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## **BOARD OF COUNTY COMMISSIONERS**

**January 12, 2021**

### **OPEN SESSION AGENDA**

*In response to the existing State of Emergency, this meeting of the Board of County Commissioners will be conducted with a virtual component allowing for Commissioner and Staff participation via remote video conference. The meeting will be live streamed on the County's YouTube and Facebook sites.*

- 10:00 AM**     **CALL TO ORDER**, *President Jeffrey A. Cline*  
**APPROVAL OF MINUTES:** *November 17, 2020 as revised and December 15, 2020*
- 10:05 AM**     **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:25 AM**     **STAFF COMMENTS**
- 10:30 AM**     **2020 SALARY STUDY COMMISSION ORDINANCE** – *Kirk C. Downey, County Attorney*
- 10:35 AM**     **CONTRACT AWARD (PUR1481) FACILITY DESIGN SERVICES REQUIREMENTS CONTRACT** – *Rick Curry, Director, Purchasing; Andrew Eshleman, Director, Public Works*
- 10:40 AM**     **CONTRACT AWARD (PUR1484) FIRE COMPANY SPECIAL PROCEDURES AND AUDITING SERVICES** – *Rick Curry, Director, Purchasing; Sara Greaves, CFO*
- 10:45 AM**     **ELECTRONICS RECYCLING PRICING** – *Dave Mason, Deputy Director, Solid Waste*
- 10:55 AM**     **EXPRESS APPROVAL – TOWN OF HANCOCK ANNEXATION OF THREE (3) PARCELS** – *Jill Baker, Director, Planning & Zoning*
- 11:05 AM**     **RESTAURANT RELIEF GRANT PHASE II & HOTELS / LODGING PROVIDER GRANT** – *Susan Small, Director, Business Development*
- 11:15 AM**     **REQUEST FOR EXTENSION OF FORT RITCHIE PURCHASE CONTRACT** – *Kirk Downey, County Attorney*
- 11:25 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)*
- 11:55 AM**     **ADJOURNMENT**



## Agenda Report Form

### Open Session Item

**SUBJECT:** 2020 Salary Study Commission - Ordinance

**PRESENTATION DATE:** January 12, 2021

**PRESENTATION BY:** Kirk C. Downey, County Attorney

**RECOMMENDED MOTION:** To determine and set the salary for the Board of Education included in the recommendations of the 2020 Salary Study Commission, after receiving consensus from said organization. Move to adopt the attached ordinance setting the salaries as indicated therein for the offices of County Commissioners, Board of Education, Board of Liquor License Commissioners, Judges of the Orphans' Court, Sheriff, and Treasurer.

**REPORT-IN-BRIEF:** At the regular meeting on December 1, 2020, the Board reached consensus for the establishment of five of the six organization salaries in consideration of the 2020 Salary Study Commission's recommendations. Pursuant to Md. Code Annotated, *Local Gov't.* §28-209(a), the Board is required to set the salary for each of the above-referenced offices by local law.

**DISCUSSION:** The Board's adoption of the attached ordinance will establish the annual salaries for the following offices, commencing with the terms of office following the 2022 gubernatorial election, with the exception of those positions having terms greater than four (4) years, the effectiveness of which will be immediate:

1. Board of County Commissioners – President \$41,000 and Member \$38,000;
2. Board of Education – President \$14,000 and Member \$13,500;
3. Board of Liquor License Commissioners – President \$11,800 and Member \$11,600;
4. Judges of the Orphans' Court – \$7,800 and an expense stipend of \$500;
5. Sheriff – \$126,630; and
6. Treasurer – \$6,000.

**FISCAL IMPACT:** Any fiscal impact will commence with the next term of office, with the exception of positions with terms in excess of four (4) years, the impact of which will be immediate upon adoption of the ordinance.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Proposed Ordinance

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

**ORDINANCE NO. ORD-2021-\_\_**

**AN ORDINANCE ESTABLISHING THE SALARIES OF CERTAIN ELECTED  
OFFICIALS FOR WASHINGTON COUNTY, MARYLAND**

RECITALS

Pursuant to Md. Code Annotated, *Local Gov't.* §28-201 through §28-209, the Board of County Commissioners of Washington County, Maryland, constituted the Salary Study Commission to study and make recommendations on the salaries of certain offices.

The Salary Study Commission held a public hearing and received testimony concerning the studied offices. Thereafter, the Commission issued its report and made recommendations to the Board concerning the salaries of the offices.

The Board discussed the recommendations of the Salary Study Commission and believes it to be in the best interests of the citizens of the County for the Board to establish, as required by law, salaries for certain offices.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of County Commissioners of Washington County, Maryland, pursuant to Md. Code Annotated, *Local Gov't.* §28-209(a), that the following annual salaries are established:

Board of County Commissioners	
President	\$41,000
Member	\$38,000
Board of Education	
President	\$14,000
Member	\$13,500
Orphans' Court Judges	\$7,800
Sheriff	\$126,630
Treasurer	\$6,000
Board of Liquor License Commissioners	
President	\$11,800
Member	\$11,600

BE IT FURTHER ENACTED AND ORDAINED that each Judge of the Orphans' Court is entitled to an annual expense stipend of \$500 in accordance with Board policies concerning expenses and reimbursements.

BE IT FURTHER ENACTED AND ORDAINED that, pursuant to Article III, Section 35 of the Maryland Constitution, that the above salaries commence with the next term of office, with the exception of any salary for any office whose full term is fixed by law in excess of four (4) years, the salary of which shall take effect immediately.

Adopted and effective this twelfth day of January, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

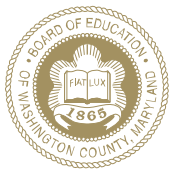
\_\_\_\_\_  
Krista L. Hart, Clerk

By: \_\_\_\_\_  
Jeffrey A. Cline, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Kendall A. Desaulniers  
Deputy County Attorney

Mail to:  
County Attorney's Office  
100 W. Washington St., Suite 1101  
Hagerstown, MD 21740-4735



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December 29, 2020

Dear Commissioners,

At the Tuesday, December 1, 2021 public business meeting of your board, Mr. JD Repp, Chairman of the Salary Study Commission, presented the Commission's findings and recommendations. Among the several recommendations presented by Mr. Repp was an increase from the current Board of Education member's salary of \$12,000 to \$13,500 and an increase from the current Board of Education president's salary of \$12, 500 to \$14,000.

During the Commission's study, written information was provided to the Commission consisting of statements offered by several currently serving board members and the current president and vice president of the Board of Education (BOE) regarding the role and responsibilities of BOE members, the school system, relevant state statutes, and salary comparisons with other Maryland counties.

If individual commissioners have not read the Salary Study Commission's Report in full, I recommend that they do so to gain a fuller understanding of what the job entails before voting on the matter of increases in the salaries of BOE members. Additionally, the written information submitted to the Commission by board members and the current board officers would aid your board in understanding the role and responsibilities of BOE members.

The members of the Washington County Board of Education (WCBOE) concur with the findings of the Salary Study Commission that "education is a driver for the economic success of Washington County" and that "under compensation" could be a "possible hindrance in having a diverse cohort of individuals consider serving." Further, the members of the WCBOE agree that the decision to accept the recommendations of a commission appointed by the Washington County Board of Commissioners lies solely with that board.

Sincerely,

Melissa A. Williams, President  
Washington County Board of Education

CC: Pieter Bickford  
Darrell Evans  
Michael Guessford  
Linda Murray  
Stan Stouffer  
April Zentmeyer  
Boyd Michael  
John Martirano



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1481) Facility Design Services Requirements Contract

**PRESENTATION DATE:** January 12, 2021

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing and Andrew Eshleman, P.E., Division Director of Public Works

**RECOMMENDED MOTION:** Move to award a *primary* requirements contract for Facility Design Services Requirement contract to the responsive, responsible firm with the lowest price proposal amount at the specified unit costs and estimated hours (no minimum or maximum guaranteed) and as permitted in the Request for Proposals, a “*stand-by list*” of consultants.

**REPORT-IN-BRIEF:** The services under this contract consist of providing engineering support by qualified engineering consultant firms to perform engineering services for projects in the six-year Washington County Capital Improvement Plan (CIP) and general operating budget and unanticipated emergencies. The duration of the contract shall be for a period of two (2) years, with an option by the County to renew for up to three (3) additional one (1) year periods. Under the terms of the contract, other political jurisdictions within the County may utilize the services provided as a result of this contract. This is a requirements contract; therefore, services will be utilized on an as-needed basis at the respective hourly unit prices for each discipline with no guarantee of a maximum or minimum number of hours.

Project assignments will be issued in two (2) distinct manners through this contract. Assignments with a fee of no more than \$50,000 will be given to the designated responsive-responsible Consultant with the lowest price proposal. Assignments with fees anticipated to exceed \$50,000 will have a defined scope of work specified and distributed to the firm with the lowest cost proposal and all firms on the stand-by list. All firms then will submit a proposal to complete the work defined. The firm with the lowest cost proposal will then be given the assignment. The County has limited the stand-by list to a maximum of five (5) firms, one (1) of which is the designated responsive-responsible Consultant with the lowest overall price proposal. Assignment value will be determined when the Consultant applies the necessary man-hours and his standard rates to the individual assignment. The assignment will be given to the Consultant which requires the lowest fee.

In order to determine which proposal offered the overall lowest cost to the County for this recommended contract award; each proposer submitted hourly rates for various employee classifications or positions. The lowest cost proposal was determined by applying the quoted rates to a position matrix that identified an approximate number of hours by position the County expects to utilize over the next twelve (12) months.

Notice of the RFP was advertised on the County’s web site with access to downloading the RFP, on the State’s “eMaryland Marketplace Advantage” web site, and in the local newspaper. Ninety-seven

(97) persons/companies registered/downloaded the bid document on-line and twenty-two (22) firms were represented at the pre-proposal teleconference. Fourteen (14) firms responded with proposals. After evaluation of Qualifications & Experience submittals, twelve (12) firms were considered responsive and their Price Proposals were opened and evaluated (see attached Price Proposal Tabulation).

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in various Capital Improvement Plan (CIP) and General Operating Budget project accounts for the as-required services.

**CONCURRENCES:** Coordinating Committee

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Price Proposal Tabulation

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

PUR-1481 Facility Design Services Requirements Contract			Alban Engineering, Inc. Hunt Valley, MD		Allen & Shariff Columbia, MD		Burdette, Koehler, Murphy & Associates Baltimore, MD		Delta Engineers Chevy Chase, MD	
		Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
<b>A</b>	Project Manager	60	\$100.00	\$6,000.00	\$190.00	\$11,400.00	\$90.00	\$5,400.00	\$145.00	\$8,700.00
<b>B</b>	Professional Engineer (Mechanical)	80	\$100.00	\$8,000.00	\$190.00	\$15,200.00	\$80.00	\$6,400.00	\$125.00	\$10,000.00
<b>C</b>	Professional Engineer (Electrical)	24	\$100.00	\$2,400.00	\$190.00	\$4,560.00	\$80.00	\$1,920.00	\$125.00	\$3,000.00
<b>D</b>	Professional Engineer (Plumbing)	24	\$100.00	\$2,400.00	\$150.00	\$3,600.00	\$80.00	\$1,920.00	\$125.00	\$3,000.00
<b>E</b>	Professional Engineer (Structural)	24	\$100.00	\$2,400.00	\$165.00	\$3,960.00	\$140.00	\$3,360.00	\$130.00	\$3,120.00
<b>F</b>	Professional Architect	40	\$110.00	\$4,400.00	\$175.00	\$7,000.00	\$165.00	\$6,600.00	\$115.00	\$4,600.00
<b>G</b>	Professional Landscape Architect	16	\$110.00	\$1,760.00	\$160.00	\$2,560.00	\$120.00	\$1,920.00	\$115.00	\$1,840.00
<b>H</b>	Industrial Hygienist / Environmental Specialist	24	\$100.00	\$2,400.00	\$180.00	\$4,320.00	\$172.85	\$4,148.40	\$65.00	\$1,560.00
<b>I</b>	Design Engineer (Mechanical)	120	\$90.00	\$10,800.00	\$125.00	\$15,000.00	\$70.00	\$8,400.00	\$90.00	\$10,800.00
<b>J</b>	Design Engineer (Electrical)	40	\$90.00	\$3,600.00	\$125.00	\$5,000.00	\$70.00	\$2,800.00	\$90.00	\$3,600.00
<b>K</b>	Design Engineer (Plumbing)	40	\$90.00	\$3,600.00	\$125.00	\$5,000.00	\$70.00	\$2,800.00	\$90.00	\$3,600.00
<b>L</b>	Design Engineer (Structural)	40	\$100.00	\$4,000.00	\$140.00	\$5,600.00	\$110.00	\$4,400.00	\$90.00	\$3,600.00
<b>M</b>	Design Architect	60	\$90.00	\$5,400.00	\$125.00	\$7,500.00	\$110.00	\$6,600.00	\$90.00	\$5,400.00
<b>N</b>	Design Landscape Architect	24	\$76.46	\$1,835.04	\$105.00	\$2,520.00	\$100.00	\$2,400.00	\$90.00	\$2,160.00
<b>O</b>	Interior Designer	40	\$85.00	\$3,400.00	\$145.00	\$5,800.00	\$135.00	\$5,400.00	\$100.00	\$4,000.00
<b>P</b>	Computer Aided Design Technician	240	\$75.00	\$18,000.00	\$95.00	\$22,800.00	\$60.00	\$14,400.00	\$60.00	\$14,400.00
<b>Q</b>	Clerical	16	\$55.00	\$880.00	\$95.00	\$1,520.00	\$50.00	\$800.00	\$45.00	\$720.00
	<b>TOTAL PROPOSAL VALUE</b>	912	\$1,571.46	\$81,275.04	\$2,480.00	\$123,340.00	\$1,702.85	\$79,668.40	\$1,690.00*	\$84,100.00*



PUR-1481 Facility Design Services Requirements Contract			EBL Engineers, LLC Baltimore, MD		Henry Adams Consulting Engineers Baltimore, MD		Kibart, Inc. Towson, MD		L.S. Grim Consulting Engineers Hagerstown, MD	
		Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
A	Project Manager	60	\$178.00	\$10,680.00	\$140.00	\$8,400.00	\$110.00	\$6,600.00	\$100.00	\$6,000.00
B	Professional Engineer (Mechanical)	80	\$158.00	\$12,640.00	\$125.00	\$10,000.00	\$90.00	\$7,200.00	\$90.00	\$7,200.00
C	Professional Engineer (Electrical)	24	\$158.00	\$3,792.00	\$125.00	\$3,000.00	\$90.00	\$2,160.00	\$90.00	\$2,160.00
D	Professional Engineer (Plumbing)	24	\$158.00	\$3,792.00	\$125.00	\$3,000.00	\$90.00	\$2,160.00	\$90.00	\$2,160.00
E	Professional Engineer (Structural)	24	\$140.00	\$3,360.00	\$135.00	\$3,240.00	\$130.00	\$3,120.00	\$130.00	\$3,120.00
F	Professional Architect	40	\$140.00	\$5,600.00	\$165.00	\$6,600.00	\$105.00	\$4,200.00	\$105.00	\$4,200.00
G	Professional Landscape Architect	16	\$120.00	\$1,920.00	\$100.00	\$1,600.00	\$125.00	\$2,000.00	\$90.00	\$1,440.00
H	Industrial Hygienist / Environmental Specialist	24	\$95.00	\$2,280.00	\$150.00	\$3,600.00	\$135.00	\$3,240.00	\$75.00	\$1,800.00
I	Design Engineer (Mechanical)	120	\$126.00	\$15,120.00	\$100.00	\$12,000.00	\$85.00	\$10,200.00	\$75.00	\$9,000.00
J	Design Engineer (Electrical)	40	\$126.00	\$5,040.00	\$100.00	\$4,000.00	\$85.00	\$3,400.00	\$75.00	\$3,000.00
K	Design Engineer (Plumbing)	40	\$126.00	\$5,040.00	\$100.00	\$4,000.00	\$85.00	\$3,400.00	\$75.00	\$3,000.00
L	Design Engineer (Structural)	40	\$110.00	\$4,400.00	\$120.00	\$4,800.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00
M	Design Architect	60	\$105.00	\$6,300.00	\$140.00	\$8,400.00*	\$80.00	\$4,800.00	\$80.00	\$4,800.00
N	Design Landscape Architect	24	\$100.00	\$2,400.00	\$80.00	\$1,920.00	\$125.00	\$3,000.00	\$90.00	\$2,160.00
O	Interior Designer	40	\$135.00	\$5,400.00	\$130.00	\$5,200.00	\$77.00	\$3,080.00	\$77.00	\$3,080.00
P	Computer Aided Design Technician	240	\$80.00	\$19,200.00	\$80.00	\$19,200.00	\$61.00	\$14,640.00	\$50.00	\$12,000.00
Q	Clerical	16	\$60.00	\$960.00	\$55.00	\$880.00	\$55.00	\$880.00	\$45.00	\$720.00
	<b>TOTAL PROPOSAL VALUE</b>	912	\$2,115.00	\$107,924.00	\$1,970.00	\$99,840.00*	\$1,628.00	\$78,080.00	\$1,437.00	\$69,840.00

PUR-1481 Facility Design Services Requirements Contract			Mimar Ponte Mellor dba Mimar Architects & Eng, Inc. Baltimore, MD		Min Engineering, Inc. Pikesville, MD		Proffitt & Associates Architects, PC Frederick, MD		Whitman, Requardt & Associates, LLP Baltimore, MD	
		Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
<b>A</b>	Project Manager	60	\$125.00	\$7,500.00	\$145.00	\$8,700.00	\$120.00	\$7,200.00	\$175.00	\$10,500.00
<b>B</b>	Professional Engineer (Mechanical)	80	\$145.00	\$11,600.00	\$110.00	\$8,800.00	\$100.00	\$8,000.00	\$162.50	\$13,000.00
<b>C</b>	Professional Engineer (Electrical)	24	\$145.00	\$3,480.00	\$108.00	\$2,592.00	\$100.00	\$2,400.00	\$162.50	\$3,900.00
<b>D</b>	Professional Engineer (Plumbing)	24	\$145.00	\$3,480.00	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$162.50	\$3,900.00
<b>E</b>	Professional Engineer (Structural)	24	\$155.00	\$3,720.00	\$140.00	\$3,360.00	\$152.46	\$3,659.04	\$162.50	\$3,900.00
<b>F</b>	Professional Architect	40	\$88.55	\$3,542.00	\$140.00	\$5,600.00	\$120.00	\$4,800.00	\$155.00	\$6,200.00
<b>G</b>	Professional Landscape Architect	16	\$145.00	\$2,320.00	\$120.00	\$1,920.00	\$125.00	\$2,000.00	\$140.00	\$2,240.00
<b>H</b>	Industrial Hygienist / Environmental Specialist	24	\$155.00	\$3,720.00	\$150.00	\$3,600.00	\$200.00	\$4,800.00	\$80.95	\$1,942.80
<b>I</b>	Design Engineer (Mechanical)	120	\$120.00	\$14,400.00	\$98.00	\$11,760.00	\$90.00	\$10,800.00	\$117.50	\$14,100.00
<b>J</b>	Design Engineer (Electrical)	40	\$95.00	\$3,800.00	\$96.00	\$3,840.00	\$90.00	\$3,600.00	\$117.50	\$4,700.00
<b>K</b>	Design Engineer (Plumbing)	40	\$95.00	\$3,800.00	\$98.00	\$3,920.00	\$90.00	\$3,600.00	\$117.50	\$4,700.00
<b>L</b>	Design Engineer (Structural)	40	\$95.00	\$3,800.00	\$110.00	\$4,400.00	\$112.57	\$4,502.80	\$117.50	\$4,700.00
<b>M</b>	Design Architect	60	\$88.55	\$5,313.00	\$110.00	\$6,600.00	\$90.00	\$5,400.00	\$115.00	\$6,900.00
<b>N</b>	Design Landscape Architect	24	\$115.00	\$2,760.00	\$110.00	\$2,640.00	\$125.00	\$3,000.00	\$100.00	\$2,400.00
<b>O</b>	Interior Designer	40	\$56.92	\$2,276.80	\$140.00	\$5,600.00	\$85.00	\$3,400.00	\$95.00	\$3,800.00
<b>P</b>	Computer Aided Design Technician	240	\$70.84	\$17,001.60	\$80.00	\$19,200.00	\$60.00	\$14,400.00	\$87.50	\$21,000.00
<b>Q</b>	Clerical	16	\$26.53	\$424.48	\$65.00	\$1,040.00	\$60.00	\$960.00	\$60.00	\$960.00
	<b>TOTAL PROPOSAL VALUE</b>	912	\$1,866.39	\$92,937.88	\$1,930.00	\$96,212.00	\$1,820.03	\$84,921.84	\$2,128.45	\$108,842.80



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Contract Award (PUR-1484) Fire Company Special Procedures and Auditing Services

**PRESENTATION DATE:** January 12, 2021

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing and Sara Greaves, Chief Financial Officer, Division Director of Budget and Finance

**RECOMMENDED MOTION:** Move to award the contract for Fire Company Special Procedures and Auditing Services to the responsive, responsible firm the lowest proposal value and the professional fees for each supplemental service.

**REPORT-IN-BRIEF:** Attached is an excerpt from the Request for Proposal (RFP) document of the “Scope of Services” to be rendered under this contract. The RFP was advertised locally in the newspaper and on the County’s web site, as well as on the State’s “eMaryland Marketplace Advantage” web site. Nineteen (19) persons/companies registered/downloaded the RFP document on-line. The following persons served as members on the Coordinating Committee: Interim County Administrator/County Attorney, Chief Financial Officer of Budget and Finance (Chairperson), Division Director of Emergency Services, Director of Budget and Finance and Director of Purchasing.

Nine (9) firms were represented at the pre-proposal teleconference. Three (3) proposals were received for the subject services. The Qualifications & Experience/Technical Proposals of the firms were considered to be responsive by the Committee and their Price Proposal was opened for evaluation as shown on the attached Fee Schedule.

The initial term of this contract is anticipated that the engagement of the services be completed within one hundred, eighty (180) consecutive calendars of issuance of Notice to Proceed. The contract is for one hundred, eighty (180) days with no option to renew.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in account 515000-10-11525 for the costs of the services.

**CONCURRENCES:** As recommended by the Coordinating Committee.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Scope of Services from the RFP document.

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

A. Scope of Work to be Performed

1. Attestation Engagement - Special Procedures – An audit opinion is not provided for the following procedures. Instead, the audit firms report will be in the form of procedures performed and findings thereof. If applicable, sampling will be used to test the below procedures for reasonable assurance of the population.

To meet the requirements of this request for proposals, the procedures shall be performed in accordance with Attestation standards, as set forth by the American Institute of Certified Public Accountants.

- I. Test and report on the organization's compliance with Department of Labor regulations as they pertain to payroll of workers, including hours worked for part timers and benefits related thereto.
  - i. Review W2's and 1099's for appropriate reporting of either employee or contractor.
- II. Select 100% of employees for two (2) pay periods in one year to test that hours worked meet regulatory statutes for employee benefits such as health insurance, sick time, etc. Review and report on the payroll process, controls, procedures, and authorities
  - i. Report on whether payroll is processed internally or outsourced, and by whom.
  - ii. Report any material weakness in internal control as defined in auditing standards.
- III. Gain an understanding of control and how transactions are initiated, approved, and recorded. Determine and report on the level of involvement of board members:
  - i. If Board members are independent of the organization's operations and financial recordkeeping.
  - ii. If Board members are required to approve certain transactions, and if so, name those transactions.
  - iii. If Board members are required to sign checks
  - iv. Level of reporting to the Board and if it is transactional.
  - v. Activities/transactions routinely or not routinely reported to the Board.
- IV. Review and report on the budget process, including who prepares the budget and who in the organization has authority to authorize expenditures, including dollar thresholds.
- V. Review and report on the payables process, including who has

authorization to disburse funds and identify check signors and whether the system in place requires two signatures.

- VI. Conduct a review using a sample of 10% of expenditures over one thousand (\$1,000) dollars and evaluate if the expenditure is consistent with the Emergency Services Fiscal Policy (Attachment No. 6). If the expenditure is questionable, list the expenditure in the report. Include payee, amount, and purpose of expenditure.
- VII. Conduct a review using a sample of 5% of expenditures under one thousand (\$1,000) dollars and evaluate if the expenditure is consistent with the Emergency Services Fiscal Policy (Attachment No. 6). If the expenditure is questionable, list the expenditure in the report. Include payee, amount, and purpose of expenditure.
- VIII. Conduct a review of 100% of overnight and/or out of county travel expenditures and report findings to include the date of expenditure, related dates of travel, destination, purpose of trip, amounts spent, and number of attendees. The number of trips for travel is estimated at less than five (5) per company per year.
- IX. Review and report on, using a current vendor list or list of payees', related parties such as employees, volunteers, and/or board members or their family members and if they exist as vendors. If there are transactions with a related party, determine the appropriateness of the payment and report on it.
- X. Gain an understanding and document controls surrounding cash on hand and bank accounts.
  - i. Report on controls and procedures for cash deposits including timeliness of deposits, whether or not cash is always deposited or held within the company or on a person, and procedures for cash expenditures. Include procedures for cash received during fundraisers.
  - ii. Report on membership drive revenue recorded in the companies' ledger and compare to a donation listing of households and amounts. List the discrepancy and any identifiable reason for it.
  - iii. Review and report on bank reconciliation procedures and if they are performed appropriately and timely.
- XI. Fundraising activities – Report on any volunteer pay found for time spent on fundraising activities or at those activities.
- XII. Review and report on the 990 and if complete, accurate, and filed on a timely basis.

### Reports Related to the special procedures

- a. The County will require a report outlining each of the above procedures performed and the findings thereof. The report should be specific. If sampling occurred, the document should specify the type and quantity of sampling. Although no specific procedure is required, if through performance of items “a” through “n”, a discovery is made that indicates waste or fraud, or potential for substantial savings that should be reported as a separate item.
2. Audit Engagement – Financial Statements - To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America, as set forth by the American Institute of Certified Public Accountants.

The County desires the auditor to express an opinion on the fair presentation of each companies’ financial statements in conformity with generally accepted accounting principles.

This audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Reports to be issued for Audit The audit will include obtaining an understanding of the Organization and its environment, including internal control, enough to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization, or to acts by management or employees acting on behalf of the Organization.

- a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- b. A report on compliance and internal control over financial reporting based on an audit of the financial statements.

A. Documents to be provided:

- Emergency Services Fiscal Policy (Attachment 6)
- Maintenance & Fuel Policy (Attachment 7)
- Utilities Policy (Attachment 8)

B. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Chief Financial Officer.

- C. All working papers and reports must be retained, at the auditors' expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Approval of the Electronics Recycling Pricing from Kuusakoski Glass, LLC

**PRESENTATION DATE:** January 12, 2021

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

**RECOMMENDED MOTION:** Motion to approve the increase in cost for the Electronics Recycling Program with Kuusakoski Glass, LLC from \$0.17 to \$0.18 per pound of CRT materials.

**REPORT-IN-BRIEF:** In September of 2019, Kuusakoski Glass, LLC was approved to replace UNICOR as the County's electronics recycler. The price per pound has been \$0.17 for CRT materials since 2019. UNICOR was charging \$0.20 per pound for CRT materials. Non-CRT materials will still be accepted at no charge. The Department of Solid Waste will still be responsible for the cost of transportation.

**DISCUSSION:** \$0.18 is still the best available price.

**FISCAL IMPACT:** All costs will be paid from Account 588040-21-21200, \$70,000.00.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Proposed Pricing

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



**Kuusakoski US, LLC · Kuusakoski Glass, LLC · Vintage Tech, LLC**

13543 S. Route 30, Plainfield IL | 2022 W. Townline Rd, Peoria IL | 900 Wheeler Way, Langhorne PA

### COMPANY INFORMATION

Mailing/HQ Information	
Organization Name:	Washington County Department of Solid Waste
Contact Name:	David A. Mason
HQ Address:	12630 Earth Care Road
City, State, Zip:	Hagerstown, MD 21740
Contact e-mail:	dmason@washco-md.net
Phone:	240-313-2972

### STATEMENT of WORK

Kuusakoski and Vintage Tech, in partnership with your organization, shall provide responsible, third party certified electronics recycling or refurbishing services. In order to provide satisfactory service, we ask that you complete and verify all details within for accuracy and efficiency. This Statement of Work acts as an agreement between Kuusakoski/Vintage Tech and your organization for the services detailed below. It is a requirement that your organization agree to the terms and acknowledge understanding of the policies listed herein. ***Any deviation or breach from the acknowledgement may result in additional charges, rejection of shipped loads, or termination of service.***

### RESPONSIBILITIES

In order to provide quality, safe, efficient, and satisfactory service for your organization, listed below are some key responsibilities of each party:

Kuusakoski and Vintage Tech	Your Organization
<ul style="list-style-type: none"> <li>✓ Provide contact information for all relevant departments to ensure no lapse in service</li> <li>✓ Provide third party certified services</li> <li>✓ Provide NIST 800-88 compliant data erasure and hard drive destruction</li> <li>✓ Provide a Certificate of Recycling and volume report for all material collected</li> <li>✓ Provide services based on the waste management hierarchy, giving preference (in this order) to <b>Direct Reuse, Repair and Refurbishment, Material Recovery, and then Disposal</b></li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide accurate contact information to coordinate pick-ups or drops</li> <li>✓ Adhere to the <b>Shipping Guidelines</b> detailed herein (failure to do so will result in rejects or additional charges)</li> <li>✓ Provide a designated person to release material to Kuusakoski/Vintage Tech upon arrival to site</li> <li>✓ Provide accurate material counts, logistics information, and pictures when requested</li> <li>✓ Communicate any specific service needs - i.e. reuse allowed, destruction only, etc.</li> </ul>

### CONTACT INFORMATION

Account Representative	Accounting	Environmental, Health & Safety
Click to enter name <i>Click to enter title</i>	<a href="mailto:ap-invoices@kuusakoski.com">ap-invoices@kuusakoski.com</a> (630) 305-0922	Selena Baranak QEHS Manager
Click to enter e-mail		<a href="mailto:selena.baranak@kuusakoski.com">selena.baranak@kuusakoski.com</a>
Click to enter phone number		(630) 746-5409

Kuusakoski US Receiving	Kuusakoski Glass Receiving	Vintage Tech Receiving
<a href="mailto:kkus.logistics@kuusakoski.com">kkus.logistics@kuusakoski.com</a> (815) 676-1021	<a href="mailto:kkglass.logistics@kuusakoski.com">kkglass.logistics@kuusakoski.com</a> (309) 691-5015	<a href="mailto:vt.logistics@kuusakoski.com">vt.logistics@kuusakoski.com</a> (267) 512-6211

East Coast Residential Pickup Scheduling	Midwest Residential Pickup Scheduling
<a href="mailto:pickup@kuusakoski.com">pickup@kuusakoski.com</a>	<a href="mailto:Midwest.pickup@kuusakoski.com">Midwest.pickup@kuusakoski.com</a>

## DATA SECURITY

Kuusakoski and Vintage Tech, as a third party certified recycling company, adhere to strict Data Security regulations and standards. Even so, data security risks exist in the electronics recycling industry. Kuusakoski and Vintage Tech ensure that all data bearing devices are handled according to stringent data security standards including, but not limited to:

- ✓ Performing background checks on all employees
- ✓ Installing secure data security cages at all sites for storage before processing
- ✓ Ensuring all data security processes are NIST 800-88 compliant
- ✓ Utilizing only qualified and approved carriers with trailer seals for secure transport
- ✓ CCTV security cameras installed at all sites for physical security
- ✓ Metal detectors upon exiting all facilities to deter theft
- ✓ Third party verification of wiped HDDs to confirm wiping system is operating properly
- ✓ Complete destruction of HDDs through our industrial shredders

Kuusakoski and Vintage Tech offers a **basic HDD wipe, full data erasure report, on-site crushing of HDDs, or industrial shredding** data security options for the management of your data-bearing devices.

## NON-ACCEPTED ITEMS

Below are some of Kuusakoski/Vintage Tech's Non-Accepted items. In accordance with applicable laws and regulations, we perform quality inspections using specialized equipment starting from receiving and following material throughout the facility during processing. The examples below are to be used as a reference and are not all inclusive. For questions or items in questions, please contact your Account Representative.

Non-Accepted Items
<b>Beryllium/Radioactive Containing:</b> Smoke Detectors, Medical Equipment, Home Alarm Systems, Hearing Aids, Thermostats, Oscilloscopes, Radiation Equipment, Surveying Equipment, Temperature Instruments, etc.
<b>Containing Liquids or Chemicals:</b> Gas, Gasoline Powered Equipment, Oil, Paint, Pressurized Cylinders, Compressed Gas Tank Cylinders, Liquid/Elemental Mercury, etc.
<b>Freon Containing or White Goods:</b> Refrigerators, Dish Washers, Stoves, Washers, Dryers, Air Conditions, Dehumidifiers, etc.
<b>Hazardous Waste:</b> PCB Ballasts (found in light fixtures), Capacitors (found in x-ray machines), Biological Hazards (mold, bodily fluids, etc.), Ammunition, Crushed Leaded Glass, etc.
<b>Materials Contaminated with Mercury:</b> All materials containing Mercury not agreed upon with Account Representative will be considered contaminated (i.e. thermostats, light bulbs, CCFLs, mercury relays etc.)
<b>Materials Contaminated with Batteries:</b> All batteries not agreed upon with Account Representative will be considered as contaminated material and charged as such.
<b>Trash:</b> Wood Cased Electronics, VHS/Cassette/8 Track/Data Tapes, CDs, DVDs, Packaging Material, Clothing, Fabric Cased Materials, Glass, Rubber, Non-Electronic Toys, etc.

***Any container with non-conforming items or materials will be graded upon receipt as "contaminated" and will be charged accordingly.***

### PRICING

As Kuusakoski/Vintage Tech operates within the commodity market, any pricing that is agreed upon between your organization and your Account Representative is subject to change at any time, given market, material, and operations conditions. As conditions change, you will be notified of pricing changes by your Account Representative.

All material received will be billed or paid based on Kuusakoski/Vintage Tech's recorded weight from calibrated scales. All material determinations or grades, including any downgrades of material, will be at Kuusakoski/Vintage Tech's discretion. Material downgrades will be communicated from our Receiving teams to your Account Representative, and pricing will be adjusted accordingly.

### CHAIN OF CUSTODY INFORMATION

Kuusakoski and Vintage Tech will take possession of material when it is either: 1) loaded onto our box trucks; 2) loaded into a container that our Logistics Department coordinates with one of our carriers; or 3) is received in one of our facilities unless expressly otherwise agreed upon between both parties. Your organization will retain ownership of material in all other circumstances.

### ADDITIONAL NOTES

Please enter any additional details regarding the agreement between Kuusakoski/Vintage Tech and Your Organization here.

Click or tap here to enter text. Delivered Pricing effective through 12.31.2021:

- CRT Material / Flat Panel Material : \$0.18/lb
- NonCRT Material : \$0.00/lb

Each load received will be reconciled and invoiced to reflect the weight of CRT material versus NonCRT material received.

Payment terms are N30.

### ADDENDUMS REQUIRED

- |  |  |
|--|--|
| <input type="checkbox"/> Appendix I: Shipping Guidelines | <input type="checkbox"/> Residential Customer Requirements |
| <input type="checkbox"/> W-9                             | <input type="checkbox"/> Vendor Forms                      |

### CUSTOMER ACKNOWLEDGEMENT

In accordance with this Statement of Work, I, as an authorized representative of the organization listed herein, agree to comply with all requirements listed throughout, and within any addendums required. Should my organization deviate from any requirements, I agree that my organization may be charged for any and all additional expenses incurred including, but not limited to, detention fees, sorting fees, administrative fees, additional labor fees, packaging fees, disposal costs, Truck Orders Not Used, or any other costs deemed necessary by Kuusakoski/Vintage Tech. By signing, I acknowledge that I have read and will comply with all requirements herein and attached, and understand that pricing is subject to change based on market conditions.

Kuusakoski US, LLC · Kuusakoski Glass, LLC · Vintage Tech, LLC

13543 S. Route 30, Plainfield IL | 2022 W. Townline Rd, Peoria IL | 900 Wheeler Way, Langhorne PA

<b>Print Name:</b>		<b>Date:</b>	Click or tap to enter a date.
<b>Signature:</b>		<b>Title:</b>	



## Agenda Report Form

### Open Session Item

**SUBJECT:** Express Approval – Town of Hancock Annexation of 3 parcels along Warfordsburg Road

**PRESENTATION DATE:** January 12, 2021

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

**RECOMMENDED MOTION:** Move to grant/deny express approval to the Town of Hancock.

**REPORT-IN-BRIEF:** The basis for seeking Washington County Commissioners express approval of this annexation comes from the Local Government Article of Maryland's Annotated Code §4-416(b) which states:

*“Without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation.”*

**DISCUSSION:** Zoning regulations adopted by each jurisdiction are compared to determine whether a substantial difference in land use exists between the current authorized uses under County zoning and proposed authorized uses under Town Zoning.

In this case all properties are currently zoned Highway Interchange (HI) under County regulations. The Town is proposing to apply Business General (BG) zoning on the properties upon annexation.

Both the County and the Town Zoning regulations for these respective districts permit a variety of similar land uses including business and professional office uses, retail sales and services, social and cultural uses, and public administration services. County zoning of HI appears to be more permissive than the Town zoning of BG in that the County allows for light manufacturing uses in the HI District whereas the Town BG district does not. There does not appear to be a conflict of uses between the existing County zoning and the proposed Town zoning.

It is Staff's recommendation that the express approval be granted for this annexation based on the majority of uses between the two zoning districts being similar.

**FISCAL IMPACT:** n/a

**CONCURRENCES:** n/a

**ALTERNATIVES:** n/a

**ATTACHMENTS:** Town Annexation Plan; Zoning Exhibit

**AUDIO/VISUAL NEEDS:** Zoning Exhibit

## ANNEXATION RESOLUTION

RESOLUTION NO ----- 2020

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HANCOCK, ENLARGING THE CORPORATE BOUNDARIES OF THE TOWN OF HANCOCK BY ANNEXING LAND CONTIGUOUS TO AND ADJOINING UPON THE CORPORATE BOUNDARIES OF THE TOWN ALONG WARFORDSBURG ROAD FROM THE VICINITY OF 14717 WARFORDSBURG ROAD NORTHWARD TO THE PENNSYLVANIA STATE LINE IN ELECTION DISTRICT NO. 5, WASHINGTON COUNTY, MARYLAND AND CONTAINING APPROXIMATELY 130.83 ACRES, MORE OR LESS, THEREBY AMENDING THE CHARTER OF THE TOWN OF HANCOCK, AND PROVIDING FOR THE CONDITIONS AND CIRCUMSTANCES APPLICABLE TO THE PROPOSED CHANGES IN THE BOUNDARY OF THE TOWN AND THE AMENDMENT OF THE SAID CHARTER, AND TO ESTABLISH THE ZONING CLASSIFICATION FOR THE AREA ANNEXED.**

WHEREAS, pursuant to the authority of Article XI-E of the Constitution of the State of Maryland, and Subtitle 4 of Title 4 of the Local Government Article of the Annotated Code of Maryland, it is the intention of the Mayor and Council to introduce and pass a resolution providing that the present corporate limits as described in the Charter of the Town of Hancock be enlarged to include therein property within Washington County, Maryland, those properties known as 14732, 14937, and 0 Warfordsburg Road, Hancock, Maryland, and certain right-of-way areas adjacent thereto, as more particularly described in the metes and bounds descriptions herein attached hereto and made a part hereof as **Exhibit A** and shown on the Annexation Plat attached hereto as **Exhibit B** (the "Land"), which property is contiguous and adjoining to the existing corporate boundaries of the Town of Hancock; and

WHEREAS, the annexation which is the subject of this Resolution does not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town of Hancock, real property proposed to be within the corporate limits of the Town of Hancock as a result of the proposed annexation, or any combination of such properties; and

WHEREAS, pursuant to the authority of § 4-403(b) of the Local Government Article of the Annotated Code of Maryland, the Mayor and Council may introduce an annexation resolution with the consent of at least 25% of the registered voters who are residents in the area to be annexed and the owners of at least 25% of the assessed valuation of the non-tax exempt real property in the area to be annexed;

WHEREAS, there are nine registered voters who are residents in the area to be annexed; and

WHEREAS, 2004 Orchard Business Park, LP, a State of Maryland limited partnership and FRM, LLC, a Maryland limited liability company, the owners of the non-tax exempt Land, have consented and agreed to the annexation of the Land into the corporate limits of the Town and to make applicable to that area all laws which are now in force

and effect or which may hereafter be enacted by the Mayor and Council of Hancock, as evidenced by the Consent of Property Owner attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, the proposed zoning for the Land was referred to and reviewed by the Town of Hancock Planning Commission in relation to the Comprehensive Plan, the Zoning Ordinance, and the other applicable land-use ordinances of the Town, and the needs of the particular neighborhood and vicinities of the area to be annexed, and said Planning Commission has agreed that **General Commercial (GC)** zoning is proper and desirable under all of the circumstances and should be accomplished at this time; and

WHEREAS, the Mayor and Council have determined to initiate the Resolution to enlarge and extend the limits of the Town of Hancock to include and zone the Land described as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF HANCOCK:

**Section 1.** That there is hereby annexed into the corporate boundaries of the Town of Hancock, a municipal corporation of the State of Maryland, all that land contiguous and adjoining the current boundaries of the Town of Hancock in Washington County, Maryland, consisting of three legal parcels of approximately 130.83 acres of land<sup>1</sup>, as more particularly and fully described in a metes and bounds description set forth on **Exhibit A** hereto, based on that survey represented by an Annexation Plat for the Town of Hancock prepared by Frederick, Seibert and Associates, designated as Job No.6983.H, and incorporated herein by reference and attached hereto as **Exhibit B**.

**Section 2.** The Town Manager shall cause a notice of the proposed enlargement of the corporate boundaries of the Town of Hancock to be published not less than two (2) times, at weekly intervals, in a newspaper of general circulation in the Town of Hancock, Maryland, said notice describing the proposed enlargement (i.e., the area to be annexed) and conditions and circumstances applicable thereto and specifying the time, date and place at which a public hearing will be held on the proposed annexation. Said public hearing is to be held on the 9<sup>th</sup> day of September, 2020 at 7:00 p.m. in the Town Mayor and Council Meeting, Hancock, Maryland, said date being more than fifteen (15) days after the second publication of the notice in the aforementioned newspaper.

**Section 3.** Immediately upon the first publication of the public notice, the Town Manager shall cause a copy of the public notice to be provided to the Board of County Commissioners of Washington County, Maryland, the Washington County Department of Planning and Community Development, and the Maryland Department of Planning. Each of these agencies and jurisdictions shall have the first right to be heard at the scheduled public hearing, after which the hearing shall be open to the general public.

**Section 4.** This Resolution shall be and become effective forty-five (45) days after its passage by the Mayor and Council unless a petition for referendum in accordance with Sections § 4-408, § 4-409, or § 4-410 of the Local Government Article of the Annotated Code of Maryland is submitted to the Town Manager within forty-five (45) days following its passage.

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<sup>1</sup> The as-surveyed acreage differs slightly from that reflected on the SDAT tax account information.

**Section 5.** That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the Town of Hancock, and all duly adopted provisions of the Charter of the Town of Hancock, the Code of the Town of Hancock and the ordinances of the Town of Hancock shall be, and hereby are, extended and made applicable to such portion of Washington County, Maryland as is, under the provisions of this Resolution, annexed to and made a part of the Town of Hancock, Maryland. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and Council of Hancock to amend or to repeal any Charter provision, Town Code provision or ordinance existing at the date of passage of this Resolution, or to enact and ordain any ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain.

**Section 6.** The inhabitants of the Land annexed to the Town of Hancock by this Resolution shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the Town of Hancock, so far as the same may be consistent with the provisions of this Resolution, and the Land so annexed shall, in all respects, be taken and considered as part of the municipal corporation of the Town of Hancock.

**Section 7.** Within ten (10) days after the effective date of this Resolution, the Town Manager of the Town of Hancock shall send a copy of this Resolution together with the new boundaries of the Town of Hancock, to a) the Clerk of the Circuit Court for Washington County, Maryland; and b) to the Department of Legislative Services. Thereafter, the Town Manager shall hold this Resolution and make it available for inspection during all business hours.

**INTRODUCED** the \_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED** under our hands and seals at the Town Hall, Hancock, Maryland, this \_\_\_\_ day of \_\_\_\_\_, 2020, with the corporate seal of the Town of Hancock hereto attached, duly attested by the Town Manager.

ATTEST:

MAYOR AND COUNCIL OF  
HANCOCK, MARYLAND

\_\_\_\_\_  
Joe Gilbert, Town Manager

\_\_\_\_\_  
Ralph T. Salvagno, M.D., Mayor



## **EXHIBIT A**

Description of additional lands of the Town of Hancock, subject to and together with any and all easements or rights of way of record and applicable thereto:

Tax Map 3, Parcel 117

Description of lands of Lands of Orchard Business Park Limited Partnership

Situate along the west side of Warfordsburg Road, just south of the Pennsylvania State Line, in Election District No. 5, Washington County, Maryland, and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a point along the west side of Warfordsburg Road, said point being the northeastern corner of the herein described parcel, running thence in a clockwise direction with the western side of Warfordsburg Road S15°50'22"E 1189.27 feet to a point, thence by a curve to the right having a radius of 1080.86 feet, an arc length of 715.42 feet, a chord bearing of S03°07'20"W, and a chord distance of 702.43 feet to a point, thence S22°00'35"W 381.97 feet to a point, thence along the lands now or formerly of Lanco Dairy Farms Co-Op (Liber 5079, folio 198) S68°10'38"W 35.32 feet to a point, thence N70°21'39"W 631.24 feet to a point, thence by a curve to the left having a radius of 100.00 feet, an arc length of 106.40 feet, a chord bearing of S89°13'32"W and a chord distance of 101.45 feet to a point, thence by a curve to the right having a radius of 40.00 feet, an arc length of 65.51 feet, a chord bearing of N82°01'35"W and a chord distance of 58.43 feet to a point, thence N61°12'55"W 274.13 feet to a point, thence N66°04'24"W 103.00 feet to a point, thence S83°23'44"W 71.19 feet to a point, thence N 84°54'15" W 431.21 feet to a point, thence along the east side of Interstate 70 (Dwight D. Eisenhower Highway) by a curve to the right having a radius of 3744.72 feet, an arc length of 1114.47 feet, a chord bearing of N19°06'21"E and a chord distance of 1110.36 feet to a point, thence N 27°37'55" E 846.10 feet to a point, thence along the lands now or formerly of Lance Dairy Farms Co-Op (Deed Book 619, page 254) S89°18'05"E 722.25 feet to the place of beginning;

Containing 64.38 acres of land more or less;

Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto;

Said lands being the lands conveyed in a deed from H.B. Mellott Estate, Inc., to Orchard Business Park Limited Partnership, dated November 30, 1998, recorded among the Land Records of Washington County, Maryland in Liber 1459, folio 851.

Tax Map 3, Parcel 119

Description of lands of Lands of Orchard Business Park Limited Part.

Situate along the east side of Warfordsburg Road, just south of the Pennsylvania State Line, in Election District No. 5, Washington County, Maryland, and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a point along the east side of Warfordsburg Road, said point being the northwestern corner of the herein described parcel, thence running in a clockwise direction, along the lands now or formerly of Lance Dairy Farms Co-Op (Deed Book 619, page 254) and the lands now or formerly of Orchard Business Park LP (Deed Book 274, page 87) S89°18'05"E 355.00 feet to a point, thence along the lands now or formerly of FRM LLC (Liber 1660, folio 1086) S26°05'09"W 509.33 feet to a point, thence along the east side of Warfordsburg Road N15°50'22"W 480.00 feet to the place of beginning;

Containing 1.88 Acres of land more or less;

Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands being the lands conveyed in a deed from Mellott Company, formerly known as H.B. Mellott Estate, Inc., to Orchard Business Park Limited Partnership, dated June 5, 2009, recorded among the Land Records of Washington County, Maryland in Liber 3689, folio 53.

## Tax Map 3, Parcel 5

### Description of lands of FRM LLC

Situate along the east side of Warfordsburg Road, approximately 480 feet south of the Pennsylvania State Line, in Election District No. 5, Washington County, Maryland, and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a point along the east side of Warfordsburg Road, said point being the southwestern corner of the herein described parcel, thence running in a clockwise direction N22°00'35"E 266.34 feet to a point, thence along the lands now or formerly of Wayne R. Baier and Mary V. Baier (Liber 3392, folio 218) S16°42'34"E 170.85 feet to a point, thence S11°01'01"E 109.08 feet to a point, thence S24°40'30"E 66.40 feet to a point, thence S48°39'30"E 10.00 feet to a point, thence N24°43'44"E 704.12 feet to a point, thence N75°51'38"W 259.92 feet to a point, thence along the east side of Warfordsburg Road N22°00'35"E 689.65 feet to a point, thence by a curve to the left having a radius of 1140.86 feet, an arc length of 755.09 feet, a chord bearing of N03°07'17"E and a chord distance of 741.39 feet to a point, thence N15°50'22"W 691.46 feet to a point, thence along the lands now or formerly of Orchard Business Park LP (Liber 3689, folio 53) N26°05'09"E 509.33 feet to a point, thence along the lands now or formerly of Orchard Business Park LP (Deed Book 274, page 87) S89°18'05"E 1319.82 feet to a point, thence along the lands now or formerly of Ronald and Carol Michael (Liber 5434, folio 212) and the lands now or formerly of the Hancock Assembly of God Church (Liber 829, folio 596), S20°58'09"W 696.28 feet to a point, thence along the lands aforesaid of the Hancock Assembly of God Church (Liber 829, folio 596), and other lands now or formerly of the Hancock Assembly of God Church (Liber 822, folio 726) and other lands now or formerly of the Hancock Assembly of God Church (Liber 742, folio 370) S20°34'13"W 725.19 feet to a point, thence along the lands now or formerly of the Hancock Assembly of God Church (Liber 742, folio 370) S22°01'04"W 248.67 feet to a point, thence S40°17'37"W 141.06 feet to a point, thence S22°36'15"W 332.31 feet to a point, thence S14°33'01"W 730.32 feet to a point, thence along the lands now or formerly of Pittman Properties LLC (Liber 3195, folio 245) S21°12'22"W 921.33 feet to a point, thence N70°29'48"W 106.21 feet to a point, thence along the lands now or formerly of Joseph and Kathy Lashley (Liber 1054, folio 500) N20°53'49"E 130.55 feet to a point, thence N61°07'34"W 587.93 feet to the place of beginning; Containing

64.36 Acres of land more or less;

Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands being the lands conveyed in a deed from FRM Development Corporation as general partner and Terry L. Randall and Jennifer J. Gordon, executors of the Estate of Forrest R. Mellott, as limited partner, of FRM Limited Partnership, to FRM, LLC, dated May 8, 2001, recorded among the Land Records of Washington County, Maryland in Liber 1660, folio 1086.

### Tax Map 502, Warfordsburg Road

Description of Warfordsburg Road right of way,

Situate along Warfordsburg Road, just south of the Pennsylvania State Line in Washington County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a point on the western right of way line of Warfordsburg Road, said point being the northwestern most corner of the lands herein described, thence running in a clockwise direction along the Pennsylvania State Line, crossing Warfordsburg Road S89°18'05"E 62.59 feet to a point, thence along the lands now or formerly of Orchard Business Park LP (Liber 3689, folio 53) S15°50'22"E 480.00 feet to a point, thence along the lands now or formerly of FRM LLC (Liber 1660, folio 1086) S15°50'22"E 691.46 feet to a point, thence by a curve to the right having a radius of 1140.86 feet, an arc length of 755.09 feet, a chord bearing of N03°07'17"E and a chord distance of 741.39 feet to a point, thence S22°00'35"W 381.93 feet to a point, thence crossing Warfordsburg Road N67°59'25"W 60.00 feet to a point, thence along the lands now or formerly Orchard Business Park LP (Liber 1459, folio 851) N22°00'35"E 381.97 feet to a point, thence by a curve to the left having a radius of 1080.86 feet, an arc length of 715.42 feet, a chord bearing of N03°07'20"E and a chord distance of 702.43 feet to a point, thence N 15°50'22" W 1189.27 feet the place of beginning;

Containing 3.165 Acres of land more or less;

Said lands are conveyed subject to and together with any and all easements or rights of way of record and applicable thereto.

Said lands being part of the rights of way of Warfordsburg Road.



**EXHIBIT C**

CONSENT OF PROPERTY OWNERS



**Town of Hancock  
126 West High Street  
Hancock, Maryland 21750**

### **Annexation Plan**

<b>Location of Property</b>	<b>Owner</b>
<b>0 Warfordsburg Road</b>	<b>FRM LLC</b>
<b>14937 Warfordsburg Road</b>	<b>Orchard Business Park LP</b>
<b>14732 Warfordsburg Road</b>	<b>Orchard Business Park LP</b>
<b>Right of Way Area – Warfordsburg Road</b>	<b>(Tax Exempt)</b>

**Pursuant to MD Code Ann., Local Gov’t 4-415, herewith is the annexation plan for the areas proposed to be annexed. Any future amendments to this annexation plan may not be construed in any way as an amendment to the resolution to annex said lands, nor may they serve in any manner to cause re-initiation of the annexation process.**

**The contemplated annexation is at the request of the Town with the consent of the property owners.**

#### **Land Use Pattern**

The parcels proposed for annexation is designated as “Town of Hancock Growth Area” in the 2010 Washington County Comprehensive Plan and are consistent with the provisions of the Town of Hancock 2010 Comprehensive Plan Municipal Growth Element. In the area petitioned for annexation, the area is zoned by Washington County as Highway Interchange (HI). The requested zoning comes under the Town of Hancock zoning category BG, Business General. This zoning classification of the Town would permit the development of commercial uses, consistent with the County and Town Comprehensive Plans and Zoning Ordinances. Proposed uses will be consistent with the use standards contained within the Town of Hancock TC Zone.

These properties are currently vacant land. Proposed uses for these properties for is possible commercial development to include warehousing, light industrial, manufacturing or distribution centers or other commercial, retail or hospitality purposes. These present and planned uses for these properties are consistent with the Business General zoning.

#### **Public Facilities**

A required consideration of any annexation request is the availability of public services to serve the proposed development on the subject property. The Comprehensive Plan for the Town of Hancock requires the applicant to demonstrate the ability of the Town's facilities to provide the necessary infrastructure to serve the development needs of the subject parcels.

The proposed annexation property is planned to be served by Town water and wastewater/sewer services. These services are not currently in place or available. However, a Preliminary Engineer Report and Environmental Report is currently being prepared that includes the extension of water and sewer services to serve these properties proposed to be annexed. That PER is expected to be complete no later than October 2020 with construction of the water and sewer to serve these annexed properties possible in July 2021 (FY2022).

### **Public Services**

Development of the subject site as intended by the proposed Development Program will have minimal impact on Town facilities. The majority of Town services expended are in relation to the needs of the growing residential communities within the Town. Conversely, commercial uses traditionally require less public services than residential communities. The proposed development of the subject site will have no impact on schools based upon the requested BG

zoning. Therefore, no land will be needed from this area for a school site.

The Washington County Library is located on West Main Street and Tonoloway Street in downtown Hancock. Because of its commercial nature, this proposed annexation will not warrant an additional library site. Due to the proposed commercial nature of the parcels, a recreation facility in this area would be impractical. Additionally, the commercial nature of this annexation will not generate a need for additional recreation facilities.

### **Emergency Services**

Police services within the Town of Hancock are provided by the Town Police Department. The Town Police rely upon and are supported by the Washington County Sheriff's Office and the Maryland State Police. Fire and rescue services are provided by the local Volunteer Fire and Rescue companies, which receive support from the County-wide fire tax as well as government sources.

The subject property is within two (2) miles of current Fire and Rescue facilities within the Town, within two miles to the Town Police Department.. It is anticipated that the existing service providers will be able to adequately service the needs of the project, and that the needs of the proposal will not unduly tax existing service providers. There is no need for land for a police station. There is no need to reserve land for a fire station.

### **Water and Sewer**

The proposed properties to be annexed are planned to be served by the Town municipal water and sewer lines. The pre-development engineering report and environmental report are currently underway with a anticipated completion date of October 2020. These plans include providing water and sewer to these properties to be annexed. The preliminary pre-development plan also includes the construction of a wastewater pumping station adjacent to the properties to provide wastewater conveyance from the proposed properties to the Town of Hancock wastewater treatment facility.

#### Water

The proposed site for annexation will be served by a new water main that will have the capacity to provide fresh water to support the proposed uses of the properties to include commercial or industrial enterprises.

The properties will be served by a water main that will connect onto the existing Town water system in the vicinity of 295 Resley Street, Hancock. This new water main will be installed on the east side of Warfordsburg Road adjacent to the property of FRM, LLC. The water main will turn west installed on the south side of the property that is currently the Orchard Business Park.

#### Sewer

The Town's wastewater treatment plant will have adequate capacity and treatment capability to accommodate



sewage flows projected to be generated as a result of the proposed annexation and development. Upgrades to the Town's wastewater treatment facility are expected to begin no later than FY2022 (July 2021). The proposed annexed properties and their commercial uses are factored into the increased capacity of the Town of Hancock wastewater treatment facility.

The pre-development preliminary engineer report and environmental report is underway for upgrades to the Town wastewater and sewer system. This pre-development plan includes extending these services to the proposed properties to be annexed. The new sewer lines will connect onto the Town's existing sewer system in the vicinity of 295 Resley Street.

The pre-development plan also includes the possible construction of a wastewater pumping station to be installed in the southwest corner of the Orchard Business Park property. This new wastewater and sewer lines and pumping station will adequately accommodate the increased capacity of any commercial development of the annexed properties.

### **Extension of Municipal Services**

Municipal services such as Police protection, trash collection and general public works will be available to the annexed area if and when the properties are annexed.

Municipal trash service will be available to these annexed properties within the current capacity of the existing Town trash removal contract.

### **Initial Mitigation Plans by the Developer**

The Town plans to include these properties in the construction and upgrades to the Town's water and sewer services. The increase in capacity for commercial development is included in any and all planned increase in Town services.

The land is currently a vacant business park and will be available for development upon the completion of annexation and then the construction of the water and sewer services.

The current owners of the property plan on making these properties available for commercial development upon completion of the annexation by the Town of Hancock and the extension of the water and sewer services. All other services, police, fire and EMS service, Town trash will be immediately available to these properties.

## **EXHIBIT 1**

### **410 “GC” General Commercial District**

## **410 “GC” General Commercial District**

The General Commercial area accommodates both traditional retail uses and the kinds of highway-oriented commercial enterprises that function better outside typical downtown “Main Street” locations because they need large buildings, parking lots and/or outdoor storage areas.

### **A. Principal Permitted Uses and Structures:**

Only the following principal uses and structures are permitted in the “GC” district.

1. Recreational facility owned or operated by Hancock or other government.
2. Public building or use owned or operated by Hancock.
3. Office or clinic for medical or dental examination or treatment of persons as out-patients including laboratories incidental thereto.
4. Business, professional, or governmental offices.
5. Retail stores selling antiques, apparel, art supplies, beverages, books, cards, confections, dry good, drugs, fabrics, floor covering, flowers, foodstuffs, furniture, garden supplies, gifts, hardware, hobbies, appliances, jewelry, luggage, music, musical instruments, novelties, paint, equipment, periodicals, music, shoes, sporting goods, fishing supplies, boating and marine supplies and equipment, stationery, tobacco and similar use.
6. Service business including barber, beauty shop, laundry and dry cleaning, shoe repair, photographer, caterer, health club, travel agency, tailor repair shop for watches, guns, bicycle, locks.
7. Bank or saving and loan association.
8. Newspaper; printing establishment.
9. Upholsterer, cabinet maker and similar custom crafts (see also as Home Occupation).
10. Theater, indoor.
11. Entertainment and recreation facilities operated as a gainful business within a building.
12. Gasoline service station subject to the following additional provisions:
  - a) All activities, except those to be performed at the fuel pumps, shall be performed within a completely enclosed building.
  - b) Fuel pumps shall be at least 10 feet from any street right-of-way.
  - c) All automobile parts, dismantled vehicles, and similar articles shall be stored within a building.
  - d) Full body paint spraying or body and fender work shall not be permitted.
13. Sale of automotive accessories, parts, tires, batteries, and other supplies.
14. Emergency Services Station.
15. Bus Station or Taxi Company.
16. Wholesale business and storage subject to the following provisions;
  - a) Storage of all new or used items, including dismantled vehicles, parts, equipment, and what is generally referred to as junk” must be screened from view from the street and adjoining property by building wall and/or substantial landscaping.
17. Contractor offices and shops such as building, cement, electrical, heating, masonry, painting and roofing, and provided that within the TC district, such use shall not include outdoor

- storage of equipment or materials that are visible from a street or other property.
18. Printing, publishing, binding. Other than newspaper printing.

B. Special Exceptions:

Only the following uses and strictures are permitted in the “GC” District as special exceptions after approval by the Board of Appeals.

1. Churches and other places of Worship, providing up to two dwelling units may be provided for religious personnel which shall meet the requirements for Uses A.1 through A.5, as applicable.
2. Private or public primary or secondary schools (other than Child Care Center or other similar uses or trade schools), subject to the following additional provisions.
  - a) Dormitories or other living accommodations for faculty or students shall meet the minimum requirements of Section “A” as applicable.
  - b) A lot area of not less than 5 acres shall be required.
  - c) Lot width of 300 feet shall be required.
  - d) No part of any building shall be located less than 75 feet from any adjoining lot line in separate ownership.
3. Child Care Center, subject to the following additional condition: (See also as an accessory use in Section F).
  - a) In a Residential District the use shall be conducted in a building designed for residential occupancy.
  - b) A lot area of not less than 20,000 square feet shall be required.
  - c) On a lot having the permissible minimum area, the total number of children registered and/or cared for on the premises shall not exceed 10 and for each additional child 1,000 sq. ft. of lot area above the minimum, one additional child may be registered and/or cared for on the premises.
  - d) Any outdoor play area shall be located in the rear yard and its boundaries shall be at least 10 feet from any lot line.
  - e) Outdoor play areas shall be sufficient screened and sound insulated so as to protect the neighborhood from noise and other disturbance. To fulfill this requirement, screening may be located anywhere on the lot as needed.
4. Trade or professional school, music, dancing or hobby school.
5. Library or museum, open to the public or connected with a permitted educational use, and not conducted as a private gainful business.
6. Community center, adult education center, or other similar facility operated by an educational, philanthropic or religious institution subject to the following provision:
  - a) The use shall not be conducted as a private gainful business
  - b) No outdoor active recreation area shall be located nearer to any lot line than the required yard depth.
7. Recreation facility owned or operated by a nongovernmental agency subject to the following additional provisions:
  - a) The use shall not be conducted as a private gainful business (See below for recreational facilities operated as a gainful business).
  - b) If the facility includes a swimming pool, the pool including the apron, filtering and pumping equipment and any related building, shall be at least 75 feet from any lot line except that, where the lot upon which it is located abuts land in a “TC” District, said pool may be constricted not less than 25 feet from the nearest lot line of such land in the

“TC” District

- c) Outdoor recreation areas including pools shall be sufficiently screened and sound insulated so as to protect the neighborhood from glare, noise and other disturbance.
- 8. Private club or lodge (other than a use listed), subject to the following additional provisions in Districts where permitted only by Special Exception:
  - a) The use shall not be conducted as § private gainful business.
  - b) A lot area of not less than 3 acres shall be required.
  - c) All buildings shall be located not less than 50 feet from any lot line.
- 9. Golf course, country club, subject to the following additional provisions:
  - a) A lot area of not less than 25 acres shall be required.
  - b) All buildings and golf greens and tee shall be located not less than 75 feet from any lot line.
- 10. Golf driving range subject to the following additional provisions.
  - a) A lot area of not less than 15 acres shall be required.
  - b) All buildings and tees shall be located not less than 75 feet from any lot line.
  - c) All lighting and activity areas shall be sufficiently screened so as to protect the neighborhood from glare, noise and other disturbance.
- 11. Restaurant Without Drive-Thru Service.
- 12. Restaurant With Drive-Thru Service.
- 13. Motel or hotel.
- 14. Outdoor entertainment and recreation facilities, including drive-in theater, operated as a gainful business, other than uses listed separately in this section.
- 15. Sale or rental of motor vehicles.
- 16. Repair garage including paint spraying and body and fender work or car wash, provided that all repair and paint work is performed within an enclosed building.
  - a) All automobile parts, dismantled vehicles, and similar articles shall be stored within an enclosed building.
- 17. Sale or rental of farm equipment, trailers, mobile homes for off-site use, snowmobiles and miscellaneous vehicles, and which may include repair and display of such items, provided:
  - a) storage of used equipment, used mobile home, parts and junk” shall be screened from view of streets and other property by building walls and/or landscaping approved by the Board of Appeals. Such landscaping shall consist of evergreen trees with an initial height of 5 feet, in sufficient number to create an effective visual screen within 3 years after planting.
  - b) In place of screening, the Board of Appeals may approve screening of other appropriate materials that would be harmonious with the present or intended character of the surrounding area.
- 18. Transformer stations, structures housing switching equipment and regulators, pumping stations, power transmission line right-of-way, towers, communication antennas/towers or stations excluding commercial studios subject to the following provision:
  - a) In SR and TR Districts, the proposed use at the location selected is necessary for public convenience and service and cannot be supplied with equal public convenience at another location.
  - b) In SR and TR Districts, when practical, structures shall have the exterior appearance of residential buildings.
  - c) In RD, SR and TR Districts, no public business office nor any storage yard or

storage building shall be operated in connection with it.

d) In the case of radio and/or television transmitter towers any such tower shall meet the requirements of Section 518.

19. Offices for professional, business or governmental purposes, including but not limited to medical, law, real estate, insurance, accounting and manufacturer's representatives offices. All offices must meet the requirements of the Maryland State Fire Marshal's Office.

**C. Accessor\* Uses and Structures:**

The following accessory uses and structures shall be permitted in the "GC" district:

1. Non-commercial greenhouse, tool shed, private garage, swimming pool, or similarly accessory structure and other accessory uses customarily incidental to a permitted use and not normally conducted as an independent principal use, provided that any accessory to a use permitted only under a special exception shall be established only if and as provided in such exception.
2. Fences, walls and landscaping subject to the traffic visibility requirements and provisions of Section 504.
3. Off-street parking subject to the requirements of Article 6.
4. Signs subject to the requirements of Article 7.

**D. Agricultural Uses: The following agricultural uses shall be permitted in the "TC" district:**

1. Crop farming, orchards and forestry.

**E. Specifically Prohibited Uses:**

1. Junk Yard

**F. Not. Yard and Height Requirements: The following minimum requirements shall **apply** to all uses and structures in the GC district, except as superseded by more restrictive provisions elsewhere in this Ordinance.**

- |                     |                   |
|---------------------|-------------------|
| 1. Lot area         | 5,000 Square Feet |
| 2. Front Yard depth | 8 Feet            |
| 3. Side Yard depth  | 20 Feet           |
| 4. Rear Yard depth  | 75 Feet           |
| 5. Lot Width        | 15 Feet           |
| 6. Lot Coverage     | 80 Percent        |

## **EXHIBIT 2**

### **ARTICLE 12 “BG” BUSINESS, GENERAL DISTRICT**

#### **Section 12.0 Purpose**

The purpose of the Business, General District is to provide appropriate locations for businesses of a more general nature than might be expected to be found in a neighborhood.

All new development in the Business, General District should be served by public water and sewer facilities approved by the Washington County Health Department.

The following regulations and applicable regulations contained in other articles shall apply in the "BG" Business, General District.

#### **Section 12.1 Principal Permitted Uses**

- (a) Retail trades, businesses and services, including but not limited to the following and any use permitted in the BL District, subject to the use regulations specified in that district.

Amusement parks.

Animal hospitals, veterinary clinics, or kennels without outside runways or exercise areas.

Bottling of soft drink or milk, or distribution stations for same. Bowling alleys.

Carpentry or woodworking shops.

Conference Centers.<sup>100</sup>

Department stores.

Drive-in restaurants.

Golf driving ranges.

Hotels and apartment hotels, including motels.

Libraries.

Newspaper publishing establishments.

Printing shops.

Retail building material sales conducted in an enclosed structure with no outside material storage.

” Revision 17, Article 12 deleted and replaced, 4/17/12, eff. 7/1/12 (RZ-10-005/ORD-2010-07)  
’<sup>00</sup> Revision 17, Section 12.1(a) amended 4/23/13; Conference Centers added (RZ-12-002/ORD-2013- 13)

Sales and service establishments for automobiles, trucks, recreational travel vehicles, farm implements and motorcycles, subject to the setback requirements of Section 12.6(d).

Schools, business, dancing, music and trade. Sheet metal shops.

Sign painting shops.

Signs, outdoor advertising, subject to the provisions of Section 22.24 and 22.25.

Skating rinks.

Swimming pools.

Telephone central office or service center.

Temporary or Seasonal Retail - provided that the area devoted to the use be limited to less than 2,500 sq. ft. and that the use on the premises occurs for at least 30 days and does not exceed 9 months within a calendar year.

Tourist homes.

Wholesale business, warehousing or service establishments, except as first allowed in an "IR" or "IG" District.

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

- (a) Wholesale and retail outside building material storage yards; utility storage yards, such as water, electric, gas, communication and sewer; and outside storage yards which are directly related to any principal permitted or special exception use in a BG zone.
- (b) Feed and grain sales, milling and/or storage.
- (c) Outdoor drive-in theaters.
- (d) Animal hospitals, veterinary clinics, or kennels with outside runways or exercise areas which shall be 100 feet from any dwelling, place of worship, school or institution for human care not located on the same lot and subject to additional requirements of Section 12.5.
- (e) Research and development facilities as defined in Article 28A.
- (f) Adult bookstores provided that no such establishment is located within 1,000 feet of any residential district, within 1,000 feet of a place of worship or school, within 1,000 feet of any restaurant, eating establishment, hotel or motel, within 1,000 feet of any theater, club or lodge, or within 1,000 feet of any other adult book store



or adult mini-motion picture theater.

- (g) Adult mini-motion picture theaters, provided that no such establishment is located within 1,000 feet of any residential district, within 1,000 feet of any place of worship or school, within 1,000 feet of any restaurant, eating establishment, hotel or motel, within 1,000 feet of any theater, club, or lodge, or within 1,000 feet of any other adult mini-motion theater or adult book store.
- (h) Any other facility providing any other type of adult entertainment provided that no such establishment is located within 1,000 feet of any residential district, within 1,000 feet of a place of worship or school, within 1,000 feet of any restaurant, eating establishment, hotel or motel, within 1,000 feet of any theater, club, or lodge, or within 1,000 feet of any other adult book store, adult mini-motion picture theater, or any other facility providing adult entertainment.
- (i) Public utility buildings, structures, or uses not considered essential utility equipment, as defined in Article 28A.
- b) Commercial Communications Towers, subject to the requirements of Section 4.22.
- (k) Places of worship.
- (l) 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.

### Section 12.3 Accessory Uses

- (a) Uses and structures customarily accessory and incidental to any principal permitted use or authorized conditional use, including business signs pertaining to "use on the premises" (provided, that such signs are located as regulated in Section 22.23), and a single-family dwelling unit in the same building with a principal use.

### Section 12.4 Height Regulations

No structure shall exceed seventy-five (75) feet in height, except as provided in Section 23.4.

### Section 12.5 Lot Area, Lot Width and Yard Setback Requirements

The following minimum requirements shall be observed subject to the modified requirements in Article 23.

USE	LOT AREA	LOT WIDTH	FRONT YARD DEPTH	NO. OF STORIES	SIDEYARD (WIDTH EACH SIDEYARD)	REAR YARD
Non-residential Buildings	None	None	40 ft.		10 ft."	10 ft."
Hotels	20,000 sq. ft.	100 ft.	40 ft.		20 ft.	20 ft.*
Motels	1 acre	100 ft.	40 ft.	1 - 2 ?»	15 ft.	15 ft."
Residential parts of non-residential buildings	Same as "RU" District	Same as "RU" District	Same as "RU" District	Same as *RU" District	Same as "RU" District	Same as "RU" District
""*Animal hospitals, veterinary clinics, or kennels with outside runways or exercise areas	1 acre	200 ft.	50 ft.		50 ft.	50 ft.

\* Subject to requirements of Section 12.4.

» Except adjoining any RR, RT, RS, RU, or RMDistrict, in which case not less than thirty-five (35) feet and subject to all applicable screening requirements.

""(See also section 12.2(d)).

## Section 12.6 Design Standards

- (a) **Site Coverage:** Impermeable site coverage (Parking areas, building area, and other paved surfaces) shall not be greater than 80% of the gross area of the site. This site coverage limitation shall not include any area of pervious or permeable pavement.
- (b) **Refuse:** Adequate provision shall be made for storage and collection of refuse. Refuse collection and storage areas shall not be located in the front yard or in the front of the building. Refuse collection and storage areas may be located on the side or to the rear of the building but not in the side yard setback. Refuse collection and storage areas shall be completely shielded from view at all times by fencing or landscaping that meets the applicable requirements of Article 22, Division XI.
- (c) **Landscaping:** Permeable areas of the site, excluding permeable pavement, shall be landscaped with ground cover, shrubs, and trees according to the guidelines contained in Article 22, Division XI. If the new use is adjacent to any lot occupied by a dwelling, school, place of worship, or institution for human care not located on the same lot as said use or buildings, or any lot which is part of a duly recorded residential subdivision, it shall be effectively

screened according to the buffering requirements contained in Article 22, Division XI.

When additional screening and buffering is required or appropriate to enhance compatibility between uses it shall be provided according to the buffering requirements contained in Article 22, Division XI.

- (d) **Vehicle Display:** All vehicles displayed on sales lots, including farm implements, shall be parked at least ten (10) feet from the public or private street or road right-of-way, or from the curb, or from the street or road edge, whichever provides the greatest setback.
- (e) **Lighting:** All sites which will receive night use shall be provided lighting for safety and aesthetics. Lighting shall be provided in accordance with the regulations and guidelines contained in Article 22, Division X.
- (Q) **Signs:** Signs may be provided and shall be in accordance with the regulations and guidelines contained in Article 22, Division II.
- (g) **Loading Areas:** All uses shall provide an appropriately sized area for parking vehicles to load and unload goods and materials. The designated loading area shall not be located where it will interfere with the flow of traffic in the parking lot or on adjacent public or private streets. Loading areas shall be provided in accordance with the regulations and guidelines contained in Article 22, Division I. Where appropriate and approved by the Planning Commission, loading areas may be shared among several uses on the same site.
- (h) **Outside Storage:** All wholesale and retail outside building material storage yards and other outside storage yards shall include a fence or a dense screen planting of trees, shrubs, or other plant materials, or both, to the full length of the outdoor storage area to serve as a barrier to visibility, air borne particles, glare or noise. Such screen planting shall be in accordance with the following requirements:
  - 1. Plant materials used in the screen planting shall be of such species and size as will produce a complete visual screen of at least six (6) feet in height.
  - 2. A fence, when erected as a screen, shall be not less than six (6) feet in height, and shall be placed no closer than three (3) feet from any street or property line.
  - 3. The screen planting shall be placed so that at maturity it will be no closer than ten (10) feet from any street or property line.
  - 4. No structure, fence, planting or other obstruction shall be permitted which would interfere with traffic visibility across the corner of a lot and at access driveways within a required clear sight triangle. Such clear sight triangle shall be maintained in the area between a plane

two (2) feet above curb level and a plane seven (7) feet above curb level.

5. The screen planting or fence shall be broken only at points of vehicular or pedestrian access.
  6. The screening requirements of Article 22, Division XI shall also apply and the stricter shall prevail.
- (i) Permanent or temporary outside display areas shall be designated on the site plan and shall be designed to be consistent with the non-parking uses in parking facilities guidelines contained in Section 22.14. Outside display areas are subject to the yard requirements of Section 12.5.
- (j) Unoccupied commercial buildings shall be subject to the following maintenance of vacant buildings guidelines.
1. The property shall be kept clear of trash.
  2. Parking lot lights shall be illuminated during the evening business hours of the surrounding commercial area. If there is no adjacent commercial area, the property shall be minimally lit for security purposes.
  3. Commercial identification signs shall be removed and the space behind them repainted or treated in an appropriate manner to maintain an appearance consistent with the remainder of the building.
  4. Landscaped areas shall be kept clear of weeds and be properly maintained.
  5. Buildings shall be kept in good condition (painted areas kept in good condition, windows kept in good and clean condition, walls and other surfaces kept clear of graffiti and other staining elements, destruction caused by vandals repaired, etc.).
  6. Contact information shall be posted.
- (k) All new development in the Business, General District shall be served by public water and sewer facilities that have been approved by the Washington County Health Department.
1. The Planning Commission may waive this requirement after consultation and advice from the Health Department.
  2. Prior to a decision to grant or not grant a waiver of this requirement, the Planning Commission shall consider the following:
    - i. The need to protect environmental resources from potential pollution from failing septic systems.

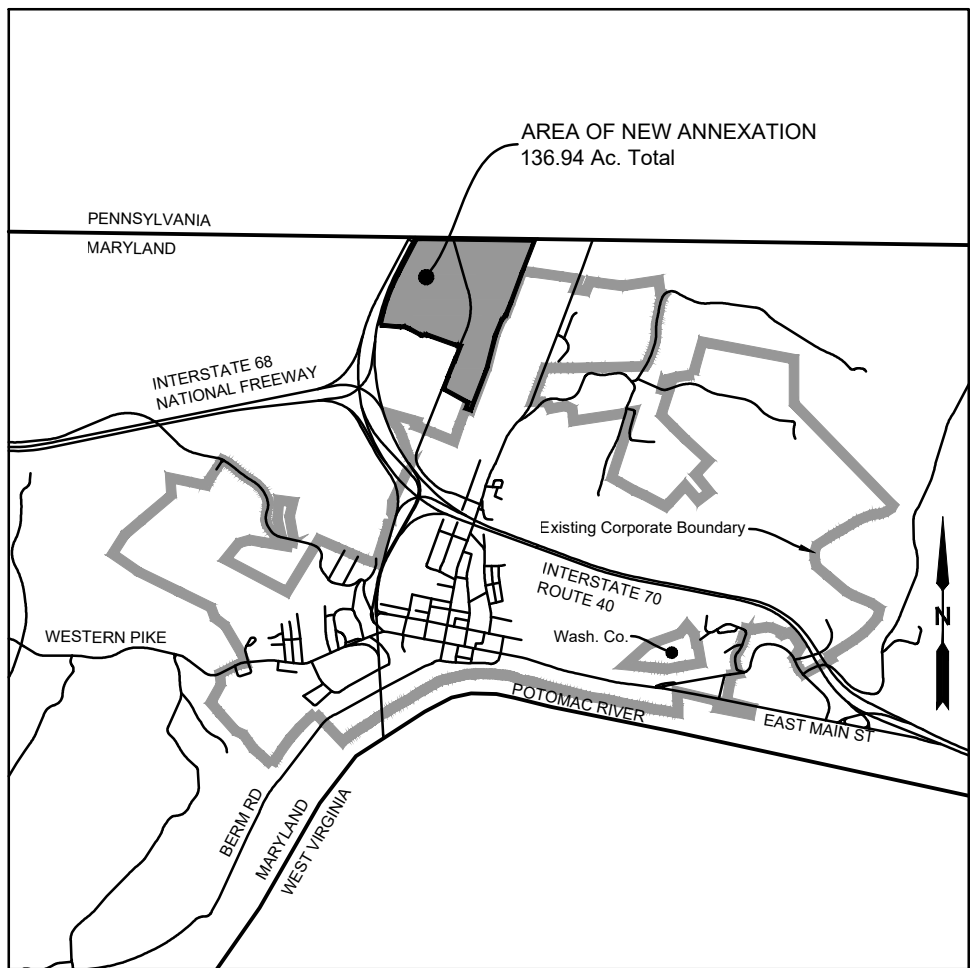
- ii. The availability and proximity of existing public water and sewer facilities.
- iii. The status of any available plans for utility extensions in the future that may serve the area.
- iv. The existence and operation of private, on-site health facilities in the vicinity.
- v. Recommendations of the Washington County Health Department.
- vi. The adopted Washington County Water and Sewerage Plan.
- vii. Recommendations of the potential service provider.
- viii. Any grant of a waiver to allow the use of a private, on-site well or septic system is conditional upon the agreement to abandon the private system and connect to the public utility when it becomes available.
- ix. When the Planning Commission has determined that a waiver from the required use of public water and sewer facilities is appropriate, the minimum lot size shall be as specified in Section 12.5. Lot dimensions shall also conform to any applicable minimum requirements affecting lot size, width, or separations imposed by the Washington County Health Department.
- x. Any private on-site well or septic system shall meet all Health Department requirements.

(I) All new development in the Business, General District shall comply with the requirements of the Washington County Adequate Public Facilities Ordinance.

#### Section 12.7 Site Plan

A Site Plan with an approved Forest Stand Delineation and Forest Conservation Plan is required (Section 4.11) for all principally permitted and approved special exception uses. All Site Plans shall contain information as required by the applicable sections of this Article and this Ordinance and shall not be approved without compliance with the applicable sections.





VICINITY MAP  
1"=4000'

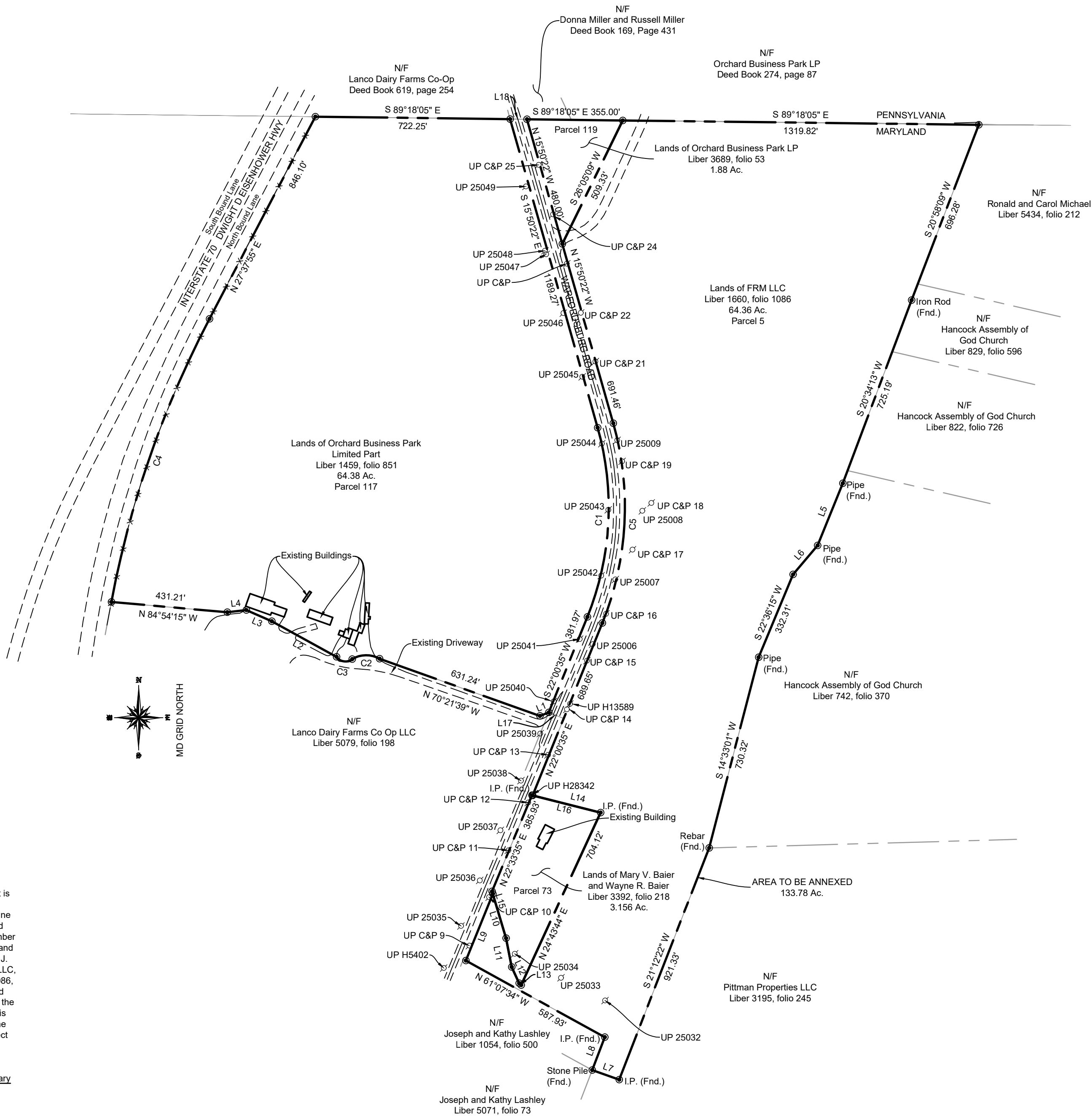
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1080.86'	715.42'	702.43'	S 03°07'20" W	37°55'26"
C2	100.00'	106.40'	101.45'	S 89°13'32" W	60°57'42"
C3	40.00'	65.51'	58.43'	N 82°01'35" W	93°50'08"
C4	3744.72'	1114.47'	1110.36'	N 19°06'21" E	17°03'07"
C5	1140.86'	755.09'	741.39'	N 03°07'17" E	37°55'19"

LINE	BEARING	DISTANCE
L17	S 67°59'25" E	60.00'
L18	N 89°18'05" W	62.59'
L19	S 68°10'38" W	35.32'
L20	N 61°12'55" W	274.13'
L21	N 66°04'24" W	103.00'
L22	S 63°23'44" W	71.19'
L23	S 22°01'04" W	248.67'
L24	S 40°17'37" W	141.06'
L25	N 70°29'48" W	106.21'
L26	N 20°53'49" E	130.55'
L27	N 22°00'35" E	266.34'
L28	S 16°42'34" E	170.85'
L29	S 11°01'01" E	109.08'
L30	S 24°40'30" E	66.40'
L32	N 75°51'38" W	259.92'
L33	N 16°42'34" W	180.91'
L34	S 75°51'38" E	262.53'

SURVEYOR'S CERTIFICATION

I hereby certify to the best of my professional knowledge and belief that the plat shown hereon is correct; that it is of lands to be annexed by the Town of Hancock, which includes the land described in a deed from Mellott Company, formerly known as H.B. Mellott Estate, Inc., to Orchard Business Park Limited Partnership, dated June 5, 2009, recorded among the Land Records of Washington County, Maryland in Liber 3689, folio 53, of the land described in a deed from H.B. Mellott Estate, Inc., to Orchard Business Park Limited Partnership, dated November 30, 1998, recorded among the Land Records of Washington County, Maryland in Liber 1459, folio 851, of the land described in a deed from FRM Development Corporation as general partner and Terry L. Randall and Jennifer J. Gordon, executors of the Estate of Forrest R. Mellott, as limited partner, of FRM Limited Partnership, to FRM, LLC, dated May 8, 2001, recorded among the Land Records of Washington County, Maryland in Liber 1660, folio 1086, of the land described in a deed from James A. Zahniser and Shirley L. Zahniser, Trustees under the James and Shirley Zahniser Living Trust, Wayne R. Baier and Mary V. Baier, dated September 12, 2007, recorded among the Land Records of Washington County, Maryland in Liber 3392, folio 218, and part of Warfordsburg Road; that this boundary survey was personally prepared by me or that I was in responsible charge over its preparation and the surveying work reflected hereon is in compliance with the requirements set forth in COMAR 09.13.06.03 in effect at the time this survey was performed.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2022.



TAX MAP3, Parcels 5, 73, 117, & 119

DRAWING NUMBER 01 OF 01

DRAWN BY: CMTDATE: 6/1/2020

CHECKED BY:DATE:

SCALE: 1" = 300'

FREDERICK SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS

128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740

20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225

505 SOUTH HANOVER STREET, CARLISLE, PENNSYLVANIA 17013

5201 SPRING ROAD, SUITE 3, SHERMANSDALE, PENNSYLVANIA 17090

(301) 791-3650 (717) 597-1007 (717) 701-8111 FAX (301) 739-4956

Annexation Plat

for

The Town of Hancock

situate along both sides of Warfordsburg Road

WASHINGTON COUNTY, MARYLAND

JOB NUMBER: 6983.H





## Agenda Report Form

### Open Session Item

**SUBJECT:** Restaurant Relief Grant, Phase II and Hotels and Lodging Provider Grant

**PRESENTATION DATE:** Tuesday, January 12, 2021

**PRESENTATION BY:** Susan Small, Director of Business Development

**RECOMMENDED MOTION:** Move to approve the acceptance of the grant funds in the amount of \$811,338 for the provision of additional restaurant relief, and \$581,461 for the provision of a hotel and lodging business grant program, from the Maryland Department of Business Management through the Department of Commerce.

**REPORT-IN-BRIEF:** Maryland is launching an additional \$30 million grant program to continue direct relief to the restaurant industry across the State. Additionally, a new \$50 million grant program will be funded to provide direct relief to hotels and lodging across the State. As in the past, these funds will be allocated to local jurisdictions in the form of a grant from the state and must be disbursed to businesses by no later than March 31, 2021, which includes the first round of restaurant relief.

**DISCUSSION:** Washington County Department of Business Development will be utilizing the previous Restaurant Relief program from November 2020 in order to disburse the second phase of funding. To enable funding to reach a wider range of restaurants, we ask those restaurants that have already been awarded through the restaurant relief program (Phase I) to kindly refrain from applying to Phase II. The maximum award for this grant program is a total of up to \$20,000 per applicant, and will be administered on a first come, first serve basis until the funding has been expended. For the hotel and lodging provider grant program, grant awards will be predetermined and distributed to businesses proportionately based on the hotel and lodging providers' share of hotel and rental tax generated by accommodations. The Department of Business Development will be mailing award/acceptance letters and applications to be returned within a specified time frame in order for the hotel or lodging provider to receive funding.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** John Martirano, County Administrator; Susan Buchanan, Director, Grant Management

**ATTACHMENTS:** Restaurant Relief Phase II Application

**Rise Up Restaurant Relief  
Washington County Grant Assistance Program**

**APPLICATION FORM - PHASE TWO**

**By completing this application, the applicant accepts the following terms:**

1. All of the information set forth in the Application is true and correct.
2. The Grantee and the person signing below have the authority or right to sign this formal application and agree to its terms.
3. The applicant is and will remain, in compliance with the laws of the Federal Government and the State of Maryland and its political subdivisions, including all laws prohibiting discrimination.
4. If any information or certification in the Application or any attachments to the Application are false or materially misleading, the Grantee shall repay any awarded grant funds back to Washington County, MD in the full amount.

**Eligibility Criteria**

1. To enable funding to reach a wider range of restaurants, we are unable to provide funding to those restaurants that have already been awarded through the restaurant relief program Phase 1, that was released on November 4, 2020.
2. Must own, rent, or lease a permanent or mobile commercial food and/or beverage service location in Washington County as of March 1, 2020 (non-profit organizations, commissaries, food banks, groceries, farmers markets, vending machines, home kitchens, etc. are not eligible)
3. Business must have a current Washington County business license and have been in business on March 1, 2020, and the business must be in good standing with Washington County Government and the State of Maryland with no outstanding taxes, fees, or other charges, and registered with the state, if required by law.
4. Eligible expenses may include, but are not necessarily limited to working capital, such as rent, payroll, and job training, purchase of equipment and services to expand outdoor dining, such as tents, heaters, warmers, and carts, infrastructure improvements, such as HVAC system upgrades, technology to support carryout and delivery, purchase of PPE and disposable food containers or utensils, sanitation services, and any other costs related to continuity of business.
5. The maximum award for this grant program is a total of up to \$20,000 per applicant, no matter how many individual businesses you own.

## **Applicant Information**

Business Legal Name: \_\_\_\_\_  
Doing Business As (DBA): \_\_\_\_\_  
Tax ID/EIN: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Business Phone Number: \_\_\_\_\_  
Business Website: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

### **Required Applicant Information:**

If you answer NO to any of the following questions, then your business does not qualify for this grant. Please visit [www.washcorises.net](http://www.washcorises.net) for additional financial assistance.

Is the business in good standing with Washington County Government and the State of Maryland with no outstanding taxes, fees, or other charges, and registered with the state, if required by law.

Check: YES ☐ or NO ☐

Have you owned, rented, or leased a permanent or mobile commercial food and/or beverage service location in Washington County as of March 1, 2020

Check: YES ☐ or NO ☐

Are you a For-profit, locally owned and operated restaurant?

Check: YES ☐ or NO ☐

I understand all funds must be dispensed by March 31, 2021.

Check: YES ☐ or NO ☐

I acknowledge if my business received funding from the Washington County, MD Restaurant Relief Grant Program Phase 1 I am not eligible to apply for this Phase 2

Check: YES ☐ or NO ☐

Please indicate the percentage of your revenue which comes from the sale of food or beverages: \_\_\_\_\_

Type of Business: (Choose below)

☐ Restaurant ☐ Convenience Store ☐ Mobile ☐ Carry-out only  
☐ Brewery/Vineyard/Distillery ☐ Other: \_\_\_\_\_

Year established: \_\_\_\_\_

Do you own (with a mortgage), lease, or rent your business site?

☐ Lease ☐ Rent ☐ Own with a mortgage ☐ Own without a mortgage

Current number of employees: Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Business Structure:

☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Corporation  
☐ Partnership ☐ S-Corporation

**Please explain how COVID-19 has impacted your business and how this grant would benefit the stabilization of your restaurant business.**

### **Application Submission Checklist:**

The following documents are required in order for an application to be considered complete. It is the applicant's sole responsibility to ensure everything is submitted in a timely manner. For consideration of your application, the following must be submitted:

- ☐ Complete and attach Vendor Form and W-9 Form. (required to process payment.)
- ☐ Completed and Signed Application

Additional financial information and/or financial statements may be requested and required.

This form is for gathering statistical data only. This form will be separated from the application and information provided in it will not be a part of the application process. Furnishing this information is voluntary; failure to do so will have no effect on the approval of the requested financial assistance

*If the applicant will be providing the requested financial assistance to another recipient (e.g. a facility user or borrower), "Respondent" should be the recipient of the financial assistance.*

Is Respondent the ☐ APPLICANT and/or ☐ RECIPIENT (or FACILITY USER)  
☐ Respondent does not wish to furnish this information

If Respondent is a business organization:

If Respondent is a business owned and controlled primarily by individuals who are identified in any of the following categories, please check all the categories that apply:

- ☐ Female
- ☐ Of Hispanic or Latino origin American
- ☐ Indian or Alaska Native Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Veteran

Is the Respondent a State/Federal/Other certified Minority Business Enterprise?

☐ Yes ☐ No

If yes, please provide your:

State MBE Certification number:

Federal 8(a)/SDB certification number:

Identify who the other issuer is and the other certification number:

☐ Respondent is a publicly held entity or other organization not classifiable as owned by individuals of a particular gender, race, ethnicity, or veteran status.

If the Respondent is an individual:

Is the Respondent Female?

Is the Respondent of Hispanic or Latino origin?

Is the Respondent a Veteran?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Which of the following categories described the Respondent (multiracial respondents may select all applicable racial categories):

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White

## ACKNOWLEDGMENT AND CERTIFICATION

I/We hereby certify that I/we have read and understand the information contained in the Application and meet the eligibility guidelines for the program. I/we have willing intentions to continue operating my/our business for at least the next 12 months, subject to further guidelines from the Maryland Governor and accompanying Governors Order(s). I/we also certify that the above information is true and correct and understand that any misinformation submitted or omitted could result in the dismissal of this request for program assistance. I/we understand that this application does not guarantee assistance and all eligibility guidelines, terms, and conditions must be met in order to receive benefits. Applicant acknowledges that "confidential commercial information" and "confidential financial information" submitted with or on this Application Form are entitled to protection under the Maryland Public Information Act (the "Act"). The County shall produce this Application (and any attachments thereto) to third parties only in accordance with the Act and cases construing same.

Applicants must comply with all conditions indicated on their application form and there may be additional supporting documentation requested by the review team at any time during the process. All eligible grantees receiving an Eligible Grant will be required to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

If the application has been approved, the applicant will receive an award notification letter which will serve as the grant agreement document. Signing the grant application and depositing or negotiating the grant award check indicates Applicant's acceptance of all grant terms and conditions. The Applicant further agrees to provide any additional documents that may be needed in the future if a federal audit is required. If an audit determines that grant funds were used for an ineligible, impermissible, or disallowed purpose, the recipient acknowledges that recipient is liable to and must reimburse the County in the amount of the grant funds used for an ineligible, impermissible, or disallowed purpose.

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the above Rise Up Restaurant Relief Grant Eligibility Criteria and Application, and I understand that if my application is approved, failure to comply with said terms and conditions will result in termination of the Grant Award letter.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

### Submit application to:

Washington County Department of Business Development  
100 W. Washington Street, Suite 1401  
Hagerstown, MD 21740  
[Riseup@washco-md.net](mailto:Riseup@washco-md.net)

information.

7 List account number(s) here (optional)

~~(Applies to accounts maintained outside the U.S.)~~

		-							
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## Date \_\_\_\_\_

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Fort Ritchie – Contract Extension

**PRESENTATION DATE:** January 7, 2021

**PRESENTATION BY:** Kirk C. Downey, County Attorney

**RECOMMENDATION:** Move to approve the Sixth Amendment to the Contract of Sale and authorize its execution.

**REPORT-IN-BRIEF:** Fort Ritchie Contract Extension

**DISCUSSION:** The contract purchaser of Fort Ritchie requires a contract extension to allow for the *Marhle* litigation to be resolved. The contract extension is necessary if the transaction is to proceed to settlement.

**FISCAL IMPACT:** Additional carrying costs of the property during the extension; loss of proceeds from the sale if not extended.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Sixth Amendment of Contract of Sale

**AUDIO/VISUAL NEEDS:** None

**SIXTH AMENDMENT TO  
AGREEMENT OF SALE OF REAL PROPERTY**

THIS SIXTH AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY (“Sixth Amendment”) is effective as of this \_\_\_ day of January, 2021, 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 (“Seller”), and JOHN W. KRUMPOTICH, and/or ASSIGNS (“Buyer”), with Seller and Buyer being hereinafter sometimes collectively referred to as the “Parties”.

**EXPLANATORY NOTE:**

WHEREAS, Seller and Buyer did enter into a certain Agreement of Sale of Real Property, dated November 5, 2019, as amended by a certain First Amendment to Agreement of Sale of Real Property dated January 16, 2020, a certain Second Amendment to Agreement of Sale of Real Property dated March 3, 2020, and a Third Amendment to Agreement of Sale of Real Property dated April 6, 2020, a Fourth Amendment to Agreement of Sale of Real Property dated June 2, 2020, and a Fifth Amendment to Agreement of Sale of Real Property dated June 30, 2020 (hereinafter collectively referred to as the “Agreement”), pursuant to which Seller agreed to sell certain real property located in Washington County, Maryland, commonly known as the Fort Richie Military Installation and as further described therein (the “Property”), with all defined terms as set forth herein having the same meanings as set forth and defined in the Agreement unless otherwise expressly noted, and

WHEREAS, on April 2, 2020, Craig Mahrle did file a Complaint for Declaratory Judgment and Injunctive Relief against Seller and Buyer in the Circuit Court for Washington County, Maryland (the “Court”), referenced as Case No. C-21-CV-20-000183 (the “Litigation”), which among other things, challenges and seeks to prevent the sale of the Property from the Seller to the Buyer, and as such constitutes a cloud of title and a lis pendens on the Property; and

WHEREAS, on April 15, 2020 and April 20, 2020, Seller and Buyer, respectively, filed motions with the Court, requesting dismissal of the Litigation; and

WHEREAS, on May 12, 2020, the Court filed an Opinion and Order granting the motions of Seller and Buyer and dismissing the Litigation (the “Dismissal Order”); and

WHEREAS, under Maryland law, the Dismissal Order is subject to a thirty (30)-day appeal period which expires on June 11, 2020 (the “Appeal Period”), and as such, the disposition of the Litigation is not final until the Appeal Period has run and expired; and

WHEREAS, on June 9, 2020, Craig Mahrle did file a Notice of Appeal to the Court of Special Appeals, referenced as Case No. CSA-REG-0327-2020 (the “Appeal”); and

WHEREAS, the appeal is still pending in the Court of Special Appeals; and

WHEREAS, due to the existence of the Appeal, Seller cannot deliver title to the Buyer as required by Paragraph 9(a) of the Agreement by the extended Closing Date of January 31, 2021, and as a result thereof, the Parties have agreed to further extend the Closing Date in order to allow the Appeal to be resolved.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, to be kept and observed by the respective Parties hereto, and for other good and valuable consideration by each of the Parties hereto unto the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The introductory clause and Explanatory Note set forth above accurately reflect the understanding of the Parties and by this reference are incorporated herein and made a part hereof. Any and all defined terms as set forth in this Sixth Amendment shall have the same meaning and definition as set forth in the Agreement unless expressly provided otherwise hereunder.

2. In order to allow time for Seller to continue to obtain the successful resolution of the Appeal and cause it to be dismissed and finally resolved, the Closing Date set forth in Paragraph 4 of the Agreement is hereby further extended until the earlier of either the date that is forty-five days after the date the Appeal is fully resolved and concluded with no further proceedings pending or being pursued by Craig Mahrle or July 31, 2021; with it being expressly understood and agreed between the Parties that inasmuch as such extension is not due to any fault of Buyer, no extension fee or additional Deposit from Buyer is due or required. From and after the date hereof, any and all references to the Closing Date as set forth in the Agreement shall mean and refer to the earlier of the two dates detailed in this paragraph of this Sixth Amendment.

3. With respect to the Appeal, Seller hereby agrees to proceed to fully and vigorously defend the Appeal and immediately seek to have the Appeal dismissed or successfully concluded with prejudice so that it no longer constitutes a cloud of title and lis pendens on the Property; time being of the essence. Notwithstanding the extension of the Closing Date as herein provided, because of the Appeal, Seller acknowledges that: (a) while the Appeal is pending, Seller will not be able to convey the Property to Buyer in accordance with the requirements of the Agreement (as the continuing Appeal constitutes a "Title Defect" under paragraph 9. (a) of the Agreement which was not in existence of the date of the title report as described in such paragraph); and (b) in the event the Appeal is not resolved in the time contemplated or is resolved unsuccessfully, Buyer, in order to preserve and protect its current investment in the Property, shall have no alternative other than to avail itself of all rights and remedies under the Agreement, including but not limited to all of the Buyer's rights under Paragraph 13 thereof.

4. In all other respects, not specifically modified in this Sixth Amendment, the terms, conditions, provisions, covenants, and agreements set forth in the Agreement, shall remain in full force and effect, and any conflicts among the terms of the Agreement and the terms of this Sixth Amendment shall be



resolved in favor of the terms of this Sixth Amendment. Any and all defined terms set forth herein shall have the same meaning as set forth in the Agreement, except as modified herein.

5. The Parties do hereby expressly ratify and confirm all terms and provisions of the Agreement, as amended hereby, and nothing as set forth herein shall serve to nullify or constitute a waiver of any of Buyer's rights under the Agreement, including all of the Buyer's rights under Paragraph 13 of the Agreement.

6. This Sixth Amendment shall only be valid and enforceable upon the execution hereof by the Parties and may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Sixth Amendment may be circulated to the respective Parties for execution by facsimile or other electronic transmission and such copy of this Sixth Amendment shall be sufficient to bind the parties to the terms, conditions, and provisions hereof. The signatures of the Parties need not appear on the same counterpart of this Sixth Amendment provided that each party has fully executed a counterpart hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Sixth Amendment to be executed as of the day and year first above written.

WITNESS:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
Jeffrey A. Cline, President

SELLER

WITNESS

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
John W. Krumpotich

BUYER