



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 14, 2025

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *November 20, 2024*
December 10, 2024
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:30 AM CITIZEN PARTICIPATION
- 9:40 AM 1. FY25 BUDGET ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S GENERAL FUND BUDGET
Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools; Eric Sisler, Executive Director of Finance, Washington County Public Schools
- 9:45 AM 2. ANNUAL PRESENTATION BY HAGERSTOWN COMMUNITY COLLEGE PRESIDENT AND BOARD OF TRUSTEES TO THE WASHINGTON COUNTY COMMISSIONERS AND STAFF
Dr. James, Klauber, President, Hagerstown Community College
- 9:55 AM 3. ADMINISTRATIVE OFFICE OF THE COURTS SECURITY FUNDING – APPROVAL TO ACCEPT GRANT AWARD
Kristin Grossnickle, Court Administrator, Circuit Court for Washington County; Richard Lesh, Grant Manager, Grant Management
- 10:00 AM 4. SOLE SOURCE PROCUREMENT (PUR-1723) – ESRI CLOUD MODEL OF GEOGRAPHIC INFORMATION SOFTWARE ENTERPRISE LICENSE AGREEMENT
Brandi Kentner, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology
5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INGT-24-0175) 2025 FORD F-550 REGULAR CAB 4X4 205" CHASSIS TRUCK
Brandi Kentner, Director, Purchasing; Danny Hixon, Deputy Director, Public Works – Buildings, Grounds, and Facilities

- 10:05 AM 6. 2025 SENATOR AMOSS FUNDING DISTRIBUTION
R. David Hays, Director, Emergency Services
- 10:15 AM 7. THIRD AMENDMENT TO LEASE
Mark Bradshaw, Director, Environmental Management; Rosalinda Pascual, Deputy County Attorney
- 10:30 AM 8. POLICE ACCOUNTABILITY TRIAL BOARD OAH STANDING AGREEMENT
Rosalinda Pascual, Deputy County Attorney
- 10:25 AM CLOSED SESSION – *(To consider the acquisition of real property for a public purpose and matters related directly thereto. (3) The discussion of said matters in open session would diminish the County’s bargaining power.*
- *Discussion the acquisition of real property for the location of County facility.*
 - *Review agreement of sale for purchase of real property by the County.*
- To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individual. (1) These topics include the discussion of confidential personnel matters.*
- *Discussion of hiring recommendation for open County position.*
 - *Discussion of hiring recommendation for open County position.*
- To consult with counsel to obtain legal advice on a legal matter. Discussion in open session would violate attorney-client privilege.*
- *Update from County Attorney on County-involved litigation and other legal matters.*
- To consider matters related to collective bargaining negotiations.*
- *Discuss updates and progress of negotiations with IAFF.)*
- 12:00 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

***BOARD OF COUNTY COMMISSIONERS IS ATTENDING A TOUR OF DUVINAGE, LLC
AT 60 WEST OAK RIDGE DRIVE, HAGERSTOWN, MARYLAND 21740 AT 1:30 P.M.***



Open Session Item

SUBJECT: FY25 Budget Adjustments to the Washington County Board of Education's General Fund Budget

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Mr. Jeffrey Proulx, Chief Operating Officer, WCPS
Mr. Eric Sisler, Executive Director of Finance, WCPS

RECOMMENDED MOTION: Move to approve the requested adjustments to the Board of Education's FY2025 General Fund Budget.

REPORT-IN-BRIEF: The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. To that end, the Washington County Board of Education approved the attached list of changes to its FY2025 General Fund Budget at its December 17, 2024, meeting.

DISCUSSION: The changes that the Board of Education approved on December 17, 2024, cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners. These changes are necessary to reflect the one-time allocation of funds from the County Government approved by the Commissioners on November 19, 2024, to support start-up costs for a visitor management system and the purchase of three replacement school buses.

FISCAL IMPACT: None. These proposed modifications merely adjust various categories of the budget to reflect updated information on revenue and spending trends.

CONCURRENCES: Washington County Public Schools Finance staff recommended the adjustments for approval by the full Board. The Board of Education approved these changes at their December 17, 2024, meeting.

ALTERNATIVES: None

ATTACHMENTS:

- FY2025 general fund budget adjustments

AUDIO/VISUAL NEEDS: None

**Washington County Public Schools
Requested FY2025 Budget Adjustments**

Category	Value	The primary reason for variance is:
Revenue	\$647,910	One-Time Additional County Funding
Total Expense Reductions/Additional Revenue	<u>\$647,910</u>	
Student Transportation Services	422,910	Purchase of 3 replacement school buses.
Operation of Plant	225,000	Support the purchase of visitor management software and the necessary small computer devices.
Total Expense Increases/Reduced Revenue	<u>\$647,910</u>	
Net Effect on Fund Balance	\$0	



Open Session Item

SUBJECT: Annual Presentation by Hagerstown Community College President and Board of Trustees to the Washington County Commissioners and Staff

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Dr. James Klauber

RECOMMENDED MOTION: None at this time

REPORT-IN-BRIEF: State of HCC and budget presentation

DISCUSSION: Dr. Klauber and the HCC Board of Trustees will brief the Commissioners and staff on the changes at HCC over the year, along with a budget and tuition forecast.

FISCAL IMPACT: 3% Increase of General Fund Operating Budget and \$750,000 for One-Time Deferred Maintenance.

CONCURRENCES: None

ALTERNATIVES: None

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: Power Point will be presented.

**Washington County, Maryland
General Fund
Department 90040 - Hagerstown Community College
FY26 Expenses**

	2026 Operating Budget Requested	Adjustment	2026 Operating Budget Requested	\$ Change	% Change	2025 Operating Budget Approved	2024 Actuals Final	2023 Actuals Final
502000 - Appropriations	11,293,380	0	11,293,380	1,057,090	10.33%	10,236,290	10,236,290	10,035,290
Operating Expenses	11,293,380	0	11,293,380	1,057,090	10.33%	10,236,290	10,236,290	10,035,290
Total	11,293,380	0	11,293,380	1,057,090	10.33%	10,236,290	10,236,290	10,035,290

Washington County, Maryland
General Fund
Department 90040 - Hagerstown Community College
FY26 Expenses

	2026 Operating Budget Requested	2026 Variance Comments Requested
502000 - Appropriations	11,293,380	Requesting a three percent increase in operational support and an additional \$750,000 one-time appropriation to cover deferred maintenance projects.
Total	11,293,380	



Washington County, Maryland
 Outside Agency Funding Request
 FY2025

The Office of Budget and Finance
 100 West Washington Street, Room 3100
 Hagerstown, Maryland 21740
 Phone: 240-313-2300
 Fax: 240-313-2301

General Information

Organization Hagerstown Community College (HCC) Contact Person: Dr. Heike Soeffker-Culicerto
 Address: 11400 Robinwood Drive Telephone: (240) 500-2235
 City Hagerstown State MD Zip Code 21742
 E-mail: hsoeffker-culicerto@hagerstowncc.edu Fax: (301) 733-7852

Summary of Funding Request

Program Name	Total Budget					County Funding Request			
	Prior	Current	Proposed	%		Prior	Current	Proposed	%
General Fund Operating Budget	\$ 42,326,125	\$ 45,248,730	\$ 45,979,842	1.6%	Form 2	\$ 10,035,290	\$ 10,236,290	\$ 10,543,379	3.0%
Deferred Maintenance One-Time	\$ -	\$ -	\$ -	0%	Form 3	\$ -	\$ -	\$ 750,000	100%
	\$ -	\$ -	\$ -	0%	Form 4	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 5	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 6	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 7	\$ -	\$ -	\$ -	0%
Total	\$ 42,326,125	\$ 45,248,730	\$ 45,979,842	1.6%		\$ 10,035,290	\$ 10,236,290	\$ 11,293,379	10.3%

Certification Statement and Other Documents

- Attach Year End Financial Statement (audited if available), if not already provided.
- Attach Form 990, the most recent year filed and completed, if applicable.

I certify that all information in this application as well as all supplied supporting data of this application are true and complete to the best of my knowledge and belief. I understand that material omission or false information contained in the application could constitute grounds for disqualification from funding. I further understand that by submitting an application, I am accepting the terms and conditions as approved by the County Commissioners of Washington County, MD for the programs specified. Expenditures are also subject to County audit.

I also represent and warrant that the organization does not discriminate on the basis of race, creed, sex, age, color, national origin, physical or mental disabilities for employment, or the achievement of the mission or goal of the organization.

I understand that any and all applications submitted may be considered public documents. As such, all applications may be viewable and obtained by the public under provisions of the Public Information Act, MD Code Ann., State Government Article 10-613.

Applicant's Signature Dr. Heike Soeffker-Culicerto Date 12/19/2024

Washington County, Maryland
Outside Agency Funding Request

Program Budget

Organization Name: Hagerstown Commuity College (HCC) Funding Request: \$ 10,543,379

Program Name: General Fund Operating Budget # Clients Served: 40,118

Program Description: HCC ensures equitable access to affordable, high-quality educational programs, while fostering workforce development and cultural vitality in the region.

Expenditures	Total Program Cost			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget <small>(round nearest \$10)</small>	
Personnel Costs:				
Wages	21,855,321	23,957,474	25,436,623	2.00% Increase for faculty and staff, plus additional staffing for former ABC and Northern Ave.
Fringe Benefits	4,675,000	4,930,996	4,700,000	
Payroll Taxes	1,671,932	1,832,747	1,945,902	Employer's share of social security and Medicare
Total	\$ 28,202,253	\$ 30,721,217	\$ 32,082,525	
Operating Costs:				
Audit	-	-		Note: moved to contract services
Building Maintenance	300,000	120,000	120,000	
Contract Services	6,299,513	6,423,856	6,423,856	
Consultants	-	-		Note: moved to contract services
Hardware/Software	-	-		
Insurance	622,116	725,075	775,830	
Interest Cost	-	-		
Office Supplies	-	-		
Phone	373,000	451,000	451,000	
Rent Expense	-	-		
Utilities	994,221	1,150,000	1,150,000	
Vehicle Maintenance	-	-		
Other (detail below):	-	-		
1. Supplies and Materials	1,967,917	2,211,493	2,211,493	
2. Contingency - General	672,804	871,754	408,209	
3. Tuition Disc/Scholarships	800,000	1,633,692	1,155,996	
4. PD & Memberships	296,291	465,933	465,933	
5. Advertising	333,000	335,000	335,000	
Total	\$ 12,658,862	\$ 14,387,803	\$ 13,497,317	
Capital				
Equipment Purchases	1,465,010	139,710	400,000	
Hardware Purchases				
Other Capital Purchases				
Total	\$ 1,465,010	\$ 139,710	\$ 400,000	
Grand Total	\$ 42,326,125	\$ 45,248,730	\$ 45,979,842	

Washington County, Maryland
Outside Agency Funding Request

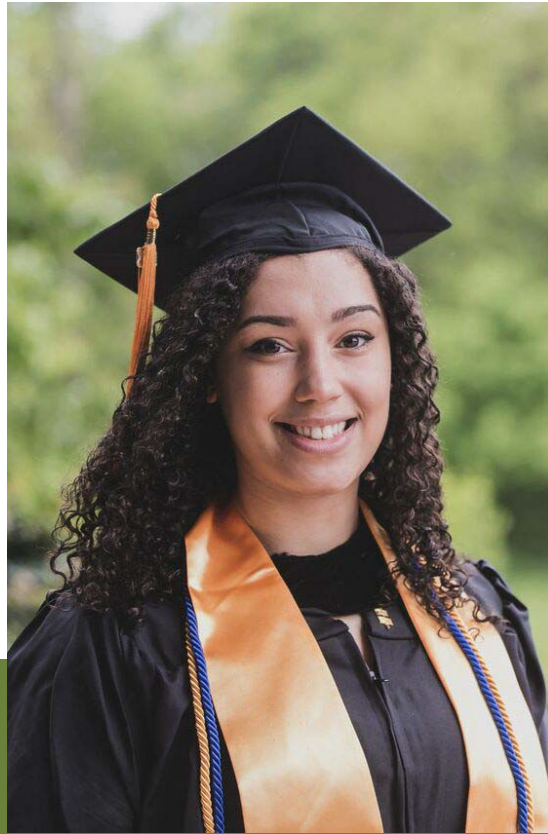
Program Revenue

Organization Name: Hagerstown Commuity College (HCC) Funding Request: \$ 10,543,379

Program Name: General Fund Operating Budget # Clients Served: 40,118

Program Description: HCC ensures equitable access to affordable, high-quality educational programs, while fostering workforce development and cultural vitality in the region.

Program Revenue	Total Program Revenue			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
Grants:				
County - general operating	\$ 10,236,290	\$ 10,236,290	\$ 10,543,379	A 3% increase due to an anticipated decrease by the state.
County - Gaming				
County - Community Funding				
County - other (list):				
1. Deferred maintenance			750,000	One-time appropriation for deferred maintenance projects.
2.				
3.				
Federal				
State	16,184,916	15,852,133	16,572,846	Estimated 5% increase of Cade due to increase of HCC's enrollment.
Contributions and bequests				
Total	\$ 26,421,206	\$ 26,088,423	\$ 27,866,225	
Operating Income:				
Fundraising				
Other:				
1. Student Tuition and Fees	14,804,919	17,835,307	17,113,617	Maryland Blueprint, but due to English 101 initiative enrollment decrease. But 5% increase of tuition and increase of some fees and taking over ABC.
2. Miscellaneous	300,000	200,000	200,000	
3.				
4.				
Total	\$ 15,104,919	\$ 18,035,307	\$ 17,313,617	
Other:				
Sale of Equipment				
Investment Income	800,000	1,125,000	800,000	
Loan Proceeds				
Total	\$ 800,000	\$ 1,125,000	\$ 800,000	
Grand Total	\$ 42,326,125	\$ 45,248,730	\$ 45,979,842	



Presentation to Washington County Commissioners

January 14, 2025



Goals for FY25 – Halfway Through the Year



- Complete the reaccreditation process with the Middle States Commission on Higher Education to accomplish another certification for an 8 year period. **March 2025**
- Join the National Alliance of Concurrent Enrollment Partnerships (NACEP) and continue to refine Blueprint implementation to meet NACEP standards for application for accreditation in FY26. **On Schedule!**
- Begin a two year process of having all online general education courses offered at HCC go through Master Course Certification followed by Quality Matters Certification. **On Schedule!**
- Meet Year 3 goals in Title III grant award: FYE course, revise orientation, QM goals, endowment matching goals.
- Implement full scale background review, policies and procedures for all new hires and current faculty and staff. **Needs work**
- Implement cyber security training for campus community and conduct network security assessment in FY25.

Current & Future Capital Projects

- ❑ Oversee the construction of the D.M. Bowman Family Workforce Training Center. **February 2025**
- ❑ Design and bid the renovation of the Advanced Technology Center. **FY26**
- ❑ Plan for providing required space to accommodate faith-based or religious practices in accordance with new changes in Maryland law. **Monitoring state actions this year.**
- ❑ Conduct Maryland Stadium Authority Study. **Happening Now!**
- ❑ Begin Planning for ASA Renovation. **Getting to work!**

Enrollment Data



Students Served (Unduplicated)

Programs	FY2023	FY2024	Projected FY2025**
Credit Students	4,807	7,104	6,700
Non-Credit Students	6,590	6,275	6,200
Unduplicated Student Total	10,994	13,001	12,600



Requests for Next Year

- 3% increase in operational support
- Paramedic Program support
- Continued Capital Support
- Deferred Maintenance Projects
- Look at future Capital support plan for ASA Renovation. Will submit Part I and Part II provisions to the State in early 2026.



Thank you!



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Open Session Item

SUBJECT: Administrative Office of the Courts Security Funding – Approval to Accept Grant Award

PRESENTATION DATE: January 14, 2025

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

RECOMMENDED MOTION: Move to approve the acceptance of funds in the amount of \$74,657.94 for Circuit Court security funding.

REPORT-IN-BRIEF: This grant program will provide funds from the Maryland Administrative Office of the Courts to Washington County Circuit Court for multiple security projects.

DISCUSSION: Grant funds will be used for multiple security projects including additional access control panel, an alarm panel notification upgrade, updated Aiphone visual intercom systems, and installation of security blast film.

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

FISCAL IMPACT: Provides \$74,657.94 for the Washington County Circuit Court

CONCURRENCES: Office of Grant Management

ALTERNATIVES: Deny acceptance of additional funding

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1723) – ESRI Cloud Model of Geographic Information Software Enterprise License Agreement

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department; Josh O’Neal, Division Director, Information Systems

RECOMMENDED MOTION: Move to authorize a Sole Source procurement of a Esri Enterprise License Agreement for use by the Washington County Department of Information Technologies for the third and final year beginning January 4, 2025, ending January 3, 2026 for a total sum of \$113,300 from Environmental Systems Research Institute, Inc. of Redlands, CA.

REPORT-IN-BRIEF: ESRI is the software that drives all GIS-related operations for all County departments. It provides mapping and planning data essential to many aspects of Public Works and serves citizen and interagency requests and collaboration efforts around GIS data.

The Department of Information Technologies wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County’s requirements.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

DISCUSSION: N/A

FISCAL IMPACT Funds in the amount of \$1,279,398.45 are available in 515180-10-11000 for this expenditure.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Environmental Systems Research Institute, Inc. quote dated 11/20/2024.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 11/20/2024
To: Joseph Rathvon
Organization: County of Washington
Information Technology
Fax #: 240-313-2261 **Phone #:** 240-313-2278
From: Hannah Sistos
Fax #: **Phone #:** + 19093693265 Ext. 3265
Email: hsistos@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26251633
Document Date: 11/20/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: + 190936932653265

Quotation

Date: 11/20/2024

Quotation Number: 26251633

Contract Number: SMALL GOVT ELA US

County of Washington
 Information Technology
 GIS Office
 100 W Washington St Rm 334
 Hagerstown MD 21740-4727

Attn: Joseph Rathvon
Email: jrathvon@washco-md.net
Customer Number: 268948

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Hannah Sistos

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ea_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	168181	113300.00	113,300.00
Populations of 125,001 to 150,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
Start Date: 01/04/2025				
End Date: 01/03/2026				
Subscription ID: 2103327684				

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: + 190936932653265

Quotation

Page 2

Date: 11/20/2024

Quotation Number: 26251633

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	113,300.00
Estimated Tax	0.00
Total	USD 113,300.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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380 New York Street
Redlands, CA 92373
Phone: + 190936932653265

Quotation

Page 3

Date: 11/20/2024

Quotation No: 26251633

Customer No: 268948

Contract No: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INGT-24-0175) 2025 Ford F-550 Regular Cab 4x4 205" WB Chassis Truck

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Brandi J. Kentner, CPPO, Director, Purchasing; Daniel Hixon, Deputy Director, Public Works-Buildings, Grounds and Facilities

RECOMMENDED MOTION: Move to authorize by Resolution, for the Department of Public Works-Buildings, Grounds and Facilities to purchase one (1) new 2025 Ford f-550 Regular Cab 4x4 205" WB Chassis Truck from Apple Ford, of Columbia, MD in the amount of \$89,175.30 and to utilize another jurisdiction's contract (#0004504) that was awarded by Baltimore County to Apple Ford.

REPORT-IN-BRIEF: The Department of Public Works-Buildings, Grounds and Facilities is requesting to purchase one (1) 2025 Ford F-550 Regular Cab 4x4 205" WB Chassis Truck to replace a vehicle that exceeds the County's Vehicle and Equipment Types and Usage Guidelines; The existing stake body vehicle is a 1990 Chevrolet 3500 with 90,590 miles. The cost of repairs continues to go up for this vehicle due to parts becoming harder to find. This vehicle is out of service for long periods affecting the maintenance and upkeep of the Buildings, Grounds, and Facilities for Washington County. The County initiated the Vehicle and Equipment Types and Usage Guidelines in 2001. The County's replacement guidelines for vehicles less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle.

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. Baltimore County took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this vehicle 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 from direct cost savings in the purchase of this vehicle because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Baltimore County contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the department's Capital Improvement Plan (CIP) account 600300-30-10500-VEH008 in the amount of \$95,580.

CONCURRENCES: N/A

ALTERNATIVES:

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

ATTACHMENTS: Apple Quote dated 12/18/24

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

***(Intergovernmental Cooperative Purchase [INTG-24-0175] 2025 Ford F-550 Regular Cab
4x4 205" WB Chasis Truck)***

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of § 1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Department of Public Works – Buildings, Grounds, and Facilities is requesting to purchase eighteen one (1) 2025 Ford F-550 Regular Cab 4x4 205" WB Chasis Truck from Apple Ford of Columbia, Maryland, in the amount of \$89,175.30, and to utilize another jurisdiction's contract (#0004504) that was awarded by Baltimore County to Apple Ford.

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Public Works – Buildings, Grounds, and Facilities is hereby authorized to purchase one (1) 2025 Ford F-550 Regular Cab 4x4 205" WB Chasis Truck from Apple Ford of Columbia, Maryland, in the amount of \$89,175.30, and to utilize another jurisdiction's contract (#0004504) that was awarded by Baltimore County to Apple Ford.

Adopted and effective this ____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

12-18-24

Washington County MD

Quote for 2025 Ford F-550 Regular Cab 4x4 box truck riding the Baltimore County Contract #0004504.

Vehicle	2025 Ford F-550 Regular Cab 4x4 205" WB Chassis	\$72,765.30
EQ	660A-XL TRIM Power Locks, Doors, Windows, Mirrors, Bluetooth	
99T	6.7L V8 Diesel Engine	
44G	10 Speed Auto Trans	
41H	Engine Block Heater	
X8L	4.88 Limited Slip	
18B	Platform Running Boards	
43C	120V/400W Outlet	
512	Spare Tire/Wheel/Jack	
52B	Trailer Brake Controller	
67B	410 AMP Alt	
67P	Extra Heavy Duty Front Suspension	
86M	Dual Batteries	
872	Rear View Camera Prep Kit	
153	Front Tag Bracket	
DBQ	Dejana Body Quote	\$19,860.00
BCCD	Baltimore County Contract Discount	(\$1,950.00)
GPC	Ford Price Concession	(\$1,500.00)
Color	Oxford White	
Interior	40/20/40 Vinal Seats	
Delivery Days	180 Days ARO	
	Net Price Per Unit:	\$89,175.30

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: jskipper@appleford.com.

Thank you,
Justin Skipper



Open Session Item

SUBJECT: 2025 Senator Amoss Funding Distribution

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Division of Emergency Services, Director R. David Hays

RECOMMENDATION: Move to accept the recommendations of the Director of Emergency Services, authorizing the Division of Emergency Services to make notification of the grant award from the FY 2025 Senator William H. Amoss Fire, Rescue, and Ambulance Fund subsidy as outlined in the attached document. The total fiscal year 2025 funding received by the County is \$337,358.00.

REPORT-IN-BRIEF: The State of Maryland distributes an annual payment to each County for support of local fire and rescue operations. The County in turn makes notification of the funding to the eligible vol. fire and rescue corporations. Financial accountability and reporting are handled within the Division of Emergency Services and the Division of Budget and Finance, with the County filing a financial report with the State on an annual basis.

DISCUSSION: The Senator William H. Amoss Fire, Rescue and Ambulance Fund is authorized within the Public Safety Article of the Annotated Code of Maryland. The Maryland Emergency Management Agency is responsible for the program.

FISCAL IMPACT: Loss of funding would result in the reduction of capital equipment funding and expenditures that are available to the independent fire and EMS companies.

CONCURRENCES: Director of Emergency Services, Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: Fiscal Year 2025 Distribution Matrix

**Washington County, Maryland
Allocation of 508 State Grant Funds**

Fiscal Year 2025

Fire Companies	Vendor	Total Distributions	Amount
Hagerstown Fire Department	1468	6	77,858.00
First Hose Company of Boonsboro	920	1	12,975.00
Clear Spring Volunteer Fire Company	396	1	12,975.00
Williamsport Volunteer Fire and EMS	2651	1	12,975.00
Community Volunteer Fire Company	699	1	12,975.00
Funkstown Volunteer Fire Company	1377	1	12,975.00
Volunteer Fire Company of Halfway	1498	1	12,975.00
Leitersburg Volunteer Fire Company	1688	1	12,975.00
Maugansville Goodwill Volunteer Fire Company	1813	1	12,975.00
Smithsburg Community Volunteer Fire Company	2310	1	12,975.00
Sharpsburg Volunteer Fire Company	2224	1	12,975.00
Potomac Valley Volunteer Fire Company	2068	1	12,975.00
Hancock Volunteer Fire Company	1510	1	12,975.00
Longmeadow Volunteer Fire Company	1698	1	12,975.00
Mt. Aetna Volunteer Fire Company	1908	1	12,975.00
Total Distribution - Fire		20	259,508.00
EMS Companies	Vendor	Total Distributions	Amount
Sharpsburg Area Emergency Medical Service	6013	1	12,975.00
Hancock Rescue Squad	1502	1	12,975.00
Boonsboro Area Emergency Medical Service	281	1	12,975.00
Clear Spring Volunteer Ambulance Club	393	1	12,975.00
Smithsburg Area Emergency Medical Service	2309	1	12,975.00
Community Rescue Service, Inc.	1035	1	12,975.00
Total Distribution - EMS		6	77,850.00
Grand Total		26	337,358.00



Maryland
DEPARTMENT OF
EMERGENCY MANAGEMENT

Ms Kimberly Edlund
Washington County
Department of Finance
100 West Washington St.,
Hagerstown, MD 21740
Re: FY 2025 Senator William H. Amoss Award

Dear Ms. Edlund,

Your jurisdiction is approved as a recipient of the above award for State Fiscal Year 2025. The annual distribution will be made on or about mid-November. Your FY 2025 allocation is itemized as follows:

Municipal Share	\$1,936
County Share	\$335,422
Total	\$337,358
Minimum FY25 Distribution to VFRACS	\$335,422

Please mail all reports and attestation forms to the following address on or before December 31, 2024:

Maryland Department of Emergency Management,
Office of Finance
7229 Parkway Drive, Suite 200
Hanover, MD 21076
Attention: E. Scott Gordon, Fiscal Services Chief

Should you have any questions, please contact me. My email address is scott.gordon1@maryland.gov. My telephone number is 443-381-3877.

Sincerely,

Scott Gordon

E. Scott Gordon,
Fiscal Services Chief



Open Session Item

SUBJECT: Third Amendment to Lease

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Mark Bradshaw P. E., Division Director of Environmental Management,
Rosalinda Pascual, Deputy County Attorney

RECOMMENDATION: Approve the Third Amendment to Lease.

REPORT-IN-BRIEF: Valicor wishes to amend the existing lease agreement and seek approval to perform improvements on a portion of the leased premises.

DISCUSSION: Valicor currently leases the Conococheague Industrial Pretreatment Facility (“CIPF”) and through a non-exclusive easement, the associated rail siding from the County. Due to regulatory requirements, Valicor will have to make substantial capital improvements to the rail siding to continue utilizing it as part of their operation. They seek approval to perform such improvements as required by the lease. Their goal, as a result of funding these necessary improvements, is to have a greater interest in the rail siding area that they are investing in.

Per the lease, Valicor can purchase the CIPF property after the twenty-first (21st) anniversary of the Commencement Date and before the twenty-second (22nd) anniversary of the Commencement date. Before Valicor commits to making the capital improvement at the rail siding, they wish to clarify that the rail siding property will be included as a permanent exclusive easement if they exercise the option to purchase the CIPF property. The Third Amendment to Lease clarify that the rail siding will be included if Valicor exercise the option to purchase the property, with the only substantial exception to permanent exclusive nature of the rail siding area easement being if the CIPF property ceases to operate as a pretreatment facility.

FISCAL IMPACT: NA

CONCURRENCES: County Attorney’s office

ALTERNATIVES: NA

ATTACHMENTS: Third Amendment to Lease (Final Draft)

AUDIO/VISUAL NEEDS: NA

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this “**Third Amendment**”), dated this ___ day of September, 2024 (the “**Effective Date**”), is executed by and among **THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND** (“**Landlord**”), a body corporate and politic and a subdivision of the State of Maryland, and Valicor Environmental Services, LLC, an Ohio limited liability company (“**Tenant**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease (as defined below).

RECITALS

A. Tenant is currently the lessee of the Premises and Personalty commonly known collectively as the Conococheague Industrial Pretreatment Facility which is located at 16234 Elliott Parkway, Williamsport, Washington County, Maryland, pursuant to the terms of that certain Lease entered into as of January 1, 2006 (the “**Original Lease**”) between Landlord and Spirit Services, Incorporated of Washington County, a Maryland corporation (“**Spirit**”), as amended by First Amendment to Lease dated October 1, 2014, Second Amendment to Lease dated November 14, 2018, and as assigned from Spirit to Tenant pursuant to an Assignment and Assumption of Lease entered into as of November 16, 2018 (collectively, the “**Lease**”). It is noted that the location of the Pretreatment Facility is mistakenly listed in the Lease as 16232 Elliot Parkway, but correctly addressed in Plat No. 8606 maintained by the Clerk of the Circuit Court for Washington County, Maryland.

B. Due to a change in applicable laws, in order to continue environmentally compliant operations on the Premises and satisfy certain special conditions imposed by the Maryland Department of the Environment, Tenant desires to construct certain improvements to the Demised Property within the area generally depicted as the “**Rail Siding Area**” on the plat attached hereto as Exhibit B-1 (the “**Rail Siding Area**”), including, but not limited to, construction of a roof, addition of spill containment measures, and installation of track pans (collectively, the “**Improvements**”).

C. Pursuant to Section 16.1 of the Lease, Landlord granted to Tenant the option to purchase the Demised Property at any time after the twenty-first (21st) anniversary of the Commencement Date and before the twenty-second anniversary of the Commencement Date.

D. The parties desire to amend the Lease to (i) confirm that the Rail Siding Area is a part of the Demised Property, and (ii) modify the Purchase Option to state that Tenant’s purchase of the Demised Property will include an appurtenant, perpetual, exclusive easement to access and utilize the Rail Siding Area upon the terms and conditions of that certain Easement Agreement described in this Third Amendment and to be granted by Landlord to Tenant upon Tenant’s exercise of the Purchase Option in accordance with the Lease.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals hereinabove set forth are true and correct in all respects and that the same are incorporated herein and made a part hereof.

2. Demised Property. Landlord and Tenant hereby agree and confirm that the Demised Property as described in the Lease, includes the non-exclusive right of Tenant to access the entirety of the Rail Siding Area.

(a) The definition of “Premises” set forth in Section 1 of the Original Lease is hereby amended and restated as follows:

“‘Premises’ means all of that real property located at the Conococheague Industrial Wastewater Pretreatment Facility, Washington County, Maryland and more particularly identified as Lot 1 Conococheague Industrial Wastewater Pretreatment Facility on that certain plat entitled *Preliminary/Final Plat of Subdivision, Conococheague Industrial Wastewater Pretreatment Facility* and recorded among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland, at plat folio 8606 et seq., attached hereto as Exhibit B and made a part hereof (the “Plat”), together with: (a) a non-exclusive easement over and across that road adjacent to and south of the described real property and depicted and labeled on the Plat as “Perpetual Access Easement” for the purpose of access, ingress, and egress to and from the described real property and the public road known as Elliott Parkway; (b) a non-exclusive easement for the use of the Perpetual Rail Siding Pipeline Easement depicted on Sheet 3 of the Plat including (i) the non-exclusive right to the use of the rail siding as depicted on the Plat, including the entirety of the Rail Siding Area; (ii) the exclusive right to the use of the three (3) four-inch (4”) rail siding pipelines located within the Perpetual Rail Siding Pipeline Easement; and (iii) the exclusive right to the use of the Valve House as depicted on the Plat; and (c) all of the other easements and rights-of-way depicted on the Plat.”

(b) Exhibit A to the Original Lease is hereby replaced with Exhibit A-1 attached to this Third Amendment.

(c) New definitions are hereby inserted into Section 1 of the Original Lease as follows:

“‘Perpetual Rail Siding Pipeline Easement’ means the ‘Perpetual Easement within the County Right-of-Way for Effluent Line from the Railroad Siding’ depicted on Sheet 3 of the Plat.”

“‘Rail Siding Area’ means the area generally depicted as the ‘Rail Siding Area’ on Exhibit B-1 attached hereto.”

(d) A new Exhibit B-1 is hereby attached to the Original Lease as shown on Exhibit B-1 to this Third Amendment.

3. Option Premises. Landlord and Tenant agree that the Original Lease is hereby amended to confirm that upon Tenant exercising its Purchase Option pursuant to Section 16 of the Lease, Landlord will execute, deliver and grant to Tenant an appurtenant, perpetual, and exclusive easement to the Rail Siding Area substantially in the form attached hereto as Exhibit D (the “Easement Agreement”).

(a) A new definition is added to Section 1 of the Original Lease as follows:

“Option Premises’ means all of that real property located at the Conococheague Industrial Wastewater Pretreatment Facility, Washington County, Maryland and more particularly identified as Lot 1 Conococheague Industrial Wastewater Pretreatment Facility on the Plat, together with: (a) a non-exclusive easement over and across that road adjacent to and south of the described real property and depicted and labeled on the Plat as “Perpetual Access Easement” for the purpose of access, ingress, and egress to and from the described real property and the public road known as Elliott Parkway; (b) a non-exclusive easement for the use of the Perpetual Rail Siding Pipeline Easement depicted on Sheet 3 of the Plat including (i) the non-exclusive right to the use of the rail siding as depicted on the Plat; (ii) the exclusive right to the use of the three (3) four-inch (4”) rail siding pipelines located within the Perpetual Rail Siding Pipeline Easement; and (iii) the exclusive right to the use of the Valve House as depicted on the Plat; (c) an exclusive easement for access to and use of the Rail Siding Area as set forth in the Easement Agreement; and (d) all of the other easements and rights-of-way depicted on the Plat.”

(b) All references to “Premises” in Section 16 of the Original Lease are hereby replaced with “Option Premises” and all references to “Demised Property” in Section 16 of the Original Lease shall mean and include the Option Premises and Personalty.

(c) Form of Deed.

(i) Section 16.5 of the Original Lease is hereby amended and restated as follows:

“16.5. **Closing**. At closing, Landlord will convey the Option Premises to Tenant by special warranty deed substantially in the form attached hereto as Exhibit 16.5.1, subject only to the Permitted Exceptions. Tenant will pay the cost of the survey and title insurance policy; any recordation tax, transfer tax, recording fees, or other governmental or official charges shall be shared equally by the parties. At closing, Landlord will deliver the special warranty deed for the Option Premises, Easement Agreement, and a Bill of Sale for the Personalty in substantially the same form as attached as Exhibit 16.5.2, Tenant will pay the purchase price to Landlord, and Tenant will assume all obligations for real estate taxes and assessments applicable to the Option Premises without adjustment or proration. Upon closing, Tenant’s obligation to pay rent shall terminate, and this Lease shall be of no further force or effect.”

(d) Exhibit 16.5.1 to the Original Lease is hereby replaced with Exhibit C attached to this Third Amendment.

(e) New Sections 16.7 and 16.8 are added to the Original Lease as follows:

“16.7. **Diligence.** Tenant may obtain, at Tenant’s sole cost and expense, at any time during the Term, any reviews, investigations, evaluations, examinations and inspections of or with respect to the Option Premises, including, but not limited to, a survey and title examination (the “**Diligence Activities**”). Landlord agrees to cooperate in good faith with Tenant’s performance of any Diligence Activities.

16.8. **Further Assurances.** Upon Tenant’s exercise of the Purchase Option by written notice in accordance with Section 16.1, Landlord agrees to take all actions and execute and deliver all documents reasonably necessary to effect and complete transfer of marketable fee simple title to the Option Premises at closing, including, but not limited to, any such documents (i) reasonably necessary to make Tenant a party to any easements or rights-of-way depicted on the Plat, including, but not limited to, the Perpetual Rail Siding Pipeline Easement; (ii) reasonably necessary to grant to Tenant appurtenant, perpetual, exclusive easement rights to the Rail Siding Area, including, but not limited to, executing and delivering the Easement Agreement substantially in the form attached hereto as Exhibit C; (iii) that are customarily provided by sellers of real property in the county and state in which the Option Premises is located; and (iv) that are commercially reasonable and required by any title company issuing a policy to Tenant or its lender in conjunction with the purchase of the Option Premises to insure the fee simple and easement interests to be conveyed by Landlord pursuant to the Purchase Option.”

(f) A new Exhibit C is hereby attached to the Original Lease as shown on Exhibit D to this Third Amendment.

4. Consent to Improvements. Landlord hereby consents to and approves of Tenant’s performance and construction of the Improvements subject to the terms of Section 7.2 and Section 7.3 of the Lease.

5. Continuing Agreements; Novation. Except as expressly modified hereby, the parties hereto ratify and confirm each and every provision of the Lease as if the same were set forth herein. In the event that any of the terms and conditions in the Lease conflict in any way with the terms and provisions hereof, the terms and provisions hereof shall prevail. The parties hereto covenant and agree that the execution of this Third Amendment is not intended to and shall not cause or result in a novation with regard to the Lease.

6. Captions. The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Third Amendment.

7. Governing Law. The provisions of this Third Amendment shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland as the same may be in effect from time to time.

8. Successors and Assigns. This Third Amendment shall be binding upon and shall insure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns.

9. Counterparts. This Third Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment under seal as of the Effective Date.

ATTEST:

LANDLORD:

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

BY: _____ (SEAL)
Name: _____
Title: _____

ATTEST:

TENANT:

**VALICOR ENVIRONMENTAL SERVICES,
LLC**

BY: _____ (SEAL)
Name: _____
Title: _____

Approved as to legal sufficiency:

Name:
Title: Deputy County Attorney

Exhibit A-1

Demised Property

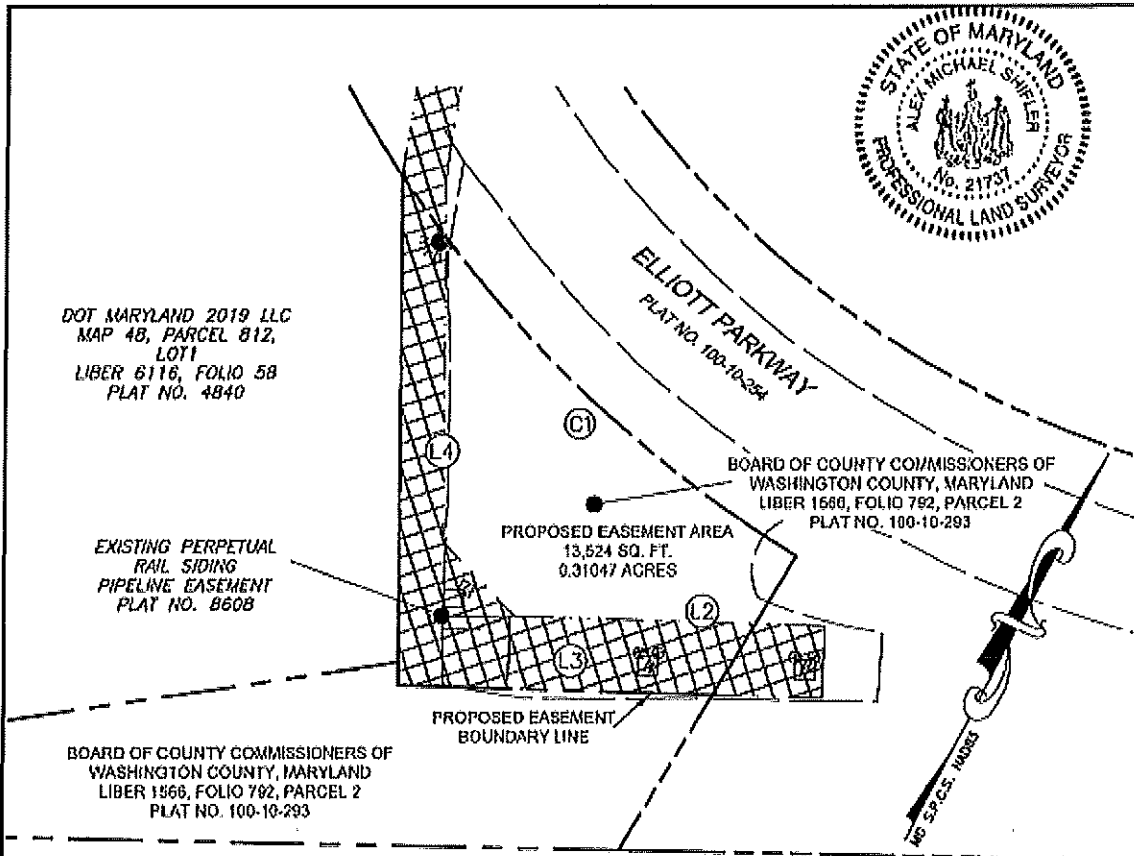
All of that real property located at the Conococheague Industrial Wastewater Pretreatment Facility, Washington County, Maryland and more particularly identified as Lot 1 Conococheague Industrial Wastewater Pretreatment Facility on the Plat (as defined in the Lease), together with: (a) a non-exclusive easement over and across that road adjacent to and south of the described real property and depicted and labeled on the Plat as "Perpetual Access Easement" for the purpose of access, ingress, and egress to and from the described real property and the public road known as Elliott Parkway; (b) a non-exclusive easement for the use of the Perpetual Rail Siding Pipeline Easement (as defined in the Lease) including (i) the non-exclusive right to the use of the rail siding as depicted on the Plat, including the entirety of the Rail Siding Area (as defined in the Lease); (ii) the exclusive right to the use of the three (3) four-inch (4") rail siding pipelines located within the Perpetual Rail Siding Pipeline Easement; and (iii) the exclusive right to the use of the Valve House as depicted on the Plat; and (c) all of the other easements and rights-of-way depicted on the Plat.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or appertaining.

AND WITH the Personalty identified on Exhibit 16.5.2.

Exhibit B-1

Rail Siding Area



SURVEYOR'S CERTIFICATION

I, HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ACCEPTABLE LAND SURVEYING PRACTICES AND THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEY WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.05.12 IN EFFECT AT THE TIME THAT THIS SURVEY WAS PERFORMED.

Alex Michael Shifeer 9/23/24
ALEX MICHAEL SHIFEEER, PROFESSIONAL LAND SURVEYOR (DATE)
MD REG. NO. 21737 (EXPIRATION/RENEWAL DATE: DEC. 23, 2025)
FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING

EASEMENT AREA				
LINE/CURVE	RADIUS	ARC	BEARING/CHORD	LENGTH
C1	440.36'	440.36'	N 71°29'38.07" W	227.43'
L2			N 03°42'40.08" E	86.03'
L3			N 64°27'51.42" E	109.44'
L4			N 27°21'29.58" W	178.20'


 <p>Washington County, Maryland Division of Engineering</p> <p>Washington County Administrative Annex Building 747 Northern Avenue, Hagerstown, MD 21742 Phone: 240-313-2400 Fax: 240-313-2401</p> <p>Job Description</p>	PROPOSED EASEMENT AREA EXHIBIT		
	Drawn By: A.M.S.	Checked: C.S.B.	Scale: 1"=50'
	Tax Map/Parcel: N/A	Date: JULY 2024	
	Deed Liber/Folio: 1566/ 792	Project #: 24-0013	

Exhibit C

Updated Exhibit 16.5.1

See attached.

EXHIBIT 16.5.1

Form Deed

ELECTION DISTRICT NO. _____

THIS DEED is made this _____ day of _____ by the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter sometimes referred as "Grantor") and **VALICOR ENVIRONMENTAL SERVICES, LLC**, an Ohio limited liability company (hereinafter sometimes referred to as "Grantee").

Chapter 86 of the Acts of the General Assembly of 1995 amended The Code of Public Local Laws of Washington County (the "Public Local Laws") in Titles 1 and 6, authorized Washington County to abolish the Washington County Sanitary District (the "District") and the Washington County Sanitary Commission (the "Commission") by resolution, created a Division of Public Works in the Washington County governmental scheme, and further authorized Washington County to assume all of the powers, authority, responsibilities, and liabilities of the former District and Commission; and

In accordance with Titles 1 and 6 of the Public Local Laws, Washington County passed a resolution on May 23, 1995, effective October 1, 1995, abolishing the Commission and transferred as of the effective date the functions of the Commission to the Division of Public Works within the Washington County governmental scheme; and

By amended resolution dated June 20, 1995, effective July 1, 1995, the Board of County Commissioners of Washington County amended its previous resolution abolishing the Commission and the District and provided that Washington County assumed all of the powers, authority, responsibilities and liability of the Commission and District, effective July 1, 1995; and

Washington County, by said amended resolution, automatically succeeded to and exercised all powers previously exercised by the Commission and District. Both the original resolution and the amended resolution were recorded among the Acts,

Ordinances and Resolutions of Washington County in the records of the Clerk of the Circuit Court for Washington County, Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$ 10.00), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto Grantee, its successors and assigns, in fee simple, all of that real property located at the Conococheague Industrial Wastewater Pretreatment Facility, Washington County, Maryland and more particularly identified as Lot 1 Conococheague Industrial Wastewater Pretreatment Facility on a plat entitled *Preliminary/Final Plat of Subdivision, Conococheague Industrial Wastewater Pretreatment Facility* and recorded among the Plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland, at Plat folio 8606 *et seq.* (the “**Plat**”), together with: (a) a non-exclusive easement over and across that road adjacent to and south of the described real property and depicted and labeled on the Plat as “Perpetual Access Easement” for the purpose of access, ingress, and egress to and from the described real property and the public road known as Elliott Parkway; (b) a non-exclusive easement for the use of the Perpetual Easement within the County Right-of-Way for Effluent Line from the Railroad Siding depicted on Sheet 3 of the Plat (the “**Perpetual Rail Siding Pipeline Easement**”), including (i) the non-exclusive right to the use of the rail siding as depicted on the Plat; (ii) the exclusive right to the use of the three (3) four-inch (4”) rail siding pipelines located within the Perpetual Rail Siding Pipeline Easement; and (iii) the exclusive right to the use of the Valve House as depicted on the Plat; (c) an exclusive easement for access to and use of the “Easement Area” described in that certain Easement Agreement dated _____, 2027 and recorded at Liber _____, folio _____, among the Land Records of Washington County, Maryland; and (d) all of the other easements and rights-of-way depicted on the Plat.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or appertaining.

TO HAVE AND TO HOLD unto the Board of County Commissioners of Washington County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, in fee simple, forever.

Being part of that real property conveyed unto the Washington County Sanitary District by deed dated November 3, 1988, and recorded among the Land Records of Washington County, Maryland at Liber 895, folio 253.

And Grantor does hereby covenant that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and delivered by its duly authorized officer and its seal to be affixed hereto and duly attested by its Secretary.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

BY: -----(SEAL)

Printed Name and Title

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the President of the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND (the "Grantor") and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signed the name of the Grantor by himself/herself as such officer and certifying that this conveyance is not a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation, and he/she made further oath that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

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

Approved as to form
and legal sufficiency:

County Attorney

Accepted and approved for recording
This _____ day of _____,
_____.

_____, Clerk
Board of County Commissioners
of Washington County, Maryland

Accepted and approved for recording
This _____ day of _____,
_____.

_____, Real Property Administrator

Mail to:
_____, Real Property Administrator
Division of Public Works
100 W. Washington Street
Room 238
Hagerstown, MD 21740

Exhibit D

Form of Easement Agreement

See attached.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”), dated as of the ____ day of _____, 2027 (the “**Effective Date**”), is entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND (“**Grantor**”) and **Valicor Environmental Services, LLC**, an Ohio limited liability company (“**Grantee**”). Grantor and Grantee are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located in Williamsport, Washington County, Maryland, as more particularly described on Exhibit A attached hereto (“**Easement Area**”);

WHEREAS, Grantee is the owner and operator of the Conococheague Industrial Pretreatment Facility, which is located at 16234 Elliott Parkway, Williamsport, Washington County, Maryland, as more particularly described on Exhibit B attached hereto (the “**CIPF Facility**”);

WHEREAS, Grantee purchased fee simple title to the CIPF Facility from Grantor pursuant to that certain Deed dated _____, 2027 and recorded at Liber ____, folio ____, among the Land Records of Washington County, Maryland;

WHEREAS, as part of Grantee’s wastewater treatment operations at the CIPF facility, Grantee requires access to the Easement Area in order to access and utilize the rail siding adjacent to the Easement Area and in connection with such operations, Grantee has or will construct certain Facilities (as defined below) on the Easement Area;

WHEREAS, Grantor is willing to grant to Grantee certain easements over the Easement Area on the terms and conditions as more particularly described in this Agreement;

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant. Upon the terms and conditions set forth herein, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, the easement rights set forth below in this Section 1, together with right of access, ingress and egress, in, under, upon, about, over, and through the entirety of the Easement Area, for the benefit of Grantee and its successors and assigns (such rights, collectively, as the same may be subsequently amended, restated or otherwise modified pursuant to their terms, the “**Easements**”):

(a) Facility Easement. An exclusive perpetual easement over and across the entirety of the Easement Area for the purpose of (i) constructing (to the extent not already constructed), reconstructing, erecting, installing, improving, rebuilding, upgrading, enlarging, replacing, relocating, and removing from time to time, and maintaining, repairing, using, inspecting, and operating any assets, improvements, and facilities located on the Easement Area,

including, without limitation, a valve house, spill containment measures, track pans, and one or more above-ground and/or underground pipelines, including, without limitation, anchors and related infrastructure, together with fiber optic or telephone lines, electric transmission lines, and related infrastructure (collectively, the “**Facilities**”); (ii) exercising the rights granted in this Agreement; and (iii) keeping the Easement Area clear of all brush, trees, timber, structures, and other hazards which might endanger the Facilities or impede Grantee’s activities (the “**Facility Easement**”), to have and to hold the Facility Easement to Grantee, and Grantee’s successors and assigns.

(b) Changes to Facilities. Grantee may, from time to time, change the size and location of the Facilities within the Easement Area, and may excavate or change the grade of the Easement Area as is reasonable, necessary, and proper for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

2. General Provisions. Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with Grantee that (a) no act will be permitted within the Easement Area which is inconsistent with the Easements hereby granted; (b) no buildings or structures, or replacement thereof or additions thereto, or other obstructions will be erected or constructed above or below grade within the Easement Area, (c) the Easements shall not be modified nor the Easement Area relocated by Grantor without Grantee’s prior written consent; and (d) Grantee shall have the right to temporarily install, maintain and use machinery on lands of Grantor adjacent to the Easement Area when required by law or government regulations to conduct scientific or other studies, including but not limited to environmental and archaeological studies, in each case on or below the surface of the Easement Area.

3. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Facilities to be placed within the Easement Area; (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the Facilities or restoring the Easement Area after such installation; (c) interfere with, and shall not allow any other party to interfere with, Grantee’s use of the Easement Area for the purposes described in this Agreement, or Grantee’s rights under this Agreement; or (d) grant any other easement, leasehold, or other property rights within the Easement Area to any other individual or entity.

4. Cooperation. Grantor shall assist and fully cooperate with Grantee (including signing in Grantor’s name, if necessary), at no expense to Grantor, in applying for, complying with, or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals, or consents required or desired by Grantee for the

financing, construction, installation, replacement, relocation, maintenance, repair, operation, or removal of the Facilities and any other improvements made by Grantee and permitted in this Agreement. Grantor shall take no actions that would cause the Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals, or consents of any governmental authority having jurisdiction over the Easement Area.

5. Transferability. The Parties to this Agreement hereby acknowledge and agree that except as specifically stated herein, the Easements and other rights conferred by this Agreement are hereby declared to be perpetual and are intended to, and do, constitute covenants that run with the land, appurtenant to the CIPF Facility and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. Grantee, together with its successors and assigns, are hereby expressly given and granted the right to transfer or assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. Any successor or assignee of Grantee shall assume all of Grantee's obligations herein and Grantee will be deemed released from any liability under this Agreement upon such assumption. Further, upon commercially reasonable notice to Grantor, Grantee shall have the right, but without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easement Area, or the Facilities (holders of these various security interests are referred to as "**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Easement Area. No liability for the performance of Grantee's obligations under this Agreement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Agreement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Agreement.

6. Damages to the Easement Area. The consideration paid by Grantee to Grantor contemporaneously with the execution and delivery of this Agreement shall cover the rights and privileges conveyed to Grantee herein and shall be deemed full payment for any and all usual and customary damages incident to the initial laying and construction of the Facilities other than damages to the personal property of Grantor.

7. Default and Remedies. In the event of a default under this Agreement by either Party, the non-defaulting Party may send written notice of such default to the defaulting Party, and unless such default is cured within forty-five (45) days of the date of such written notice, the non-defaulting Party shall be entitled to seek all remedies (other than termination of this Agreement) available at law or in equity for the defaulting Party's failure to comply with the provisions of this Agreement, including, without limitation, injunctive relief. In addition, if such default is not cured within such 45-day period, then, the non-defaulting Party shall have the right to cure such default, in which case all costs reasonably incurred by the non-defaulting Party in effecting such cure shall

be paid by the defaulting Party within thirty (30) days after demand therefor. If a cure is not reasonably possible within such 45-day period, the defaulting Party shall not be in default if it undertakes to commence a cure within such 45-day period and thereafter prosecutes the cure to completion with reasonable diligence. Subject to the limitations set forth in the last sentence of this Section 7, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Facilities). Notwithstanding the foregoing or anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any default of this Agreement terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder, except if the CIPF Facility ceases to operate as a pretreatment facility.

For the purposes of this agreement, the CIPF Facility ceases to operate as a pretreatment facility if the Grantee no longer holds any discharge permits granted by the Publicly Owned Treatment Works (POTW) for that location and is unable to cure this default within one hundred eighty (180) days of notice of said default. If Grantee is unable to cure said default, Grantor may terminate this agreement by written notice to Grantee.

8. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its affiliates and each of their respective managers, directors, officers, employees, successors, assigns, representatives, Mortgagees, and agents (together with the Grantor, collectively, the “**Indemnity Group**”) from and against all third party claims, damages or losses (collectively, “**Losses**”) suffered or incurred by any member of the Indemnity Group by reason of, resulting from, whether directly, or indirectly, or arising out of (a) the breach of this Agreement by Grantee, (b) the use of or access to the Easement Area by the Grantee or its employees, contractors, subcontractors, consultants or agents, or (c) the gross negligence or willful misconduct of the Grantee or its employees, contractors, subcontractors, consultants or agents, in each case except to the extent such Losses are the result of the gross negligence or willful misconduct of any member of the Indemnity Group.

9. Attorneys’ Fees. In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, the non-prevailing Party in any such dispute shall pay the prevailing Party’s reasonable attorneys’ fees and costs incurred. In the event that neither Party wholly prevails, the court or arbitrator may apportion the costs or fees as it deems appropriate.

10. Subordination and/or Consent. Grantor shall obtain a consent, subordination and/or non-disturbance agreement, in a form reasonably acceptable to Grantee, from any and all lienholders holding a lien against the Easement Area prior to the date of recording of this Agreement.

13. Title. Grantor hereby represents, warrants and covenants that Grantor is the sole owner of the Easement Area, has good and indefeasible title to the Easement Area, and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Except as may be disclosed in the real property records of the county in which the Easement Area is located, or as disclosed by Grantor to Grantee in writing on or prior to the date hereof, Grantor warrants and represents to Grantee that there are no recorded or unrecorded liens, encumbrances, leases, mortgages, deeds of trust, or other exceptions against the Easement Area that could interfere with Grantee's operations on the Easement Area, including mechanic's or materialmen's liens. If any of the foregoing arise that are not caused by Grantee, including mechanic's liens that may, in Grantee's reasonable determination, interfere with the development and operation of the Facilities, then Grantor shall fully cooperate and assist Grantee, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Grantor agrees to bond over any such liens in an amount that may be reasonably requested by Grantee.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and no covenants or agreements not herein expressed shall be valid unless they are in writing and signed by Grantor and Grantee.

15. Amendments. This Agreement may not be modified, amended, or terminated except in a writing signed by each Party hereto, duly acknowledged, and in form sufficient for recording in the real property records.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EASEMENT AREA IS LOCATED. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURT LOCATED IN THE COUNTY WHERE THE EASEMENT AREA IS LOCATED, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 11 OF THIS AGREEMENT.

17. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Recording. Grantee may, at its own expense, file this Agreement in the real property records of county where the Easement Area is located, and Grantor agrees to execute, acknowledge and deliver to the Grantee a short form memorandum of this Agreement for recording purposes upon request of Grantee.

19. Further Cooperation. Each Party to this Agreement agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement.

[Signature Page Follows; The Rest of This Page is Left Intentionally Blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the Effective Date.

GRANTOR:
THE BOARD OF COUNTY
COMMISSIONERS OF WASHINGTON
COUNTY, MARYLAND

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2027, by _____, as _____ of the Board of County Commissioners of Washington County, Maryland, on behalf of the Board of County Commissioners of Washington County, Maryland.

Notary Public

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed as of the Effective Date.

GRANTEE

VALICOR ENVIRONMENTAL SERVICES,
LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2027, by _____, as _____ of Valicor Environmental Services, LLC, an Ohio limited liability company, on behalf of the such limited liability company.

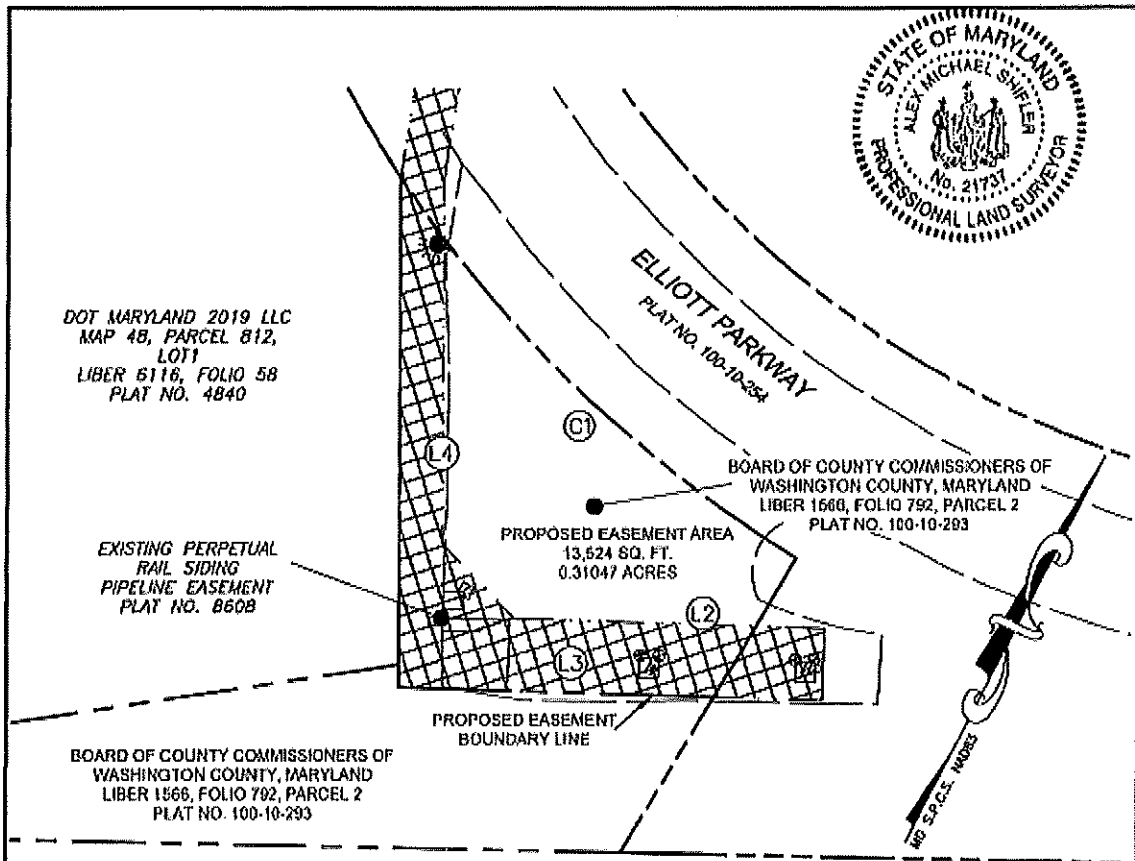
Notary Public

This instrument prepared by:

() -

EXHIBIT A TO EASEMENT AGREEMENT

DESCRIPTION OF THE EASEMENT AREA¹




SURVEYOR'S CERTIFICATION

I, HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ACCEPTABLE LAND SURVEYING PRACTICES AND THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEY WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THAT THIS SURVEY WAS PERFORMED.

Alex Michael Shifer 9/23/24
 ALEX MICHAEL SHIFER, PROFESSIONAL LAND SURVEYOR (DATE)
 MD REG. NO. 21737 (EXPIRATION/RENEWAL DATE: DEC. 23, 2025)
 FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING

EASEMENT AREA				
LINE/CURVE	RADIUS	ARC	BEARING/CHORD	LENGTH
C1	440.36'	440.36'	N 71°29'38.07" W	227.43'
L2			N 03°42'48.08" E	88.05'
L3			N 84°27'51.42" E	109.44'
L4			N 27°21'29.58" W	178.20'

 <p align="center">Washington County, Maryland Division of Engineering</p> <p>Washington County Administrative Annex Building 747 Northern Avenue, Hagerstown, MD 21742 Phone: 240-313-2400 Fax: 240-313-2401</p> <p align="center">Job Description</p>	<p>PROPOSED EASEMENT AREA EXHIBIT</p>		
	Drawn By: A.M.S.	Checked: C.S.B.	Scale: 1"=50'
	Tax Map/Parcel: N/A		Date: JULY 2024
	Deed Liber/Folio: 1566/ 792		Project #: 24-0013

¹ Note to Draft. A legal description and plat of survey of the Easement Area as generally shown herein to be prepared and attached to Exhibit A once obtained.

EXHIBIT B TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF CIPF FACILITY

All of that real property located at the Conococheague Industrial Wastewater Pretreatment Facility, Washington County, Maryland and more particularly identified as Lot 1 Conococheague Industrial Wastewater Pretreatment Facility on that certain plat entitled *Preliminary/Final Plat of Subdivision, Conococheague Industrial Wastewater Pretreatment Facility* and recorded among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland, at plat folio 8606 et seq.



Agenda Report Form

Open Session Item

SUBJECT: Police Accountability Trial Board OAH Standing Agreement

PRESENTATION DATE: January 14, 2025

PRESENTATION BY: Rosalinda Pascual, Deputy County Attorney

RECOMMENDED MOTION: Move to approve and execute Police Accountability Trial Board Agreement between Judge Victor K. Butanis and the Board of County Commissioners (the "Agreement").

REPORT-IN-BRIEF: Public Safety Article of the Maryland Code, which created the Police Accountability Board, mandates that each law enforcement agency establish a Trial Board. Trial Board shall be chaired by either a retired judge or an Administrative Law Judge ("ALJ"). Judge Butanis is a retired District Court Judge who can chair a Sheriff's Office Trial Board, on an as needed basis upon execution of this agreement.

DISCUSSION: Section 3-106(b)(1)(i) of the Public Safety Article of the Maryland Code requires that a trial board shall be composed of "an actively serving or retired administrative law judge or a retired judge of the District Court or a circuit court, appointed by the chief executive officer of the county." The duties of the judge serving on the trial board are listed in subsection (c). The judge shall 1) be the chair of the trial board; 2) be responsible for ruling on all motions before the trial board; and 3) prepare the written decision of the trial board, including the findings, conclusions, and recommendations of the trial board. By entering this agreement, the County is able to request Judge Butanis' services to chair a trial board on an as needed basis. Per 1-106.5 of the Code of Public Local Laws (the "Code"), the Board may enter into this agreement for professional legal services and is not subject to the procurement process as set forth in 1-106 of the Code.

FISCAL IMPACT: Costs are incurred on an as-needed basis when trial board is convened and hearing held. There are two pending hearings scheduled to be conducted on the same day to minimize costs. Judge Butanis is compensated for the work performed at a rate of \$125/hour. Travel time is compensated at a flat fee of \$400 round trip for each visit. All reasonable travel expenses including food and lodging are reimbursable at their actual cost.

CONCURRENCES: N/A

ALTERNATIVES: Board of County Commissioners could appoint an ALJ utilizing the OAH agreement at \$200/hr for work performed OR could seek out and appoint a retired ALJ, retired District Court judge or retired judge of a circuit court to chair the trial board and contract with said judge, individually.

ATTACHMENTS: Agreement

AUDIO/VISUAL NEEDS: N/A

POLICE ACCOUNTABILITY TRIAL BOARD
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as the County," and VICTOR K. BUTANIS, hereinafter referred to as "Contractor."

WHEREAS, pursuant to the Police Accountability and Responsibility Act of 2021, the Law Enforcement Officer Bill of Rights was replaced with a new law enforcement officer disciplinary system codified at Md. Code Ann., Pub. Safety §§ 3-10l, et seq.; and

WHEREAS, an actively serving or retired administrative law judge or a retired Maryland District Court or Circuit Court judge is required to serve and preside over a trial board administrative hearing convened pursuant to Md. Code Ann., Pub. Safety § 3-106(b)(1){i}; and

WHEREAS, Contractor is a retired Judge of the District Court of Maryland, and has completed trial board training provided by the Maryland Police Training and Standards Commission; and

WHEREAS, the County desires to appoint Contractor to trial boards conducted by law enforcement agencies in Washington County, Maryland, under the terms of this Agreement; and

WHEREAS, Contractor agrees to serve on the trial boards pursuant to the terms of this Agreement, and the statutory requirements of the Police Accountability and Responsibility Act of 2021.

NOW THEREFORE, the parties hereto for and in consideration of the mutual promises and covenants contained herein and the foregoing recitals, agree as follows:

1. Notice. When the County desires to have Contractor participate in a trial board convened pursuant to Md. Code Ann., Pub. Safety § 3-106 et seq., the County shall request Contractor's participation in writing, via email to victorkbutanis@gmail.com. The County and Contractor shall endeavor to find a mutually agreeable date and time for the trial board. Contractor's availability and schedule shall be confirmed prior to the issuance of notice(s) of hearing(s) before a trial board by the applicable law enforcement agency ("LEA"). At a minimum, copies of all notices shall be sent by the applicable LEA to the police officer accused of misconduct, and members of a trial board. Notices shall, at a minimum, include the name, mailing address, and email address of the Law Enforcement Officer requesting a hearing, or an affirmative statement that such information is unavailable, and the notice of agency action, including the statement of charges and any applicable codes of conduct of the applicable LEA for which the hearing request has been filed.
2. Contractor Duties. Contractor shall perform and fulfill the duties required of the retired judge appointed to the trial board as more fully set forth in Subtitle 1, Police Accountability and Discipline, of Title 3, Law Enforcement of the Public Safety Article of the Maryland Annotated Code and any State regulations properly promulgated and adopted pursuant thereto, for trial board hearings, to include the

following: 1. Chair the trial board; 2. Be responsible for ruling on all motions before the trial board, including but not limited to signing any subpoenas issued by the trial board; and 3. Prepare the written decision of the trial board, including the findings, conclusions, and recommendations of the trial board.

3. Payment. Contractor shall be paid by the County at the rate of One Hundred Twenty- Five Dollars and Zero Cents (\$125.00) per hour for services rendered pursuant to Paragraph 2. In the event Contractor appears for an in-person hearing in Washington County, Maryland, Contractor shall be paid for no less than two (2) hours. Contractor shall also be paid Four Hundred Dollars (\$400.00) for each visit to Washington County to by Contractor to preside over a trial board hearing. Contractor shall be reimbursed for all road tolls incurred to and from Contractor's home or office to the location of the trial board hearing, as well as mileage reimbursement to and from same pursuant to the IRS Standard for Mileage Rates and U.S. General Services Administration Per Diem Rates. Contractor shall be responsible for any and all tax liability, state, federal and local, arising from such payment, as the County shall not withhold taxes from any amounts paid Contractor. County shall provide lodging accommodations for Contractor on the night prior to a scheduled hearing at the Springhill Suites, or other hotel approved by the Contractor.

4. Independent Contractor. It is expressly agreed and understood that Contactor is an independent contractor and not an employee of the County. Contractor is not entitled to and shall not accrue or receive any employment benefits whatsoever from County pursuant to this Agreement as Contractor is not an employee of the County. Contractor hereby acknowledges and understands that as an independent contractor, Contractor is not covered by Maryland State Unemployment laws and is not eligible for any benefits under Maryland Worker's Compensation laws.

5. Term. The term of this Agreement shall commence upon full execution by the parties, and continue until cancelled by either party with or without cause, by giving the other party thirty (30) calendar days' written notice. Any written notice required by this Agreement shall be deemed sufficiently given if hand delivered, sent via first class U.S. mail, certified mail or overnight courier service, or sent via electronic mail using the contact information listed in paragraph 7.

6. Hearing Location. Contractor agrees to attend trial board hearings in Washington County, Maryland. The precise location of the trial board hearing shall be provided to Contractor at least forty-eight (48) hours before the scheduled trial board.

7. Notices. Any notice required by this Agreement is to be sent to:

If to Contractor:
Victor K. Butanis
2820 Glen Keld Court
Baldwin, Maryland 21013
victorkbutanis@gmail.com

If to County:
Zachary J. Kieffer, County Attorney
Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, Maryland 21740
zkieffer@washco-md.net

Either party may change the address/contact information set forth above by providing written notice to the other Party pursuant to the foregoing notice requirement

8. Defense - Indemnification of Contractor. The Parties acknowledge that Contractor is not obtaining any professional liability insurance to cover the cost of defense/indemnification in the event Contractor is sued in conjunction with services provided relative to a trial board hearing. The County agrees to defend and indemnify Contractor for any non-criminal, non-grossly negligent acts or omissions of Contractor in fulfilling Contractor's duties as set forth in this Agreement.

9. Drug-Free Workplace. Contractor acknowledges that County's commitment to a Drug- Free workplace and agrees to abide by the requirements of the Drug-Free Workplace Act.

10. Governing Law. This Agreement shall be governed by the laws of the State of Maryland and Washington County, and where applicable, any federal or Maryland regulation.

11. Severability. It is understood and agreed by the parties hereto that if any portion of this Agreement shall contravene with or be invalid under the laws of Maryland or the County, such contravention or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if not containing the particular provision or provision held to be invalid under the laws of Maryland or of Washington County, Maryland, and the rights and obligations of the Parties shall be construed and enforced accordingly.

12. Duplicate Originals. This Agreement may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective on the date first written above.

ATTEST:

CONTRACTOR: HON. VICTOR K BUTANIS

Name:

Victor K. Butanis, Esq. (SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

Name:

John F. Barr, President (SEAL)