



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**

**August 27, 2024**

### **OPEN SESSION AGENDA**

- 9:00 AM      INVOCATION AND PLEDGE OF ALLEGIANCE  
                  CALL TO ORDER, *President John F. Barr*  
                  APPROVAL OF MINUTES: *August 6, 2024*
- 9:05 AM      COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM      STAFF COMMENTS
- 9:20 AM      CITIZEN PARTICIPATION
- 9:30 AM      PUBLIC HEARING – REQUESTS BY ORGANIZATIONS TO BE ADDED TO THE  
                  LIST OF NONPROFIT ORGANIZATIONS TO WHICH THE BOARD OF COUNTY  
                  COMMISSIONERS MAY CONTRIBUTE FUNDS, PURSUANT TO SECTION 1-  
                  108 OF THE CODE OF THE PUBLIC LAWS OF WASHINGTON COUNTY,  
                  MARYLAND (THE “1-108 LIST”)  
                  *Zachary J. Kieffer, County Attorney*
- 9:45 AM      FORGET-ME-NOT MONTHS (SEPTEMBER, OCTOBER, NOVEMBER 2024)  
                  PROCLAMATION  
                  *Board of County Commissioners to James Arnold and Douglas Flanigan, Disabled  
                  American Veterans Organization*
- 9:55 AM      PUBLIC HEARING TO ADD A LOCAL AMENDMENT TO THE 2021  
                  INTERNATIONAL SWIMMING POOL AND SPA CODE (ISpsc)  
                  *Greg Cartrette, Director/Code Official, Permits and Inspections; Rosalinda Pascual,  
                  Deputy County Attorney*
- 10:10 AM     COUNTY COMMISSIONERS OF WASHINGTON COUNTY WATER QUALITY  
                  BOND, SERIES 2024 (TAX-EXEMPT) AUTHORIZING RESOLUTION  
                  *Lindsey A. Rader, Bond Counsel for Washington County; Kelcee Mace, Chief  
                  Financial Officer*
- 10:25 AM     CONTRACT AWARD (PUR-1683) WORKERS' COMPENSATION THIRD  
                  PARTY ADMINISTRATOR (TPA)  
                  *Brian Overcash, Safety Compliance Administrator, Human Resources on behalf of Rick  
                  Curry, Director, Purchasing*

- 10:30 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG- 24-0152) – 2025 FORD EXPLORER AWD FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR THE SHERIFF’S OFFICE  
*Sheriff Brian Albert, Washington County Sheriff’s Office on behalf of Rick Curry, Director, Purchasing*
- 10:35 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0154) ONE (1) NEW 2024 F550 EXTENDED CHASSIS/CAB TRUCK W/ READING UTILITY BODY  
*Mark Bradshaw, Director, Environmental Management, on behalf of Rick Curry, Director, Purchasing*
- 10:40 AM FY25 SENIOR CITIZEN ACTIVITIES CENTER OPERATING FUND GRANT – APPROVAL TO ACCEPT AWARDED FUNDING  
*Richard Lesh, Grant Manager, Grant Management; Amy Olack, CEO, Washington County Commission on Aging*
- 10:45 AM MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING  
*Alan Matheny, Director, Emergency Management; Kelly Fisher, Deputy Director, Emergency Communications; Richard Lesh, Grant Manager, Grant Management*
- 10:50 AM COMMUNITY ORGANIZATION FUNDING – AVAILABLE FUNDING AND SERVICE PRIORITY AREA ALLOCATIONS  
*Nicole Phillips, Senior Grant Manager, Grant Management*
- 11:00 AM EMPLOYEE GIVING CAMPAIGN DISCUSSION  
*Chip Rose, Director, Human Resources*
- 11:10 AM THE HOUSING AUTHORITY OF WASHINGTON COUNTY (HAWC) SEEKS APPROVAL OF MORTGAGE ON PARKVIEW KNOLL PROPERTY AND RELEASE OF REVERTER CLAUSE ON SAID PROPERTY’S DEED  
*Morgan Gower, Executive Director, Housing Authority of Washington County; Brian Kane, Counsel for Housing Authority of Washington County*
- 11:20 AM CLOSED SESSION –

*(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individual.*

- (1) These topics include the discussion of confidential personnel matters*
- *Discussion of filling of open Transit Director position*

- *Discussion of hiring forthcoming open project manager position in Water Quality*
- *Discussion of hiring recommendation in Division of Emergency Services*
- *Discuss discipline and recommended removal of County employee*
- *Discussion of applicants/seek consensus to appoint or reappoint individuals to fill open positions on Washington County Gaming Commission, Board of Zoning Appeals, Property Tax Assessments Appeals Board, Ethics Commission, and “Black Rock Golf Board”*
- *Employee in-person appeal of county policy*
- *Discussion of hiring practices. Topic involves confidential personnel discussion.*

*To consult with counsel to obtain legal advice on a legal matter. (7).*

- *Provide legal advice and options to Board regarding proposed legislation)*

1:30 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

**SUBJECT:** PUBLIC HEARING – Requests by organizations to be added to the list of nonprofit organizations to which the Board of County Commissioners may contribute funds, pursuant to § 1-108 of the Code of the Public Local Laws of Washington County, Maryland (the “1-108 List”).

**PRESENTATION DATE:** Tuesday, August 27, 2024; 9:30 a.m.

**PRESENTATION BY:** Zachary J. Kieffer, County Attorney

**RECOMMENDED MOTION:** None. The Board may approve inclusion of one or more organizations to the 1-108 list or may take the matter under advisement for action at a later date.

**REPORT-IN-BRIEF:** The following organizations have submitted letters of request to be added to the 1-108 List:

Community Foundation of Washington County  
HMP Training, Inc  
The Elder Group, LLC

**DISCUSSION:** The inclusion of a nonprofit organization on the § 1-108 list does not mean that the organization will receive funding from the Board. Funding determinations are made through the Community Organization Funding Committee process and the County’s budgetary process.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Letters of Request and Supplemental Information

**AUDIO/VISUAL NEEDS:** None.



January 29, 2024

Kimberly Jacobson  
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37 S. Potomac Street  
Hagerstown, MD 21740

tel: (301) 745-5210  
web: cfwcmd.org  
email: cfwc@cfwcmd.org

Ms. Jacobson,

On behalf of the Community Foundation of Washington County, MD, I am requesting that our organization be added to the Board of County Commissioners of Washington County, MD's list of organizations eligible for funding pursuant to Section 1-108(b) of the Code of Public Laws of Washington County, MD.

We appreciate the support  
of our corporate sponsors

- AmeriServ Financial
- Antietam Wealth Management
- CNB Bank, Inc.
- Family Heritage Trust
- Gaye McGovern Insurance Agency
- M&T Bank
- Mason Investment Advisory Services, Inc.
- Middletown Valley Bank

The Community Foundation serves as a vehicle for philanthropy and is a powerful force in improving the quality of life in Washington County. Established in 1997, the Foundation has grown from one fund worth \$9,000 to more than 400 funds valued at over \$60 million and has distributed over \$32 million in grants and scholarships. Additionally, the Community Foundation stays actively involved in the community through various programs and events.

In closing, I appreciate your time in reviewing our request to be added to the list of non-profits eligible for funding through the Board of County Commissioners of Washington County, MD. We are eager and ready to contribute to the shared vision of a thriving and vibrant Washington County.

Sincerely,

A handwritten signature in blue ink that reads "Stacey Crawford".

Stacey Crawford  
President/CEO  
Community Foundation of Washington County, MD Inc.



11-6-95 10:12am

THE COMMUNITY FOUNDATION OF WASHINGTON COUNTY, MARYLAND,  
INCORPORATED

ARTICLES OF INCORPORATION J

FIRST: I, the undersigned, MICHAEL G. DAY, 920 West Washington Street, Hagerstown, Maryland 21740, being over the age of eighteen (18) years, do under and by virtue of the general laws of the State of Maryland authorizing the formation of corporations, hereby form a non-profit corporation.

SECOND: The name of the corporation (which is hereinafter called the "Corporation" is THE COMMUNITY FOUNDATION OF WASHINGTON COUNTY, MARYLAND, INCORPORATED.

THIRD: The purposes for which the Corporation is formed and the business or objectives to be carried on and promoted by it, primarily in and for the benefit of Washington County, Maryland, and the vicinity thereof, are as follows:

(a) The administration for charitable purposes of the property donated to the Corporation;

(b) The distribution of property for such purposes in accordance the terms of gifts, bequests, or devises to the Corporation not inconsistent with its purposes as set forth in these Articles of Incorporation or in accordance with the determinations by the Board of Trustees pursuant these Articles of Incorporation;

(c) The disposition from time to time of property held by the Corporation in such manner that its charitable purposes may be effectively served notwithstanding changed conditions that may have arisen or will arise in charitable needs of the area to be served by the Corporation from time to time of the original receipt of the property by the Corporation from a donor;

(d) The disposition of property to qualified charitable organizations;

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(e) To transact its business, carry on its operations and exercise its corporate powers, in any state, territory, district or possession of the United States and in any foreign country;

(f) In general to do any and all of the things herein above set forth and such other things as are incidental or conducive to the attainment of the objects and purposes of the Corporation, as principal, factor, agent, contractor or otherwise, either alone or in conjunction with any person, firm,

SEVENTH: No part of the net earnings of the Corporation shall enure to the benefit of or be distributable to its meetings, trustees, or officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for in Article Third hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution or statements) any political campaign on behalf of any candidate for public office.

EIGHTH: This Corporation is intended to be an organization which is exempt from Federal Income Tax under Section 501(c) (3) of the Internal Revenue Code of 1986 and which is a public charity. All terms and provisions of these Articles and all operations of the Corporation shall be construed, applied and carried out in accordance with such intent. For purposes of these Articles:

(a) "Public charity" means a qualified charitable organization which is "other than a private foundation" within the meaning of Section 509(a) (1), (2) or (3) of the Internal Revenue Code of 1986;

(b) "Charitable purposes" means those purposes under Section 501(c) (3) of the Internal Revenue Code of 1986 which are permitted of the Corporation as a public charity under the Internal Revenue Code of 1986;

(c) "Qualified charitable organization" means an organization which is organized for charitable purposes and qualified as exempt from Federal Income Tax under Section 501(c) (3) of the Internal Revenue Code of 1986; and

(d) Reference to any section of the Internal Revenue Code of 1986 includes the corresponding provision or provisions then in effect of any subsequent Federal Tax Laws.

NINTH: Upon dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation by distributing those assets exclusively for charitable purposes as shall at the time qualify as exempt under Section 501(c) (3) of the Internal Revenue Code (or corresponding provision of any future United States Internal Revenue Law) as the Board of Trustees shall determine. Assets not so disposed of shall be disposed of by the Court which has general jurisdiction for the city in which the principal office of the Corporation shall then be located, exclusively for such charitable organizations as said Court shall elect.

# IMPACT



2023 Annual Report



**Community  
Foundation**

OF WASHINGTON COUNTY, MD



# How It Works

As a hub of local philanthropy, we offer many giving opportunities to help anyone make a lasting impact in our community. Each fund is designed to endure without the need for ongoing fundraising, yet you may also continue to support your fund to grow the impact of your donations. To get started, give us a call at 301-745-5210. Our team will help you find the best fund pathway.

## TYPES OF FUNDS



### DONOR-ADVISED FUNDS

Consider this your personal foundation or charitable checkbook that will support causes that matter to you. Applicable for individuals, families and organizations.



### SCHOLARSHIP FUNDS

Propel our students into higher education or training programs. Funds can be designated towards an industry, into a specific school or program, or to memorialize a loved one.



### COMMUNITY FUNDS

Prepare for the unpredictable needs of today and tomorrow. Guided by committee review, these funds respond to the changing needs of the community.



### AGENCY FUNDS

Established by nonprofit organizations, agency funds provide sustained financial support for years to come and are used for unrestricted non-profit expenses.



### DESIGNATED FUNDS

With a specific charity in mind, donors can direct the designated fund to distribute an annual donation to one or more organizations.



### FIELD OF INTERESTS FUNDS

Support the cause that is closest to your heart, without naming a nonprofit recipient. A Committee annually awards grants to nonprofits meeting that need.

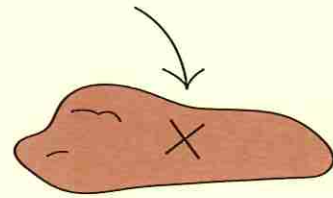
To view our complete list of funds, please visit our website at [cfwcmd.org/funds](http://cfwcmd.org/funds)

# What We Do

When donors **(like you!)** graciously donate to the Community Foundation, that money is preserved for future use. Instead of being used right away, it's saved into a fund that will grow over time. Then, we redistribute that money to nonprofits and students who need it most.

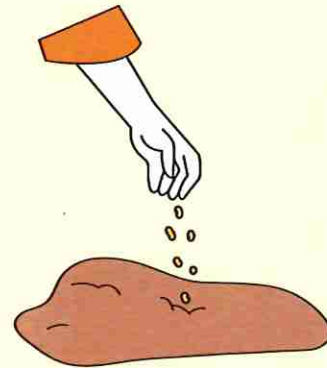
## Create Partnerships

Everything starts with you and your philanthropic intentions. We listen and work together to find existing funds or develop new funds that achieve your goals.



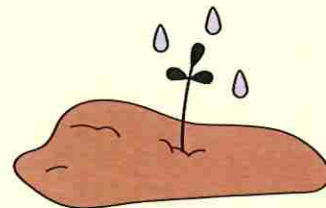
## The Community Donates

You can donate into a community fund, or into a fund with a specific non-profit or scholarship, or you can create a new fund. There are many options!



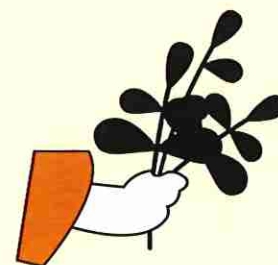
## We Save & Grow These Dollars

We all know that the future is unpredictable, so we dedicate ourselves to looking ahead and being strong, stable, yet flexible. With careful stewardship, these dollars could be someone's saving grace.



## We Invest Back To The Community

Through grants and scholarships, community leadership and building partnerships, we are investing in the community. This year alone we granted **\$3,544,058** from our endowed funds.



# Strategic Design & Rebranding

## Casting Seeds For Future Growth

Thanks to years of investment from our community, our young community foundation has grown from \$9,000 in 1997, to managing over **\$60,800,400** in assets in 2023. Like any growing business, we needed to adjust our central strategy to maintain these funds safely and then use their endowments to drive the deepest benefits for our community.

**2022** October 2022 - **Strategic Design begins with partners Ekstrom, Alley, Clontz & Associates**  
**The Big Idea** - By 2028, we will be: 1) a hub for philanthropy that grows charitable giving across the community, 2) a supporter of nonprofits who use our funds as a catalyst to better the community, and 3) a trusted brand for donor engagement, grant-making, and leadership. The Strategic Design resulted in a thorough action plan that began in July 2023.

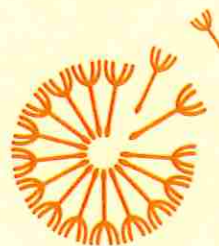
**2023** July 2023 - **Brand Redesign begins with partners Wimply Stoke and Origin Design Collective**  
**The Big Idea** - Design a brand that is approachable yet refined, responsive yet future-focused and that speaks to local nonprofit partners, future student scholarship recipients and donors with donations of all sizes. The design relies on the nostalgia of dandelion bristles, to show a community working together and casting seeds that last far beyond the current moment.

### Previous Logo



Community Foundation  
of Washington County MD, Inc.  
*Looking forward...giving back*

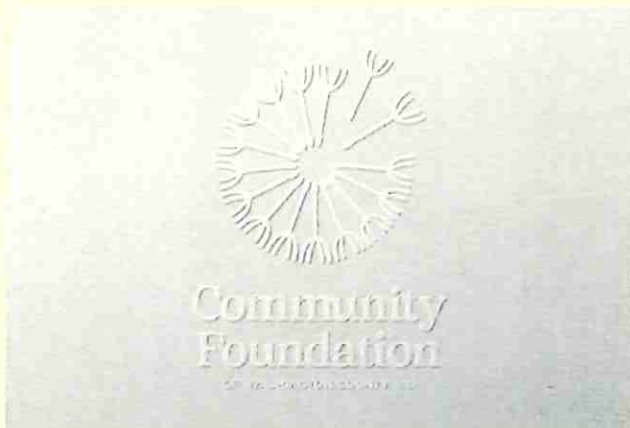
### New Logo



**Community  
Foundation**  
OF WASHINGTON COUNTY, MD

## Exploring the Rebrand

The Community Foundation of Washington County's rebranding project reveals a dynamic brand identity system underpinned by a strategic and intentional approach. This new identity shows relevance and authenticity to the central mission while portraying a sense of nostalgia and hope. This creative effort provides The Community Foundation with a versatile set of brand assets built to last, including a Strategy Deck, Client Profiles, Brand Identity & Logo Suite, Color Palette, Type System, Brand Guidelines, Stationery, and Social Graphics, as well as a deeper understanding on how to convey the Community Foundation's origin story with their audience.



# Grants

## Highlights from 2023

**\$3,544,058**

**Total amount granted**

### “ HMP Training, Inc.

HMP Training Inc is so appreciative to be a recipient of the 2023 Responsive Grant. The funds received were put to great use by providing free tuition for numerous students in our heavy equipment certification program. Upon graduation from our course, students have gained or are in pursuit of a new career as a heavy equipment operator. This funding not only means a lot to the students but to all of us as well because it helps provide training to people in the community that want to work but don't have the proper funds to help them advance in life. – *Mark Stevanus, Owner/Operator*

### “ Fort Ritchie Community Center - Teen Finance Day

This funding has allowed us to expand services and provide activities for local teens. The teens gave us ideas on what they would like and the Community Foundation helped turn their ideas into reality. – *Buck Browning, Executive Director of Fort Ritchie Community Center*

### “ Sleep In Heavenly Peace

Thank you for supporting Sleep in Heavenly Peace Hagerstown, MD. This award will allow us to continue with our mission “No Kid Sleeps on the Floor in Our Town.” – *Sleep in Heavenly Peace Staff*

### “ Red Cross of the Greater Shenandoah Valley Chapter

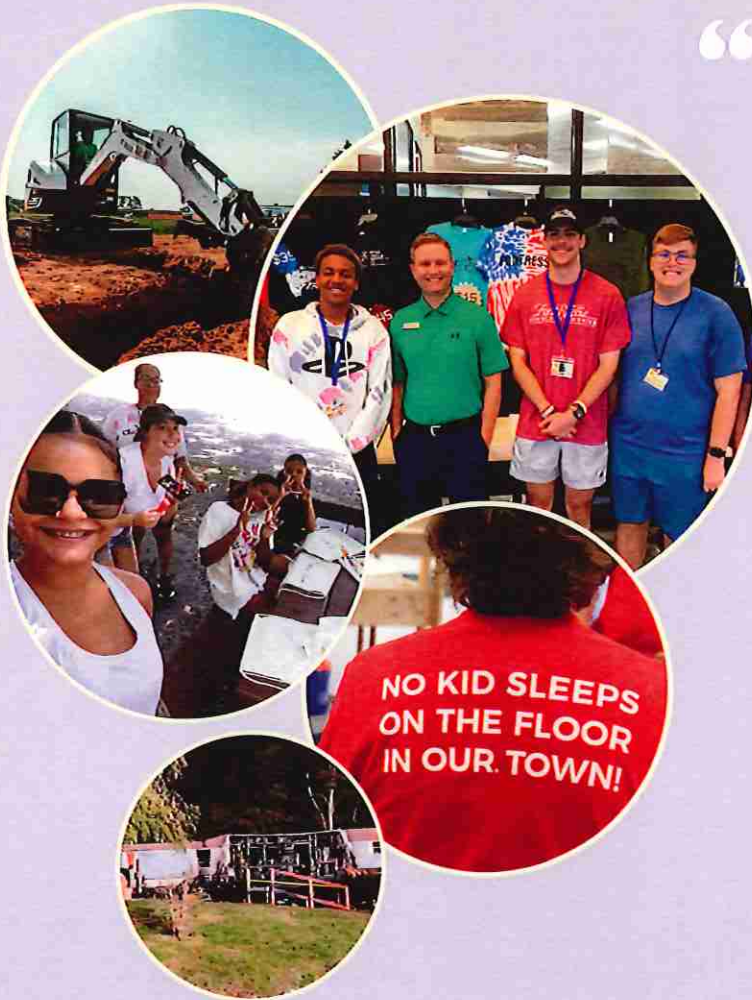
With the help of the CFWC and its donors, nearly every week in Washington County a family was provided emergency assistance from home fires and other disasters. The security of functioning smoke alarms, the knowledge of a fire escape plan, coupled with the immediate financial assistance and ongoing casework provided by Red Cross Disaster Services, help meet Washington County residents' basic needs. These services can be directly linked to improved family financial stability, an improved sense of security and safety, and also helps prevent homelessness, hunger, starvation, deterioration of physical and/or mental health and job loss.

– *Stacy McFarland, Executive Director of American Red Cross of the Greater Shenandoah Valley Chapter*

### “ Horizon Goodwill - Adolescent Clubhouse

I come in here mad or sad and you say one thing and my whole mood is changed. I don't think you realize how much the clubhouse has impacted my life!

– *Quote from a clubhouse participant*



# Responsive Grants

The Community Foundation's grants committee chose to fund Washington County nonprofits and programs focused on the development of a stronger community through programs addressing family stability, including all stages of life, financial literacy, employment, mental health and basic needs.

Resources for the responsive grants come from the growth and earnings of established community funds at the Community Foundation as well as a partnership with the Pauline Anderson Foundation.

## 2023 RESPONSIVE GRANTS

Organization	Name/Title of Program
American Red Cross of the Greater Shenandoah Valley	Home Fire Campaign
Big Brothers Big Sisters of Washington County	Little Leadership Academy Group Mentoring Program
Boys & Girls Club of Washington County	Academic Success
Brook Lane Behavioral Services, Inc.	Laurel Hall School Lockers
Children in Need, Inc.	Client Monthly Visits/Extended Services
Community Free Clinic, Inc.	Community Mental Healthcare
Community Mediation Maryland: Mediation First	Child Access Mediation - Family Court Partnership
Fort Ritchie Community Center	Teen Center
Gatekeepers Corporation	Gatekeepers Business of Living Program
Girls Inc. of Washington County	Leaps and Beats
Hagerstown Goodwill Industries dba Horizon Goodwill Industries	Adolescent Clubhouse
HMP Training Inc. (Heavy Metal Playground)	Tuition & Fees for Participants
Level the Playing Field	Pop Up Sports Equipment Distribution - WCPS Middle Schools
Literacy Council of Washington County, Inc.	Doubled in Size and Still Growing
Potomac Case Management Services, Inc.	Youth Diversion Program
Reach of Washington County	Cold Weather Shelter Case Management Rapid Rehousing
Sleep in Heavenly Peace MD - Hagerstown Chapter	No Kid Sleeps on the Floor in Our Town! MD-Hagerstown
The Interfaith Service Coalition of Hancock, MD Inc.	Keep a Senior Safe & Warm
The Salvation Army	The Salvation Army's Music for the Mind, Body and Soul
Washington County Commission on Aging, Inc.	Aging in Place
Washington County Historical Society	Travel Trunk Educational Program
Women's Club Foundation Inc.	New Electric Stove for Tenant Kitchen

**Total Amount Awarded:**

**\$141,901**

# Welcoming New Funds

## Highlights from 2023

432

Total number of funds

22

New funds for 2023

\$60,800,400

Total assets as of FY 2023

## WELCOMING NEW FUNDS FOR 2023

Literacy Council of Washington County, Inc.

Jamie and Joy Neikirk Charitable Trust

Michael R. McKee Fund

Dressler Family Fund

C. William Hetzer Community Fund

Literacy Council of Washington County Endowment Fund

Anita Kay Commission on Aging Fund

The Michael Patrick Memorial Fund

Richard "Dick" Gruber Memorial

Karen Dee and Thomas Allen Grosh Fund

Boomer Harsh Memorial Fund

Terry W. and Peggy B. Carroll Fund

Robert and Jenilie Palla Education Fund

Dallas, Betty and Julia Snyder Family Foundation Fund

Susan Hankey-Webb and Jack B. Webb Scholarship

Clayton Michael Knode Scholarship

Tyler "TJ" Josenhans Athletic Scholarship

Greg Shank Memorial Scholarship

Jennifer Karn Memorial Scholarship

Jodi L. Smith Readers to Leaders Scholarship

South Hagerstown High School Class of 1968  
Scholarship Fund

Sue and Keith Lowery Scholar Athlete Scholarship

## HOW YOUR DONATIONS BECOME GRANTS

### 1. Your Gift

We accept a range of gifts, including cash, checks, stock and life insurance.

### 2. Investing

Your gifts are invested following a disciplined and diverse strategy.

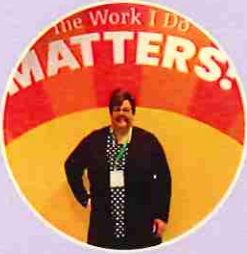
### 3. Earning

A portion of your gift stays invested so that it continues to grow, then the earnings can be distributed as grants and invested back into the community.



### Clayton Michael Knode Scholarship

His smile is warm; his laughter is contagious, and his blue eyes are unforgettable. He loves to hug and according to so many, he gives the best hugs. He is kind, always asking his mom and dad how their day was and taking the time for just about anyone to provide encouragement and love. He loves and loves and loves. He is a child of God. He is beautiful and will remain perfect. He will always be our son, our grandchild, our friend, our brother, our teammate. Clayton Michael Knode joined God's team on August 25, 2022. Always asking "How was your day?", Clayton would unquestionably love to see this fund grow to make a difference in the lives of so many others. – *from parents, Kelly Weaver and Eric Knode*



### Jodi L. Smith Readers to Leaders Scholarship

We opened the account with the Community Foundation of Washington County after losing my sister and great educator, Jodi L. Smith, in 2022. Jodi's coworkers and family created the scholarship with the Community Foundation of Washington County because it was easily accessible and the funds stayed within the community that Jodi taught in. The staff at the foundation are great to work with, and always readily available to answer questions. I'm so happy we have a place to use as a third-party to create this great scholarship for Jodi. Thank you. – *Jamie Bartolo*



### Karen Dee and Thomas Allen Grosh Fund

Karen and I decided that 2022 was the time to build on the blessings that have been given to us by God and on our business, Grosh's Lawn Service, by starting the Karen Dee and Thomas Allen Grosh Fund. With the low minimum required to start a fund, we believed that the Community Foundation of Washington County MD, Inc. was our best option. The staff at the Community Foundation of Washington County MD, Inc. was so easy to work with and guided us through everything which made for a very pleasant experience. Thank you to everyone! We have planted our 'mustard seed' to make Washington County MD a place with a bright future and caring community. – *Thomas Grosh*



### Literacy Council of Washington County

Without funding from the Community Foundation of Washington County, our non-profit would not be as effective in the surrounding communities as it is today. Your organization has been influential in allowing us to reach those who need our volunteer services. Thank you for your contribution to our non-profit mission and outreach." – *Leah Green, Executive Director of Literacy Council of Washington County.*

To view our complete list of funds, please visit our website at [cfwcmd.org/funds](http://cfwcmd.org/funds)

## 4. Grants

Earnings from your gift will be used as a grants.

## 5. Due Diligence

A team verifies the compliance and credibility of grant applications.

## 6. Checks Issued!

Checks are issued to the qualifying organizations.



# Scholarships

## Highlights from 2023

**\$554,019**

Scholarship dollars  
awarded

**98**

Total scholarship  
funds

**208**

Recipients  
awarded

## How To Apply

Visit our website at [cfwcmd.org](http://cfwcmd.org) and click on the "Scholarships" tab or homepage graphic to see specifics as well as links to the applications. *Ineligible or incomplete applications will be disqualified.*

### Check Your Deadlines!

Applications are open in January and close by April 1, but your application may have an earlier deadline. For additional questions, please contact Hannah Coulter at [hannahc@cfwcmd.org](mailto:hannahc@cfwcmd.org)

### “ Jack Roberts Scholarship Created by Ethan & Judy Roberts



I am incredibly grateful to receive the Jack Roberts Scholarship. The scholarship support has assisted me in paying my tuition so that I can focus on my education and goal of becoming a teacher.

I am proud to be able to continue playing baseball while studying and be a part of the college and community, which I believe honors Jack's legacy of being an involved member of the community.

– Sam Bono, Hagerstown Community College,  
Awardee

Our son Jack was always a curious soul with a natural love for learning. Having a scholarship in his honor will help many people on their educational journey. We hope this can help in some small way to make the world a better place, in honor of the good man that Jack was.

– Ethan Roberts, Donor

# BUILDING LASTING CONNECTIONS THROUGH SCHOLARSHIPS



## “ Patterson Graff Educational Fund Created by Sue Graff

I am honored and grateful to have received the Patterson Graff Educational Fund Scholarship. This award has allowed me to attend the best school for my education and inspired me to continue to give back by volunteering while in school. With this scholarship, I am able to work towards a bachelor's degree and become dually certified as an x-ray and MRI technologist, which will give me a strong launch into my career.

– Sarah Becker, Awardee

I am honored to have been able to provide a scholarship for a deserving young woman in our community. Being able to assist someone in meeting their educational goals is of critical importance to us all. My hope is that the Patterson Graff fund will play a role in Sarah attaining her dream. – Sue Graff, Donor



## “ Boomer Harsh Memorial Scholarship Created by Meg Harsh, Alva & Don Harsh

...Beyond the financial aspect, I also had the opportunity of connecting with some amazing people throughout my scholarship journey. I loved the opportunity to meet my scholarship donor, along with their family and the staff of the Community Foundation, and to establish a relationship with them. It is so amazing seeing our small community come together and support local students who have goals of earning a degree. Overall, the scholarship has empowered me to pursue my academic and career goals with confidence and determination, and I am immensely grateful for the life-changing opportunities it has offered me.

– Grace Caudell, Awardee



It is very gratifying to have been able to establish a lasting memorial to our son/husband. Knowing that this fund will, in perpetuity, help future generations of Washington County youth achieve their educational goals provides us with a measure of comfort and an ongoing tribute to our beloved son/husband.

– Meg Harsh, Alva & Don Harsh, Donors

# 11th Annual Washington County Gives

## Highlights from 2023

**\$560,106**

**Raised for local  
non-profits**

**84**

**Nonprofit  
participants**

**2,105**

**Unique  
donors**

An exciting and unifying community effort, Washington County Gives presented the opportunity for nonprofits to raise unrestricted dollars for their organization, and to discover and engage new donors by sharing their mission. In addition to their unique donations giving within the 24-hour window, \$70,500 of this year's overall amount consists of matching dollars and prizes that were distributed in full.

"Washington County is truly a community that cares about its nonprofits - proving, without a doubt, that donors are committed to the well-being of their hometown. Over the past 11 years, roughly \$4.8 million has been raised," says Community Foundation President & CEO Stacey Crawford.

### **A fond farewell**

In Fall 2022, we began a 10-month process to develop a strategic plan to guide our organization. In the 26 years since the creation of CFWC, the organization has grown its assets to over \$60 million while granting over \$33 million back to support the nonprofits in our community. Based on this strategic process, which included rounds of feedback, surveys, and community input, we will not be holding Washington County Gives in 2024.

Local community giving will always be a priority for us, so we want to remind organizations that you have access to your donor lists from all Washington County Gives days and we would encourage you to access those lists in order to retain or re-solicit those donors for support of your organization.

In addition, in the coming year, we will be offering training and support for nonprofits to assist with growing long term sustainable giving. Please keep watching our website and social media for opportunities in 2024.

Thank you to all those who have participated in Washington County Gives for the past 11 years.

# 23rd Annual People's Choice Awards

Nominations for 2024 Awards open in August 2024.

## Volunteer Award Winners

This prestigious award honors individuals from the community who give generously of their time and talents to make Washington County a better place to live.



### Anita Kay

Anita taught for 39 years within the Washington County Public Schools, and has been an active volunteer with the Commission on Aging's Meals on Wheels program since 2012. She also volunteers for Hagerstown Community College, and many other organizations.

*In her honor, the Community Foundation created a \$5,000 endowment fund, which she's chosen to title the Anita Kay Commission on Aging Fund.*

### Becky Hein

Becky is an active, dedicated, and vital member of organizations that serve our community like the Literacy Council of Washington County, Habitat for Humanity, Sleep in Heavenly Peace, and Katie's Cupboard.

*The Community Foundation has established a \$5,000 endowment fund which Hein has titled Literacy Council of Washington County Fund, which will benefit the Literacy Council's mission of helping to provide adults with free basic education and English language learning services including GED, ESL, non and low-level readers, and basic math.*



### Richard Willson

Richard, a former employee of the Hagerstown Housing Authority, is known for his lifelong volunteerism, particularly with Hagerstown Area Religious Council (HARC), the League of Women Voters, John Wesley United Methodist Church, the Washington County Commission on Aging, Interfaith Housing Alliance, and many more. He is also a founding member of cornerstones like Holly Place and Reach of Washington County.

*In his honor, the Community Foundation has ensured that the \$5,000 that would have gone towards the creation of a new endowment fund, was deposited into the existing Reach Endowment Fund, per Richard's wishes.*



## Rising Star Award Winner

This award honors an individual, under forty years of age, from the community who demonstrates a commitment to volunteer service.



### Erin Clark

Erin is a fervent volunteer for organizations including United Way of Washington County, Humane Society of Washington County, Leadership Washington County, Smithsburg Youth Athletics, her kids' PTA, and more. A Mount St. Mary's graduate, she's also a successful audit manager employed by SEK CPAs & Advisors, and a GLOW mentor for Washington County Public Schools Education Foundation, where she teaches financial literacy classes to local high school students.

*Two organizations were chosen by Clark to receive an equal portion of the \$1,000 awarded: United Way of Washington County, and Humane Society of Washington County.*

# Financial Highlights

## Highlights

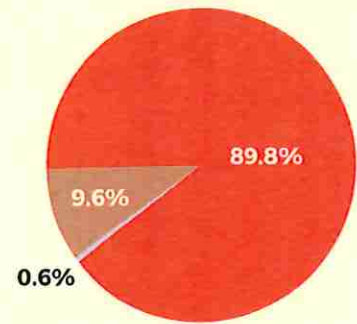
Quick Facts	FY23	Asset Growth
FY23 Contributions to CFWC:	\$8,171,581	1997: \$9,000
FY23 Grants & Scholarships:	\$3,544,058	2023: \$60,800,400
New Funds:	22	
Total Funds:	432	

Gifts Received & Grants Paid	FY23	FY22
Total Gifts Received:	\$8,171,581	\$6,332,000
Total Grants Paid:	\$3,544,058	\$3,510,500
Cumulative Grants Paid since 1997:	\$35,724,558	\$32,180,500

\* Financial Charts include audited numbers from fiscal years 2022 and 2023. Audited financial statements available upon request. Forms 990 and 990T (where applicable) are also available upon request.

## Expenses

- **Program Services**  
\$3,082,152 – 89.8%
- **Management & General**  
\$328,930 – 9.6%
- **Fundraising & Development**  
\$21,524 – 0.6%



## Branching Out Society

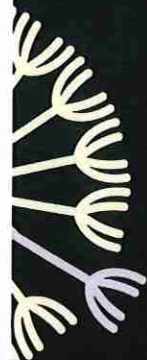
Members of the Branching Out Society contribute to the Community Foundation of Washington County's day-to-day operating expenses. These funds help us meet the charitable interests of our donors while continuing our mission of encouraging philanthropy in Washington County.

The following donors and businesses make a yearly gift of **\$200** or more to support the Community Foundation's operating expenses. Thank you for your continued commitment and support!

Ameriserv Financial  
Albright Crumbacker Moul & Itell, LLC  
Pauline Anderson Foundation  
Antietam Wealth Management  
Ausherman Family Foundation  
Todd Baer  
Patricia Botelle  
Howard "Blackie" Bowen  
Joan Bowers  
Mary Ellis Bowman  
CNB Bank  
Karen Coyne  
DeVinney Family

Robert Ernst, II  
The Family Heritage Trust Company  
Todd Harrison  
Highrock Studios, Inc.  
Gaye McGovern Insurance Agency  
Jone L. Bowman Foundation  
Mitesh and Erin Kothari  
John Lilga  
Ed Lough  
Constance Manger  
Mason Investment Advisory Services  
Meritus Health  
Middletown Valley Bank

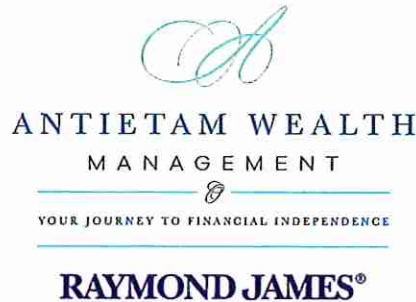
M&T Charitable Foundation  
Randy Rachor  
R. Bruce Carson, LTD.  
Charles Smith  
Todd Snook  
Sabina Spicher  
Mary Jane Spickler  
Sandra Tillou  
Tribridge Partners  
Waltersdorf Family  
Wright-Gardner Insurance, Inc.  
Younger Motorcars, Inc.  
Michael Zampelli



# Thank you to our sponsors

## Corporate Sponsors

Thank you to our corporate sponsors. Your support allows our team the ability to devote ourselves to the mission and uphold the intentions of our donors, nonprofits, and scholarship recipients.





# Our Team



**Stacey Crawford**  
*President/CEO*  
[staceyc@cfwcmd.org](mailto:staceyc@cfwcmd.org)



**Sarah Burge**  
*Director of Community Impact  
and Donor Engagement*  
[sarahb@cfwcmd.org](mailto:sarahb@cfwcmd.org)



**Susan Buchanan**  
*Community Impact Manager*  
[susanb@cfwcmd.org](mailto:susanb@cfwcmd.org)



**Hannah Coulter**  
*Donor Engagement Manager*  
[hannahc@cfwcmd.org](mailto:hannahc@cfwcmd.org)

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Mutual



**Constance G. Manger**  
Berkshire Hathaway Home  
Services - Bowen Realty



**Pastor Brett D. McKoy**  
Cutting Edge Ministries/  
Washington County Public School



**Stacy Miller**  
TriBridg Partners, LLC



**Thomas C. Newcomer**  
R. Bruce Carson Jewelers

ALL TRUSTEES



**Sandra Tillou**  
CPA / Self-Employed



**F. Christian Wright, IV**  
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**Brandon Younger**  
Younger Auto Group



**Michael Zampelli**  
Associated Radiologists, P.A.





37 S. Potomac Street  
Hagerstown, MD, 21740

**Community  
Foundation**

OF WASHINGTON COUNTY, MD

## About Community Foundation of Washington County MD, Inc.

Community Foundation of Washington County MD, Inc. has a five-year annualized investment return that makes it one of the top performing community foundations in the country. The Foundation has over \$60 million in assets and has distributed more than \$35 million in grants and scholarships since 1997. Donors can support any of its more than 425 funds or create a charitable fund of their own.

To learn how to create a fund at the Community Foundation, please visit [www.cfwcmd.org](http://www.cfwcmd.org)  
or call **301-745-5210**.





Good evening, commissioners, ladies and gentlemen, and members of the community, my name is Charles Peek, President/CEO along with Teresa Peek, Executive Director of the Elder Group. We are honored to have the opportunity to introduce you to the Elder Group, a vital initiative born out of compassion and dedication to our senior citizens.

Established in 2019, the Elder Group stands as a beacon of hope and advocacy for our elderly population. With a mission centered on providing seniors with a voice, especially those who have endured abuse, neglect, or marginalization, the Elder Group is committed to safeguarding their rights, dignity, and well-being.

One of the many focuses of the Elder Group is addressing food insecurity among seniors. Far too often, our elderly neighbors are forced to choose between purchasing groceries and other essential needs. In 2023 the Elder Group prepared and served 7,180 meals and we have prepared and served more than 2,100 so far this year. Through strategic partnerships, community outreach, and innovative solutions, the Elder Group strives to ensure that no senior goes hungry in our midst.

We assisted 10 homeless seniors access rental assistance that allowed them to secure housing, 1 senior placed in long term care and we provided 4 seniors with out-of-pocket expenses for hotel stays.

In addition to these initiatives, the Elder Group is dedicated to raising awareness about the prevalence of elder abuse and advocating for systemic changes to protect our seniors from harm. Whether it's financial exploitation, physical mistreatment, or emotional abuse, no senior should suffer in silence. Through education, empowerment, and collaboration with law enforcement and social service agencies, the Elder Group works tirelessly to combat elder abuse and ensure that perpetrators are held accountable.

As we look to the future, the Elder Group remains steadfast in its commitment to serving and uplifting our senior citizens. Our goal is to secure \$200,000 over the next 18 months so that we can secure a facility and expand our program and services to more seniors. With your support and involvement, we can continue to make meaningful strides in improving the lives of our elders, honoring their wisdom, resilience, and invaluable contributions to our community.

Thank you for your attention, and please join us in our efforts to make a difference in the lives of our seniors through the Elder Group. Together, we can create a brighter, more inclusive future for all generations to come.



14515 Pennsylvania Ave., Hagerstown, MD 21742 | 240 415 8088

5-31-2024

To whom it may concern,

Please find this as a letter of request that HMP Training, Inc. to be added to the 1-108 list. HMP Training is a 501c3 that provides certified heavy equipment to those in need. We have provided this training to many individuals including Veterans, homeless, re-entry programs and youth. We have also helped many graduating students gain employment. Our goal is to provide free tuition to those in need and we rely on grant funding and donations to provide this opportunity to many in the community. We also work with other non-profits to help the community including Horizon Goodwill Industries, Sheppard Pratt and Gatekeepers. Along with these and other organizations we can provide transportation and lunch to all of our students.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Stevanus', is written over a light blue horizontal line.

Mark Stevanus  
President



Open Session Item

**SUBJECT:** Forget-Me-Not Months (September, October, November 2024) Proclamation

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Board of County Commissioner to James Arnold and Douglas Flanigan, Disabled American Veterans Organization

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Proclamation Presentation

WHEREAS, the Disabled American Veterans Organization offers free services to disabled veterans and their families in filing claims for government benefits as well as the resolution of problems regarding employment, health care and counseling, and

WHEREAS, the Disabled American Veterans Organization strives to respond to emergency needs arising in the family of any disabled veteran, and

WHEREAS, the community wishes to express a deep and continuing sense of gratitude to those disabled veterans who gave so much to protect and preserve our way of life, and

WHEREAS, the Disabled American Veterans Organization has chosen September, October, and November 2024 for its annual *Forget-Me-Not* Drive in Washington County and pledges that all contributions will be utilized for disabled veterans and their families in our community.

NOW THEREFORE, We the Board of County Commissioner of Washington County, Maryland, hereby recognize September, October, and November 2024 as "*Forget-Me-Not*" Months and encourage all citizens to join in and support those who have given so freely to protect and defend the rights and freedom of us all.



**Open Session Item**

**SUBJECT:** Public Hearing to add a local amendment to the 2021 International Swimming Pool and Spa Code (ISPSC).

**PRESENTATION DATE:** Tuesday, August 27, 2024

**PRESENTATION BY:** Greg Cartrette Director/ Code Official, Rosalinda Pascual, Deputy County Attorney.

**RECOMMENDATION:** To hold a public hearing for the proposed local amendment of Section 305.1 of the International Swimming Pool and Spa Code, locally adopted July 16, 2024.

**REPORT-IN-BRIEF:** This proposed amendment seeks to modify Section 305.1 of the ISPSC by deleting the word “NOT” in the second to last line of the paragraph.

**DISCUSSION:** The proposed amendment has been drafted for the Board’s consideration, public notice and implementation. This proposed amendment adds the level of safety that the State and County was trying to accomplish but missed in COMAR 09.12.56. The state has been notified and will be making the change in the next code cycle.

305.1-General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover complying with ASTM F1346, the areas where those spas, hot tubs or pools are located shall NOT be required to comply with Sections 305.2-305.7. I am asking to remove the word NOT so it now will read “shall be required to comply with Sections 305.2-305.7”.

**FISCAL IMPACT:** Cost to contractor and/or homeowner.

**CONCURRENCES:** County Attorney

**ALTERNATIVES:** Leave the code as is.

**ATTACHMENTS:** Maryland COMAR 09.12.56 Maryland Swimming Pool and Spa Standards, Section 305.1, International Swimming Pool and Spa Code and local amendment.

**303.1.2 Time switches.** Time switches or other control methods that can automatically turn off and on heaters and pump motors according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

**Exceptions:**

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- or waste-heat recovery pool heating systems.

**303.1.3 Covers.** Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means in accordance with Section 104.12.

**Exception:** Where more than 70 percent of the energy for heating, computed over an operating season, is from a heat pump or solar energy source, covers or other vapor-retardant means shall not be required.

**303.2 Portable spas.** The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

**303.3 Residential pools and permanent residential spas.** The energy consumption of *residential* swimming pools and permanent *residential* spas shall be controlled in accordance with the requirements of APSP 15.

**SECTION 304  
FLOOD HAZARD AREAS**

**304.1 General.** The provisions of Section 304 shall control the design and construction of pools and spas installed in *flood hazard areas*.

**[BS] 304.2 Determination of impacts based on location.** Pools and spas located in *flood hazard areas* indicated within the *International Building Code* or the *International Residential Code* shall comply with Section 304.2.1 or 304.2.2.

**Exception:** Pools and spas located in riverine *flood hazard areas* that are outside of designated floodways and pools and spas located in *flood hazard areas* where the source of flooding is tides, storm surges or coastal storms.

**[BS] 304.2.1 Pools and spas located in designated floodways.** Where pools and spas are located in designated floodways, documentation shall be submitted to the *code official* that demonstrates that the construction of the pools and spas will not increase the design flood elevation at any point within the jurisdiction.

**[BS] 304.2.2 Pools and spas located where floodways have not been designated.** Where pools and spas are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool or spa and any associated grading and fill-

ing, will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

**[BS] 304.3 Pools and spas in coastal high-hazard areas.** Pools and spas installed in coastal high-hazard areas shall be designed and constructed in accordance with ASCE 24.

**[BS] 304.4 Protection of equipment.** Equipment shall be elevated to or above the design flood elevation or be anchored to prevent flotation and protected to prevent water from entering or accumulating within the components during conditions of flooding.

**304.5 GFCI protection.** Electrical equipment installed below the design flood elevation shall be supplied by branch circuits that have ground-fault circuit interrupter protection for personnel.

*\* M/D  
# amendments*  
**SECTION 305  
BARRIER REQUIREMENTS**

**305.1 General.** The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable *safety cover* complying with ASTM F1346 and swimming pools are equipped with a powered *safety cover* that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

**305.1.1 Construction fencing required.** The construction sites for in-ground swimming pools and spas shall be provided with construction fencing to surround the site from the time that any excavation occurs up to the time that the permanent barrier is completed. The fencing shall be not less than 4 feet (1219 mm) in height.

**305.2 Outdoor swimming pools and spas.** Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7.

**305.2.1 Barrier height and clearances.** Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.

**Economic Impact on Small Businesses**

The proposed action has a meaningful economic impact on small businesses. An analysis of this economic impact follows:

Many small businesses provide notary public services. These regulatory changes allow notaries public to increase the fee for their services; however, the increased application fee will cause a notary to pay \$16 additional for their 4-year term as a notary. The increased notary fee should allow the notary to offset this increased application cost over their 4-year term.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to Michael Schlein, Division Administrator, Charities and Legal Services Division, Office of the Secretary of State, 16 Francis Street, Annapolis, MD 21401, or call 410-260-3863, or email to michael.shclein@maryland.gov. Comments will be accepted through December 18, 2023. A public hearing has not been scheduled.

**.02 Charges and Fees**

A. A notary public may demand and receive a fee of no more than the following for the performance of an original notarial act:

- (1) [\$6] \$8 for the performance of a notarial act; or
- (2) [\$25] \$30 for the performance of a remote notarial act.

B. When a notary public is requested to notarize more than one copy of the same record, where the copy or copies have been signed at the same time by the same person or persons, the notary may demand and receive [\$6] \$8 for notarizing each signature on the original or first copy of the record, and may demand and receive [\$3] \$4 for each signature on each additional copy of the same record.

C.—E. (text unchanged)

**.03 Processing Fee.**

Each application for an original or renewal appointment as a notary public shall be accompanied by a processing fee of [\$9] \$25 payable to the Secretary of State.

**.09 Change in Name, Address, or Email Information.**

Notaries public are required to notify the Office of the Secretary of State within 30 days if, at any time during their commission, a notary public changes their:

- A.—D. (text unchanged)
- E. [Electronic] *Personal electronic* mail (email) address;
- F. Business phone number; [or]
- G. *Business address, if one was provided at the time of application;*
- H. *Business electronic mail (email) address, if one was provided at the time of application;* or
- [G.] I. (text unchanged)

**.10 Electronic Mail Communications.**

Effective January 1, 2021, and except for correspondence relating to enforcement actions, the Office of the Secretary of State will send all communications to notaries public using electronic mail only. Each notary public is responsible for ensuring the Office of the Secretary of State has a current and active *personal* email address.

SUSAN C. LEE  
Secretary of State

**Title 09**

**MARYLAND DEPARTMENT  
OF LABOR**

**Subtitle 12 DIVISION OF LABOR AND  
INDUSTRY**

**09.12.56 Maryland Swimming Pool and Spa  
Standards**

*Authority: Public Safety Article, §§12-1203 and 12-1207(a)(2), Annotated Code of Maryland*

**Notice of Proposed Action**

[23-249-P-1]

The Secretary of Labor proposes to adopt new Regulations .01—.05 under a new chapter, COMAR 09.12.56 Maryland Swimming Pool and Spa Standards.

**Statement of Purpose**

The purpose of this action is to incorporate by reference the first edition of the most recent version of the International Swimming Pool and Spa Code as the Maryland Swimming Pool and Spa Standards. This action also clarifies when the new Standards apply, amends the adopted code to replace references with the appropriate Maryland Accessibility and Fire Prevention Codes, and increases public pool barrier height requirements to match the existing the Maryland Department of Health requirements.

**Estimate of Economic Impact**

The proposed action has no economic impact.

**Economic Impact on Small Businesses**

The proposed action has minimal or no economic impact on small businesses.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to Michelle F Vanreusel, Deputy Commissioner, Division of Labor and Industry, 10946 Golden West Drive, Suite 160, Hunt Valley, MD 21031, or call 410-767-2225, or email to dli.regulations+pool@maryland.gov. Comments will be accepted through December 18, 2023. A public hearing on the amendments will be held on December 7, 2023, at 10 a.m., at 10946 Golden West Drive, Suite 160, Hunt Valley, MD 21031. Additional details will be posted at <https://www.labor.maryland.gov/labor/build/>.

**Editor's Note on Incorporation by Reference**

Pursuant to State Government Article, §7-207, Annotated Code of Maryland, the 2021 International Pool and Spa Code (ISPSC), International Code Council, has been declared a document generally available to the public and appropriate for incorporation by reference. For this reason, it will not be printed in the Maryland Register or the Code of Maryland Regulations (COMAR). Copies of this document are filed in special public depositories located throughout the State. A list of these depositories was published in 50:1 Md. R. 7 (January 13, 2023), and is available online at [www.dsd.state.md.us](http://www.dsd.state.md.us). The document may also be inspected at the office of the Division of State Documents, 16 Francis Street, Annapolis, Maryland 21401.



**.01 Purpose.**

The purpose of this chapter is to adopt the International Swimming Pool and Spa Code (ISPSC).

**.02 Scope.**

A. Except as provided in §B of this regulation, the Standards shall apply to all swimming pools and spas for which an application for a building permit is received by a local jurisdiction on or after December 31, 2023.

B. The Standards adopted under this chapter do not apply to a swimming pool or spa built and in operation before December 31, 2023, unless there is an alteration or repair that results in a substantial and material structural change to the swimming pool or spa that occurs on or after December 31, 2023.

C. If there is an alteration or repair to a swimming pool or spa built and in operation before December 31, 2023, that results in a substantial or material structural change, the alteration or repair shall conform to the Standards.

**.03 Incorporation by Reference.**

The 2021 International Swimming Pool and Spa Code (ISPSC), International Code Council, is incorporated by reference.

**.04 Definitions.**

"Substantial and material structural change" means an alteration or repair that:

A. Increases the volume of the swimming pool or spa by 15 percent or more; or

B. Decreases the flow capacity of the swimming pool or spa by 15 percent or more.

**.05 Amendments.**

A. Chapter 3. Rename Section 305.2 to "Applicability" and replace the text with the following:

(1) A public swimming pool or spa shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7, except that the top of the barrier where measured on the side of the barrier that faces away from the swimming pool or spa shall be not less than:

(a) 72 inches (1828mm) above grade for a Class A, B, or D swimming pool or spa;

(b) 60 inches (1524mm) above grade for a Class C or E swimming pool or spa; and

(c) 36 inches (914.4mm) above grade for a wading pool.

(2) Non-public outdoor swimming pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7.

B. In Section 307.1.4, where "International Building Code" appears, substitute "Maryland Accessibility Code" and, where "ICC A117.1" appears, substitute "Maryland Accessibility Code".

C. In Section 324.7.1, where "International Fire Code" appears, substitute "Maryland State Fire Prevention Code."

PORTIA WU  
Secretary of Labor

**Title 14**

**INDEPENDENT AGENCIES**

**Subtitle 22 COMMISSION ON  
CRIMINAL SENTENCING POLICY**

**14.22.01 General Regulations**

Authority: Criminal Procedure Article, §6-211, Annotated Code of Maryland

**Notice of Proposed Action**

[23-241-P]

The Maryland State Commission on Criminal Sentencing Policy proposes to amend Regulations .02, .03, and .07—11 under COMAR 14.22.01 General Regulations. This action was considered at an open meeting on September 12, 2023, notice of which was provided in 50:17 Md. R. 782 (August 25, 2023).

**Statement of Purpose**

The purpose of this action is threefold. The first purpose is to modify Regulation .02 under COMAR 14.22.01 General Regulations to add the definition of a feigned weapon and to clarify that sentences to probation before judgement (PBJ) pursuant to either CP, §6-220(b) or CP, §6-220(c) are included in the definition of adjudications. Regarding the latter, Ch. 711 (S.B. 211), Acts of 2023, amends CP, §6-220 to create an additional type of PBJ that allows offenders to plead not guilty while still maintaining the benefits of a traditional PBJ. The new PBJ will be codified in CP, §6-220(c), effective October 1, 2023. The traditional PBJ will continue to be codified in CP, §6-220(b). The second purpose of this action is to modify Regulations .02, .03, .07, .08, .09, .10, and .11 under COMAR 14.22.01 General Regulations to replace references to "adjudication of guilt" with "adjudication", "convicted offense" with "offense", and "conviction" with "adjudication" or "offense" in instances where the intended meaning of "conviction" includes PBJs pursuant to either CP, §6-220(b) or CP, §6-220(c). Finally, the third purpose of this action is to modify Regulation .09 under COMAR 14.22.01 General Regulations to specify that a feigned weapon shall be scored 1 point under part C (weapon presence) of the offense score.

**Estimate of Economic Impact**

The proposed action has no economic impact.

**Economic Impact on Small Businesses**

The proposed action has minimal or no economic impact on small businesses.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to David Soule, Executive Director, Maryland State Commission on Criminal Sentencing Policy, 4511 Knox Rd., Suite 309, College Park, MD 20740, or call 301-403-4165, or email to dsoule@umd.edu. Comments will be accepted through December 18, 2023. A public hearing has not been scheduled.

**.02 Definitions.**

A. (text unchanged)

B. Terms Defined.

(1) "Adjudication" includes a:

(a)—(c) (text unchanged)

**ORDINANCE NO. ORD-2024-**

**AN ORDINANCE TO ADOPT AND ENACT THE MARYLAND SWIMMING POOL AND SPA STANDARDS, INCORPORATING THE 2021 *INTERNATIONAL SWIMMING POOL AND SPA CODE*, AS PROMULGATED BY THE INTERNATIONAL CODE COUNCIL**

**RECITALS**

Pursuant to MD Code, Public Safety §12-1205, the Board of County Commissioners of Washington County, Maryland (the “Board”) adopted by Ordinance No. ORD-2024-34 the Maryland Swimming Pool and Spa Standards, under MD Code, Public Safety Title 12, Subtitle 12. Per Code of Maryland Regulations 09.12.56.05, the Maryland Swimming Pool and Spa Standards incorporates therein the 2021 *International Swimming Pool and Spa Code (ISPSC 2021)*, as promulgated by the International Code Council.

It has been recommended that the Board adopt an amendment to these Maryland Swimming Pool and Spa Standards as it regards to barrier requirements of pools, spas, and hot tubs.

A public hearing was held on August 27, 2024, following due notice, pursuant to MD Code, Local Gov’t §§ 9-105 and 13-901. Public comment was received, reviewed, and considered concerning the adoption of the 2021 *International Swimming Pool and Spa Code*, as promulgated by the International Code Council as the Maryland Swimming Pool and Spa Standards (COMAR 09.12.56) with local amendments.

NOW, THEREFORE, BE IT ORDAINED that ORD-2024-34 adopting the Maryland Swimming Pool and Spa Standards, incorporating therein the 2021 *International Swimming Pool and Spa Code*, as promulgated by the International Code Council, for Washington County, the contents of which are incorporated herein by reference, is amended with the following local amendments:

Section 305.1            amended

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**CHAPTER 3 – GENERAL COMPLIANCE**, is amended as follows:

**SECTION 305, BARRIER REQUIRMENTS**, is amended as follows:

**Section 305.1 General is added to read as follows:**

**305.1** The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Regardless of whether spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 or swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where spas, hot tubs or pools are located shall be required to comply with Sections 305.2 through 305.7.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.  
Effective the 27<sup>th</sup> day of August, 2024.

ATTEST:

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

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

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

Approved as to form and  
legal sufficiency:

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

\_\_\_\_\_  
Rosalinda Pascual  
Deputy County Attorney



Open Session Item

**SUBJECT:** County Commissioners of Washington County Water Quality Bond, Series 2024 (Tax-Exempt) Authorizing Resolution

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Lindsey A. Rader, Bond Counsel for Washington County and Kelcee G. Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Move to approve the resolution authorizing County Commissioners of Washington County (the “County”) to issue and sell to the Maryland Water Infrastructure Financing Administration (“MWIFA”) a general obligation bond in the maximum original principal amount of \$4,488,552 (the “Bond”) in order to finance or reimburse costs of the project generally referred to as “Smithsburg WwTP – ENR Upgrades” (the “Project”) and to enter into a loan agreement with MWIFA, as presented.

**REPORT-IN-BRIEF:** Certain provisions of the Environment Article of the Annotated Code of Maryland and the County Code authorize and empower the County to issue one or more general obligation bonds to MWIFA at private sale, without public bidding, in order to evidence a loan or loans from MWIFA for wastewater system facility purposes. The Project meets such legislative requirements, and MWIFA has agreed to loan the County money in an original principal amount not to exceed \$4,488,552 for Project purposes pursuant to a loan agreement to be entered into by MWIFA and the County. The loan will be evidenced by the single Bond issued by the County to MWIFA. The President of the Board of County Commissioners (the “Board”), with the advice of the County’s Chief Financial Officer, is authorized to determine the final original principal amount of the Bond and to approve the amortization schedule for the Bond referred to in “DISCUSSION” below within the limitations provided for in the resolution. The resolution also provides for one or more specified officials to take certain actions in the event of a vacancy in the position of an identified official or in the absence, disability or unavailability of an identified official, as described therein.

**DISCUSSION:** MWIFA loans bear below market interest rates. Interest on the Bond will be tax-exempt for federal income tax purposes. The Bond will have a scheduled amortization that ends no later than 20 years after the expected Project completion date that is reflected in the executed loan agreement. Interest on the Bond will be determined by the following formula: 50% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Bond is delivered; the resulting rate may be rounded down by MWIFA in its discretion. (For informational purposes only, tax-exempt MWIFA loans closing

in August 2024 for which the interest rate is set by the same formula bear interest at the rate of 1.90% per annum; there is no guarantee that the index by which the interest rate will be determined for the Bond will remain steady until the time that rate is set.) Although wastewater system revenues are anticipated to be used to pay debt service on the Bond, the County will pledge its full faith and credit and unlimited taxing power to payment of the Bond. As required by the statute governing MWIFA and as provided in the resolution, certain system revenues must be identified in the loan agreement as “dedicated revenues.” Among other remedies available to MWIFA, the Bond will be subject to acceleration at MWIFA’s discretion upon an event of default under the loan agreement and, in such event, the County will be subject to late charges and payment of interest on unpaid amounts at a default rate. The County will pledge any moneys that it is entitled to receive from the State of Maryland (including the County’s share of income tax revenues collected by the State) to secure its obligations under the loan agreement. The President of the Board, the County Administrator and the Chief Financial Officer are each designated as an “Authorized Officer” for purposes of the loan agreement. Certain officials and employees are authorized to request advances of loan proceeds/draws on the Bond as provided in the resolution.

**FISCAL IMPACT:** Use of Bond proceeds has been included in the County’s annual debt affordability analysis.

**CONCURRENCES:** Michelle Gordon, County Administrator, Mark Bradshaw, Director of Engineering Services for Water Quality, and Zachary J. Kieffer, County Attorney.

**ALTERNATIVES:** If the resolution is not approved, it will be necessary to determine alternative funding for the Project, which is already in progress.

**ATTACHMENTS:** Resolution and associated budget adjustment for loan proceeds.

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

**RESOLUTION NO. RS-24-**

A RESOLUTION AUTHORIZING AND EMPOWERING COUNTY COMMISSIONERS OF WASHINGTON COUNTY (THE "COUNTY") TO ISSUE AND SELL, UPON ITS FULL FAITH AND CREDIT, TO THE MARYLAND WATER INFRASTRUCTURE FINANCING ADMINISTRATION (THE "ADMINISTRATION") A GENERAL OBLIGATION BOND IN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$4,488,552.00, PURSUANT TO THE AUTHORITY OF TITLE 6 OF THE CODE OF PUBLIC LOCAL LAWS OF WASHINGTON COUNTY AND SECTIONS 9-1601 TO 9-1622, INCLUSIVE, OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; SUCH BOND TO BE DESIGNATED AS PROVIDED HEREIN AND THE PROCEEDS THEREOF TO BE APPLIED TO FINANCE OR REIMBURSE COSTS OF THE PROJECT GENERALLY REFERRED TO IN COUNTY BUDGET MATERIALS AS "SMITHSBURG WwTP - ENR UPGRADES," TOGETHER WITH RELATED COSTS AND FINANCING COSTS, ALL TO THE EXTENT PERMITTED BY THE ADMINISTRATION; APPROVING THE SUBSTANTIALLY FINAL FORM OF THE BOND AND PROVIDING FOR THE COMPLETION, EXECUTION AND DELIVERY OF THE BOND; APPROVING OR PROVIDING FOR THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF THE BOND TO THE ADMINISTRATION BY PRIVATE SALE, WITHOUT PUBLIC BIDDING, AND OTHER DETAILS INCIDENT THERETO, AND AUTHORIZING CERTAIN OFFICIALS TO DETERMINE CERTAIN DETAILS OF THE BOND, ALL WITHIN THE PARAMETERS PROVIDED FOR IN THIS RESOLUTION; APPROVING THE SUBSTANTIALLY FINAL FORM OF A LOAN AGREEMENT WITH THE ADMINISTRATION, AND AUTHORIZING AND DIRECTING THE COMPLETION, EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT; AUTHORIZING AND DIRECTING THE PAYMENT OF FEES OR COSTS PROVIDED FOR IN THE LOAN AGREEMENT THAT ARE NOT PAYABLE FROM BOND PROCEEDS; PLEDGING ANY MONEYS THAT THE COUNTY IS ENTITLED TO RECEIVE FROM THE STATE OF MARYLAND, INCLUDING THE COUNTY'S SHARE OF INCOME TAX REVENUES, TO SECURE ITS OBLIGATIONS UNDER THE LOAN AGREEMENT; ACKNOWLEDGING THE RIGHT OF THE ADMINISTRATION TO ACCELERATE PAYMENT OF THE BOND UPON A DEFAULT UNDER THE LOAN AGREEMENT; AUTHORIZING CERTAIN OFFICIALS TO TAKE CERTAIN ACTIONS UNDER THE LOAN AGREEMENT AND IN CONNECTION WITH THE ISSUANCE OF THE BOND; PROVIDING FOR THE DISBURSEMENT OF ADVANCES OF THE BOND; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE COUNTY TO THE PAYMENT OF THE BOND AND PROVIDING THAT, IN THE EVENT THAT OTHER FUNDS AVAILABLE TO THE COUNTY ARE INSUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND, THE COUNTY SHALL LEVY AND COLLECT AD VALOREM TAXES UPON ALL THE LEGALLY ASSESSABLE PROPERTY WITHIN WASHINGTON COUNTY SUFFICIENT TO PROVIDE FOR SUCH PAYMENTS WHEN DUE; PROVIDING FOR PAYMENT OF DEBT SERVICE ON THE BOND IN THE FIRST INSTANCE FROM AN INDICATED SOURCE; MAKING OR PROVIDING FOR THE MAKING OF CERTAIN ELECTIONS, COVENANTS OR DETERMINATIONS PERTAINING TO THE TAX-EXEMPT STATUS OF THE BOND; MAKING CERTAIN FINDINGS CONCERNING A DEBT LIMITATION; SETTING FORTH CERTAIN RULES OF CONSTRUCTION, INCLUDING PROVIDING FOR CERTAIN OFFICIALS TO ACT IN THE EVENT OF A VACANCY IN THE POSITION OF AN IDENTIFIED OFFICIAL OR IN THE ABSENCE, DISABILITY OR UNAVAILABILITY OF SUCH IDENTIFIED OFFICIAL;

PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF THE BOND AUTHORIZED HEREBY.

## **RECITALS**

County Commissioners of Washington County, a body politic and corporate and a political subdivision of the State of Maryland (the “County”), has determined to undertake a project generally referred to in County budget materials as “Smithsburg WwTP – ENR Upgrades” or by similar names (the “Project”) and, in connection with such undertaking, to acquire or pay for, as applicable, necessary property rights and equipment; related site and utility improvements; related architectural, engineering, planning, design, study, document development, bidding, permitting, acquisition, construction, improvement, installation, modification, expansion, demolition, removal, renovation, reconstruction, rehabilitation, replacement, equipping, furnishing, inspection and construction management expenses; costs of related activities, improvements and appurtenances; related financial, administrative and legal expenses; and contingencies; and has determined to borrow money for the public purpose of financing or reimbursing all or a portion of the costs of any one or more components of any such activities in whole or in part, including costs of issuance relating to any such borrowing and any related costs (collectively, “Costs of the Project”).

Title 6 of the Code of Public Local Laws of Washington County, as replaced, supplemented or amended (the “Water and Sewer Act”), authorizes and empowers the County to issue and sell its bonds upon the full faith and credit of the County to provide funds for the design, construction, establishment, purchase or condemnation of water, sewerage and drainage systems.

Title VI of the Federal Water Pollution Control Act (commonly known as the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes the United States Environmental Protection Agency (the “EPA”) to award grants to qualifying states to establish and capitalize state water pollution control revolving funds (“SRFs”) for the purpose of providing loans and other forms of financial assistance to finance, among other things, the construction of publicly-owned wastewater treatment facilities, and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of Maryland at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act (previously known as the Maryland Water Quality Financing Administration Act), codified at Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (as replaced, supplemented or amended, the “MWIFA Act”), establishing the Maryland Water Infrastructure Financing Administration (previously known as the Maryland Water Quality Financing Administration, and referred to in this Resolution as the “Administration”) and establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “SRF Fund”) to be maintained and administered by the Administration.

The MWIFA Act authorizes the Administration, among other things, to make a loan from the SRF Fund to a “local government” (as defined in the MWIFA Act) for the purpose of financing or refinancing all or a portion of the cost of a “wastewater facility” project (as defined in the MWIFA Act).

The MWIFA Act authorizes a local government to issue one or more bonds, notes or other evidences of obligation (each, a “loan obligation” as defined in the MWIFA Act) to evidence its indebtedness under a loan agreement with respect to a loan from the Administration, to sell any such bond, note or other evidence of obligation to the Administration at private sale, without public bidding, and to establish a dedicated source of revenues for repayment of such loan.

The County is a “local government” within the meaning of the MWIFA Act, and the Project is a “wastewater facility” project within the meaning of the MWIFA Act and a “project” relating to a “sewerage system” within the meaning of the Water and Sewer Act, and the County has applied to the Administration for a loan from the SRF Fund for Project purposes.

Pursuant to the authority of the Water and Sewer Act and the MWIFA Act, the County has determined to borrow money from the Administration for the public purpose of financing or reimbursing costs of the Project or such components of the Project as the Administration shall approve.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY:

Section 1. (a) The Recitals to this Resolution are incorporated by reference herein and deemed a substantive part of this Resolution. Capitalized terms used in the Sections of this Resolution that are not defined therein shall have the meanings given to such terms in the Recitals.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the Code of the Public Local Laws of Washington County, Maryland (the “County Code”) or other applicable law or authority to act in such titled official’s stead in the event of a vacancy in such position or during the absence, disability or unavailability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the County Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the County Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the County Code, the official, however known, who is charged under the County Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein. For example, (i) the County Code provides for a County Finance Officer who is the director of the Office of Budget and Finance, but the person filling such position is now commonly referred to as the Chief Financial Officer of the County (the “Chief Financial Officer”), and (ii) the County Clerk of the County (the “County Clerk”) is also sometimes referred to as the Clerk to the Board of County Commissioners.

(c) References to the President (as defined in Section 3(b) of this Resolution) shall be construed to refer to (i) the Vice President (the “Vice President”) of the Board (as defined in subsection (f) below) in the event the position of the President is vacant or in the absence, disability or unavailability of the President at the time the President is authorized to take any action in accordance with the provisions of this Resolution, or (ii) the County Administrator of the County (the “County Administrator”) in the event that the positions of both the President and the Vice President are vacant or in the absence, disability or unavailability of both the President and the Vice President



at the time the President is authorized to take any action in accordance with the provisions of this Resolution; provided that, the County Administrator may not both execute the Bond (as defined in Section 3(b) of this Resolution) and/or the Loan Agreement (as defined in Section 2(b) of this Resolution) on behalf of the County and attest to the impression, affixing or imprinting of the County seal thereon in accordance with subsection (e) below.

(d) Except as otherwise expressly provided with respect to the specified officials authorized to requisition advances as provided for in Section 5(b) of this Resolution, in the event the position of the Chief Financial Officer is vacant or in the absence, disability or unavailability of the Chief Financial Officer at the time the Chief Financial Officer is authorized to take any actions or provide any advice in accordance with the provisions of this Resolution, and if no official has applicable authority pursuant to the provisions of subsection (b) above, such actions or advice shall be taken or given by the Director of Budget and Finance of the County (the “Director of Budget and Finance”) unless authority for the matter in question has been assigned to another County official or employee in accordance with Section 2-302 of the County Code.

(e) In the event the position of the County Clerk is vacant or in the absence, disability or unavailability of the County Clerk, and if no other official has authority pursuant to the provisions of subsection (b) above to attest to the impression, affixing or imprinting of the County seal on the Bond or any instruments, documents or certificates relating to the Bond, but subject to the provisions of subsection (c) above, pursuant to the authority of Resolution No. RS-23-13 adopted by the Board on April 4, 2023, the County Administrator shall attest to the impression, affixing or imprinting of the County seal on the Bond and on any instruments, documents or certificates relating to the Bond providing for such attestation; provided that, in such case, if the County Administrator executes the Bond and the Loan Agreement in accordance with subsection (c) above, the Director of Budget and Finance shall attest to any impression, affixing or imprinting of the County seal thereon and on any instruments, documents or certificates relating to the Bond providing for such attestation. In addition, pursuant to Section 1-104(c)(7) of the County Code, in the event the position of the County Clerk is vacant or in the absence, disability or unavailability of the County Clerk, and if no other official has applicable authority pursuant to the provisions of subsection (b) above, the Board hereby assigns to the County Administrator or to the County Administrator’s designee the power to certify as to, or to make representations as to, matters in any instruments, documents or certificates relating to the Bond that are typically made by the County Clerk with respect to County obligations in the nature of the Bond.

(f) References to the Project and to Costs of the Project in this Resolution are intended to include any modifications or amendments to components of the Project and costs thereof provided for in the County budget or capital improvement program or through other applicable actions of the Board of County Commissioners of Washington County, the governing body of the County (the “Board”), provided that any such modifications or amendments to be paid from proceeds of the Bond are permitted by the Administration.

(g) References in this Resolution to officials of the County shall be construed to also refer to employees of the County, to the extent applicable.

(h) To the extent that applicable laws, orders, regulations or other authority allow for signatures of County officials to be made by facsimile, electronic or other means, the provisions of such applicable laws, orders, regulations or other authority allowing signatures to be made in a manner

other than manually shall apply to any signatures of County officials provided for in or contemplated by this Resolution, including on this Resolution.

Section 2. (a) Pursuant to the authority of the Water and Sewer Act and the MWIFA Act, the County hereby determines to borrow money and incur indebtedness for the public purpose of financing or reimbursing Costs of the Project, all to the extent permitted by the Administration. The total Costs of the Project not otherwise payable from other sources is not expected to exceed Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00).

(b) As contemplated by the MWIFA Act, such borrowing and indebtedness shall be made and incurred in accordance with the provisions of a loan agreement between the County and the Administration (the "Loan Agreement"). The Loan Agreement shall be in substantially the form of Exhibit A attached hereto and made a part hereof. The County is referred to in the Loan Agreement as the "Borrower." The Administration generally refers to the Project in various materials, including in the Loan Agreement, with a project name of "Smithsburg Wastewater Treatment Plant ENR Upgrade and Expansion" or similar names.

Section 3. (a) Pursuant to the authority of the Water and Sewer Act and the MWIFA Act, and to evidence the payment obligations of the County under the Loan Agreement, the County shall issue and sell, upon its full faith and credit, a series of general obligation bonds in the form of a single installment bond for the public purpose of financing or reimbursing any one or more components of Costs of the Project in whole or in part, all to the extent permitted by the Administration.

(b) Such bond shall be issued in accordance with the Loan Agreement in the original principal amount not to exceed Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00) and shall be designated as the "County Commissioners of Washington County Water Quality Bond, Series 2024 (Tax-Exempt)" or by such additional or different designation as may be required by the Administration (the "Bond"). The President of the Board (the "President"), on behalf of the County, is hereby authorized and directed to determine and approve the final original principal amount of the Bond, provided that the final original principal amount of the Bond shall not exceed Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00), such determination and approval to be evidenced conclusively by the President's execution and delivery of the Bond reflecting such finally determined original principal amount pursuant to subsection (k) below.

(c) The Bond shall be dated the date of its delivery and shall be issued in the form of a single, fully registered bond, without coupons attached. The initially issued Bond shall be numbered R-1. The Bond is referred to in the Loan Agreement as the "Note."

(d) Subject to the provisions of subsections (f) and (g) below and the further provisions of this subsection (d), the principal amount of the Bond advanced under the Loan Agreement shall be paid in twenty (20) installments on February 1 in each of the years 2026 through 2045, inclusive, in such amounts as shall be determined by the Administration to achieve, as nearly as possible, roughly level debt service payments (on an annualized basis) after giving effect to the interest rate provided for in subsection (e) of this Section 3. The President, with the advice of the Chief Financial Officer, on behalf of the County, is hereby authorized and empowered to approve the

amortization schedule for the Bond, calculated as described in this subsection (d), but subject to the further provisions of subsection (f) below, provided that the final original principal amount of the Bond does not exceed Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00), such approval to be evidenced conclusively by the President's execution and delivery of the Bond in final form in accordance with the provisions of subsection (k) below.

(e) The Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the Loan Agreement, shall bear interest from its dated date at an annual rate of interest equal to 50% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Subject to the provisions of subsection (f) below, interest due on the unpaid principal amounts advanced under the Bond shall accrue on the basis of a 30-day month, 360-day year from the dates of the respective advances of such principal amounts, and shall be paid on February 1, 2025, and semiannually thereafter on the 1st day of August and February in each year until the entire principal amount of the Bond has been paid.

(f) The payment dates provided for in the foregoing subsections (d) and (e) are based on an anticipated date of delivery of the Bond in September 2024 and an estimated completion date for the Project in July 2025. Notwithstanding the foregoing, in the event the Bond, for whatever reason, is not delivered in September 2024, the estimated completion date for the Project is determined prior to the date of delivery of the Bond to occur in a month earlier or later than July 2025, or the Administration determines in accordance with its program requirements that a different amortization schedule is necessary, the President, with the advice of the Chief Financial Officer, on behalf of the County, is hereby authorized and directed to adjust and change such principal and interest payment dates provided for or contemplated in subsections (d) and (e) above (including, without limitation, by providing for a first minimum principal payment on a date specified by the Administration and/or by otherwise adjusting the dates on which principal and/or interest will be due) and to approve the amortization schedule for the Bond prepared by the Administration on a roughly level debt service basis (on an annualized basis, and exclusive of any first minimum principal payment due on the Bond specified by the Administration), all as required by the Administration in order to meet the requirements of Section 9-1605(d)(1)(ii) of the MWIFA Act or to meet other requirements of the Administration, provided that the final original principal amount of the Bond shall not exceed Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00), such approval and adjustment to be evidenced conclusively by the President's execution and delivery of the Bond in final form in accordance with the provisions of subsection (k) below. The final amortization schedule shall be for a term ending approximately twenty (20) years from the estimated date of completion of the Project, taking into account the Administration's standard annual principal payment dates and semi-annual interest payment dates, and any one-time minimal principal payment date, as well as the requirements of the MWIFA Act.

(g) If the Administration determines at any time following delivery of the Bond to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) relating to the Bond in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount (as defined in the Bond) of the Bond shall be reduced accordingly and such Maximum Principal Amount as so reduced shall be amortized as provided in the Loan Agreement. In such event, as determined by the Administration, the County may execute and deliver (in the manner provided in subsection (k) below for the original delivery of the Bond) a new Bond evidencing such reduction in the Loan

Commitment and/or such other certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Loan Agreement. The President is hereby authorized and directed to approve, execute and deliver any such other certificates, documents or instruments required by the Administration under Section 3.08 of the Loan Agreement.

(h) The County shall pay (i) a late charge for any payment of principal or interest on the Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate provided for in the Loan Agreement, which Default Rate shall be equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this subsection (h) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(i) The Bond shall be subject to prepayment prior to maturity only as provided in Section 3.10 of the Loan Agreement.

(j) Unless the Board provides otherwise by resolution adopted prior to delivery of the Bond, the Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Loan Agreement that is attached hereto as Exhibit A. Appropriate variations and insertions to provide dates, numbers and amounts, and modifications not altering the substance of the Bond, including, without limitation, to reflect matters determined in accordance with the other subsections of this Section 3, may be made by the President, with the advice of the Chief Financial Officer. All of the covenants contained in the form of Bond set forth as Exhibit F to the substantially final form of the Loan Agreement attached hereto as Exhibit A, as the Bond may be finally completed as provided herein, are hereby adopted by the County as and for the form of obligation to be incurred by the County, and the covenants and conditions contained in the final form of the Bond as executed and delivered are hereby made binding upon the County, including the promise to pay therein contained. The execution of the Bond by the President shall be conclusive evidence of the approval by the County of all changes in or additions to the form of the Bond and of the due execution of the Bond by the County.

(k) The Bond shall be executed in the name of the County and on its behalf by the President. The corporate seal of the County shall be affixed to the Bond and attested by the signature of the County Clerk. In the event any official whose signature shall appear on the Bond shall cease to be such official prior to the delivery of the Bond, or, in the event any such official whose signature shall appear on the Bond shall have become such after the date of delivery thereof, the Bond shall nevertheless be a valid and binding obligation of the County in accordance with its terms.

(l) Both the principal of and interest on the Bond will be paid to the registered owner thereof in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by notice in writing delivered to the Chief Financial Officer.

(m) The Bond shall be transferable only after the first principal payment date as set forth in the Bond or the date upon which the Maximum Principal Amount of the Bond has been borrowed, whichever is earlier, as provided in the Bond and the Loan Agreement. The Bond shall be transferable upon the books of the County at the office of the Chief Financial Officer, by the registered owner in person or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Chief Financial Officer, duly executed by such registered owner or his duly authorized attorney. The County shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds of the same series as the Bond surrendered, in such denominations as the County shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturity date and installment payment dates and interest rate. If more than one bond is issued upon any such transfer of the Bond, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of the bonds representing the Bond then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The County may deem and treat the party in whose name a bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and interest due thereon and for all other purposes. References in this Resolution to the Bond shall be deemed to refer to any bond or bonds transferred for the Bond in accordance with the provisions of this subsection (m), and references in this Resolution to the registered owner of the Bond shall be deemed to refer to any or all of the registered owners of bonds of such series contemplated by this subsection (m). Any new bond issued in transfer or exchange may be executed and sealed as provided in subsection (k) above with respect to the original execution and delivery of the Bond, or as otherwise required by then-applicable law, and appropriate changes may be made to the form of the bond delivered in transfer or exchange to account for the dated date of such bond and, to the extent applicable, the then-outstanding principal amount of such bond transferred or exchanged for the new bond.

(n) In the event of a discrepancy between the provisions of the Bond and this Resolution, the provisions of the Bond shall control. The County agrees to abide by and perform the covenants and agreements set forth in the Bond as finally executed and delivered in accordance with this Section 3 as though such covenants and agreements were set forth in full in this Resolution.

Section 4. (a) As authorized by the Water and Sewer Act and the MWIFA Act, the County hereby determines to sell the Bond to the Administration by private sale, without public bidding, which sale by private sale is hereby deemed by the County to be in its best interest and in the interest of its citizens due, in part, to the benefit of the structure of the Bond as a draw-down obligation and the beneficial interest rate. Therefore, and pursuant to the authority of the Water and Sewer Act and the MWIFA Act, the Bond shall be sold to the Administration by private sale, without public bidding, for a price of the principal amount of the Bond or so much of the principal amount of the Bond as is advanced to the County, such purchase price to be advanced in accordance with the Loan Agreement.

(b) The Bond shall be sold to the Administration and the purchase price of the Bond shall be advanced to the County in accordance with the Loan Agreement. The terms and conditions of the Loan Agreement, as completed as provided in this Section 4, are hereby incorporated by reference herein and approved by and adopted as the obligations of the County. The Bond is referred to in the Loan Agreement as the “Note.”

(c) The substantially final form of the Loan Agreement attached hereto as Exhibit A reflects the expectation, as of the date of introduction of this Resolution, that the final original principal amount of the Bond will be Four Million Four Hundred Eighty-Eight Thousand Five Hundred Fifty-Two Dollars (\$4,488,552.00). The President, on behalf of the County, is hereby authorized and directed to complete, execute and deliver the Loan Agreement for and in the name of the County with such changes, insertions and deletions as are approved by such official to reflect matters determined in accordance with the provisions of this Resolution, to comply with program requirements of the Administration or to complete the exhibits to the substantially final form of the Loan Agreement attached hereto, or as are determined by such official not to be materially adverse to the interests of the County, such approval to be evidenced conclusively by such official’s execution and delivery of the Loan Agreement in final form. To the extent required or provided for in the Loan Agreement, the County Clerk shall attest to the affixing, impression or reproduction of the County seal thereon.

(d) Notwithstanding anything to the contrary contained in this Resolution, advances under the Loan Agreement or the Bond, payment or prepayment of the principal of and interest on the Bond, and transfer or exchange of the Bond shall be made in accordance with the Loan Agreement.

(e) The County is hereby authorized and directed to pay any fees or costs provided for in the Loan Agreement that are not payable from Bond proceeds, including, without limitation, any Administrative Fee payments provided for in the Loan Agreement, and any other costs and expenses relating to the Bond or the Loan Agreement. The County hereby expressly acknowledges its absolute and unconditional obligation to make such payments.

(f) As authorized by Section 9-1606(d) of the MWIFA Act, the County hereby pledges any moneys that the County is entitled to receive from the State of Maryland, including the County’s share of the income tax revenues collected by the State, to secure its obligations under the Loan Agreement, subject to any limitations on such pledge provided for in the Loan Agreement in accordance with this Section 4. Such pledge shall be evidenced by and detailed in the Loan Agreement.

(g) The County hereby acknowledges the provisions of Article IV of the Loan Agreement (Events of Default and Remedies), which allow for, among other remedies, all payments on the Bond to be declared immediately due and payable upon the occurrence of an Event of Default provided for in such Loan Agreement.

(h) In the event of a discrepancy between the provisions of this Resolution and the Loan Agreement, the provisions of the Loan Agreement shall control. The County agrees to abide by and perform the covenants and agreements set forth in the Loan Agreement as finally executed and delivered in accordance with this Section 4 as though such covenants and agreements were set forth in full in this Resolution.

Section 5. (a) As soon as may be practicable after the adoption of this Resolution, the Bond shall be suitably prepared in definitive form, executed and delivered to the Administration upon a date mutually satisfactory to the Administration and the Chief Financial Officer.

(b) Each of the following officials of the County: the Chief Financial Officer, the Director of Budget and Finance, the Deputy Director of Budget and Finance of the County (the “Deputy Director of Budget and Finance”), and the Senior Accountant in the Office of Budget and Finance (the “Senior Accountant”) is hereby expressly authorized to take any necessary actions under the Loan Agreement or the Bond in order to requisition advances on behalf of the County.

(c) Each of the President, the County Administrator and the Chief Financial Officer is hereby expressly designated as an “Authorized Officer” for purposes of the Loan Agreement. By voice vote, motion or other appropriate action, and for purposes of the Loan Agreement, the Board may (i) designate one or more additional officials or employees as an Authorized Officer, or (ii) remove the designation of any Authorized Officer, with or without designating another Authorized Officer in place of the Authorized Officer whose designation was removed; written evidence of any such designation, removal of designation or replacement designation shall be provided to the Administration.

(d) The Board hereby ratifies, confirms and approves any actions taken to date by the President, the Vice President, the County Administrator, the Chief Financial Officer, the Director of Budget and Finance, the Deputy Director of Budget and Finance or the Senior Accountant in connection with the transactions contemplated by this Resolution, including, without limitation, the execution and delivery by the Chief Financial Officer of the Loan Proceeds Questionnaire and Certificate pertaining to the Bond and the first cash draw request for proceeds of the Bond.

(e) The President, the Vice President, the County Administrator, the Chief Financial Officer, the Director of Budget and Finance, the County Clerk, and all other appropriate officials of the County are expressly authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale and delivery of the Bond, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith, and (iii) carry out the transactions contemplated by this Resolution, any resolution amendatory of or supplemental to this Resolution, any resolution adopted in furtherance of this Resolution, and any such documents, certificates or instruments executed and delivered in connection with the issuance of the Bond, all to the extent any particular action is within the scope of such official’s authority and all to the extent authorization with respect to such particular action has not otherwise been expressly delegated to one or more County officials by or in accordance with this Resolution.

Section 6. Each advance of the proceeds of the Bond shall be paid directly to the County and shall be deposited by the Chief Financial Officer or other appropriate County official in the proper account or accounts, or shall be paid at the direction of the Authorized Officer, or shall be paid as otherwise required by the Administration. Advances under the Bond shall be used and applied by the County exclusively and solely for the public purpose described in Section 2 hereof.

Section 7. (a) The full faith and credit and unlimited taxing power of the County are hereby pledged to the prompt payment of the principal of and interest on the Bond as and when the same are payable and to the levy and collection of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements

of the Bond. Subject to the further provisions of this Section 7, the County, in each and every year in which the Bond may be outstanding, shall levy and collect ad valorem taxes upon all the legally assessable property within the corporate limits of the County at a rate and in an amount sufficient to provide for the payment of the principal of and interest on the Bond when due, and in the event the proceeds from the taxes so levied in any fiscal year are inadequate for such purpose, the County shall levy additional taxes in the succeeding fiscal year to make up any deficiency. The County hereby covenants with the registered owner of the Bond to take any action that may be lawfully appropriate from time to time during the period that the Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.

(b) Notwithstanding the provisions of subsection (a) above, the principal of and interest on the Bond will be payable in the first instance from revenues of the wastewater system and the water supply system (each within the meaning of the MWIFA Act) serving the County, including fees for use of or connection to such systems or any special assessments or other charges imposed by the County pursuant to the Water and Sewer Act, all to the extent available for such purpose; however, such revenues are not specifically pledged to the payment of principal of and interest on the Bond. To the extent of any funds received or receivable as described in this subsection (b) or subsection (c) below in any fiscal year, the taxes required to be imposed in accordance with subsection (a) of this Section 7 may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the County from paying the principal of and interest on the Bond from the proceeds of the sale of any other obligations of the County or from any other funds legally available for that purpose. The County may apply to the payment of the principal of or interest on the Bond any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted or paid to the County for the purpose of assisting the County in accomplishing the type of project or projects which the Bond are issued to finance, reimburse or refinance or are otherwise available for such purpose. The provisions of this subsection (c) are subject to the provisions of Section 8 of this Resolution.

(d) Wastewater system revenues (which may be referred to as sewer user charges in the Loan Agreement) and water supply system revenues (which may be referred to water user charges in the Loan Agreement) are intended to be the dedicated source of revenues required by Section 9-1605(d)(1)(iii) of the MWIFA Act with respect to the Bond. Such revenues may be referred to by similar, but not exact references, on any applicable exhibits to the Loan Agreement.

Section 8. (a) On the date of issuance of the Bond, the President and the Chief Financial Officer shall be responsible for the execution and delivery to counsel rendering an opinion on the validity of the Bond of a certificate of the County which complies with the requirements of Section 103 and Sections 141 through 150, inclusive, including Section 148, of the Code and the applicable regulations thereunder.

(b) The County shall set forth in said certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bond, or of any moneys, securities or other obligations which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code or the applicable regulations (collectively, the "Bond Proceeds"). The County covenants with the registered owner of the Bond that the facts, estimates and circumstances set forth in such certificate will be based on the County's reasonable



expectations on the date of issuance of the Bond and will be, to the best of the knowledge of the persons executing such certificate, true, correct and complete as of that date.

(c) The County covenants with the registered owner of the Bond that it will not use, or permit the use of any of, the Bond Proceeds or any other funds of the County, directly or indirectly, to acquire any securities or obligations, and will not take or permit to be taken or fail to take any other action or actions which would cause the Bond to be an “arbitrage bond” within the meaning of said Section 148 and said regulations or that would otherwise cause the interest on the Bond to be includable in gross income of the registered owner of the Bond for federal income tax purposes.

(d) The County further covenants that it will comply with said Section 148 and said regulations and such other requirements of the Code which are applicable to the Bond on the date of issuance of the Bond and which may subsequently lawfully be made applicable to the Bond.

(e) The County shall make timely payment of any rebate amount or payment in lieu thereof (or installment thereof) required to be paid to the United States of America in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Bond and shall include with any such payment such other documents, certificates or statements as shall be required to be included therewith under then applicable law and regulations. Investment proceeds (including interest earnings) of the Bond may be used to make any such payments.

(f) In connection with the execution and delivery of the certificate provided for in this Section 8, the authorized officers provided for in this Section 8 are hereby authorized and empowered, on behalf of the County, to make any designations, elections, determinations or filings on behalf of the County provided for in or permitted by the Code and the regulations thereunder and to reflect the same in the such certificate and/or the IRS Form 8038-G filed in connection with the issuance of the Bond or any other documentation deemed appropriate by bond counsel to the County; provided that, only one such identified officer must sign the IRS Form 8038-G.

(g) The President and the Chief Financial Officer may execute a certificate or certificates supplementing or amending the certificate provided for in subsection (a) of this Section 8, and actions taken by the County subsequent to the execution of such certificate shall be in accordance with said certificate as amended or supplemented; provided, however, that the County shall execute any such certificate only upon receipt by it of an opinion of bond counsel addressed to the County to the effect that actions taken by the County in accordance with the amending or supplementing certificate will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bond.

(h) The County shall retain such records as necessary to document the investment and expenditure of Bond Proceeds, the uses of Bond Proceeds and of the facilities and improvements financed or reimbursed with such proceeds, together with such other records as may be required by the tax certificate or the Internal Revenue Service in order to establish compliance with requirements of the Code and the regulations thereunder as conditions to the exclusion from gross income for federal income tax purposes of interest on the Bond.

Section 9. It is hereby determined that (i) the total unpaid bonded indebtedness of the County issued pursuant to Section 6-401 of the Water and Sewer Act, less the amount of any sinking funds or reserves for payment of any bonded indebtedness previously issued under such

Section of the Water and Sewer Act at the date of adoption of this Resolution is \$32,939,050; (ii) the total assessed valuation of all property within Washington County subject to County taxation as of the end of the fiscal year 2024 (the most recently concluded fiscal year of the County) was \$1,580,397,900; and (iii) the total amount of bonded indebtedness set out in clause (i) of this Section, together with the maximum original principal amount of the Bond, will not exceed 10% of the total assessed valuation specified in clause (ii) of this Section. Accordingly, it is hereby found and determined that the issuance, sale, execution and delivery of the Bond is within the debt limit provided for in the Water and Sewer Act.

Section 10. Notwithstanding anything to the contrary contained in this Resolution, the County shall use and apply proceeds of the Bond only as permitted by the Loan Agreement, the Clean Water Act and the MWIFA Act (which is referred to in the Loan Agreement as the “Act”).

Section 11. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

Section 12. This Resolution shall take effect from the date of its adoption.

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

(SEAL)

ATTEST:

COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY

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

By: \_\_\_\_\_  
John F. Barr, President  
Board of County Commissioners  
of Washington County

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

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF LOAN AGREEMENT

[See Attached]

LOAN AGREEMENT

By and Between

MARYLAND WATER INFRASTRUCTURE  
FINANCING ADMINISTRATION

and

"Insert Name of Entity"

Dated as of "Insert Month and Day", 2024

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, made this "Insert Day" day of "Insert Month", 2024, between the Maryland Water Infrastructure Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and "Insert Name of Entity", a "Insert Entity Type" of the State (the "Borrower").

### RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "wastewater facility" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

The Act authorizes the Administration, subject to the prior approval of the Secretary of the Department and the Board of Public Works, to issue its revenue bonds for the

purpose of providing monies for deposit to the Fund. The Administration may issue and sell one or more series of such revenue bonds (the “Bonds”) for the purpose of providing monies for deposit to the Fund in an amount sufficient, together with certain other monies expected to be available for that purpose, to enable the Administration to make, or reimburse the Administration for making, a loan to the Borrower and certain other entities to assist in the financing of projects, all as contemplated by the Administration’s Intended Use Plan. The revenues from this loan and such other loans, whether or not funded from the proceeds of Bonds, may be pledged by the Administration to secure Bonds.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Infrastructure Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Infrastructure Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.



“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Bond Counsel” means a law firm acceptable to the Administration whose legal opinions are generally accepted by purchasers of municipal bonds.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. §1251 et seq., and rules and regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax statute or code, and the applicable regulations and rulings promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Indenture” means the indenture of trust, bond resolution or other trust agreement between the Administration and the Trustee, providing for the issuance of Bonds, as amended, modified or supplemented from time to time.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as Bond Counsel if qualified to act as Bond Counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Proceeds Questionnaire and Certificate” means the Loan Proceeds Questionnaire and Certificate executed and provided by the Borrower in connection with the Loan, in form and substance satisfactory to the Administration.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Tax-Exempt Bonds” means Bonds the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration (and subject to compliance with Section 2.02(1) of this Agreement). Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) an opinion of Bond Counsel [who may rely, as to the validity of this Agreement and the Note, on the opinion of Independent Counsel referred to in (i)], dated as of the Loan Closing Date, and acceptable to the Administration, to the effect that (A) interest on the Loan and the Note will be excludable from gross income for purposes of federal income taxation and (B) interest on the Loan and the Note will not be included in the alternative minimum taxable income of individuals, corporations or other taxpayers as an enumerated item of tax preference or other specific adjustment;

(iii) fully executed counterparts of this Agreement, the Note and the Loan Proceeds Questionnaire and Certificate;

(iv) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(v) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement and the Loan Proceeds Questionnaire and Certificate as of such date;

(vi) a requisition in an amount not less than the lesser of 5% of the Loan Commitment or \$50,000 for (i) reimbursement to the Borrower of Eligible Project Costs together with paid invoices supporting such reimbursement, or (ii) payment to third-parties of currently due and payable invoices for Eligible Project Costs, or (iii) a combination of (i) and (ii); and

(vii) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless (i) the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds and (ii) there shall have been delivered to the Administration an opinion of Bond Counsel to the effect that, in the opinion of such firm, such proposed application of such net proceeds will not adversely affect the tax-exempt status for federal income tax purposes of the interest on any Tax-Exempt Bonds applicable to the Project or the Note.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for

inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower



shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Bonds Not to Be Arbitrage Bonds. The Administration expects to deliver on each date of issuance of each series of Tax-Exempt Bonds a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with the Indenture, being referred to herein as the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or applicable successor provisions ("Section 148") and that states the Administration's reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Tax-Exempt Bonds within the meaning of Section 148 (collectively, "Bond Proceeds"). The Borrower covenants to provide, or cause to be provided, such facts and estimates as the Administration reasonably considers necessary to enable it to execute and deliver its Section 148 Certificate including (but not limited to) those updates required in the Loan Proceeds Questionnaire and Certificate. The Borrower further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of the Borrower providing such facts and estimates, true, correct and complete as of that date, and (ii) the Borrower will make reasonable inquiries to ensure such truth, correctness and completeness.

The Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any of the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to the Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds.

The Administration and the Borrower shall hold and invest Bond Proceeds within their control (if such proceeds are invested) in accordance with the expectations of the Administration set forth in the Section 148 Certificate. If the Administration is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary further to restrict or limit the yield on the investment of any Bond Proceeds in order to avoid any of the Tax-Exempt Bonds being considered “arbitrage bonds” within the meaning of Section 148, the Borrower shall take such action as is necessary to restrict or limit the yield on such investment, irrespective of whether the Borrower is of the same or a different opinion. Upon the request of the Borrower and receipt of advice of Bond Counsel, the Administration may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction, the Administration shall, take such action as is necessary to remove or modify a restriction or limitation on the yield on the investment of any Bond Proceeds that was formerly deemed necessary. The Administration shall incur no liability in connection with action as contemplated herein so long as the Administration acts in good faith.

The Administration contemplates and will use its best efforts to provide for the payment of rebate or penalties in lieu of rebate with respect to the Tax-Exempt Bonds pursuant to Section 148 from the proceeds of the Tax-Exempt Bonds or investment earnings thereon. However, in the event that funds from this source are inadequate to provide for any such payment of rebate or such penalties, the Borrower agrees to pay to the Administration the portion of the rebate or penalties with respect to any Tax-Exempt Bonds fairly allocable to the Loan (as reasonably determined by the Administration) upon written request of the Administration accompanied by an explanation of the method for allocating any such penalties or rebate.

In addition, the Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the monies deemed to be proceeds of any other Tax-Exempt Bonds of the Administration that would cause any such Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to such other Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Tax-Exempt Bonds. The Borrower shall have no obligation under this paragraph unless advised of such in writing by the Administration.

(1) Compliance With Loan Proceeds Questionnaire and Certificate. Without otherwise limiting the covenants or representations set forth in this Agreement or in the Loan Proceeds Questionnaire and Certificate, the representations set forth in Paragraphs 3 through 9, inclusive, and Paragraphs 11 through 14, inclusive, of the Loan Proceeds Questionnaire and Certificate are hereby incorporated as continuing representations of the Borrower, except to the extent that the Administration shall receive an opinion from Bond Counsel to the effect that any variation from such representations shall not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Borrower shall not take or permit to be taken any action or actions which would cause any Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or which would otherwise cause interest on any Tax-Exempt Bonds to be includable in gross income for federal income tax purposes.

(m) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(n) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(n).

### ARTICLE III

#### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts

advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration’s ability to make such advances may be adversely affected by events or circumstances beyond the Administration’s control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

#### Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of

principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an “Administrative Fee Payment Date”), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iii) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration’s general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately

succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement. Without limiting the foregoing, the Borrower acknowledges and agrees that monies attributable to the Borrower's Loan Commitment may at the discretion of the Administration be pledged or applied to the payment of Bonds.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.



(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Infrastructure Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and only by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the Loan Closing Date, provided this Agreement shall have been executed and delivered by all of the parties hereto on or prior to such date.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

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

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER INFRASTRUCTURE  
FINANCING ADMINISTRATION

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Jeffrey Fretwell  
Title: Director

(SEAL)

ATTEST:

BORROWER:

\_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name:  
Local Attorney for Borrower

\_\_\_\_\_  
Name:  
Assistant Attorney General

EXHIBIT A  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:**

NONE

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:**

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. The first regularly scheduled payment of interest on the Loan shall be due on February 1, 2025.
2. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 513 of the Federal Water Pollution Control Act for the entirety of construction contract costs of the Project and shall include specific language regarding compliance in its contracts and subcontracts.
3. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.
4. The Borrower agrees to comply with EPA's Final Financial Assistance Conflict of Interest Policy and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA's Final Financial Assistance Conflict of Interest Policy is found at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>

EXHIBIT A  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):**

5. If this Project is financed with the use of federal funds under CFDA # 66.458, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.
6. Borrower agrees to comply with 2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
7. The Borrower agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58) which the Borrower understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Borrower has requested and obtained a waiver pertaining to the Project that has been approved by the Administration, or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing federal agencies have otherwise advised the Borrower in writing that the Build America, Buy America Requirements are not applicable to the Project.



EXHIBIT A  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):**

8. The Borrower further agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by EPA and/or the State, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a Default or Event of Default hereunder and the Administration may exercise remedies available to it on default, including but not limited to declaring all amounts due hereunder and under the Note immediately due and payable, terminating and/or requiring repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.
9. The Borrower must disclose, in a timely manner, in writing to the EPA, the Administration, and the EPA Office of Inspector General all violations of civil False Claims Act violations and Federal criminal law violations involving fraud, bribery, or gratuity violations in connection with the Loan (including any contracts or subcontracts thereunder). The “credible evidence” standard shall be used. This is commonly defined as information “that is worthy of belief, trustworthy evidence.” Using this standard means that the Borrower does not need to make a firm legal determination that a civil or criminal law has been violated before they are required to disclose the violation to the Administration, EPA, and the EPA OIG. Disclosures to the EPA OIG should be made using the form located at [https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure\\_fillable\\_form\\_3-5-21.pdf](https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure_fillable_form_3-5-21.pdf). The form can be completed online or emailed to [OIG.Hotline@epa.gov](mailto:OIG.Hotline@epa.gov). The Borrower is also required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 321, and 41 U.S.C. 2313).

EXHIBIT B  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President

Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**DESCRIPTION OF THE LOAN**

- (1) Project Name: Smithsburg WWTP ENR Upgrade and Expansion
- (2) Maximum Principal Amount of Loan Commitment: \$ 4,488,552.00
- (3) Rate of Interest: TBD % (Based upon 50% of the 2024 average of the Bond Buyer 11-Bond Index)
- (4) Amortization Schedule:
  - (a) 20 years  
\$1,000 Mini Principal Payment Date: NA  
Date of First of 20 Amortizing Principal Payments: February 1, 2026
  - (b) Level Principal \_\_\_\_\_; or  
Level Debt Service X; or  
Other \_\_\_\_\_
- (5) Annual Administrative Fee: \$ TBD, beginning August 1, 2025.
- (6) Estimated Completion Date of Project: July 2025
- (7) Default Rate: TBD % (Based upon the 2024 average of the Bond Buyer 11-Bond Index)
- (8) Description of Project: The proposed project consists of the upgrade and expansion of the existing 0.333 million gallons per day (mgd) Smithsburg Wastewater Treatment Plant (WWTP). The WWTP upgrade involves planning, design, and construction of Enhanced Nutrient Removal (ENR) facilities to achieve Total Nitrogen (TN) removal to a level of 3.0 mg/l and Total Phosphorus (TP) to 0.3 mg/l, while the expansion is to increase the existing WWTP capacity from 0.333 mgd to a permitted design capacity of 0.45 mgd to accommodate planned growth within Washington County.

EXHIBIT B  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**DESCRIPTION OF THE LOAN (CONT.)**

(9) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above:

100 West Washington Street, Suite 3100  
Hagerstown, MD 21740-4794

DRAFT

EXHIBIT C  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**PROJECT BUDGET**

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

| <u>Description</u>                                                                                                                                                                       | <u>Allocated<br/>Amount of Loan*</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies |                                      |
| <b>Subtotal Loan:</b>                                                                                                                                                                    | <b><u>\$ 4,272,784.00</u></b>        |

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Sections 2.02(1) and 3.03(a) of the Agreement):

| <u>Description</u>                                                                                                                                                                       | <u>Allocated<br/>Amount of Loan</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies |                                     |

**Total Reimbursement at Closing:** \$ 215,768.00  
**Total Loan:** \$ 4,488,552.00

EXHIBIT C  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

C. Construction Cash Draw Schedule\*

| <u>Federal Quarter</u>       | <u>Cash Disbursements*</u>    |
|------------------------------|-------------------------------|
| FFY 24 Q4 (Jul 24 – Sep 24)  | \$ 215,768.00                 |
| FFY 25 Q1 (Oct 24 – Dec 24)  | \$ 906,392.00                 |
| FFY 25 Q2 (Jan 25 – Mar 25)  | \$ 1,122,131.00               |
| FFY 25 Q3 (Apr 25 – June 25) | \$ 1,122,131.00               |
| FFY 25 Q4 (Jul 25 – Sep 25)  | \$ 1,122,130.00               |
| <b>Total Disbursements:</b>  | <b><u>\$ 4,488,552.00</u></b> |

\* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Infrastructure  
Financing Administration  
1800 Washington Blvd.  
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Infrastructure Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Loan Agreement dated as of \_\_\_\_\_, 2024 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's \$ \_\_\_\_\_ Water Quality Bond, Series 2024, dated \_\_\_\_\_, 2024 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E  
to Loan Agreement

Borrower Name: County Commissioners of Washington County  
Address: 100 West Washington Street  
Hagerstown, MD 21740-4727  
Attention: The Honorable John F. Barr, President  
  
Project Name: Smithsburg WWTP ENR Upgrade and Expansion

**DESCRIPTION OF DEDICATED REVENUES\***

Water and sewer user charges, including any and all fees for use of the public water and sewer system or connection to it.

\* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.



\$(MAX. AMT.)

R-1

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MARYLAND

[NAME OF BORROWER]  
WATER QUALITY BOND, SERIES 2024  
Dated \_\_\_\_\_, 2024

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Infrastructure Financing Administration

\_\_\_\_\_, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$ \_\_\_\_ (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of \_\_\_\_\_, 2024 (the "Loan Agreement") by and between the Borrower and the Maryland Water Infrastructure Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of \_\_\_\_\_ per centum (\_\_\_%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the following schedule, as such schedule may be amended in accordance with the terms hereof:

| <u>Due</u><br><u>[February 1]</u> | <u>Principal</u><br><u>Amount</u> | <u>Due</u><br><u>[February 1]</u> | <u>Principal</u><br><u>Amount</u> |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 2025                              |                                   | 2035                              |                                   |
| 2026                              |                                   | 2036                              |                                   |
| 2027                              |                                   | 2037                              |                                   |
| 2028                              |                                   | 2038                              |                                   |
| 2029                              |                                   | 2039                              |                                   |
| 2030                              |                                   | 2040                              |                                   |
| 2031                              |                                   | 2041                              |                                   |
| 2032                              |                                   | 2042                              |                                   |
| 2033                              |                                   | 2043                              |                                   |
| 2034                              |                                   | 2044                              |                                   |

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is the lesser of the useful life of the Project as determined by the Administration in its sole and absolute discretion or [20] years after the date of completion of the Project (as defined in the Loan Agreement), as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid on \_\_\_\_\_, 20\_\_, and semiannually thereafter on the 1st day of \_\_\_\_\_ and \_\_\_\_\_ in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful

money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Infrastructure Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered \_\_\_\_ ) [INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Infrastructure Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or

to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the \_\_ day of \_\_\_\_, 2024.

(SEAL)

ATTEST:

[NAME OF BORROWER]

\_\_\_\_\_  
[AUTHORIZED OFFICER]

By: \_\_\_\_\_  
[AUTHORIZED OFFICER]



# Washington County, Maryland

## Budget Adjustment Form

**Preparer:** signed by Garrett, Zane M. 8/19/2024, 9:13:27 AM

(?)

- Budget Amendment
- Budget Transfer

**Fiscal Year** 2025

**Deputy Director - Finance**

*Zane Garrett*

signed by Garrett, Zane M.  
8/19/2024, 9:25:28 AM

| Expenditure / Account Number | Fund Number | Department Number | Project Number | Grant Number | Activity Code | Department and Amount Description | Increase (Decrease) +/- |
|------------------------------|-------------|-------------------|----------------|--------------|---------------|-----------------------------------|-------------------------|
| 498351                       | 32          | 42010             | TRP021         |              | 0000          | MWQ Loan Proceeds                 | 516,382                 |
| 599999                       | 32          | 42010             | TRP021         |              | CNST          | Smithsburg WwTP ENR Upgrade       | 516,382                 |

**Explain Budget Adjustment**

To increase the budget for the Smithsburg WwTP ENR upgrades project to match the anticipated proceeds of \$4,488,552. Previously approved funding in the amount of \$3,972,170 was approved during the 4/12/2022 BOCC meeting.

**Attach Additional Items**



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1683) Workers' Compensation Third Party Administrator (TPA)

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Brian Overcash, Safety Compliance Administrator, Human Resources on behalf of Rick F. Curry, CPPO, Director, Purchasing Department

**RECOMMENDATION:** Move to award the contract for Workers' Compensation Third Party Administrator Services to the responsive, responsible proposer, Davies Claims North America, Inc., (formally Johns Eastern Company, Inc.) of Lakewood, FL with the lowest Total Lump Sum Fee of \$201,747 for Fiscal Years 2025 (tentatively beginning September 1, 2024) through 2029.

**REPORT-IN-BRIEF:** The resulting contract will cover the services of a Workers' Compensation Third Party Administrator for the adjusting and administration of Washington County Workers' Compensation claims on behalf of the Washington County Self-Insurance Program. The term of the contract is for a one (1) year period tentatively commencing September 1, 2024, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter.

The Request for Proposals (RFP) was advertised on the State's *eMaryland Marketplace Advantage* web site, on the County's web site, and in the local newspaper. Twenty-eight (28) persons/firms accessed the RFP from the County's web site. Four (4) firms were represented at the Pre-Proposal Conference/Teleconference. The Coordinating Committee was comprised of the Director of Human Resources (Committee Chairman Designee), Human Resources Deputy Director, County Director of Purchasing, County Safety Compliance Administrator, County Risk Management Administrator, and Janie Thompson (Secretary non-voting).

Submittals were received from four (4) firms. Two (2) firm's Qualifications & Experience/Technical Proposal was considered non-responsive. The Price Proposals of the remaining responsive, responsible firms were opened, clarifications were obtained, and costs were as indicated on the attached matrix.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Davies proposes \$38,000 for the first-year lump sum cost. Funding for these services is in the general fund account from which all workers' compensation expenses and insurance premiums are paid.

**CONCURRENCES:** The Coordinating Committee.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Price Proposal Matrix

**PUR-1683**

**PRICE PROPOSAL TABULATION**

|                                                                      | <b>Davies Claims North America, Inc.<br/>Lakewood Ranch, FL</b> | <b>RCM&amp;D Self-Insured Services Company, Inc.<br/>(SISCO)<br/>Townson, MD</b> |
|----------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------|
| Fiscal Year 2025                                                     | \$38,000                                                        | \$65,000                                                                         |
| Fiscal Year 2026                                                     | \$39,140                                                        | \$67,000                                                                         |
| Fiscal Year 2027                                                     | \$40,314                                                        | \$68,500                                                                         |
| Fiscal Year 2028                                                     | \$41,524                                                        | \$71,000                                                                         |
| Fiscal Year 2029                                                     | \$42,769                                                        | \$73,000                                                                         |
| <b>Total Lump Sum Fees</b>                                           | <b>\$201,747</b>                                                | <b>\$344,500</b>                                                                 |
| 1. <b>Workers Compensation – Med Only</b>                            | \$200*                                                          | \$275                                                                            |
| 2. <b>Workers Compensation – Lost Time</b>                           | \$750                                                           | \$1,225                                                                          |
| 3. <b>Medical Bill Review – Per Line Fee</b>                         | zero                                                            | zero                                                                             |
| 4. <b>Per Bill minimum Fee –</b>                                     | zero                                                            | \$8.25                                                                           |
| 5. <b>Percentage of Reduction Savings</b>                            | 18% all savings                                                 | 25% of PPO reduction                                                             |
| 6. <b>Fee for Post Contract Claims Handling (flat fee per claim)</b> | \$595                                                           | \$600                                                                            |

**Davies** \*If annual claim counts exceed 20 indemnity or 75 medical only claims per year, the stated per-claim handling fees will be charged for additional claims. Supplemental Information on next page.

RCM&D Self-Insured Services Company, Inc. (SISCO) Pricing Proposal on following pages.





## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0152) – 2025 Ford Explorer AWD Ford Police Interceptor Utility Vehicles for the Sheriff’s Office

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Sheriff Brian Albert, Washington County Sheriff’s Office on behalf of Rick F. Curry, Director, Purchasing Department

**RECOMMENDED MOTION:** Move to authorize by Resolution, the Sheriff’s Office to purchase sixteen (16) – 2025 Ford Police Inceptors Utility vehicles from Apple Ford of Columbia, MD; cost per vehicle in the amount of 44,729; for the total sum amount of \$715,664 and to utilize another jurisdiction’s contract (#1B4600226) that was awarded by State of Maryland Department of General Services.

**REPORT-IN-BRIEF:** The Sheriff’s Office is requesting to purchase sixteen (16) Ford Explorers vehicles to replace vehicles that exceed the County’s Vehicle and Equipment Types and Usage Guidelines. 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. Nine (9) of the replaced vehicles will be advertised on GovDeals.com for auction and seven (7) of the replaced vehicles will be reassigned to volunteer fire, and municipalities.

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. The State of Maryland Department of General Services 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 these vehicles 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 these vehicles 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 State of Maryland Department of General Services 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 in the amount of \$984,307 are available in the department's Capital Improvement Plan (CIP) account VEH006.

**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 vehicles.

**ATTACHMENTS:** Apple Ford quote

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



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

07/11/2024

Sheriff Brian K. Albert  
 Washington County, MD  
 500 Western Maryland Parkway  
 Hagerstown, MD 21740

Quote for 2025 Ford Police Interceptor Utility Riding the MD BPO#001B4600226.

|               |                                                                         |                     |
|---------------|-------------------------------------------------------------------------|---------------------|
| Vehicle       | 2025 Ford Explorer PIU AWD                                              | \$44,129.00         |
| EQ            | 500A-ALL STD OPTIONS<br>(STD Options Listed On Second Page Of Proposal) | N/C                 |
| 99B           | 3.3L V6 Gas Engine                                                      | N/C                 |
| 44U           | 10 Speed Auto Trans                                                     | N/C                 |
| 51R           | Unity Spotlamp                                                          | \$400.00            |
| 59D           | Key Alike 0135X                                                         | \$50.00             |
| 60R           | Noise Suppression Bonds (Ground Straps)                                 | \$100.00            |
| 942           | Daytime Running Lights (non configurable)                               | \$50.00             |
|               |                                                                         |                     |
|               |                                                                         |                     |
|               |                                                                         |                     |
| Color         | Oxford White (YZ)                                                       |                     |
| Interior      | Front Cloth/Rear Vinal                                                  |                     |
|               |                                                                         |                     |
| Delivery Days | 150 Days ARO                                                            |                     |
|               | <b>Net Price Per (1) Unit:\$44,729.00 X (12) Units:</b>                 | <b>\$536,748.00</b> |

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](mailto:Jskipper@AppleFord.com).

Thank you,  
 Justin Skipper



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

07/11/2024

Sheriff Brian K. Albert  
 Washington County, MD  
 500 Western Maryland Parkway  
 Hagerstown, MD 21740

Quote for 2025 Ford Police Interceptor Utility Riding the MD BPO#001B4600226.

|               |                                                                         |                    |
|---------------|-------------------------------------------------------------------------|--------------------|
| Vehicle       | 2025 Ford Explorer PIU AWD                                              | \$44,129.00        |
| EQ            | 500A-ALL STD OPTIONS<br>(STD Options Listed On Second Page Of Proposal) | N/C                |
| 99B           | 3.3L V6 Gas Engine                                                      | N/C                |
| 44U           | 10 Speed Auto Trans                                                     | N/C                |
| 51R           | Unity Spotlamp                                                          | \$400.00           |
| 59D           | Key Alike 0135X                                                         | \$50.00            |
| 60R           | Noise Suppression Bonds (Ground Straps)                                 | \$100.00           |
| 942           | Daytime Running Lights (non configurable)                               | \$50.00            |
|               |                                                                         |                    |
|               |                                                                         |                    |
|               |                                                                         |                    |
| Color         | Agate Black (UM)                                                        |                    |
| Interior      | Front Cloth/Rear Vinal                                                  |                    |
|               |                                                                         |                    |
| Delivery Days | 150 Days ARO                                                            |                    |
|               | <b>Net Price Per (1) Unit:</b>                                          | <b>\$44,729.00</b> |

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Thank you,  
 Justin Skipper



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

07/11/2024

Sheriff Brian K. Albert  
 Washington County, MD  
 500 Western Maryland Parkway  
 Hagerstown, MD 21740

Quote for 2025 Ford Police Interceptor Utility Riding the MD BPO#001B4600226.

|               |                                                                         |                    |
|---------------|-------------------------------------------------------------------------|--------------------|
| Vehicle       | 2025 Ford Explorer PIU AWD                                              | \$44,129.00        |
| EQ            | 500A-ALL STD OPTIONS<br>(STD Options Listed On Second Page Of Proposal) | N/C                |
| 99B           | 3.3L V6 Gas Engine                                                      | N/C                |
| 44U           | 10 Speed Auto Trans                                                     | N/C                |
| 51R           | Unity Spotlamp                                                          | \$400.00           |
| 59D           | Key Alike 0135X                                                         | \$50.00            |
| 60R           | Noise Suppression Bonds (Ground Straps)                                 | \$100.00           |
| 942           | Daytime Running Lights (non configurable)                               | \$50.00            |
|               |                                                                         |                    |
|               |                                                                         |                    |
|               |                                                                         |                    |
| Color         | Dark Blue (LK)                                                          |                    |
| Interior      | Front Cloth/Rear Vinal                                                  |                    |
|               |                                                                         |                    |
| Delivery Days | 150 Days ARO                                                            |                    |
|               | <b>Net Price Per (1) Unit:</b>                                          | <b>\$44,729.00</b> |

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Thank you,  
 Justin Skipper



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

07/11/2024

Sheriff Brian K. Albert  
 Washington County, MD  
 500 Western Maryland Parkway  
 Hagerstown, MD 21740

Quote for 2025 Ford Police Interceptor Utility Riding the MD BPO#001B4600226.

|               |                                                                         |                    |
|---------------|-------------------------------------------------------------------------|--------------------|
| Vehicle       | 2025 Ford Explorer PIU AWD                                              | \$44,129.00        |
| EQ            | 500A-ALL STD OPTIONS<br>(STD Options Listed On Second Page Of Proposal) | N/C                |
| 99B           | 3.3L V6 Gas Engine                                                      | N/C                |
| 44U           | 10 Speed Auto Trans                                                     | N/C                |
| 51R           | Unity Spotlamp                                                          | \$400.00           |
| 59D           | Key Alike 0135X                                                         | \$50.00            |
| 60R           | Noise Suppression Bonds (Ground Straps)                                 | \$100.00           |
| 942           | Daytime Running Lights (non configurable)                               | \$50.00            |
|               |                                                                         |                    |
|               |                                                                         |                    |
|               |                                                                         |                    |
| Color         | Silver Gray (TN)                                                        |                    |
| Interior      | Front Cloth/Rear Vinal                                                  |                    |
|               |                                                                         |                    |
| Delivery Days | 150 Days ARO                                                            |                    |
|               | <b>Net Price Per (1) Unit:</b>                                          | <b>\$44,729.00</b> |

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



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

07/11/2024

Sheriff Brian K. Albert  
 Washington County, MD  
 500 Western Maryland Parkway  
 Hagerstown, MD 21740

Quote for 2025 Ford Police Interceptor Utility Riding the MD BPO#001B4600226.

|               |                                                                         |                    |
|---------------|-------------------------------------------------------------------------|--------------------|
| Vehicle       | 2025 Ford Explorer PIU AWD                                              | \$44,129.00        |
| EQ            | 500A-ALL STD OPTIONS<br>(STD Options Listed On Second Page Of Proposal) | N/C                |
| 99B           | 3.3L V6 Gas Engine                                                      | N/C                |
| 44U           | 10 Speed Auto Trans                                                     | N/C                |
| 51R           | Unity Spotlamp                                                          | \$400.00           |
| 59D           | Key Alike 0135X                                                         | \$50.00            |
| 60R           | Noise Suppression Bonds (Ground Straps)                                 | \$100.00           |
| 942           | Daytime Running Lights (non configurable)                               | \$50.00            |
|               |                                                                         |                    |
|               |                                                                         |                    |
|               |                                                                         |                    |
| Color         | Kodiak Brown (J1)                                                       |                    |
| Interior      | Front Cloth/Rear Vinal                                                  |                    |
|               |                                                                         |                    |
| Delivery Days | 150 Days ARO                                                            |                    |
|               | <b>Net Price Per (1) Unit:</b>                                          | <b>\$44,729.00</b> |

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

**RESOLUTION NO. RS-2024-**

***(Intergovernmental Cooperative Purchase [INTG-24-0152] 2025 Ford Explorer AWD  
Ford Police Interceptor Utility Vehicles for the Sheriff's Office)***

**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 Sheriff's Office is requesting to purchase sixteen (16) 2025 Ford Police Interceptor utility vehicles from Apple Ford of Columbia, Maryland, at a per vehicle cost of \$44,729, for a total sum of \$715,664, and to utilize another jurisdiction's contract (#1B4600226) that was awarded by the State of Maryland Department of General Services 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 economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Sheriff's Office is hereby authorized to purchase sixteen (16) 2025 Ford Police Interceptor utility vehicles from Apple Ford of Columbia, Maryland, for a total cost of \$715,664, and to utilize another jurisdiction's contract (#1B4600226) that was awarded by the State of Maryland Department of General Services to Apple Ford.

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



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0154) One (1) New 2024 F550 Extended Chassis/Cab Truck w/Reading Utility Body

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Mark Bradshaw, P.E., Division Director, Environmental Management on behalf of Rick F. Curry, Director of Purchasing Department

**RECOMMENDATION:** Move to authorize by Resolution, the Department of Water Quality to purchase one (1) new/used 2024 Ford F550 Super Duty chassis/cab with a Reading Utility body in the amount of \$111,074 from Apple Ford of Columbia, MD and to utilize another jurisdiction's contract (#00004504) that was awarded by Baltimore County, MD Procurement Office to Apple Ford.

**REPORT-IN-BRIEF:** The Département of Water Quality is requesting to purchase one (1) new 2024 Ford F550 Extended chassis/cab with a Reading utility body to replace a 1999 pickup with 196K+ miles that exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicle will be sold on GovDeals.

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 part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Baltimore County, MD Procurement Office contract and eliminating our county's bid process would result in administrative and cost savings for the Department of Water Quality and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$232,000 are budgeted in the department's Capital Improvement Budget (CIP) 37-40010-VEH007

**CONCURRENCES:** N/A

**ATTACHMENTS:** Apple Ford quote.



## Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

7/18/24

Quote for 2024 Ford F-550 With Reading Enclosed Utility Riding Baltimore County Contract #00004504

|               |                                                                            |                  |
|---------------|----------------------------------------------------------------------------|------------------|
| Vehicle       | 2024 F-550 Extended Cab 4x4                                                | \$112,874        |
| 99T           | 6.7L Diesel Engine                                                         |                  |
| 44G           | 10 Speed Auto Trans                                                        |                  |
| TGM           | 19.5" Traction Tires                                                       |                  |
| X4L           | 4.30 Limited Slip Rear                                                     |                  |
| 18B           | Platform Running Boards                                                    |                  |
| 41H           | Engine Block Heater                                                        |                  |
| 41P           | Skid Plates                                                                |                  |
| 473           | Snow Plow Prep                                                             |                  |
| 52S           | Interior Work Surface                                                      |                  |
| 535           | High Capacity Trailer Tow                                                  |                  |
| 68M           | Payload Plus 19,500 GVWR                                                   |                  |
| 76C           | Exterior Back Up Alarm                                                     |                  |
| 872           | Rear View Camera                                                           |                  |
| 96V           | XL Chrome Package<br>-Fog lamps<br>-Back Glass Defrost<br>-Remote Start    |                  |
|               |                                                                            |                  |
| Reading       | 11' 72" Tall Enclosed Utility<br>-Electric Locks<br>-Three Bar Ladder rack |                  |
|               |                                                                            |                  |
| BCD           | Baltimore County Discount                                                  | -\$1,800         |
|               |                                                                            |                  |
| Color         | Exterior: White<br>Interior: Dark Slate Vinyl                              |                  |
| Delivery Days | 90 Days                                                                    |                  |
|               |                                                                            |                  |
| Quantity: 1   | <b>Total Price for 1 Unit</b>                                              | <b>\$111,074</b> |

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1281 or by e-mail at: nruby@AppleFord.com.

Thank you,  
Noah Ruby

**RESOLUTION NO. RS-2024-**

***(Intergovernmental Cooperative Purchase [INTG-24-0154] One [1] New 2024 F550  
Extended Chassis/Cab Truck with Reading Utility Body)***

**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 Water Quality is requesting to purchase one (1) new/used 2024 Ford F550 Super Duty chassis/cab with a Knapheide crane body in the amount of \$110,074 from Apple Ford of Columbia, Maryland, and to utilize another jurisdiction’s contract (#00004504) that was awarded by Baltimore County, Maryland Procurement Office 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 economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Water Quality is hereby authorized to purchase one (1) new/used 2024 Ford F550 Super Duty chassis/cab with a Knapheide crane body in the amount of \$110,074 from Apple Ford of Columbia, Maryland, and to utilize another jurisdiction’s contract (#00004504) that was awarded by Baltimore County, Maryland Procurement Office to Apple Ford.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



Open Session Item

**SUBJECT:** FY25 Senior Citizen Activities Center Operating Fund Grant– Approval Accept Awarded Funding

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Richard Lesh, Grant Manager, Office of Grant Management and Amy Olack, CEO, Washington County Commission on Aging

**RECOMMENDED MOTION:** Move to approve the acceptance of funding awarded under the Senior Citizens Activities Center Operating Fund Grant program from the Maryland Department of Aging in the amount of \$51,572.00.

**REPORT-IN-BRIEF:** The Washington County Office of Grant Management is seeking approval on behalf of the Washington County Commission on Aging to accept funding in the amount of \$51,572.00 which will be utilized to offset the cost of salaries for the Senior Center staff.

**DISCUSSION:** The Maryland Department of Aging requires applications to only be submitted by local governments; therefore, the County is the grant applicant and will enter into a sub-recipient agreement with the Washington County Commission on Aging to implement the grant funded projects. The awarded funds will be received and disbursed through the County's Budget and Finance office and the Office of Grant Management will ensure all required fiscal and programmatic reports are submitted in an accurate and timely manner. The grant performance period is from July 1, 2024 through June 30, 2025 and matching funds are not required.

**FISCAL IMPACT:** Recurring expenses will be the sole responsibility of the Washington County Commission on Aging.

**CONCURRENCES:** Nicole Phillips, Senior Grant Manager, Office of Grant Management

**ALTERNATIVES:** Deny acceptance of awarded funds

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Alan Matheny, Director, Emergency Management, Kelly Fisher, Deputy Director, Division of Emergency Services and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of grant application to the Maryland 9-1-1 Board in the amount of \$42,351.50 and accept funding as awarded for Training, Consulting and Quality Assurance Software yearly renewals.

**REPORT-IN-BRIEF:** The Division of Emergency Services is requesting approval for the submission of grant application and to accept grant funds in the amount of \$42,351.50 from the Maryland 9-1-1 Board.

**DISCUSSION:** Washington County Emergency Services is requesting funding for Priority Dispatch annual maintenance, AQUA and Emergency Service Plan (ESP) card set license renewals, service and support costs. Priority Dispatch provides Emergency Fire, Medical, and Policy protocols and an AQUA program to perform quality assurance for the Washington County agency.

The total cost for maintenance, AQUA and ESP license renewals, services, and support provided by Priority Dispatch July 1, 2024 through June 30, 2025 (FY25) is \$42,351.50

**FISCAL IMPACT:** Provides \$42,351.50 for the Division of Emergency Services.

**CONCURRENCES:** Nicole Phillips, Senior Grant Manager, Office of Grant Management

**ALTERNATIVES:** Deny approval for submission of this request

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

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

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Nicole Phillips, Senior Grant Manager, Office of Grant Management

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

**REPORT-IN-BRIEF:** The Community Organization Funding Committee is preparing for the fiscal year 2026 application and review process. As was agreed upon when the program was created, the Board of County Commissioners shall annually determine and approve the service priority areas eligible to receive funding consideration. The Board shall also set or approve the total available funding that should be dedicated to each established service priority area.

**DISCUSSION:** Historically the Board has funded six (6) service priority areas which are: Arts & Culture, Domestic Violence, Families and Children, Recreation, Seniors and Other. These service priority areas have encompassed and included all applications received and have not excluded an organization from making application for funding.

For the purposes of the Committees' fiscal year 2026 considerations, Washington County's Chief Financial Officer has indicated \$1,200,000 is available for distribution. This amount is the same as the allocation approved for FY25. This total is subject to adjustment as the fiscal year 2026 budget is discussed.

It is the recommendation of the County's CFO and the Office of Grant Management that the amount of funding made available for each respective service priority be set as indicated below.

| <u>Service Priority Area</u> | <u>Funding Available</u> | <u>Percent of Available Funds</u> |
|------------------------------|--------------------------|-----------------------------------|
| Arts & Culture               | \$135,600                | 11.3%                             |
| Domestic Violence            | \$386,400                | 32.2%                             |
| Families & Children          | \$494,400                | 41.2%                             |
| Recreation                   | \$33,600                 | 2.8%                              |



|         |             |       |
|---------|-------------|-------|
| Seniors | \$136,800   | 11.4% |
| Other   | \$13,200    | 1.1%  |
| Total   | \$1,200,000 | 100%  |

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

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

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

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

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

**CONCURRENCES:** Kelcee Mace, Chief Financial Officer, Washington County, Maryland

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

**ATTACHMENTS:** N/A

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



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**Open Session Item**

**SUBJECT:** Employee Giving Campaign Discussion

**PRESENTATION DATE:** August 27<sup>th</sup>, 2024

**PRESENTATION BY:** Chip Rose, HR Director

**RECOMMENDED MOTION:** Motion to approve United Way as the singular partner for the Employee Giving Campaign and to end the relationship with Creating Healthier Communities (CHC).

**REPORT-IN-BRIEF:** Staff is bringing forward information related to the providers used for the Employee Giving Campaign and is seeking approval on the recommended provider of United Way of Washington County, MD.

**DISCUSSION:** During conversations with our CHC representative, we learned CHC has been charging an Administrative and Fundraising (AFR) Processing Fee of 15% on all donations given through our Employee Giving Campaign. They said this was required of all donations. Meanwhile, United Way of Washington County charges no administration fees unless you ask them to establish a relationship with a new charity (and then it's typically 5-7%). Both partners offer hundreds of charities to donate to. Both have manual enrollment forms. United Way is willing to explore automating the process with us. CHC will only allow automation if we purchase their automation software. It feels redundant to continue to partner with both non-profit organizations for the Employee Giving Campaign.

**FISCAL IMPACT:** None to the County, 15% of the employee's donation goes to CHC admin fees.

**CONCURRENCES:** Michelle Gordon, County Administrator.

**ATTACHMENTS:** A sample list of charities has been included (next page).

## UNITED WAY CHARITIES (Sample)

|    |                                               |
|----|-----------------------------------------------|
| 1  | American Red Cross                            |
| 3  | Big Brothers Big Sisters                      |
| 4  | Boys & Girls Club                             |
| 5  | Breast Cancer Awareness                       |
| 12 | Commission on Aging                           |
| 30 | Habitat for Humanity                          |
| 39 | Head Start of Washington County               |
| 44 | Horizon Goodwill Industries                   |
| 45 | Humane Society of Washington County           |
| 56 | Meritus Health                                |
| 69 | Rotary Clubs of Hagerstown                    |
| 70 | Salvation Army                                |
| 79 | Washington County Dept. of Social<br>Services |
| 81 | Washington County Family Center               |
| 90 | Women's Club of Hagerstown                    |
| 91 | YMCA                                          |



Open Session Item

**SUBJECT:** The Housing Authority of Washington County (HAWC) seeks approval of mortgage on Parkview Knoll property and release of reverter clause on said property's deed

**PRESENTATION DATE:** August 27, 2024

**PRESENTATION BY:** Morgan Gower, Executive Director of HAWC; Brian Kane, Counsel for HAWC

**RECOMMENDED MOTION:** Approve to grant a lien on the Parkview Knoll property for secured financing purposes; approve release of real property known as Parkview Knoll

**REPORT-IN-BRIEF:** The HAWC seeks to construct an office on the Parkview Knoll Housing development property granted to it by the BOCC. Approval for the mortgage is necessary for such construction. Additionally, HAWC requests a release of the reversion clauses in the Parkview Knoll deed.

**DISCUSSION:** The HAWC's current office lease at 319 East Antietam Street is set to terminate at the end of 2025. The HAWC's Board has elected to pursue construction of a new two-story building on an undeveloped part of HAWC's Parkview Knoll housing development in Williamsport in order to house HAWC in an owned facility. The deed granting Parkview Knoll to HAWC from the Commissioners requires the Commissioners' express authorization of a lien on the property. The lien currently being sought is the mortgage, through a private lender, needed to finance the construction of HAWC's new office building.

Ancillary to the first matter with the Parkview Knoll deed, HAWC's second request seeks to release the deed of its the reverter clauses constraining the property. When these clauses were placed on the property, the parcel was undeveloped; since then, the parcel was developed for low to middle income housing of the elderly as intended.

These two requests are similar to the approval sought from the Commissioners last August in regards to the Blue Mountain Estates housing development expansion, This also requires no funds from the County.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** County Attorney

**ATTACHMENTS:** Proposed Ordinance approving Release of Real Property; Confirmatory deed for Blue Mountain Estates (example of prior approved release)

ORDINANCE NO. ORD-2024

**AN ORDINANCE TO APPROVE A CONFIRMATORY DEED AND THE RELEASE  
OF CERTAIN REVERSIONARY RIGHTS IN REAL PROPERTY**

*(Housing Authority of Washington County)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to release to the Housing Authority of Washington County (the "Authority") certain real property identified on the attached Exhibit A (the "Property"), and to execute a Confirmatory Deed confirming that title to the Property is vested in the Authority and releasing the County's reversionary rights unto the Property.

2. The County approved the release of the Property in its regularly scheduled meeting on August 27, 2024.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland as no funds are to be expended from the General Fund of the County.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that: (1) title to the Property is confirmed to be held by the Authority; (2) the Property is released from any reversionary interests; and (3) the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the release of the Property.

ADOPTED this 27th day of August, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

\_\_\_\_\_  
Rosalinda Pascual  
Deputy County Attorney

## EXHIBIT A--DESCRIPTION OF PROPERTY

...all the following described parcel of ground, together with the improvements thereon and all rights, ways, privileges, water and appurtenances thereunto belonging or in any wise appertaining, situate East of Artizan Street, along the east side of the public alley, in Election District No. 2, Williamsport, Washington County, Maryland, and being more particularly described in accordance with a recent survey by Fox & Associates, Inc., dated February 28, 1979, as follows:

BEGINNING at an iron pipe on the West Bank of a stream, said iron pipe being at or near the end of the 1<sup>st</sup> or due East 418.4 feet line of a parcel of land described in a deed from the Board of Education of Washington County to the Board of County Commissioners of Washington County, dated April 6, 1978, and recorded in Liber 658, folio 36 among the Land Records of Washington County, Maryland, thence running back from said stream along an existing fenceline and binding on the lands of G. Harriet Downey (Liber 627, folio 585) North 83 degrees 37 minutes 23 seconds West 357.30 feet to a fence post in the east margin of a public alley, thence running with said marginal line the four (4) following courses and distances North 07 degrees 09 minutes 38 seconds East 13.20 feet to an iron pipe, thence North 82 degrees 31 minutes 16 seconds West 50.07 feet to an iron pipe, thence North 07 degrees 09 minutes 38 seconds East 467.93 feet to a railroad spike, thence North 08 degrees 00 minutes 00 seconds East 264.78 feet to an iron pipe in the Western bank of aforesaid stream, thence running along the West Bank with the meanderings of said stream and binding on the lands of Williamsport Park (Liber 366, folio 677) the ten (10) following courses and distances South 44 degrees 26 minutes 08 seconds East 34.05 feet to a point, thence South 54 degrees 05 minutes 38 seconds East 72.14 feet to a point, thence South 80 degrees 19 minutes 29 seconds East 154.70 feet to a point, thence South 34 degrees 53 minutes 54 seconds East 93.93 feet to a point, thence South 01 degree 48 minutes 49 seconds East 224.67 feet to a point, thence South 16 degrees 05 minutes 48 seconds East 63.14 feet to a point, thence South 01 degree 58 minutes 40 seconds West 121.96 feet to a point, thence South 03 degrees 07 minutes 10 seconds East 67.80 feet to a point, thence South 20 degrees 11 minutes 25 seconds West 97.82 feet to a point, thence South 30 degrees 25 minutes 18 seconds East 57.41 feet to the point of beginning; Containing 5.58 acres of land, more or less.

BEING all the lands conveyed by the Board of County Commissioners of Washington County, Maryland, a body politic and corporate of the State of Maryland, to the Board of Education of Washington County by Deed dated February 28, 1984, and recorded in Liber 758, folio 999 among the Land Records of Washington County, Maryland.

Prepared by:  
Lincoln Title & Settlement Services  
19638 Leitersburg Pike, Suite 202  
Hagerstown, Maryland 21742

TOTAL \$60.00  
KRT TR 01:41 pm  
Nov 21, 2023

Tax ID No. 07-025130

"1 of 2"

THIS CONFIRMATORY DEED, made this 18<sup>th</sup> day of September, 2023, by **the Board of County Commissioners of Washington County, Maryland**, a body politic and corporate of the State of Maryland (hereinafter referred to as the "Grantor"), and **the Housing Authority of Washington County**, a public body corporate and politic of the State of Maryland (hereinafter referred to as the "Grantee").

RECITALS:

WHEREAS, by deed October 20, 1981 and recorded among the Land Records of Washington County, Maryland, in Liber 736, folio 300 (the "Deed"), Grantor herein conveyed certain real property described therein unto Grantee; and

WHEREAS, the Deed contained certain instances in which the property would automatically revert to Grantor should they ever occur; and

WHEREAS, Grantor desires to confirm that, as of the date of this deed, none of the instances contained in the Deed have occurred that would have caused a reversion of title; and

WHEREAS, Grantor further desires to release the real property and the Grantee from the reversionary rights of the Grantor and to cancel and terminate any possibilities of reverter; and

WHEREAS, this Confirmatory Deed is necessary to release the Grantor's reversionary rights and to grant and convey full title unto Grantee.

WITNESSETH:

NOW, THEREFORE, for no monetary consideration, the said Grantor, does hereby grant, convey, release, assign and quitclaim unto **the Housing Authority of Washington County**, *free and clear from any reversionary rights and possibilities of reverter*, all Grantor's right, title, interest and estate in that land together with any improvements thereon and all of the rights, ways, privileges and appurtenances thereunto belonging situate in the southwest intersection of South Main Street and Bishop Lane in Election District No. 7, Smithsburg, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a planted stone being at or near the end of the first or South 25 degrees West 427.5 feet line of a parcel of land described as Parcel No. 3 in a deed from the Board of Education of Washington County, to the Board of County Commissioners of Washington County, dated August 9, 1977, and recorded in Liber 648, folio 343, among the Land Records of

Washington County, Maryland, thence binding on the lands of East View Subdivision, Lots 1 to 4, as shown on a plat recorded in Plat Folio 900, among the Plat Records of Washington County North 49 degrees 33 minutes 11 seconds West 426.40 feet to an iron pipe on the east side of Smithsburg-Pondsville Road, thence running along the east side of said road, the two following courses and distances, North 31 degrees 56 minutes 35 seconds East 80.35 feet to an iron pipe, thence North 13 degrees 18 minutes 16 seconds East 132.00 feet to a railroad spike in the south edge of Bishop Lane thence running along the south edge of said road the two following courses and distances, North 74 degrees 18 minutes 16 seconds East 310.00 feet to a railroad spike, thence North 77 degrees 13 minutes 32 seconds East 275.15 feet to a railroad spike in the western right-of-way line of South Main Street, thence running with said right-of-way line as shown on S.R.C. Plat No. 18539 the two following courses and distances, South 24 degrees 05 minutes 22 seconds East 68.22 feet to an iron pipe, thence South 20 degrees 31 minutes 29 seconds East 151.36 feet to a concrete monument, thence; running back from said road and binding on the lands of Alice R. Tracey (L.353, F.117) South 74 degrees 16 minutes 08 seconds West 180.36 feet to an iron pipe, thence binding on the lands of Herbert A. Johnson (L.224, F.666) South 31 degrees 21 minutes 38 seconds West 427.50 feet to the point of beginning containing 5.19 acres of land, more or less.

Being the same property conveyed unto the Housing Authority of Washington County, by Deed from the Board of County Commissioners of Washington County, dated October 20, 1981 and recorded on December 1, 1982, among the land records of Washington County, Maryland in Liber 736, folio 300.

This property is conveyed together with and subject to all applicable covenants, conditions, restrictions, limitations, rights of way, streets, alleys, reservations and easements of record.

To have and to hold the property with its improvements and appurtenances hereby conveyed unto the Grantee, its successors and assigns, in fee simple, forever.

The Grantor covenants to execute such further assurances of the property as may be requisite.

[Remainder of this page intentionally left blank. Signature(s) appear on the following page(s).]



WITNESS my hand and seal.

WITNESS:

Board of County Commissioners  
of Washington County, Maryland

Dawn L. Marcus

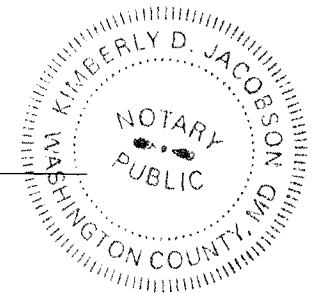
John F. Barr (SEAL)  
John F. Barr, President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 18 day of September, 2023, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr and he acknowledged the foregoing instrument to be his act and deed on behalf of the Board of County Commissioners of Washington County, Maryland, and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Official Notarial Seal.

Kimberly D. Jacobson  
Notary Public



My Commission expires: 4-25-2025

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.

Kent N. Oliver  
Kent N. Oliver

Approved as to form  
and legal sufficiency for the County:

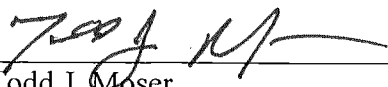
Kirk C. Downey  
Kirk C. Downey  
County Attorney

Accepted and approved for  
recording this 18<sup>th</sup> day of Sept.,  
2023.

Dawn L. Marcus  
Dawn L. Marcus  
County Clerk

Accepted and approved for

recording this 18<sup>th</sup> day of Sept.,  
2023.

  
\_\_\_\_\_  
Todd J. Moser  
Real Property Administrator

After recording, mail to:  
The Housing Authority of Washington County  
319 East Antietam Street, 2<sup>nd</sup> Floor  
Hagerstown, MD 21740

**State of Maryland Land Instrument Intake Sheet**

Baltimore City  County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------|-------------------------|
| <b>1</b>  | <b>Type(s) of Instruments</b>                                                                                                                                                                                               | ( <input type="checkbox"/> Check Box if addendum Intake Form is Attached.)                                |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           | <b>1</b>                                                                                                                                                                                                                    | Deed                                                                                                      | Mortgage                            | Other                                                                                                | Other                                                                                 |                            |                                                             |                         |
|           | <b>2</b>                                                                                                                                                                                                                    | Deed of Trust                                                                                             | Lease                               |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>2</b>  | <b>Conveyance Type Check Box</b>                                                                                                                                                                                            | Improved Sale Arms-Length [1]                                                                             | Unimproved Sale Arms-Length [2]     | Multiple Accounts Arms-Length [3]                                                                    | <input checked="" type="checkbox"/> Not an Arms-Length Sale [9]                       |                            |                                                             |                         |
| <b>3</b>  | <b>Tax Exemptions (if applicable)</b>                                                                                                                                                                                       | <b>Recordation</b>                                                                                        | <b>Confirmatory Deed</b>            |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           | (if applicable)                                                                                                                                                                                                             | <b>State Transfer</b>                                                                                     | <b>Confirmatory Deed</b>            |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           | Cite or Explain Authority                                                                                                                                                                                                   | <b>County Transfer</b>                                                                                    | <b>Confirmatory Deed</b>            |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>4</b>  | <b>Consideration and Tax Calculations</b>                                                                                                                                                                                   | <b>Consideration Amount</b>                                                                               |                                     |                                                                                                      | <b>Finance Office Use Only</b>                                                        |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Purchase Price/Consideration                                                                              | \$                                  | 0.00                                                                                                 | <b>Transfer and Recordation Tax Consideration</b>                                     |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Any New Mortgage                                                                                          | \$                                  | 2,000,000.00                                                                                         | Transfer Tax Consideration                                                            | \$                         |                                                             |                         |
|           |                                                                                                                                                                                                                             | Balance of Existing Mortgage                                                                              | \$                                  |                                                                                                      | X ( ) % =                                                                             | \$                         |                                                             |                         |
|           |                                                                                                                                                                                                                             | Other:                                                                                                    | \$                                  |                                                                                                      | Less Exemption Amount                                                                 | -                          | \$                                                          |                         |
|           |                                                                                                                                                                                                                             | Other:                                                                                                    | \$                                  |                                                                                                      | Total Transfer Tax                                                                    | =                          | \$                                                          |                         |
|           |                                                                                                                                                                                                                             | Full Cash Value:                                                                                          | \$                                  |                                                                                                      | Recordation Tax Consideration                                                         | \$                         |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     | X ( ) per \$500 =                                                                                    | \$                                                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     | <b>TOTAL DUE</b>                                                                                     | \$                                                                                    |                            |                                                             |                         |
| <b>5</b>  | <b>Fees</b>                                                                                                                                                                                                                 | <b>Amount of Fees</b>                                                                                     |                                     | <b>Doc. 1</b>                                                                                        | <b>Doc. 2</b>                                                                         | <b>Agent:</b>              |                                                             |                         |
|           |                                                                                                                                                                                                                             | Recording Charge                                                                                          | \$                                  | 20.00                                                                                                | \$                                                                                    | 75.00                      | <b>Tax Bill:</b>                                            |                         |
|           |                                                                                                                                                                                                                             | Surcharge                                                                                                 | \$                                  | 40.00                                                                                                | \$                                                                                    | 40.00                      | <b>C.B. Credit:</b>                                         |                         |
|           |                                                                                                                                                                                                                             | State Recordation Tax                                                                                     | \$                                  |                                                                                                      | \$                                                                                    |                            | <b>Ag. Tax/Other:</b>                                       |                         |
|           |                                                                                                                                                                                                                             | State Transfer Tax                                                                                        | \$                                  |                                                                                                      | \$                                                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | County Transfer Tax                                                                                       | \$                                  |                                                                                                      | \$                                                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Other                                                                                                     | \$                                  |                                                                                                      | \$                                                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Other                                                                                                     | \$                                  |                                                                                                      | \$                                                                                    |                            |                                                             |                         |
| <b>6</b>  | <b>Description of Property</b><br>SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | <b>District</b>                                                                                           | <b>Property Tax ID No. (1)</b>      | <b>Grantor Liber/Folio</b>                                                                           | <b>Map</b>                                                                            | <b>Parcel No.</b>          | <b>Var. LOG</b>                                             |                         |
|           |                                                                                                                                                                                                                             | 07                                                                                                        | 07-025130                           | 736/300                                                                                              | 0040                                                                                  | 0088                       | (5)                                                         |                         |
|           |                                                                                                                                                                                                                             | <b>Subdivision Name</b>                                                                                   |                                     | <b>Lot (3a)</b>                                                                                      | <b>Block (3b)</b>                                                                     | <b>Sect/AR (3c)</b>        | <b>Plat Ref.</b>                                            | <b>SqFt/Acreage (4)</b> |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             | 5.19 acres              |
|           |                                                                                                                                                                                                                             | <b>Location/Address of Property Being Conveyed (2)</b>                                                    |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Blue Mountain Estates, Smithsburg, MD 21783                                                               |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | <b>Other Property Identifiers (if applicable)</b>                                                         |                                     |                                                                                                      |                                                                                       |                            | <b>Water Meter Account No.</b>                              |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | <b>Residential</b> <input type="checkbox"/> <b>or Non-Residential</b> <input checked="" type="checkbox"/> |                                     | <b>Fee Simple</b> <input checked="" type="checkbox"/> <b>or Ground Rent</b> <input type="checkbox"/> |                                                                                       | <b>Amount:</b>             |                                                             |                         |
|           |                                                                                                                                                                                                                             | <b>Partial Conveyance?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            |                                     | <b>Description/Amt. of SqFt/Acreage Transferred:</b>                                                 |                                                                                       |                            |                                                             |                         |
|           | If Partial Conveyance, List Improvements Conveyed:                                                                                                                                                                          |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>7</b>  | <b>Transferred From</b>                                                                                                                                                                                                     | <b>Doc. 1 – Grantor(s) Name(s)</b>                                                                        |                                     |                                                                                                      | <b>Doc. 2 – Grantor(s) Name(s)</b>                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | The Board of County Commissioners of Washington County, Maryland                                          |                                     |                                                                                                      | The Housing Authority of Washington County                                            |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | <b>Doc. 1 – Owner(s) of Record, if Different from Grantor(s)</b>                                          |                                     |                                                                                                      | <b>Doc. 2 – Owner(s) of Record, if Different from Grantor(s)</b>                      |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>8</b>  | <b>Transferred To</b>                                                                                                                                                                                                       | <b>Doc. 1 – Grantee(s) Name(s)</b>                                                                        |                                     |                                                                                                      | <b>Doc. 2 – Grantee(s) Name(s)</b>                                                    |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | The Housing Authority of Washington County                                                                |                                     |                                                                                                      | Lincoln Title and Settlement Services, LLC, as Trustee                                |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | <b>New Owner's (Grantee) Mailing Address</b>                                                              |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | 319 East Antietam Street, 2nd Floor, Hagerstown, MD 21740                                                 |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>9</b>  | <b>Other Names to Be Indexed</b>                                                                                                                                                                                            | <b>Doc. 1 – Additional Names to be Indexed (Optional)</b>                                                 |                                     |                                                                                                      | <b>Doc. 2 – Additional Names to be Indexed (Optional)</b>                             |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      | Housing Assistance Council                                                            |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>10</b> | <b>Contact/Mail Information</b>                                                                                                                                                                                             | <b>Instrument Submitted By or Contact Person</b>                                                          |                                     |                                                                                                      |                                                                                       |                            | <input type="checkbox"/> Return to Contact Person           |                         |
|           |                                                                                                                                                                                                                             | Name: Elizabeth F.Z. Bryan, Settlement Officer                                                            |                                     |                                                                                                      |                                                                                       |                            | <input type="checkbox"/> Hold for Pickup                    |                         |
|           |                                                                                                                                                                                                                             | Firm: Lincoln Title and Settlement Services, LLC                                                          |                                     |                                                                                                      |                                                                                       |                            | <input checked="" type="checkbox"/> Return Address Provided |                         |
|           |                                                                                                                                                                                                                             | Address: 19638 Leitersburg Pike, Suite 202<br>Hagerstown, MD 21742 Phone: (240 ) 513-4380                 |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
| <b>11</b> | <b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>                                                                                                                                       |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           | <b>Assessment Information</b>                                                                                                                                                                                               | Yes                                                                                                       | <input checked="" type="checkbox"/> | No                                                                                                   | Will the property being conveyed be the grantee's principal residence?                |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Yes                                                                                                       | <input checked="" type="checkbox"/> | No                                                                                                   | Does transfer include personal property? If yes, identify: _____                      |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             | Yes                                                                                                       | <input checked="" type="checkbox"/> | No                                                                                                   | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). |                            |                                                             |                         |
|           | <b>Assessment Use Only – Do Not Write Below This Line</b>                                                                                                                                                                   |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           | Terminal Verification                                                                                                                                                                                                       | Agricultural Verification                                                                                 |                                     | Whole                                                                                                | Part                                                                                  | Tran. Process Verification |                                                             |                         |
|           | Transfer Number                                                                                                                                                                                                             | Date Received:                                                                                            |                                     | Deed Reference:                                                                                      |                                                                                       | Assigned Property No.:     |                                                             |                         |
|           | Year                                                                                                                                                                                                                        | 20                                                                                                        | 20                                  | Geo.                                                                                                 | Map                                                                                   | Sub                        | Block                                                       |                         |
|           | Land                                                                                                                                                                                                                        |                                                                                                           |                                     | Zoning                                                                                               | Grid                                                                                  | Plat                       | Lot                                                         |                         |
|           | Buildings                                                                                                                                                                                                                   |                                                                                                           |                                     | Use                                                                                                  | Parcel                                                                                | Section                    | Occ. Cd.                                                    |                         |
|           | Total                                                                                                                                                                                                                       |                                                                                                           |                                     | Town Cd.                                                                                             | Ex. St.                                                                               | Ex. Cd.                    |                                                             |                         |
|           | <b>REMARKS:</b>                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |
|           |                                                                                                                                                                                                                             |                                                                                                           |                                     |                                                                                                      |                                                                                       |                            |                                                             |                         |

Space Reserved for County Validation