



**OFFICE OF THE COUNTY ATTORNEY**

Washington County Administration Building  
100 West Washington Street, Room 202  
Hagerstown, Maryland 21740-4735  
Telephone: 240-313-2230  
FAX: 240-313-2231  
D/HoH Call: 7-1-1 for Maryland Relay

March 10, 2014

MAR 13 2014

[REDACTED]

Re: Right-of-Way Agreement

Dear Mr. [REDACTED]

Please find enclosed a fully executed Agreement between the BCC and [REDACTED]

If you have any questions, please feel free to contact my office.

Very truly yours,

Kendall A. Desaulniers  
Assistant County Attorney

KAD/kdb  
Enclosures



## USE OF COUNTY RIGHT-OF-WAY AGREEMENT

THIS USE OF COUNTY RIGHT-OF-WAY AGREEMENT ("Agreement") dated the 10 day of March, 2018 is made by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), 100 West Washington Street, Hagerstown, Maryland 21740, and [REDACTED]

[REDACTED] a Maryland corporation ("the HOA"), [REDACTED] President of the Board of Directors for [REDACTED]

The County and the HOA are sometimes referred to individually as "Party" or collectively as the "Parties" in this Agreement.

### RECITALS

1. A single-family residential project on a certain parcel of real property ("the Property") more particularly described in a deed dated February 18, 2004, recorded among the land records of Washington County, Maryland, in Liber 2256, folio 603, from Nicholas A. Giannaris, individually, and Nicholas A. Giannaris, George A. Giannaris, and Konstantine A. Giannaris, each individually and as partners trading as Giannaris Brothers, to Valley Land and Development, LLC, has been constructed in Washington County, Maryland, and is known, generally, as [REDACTED]

2. The HOA, whose members are or will be owners of the Property, in accordance with the approved subdivision of the Property and transfer of individual lots to individual owners, has been formed to ensure the perpetual and continuous maintenance of certain common areas located on the Property.

3. Two (2) traffic circles ("the Improvements"), located at the north and south entrances of the Property, are within the Property's boundary lines and within the County's right-of-way for travel lanes. The north and south entrances of the Property are depicted on the Google earth map attached as Exhibit A. The Improvements currently contain existing trees and shrubs that are maintained by the County. The existing trees and shrubs are shown on the traffic circle sketches attached as Exhibit B.

4. The HOA wishes to beautify and perform supplemental maintenance within the Improvements, specifically by relocating traffic signs and existing plants within the Improvements; installing additional grasses, shrubs, and plants

in the Improvements; and constructing stone walls with signage in the Improvements. The locations of the HOA's proposed beautification project in the Improvements are shown on Exhibit B.

5. The County is in agreement with the HOA's request for permission to beautify and perform supplemental maintenance within the Improvements, as depicted in Exhibit B and the perspective sketches of the traffic circles and signs attached as Exhibit C, and in accordance with the terms and conditions of this Agreement regarding the commitments and covenants the County requires the HOA to undertake with respect to the Improvements.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the terms and conditions of this Agreement, the County and the HOA, agree as follows:

1. Recitals. The above Recitals are and shall be considered substantive terms of this Agreement.

2. HOA's Right-of-Way Utilization. The HOA shall not, while installing or maintaining the proposed beautification project, damage or disturb any portion of the Improvements without prior written approval by the County. The HOA will defend, indemnify, and hold harmless the County from and against all expenses, costs, or claims for any damages to the Improvements that may result from the HOA's activities in furtherance of this Agreement. Nothing in this Agreement shall be construed to give or grant to the HOA any ownership rights to any or all of the Improvements or to authorize the HOA to conduct any activity in the County's right-of-way within the Property boundary lines, except within the Improvements as defined in this Agreement. The HOA agrees to comply with all state and local laws, ordinances, resolutions, regulations, and codes applicable to its activities under and in furtherance of this Agreement. If the HOA fails to perform supplemental maintenance within the Improvements pursuant to this Agreement, the County reserves the right, upon the HOA's failure to act and cure within a reasonable amount of time after notice from the County, to perform said maintenance to the extent necessary to ensure public safety and passage in the travel lanes on the Property.

3. Conditions. The HOA's proposed beautification project in the Improvements is acceptable and approved by the County, subject to the following Conditions:

a. Any and all non-crashworthy items, including, but not limited to, walls, trees, pillars, monuments, and similar items and structures, placed within the Improvements as depicted in Exhibits

B and C, shall be set back at least seven (7) feet from the edge of the roadway pavement within the traffic circles.

b. Any and all future non-crashworthy items, including, but not limited to those identified in the preceding paragraph, placed along the subdivision roads on the Property shall be outside of the County's right-of-way for travel lanes and shall be set back at least seven (7) feet from the edge of the roadway pavement. The installation of any and all future said items shall require prior approval of the Washington County Division of Public Works.

c. The HOA and its contractors/subcontractors shall perform all work in furtherance of this Agreement in accordance with the applicable Maryland State Highway Administration Standards for Highways and Incidental Structures—Traffic Control Standards, as shown on the attached Exhibit D, or provide an alternate traffic control plan to the Washington County Division of Engineering and Construction Management prior to commencing any work in furtherance of this Agreement.

d. The HOA and its contractors/subcontractors will obtain the approval of the Risk Manager for Washington County, prior to the commencement of installation, to ensure adequate insurance coverage pursuant to the Insurance provisions of this Agreement.

4. Insurance. For the duration of time that this Agreement is in effect, the HOA and/or its contractors/subcontractors shall procure and maintain, at its and/or their sole expense, insurance coverage that meets or exceeds the requirements set forth in the attached Exhibit E, Washington County's Policy No. P-4, Insurance Requirements for Independent Contractors. The HOA agrees to add the County as an additional insured to any insurance policy that the HOA may purchase and/or maintain to satisfy the terms and conditions of this Agreement and also agrees to give its contractors/subcontractors notice that the County must be named as an additional insured on any insurance policy under which it performs work and/or provides services for the HOA in furtherance of this Agreement. The HOA and its contractors/subcontractors will provide certificates of insurance to the County no later than one (1) week prior to the commencement of any and all work performed and/or services provided in furtherance of the HOA's obligations under this Agreement.

5. Duration of Agreement; Termination. This Agreement shall become effective as of the date of the last Party to sign and shall remain in full force and effect unless and until the Parties agree to terminate the Agreement in a writing that is signed by both Parties and that unequivocally states the Parties' mutual intentions to terminate this Agreement. The HOA acknowledges, however, that

the County reserves the unilateral right to terminate this Agreement in the event that an item or items placed in the Improvements by the HOA, pursuant to this Agreement, is or becomes an impediment to public safety and passage in the travel lanes on the Property and is not otherwise remediable except by removal of the item or items and/or termination of this Agreement.

6. HOA's Other Structures and/or Projects. The County is aware that the HOA desires and/or intends to construct additional structures that may include, but may not be limited to, stone pillars and/or monuments or other similar types of structures, at the north and south entrances of the Property. The Parties agree that the HOA's construction of any and all said additional structures will not be permitted by the County unless said additional structures are constructed outside the boundary lines of the County's right-of-way for travel lanes and are set back at least seven (7) feet from the edge of the roadway pavement. The HOA acknowledges that, to the extent that it desires and/or intends to construct additional structures, outside the boundary lines of the County's right-of-way for travel lanes, on privately owned real estate at the north and south entrances of the Property or at any other privately owned location within the boundary lines of the Property, the HOA is solely responsible for acquiring the consent of any and all landowners on whose property the HOA desires and/or intends to construct said additional structures. The HOA assumes any and all liability arising from the construction of said additional structures on private property and agrees to wholly indemnify and hold the County harmless from and against any and all actions, liability, claims, suits, damages, costs, and expenses of any kind, including attorney fees and court costs, that arise as a result of the HOA's actions taken in furtherance of this Agreement. An exemplary-only sketch of a structure to which this paragraph refers is attached as Exhibit F.

7. Indemnification; Covenant Not to Sue. To the fullest extent permitted by law, the HOA, for itself and its officers, members, employees, agents, servants, guests, invitees, and insurers, shall indemnify and hold the County harmless, including its departments, agents, servants, employees, and insurers, from and against any and all actions, liability, claims, suits, damages, costs, and expenses of any kind, including attorney fees and court costs, that result from any injury, loss, or damage to persons or property arising as a result of the HOA's construction, placement, and/or maintenance of any and all crashworthy and/or non-crashworthy structures, pillars, monuments, and other items placed within the County's right-of-way for travel lanes or on privately owned real estate within the boundary lines of the Property. However, nothing in this Agreement shall act as a waiver or limitation of any immunities or limitations of liability that the HOA, its officers, members, employees, agents, servants, guests, invitees, and insurers, may have by virtue of and in accordance with any applicable law.

Further, the HOA voluntarily releases, discharges, and covenants not to sue the County, its departments, agents, servants, employees, and insurers, for any injury, loss, or damage to persons or property arising as a result of the HOA's construction, placement, and/or maintenance of any and all crashworthy and/or non-crashworthy structures, pillars, monuments, and other items placed within the County's right-of-way for travel lanes or on privately owned real estate within the boundary lines of the Property.

8. Binding Agreement. This Agreement shall be binding upon the Parties and their respective legal representatives, successors, and assigns.

9. Applicable Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any legal action or proceeding, brought or instituted with respect to any dispute or disagreement arising hereunder or with respect to any breach of the terms and provisions of this Agreement, shall be brought in a court of competent jurisdiction in Washington County, Maryland. The Parties submit to the jurisdiction of any court sitting in Washington County and the State of Maryland, over any suit, action, or proceeding arising out of or relating to this Agreement.

10. Agreement Amendment. The terms and conditions of this Agreement cannot be altered, changed, waived, or otherwise affected except by written consent of the Parties.

11. Assignment. This Agreement may not be assigned without the written consent of the non-assigning Party. Any assignment or attempted assignment made without the required written consent shall be null and void.

12. Complete and Voluntary Agreement. The Parties acknowledge that this Agreement sets forth their entire agreement and that they have entered into this Agreement freely and voluntarily, with an equal hand, such that this Agreement will not be deemed to have been prepared or drafted by either Party.

FOR THE COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND

Vicki C. Lumm  
Vicki C. Lumm, Clerk

BY: Terry L. Baker  
Terry L. Baker, President

Date Signed: 3/10/2014

FOR HOA:

ATTEST:

[REDACTED]

Susan A. Story

BY: [REDACTED]  
President, Board of Directors

[REDACTED]

Date Signed: 2/24/14

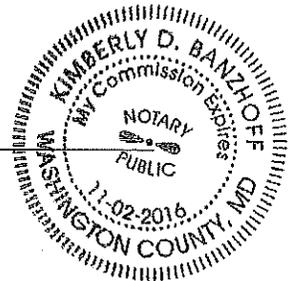
STATE OF MARYLAND, COUNTY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 10 day of March, 2014, before me, a Notary Public in the State of Maryland, personally appeared Terry L. Baker, who acknowledged himself to be the President of the Board of County Commissioners of Washington County, Maryland, known or satisfactorily proven to me to be the person whose name is subscribed to this document, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission expires: 11/2/2016

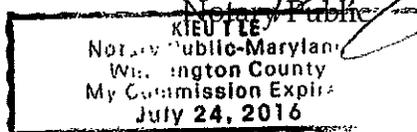


STATE OF MARYLAND, COUNTY OF Washington, TO WIT:

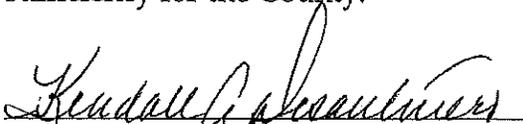
I HEREBY CERTIFY that on this 24<sup>th</sup> day of February, 201~~3~~<sup>4</sup>, before me, a Notary Public in and for the State and County aforesaid, personally appeared [REDACTED] who acknowledged himself to be the President of the Board of Directors of the [REDACTED] known or satisfactorily proven to me to be the person whose name is subscribed to this document and acknowledged that he executed it on behalf of [REDACTED] as its duly authorized President of the Board of Directors.

AS WITNESS my hand and Notarial Seal.

My Commission expires:

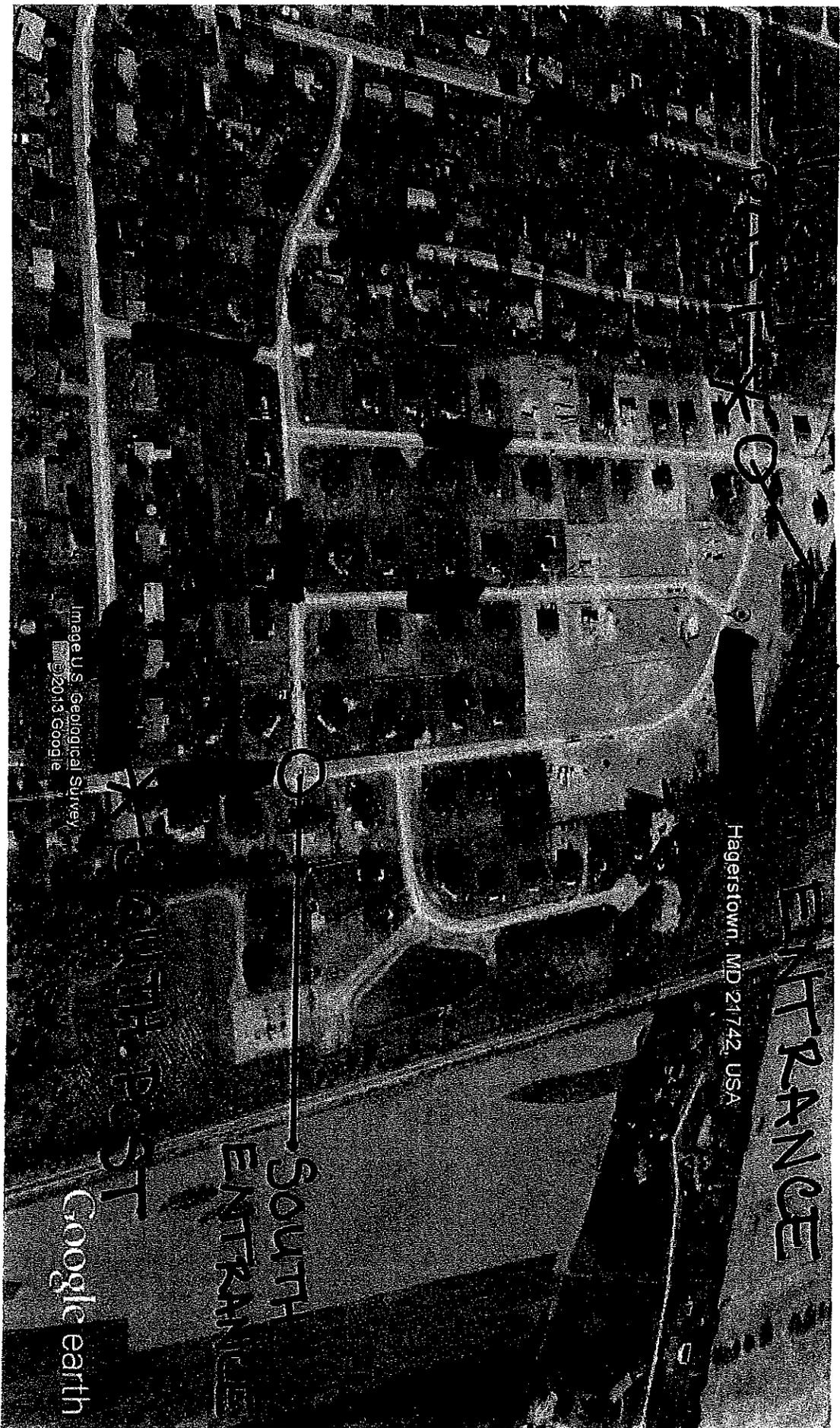


Approved as to form and legal sufficiency for the County:

  
Kendall A. Desaulniers  
Assistant County Attorney

Exhibits:

- A - Google Earth map showing north and south entrances of [REDACTED]
- B - Traffic circle sketches
- C - Perspective sketches of traffic circles and signs
- D - Maryland State Highway Administration Standards for Highways and Incidental Structures
- E - Washington County Policy P-4, Insurance Requirements for Independent Contractors
- F - Perspective sketch of pillar



Google earth

feet  
meters

1000

500

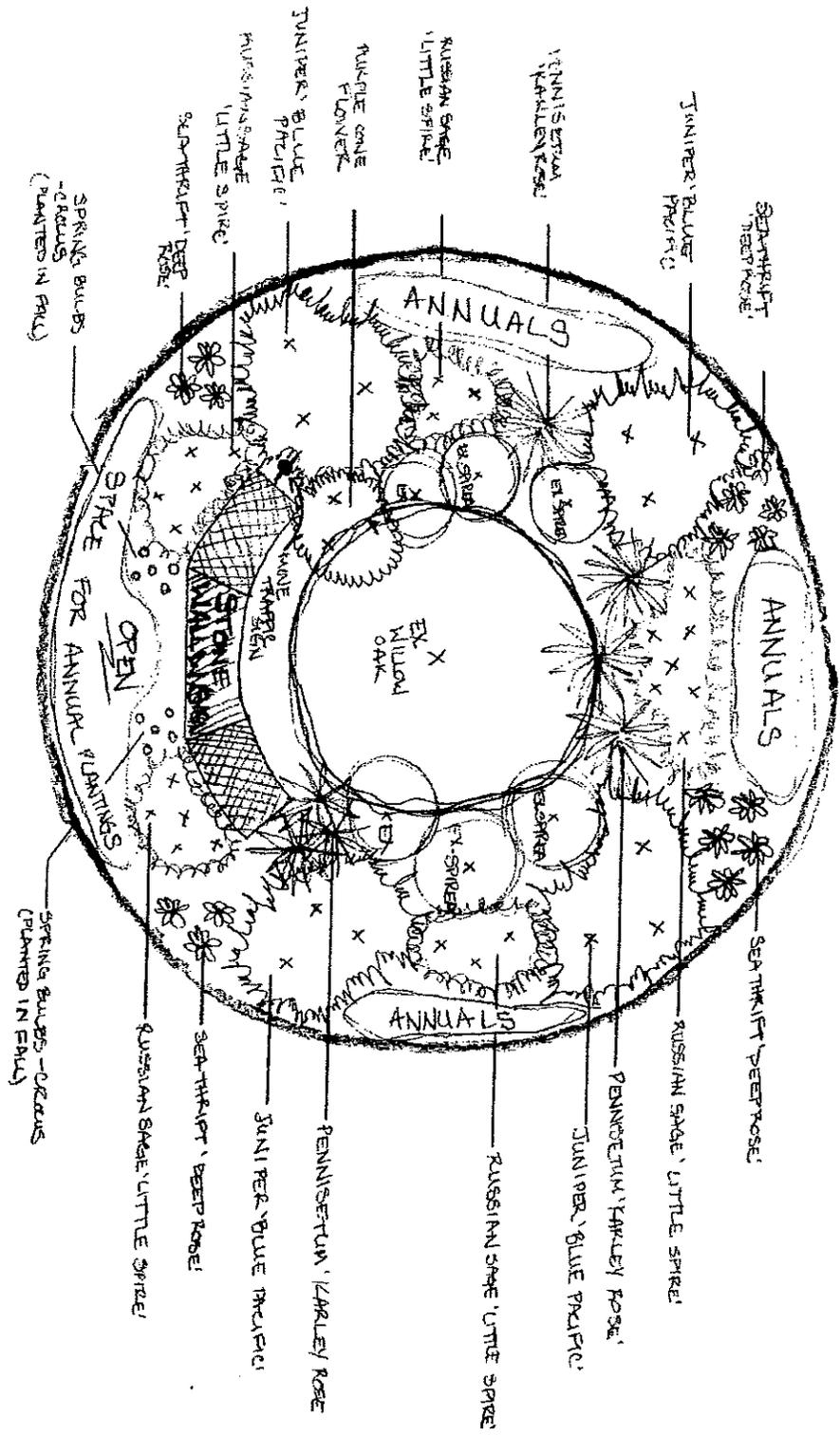


2) Location of proposed entrance designs



Exh. A





Exh. B  
Page 2 of 2


  
 OREGON GARDEN CENTER  
 6710 Independence Road  
 Corvallis, OR 97331

COMMUNITY ENTRANCE DESIGN - NORTH  
 SIGN AND TRAFFIC CIRCLE PLANTINGS

SCALE: 1/2" = 1'

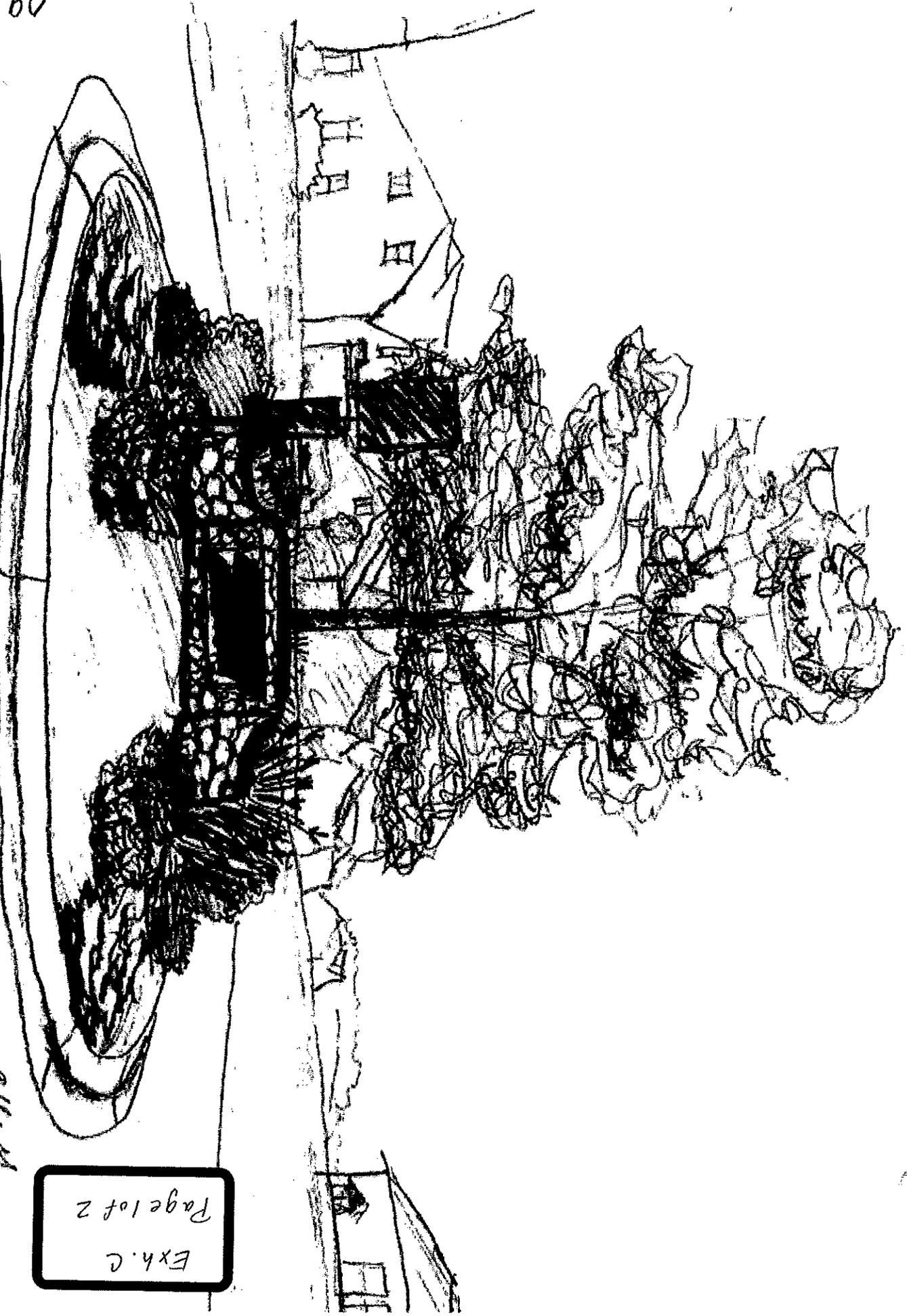
01.16.2013

66

Perspective Sketch -



- North Entrance Traffic Circle and Sign



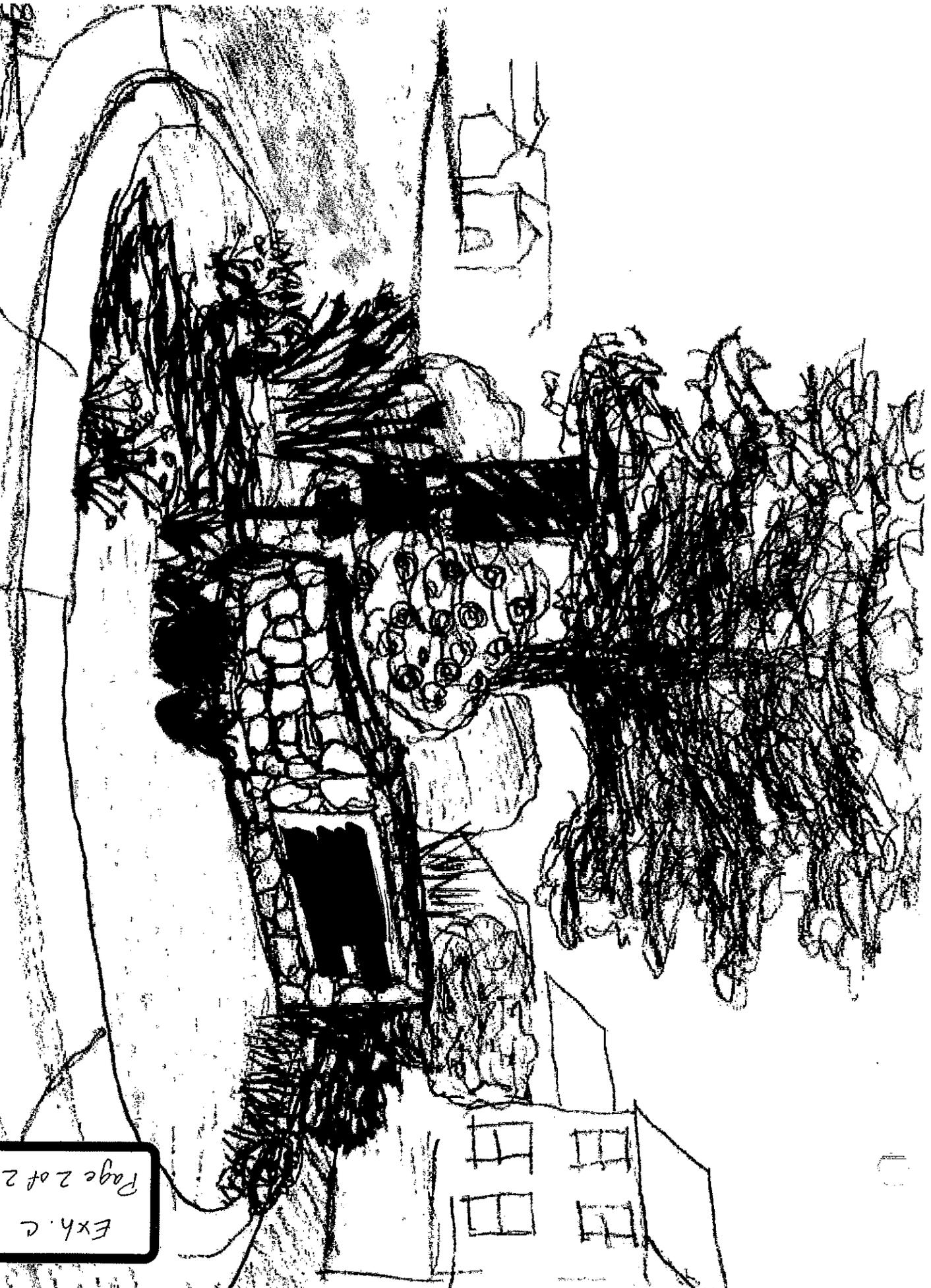
Exh. C  
Page 1 of 2

*Handwritten signature*

30

Perspective Sketch -

South Entrance Traffic Circle and Sign



Exh. C  
Page 2 of 2

TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION

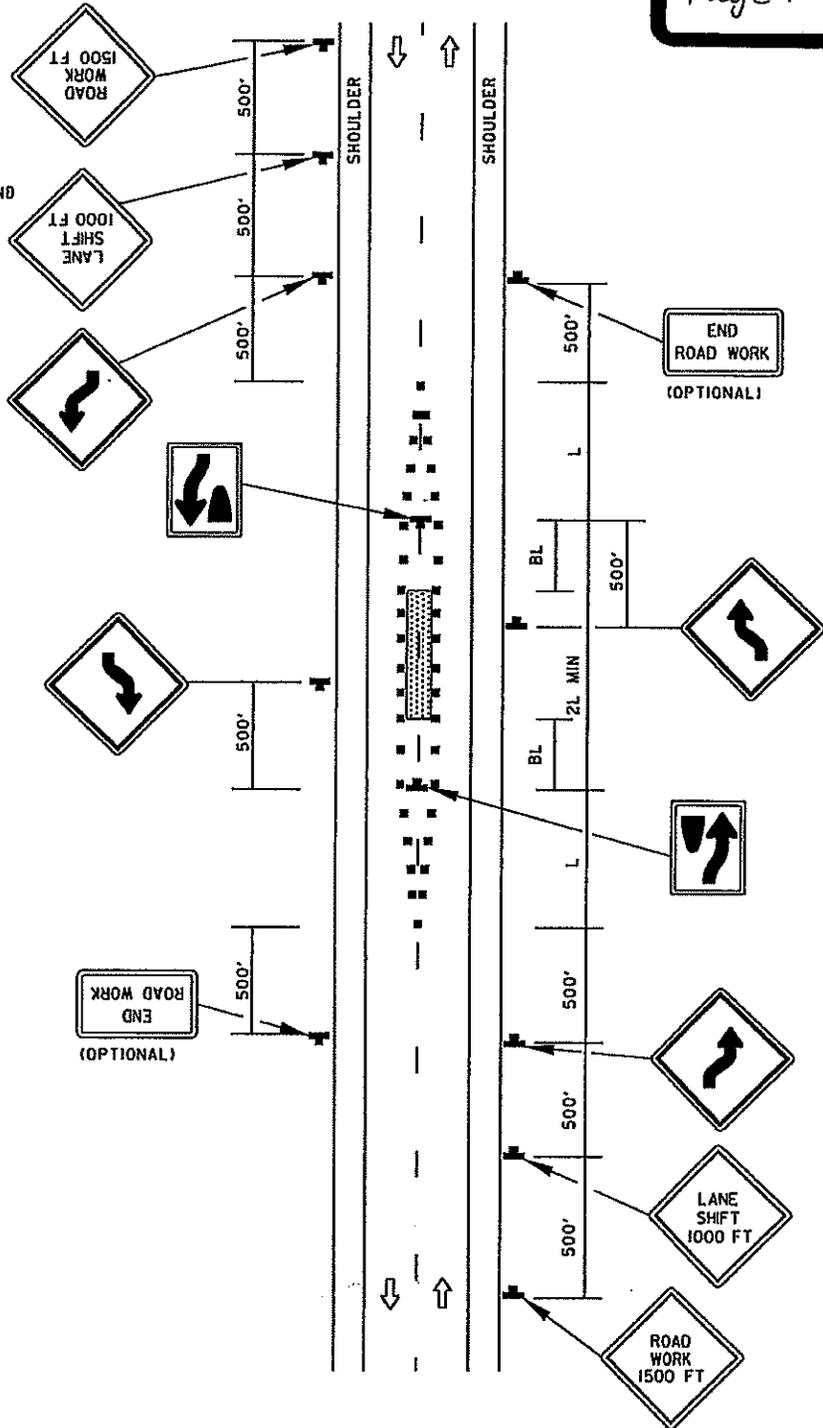
**IMPORTANT:**  
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 - MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 - MD 104.01-81

**NOTE:**  
THE LANES ON EITHER SIDE OF THE CENTER WORK SPACE SHALL HAVE A MINIMUM WIDTH OF 10 FT AS MEASURED FROM THE NEAR EDGE OF THE CHANNELIZING DEVICES TO THE EDGE OF PAVEMENT OR THE OUTSIDE EDGE OF PAVED SHOULDER.

THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.

**KEY:**

- ■ CHANNELIZING DEVICES
- SIGN SUPPORT
- FACE OF SIGN
- ↑ DIRECTION OF TRAFFIC
- ▨ WORK SITE



SPECIFICATION 104	CATEGORY CODE ITEMS
APPROVED	<i>[Signature]</i> DIRECTOR - OFFICE OF TRAFFIC AND SAFETY
	APPROVAL • SHA REVISIONS
	APPROVAL 8-20-03
	REVISED 8-11-10
	REVISED
APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 9-23-03
REVISED 10-5-10	REVISED
REVISED	REVISED
REVISED	REVISED

**Maryland Department of Transportation**  
**STATE HIGHWAY ADMINISTRATION**  
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES  
**WORK IN CENTER OF LOW-VOLUME ROAD**  
**2-LANE, 2-WAY / EQL/LESS THAN 40 MPH**  
**15 MIN - 12 HRS. OR DAYTIME ONLY**  
STANDARD NO. MD 104.02-06

**TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION**

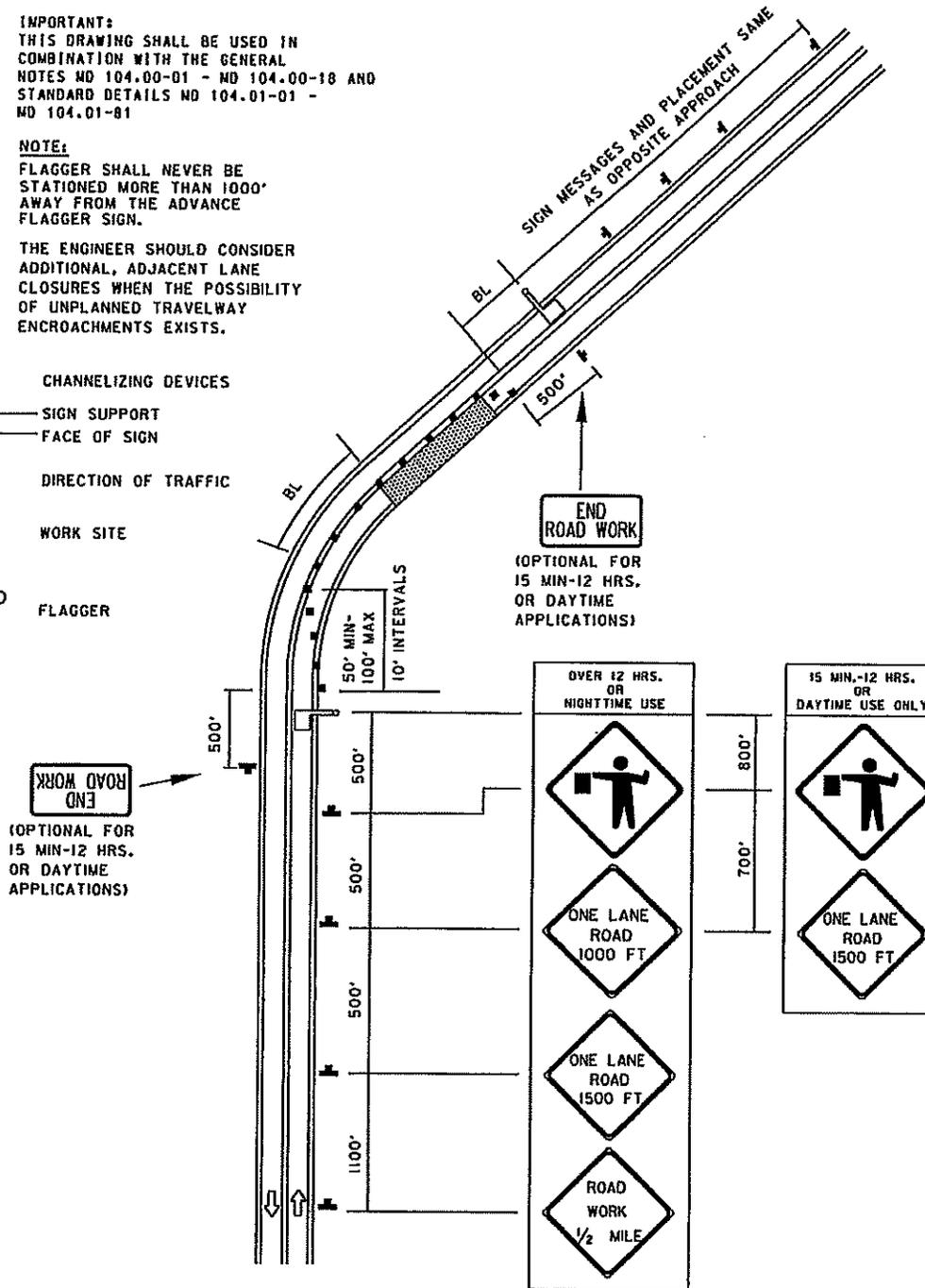
**IMPORTANT:**  
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 - MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 - MD 104.01-81

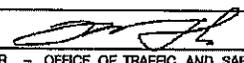
**NOTE:**  
FLAGGER SHALL NEVER BE STATIONED MORE THAN 1000' AWAY FROM THE ADVANCE FLAGGER SIGN.

THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.

**KEY:**

- CHANNELIZING DEVICES
- ▬ SIGN SUPPORT
- ▬ FACE OF SIGN
- ↑ DIRECTION OF TRAFFIC
- ▨ WORK SITE
- ⌋ FLAGGER



SPECIFICATION <b>104</b>	CATEGORY CODE ITEMS
APPROVED	 DIRECTOR - OFFICE OF TRAFFIC AND SAFETY
	APPROVAL • SHA REVISIONS
	APPROVAL 8-20-03
	REVISED 8-11-10
	REVISED
	REVISED
APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 9-23-03
REVISED 7-29-10	REVISED
REVISED	REVISED
REVISED	REVISED

**Maryland Department of Transportation**  
**STATE HIGHWAY ADMINISTRATION**  
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

**FLAGGING OPERATION/2-LANE, 2-WAY**  
**EQ/LESS THAN 40 MPH**

**STANDARD NO. MD 104.02-10**

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**POLICY NUMBER:** P-4

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.≡

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation-	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Exh. E  
33

Policy P-4 (con=t)

2. **Comprehensive General Liability Insurance (con=t)**

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain, at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991  
Effective Date: August 27, 1991  
Revision Date: March 4, 1997  
Effective Date: March 4, 1997

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

**INSURANCE REQUIREMENTS FOR INDEPENDENT  
CONTRACTORS  
Policy # P-4**

**SUMMARY OF REQUIREMENTS**

MINIMUM insurance requirements:

**General Liability:** \$1,000,000 combined single limit for Bodily Injury and Property Damage

**Business Automobile Liability:** \$1,000,000 combined single limit for Bodily Injury or Property Damage

**Workers Compensation:** State statutory requirements and/or Employers Liability coverage in the amount of \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee.

**NAMED INSURED:** The Board of County Commissioners of Washington County, Maryland **MUST BE NAMED AS ADDITIONAL INSURED UNDER ALL LIABILITY POLICES.**

**QUESTIONS OR ASSISTANCE CALL:**

Becky Maginnis, Risk Management Administrator  
Direct Dial: 240-313-2352  
Fax: 240-313-2351  
100 West Washington Street, Rm 251  
Hagerstown, MD 21740

# Quick Tips Understanding the Acord Certificate of Insurance

Washington County, Maryland

**1. PRODUCER**  
Insurance Agent/Broker who issues certificate.

**2. NAME OF INSURED**  
Must be the legal name of the contracting party.

**3. TYPES OF INSURANCE**  
Must include the types of insurance required by contract.

**4. POLICY FORM**  
"Claims made" or "occurrence" form

**5. NAMED ADDITIONAL INSURED**  
The Board of County Commissioners of Washington County, MD must be named as additional insured.

**6. CERTIFICATE HOLDER**  
Must be Board of County Commissioners of Washington County MD

ACORD - CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER Bill Jones Insurance Agency License #0C32E05 40 E. Main St. Ste. 1100 Baltimore, MD 21202 Ph.#: 600/693-605		09/02/99			
COMPANIES AFFORDING COVERAGE					
INSURED XYZ Construction P. O. Box 41229 Hagerstown, MD 21740		COMPANY LETTER A TRAVELERS INDEMNITY OF MICHIGAN			
		COMPANY LETTER B RELIANCE INSURANCE OF PENNSYLVANIA			
		COMPANY LETTER C STATE INSURANCE COMPANY			
		COMPANY LETTER D			
		COMPANY LETTER E			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAME(S) ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THESE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY SUB-CLASSES.					
COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS (IN THOUSANDS)
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CLAIMS MADE AND OCCURRENCE <input type="checkbox"/> OCCURRENCE	NGA0105086-09	10/1/06	10/1/07	GENERAL AGGREGATE \$ 1,000,000 PRODUCT-COMPONENTS AGGREGATE \$ 3,000,000 PERSONAL & ADVERTISING AGGREGATE \$ 3,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (by one fire) \$ MEDICAL EXPENSE (by one person) \$ Excluded
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> EXEMPTED AUTOS <input checked="" type="checkbox"/> RENT AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HOUSEHOLD LIABILITY	0105081-RDE	4/7/07	4/7/08	BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ BIODIVERSITY \$ BIODIVERSITY \$ BIODIVERSITY \$ BIODIVERSITY \$ BIODIVERSITY \$
C	GLASS LIABILITY <input checked="" type="checkbox"/> UNIVERSAL FORM <input type="checkbox"/> OTHER THAN UNIVERSAL FORM	46699898	1/10/07	1/10/08	BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	JKA010-9087654	4/7/07	4/7/08	BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000 BIODIVERSITY \$ 1,000,000
DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS / SPECIAL ITEMS The Board of County Commissioners, Washington County, MD, its appointed or selected officials, officers, agents, and employees are named as additional insureds					
CERTIFICATE HOLDER Board of County Commissioners of Washington County, MD 100 W. Washington St. Hagerstown, MD 21740 Attn: County Dept		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE THIS MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAILED TO THE LEFT, BUT EARLIER TO THIS, SUCH NOTICE SHALL IMPOSE NO OBLIGATION ON THE INSURANCE COMPANY UNLESS THE COMPANY IS ADVISED BY THE CERTIFICATE HOLDER.			
ACORD 25-S (3/88)		AUTHORIZED REPRESENTATIVE <b>Bill Jones</b> PRODUCER CORPORATION 1988			

**7. POLICY EFFECTIVE DATE**  
Must be prior to or coincidental with effective date of contract.

**8. POLICY EXPIRATION DATE**  
If occurrence form, date must be on or after termination of contract

**9. LIMITS OF INSURANCE**  
Must be the same or greater than required by contract. See minimums below.

**10. DESCRIPTION OF OPERATIONS**  
The County is named additional insured here; place & event sometimes described here.

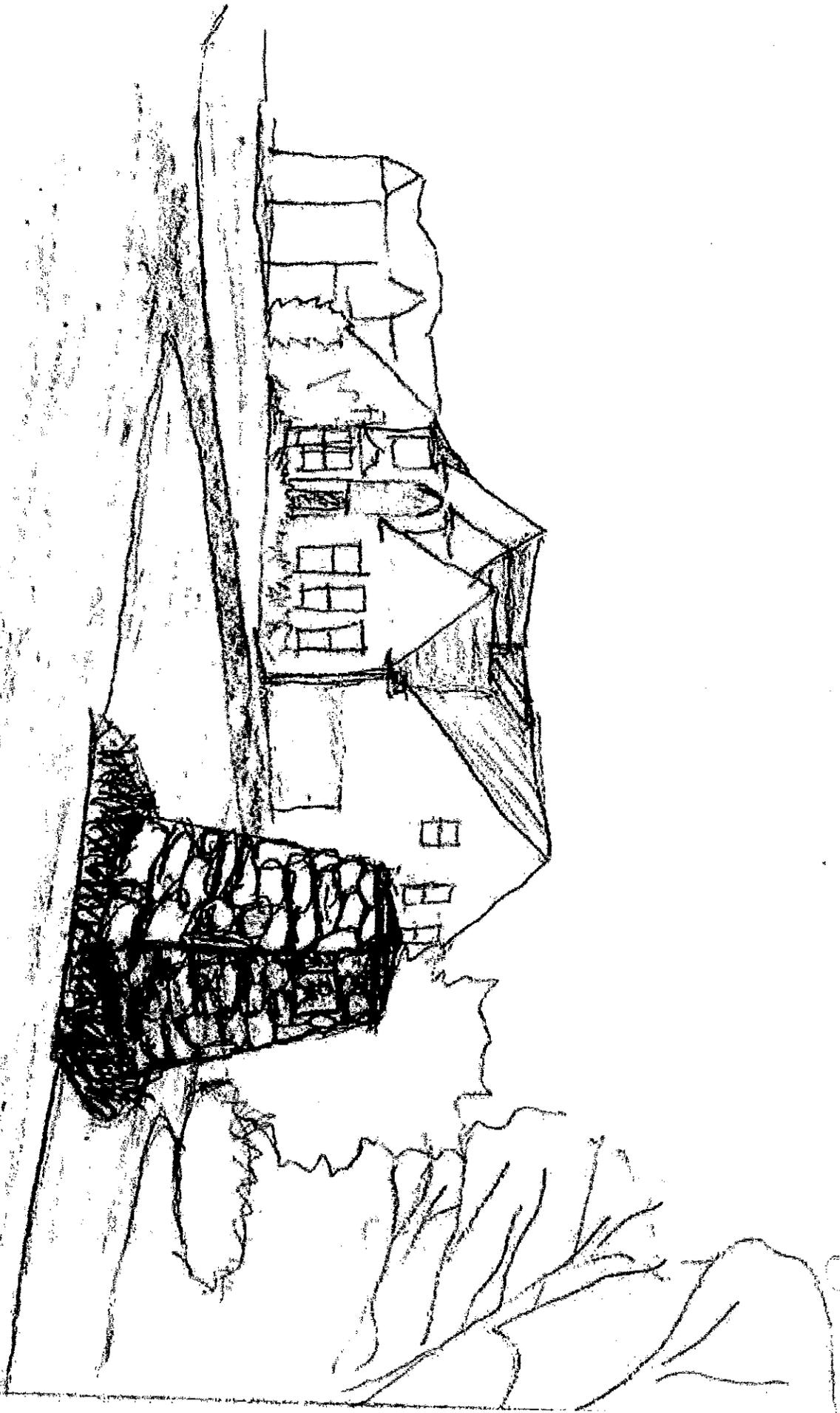
**11. NOTICE OF CANCELLATION**  
Must be modified as indicated; 30 days required.

**12. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

**The ACORD Certificate of Insurance**

- 1. THE PRODUCER:** Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
- 2. NAME OF INSURED:** Must be legal name of contracting party.
- 3. TYPES OF INSURANCE:** Must include types required by contract.
- 4. POLICY FORM:** Will indicate claims-made or occurrence form; see "8. Policy Expiration Date" and Glossary for additional information.
- 5. NAMED ADDITIONAL INSURED:** The Certificate must state, either under Description of Operations or by attached endorsement, that Board of County Commissioners is additional insured.
- 6. CERTIFICATE HOLDER:** Must be Board of County Commissioners of Washington County, MD -- Include department, contact person.
- 7. POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.

- 8. POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
- 9. LIMITS OF INSURANCE:** Must be same or greater than required by contract.
- 10. DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.
- 11. NOTICE OF CANCELLATION:** This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the certificate holder named to the left."
- 12. AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.



Exh. F.