



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

BOARD OF COUNTY COMMISSIONERS
May 26, 2020
OPEN SESSION AGENDA

The meeting of the Board of County Commissioners of Washington County will be held at 100 West Washington Street, Suite 1113, Hagerstown. Due to Governor Hogan's Executive Order and gathering restrictions, Board members will be practicing social distancing. County buildings remain closed to public access except by appointment. Therefore, there will be no public attendance in the meeting chambers. The meeting will be live streamed on the County's YouTube and Facebook sites.

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM** **APPROVAL OF MINUTES: April 4, 2020**
- 10:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:15 AM** **REPORTS FROM COUNTY STAFF**
- 10:25 AM** **FUNKSTOWN PARK ACQUISITION FORWARD FUNDING AGREEMENT** – *Andrew Eshleman, Director, Public Works; Paul Crampton, Jr., Mayor, Town of Funkstown*
- 10:30 AM** **VALLEY MALL SUBDIVISION** – *Mark Bradshaw, Deputy Director, Engineering Services; Julie Rohm, General Manager, Valley Mall; Steve Cvijanovich, Fox Engineering*
- 10:35 AM** **APPROVAL OF WATER AND SEWER RATES FY2021** – *Jeremy Mose, Director, Environmental Management; Sara Greaves, CFO*
- 10:45 AM** **APPROVAL OF FY2021 OPERATING AND CAPITAL BUDGETS** – *Sara Greaves, CFO*
- 11:00 AM** **CARES ACT** – *Susan Small, Director, Business Development*
- 11:10 AM** **REVIEW OF DRAFT WASHINGTON COUNTY COVID-19 EMERGENCY RESPONSE GRANT PROGRAM** – *Susan Buchanan, Director, Office of Grant Management*
- 11:20 AM** **CLOSED SESSION**
(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consult with counsel to obtain legal advice on a legal matter; and to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans)
- 11:50 AM** **RECONVENE IN OPEN SESSION**
- 11:55 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: Funkstown Park Acquisition Forward Funding Agreement

PRESENTATION DATE: May 26, 2020

PRESENTATION BY: Andrew Eshleman, P.E., Director of Public Works and Paul Crampton Jr, Mayor of Funkstown

RECOMMENDATION: Move to approve the execution of the Forward Funding Agreement for the County to provide up to \$315,000 for Funkstown to purchase the property known as the Antietam Village Mobile Home Park located at 20 West Poplar Street, Funkstown.

REPORT-IN-BRIEF: On March 3, the Board of County Commissioners approved the County forward funding up to \$315,000 for Funkstown to purchase the property known as the Antietam Village Mobile Home Park located at 20 West Poplar Street. The funds are to be used to cover the direct, indirect and planning costs associated with acquiring the property and intended to be repaid from state Program Open Space (POS) Funds identified in the County's FY20 and FY21 Annual Programs. The execution of an Agreement is necessary to specify the terms, conditions, and responsibilities of the parties.

DISCUSSION: Funkstown is under contract to purchase the property for \$295,000 on or before May 30, 2020. They have performed all necessary steps in preparing the required ordinances, an interim use and management plan, and have submitted an application to the Maryland Department of Natural Resources for the intent to purchase the property and be reimbursed with POS funds. The Forward Funding Agreement identifies the intent of the property purchase to be used for future recreational purposes, defines the conditions for the advancement of the \$315,000, and the process for repayment of the funds.

If the combined total of the eligible FY20 and FY21 Program Open Space Funds allocated to Funkstown are insufficient to fully repay the outstanding balance, the County is entitled to be repaid in full, regardless of the funding source. If Funkstown does not repay the full outstanding balance of the advance, interest will begin accruing at 1% annually starting no later than 180 days following the date upon notice of the insufficiency.

The future intended use and purpose of the acquisition is anticipated to be eligible for Program Open Space funds, however, the Maryland Board of Public Works, and not the County determines eligibility and reimbursement of funds. The POS application identifying the intent to purchase the property with funding reimbursed via POS funds has been submitted, but the award determination is not anticipated until after the acquisition occurs.

FISCAL IMPACT: County to forward fund up to \$315,000.

CONCURRENCES: CFO; County Attorney

ALTERNATIVES: Revise Agreement as presented.

ATTACHMENTS: Forward Funding Agreement, Acquisition Location Map

FORWARD FUNDING AGREEMENT

This Forward Funding Agreement (*Agreement*) is made this ____ day of _____, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (*County*), and the TOWN OF FUNKSTOWN, a municipal corporation existing under and by virtue of the laws of the State of Maryland (*Town*).

Recitals

1. **Town Ordinance.** By “An Ordinance Authorizing the Acquisition of Certain Real Estate Pursuant to Maryland Local Government Code, Annotated, North Side of Poplar Street,” effective April 13, 2020, and recorded among Acts, Ordinances, Resolutions-Town in the Office of the Clerk of the Circuit Court for Washington County, Maryland, at Liber ____, Folio ____, the Mayor and Council of the Town ratified and approved the terms of that Agreement of Sale dated March 1, 2020, for the Town’s purchase of real property as defined therein and known as the Antietam Village Mobile Home Park, consisting of 2.34 acres or 101,930 square feet, more or less, for a purchase price of \$295,000.00, said Agreement of Sale made a part of and incorporated in this Agreement by reference. For purposes of this Agreement, the said real property is referred to as “the Park Property.”

2. **Intended Use.** The Park Property is intended by the Town for use as a park or recreational facility and any other public purpose that may be allowed under the Laws of the State of Maryland.

3. **The Park Property.** The Park Property is located in Election District No. 10, Washington County, Maryland, along the north side of West Poplar Street, the east side of Westside Avenue, and the south side of the Antietam Creek, within the Town of Funkstown, south of the City of Hagerstown. It is further located 0.71± mile north of I-70, 1.03± miles west of U.S. Route 40, 0.67± mile south of Wilson Boulevard, and 1.14± miles east of South Potomac Street. The Park Property has an assigned postal address of 20 West Poplar Street, Funkstown, Maryland 21734. It is generally outlined as Parcel 950 on Washington County Tax Map 571 and is assessed under Tax Account No. 10-007917.

4. **County Approval.** At a regular meeting on March 3, 2020, the Board of County Commissioners approved the Town’s request for the County’s assistance in forward funding the acquisition cost of the Park Property for addition to the Town’s existing parks and recreational lands.

5. **County Forward Funding.** In order for the Town to close on the purchase of the Park Property, the Town has determined to enter into this Agreement whereby the County will forward fund the acquisition cost of the Park Property (*Advance*) and the Town will repay the Advance pursuant to the terms of this Agreement.

6. Due Authorization. The County and the Town have each duly authorized the execution and delivery of this Agreement.

In consideration of the above premises and of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the County and the Town agree as follows:

ARTICLE I REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 1.1 Representations, Covenants, and Warranties of the Town. The Town represents, covenants, and warrants to the County as follows:

(a) Validity of Agreement. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with this Agreement's terms and conditions, nor the consummation of the transactions contemplated in this Agreement, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction, obligation, agreement, or instrument to which the Town is now a party or by which the Town is bound, or constitutes a default under any of the foregoing, including, without limitation, that Loan Agreement dated January 24, 2017, by and between the County and the Town, under which the County advanced \$1,000,000.00 to the Town to finance the Town's acquisition of property (defined therein as the Artz Farm) for the purpose of annexation and use as a park or recreational facility, and under which the Town committed to repay said advanced financing in part with certain POS funds that the Town might acquire for the fiscal years 2018 through 2027.

(b) Approvals. No approval or consent is required from any governmental authority with respect to the Town's execution or performance of, all other documents related to, and the transactions contemplated under, this Agreement; or, if such approval or consent is required, it has been duly obtained.

(c) Legal Actions. There is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body that is pending or, to the Town's knowledge, is threatened against or affecting the Town and that challenges the validity or enforceability of this Agreement or any other documents relating to this Agreement or the Town's performance of its obligations hereunder.

(d) Fees Paid. The Town's execution and delivery of this Agreement is not subject to any tax, duty, fee, or other charge, including any registration or transfer tax, stamp, duty, or similar levy imposed by any governmental authority, which has not already been paid.

(e) Accuracy of Statements. Neither this Agreement nor any other document, certificate, or statement furnished by or on behalf of the Town contains any

untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in this Agreement or in any other said document, certificate, or statement not misleading.

(f) Disclosure. There are no facts that the Town has failed to disclose to the County that individually or in the aggregate, could have, or could be reasonably foreseen to have, a Material Adverse Effect which means, for purposes of this Agreement, any material and adverse effect on the Town's ability to perform its obligations under this Agreement or under any other document related to this Agreement.

(g) Compliance with Laws. The Town will comply with all applicable laws or any change in applicable laws or in the application, the administration, or interpretation of applicable laws (including any request, directive, guideline, or policy, whether or not having the force of law), by any governmental authority charged with the administration or interpretation of such laws, and all indentures, mortgages, deeds of trust, agreements, or other instruments or contractual obligations to which the Town is a party or by which the Town or the Park Property may be bound or affected.

(h) Notice of Default. The Town will promptly notify the County in writing of any default, or event, condition, or occurrence which, with notice or the passage of time or both, would constitute a default by any party under any indenture, mortgage, deed of trust, agreement, or other instrument or contractual obligation to which the Town is a party or by which the Park Property may be bound or affected and which could reasonably be expected to have a Material Adverse Effect on this Agreement.

(i) Notice of Claims and Changed Circumstances. The Town will promptly notify the County of (1) the existence and status of any litigation that the Town or the Town's legal counsel determines is not reasonably certain to have a favorable outcome and which, individually or in the aggregate, could have a Material Adverse Effect, or (2) any change in any material fact or circumstance represented or warranted in this Agreement.

(j) Records. At any time, upon the County's reasonable request, the Town, at its sole but reasonable expense, will immediately make, execute, and deliver, or cause to be made, executed, and delivered, any reasonable documents which, in the County's reasonable opinion, may be necessary or desirable to disclose fully the amount and disposition of the Advance, or to otherwise effectuate, complete, perfect, continue, or preserve this Agreement.

(k) Performance. The Town will perform and comply in all material respects, subject to any applicable grace periods, with each of the covenants binding on it, as in effect on the date this Agreement is executed.

(l) Insurance. The Town will maintain insurance with responsible insurance companies, or may self-insure, against such risks and in such amounts as is customarily maintained by similar entities.

(m) Sales Contract for the Park Property. The Town and the owner of the Park Property, the Wayne E. Putman Living Trust dated April 4, 2016, by and through Shannon Kaniecki, Successor Trustee, have executed an Agreement of Sale for the Town's purchase of the Park Property.

(n) Use of Advance. The Town will use the proceeds of the Advance solely to purchase the Park Property.

ARTICLE II ADVANCE

Section 2.1 Conditions Precedent to Advance.

(a) Town's Authorization to Proceed. On or before the date this Agreement is signed, the County will have received an executed copy of the Town's resolution, ordinance, approval, or other authorization required in connection with the consummation of the transactions contemplated in this Agreement.

(b) Town's Statements. The following statements will be true and correct on and as of the date this Agreement is signed: (1) the Town's representations and warranties contained in Section 1.1 of this Agreement are true and correct in all material respects and (2) no Default will have occurred and be continuing or would result from the making of the Advance.

Section 2.2 The Advance. In consideration of the covenants, warranties, and representations contained in this Agreement, and in consideration of the Town's agreement to repay the Advance pursuant to Article III of this Agreement, the County will advance up to Three Hundred Fifteen Thousand Dollars (\$315,000.00) to the Town, on or about the date that this Agreement is executed, for the Town's purchase of the Park Property.

Section 2.3 Closing Costs. The Town will be responsible for paying all closing costs, when the same become due and payable, which the Town incurs or may incur in connection with the purchase of the Park Property.

ARTICLE III REPAYMENT OF THE ADVANCE

Section 3.1 Town's Fund Source. The County and the Town agree that the Town intends to repay the Advance using Program Open Space (POS) funds pursuant to the following terms and conditions of this Article III.

Section 3.2 Program Open Space (POS) Funds.

(a) **FY2020 Fund Source.** The County has identified and included the Town in the County's revised POS Annual Program filing with the Maryland Department of Natural Resources (DNR) for allocation of POS funds in FY2020 to the Town in the form of a grant totaling \$50,500.00 through the Local Share component of DNR's POS for FY2020 (*FY2020 POS Funds*). The FY2020 POS Funds are available as of April 23, 2020; however, the Town's receipt of the FY2020 POS Funds is conditioned upon the Town's submission of an application directly to DNR pursuant to Section 3.2(b).

(b) **Town's Application for and Conditional Receipt of FY2020 POS Funds.** Before the Town can be eligible to receive the FY2020 POS Funds, the Town must submit an application directly to DNR prior to the Town's acquisition of the Park Property and must provide satisfactory evidence of such application to the County. The Town's ability to be reimbursed from DNR for the FY2020 POS Funds is conditioned upon the Park Property being available for public use. The parties acknowledge that the Park Property will not be available for public use unless and until all existing mobile homes and other personal property owned by lot tenants are removed from the Park Property and the Park Property is no longer subject to tenancy of any kind. Therefore, no later than 365 days following the date of the Town's acquisition of the Park Property, the Town will free the Park Property from any and all existing tenancies so that the Park Property is available for public use. The method and manner by which the Town frees the Park Property from any and all existing tenancies is the Town's sole responsibility and at the Town's sole discretion. The County will bear no responsibility for execution and completion thereof or costs related thereto.

(c) **FY2021 Fund Source.** The Town intends to repay the remaining balance of the Advance, in whole or in part, from any POS funds that may be allocated to the Town in FY2021. The County has identified and included, or will identify and include, the Town in the County's filing with DNR for allocation of POS funds to the Town in FY2021 in the form of a grant totaling \$264,500.00 through the Local Share component of DNR's POS for FY2021 (*FY2021 POS Funds*). However, the County makes no guarantee that DNR will allocate POS funds to the Town in the amount of \$264,500.00 or any other amount; therefore, the parties acknowledge that the FY2021 POS Funds are anticipatory in nature and that the term, "FY2021 POS Funds," as used in this Agreement, refers to POS funds that may be allocated to the Town for FY2021, regardless of amount. Any POS funds allocated for FY2021 will be available beginning July 1, 2020.

(d) Town's Application for and Conditional Receipt of FY2021 POS Funds. The Town's receipt of the FY2021 POS Funds is conditioned upon the Town's timely submission of an application directly to DNR. The Town acknowledges that the Town bears responsibility for ensuring that such application to DNR is made within DNR's established time frame to be considered for POS funds allocation in FY2021 and that the County bears no responsibility for ensuring that the Town makes such timely application therefor. The Town agrees to make direct and timely application to DNR for the FY2021 POS Funds and to provide the County with satisfactory evidence of such application.

Section 3.3 Repayment of the Advance.

(a) Payment of FY2020 POS Funds to the County. The Town agrees to pay over to the County the FY2020 POS Funds immediately upon receipt thereof as a lump-sum payment toward the outstanding balance of the Advance. Upon the Town's payment of the FY2020 POS Funds to the County, the parties anticipate that the then remaining balance of the Advance will be \$264,500.00.

(b) Payment of FY2021 POS Funds to the County. Upon receipt of the FY2021 POS Funds, in whole or in part, as anticipated by the parties under this Agreement on or about July 2021,¹ the Town agrees to immediately pay over the total of any and all FY2021 POS Funds to the County as a lump-sum payment toward the outstanding balance of the Advance anticipated to be \$264,500.00 at that time.

Section 3.4 Shortfall of POS Funds.

(a) County's Right to Repayment in Full. If the combined total of the FY2020 POS Funds and the FY2021 POS Funds allocated to the Town are insufficient to fully repay the outstanding balance of the Advance pursuant to Section 3.3, the Town acknowledges that the County is entitled to be repaid in full, regardless of fund source and subject to all provisions of Section 1.1.

(b) Town's Interest-Free Repayment Period. The Town agrees to repay in full the outstanding balance of the Advance to the County no later than 180 days following the date upon which the County and the Town become aware of the insufficiency of the combined total of the FY2020 POS Funds and the FY2021 POS Funds allocated to the Town. The County will not be required to submit an invoice to the Town for the outstanding balance of the Advance but may do so if beneficial or necessary to the County's accounting and record keeping practices.

¹ The estimated time frame of July 2021 assumes that the Town's application for the FY2021 POS Funds is made one (1) year after the Town's acquisition of the Park Property and allows an additional sixty (60) days for DNR's processing of reimbursement to the Town.

(c) Interest. If the Town does not repay in full the outstanding balance of the Advance to the County pursuant to Section 3.3, the County and the Town agree that the outstanding balance of the Advance owed to the County will begin accruing interest on the first day following the expiration of the interest-free repayment period in Section 3.4(b), said interest to accumulate at the rate of One Percent (1%) per annum calculated on a 30/360 basis. The Town agrees that no granted POS funds for any fiscal year will be used to pay any interest accumulated and payable to the County under this Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1 Recitals. The Recitals are a substantive part of this Agreement.

Section 4.2 Notices. All notices under this Agreement will be deemed sufficiently given and to have been received upon the earlier of actual receipt of five (5) days after deposit in the United States certified mail (or other mail method providing written confirmation of receipt), postage prepaid, at the following addresses, or at different addresses as the parties may designate and notice in the future:

To the Town: The Town of Funkstown
 30 East Baltimore Street
 P. O. Box 235
 Funkstown, MD 21734

With copy to: Edward L. Kuczynski, Esquire
 Kuczynski & Kuczynski, P.A.
 55 N. Jonathan Street
 Hagerstown, MD 21740

To the County: Board of County Commissioners
 of Washington County, Maryland
 100 West Washington Street, Suite 1101
 Hagerstown, MD 21740

With copy to: Kirk C. Downey
 County Attorney
 Office of the County Attorney of
 of Washington County, Maryland
 100 West Washington Street, Suite 1101
 Hagerstown, MD 21740

Section 4.3 Amendments. Any amendments to this Agreement must be in writing and signed by authorized representatives of the County and the Town.

Section 4.4 Assignment. The Town may not assign its rights and obligations under this Agreement without the County's written consent. Any assignment or attempted assignment made without the County's written consent will be null and void and legally unenforceable.

Section 4.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provisions.

Section 4.6 Applicable Law. This Agreement will be construed and governed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the County and the Town, by their respective duly authorized representatives, have executed this Agreement as of the date first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Krista L. Hart, County Clerk

By: _____
Jeffrey A. Cline, President

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

Kirk C. Downey, County Attorney

ATTEST:

**MAYOR AND COUNCIL OF THE
TOWN OF FUNKSTOWN**

Brenda L. Haynes, Town Manager

By: _____
Paul N. Crampton, Jr., Mayor

20 WEST POPLAR STREET PROPERTY ACQUISITION



Washington County, Maryland

Project Location: 20 WEST POPLAR STREET, FUNKSTOWN, MD
Project Sponsor: TOWN OF FUNKSTOWN



- Funkstown
- Municipalities
- Program Open Space Project Location



1
MD IMAP, DoIT



Agenda Report Form

Open Session Item

SUBJECT: Valley Mall Subdivision

PRESENTATION DATE: May 26, 2020

PRESENTATION BY: Mark Bradshaw P.E, Deputy Director of Engineering Services; Julie Rohm – Valley Mall General Manager; Steve Cvijanovich – Fox Engineering

RECOMMENDED MOTION: Motion to approve execution of the “AGREEMENT FOR MAINTENANCE” as prepared by the owner of Valley Mall for shared sewer line access.

REPORT-IN-BRIEF: On January 14, 2020 I brought this matter before the Board for consideration of a proposed subdivision of the BJ’s Brewhouse and former Sears parcel from the Valley Mall. The proposed subdivision would involve sewer flow from the subdivided parcels through the Mall’s private sewer system before entering County sewer lines, which would be contrary to County policy. The Board reached unanimous consensus to allow an exception from County policy regarding sewer service, provided that a new maintenance agreement was created relieving the County from all maintenance for the shared private line, and that a contribution and maintenance agreement be entered between the future owners of the parcels jointly serviced by the shared private line.

The owner has prepared and submitted the “Agreement for Maintenance” to the County for review. The County Attorney’s office has reviewed the agreement and has recommended its approval, provided that it is recorded in the land records upon execution.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: County Attorney’s Office

ALTERNATIVES: N/A

ATTACHMENTS: Agreement of Maintenance

AUDIO/VISUAL NEEDS: N/A

AGREEMENT FOR MAINTENANCE

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the date set forth below by, among and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic (the "County") and PR VALLEY LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Owner") (the County and the Owner are collectively referred to herein as the "Parties").

RECITALS

A. The Owner owns, operates, maintains and administers certain improved and unimproved real estate depicted on Exhibit A attached hereto and incorporated herein by reference, commonly known as the Valley Mall ("Valley Mall").

B. The Valley Mall is located within the boundaries of the County's sewer service area.

C. Owner wishes to subdivide Lot 9 from the Valley Mall (the "Proposed Subdivision"). The Proposed Subdivision is depicted on Exhibit A.

D. The County and the Owner desire to enter into this Agreement to set forth Owner's responsibility for all maintenance, repair, replacement and operation of the private sewer system serving the Valley Mall (the "Required Maintenance").

NOW, THEREFORE, for good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement.
2. Owner shall perform the Required Maintenance.
3. Owner shall enter into a contribution and maintenance agreement with the purchaser of Lot 9 for the Required Maintenance which shall run with the land.
4. Under no circumstances shall the County be required to complete the Required Maintenance.
5. The County shall not have any responsibility to maintain, inspect, or take any action with regard to the private sewer system serving the Valley Mall or Lot 9.
6. Nothing herein shall be construed to create or infer a partnership, joint venture or agency relationship between the Parties hereto, or their successors or assigns, or to render either Party liable for the debts and obligations of the other.
7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland without reference to its conflicts of laws principals. Any dispute or claim from this Agreement shall be resolved exclusively in the Circuit

Court For Washington County, Maryland, and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

8. This Agreement shall be a covenant running with the land and shall be binding upon the Owner, and any of the Owner's lessees, successors in interest, heirs, executors, and administrators. The Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect, except for a subsequent modification in writing signed by all parties hereto.

9. Should any part of this Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

10. Each Party hereby warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

THIS AGREEMENT is executed by the parties this ____ day of _____, 20__.

PR Valley Limited Partnership, a Pennsylvania limited partnership

By: PR Valley LLC, its general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust,
its sole general partner

By: _____
Name: Andrew Ioannou
Its: Executive Vice President

COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF PHILADELPHIA :

On this ____ day of _____, 2020, before me, a notary public, the undersigned officer, personally appeared Andrew Ioannou, who acknowledged himself to be Executive Vice President of Pennsylvania Real Estate Investment Trust, a Pennsylvania Business Trust (the “Company”), the general partner of PREIT Associates, L.P., a Delaware limited partnership, the sole member of PR Valley LLC, a Pennsylvania limited liability company, the general partner of PR Valley Limited Partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

WITNESS/ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

Krista L. Hart, County Clerk

By: _____ (SEAL)
Jeffrey A. Cline, President
Board of County Commissioners
Washington County, Maryland

Approved as to content:

Jeremy Mose
Director of Division of Environmental Management

Review and approved as to form:

County Attorney

State of Maryland County of Washington, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey A. Cline, who acknowledged himself to be the President of the Board of County Commissioners of Washington County, Maryland, that in his capacity as President, being authorized to do so, executed the foregoing instrument on behalf of the Board of County Commissioners of Washington County, Maryland, a body corporate and politic, for the purposes therein contained.

Witness my hand and Notary Seal

Notary Public

My Commission Expires:

Exhibit A
Site Plan



Exhibit B
The Proposed Subdivision



Agenda Report Form

Open Session Item

SUBJECT: Approval of Water and Sewer Rates FY2021

PRESENTATION DATE: May 26, 2020

PRESENTATION BY: Jeremy Mose, Director of Environmental Management; Sara Greaves, Chief Financial Officer

RECOMMENDATION: To adopt the proposed water and sewer rate schedule for FY2021 as presented on May 12, 2020.

REPORT-IN-BRIEF: The Board of County Commissioners conducted a public hearing on May 12, at 11:00 A.M. to permit the public to testify concerning the proposed modification of water and sewer rates. The Public comment period was held open for 7 days following the hearing and closed on May 19 at 11:00 A.M.

DISCUSSION: Water and Sewer revenue requirements show that an increase in water and sewer revenue is necessary to facilitate the Department of Water Quality's long-range financial plans. The presented rate schedule for FY 2021 is based on this requirement.

Using an average of 12,000 gallons per quarter, each 3.5% rate increase would cost the user approximately \$6 more per quarter.

Based on rate model projections, rates must increase in order to get back to a self-supported status. Currently, expenditures exceed revenues by 130K in Water Fund and by 1.4M in the sewer fund. The Water Quality fund has made some structural changes to help save money and we have paid off the 96A bonds which have contributed immensely to the effort in reducing our expenditures. However, we still have a serious shortfall that needs addressed.

Incremental increases over a period of time has been the existing plan in place to work toward a self-supported status for these funds. We must continue that effort as we look towards meeting our long range plans.

FISCAL IMPACT: Rate changes project additional revenue over FY20 budget of \$19,900 for Water and \$370,890 for Sewer.

CONCURRENCES: N/A

ALTERNATIVES: Fund the budgetary gap with an alternate method

ATTACHMENTS: Summary of Utility Rates FY2021; Resolution

AUDIO/VISUAL NEEDS: None

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF UTILITY RATES FOR FY 2021
(effective July 1, 2020)

	Quarterly Sewer Rates	Quarterly Water Rates
FULL SERVICE		
Base for 6,000 Gal Per Account		
Residential Full Service	\$130.31	\$108.43
Commercial I Full Service	\$133.31	\$108.43
Commercial II Full Service	\$136.00	\$133.92
Commercial III Full Service	\$136.00	n/a
Volunteer Service	\$131.23	\$108.45
Residential/Commercial Collection Service – per EDU	\$60.03	n/a
Volume per 1,000 gal		
Residential Full Service	\$7.54	\$12.19
Commercial I Full Service	\$8.40	\$12.47
Commercial II Full Service	\$9.55	\$9.63
Commercial III Full Service	\$6.56	n/a
Volunteer Service	\$7.50	\$12.23
Residential/Commercial Collection Service – per EDU	n/a	n/a
Non-Metered Accounts	\$175.57	\$181.57
SEWER WHOLESALE		
Per 1,000 gallons	\$7.75	n/a

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

MISCELLANEOUS FEES	
Deduct Meter Fee	\$25.00 per quarter
Infrastructure Management Program Fee	\$400.00 per Sewer EDU or required regional infrastructure contribution equivalent to a minimum of \$1,000 per EDU
Infrastructure Development Plan Fee	\$1,000 per Sewer EDU or required regional infrastructure contribution equivalent to a minimum of \$1,000 per EDU
Cedar Springs Infrastructure Development Fee	\$1,000 per acre or per Sewer EDU, whichever is greater <i>(i.e. If the total acreage of the parcel applying for service exceeds edu usage calculations, then a \$1,000 per acre fee will be assessed. If this per acre fee is initially assessed and at some point in the future the annual commercial evaluation of edu usage exceeds the total acreage originally assessed, the fee may be collected at that time based on acreage/edu differential. Inversely, if the total calculations of edu usage initially exceeds total acreage of the parcel, then a \$1,000 per edu fee will be assessed and the fee may be collected as edu usage increases.)</i>
DELINQUENT ACCOUNT BILLING FEES	
Maintenance fee for delinquent account <i>(assessed when account is not paid within the 10-day period following the late notice)</i>	\$30.00
Service Turn-Off	\$50.00
Service Turn-On	\$50.00
Service Turn-Off <i>(non-business hours)</i>	\$75.00
Service Turn-On <i>(non-business hours)</i>	\$75.00
<i>Fees apply to all water and sewer accounts</i>	

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

ALLOCATION FEES	
Joint Sewer Service Fee (<i>service areas jointly served by the City of Hagerstown Water & Sewer Department and the Wash. Co. Dept. of Water Quality</i>)	\$2,500
Allocation Fee for Sewer Service	\$6,900
Allocation Fee for Water Service	\$2,500
Meter Fee for Water	\$325
SLUDGE PROCESSING FEES*	
Sludge less than 4% solids	\$0.06 per gallon with a minimum charge for 1,000 gallons
Sludge between 4% to 7% solids	\$0.06 per gallon with a minimum charge for 1,000 gallons, plus actual landfill disposal tipping fee
Sludge greater than 7% solids	Unable to accept.
<i>*Other conditions, as determined by the County, may apply.</i>	
PRETREATMENT PROGRAM PERMIT FEES	
Permit Application Fees:	
SIUs	\$300.00
Non-SIUs	\$150.00
Permit Maintenance Fees: (<i>These fees are based upon industrial process wastewater flow and are collected on an annual basis.</i>)	
< 1,000 gpd	\$250.00
1,000 - 9,999 gpd	\$500.00
10,000 - 25,000 gpd	\$1,000.00
> 25,000 gpd	\$2,000.00

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

ADMINISTRATIVE FEES	
Design Review Fees:	
<i>Drawings -</i>	
One/two lot simplified subdivision plat	\$25.00
Multiple lot (more than two) subdivision development plan or preliminary	\$25.00 - (per drawing)
Multiple lot subdivision combined Preliminary/Final	\$100.00 - (per drawing)
Multiple lot subdivision - final plat(s)	\$25.00 - (per set of drawings)
Architectural/Technical	\$150.00 - (per drawing)
<i>Specification Water -</i>	
Water distribution	\$100.00 (per set)
Water Supply, Treatment or Storage	\$150.00 (per set)
Booster pump station	\$150.00
<i>Specification Sewer -</i>	
Sewer Collection - Gravity all types	\$100.00 (per set)
Sewer Collection - Pressure	\$150.00 (per set)
Sewage Pump Station	\$150.00 (per set)
Sewage Treatment Plant (all sizes)	\$200.00 (per set)
<i>Permits -</i>	
Filing of and tracking of each NPDES, MDE and SHA Permits	\$25.00

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

LABORATORY ANALYSIS FEES	Price Per Sample <i>(Prices shown in this fee schedule are for normal sample preparation. If additional treatment is required, additional charges may be imposed.)</i>
SAMPLE COLLECTION	\$25.00
INORGANICS:	
ACIDITY	\$15.00
ACID/ALKALINITY	\$25.00
ALKALINITY	\$17.00
AMMONIA NITROGEN	\$16.00
BIOCHEMICAL OXYGEN DEMAND (BOD)	\$25.00
CALCIUM	\$14.00
CHEMICAL OXYGEN DEMAND (COD)	\$35.00
CHLORINE (FREE OR TOTAL)	\$8.00
CHLORIDE	\$22.00
*COLOR	\$5.00
S. CONDUCTANCE	\$11.00
T. CO2	\$15.00
T. CO2 & BI-CARBONATE (BY NOMOGRAPH)	\$18.00
*CYANIDE	\$8.00
DISSOLVED OXYGEN	\$8.00
FLUORIDE	\$12.00
HARDNESS	\$13.00
*HEXAVALENT-CHROMIUM	\$8.00
*PHENOL	\$10.00
*FLASHPOINT	\$10.00
NITRATE	\$16.00
NITRATE+NITRITE	\$16.00
*ODOR	\$5.00

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

OIL & GREASE	\$25.00
ORTHO PHOSPHORUS	\$16.00
PH (CORROSIVITY)	\$6.00
SETTLEABLE SOLID	\$10.00
SULFATE	\$24.00
SULFIDE	\$24.00
SULFITE	\$24.00
*SURFACTANTS	\$15.00
TOTAL DISSOLVED SOLIDS (TDS)	\$20.00
TOTAL KJELDAHL NITROGEN	\$22.00
TOTAL PHOSPHORUS	\$22.00
TOTAL SOLIDS	\$15.00
TOTAL SUSPENDED SOLIDS (TSS)	\$12.00
TOTAL TOXICITY (MICROTOX)	\$50.00
TURBIDITY	\$8.00
VOLATILES SOLIDS (INCLUDING TS)	\$20.00
POT ASH (POTASSIUM & CALCULATION)	\$ 30.00
TOTAL N (TKN+NO3+NO2)	\$ 38.00
METAL ANALYSIS BY FLAME AA (PPM)/GRAPHITE FURNACE AA (PPB):	
ALUMINUM	\$12.00
*ANTIMONY	\$12.00/\$24.00
ARSENIC (GFAA)	\$12.00/\$24.00
BARIUM (FLAA/GFAA)	\$12.00/\$24.00
CADMIUM (FLAA/GFAA)	\$12.00/\$24.00
CHROMIUM (FLAA/GFAA)	\$12.00/\$24.00
COPPER (FLAA/GFAA)	\$12.00

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

IRON (FLAA)	\$12.00
LEAD (FLAA/GFAA)	\$12.00/\$24.00
MANGANESE (FLAA/GFAA)	\$12.00/\$24.00
MAGNESIUM (FLAA)	\$12.00/\$24.00
MERCURY (COLD VAPOR)	\$24.00
MOLYBDENUM	\$12.00
NICKEL (FLAA/GFAA)	\$12.00/\$24.00
POTASSIUM (FLAA)	\$12.00/\$24.00
SELENIUM (GFAA)	\$12.00/\$24.00
SILICON (FLAA/GFAA)	\$12.00/\$24.00
SILVER (FLAA/GFAA)	\$12.00/\$24.00
*TIN	\$12.00
*TITANIUM	\$12.00
*VANADIUM	\$12.00
ZINC (FLAA/GFAA)	\$12.00
*TCLP, METALS	\$50.00
SAMPLE PREP. DISSOLVED METALS	\$10.00
SAMPLE PREP. FOR METAL DIGESTION	\$25.00
MICROBIOLOGY:	
TOTAL COLIFORM/E. COLI - PRESENT/ABSENT	\$35.00
TOTAL COLIFORM/E. COLI COLILERT COUNT	\$35.00
TOTAL COLIFORM (MPN)	\$35.00
E. COLI/FECAL COLIFORM (MPN, EC, MUG)	\$35.00
SAMPLE DILUTION	\$10.00
RUSH SAMPLE FEE FOR POSITIVE TEST	\$20.00
ORGANIC ANALYSIS:	
*FORMALDEHYDE	\$100.00

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
SCHEDULE OF FEES FOR FY 2021
(effective July 1, 2020)

TOTAL ORGANIC CARBON	\$30.00
*TCLP, HERBICIDES	\$100.00
*TCLP, PESTICIDES	\$80.00
*TCLP, SEMIVOLATILES	\$100.00
*TCLP, VOC'S	\$40.00
*VOLATILE ORGANICS (EPA 524 or EPA 624)	\$40.00
TTO's (full scan: VOC, Semi Volatiles, Dioxin screen, Pesticides and Herbicides)	\$645.00
*DIOXIN	\$300.00
*CHLOROFORM	\$80.00
*PAINT FILTER TEST	\$13.00
*SEMI-VOLATILES (EPA 625 & EPA 525)	\$100.00
*ACID/BASE NEUTRALS (EPA 8270)	\$450.00
*PESTICIDES & PCB's (EPA 608)	\$80.00
*HERBICIDES	\$100.00
*BTEX	\$40.00
*MTBE	\$40.00
*TPH	\$20.00
*GROSS BETA + GROSS ALPHA	\$80.00
*IGNITABILITY TEST ON SOLID	\$20.00
*Subcontracted test - price may change, as contracted.	

RESOLUTION

Modification of Sewer Rates Department of Water Quality (FY2021)

RECITALS

In accordance with Section 6-308 of the Code of the Public Local Laws of Washington County, Maryland, the Board of County Commissioners (the "Board") may, following a public hearing, establish or modify a fee, rate, charge, levy, or assessment for the treatment, collection or distribution of water or sewage.

The staff of the Washington County Department of Water Quality has recommended that certain fees be modified.

A public hearing was held on May 12, 2020, following due notice by advertisement of the Board's intention to modify these charges.

Any public comment received was reviewed and carefully considered.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the utility rates shall be as set forth in the attached Schedule of Utility Rates for FY 2021, and other fees and charges shall be as set forth in the attached Schedule of Fees for FY 2021; and

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that all previous resolutions adopted by the Board relating to utility rates and other fees and charges, are hereby repealed.

Adopted this _____ day of _____, 2020.

Effective this _____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

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

Kirk C. Downey
County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Approval of FY2021 Operating and Capital Budgets

PRESENTATION DATE: May 26, 2020

PRESENTATION BY: Sara Greaves, Chief Financial Officer

RECOMMENDATION: To adopt the proposed FY2021 Capital and Operating Budgets as presented at the public hearing held on May 14, 2020 at 6 P.M.

REPORT-IN-BRIEF: The Board of County Commissioners conducted a public hearing on May 14, at 6:00 P.M. to permit the public to testify concerning the proposed FY21 Operating and Capital Budgets. The Public comment period was held open for 7 days following the hearing and closed on May 21 at 6:00 P.M.

DISCUSSION: The operating and capital budgets have been drafted in a conservative and fiscally responsible manner. Due to the uncertainty we face, not only in regards to our own budget, but also in regards to any state funding impact, the proposed budget is lean but continues county operations, provides for mandates and other necessary costs, and provides no disruption of service that currently exists.

FISCAL IMPACT: See Attached

CONCURRENCES: N/A

ALTERNATIVES: Do not adopt the FY21 proposed budget

ATTACHMENTS: Summary of all funds

AUDIO/VISUAL NEEDS: None

Washington County, Maryland
Summary for All Funds
FY21 - Draft 2

	FY20	FY21	<u>FY20 vs. FY21</u>	
	Operating Budget Approved	Operating Budget Version 2	\$ Change	% Change
Operating Funds:				
Major Operating Funds:				
General Fund	\$233,782,190	\$235,896,580	\$2,114,390	0.90%
Highway Fund	\$11,490,360	\$11,736,350	\$245,990	2.14%
Solid Waste Fund	\$7,649,030	\$8,151,110	\$502,080	6.56%
Utility Administration Fund	\$4,989,100	\$4,772,500	\$(216,600)	(4.34)%
Water Fund	\$1,463,880	\$1,123,240	\$(340,640)	(23.27)%
Sewer Fund	\$13,403,150	\$11,859,170	\$(1,543,980)	(11.52)%
Pretreatment Fund	\$866,190	\$471,480	\$(394,710)	(45.57)%
Public Transit Fund	\$2,696,940	\$2,666,050	\$(30,890)	(1.15)%
Airport Fund	\$1,999,070	\$1,979,630	\$(19,440)	(0.97)%
Black Rock Golf Course Fund	\$1,162,950	\$1,149,680	\$(13,270)	(1.14)%
	\$279,502,860	\$279,805,790	\$302,930	0.11%
Restricted Funds:				
Hotel Rental Tax Fund	\$2,100,000	\$1,840,000	\$(260,000)	(12.38)%
Cascade Town Centre Fund	\$996,680	\$183,650	\$(813,030)	(81.57)%
Agricultural Education Center Fund	\$241,820	\$257,280	\$15,460	6.39%
Grant Management Fund	\$425,510	\$443,710	\$18,200	4.28%
Inmate Welfare Fund	\$645,920	\$497,500	\$(148,420)	(22.98)%
Gaming Fund	\$2,164,770	\$1,955,490	\$(209,280)	(9.67)%
Land Preservation Fund	\$4,424,270	\$2,151,680	\$(2,272,590)	(51.37)%
HEPMPO Fund	\$563,240	\$590,980	\$27,740	4.93%
Contraband Fund	\$5,910	\$0	\$(5,910)	(100.00)%
	\$11,568,120	\$7,920,290	\$(3,647,830)	(31.53)%
Total Operating Funds	\$291,070,980	\$287,726,080	\$(3,344,900)	(1.15)%
Capital Funds:				
Capital Improvement Plan (1)	\$56,319,000	\$54,874,000	\$(1,445,000)	(2.57)%
Total Budgeted Funds	\$347,389,980	\$342,600,080	\$(4,789,900)	(1.38)%



Agenda Report Form

Open Session Item

SUBJECT: Together We Rise Business Stabilization Grant Program

PRESENTATION DATE: Tuesday, May, 26th, 2020

PRESENTATION BY: Susan Small, Director of Business Development

RECOMMENDED MOTION: Move to approve and implement the “Together We Rise Business Stabilization Grant Program for businesses in Washington County, Maryland

REPORT-IN-BRIEF: Washington County Government has been allotted \$13,178,443.00 for non-Public Health related response activities to the COVID-19 crisis. A portion of this funding has been allocated to a Business Stabilization grant program to provide direct, emergency operating assistance to businesses affected by the COVID-19 pandemic.

DISCUSSION: Staff from Washington County, the City of Hagerstown, in partnership with members of the Emergency Operations Center has considered all comments and feedback for the Business Stabilization program has updated the guidelines and application accordingly. We are preparing to release the application process as quickly and efficiently as possible with coordination of staff among City and County departments. Upon approval, the program will be released via the County’s Together We Rise URL for download and submittal.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Together We Rise Business Stabilization Grant Guidelines and Application

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Review of DRAFT Washington County Covid-19 Emergency Response Grant Program

PRESENTATION DATE: May 26, 2020

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management

RECOMMENDED MOTION: Move to approve the Washington County Covid-19 Emergency Response Grant Program as written or with discussed modifications; and allow the Office of Grant Management to move forward with implementing the program and awarding funds to eligible applicants.

REPORT-IN-BRIEF: The federal CARES Act has created a Coronavirus Relief Fund to assist local governments in offsetting expenses incurred due to the Covid-19 pandemic and to assist in the local response to the public emergency. Allowable uses of these funds include supporting local human service providing agencies by assisting with costs related to safe delivery of services, and meeting the increased needs of the community directly related to the health crisis and its subsequent economic impact. Washington County has been allocated \$13,178,443 for non-public health response activities.

DISCUSSION: The Covid-19 pandemic has resulted in increased demand on many local non-profits, particularly those serving vulnerable populations such as Seniors, the homeless, the disabled, and low income households. The Washington County Office of Grant Management has developed a grant program to assist local 501 (c) (3) human service providers in addressing increased needs for services caused by the Covid-19 pandemic and to allow these agencies to safely provide services during the health crisis. The proposed funding amount for the program from the Coronavirus Relief funds is \$1,186,060.

The program will assist eligible non-profits with providing increased food and essential supplies, providing services virtually to clients, provide emergency economic assistance to eligible households such as eviction and utility shut-off assistance, personal protective equipment for service providers, sanitization of non-profit facilities such as shelters, and overtime and hazard pay for frontline service positions. Draft program guidelines have been attached which provide more detail of the program. If approved, the Office of Grant Management will move forward with implementing the program.

FISCAL IMPACT: No County funds will be used for the program.

CONCURRENCES: Sara Greaves, CFO

ALTERNATIVES: N/A

ATTACHMENTS: Draft Guidelines for the Washington County Covid-19 Emergency Response Grant Program

AUDIO/VISUAL NEEDS: N/A

Washington County Covid-19 Emergency Response Grant
Office of Grant Management
100 W. Washington Street, Room 2200
Hagerstown, MD 21740
240-313-2040

The Covid-19 pandemic has resulted in increased demand on many local non-profits, particularly those serving vulnerable populations such as seniors, the homeless, and low income households. These populations have been particularly impacted by both the health crisis and the resulting economic downturn. Furthermore, non-profits are also faced with unplanned or budgeted expenses associated with ensuring their services can be delivered safely for both staff and clients.

Washington County has established this grant program to provide assistance to local non-profit to allow them to address the increased need for services caused by the Covid-19 pandemic and to provide funds necessary for non-profits to safely provide services during the health crisis.

Eligible Applicants are limited to agencies providing:

- Health and mental health services,
- Food, essential supplies, and shelter
- Services for the disabled, elderly, or homeless population, low-income households, or other vulnerable populations

General Eligibility

- Must be a charitable organization recognized by the Internal Revenue Service as a 501(c) (3) with a “valid” Status which has been operating in Washington County for at least two years.
- Must be incorporated as a business entity “In Good Standing” with the Maryland State Department of Assessments and Taxation
- Must have an office in and be actively providing services within Washington County, that can be measured and quantified

Ineligible Organizations

- Churches (religious entities) are not eligible to receive funds. Separate organizations that may operate within a church facility and possess their own 501(c)(3) status *may* be eligible. For example, a homeless shelter or food pantry distribution site.
- Political or governmental organizations or sub-organizations
- Umbrella organizations
- Endowments
- Individuals
- For-profit entities

Policies Affecting Eligibility

- An applicant must provide its services without discrimination on the basis of race, creed, sex, age, color, national origin, marital status, familial status, sexual orientation, or disability.
- All funds must be used exclusively in Washington County and cannot be distributed outside of the County.

Application Period and Award Timeline

- Maximum award is \$20,000
- All funds must be expended by November 1, 2020.

- Grant report including documentation of all expenditures is due within 30 days of expending funds or by November 15, 2020, whichever is sooner.
- Completed applications are to be submitted to the Office of Grant Management (OGM). While there is no due date, applications will be considered until available funding is exhausted through November 1, 2020.
- Only one application per organization.
- Applications will be processed in the order they are received.
- The Office of Grant Management may request additional information to determine eligibility for funding.

Eligible Expenses

Examples of eligible requests include but are not limited to:

- Cost of providing personal protective equipment to service providers
- Increased sanitization costs directly associated with Covid-19
- Increased food and essential supply distribution related to Covid-19 pandemic
- Tele-health delivery costs
- Costs associated with providing services virtually and safely to clients
- Increased homelessness prevention services such as eviction and utility shut-off assistance directly related to Covid-19's impact on the local economy.
- Overtime expenses directly related to Covid-19
- Salaries of temporary employees hired due to increased need for services or loss of volunteer labor related to Covid-19.
- Costs related to homeless shelters ability to maintain safe operations and to prevent spread of the virus in local homeless population.

Ineligible Expenses

Examples of ineligible expense include but are not limited to:

- Salaries/Fringe for new or permanent positions
- Construction or renovation expenses
- Revenue replacement
- Costs that were previously budgeted for in the organization's most recent budget year.
- Expenses that have been or will be reimbursed under any other State or Federal program
- Costs that have been incurred prior to March 1, 2020 or after November 1, 2020.

Public Documents

Please be aware that any and all applications submitted, as well as supporting documentation may be considered public documents. As such, all applications and supporting documents may be viewable and obtainable by the public under the provisions of the Public Information Act, MD Code Ann., State Government Article 10-613.