and make any comments within two weeks. The goal is to release the revised document for public comment sometime during the week of October 15<sup>th</sup>. We are required by law to allow MDP 60 days for its review and comments. We anticipate a public hearing sometime in January. Staff will give a brief presentation at the public hearing and then take public comment. Questions should be directed to staff during the public comment period, not at the public hearing.

Mr. Paul Frey requested a special meeting with the Planning Commission to discuss comments made during the first public comment period. Members feel this would set a precedent to meet with all groups that request a meeting. Further comments can be made during the next public comment period.

Commissioner Wagner made a motion to adjourn to Closed Session at 7:59 p.m. The motion was seconded by Mr. Goetz and so ordered by Mr. Kline.

#### **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.

Commissioner Wagner made a motion to adjourn the Closed Meeting and reconvene in Open Session. The motion was seconded by Mr. Goetz and so ordered by Mr. Kline.

#### **UPCOMING MEETINGS**

1. October 7, 2024, 6:00 p.m. – Washington County Planning Commission regular meeting

#### **ADJOURNMENT**

Mr. Goetz made a motion to adjourn the meeting at 8:10 p.m. The motion was seconded by Ms. Shank and so ordered by Mr. Kline.

Respectfully submitted,

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David Kline, Vice-Chairman



## Agenda Report Form

### Open Session Item

**SUBJECT:** Meritus Health - Community Health Initiatives

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Maulik Joshi, Dr.P.H., President and CEO and Beth Fields Dowdell, CRNP, Director, Community Health and Outpatient Care Management, Meritus Health

**RECOMMENDED MOTION:** For information

**REPORT-IN-BRIEF:** As an independent, not for profit health system, Meritus Health is an anchor organization for the community. Annually, Meritus Health contributes over \$60 million in community benefit and was recognized for being in the top 1.5% of 2,400 not for profit hospitals nationally in terms of their benefit to the community. Meritus provides a variety of community health programs including, but not limited to, providing free transportation to people for medical appointments, providing free food, calling lonely residents through the Care Caller program, and a mobile clinic, among other programs to be highlighted. Of the over \$60 million in community benefit, over \$10 million is for free care for those who needed it.

**DISCUSSION:**

**FISCAL IMPACT:**

**CONCURRENCES:**

**ATTACHMENTS:** Slides attached.



# Meritus Health: Expert Care, Close to Home

Dedicated to Improving the  
Health of our Community





# About Meritus



- Meritus Health is the largest healthcare provider in Western Maryland, serving over 200,000 residents in the tri-state region of Western Maryland, Southern Pennsylvania, and the Eastern Panhandle of West Virginia.
- As a nonprofit, community hospital and health system, we support our neighbors by ensuring they have access to high-quality healthcare.
- Every year, Meritus proudly supports charity care and invests into our community.

# Annual Community Benefit Report

Meritus Health contributed more than **\$65M** in benefits to the community in FY2023.

Areas of Focus	Financial Support
Mission Driven Health Care Services	\$49,463,755
Charity Care	\$12,269,867
Community Health Services	\$2,060,258
Health Professions Education	\$877,639
Financial Contributions	\$431,090
Research	\$161,850
Community Benefit & Building Operations	\$32,765
<b>Total</b>	<b>\$65,297,225</b>



Meritus Health was recognized by the Lown Institute for being in the **Top 1.5%** of the most generous nonprofit hospitals in the country when it comes to providing charity care and community investment.

# Mission Driven Community Benefit Efforts

**\$10M**

## **Charity Care**

provided annually



## **Complementary Rides**

350 rides per week



## **Mobile Clinic**

1,135 visits annually



## **Crisis Center**

300+ annual admits



## **Care to Share**

Over \$100,000 in food  
donated annually



## **Care Caller Program**

142,000 minutes of calls annually  
340 participants  
95% say they are less lonely



## **Mental Health Urgent Care Walk-In Clinic**

1,000+ annual walk-ins



## Agenda Report Form

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### Open Session Item

**SUBJECT:** HCC Dental Hygiene Program – Recognizing Dental Hygiene Month

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** I would like to present to the Commissioners the success of the HCC Dental Hygiene program, the work of our clinic, the cost savings to Washington County residents who use the clinic, and the need for more citizens to use the clinic.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Zero

**CONCURRENCES:** N/A

**ATTACHMENTS:** N/A





## Agenda Report Form

### Open Session Item

**SUBJECT:** Community Organization Funding – Available Funding and Service Priority Area Allocations

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDED MOTION(S):** Move to approve the Community Organization Funding Service Priority Areas and their respective available funding amounts as presented (or amended).

**REPORT-IN-BRIEF:** During the August 27, 2024, meeting, staff presented service priority areas for the FY2026 Community Organization Funding (COF) application for approval. Staff was directed to have the COF Committee revisit the percentages. Only two members of the committee responded: one member stated to keep the percentages the same and the other suggested reducing Domestic Violence by 10% and increasing Recreation and Seniors each by 5%.

**DISCUSSION:** Historically the Board has funded six (6) service priority areas which are: Arts & Culture, Domestic Violence, Families and Children, Recreation, Seniors and Other.

Below is a table detailing the service priority areas as presented in August and what the service priority areas would be per the suggestion of one COF Committee member, as well as what the change in funding would be.

Service Priority Area	As Presented in August		Per Suggestion		Change
	Funding Available	Percent of Funds Available	Funding Available	Percent of Funds Available	
Arts & Culture	\$135,600	11.3%	\$135,600	11.3%	\$0
Domestic Violence	\$386,400	32.2%	\$266,400	22.2%	-\$120,000
Families & Children	\$494,400	41.2%	\$494,400	41.2%	\$0
Recreation	\$33,600	2.8%	\$93,600	7.8%	\$60,000
Seniors	\$136,800	11.4%	\$196,800	16.4%	\$60,000
Other	\$13,200	1.1%	\$13,200	1.1%	\$0
Total	\$1,200,000	100.0%	\$1,200,000	100.0%	

As previously agreed by the Board, the COF Committee does have the latitude to move twenty (20) percent of the approved amounts from one service priority to another, but every year the amount of funding available for a specific service priority area will return to the approved base figure as set by the Board.

On August 31, 2021, the Board voted to allow the inclusion of capital expenses as eligible costs funded through Community Organization Funding. This inclusion has not had an adverse impact upon the program and provided increased flexibility for applicants; therefore, it is recommended that the grant continue to fund both capital and operating expenses.

Historically, the COF Grant program has provided funding for an average of 30 non-profit organizations annually. The submitted applications are reviewed and scored by the Committee based upon the following scoring criteria:

<b>Criteria</b>	<b>Maximum Points</b>
1. Statement of Need	20
2. Past Performance	5
3. Organizational Capacity and Staffing Plan	20
4. Program Plan	35
5. Collaborations, Partnerships, & Coordination of Services	10
6. Budget Spread Sheet and Budget Narrative	10
<b>Maximum Score</b>	<b>100</b>

**FISCAL IMPACT:** The fiscal impact of Community Organization Funding is dependent upon funding decisions made by the Board during the annual budgetary process.

**CONCURRENCES:** N/A

**ALTERNATIVES:** The Board may amend service priorities and funding amounts and eligible expenses as deemed appropriate.

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY 2025 Program Open Space Annual Program Revision

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDED MOTION:** Move to approve a revision to the FY 2025 Program Open Space (POS) project list to include the Boonsboro Shafer Park basketball resurfacing project as recommended by the Recreation and Parks Advisory Board

**REPORT-IN-BRIEF:** As per POS guidelines, each year the Board of County Commissioners is required to adopt the annual POS Program. The Town of Boonsboro is requesting a revision to an approved FY24 POS project that would need to be added to the FY25 POS Annual Program

**DISCUSSION:** The FY24 POS Annual program included \$63,000 in POS funds for the Town of Boonsboro to resurface and convert one of the basketball courts to pickleball courts. Due to leadership changes and priorities, the Town elects to change the scope of the project to instead resurface the two existing basketball courts in Shafer Park. The Town never submitted its FY24 project to DNR and is therefore requesting that the \$63,000 in POS funds be available to use as a FY25 project to resurface the basketball courts.

The request was unanimously approved by the Recreation and Parks Board at the September 5<sup>th</sup> meeting.

**FISCAL IMPACT:** No impact to Washington County. Reallocation of available Program Open Space State funds.

**CONCURRENCES:** Boonsboro, Washington County Recreation and Parks Board.

**ALTERNATIVES:** Do not approve and retain \$63,000 in POS funds for other projects.

**ATTACHMENTS:** FY25 Annual POS Program Revision #1, FY24 Annual Program

**AUDIO/VISUAL NEEDS:**

**WASHINGTON COUNTY**  
**FY 2025 POS PROGRAM SCHEDULE**  
**REVISION #1 10-8-24**

SPONSOR	PROJECT	TOTAL PROJECT COST	LOCAL SHARE POS FUNDS	LOCAL POS SHARE %	POS ACQUISITION FUNDS	POS DEV FUNDS RECOMMENDED	PROJECT NUMBER	PERCENT OF DEV FUNDS	NOTES
<b>BOONSBORO</b>	Shafer Park - Resurface Basketball Courts	\$ 70,000.00	\$ 7,000.00	10.0%		\$ 63,000.00	7		FY24 Project scope change from pickleball to resurface basketball courts. Carry over \$63,000 in funds
		\$ 70,000.00	\$ 7,000.00		\$ -	\$ 63,000.00		10.9%	
<b>HAGERSTOWN</b>	City Park - Burnap Parking Lot Improvements	\$ 600,000.00	\$ 100,000.00	16.7%		\$ 135,000.00	1		Burnap Parking lot improves an existing condition and heavily used area in City Park and allows for parking for Art Museum Bock Oil Expansion
		\$ 600,000.00	\$ 100,000.00		\$ -	\$ 135,000.00		23.3%	
<b>HANCOCK</b>	Joseph Hancock Park - Pavilion Roof Replacement	\$ 10,965.00	\$ 1,097.00	10.0%	\$ -	\$ 9,868.00	2		Projects will help preserve existing structures and are in need of replacement. Supports Countywide effort to modernize parks. Did not receive FY24 funds.
	Widmeyer Park - Pavilion Roof Replacement	\$ 54,835.00	\$ 5,484.00	10.0%		\$ 49,351.00	2		
		\$ 65,800.00	\$ 6,581.00		\$ -	\$ 59,219.00		10.2%	
<b>KEEDYSVILLE</b>	Taylor Park - Restroom Renovation	\$ 42,000.00	\$ 4,200.00	10.0%		\$ 37,800.00	3		Project need is apparent in the condition of the facility. Supports Countywide effort to modernize parks and make ADA accessible. Did not receive FY24 funds.
		\$ 42,000.00	\$ 4,200.00		\$ -	\$ 37,800.00		6.5%	
<b>WASHINGTON COUNTY</b>	Agriculture Education Center Indoor Multipurpose Building	\$ 14,600,000.00	\$ 10,550,000.00	72.3%		\$ 210,000.00	4		Funds to support recreational flooring surfaces and equipment in the multi-use event building. Percent of funding received on par with historical average.
		\$ 14,600,000.00	\$ 10,550,000.00		\$ -	\$ 210,000.00		36.2%	
<b>WILLIAMSPORT</b>	Billy Doub Park - Restroom Facility Improvement	\$ 85,000.00	\$ 10,000.00	11.8%		\$ 75,000.00	5		Project need is apparent in the condition of the facility. Supports Countywide effort to modernize parks and make ADA accessible. Springfield acquisition is a carryover from FY24 and not a new request.
	Byron Memorial Park Acquisition - Springfield Mansion	\$ 1,105,000.00			\$ 300,000.00		6		
		\$ 1,190,000.00	\$ 10,000.00		\$ 300,000.00	\$ 75,000.00		12.9%	
<b>TOTAL</b>		\$ 16,868,619.00	\$ 10,707,863.00		\$ 300,000.00	\$ 580,019.00		100%	

<b>Total POS Program FY25 Allocation</b>		<b>\$ 686,847</b>
<b>Development Available 75%</b>		<b>\$ 515,135.25</b>
<b>Acquisition Available 25%</b>		<b>\$ 171,711.75</b>
<b>POS Acquisition Total</b>		<b>\$ 300,000.00</b>
<b>Difference</b>		<b>\$ (128,288.25)</b>
<b>POS Development Total</b>		<b>\$ 580,019.00</b>
<b>Difference</b>		<b>\$ (64,883.75)</b>
<b>Total POS Acquisition and Development</b>		<b>\$ 880,019.00</b>



**WASHINGTON COUNTY**  
**FY 2024 POS PROGRAM SCHEDULE**  
**FINAL DNR**

SPONSOR	PROJECT	PROJECT ACRES			TOTAL PROJECT COST	LOCAL SHARE POS FUNDS	LOCAL POS SHARE %	POS ACQUISITION FUNDS	POS DEV FUNDS	FEDERAL FUNDS	PROJECT NUMBER
		Existing	Ultimate	Project							
BOONSBORO	Shafer Park - Pickleball Courts	50.76	50.76	0.15	\$ 70,000.00 \$ 70,000.00	\$ 7,000.00 \$ 7,000.00	10.0%	\$ - \$ -	\$ 63,000.00 \$ 63,000.00	\$ -	1
HAGERSTOWN	Antietam Creek Waterway Trail - Creek Access Mt. Aetna Road (Add to FY21 POS \$45,000; \$315,000 total)	0.9	0.9	0.9	\$ 350,000.00 \$ 350,000.00	\$ 35,000.00 \$ 35,000.00	10.0%	\$ - \$ -	\$ 270,000.00 \$ 270,000.00	\$ -	2
SHARPSBURG	Sharpsburg Historical Park - Interpretive Plaza	0.73	0.73	0.73	\$ 411,247.00 \$ 411,247.00	\$ 41,125.00 \$ 41,125.00	10.0%	\$ - \$ -	\$ 370,122.00 \$ 370,122.00	\$ -	3
WASHINGTON COUNTY	Agriculture Education Center Indoor Multipurpose Building	82	82	4	\$ 9,600,000.00	\$ 4,500,000.00	46.9%		\$ 550,000.00	\$ -	4
	Agriculture Education Center Show Arena Floor	82	82	0.15	\$ 50,000.00	\$ 5,000.00	10.0%		\$ 45,000.00	\$ -	5
	Agriculture Education Center Recreation Field Bleachers	82	82	0.15	\$ 70,000.00	\$ 7,000.00	10.0%		\$ 63,000.00	\$ -	6
					\$ 9,720,000.00	\$ 4,512,000.00		\$ -	\$ 658,000.00		
WCPS	Williamsport Elementary School - Playground	20	20	0.5	\$ 100,000.00 \$ 100,000.00	\$ 10,000.00 \$ 10,000.00	10.0%	\$ - \$ -	\$ 90,000.00 \$ 90,000.00	\$ -	7
WILLIAMSPORT	Byron Memorial Park - Restroom Facilities Improvement	27.6	27.6	0.02	\$ 45,000.00	\$ 11,250.00	25.0%		\$ 33,750.00	\$ -	8
	Byron Memorial Park Acquisition - Springfield Mansion (Rollover FY23 POS funds)	27.6	35.5	7.9	\$ 1,105,000.00 \$ 1,150,000.00	\$ - \$ 11,250.00	0.0%	\$ 300,000.00 \$ 300,000.00	\$ 33,750.00 \$ 33,750.00	\$ -	9
UNALLOCATED	Acquisition Funding				\$ -	\$ -		\$ 178,925.25 \$ 178,925.25	\$ - \$ -	\$ -	
TOTAL					\$ 11,801,247.00	\$ 4,616,375.00		\$ 478,925.25	\$ 1,484,872.00		

Total POS Program FY24 Allocation

\$ 1,915,701  
Development Available 75% \$ 1,436,775.75  
Acquisition Available 25% \$ 478,925.25

POS Acquisition Total

\$ 478,925.25  
Difference \$ - Note \$178,925.25 is available for future acquisitions and their incidental costs

POS Development Total

\$ 1,484,872.00  
Difference \$ (48,096.25) additional funds taken from unencumbered balance

Total POS Acquisition and Development

\$ 1,963,797.25



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Sideling Hill Overlook Park Budget Adjustment

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDED MOTION:** Move to approve the budget adjustment in the amount of \$175,000 from the General CIP Reserves to the newly created Sideling Hill Overlook Park account for the renovation of the Sideling Hill Overlook.

**REPORT-IN-BRIEF:** The renovation of the Sideling Hill Overlook was discussed at previous Commissioner and Hancock Town meetings. The Overlook was originally constructed by the State but closed and included in the road conveyance to the County in 1987. The facility was reopened by the County to the public in 2015, however, no substantial investment or maintenance of the area has occurred.

**DISCUSSION:** Staff evaluated the existing conditions and received input on the desired outcome which includes but is not limited to; paving resurfacing, picnic shelter construction and new seating, drainage structure replacement, lighting, viewshed clearance, signage and landscaping. The cost estimate assumes the majority of the work will be completed by County staff and use contractors for specialized services.

Following the completion of the work, the Overlook would be managed as part of the County's Park system.

**FISCAL IMPACT:** Budget Adjustment \$175,000 General CIP Reserves 498710-30-11900 to the newly created 599999-30-11900 LDI035 Sideling Hill Overlook Park account.

There will be several thousand dollars in ongoing annual maintenance and reoccurring costs associated with the park creation that will be added to the Department's operating budget.

**CONCURRENCES:** County Administrator, Director of Engineering, CFO

**ALTERNATIVES:** Do not proceed with the budget transfer and project.

**ATTACHMENTS:** Budget Adjustment Form

**AUDIO/VISUAL NEEDS:**



# Washington County, Maryland

## Budget Adjustment Form

Form

Routing

(?)

☐ Budget Amendment

☐ Budget Transfer

Fiscal Year

2025

BOCC Approval Date (if known)

MM/DD/YYYY

Deputy Director - Finance

Signature

Preparer, if applicable

Signature

signed by Garrett, Zane M.  
9/26/2024, 4:33:19 PM

Department Head Authorization

Signature

Division Director / Elected Official Authorization

Signature

Budget & Finance Director Approval

Signature

County Administrator Approval

Signature

County Commissioners Approval

Signature

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Amount Description	Increase (Decrease) +/-
498710	30	11900	LD1035		0000	Capital Transfer - General	175,000
599999	30	11900	LD1035		CNST	Sideling Hill Overlook Park	175,000

### Explain Budget Adjustment

Funding is needed to facilitate repairs to the deteriorated Sideling Hill Overlook Park. Funding will come from General CIP Reserves.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Administrative Office of the Courts Security Funding – Approval to Accept MOU Modification of additional Grant Award

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Kristin Grossnickle, Court Administrator, Circuit Court for Washington County, Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the acceptance of additional grant funds of \$15,039.99 for a total amount of \$57,959.99 for Circuit Court security funding.

**REPORT-IN-BRIEF:** The Circuit Court was previously awarded, and a MOU between the Administration Office the Courts and the Board of County Commissioners of Washington County was approved for \$42,920.00 for the installation of ballistic protection for doors and walls for two offices in the Clerk of Court's office. The MOU has been modified with an increase of \$15,039.99 for a total of \$57,959.99 to cover the costs of the project.

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

**FISCAL IMPACT:** Provides an additional \$15,039.99, for a grand total of \$57.959.99 for Circuit Court expenses.

**CONCURRENCES:** Office of Grant Management

**ALTERNATIVES:** Deny acceptance of additional funding

**ATTACHMENTS:** N/A

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

**MEMORANDUM OF UNDERSTANDING MODIFICATION  
ADMINISTRATIVE OFFICE OF THE COURTS**

**E24-0014-25K**

Security Goods and Services for the Circuit Court for Washington County  
Modification No. 1

Effective Date of Modification: \_\_\_\_\_ Effective Date of MOU: March 18, 2024

Between the Administrative Office of the Courts (“AOC”) and the Board of County Commissioners of Washington County, Maryland, hereafter collectively known as the “Parties.”

WHEREAS, on March 18, 2024, the Board of County Commissioners of Washington County, Maryland entered into a Memorandum of Understanding (“MOU”) with the AOC to acquire security-related goods and/or services for the Circuit Court for Washington County.

WHEREAS, the Not-to-Exceed Amount (“NTE Amount”) under the original form of the MOU is \$42,920.00.

WHEREAS, now, in order to complete the security-related upgrades, additional funding is needed.

NOW THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged, the Parties agree as follows:

1. Revise Article II of the MOU, “Compensation and Method of Payment,” to:
  - a. Increase the NTE Amount under the MOU by \$15,039.99, from \$42,920.00 to \$57,959.99.
  - b. Incorporate into the MOU as Exhibit C the GCCM Corp Supplier Response for PUR-1703, submitted September 11, 2024.
2. Except as expressly modified herein, all provisions of the MOU remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have caused this Modification No. 1 to be executed by their respective duly authorized officers, agents, or officials as of the above-referenced date.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



For the Board of County Commissioners of Washington  
County, Maryland:

\_\_\_\_\_  
Date

\_\_\_\_\_  
John F. Barr  
President  
100 West Washington Street, Room 1101  
Hagerstown, MD 21740

For the Circuit Court for Washington County:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hon. Brett R. Wilson  
Administrative Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristin Grossnickle  
Court Administrator

For the Administrative Office of the Courts:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Whitney S. Williams  
Director, Department of Procurement, Contract & Grant  
Administration

Approved as to form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Stephane J. Latour  
Managing Legal Counsel



**PUR-1703**  
**GCCM Corp**  
**GCCM Corp**  
**Supplier Response**

**Event Information**

Number: PUR-1703  
Title: Bullet Resistant Barriers  
Type: Invitation to Bid  
Issue Date: 8/14/2024  
Deadline: 9/11/2024 02:00 PM (ET)

**Contact Information**

Contact: Brandi Naugle  
Address: Suite 3200  
100 West Washington Street  
Hagerstown, MD 21740  
Email: [bnaugle@washco-md.net](mailto:bnaugle@washco-md.net)

## GCCM Corp Information

Contact: Keith Crunk  
Address: 8538 Terminal rd  
Suite #Q  
Lorton, VA 22079  
Phone: (571) 642-5526  
Email: keith.crunk@gccmcorp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Keith Crunk

Signature

keith.crunk@gccmcorp.com

Email

Submitted at 9/11/2024 12:28:26 PM (ET)

## Response Attachments

### WASHCO Debarment & Suspension.pdf

WASHCO Debarment & Suspension

### WASHCO Provisions for Other Agencies.pdf

WASHCO Provisions for Other Agencies

### WASHCO BID Cover.pdf

Bid Cover Page

## Bid Attributes

### 1 General Terms and Conditions

Please download and read carefully.

☒ Please download and read carefully.

### 2 Supplemental Terms and Conditions

Please download and read carefully.

☒ Please download and read carefully.

### 3 Insurance Requirements

Please download and read carefully.

☒ Please download and read carefully.

### 4 Debarment and Suspension

Please download, read carefully and sign.

☒ Please download, read carefully and sign

### 5 Provisions for other Agencies

Please download, read carefully and sign.

☒ Please download, read carefully and sign.

6	<b>Signature to Bids</b> Please download, read carefully and sign. <input checked="" type="checkbox"/> Please download, read carefully and sign.
7	<b>Scope of Work Specification</b> Please download and read carefully. <input checked="" type="checkbox"/> Please download and read carefully.

**Bid Lines**

1	Total Lump sum: Purchase and Installation of all labor and materials to install Bullet Resistant Walls and Doors.			
	Quantity: <u>  1  </u>	UOM: <u>  Total Lump Sum  </u>	Price: <span>\$57,959.99</span>	Total: <span>\$57,959.99</span>

**Response Total: \$57,959.99**



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Rejection of Request for Proposal (PUR-1693) Event Planning Consultant / Agency

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director of Purchasing

**RECOMMENDED MOTION:** Move to take action, in the best interest of the County and to request the proposal for the Event Planning Consultant / Agency be rejected due to the proposal did not provide the requested information and request approval to re-advertise a revised document.

**REPORT-IN-BRIEF:** Notice of the Request for Proposal (RFP) was listed on the State of Maryland's "eMaryland Marketplace Advantage" (eMMA) website, on the County's website, on Euna's website, and in the local newspaper. Seventy-one (71) persons/companies registered/downloaded the quote document online and one (1) proposal was received for these services.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INGT-24-0159) Two (2) Mack Chassis/Cab Dump Trucks

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Rick Curry, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Highway Department

**RECOMMENDED MOTION:** Move to authorize by Resolution, the Highway Department to purchase two (2) 4x2 Mack dump trucks from Baltimore Truck Center, Inc. of Hagerstown, MD. The cost of each truck is \$282,250 for a total amount of \$564,500 and to utilize another jurisdiction's contract (RFP #032824) that was awarded by Soucrewell to Mack Trucks, Inc.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase two (2) dump trucks to replace vehicles that are fifteen (15) and seventeen (17) years old and exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County's replacement guidelines for vehicles greater than 33,000 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicles will be advertised on GovDeals.com for auctioning.

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 service 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 these trucks 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 Highway Department's Capital Improvement Plan (CIP) account (EQP042) in the amount of \$1,000,000.

**CONCURRENCES:** N/A

**ALTERNATIVES:**

1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
2. Do not award the purchase of the dump trucks.

**ATTACHMENTS:** Baltimore Truck Center, Inc. quote.

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

# NEW TRUCK QUOTATION

September 20, 2024

## 2026 A Mack Granite 4x2

Quantity: 2

Quotation Reference: Washington County Highway Department - 2026A Plow Spec

Prepared for: **Washington County Highway Department**

### PRICING SUMMARY

Base Selling Price **\$282,250.00**

F.R.E.T.	\$0.00
Title Tax 0.00%	\$0.00
Title Fee	\$0.00
Lien Fee	\$0.00
Tag Fee	\$0.00

**Sub-Total** **\$282,250.00**

Extended Warranties \$0.00

**Total Sale Price** **\$282,250.00**

<b>Total Price</b>	<b>2</b>	<b>Vehicles</b>	<b>\$564,500.00</b>
--------------------	----------	-----------------	---------------------

Minus Trade Value(s) \$0.00

Plus Trade Loan Payoff(s) \$0.00

Minus Customer Deposit \$0.00

**Total Due at Signing** **\$564,500.00**

Notes: 2026 A Sourcewell Pricing with J&J Dump and plow spec  
with Allison 4500RDS

#### Extended Warranties Included:

5 Yeaars / 250 Engine Plan 2

#REF!

After Treatment

Starter and Alternator

0

#### Options Included in Price:

J&J Plow Spec

0

0

0

0

0

0

0

0

0

0

0

0

Prepared by: Bill Gross



**Baltimore Truck Center, Inc.**

11715 Greencastle Pike, Hagerstown, MD 21740

Phone: (301) 733-1707

Fax: (301) 739-5016

Web: [www.BPTRUCKCENTERS.COM](http://www.BPTRUCKCENTERS.COM)

## RESOLUTION NO. RS-2024-

### *(Intergovernmental Cooperative Purchase [INTG-24-0159] Two [2] Mack Chassis/Cab Dump Trucks)*

#### 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 Highway Department is requesting to purchase two (2) 4x2 Mack dump trucks from Baltimore Truck Center, Inc., of Hagerstown, Maryland, at an individual cost of \$282,250 for a total cost of \$564,500, and to utilize another jurisdiction's contract (RFP #032824) that was awarded by Sourcewell to Mack Trucks, 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 economy 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 Highway Department is hereby authorized to purchase two (2) 4x2 Mack dump trucks from Baltimore Truck Center, Inc., of Hagerstown, Maryland, for a total cost of \$564,500, and to utilize another jurisdiction's contract (RFP #032824) that was awarded by Sourcewell to Mack Trucks, Inc.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Police Recruitment and Retention Grant – Approval to Accept Awarded Funding

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the acceptance of funding awarded under the FY25 Police Recruitment and Retention Grant Program from the Governor's Office of Crime Prevention, Youth, and Victim Services in the amount of \$46,607.00.

**REPORT-IN-BRIEF:** The Washington County Sheriff's Office has been awarded \$46,607 from the FY25 Police Recruitment and Retention (PRAR) Grant Program for the purpose of retention incentives and recruitment efforts.

**DISCUSSION:** The Police Recruitment and Retention (PRAR) Grant Program provides funding to recruit and retain qualified sworn law enforcement officers, particularly for expenses that are not covered in local budgets. The Governor's Office of Crime Prevention, Youth, and Victim Services has awarded the Washington County Sheriff's Office \$46,607 in grant funding. The program will provide deputies with a financial bonus that will assist with retention and show the deputies that the Governor's Office of Crime Prevention, Youth, and Victim Services values and appreciates the law enforcement community.

**FISCAL IMPACT:** Will provide the Washington County Sheriff's Office with \$46,607 for retention and recruitment objectives. Since the State does not pay for any fringe benefits, the employee portion of the fringe benefits will be deducted from the deputies' bonus and the County will be obligated to pay the employer portion of the fringe benefits.

**CONCURRENCES:** Kelcee Mace, CFO, Budget & Finance, Office of Grant Management

**ALTERNATIVES:** Deny acceptance of the award

**ATTACHMENTS:** N/A

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

WES MOORE  
Governor

ARUNA MILLER  
Lieutenant Governor



DOROTHY LENNIG  
Executive Director

August 22, 2024

Mr. Cody L. Miller  
Grants Manager  
Washington County Board of Commissioners  
500 Western Maryland Parkway  
Hagerstown, MD 21740

RE: PRAR-2025-0031

Dear Mr. Miller:

I am pleased to inform you that your grant application entitled, "**FY 2025 Police Recruitment and Retention Grant Program**," in the amount of \$46,607.00 has received approval under the Police Recruitment and Retention program. John F. Barr has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). A copy of the grant award letter is also included.

**It is essential**, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Prevention and Policy.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, [https://grants.goccp.maryland.gov/BLIS\\_GOCCP](https://grants.goccp.maryland.gov/BLIS_GOCCP)). Training videos and a downloadable GMS user's guide are available online at [www.goccp.maryland.gov](http://www.goccp.maryland.gov).

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

*Approved* electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Paula Fitzpatrick**) or fiscal team member (**Dana Maddox**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Quentin Jones". The signature is written in a cursive, flowing style.

Quentin Jones

Funding Manager

cc: Mr. John F. Barr





Governor's Office of Crime Prevention and Policy



Control Number:

49331

Regional Monitor:

Fitzpatrick, Paula

Fiscal Specialist:

Maddox, Dana

## Notification of Project Commencement

**Grant Award Number:** PRAR-2025-0031

**Sub-recipient:** Washington County Board of Commissioners

**Project Title:** FY 2025 Police Recruitment and Retention Grant Program

**Implementing Agency:** Washington County Sheriff's Office

**Award Period:** 07/01/2024 - 06/30/2025

CFDA: State General Fund

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

**Authorized Official:** Barr, John F. President

jbarr@washco-md.net

Washington County Board of Commissioners

County Administration Building

100 West Washington Street

Hagerstown, MD 21740-4735

301-791-3090

FAX: 301-791-3225

**Project Director:** Miller, Cody L. Grants Manager

comiller@washco-md.net

Washington County Sheriff's Office

500 Western Maryland Parkway

Hagerstown, MD 21740-5125

240-313-2867

FAX: 240-313-2105

**Fiscal Officer:** Miller, Cody L. Grants Manager

comiller@washco-md.net

Washington County Sheriff's Office

500 Western Maryland Parkway

Hagerstown, MD 21740-5125

240-313-2867

FAX: 240-313-2105

### Award Information Verification - Please initial appropriate selection(s):

PRAR-2025-0031

\_\_\_\_\_ All information on this form is correct and project will commence on time. **Project Director signs below.**

\_\_\_\_\_ The contact information for all the staff on this form is **not** correct. **You must submit a Grant Modification** that provides a justification and indicates all changes/revisions.

\_\_\_\_\_ The project will not commence within forty-five (45) days of the beginning of the award period 07/01/2024. **You must submit a Grant Modification.** Grant Modification must provide justification and indicate all changes.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Miller, Cody (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

### 2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

### 3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedojo/overview>.

### 4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

### 5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

### 7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

### 8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

### 9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at [support@goccp.freshdesk.com](mailto:support@goccp.freshdesk.com).

### 10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

### 11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.





## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

### 13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

### 14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

### 15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

### 16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

### 17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



Grant Award - General Conditions

Grant Award Number:	PRAR-2025-0031	Sub-Recipient:	Washington County Board of Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Washington County Sheriff's Office
Project Title:	FY 2025 Police Recruitment and Retention Grant Program		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
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<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.





## Grant Award - General Conditions

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<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at [support@goccp.freshdesk.com](mailto:support@goccp.freshdesk.com) and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

### 22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

### 23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

### 24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
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<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

### 26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

**PROGRAM REPORTS:** Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15  
10/01 - 12/31: reports due 01/15  
01/01 - 03/31: reports due 04/15  
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

**FINANCIAL REPORTS:** The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30  
10/01 - 12/31: reports due 01/30  
01/01 - 03/31: reports due 04/30  
04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
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<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

### 28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

### 29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

### 30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

### 31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.





## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
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### 32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

### 33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below.

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
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<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

### 35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

### 36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

### 37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

### 38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at [www.SAM.gov](http://www.SAM.gov).

### 40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

### 41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### 42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

### 43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

### 44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to [GOCPPgrants.Admin@maryland.gov](mailto:GOCPPgrants.Admin@maryland.gov).





Regional Monitor:  
Fiscal Specialist:

Fitzpatrick, Paula  
Maddox, Dana

Governor's Office of Crime Prevention and Policy

## Grant Award - Special Conditions

<b>Grant Award Number:</b>	PRAR-2025-0031	<b>Sub-Recipient:</b>	Washington County Board of Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program		

### 1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

### 2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at [www.SAM.gov](http://www.SAM.gov).

### 3 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

### 4 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

### 5 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPPYVS) may not make any grant funds available to that law enforcement agency.

- 6** If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 7** The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.



Budget Notice

Grant Award Number:

PRAR-2025-0031

Sub-recipient:

Washington County Board of Commissioners

Project Title:

FY 2025 Police Recruitment and Retention Grant Program

Implementing Agency:

Washington County Sheriff's Office

Award Period:

07/01/2024 - 06/30/2025

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$46,607.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$46,607.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Retention Incentive for 108 Deputies	Grant Funds	0	\$500.00	\$46,607.00

Other Total: \$46,607.00

Approved: 

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/20/2024





Governor's Office of Crime Prevention and Policy



Control Number:

49331

Regional Monitor:

Fitzpatrick, Paula

Fiscal Specialist:

Maddox, Dana

Submitted Date:

## Programmatic Reporting

<b>Grant Award Number:</b>	<b>PRAR-2025-0031</b>
<b>Sub-recipient:</b>	Washington County Board of Commissioners
<b>Project Title:</b>	FY 2025 Police Recruitment and Retention Grant Program
<b>Implementing Agency:</b>	Washington County Sheriff's Office
<b>Award Period:</b>	<b>07/01/2024 - 06/30/2025</b>
	CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

## Performance Measures (6)

1	Number of sworn officers who received PRAR recruitment incentives during this quarter.	
2	Number of sworn officers who received PRAR retention incentives during this quarter.	
3	Number of sworn officer vacancies at the beginning of this quarter.	
4	Number of sworn officer vacancies at the end of this quarter.	
5	Number of sworn officers who resigned during this quarter.	
6	Number of sworn officers who retired this quarter	

## Progress Report Questions (9)

1	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
2	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
3	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
4	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
5	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.

6	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
7	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
8	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.
9	Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Miller, Cody*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

PRAR-2025-0031



Governor's Office of Crime Prevention and Policy

Property Inventory Report

Grant Award Number: PRAR-2025-0031

Project Title: FY 2025 Police Recruitment and Retention Grant Program



Control Number: 49331  
Regional Monitor: Fitzpatrick, Paula  
Fiscal Specialist: Maddox, Dana

Implementing Agency: Washington County Sheriff's Office

Award Period: 07/01/2024 - 06/30/2025

EXAMPLE	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition
	Computer	Dell - PO# 124AB0510	6E040L071123ABC	00047876	05/16/10	1	650.00	650.00	100%	N	Main Office

List Invoices Separately	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition

Notes:

If there is a change in the model/version number (i.e., it is different than the stated in the Grant Award Budget), please include a justification for this change.

Additionally, if there is a change in quantity also include that reason in a justification.

Please use the same property description as indicated in the Grant Award Budget.

I certify that the above listed property is currently, and will continue to be, used for project and/or other related purposes.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Director - Miller, Cody (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_



## Agenda Report Form

### Open Session Item

**SUBJECT:** Property Acquisition at Kending Lane

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Todd Moser, Real Property Administrator; Dave Mason, Deputy Director, Division of Environmental Management - Solid Waste

**RECOMMENDED MOTION:** Move to approve the purchase of property located on Kending Lane for future Landfill operations and approve an ordinance approving said purchase and to authorize execution of the necessary documentation to finalize the acquisition; and approve a budget adjustment for this acquisition.

**REPORT-IN-BRIEF:** An agreement of sale was executed to purchase approximately 15 acres on Kending Lane for \$195,000.

**DISCUSSION:** Property was listed for \$219,000 on the open market, and County Staff negotiated a price of \$195,000 to purchase the property. The land will be used for future organic composting or other ancillary uses.

**FISCAL IMPACT:** Operating Reserves

**CONCURRENCES:** N/A

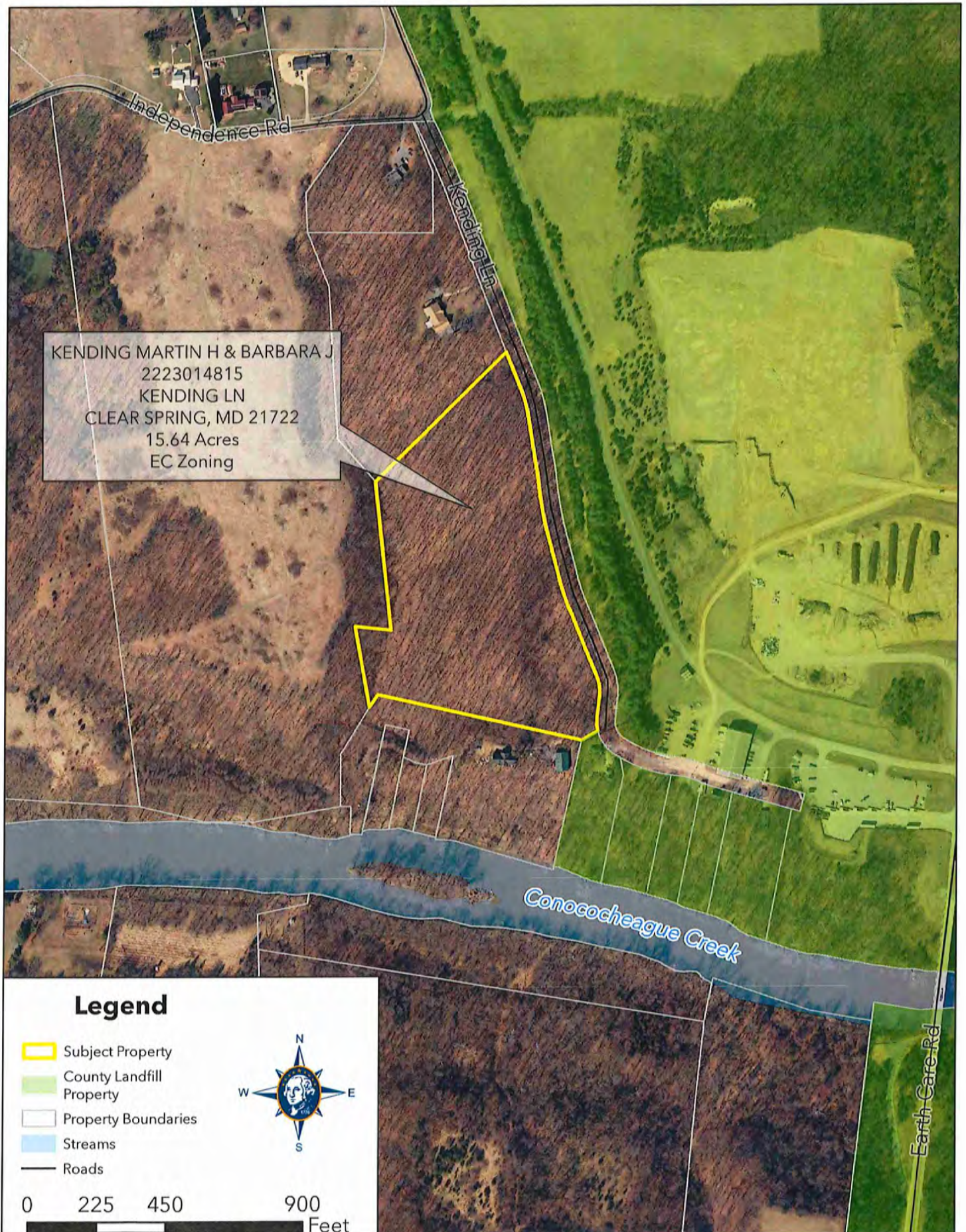
**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial map, Ordinance, Agreement of Sale

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



# KENDING LANE PROPERTY FOR SALE





ORDINANCE NO. ORD-2024-

**AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY**

*(Kending Lane, Washington County, Maryland)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase certain real property identified on the attached Schedule A (the "Property") to be used for public purposes.
2. The County approved the purchase of the Property on October 15, 2024.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Property are not to be expended from the General Fund of the County.
4. The purchase of the Property is needed for a public purpose.

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

ADOPTED this \_\_\_\_ day of October, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

\_\_\_\_\_  
Zachary Kieffer  
County Attorney

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

## SCHEDULE A--DESCRIPTION OF PROPERTY

All that lot or parcel of land, together with the improvements thereon, if any, and all rights, ways, alleys, privileges and appurtenances thereunto belonging or in anywise appertaining, situate along the South side of Independence Road approximately 1.4 miles Eastward from its intersection with Rockdale Road, in Election District No. 23, Washington County, Maryland, and being more particularly described according to a survey made by Frederick, Seibert & Associates, Inc., dated March 8, 1988, as follows:

Beginning at a point in the centerline of Independence Road, said point being located South 86 degrees 47 minutes West 18.13 feet from the end of the seventh (or South 22 degrees 47 minutes East 461.57 feet) line of a deed from Wendell L. Lund, Personal Representative to Wendell L. Lund, by deed dated November 24, 1980, and recorded in Liber 710, folio 396, among the Land Records of Washington County, Maryland, thence leaving said road running with an existing fenceline South 22 degrees 47 minutes 40 seconds East 801.23 feet to a corner fencepost, thence South 18 degrees 52 minutes 48 seconds East 222.63 feet to a corner fencepost, thence South 12 degrees 16 minutes 48 seconds East 110.42 feet to a corner fencepost, thence South 10 degrees 29 minutes 20 seconds East 216.08 feet to a corner fencepost, thence South 14 degrees 21 minutes 32 seconds East 150.57 feet to a corner fencepost, thence South 19 degrees 21 minutes 54 seconds East 240.07 feet to a corner fencepost, thence South 21 degrees 33 minutes 45 seconds East 162.99 feet to a corner fencepost, thence South 18 degrees 45 minutes 03 seconds East 95.45 feet to a corner fencepost, thence South 26 degrees 44 minutes 02 seconds West 119.79 feet to a fencepost, thence South 57 degrees 26 minutes 44 seconds West 64.51 feet to a fencepost, thence along lands now or formerly of Cora V. Grove North 78 degrees 08 minutes 45 seconds West 687.87 feet to a point, thence South 33 degrees 03 minutes 34 seconds West 48.16 feet to an iron pin thence along lands now or formerly of Henry McMullen (Liber 322, folio 14) North 11 degrees 25 minutes 22 seconds West 266.38 feet to an iron pin, thence South 84 degrees 48 minutes 01 second East 120.10 feet to an iron pin, thence North 7 degrees 20 minutes 32 seconds West 486.82 feet to a corner blazed tree, thence along the boundaries of Lot 2 of Independence Woods North 44 degrees 43 minutes 49 seconds East 622.74 feet to an iron pin, thence North 22 degrees 47 minutes 40 seconds West 810.12 feet to a point in the centerline of Independence Road, thence with said road North 86 degrees 47 minutes East 26.53 feet to the place of beginning; containing 15.64 acres of land, more or less.

Said land being all of Lot 3 on a plat of subdivision for Lots 1, 2, and 3 of Independence Woods and recorded in plat folio 2384, among the Land Records. Said land is conveyed subject to and together with the restrictions and conditions shown thereon as well as to any and all other easements or rights of way record applicable thereto. Said land being subject to a 28-foot wide right of way over the existing private land and being further shown and described on the recorded plat.

Said land further being all that lot or parcel of land conveyed by Martin H. Kending to Martin H. and Barbara J. Kending, husband and wife, by Deed dated June 4, 2002, and recorded at Liber 1794, folio 689, among the Land Records for Washington County, Maryland.

## AGREEMENT OF SALE OF REAL PROPERTY

THIS AGREEMENT OF SALE (*Agreement*) is made this 19<sup>th</sup> day of August, 2024, by and between Martin H. and Barbara J. Kending (collectively referred to as *Seller*), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (*Buyer*).

1. Property. The Seller hereby agrees to sell and the Buyer agrees to purchase, at the price and upon the terms and conditions hereinafter set forth, all that tract of land commonly known as Kending Lane, Clear Spring, Washington County, Maryland, and more fully described in Exhibit A attached hereto, together with all easements, hereditaments, and appurtenances thereto belonging or inuring to the benefit of, and together with all appliances and fixtures located therein as of the date of this Agreement (*Property*). Subject to the Buyer's ratification of the sale and purchase of said Property during an open session of a regular meeting of the Buyer, the Seller shall convey said Property to Buyer upon settlement in accordance with this Agreement.

2. Purchase Price. The purchase price for the Property is One Hundred Ninety-Five Thousand Dollars (\$195,000.00). The full purchase price, less any Deposit Amount paid, shall be paid to Seller in cash or by certified check or wired funds at Closing. Buyer's obligation to purchase the Property is not contingent upon Buyer obtaining financing in the form of a loan secured by the Property or any other form of financing.

3. Deposit Amount. Buyer shall pay a deposit of Five Thousand Dollars (\$5,000.00), which amount shall be held in escrow by Chris Joliet, Esquire (*Escrow Agent*), in a non-interest bearing account, pending settlement (*Deposit Amount*). The Deposit Amount shall be refundable if Buyer terminates this Agreement in accordance with any provision of this Agreement but will otherwise be non-refundable.

4. Seller's Representations. Seller makes no representations or warranties regarding the condition of the Property. Seller makes no representations or warranties as to the working condition of any mechanicals, items, or fixtures which convey with the Property. Buyer specifically acknowledges that purchase of the Property and all fixtures and the like is in "AS IS, WHERE IS" condition, subject to the Buyer's right to terminate as set forth below.



5. Termination of the Agreement. This Agreement shall terminate upon the occurrence of any of the following:

(a) The election by either party to terminate the Agreement as provided herein;

(b) The failure of the Buyer to approve conveyance of the Property if required by law, including the Buyer's failure to ratify conveyance of the Property in accordance with the provisions of Paragraph 1; or

(c) Seller authorizes Buyer to obtain, at Buyer's expense within ninety (90) days from the date of the full execution of this Agreement by the parties (*Study Period*), any and all inspections and/or survey(s) of the Property which Buyer desires in connection with the transaction; however, Buyer specifically acknowledges that purchase of the Property and all fixtures and the like is in "AS IS, WHERE IS" condition, regardless of the result of such inspection(s) and/or survey(s). In the event that Buyer is dissatisfied with the results of any inspection(s) and/or survey(s) obtained pursuant to this Section, Buyer shall give notice to Seller in writing, within ten (10) days from the date of the Buyer's receipt of any inspection results or reports created as a result of Buyer's inspection or survey, that the Buyer intends to terminate this Agreement in accordance with applicable provisions thereof. If Buyer fails to have such inspection(s) and/or survey(s) performed or fails to submit written notice to Seller within the time period specified, Buyer will have no right thereafter to terminate this Agreement pursuant to the provisions of this subparagraph (c) and this Agreement will remain in full force and effect.

Upon termination pursuant to any sub-paragraph of this Section, the Deposit Amount shall be immediately returned to Buyer. All other obligations of the parties hereunder shall cease and be released, except those obligations that specifically survive Closing or the termination of this Agreement.

6. Closing.

(a) Unless this Agreement has been terminated as provided herein, Closing shall occur at the office of Escrow Agent on a date and at a time designated by Buyer at least ten (10) days prior to Closing, any date on or before thirty (30) days from the last day of the Study Period. At Closing, the Seller shall deliver to the Buyer the following documents upon payment by Buyer to Seller of the balance of the purchase price:

(1) A deed to the Property, containing covenants of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee

simple title to the Property, free of any liens or other monetary encumbrances;  
and

(2) Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

(b) Buyer is solely responsible for all closing costs, other than the fees and expenses of Seller's counsel.

(c) Possession of the Property shall be given to Buyer at the time of Closing.

7. Miscellaneous Adjustments and Prorations. The following adjustments and prorations shall be adjusted between the parties on the day of Closing. The provisions of this Section shall survive the Closing and the delivery of the deed and any bill of sale.

(a) All utilities, if any, shall be adjusted and apportioned as of the day of Closing.

(b) All taxes, general or special, and all other public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the day of Closing, whether or not assessments have been levied as of that date.

(c) If any portion of the transaction is taxable, any documentary stamps and state and county transfer and recordation taxes, including agricultural transfer taxes, if applicable, relating to the conveyance of the Property to the Buyer, shall be paid one-half by the Buyer and one-half by the Seller.

(d) The Buyer shall be responsible for settlement costs, including preparation of the Deed and title insurance if desired by Buyer (but excluding Seller's attorneys' fees and expenses).

8. Real Estate Commission. The Seller is solely responsible for any real estate commissions arising out of this transaction.

9. Title Report.

(a) Within the Study Period, Buyer shall obtain, at Buyer's expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Seller within the Study Period listing any title exception that is not acceptable to Buyer (*Title Defect*). If Buyer shall fail to provide such notice to Seller

within the Study Period, Buyer shall be considered to have waived Buyer's right to object to the Title Defect. Seller shall have ten (10) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Agreement. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the ten (10) day period; otherwise, Seller shall be deemed to have elected not to cure or remove the Title Defect.

(b) If Seller elects not to cure or remove any Title Defect, Buyer may, within two (2) business days after the earlier of (i) the expiration of the ten (10)-day period referenced in sub-paragraph (a) of this Section 9 or (ii) the date Seller elects in writing not to cure or remove any Title Defect, within which to terminate this Agreement, in which event, the Deposit Amount shall be immediately returned to Buyer, whereupon this Agreement shall become null and void and of no further force; otherwise, Buyer shall be deemed to have waived such Title Defect and shall no longer have any right to terminate this Agreement pursuant to this sub-paragraph.

(c) If Seller elects to cure or remove any Title Defect, Seller shall do so prior to, and as a condition precedent to, Buyer's obligation to consummate Closing. From the date of this Agreement until the earlier of termination of this Agreement or Closing, Seller shall not cause or allow any lien, claim, encumbrance, or other matter of title that adversely affects title to the Property to be granted, created, established, or attached to the Property by any action or inaction of Seller or anyone other than Buyer claiming by, through, or under Seller.

10. Damage to or Taking of Property Prior to Closing. The risk of any loss or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to Closing shall be borne by Seller.

(a) In the event of any damage to or loss of the Property or any portion thereof by accident, tort, criminal act, or other casualty from the date of this Agreement to the moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at Buyer's sole and absolute discretion. In such event, the Deposit Amount shall be immediately returned to Buyer.

(b) In the event that there is a threatened taking of any portion of the Property by eminent domain from the date of this Agreement to the moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at Buyer's sole and absolute discretion. In such event, the Deposit Amount shall be immediately returned to Buyer.

(c) If this Agreement is not terminated by the Buyer pursuant to the provisions of sub-paragraphs (a) or (b) above, then this Agreement shall remain in full force and effect; and at Closing the Seller shall assign all its right, title, and interest in and to any insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

11. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain the Deposit Amount paid hereunder as liquidated damages and not as a penalty; and upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Agreement which survive its termination.

12. Seller's Default. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof by Seller, then Buyer may, at Buyer's option, (a) terminate this Agreement and receive the Deposit Amount or (b) compel specific performance of this Agreement by Seller.

13. Environmental Matters. To the best of Seller's knowledge, there are no Hazardous Materials (as defined in Section 14 (Definition of Hazardous Materials)) on the Property. Nor, to the best of Seller's knowledge are there any complaints, allegations, citations or investigations open or pending, concerning the compliance of Seller, or any previous owner of the Property, with federal, State, or local laws and regulations regarding Hazardous Materials.

14. Definition of Hazardous Materials. Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by Section 4-401(h) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by Section 7-201(1) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section; (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.



15. Survival. The provisions of Sections 13 and 14 shall survive Closing hereunder.

16. Seller's Agency. Seller's agent is Laurel Walker of Glocker Group (collectively, *Seller's Agent*), with an address of 17339 Virginia Avenue, Hagerstown, MD 21740.

17. Notice. Any notice required to be given to a party under this Agreement shall be by hand delivery to the party, or by United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To Buyer:

Office of the County Administrator  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740

And

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

To Seller:

Martin H. and Barbara J. Kending  
1405 W. Church Street  
Hagerstown, MD 21740

The date of notice shall be the date of hand delivery or the actual date of receipt as evidenced by the return receipt.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy, or digital reproduction of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

20. Entire Agreement; Modification. This Agreement and the materials incorporated herein by reference constitute the entire agreement between the parties. There are no

promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the parties.

21. Laws of Maryland. Regardless of the location of any party when the party executes this Agreement, it shall be deemed to have been made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland without regard to conflict of laws principles.

22. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby; and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

23. Waiver. Neither party's waiver of the other's breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

24. Survival. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or other termination of this Agreement for a period of one hundred eighty (180) days.

25. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party, except that Buyer may assign this Agreement, without Seller's consent but with notice to Seller, to an entity in which Buyer has an interest. Any assignment or attempted assignment made in violation of this Section will be null and void and of no legal effect.

26. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed as of the day and year first written above.

ATTEST:

Misty Koontz

SELLER:

Martin H. Kending  
Martin H. Kending

ATTEST:

Misty Koontz

SELLER:

Barbara J. Kending  
Barbara J. Kending

WITNESS:

BUYER:

BOARD OF COUNTY  
COMMISSIONERS OF  
WASHINGTON COUNTY,  
MARYLAND

Dawn L. Marcus  
Dawn L. Marcus,  
County Clerk.

John F. Barr  
John F. Barr  
President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of August, 2024, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Martin H. Kending, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within and foregoing instrument to be his voluntary act and deed, and he did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of August, 2024.

My commission expires: 9/15/2025

Misty Koontz  
Notary Public





STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of August, 2024, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barbara J. Kending, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within and foregoing instrument to be her voluntary act and deed, and she did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of August, 2024.

My commission expires: 9/15/2025

Misty Koontz  
Notary Public

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 22 day of August, 2024, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr and he acknowledged the foregoing instrument to be his act and deed on behalf of the Board of County Commissioners of Washington County, Maryland, and he did further certify that he is duly authorized to make this acknowledgment on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this 22 day of August, 2024.

My commission expires: 10/6/2027

Carla H. Brooks  
Notary Public

Recommended for approval by  
the County:

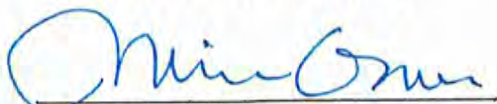
Todd Moser

Todd Moser  
Real Property Administrator





Approved and authorized  
for execution by the County:



Michelle Gordon  
County Administrator

Approved as to form and legal  
sufficiency for execution by the County:



Zachary J. Kieffer  
County Attorney

## EXHIBIT A

All that lot or parcel of land, together with the improvements thereon, if any, and all rights, ways, alleys, privileges and appurtenances thereunto belonging or in anywise appertaining, situate along the South side of Independence Road approximately 1.4 miles Eastward from its intersection with Rockdale Road, in Election District No. 23, Washington County, Maryland, and being more particularly described according to a survey made by Frederick, Seibert & Associates, Inc., dated March 8, 1988, as follows:

Beginning at a point in the centerline of Independence Road, said point being located South 86 degrees 47 minutes West 18.13 feet from the end of the seventh (or South 22 degrees 47 minutes East 461.57 feet) line of a deed from Wendell L. Lund, Personal Representative to Wendell L. Lund, by deed dated November 24, 1980, and recorded in Liber 710, folio 396, among the Land Records of Washington County, Maryland, thence leaving said road running with an existing fenceline South 22 degrees 47 minutes 40 seconds East 801.23 feet to a corner fencepost, thence South 18 degrees 52 minutes 48 seconds East 222.63 feet to a corner fencepost, thence South 12 degrees 16 minutes 48 seconds East 110.42 feet to a corner fencepost, thence South 10 degrees 29 minutes 20 seconds East 216.08 feet to a corner fencepost, thence South 14 degrees 21 minutes 32 seconds East 150.57 feet to a corner fencepost, thence South 19 degrees 21 minutes 54 seconds East 240.07 feet to a corner fencepost, thence South 21 degrees 33 minutes 45 seconds East 162.99 feet to a corner fencepost, thence South 18 degrees 45 minutes 03 seconds East 95.45 feet to a corner fencepost, thence South 26 degrees 44 minutes 02 seconds West 119.79 feet to a fencepost, thence South 57 degrees 26 minutes 44 seconds West 64.51 feet to a fencepost, thence along lands now or formerly of Cora V. Grove North 78 degrees 08 minutes 45 seconds West 687.87 feet to a point, thence South 33 degrees 03 minutes 34 seconds West 48.16 feet to an iron pin thence along lands now or formerly of Henry McMullen (Liber 322, folio 14) North 11 degrees 25 minutes 22 seconds West 266.38 feet to an iron pin, thence South 84 degrees 48 minutes 01 second East 120.10 feet to an iron pin, thence North 7 degrees 20 minutes 32 seconds West 486.82 feet to a corner blazed tree, thence along the boundaries of Lot 2 of Independence Woods North 44 degrees 43 minutes 49 seconds East 622.74 feet to an iron pin, thence North 22 degrees 47 minutes 40 seconds West 810.12 feet to a point in the centerline of Independence Road, thence with said road North 86 degrees 47 minutes East 26.53 feet to the place of beginning; containing 15.64 acres of land, more or less.

Said land being all of Lot 3 on a plat of subdivision for Lots 1, 2, and 3 of Independence Woods and recorded in plat folio 2384, among the Land Records. Said

land is conveyed subject to and together with the restrictions and conditions shown thereon as well as to any and all other easements or rights of way record applicable thereto. Said land being subject to a 28-foot wide right of way over the existing private land and being further shown and described on the recorded plat.

Said land further being all that lot or parcel of land conveyed by Martin H. Kending to Martin H. and Barbara J. Kending, husband and wife, by Deed dated June 4, 2002, and recorded at Liber 1794, folio 689, among the Land Records for Washington County, Maryland.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Sandy Hook Water Supply Agreement

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDATION:** Move to approve the attached Sandy Hook Water Supply Agreement.

**REPORT-IN-BRIEF:** The County and City of Brunswick have agreed to enter into an agreement for Brunswick to supply water to Sandy Hook community.

**DISCUSSION:** The County approached the City of Brunswick to see if the City would be willing to supply drinking water to the community of Sandy Hook if the output of the existing wells fell below the demand. The City of Brunswick reviewed our request and responded that they would be willing to supply drinking water to the community of Sandy Hook. Brunswick and County staff then proceeded to work together on preparing an agreement that outlined the responsibilities of each party. The agreement is attached for your review and consideration.

**FISCAL IMPACT:** NA

**CONCURRENCES:** County Attorney, City of Brunswick

**ALTERNATIVES:** NA

**ATTACHMENTS:** Sandy Hook Water Supply Agreement

**AUDIO/VISUAL NEEDS:** NA



# **SANDY HOOK WATER SUPPLY AGREEMENT**

BETWEEN

THE BOARD OF COUNTY  
COMMISSIONERS OF  
WASHINGTON COUNTY,  
MARYLAND

AND

MAYOR AND COUNCIL  
OF BRUNSWICK

**PWSID# 0210019**

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**THE SANDY HOOK WATER SUPPLY AGREEMENT (“SHWSA” or “Agreement”)** executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body politic and corporate of the State of Maryland, hereinafter called the "County", and **MAYOR AND COUNCIL OF BRUNSWICK**, a municipal corporation located within Frederick County, hereinafter called the "City", witness the following:

### RECITALS

This Sandy Hook Water Supply Agreement (SHWSA) contains the terms under which the County shall obtain a permanent water supply from the City's water supply system, which the County shall use to supply Sandy Hook water service area, (PWSID# 0210019), as shown in Exhibit A, attached.

In accordance with Washington County Water and Sewer Plan, Chapter 1 (B) Goals, 1, “To protect for the health, safety and welfare of the people of Washington County, by providing acceptable and adequate water supply and sanitary sewage facilities to all areas of the County”. The County may acquire, construct, operate, and maintain such water, sewerage, drainage and solid waste systems as it deems to be in the public interest, the County may cause surveys, plans, specifications, and estimates to be made for such systems.

When the County has exhausted all alternative water sources and MDE has provided the County and the City notice that the County supply does not meet the demand for the Sandy Hook water service area (PWSID# 0210019) the City will agree to reserve specific water system infrastructure capacity to ensure an adequate and safe supply of water to the County, so that the County can adequately supply existing properties in the Sandy Hook water service area (PWSID# 0210019), The specific infrastructure capacity to be reserved by the City for this purpose is detailed in Sections 5 and 9 of this Agreement.

With the City's approval, the County's engineering consultant shall prepare specifications and drawings for a water line installation project, which will effectively install a water distribution system located within Sandy Hook (the "Project") between the existing Sandy Hook water distribution systems and the City of Brunswick water distribution system located along Keep Tryst Road. The County shall be the responsible owner of all new distribution lines from the master meter vault to the existing Sandy Hook distribution system. The County shall also be responsible to revise the current PWSID# 0210019 to include the additional infrastructure to the system. The City shall review & approve these engineering plans and the County shall secure bids and financing for the Project. By executing this Agreement, the City authorizes the County to award the construction contract(s), at such a time agreed upon by the City and the County, which shall result in the improvement of the existing water distribution system in Sandy Hook, which is currently under the County's control.

The construction contract(s) for the Project will establish a new water system connection between the City's water system and the County-owned Sandy Hook water distribution system, to a City water line located along Keep Tryst Road.

This SHWSA, among other things, requires the County to own and operate the new water distribution system that serves the Sandy Hook water service area. This Agreement requires the City to provide to the County, the necessary infrastructure capacity (to the extent under City's control, as directly related to "**City Infrastructure**", defined in Section 7, below) needed to supply the County's (new) Sandy Hook water service area. The County shall be required to purchase or pay any fees to the City for the water system infrastructure capacity, a deposit to reserve the needed capacity, a maintenance fee on the Yourtee Spring main line, and all usage fees as described in Section 15 of this Agreement. With certain capacity limitations, the City shall provide the necessary "Source, Treatment, Conveyance, and Storage" capacity as detailed in Section 5 of this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and burdens which inure to each, the parties agree as follows:

**1. RECITALS INCORPORATED**

The Recitals set forth above are incorporated herein by reference and are a part of this SHWSA.

**2. SANDY HOOK WATER SUPPLY AGREEMENT ("SHWSA")**

The terms of this Agreement are established recognizing certain commitments made in the Sandy Hook Water Supply Agreement (SHWSA) between the County and the City of Brunswick. These commitments are for a permanent water supply for up to 123 equivalent dwelling units located in the County's Sandy Hook water service area (the "Distribution System").

The City shall reserve adequate water system infrastructure capacity to ensure that the Sandy Hook water distribution system, at the point of interconnection with City's water system, can withdraw the unit volume of water, as in Section 9 of this Agreement to provide the water supply capacity identified in Section 14 of this Agreement.

**3. WATER APPROPRIATION AND USE PERMITS**

To the extent permitted by applicable law and regulations, the City shall continuously maintain their existing and, to the extent they may be required, any future Water Appropriation and Use Permits (WAUP) issued by the State of Maryland, which are necessary to ensure it can legally withdraw and use waters of the State to supply its obligations under this Agreement. If necessary, to justify existing and future water appropriations, the City shall include in future WAUP applications and/or permit renewals detailed information on the capacity reserved for the County's Sandy Hook water service area, provided for in this Agreement. Should a reduction in the City's WAUP be proposed by the State of Maryland, the City shall promptly notify the County and they will jointly appeal any reduction that could impact the adequacy of water for the County's Sandy Hook water service area.



#### **4. SOURCE, TREATMENT, CONVEYANCE AND STORAGE CAPACITY**

The water supply system infrastructure capacity provided by the City under this Agreement shall be finite and specifically reserved for use by the County within the County's Sandy Hook water service area. However, the County may, consistent with applicable Maryland law and regulations and subject to a specific need to address a public health hazard caused by a contaminated or failed well on private property, located outside of and not currently served by the County's current Sandy Hook water service area, with the City's prior written approval, allow the extension of water lines to those properties as shown in Exhibit A, attached, to serve such properties from the County's Sandy Hook water distribution system.

The City and County, to the extent such models exists, shall continually update their respective water distribution system hydraulic models and allocation programs to ensure that the infrastructure, which is necessary to provide this water capacity, is available and not unreasonably impacted by changes to, or greater demands placed on, their respective water supply systems.

#### **5. WATER SUPPLY CAPACITY**

The water system infrastructure capacity provided by the City under this Agreement and specifically detailed below, except for system capacity needed to address public health issues resulting from a contaminated or failed well on private property located outside of the County's Sandy Hook water service area, is provided to the County, and by extension, the properties within the Sandy Hook water service area, at prevailing City capacity and usage rates for out of City service, with the understanding that it is to be used solely for the properties located in the County's Sandy Hook water service, area as shown in Exhibit A and specifically identified in Exhibit B, attached.

The City shall reserve and ensure that adequate water system infrastructure capacity, including source, treatment, conveyance and storage capacity is reserved to the County for the Sandy Hook water service area. The City shall set aside and provide to the County water system capacity to serve a maximum of 123 "Equivalent Dwelling Units" (EDU), which may be served from the Sandy Hook water distribution system or service laterals owned by the County, connected to a City water line, to serve properties that are located either within Sandy Hook water service area, or specific properties outside of Sandy Hook in the County as shown in Exhibit A. This capacity reserved for the County's Sandy Hook water service area shall be based on 250 "Gallons Per Day" (GPD) average annual daily demand per EDU, with a maximum daily demand capacity per EDU, exclusive of fire protection, of 400 GPD.

The capacity for the 123 EDU includes a reserve of 28 EDU for capacity that the County may need to address public health issues resulting from a contaminated or failed well on private property located outside of the County's Sandy Hook water service area not currently served. To secure capacity for this reserve, the County will be required to pay the City's prevailing (City of Brunswick Water System) capacity fee, which is levied by the City for properties within the City. The County shall pay these fees at the time the County connects to the City distribution system. The County will notify the City in writing before any connection or a line extension to serve properties in

reserve as shown in Exhibit A is permitted.

## **6. CHANGES IN REGULATIONS**

The City and the County understand that changes in State and Federal regulations that control or regulate public water supplies may necessitate future improvements to the City's Water Treatment Plant. In such cases, the City and County agree to work collectively to resolve issues that may affect the City's ability to maintain the level of service to the Sandy Hook water service area.

## **7. OWNERSHIP OF INFRASTRUCTURE**

The City shall own and operate the Brunswick water system infrastructure necessary to withdraw, treat, convey, and store water from its source to the County's Sandy Hook water distribution system connections at the vault and master meter, shown in Exhibit C (the "**City Infrastructure**"). The County shall be the sole owner of all water distribution system infrastructure located within the Sandy Hook water service area from the vault to the current Sandy Hook distribution system. The County shall convey the master meter and vault along with any necessary maintenance easement around the infrastructure to the City upon final acceptance.

## **8. CONTINGENCIES**

The City's obligation to supply water to the County in the quantities identified in this Agreement is contingent upon: (1) the continued validity of the WAUP issued by the Maryland Department of the Environment ("MDE") allowing the City to withdraw and use at least 1,500,000 MGD as a maximum daily basis (1,000,000 MGD as an Annual Average Basis) from the Potomac River and the City's Yourtee Spring, which authorizes an additional 350,000 GPD average and 500,000 GPD maximum; (2) the issuance and continued validity of any permits necessary to operate the City's Water Treatment Plant; (3) continued payment by the County of the charges detailed in Section 15 and 16 for purchase of water to serve the Sandy Hook water service area. (4) The construction of a 100,000 gal water storage tank at the Yourtee Spring treatment facility is completed and operational.

## **9. WATER SUPPLY CONDITIONS**

The water system capacity to be provided by the City under this Agreement and supplied through the City's approved interconnection point is based on the average daily and maximum daily flow per EDU (See Section 14, Table 1). To ensure that the delivery of water at this point of connection remains adequate, the City and County may create or update the hydraulic models of their respective water systems and make any necessary improvements to their water systems to maintain the specified volume at the prescribed hydraulic gradients needed for the correct operation of their respective water systems. Improvements to the respective individual water systems shall be at the sole expense of the owner of the respective infrastructure. The City will use commercially reasonable efforts to supply water to the County's Sandy Hook water service area so that the average daily and maximum daily flow per EDU shown in Section 14, Table 1 are available at the master meter interconnection point along Keep Tryst Road. The City shall set the following

withdraw limits from the system:

from 5:00am to 10:00pm maximum withdraw 30 to 50 gpm

from 10:00pm to 5:00 am maximum withdraw 75 to 100 gpm

The County shall exhaust their daily water production capabilities and consider the City of Brunswick only as a supplement to the daily demand of the Sandy Hook service area.

## **10. CONTINUITY OF SERVICE**

The City will make reasonable efforts to operate and maintain City Infrastructure in the normal course, to ensure a continuous supply of water to the County's Sandy Hook water service area at the minimum volumes detailed in this Agreement, as may be amended from time to time based on updated hydraulic modeling by the City and County as provided in Section 9 above. Except in cases of system emergencies, if the City determines that an interruption or reduction in the supply is necessary in order to troubleshoot, repair or install equipment or to complete inspections, replacements, investigations, or perform other maintenance work on the City's water system, the City shall provide the County with written notice at least 48 hours in advance of any supply interruption or reduction, the reason therefore, and the probable duration of service outage (the “**Notice**”). Once notice has been provided, the City and County shall work jointly to either eliminate the need for the interruption or reduce the duration of the outage, however nothing herein shall prohibit City from proceeding with interruption or reduction after sending the Notice.

In cases of distribution system emergencies, which necessitate the shutdown of the City's water supply lines that supply the County's Sandy Hook water service area, the City shall promptly notify the County of the problem and to the extent possible, reduce or limit the impact of the shutdown by immediately completing any necessary repairs.

In the event of a regional water supply emergency, including water shortages, that affect the City's water supply system, the City and County shall cooperate to the fullest extent possible to maintain the supply integrity of the Sandy Hook water service area consistent with overall conditions existing at the time, including but not limited to, water supply service to other affected areas. Should such emergencies require restrictions on the delivery or use of water, the City and County shall coordinate and cooperate fully to take appropriate action, including any required legislative action, to authorize the implementation of water use restrictions as well as any necessary enforcement action to ensure customer or user compliance with the restrictions.

## **11. EMERGENCY CONDITIONS (RESULTING IN INCREASED WATER SUPPLY)**

The County may for short periods of time (typically 24-48 hours or less) receive water over the maximum daily amount identified in this Agreement to accommodate emergency situations, subject to the City's supply availability and conveyance capacity. Examples of such emergencies include, but are not limited to, 1) water main breaks; 2) fires or public safety emergencies that result in high water use on the County's Sandy Hook water service area; 3) periodic fire hydrant flushing; and 4) special water distribution system maintenance that requires higher than normal flows. The County shall, to the extent possible, coordinate with the City regarding all routine uses of water in excess of the amounts shown in Table 2 of Section 14 of this Agreement. Routine flushing schedules shall be coordinated between the County and the City staff.

## **12. WATER QUALITY**

The water delivered under this Agreement by the City shall comply with all applicable provisions of the State and Federal law governing drinking water quality. However, the County and City understand that deviations from these drinking water regulations, albeit rare, can occur and require a coordinated response and public notification. When such events occur, the County and City will work cooperatively to insure that customers are properly informed of any drinking water excursions or other violation of the Safe Drinking Water Act (SDWA).

The Sandy Hook water service area is considered a "consecutive" water system. The County has limited control over the quality of water, provided by the City, which enters the Sandy Hook water service area. Since certain chemical concentrations can increase, sometimes significantly, from the consecutive system entry point through the distribution system, consecutive systems may at times have difficulty meeting certain Safe Drinking Water Act (SDWA) Maximum Contaminate Levels (MCL); in particular, the Stage 2 Disinfection Byproducts Regulation (DBPR) MCL for Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5). The presence of these chemicals in concentrations above the MCL may necessitate certain treatment and/or operational changes at the City's water treatment plant and/or its water distribution system, including the City's water storage facilities, to ensure that water distributed through the County's Sandy Hook water system is compliant with Federal and State regulations. The County, to the extent possible under the pipeline installation Project, shall incorporate certain design considerations to address this potential problem, including: 1) connecting the new Sandy Hook water service area to a dedicated transmission line; 2) replacement of the existing deteriorating water mains and utility laterals; 3) incorporating flushing devices on the new Sandy Hook water distribution system; and 4) perform routine testing on the Sandy Hook water distribution system. 5) Maintain adequate chlorine residuals in order to protect the water from microbiological contamination, reduce bacterial growth and biofilm formation.

Currently, the Stage 2 DBPR does not require "wholesale" systems (City) to make treatment or operational modifications necessary to reduce DBP concentrations in their consecutive systems, as long as the wholesale system meets the MCLs within its own distribution system. However, under this Agreement, the City shall have the primary responsibility to address these particular types of water quality issues, which are beyond the control of the County and can be managed by changes in the City's water treatment, transmission/distribution, or storage infrastructure design and operation. It is understood by the City that the resolution of these types of water quality problems may require capital improvements and or operational changes to the City's water system.

To ensure compliance with State and Federal water sampling requirements, the County and the City shall coordinate the development and execution of water quality sampling plans.

The inability of the City to deliver water that continuously meets Federal and State water quality requirements shall not be considered a breach of this Agreement nor shall it relieve the County from its obligations to purchase water from the City contained in Section 16 of this Agreement.



### 13. METERING AND FLOW REGULATION

The City shall own and maintain the appropriate master compound metering device to measure the water flowing from the City's water supply system into the County's Sandy Hook water service area at the designated connection point.

There shall be one metering point that will be used to account for the amount of water that the City sells to the County for use in the Sandy Hook water service area. The metering point shall include a master compound meter, vault, back flow prevention, and necessary maintenance easements at the main connection point along Keep Tryst Road. The metering point is shown in detail in Exhibit C.

To allow for real-time monitoring of the water flow and water storage data, the City shall allow the County to retrieve data from the master compound meter that supplies the Sandy Hook water service area.

At least once every three (3) years, the County and City shall have the master compound meter independently tested and calibrated or replace EMU Head in meter depending on cost.

The City shall select and secure the testing company services with the County's concurrence. The costs of the testing and calibration shall be shared equally between the City and County. The City and County shall have the right to witness the meter testing and calibration, to receive copies of the test results, and if necessary, to get an independent verification of the meter calibration. The City shall also have the ability, at its discretion, to monitor the water flow and storage data captured and transmitted through SCADA devices.

### 14. ALLOCATION OF CAPACITY

The maximum capacity provided by the City under this Agreement for use by the County to supply the Sandy Hook water system is shown in Table 1. The maximum Average Daily Flow (ADF) rate is the amount of water that the City shall provide under this Agreement based on annual average. The Maximum Daily Flow (MDF) rate is defined as the maximum volume of water, exclusive of the flow conditions in Section 11 of this Agreement that the City will transfer into the County's Sandy Hook water distribution system in any 24-hour period, expressed in GPD.

<b>Table 1 Sandy Hook Water Service Area Capacity Allocation</b>		
<b>Basis</b>	<b>EDUs</b>	<b>Flow Rates (GPD)</b>
Average Daily Flow (250 GPD/EDU)	123	30,750
Maximum Daily Flow (400 GPD/EDU)	123	49,200

The County will monitor the allocation of its water system capacity, identified in Table 1 above, to users of the Sandy Hook water service area and shall limit such allocation to the properties within the Sandy Hook water service area, unless capacity is needed from the reserve to address a public health hazard caused by a contaminated or failed well on private property

located outside of the boundaries of Sandy Hook water service area, as provided in Sections 4 and 5 of this Agreement. The County will notify the City before connecting any properties that are located outside of the Sandy Hook water service area. The County shall allocate capacity with consideration of Maximum Daily Demand, to ensure that adequate water is available at all times to its users.

## **15. AGREEMENT TO PURCHASE WATER**

The City agrees to supply and the County agrees to purchase treated water for the County's Sandy Hook water service area and individual connections to this line that may be necessary in the future to address public health issues resulting from a contaminated or failed well on private property located outside of the County's Sandy Hook water service area, specifically identified in Exhibit B, at a rate that shall be determined using the following criteria.

The County agrees to pay all design, engineering, construction, legal, capacity, and recordation fees to connect to the City water distribution system. The City shall charge the County for water usage for the Sandy Hook water system based on the City's annual operating costs to withdraw and treat water from the City's Potomac River and Yourtee Spring water supply and the actual proportionate amount of water supplied by the City to the County for the Sandy Hook water service area outside of the City boundary.

The County shall pay the following monies at the time this agreement is executed between the City and the County:

\$ 20,000 Yourtee Spring Line Maintenance  
\$ 30,000 Capacity Fee Deposit to reserve the future allocation

At the time the County connects to the City water system, the County shall pay the remaining capacity fee based on:

Prevailing capacity fee rate for water (currently \$6,023.00 per EDU) X total number of EDU's to be served – 30,000 Deposit.

The rate that the City will charge the County for water usage for the Sandy Hook water service area shall be the prevailing water ready to serve charge:

Out of Town Base Rate (up to 4000 gals) X Equivalent Meter Unit Value + Out of Town Water Usage Tier Rates.

## **16. INVOICE AND PAYMENT**

The City shall bill the County on a quarterly basis using prevailing rates as described in Section 15 above. The County shall remit payment for these bills within thirty (30) days of the billing dates.

### **Penalties for Late Payment**

The City shall assess a late charge on any outstanding charges for which full and timely payment has not been made within thirty (30) days of the billing date. This late charge shall be as established by the City for all delinquent accounts, as a percentage of the late portion of the water charges owed, provided that the percentage rate shall not exceed the maximum amount permissible by law.

### **Metering and Adjustments**

The master billing meter located at the interconnection between the City's distribution system and the County's Sandy Hook water service area shall be read by the City.

Should the master meter that is used to calculate the amount of water that is supplied to the Sandy Hook water service area become inoperable, the quarterly calculated volume shall be adjusted by using meter reading values obtained from the metering location for the same billing time period of the previous year. If no actual previous year meter reading exists, then the meter reading for that meter shall be based on the average annual water usage for that service area location provided by the County from the previous year.

## **17. REPORTING OF DATA**

The City and County agree to share water system operating and planning information as needed to comply with the terms of this Agreement and all Federal and State regulations.

## **18. FIRE PROTECTION AND HYDRANT FLUSHING**

The specified volumes of water provided under this Agreement represent the total volume of water that the City shall provide to the County for its Sandy Hook water service area. This volume does not include water that may be used for fire protection and hydrant flushing. There shall be no special allowance for fire protection or hydrant flushing and this water volume will be included in the calculation of the calculated rate identified in Section 15.

## **19. WATER LOSS AND LEAKAGE PREVENTION PROGRAM**

The County shall implement new and/or maintain the ongoing policies and procedures to minimize leaks and losses from the Sandy Hook water service area. The County and City recognize their respective responsibilities to comply with the MDE regulations and WAUP requirements. As such, the County shall take all reasonable steps to keep water distribution system losses on the Sandy Hook water service area to 10% or less.

## **20. TERM OF AGREEMENT**

It is intended that this Agreement, subject to the provisions in Section 8 hereof, will continue in force as long as the County provides water to the Sandy Hook water service area

utilizing water system capacity provided by City.

This Agreement shall become effective on the dates that the County and City execute this document.

## **21. IMPLEMENTATION**

Because of the unique nature of this Agreement, the need to maintain water supply to the Sandy Hook area during the replacement or construction of the water lines, the potential need for joint operation of the original Sandy Hook water distribution system, and other conditions which cannot be anticipated, the County and the City agree to work cooperatively after the execution of this Agreement to ensure the successful transition of the existing water system customers to the new County water supply system. In particular the City and County have agreed that the following protocols shall be used during the implementation of the Project and the transition to the County's ownership and operation and maintenance of the infrastructure associated with the new County Sandy Hook Water Service Area:

### Maintenance of Original Distribution System During Construction

Following the execution of this Agreement, during the construction contract for the Project, and until the County conditionally accepts the new Sandy Hook water service area infrastructure, the County will have responsibility for the maintenance of the original mainlines, service laterals, and appurtenances. The County shall be the primary entity responsible for repairing failures of the original main lines and service laterals. The City shall be primarily responsible for maintaining the existing water main associated with the Yourtee Spring water system. Each entity will bear their own individual costs to provide these services during the construction phase.

After the Project is complete and the County and City has conditionally accepted the new water lines, service lateral, and appurtenances, the County shall take full control and responsibility for the maintenance of the new water system. The City shall take full control and responsibility for the new master compound meter and vault.

### Metering and Billing

During the construction for the Project, the County shall continue to read and bill the original water system meters. The City, on the date the County conditionally accepts the new lines, shall read the master compound meter and these meter readings shall become the beginning readings for billing the County for water for the Sandy Hook water service area from that point forward.

## **22. ASSIGNABILITY**

This Agreement shall be binding upon the parties, and their successors. The interests and obligations created in this SHWSA are not assignable or transferable without the mutual consent of the County and City.



## **23. AMENDMENTS TO AGREEMENT**

Either party may request in writing that the other consider a change to existing provisions or the addition of new provisions to this Agreement. If the proposed revision is mutually acceptable to the County and City, a written amendment to this Agreement shall be finalized by the County and become effective upon execution by both parties. Amendments that affect the system capacity or other potentially regulated aspects of this Agreement may be submitted to the appropriate State or Federal regulatory officials for their review and concurrence before such amendments may become effective and binding upon the parties.

Notice of a request to modify the amount of water capacity provided under this Agreement shall be expressed in writing at least three (3) years prior to the time when such change is anticipated or needed.

## **24. MISCELLANEOUS PROVISIONS**

### Severability

If any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Agreement or its application to other entities, or circumstances, shall not be affected. The remaining provisions shall continue in full force and effect, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular invalid provision, provided, however, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and infeasible and is found to seriously affect the consideration and is inseparably connected to the remainder of the Agreement, the entire Agreement shall be invalid.

### Consent

Whenever it is provided in this Agreement that the prior written consent or approval of the County or City is required as a condition precedent to any actions, in each such instance, unless otherwise specified, said consent or approval shall be within the other party's sole discretion. In each such instance where prior consent is sought, failure of the party to respond in writing within sixty (60) days of the request shall be deemed as that party's denial of consent or denial of approval.

### Performance

Neither party shall be relieved of their obligations under this SHWSA except where fulfillment may be prevented by force majeure, Acts of God, or catastrophe of such scope and effect that all parties agree render performance useless or impossible.

### Initial Implementation

Both parties agree to take such actions as are necessary to implement full compliance with this Agreement in as expeditious a manner as possible.

### No Joint Venture

This is not an agreement of joint venture or partnership, and no provision of this Agreement shall be construed so as to make the City or County or private corporations individually or collectively partners or joint ventures with each other. Neither party is an agent of the other. The County and City shall not be liable for the acts of the other in any representative capacity whatsoever.

## **25. APPEALS**

The parties to this Agreement shall use mediation to resolve disputes but shall have the right to appeal to a Court of competent jurisdiction in the event the parties cannot resolve the dispute through mediation. Either party may pursue an appeal to the Court only after at least two (2) mediation sessions have occurred. However, in the event that a health, safety or other emergency requires immediate action, either party may immediately file an appeal to a Court.

## **26. NOTICES**

All notices, designations, consents, approvals, and other communications required, permitted, or otherwise delivered under this Agreement shall be in writing and may be delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or dispatched by next day delivery service and in any case shall be addressed as follows:

**If to the County:**

Division of Environmental Management  
16232 Elliott Parkway  
Williamsport, Maryland 21795  
**Attention: Division Director**

**If to the City:**

City of Brunswick  
1 West Potomac Street  
Brunswick, Maryland 21716  
**Attention: City Administrator**

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAN

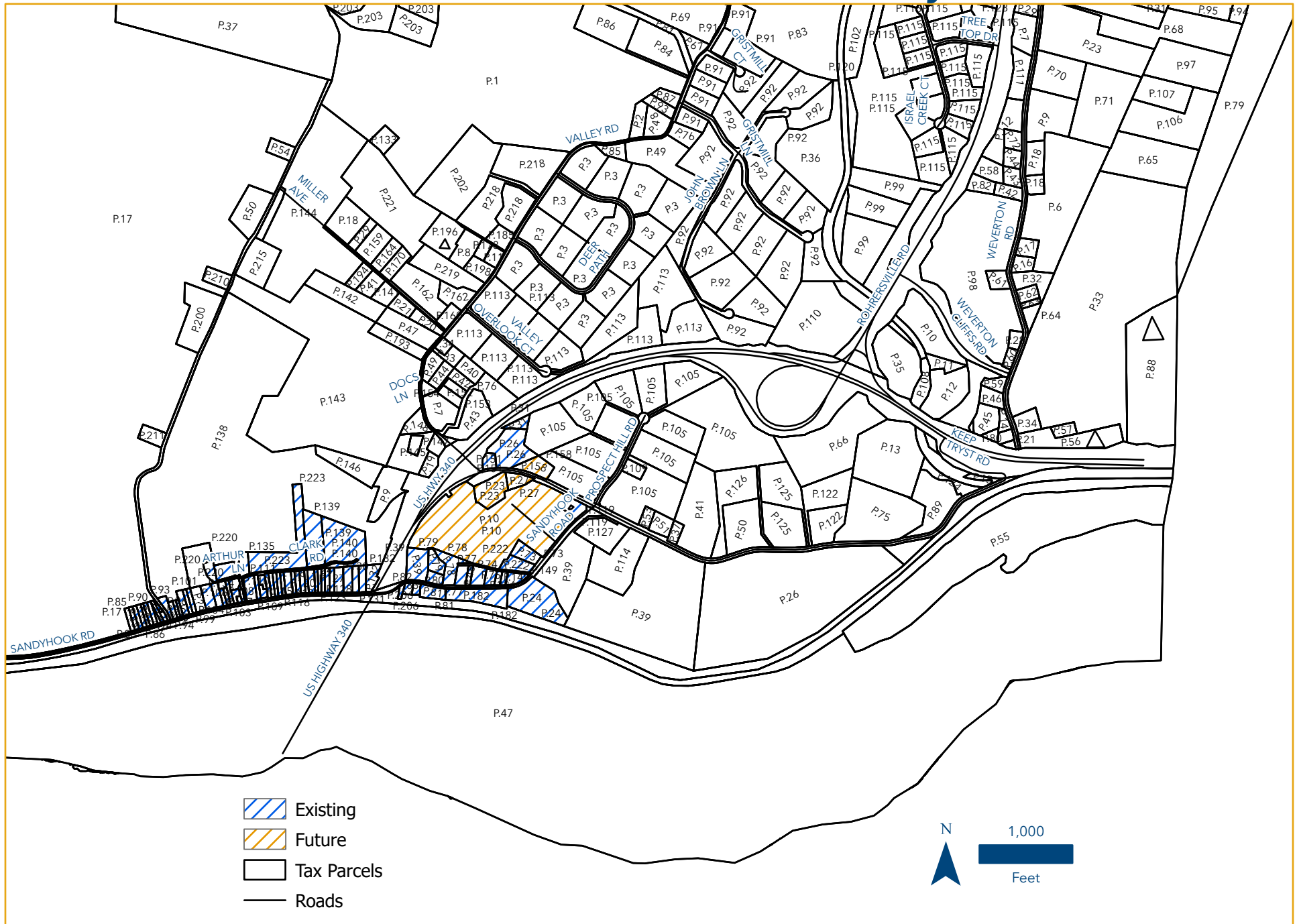
MAYOR AND COUNCIL OF  
BRUNSWICK

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

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

Exhibit A will be property map  
Exhibit B will be property list  
Exhibit C will be connection master meter map  
4857-5136-7861, v. 2

# Water Service Area for Sandy Hook EXHIBIT A



Tax Account Number	Water Service Status	Land Owner	Land owner cont.	Legal Description	Legal Description 2	Map	Grid	Parcel	Total EDUs	Current Land Value	Current Improvement Value
11000037	Existing	HEFFNER GEORGE D		0.522 ACRE	S E/S RT 340	0087	0012	0031	1	11300.00	0.00
11004989	Existing	MILLS JERRY ALLEN		LOT 50 38X290 0.2	18804 SANDYHOOK RD	0087	0020	0086	1	45500.00	13100.00
11004997	Existing	MILLS JERRY ALLEN		LOT 49 .25 ACRE	18806 SANDYHOOK RD	0087	0020	0086	1	45500.00	82000.00
11008011	Existing	MILLS CHARLES R JR & STEPHANIE M		LOT .20AC	18810 SANDYHOOK RD	0087	0020	0088	1	38200.00	0.00
11000746	Existing	MILLS CHARLES R JR & STEPHANIE		LOT 44X290 .29 ACRES	18812A SANDYHOOK RD	0087	0020	0089	1	46300.00	109400.00
11004822	Existing	BEACHLEY SERENA		LOT .22AC	18824 SANDYHOOK RD	0087	0020	0094	1	42900.00	51400.00
11004970	Existing	MILLS CHARLES RICHARD JR		LOTS 45/46 0.46 AC	18814 SANDYHOOK RD	0087	0020	0090	1	50100.00	16100.00
11000010	Existing	LONGERBEAM EDDIE E	LONGERBEAM PATRICIA D	LOT 34 X 150	18826 SANDYHOOK RD	0087	0020	0095	1	30000.00	49000.00
11000118	Existing	RAND CHARLES S		LOT 18X150	18828 SANDYHOOK RD	0087	0020	0096	1	30000.00	87400.00
11005403	Existing	REYNOLDS MARY CATHERINE		LT14/15 .459AC	18920 SANDYHOOK RD	0087	0020	0117	1	50000.00	77300.00
11000320	Existing	ACKER DANIAL C		PARCEL 1 0.248 AC	18852 SANDYHOOK RD	0087	0020	0106	1	45300.00	186900.00
11002692	Existing	ROCHE JOHN J		0.23AC	18936 SANDYHOOK RD	0087	0020	0124	1	43200.00	49100.00
11001394	Existing	SCHARF STEPHEN G	SCHARF TRACEY	LOT .23AC	18934 SANDYHOOK RD	0087	0020	0123	1	43200.00	108600.00
11007236	Existing	FRANCISQUE HENRY J		LOT 37X260	18938 SANDYHOOK RD	0087	0020	0125	1	43200.00	55100.00
11007678	Existing	NLDM1 LLC		LOT 1 45X260	18942 SANDYHOOK RD	0087	0020	0127	1	45800.00	38200.00
11003834	Existing	FRALEY TERRY L	FRALEY DEBBIE A	LT46.5X285.5AV .304A	18940 SANDYHOOK RD	0087	0020	0126	1	46600.00	98600.00
11005144	Existing	SCHROEDER JOSEPH P III		LOT 0.64 ACRES	18944 SANDYHOOK RD	0087	0020	0128	1	54000.00	7100.00
11000169	Existing	URETA RICARDO		LT .49 AC	18946 SANDYHOOK RD	0087	0020	0129	1	50700.00	46300.00
11003079	Existing	GOETZ PAMELA		LOT 4 34X260	18950 SANDYHOOK RD	0087	0020	0130	1	30900.00	3600.00
11007449	Future	GILBERT JUNE Z TRUSTEE		LOT .777 A	19119 KEEP TRYST RD	0087	0018	0027	1	153500.00	155100.00
11007430	Future	NARAYAN SWARUPDAS CORP		1.895 ACRES	19105 KEEP TRYST RD	0087	0018	0023	1	222300.00	283000.00
11007031	Existing	KORNACKI EDWARD R ET AL		LT5/6 60X160 50X185	19108 SANDYHOOK RD	0087	0020	0075	1	29400.00	115700.00
11005314	Existing	NUICE MERVIN F		LTS 7/8/9 150X200	19104 SANDY HOOK RD	0087	0018	0025	1	55000.00	38500.00
11001327	Existing	POSTON JERRY L		LOT 10 50X200	19040 SANDYHOOK RD	0087	0018	0048	1	45000.00	37800.00
11003036	Existing	VAS JOCELYN ILANA	ROSEN ZACHARY WHITE	LOT 11-12 PT 13	19038 SANDYHOOK RD	0087	0018	0077	1	105200.00	209500.00



11005705	Existing	ELKINS CRISTY F	HANNOLD GENE E	LOT 16 0.777 ACRES	19028 SANDYHOOK RD	0087	0020	0079	1	56900.00	149900.00
11006302	Existing	HACKLEY MARLENE L L/E		1.09 ACRES	19204 SANDYHOOK RD	0087	0018	0073	1	40400.00	75500.00
11015913	Existing	CONSTANTINE JOSEPH ANTHONY	CONSTANTINE BRITTANY LYNN	LOT 1 0.98 ACRES	19200 SANDYHOOK RD	0087	0018	0222	1	104800.00	124200.00
20006196	Existing	FORD DONNA LARUE		LOT 13 3.35 AC	8510 BIG BEND COURT	0060	0021	0080	1	82000.00	85700.00
11001742	Existing	SANDY HOOK LLC		LOT 4 60X153 .21 A	19112 SANDYHOOK RD	0087	0018	0074	1	41800.00	341200.00
11005330	Existing	NUICE THOMAS D & JUDITH A		LOT 34X260	18930 SANDYHOOK RD	0087	0020	0121	1	39700.00	47800.00
11003370	Existing	SCHARF STEPHEN GALURA	SCHARF TRACEY SCOTT	LOT 57.5X260 0.34	18932 SANDYHOOK RD	0087	0020	0122	1	47400.00	158700.00
11002447	Existing	HACKLEY ELMER C JR		LOT 0.6684 ACRES	19025 SANDYHOOK RD	0087	0020	0081	1	54500.00	93800.00
11007465	Existing	HEFFNER GEORGE D JR		3.151 ACRES	19112 KEEP TRYST RD	0087	0018	0026	2	217500.00	302100.00
11005543	Existing	AULT JERRY W & CARROLL L		LOT .53AC	18926 SANDYHOOK RD	0087	0020	0119	1	51500.00	47600.00
11013937	Existing	POTOMAC AREA HOSTELS INC		4.45 ACRES	19123 SANDYHOOK RD	0087	0018	0024	3	97200.00	207400.00
11001416	Existing	KOCEVAR DAVID ANTHONY		2.738 ACRES	532 CLARK RD	0087	0017	0139	1	48600.00	102100.00
11005691	Existing	HODGES EVIN LEE		1/2 ACRE	19024 SANDYHOOK RD	0087	0020	0080	1	50800.00	164100.00
11001300	Existing	RHODES JOHN H & JULIA B			S/S SANDYHOOK RD	0087	0020	0182	1	3600.00	0.00
11003796	Existing	WHETZEL MICHAEL A	WHETZEL DONNA M	LOT .24 AC	19017 SANDYHOOK RD	0087	0020	0082	1	45200.00	55700.00
11003095	Existing	WASH CO COMMISSIONERS	BOARD OF	PARCEL 83 0.2632	19013 SANDYHOOK RD	0087	0018	0083	1	25700.00	0.00
11006078	Existing	RIDENOUR EVELYN E		LOT10 0.24AC	18910 SANDYHOOK RD	0087	0020	0113	1	45000.00	60600.00
11013880	Existing	CHURCH UNITED METHODIST OF SAND HK		1.8383 ACRES	19018 SANDYHOOK RD	0087	0020	0039	1	44100.00	143400.00
11006574	Existing	HARRISON ELIZABETH		LOT 12 39X260	18914 SANDYHOOK RD	0087	0020	0115	1	45000.00	39400.00
11005438	Existing	BASFORD BENJAMIN MARTIN		LOT 8 R .21 ACRES	18906 A SANDYHOOK RD	0087	0020	0111	1	41100.00	48900.00
11010520	Existing	WASH CO SANITARY		LOT 0.76 ACRES	19223 KEEP TRYST RD	0088	0013	0119	1	61500.00	0.00
11001211	Existing	NEPAL DILIP &	KHATRI SUNITA S	0.511 ACRE	19110 KEEP TRYST RD	0087	0018	0151	2	308000.00	295400.00
11004563	Future	REMSBURG ROBERT &	REMSBURG WENDY	1.151 ACRES	19128 KEEP TRYST RD	0087	0018	0158	1	65700.00	127900.00
11001408	Existing	WHITENTON ERIC P		4.262 ACRES	556 CLARK RD	0087	0017	0140	1	56300.00	48100.00
11005934	Existing	NUICE THOMAS D & JUDITH A		PT LOT 4 49X260	18928 SANDYHOOK RD	0087	0018	0120	1	6300.00	8200.00

11001459	Existing	GOETZ PAMELA		LOT 41.5X313	18952 SANDYHOOK RD	0087	0020	0131	1	46400.00	37700.00
11007872	Future	P OVERLOOK LLLP		24.32 ACRES	KEEP TRYST RD	0087	0018	0010	7	334800.00	0.00
11002706	Existing	HARRISON JOHN R & MARGARET W		LOT 39X310 .233 A	18912 SANDYHOOK RD	0087	0020	0114	1	45000.00	44200.00
11010261	Existing	WASH CO COMMISSIONERS	BOARD OF	PARCEL 206 0.1553	S/S SANDYHOOK RD	0087	0018	0206	1	16900.00	8000.00
11001386	Existing	AZIZI NAFEESA		LOT 9 39X260 .23 AC	18908 SANDYHOOK RD	0087	0020	0112	1	45000.00	100100.00
11000193	Existing	WASH CO COMMISSIONERS	BOARD OF	LOT 62 0.675AC	18954 SANDYHOOK RD	0087	0020	0132	1	73500.00	31400.00
11005748	Existing	WILSON PETER M	WILSON CHRISTINA L	LOTS 1/2 .50AC	19126 SANDYHOOK RD	0087	0020	0149	1	55800.00	220600.00
11006981	Existing	ARMSTRONG SERENA	ARMSTRONG ROBERT JR	LOTS 39/40 79.33X	18830 SANDYHOOK RD	0087	0020	0097	1	40600.00	0.00
11000959	Existing	EDELEN KAREN S		LOT 38X272	18832 SANDYHOOK RD	0087	0020	0098	1	45100.00	70800.00
11000967	Existing	COLE WILLIAM F ESTATE		LOT .24AC	SANDYHOOK RD	0087	0020	0099	1	35100.00	0.00
11007171	Existing	DEENER PATRICK L		LOT 0.81 ACRES	18850 ARTHUR LN	0087	0020	0136	1	57500.00	129900.00
11000665	Existing	NAILLE DAVID A SR		RR PT LOT 39X94	18851 ARTHUR LANE	0087	0020	0134	1	30000.00	36300.00
11001637	Existing	GAY KENNETH N ETAL		LT 38X265 .2X265.2	18846 SANDYHOOK RD	0087	0020	0103	1	45100.00	97400.00
11006582	Existing	MILLS JERRY &	MILLS JULIE	LT 30 PT 29 .444 AC	18844 SANDYHOOK RD	0087	0020	0102	1	49600.00	80100.00
11004962	Existing	WARNER GLEN LEE		LOT 0.312AC	18822 SANDYHOOK RD	0087	0020	0093	1	44400.00	111200.00
11000134	Existing	EVANS JESSICA		LOT IRREG .24 ACRES	18820 SANDYHOOK RD	0087	0020	0092	1	45200.00	86100.00
11001815	Existing	CARR HARRY DAVID		LOT 30X174	18848 SANDYHOOK RD	0087	0020	0104	1	30000.00	36500.00
11006604	Existing	DEENER PATRICK LYNN		LOT 0.7008 ACRES	18840 SANDYHOOK RD	0087	0020	0101	1	55200.00	5700.00
11003532	Existing	CRAWFORD JULIAN K		LT 32X62 .045 AC	18854 SANDYHOOK RD	0087	0020	0107	1	30000.00	160000.00
11005446	Existing	BASFORD BENJAMIN MARTIN		LOT 7 R .22 ACR	18906 SANDYHOOK RD	0087	0020	0111	1	43100.00	65300.00
11004237	Existing	PAYNE LEWIS J JR		LOT 29X145 AV .098 A	18856 SANDYHOOK RD	0087	0020	0108	1	30000.00	43700.00
11064884	Existing	RHODES JOHN H &	KEEPTRYST PROPERTIES LLC	4.20 ACRES	N/S CLARK RD	0087	18	0223	1	46000.00	0.00
11005667	Existing	CARR DAVID		LOT 25 38X269 0.240A	18850 SANDYHOOK RD	0087	0020	0105	1	45200.00	65800.00
11016014	Existing	FARQUHAR GALE WILLIAM		PARCEL 2 0.275 AC	418 CLARK RD	0087	0020	0106	1	46000.00	135800.00
11004229	Existing	DEENER GARY DEWAYNE	DEENER BRENDA L	LOT .75 ACRES	18902 SANDYHOOK RD	0087	0020	0109	1	49700.00	99500.00
11001653	Existing	DEREXSON CLAYTON E		LOT 5 39X260	18904 SANDYHOOK RD	0087	0020	0110	1	45000.00	80300.00

11000126	Existing	POTTER JEREMIAH L		0.6121 ACRES	428 CLARK RD	0087	0017	0135	1	66800.00	153400.00
11003052	Existing	HALLBERLIN CYNTHIA J &	KANTER JOEL S	1.39 ACRES	19032 SANDYHOOK RD	0087	0021	0078	1	41900.00	191000.00
11005411	Existing	GARROTT MARY CATHERINE		LOT 39X260	N/S SANDYHOOK RD	0087	0020	0116	1	35000.00	0.00
11000347	Existing	PETERS ANDREW		LOT 16 31X265 0	18922 SANDYHOOK RD	0087	0020	0118	1	38200.00	58800.00
11065412	Existing	BROWN MICHAEL VERNON		LOT 3 60X146 .20 A	N/S SANDYHOOK RD	0087	0018	0224	1	35400.00	0.00
11005942	Existing	MILLS JERRY ALLEN		LOTS 51/52	18802 SANDYHOOK RD	0087	0020	0085	1	46600.00	3000.00
11015859	Existing	KEEPTRYST PROPERTIES LLC		LOT 1 0.46 ACRES	18846 ARTHUR LANE	0087	0017	0225	1	30000.00	100.00
									<b>93</b>		
<b>Potential Hook Ups</b>											
11009778		DONLEY GERAL		LOT 1 4.397 ACRES	506 PROSPECT HILL RD	0088	0007	0105	1		
11009786		BONOMO MELVIN & BONOMO MADELINE		4.568 AC LOT 2	520 PROSPECT HILL RD	0088	0007	0105	1		
11009794		MCCRUMB JAMES R JR & ELIZABETH J		5.619 AC LOT 3	524 PROSPECT HILL RD	0088	0007	0105	1		
11009816		RHODES ADRIANNE R MACK & RHODES JOHN D		3.640 AC LOT 5	526 PROSPECT HILL RD	0088	0007	0105	1		
11009808		DILEO MICHAEL D & CARRIE L SMITH		3.184 AC LOT 4	532 PROSPECT HILL RD	0088	0007	0105	1		
11009824		RYDER ROBERT M KNICKMAN KRISTEN B		3.430 AC LOT 6	544 PROSPECT HILL RD	0088	0007	0105	1		
11009832		KEFAUVER BERNARD R JR RIGGS SONDR A K		3.282 AC LOT 7	546 PROSPECT HILL RD	0088	0007	0105	1		
11009840		VILLAROSA ALBERT C & LOCKWICH VILLAROSA PATRICIA		4.141 AC LOT 8	549 PROSPECT HILL RD	0088	0007	0105	1		
11009859		BLACK BRIANA L STOVALL JONATHAN D		LOT 9 15.59 ACRES	547 PROSPECT HILL RD	0088	0007	0105	1		
11009867		ROACH WALKER LEE JR & AMANDA R		4.085 AC LOT 10	541 PROSPECT HILL RD	0088	0007	0105	1		
11009875		MILLER ROGER A		4.793 AC LOT 11	531 PROSPECT HILL RD	0088	0007	0105	1		
11009727		IRWIN DAVID B & IRWIN HEATHER B		8.525 ACRES	19312 KEEP TRYST RD	0088	0007	0105	1		
11065458		FOUST EVAN B & BURNS ANGELA M		LOT 1 3.02 ACRES	19311 KEEP TRYST RD	0088	0013	0127	1		
11004512		DONLEY HOLDINGS LLC		36.19 ACRES S/S KEEP TRYST RD	19345 KEEP TRYST RD	0088	0013	0039	1		

11010725		FOUST RENE M		6.05 ACRES	19323 KEEP TRYST RD	0088	0013	0114	1		
11008291		PROSPECT HILL ASSOCIATES		0.740 ACRES CEMETERY LOT	19224 PROSPECT HILL RD	0088	0013	0109	1		
11006914		HUNTER DAVID E		45.45 ACRES S/S US 340	19409 KEEP TRYST RD	0088	0013	0026	1		
11001629		MALONE TIMOTHY W MALONE CHARITY A		LOTS 1 & 2 0.566 AC 117.5 X 210 AVERAGE	19316 KEEP TRYST RD	0088	0013	0053	1		
11003176		POWERS AUBREY MARIE POWERS BRANDON JAY		LOT 3R 1.08 ACS N/S US RT40	19326 KEEP TRYST RD	0088	0013	0051	1		
11007651		HAHN JEROME F III		LOT .68 A 100X255	19332 KEEP TRYST RD	0088	0013	0037	1		
11004660		HOFFMASTER GEORGIE LEE		7.99 ACRES	19340 KEEP TRYST RD	0088	0013	0041	1		
11015891		BARGER ERICA KAY BARGER RYAN SCOTT		LOT 1 4.95 ACRES	19408 KEEP TRYST RD	0088	0013	0126	1		
11000371		JACOB THOMAS NALANI HALL LISA MARIE		5.02 ACRES	19414 KEEP TRYST RD	0088	0013	0050	1		
11004792		HUNTER DAVID E		LOT 1 4.49 ACRES	19440 KEEP TRYST RD	0088	0013	0125	1		
11015867		HUNTER DAVID E		LOT 2 4.43 ACRES	19436 KEEP TRYST RD	0088	0013	0125	1		
11011373		TEEPEE REVOCABLE LIVING TRUST THE		LOT 2 4.15 ACRES	19502 KEEP TRYST RD	0088	0013	0122	1		
11011365		POOL TIMOTHY		LOT 1 3.13 ACRES	19508 KEEP TRYST RD	0088	0013	0122	1		
11006116		YOUNKINS JOHN R & DIANE W		10.67 ACRES REM OLD US RT 340	19514 KEEP TRYST RD	0088	0014	0075	1		
11000576		CATLETT NATHANIEL		4.23 ACRES OLD RT 340	19602 KEEP TRYST RD	0088	0014	0089	1		

**28*****TOTAL = 121***



## EXHIBIT C





## Agenda Report Form

### Open Session Item

**SUBJECT:** Joint Sewer Service Agreement (JSSA) Amendment #2

**PRESENTATION DATE:** October 15, 2024

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

**RECOMMENDATION:** Move to approve second Amendment to JSSA.

**REPORT-IN-BRIEF:** County and City staff have negotiated the attached amendment to the JSSA.

**DISCUSSION:** In the 80's, Mack Truck gave the Boy Scouts of America (BSA) property on Crestwood Drive. Unbeknownst to the County and City, Mack Truck allowed BSA to connect their sewer into Mack Truck's internal sewer connection system.

BSA has sold their property and Mack Truck has asked them to disconnect their sewer from Mack Truck sewer and connect directly to the County sewer. It was at this time the County and City realized that the BSA property wasn't included in the service area of the JSSA even though it has been connected for over 30+ years. Both municipalities want to move forward with adding the BSA property into the service area of the JSSA.

The properties within the JSSA are currently billed by the City of Hagerstown and the agreement allows the City to turn the water service off for non-payment of the sewer bill. When we transfer flow back from the City to the County, the City will lose the authority to disconnect the water service for non-payment of the sewer bill for those properties affected by the flow transfer. The City has requested that this authority be extend one (1) year from the flow transfer date so they can collect any outstanding sewer fees.

**FISCAL IMPACT:** NA

**CONCURRENCES:** County Attorney, City of Hagerstown

**ALTERNATIVES:** NA

**ATTACHMENTS:** JSSA Amendment #2

**AUDIO/VISUAL NEEDS:** NA

**AMENDMENT TO THE  
JOINT SEWER SERVICE AREA AGREEMENT  
FOR THE PROVISION OF SANITARY SEWER SERVICE  
BY AND BETWEEN  
THE CITY OF HAGERSTOWN, MARYLAND AND  
THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY,  
MARYLAND**

**AMENDMENT No. 2**

**WHEREAS:** The City of Hagerstown, Maryland (the “City”) and the Board of County Commissioners for Washington County, Maryland, (the “County”) entered into a Joint Sewer Service Area Agreement for the Provision of Sewer Service on February 14, 2022 (the “Agreement”); and

**WHEREAS:** Paragraph 16 of the Agreement, entitled “Amendments,” provides that “Any modification or revision to this Agreement shall be made by formal writing and adopted by resolution or other formal enactment by the City and the County. Amendments shall be effective for, and consistently applied to, all Joint Sewer Service Areas as originally approved in Paragraph 15 of this Agreement and to all Joint Sewer Service Areas subsequently approved by the parties in future amendments to Paragraph 15 of this Agreement.”; and

**WHEREAS:** The City and the County amended the Agreement, as more particularly set forth in Amendment No. 1, ratified and signed by the City on July 23, 2024 and ratified and fully executed by the County on August 6, 2024.;

**WHEREAS:** it is the intention of the City and County to amend the Agreement to acknowledge a certain parcel of real property has been connected to the sewer system and served by Joint Sewer Service for over 20 years, is subject to the Agreement, and formally include the said additional property, more particularly described herein, to the area served by Joint Sewer Service, as set forth in this Amendment No. 2, having an effective date of \_\_\_\_\_, 2024;

**WHEREAS:** it is also the intention of the City and the County to Amend the Agreement to reflect collection services for delinquent accounts for those properties which have been removed from the Joint Sewer Service Area; and

**WHEREAS:** the Agreement and Amendment No. 1 shall be hereinafter referred to collectively as “the Current Agreement.”

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. It is agreed that the approval, execution and signing of this Amendment No. 2 does not in any way modify, amend, alter, revoke, invalidate or revise

any term, condition, or provision of the Current Agreement referred to except as is hereinafter provided.

2. It is agreed and recognized by the parties that they are bound by all of the terms and conditions referred to in the Current Agreement and any subsequent and duly executed amendments thereto.
3. This Amendment No. 2 revokes and replaces Exhibit A of the Agreement, as amended by Amendment No. 1, with a revised geographic area map Exhibit A and dated \_\_\_\_\_, 2024, attached hereto.
4. Section 15 of the Agreement, entitled "Joint Sewer Service Areas," is amended with the addition of the following sanitary sewer service area:
  - (a) Liber 7490, folio 0284, Parcel 348, Tax Map 37 (Parcel Id: 27025943), located at 18600 Crestwood Drive, containing 2.92 acres (the "Property"). The Property is located outside the municipal boundaries of the City of Hagerstown. The Property is also depicted as a triangle-shaped parcel and part of the orange area on Exhibit A.
  - (b) The Property shall be included in the area defined as the Joint Sewer Service Area.
5. Delinquent Accounts: In the event a parcel or parcels are removed from the Joint Sewer Service Area, the provisions governing delinquent accounts in paragraph 12 of the Agreement, including but not limited to the right to terminate water service, shall be extended for a period of one (1) year of the effective date on which the parcel(s) is/are removed from the Joint Sewer Service Area. Except as to Areas A and B, said removal will be effectuated by a written amendment signed by the parties hereto. The ability to terminate is limited to the jurisdiction serving as the billing authority for delinquent accounts. (If the City billed wastewater, the City shall assist with collections for unpaid County wastewater fees/services. If the County billed for wastewater service, the City has no authority as they did not bill for this service).
6. The Property is subject to the same requirements of application, review and approval for wastewater service as all other prospective Joint Sewer service customers covered by Agreement.
7. Sewer allocations for the properties inside the Joint Sewer Service Area and the Property are not guaranteed by the County. Sewer allocation availability will be on a "First Come First Serve" basis and will be subject to the most current County policies and practices, as they may change from time to time for all customers served, or to be served, by the County's wastewater plant and sewer collection system.



8. Sewer allocations for the properties inside the Joint Sewer Service Area and the Property are not guaranteed by the City. Sewer allocation availability will be on a "First Come First Serve" basis and will be subject to the most current City policies and practices, as they may change from time to time for all customers served, or to be served, by the City's wastewater plant and sewer collection system.
9. Severability. If any provision of this Amendment No. 2 shall be determined to be invalid or unenforceable, the remaining provisions of this Amendment No. 2 shall not be affected thereby, and every provision of this Amendment No. 2 shall remain in full force and effect and enforceable to the fullest extent permitted by law.
10. Due authorization. The parties agree and do represent to each other that this Amendment No. 2 has been approved by each respective legislative body at a duly constituted public meeting and that the undersigned have been designated as the duly authorized signatories and representative of said bodies.

IN WITNESS WHEREOF, the parties hereto have each executed the amendment by their duly authorized signatory and representative.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND

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

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

Date of Introduction:  
Date of Passage:  
Effective Date:

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNTY OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna Spickler, City Clerk

By: \_\_\_\_\_ (SEAL)  
Tekesha Martinez, Mayor

Date of Introduction:  
Date of Passage:  
Effective Date:

Approved as to form  
and legal sufficiency:

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Zachary Kieffer  
County Attorney

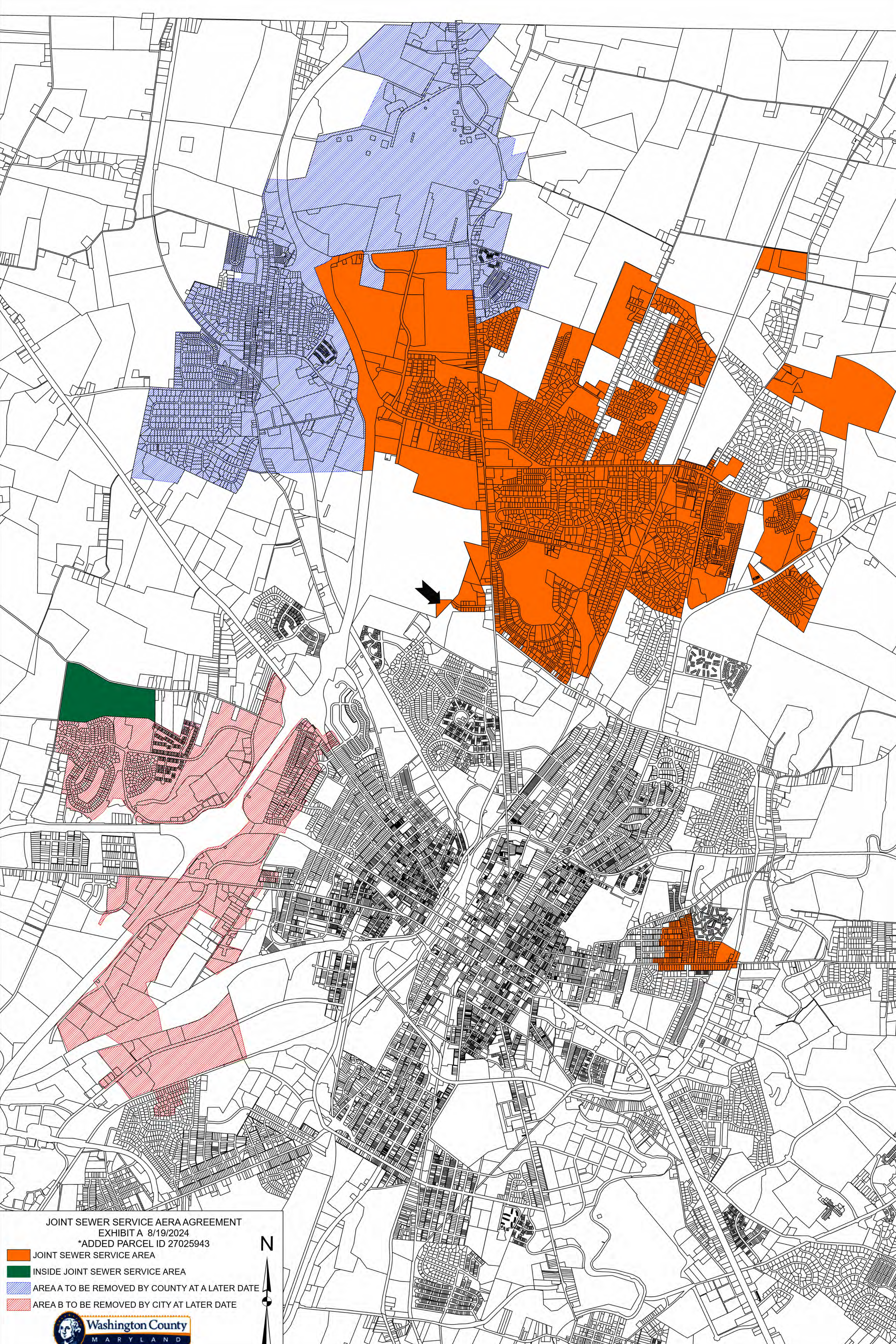
\_\_\_\_\_  
Jason Morton  
City Attorney

Mail To:

Donna Spickler  
City Clerk  
City of Hagerstown  
1 E. Franklin Street  
Hagerstown, Maryland 21740

Official Signed Document kept in City Clerk's Office





JOINT SEWER SERVICE AERA AGREEMENT  
EXHIBIT A 8/19/2024  
\*ADDED PARCEL ID 27025943

- JOINT SEWER SERVICE AREA
- INSIDE JOINT SEWER SERVICE AREA
- AREA A TO BE REMOVED BY COUNTY AT A LATER DATE
- AREA B TO BE REMOVED BY CITY AT LATER DATE







## Agenda Report Form

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### Open Session Item

**SUBJECT:** PR-24, Hiring Practices.

**PRESENTATION DATE:** October 15, 2024.

**PRESENTATION BY:** Chip Rose, HR Director.

**RECOMMENDED MOTION:** Motion to approve the recommended changes to PR-24, Hiring Practices

**REPORT-IN-BRIEF:** This policy was last updated in November 2017. We've updated or rewritten the recruiting procedure (III), responsibilities for employment process (IV), background checks (V), residency requirements (VII), and employment of relatives (VIII).

**DISCUSSION:** On average, it takes Washington County 10-12 weeks to hire a new employee. Updating section (III) *the responsibilities for our employment process* will eliminate 3-4 weeks of administrative timing from the front of our recruiting process.

*The County Administrator has the authority to approve the recommendations to advertise/hire/promote for all regular, full-time positions Grades 1-12 (WCC) or Grades 1-5 (DES). **The County Administrator can authorize the advertisement to backfill any open position, provided the position was already budgeted.***

*The Board of County Commissioners will be consulted if the employing department head or division director is requesting:*

- *To create a new position (one not approved during the annual budget review process),*
- *A wage higher than the minimum of the advertised range established by the appropriate salary grade and steps,*
- *An offer for a regular, full-time position Grades 13 and above (WCC) and Grades 6 and above (DES).*

**FISCAL IMPACT:** N/A.

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

**ATTACHMENTS:** Red-lined and final copies of PR-24.



**POLICY TITLE:** Hiring Process

**POLICY NO.:** PR-24

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**I. PURPOSE**

The purpose of this Policy is to provide written guidelines governing the employment of individuals within Washington County.

**II. GENERAL POLICY**

Washington County's basic hiring policy strives to ensure that every reasonable effort is made to recruit, screen, and select job applicants based on predetermined qualifications that do not discriminate against any qualified person. Washington County's intention under this Policy is to hire and promote individuals **based on merit**, meaning those who demonstrate the greatest and most desirable level of knowledge, skills, abilities, fitness, or other appropriate qualifications.

**III. RECRUITING PROCEDURE (includes requisition, internal & external posting)**

~~A.~~ When a vacancy exists, whether due to resignation, promotion or a new position, the employing department head or division director (or designated representative) will submit the request to advertise and fill the position using Form 100. The form **outlines required details such as** the department's name, **job title, salary grade and step, strategy for advertisement and any related** recruitment details. The form should be signed by the department head and/or division director and submitted to the Department of Human Resources. When **Form 100 is ready for review, HR will circulate it for the required approvals.** If the position **has already been approved and budgeted for the current fiscal year, the County Administrator and the Director of Human Resources have the authority to review and approve the requisition.** If the **requisition represents a new position, the position will need to be approved by the Board of County Commissioners before any recruiting activity can begin.**

~~B.~~ **Job posting** ensures that all employees are made aware of and have the opportunity to apply for open positions. ~~either before or concurrently with the County's consideration of external candidates for employment.~~ While it is the County's philosophy to promote from within whenever possible, **our preference is to run parallel processes for internal and external postings in an effort to expedite the overall recruiting cycle. Exceptions for internal-only postings can be requested when the hiring manager believes the internal pipeline of talent is so strong, that internal posting would be sufficient.**

~~All positions will be posted internally and externally when openings occur. Job postings within a bargaining unit will be posted or advertised at the same time, considering internal applicants primarily. internally within~~

~~County government for a period of five (5) business days prior to being advertised outside of County government. Bargaining unit jobs will only be advertised externally if no qualified candidate applies during the five (5) day posting period and is selected to fill the job opening.~~

- C. The following procedure will be followed for all job postings:
1. Method of Posting - Job postings will be distributed via county e-mail. Department heads and division directors will be **required** to distribute postings or display them on departmental bulletin boards for any employees who do not have access to e-mail.
  2. Posting Duration -Departments may request the desired posting (Internal Only or Both Internal and External or Open Until Filled) on the Form 100. Internal only positing will be posted for five (5) business days. External postings are posted for fourteen (14) calendar days unless the employing department request the posting Open Until Filled, during which time applications may be submitted to the Department of Human Resources.
  3. Posting Information - Each job posting **requires** the following information:
    - a. Job title;
    - b. Department;
    - c. Grade, step, and **salary range (if appropriate);**
    - d. ~~Complete~~ **Current** job description which includes a summary of **job** requirements, job responsibilities, principal duties and minimum qualifications for the candidates; and
    - e. Closing Date (deadline)
  4. Application Procedure - Employees who wish to apply for a posted position must complete the following two steps:
    - a. Complete an Internal Job Application Form, which is available from Human Resources, or online at the County's website at [www.washco-md.net/internal-jobs/](http://www.washco-md.net/internal-jobs/);
    - b. Submit the completed Internal Job Application Form, along with a current resume, to the Department of Human Resources by the closing date specified on the job posting.

**Notice: Accuracy (or inaccuracy) in both your resume and application are considerable factors in the evaluation process.**

#### **IV. GUIDELINES AND RESPONSIBILITIES FOR EMPLOYMENT**

- A. The **Director of Human Resources** is responsible for developing the most suitable methods for recruiting, screening, and hiring programs and procedures to ensure that this Policy is carried out in the most efficient, timely, and lawful manner.
- B. The Department of Human Resources is responsible for placement of recruitment notices and receipt of all employment applications. When a recruitment notice is placed, the Department of Human Resources will **document** the necessary recruitment tracking records before forwarding applications to the employing department head or division director.
- C. The employing department head or division director will ensure that all applications are reviewed **and listed on the Form 400 with relevant feedback.** ~~and that a representative number of individuals are selected for interview.~~ The employing department head or division director will return **the Form 400 to the Department of Human Resources for review.** ~~will return all applications, including those of the applicants selected for interview, to the Department of Human Resources~~ After ensuring that all persons selected for interview meet the qualifications for the vacant position, the Department of Human Resources Recruiter will work with the employing department head or division director to establish an interview strategy (panel, interview questions, schedule, etc.). **WCC grades 13 and above and DES Grades 6 and above are required to have a representative from the Department of Human Resources on the interview panel**
- D. The employing department head or division director (or designated representative) will conduct all employment interviews in a legally acceptable format. Upon completion of interviews, the employing department head or division director will ensure that job-related reference



Checks are conducted on the top candidates for the vacant position. The employing department head or division director should use Form 602 to complete (3) employment related reference checks for external candidates. ~~may use a standard reference form available from the Department of Human Resources or a comparable written format that includes all necessary documentation to show that job-related references have been checked.~~ Once a candidate has been selected, the employing department head or division director will forward a completed 700 form signed by the department head or division director, 601Form. 602 Form ~~written and signed recommendation,~~ along with all supporting documentation, to the Department of Human Resources for review. To the extent possible, three names will be submitted in priority of qualification to the Department of Human Resources.

- E. The Director of Human Resources will ensure that all applicable policies were followed during the interviewing process and that the recommended applicant meets the qualifications of the vacant position. Once the Director of Human Resources is confident that every reasonable effort has been made to hire the most qualified person for the vacant position, then he or she will endorse the recommendation and verify wage information.
- F. The Director of Human Resources ~~and/or the County Administrator~~ has the authority to approve the recommendation to hire/promote if the position is for a part-time or temporary position (PTT/ PTR).

The County Administrator has the authority to approve the recommendation for hire if the position is for a regular, full-time position on the WCC Scale Grades 1-12 or below Grade 1-5 on the DES Scale.

- G. The Board of County Commissioners will be consulted if the employing department head or division director is requesting:
- Create a new position (one not approved during the annual budget review process),
  - A wage higher than the minimum of the advertised range established by the appropriate salary grade and steps,
  - An offer for a regular, full-time position Grades 13 and above (WCC Scale) and Grades 6 and above (DES Scale).

## V. CRIMINAL BACKGROUND CHECKS

### A. Historical and Legal Precedence

In 1986 the Maryland State Legislature enacted a law that requires criminal background checks of all persons hired after October 1, 1986, who supervise youth or who, by the nature of their jobs, are afforded the opportunity of direct, frequent contact with youths. Washington County instituted a standard procedure with regard to all full- and part-time employees hired after October 1, 1986. The departments most directly and

frequently affected by these procedures are Washington County Parks and Facilities and the Washington County Recreation and Fitness Department. Section VI of this Policy outlines procedures to ensure that the Board of County Commissioners of Washington County complies with Title 5, Subtitle 5, Section 5-561, of the Family Law Article of the Annotated Code of Maryland, which requires criminal background checks to be conducted on all employees of a recreation center or recreation program operated by State or local governments primarily serving minors.

B. Employees

1. All employees working with youth, as governed by the laws of the State of Maryland, must undergo criminal background checks (State and FBI) upon hire.

2. The fingerprinting required for criminal background checks will be conducted by an agency designated by the County at its sole discretion. The background investigation is considered to be the last step in the employment process and will only occur after the appropriate approvals for employment have been made pursuant to Section III of this Policy. Newly hired employees who are requested to report to work prior to the receipt of background check results do so with the understanding that, if an unfavorable report is received, this will be treated as a violation of established County policy and immediate termination will result. The County is responsible for all fees associated with conducting criminal background checks.

3. Independent Contractors

All independent contractors hired by the County to work with youth or to have frequent access to youth are required to undergo criminal background checks as part of a contract award. The costs associated with the criminal background checks are the sole responsibility of and must be paid by the independent contractor.

4. Volunteers

The Board of County Commissioners, in keeping with the letter of the law, requires all unpaid volunteers to undergo criminal background investigations at County expense if their volunteer work includes involvement in programs that put them in direct, frequent contact with youth.

5. Confidentiality

All results of background investigations will be kept in strictest confidence.

**VI. PRE-EMPLOYMENT EXAMINATIONS****A. Pre-Employment Physical Examination**

Before any applicant or prospective employee is finally accepted for employment with Washington County, he or she must undergo a pre-employment physical examination, including a drug screening, to determine physical capability of handling job duties and to identify any pre-existing condition that might jeopardize the health or safety of the prospective employee, other employees, or the public. Pre-employment physical examinations will be conducted by a physician selected by the County Commissioners, and any expenses incurred will be paid by Washington County. If, during the course of a pre-employment physical examination, an applicant or prospective employee is found to have a physical restriction or disability that was incurred prior to applying for employment with Washington County, the County-designated examining physician will determine whether the applicant or prospective employee can perform the essential functions of the job for which the applicant or prospective employee is being considered. This condition is imposed to protect Washington County and the public and to prevent denial of employment due to disability.<sup>2</sup>

**B. Return-to-Work Physical Examination**

If an employee has been absent from his or her position for a prolonged length of time, whether due to a work-related or non-work-related injury or illness, he or she may be asked to undergo a return-to-work physical examination to determine physical capability to return to work and resume normal job duties. Return-to-work physical examinations will be conducted by a physician selected by the County Commissioners, and any expenses incurred will be paid by Washington County. Failure to comply with the requested examination may subject the employee to disciplinary action up to and including termination.

**C. Conditions of Employment**

All applicants, prospective employees, and employees are required to comply with the recommendations of the County-designated examining physician, including any determination made pursuant to Section VII of this Policy regarding conditions, if any, of employment or continued employment. If a question arises as to whether the County should employ or should continue to employ a person who does not pass the physical examination, the decision of the Board of County Commissioners or designated representative will be final.

**VII. EMPLOYEE RESIDENCY REQUIREMENT****A. Residency Requirement for Specified Positions**

The County Administrator, ~~all department heads and division directors~~, and all members of boards and commissions appointed by the Board of County

Commissioners must reside in Washington County. All newly ~~department heads and division directors, as well as all~~ **hired** appointed members of boards and commissions appointed by the Board of County Commissioners, if not already County residents, must establish County residency within six (6) months of date of hire or appointment. Any ~~department head, division director, or commission or~~ board member who fails to relocate his or her residence inside Washington County within six (6) months of date of hire or appointment will be terminated, unless, under specially warranted circumstances as determined solely by the Board of County Commissioners, the Board grants a longer period of time for said relocation. Any department head, division director, or member of any board or commission appointed by the Board of County Commissioners who relocates his or her residence outside Washington County will be terminated from employment or be removed from his or her position on the board or commission.<sup>4</sup>

B. Exception to Residency Requirement for Specified Positions

All department heads and division directors residing outside of the County prior to the adoption of this Policy will be allowed to maintain their out-of-County residence and will not be required to relocate.

## **VIII. EMPLOYMENT OF RELATIVES**

A. Background and Rationale

Washington County's employment policy fosters the hiring, promotion, and transfer of employees on the basis of individual merit and seeks to avoid any appearance of favoritism or discrimination in making employment decisions. Certain positions within County government represent a sphere of influence with regard to employment- and compensation-related decisions that have the potential to appear fraught with favoritism or discrimination when such decisions involve **relatives** who are employed by Washington County. Also, the employment of relatives within any one department or division in County government may produce discomfort and dysfunction in working relationships. The employment of relatives at certain levels of County government that result in supervisor-subordinate relationships between relatives, or the employment of relatives in positions where a relative might have influence over another relative's status or job security, is regarded as a potential violation of Washington County's employment policy.



B. Definition of **DIRECT** Relative

For purposes of Section VIII of this Policy, relative is defined as the following and includes step- and half-relationships:

Father	Wife	Son-In-Law
Mother	Father-In-Law	Daughter-In-Law
Son	Mother-In-Law	Brother-In-Law
Daughter	Uncle	Sister-In-Law
Brother	Aunt	Grandfather
Sister	Nephew	Grandmother
Husband	Niece	Grandchild

C. Prohibited Employment Relationships

Supervisors, department heads, and division directors are prohibited from attempting to influence the hiring of or recommending the employment of relatives as defined in Section VIII.B. Supervisors, department heads, and division directors are also prohibited from remaining in employment relationships with relatives as their subordinates. When employment circumstances arise which are contrary to Section VIII. of this Policy, whether by promotion, transfer, marriage, or some other means, the affected employees will have six (6) months in which to voluntarily resolve the prohibited employment circumstances; that is, one or more of the affected employees may request a transfer to a different department or division or may voluntarily terminate employment. If the affected employees are unable to resolve the prohibited employment circumstances on their own, their immediate supervisor(s), the Director of Human Resources, and the County Administrator will review the case and will recommend to the County Commissioners which employee(s) should be transferred or terminated. The County Commissioners will make the final decision concerning the resolution of the situation, and the Board's decision will be binding.<sup>3</sup>

**IX. TEMPORARY UPGRADES**

The Director of Human Resources has authority to approve temporary upgrade requests that conform to County policy.<sup>1</sup> Requests that deviate from County policy will be discussed with the County Administrator, and decisions will be made under those circumstances on a case-by-case basis.

**X. DISCHARGE**

The Board of County Commissioners has sole authority for discharge of any full-time County employee. The Director of Human Resources has the authority to discharge part-time, temporary, or seasonal employees.

<sup>1</sup> See Policy No. PR-10 Guidelines for the Temporary Upgrade of Employees.

<sup>2</sup> See Policy No. PR-31 Americans with Disabilities Act (ADA) and Americans with Disabilities Amendments Act (ADAAA).

<sup>3</sup> See Policy No. PR-13 Anti-Harassment and Complaint Procedure for County policy and procedure relating to dating and consensual romantic and sexual relationships.

<sup>4</sup> See Policy No. PR-22 Boards and Commissions for additional information regarding residency requirements for appointees to County boards and commissions.

## Policy Actions

[illegible]





**POLICY TITLE:** Hiring Process

**POLICY NO.:** PR-24

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**I. PURPOSE**

The purpose of this Policy is to provide written guidelines governing the employment of individuals within Washington County.

**II. GENERAL POLICY**

Washington County's basic hiring policy strives to ensure that every reasonable effort is made to recruit, screen, and select job applicants based on predetermined qualifications that do not discriminate against any qualified person. Washington County's intention under this Policy is to hire and promote individuals based on merit, meaning those who demonstrate the greatest and most desirable level of knowledge, skills, abilities, fitness, or other appropriate qualifications.

**III. RECRUITING PROCEDURE**

- A.** When a vacancy exists, whether due to resignation, promotion or a new position, the employing department head or division director (or designated representative) will submit the request to advertise and fill the position using Form 100. The form outlines required details such as the department's name, job title, salary grade and step, strategy for advertisement and any related recruitment details. The form should be signed by the department head and/or division director and submitted to the Department of Human Resources. When Form 100 is ready for review, HR will circulate it for the required approvals. If the position has already been approved and budgeted for the current fiscal year, the County Administrator and the Director of Human Resources have the authority to review and approve the requisition. If the requisition represents a new position, the position will need to be approved by the Board of County Commissioners before any recruiting activity can begin.
- B.** Job posting ensures that all employees are made aware of and have the opportunity to apply for open positions. While it is the County's philosophy to promote from within whenever possible, our preference is to run parallel processes for internal and external postings in an effort to expedite the overall recruiting cycle. Exceptions for internal-only postings can be requested when the hiring manager believes the internal pipeline of talent is so strong, that internal posting would be sufficient.
- C.** The following procedure will be followed for all job postings:
  - 1. Method of Posting - Job postings will be distributed via county e-mail. Department heads and division directors will be required to distribute postings or display them on departmental bulletin boards

for any employees who do not have access to e-mail.

2. Posting Duration -Departments may request the desired posting (Internal Only or Both Internal and External or Open Until Filled) on the Form 100. Internal only positing will be posted for five (5) business days. External postings are posted for fourteen (14) calendar days unless the employing department request the posting Open Until Filled, during which time applications may be submitted to the Department of Human Resources.
3. Posting Information - Each job posting requires the following information:
  - a) Job title.
  - b) Department.
  - c) Grade, step, and salary range (if appropriate).
  - d) Current job description which includes a summary of job requirements, job responsibilities, principal duties and minimum qualifications for the candidates; and
  - e) Closing Date (deadline)
4. Application Procedure - Employees who wish to apply for a posted position must complete the following two steps:
  - a. Complete an Internal Job Application Form, which is available from Human Resources, or online at the County's website at [www.washco-md.net/internal-jobs/](http://www.washco-md.net/internal-jobs/);
  - b. Submit the completed Internal Job Application Form, along with a current resume, to the Department of Human Resources by the closing date specified on the job posting.

Notice: Accuracy (or inaccuracy) in both your resume and application are considerable factors in the evaluation process.

#### **IV. GUIDELINES AND RESPONSIBILITIES FOR EMPLOYMENT**

- A. The Director of Human Resources is responsible for developing the most suitable methods for recruiting, screening, and hiring programs and procedures to ensure that this Policy is carried out in the most efficient, timely, and lawful manner.
- B. The Department of Human Resources is responsible for the placement of recruitment notices and receipt of all employment applications. When a recruitment notice is placed, the Department of Human Resources will document the necessary recruitment tracking records before forwarding applications to the employing department head or division director.

- C. The employing department head or division director will ensure that all applications are reviewed and listed on the Form 400 with relevant feedback. The employing department head or division director will return the Form 400 to the Department of Human Resources for review. After ensuring that all persons selected for interview meet the qualifications for the vacant position, the Department of Human Resources Recruiter will work with the employing department head or division director to establish an interview strategy (panel, interview questions, schedule, etc.). WCC grades 13 and above and DES Grades 6 and above are required to have a representative from the Department of Human Resources on the interview panel
- D. The employing department head or division director (or designated representative) will conduct all employment interviews in a legally acceptable format. Upon completion of interviews, the employing department head or division director will ensure that job-related reference checks are conducted on the top candidates for the vacant position. The employing department head or division director should use Form 602 to complete (3) employment related reference checks for external candidates. Once a candidate has been selected for recommendation, the employing department head or division director will forward a completed 700 form signed by the department head or division director, 601Form. 602 Form along with all supporting documentation, to the Department of Human Resources for review. The 700 form should include the recommended Grade and Step from the corresponding salary scale, based on the candidates experience and qualifications. To the extent possible, three names will be submitted in priority of qualification to the Department of Human Resources.
- E. The Director of Human Resources will ensure that all applicable policies were followed during the interviewing process and that the recommended applicant meets the qualifications of the vacant position. Once the Director of Human Resources is confident that every reasonable effort has been made to hire the most qualified person for the vacant position, then he or she will endorse the recommendation and verify wage information.
- F. The Director of Human Resources has the authority to approve the recommendations to advertise/hire/promote for all positions that are part-time, seasonal, or temporary positions (PTT/ PTR).

The County Administrator has the authority to approve the recommendations to advertise/hire/promote for all regular, full-time positions on the WCC Scale Grades 1-12 or Grades 1-5 on the DES Scale at the recommended step based on the candidates experience and qualifications. The County Administrator can authorize the advertisement to backfill any open position, provided the position was already budgeted.

- G. The Board of County Commissioners will be consulted if the employing department head or division director is requesting:
- To create a new position (one not approved during the annual budget review process),
  - A wage higher than the minimum of the advertised range established by the appropriate salary grade and steps,



- An offer for a regular, full-time position Grades 13 and above (WCC Scale) and Grades 6 and above (DES Scale).

## V. **CRIMINAL BACKGROUND CHECKS**

### A. Historical and Legal Precedence

In 1986 the Maryland State Legislature enacted a law that requires criminal background checks of all persons hired after October 1, 1986, who supervise youth or who, by the nature of their jobs, are afforded the opportunity of direct, frequent contact with youths. Washington County instituted a standard procedure with regard to all full and part-time employees hired after October 1, 1986. The jobs most directly affected by these procedures are managed in the Washington County Parks and Recreation Department. Section VI of this Policy outlines procedures to ensure that the Board of County Commissioners of Washington County complies with Title 5, Subtitle 5, Section 5-551, of the Family Law Article of the Annotated Code of Maryland, which requires criminal background checks to be conducted on all employees of a recreation center or recreation program operated by State or local governments primarily serving minors.

### B. Employees

1. All employees working with youth, as governed by the laws of the State of Maryland, must undergo criminal background checks (State and FBI) upon hire.
2. The fingerprinting required for criminal background checks will be conducted by an agency designated at the sole discretion of the County. The background investigation is the last step in the employment process and will only occur after the appropriate approvals for employment have been made pursuant to Section III of this Policy. Newly hired employees who are requested to report to work prior to the receipt of background check results do so with the understanding that, if an unfavorable report is received, this will be treated as a violation of established County policy and immediate termination will result. The County is responsible for all fees associated with conducting criminal background checks.

### 3. Independent Contractors

All independent contractors hired by the County to work with youth or to have frequent access to youth are required to undergo criminal background checks as part of a contract award. The costs associated with the criminal background checks are the sole responsibility of and must be paid by the independent contractor.

### 4. Volunteers

The Board of County Commissioners, in keeping with the letter of the law, requires all unpaid volunteers to undergo criminal background investigations at County expense if their volunteer work includes involvement in programs that put them in direct, frequent contact with

youth.

5. Confidentiality

All results of background investigations will be kept in strictest confidence.

**VI. PRE-EMPLOYMENT EXAMINATIONS**

A. Pre-Employment Physical Examination

Before any applicant or prospective employee is finally accepted for employment with Washington County, he or she must undergo a pre-employment physical examination, including a drug screening, to determine physical capability of handling job duties and to identify any pre-existing condition that might jeopardize the health or safety of the prospective employee, other employees, or the public. Pre-employment physical examinations will be conducted by a physician selected by the County Commissioners, and any expenses incurred will be paid by Washington County. If an applicant or prospective employee is found to have a physical restriction or disability that was incurred prior to applying for employment with Washington County, the County-designated examining physician will determine whether the applicant or prospective employee can perform the essential functions of the job for which they're being considered. This condition is imposed to protect Washington County, the public, and to prevent denial of employment due to disability.<sup>2</sup>

B. Return-to-Work Physical Examination

If an employee has been absent from his or her position for a prolonged length of time, whether due to a work-related or non-work-related injury or illness, he or she may be asked to undergo a return-to-work physical examination to determine physical capability to return to work and resume normal job duties. Return-to-work physical examinations will be conducted by a physician selected by the County Commissioners, and any expenses incurred will be paid by Washington County. Failure to comply with the requested examination may subject the employee to disciplinary action up to and including termination.

C. Conditions of Employment

All applicants, prospective employees, and employees are required to comply with the recommendations of the County-designated examining physician, including any determination made pursuant to Section VI of this Policy regarding conditions, if any, of employment or continued employment. If a question arises as to whether the County should employ or should continue to employ a person who does not pass the physical examination, the decision of the Board of County Commissioners or designated representative will be final.

**VII. EMPLOYEE RESIDENCY REQUIREMENT****A. Residency Requirement for Specified Positions**

The County Administrator and the Director of Emergency Management must reside in Washington County.

**B. Exception to Residency Requirement for Specified Positions**

Other than the specific exceptions listed in VII.A all department heads and division directors residing outside of the County prior to the adoption of this Policy will be allowed to maintain their out-of- County residence and will not be required to relocate.

**VIII. EMPLOYMENT OF RELATIVES****A. Background and Rationale**

Washington County's employment policy fosters the hiring, promotion, and transfer of employees on the basis of individual merit and seeks to avoid any appearance of favoritism or discrimination in making employment decisions. Certain positions within County government represent a sphere of influence with regard to employment- and compensation-related decisions that have the potential to appear fraught with favoritism or discrimination when such decisions involve direct relatives who are employed by Washington County. Also, the employment of direct relatives within any one department or division in County government may produce discomfort and dysfunction in working relationships. The employment of direct relatives at certain levels of County government that result in supervisor-subordinate relationships between direct relatives, or the employment of direct relatives in positions where a relative might have influence over another relative's status or job security, is regarded as a potential violation of Washington County's employment policy. Family members may be employed by the County. However, under no circumstance should one employee be directly supervised by another employee who is a direct family member.

**B. Definition of Direct Relatives**

For purposes of Section VIII of this Policy, a direct relative is defined as any of the following relationships to an employee: Siblings, Spouses, Parents, or Children.

**C. Prohibited Employment Relationships**

Supervisors, department heads, and division directors are prohibited from attempting to influence the hiring of or recommending the employment of direct relatives as defined in Section VIII.B. Supervisors, department heads, and division directors are also prohibited from remaining in employment relationships with direct relatives as their direct subordinates. When



employment circumstances arise which are contrary to Section VIII of this Policy, whether by promotion, transfer, marriage, or some other means, the affected employees will have six (6) months in which to voluntarily resolve the prohibited employment circumstances; that is, one or more of the affected employees may request a transfer to a different department or division or may voluntarily terminate employment. If the affected employees are unable to resolve the prohibited employment circumstances on their own, their immediate supervisor(s), the Director of Human Resources, and the County Administrator will review the case and make a recommendation to the County Commissioners. The County Commissioners will make the final decisions concerning any interpretation of, exception to, or resolution for this policy, and the Board's decision will be binding.<sup>3</sup>

**IX. TEMPORARY UPGRADES**

The Director of Human Resources has authority to approve temporary upgrade requests that conform to County policy.<sup>1</sup> Requests that deviate from County policy will be discussed with the County Administrator, and decisions will be made under those circumstances on a case-by-case basis.

**X. DISCHARGE**

The Director of Human Resources has the authority to discharge any part-time, temporary, or seasonal employee. The Board of County Commissioners have the sole authority to discharge any regular, full- time County employee

<sup>1</sup> See Policy No. PR-10 Guidelines for the Temporary Upgrade of Employees.

<sup>2</sup> See Policy No. PR-31 Americans with Disabilities Act (ADA) and Americans with Disabilities Amendments Act (ADAAA).

<sup>3</sup> See Policy No. PR-13 Anti-Harassment and Complaint Procedure for County policy and procedure relating to dating and consensual romantic and sexual relationships.

### Policy Actions

Action Taken	Approval Date	Effective Date
Adoption	January 5, 1999	January 5, 1999
Revision	October 26, 1999	October 26, 1999
Revision – consolidated PR-1 Criminal Background Checks, PR-4 Physical Examinations, PR- 7 Employment of Family Members, PR-14 Employee Residency Requirement, PR-24 Hiring Practices, and PR-28 Job Posting Policy and Procedures.	November 28, 2017	November 28, 2017
Revision – Updated recruiting procedure, background checks, residency requirements, employment of relatives, and responsibilities for employment process.	October 8, 2024	October 8, 2024



## Agenda Report Form

### Open Session Item

**SUBJECT:** Potential Legislative Items

**PRESENTATION DATE:** October 15, 2024

**PRESENTATION BY:** Zachary Kieffer, County Attorney

**RECOMMENDED MOTION:** N/A. Discussion only.

**REPORT-IN-BRIEF:** This is a discussion about potential issues the County may like to see addressed during the next session of the General Assembly.

**DISCUSSION:** The next regular session of the General Assembly begins in January 2025. The following have been identified as being items of potential interest.

1. Washington County Circuit Courthouse replacement/enhancement.
2. Funding for air traffic control tower at HGR.
3. Regional Water Authority Study.
4. State funding of priority transportation projects (I-81, Route 11 Bridge in Williamsport, I70/Route 65).

The Commissioners may also identify issues that are watchlist items or other matters for discussion with the Delegation.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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