



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

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BOARD OF COUNTY COMMISSIONERS

January 11, 2022

OPEN SESSION AGENDA

- 10:00 AM MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES: *December 14, 2021 and December 21, 2021*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:10 AM STAFF COMMENTS
- 10:15 AM CITIZEN PARTICIPATION (*citizens are required to submit a request to participate to khart@washco-md.net or by calling 240.313.2204 at least 24 hours in advance of the meeting*)
- 10:20 AM FACES OF FARMING PRESENTATION
Susan Grimes, Director, Business Development
- 10:30 AM MARYLAND COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM
Susan Grimes, Director, Business Development
- 10:40 AM ANTIETAM BROADBAND GRANT REQUEST FOR UNDERSERVED AREAS OF WASHINGTON COUNTY
Curt Pendleton, Vice President Strategy, Antietam Broadband
- 10:50 AM CONSTRUCTION BID AWARD – OAK RIDGE DRIVE SIGHT DISTANCE IMPROVEMENT
Scott Hobbs, Director, Engineering
- 10:55 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0075) – ONE (1) USED D5 CATEPILLAR DOZER FOR SOLID WASTE
Dave Mason, Deputy Director, Solid Waste
- 11:00 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0076) – CABLING AND SOFTWARE
Rick Curry, Director, Purchasing
- 11:05 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0077) – NETWORK INFRASTRUCTURE AND CABLING AT 747 NORTHERN AVENUE
Rick Curry, Director, Purchasing
- 11:10 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-21-0078) - SALT STORAGE FACILITY FOR HIGHWAYS, CENTRAL SECTION
Rick Curry, Director, Purchasing

11:15 AM POLICY REVISION – PR-30, EMPLOYEE SICK LEAVE BANK
Larry Etchison, Director, Human Resources

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; and to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans.)*

11:55 AM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, January 11, 2022

PRESENTATION BY: Susan Grimes, Director, Department of Business Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With over 900 operating family farms and \$153,725,000 in market value of products sold, agriculture is the largest economic driver in Washington County. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Two Faces of Farming Videos- STAR Equestrian Center of Hagerstown and Peaceable Pastures of Fairplay



Agenda Report Form

Open Session Item

SUBJECT: Maryland Commercial Property Assessed Clean Energy Program (MD-PACE)

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Susan Grimes, Director of Business Development

RECOMMENDED MOTION: Consensus to move forward with public hearing to adopt the Clean Energy Loan Program Ordinance.

REPORT-IN-BRIEF: Commercial property assessed clean energy (C-PACE) is a tool that can finance energy efficiency and renewable energy improvements on commercial property. Like other project financing, C-PACE uses borrowed capital to pay for the upfront costs associated with energy efficiency or renewable energy improvements. Unlike other project financing the borrowed capital is repaid over time via a voluntary tax assessment. The MD-PACE program has been designed to ease the burden of C-PACE administration for Counties that want offer C-PACE financing to their building owners. We currently have one business located in Washington County actively seeking to utilize the C-PACE program, and others have expressed interest. To date there are 16 Counties in the State of Maryland who have adopted this program.

DISCUSSION: Maryland passed policy enabling C-PACE in 2014. Since property taxes are collected at the county and city level, the law requires that local ordinances also be passed to take advantage of C-PACE financing. The MD-PACE program allows counties in Maryland to enter into a partnership with a state agency, the Maryland Clean Energy Center, and join a statewide, standard C-PACE program at no cost. The MD-PACE program works with the county to pass their ordinance, intake and approve C-PACE projects, train local contractors and capital providers, establish procedures to place C-PACE surcharges and facilitate collections, and remit payment to capital providers.

The MD-PACE program administers county programs at no cost to the county. Maryland Clean Energy Center (MCEC) works with local tax collectors to accommodate MD-PACE on the tax bill and receives revenue through closing and servicing fees for C-PACE projects. A county is responsible for collecting MD-PACE assessments, not guaranteeing their collection. The county must also ensure that the MD-PACE assessments are separately accounted for and cannot be utilized for any other purposes. If a building owner is deficient or delinquent on their MD-PACE assessment, the county is not responsible to cover the shortfall. The county only remits payments to the program's servicing agent that are actually paid by building owners and are not liable for any deficiency or delinquency. A delinquent C-PACE surcharge is collected by the County in the same manner as real property taxes, pursuant to the enabling C-PACE legislation in Maryland.

FISCAL IMPACT: n/a

CONCURRENCES: Kirk Downey, County Attorney

ALTERNATIVES: Do not move forward to adopt ordinance

ATTACHMENTS: Adopting ordinance and the Clean Energy Loan Program Ordinance

ORDINANCE NO. ORD-_____

AN ORDINANCE TO ADOPT THE CLEAN ENERGY LOAN PROGRAM
ORDINANCE

RECITALS

Washington County, Maryland (the *County*) wishes to establish a clean energy loan program to encourage the finance or refinance of energy and water efficiency projects, environmental remediation projects, renewable energy projects, and resiliency projects as set forth in Maryland Code, Local Government Article, §§1-1101 *et seq.*

Maryland Code, Local Government Article, §1-1102 authorizes counties and municipalities to enact such an act to establish a clean energy loan program

A public hearing was held on _____, following due notice and advertisement of the text of the Clean Energy Loan Program Ordinance (the *Ordinance*).

Public comment was received, reviewed, and considered concerning the aforesaid Ordinance.

The Board believes it to be in the best interests of the citizens of the County for the Board to adopt the attached Clean Energy Loan Program Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the attached ordinance entitled "Clean Energy Loan Program Ordinance" is hereby adopted.

Adopted and effective this ____ day of _____, 2022.

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____

Krista L. Hart, Clerk

Jeffrey A. Cline, President

Approved as to legal sufficiency:

Kirk C. Downey, County Attorney

Mail to:

County Attorney's Office

100 W. Washington Street, Suite 1101

Hagerstown, MD 21740-4735

CLEAN ENERGY LOAN PROGRAM ORDINANCE

Section 1. Clean Energy Loan Program.

(a) **Definitions.** In this ordinance, the following words have the meanings indicated:

(1) "Clean Energy Financing Agreement" means an agreement between a Property Owner and a Clean Energy Lender providing for the terms and conditions of a Clean Energy Loan.

(2) "Clean Energy Lender" means a private lender providing a Clean Energy Loan.

(3) "Clean Energy Loan" means any loan made by a private lender to a Property Owner under the Clean Energy Loan Program.

(4) "Clean Energy Loan Program Administrator" means any person or entity selected by the County to manage the Clean Energy Loan Program.

(5) "Clean Energy Loan Obligation" means all indebtedness and obligations of a Property Owner to a Clean Energy Lender under a Clean Energy Financing Agreement.

(6) "Commercial Property" has the meaning stated in the Local Government Article, §§ 1-1101 et. seq., of the State Code.

(7) "Property Owner" means an owner of Commercial Property as defined in this subsection.

(8) “Surcharge” means the repayment obligation of a Clean Energy Loan, including principal, interest, any applicable fees and administrative costs, collected from a Property Owner through the County’s property tax billing system in accordance with the Act and as authorized by Section 2 of the Ordinance.

(9) “Surcharge Lien” means the lien automatically established upon the County’s levy of the Surcharge on the property tax bill.

(b) **Program.** There is a Clean Energy Loan Program to finance or refinance energy and water efficiency projects, environmental remediation projects, renewable energy projects, and resiliency projects as provided in the Local Government Article, §§1-1101 et seq., of the State Code.

(c) **Rules and regulations.** The County may adopt rules and regulations to administer the Clean Energy Loan Program consistent with this ordinance.

(d) **Program Administrator.** The County may enter into an agreement with a private entity to administer the Clean Energy Loan Program.

(e) **Scope.** Property Owners are eligible to participate in the Clean Energy Loan Program for non-accelerating loans greater than \$25,000.

(f) **Eligibility.** In order to be eligible for a Clean Energy Loan, the Property Owner shall:

(1) have a 100% ownership interest in the property located in Washington County for which projects are proposed;

(2) demonstrate that the most recent property taxes, assessments, and charges on the property have been paid;

(3) provide a copy of written notice to all current holders of a mortgage or deed of trust who have a priority recorded lien on the property and written proof of express consent to the Clean Energy Loan as a priority lien by all current holders of a mortgage or deed of trust on the property that is to be financed under the Clean Energy Loan Program; and

(4) establish that the owner of the Commercial Property is able to repay the loan provided under the Clean Energy Loan Program, in a manner substantially similar to that required for a mortgage loan under §§ 12-127, 12-311, 12-409.1, 12-925, and 12-1029 of the Commercial Law Article of the State Code.

(g) **Qualifying projects.** The following projects, either new or replacement, qualify as energy or water efficiency, renewable energy, environmental remediation, or resiliency projects under the Clean Energy Loan Program:

(1) solar energy equipment;

(2) geothermal energy devices;

(3) wind energy systems;

(4) water conservation devices;

(5) any construction, renovation or retrofitting of Commercial Property to reduce energy or water consumption, including but not limited to, high efficiency lighting and building systems, heating ventilation air conditioning (HVAC) upgrades, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, building shell or envelope improvements, fenestration improvements, building energy management systems, and process equipment upgrades;

(6) any construction, renovation or retrofitting of Commercial Property that is intended to remove environmental or health hazards, including but limited to, projects that promote indoor air and water quality, asbestos remediation, lead paint removal, and mold remediation;

(7) any construction, renovation or retrofitting of Commercial Property that is intended to increase the capacity of a property to withstand natural disasters and the effects of climate change, including but not limited to, flood mitigation, stormwater management, a project to increase fire or wind resistance, a project to increase the capacity of a natural system, an inundation adaptation project, alternative vehicle charging infrastructure, energy storage; and

(8) any other project approved by the County or the Clean Energy Loan Program Administrator as qualifying as an energy or water efficiency, renewable energy, environmental remediation, or resiliency project.

(h) **Qualifying costs.** A Clean Energy Loan may be used to pay for all costs incurred by a Property Owner in connection with the qualifying projects, including the cost of the energy audit; feasibility studies and reports; project management, design, installation, and construction of the qualifying projects; commissioning; energy savings or performance guaranty or insurance; building accreditation; closing costs of the Clean Energy Loan; permitting fees; administrative fees; post-install Evaluation, Measurement & Verification; and, building accreditation.

Section 2. Real property tax surcharge.

(a) **Repayment of Loans.** A Property Owner participating in the Clean Energy Loan Program shall repay the Clean Energy Loan through a Surcharge on their real property tax bill. Upon receipt of written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, the County shall add the Surcharge to the tax property bill on July 1 of the year indicated by the payment schedule of the Clean Energy Loan Financing

Agreement. The Surcharge shall constitute a first lien on the property from the date it becomes payable until the unpaid Surcharge and interest and penalties on the Surcharge are paid in full, regardless of a change in ownership, whether voluntary or involuntary. A person or entity that acquires property subject to a Surcharge assumes the obligation to pay such Surcharge. The County may assign the Surcharge lien to the Clean Energy Loan Program Administrator.

(b) **Calculation.** The Surcharge for a Clean Energy Loan shall include the Clean Energy Loan Obligation and any administrative costs incurred by the County which shall be the actual expenses incurred to administer the program.

(c) **Statement of Levy and Lien of Surcharge.** Upon receiving written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, the Property Owner shall execute an agreement with the County and the Clean Energy Lender that will be recorded in the land records of Washington County, at the expense of the property owner, and which shall include:

(1) the date the Clean Energy Loan was made to the Property Owner and the property became subject to the Surcharge;

(2) the term of the Clean Energy Loan and over which the Surcharge will apply to the property;

(3) the Clean Energy Loan Obligation and estimated County administrative costs for the first year;

(4) the annual principal and interest amount for each year of the term of the Clean Energy Loan, including any partial year prorated amounts;

(5) prepayment requirements and any prepayment premium that may apply to a prepayable Clean Energy Loan;

(6) notice that the Clean Energy Loan Obligations and the County's administrative costs will be repaid through a Surcharge included on the owner's real property tax bill due and payable on the same date as the real property tax bill;

(7) notice that an unpaid Clean Energy Loan Surcharge constitutes a first lien on the property that has priority over prior or subsequent liens in favor of private parties and that the Surcharge will continue as a lien on the property from the date it becomes payable until the unpaid Surcharge and interest and penalties on the Surcharge are paid in full, regardless of a change in ownership of the property, whether voluntary or involuntary; and

(8) notice that if payments of Surcharges are not timely paid, the Surcharge will be collectible as a tax lien through the tax sale process authorized under Tax-Property Article, Title 14, Subtitle 8 of the State Code and in accordance with Section 2-103 of the Code of Public Local Laws for Washington County and that an overdue Surcharge will be so collected, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing.

(d) **Default.** In the event of default on the Clean Energy Loan Surcharge, the County shall be required to collect the lien pursuant to Tax-Property Article, Title 14, Subtitle 8 of the State Code and in accordance with Section 2-103 of the Code of Public Local Laws for Washington County, irrespective of whether property taxes (or any other taxes, charges, or assessments) are due and owing. The County shall not incur any liability to the Clean Energy Lender or others in the event of default.

(e) **Credit of Payments.** Payments received from a Property Owner shall be credited first to all county taxes, assessments, and charges.

(f) **Payment to Clean Energy Lender.** The County shall have no ownership of the Surcharges collected except for administrative costs provided under this ordinance. The County shall pay all Surcharge payments in any calendar month to the applicable Clean Energy Lender or the Clean Energy Loan Program Administrator within 30 days after the end of the month in which such

amounts are collected. The County shall have no obligation to make payments to any Clean Energy Lender with respect to any Clean Energy Loan Obligation other than that portion of Surcharge actually collected from a Property Owner for the repayment of a Clean Energy Loan.

Section 3. Financing.

(a) **Private Lenders, Terms** Clean Energy Loans may be provided by any private lender and a Clean Energy Financing Agreement may contain any terms agreed to by the Clean Energy Lender and the Property Owner, as permitted by law, for the financing of Clean Energy Loans. The County may not finance or fund any loan under the program, shall serve only as a program sponsor to facilitate loan repayment by including the Surcharge on the County real property tax bill for the property, and shall incur no liability for the loan. The loan must be repaid over a term not to exceed the weighted average useful life of the project as determined by the Clean Energy Loan Program.

(b) **County Role.** The County's role in the Clean Energy Loan Program is limited to sponsoring the program and collecting and forwarding the Surcharges imposed under the program. The County may not provide Clean Energy Loans or other financing in connection with this program.

Agenda Report Form

Open Session Item

SUBJECT: Antietam Broadband grant request for underserved areas of Washington County

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Curt Pendleton, VP Strategy, Antietam Broadband

RECOMMENDED MOTION: Move to approve local government matching funds in the amount of \$1,162,605 in support of Antietam Broadband's FY22 Network Infrastructure Grant Application.

REPORT-IN-BRIEF: Antietam Broadband is filing a Connect Maryland: FY22 Network Infrastructure Grant Application. Antietam is seeking state and county funding support for broadband construction to 61 miles of underserved rural areas of Washington County, MD that will pass 665 homes. Upon approval from Washington County, Antietam will work with the county to provide the appropriate documentation to meet the state requirements.

Budget summary:

- Total construction costs projected to be \$5,813,025.00
- Funding requested from the State of Maryland is \$4,650,420.00
- Funding requested from Washington County is \$1,162,605.00

Source of County Funding:

On May 10, the U.S. Department of Treasury (Treasury) released an interim final rule, FAQs and a fact sheet for a portion of the \$362 billion Coronavirus State and Local Fiscal Recovery Fund, established under the American Rescue Plan Act (ARP) signed into law on March 11 by President Biden. This specific interim rule and related guidance covers the \$61.5 billion in direct federal aid to America's counties. Later this year, Treasury will release separate guidance for the \$1.5 billion in additional federal aid for public lands counties under Sec. 60. There are only five primary ways that the Recovery Funds can be spent, broadband infrastructure 5 of ARP. is one of the five. The broadband guidelines outline the use of this recovery fund money to go toward broadband infrastructure in unserved and underserved rural areas.

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

Source of State Funding:

The State of Maryland has approved \$97.6 million in the FY2022 Budget for the Department of Housing and Community Development ("Department") to support the Office of Statewide Broadband ("OSB") in its efforts to assist in expansion of broadband into unserved areas of Maryland. The funding source for this budgeted expense is the American Rescue Plan Act (ARPA) administered by the US Treasury.

Funded Projects must comply with the ARPA requirements. All federal rules regarding this funding must be adhered to by the applicant should an award be made.

The Maryland Network Infrastructure Grant Program (MDNI Program) is intended to provide financial assistance to construct broadband infrastructure necessary to provide service at the Broadband Grant Speed in areas where broadband service does not currently exist. Grant funds may be used to construct infrastructure necessary to deploy service at the Broadband Grant Speed to residents, businesses, and anchor institutions. Grants will be awarded on a competitive basis for entities to serve all unserved premises in eligible areas at the Broadband Grant Speed.

The OSB is providing up to \$75 million for this program. The program will provide grants of between 70% and 90% of the capital construction costs for major broadband infrastructure projects depending on the project's composition. Projects applied for are expected to serve significant areas of unserved households and businesses.

DISCUSSION: Antietam has been operating and growing in Washington County for more than 55 years. In the last decade the company has invested over \$70 million. The Antietam leadership team has more than 200 years of combined experience building and managing cable and broadband systems. Funding of this grant will provide resources to support construction of broadband infrastructure in underserved rural areas of Washington County.

In the Interim Final Rule (IRF), the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion:
 - Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds.
 - Or in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.
- The Antietam Broadband proposed project designs meets and/or exceeds all of these requirements.

As the Covid-19 pandemic has highlighted, the need for broadband services in rural areas in Maryland is a priority. Some of the problems faced by the residents due to the lack of significant broadband are listed below:

- Families that require remote learning for students (Washington County Public Schools (WCPS), Community Colleges, Colleges/Universities).
- Increase in remote work from home needs:
 - More companies are moving employees to a tele-work environment due to COVID-19.
 - Issues when people need to respond quickly with large files, and they simply freeze.
 - Video based meetings sometimes freeze and are often interrupted.
- Telemedicine and other connectivity issues.
- Individuals who have a private business that they now must run from their home and have very slow connections causing numerous disruptions.

FISCAL IMPACT: This Motion is to approve a \$1,162,605.00 grant from Washington County, Md., which fulfills the additional funding request as outlined by the Connect Maryland: FY22 Network Infrastructure Grant Application.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Map and Supporting Documents

AUDIO/VISUAL NEEDS: None

PARTNERSHIP TO ADVANCE BROADBAND IN RURAL WASHINGTON COUNTY

ANTIETAM BROADBAND GRANT APPLICATION
January 2022



Washington County
M A R Y L A N D

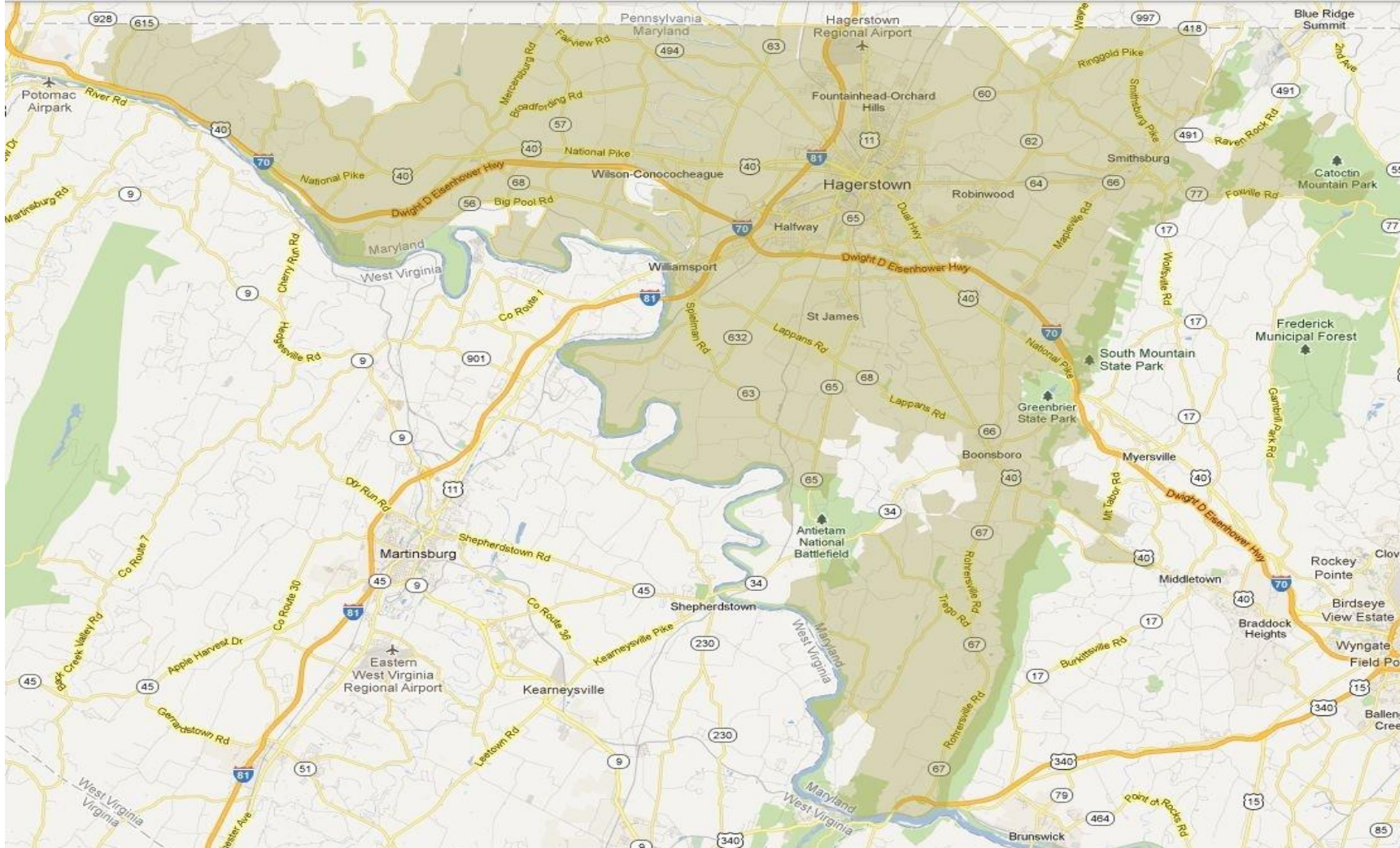


MARYLAND



ANTIETAM BROADBAND

Tan area represents Antietam Broadband General Footprint of Service



Washington County enjoys the benefits of high-speed fiber

Antietam BROADBAND

Building connections across Washington County

WHO WE ARE

Founded in 1966, we are a full service telecommunications company offering a comprehensive range of high-speed internet, digital television and phone services.

Locally operated 24/7/365 business

55+ years in Washington County

110 employees



Produce 1000+ hours
of local programming each year

Active member in more than

40 community organizations

65,000+ business and residential serviceable addresses

1400+ miles of Hybrid Fiber facilities

200+ WiFi hotspots

\$7 million invested in Flight Gigabit

\$70+ million in capital investments in the last decade



COMMUNITY INVESTMENT

\$2M+

Local investment
in response to
Pandemic

\$6M+

Annual capital
investment

\$1.2M

Wifi
deployment

\$750K+

Annual
monetary &
in-kind
donations to
nonprofits



THE NEED FOR ACCESS TO BROADBAND

As the Covid-19 pandemic has highlighted, the need for broadband services in rural areas in Maryland is essential.

- High-Speed broadband breaks down the barriers of distance and time, allowing residents of rural areas to participate in economic and civic life far beyond their geographic region.
- Upon completion, the underserved residents will have access to an advanced suite of telecommunications services provided by a FTTP (Fiber to the Premise) infrastructure including but not limited to broadband speeds of 1 Gig/1 Gig or greater.
- Broadband access will give the residents of this area the ability to:
 - Telecommute.
 - On-Line educational opportunities.
 - 1000 plus new Edu-Net families added in 2020/2021.
 - Participate more readily in their children's education by keeping in touch with their school.
 - Connects residents to Healthcare/Telemedicine.
 - Provide access and engagement to local/regional opportunities.
 - Build/expand a small business from home.
 - Apply for employment, government programs, shop, and schedule appointments.
 - Antietam offers EBB/Affordable Connectivity Program to all eligible applicants.
 - Consumers can benefit from E-Commerce savings.
 - Connect consumers with Local Law Enforcement and Government.
 - Offers new tools and resources for farmers to build/expand.

ANTIETAM BROADBAND – APPLICATION SUMMARY

CONNECT MARYLAND: FY22 NETWORK INFRASTRUCTURE GRANT

Project Overview

- Antietam will construct a Gigabit + capable fiber to the home broadband network in the identified areas.
- The designated underserved areas are in Washington County, MD and consist of 10 zip codes.
- In addition to broadband with no data caps, these customers will have access to all products and services Antietam offers and will receive new product enhancements consistent with the rest of Washington County customers.

Budget

- Total construction costs projected to be \$5,813,025.00.
- Funding requested from the State of Maryland is \$4,650,420.00.
- Funding requested from Washington County is \$1,162,605.00.

Product Information

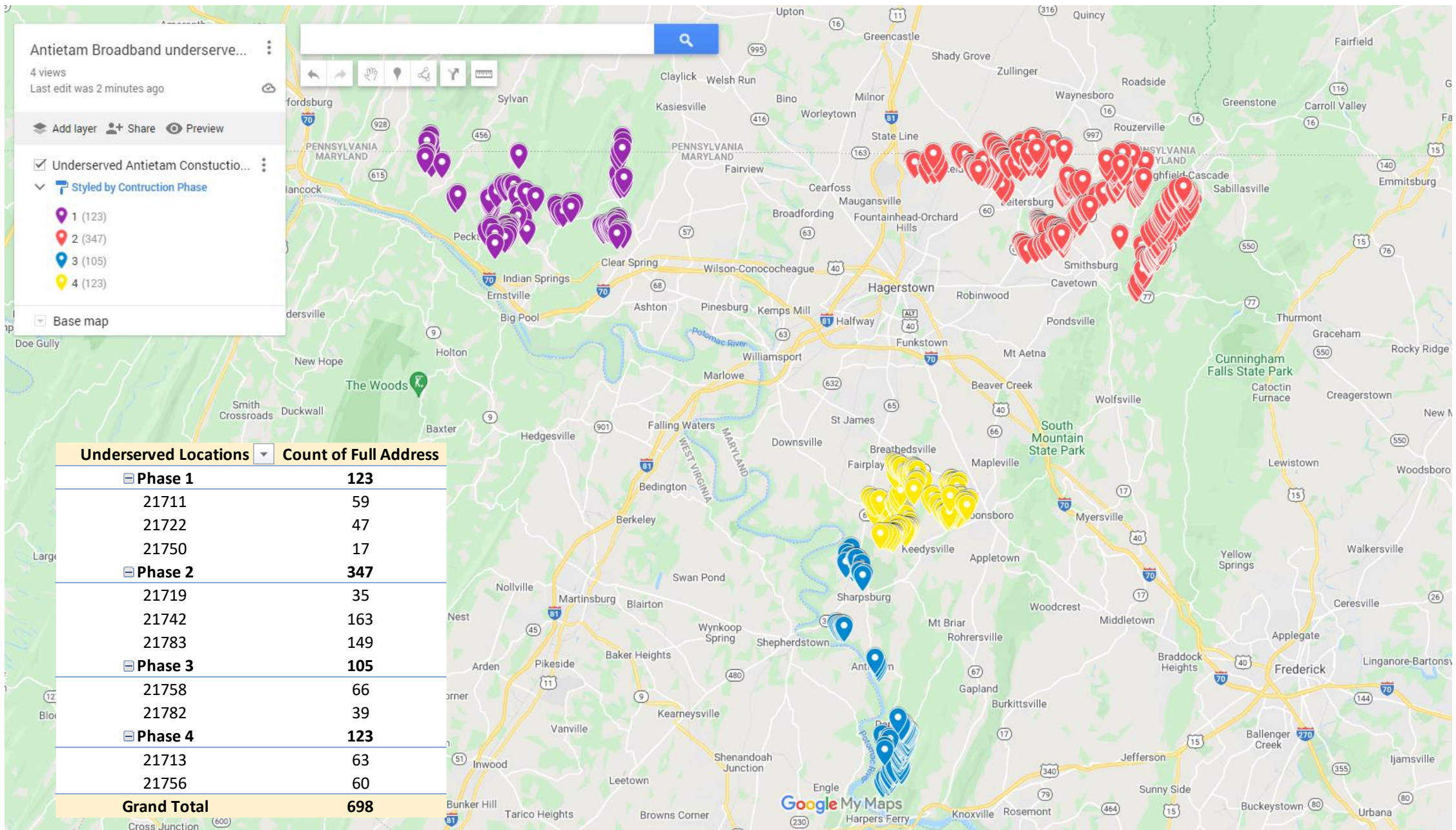
- Broadband speeds initially will be Gigabit + capable fiber to the home services.
- System will be constructed so that broadband speeds can easily be expanded.
- System will be expandable to more homes passed within the footprint of the build.
- This new build will tie-in seamlessly to the existing Antietam redundant broadband network in Washington County, MD.

Build Statistics

- 61 plant miles.
- 698 homes passed.
 - 11.4 homes per mile average.
- Project could reach an estimated 1745 underserved residents.
 - Based on 2.5 average # of individuals per Washington County home.
- Project consists of a four-phase construction plan.

Construction Timeframe

- Construction is scheduled to begin in the Spring of 2022 with an estimated completion In Spring 2024.
- Late 2022/early 2023 activation of Phase one and two.
- Late 2023/early 2024 activation of Phase three and four.
- Once approved final schedules depend on availability of materials and make ready.



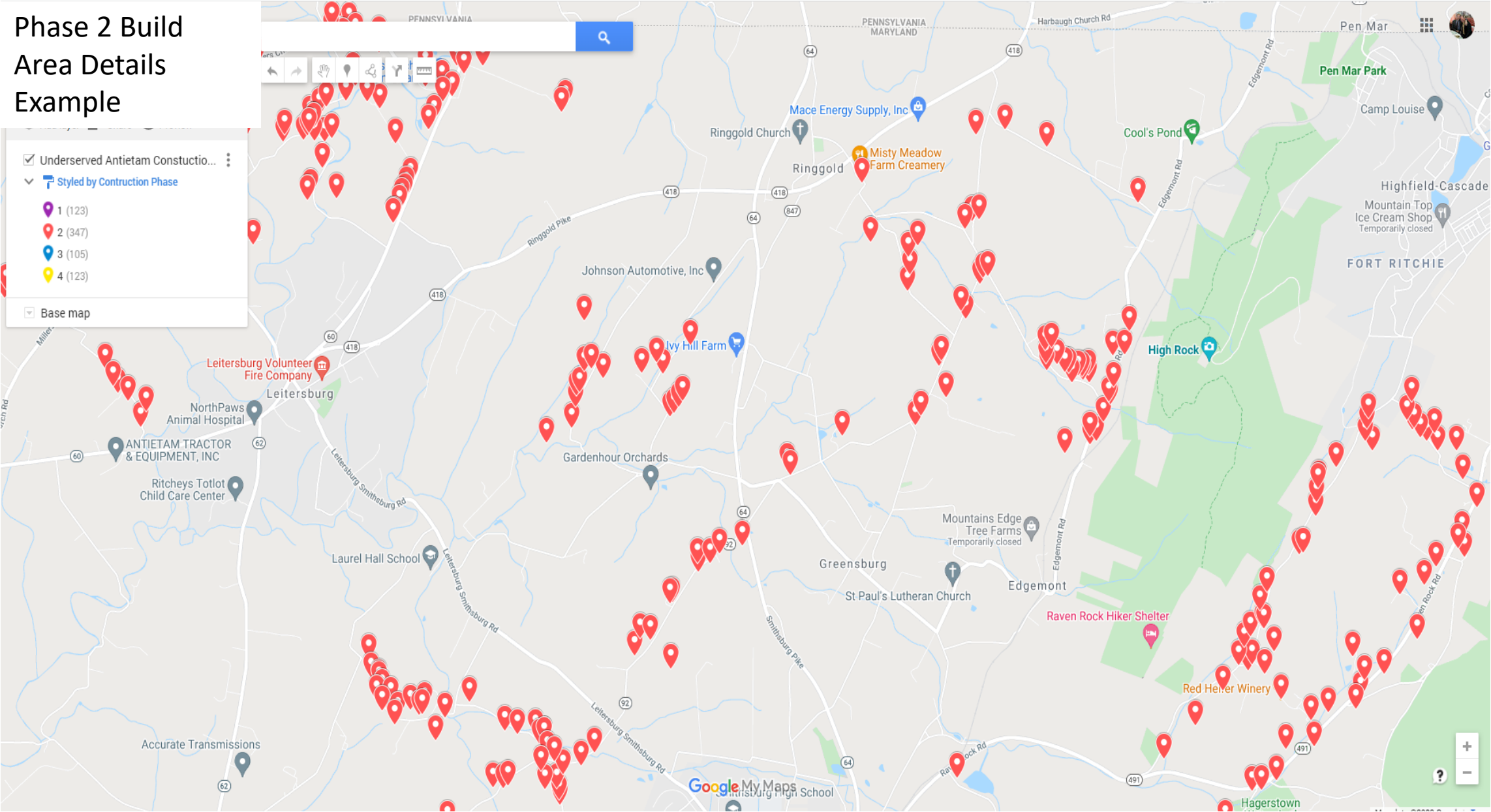
Phase 2 Build
Area Details
Example

☒ Underserved Antietam Constructio...

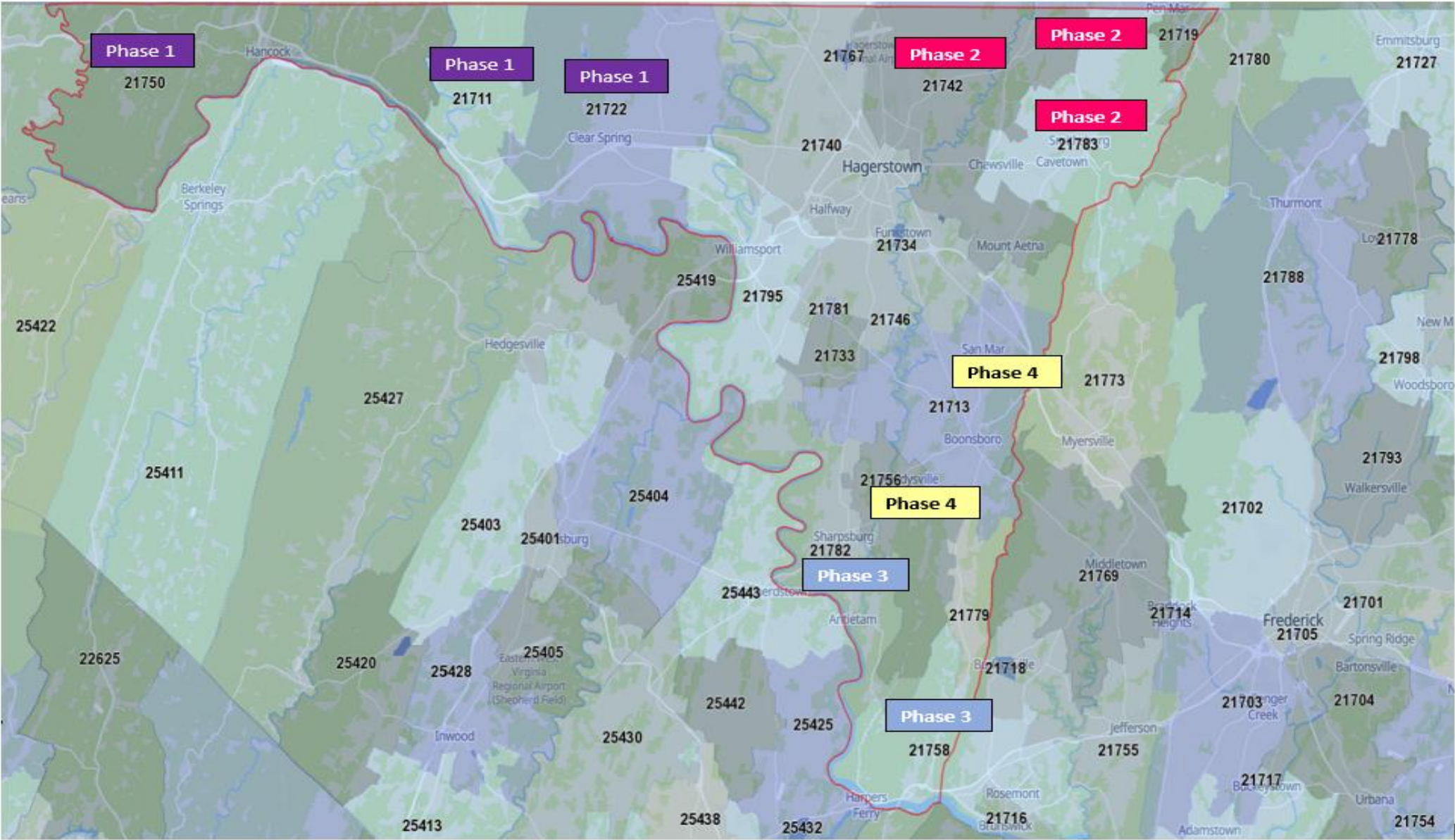
Styled by Construction Phase

1 (123)2 (347)3 (105)4 (123)

Base map



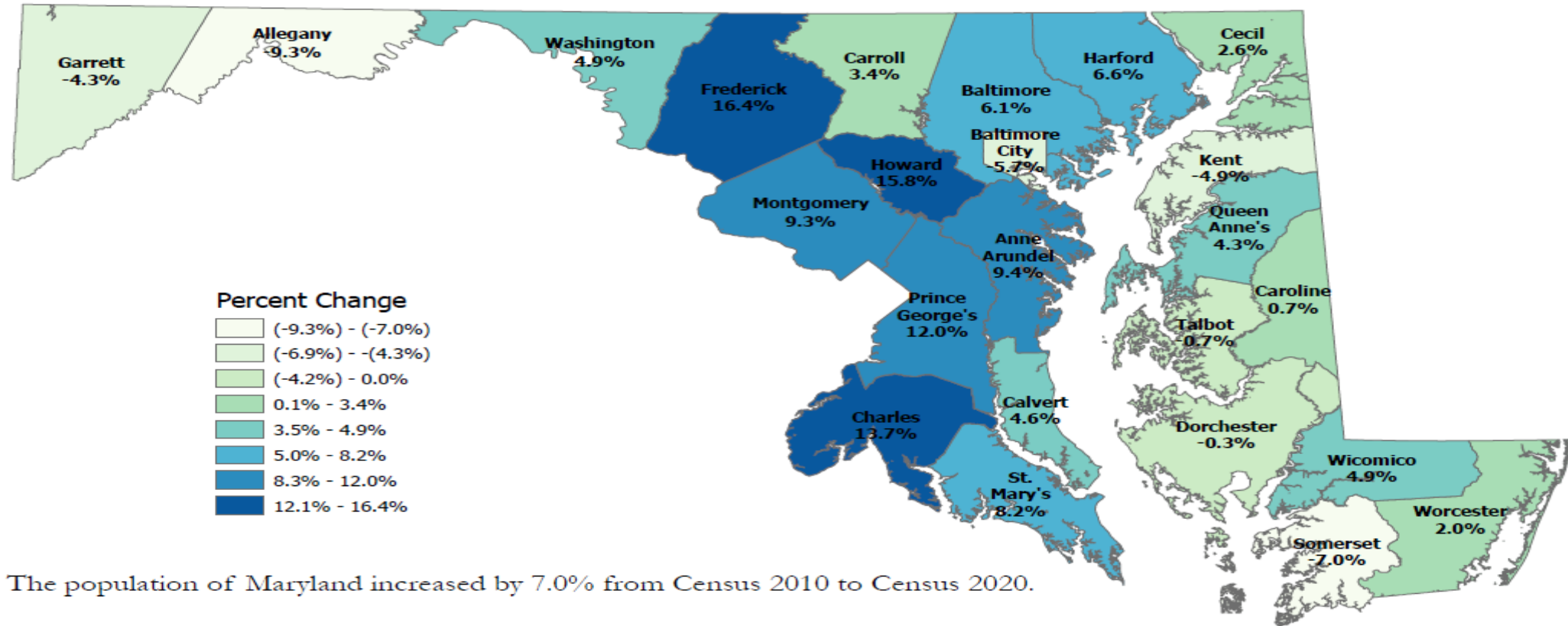
Washington County Zip Code Map



ZIP Codes in Washington County, MD

ZIP		% of County Population	Type	Primary City	Acceptable Cities	Unacceptable Cities
21711	Phase 1	0.7%	Standard	Big Pool		
21713	Phase 4	6%	Standard	Boonsboro		
21719	Phase 2	1.0%	Standard	Cascade	Fort Ritchie, Highfield	
21722	Phase 1	4%	Standard	Clear Spring	Big Spring	
21733		0.8%	Standard	Fairplay	St James	
21734		0.5%	PO Box	Funkstown		
21740		42%	Standard	Hagerstown		
21742	Phase 2	21%	Standard	Hagerstown		Northern
21746		1%	Unique	Hagerstown		Md Correctional System
21750	Phase 1	3%	Standard	Hancock		
21756	Phase 4	2%	Standard	Keedysville		
21758	Phase 3	1%	Standard	Knoxville	Brunswick	
21767		0.7%	Standard	Maugansville		
21769		0.0%	Standard	Middletown		
21779		0.7%	Standard	Rohrersville	Gapland	
21780		0.1%	Standard	Sabillasville		
21781		0.1%	PO Box	Saint James		
21782	Phase 3	3%	Standard	Sharpsburg		
21783	Phase 2	5%	Standard	Smithsburg		
21795		6%	Standard	Williamsport		

Percent Population Change for Maryland's Jurisdictions Census 2010 to Census 2020



Economics

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

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Income

\$30,398

Per capita income

about two-thirds of the amount in Maryland: \$43,325

about 80 percent of the amount in United States: \$35,672

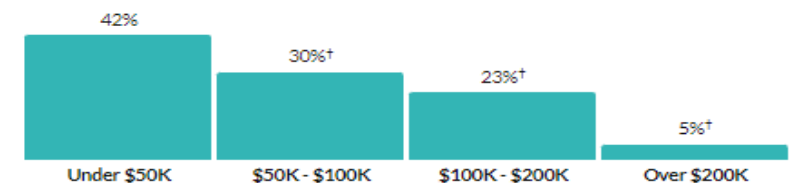
\$59,140

Median household income

about two-thirds of the amount in Maryland: \$86,738

about 90 percent of the amount in United States: \$65,712

Household income



[Show data / Embed](#)

Poverty

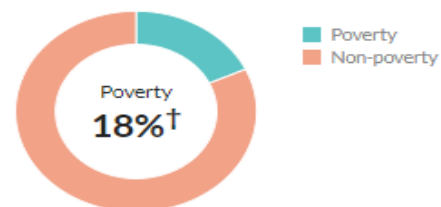
13.1%

Persons below poverty line

about 1.5 times the rate in Maryland: 9%

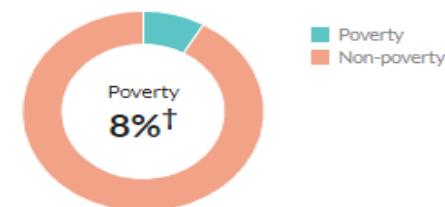
a little higher than the rate in United States: 12.3%

Children (Under 18)



[Show data / Embed](#)

Seniors (65 and over)



[Show data / Embed](#)

Transportation to work

30.1 minutes

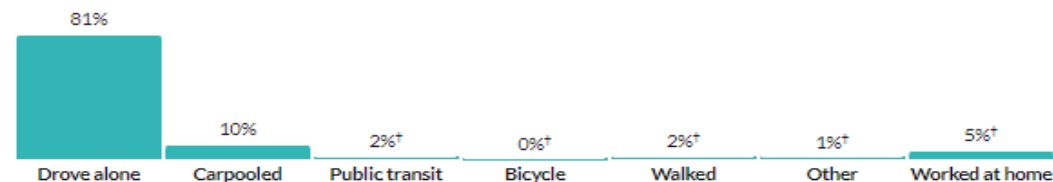
Mean travel time to work

* ACS 2019 5-year data

about 90 percent of the figure in Maryland: 33.2

about 10 percent higher than the figure in United States: 26.9

Means of transportation to work



* Universe: Workers 16 years and over; ACS 2019 5-year data

[Show data / Embed](#)

Housing

Units & Occupancy

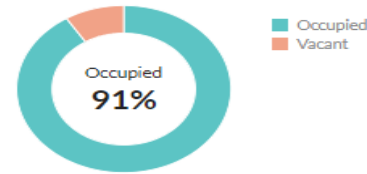
61,766

Number of housing units

Maryland: 2,470,307

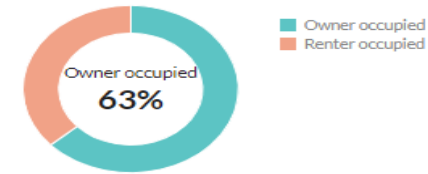
United States: 139,686,209

Occupied vs. Vacant



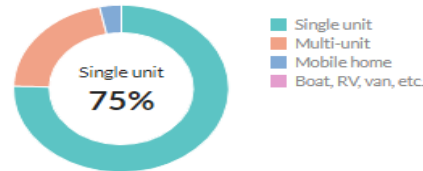
[Show data](#) / [Embed](#)

Ownership of occupied units



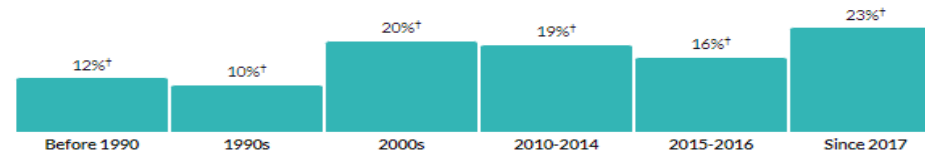
[Show data](#) / [Embed](#)

Types of structure



[Show data](#) / [Embed](#)

Year moved in, by percentage of population



[Show data](#) / [Embed](#)

Value

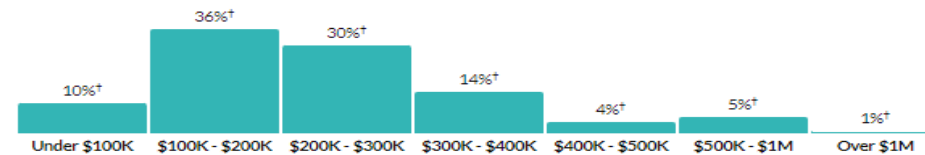
\$212,400

Median value of owner-occupied housing units

about two-thirds of the amount in Maryland:
\$332,500

about 90 percent of the amount in United States:
\$240,500

Value of owner-occupied housing units



[Show data](#) / [Embed](#)

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Social

Educational attainment

87.9%

High school grad or higher

a little less than the rate in Maryland:
90.4%

about the same as the rate in United States: 88.6%

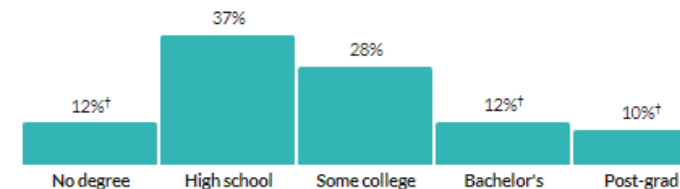
22.5%

Bachelor's degree or higher

about half the rate in Maryland:
40.9%

about two-thirds of the rate in United States: 33.1%

Population by highest level of education



* Universe: Population 25 years and over

[Show data](#) / [Embed](#)

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Zip Code 21711 (<https://censusreporter.org/profiles/16000US2407375-big-pool-md/>)

Cities: [Pecktonville, MD](#) (2.40%), [Ernstville, MD](#) (0.61%), [Big Pool, MD](#) (0.44%), [Indian Springs, MD](#) (0.41%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 1,087
Zip code population in 2010: 1,029
Zip code population in 2000: 1,055

Houses and condos: 457
Renter-occupied apartments: 57
% of renters here:  13%
State:  33%

March 2019 cost of living index in zip code 21711: 134.6 (high, U.S. average is 100)

Land area: 23.9 sq. mi.
Water area: 0.7 sq. mi.
Population density: 46 people per square mile  (very low).

Zip Code 21713 (<https://censusreporter.org/profiles/16000US2408625-boonsboro-md/>)

Cities: [Boonsboro, MD](#) (6.86%), [Mount Lena, MD](#) (2.96%), [Fairplay, MD](#) (1.16%), [Tilghmanton, MD](#) (1.08%), [San Mar, MD](#) (1.07%), [Mapleville, MD](#) (0.95%), [Breathedsville, MD](#) (0.88%), [Beaver Creek, MD](#) (0.40%), [Bakersville, MD](#) (0.08%), [Keedysville, MD](#) (0.00%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 10,845
Zip code population in 2010: 9,502
Zip code population in 2000: 12,136

Houses and condos: 4,227
Renter-occupied apartments: 725
% of renters here:  18%
State:  33%

March 2019 cost of living index in zip code 21713: 138.6 (high, U.S. average is 100)

Land area: 42.2 sq. mi.
Water area: 0.1 sq. mi.
Population density: 257 people per square mile  (very low).

IN SUMMARY

- We are requesting a favorable motion to support our grant application tonight.
- This area meets the requirements of the Connect Maryland: FY2022 Infrastructure Grant.
- This request meets one of the funding categories for the Federal dollars allocated to Washington County.
- By accessing Federal funds, the Council will have utilized available resources for the betterment of the county and residents.
- The designated area is rural and in need of a high-speed broadband option.
- Antietam will build a broadband system that exceeds the FCC speed threshold.
 - This area is within the vicinity of the existing Antietam Broadband infrastructure.
 - The system will deliver 1GIG plus/1GiG plus to the new areas.
- Once operational, Antietam will continue to invest in new technology, maintenance, equipment, monitoring and staffing for these new service areas.
- Once approved, we are ready, willing and able to begin construction of this broadband expansion in the next few months.



Appendix

AMERICAN RESCUE PLAN ACT AND MARYLAND NETWORK INFRASTRUCTURE GRANT PROGRAM (MDNI PROGRAM)

The [American Rescue Plan Act](#) (ARP) signed into law on March 11 by President Biden specific interim rule and related guidance covers the \$61.5 billion in direct federal aid to America's counties. There are only five primary ways that the Recovery Funds can be spent, broadband infrastructure is one of the five. The broadband guidelines outline the use of this recovery fund money to go toward broadband infrastructure in unserved and underserved rural areas.

The [Maryland Network Infrastructure Grant Program \(MDNI Program\)](#) is intended to provide financial assistance to construct broadband infrastructure necessary to provide service at the Broadband Grant Speed in areas where broadband service does not currently exist. Grant funds may be used to construct infrastructure necessary to deploy service at the Broadband Grant Speed to residents, businesses, and anchor institutions. Grants will be awarded on a competitive basis for entities to serve all unserved premises in eligible areas at the Broadband Grant Speed.

The program will provide grants of between 70% and 90% of the capital construction costs for major broadband infrastructure projects depending on the project's composition. Projects applied for are expected to serve significant areas of unserved households and businesses.

BROOKINGS

- A July 2021 Brookings Institute study confirmed that Increasing access and usage of broadband infrastructure in rural areas (and the amenities, digital skills, online education, and job search opportunities that come with it) lead to:
 - **higher property values, increased job and population growth, higher rates of new business formation**, and lower unemployment rates.
- Ultimately, the numerous economic and social advantages enabled by the availability of high-speed Internet in rural areas benefits the entire county.

Phase 1 Build Area Details Example

☒ Underserved Antietam Constructio...
☒ Styled by Construction Phase

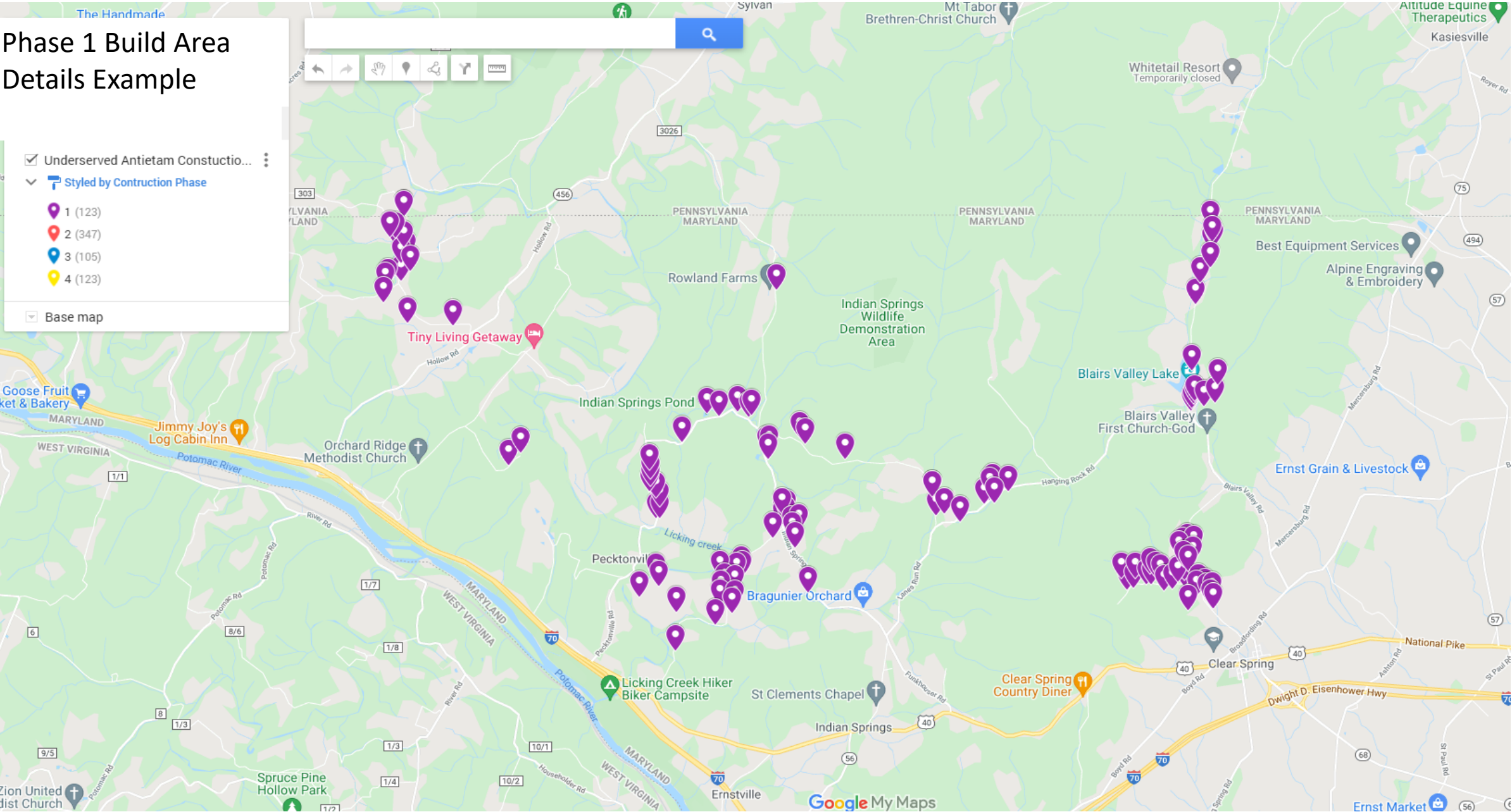
1 (123)

2 (347)

3 (105)

4 (123)

☐ Base map



Phase 2 Build Area Details Example

☒ Underserved Antietam Constructio...

Styled by Construction Phase

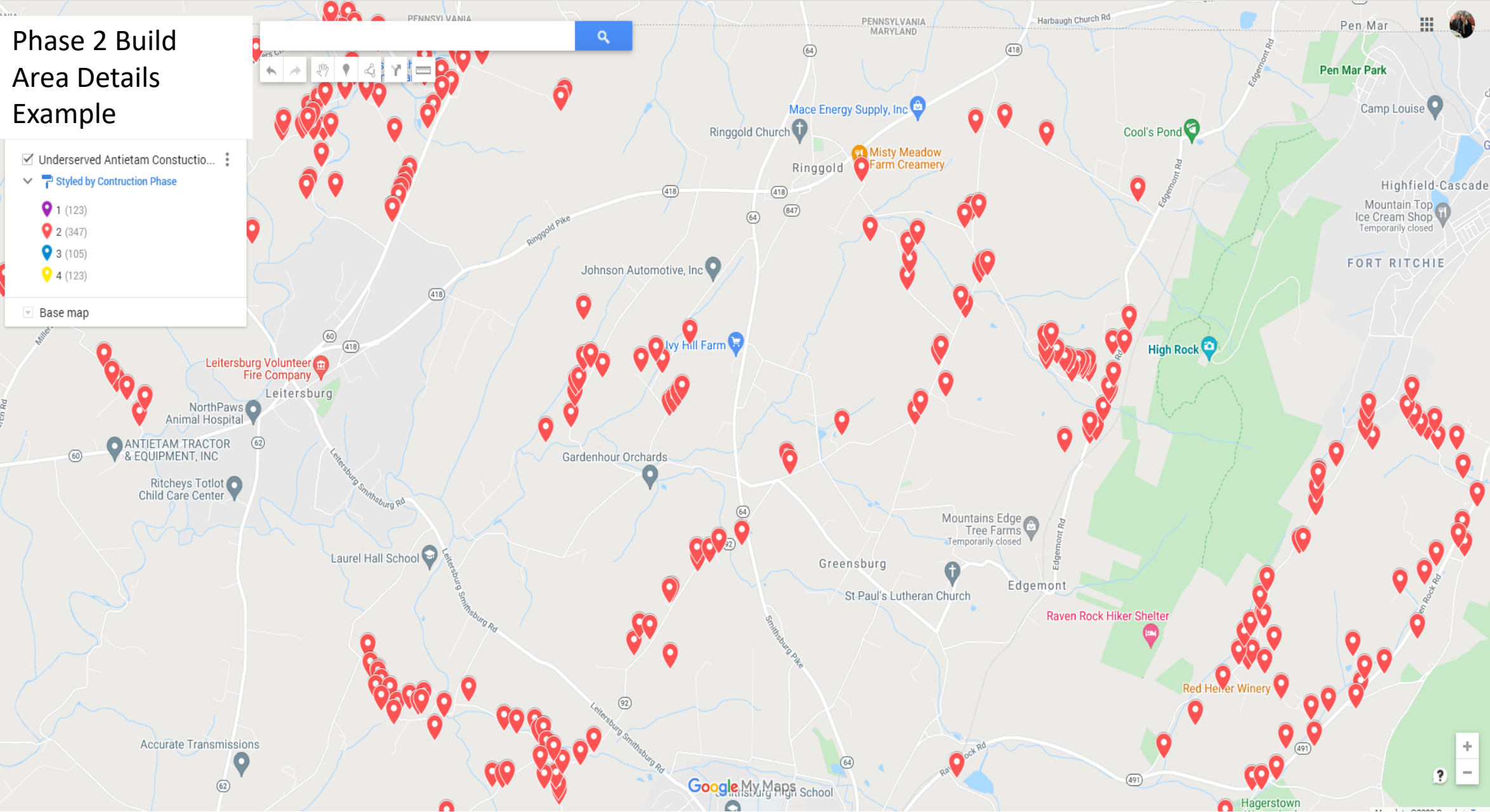
1 (123)

2 (347)

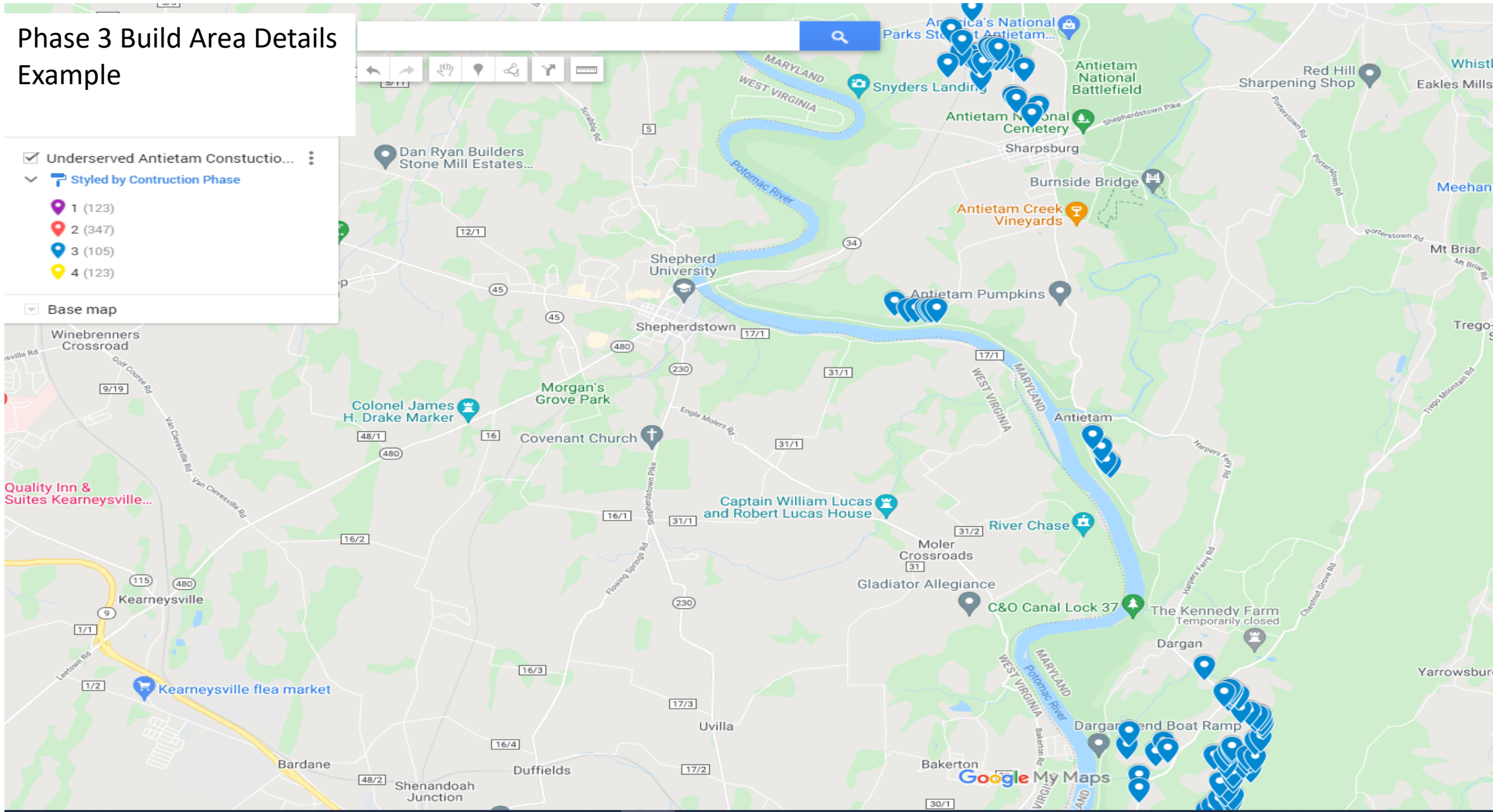
3 (105)

4 (123)

Base map



Phase 3 Build Area Details Example



Phase 4 Build Area Details Example

Map showing the Phase 4 Build Area in Washington County, Maryland, with numerous yellow location pins indicating construction sites. The map includes a legend for construction phases and a search bar.

Legend:

- Underserved Antietam Constuction... (checked)
- Styled by Construction Phase
- 1 (123)
- 2 (347)
- 3 (105)
- 4 (123)
- Base map

Map Labels:

- Fairplay
- Tilghmanton
- Sunny Meadows Garden Center
- Washington County Cultural Education...
- Bakersville Rd
- 65
- Mercersville
- WEST VIRGINIA
- MARYLAND
- Antietam Creek
- Keedysville
- 34
- 845
- Pry House Field Hospital Museum Temporarily closed
- Google My Maps
- Crystal Grotto
- Bonnie's At the Red Byrd
- Boonsboro High School
- Boonsboro
- Potomac St
- Appletown
- The Yellow House
- The Farmhouse Barber Shop
- Promise Animal League
- Weis Markets
- Old National Pike
- 66
- 67
- 4

Zip Code 21719 (<https://censusreporter.org/profiles/16000US2438437-highfield-cascade-md/>)

Cities: [Highfield-Cascade, MD](#) (51.13%), [Fort Ritchie, MD](#) (29.71%)
Counties: [Washington County, MD](#) (97.29%), [Frederick County, MD](#) (2.71%)


Estimated zip code population in 2019: 1,012

Zip code population in 2010: 1,548

Zip code population in 2000: 1,549

Houses and condos: 698

Renter-occupied apartments: 63

% of renters here:  15%

State:  33%

March 2019 cost of living index in zip code 21719: 136.9 (high, U.S. average is 100)

Land area: 3.4 sq. mi.

Water area: 0.0 sq. mi.

Population density: 301 people per square mile  (very low).

Zip Code 21722 (<https://censusreporter.org/profiles/16000US2417600-clear-spring-md/>)

Cities: [Wilson-Conococheague, MD](#) (1.99%), [Charlton, MD](#) (0.27%), [Big Spring, MD](#) (0.23%), [Clear Spring, MD](#) (0.19%), [Fairview, MD](#) (0.13%), [Indian Springs, MD](#) (0.03%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 5,810

Zip code population in 2010: 5,545

Zip code population in 2000: 5,289

Houses and condos: 2,214

Renter-occupied apartments: 470


% of renters here:  23%

State:  33%

March 2019 cost of living index in zip code 21722: 138.1 (high, U.S. average is 100)

Land area: 59.4 sq. mi.

Water area: 1.3 sq. mi.

Population density: 98 people per square mile  (very low).

Zip Code 21750 (<https://censusreporter.org/profiles/16000US2436600-hancock-md/>)

City: [Hancock, MD](#) (4.43%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 3,734

Zip code population in 2010: 3,766

Zip code population in 2000: 3,963

Houses and condos: 1,778

Renter-occupied apartments: 413

% of renters here:  27%

State:  33%

March 2019 cost of living index in zip code 21750: 134.7 (high, U.S. average is 100)

Land area: 60.4 sq. mi.

Water area: 1.6 sq. mi.

Population density: 62 people per square mile  (very low).

Zip Code 21756 (<https://censusreporter.org/profiles/16000US2443100-keedysville-md/>)

Cities: [Keedysville, MD](#) (4.38%), [Mount Briar, MD](#) (2.98%), [Trego-Rohrersville Station, MD](#) (2.04%), [Eakles Mill, MD](#) (0.41%), [Rohrersville, MD](#) (0.13%)
County: [Washington County, MD](#)


Estimated zip code population in 2019: 3,089


Zip code population in 2010: 3,612

Zip code population in 2000: 2,572

Houses and condos: 1,217

Renter-occupied apartments: 95

% of renters here:  8%

State:  33%

March 2019 cost of living index in zip code 21756: 137.6 (high, U.S. average is 100)

Land area: 20.9 sq. mi.

Water area: 0.0 sq. mi.

Population density: 148 people per square mile  (very low).

Zip Code 21758 (<https://censusreporter.org/profiles/86000US21758-21758/>)

Cities: [Brunswick, MD](#) (1.75%), [Garretts Mill, MD](#) (1.64%), [Rosemont, MD](#) (1.56%), [Brownsville, MD](#) (0.81%), [Yarrowsburg, MD](#) (0.65%), [Sandy Hook, MD](#) (0.62%)
Counties: [Washington County, MD](#) (53.46%), [Frederick County, MD](#) (46.54%)

Estimated zip code population in 2019: 5,182

Zip code population in 2010: 4,921

Zip code population in 2000: 4,169

Houses and condos: 2,166

Renter-occupied apartments: 250

% of renters here:  12%

State:  33%

March 2019 cost of living index in zip code 21758: 139.3 (high, U.S. average is 100)

Land area: 32.4 sq. mi.

Water area: 2.4 sq. mi.

Population density: 160 people per square mile  (very low).

Zip Code 21782 (<https://censusreporter.org/profiles/16000US2471600-sharpsburg-md/>)

Cities: [Mercersville, MD](#) (1.00%), [Dargan, MD](#) (0.92%), [Sharpsburg, MD](#) (0.73%), [Antietam, MD](#) (0.48%), [Bakersville, MD](#) (0.05%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 4,544

Zip code population in 2010: 4,097

Zip code population in 2000: 3,985

Houses and condos: 2,020

Renter-occupied apartments: 179

% of renters here:  10%

State:  33%

March 2019 cost of living index in zip code 21782: 137.0 (high, U.S. average is 100)

Land area: 30.0 sq. mi.

Water area: 2.1 sq. mi.

Population density: 152 people per square mile  (very low).

Zip Code 21783 (<https://censusreporter.org/profiles/16000US2472900-smithsburg-md/>)

Cities: [Cavetown, MD](#) (4.23%), [Smithsburg, MD](#) (2.35%), [Chewsville, MD](#) (1.86%), [Edgemont, MD](#) (1.18%), [Greensburg, MD](#) (0.90%), [Pondsville, MD](#) (0.67%), [Ringgold, MD](#) (0.34%), [Jugtown, MD](#) (0.24%)
Counties: [Washington County, MD](#) (74.29%), [Frederick County, MD](#) (25.71%)


Estimated zip code population in 2019: 8,991

Zip code population in 2010: 9,130

Zip code population in 2000: 8,138

Houses and condos: 3,409

Renter-occupied apartments: 606

% of renters here:  19%

State:  33%

March 2019 cost of living index in zip code 21783: 135.9 (high, U.S. average is 100)

Land area: 44.9 sq. mi.

Water area: 0.1 sq. mi.

Population density: 200 people per square mile  (very low).

Zip Code 21780 (<https://censusreporter.org/profiles/16000US2469200-sabillasville-md/>)

City: [Sabillasville, MD](#) (6.65%)

Counties: [Frederick County, MD](#) (97.24%), [Washington County, MD](#) (2.76%)

Estimated zip code population in 2019: 1,631


Zip code population in 2010: 1,625

Zip code population in 2000: 1,671

Houses and condos: 601

Renter-occupied apartments: 56

% of renters here:  10%

State:  33%

March 2019 cost of living index in zip code 21780: 143.5 (very high, U.S. average is 100)

Land area: 22.5 sq. mi.

Water area: 0.0 sq. mi.

Population density: 73 people per square mile  (very low).

Zip Code 21742 (<https://censusreporter.org/profiles/16000US2436075-hagerstown-md/>)

Cities: [Fountainhead-Orchard Hills, MD](#) (8.74%), [Robinwood, MD](#) (7.25%), [Hagerstown, MD](#) (4.55%), [Paramount-Long Meadow, MD](#) (4.32%), [Leitersburg, MD](#) (3.48%), [Mount Aetna, MD](#) (2.58%), [Jugtown, MD](#) (0.66%), [Ringgold, MD](#) (0.27%), [Reid, MD](#) (0.25%), [Middleburg, MD](#) (0.19%), [Pondsville, MD](#) (0.02%)
County: [Washington County, MD](#)

Estimated zip code population in 2019: 33,848


Zip code population in 2010: 31,444

Zip code population in 2000: 25,053

Houses and condos: 14,131

Renter-occupied apartments: 4,514

% of renters here:  34%

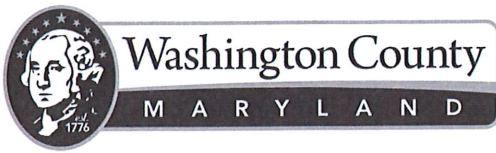
State:  33%

March 2019 cost of living index in zip code 21742: 136.7 (high, U.S. average is 100)

Land area: 50.5 sq. mi.

Water area: 0.0 sq. mi.

Population density: 671 people per square mile  (low).



Board of County Commissioners of Washington County, Maryland
Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Oak Ridge Drive Sight Distance Improvement

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the bid for the Oak Ridge Drive Sight Distance Improvement contract to the lowest responsive, responsible bidder, First Fruits Excavating, Inc. of Ridgeley, West Virginia in the amount of \$110,931.00.

REPORT-IN-BRIEF: The project was advertised in The Herald Mail, on the County's website, and on the State of Maryland's website, e-Maryland Marketplace Advantage. Eight (8) bids were received on Wednesday, December 1, 2021 as listed below and further detailed on the attached bid tabulation.

<u>Contractor:</u>	<u>Total Bid:</u>
First Fruits Excavating, Inc.	\$110,931.00
MIM Construction, Inc.	\$120,137.00
Huntzberry Brothers, Inc.	\$124,983.00
Concrete General	\$139,342.30
Excavating Associates, Inc.	\$142,084.00
Advantage Landscape & Construction	\$142,654.07
C. J. Miller, Inc.	\$160,088.00
W. F. Delauter & Son, Inc.	\$175,106.00

The bids have been evaluated and the low bid is in order. The engineer's estimate is \$115,000.

DISCUSSION: The project involves clearing vegetation, grading, and shoulder work to improve the line of sight at the intersection of Oak Ridge Drive and Halfway Boulevard. The project is a 90 consecutive calendar day contract with an anticipated notice to proceed in February 2022 and a completion in May 2022. The bid documents include liquidated damages in the amount of \$100.00 per calendar day for work beyond the completion date. The contractor is required to maintain one lane of traffic during working hours, and two lanes of traffic during non-work hours. Road work signs will be posted while the project is under construction.

FISCAL IMPACT: The project will utilize available funds from the Pavement Maintenance Program account (RDI024) in the Capital Improvement Plan (CIP). Total expenses are estimated at \$130,931; including \$110,931 for the proposed bid award, \$15,000 for inspection/testing/utilities/right-of-way and \$5,000 for construction contingency.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Aerial Map

AUDIO/VISUAL NEEDS: Aerial Map



WASHINGTON COUNTY DIVISION OF ENGINEERING
BID TABULATION
OAK RIDGE DRIVE SIGHT DISTANCE IMPROVEMENT
CONTRACT NO. RD-OA-277-10

BIDS RECEIVED: Wednesday, December 1, 2021
1:00 P.M. (EST)
Hagerstown, MD 21740
Length of Contract: 90 Calendar Days

Hagerstown, MD 21740 Length of Contract: 90 Calendar Days									
Item No.	Description	Unit	Quantity	Unit Price	Total Price	First Fruits Excavating, Inc. 407 Plum Run Road Ridgeley, WV 26753	MIM Construction, Inc. 6506 Carrie Lynn Court Mt. Airy, MD 21771	Huntberry Brothers, Inc. 21536 Chevreville Road Smithsburg, MD 21783	Concrete General 8000 Beechcraft Avenue Gaithersburg, MD 20879
101	Clearing and Grubbing	LS	1	\$10,350.00	\$10,350.00		\$10,000.00	\$15,000.00	\$20,000.00
102	Mobilization	LS	1	\$9,750.00	\$9,750.00		\$30,000.00	\$54,000.00	\$16,000.00
103	Maintenance of Traffic	LS	1	\$2,900.00	\$2,900.00		\$10,000.00	\$13,500.00	\$15,000.00
104	Temporary Traffic Signs	SF	63	\$20.00	\$1,260.00		\$10.00	\$630.00	\$34.60
105	Drums for Maintenance of Traffic	EA	41	\$40.00	\$1,640.00		\$50.00	\$85.00	\$100.00
106	Construction Stakeout	LS	1	\$2,000.00	\$2,000.00		\$5,000.00	\$5,940.00	\$5,000.00
107	Contingent: Temporary Orange Construction Fence	LF	200	\$1.00	\$200.00		\$0.01	\$2.00	\$7.60
108	Portable Flashing Arrow Panel	DAY	3	\$50.00	\$150.00		\$25.00	\$300.00	\$682.00
201	Unclassified Excavation	CY	1031	\$54.00	\$55,674.00		\$20.00	\$15,465.00	\$43.50
202	Removal of Existing Curb or Combination Curb and Gutter	LF	22	\$63.00	\$1,386.00		\$100.00	\$330.00	\$32.00
301	42" SMART Fence (or Approved Equal)	LF	25	\$5.00	\$125.00		\$100.00	\$250.00	\$14.00
302	Stabilized Construction Entrance	EA	1	\$1,000.00	\$1,000.00		\$5,000.00	\$2,500.00	\$5,000.00
303	Topsoil Check Dam	EA	1	\$500.00	\$500.00		\$2,500.00	\$250.00	\$400.00
501	Saw Cutting	LF	22	\$5.00	\$110.00		\$10.00	\$5.00	\$6.00
601	Standard Concrete Curb Opening	EA	2	\$1,800.00	\$3,600.00		\$2,500.00	\$750.00	\$1,100.00
701	Placing Furnished Topsoil, 4 Inch Depth	SY	1950	\$7.00	\$13,650.00		\$5.00	\$3.50	\$7.00
702	Turfgrass Establishment	SY	1950	\$2.10	\$4,095.00		\$5.00	\$0.60	\$1.20
703	Type A Soil Stabilization Matting	SY	484	\$5.25	\$2,541.00		\$10.00	\$2.00	\$8.00
Bid Total					\$110,931.00		\$120,137.00	\$124,983.00	\$139,342.30

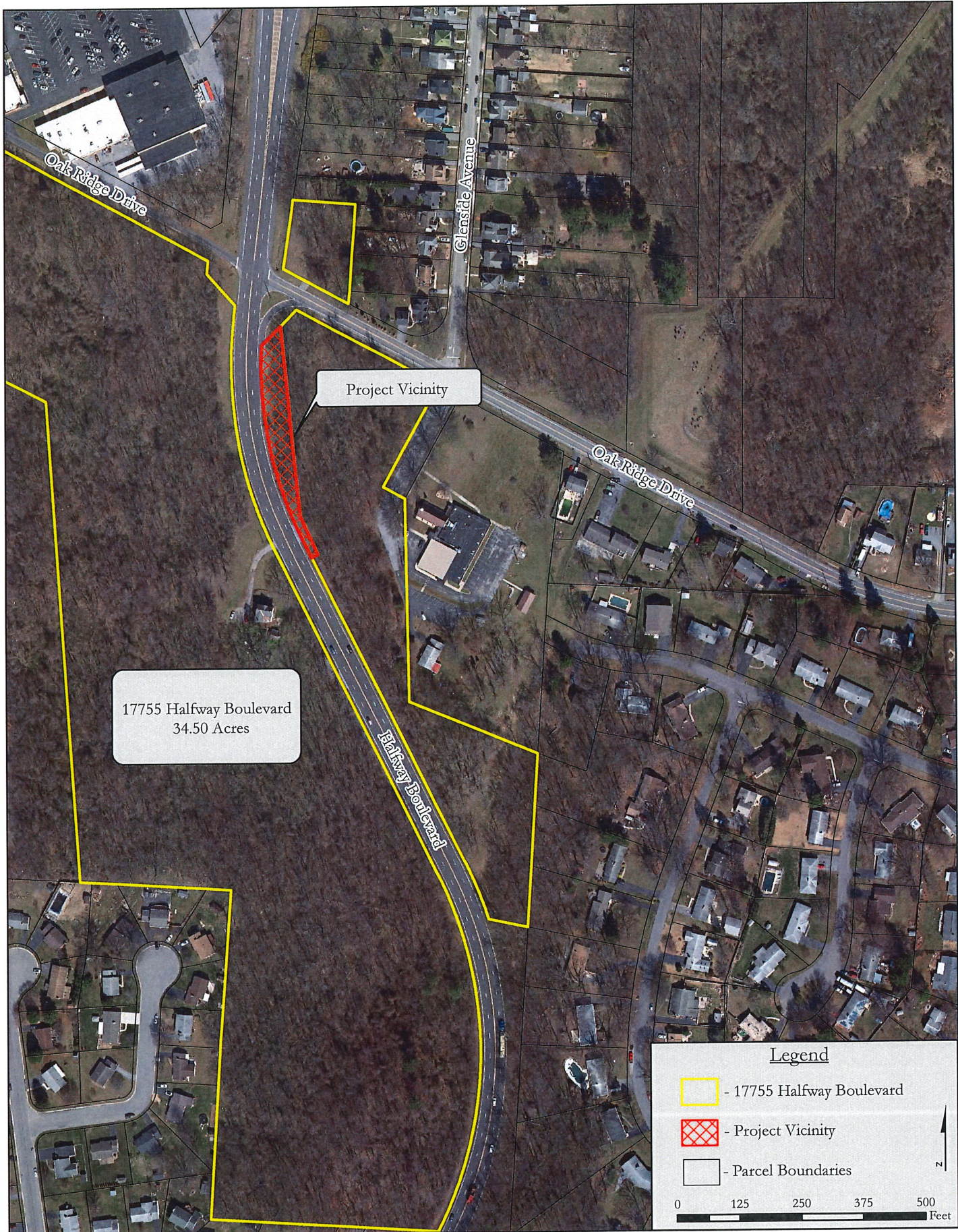


WASHINGTON COUNTY DIVISION OF ENGINEERING
BID TABULATION
OAK RIDGE DRIVE SIGHT DISTANCE IMPROVEMENT
 CONTRACT NO. RD-OA-277-10

BIDS RECEIVED: Wednesday, December 1, 2021
 1:00 P.M. (EST)
 Hagerstown, MD 21740
 Length of Contract: 90 Calendar Days

Item No.	Description	Unit	Quantity	Excavating Associates, Inc.		Advantage Landscape & Construction		C. J. Miller, Inc.		W. F. Delauter & Son, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Clearing and Grubbing	LS	1	\$7,815.00	\$7,815.00	\$34,385.00	\$34,385.00	\$10,600.00	\$10,600.00	\$11,000.00	\$11,000.00
102	Mobilization	LS	1	\$5,220.00	\$5,220.00	\$6,686.00	\$6,686.00	\$28,300.00	\$28,300.00	\$5,500.00	\$5,500.00
103	Maintenance of Traffic	LS	1	\$4,030.00	\$4,030.00	\$8,070.00	\$8,070.00	\$26,800.00	\$26,800.00	\$20,400.00	\$20,400.00
104	Temporary Traffic Signs	SF	63	\$19.00	\$1,197.00	\$110.31	\$6,949.53	\$25.00	\$1,575.00	\$27.00	\$1,701.00
105	Drums for Maintenance of Traffic	EA	41	\$63.00	\$2,583.00	\$302.56	\$12,404.96	\$60.00	\$2,460.00	\$78.00	\$3,198.00
106	Construction Stakeout	LS	1	\$5,619.00	\$5,619.00	\$9,646.50	\$9,646.50	\$12,000.00	\$12,000.00	\$7,450.00	\$7,450.00
107	Contingent: Temporary Orange Construction Fence	LF	200	\$3.56	\$712.00	\$13.50	\$2,700.00	\$6.00	\$1,200.00	\$5.00	\$1,000.00
108	Portable Flashing Arrow Panel	DAY	3	\$62.50	\$187.50	\$285.00	\$855.00	\$350.00	\$1,050.00	\$33.00	\$99.00
201	Unclassified Excavation	CY	1031	\$74.50	\$76,809.50	\$35.98	\$37,095.38	\$43.00	\$44,333.00	\$92.00	\$94,852.00
202	Removal of Existing Curb or Combination Curb and Gutter	LF	22	\$69.00	\$1,518.00	\$35.00	\$770.00	\$65.00	\$1,430.00	\$27.00	\$594.00
301	42" SMART Fence (or Approved Equal)	LF	25	\$48.00	\$1,200.00	\$21.00	\$525.00	\$30.00	\$750.00	\$15.00	\$375.00
302	Stabilized Construction Entrance	EA	1	\$1,678.00	\$1,678.00	\$2,385.00	\$2,385.00	\$3,300.00	\$3,300.00	\$3,240.00	\$3,240.00
303	Topsoil Check Dam	EA	1	\$1,554.00	\$1,554.00	\$2,147.00	\$2,147.00	\$1,500.00	\$1,500.00	\$290.00	\$290.00
501	Saw Cutting	LF	22	\$12.00	\$264.00	\$20.22	\$444.84	\$82.00	\$1,804.00	\$20.00	\$440.00
601	Standard Concrete Curb Opening	EA	2	\$2,048.00	\$4,096.00	\$885.00	\$1,770.00	\$3,700.00	\$7,400.00	\$1,890.00	\$3,780.00
701	Placing Furnished Topsoil, 4 Inch Depth	SY	1950	\$12.39	\$24,160.50	\$4.09	\$7,975.50	\$6.00	\$11,700.00	\$4.00	\$7,800.00
702	Turfgrass Establishment	SY	1950	\$1.33	\$2,593.50	\$3.02	\$5,889.00	\$1.00	\$1,950.00	\$5.50	\$10,725.00
703	Type A Soil Stabilization Matting	SY	484	\$1.75	\$847.00	\$4.04	\$1,955.36	\$4.00	\$1,936.00	\$5.50	\$2,662.00
Bid Total					\$142,084.00		\$142,654.07		\$160,088.00		\$175,106.00

East Oak Ridge Drive Sight Distance Improvement



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-21-0075) - One (1) Used D5 Caterpillar Dozer

PRESENTATION DATE: January 11, 2022

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

RECOMMENDED MOTION: To authorize, by Resolution, the Department of Solid Waste to purchase of one (1) used D5 Caterpillar dozer from Carter Machinery Company, Inc. of Baltimore, MD in the amount of \$105,500 and to utilize another jurisdiction's contract (#032119-CAT) that was awarded by Sourcewell (formally National Joint Powers Alliance) to Caterpillar, Inc. and to approve a Budget Transfer in the amount of \$105,500 from Capital Reserves Account 498721-21-21010 to Controllable Assets Account 599999-21-21020.

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

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

DISCUSSION: The department's 2002 John Deere 850C Bulldozer with 12,600 hours was put out of service because of an issue with repairing of the undercarriage and tracks. Repairs were made by Solid Waste staff, but upon further inspection the machine was deemed unsafe for use without a complete rebuild of the undercarriage and tracks. Costs for these repairs are estimated at \$40,000. The 850C has a current value of approximately \$20,000. Local dealers were contacted about used equipment currently available. The 2017 D5 Caterpillar is a 2017 with 4,686 hours.

Industrial equipment dealers were contacted, three options were presented. Carter Equipment (CAT) presented the 2017 D5 and a 2016 D5 with 8,270 hours for \$89,500. James River Equipment presented a John Deere 850K with 1,000 hours for \$300,000. James River stated other machines were available from \$200,000 to \$250,000 but gave no specific details on these machines. The machine will not be used on the landfill but will be used on the stockpile and for slope work for an hour or two a day, the 2017 D5 Caterpillar is the best option for our specific use.

FISCAL IMPACT: The funds will be transferred from the Capitol Reserves (498721-21-21010 and 498710-21-21010) to the Controllable Assets (599999-21-21020).

CONCURRENCES: Director of Purchasing, Interim County, Chief Financial Officer

ATTACHMENTS: Budget Adjustment Form and Carter Equipment's Quote

Carter

2017 CATERPILLAR D5K2LGP

PRICE

\$105,500 USD

ORIGINAL LIST PRICE	\$239,371.00
<u>SOURCEWELL DISCOUNT OF 20%</u>	<u>-47,875.00</u>
SALE PRICE	\$191,496.00
<u>ADDITIONAL DISCOUNT</u>	<u>-85,996.00</u>

TOTAL SALE PRICE	\$105,500.00
------------------	--------------

SALES INFORMATION

Catalog #	4833908	Stock #	5010920
Serial #	0KY203270	SMU / Hours	4,686
Status	Used	Rating	Good
Availability	Available	Location	BALTIMORE, MD, United States

BENEFITS

- Warranty 12 MONTH / 1,000 HOUR POWERTRAIN & HYDRAULIC

FEATURES

- | | | |
|-------------------|-----------------------|----------------------------|
| • AIR CONDITIONER | • AIR SUSPENSION SEAT | • BLADE SHAKE |
| • BLADE, PAT | • BLADE, S | • BLADE, SINGLE ANGLE TILT |
| • BLUETOOTH RADIO | • DRAWBAR | • ENGINE ENCLOSURES |
| • EROPS | • LIGHTING | • PILOT CONTROL |
| • PRODUCT LINK | • STEER, JOYSTICK | |

CONDITION

●●●

Good

●●

Fair

●

Poor

GENERAL APPEARANCE

●●● Battery Box	●●● Belly Pans	●●● Bumper
●●● Cab or Canopy	●●● Counterweight	● Decals 2 rear access doors need new Cat decals, machine needs new lifting instruction decal
●●● Draw Bar	●●● Engine Enclosures	●●● Fuel Tank
●●● Grab Irons	●●● Guards	●●● Hood
●●● Main Frame Welds	●●● Paint concrete on machine needs to be cleaned	●●● Radiator Grill
●●● Screens	●●● Sheet Metal	●●● Steps / Ladder
●●● Transmission Guard		
YES Cleaning Required	NO S.O.S. Taken	

SAFETY ITEMS

●●● Back Up Alarm	●●● Horn	●●● Parking Brake - SAFETY ITEMS
●●● Rear View Camera		
YES ROPS	YES ROPS Certification Plate	YES Safety Decals In Place / Legible

GAUGES, OPERATOR STATION, CONSOLE

●●● Air Conditioner	●●● Dash Console	●●● Door Latches / Seals
●●● EMS Panel / Warnings	●●● Floor Boards / Mats	●●● Gauges
●●● Glass/Mirrors	●●● Headliner	●●● Heater
●●● Interior Lights	●●● Meter Replaced / Working	●●● Monitoring Panel / Display
●●● Radio Type & Condition	●●● Seat Cushion / Arm Rest	●●● Seat Suspension Type / Condition air
●●● Switches	●●● Windshield Wipers	
YES Current O&MM	YES Current Safety Manual	

ENGINE

- | | | |
|----------------------------------|---------------------------------------|-----------------------------|
| ●●● Air Cleaners | ●●● Anti-Freeze Color / Level
blue | ●●● Engine Supports |
| ●●● Exhaust / Muffler / Stack | ●●● Fuel Injection System | ●●● Governor / Control |
| ●●● Operating Condition - ENGINE | ●●● Turbocharger / Blower | |
| NO Blow By | NO Compression in Radiator | YES Fluid Levels OK? |
| NO Knocking | NO Oil Leaks | NO Pre Lube System |
| NO Water in Oil | | |

Oil Pressure (H/L/N) N	Smoke Color (B/D/L/W) No
---------------------------	-----------------------------

EMISSIONS

- After Treatment System
- NO** Leaks / Type

COOLING SYSTEM

- | | | |
|---|------------------------------|--------------|
| ●●● Belts / Pulleys - COOLING
SYSTEM | ●●● Coolers | ●●● Fan |
| ●●● Fan Drive / Type | ●●● Hoses | ●●● Radiator |
| ●●● Shroud / Guards | ●●● Water Pump | |
| NO Leaks - COOLING SYSTEM | YES Standard Radiator | |

ELECTRICAL, STARTING AND CHARGING SYSTEM

- | | | |
|-------------------------------|-------------------------|------------------------------|
| ●●● Alternator | ●●● Batteries / Cables | ●●● Product Link / Condition |
| ●●● Starter | ●●● Wiring | ●●● Work Lights |
| NO Active Codes | YES Block Heater | YES Ether Aid |
| NO Jump Start Terminal | | |

TRANSMISSION

- | | | |
|-------------------------------------|---|-----------------------------------|
| ●●● Case | ●●● Controls - TRANSMISSION | ●●● Cooler |
| ●●● Lines / Fittings - TRANSMISSION | ●●● Operating Condition -
TRANSMISSION | ●●● Pump - TRANSMISSION |
| ●●● Seals | ●●● Temp / Pressure Gauges | ●●● Transmission - Forward Shifts |
| ●●● Transmission - Reverse Shifts | ●●● Valves | |

YES	Hydrostatic	NO	Leaks - TRANSMISSION	YES	Traction Control	
NO	Transmission - Noisy					
STEERING						
●●●	Differential Steering Controls	●●●	Pump / Motor	●●●	Steering Clutch	
●●●	Steering Linkage	●●●	Steering Operating Condition	●●●	Steering Valve	
BRAKE						
●●●	Parking Brake Operation	●●●	Service Brake Operation			
	Holding What Gear?					
	all					
HYDRAULICS						
●●●	Angle Cylinder	●●●	Control Linkage - HYDRAULICS	●●●	Hose Lines	
●●●	Hydraulic Valves	●●●	Lift Cylinders	●●●	Mounts / Yokes Normal wear for hours	
●●●	Overall Operating Condition	●●●	Pumps	●●●	Tank / Sight Glass / Cap	
●●●	Tilt Cylinder					
NO	Leaks - HYDRAULICS					
BLADE						
●●●	Back of Blade	●●●	C Frame / Mounts / Bearings	●●●	Cutting Edge & Bits 175% wear emaining	
●●●	Face / Moldboard both ends have been plated	●●●	Knuckle	●●●	Pins	
●●●	Push Arm	●●●	Tilt Arms	●●●	Trunnions	
UNDERCARRIAGE						
	Measurement (L)	% Worn (L)	Total Potential Hours (L)	Measurement (R)	% Worn (R)	Total Potential Hours (R)
Carrier Rollers Front	148	65				
Idlers Front	20 mm	48				
Links	22.4 mm	55				
Pins & Bushings (External)	8.7 mm	50				
Track Shoe Grouser Height	57.8 mm	40				

●●● Guiding Guard - Left
●●● Track Frame - Right

●●● Guiding Guard - Right

●●● Track Frame - Left

NO Pins & Bushings Turned?

Average Life Remaining -
UNDERCARRIAGE
50% full track guards

Link / Brand / Part Number
Cat 6Y9262

FINAL DRIVES

●●● Housings, Left

●●● Planetaries / Differential, Left

●●● Planetaries / Differential, Right

PHOTOS (31)















Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0076) – Cabling and Software

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of the purchase and installation of cameras, door access control system and all related hardware from Skyline Technology Solutions of Glen Burnie, MD at the contracted unit prices totaling \$70,698.08 based on the contract awarded by Carroll County Government (RFP #49-F-1-18/19). This phase is a necessary and vital step in the relocating of 80 West Baltimore Street Annex.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

Acquisition of the equipment by utilizing the Carroll County Government's contract and eliminating our county's bid process would result in administrative efficiencies for the Engineering and Purchasing Department as well as overall better pricing due to economies of scale offered by the subject contract. The contract term is effective December 1, 2021 through November 30, 2022.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's Capital Improvement Plan 30-11620-BLD108.

CONCURRENCES: Director of Engineering

ALTERNATIVES: N/A

ATTACHMENTS: Skyline Network's quote dated November 22, 2021

AUDIO/VISUAL NEEDS: N/A



Skyline Technology Solutions, LLC PROPOSAL

6956-F Aviation Boulevard
Glen Burnie, MD 21061
Phone: 410-766-1993
Fax: 410-766-5774

Proposal #: 16201
Date: 11/22/2021
Terms: Net 30 Days
Sales Person: Kendra Collier

Prepared For:

Washington County
Washington County
Infotech
100 West Washington St, RM 3300
Hagerstown, MD 21740
Accounts Payable

Location:

Washington County
New Washington Admin Annex
747 Northern Ave.
Hagerstown, MD 21742

Proposed Service:

Skyline's proposal follows the CCPN contract Reference RFP: 49-F-1-18/19

1) Statement of Work

- A) Skyline Technology Solutions is pleased to provide Washington County with a Proposal for the CCTV and Access Control System located at Washington Admin Annex. Skyline Technology Solutions will complete the following Scope of Work based on Site Survey & Attached Floor Plan and Customer Provided Drawings & Spec
- B) Skyline's understanding is that we will install (7) cameras and 13-door access control system

2) Scope of Work

A) Network Cable

- 1) No cabling is included on this proposal

B) Video Surveillance System

- 1) Provide, configure, and install (1) interior cameras.
 - a) Front lobby - P3248-LV covering the interior of the lobby and the glass front
- 2) Provide, configure, and install (6) exterior cameras.
 - a) (1) P3719-PLE Multisensor camera on each corner of the building providing 270 deg coverage of the area
 - b) (1) P3818-PVE camera on the front of the building providing 180deg coverage of the front
 - c) (1) P3818-PVE camera on the rear of the building providing 180deg coverage of the back
- 3) Install (1) recording server with (4) 12TB drives
- 4) (7) VMS/Camera Licenses will be applied to VMS.
- 5) (7) cameras will be enrolled into Customer VMS.
- 6) Estimated video storage for 30 days of continuous recording assuming 5fps, H.264 codec (H.265 if available), max resolution, 50% compression, Zip Stream set to Medium - 8TB

C) Access Control System

- 1) Head-end build - Furnish, Install and Configure (2) Access Control Enclosures, (1) CloudLink, (1) LP1502 controller and (6) MR52 expansion boards
- 2) Furnish, Install and Configure access control at (13) doors



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a) Each door to include (1) reader, (1) REX, (1) electric door strike with latch bolt monitor

3) Assumptions

A) General

- 1) All work will be performed during normal business hours 7am - 5pm
- 2) Access to free and clear workspace will be granted by the customer.
- 3) Price includes Genetec Advantage until May 31st 2022
- 4) Price includes Low Voltage Permit

B) Network Cable

- 1) All cabling to be provided by others

C) Video Surveillance

- 1) All camera views will be verified by end user within (1) business day of project completion.
- 2) Customer will return complete Customer Requirements Form (CRF) before any equipment will be purchased. CRF includes, but not limited to, I.P. Address, Device Naming, Power Requirements, Storage Needs, etc.
- 3) Skyline will have remote access before, during, and after installation.
- 4) Skyline assumes customer will replace ceiling tiles if needed.

D) Access Control

- 1) All doors are in full working order
- 2) All doors can accommodate electric strikes
- 3) Price does not include mag locks or exit devices
- 4) IF system is tied into a burglar alarm system, Skyline will leave and identify a Normally Closed circuit for Alarm contractor use.
- 5) All doors will be tested with customer at time of project completion.
- 6) Skyline will have remote access before, during, and after installation.

4) Provided by others:

- A) UPS unit for recording server
- B) All necessary cabling
- C) (1) dedicated 110VAC Quad Receptacle will be provided at Access Control enclosure location for Equipment Power.
- D) 8'x 4' fire-rated plywood mounted at Access Control enclosure location
- E) (9) open patch panel ports
- F) (1) 15W POE Network ports
- G) (6) 30W POE Network ports
- H) (2) non POE Network ports
- I) All recording server and viewing workstation hardware



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J) Skyline will provide a separate Customer Requirements Form (CRF) following proposal acceptance, detailing items needed prior to equipment being ordered and/or work being scheduled. Specific items may include, but are not limited to, IP address information, power equipment, switch/patch panel ports, etc.

5) Training

A) Training is not included on this proposal.

6) Standard Practices

- A) All Category Cable and/or Fiber will be tested with an approved testing device in compliance with Industry testing procedures.
- B) This design and installation will comply with all federal, state, county, and municipal codes and regulations, the National Electric Code (NEC), National Fire Protection Assn. (NFPA), ANSI/EIA/TIA - 568A & 569 for building telecommunication wiring and pathway.
- C) All cable, outlets, termination panels, and devices will be machine-printed labeled using a sequence to match the floor plan and/or customer-provided labeling scheme.
- D) All Skyline provided equipment will be tested in our lab before installed at customer location to reduce RMAs.
- E) Video Surveillance will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials.
- F) Access Control System will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials.

NUMBER	DESCRIPTION	QTY	UNIT COST	TOTAL
02060-001	AXIS P3818-PVE delivers a 180° panoramic overview of extensive areas with ultra-high resolution images and incredible details up to 30 fps. With 13 MP resolution and seamless stitching of all three images, it MSRP \$1799.00 -22%	2	\$1,403.220	\$2,806.44
AXIS TQ3101-E	An outdoor pendant kit for mounting AXIS Q38 Series. MSRP \$99.00 -22%	2	\$77.220	\$154.44
AXIS T91L61	Wall-and-Pole Mount for Axis PTZ and multi-sensor cameras. Built-in Ethernet cable with an IP66 RJ45 connector for quick installation with protection against dust and water. Connect PoE via either RJ45 or IDC MSRP \$99.00 - 22%	2	\$77.220	\$154.44
AXIS P3719-PLE	AXIS P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses (4 x Quad HD) enabling overview and detailed surveillance. With one IP address	4	\$1,247.220	\$4,988.88



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Terms: Net 30 Days
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	and one network cable, the four-MSRP \$1599.00 -22%			
AXIS T94N01D	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE MSRP \$89.00 - 22%	4	\$69.420	\$277.68
AXIS T91D61 Wall Mount	Chromated and powder coated aluminum wall mount with 1.5" NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4" conduit hole on the side. Includes mounting plate, pipe MSRP \$84.00 - 22%	4	\$65.520	\$262.08
AXIS T91A64 Corner	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and MSRP \$79.00 - 22%	4	\$61.620	\$246.48
AXIS P3248-LV	AXIS P3248-LV is a day/night fixed dome with discreet, dust- and IK10 vandal-resistant indoor casing. It has support for Forensic WDR, Lightfinder 2.0, motion-adaptive exposure for minimized motion blur, MSRP \$979.00 - 22%	1	\$763.620	\$763.62
GSC-Om-E-1C	1 camera connection MSRP \$250.00 -25%	7	\$187.500	\$1,312.50
GSC-Om-E-1FC	1 failover camera connection (camera connection NOT included). Mandatory SMA. MSRP \$23.00 -25%	7	\$17.250	\$120.75
SY-CLOUDLINK	Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE. MSRP \$1150.00 - 25%	1	\$862.500	\$862.50
SY-LP1502	Mercury Intelligent Controller, LinuxBased, 8In/4Out/2Rd (SoftwareConnections included) MSRP 1515.00 -25%	1	\$1,136.250	\$1,136.25
SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) MSRP \$707.00 -25%	6	\$530.250	\$3,181.50
SY-FPO150-B100C82D8P	LifeSafety Power -Mercury Power, 150W Dual Voltage, 8 lock and 16 PTC aux outputs, 24x20x6.5 enclosure SKYLINE + 10%	2	\$586.300	\$1,172.60
12V 7AH	12 Volts, 7 RC @ 25 Amps SKYLINE + 10%	4	\$16.874	\$67.50
SY-20NKS-00-000000	HID Signo 20 reader, Mullion, 13.56mHz & 125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE MSRP \$263.00 -25%	13	\$197.250	\$2,564.25
DS160	BOSCH SECURITY SYSTEMS DS160 REQUEST TO EXIT PIR GREY SKYLINE + 10%	13	\$57.453	\$746.89
TP160	Bosch Single Gang Backplate for DS150/DS160 SKYLINE + 10%	13	\$1.232	\$16.02
Service	Locksmith Services to furnish and install (1) electric door strike	13	\$1,100.000	\$14,300.00
ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast Enterprise Camera – 1 month MSRP \$4.23 - 25%	42	\$3.170	\$133.14



Skyline Technology Solutions, LLC PROPOSAL

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ADV-RDR-E-1M	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 month MSRP \$1.33 - 25%	84	\$0.990	\$83.16
Project Installation	Miscellaneous items for projects	1	\$1,677.500	\$1,677.50
CCPN - Security Tech (Fac	CCPN - Security Tech (Fac Spec Lev 2)	159	\$106.680	\$16,962.12
CCPN - PM (Project	CCPN - PM (Project Manager)	36	\$157.480	\$5,669.28
CCPN - Engineer (Systems	CCPN - Engineer (Systems Engineer)	16	\$152.400	\$2,438.40
C601105007	Category 6 7' Patch Cord Green SKYLINE + 10%	7	\$5.313	\$37.19
C601105003	Category 6 3' Patch Cord Green SKYLINE + 10%	9	\$4.719	\$42.47
SV-1011E-R6-48T-12-208	Streamvault™ 1011E Appliance series Rackmount 2U 6 Bays 48TB (1) Xeon 4208 16 (4) 1GbE RJ45 (4) 12TB SATA (2) 256GB 2.5 hot-plug SSD (2) 1100W PSU, Windows 10 LTSC 2019, RAID5, 5YR NBD KYHD, iDRAC9 Express, Genetec™ Security Center pre-installed. Licens	1	\$8,520.000	\$8,520.00

*Non-taxable Freight included if applicable.

***By signing below or issuing a purchase order or sending an email approval or providing a contract for services constitutes acceptance of this proposal and its attached terms & conditions:**

Customer Signature: **X** _____
Printed Name: _____
Date: _____

LABOR	\$25,069.80
MATERIALS & FREIGHT*	\$45,628.28
SUB TOTAL	\$70,698.08
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$70,698.08



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0077) – Network Infrastructure and Cabling at 747 Northern Avenue

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of the purchase and installation of network infrastructure and cabling and all related hardware from High Performance Cabling Inc., of Hagerstown, MD at the contracted unit prices totaling \$136,000 based on the contract awarded by Washington County Public Schools (WCPS) Bid #2020-09. This phase is a necessary and vital step in the relocating of 80 West Baltimore Street Annex.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

Acquisition of the equipment by utilizing WCPS contract and eliminating our county's bid process would result in administrative efficiencies for the Engineering and the Purchasing Department as well as overall better pricing due to economies of scale offered by the subject contract. The contract term is effective December 1, 2021 through November 30, 2022.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's Capital Improvement Plan 30-11620-BLD108.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: High Performance Cabling, Inc. quote dated October 19, 2021

AUDIO/VISUAL NEEDS: N/A



HIGH PERFORMANCE CABLING CORPORATION

13126 Pennsylvania Avenue, Suite #3 - Hagerstown, Md. 21742
Telephone: 301.739.8989

Fax: 301.797.4545

CUSTOMER NAME:

Wash Co. Govt

PROJECT:

New Permits office

DATE:

Tuesday, October 19, 2021

Item#	Qty	Group	Vendor Part Number	Description	Each	Extd.
1	164,500	Copper	10032094	Berk-Tek LANmark 1000 Plenum-Blue	\$0.22	\$36,190.00
2	3,600	Copper	11085339	Berk-Tek LANmark 6A UTP Plenum-Blue	\$0.69	\$2,484.00
3	690	Jacks	61UJK-RL6	Leviton Atlas-X1 Cat 6 UTP connector - Blue	\$6.21	\$4,284.90
4	26	Jacks	6110G-RL6	Leviton Extreme Cat 6A (UTP) jack - Blue	\$10.65	\$276.90
5	15	Jacks	49255-L48	Leviton Cat 6 w/magnifying lens label 48 port unloaded	\$349.46	\$5,241.88
6	1	Jacks	49255-L48	Leviton Cat 6 w/magnifying lens label 48 port unloaded	\$675.00	\$675.00
7	22	Plates	1116698-1	AMP 2 port biscuit - Almond	\$2.02	\$44.52
8	168	Plates	42080-4WS	Leviton 4 Port White faceplate with labels	\$2.02	\$339.36
9	150	Hardware	CAT64	J-Hook (4")	\$8.24	\$1,235.29
10	150	Hardware	CAT12	J-Hook (3/4")	\$1.76	\$264.71
11	2000	Copper	AC-A12-68	Superior Essex Composite security AC-A12-68	\$1.18	\$2,352.94
12	1000	Copper	2227v	Commscope RG6 plenum coax (Quad)	\$0.54	\$541.18
13	8	Misc	F6-MCV	Amphenol RG6 F- connector for plenum	\$0.88	\$7.06
14	4	Misc	1499855-1	F-connector coupler, Almond	\$3.53	\$14.12
15	1	Hardware	55053-703	Chatsworth Standard 7' two post rack (black)	\$176.47	\$176.47
16	15	Misc	SB87019S2FB	Deluxe 2U Horizontal Manager -Single sided	\$94.12	\$1,411.76
17	2	Misc	SB86086D084FB	Deluxe Vertical manager - Double sided w/fingers 6"	\$823.53	\$1,647.06
18	1	Hardware	10250-718	Chatsworth 18" ladder rack (black)	\$117.65	\$117.65
19	2	Hardware	11421-718	Chatsworth 18" wall angle assembly (black)	\$35.29	\$70.59
20	1	Hardware	10595-718	Chatsworth Junction plate (18")	\$47.06	\$47.06
21	4	Hardware	2097883	Hilti Speed Sleeve 4" CP653	\$323.53	\$1,294.12
22	690	Copper	1-219242-0	Qwiktron Cat 6 Patch cable (blue) 10'	\$2.59	\$1,787.10
23	690	Copper	219886-5	Qwiktron Cat 6 Patch cable (blue) 5'	\$1.76	\$1,217.65
24			-			
25	1	Open		Misc- Cable Ties, Labels	\$2,240.00	\$2,240.00
26	1	Open		HDMI boxes	\$2,288.69	\$2,288.69
27	1	Open		Sales Tax		
28		Open				
Total Material:						\$66,250.00
		Labor Description				
		Labor for Data				
		Labor for Access control wiring				
		Labor for camera cabling				
		Labor for Demolition of Low Voltage cabling				
		Total Labor - 1550 man hours @ \$45.00 per hour				
		NOTE: Labor and material prices are based off of WCPS Bid 2020-09				
		regular hourly labor rate per person of \$45.00 per hour for total hours				
		Materials not listed are marked up 15% per contract				
Total Labor Price:					\$69,750.00	
GRAND TOTAL (USD)					\$136,000.00	

Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0078) Salt Storage Facility for the Highway Department - Central Location

PRESENTATION DATE: January 11, 2022

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department

RECOMMENDED MOTION: Move to authorize by Resolution, the Highway Department to purchase/installation of a salt storage facility at 601 Northern Avenue from Greystone Construction Company of Shakopee, MN for total sum amount of \$251,455 and to utilize another jurisdiction's contract (#091319-CSS) that was awarded by Sourcewell (formally National Joint Power Alliance) to Greystone Construction Company.

REPORT-IN-BRIEF: The Highway Department is requesting to purchase a salt storage structure and have the vendor perform the installation. Road salt is used for deicing of roads to ensure safe driving conditions. The salt storage structure will ensure protection from the environment through proper storage. A covered and contained salt storage facility is a requirement of the site's stormwater pollution prevention plan. The salt storage structure will help protect the county's material investment, prevent salt from dissolving and washing offsite, and reduce the formation of hardened salt clumps that are difficult to load and damage salt spreaders.

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

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

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Highway Department's Capital Improvement Plan (CIP) account 515000-30-20010-BLD104 in the amount of \$350,000.

CONCURRENCES: Deputy Director of Highway Department

ALTERNATIVES: 1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or 2. Do not award the purchase of the salt storage facility.

ATTACHMENTS: Graystone Construction Company's quote.



CONTRACT

(Labor and Material)

This Contract is entered into this 7th day of December 2021, by and between Owner, and Greystone Construction Company, Contractor.

Owner	<u>Washington County, MD</u>	Sourcewell	
Address	<u>100 W Washington Street Ste 2400</u>	Member ID:	<u>18599</u>
City State/Zip	<u>Hagerstown, MD 21740-4799</u>	Phone:	<u>240-313-2252</u>
		County:	<u>Washington</u>

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described below ("Work"), subject to the terms and conditions stated herein: **Furnish and install:**

80'x80' L14B Britespan Apex Building per attached exhibits.

which Work shall be performed at: Building Address: 601 Northern Ave
City State/Zip: Hagerstown, MD 21740 County: Washington

2. **Contract Price.** Owner agrees to pay to Contractor for the Work the sum of **Two Hundred Fifty-One Thousand Four Hundred Fifty-Five Dollars and no /100** **(\$251,455.00).** as adjusted by additions to and deletions from the Work that have been agreed to by the parties in writing.
3. **Payment Terms.** Payment of the Contract Price shall be made as follows:
Monthly Progress Billing will be issued and Due Net 30 from date of Invoice.
Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of **18%** or, in the absence thereof, at the legal rate prevailing at the place the Work is performed.
4. **Insurance.** Contractor shall secure and maintain a policy of commercial general liability insurance with coverage limits that are customary for the type of Work being performed. Owner shall secure and maintain policies of property and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work.** Contractor shall complete the Work in approximately days from the execution of Contract. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly.
7. **Indemnification.** Contractor shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor.
8. **Warranty.** Owner agrees to look exclusively to the manufacturer for any warranties covering the materials (including any design and engineering requirements of the materials) used in the performance of the Work. Contractor makes no warranty, express or implied, regarding the materials or the design and engineering requirements of the materials. The manufacturer's warranty is expressly in lieu of all other warranties covering the materials, including any warranty of

merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Contractor. Owner agrees to complete any warranty registration cards required in order to activate any manufacturers' warranties, and to deliver the completed warranty registration cards to the Contractor upon completion of the Work. Contractor warrants only that its labor will be of good quality and workmanship and free of defects for a period of one (1) year from completion of the Work. Contractor does not provide, and shall not be responsible for, any of the design and engineering requirements of the Project, except as follows: _____. Owner agrees that all other design and engineering requirements for the Project shall be the Owner's responsibility.

- 9. **Remedy.** If Contractor breaches Contractor's labor warranty as set forth above, or if Contractor breaches this Contract, Owner's sole remedy against Contractor shall be the repair or replacement of the defective Work, at Contractor's option. Notwithstanding anything to the contrary herein, under no circumstances shall Contractor be liable to Owner, or to anyone else, for any costs or damages, including without limitation, any incidental, indirect, specific or consequential damages of any kind, resulting from Contractor's breach of warranty, or breach of this agreement, or from Contractor's negligence or other actions or failure to act, including without limitation, costs or damage resulting from defects in the Work.
- 10. **Permits by Owner.** Owner shall obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
- 11. **Condition of Site.** Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to underground utilities, tanks or other buried equipment or obstructions not disclosed to Contractor prior to commencement of the Work.
- 12. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work. Owner shall maintain the site including access in and around the building in a manner that allows the contractor to complete the work without limitation for the duration of construction.
- 13. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
- 14. **Governing Law.** This Contract shall be governed by the laws of the place where this project is located.
- 15. **Assignment.** Neither party may assign the Contract without the written consent of the other.
- 16. **Entire Agreement.** This Contract, together with attached Exhibits **A, B, & C** constitute the entire agreement between the Contractor and the Owner with respect to the Work. The Contract may be amended or modified only by writing signed by both of the parties.

OWNER: _____
By _____
Title _____
Date _____

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

CONTRACTOR: _____
By _____

Its _____
Date _____



EXHIBIT A

Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

Standard Exclusions:

Building Permit	Dewatering
Site Surveys	Frost Ripping
Subsurface Investigation	Bedrock Excavation and Backfill
Unforeseen Subsurface Conditions	Utility Hookup Charges
Soil Correction Work	Winter Conditions
Contaminated Soil Clean up and Disposal	Winter Heat and Cover

Customer Signature _____ Date _____



Waiver

I hereby give Greystone Construction Company permission to use photographs and/or video footage taken of me, my or my company's property and/or statements made by me or my company, in any and all future productions and/or publications without remuneration or liability. I understand that the above may be used for promotional purposes, both nationally and internationally.

Furthermore, I give Greystone Construction Company permission to edit any of the aforementioned photographs, video footage and/or statements for brevity, clarity or aesthetic purposes.

COMPANY NAME: _____

YOUR NAME: _____

TITLE: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

Scope of Work & Sourcewell Pricing

to be performed by Greystone Construction

Building Option #2 Sourcewell Building Materials Price:

- 80' x 80' L14B Britespan Apex Series Building
- Truss spacing 16' on center
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
 - Single piece cover design
- Building designed per ASCE7-10 (IBC 2015)
 - Fabric type: ASTM E-84 (NON-FR)
 - Occupancy category: CAT 1 (LOW HAZARD)
 - Ground snow load: 40 lbs.
 - Wind Load: 105 MPH wind
 - Wind Exposure: C
 - Site conditions: Ce = 0.9 Exposed
 - Collateral Load: 0
 - No sprinklers
 - No conveyor loads
 - Seismic Design Category: B
 - Stamped engineered building drawings included
- Engineered foundation drawings
- (1) Fabric end wall with steel framing with two 4'x4' mesh vents in back end
- (1) open end wall
- Freight to Hagerstown, MD included
- 0% Sales tax included

Sourcewell Fabric Building Materials Price: \$85,095.64

Sourcewell Engineered Foundation and Bunker panels:

- Building to be installed on engineered concrete pad and pier foundations. Piers to extend 2' above grade on three sides.
 - Assumes existing soils has minimum bearing capacity of 2,500 PSF,
 - Assumes excavation and backfill- By others
- Approximately 230 lineal feet 8' tall precast bunker panels with corrosion inhibitor
- Hot dipped galvanized anchor bolts
- Provide all necessary labor and equipment to complete items noted above

Sourcewell Foundation and bunker panel price: \$129,271.36



Sourcewell Fabric Building erection:

- All labor and equipment necessary to erect building above
- Includes all travel, project management and supervision

Sourcewell Fabric Erection Price: \$37,088.00

Total Sourcewell Project Price: \$251,455.00

See exclusions below



MARKET AND PANDEMIC PROVISIONS:

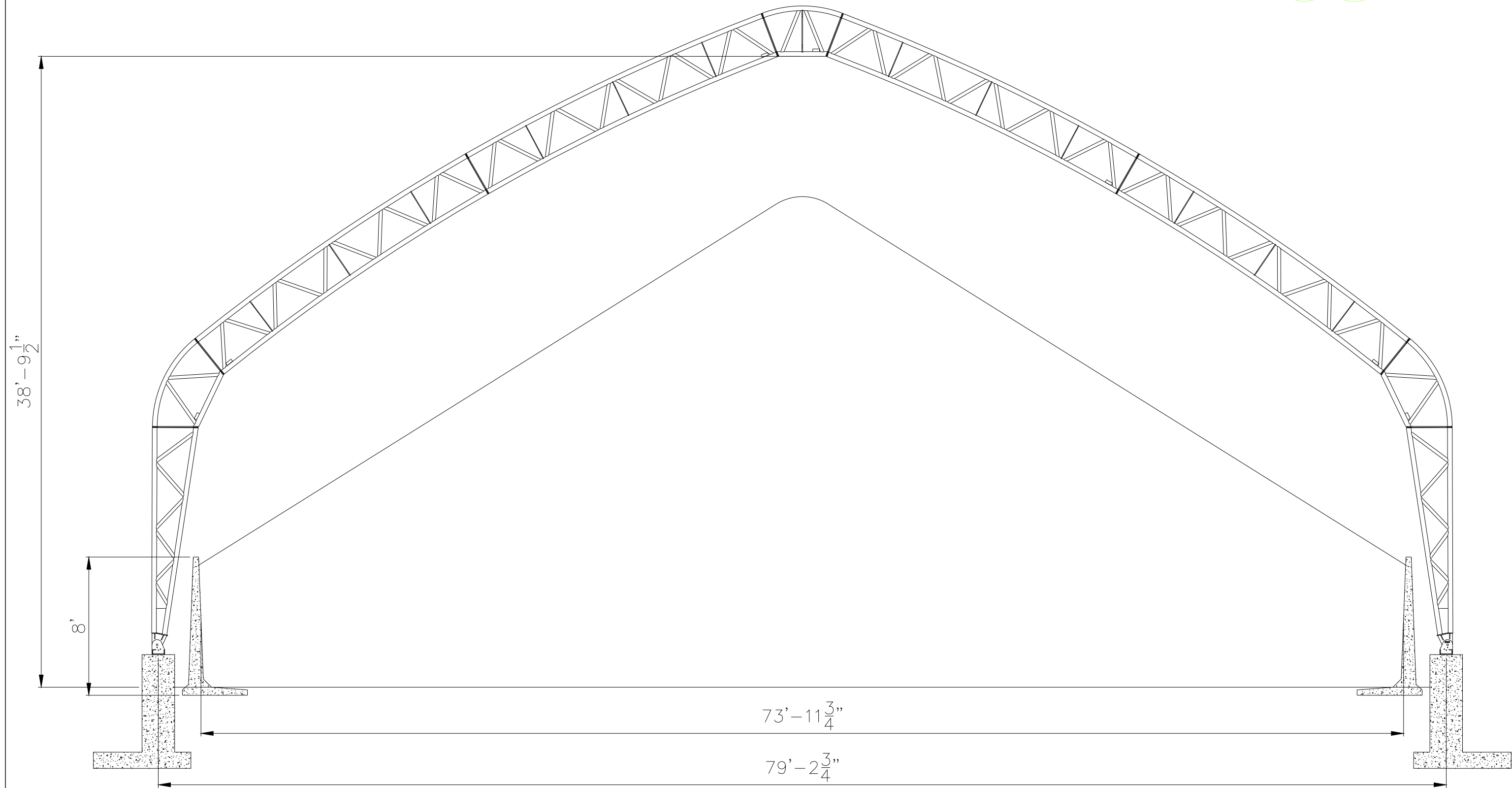
- Pricing is based on current market conditions and does not include tariffs, surcharges or fees imposed by future events beyond our control. Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement. Any savings or additional cost would be communicated with Owner prior to order.
- Construction schedule maybe affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner, evaluation of alternatives will be reviewed, and if no alternatives are suitable the schedule will be adjusted based on actual material delivery dates.
- Pandemic protocols enacted by the owner's requirements or federal/state/local jurisdictions following the execution of the construction contract may result in additional costs and schedule extensions to the contract. These may include but not limited to: employee testing, travel time for testing, temporary enclosures/facilities to isolate work forces, staffing shortages and subcontractor reselection if the current subcontractor cannot staff the project due to labor shortages as a result of newly enacted protocols.

Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Permits & Fees
- Sales tax on materials
- Prevailing wage rates and Union labor – see alternate for prevailing wage rates
- Payment and performance bonds
- Cat II occupancy and FR Fabric
- Alternate foundation design if proposed design isn't suitable for existing site
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc.
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc.
- Assumed building has 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Cutting and patching of existing concrete or asphalt paving
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- All electrical & mechanical systems
- All winter conditions

EXHIBIT C - PROFILE

NOT FOR CONSTRUCTION



120 N 3rd Street • Suite 225
Bismarck, ND 58001
P: 701.214.5883 • F: 701.214.6403
www.greystoneconstruction.com

500 S. Marshall Road • Suite 300
Shawnee, MO 64666
P: 852.696.2227 • TF: 888.742.6837



DATE: 9-8-21
NOT FOR CONSTRUCTION
DRAWN BY: ML
CHKD BY: XX

DRAWING
A1



Open Session Item

SUBJECT: PR-30 Sick Leave Bank - Policy Revision

PRESENTATION DATE: Tuesday, January 11, 2022

PRESENTATION BY: Laurence “Larry” Etchison, Director of Human Resources

RECOMMENDED MOTION: To approve a revision of PR-30 Sick Leave Bank to address the following:

1. Expanded Pandemic (i.e., COVID-19) Illness or Mandated Quarantine eligibility
2. Expanded new Employee eligibility (prior to earning / access to accruing paid leave)
3. Standardized use of FMLA Medical Certification Forms in determining medical necessity including Caregiver of current Service Member or Veteran
4. Improved HIPPA compliance regarding confidentiality of Employee medical condition / records
5. Established Sick Leave Bank balance threshold for activating Employee general contributions.

REPORT-IN-BRIEF:

As requested by the BoCC during the December 14, 2021, Open Session, Staff was asked to review the current Sick Leave Bank Policy (PR-30) with regards to New Employees, COVID-19, and Employee general contributions. The attached revised PR-30 Sick Leave revised policy addresses these topics as well as others (improved HIPPA compliance, standardizing medical necessity, and Caregiver of Service Member or Veteran).

FISCAL IMPACT: As Sick Leave Bank hours are donated by Employees, the policy revision produces no (or at worse de minimis) financial impact on the Citizens and Taxpayers of Washington County, Maryland.

CONCURRENCES: Mr. John Martirano, County Administrator

ALTERNATIVES: Not Applicable

ATTACHMENTS: PR-30 Sick Leave Bank policy dated January 11, 2022

AUDIO/VISUAL NEEDS: Not applicable



POLICY TITLE: Employee Sick Leave Bank

POLICY NO: PR-30

I. PURPOSE

This Policy establishes a program whereby a County Employee may, 1) request Sick Leave Bank paid time off, 2) transfer accrued Sick Leave directly into the Sick Leave Bank as a general contribution, or 3) transfer accrued Sick Leave directly into the Sick Leave Bank for a specifically identified Employee.

II. DEFINITIONS

- A. Medical Certification of a Serious Health Condition as determined via one of the following USDOL, Wage & Hour Division, FMLA Medical Certification forms:
 - 1. WH-380-E (Employee's Serious Health Condition)
 - 2. WH-380-F (Family Member's Serious Health Condition)
 - 3. WH-385 (Military Caregiver of Current Servicemember)
 - 4. WH-385-V (Military Caregiver of Veteran)
- B. Pandemic (i.e., COVID-19) Illness or Mandated Quarantine is verified by the presentation of a positive COVID-19 test result or by Medical Provider written attestation.
- C. Member Eligibility
 - 1. Regular, Full-Time County Employees and;
 - 2. Medical Certification of a Serious Health Condition as determined by the appropriate form listed within paragraph A of this section or;
 - 3. Pandemic (i.e., COVID-19) Illness or Mandated Quarantine of the Employee or any Spouse, Parent, Child, or Person domiciled within the Employee's payroll residence.

III. USE OF SICK LEAVE BANK BENEFITS

- A. Sick Leave Bank benefits will be for a duration not to exceed four hundred eighty (480) hours with pay to be used by an Employee who has been approved for use of Sick Leave Bank benefits pursuant to this Policy.
- B. Donation to the general Sick Leave Bank will not be a prerequisite for an Employee to receive Sick Leave Bank benefits.
- C. An Employee who has access to their accrued Sick, Vacation, Personal, Charity, and Short-Term Disability Leave may not use Sick Leave Bank benefits until the Employee has exhausted all accrued Sick, Vacation, Personal, Charity, and Short-Term Disability Leave.
- D. A new Employee who has not yet earned (or has access to) their accruing Sick, Vacation, Personal, Charity, and Short-Term Disability Leave may not use Sick Leave Bank benefits until the Employee has exhausted all to-date pending accrual Sick, Vacation, Personal, Charity, and Short-Term Disability Leave as specifically authorized by the Director of Human Resources.

- E. Sick Leave Bank benefits may not be used for lost time due to an injury or illness that qualifies for Workers' Compensation benefits.
- F. Sick Leave Bank benefits may be used on the Employee's first scheduled workday after all other leave is exhausted.
- G. The maximum number of Sick Leave Bank hours that will be granted in a single fiscal year to any single Employee will be four hundred eighty (480) hours. Request and consideration of additional Sick Leave Bank hours may be granted at the discretion of the County Administrator and the Director of Human Resources on a case-by-case basis.
- H. The granting of leave from the Sick Leave Bank shall not cause an Employee to receive more than his or her annual salary.
- I. Should a recipient return to work before exhausting the approved and granted Sick Leave Bank benefits or before qualifying for any other type of paid leave, any remaining unused Sick Leave Bank days will be returned or added to the Sick Leave Bank.
- J. Use of Sick Leave Bank benefits shall not extend the twelve (12) week employment protection provisions under the Family and Medical Leave Act.
- K. The Department of Human Resources and the Budget and Finance Department will track Employees' donations and use of Sick Leave Bank benefits.

IV. CONDITIONS OF DONATIONS

- A. When the Sick Leave Bank Balance drops below 2,880 hours (480 Sick Leave Bank Hour Maximum per Employee per Fiscal Year X 6 Employees) an Employee may make a general contribution to the Sick Leave Bank one (1) time per fiscal year during the health care coverage open enrollment period in an amount not to exceed eight (8) hours.
- B. An Employee may contribute to the Sick Leave Bank for the benefit of a specifically identified and approved Employee at any time in the specified amounts of eight (8), sixteen (16), or twenty-four (24) hours.
- C. Employees who wish to donate earned Sick Leave must complete and return the Sick Leave Donation Form (Appendix B) to the Department of Human Resources. Donations to the Sick Leave Bank are voluntary and confidential.
- D. Sick Leave donated to the Sick Leave Bank will not be returned to the donating Employee.
- E. For retirement calculation purposes, donated Sick Leave will be considered "used" and will not be included in calculating donating Employees' retirement benefits.
- F. An Employee may not donate Sick Leave to the Sick Leave Bank after submitting a notice of resignation, retirement, or termination of employment for any other reason.
- G. Donation of Sick Leave will not affect eligibility for (or calculation of) Sick Leave incentives pursuant to all applicable County policies or procedures.

V. PROCEDURE FOR REQUESTING SICK LEAVE BANK BENEFITS

- A. An Employee wishing to request Sick Leave Bank benefits must complete and return the Sick Leave Bank Application Form (Appendix A) to the Department of Human Resources.
- B. Within two (2) business days of receipt of the Sick Leave Bank Application Form, a Human Resources Representative will contact the requesting Employee and provide the appropriate Medical Certification of a Serious Health Condition form as listed within Section II., A. of this Policy to the Employee with advice on how to proceed or will request from the Employee the presentation of positive COVID-19 test results as stated in Section II, B. of this Policy.
- C. Within two business days of receipt of the documentation requested within Section V. B of this Policy, the Deputy Director of Human Resources will review all aspects of the Employee's Sick Leave Bank Application and make an approval or denial recommendation to the Director of Human Resources with two (2) business days.
- D. The Director of Human Resources will review the Deputy Director's recommendation and issue a final approval or denial of the Employee's Sick Leave Bank Application within two (2) business days. The requesting Employee will be immediately notified of the determination by the Director of Human Resources.
- E. Within ten (10) calendar days of receipt of an unfavorable determination by the Director of Human Resources, the Employee may make a written request for a confidential review of the determination by the Legal Department to ensure Policy compliance. Upon completion of the review, the Legal Department will either confirm the Director of Human Resources determination or request for the Director of Human Resources to reconsider the determination based on the Legal Department's Policy interpretation. Upon receipt of the Legal Department's confirmation or recommended reconsideration, the Director of Human Resources will respond accordingly within two (2) business days and inform the requesting Employee of the final determination.
- F. Upon approval of an Employee's request for Sick Leave Bank benefits, the Director of Human Resources will notify all appropriate Parties (Human Resources, Payroll, the Employee's Supervisor, etc.) of the approved request for Sick Leave Bank benefits.

Policy Actions

[illegible]

**BoCC of Washington County, Maryland
Sick Leave Bank Application Form**

Please type or print clearly. Submit completed form to the Department of Human Resources.

Employee Name: _____ Employee Department: _____

Position Title: _____ Date Requested: _____

Name of person for whom Sick Leave Bank benefits are requested:

Relationship of the person for whom Sick Leave Bank benefits are requested:

(i.e., self, spouse, child, etc.): _____

Reason for Request (please check one):

- ☐ Employee's Serious Health Condition
- ☐ Family Member's Serious Health Condition
- ☐ Military Caregiver of Current Servicemember
- ☐ Military Caregiver of Veteran
- ☐ Pandemic (i.e., COVID-19) Illness or Mandated Quarantine

I waive any claim that I might have now or in the future against the Board of County Commissioners of Washington County, Maryland, or its Employees regarding the proper, HIPPA compliant dissemination of information (personal, medical, or other) pertaining to this request. I also attest that my request is genuine and that I have not (nor will not) present any knowingly false verbal or written information pertaining to this Sick Leave Bank Application.

Employee Signature: _____ Date: _____

For Human Resources Use Only:

The request for Sick Leave Bank benefits is _____ Approved _____ Denied.

Director of Human Resources:

Signature

Date

Printed Name

BoCC of Washington County, Maryland Sick Leave Donation Form

Please type or print clearly.

Name of Donor: _____

Department: _____ Position: _____

I hereby authorize and request the Department of Human Resources to deduct leave time from my accrued sick leave balance and donate this leave as follows (check only one):

_____ **Donation to Sick Leave Bank (8 hours)**

_____ **Donation for a specific, Sick Leave Bank Eligible Employee (8, 16 or 24 hours)**

☐ **Eight (8) Hours** ☐ **Sixteen (16) Hours** ☐ **Twenty-four (24) Hours**

Name of Recipient Employee: _____

I understand that sick leave hours, once donated, are considered used and will no longer be a factor in my retirement benefit calculation.

Print Name of Donor: _____

Signature of Donor: _____ Date: _____