

**81st Regular Session
Mayor and City Council
November 24, 2015
Agenda**

7:00 PM - November 24, 2015 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Penny M. Nigh

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - *Adopted September 24, 2013*
- B. Use of cell phones during meetings is restricted
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule
 - 1. Tuesday, December 1, 2015 - Work Session at 4:00 p.m.
 - 2. Tuesday, December 8, 2015 - Work Session at 4:00 p.m.
 - 3. Tuesday, December 15, 2015 - Regular Session at 7:00 p.m.
 - 4. Tuesday, December 22, 2015 - No Meeting
 - 5. Tuesday, December 29, 2015 - No Meeting

V. GUESTS

Proclamation: Small Business Saturday

VI. CITIZEN COMMENTS

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

October 6, 2015, October 13, 2015, and October 20, 2015

X. CONSENT

A. Community and Economic Development

- 1. Western Maryland BluesFest - 2016 Budget

A. Fire

- 1. Annual Uniform Purchase - BJ's Custom Creations (Hagerstown, MD) \$34,200.00

B. Parks and Engineering

1. Playground Equipment - 4 Deck Modular Play System - Miracle Recreation (Dallas, TX)
\$20,024.00

XI. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Amendments to the City of Hagerstown Police & Fire Employees' Retirement Plan
- B. Approval of an Ordinance: To Amend the Code of the City of Hagerstown Chapter 64, Building Construction, To Update and Correct a Reference to the Applicable International Energy Conservation Code

XII. NEW BUSINESS

- A. Approval of a Resolution: Memorandum of Understanding with Washington County Child Advocacy Center
- B. Approval of a Resolution: Lease Agreement with Alevo Energy Storage Systems at Fairground Substation
- C. Approval of a Resolution: Tax Exemptions for Alevo Energy Storage Systems at Fairground Substation
- D. Approval of a Resolution: Lease Agreement with Alevo Energy Storage Systems at Wesel Substation
- E. Approval of a Resolution: Tax Exemptions for Alevo Energy Storage Solutions at Wesel Substation
- F. Approval of Bulk Road Salt Purchase - Mid-Atlantic Salt, LLC (Narbeth, PA) Budget \$123,000.00 (\$73.90 per ton)
- G. Approval of Bulk Diesel Fuel Purchase - Cato, Inc. (Salisbury, MD) \$187,581.00 (\$1.5425 per gallon)
- H. Approval of Bulk Gasoline Purchase - Mansfield Oil Co. (Gainesville, GA) \$244,107.00 (\$1.4691 per gallon)
- I. Approval of Utilities Bulk Chemical Purchase - Water Division \$583,196.00 (multiple vendors) and Wastewater Division \$660,335.00 (multiple vendors)
- J. Approval of Purchase of Light Department Bucket Truck - Altec Industries, Inc. (Plains, PA) \$225,673.00
- K. Approval of Payment to Blackwell 2, LLC for USMH Student Housing Project: Catalyst Project 3
- L. Approval of Acceptance of Community Oriented Policing Services (COPS) Hiring Grant

XIII. ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Councilmember Penny M. Nigh

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor and City Council Action Required:

Discussion:

Financial Impact:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

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- A. Rules of Procedure - *Adopted September 24, 2013*
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation: Small Business Saturday

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Financial Impact:

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Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

October 6, 2015, October 13, 2015, and October 20, 2015

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Western Maryland BluesFest - 2016 Budget

Mayor and City Council Action Required:

Staff seek Mayor and City Council approval at the November 24, 2015 Regular Session meeting for authorization of the 2016 Western Maryland Blues Fest budget.

Discussion:

As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2016 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. Also if the Committee finds they have additional revenue and believe additions to the program would enhance the event, this budget can be amended. Staff will be available during preliminary agenda review on November 17, 2015 to answer any questions. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account, but are not shown in the Blues Fest budget attached.

The festival will be held on June 2 – 5, 2016. This is the 21st year for the event

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2016_Blues_Budget_111315.pdf

Description

Western Maryland Blues
Fest - 2016



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
Gaela S. M. Shoop – Community Events Coordinator

November 13, 2015

TO: Valerie Means, City Administrator
FROM: Gaela S. M. Shoop, Community Events Coordinator
RE: **WESTERN MARYLAND BLUES FEST - 2016**

Staff seek Mayor and City Council approval at the November 24, 2015 Regular Session meeting for authorization of the 2016 Western Maryland Blues Fest budget. As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2016 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. Also if the Committee finds they have additional revenue and believe additions to the program would enhance the event, this budget can be amended. Staff will be available during preliminary agenda review on November 17, 2015 to answer any questions. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account, but are not shown in the Blues Fest budget attached.

The festival will be held on June 2 – 5, 2016. This is the 21st year for the event.

□ □ □ □

Attachment

cc: Jill Frick, Director of Community and Economic Development
Carl Disque, Western Maryland Blues Fest
Julie Donat, Western Maryland Blues Fest

Blues Fest 2016

Budget

Revenues	2016 Proposed
Admissions	\$65,000
Other Revenue – Beer, Vendors, Merch.	\$43,292
Corporate	\$101,500
Local Arts Council	\$1,500
State Arts Council	\$14,008
Total Revenues	\$225,300
Expenses	
Artist	\$58,400
Technical	\$40,000
Educational	\$5,500
Outside Services – Merch.	\$13,700
Outside Services – Tent, Fencing, Etc.	\$13,700
Artist Lodging / Hospitality	\$8,000
Other – Hospitality, Insurance, Supplies, Etc.	\$40,500
Marketing	\$45,500
Total Expenses	\$225,300
Please note this does not include \$52,000 of City Services.	

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Annual Uniform Purchase - BJ's Custom Creations (Hagerstown, MD) \$34,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_Consent_Form.pdf
Fire_Bid_Documents.pdf

Description

Consent Form
Memo

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of _____**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Fire Department By: Steve Lohr, Fire Chief
Account Number: 0112001 Account / Project Name: 5572
Budget Amount: 40000.00 Account Balance: 34682.00 Year: 16 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
	Annual Uniform Purchase	Varies
	Cost varies by number of items purchased. Each employee is allotted \$450.00 per	
	contract year to purchase uniforms/boots.	

TOTAL VALUE OF PROJECT: Estimated cost
\$34,200.00

ABOVE TO BE USED FOR:

As approved in the Departmental Standard Operating Procedures each employee shall receive an annual uniform allotment to include any combination of: pants, golf style shirts, work t-shirts, ball cap, uniform work jacket , shorts, sweat shirts and sweat pants.

Recommended Vendor:

Business Name: BJ's Custom Creations

Address: 900 Sweeney Drive

City, State: Hagerstown, Maryland


Bid/Proposal/Quote No.: B1600.16

OTHER VENDORS:

Firm	City/State	Total Amount
Witmer Public Safety Group, Inc.	Williamsport, Maryland	Vendor does not offer all items needed.

(1) Department Manager

RECOMMEND FOR PURCHASE
FOR LABOR CONTRACT.


11/17/15 Signature / Date

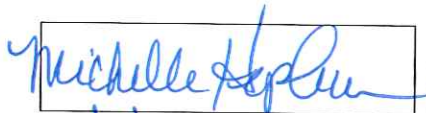
(2) Purchasing Agent:

Recommend Approval.


Signature / Date


(3) Finance Manager:

Recommend approval.


11/18/15 Signature / Date

(4) City Administrator's Recommendation:

Recommend approval


Signature / Date
11/18/15

BID B1600.16

Hagerstown Fire Fighter Clothing
(SUBMIT 3 COPIES)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: BJ'S CUSTOM CREATIONS

CONTACT NAME: JEFF HULL

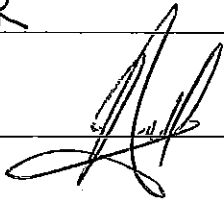
TELEPHONE NUMBER: 301-733-9500 X121

ADDRESS: 900 SWEENEY DRIVE

CITY: HAGERSTOWN STATE: MD ZIP: 21740

This form was completed and submitted by: JEFF HULL
(Please print or type full name)

Title of Individual: OWNER

Signature of Individual: 

BID B1600.16

Hagerstown Fire Fighter Clothing
(SUBMIT 3 COPIES)

BJ'S CUSTOM CREATIONS

Bidder's Company Name

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: _____

Date: 1/12/15

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

BID B1600.16

Hagerstown Fire Fighter Clothing
(SUBMIT 3 COPIES)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: BJ'S CUSTOM CREATIONS

ADDRESS: 900 SWEENEY DRIVE HAGERSTOWN, MD 21740

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: JEFF HULE - OWNER

TELEPHONE & FAX NUMBER: 301-733-9500 X121 F-301-733-9501

DATE: 11/12/15 FEDERAL EMPLOYER'S IDENTIFICATION NO. 52-2040386

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

☐ Yes

☒ No

BID B1600.16

Hagerstown Fire Fighter Clothing
(SUBMIT 3 COPIES)

Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

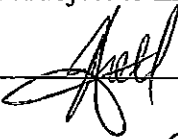
All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

Signature



Date

11/12/15

BJ'S CUSTOM CREATIONS

Company Name

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
1	Description: Beanie-style winter hat with HFD embroidered on the front Brand: Richardson Style: Microfleece Beanie 120/R20 Color: Navy Additional: High-quality, anti-pilling MicroFleece; four form-fitting panels; wide fleece bottom for stylish proportions; eight inch length			One Size Fits All	0-20	14.50
					21-40	13.50
					41-60	11.50
					61-80	11.00
					81-100	10.50
					+100	10.00

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
2	Description: Winter hat with HFD embroidered on the front Brand: Yupoong Style: 100% Acrylic Knit Cap with Cuff 1501KC Color: Navy Additional: Yupoong Knit Cap With Cuff. 100% acrylic. Approximately 12" long to allow for cuff.			One Size Fits All	0-20	13.50
					21-40	12.50
					41-60	10.50
					61-80	10.00
					81-100	9.50
					+100	9.00

ID
agerstown Fire Fighter Clothing

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
3	Description: Flex-fit style hat with HFD embroidered on the front Brand: Flex Fit Style: 5001 V-Flex Fit Cotton Twill Color: Navy Additional: 6-panel, mid-profile fitted cap, fused hard buckram, 8 rows of stitching on a Permacurv visor, 3 ½" crown, with silver under-visor			S-M	0-20	14.50
					21-40	14.00
					41-60	13.50
					61-80	13.00
					81-100	12.50
					+100	12.00
				L-XL	0-20	14.50
					21-40	14.00
					41-60	13.50
					61-80	13.00
					81-100	12.50
					+100	12.00

Lagerstown Fire Fighter Clothing

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
4	Description: Mesh athletic shorts with pockets with HFD screen printed on the left leg Brand: Champion Style: 81622, Long Mesh Shorts with Pockets Color: Navy Additional: 3.7oz, 100% polyester mesh, 9" inseam, four needle stitching on waistband, inside drawstring, side vents, full athletic fit, double needle stitching on bottom hem			S - XL	0-20	16.95
					21-40	14.95
					41-60	14.95
					61-80	14.95
					81-100	14.95
					+100	14.50
				XXL - XXXXL	0-20	16.95
					21-40	14.95
					41-60	14.95
					61-80	14.95
					81-100	14.95
					+100	14.50

Lagerstown Fire Fighter Clothing

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
5	Description: Sweatpants with full embroidered logo with IAFF L1605 or VOLUNTEER Rocker Brand: Champion Style: P2442 P800 Color: Navy Additional: 9oz, 50/50 open bottom pants with double needle stitching, covered elastic waistband with inside drawstring, side-seam pockets			S - XL	0-20	24.50
					21-40	22.00
					41-60	22.00
					61-80	22.00
					81-100	22.00
					+100	22.00
				XXL - XXXXL	0-20	26.50
					21-40	24.00
					41-60	24.00
					61-80	24.00
					81-100	24.00
					+100	24.00

ID
Hagerstown Fire Fighter Clothing

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
6	Description: Sweatshirt with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: Champion Style: S1780 Color: Navy Additional: 9.7oz, 90/10 Cotton Max Crew, full athletic fit, 2x1 rib with Lycra Spandex Trim, v-notch crew neck, woven tape across the back of the neck, contrast half-moon facing at back of neck			S - XL	0-20	29.95
					21-40	26.95
					41-60	26.95
					61-80	26.95
					81-100	26.95
					+100	26.95
				XXL - XXXXL	0-20	XXL 3XL 31.50 34.95
					21-40	28.45 31.45
					41-60	28.45 31.45
					61-80	28.45 31.45
					81-100	28.45 31.45
					+100	28.45 31.45

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
7	Description: Track Pants with full embroidered logo with IAFF L1605 or VOLUNTEER Rocker Brand: Champion Style: Tenacity Men's Warm-Up Pants, CP4570 Color: Navy, Navy/White Additional: 100% brushed-back polyester, Super-smooth knit fabric feels great against your skin. (It's brushed inside for chafe-resistant softness.), Covered <u>elastic waist</u> flexes for comfortable fit. (Has adjustable inner draw-cord.), Lower-leg zippers allow instant on-and-off, Sleek side-seam pockets provide convenient storage, Side contrast piping adds sporty modern style.			S - XL	0-20	34.00
					21-40	30.00
					41-60	30.00
					61-80	30.00
					81-100	30.00
					+100	30.00
				XXL - XXXXL	0-20	Add \$2.00
					21-40	For EACH X TO ABOVE
					41-60	
					61-80	
					81-100	
					+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
8	Description: Mock Turtleneck with HFD embroidered in the neck Brand: Devon & Jones Sueded Mock Turtleneck Cotton Jersey Style: D420 Color: Navy Additional: Plush 100% Tanguis Cotton jersey, brushed to perfection, generous fit, double needle stitching throughout, spandex in collar and cuffs, side vents			S - XL	0-20	26.00
					21-40	21.00
					41-60	21.00
					61-80	21.00
					81-100	21.00
					+100	21.00
				XXL - XXXXL	0-20	Add \$2.00
					21-40	FOR EACH X TO ABOVE
					41-60	
					61-80	
					81-100	
					+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
9	Description: Firefighter's Job Shirt with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: GAME Style: 811 Color: Navy or Ash Additional: 20oz linear (12oz square), 95/5 cotton/polyester superweight fleece; Self-material lay-down collar; set-in sleeves; Knit cuffs and bottom band; 7" brass zipper; Right pocket with 9" depth; pockets on each side for hands			S - XL	0-20	46.50
					21-40	46.50
					41-60	46.50
					61-80	46.50
					81-100	46.50
					+100	44.95
				XXL - XXXXL	0-20	\$ + 2.00 EACH
					21-40	Additional X
					41-60	
					61-80	
					81-100	
					+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
10	Description: Short-sleeve polo shirt with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker Brand: 5.11 Style: 41060 Color: Navy or White Additional: Naturally textured 6.8oz, 100% cotton pique knit; Uniquely proportioned for men or women; looks clean, neat and professional; Wrinkle, shrink and fade resistant; stay flat, no-roll collar, convenient left-arm pen pockets			S - XL	0-20	45.00
					21-40	39.50
					41-60	39.50
					61-80	39.50
					81-100	39.50
					+100	39.50
				XXL - XXXXL	0-20	46.00
					21-40	41.50
					41-60	41.50
					61-80	41.50
					81-100	41.50
					+100	41.50

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered		Size	Quantity	Price
		Yes	No			
11	Description: Long-sleeve polo shirt with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker Brand: 5.11 Style: 42056T Color: Navy or White Additional: Naturally textured 6.8oz, 100% cotton pique knit; Uniquely proportioned for men or women; looks clean, neat and professional; Wrinkle, shrink and fade resistant; stay flat, no-roll collar, convenient left-arm pen pockets			S - XL	0-20	51.00
					21-40	44.50
					41-60	44.50
					61-80	44.50
					81-100	44.50
					+100	44.50
				XXL - XXXXL	0-20	52.00
					21-40	46.50
					41-60	46.50
					61-80	46.50
					81-100	46.50
					+100	46.50

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered	Size	Quantity	Price
12	Description: T-shirt with screen printed logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: Hanes Style: Beefy-T, 6307 Color: Navy Additional: 100% cotton jersey, 6.1 oz, Ultra-soft premium cotton feels great against your skin, Non-chafe fabric taping reinforces neck and shoulders, Lay Flat tag-free collar keeps its shape wash after wash, Durable double stitching trims sleeves and bottom hem, Full cut provides roomier fit (Preshrunk to stay true to size), Washable		S - XL	0-20	24.00
				21-40	14.00
				41-60	11.00
				61-80	10.50
				81-100	10.00
				+100	9.50
			XXL - XXXXL	0-20	24.00
				21-40	15.50
				41-60	12.50
				61-80	12.00
				81-100	10.50
				+100	10.00

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered	Size	Quantity	Price
13	Description: Long Sleeve T-shirt with screen printed logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: Hanes Style: Beefy-T, 6319 Color: Navy Additional: Comes in a hefty 6.1-oz. weight for added durability, Shoulder-to-shoulder taping helps prevent raveling and rip-out, Full cut assures roomy comfort, Soft, <u>pure cotton</u> (100%) feels terrific all day long, Sturdy, two-needle trim at sleeves and bottom hem, Tightly knit for smoothness and strength, Washable.		S - XL	0-20	26.00
				21-40	17.50
				41-60	14.50
				61-80	14.00
				81-100	13.50
				+100	13.00
			XXL - XXXXL	0-20	26.00
				21-40	17.50
				41-60	14.50
				61-80	14.00
				81-100	13.50
				+100	13.00

BID
Hagerstown Fire Fighter Clothing

Item	Description/Details	Offered	Size	Quantity	Price
14	Description: Hooded sweatshirt with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: Champion Style: S700 Color: Navy Additional: 50% cotton, 50% polyester; 1x1 rib with spandex at waist and cuffs; Two-ply hood; Front pouch pocket with bartacks for durability; Sideseamed; Matching drawstring		S - XL	0-20	36.00
				21-40	33.50
				41-60	32.50
				61-80	31.50
				81-100	30.50
				+100	29.50
			XXL - XXXXL	0-20	XXL XXXL +2.00 +3.00
				21-40	
				41-60	
				61-80	
				81-100	
				+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered	Size	Quantity	Price
15	Description: Hooded sweatshirt with Zipper with full chest embroidered logo with IAFF L1605 or VOLUNTEER Rocker and a screen print outline of the word FIRE on the rear (10"wide, 5"tall) Brand: Champion Style: S800 Color: Navy Additional: 50% cotton/50% polyester; 9-oz.; 2-ply hood; cover stitched throughout; set-in sleeves; rib-knit cuffs and waistband		S - XL	0-20	40.00
				21-40	36.50
				41-60	35.50
				61-80	34.50
				81-100	33.50
				+100	32.50
			XXL - XXXXL	0-20	XXL XXXL +2.00 +3.00
				21-40	
				41-60	
				61-80	
				81-100	
				+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered	Size	Quantity	Price
16	Description: Work coat with a heavyweight 12 oz. cotton canvas shell with 6 oz. Polyfill® quilted lining in body, 4 oz. Polyfill® quilted lining in sleeves; with full embroidered logo with IAFF L1605 or VOLUNTEER Rocker AND embroidered name Brand: Trimountain Style: 4800 Color: Navy Additional: Features two front pockets with one right chest zippered pocket, and one inner low left pocket with zipper. Corduroy collar. Adjustable snaps on waist and cuff tabs.		S – XL	0-20	84.95
				21-40	84.95
				41-60	84.95
				61-80	84.95
				81-100	84.95
				+100	84.95
			XXL - XXXXL	0-20	XXL XXXL +2.00 +3.00
				21-40	
				41-60	
				61-80	
				81-100	
				+100	

BID**Hagerstown Fire Fighter Clothing**

Item	Description/Details	Offered	Size	Quantity	Price
17	Description: Coveralls with full embroidered logo with IAFF L1605 or VOLUNTEER Rocker AND embroidered name Brand: Berne Style: C210 Color: Navy Additional: multiple pockets with zippers, cuff and leg snaps, zippered chest pockets, and more		S - XL	0-20	55.00
				21-40	55.00
				41-60	55.00
				61-80	55.00
				81-100	55.00
				+100	55.00
			XXL - XXXXL	0-20	XXL XXXL +2.00 +3.00
				21-40	
				41-60	
				61-80	
				81-100	
				+100	

BID B1600.16

Hagerstown Fire Fighter Clothing
(SUBMIT 3 COPIES)

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Company: LOUDDOWN CO. FIRE / RESCUE
Contact: Michelle Redman
Phone Number: 1-571-258-3155
Date of Service: CONTINUOUS CUSTOMER
Value: \$ 9000.00

2. Company: WASHINGTON CO. BOARD OF ED
Contact: LISA FREEMAN
Phone Number: 301-766-2842
Date of Service: CONTINUOUS CUSTOMER
Value: \$ 15,000.00

3. Company: CITY OF HAGERSTOWN FIRE DEPT
Contact: Adam Hopkins
Phone Number: 301-790-2476
Date of Service: CONTINUOUS CUSTOMER
Value: \$ 27,000.00

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Playground Equipment - 4 Deck Modular Play System - Miracle Recreation (Dallas, TX)
\$20,024.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Playground_Equipment.pdf

Description

Consent Form

see Manager's comments	\$
------------------------	----

COMMENTS

(1) DEPARTMENT MANAGER:

No other quotes were solicited from other suppliers. Throughout our parks, we have 17 sets of Miracle play equipment, making the repair parts interchangeable. Also, the rep for Miracle is based in Martinsburg, WV, making it easy to consult if and when there are any issues to resolve.

As with all our other play equipment, the modular play system will be installed by in-house employees; installation materials will be charged to general operating expenses.

Funds for replacing this play equipment was requested from the Maryland Community Parks & Playgrounds, however, notice of award will not be received until April or May 2016. Since Shentel/Sprint graciously contributed \$12,000, if CP&P grants funding, we will request the funds be redirected to another park project.


Signature/Date 11/09/15

(2) PURCHASING AGENT:

Recommend Approval.


Signature/Date 11/12/15

(3) FINANCE MANAGER:

Recommend approval. Funding sources are from private donation and savings from other CFP projects.


Signature/Date 11/12/15

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval


Signature/Date 11/12/15

Taylor Sports and Recreation



P.O. Box 1706
Martinsburg, WV 25402
Website: www.taylorsportsandrec.net

Phone: 1-800-286-9693
Fax: 1-304-263-9392
Email: MiracleWVMD@aol.com

October 15, 2015

City of Hagerstown
ATTN: JUNIOR MASON
351 North Cleveland Avenue
Hagerstown MD 21740

RE: City Park Playground

Dear MR Mason,

Thank you for the opportunity to provide a proposal on your replacement playground at the City Park in Hagerstown. Miracle Recreation has provided numerous playgrounds to the City of Hagerstown and has always enjoyed being a part of your park system. We are proposing a playground that is designed for ages 5 to 12 years old.

The system we have designed is four deck system, with deck heights ranging from 4' high to 6' high. The unit has three slides including the popular 360 degree spiral slide. We have also put three different types of vertical climbers and the necessary play panels to meet all the safety codes. THE UNIT MEETS ALL THE REQUIREMENTS OF THE CONSUMER PRODUCT SAFETY COMMISSION FOR PUBLIC PLAYGROUNDS. The ground level components and ADA accessible transfer point will make this system meet the guidelines of the current AMERICAN WITH DISABILITIES ACT.

The equipment will require a fall zone of 40'x36'.

COST OF THE UNIT

List price of equipment	\$25,814.00
DISCOUNT ON EQUIPMENT COST	<\$7,600.00>
Freight to Hagerstown MD 21740	\$1,810.00

THIS MAKES YOUR TOTAL DELIVERED COST OF THIS UNIT \$20,024.00.

PRICES ARE VALID FOR 45 DAYS.

The above price DOES NOT include unloading of the truck, removal of old unit, installation of the equipment, or safety surfacing under the equipment.

I have included with this proposal, a top view drawing, bill of materials listing, 3D color renderings, specifications and warranty on the equipment. The colors used on the renderings are what we discussed at the park. The white handrails will be our PREMIUM Anti-Microbial paint.

Taylor Sports and Recreation



P.O. Box 1706
Martinsburg, WV 25402
Website: www.taylorsportsandrec.net

Phone: 1-800-286-9693
Fax: 1-304-263-9392
Email: MiracleWVMD@aol.com

Should you decide to place the order your purchase order would be made payable to
MIRACLE RECREATION (#2282)
P.O. BOX 204757
DALLAS TEXAS 75320-4757

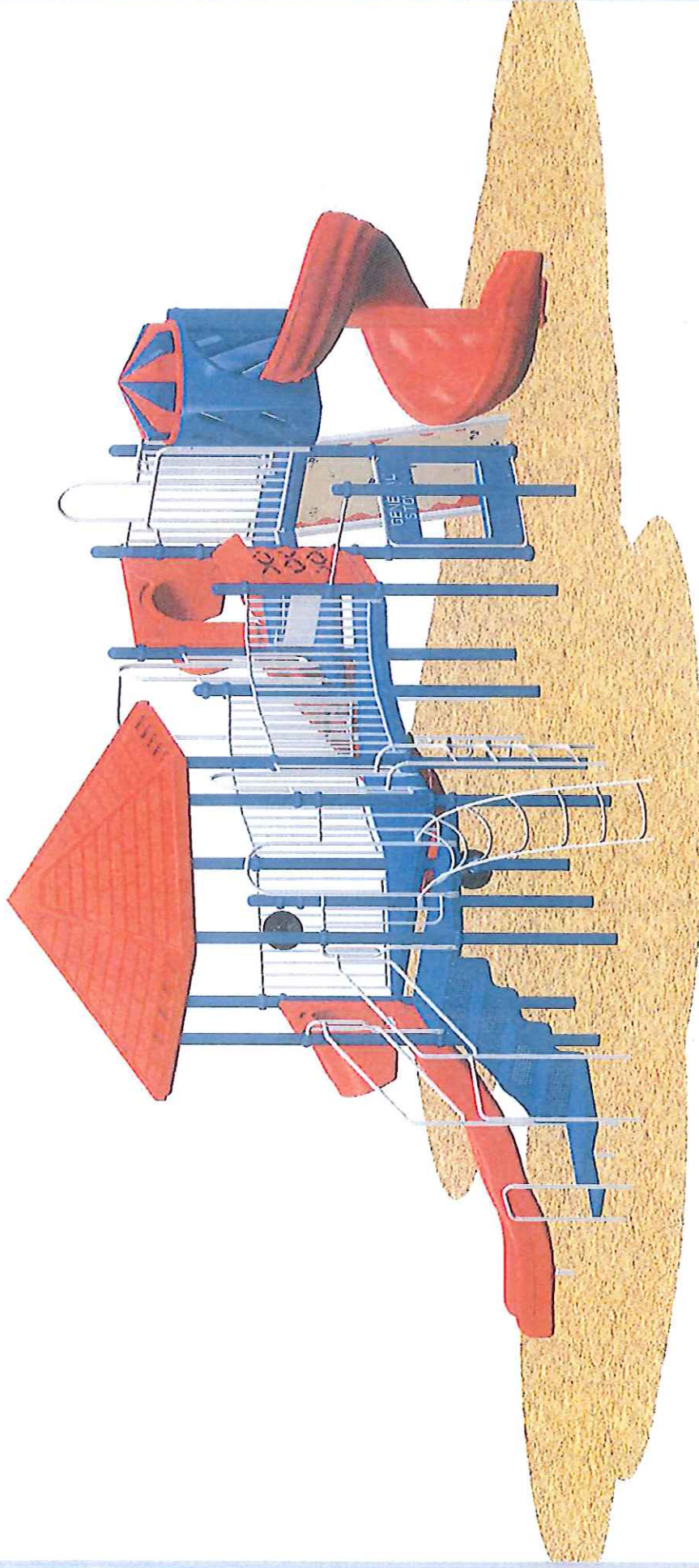
Please fax or email your purchase order to my office for order processing. Miracle recreation will do ALL billing on this project.

Should you have any questions at all, PLEASE don't hesitate to contact me at any time.

Sincerely,

Chuck Taylor
Sales representative
Miracle Recreation Equipment Company

City of Hagerstown
Hagerstown MD



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Amendments to the City of Hagerstown Police & Fire Employees' Retirement Plan

Mayor and City Council Action Required:

Approval of an Ordinance to update the City of Hagerstown Police and Fire Employees' Retirement Plan.

Discussion:

Financial Impact:

Recommendation:

Approval to Plan

Motion:

I hereby move to approve an ordinance to amend the City of Hagerstown Police & Fire Employees' Retirement Plan in order to reflect changes in the Heroes Earnings Assistance and Relief Tax Act Of 2008 (HEART Act). This amendment addresses special benefits for qualified military service.

Action Dates:

ATTACHMENTS:

File Name

Ninth_Amendment_HEART_Ordinance_approval_doc.pdf

Description

Ordinance - Amendment to the City of Hagerstown Police & Fire Employees' Retirement Plan

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: November 24, 2015

TOPIC: Approval of an Ordinance – Amendment to the City of Hagerstown Police & Fire Employees’ Retirement Plan

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move to approve an ordinance to amend the City of Hagerstown Police & Fire Employees’ Retirement Plan in order to reflect changes in the Heroes Earnings Assistance and Relief Tax Act Of 2008 (HEART Act). This amendment addresses special benefits for qualified military service.

DATE OF INTRODUCTION:	10/20/2015
DATE OF PASSAGE:	11/24/2015
EFFECTIVE DATE:	12/24/2015

ORDINANCE NO. _____

AN ORDINANCE TO AMEND the Code of the City of Hagerstown by revising Chapter 38, entitled Police & Fire Employees' Retirement Plan, to conform to the Heroes Earnings Assistance and Relief Tax Act of 2008 by authorizing special death benefits for qualified military service.

BE IT ORDAINED AND ENACTED by the Council of the City of Hagerstown as follows:

Section 1. Chapter 38 of the Code of the City of Hagerstown, Section 38-39 is hereby amended as provided in the Ninth Amendment attached hereto:

[See Attached]

Section 2. Effective Date.

The provision of this ordinance shall be effective January 1, 2007.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN

By: _____
David S. Gyberts, Mayor

DATE OF INTRODUCTION: 10/20/2015
DATE OF PASSAGE: 11/24/2015
EFFECTIVE DATE: 12/24/2015

**NINTH AMENDMENT TO THE
CITY OF HAGERSTOWN POLICE & FIRE EMPLOYEES' RETIREMENT PLAN**

WHEREAS, by the enactment of Chapter 38 of the City code, the City of Hagerstown established the City of Hagerstown Police and Fire Employees' Retirement Plan (the "Plan");

WHEREAS, pursuant to Section 38-65 of the City Code, the City may amend the Plan at any time by Ordinance amending the said Chapter 38; and

WHEREAS, the Mayor and Council of the City of Hagerstown desire to amend the Plan to conform to the Heroes Earnings Assistance and Relief Tax Act Of 2008 (HEART Act); and

WHEREAS, the Mayor and Council of the City of Hagerstown find the adoption of this amendment to the Plan (known as the Ninth Amendment to the City of Hagerstown Police and Fire Employees' Retirement Plan) to be in the best interests of the citizens of the City of Hagerstown.

NOW, THEREFORE, Chapter 38 of the City Code is hereby amended as follows:

FIRST CHANGE

Section 38-39 is amended, effective as of December 24, 2015, with the provision having an effective date of January 1, 2007 by adding the following paragraph immediately at the end thereof:

- D. Military service death benefit. In the event of the death of a participant while performing Qualified Military Service on or after January 1, 2007, that participant's beneficiary shall be entitled to any death benefits and other benefits that would have been provided under the plan had the participant resumed employment on the day preceding death and been deemed to have terminated employment on account of death on the actual date of death. The term "Qualified Reservist" means an individual who is a member of a reserve component, as defined in Section 101 of Title 37 of the United States Code, and who is ordered or called to active duty after September 11, 2001 either for a period in excess of 179 days or for an indefinite period; and the term "Qualified Military Service" means military service as used in Section 414(u)(1) of the Internal Revenue Code.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: To Amend the Code of the City of Hagerstown Chapter 64, Building Construction, To Update and Correct a Reference to the Applicable International Energy Conservation Code

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion.doc.doc

Approval of an Ordinance:
To Amend the Code of the
City of Hagerstown Chapter
64, Building Construction, To
Update and Correct a
Reference to the Applicable
International Energy
Conservation Code

Ordinance_-_Update_Building_Construction.docx

Approval of an Ordinance:
To Amend the Code of the
City of Hagerstown Chapter
64, Building Construction, To
Update and Correct a
Reference to the Applicable
International Energy
Conservation Code

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 20, 2015

TOPIC: Introduction of an Ordinance: To Amend the Code of the City of Hagerstown Chapter 64 Thereof, *Building Construction*, To Update and Correct A Reference to the Applicable *International Energy Conservation Code*

Charter Amendment

Code Amendment

Ordinance X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 64, *Building Construction*, of the City Code to update and correct all references to the applicable *International Energy Conservation Code* to reference the *2015 Edition* to comply with the State of Maryland *Building Performance Standards* and the requirements therein. This code will become effective for building permit applications received after December 25, 2015.

DATE OF INTRODUCTION: 10/20/15

DATE OF PASSAGE: 11/24/15

EFFECTIVE DATE: 12/25/15

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 64 THEREOF, *BUILDING CONSTRUCTION*,
TO UPDATE AND CORRECT A REFERENCE TO THE APPLICABLE
*INTERNATIONAL ENERGY CONSERVATION CODE***

RECITALS

WHEREAS, the City of Hagerstown has previously adopted building construction standards in Chapter 64, of the Code of the City of Hagerstown; and

WHEREAS, the current *Building Construction Code* contains references to the 2012 Edition of the *International Energy Conservation Code*; and

WHEREAS, as a result of changes in industry standards and other factors, the *International Energy Conservation Code* has been updated with a 2015 Edition; and

WHEREAS, in order to remain consistent with standards adopted in the State of Maryland, it is appropriate to amend the references to the *International Energy Conservation Code* contained in Chapter 64 to reference the 2015 Edition;

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

SECTION 1: Chapter 64 of the Code of the City of Hagerstown, Section 64-2.A.4.101.4.6, *Energy* be and is hereby amended to read as follows:

“101.4.6. **Energy.** Any reference to the *International Energy Conservation Code (IECC)* shall mean the *International Energy Conservation Code, 2015 Edition*, as adopted in the *Maryland Building Performance Standards (COMAR 05.02.07)*, as may be amended from time to time.”

SECTION 2: Chapter 64 of the Code of the City of Hagerstown, Section 64-21.4.102.8.8, *Energy* be and is hereby amended as follows:

“102.8.8 **Energy.** Any reference to the *International Energy Conservation Code (IECC)* shall mean the *International Energy Conservation Code, 2015 Edition*, as adopted in the *Maryland Building Performance Standards (COMAR 05.02.07)*, as may be amended from time to time.”

SECTION 3. Chapter 64 of the Code of the City of Hagerstown, Section 64-21.44.102.8.8, *Energy* be and is hereby amended to read as follows:

“102.8.8 **Energy.** Any reference to the *International Energy Conservation Code (IECC)* shall mean the *International Energy Conservation Code, 2015 Edition*, as adopted in the *Maryland Building Performance Standards* (COMAR 05.02.07), as may be amended from time to time.”

SECTION 4: Chapter 64 of the Code of the City of Hagerstown, Section 64-26.D.102.8.8, *Energy* be and is hereby amended to read as follows:

“102.8.8 **Energy.** Any reference to the *International Energy Conservation Code (IECC)* shall mean the *International Energy Conservation Code, 2015 Edition*, as adopted in the *Maryland Building Performance Standards* (COMAR 05.02.07), as may be amended from time to time.”

SECTION 5: Effective date. This Ordinance shall become effective immediately upon the effective date of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT that this enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: October 20, 2015
Date of Passage: November 24, 2015
Effective Date: December 25, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Memorandum of Understanding with Washington County Child Advocacy Center

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_MOU.pdf

Description

Memo



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 301-739-6000
Fax 301-733-5513

November 3, 2015

To: Valerie Means
City Administrator

From: Acting Chief Paul Kifer *PK*

Re: MOU - Child Advocacy Center (CAC)

The CAC provides services to the children of Washington County who are victims of sexual or serious physical abuse. The Hagerstown Police Department assigns a detective to this facility to handle City cases. As part of the re-accreditation process for the Child Advocacy Center, they are required to update their various MOU's.

This is the revised MOU which pertains to HPD. It is consistent with our current practices in this area. It has further been reviewed by Mr. Boyer, who is satisfied with the agreement but recommended it be approved by the Mayor and Council.



CITY OF HAGERSTOWN

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAGERSTOWN
AND THE WASHINGTON COUNTY CHILD ADVOCACY CENTER**

RECITALS

WHEREAS, the Washington County Child Advocacy Center (CAC), a multi-agency child abuse task force, desires to have the Hagerstown Police Department continue to provide certain services in connection with its mission; and

WHEREAS, pursuant to a Memorandum of Understanding approved January 26, 2010, the City of Hagerstown, currently participates in the CAC multi-agency task force; and

WHEREAS, the City and CAC desire to update the agreement which establishes their mutual rights and obligations with respect to the services to be provided, and other related issues; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it in the best interests of the citizens of the City to do so;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. The foregoing recitals are hereby incorporated herein by reference.
2. That Acting-Chief Paul Kifer be and is hereby authorized to execute and deliver the Memorandum of Understanding between the City of Hagerstown and the Washington County Child Advocacy Center, a copy of which is attached hereto and incorporated herein by reference.
3. That Acting-Chief Kifer be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purpose of this resolution.

BE IT RESOLVED that this Resolution shall become effective immediately upon its approval.

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____
Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: November 24, 2015
Date of Passage: November 24, 2015
Effective Date: November 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
City Attorneys

**Safe Place
Washington County Child Advocacy Center**

MEMORANDUM OF UNDERSTANDING

Purpose: The Washington County Child Advocacy Center (CAC) is a multi-agency cross jurisdictional task force whose responsibility is the thorough investigation, assessment and protection of the child, therapeutic intervention and prosecution of child abuse. The CAC consists of Law Enforcement, Social Services and the State's Attorney with representation from health and mental health agencies. This multi-disciplinary approach allows for the creation of a child friendly atmosphere conducive to disclosure. In this manner child abuse cases are consistently and expeditiously handled, thus reducing the trauma caused to the child and his or her family.

The following policy will be standard operating procedures for the CAC.

Role of the Child Advocacy Center: The CAC will be a multi-agency resource to ensure that child abuse investigations are investigated in a thorough and timely manner. Social Services, Law Enforcement and the State's Attorney will work jointly during the investigation to minimize trauma to the victim and increase prosecution of child abuse cases.

The CAC will handle and this agreement refers only to the following cases:

- Allegations of child physical abuse and sexual abuse by a parent, household or family member, or other person with temporary care or custody or responsibility for supervising the child.
- Referrals from other agencies when they request assistance from DSS or law enforcement.
- Cases where the expertise may benefit the investigation being conducted regardless of the case type or jurisdiction.

Sexual abuse cases which this agreement applies: Situations that is chargeable as child sexual abuse. Cases that may **not** be referred for joint investigation may include cases where children under the age of seven is the alleged perpetrator.

Physical abuse cases to which this agreement applies: Situations that appear to require immediate medical attention or which involve a deadly weapon and/or fatalities. Cases where joint interviews may **not** occur are sibling fights.

Use of the CAC will be utilized when deemed necessary to interview a victim of child physical or sexual abuse. Social Services personnel must be present during an interview conducted at the site.

Terms Used Within This Agreement

Department of Social Services (DSS): The Washington County Department of Social Services is the agency legally mandated to receive and investigate all child abuse reports in Washington County. The agency is responsible for providing protective services to children and families. This agency plays a key role in this interagency agreement in coordinating its work with that of the other signatories of this document. Social service personnel from DSS will serve with investigators from the law enforcement agencies to conduct investigations. They also will be involved on the Case Review Team. DSS will be responsible for referring families to health and mental health agencies for services as necessary.

Law Enforcement Agencies (LEA): This includes official municipal police departments, the office of the Washington County Sheriff and the Maryland State Police that are responsible for enforcing the laws of the State of Maryland, the laws of the county and municipal jurisdictions. Representatives from LEA will be on the Case Review Team.

State's Attorney's Office (SAO): The Washington County State's Attorney's Office is the agency responsible for prosecuting child abuse cases and protecting the rights of child victims in the judicial system of Washington County. Representatives from the SAO will be on the Case Review Team.

Multi-Disciplinary Case Review Team—(CRT): The CRT is composed of professionals who meet on a weekly basis to review and coordinate cases of child abuse referred as appropriate to be handled through the Child Advocacy Center. The CRT will consist of representatives from LEA, DSS, SAO, mental health, family advocacy, health agencies and CAC staff.

Child Sexual Abuse and Serious Physical Abuse After Hours

Law enforcement agencies responding to reports of serious physical or sexual child abuse after CAC hours, where no evidence collection is required and no emergency exists, will handle the initial report of the incident and write a police report. It is not necessary for the initial responding officer to interview the child. It is the goal and the intent of all agencies, which are party to this agreement to conduct team interviews with children. It is recognized however that emergency situations may occur that require immediate interviews by the responding officer. The initial responding officer will obtain only that information necessary (normal police report information) and forward that information to DSS.

This should be handled in the following manner.

1. As per normal procedure, the on-call DSS worker is to be notified in any case of child abuse.
2. The initial responding officer will complete the initial police report prior to the end of the shift.
3. A copy will be faxed to DSS at 240-420-2549, when the report is completed.
4. The case will be assigned to the appropriate personnel assigned to the Child Advocacy Center at DSS.
5. The assigned DSS investigator will contact the appropriate law enforcement officer.

On-call/Call-Outs

The on-call status will be determined by each law enforcement agency and is defined as being consistent with the policy already in place.

Law enforcement officers from Hagerstown City Police, Washington County Sheriff's Office and the Maryland State Police will be notified through the 911 Call Center once the program is implemented. Projected date, January 2010, until that time, the following procedures will be followed to contact the respective police departments.

For the Hagerstown City Police, the Criminal Investigation Supervisor will be notified. The supervisor will notify the investigator and the investigator will follow through with the investigation and prosecution of the case. However, special circumstances may dictate another investigator being assigned.

For the Maryland State Police, the on-call investigator will be notified, after hours by calling the Hagerstown State Police dispatch at 301-739-2101. The CID investigator will follow through with the investigation and prosecution of the case, unless reassigned by the CID supervisor.

For the Sheriff's Office, the on-call CIU investigator will be notified, after hours by calling the Washington County Sheriff's Office dispatch or Duty Officer at 301-791-3020. The CIU investigator will follow through with the investigation and prosecution of the case. However, special circumstances may dictate another investigator being assigned.

For the State's Attorney's Office (SAO), the CAC will contact the assigned SAO Management Team Member, and a prosecutor will be sent to the CAC or on-site call-out when and where practicable. SAO Victim Witness personnel will be accessible in those cases where criminal charges are filed or likely to be filed to aid the victim with the court process.

Safe Place, Child Advocacy Center Policies and Procedures

Representatives from the signatory agencies agree to abide by the policies and procedures of Safe Place, Child Advocacy Center.

Management of this Interagency Agreement

This agreement shall become effective on the date below when the following parties of the agreement affix their signatures to this document.

This agreement will be reviewed on an annual basis.

David A. Engle, Director
Department of Social Services

Date

Charles P. Strong, Jr.
State's Attorney Office

Date

Douglas Mullendore
Washington County Sheriff

Date

Capt P. Kifer, Acting Chief
Hagerstown City Police

Date

Lieutenant M. Fluharty
Barrack "O" Commander
Maryland State Police

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Lease Agreement with Alevo Energy Storage Systems at Fairground Substation

Mayor and City Council Action Required:

Requested approval of the Lease Agreements between the City of Hagerstown and ALEVO.

Discussion:

HLD Staff, FERC Legal Counsel Tom Rudebusch, and the ALEVO/Customized Energy Solutions team have completed the Lease Agreement negotiations that were last discussed with the Mayor and Council on August 18th. I have prepared bulleted items for review which contain the background review of the project and the pertinent points of the agreements for locations at the HLD Fairground Substation and Wesel Substation.

Customized Energy Solutions/Alevo Background

- The HLD has a long standing relationship dating back to 2002 with Customized Energy Solutions (CES) through the Public Power Coalition (PPC), as our liaison with all PJM activities. CES documents and reviews all PJM related information that is crucial to our decision making process related to generation/transmission issues.
- Alevo Group SA is based in Verbier, Switzerland and opened a new 4 million sq. ft. manufacturing plant in Concord, North Carolina in October 2014. The company plans to invest \$1 billion into the manufacture of its battery technology and reduce waste that currently exists in electric grid delivery systems.
- Alevo classes itself an Energy Service Provider that uses a combination of innovative battery technology and smart data analytics to reduce a huge part of the 30% generated electricity that is currently wasted through inefficiencies in the grid delivery system.

Proposed Project

- The project will consist of utility scale Energy Storage Systems installed at two sites within the City of Hagerstown. The projects at these two sites (Wesel Substation and Fairgrounds Substation) will operate behind the meter as “demand response” resources participating in the PJM Regulation ancillary service market and provide PJM system grid reliability services, specifically voltage and frequency support. The projects have been sized to ensure that they remain behind Hagerstown’s meters and do not inject into the Potomac Edison system.
- Alevo has invented a battery technology that is the core component of its GridBank System where each 2MW unit is an approximately 10 ft. x 40 ft. pre-fabricated structure. The current study utilizes 10MW of battery storage (two structures at Fairground Substation and 3 structures at Wesel Substation).
- The active ingredients of the Alevo cells are LFP (lithium ferrophosphate) and graphite. Unlike typical rechargeable lithium ion batteries, such as those found in most consumer electronics devices, the Alevo lithium cell contains an inorganic electrolyte and as such is completely non-flammable.
- An ESS operates by storing electricity that was generated on the system grid and discharging it when system requirements demand it. It is considered a sustainable/renewable resource due to the fact it does not create emissions when called upon to operate.
- Full screening of the Fairground site will be submitted for final approval by the City.

Lease Agreement Provisions

- Lease Agreements located at the Hagerstown Light Department’s Wesel (6MW system) and Fairground (4MW system) Substations are to be used solely for the purpose of the installation of Energy Storage Systems.

- The initial term of the agreement is 10 years and contains provisions for 2 five year extensions if mutually agreed upon. Fairgrounds Substation shall receive \$2000 per month and Wesel Substation shall receive \$3,000 per month for the term of the agreement.
- The HLD shall provide existing and available utilities to the Project Site in connection with ALEVO's construction, start-up, maintenance, repair, replacement and operation of the Project, at existing rates or actual cost, as appropriate.
- The Fairground Substation agreement contains provisions for a temporary staging area of 3600 square feet for approximately six weeks at the far west side of the parking lot nearest the substations. Ten parking spots will be affected.
- Easements and rights of entry are granted at the site locations. The Wesel Substation location will house the ALEVO facility within the existing substation footprint. An easement will be granted between the proposed ALEVO facility and the HLD Substation at the Fairground Substation for electric connectivity.
- The City possesses the option to request the removal of the equipment at the end of the agreement or for the equipment to remain in place. ALEVO is permitted to choose one of the two options.
- ALEVO has the option to transfer the provisions of the agreements after a 60 day notice is supplied to the City. All agreement provisions and payments remain in place.
- ALEVO is responsible for the leased area and associated equipment maintenance, security, and safe operation. Specifically, the "ALEVO shall maintain the Facility in a structurally sound and safe condition consistent with all Applicable Laws."
- This Agreement shall be governed by the laws of the State of Maryland, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.
- Commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate are included. Excess liability insurance, with a limit of not less than \$5,000,000, and Workers' Compensation Insurance of not less than \$1,000,000 for bodily injury per occurrence and \$2,000,000 in the aggregate are provided.
- Summation: The HLD will receive \$60,000 per year in lease agreements, revenue from the sale of electricity for ancillary requirements of the systems, and may supply other maintenance type services for the project during construction and operation. ALEVO has verbally committed to the utilization of local contractors when applicable during the construction process.

Financial Impact:

The HLD will receive \$60,000 per year in lease agreements, revenue from the sale of electricity for ancillary requirements of the systems, and may supply other maintenance type services for the project during construction and operation. ALEVO has verbally committed to the utilization of local contractors when applicable during the construction process.

Recommendation:

Staff recommended approval of the lease agreements

Motion:

Refer to attachments, please.

Action Dates:

November 24 Regular Session

ATTACHMENTS:

File Name

Description

Electric
Division

Electric_Division_Motion_for_ALEVO_Lease_Agreement_Fairground_Substation_112415.doc

Motion for
ALEVO
Lease
Agreement
Fairground
Substation
112415

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Electric
Division
Resolution
ESS Project
Fairground
Substation
112415

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Electric
Division
Lease
Agreement
ALEVO
Fairground
Substation 1
112415

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of the attached Resolution and Lease Agreement with ESS Fairground Project, LLC for property located at the Hagerstown Light Department's Fairground Substation**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution and Lease Agreement with ESS Wesel Project, LLC for the purpose of the installation of an Energy Storage System located at the Hagerstown Light Department's Fairground Substation. The initial term of the agreement is 10 (ten) years and contains provisions for 2 (two) five year extensions if mutually agreed upon. The Hagerstown Light Department shall receive \$2,000.00 (two thousand dollars) per month for the term of the agreement.

DATE OF INTRODUCTION: 11/24/2015
DATE OF PASSAGE: 11/24/2015
EFFECTIVE DATE: 11/24/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A LEASE AGREEMENT
WITH ESS FAIRGROUNDS PROJECT, LLC TO LEASE
PROPERTY OWNED BY THE CITY FOR THE
CONSTRUCTION, MAINTENANCE AND OPERATION
OF AN ENERGY STORAGE SYSTEM**

RECITALS

WHEREAS, the City of Hagerstown owns property known as the Fairgrounds Substation (the "Property"); and

WHEREAS, ESS Fairgrounds Project, LLC desires to lease a portion of said Property for the purpose of constructing, maintaining and operating an energy storage system; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are hereby incorporated herein.
2. That the Lease Agreement, a copy of which is attached hereto and incorporated herein be and is hereby approved; and that the Mayor be and is hereby authorized to execute and deliver said Agreement.
3. That the Mayor, City Administrator and/or City Staff be and are hereby authorized to execute any further documentation and take whatever action is necessary in order to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 24, 2015
Date of Approval: November 24, 2015
Effective Date: November 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

**PROJECT SITE LEASE AGREEMENT
(Fairgrounds Substation)**

THIS PROJECT SITE LEASE AGREEMENT (this “Agreement”) is made and entered into as of November ____, 2015 (the “Effective Date”), by and between ESS Fairgrounds Project, LLC, a Delaware limited liability company (“Lessee”), and The City of Hagerstown, a Maryland municipal corporation (“Lessor”). Each of Lessor and Lessee are sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lessor owns and operates a municipal electric utility and is the owner of property located adjacent to Lessor's Fairgrounds substation, together with certain improvements, buildings, and other structures as more particularly described in Exhibit A (the “Facility”), and is leasing to Lessee a portion of the property adjacent to the Facility as is also more particularly described in Exhibit A attached hereto (the “Premises”);

WHEREAS, Lessee is the developer, owner, and operator of utility scale energy storage systems and related equipment and facilities (the “Energy Storage System”); and

WHEREAS, Lessee intends to construct and operate the Energy Storage System on the Premises (the “Project”) to provide frequency regulation and other potential future services (the “Energy Storage Services”), as the case may be, to PJM Interconnection, L.L.C. (“PJM”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used but not elsewhere defined herein (including in the recitals hereto) shall have the respective meanings ascribed thereto in Schedule A.

2. **LEASE.**

2.1 Lease. Lessor hereby leases the Premises to Lessee in accordance with the terms and conditions and for the purposes set forth herein. This Agreement provides that Lessee the right to use the Premises to locate, construct, operate, maintain repair and use an Energy Storage System to provide Energy Storage Services. The Agreement provides for an easement for access to and from the Premises. The use of the Facility for any other purpose is prohibited without prior written consent of the Lessor.

2.2 Term. The term of this Agreement shall commence on the Effective Date and terminate on the date that is ten (10) years after the Commercial Operations Date, unless terminated sooner in accordance with terms herein (the “Initial Term”). The Parties may, upon mutual written consent extend this Agreement for two (2) five (5) year extension periods (each an “Extension”), no later than sixty (60) days prior to the expiration of the Term. The Initial Term and each Extension, as the case may be, are collectively referred to herein as the “Term”. Lessee may terminate this Lease at any time at its sole discretion; *provided, however*, that if such termination by Lessee occurs on or after the date of Commencement of Construction, Lessee shall concurrent with, and as a condition to, such termination pay to Lessor the amount of Five Thousand Dollars (\$5,000.00) as liquidated damages and not as a penalty. Upon the termination of this Agreement pursuant to this Section 2.2, the Parties shall be released

and discharged from any obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination (without regard to Section 5.2, which obligations shall survive the termination of this Lease).

2.3 Payment to Lessor. As rent for the Premises and the interests therein granted to Lessee hereunder, Lessee shall pay Lessor the one-time sum of One Thousand Five Hundred Dollars (\$1,500) (the "Initial Rent Payment") within fifteen (15) days after the Effective Date. In the event that the Commencement of Construction Date shall not have occurred on or before eighteen (18) months from the Effective Date, Lessee shall pay Lessor an additional Initial Rent Payment of One Thousand Dollars (\$1,000). Upon the occurrence of the Commencement of Construction Date, Lessee shall pay Lessor the sum of Two Thousand Dollars (\$2,000) per month (or pro rata portion thereof for the first month upon the occurrence of the Commencement of Construction Date) throughout the Initial Term (the "Rent Payment"); *provided, however*, that on the commencement of each Extension hereunder, the Rent Payment shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. Lessor acknowledges and agrees that the Initial Rent Payment and each Rent Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor as rent under this Agreement.

2.4 Permitted Uses. Lessee shall have the right during the Term to do, or cause to be done, the following: (i) to construct, install and operate the Project on the Premises; (ii) to maintain, clean, repair, replace and dispose of part or all of the Project; (iii) to add or remove the Project or any part thereof; (iv) to access the Premises with guests for promotional purposes during normal operating hours and at other times as are acceptable to the Lessor in its reasonable business judgment; (v) to publish on its website or otherwise make public or distribute factual information related to the Project, including but not limited to, the general location of the Project, the name of the Lessor, and other features of the Project, consistent with applicable physical and cyber- security rules and regulations; (vi) to install and maintain equipment necessary for remote monitoring of the Project; (vii) to conduct in-person physical inspections of the Project and the Premises; and (viii) to perform all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement or in respect of the delivery of the Energy Storage Services (collectively, "Operations"). All of the Lessee's Operations shall be conducted at the sole expense of the Lessee.

2.5 Lessee's Exercise of Rights. Lessee may construct and install the Energy Storage System on the Premises in the manner Lessee deems reasonable and appropriate; *provided, however*, that Lessee shall not interfere in any way with Lessor's use, operation, or maintenance of the Facility.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, start-up, maintenance, repair, replacement and operation of the Project, at existing rates or actual cost, as appropriate. Lessor acknowledges and agrees that Lessee's use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines.

2.7 Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Facility for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during installation, testing and/or commissioning of the Project as more particularly described in Exhibit B (the "Laydown Area"), provided that Lessee shall not, under any circumstances, disrupt Lessor's operations at the Facility, and provided further that Lessee understands and acknowledges that space is limited at the Facility. Lessor shall provide Lessee a reasonable area for construction laydown. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises and/or

the Facility necessary for such purposes.

2.8 Notice. Each Party shall immediately notify the other Party of any emergency relating to the Project and the nature thereof. Each Party shall notify the other Party immediately following the discovery by the first Party of any material malfunction of the Project or interruption in the supply of electric energy from the Project. Each Party shall notify the other Party immediately upon observing any damage to the Project. If Lessee becomes aware of any circumstances relating to the Project that creates an imminent risk of damage or injury to the Project, the Facility or any person, Lessee shall immediately notify Lessor.

2.9 Testing. On and following the Effective Date, Lessee and its agents, engineers, surveyors and other representatives shall have full access to the Premises, subject to any applicable notice and safety procedures as may be reasonably required by Lessor from time to time, and shall be entitled to (i) conduct (at Lessee's sole expense) any testing of the Premises as Lessee deems appropriate or convenient including, but not limited to, conducting surveys, soil borings, drainage testing, material sampling, studies or testing of environmental, biological, cultural, historical, boundary or geotechnical matters; (ii) apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits; and (iii) otherwise do those things on or off the Premises that, in the opinion of Lessee, are necessary in Lessee's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Lessor's title to the Premises, and the feasibility or suitability of the Premises for Lessee's use hereunder, all at Lessee's expense. Lessee is solely responsible for determining if the Premises are suitable for the Lessee's intended uses. Lessee accepts that the Premises and Easement Area are acceptable on an "as is" condition in all respects. Lessee will not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Lessee's inspection. Lessee shall keep the results of all such testing strictly confidential, and shall not disclose any such information to any governmental entity except to the Lessor, and to the extent, expressly required by applicable law or regulation.

2.10 Survey. Lessee shall, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises, as the case may be, to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

3. **EASEMENTS.**

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, on, under, over, and across the Premises and any other real property adjacent to the Premises and owned or leased by Lessor as more particularly described in Exhibit B attached hereto (collectively, the "Easement Area"), subject to any governmental permitting and inspection requirements, any applicable notice and safety procedures as may be reasonably required by Lessor from time to time, for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project on the Premises or for achieving all the purposes set forth in this Agreement and/or in furtherance of the Operations, including without limitation, (a) the right to clear vegetation, cut timber, and move earthen materials within the Easement Area; (b) the right to improve an access road within the Easement Area; (c) the right to place utility lines and related infrastructure within the Easement Area; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the Project and any other personal property of Lessee upon the Premises and improving the Easement Area, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and

from the Premises at any time over and upon the Easement Area (collectively, the “Use Rights”). The Use Rights include the right of convenient parking, access, and ingress to and egress from the Project on, over, and across the Easement Area during the Term for Lessee and its employees, contractors and sub-contractors and access to conduits to interconnect the Project with the Facility’ electric wiring, and shall survive, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the Project.

4. RIGHTS OF LESSEE.

4.1 Operations. Lessee shall have the sole and exclusive right to conduct Operations on the Premises and Easement Area. Lessor shall not grant any rights in the Premises and Easement Area purporting to permit others to conduct Operations on the Premises and Easement Area in derogation of Lessee’s sole and exclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the Project on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing such claims.

4.2 Signage. Subject to all Applicable Laws, Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the Project and to Lessee’s interests therein.

4.3 Energy Storage Services. As between Lessor and Lessee, Lessee shall be the exclusive owner of the electric energy and/or Energy Storage Services stored, supplied and/or delivered by the Project, until such electric energy and/or Energy Storage Services is sold to and/or accepted by PJM or other applicable third party.

4.4 Environmental Attributes. As between Lessor and Lessee, Lessee shall be the exclusive owner of any Environmental Attributes that may arise as a result of the ownership or operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Lessor shall reasonably assist Lessee in preparing any documents necessary for Lessee to receive such Environmental Attributes, and if Lessor is deemed to be the owner of any such Environmental Attributes, such Environmental Attributes shall be deemed to have been received by Lessor for Lessee’s account and Lessor shall promptly assign such Environmental Attributes to Lessee pursuant to an assignment reasonably acceptable to Lessor and Lessee. If Lessor receives any payments in respect of such Environmental Attributes, Lessor shall promptly pay such payments over to Lessee.

4.5 Tax Attributes. As between Lessor and Lessee, Lessee shall be the exclusive owner of any Tax Attributes that may arise as a result of the ownership or operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Lessor shall reasonably assist Lessee in preparing all documents necessary for Lessee to receive such Tax Attributes, and if Lessor is deemed to be the owner of any such Tax Attributes, such Tax Attributes shall be deemed to have been received by Lessor for Lessee’s account and Lessor shall promptly assign such Tax Attributes to Lessee pursuant to an assignment reasonably acceptable to Lessor and Lessee. If Lessor receives any payments in respect of such Tax Attributes, Lessee shall promptly pay such payments over to Lessee.

4.6 Press Releases. Each Party may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior

written consent of the other Party; provided, however, that each Party shall obtain prior written consent from the other Party before making press releases containing any other information regarding the Project or this Agreement.

5. DESIGN AND CONSTRUCTION OF PROJECT.

5.1 Design and Construction. Lessor hereby consents to the construction and installation of the Project on the Premises. Lessee shall coordinate construction of the Project so as to reasonably minimize disruption to the Premises and to Lessor's activities thereon.

5.2 Removal upon Termination. Unless otherwise agreed to by the Parties, within one hundred eighty (180) days after the expiration of the Term hereof or early termination hereof for any reason, Lessee may, in its sole discretion, or shall, upon the request of the Lessor, remove the Energy Storage System and related equipment from the Premises, provided that Lessee shall not be required to remove electrical wiring or infrastructure, or any portion of the Project below grade level. If Lessor does not notify Lessee that Lessee must remove the Project, then Lessee shall have the option of abandoning the Project in place. Other than as specifically provided otherwise, the removal of the Project shall be at the cost of Lessee. In connection with such removal, Lessor shall continue to provide Lessee (and its affiliates and subcontractors) with access to the Premises without payment of further rent or consideration. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises and/or the Facility necessary for such removal purposes, provided that Lessee shall not, under any circumstances, disrupt Lessor's operations at the Facility.

6. THE PREMISES.

6.1 Title. Lessor represents and warrants to Lessee that it owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit C. Lessor shall at all times retain title to and be the legal and beneficial owner of the Premises, and all alterations, additions or improvements made to the Premises by Lessor (which shall not in any manner be construed to include any part of the Project) shall remain the property of Lessor. All persons having any ownership or possessory interest in the Premises are signing this Agreement. At the request of Lessee, and at Lessee's sole expense, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Premises as intended by this Lease.

6.2 Liens.

6.2.1 Notice to Premises Lienholders and Release. Lessor shall give effective notice of Lessee's ownership of the Project and the Project's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the Project as a fixture of the Premises, Lessor shall obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the Project as a fixture of the Premises among the land records for Washington County, Maryland, and any other filing by Lessee in a public office regarding its ownership of the Project deemed necessary or appropriate by Lessee, and Lessor hereby appoints Lessee as its agent with regard to any such filing and authorizes Lessee to take required actions on Lessor's behalf required for such filing.

6.2.2 Project Liens. Lessor shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien on or with respect to the Project, or any interest therein, by, through or

under Lessor. If Lessor becomes aware of a Lien on the Project by, through or under Lessor, Lessor shall promptly give Lessee written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.2.3 Premises Liens. Lessee shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Agreement, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the Project by Lessee. If Lessee becomes aware of a Lien on the Premises by, through or under Lessee, Lessee shall promptly give Lessor written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.2.4 Discharge and Removal of Liens by Other Party. Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a lien required to be discharged or removed under this Section 6, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all expenses incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the Lien to the other Party hereunder.

6.3 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Premises, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Agreement. Neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Premises. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber Lessor's interest in the Premises or the Facility, unless Lessor shall have given Lessee at least sixty (60) days' prior written notice thereof, which notice shall identify the transferee or beneficiary, the portion of the Premises or the Facility to be so transferred or encumbered, if applicable, and the proposed date of such transfer or encumbrance.

6.4 No Interference. Lessee hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting Lessor's operation and use of the Facility or its functions. Lessee further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) take any action that will or may materially interfere with the transmission of electric energy to or from the Facility; (ii) or take any action that may impair Lessor's access to any portion of the Facility.

6.5 Project Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the Project and all equipment (including, but not limited to, the energy storage equipment, inverters, meters, wire, data monitoring equipment and related controls, and cabling), components and moveable property of Lessee attached to or used in the operation of the Project and all alterations, additions or improvements made thereto, that no portion or component

of the Project is a part of, or fixture to, the Premises, notwithstanding the manner in which the Project is or may be attached to any real property, and that in the event that the Premises is the subject of a Transfer, such Transfer shall not attach to or affect the Project, or Lessee's ownership rights to the Project. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer. The Parties acknowledge and agree that no component of the Project was custom-fabricated for use in connection with the Project and that it is the express intention of the Parties that (x) neither the Project nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the Project constitutes fixtures. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

6.6 Premises and Project Security, Health and Safety.

6.6.1 Lessor will provide security for the Facility to the extent of its normal security procedures, practices, and policies, including restricting access to the area on which the Project is located. Lessor shall maintain the Facility in a structurally sound and safe condition consistent with all Applicable Laws.

6.6.2 In addition to the security provided by Lessor, Lessee may install any security measures that Lessee, in its sole discretion, determines are or may be reasonably necessary for the Project. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the Project or injury or damage to persons or property resulting from the Project and Operations. Such measures shall not apply to or interfere with the Lessor's equipment on the Facility.

6.7 Maintenance of Premises. Lessee shall, without interfering with the Lessor's operation of the Facility, (i) maintain the Premises in good condition and repair, and shall use commercially reasonable efforts to maintain Lessee's electric energy equipment located on the Premises in good condition and repair so as to be able to facilitate the Operation of the Project, (ii) give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Facility or the Premises of which it becomes aware, and (iii) exercise reasonable care to warn those lawfully on the Facility and/or the Premises of existing dangers.

6.8 Maintenance of Project. During the Term, Lessee shall, at Lessee's sole cost, maintain the Project and all areas of the Premises used by Lessee in the Operations in accordance with Applicable Laws.

6.9 Clean Condition. Lessee shall not unreasonably clutter the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.10 Taxes. Lessee shall pay when due all personal and real property taxes and assessments, if any, levied against Lessee's interest in the Premises and the Project by any governmental body (collectively, "Taxes"); *provided, however*, that Lessor agrees to reasonably cooperate with Lessee in respect of the filing of any Tax rebate or refund forms as may be applicable and upon receipt of any such funds to remit same to Lessee.

7. **SHUTDOWNS.**

7.1 Lessor Requested Shutdown. Lessor from time to time may request Lessee to

temporarily stop operation of the Project for a period no longer than three (3) days, such request to be reasonably related to Lessor's activities in maintaining and improving the Facility. If Lessor requests Lessee to stop operation of the Project for an aggregate total of more than (i) in any consecutive twelve (12) month period during the first three years following the Commercial Operations Date, five (5) days, or (ii) in any consecutive thirty-six (36) month period following the third anniversary of the Commercial Operations Date, fifteen (15) days (clauses (i) and (ii), collectively, the "Permitted Shutdown Period") (but not including periods of Force Majeure), Lessee's obligation to make any Rent Payment shall abate for such period in excess of the Permitted Shutdown Period.

7.2 Lessee Safety Shutdown. Lessee may shut down the Project if Lessee believes Premises conditions or activities of persons on the Premises, which are not under the control of Lessee, whether or not under the control of Lessor, may interfere with the safe operation of the Project. Lessee shall give Lessor notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Lessee and Lessor shall cooperate and coordinate their respective efforts to restore the conditions of the Premises so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, Lessee's obligation to make any Rent Payment shall abate for such shut-down period. If a shutdown pursuant to this Section 7.2 continues for a period of one hundred eighty (180) days or longer, Lessee may terminate this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representations. The Parties hereby represent and warrant to the other, as of the date hereof, that:

8.1.1 Authorization; Enforceability. The execution and delivery by each Party of, and the performance of their respective obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other agreement binding on that Party, or any valid order of any court, or regulatory agency or other body having authority to which either Party is subject. This Agreement constitutes a legal and valid obligation of each Party, enforceable against each Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

8.1.2 Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

8.1.3 No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound; or (iii) any Applicable Law.

8.1.4 No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any Governmental Authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

8.2 Hazardous Materials. There are no Hazardous Materials, present on, in or under the Premises in violation of any applicable law or regulation. Lessor shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessor becomes aware of any such Hazardous Materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify and defend Lessee against) any liability or cleanup obligations for any contamination or pollution or breach of Environmental Laws related to use or presence of any Hazardous Materials on, in or under the Premises that are attributable to the actions of Lessor.

9. **DEFAULT; REMEDIES; FORCE MAJEURE.**

9.1 Lessee Default. Each of the following events shall constitute a “Lessee Default”:

9.1.1 Lessee breaches any material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Lessor’s notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, so long as Lessee diligently pursues such cure; and

9.1.2 (i) Lessee (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Lessee in an involuntary case under bankruptcy law or seeking to dissolve Lessee under other Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.2 Lessor’s Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or at equity, including recovering from Lessee all resulting damages, and all other amounts of any nature due under this Agreement. Notwithstanding the foregoing, Lessor shall have a duty to take reasonable steps to mitigate its damages..

9.3 Lessor Defaults. Each of the following events shall constitute a “Lessor Default”:

9.3.1 Lessor breaches any material term of this Agreement. other than those contained under Section 6.3, and such breach remains uncured for thirty (30) days following notice of such breach to Lessor;

9.3.2 Lessor breaches Section 6.3 and such breach remains uncured for ten (10) days following notice of such breach to Lessor; and

9.3.3 (i) Lessor (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Lessor in an involuntary case under bankruptcy law or seeking to dissolve Lessor under other

Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.4 Lessee's Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, and all other amounts of any nature due under this Agreement. Notwithstanding the foregoing, Lessee shall have a duty to take reasonable steps to mitigate its damages.

9.5 Force Majeure.

9.5.1 Excuse for Force Majeure Event. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Obligations to make payments for services already provided or amounts already owed hereunder shall not be excused by a Force Majeure Event.

9.5.2 Force Majeure Event. For the purposes of this Section 9.5, "Force Majeure Event" shall mean any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electric energy and/or Energy Storage Services shall not constitute Force Majeure Events.

9.5.3 Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 9.5, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

9.5.4 Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Project, Lessee shall elect, within ninety (90) days of such event, whether it will restore the Project, which restoration will be at the sole expense of Lessee. If Lessee does not elect to restore the Project, then Lessee shall not restore the Project, will remove any portions of the Project remaining on the Premises, and this Agreement will terminate. If Lessee does elect to restore the Project, Lessee shall provide notice of such election to Lessor and Lessor and Lessee shall agree on a schedule for the restoration of the Project and an equitable extension to the Term of this Agreement. In the event of

termination of this Agreement pursuant to this Section 9.5.4, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the indemnity obligations under Section 15 hereof shall continue to apply notwithstanding the termination of this Agreement.

9.6 Termination upon Condemnation or Taking. If at any time during the Term, all or a portion of the Premises or the Project is taken for public or quasi-public use under any statute or by right of eminent domain or by voluntary sale or transfer to a condemning authority either under a threat of or in lieu of condemnation for any public or quasi-public use or purpose (a "Taking") such that, in Lessee's reasonable judgment, such condemnation or transfer renders the remainder of the Premises unsuitable for the operation of the Project (a "Total Taking"), then this Agreement shall terminate effective as of the date the condemning authority takes possession of the condemned property. Notwithstanding the foregoing, no such termination shall occur with respect to Takings involving only a portion of the Project, the Premises, if in Lessee's judgment, such Taking does not preclude or adversely affect the operation of the Project (a "Partial Taking"); provided that Lessee receives compensation for such Partial Taking in accordance with applicable law.

9.6.1 Awards. In the event of a Taking, Lessee may appear in any condemnation or eminent domain proceedings or negotiations to settle and adjust any award on account of such Taking. If this Agreement shall have terminated as a result of a Total Taking as described in Section 9.6, the proceeds of any condemnation award, settlement or compromise (net of settlement costs) shall be awarded in accordance with the values of the respective interests of Lessor and Lessee. The value of Lessee's interests in the Premises and the Project shall include: (i) the Fair Market Value of the Project (if taken); (ii) the value of Lessee's unamortized cost of lease interest and improvements; and (iii) the cost of Lessee's removal of the Project. To the extent Lessor receives proceeds from the condemning authority for claims of Lessee, Lessor shall immediately pay such proceeds to Lessee.

10. **LESSEE'S CONDITIONS PRECEDENT.**

10.1 Lessee's Conditions Precedent. Lessee's obligations under this Agreement shall be conditioned on the satisfaction or waiver by Lessee in its sole discretion of the following conditions precedent:

10.1.1 Lessor has not disturbed Lessee's interest in the premise as required under Section 6.3;

10.1.2 Lessee, directly or through an agent, has procured the ability to transact in the PJM Market and has satisfied all conditions to be a market participant therein;

10.1.3 There exist no site conditions or construction requirements that would materially increase the cost to Lessee of installing operating, maintaining or removing Project in accordance with this Agreement or the ability of the Project as designed to produce and/or deliver Energy Storage Services once installed; and

10.1.4 There is no material adverse change in any local, state and/or federal tax code after the Effective Date and prior to the installation of the Project that would materially and adversely affect the economics of the installation and/or operation for Lessee and any Financing Party.

11. **LIMITATIONS.**

11.1 Limitation of Liability. EXCEPT AS EXPLICITLY PROVIDED IN THIS

AGREEMENT, NO PARTY OR ITS AFFILIATES SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO ANY OTHER PARTY OR THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST EARNINGS OR PROFITS. THE LIMITATIONS ON LIABILITY CONTAINED IN THIS SECTION SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY.

11.2 Equitable Relief. In the event of any breach or threatened breach of this Agreement by Lessee, Lessor shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

12. FINANCING ACCOMMODATIONS.

12.1 Lessor Acknowledgment. Lessee may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons, or their agents, providing funding, financing or refinancing involving the Project. Lessor acknowledges that Lessee may obtain construction financing for the Project from a third party and that Lessee may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other funding or financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Lessor acknowledges that in connection with such transactions Lessee may secure Lessee's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate any such sale, conveyance, funding or financing, and with respect to any investor, lender or lessor, as applicable, Lessor agrees as follows:

12.1.1 Consent to Collateral Assignment. Lessor hereby consents to both of the sale or pledge of the Project to a Financing Party and the collateral assignment to the Financing Party of Lessee's right, title and interest in and to the Project and this Agreement.

12.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Lessee hereunder or cause to be cured any default of Lessee hereunder in the manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Lessee under this Agreement or (unless the Financing Party has succeeded to Lessee's interests under this Agreement) to perform any act, duty or obligation of Lessee under this Agreement, but Lessor hereby gives it the option to do so;

(c) Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Lessee to the Financing Party (or any assignee or transferee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Lessor of the transferee

or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new agreement with Financing Party (or its assignee or transferee) having substantially the same terms and conditions as this Agreement.

12.1.3 Right to Cure.

(a) Lessor will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Lessor default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, so long as the Financing Party diligently pursues such cure. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If the Financing Party (or its assignee or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Lessee's assets and shall, within the time periods described in Section 12.1.3(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

12.2 Financing Party a Third Party Beneficiary. Lessor agrees and acknowledges that each Financing Party is a third party beneficiary of the provisions of this Section 12.

12.3 Entry to Consent to Assignment. From time to time and within ten (10) days of a written request of Lessee, Lessor agrees to (i) execute any certificates, consents to assignment or acknowledgements and (ii) provide such opinions of counsel, in each case, as may be reasonably requested by Lessee and/or Financing Party in connection with any financing or sale of the Project.

12.4 Notice of Defaults and Events of Default. Lessor agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement.

12.5 Financing Party's Obligations upon Assignment of Lease. If the Financing Party (or its assignee or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Lessee's assets and assume Lessee's rights, duties and obligations under this Lease, Financing Party, or such assignee or transferee, shall be responsible from and after the date of such assignment for the payment of rent and any other amounts due hereunder and shall assume all of Lessee's obligations in respect of Section 5.2 hereof upon the termination of this Agreement. Financing Party may not assign, sublet or otherwise transfer this Agreement or all or any portion of the Premises without the consent of Lessor, which consent shall not be unreasonably withheld.

13. NOTICES.

13.1 Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Lessor:

City of Hagerstown
425 East Baltimore Street
Hagerstown MD 21740
Attention: Michael S Spiker, Director of Utilities
Email: mspiker@hagerstownmd.org

If to Lessee:

ESS Fairgrounds Project, LLC
200 South Biscayne Boulevard, Suite 2500
Miami, FL 33131-5341
Attention: Jeff Gates
Email: jeff.gates@essprojectdevelopment.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

14. GOVERNING LAW; WAIVER OF JURY TRIAL.

14.1 Governing Law. This Agreement shall be governed by the laws of the State of Maryland, including principles of good faith and fair dealing that will apply to all dealings under this Agreement. The Parties each hereby irrevocably submit in any suit, action or proceeding arising out of or related to this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith and the transactions contemplated hereby and thereby, whether arising in contract, tort, equity, or otherwise, to the exclusive jurisdiction of any state or federal court located in Maryland.

14.2 WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT.

15. INDEMNIFICATION.

15.1 Lessee's Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties (as defined below) against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, state, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, State, or local laws or regulations, on or under the Premises.

15.2 Lessor's Environmental Indemnity. Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties (as defined below) for, from, and against, any claims, costs, damages, fees, or penalties related to the presence of Hazardous Materials at the Premises and Easement Area not directly introduced by Lessee, or arising from a violation (past, present, or future) by Lessor or Lessor's agents or contractors of any federal, state, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, State, or local laws or regulations, on or under the Premises and Easement Area.

15.3 Lessee's General Indemnity to Lessor. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's elected and appointed officials, agents, officers, and employees (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's material breach of any of its obligations, representations or warranties under this Agreement, or (ii) Lessee's gross negligence or willful misconduct. Lessee's indemnification obligations under this Section 15.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

15.4 Lessor's General Indemnity to Lessee. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages and expenses, including reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's material breach of this Agreement, or (ii) Lessor's gross negligence or willful misconduct. Lessor's indemnification obligations under this Section 15.4 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

15.5 Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the indemnified person shall notify the indemnifying party in writing as soon as possible (but in any event prior to the time by which the interest of the indemnifying party will be materially prejudiced as a result of its failure to have received such notice) after the indemnified person has knowledge of the facts constituting the basis for such claim. Such notice of a claim shall specify all facts known to the indemnified person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

15.6 Defense of Claims. The indemnifying party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the indemnifying party does not assume the defense, it shall timely pay all reasonable costs of counsel and case expenses incurred by indemnified person in connection with the defense, when and as incurred. If the

indemnifying party assumes the defense, the indemnified person has the right to hire its own counsel to defend it, but the indemnified person shall be responsible for the costs of such counsel. The indemnifying party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the indemnified person (which consent shall not be unreasonably withheld), unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

15.7 Survival. The Parties' indemnification obligations contained in this Section 15 shall survive the termination, cancellation or expiration of this Agreement until expiration of any applicable statute of limitations.

16. **INSURANCE.**

16.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Term insurance coverage in the amounts and types set forth on Exhibit D. At least once annually, each Party shall furnish current certificates indicating that the insurance required under this Section 16 is being maintained. Lessor's insurance policy provided hereunder shall contain a provision whereby the insurer agrees that such policy shall not be cancelled or materially altered with providing Lessee thirty (30) days' prior written notice. Lessor's insurance policy shall be written on an occurrence basis and shall include the Lessee as an additional insured and loss payee as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party (except in the case of such Party's negligence or willful misconduct), and of any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy. All insurance maintained hereunder shall be maintained with nationally recognized, financially sound and reputable companies rated no less than A-/VII as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

16.2 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

17. **MISCELLANEOUS.**

17.1 Assignments. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Lessor, Lessee (i) may assign its rights and obligations hereunder to an Affiliate of Lessee and (ii) may sell or collaterally assign this Agreement in accordance with Section 6. For purposes of this Section 17.1, the foregoing sentence does not include any sale of all or substantially all of the assets of Lessee or any merger of Lessee with another person, whether or not Lessee is the surviving entity from such merger, or any other change in control of Lessee, provided any such surviving entity assumes all obligations of Lessee, as appropriate, under this Agreement. Further, in connection with any financing or refinancing, from time to time, upon request, Lessor shall provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Lessor and Lessee and any applicable Financing Party confirming such Financing Party's rights as assignee hereunder, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto.

17.2 Entire Agreement. This Agreement, together with the Schedule and Exhibits attached hereto and the Electric Power Service Agreement dated as of the date hereof between Lessor and Lessee, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, whether oral or written.

17.3 Amendments. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

17.4 No Partnership or Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

17.5 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17.6 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

17.7 Severability. If any non-material part of this Agreement is held to be invalid, illegal or unenforceable, the rest of this Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend this Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

17.8 Counterparts and Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

17.9 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

17.10 Memorandum. Lessor and Lessee agree to execute a memorandum of this Agreement and to record same upon the request of either Party.

17.11 Estoppel Certificate. In addition to requirements of Section 17.1, from time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

17.12 No Third Party Beneficiary. Except with respect to the rights of the Financing Parties, permitted successors and assigns and as provided above and the rights of indemnitees, (a) nothing under

this Agreement shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the obligations under this Agreement and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the obligations under this Agreement.

17.13 Further Assurances and Actions; Amendment of Description. Each Party agrees to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to execute an amendment of this Lease to modify the description of the Premises in Exhibit A as reasonable and appropriate to include the as-built Project and associated easements within it. Lessee will prepare such an amendment which, if reasonable, Lessor shall execute.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Project Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSOR:

THE CITY OF HAGERSTOWN

By:
Name: David Gysberts
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: _____

LESSEE:

ESS FAIRGROUNDS PROJECT, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

Schedule of Definitions and Rules of Interpretation

1. Definitions. The following terms used in this Lease shall have the following meanings:

“Agreement” has the meaning given to such term in the Preamble.

“Applicable Laws” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transactions described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Commencement of Construction Date” means the date, which shall be specified by Lessee to Lessor, when the Lessee delivers an executed Notice to Proceed to its contractor to commence construction of the Project.

“Commercial Operations Date” means the date, which shall be specified by Lessee to Lessor, when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of Lessor and all delivery obligations in respect of Energy Storage Services of PJM.

“Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100 (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

“Easement Area” has the meaning given to such term in Section 3.1.

“Effective Date” has the meaning given to such term in the Recitals.

“Energy Storage Services” has the meaning given to such term in the Recitals.

“Energy Storage System” has the meaning given to such term in the Recitals.

“Environmental Attributes” means any and all allowances or Emission Rate Credits pursuant to the Environmental Protection Agency’s Clean Power Plan, carbon credits, emissions reductions credits, emissions allowances pursuant to a State or voluntary scheme, green tags, Green-e certifications or other entitlements, certificates, credits, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to the Project, whether legislative or regulatory in origin, as amended from time to time.

“Environmental Laws” means any all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced,

leaked, released, spilled or disposed of at or from the Facility, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

“Facility” has the meaning given to such term in the Recitals.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” has the meaning given to such term in Section 9.5.2.

“Governmental Authorities” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Initial Rent Payment” has the meaning given to such term in Section 2.3.

“Lessee” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Lessor” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Lessee Default” has the meaning given to such term in Section 9.1.

“Lessor Default” has the meaning given to such term in Section 9.3.

“Lessee Indemnified Parties” has the meaning given to such term in Section 15.4.

“Lessor Indemnified Parties” has the meaning given to such term in Section 15.3.

“Liens” has the meaning given to such term in Section 6.2.1.

“Operations” has the meaning given to such term in Section 2.4.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Partial Taking” has the meaning given to such term in Section 9.6.

“Party” or “Parties” has the meaning given to such term in the Preamble.

“Permitted Shutdown Period” has the meaning given to such term in Section 7.1.

“Premises” has the meaning given to such term in the Recitals.

“Project” has the meaning given to such term in the Recitals.

“Project Site” has the meaning given to such term in Section 2.5.

“Rent Payment” has the meaning given to such term in Section 2.3.

“SNDA” has the meaning given to such term in Section 6.3.

“Taking” has the meaning given to such term in Section 9.6.

“Tax Attributes” means any applicable tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the Energy Storage Services made available by the Project as may from time to time be in effect.

“Taxes” has the meaning given to such term in Section 6.10.

“Term” has the meaning given to such term in Section 2.2.

“Total Taking” has the meaning given to such term in Section 9.6.

“Transfer” has the meaning given to such term in Section 6.3.

“Use Rights” has the meaning given to such term in Section 3.1.

2. Rules of Interpretation. In this Agreement, unless expressly provided otherwise:

a. the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated;

b. references to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

c. a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;

d. section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to;

e. a reference to this Agreement, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be;

f. a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

g. the singular includes the plural and vice versa;

h. This Agreement constitutes joint work product of the Parties and is not to be interpreted or construed against any Party as drafter;

i. words of any gender shall include the corresponding words of the other gender; and

j. “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly.

k. the word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental authorities; and regulated utilities.

l. in the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

m. any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

EXHIBIT A

PROPERTY DESCRIPTION

Facility

Account Identifier:			District - 22 Account Number - 000136							
Owner Information										
Owner Name:			HAGERSTOWN CITY OF				Use:		EXEMPT COMMERCIAL	
							Principal Residence:		NO	
Mailing Address:			1 E FRANKLIN ST HAGERSTOWN MD 21740-4914				Deed Reference:		/03314/ 00099	
Location & Structure Information										
Premises Address:			416 N MULBERRY ST HAGERSTOWN 21740-0000				Legal Description:		68.88 ACRES 416 N MULBERRY ST FAIRGROUNDS AREA	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	9111
0304	0003	0870		0000				2014	Plat Ref:	
Special Tax Areas:				Town:			HAGERSTOWN			
				Ad Valorem:						
				Tax Class:						
Primary Structure Built			Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1997			37962				68.8800 AC			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
		SKATING RINK								
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2014		07/01/2014		07/01/2015	
Land:			5,287,200		3,444,000					
Improvements			4,293,400		3,942,000					
Total:			9,580,600		7,386,000		7,386,000		7,386,000	
Preferential Land:			0						0	
Transfer Information										
Seller: COMMUNITY CENTER INC				Date: 02/28/1997				Price: \$1,313,940		
Type: NON-ARMS LENGTH OTHER				Deed1: /03314/ 00099				Deed2:		
Seller: HAGERSTOWN FAIRGROUNDS INC THE				Date: 12/03/1992				Price: \$965,000		
Type:				Deed1: /01133/ 00085				Deed2:		
Seller: AGR & MECH ASSN OF WASH CO				Date: 06/26/1985				Price: \$457,500		

Current more specific address of the parcel in question is 590 Security Rd, Hagerstown, MD 21740, which is a sub-parcel of the larger Fairgrounds parcels described above.

Premises

The following picture shows the very approximate footprint of the Premises to be leased with the exact and final dimensions to be determined in a civil engineering design plan to be developed

by Lessee and approved by Lessor:

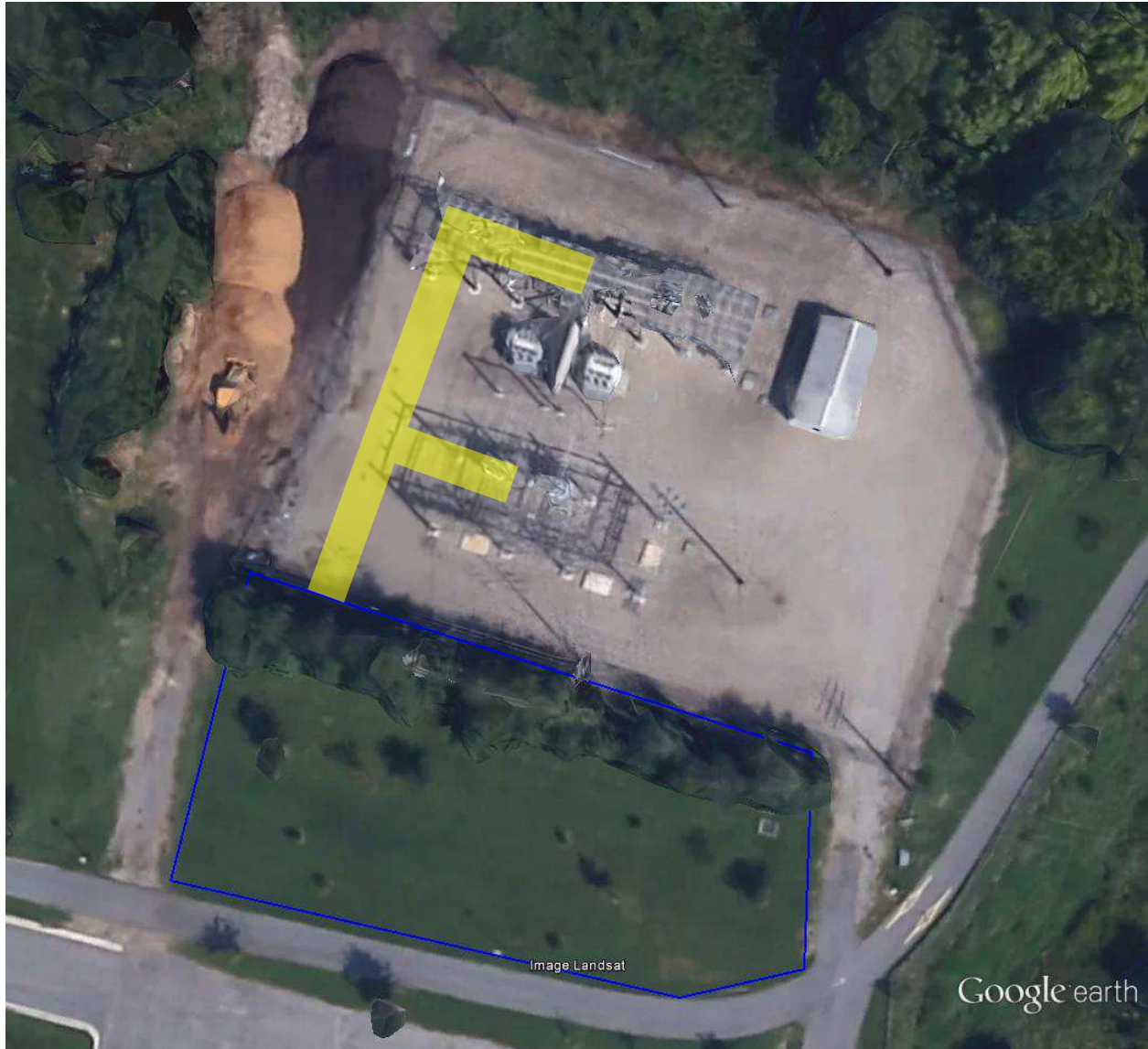


EXHIBIT B

EASEMENT AND LAYDOWN AREAS

Easement Area

The Easement Area is located in yellow as follows, which will updated and finalized based on final design conditions and site planning requirements:



Laydown Area

The Laydown Area is located as follows, which will updated and finalized based on final design conditions and site planning requirements:

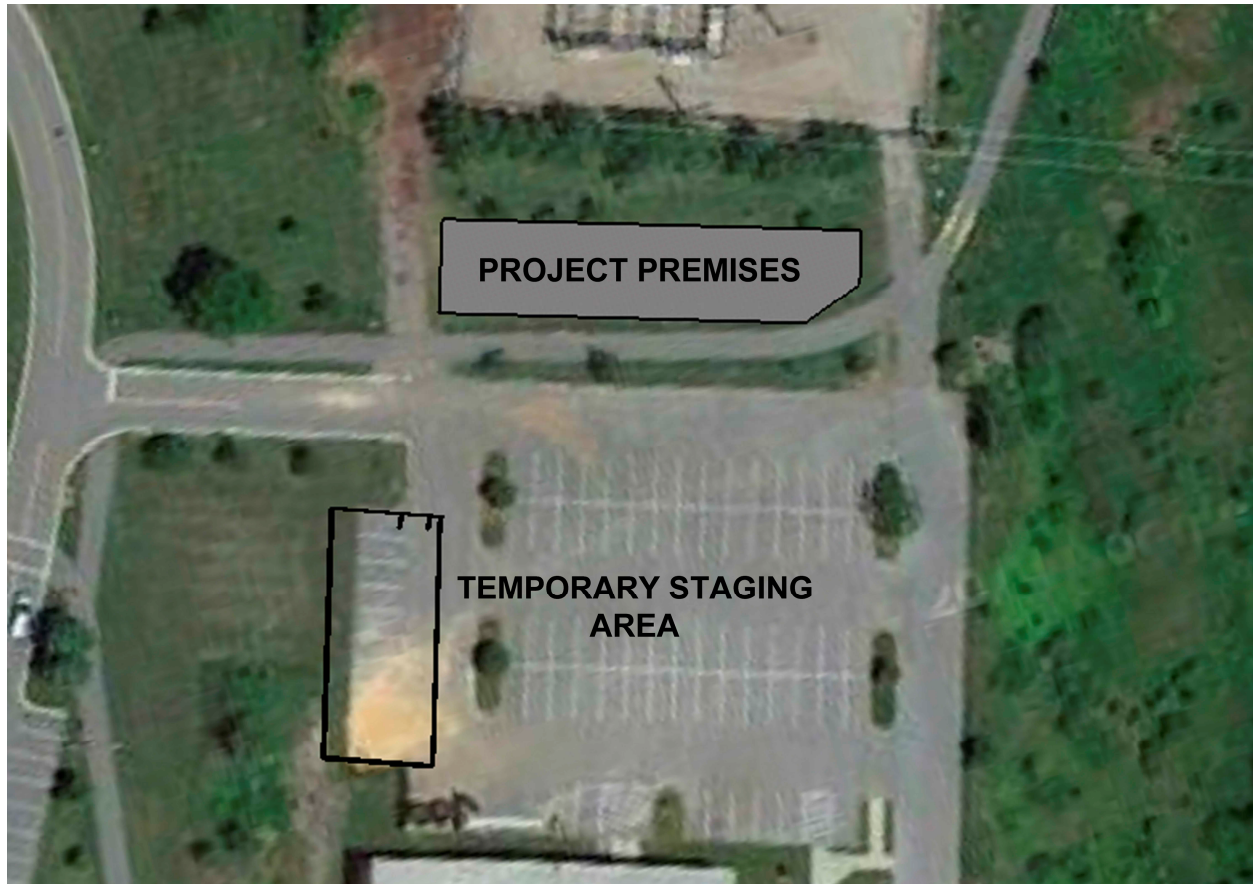


EXHIBIT C

ENCUMBRANCES ON LESSOR'S TITLE

None.

EXHIBIT D

INSURANCE REQUIREMENTS

Each Party shall procure and maintain, in full force and effect while this Agreement is in effect the following insurance policies in at least the minimum amounts specified below:

a. Commercial General Liability. Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, \$2,000,000 Products and Completed Operations aggregate; \$1,000,000 Personal Injury and Advertising injury per offense.

b. Excess Liability. Excess liability insurance, Umbrella Form, in excess of the limits provided for in the above policies (except Workers' Compensation and Employers Liability insurance), with a limit of not less than \$3,000,000 aggregate and \$1,000,000 per single occurrence.

Lessee shall procure at its own expense and maintain in full force and effect, while this Agreement is in effect, Workers' compensation insurance in compliance with Applicable Laws, and Employers Liability Insurance with limit of not less than \$1,000,000 for bodily injury per occurrence and \$2,000,000 in the aggregate, and \$1,000,000 disease policy limit.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Tax Exemptions for Alevo Energy Storage Systems at Fairground Substation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Alevo_Fairgrounds_Tax_Exemption_Motion.pdf
Alevo_Fairgrounds_Tax_Exemption_Resolution.pdf

Description

Motion
Resolution

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of a Resolution to Approve a Tax Exemption for the ESS Fairground Project, LLS in connection with its Construction, Maintenance and Operation of an Energy Storage System**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution which will provide a limited tax exemption to the applicable City Personal Property Tax due from ESS Fairground Project, LLC in connection with the Project for a period of five (5) years.

DATE OF INTRODUCTION: 11/24/2015
DATE OF PASSAGE: 11/24/2015
EFFECTIVE DATE: 11/24/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A TAX EXEMPTION
FOR ESS FAIRGROUNDS PROJECT, LLC
IN CONNECTION WITH ITS
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A NEW ENERGY STORAGE SYSTEM**

RECITALS

WHEREAS, the City of Hagerstown owns property known as the Fairgrounds Substation (the "Property"); and

WHEREAS, ESS Fairgrounds Project, LLC desires to lease a portion of said Property and make a significant investment therein by constructing, maintaining and operating a new energy storage system (the "Project"); and

WHEREAS, ESS Fairgrounds Project, LLC has applied for and requested that the Mayor and Council grant it an exemption from City Personal Property Taxes for a period of time in connection with the Project; and

WHEREAS, pursuant to Article VII, §711 of the City Charter, the Council hereby determines that the Project proposed by ESS Fairgrounds Project, LLC is included within the meaning and purpose of said provision and qualifies for a limited tax exemption at the discretion of the Council; and

WHEREAS, the Council is willing to provide a limited tax exemption to the applicable City Personal Property Tax due from ESS Fairgrounds Project, LLC in connection with the Project for a period of five (5) years; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are hereby incorporated herein as if restated verbatim.
2. That the Council does hereby exempt ESS Fairgrounds Project, LLC from City Personal Property Taxes due in connection with the Project for a period of five (5) years.
3. That City Staff be and are hereby authorized to provide the required notice of this Resolution and take whatever action is necessary in order to effectuate the purposes hereof.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 24, 2015
Date of Approval: November 24, 2015
Effective Date: November 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Lease Agreement with Alevo Energy Storage Systems at Wesel Substation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Alevo_Wesel_Lease_Agreement_Motion.pdf
Alevo_Wesel_Lease_Agreement_Resolution.pdf
Alevo_Wesel_Lease_Agreement.pdf

Description

Motion
Resolution
Lease Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of the attached Resolution and Lease Agreement with ESS Wesel Project, LLC for property located at the Hagerstown Light Department's Wesel Substation**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution and Lease Agreement with ESS Wesel Project, LLC for the purpose of the installation of an Energy Storage System located at the Hagerstown Light Department's Wesel Substation. The initial term of the agreement is 10 (ten) years and contains provisions for 2 (two) five year extensions if mutually agreed upon. The Hagerstown Light Department shall receive \$3,000.00 (three thousand dollars) per month for the term of the agreement.

DATE OF INTRODUCTION: 11/24/2015
DATE OF PASSAGE: 11/24/2015
EFFECTIVE DATE: 11/24/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A LEASE AGREEMENT
WITH ESS WESEL PROJECT, LLC TO LEASE
PROPERTY OWNED BY THE CITY FOR THE
CONSTRUCTION, MAINTENANCE AND OPERATION
OF AN ENERGY STORAGE SYSTEM**

RECITALS

WHEREAS, the City of Hagerstown owns property known as the Wesel Substation (the "Property"); and

WHEREAS, ESS Wesel Project, LLC desires to lease a portion of said Property for the purpose of constructing, maintaining and operating an energy storage system; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are hereby incorporated herein.
2. That the Lease Agreement, a copy of which is attached hereto and incorporated herein be and is hereby approved; and that the Mayor be and is hereby authorized to execute and deliver said Agreement.
3. That the Mayor, City Administrator and/or City Staff be and are hereby authorized to execute any further documentation and take whatever action is necessary in order to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 24, 2015
Date of Approval: November 24, 2015
Effective Date: November 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

**PROJECT SITE LEASE AGREEMENT
(Wesel Substation)**

THIS PROJECT SITE LEASE AGREEMENT (this “Agreement”) is made and entered into as of November __, 2015 (the “Effective Date”), by and between ESS Wesel Project, LLC, a Delaware limited liability company (“Lessee”), and The City of Hagerstown, a Maryland municipal corporation (“Lessor”). Each of Lessor and Lessee are sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lessor owns and operates a municipal electric utility and is the owner of property utilized for Lessor's Wesel substation, together with certain improvements, buildings, and other structures as more particularly described in Exhibit A (the “Facility”), and is leasing to Lessee a portion of the Facility as is also more particularly described in Exhibit A attached hereto (the “Premises”);

WHEREAS, Lessee is the developer, owner, and operator of utility scale energy storage systems and related equipment and facilities (the “Energy Storage System”); and

WHEREAS, Lessee intends to construct and operate the Energy Storage System on the Premises (the “Project”) to provide frequency regulation and other potential future services (the “Energy Storage Services”), as the case may be, to PJM Interconnection, L.L.C. (“PJM”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used but not elsewhere defined herein (including in the recitals hereto) shall have the respective meanings ascribed thereto in Schedule A.

2. **LEASE.**

2.1 Lease. Lessor hereby leases the Premises to Lessee in accordance with the terms and conditions and for the purposes set forth herein. This Agreement provides that Lessee the right to use the Premises to locate, construct, operate, maintain, repair and use an Energy Storage System to provide Energy Storage Services. The Agreement provides for an easement for access to and from the Premises. The use of the Facility for any other purpose is prohibited without prior written consent of the Lessor.

2.2 Term. The term of this Agreement shall commence on the Effective Date and terminate on the date that is ten (10) years after the Commercial Operations Date, unless terminated sooner in accordance with terms herein (the “Initial Term”). The Parties may, upon mutual written consent extend this Agreement for two (2) five (5) year extension periods (each an “Extension”), no later than sixty (60) days prior to the expiration of the Term. The Initial Term and each Extension, as the case may be, are collectively referred to herein as the “Term”. Lessee may terminate this Lease at any time at its sole discretion; *provided, however*, that if such termination by Lessee occurs on or after the date of Commencement of Construction, Lessee shall concurrent with, and as a condition to, such termination pay to Lessor the amount of Five Thousand Dollars (\$5,000.00) as liquidated damages and not as a penalty. Upon the termination of this Agreement pursuant to this Section 2.2, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such

termination and shall not incur any additional liability to each other as a result of such termination (without regard to Section 5.2, which obligations shall survive the termination of this Lease).

2.3 Payment to Lessor. As rent for the Premises and the interests therein granted to Lessee hereunder, Lessee shall pay Lessor the one-time sum of One Thousand Five Hundred Dollars (\$1,500) (the "Initial Rent Payment") within fifteen (15) days after the Effective Date. In the event that the Commencement of Construction Date shall not have occurred on or before eighteen (18) months from the Effective Date, Lessee shall pay Lessor an additional Initial Rent Payment of One Thousand Dollars (\$1,000). Upon the occurrence of the Commencement of Construction Date, Lessee shall pay Lessor the sum of Three Thousand Dollars (\$3,000) per month (or pro rata portion thereof for the first month upon the occurrence of the Commencement of Construction Date) throughout the Initial Term (the "Rent Payment"); *provided, however*, that on the commencement of each Extension hereunder, the Rent Payment shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. Lessor acknowledges and agrees that the Initial Rent Payment and each Rent Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor as rent under this Agreement.

2.4 Permitted Uses. Lessee shall have the right during the Term to do, or cause to be done, the following: (i) to construct, install and operate the Project on the Premises; (ii) to maintain, clean, repair, replace and dispose of part or all of the Project; (iii) to add or remove the Project or any part thereof; (iv) to access the Premises with guests for promotional purposes during normal operating hours and at other times as are acceptable to the Lessor in its reasonable business judgment; (v) to publish on its website or otherwise make public or distribute factual information related to the Project, including but not limited to, the general location of the Project, the name of the Lessor, and other features of the Project, consistent with applicable physical and cyber-security rules and regulations; (vi) to install and maintain equipment necessary for remote monitoring of the Project; (vii) to conduct in-person physical inspections of the Project and the Premises; and (viii) to perform all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement or in respect of the delivery of the Energy Storage Services (collectively, "Operations"). All of the Lessee's Operations shall be conducted at the sole expense of the Lessee.

2.5 Lessee's Exercise of Rights. Lessee may construct and install the Energy Storage System on the Premises in the manner Lessee deems reasonable and appropriate; *provided, however*, that Lessee shall not interfere in any way with Lessor's use, operation, or maintenance of the Facility.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, start-up, maintenance, repair, replacement and operation of the Project, at existing rates or actual cost, as appropriate. Lessor acknowledges and agrees that Lessee's use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines.

2.7 Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Facility for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during installation, testing and/or commissioning of the Project as more particularly described in Exhibit B (the "Laydown Area"), provided that Lessee shall not, under any circumstances, disrupt Lessor's operations at the Facility, and provided further that Lessee understands and acknowledges that space is limited at the Facility. Lessor shall provide Lessee a reasonable area for construction laydown. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises and/or the Facility, or property owned by Lessor adjacent to the Facility, necessary for such purposes.

2.8 Notice. Each Party shall immediately notify the other Party of any emergency relating to the Project and the nature thereof. Each Party shall notify the other Party immediately following the discovery by the first Party of any material malfunction of the Project or interruption in the supply of electric energy from the Project. Each Party shall notify the other Party immediately upon observing any damage to the Project. If Lessee becomes aware of any circumstances relating to the Project that creates an imminent risk of damage or injury to the Project, the Facility or any person, Lessee shall immediately notify Lessor.

2.9 Testing. On and following the Effective Date, Lessee and its agents, engineers, surveyors and other representatives shall have full access to the Premises, subject to any applicable notice and safety procedures as may be reasonably required by Lessor from time to time, and shall be entitled to (i) conduct (at Lessee's sole expense) any testing of the Premises as Lessee deems appropriate or convenient including, but not limited to, conducting surveys, soil borings, drainage testing, material sampling, studies or testing of environmental, biological, cultural, historical, boundary or geotechnical matters; (ii) apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits; and (iii) otherwise do those things on or off the Premises that, in the opinion of Lessee, are necessary in Lessee's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Lessor's title to the Premises, and the feasibility or suitability of the Premises for Lessee's use hereunder, all at Lessee's expense. Lessee is solely responsible for determining if the Premises are suitable for the Lessee's intended uses. Lessee accepts that the Premises and Easement Area are acceptable on an "as is" condition in all respects. Lessee will not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Lessee's inspection. Lessee shall keep the results of all such testing strictly confidential, and shall not disclose any such information to any governmental entity except to the Lessor, and to the extent, expressly required by applicable law or regulation.

2.10 Survey. Lessee shall, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises, as the case may be, to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

3. **EASEMENTS.**

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, on, under, over, and across the Premises and any other real property adjacent to the Premises and owned or leased by Lessor as more particularly described in Exhibit B attached hereto (collectively, the "Easement Area"), subject to any governmental permitting and inspection requirements, any applicable notice and safety procedures as may be reasonably required by Lessor from time to time, for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project on the Premises or for achieving all the purposes set forth in this Agreement and/or in furtherance of the Operations, including without limitation, (a) the right to clear vegetation, cut timber, and move earthen materials within the Easement Area; (b) the right to improve an access road within the Easement Area; (c) the right to place utility lines and related infrastructure within the Easement Area; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the Project and any other personal property of Lessee upon the Premises and improving the Easement Area, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the Easement Area (collectively, the "Use Rights"). The Use Rights include the right of convenient parking, access, and ingress to and egress from the Project on, over, and across the Easement Area during the Term for Lessee and its employees, contractors and sub-contractors and access to conduits to

interconnect the Project with the Facility' electric wiring, and shall survive, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the Project.

4. RIGHTS OF LESSEE.

4.1 Operations. Lessee shall have the sole and exclusive right to conduct Operations on the Premises and Easement Area. Lessor shall not grant any rights in the Premises and Easement Area purporting to permit others to conduct Operations on the Premises and Easement Area in derogation of Lessee's sole and exclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the Project on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing such claims.

4.2 Signage. Subject to all Applicable Laws, Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the Project and to Lessee's interests therein.

4.3 Energy Storage Services. As between Lessor and Lessee, Lessee shall be the exclusive owner of the electric energy and/or Energy Storage Services stored, supplied and/or delivered by the Project, until such electric energy and/or Energy Storage Services is sold to and/or accepted by PJM or other applicable third party.

4.4 Environmental Attributes. As between Lessor and Lessee, Lessee shall be the exclusive owner of any Environmental Attributes that may arise as a result of the ownership or operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Lessor shall reasonably assist Lessee in preparing any documents necessary for Lessee to receive such Environmental Attributes, and if Lessor is deemed to be the owner of any such Environmental Attributes, such Environmental Attributes shall be deemed to have been received by Lessor for Lessee's account and Lessor shall promptly assign such Environmental Attributes to Lessee pursuant to an assignment reasonably acceptable to Lessor and Lessee. If Lessor receives any payments in respect of such Environmental Attributes, Lessor shall promptly pay such payments over to Lessee.

4.5 Tax Attributes. As between Lessor and Lessee, Lessee shall be the exclusive owner of any Tax Attributes that may arise as a result of the ownership or operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Lessor shall reasonably assist Lessee in preparing all documents necessary for Lessee to receive such Tax Attributes, and if Lessor is deemed to be the owner of any such Tax Attributes, such Tax Attributes shall be deemed to have been received by Lessor for Lessee's account and Lessor shall promptly assign such Tax Attributes to Lessee pursuant to an assignment reasonably acceptable to Lessor and Lessee. If Lessor receives any payments in respect of such Tax Attributes, Lessee shall promptly pay such payments over to Lessee.

4.6 Press Releases. Each Party may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party; provided, however, that each Party shall obtain prior written consent from the other Party before making press releases containing any other information regarding the Project or this Agreement.

5. DESIGN AND CONSTRUCTION OF PROJECT.

5.1 Design and Construction. Lessor hereby consents to the construction and installation of the Project on the Premises. Lessee shall coordinate construction of the Project so as to reasonably minimize disruption to the Premises and to Lessor's activities thereon.

5.2 Removal upon Termination. Unless otherwise agreed to by the Parties, within one hundred eighty (180) days after the expiration of the Term hereof or early termination hereof for any reason, Lessee may, in its sole discretion, or shall, upon the request of the Lessor, remove the Energy Storage System and related equipment from the Premises, provided that Lessee shall not be required to remove electrical wiring or infrastructure, or any portion of the Project below grade level. If Lessor does not notify Lessee that Lessee must remove the Project, then Lessee shall have the option of abandoning the Project in place. Other than as specifically provided otherwise, the removal of the Project shall be at the cost of Lessee. In connection with such removal, Lessor shall continue to provide Lessee (and its affiliates and subcontractors) with access to the Premises without payment of further rent or consideration. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises and/or the Facility necessary for such removal purposes, provided that Lessee shall not, under any circumstances, disrupt Lessor's operations at the Facility.

6. THE PREMISES.

6.1 Title. Lessor represents and warrants to Lessee that it owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit C. Lessor shall at all times retain title to and be the legal and beneficial owner of the Premises, and all alterations, additions or improvements made to the Premises by Lessor (which shall not in any manner be construed to include any part of the Project) shall remain the property of Lessor. All persons having any ownership or possessory interest in the Premises are signing this Agreement. At the request of Lessee, and at Lessee's sole expense, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Premises as intended by this Lease.

6.2 Liens.

6.2.1 Notice to Premises Lienholders and Release. Lessor shall give effective notice of Lessee's ownership of the Project and the Project's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the Project as a fixture of the Premises, Lessor shall obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the Project as a fixture of the Premises among the land records for Washington County, Maryland, and any other filing by Lessee in a public office regarding its ownership of the Project deemed necessary or appropriate by Lessee, and Lessor hereby appoints Lessee as its agent with regarding to any such filing and authorizes Lessee to take required actions on Lessor's behalf required for such filing.

6.2.2 Project Liens. Lessor shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien on or with respect to the Project, or any interest therein, by, through or under Lessor. If Lessor becomes aware of a Lien on the Project by, through or under Lessor, Lessor shall promptly give Lessee written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.2.3 Premises Liens. Lessee shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Agreement, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the Project by Lessee. If Lessee becomes aware of a Lien on the Premises by, through or under Lessee, Lessee shall promptly give Lessor written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.2.4 Discharge and Removal of Liens by Other Party. Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a lien required to be discharged or removed under this Section 6, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all expenses incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the Lien to the other Party hereunder.

6.3 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Premises, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Agreement. Neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Premises. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber Lessor's interest in the Premises or the Facility, unless Lessor shall have given Lessee at least sixty (60) days' prior written notice thereof, which notice shall identify the transferee or beneficiary, the portion of the Premises or the Facility to be so transferred or encumbered, if applicable, and the proposed date of such transfer or encumbrance.

6.4 No Interference. Lessee hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting Lessor's operation and use of the Facility or its functions. Lessee further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) take any action that will or may materially interfere with the transmission of electric energy to or from the Facility; (ii) or take any action that may impair Lessor's access to any portion of the Facility.

6.5 Project Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the Project and all equipment (including, but not limited to, the energy storage equipment, inverters, meters, wire, data monitoring equipment and related controls, and cabling), components and moveable property of Lessee attached to or used in the operation of the Project and all alterations, additions or improvements made thereto, that no portion or component of the Project is a part of, or fixture to, the Premises, notwithstanding the manner in which the Project is or may be attached to any real property, and that in the event that the Premises is the subject of a Transfer, such Transfer shall not attach to or affect the Project, or Lessee's ownership rights to the Project. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer. The Parties acknowledge and agree that no component of the Project was custom-fabricated for use in connection with the Project and that it is the express intention of the Parties that

(x) neither the Project nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the Project constitutes fixtures. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

6.6 Premises and Project Security, Health and Safety.

6.6.1 Lessor will provide security for the Facility to the extent of its normal security procedures, practices, and policies, including restricting access to the area on which the Project is located. Lessor shall maintain the Facility in a structurally sound and safe condition consistent with all Applicable Laws.

6.6.2 In addition to the security provided by Lessor, Lessee may install any security measures that Lessee, in its sole discretion, determines are or may be reasonably necessary for the Project. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the Project or injury or damage to persons or property resulting from the Project and Operations. Such measures shall not apply to or interfere with the Lessor's equipment on the Facility.

6.7 Maintenance of Premises. Lessee shall, without interfering with the Lessor's operation of the Facility, (i) maintain the Premises in good condition and repair, and shall use commercially reasonable efforts to maintain Lessee's electric energy equipment located on the Premises in good condition and repair so as to be able to facilitate the Operation of the Project, (ii) give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Facility or the Premises of which it becomes aware, and (iii) exercise reasonable care to warn those lawfully on the Facility and/or the Premises of existing dangers.

6.8 Maintenance of Project. During the Term, Lessee shall, at Lessee's sole cost, maintain the Project and all areas of the Premises used by Lessee in the Operations in accordance with Applicable Laws.

6.9 Clean Condition. Lessee shall not unreasonably clutter the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.10 Taxes. Lessee shall pay when due all personal and real property taxes and assessments, if any, levied against Lessee's interest in the Premises and the Project by any governmental body (collectively, "Taxes"); *provided, however*, that Lessor agrees to reasonably cooperate with Lessee in respect of the filing of any Tax rebate or refund forms as may be applicable and upon receipt of any such funds to remit same to Lessee.

7. **SHUTDOWNS.**

7.1 Lessor Requested Shutdown. Lessor from time to time may request Lessee to temporarily stop operation of the Project for a period no longer than three (3) days, such request to be reasonably related to Lessor's activities in maintaining and improving the Facility. If Lessor requests Lessee to stop operation of the Project for an aggregate total of more than (i) in any consecutive twelve (12) month period during the first three years following the Commercial Operations Date, five (5) days, or (ii) in any consecutive thirty-six (36) month period following the third anniversary of the Commercial Operations Date, fifteen (15) days (clauses (i) and (ii), collectively, the "Permitted Shutdown Period") (but not including periods of Force Majeure), Lessee's obligation to make any Rent Payment shall abate for such period in excess of the Permitted Shutdown Period.

7.2 Lessee Safety Shutdown. Lessee may shut down the Project if Lessee believes Premises conditions or activities of persons on the Premises, which are not under the control of Lessee, whether or not under the control of Lessor, may interfere with the safe operation of the Project. Lessee shall give Lessor notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Lessee and Lessor shall cooperate and coordinate their respective efforts to restore the conditions of the Premises so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, Lessee's obligation to make any Rent Payment shall abate for such shut-down period. If a shutdown pursuant to this Section 7.2 continues for a period of one hundred eighty (180) days or longer, Lessee may terminate this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representations. The Parties hereby represent and warrant to the other, as of the date hereof, that:

8.1.1 Authorization; Enforceability. The execution and delivery by each Party of, and the performance of their respective obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other agreement binding on that Party, or any valid order of any court, or regulatory agency or other body having authority to which either Party is subject. This Agreement constitutes a legal and valid obligation of each Party, enforceable against each Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

8.1.2 Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

8.1.3 No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound; or (iii) any Applicable Law.

8.1.4 No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any Governmental Authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

8.2 Hazardous Materials. There are no Hazardous Materials, present on, in or under the Premises in violation of any applicable law or regulation. Lessor shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessor becomes aware of any such Hazardous Materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify and defend Lessee against) any liability or cleanup obligations for any contamination or pollution or breach of Environmental Laws related to use or presence of any Hazardous Materials on, in or under the Premises that are attributable to the actions of Lessor.

9. DEFAULT; REMEDIES; FORCE MAJEURE.

9.1 Lessee Default. Each of the following events shall constitute a “Lessee Default”:

9.1.1 Lessee breaches any material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Lessor’s notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, so long as Lessee diligently pursues such cure; and

9.1.2 (i) Lessee (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Lessee in an involuntary case under bankruptcy law or seeking to dissolve Lessee under other Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.2 Lessor’s Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or at equity, including recovering from Lessee all resulting damages, and all other amounts of any nature due under this Agreement. Notwithstanding the foregoing, Lessor shall have a duty to take reasonable steps to mitigate its damages.

9.3 Lessor Defaults. Each of the following events shall constitute a “Lessor Default”:

9.3.1 Lessor breaches any material term of this Agreement, other than those contained under Section 6.3, and such breach remains uncured for thirty (30) days following notice of such breach to Lessor;

9.3.2 Lessor breaches Section 6.3 and such breach remains uncured for ten (10) days following notice of such breach to Lessor; and

9.3.3 (i) Lessor (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) any petition is filed against Lessor in an involuntary case under bankruptcy law or seeking to dissolve Lessor under other Applicable Law and such petition is not dismissed within thirty (30) days of such filing; or (G) takes any action authorizing its dissolution.

9.4 Lessee’s Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, and all other amounts of any nature due under this Agreement. Notwithstanding the foregoing, Lessee shall have a duty to take reasonable steps to mitigate its damages.

9.5 Force Majeure.

9.5.1 Excuse for Force Majeure Event. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Obligations to make payments for services already provided or amounts already owed hereunder shall not be excused by a Force Majeure Event.

9.5.2 Force Majeure Event. For the purposes of this Section 9.5, “Force Majeure Event” shall mean any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electric energy and/or Energy Storage Services shall not constitute Force Majeure Events.

9.5.3 Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 9.5, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days’ notice to the other. In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

9.5.4 Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Project, Lessee shall elect, within ninety (90) days of such event, whether it will restore the Project, which restoration will be at the sole expense of Lessee. If Lessee does not elect to restore the Project, then Lessee shall not restore the Project, will remove any portions of the Project remaining on the Premises, and this Agreement will terminate. If Lessee does elect to restore the Project, Lessee shall provide notice of such election to Lessor and Lessor and Lessee shall agree on a schedule for the restoration of the Project and an equitable extension to the Term of this Agreement. In the event of termination of this Agreement pursuant to this Section 9.5.4, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the indemnity obligations under Section 15 hereof shall continue to apply notwithstanding the termination of this Agreement.

9.6 Termination upon Condemnation or Taking. If at any time during the Term, all or a portion of the Premises or the Project is taken for public or quasi-public use under any statute or by right of eminent domain or by voluntary sale or transfer to a condemning authority either under a threat of or in lieu of condemnation for any public or quasi-public use or purpose (a “Taking”) such that, in Lessee’s reasonable judgment, such condemnation or transfer renders the remainder of the Premises unsuitable for the operation of the Project (a “Total Taking”), then this Agreement shall terminate effective as of the date the condemning authority takes possession of the condemned property. Notwithstanding the foregoing, no

such termination shall occur with respect to Takings involving only a portion of the Project, the Premises, if in Lessee's judgment, such Taking does not preclude or adversely affect the operation of the Project (a "Partial Taking"); provided that Lessee receives compensation for such Partial Taking in accordance with applicable law.

9.6.1 Awards. In the event of a Taking, Lessee may appear in any condemnation or eminent domain proceedings or negotiations to settle and adjust any award on account of such Taking. If this Agreement shall have terminated as a result of a Total Taking as described in Section 9.6, the proceeds of any condemnation award, settlement or compromise (net of settlement costs) shall be awarded in accordance with the values of the respective interests of Lessor and Lessee. The value of Lessee's interests in the Premises and the Project shall include: (i) the Fair Market Value of the Project (if taken); (ii) the value of Lessee's unamortized cost of lease interest and improvements; and (iii) the cost of Lessee's removal of the Project. To the extent Lessor receives proceeds from the condemning authority for claims of Lessee, Lessor shall immediately pay such proceeds to Lessee.

10. LESSEE'S CONDITIONS PRECEDENT.

10.1 Lessee's Conditions Precedent. Lessee's obligations under this Agreement shall be conditioned on the satisfaction or waiver by Lessee in its sole discretion of the following conditions precedent:

10.1.1 Lessor has not disturbed Lessee's interest in the premise as required under Section 6.3;

10.1.2 Lessee, directly or through an agent, has procured the ability to transact in the PJM Market and has satisfied all conditions to be a market participant therein;

10.1.3 There exist no site conditions or construction requirements that would materially increase the cost to Lessee of installing operating, maintaining or removing Project in accordance with this Agreement or the ability of the Project as designed to produce and/or deliver Energy Storage Services once installed; and

10.1.4 There is no material adverse change in any local, state and/or federal tax code after the Effective Date and prior to the installation of the Project that would materially and adversely affect the economics of the installation and/or operation for Lessee and any Financing Party.

11. LIMITATIONS.

11.1 Limitation of Liability. EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, NO PARTY OR ITS AFFILIATES SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO ANY OTHER PARTY OR THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST EARNINGS OR PROFITS. THE LIMITATIONS ON LIABILITY CONTAINED IN THIS SECTION SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY.

11.2 Equitable Relief. In the event of any breach or threatened breach of this Agreement by Lessee, Lessor shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

12. FINANCING ACCOMMODATIONS.

12.1 Lessor Acknowledgment. Lessee may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons, or their agents, providing funding, financing or refinancing involving the Project. Lessor acknowledges that Lessee may obtain construction financing for the Project from a third party and that Lessee may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other funding or financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Lessor acknowledges that in connection with such transactions Lessee may secure Lessee's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate any such sale, conveyance, funding or financing, and with respect to any investor, lender or lessor, as applicable, Lessor agrees as follows:

12.1.1 Consent to Collateral Assignment. Lessor hereby consents to both of the sale or pledge of the Project to a Financing Party and the collateral assignment to the Financing Party of Lessee's right, title and interest in and to the Project and this Agreement.

12.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Lessee hereunder or cause to be cured any default of Lessee hereunder in the manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Lessee under this Agreement or (unless the Financing Party has succeeded to Lessee's interests under this Agreement) to perform any act, duty or obligation of Lessee under this Agreement, but Lessor hereby gives it the option to do so;

(c) Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Lessee to the Financing Party (or any assignee or transferee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new agreement with Financing Party (or its assignee or transferee) having substantially the same terms and conditions as this Agreement.

12.1.3 Right to Cure.

(a) Lessor will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such

right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Lessor default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, so long as the Financing Party diligently pursues such cure. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If the Financing Party (or its assignee or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Lessee's assets and shall, within the time periods described in Section 12.1.3(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

12.2 Financing Party a Third Party Beneficiary. Lessor agrees and acknowledges that each Financing Party is a third party beneficiary of the provisions of this Section 12.

12.3 Entry to Consent to Assignment. From time to time and within ten (10) days of a written request of Lessee, Lessor agrees to (i) execute any certificates, consents to assignment or acknowledgements and (ii) provide such opinions of counsel, in each case, as may be reasonably requested by Lessee and/or Financing Party in connection with any financing or sale of the Project.

12.4 Notice of Defaults and Events of Default. Lessor agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement.

12.5 Financing Party's Obligations upon Assignment of Lease. If the Financing Party (or its assignee or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Lessee's assets and assume Lessee's rights, duties and obligations under this Lease, Financing Party, or such assignee or transferee, shall be responsible from and after the date of such assignment for the payment of rent and any other amounts due hereunder and shall assume all of Lessee's obligations in respect of Section 5.2 hereof upon the termination of this Agreement. Financing Party may not assign, sublet or otherwise transfer this Agreement or all or any portion of the Premises without the consent of Lessor, which consent shall not be unreasonably withheld.

13. NOTICES.

13.1 Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Lessor:

City of Hagerstown
425 East Baltimore Street

Hagerstown MD 21740
Attention: Michael S Spiker, Director of Utilities
Email: mspiker@hagerstownmd.org

If to Lessee:

ESS Wesel Project, LLC
200 South Biscayne Boulevard, Suite 2500
Miami, FL 33131-5341
Attention: Jeff Gates
Email: jeff.gates@essprojectdevelopment.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

14. GOVERNING LAW; WAIVER OF JURY TRIAL.

14.1 Governing Law. This Agreement shall be governed by the laws of the State of Maryland, including principles of good faith and fair dealing that will apply to all dealings under this Agreement. The Parties each hereby irrevocably submit in any suit, action or proceeding arising out of or related to this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith and the transactions contemplated hereby and thereby, whether arising in contract, tort, equity, or otherwise, to the exclusive jurisdiction of any state or federal court located in Maryland.

14.2 WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT.

15. INDEMNIFICATION.

15.1 Lessee's Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties (as defined below) against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, state, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, State, or local laws or regulations, on or under the Premises.

15.2 Lessor's Environmental Indemnity. Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties (as defined below) for, from, and against, any claims, costs, damages, fees, or penalties related to the presence of Hazardous Materials at the Premises and Easement Area not directly introduced by Lessee, or arising from a violation (past, present, or future) by Lessor or Lessor's agents or contractors of any federal, state, or local law, ordinance, order, or regulation relating to the generation,

manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, State, or local laws or regulations, on or under the Premises and Easement Area.

15.3 Lessee's General Indemnity to Lessor. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's elected and appointed officials, agents, officers, and employees (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's material breach of any of its obligations, representations or warranties under this Agreement, or (ii) Lessee's gross negligence or willful misconduct. Lessee's indemnification obligations under this Section 15.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

15.4 Lessor's General Indemnity to Lessee. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages and expenses, including reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's material breach of this Agreement, or (ii) Lessor's gross negligence or willful misconduct. Lessor's indemnification obligations under this Section 15.4 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

15.5 Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the indemnified person shall notify the indemnifying party in writing as soon as possible (but in any event prior to the time by which the interest of the indemnifying party will be materially prejudiced as a result of its failure to have received such notice) after the indemnified person has knowledge of the facts constituting the basis for such claim. Such notice of a claim shall specify all facts known to the indemnified person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

15.6 Defense of Claims. The indemnifying party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the indemnifying party does not assume the defense, it shall timely pay all reasonable costs of counsel and case expenses incurred by indemnified person in connection with the defense, when and as incurred. If the indemnifying party assumes the defense, the indemnified person has the right to hire its own counsel to defend it, but the indemnified person shall be responsible for the costs of such counsel. The indemnifying party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the indemnified person (which consent shall not be unreasonably withheld), unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

15.7 Survival. The Parties' indemnification obligations contained in this Section 15 shall survive the termination, cancellation or expiration of this Agreement until expiration of any applicable statute of limitations.

16. **INSURANCE.**

16.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Term insurance coverage in the amounts and types set forth on Exhibit D. At least once annually, each

Party shall furnish current certificates indicating that the insurance required under this Section 16 is being maintained. Lessor's insurance policy provided hereunder shall contain a provision whereby the insurer agrees that such policy shall not be cancelled or materially altered with providing Lessee thirty (30) days' prior written notice. Lessor's insurance policy shall be written on an occurrence basis and shall include the Lessee as an additional insured and loss payee as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party (except in the case of such Party's negligence or willful misconduct), and of any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy. All insurance maintained hereunder shall be maintained with nationally recognized, financially sound and reputable companies rated no less than A-/VII as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

16.2 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

17. MISCELLANEOUS.

17.1 Assignments. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Lessor, Lessee (i) may assign its rights and obligations hereunder to an Affiliate of Lessee and (ii) may sell or collaterally assign this Agreement in accordance with Section 6. For purposes of this Section 17.1, the foregoing sentence does not include any sale of all or substantially all of the assets of Lessee or any merger of Lessee with another person, whether or not Lessee is the surviving entity from such merger, or any other change in control of Lessee, provided any such surviving entity assumes all obligations of Lessee, as appropriate, under this Agreement. Further, in connection with any financing or refinancing, from time to time, upon request, Lessor shall provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Lessor and Lessee and any applicable Financing Party confirming such Financing Party's rights as assignee hereunder, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto.

17.2 Entire Agreement. This Agreement, together with the Schedule and Exhibits attached hereto and the Electric Power Service Agreement dated as of the date hereof between Lessor and Lessee, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, whether oral or written.

17.3 Amendments. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

17.4 No Partnership or Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

17.5 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17.6 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

17.7 Severability. If any non-material part of this Agreement is held to be invalid, illegal or unenforceable, the rest of this Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend this Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

17.8 Counterparts and Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

17.9 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

17.10 Memorandum. Lessor and Lessee agree to execute a memorandum of this Agreement and to record same upon the request of either Party.

17.11 Estoppel Certificate. In addition to requirements of Section 17.1, from time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

17.12 No Third Party Beneficiary. Except with respect to the rights of the Financing Parties, permitted successors and assigns and as provided above and the rights of indemnitees, (a) nothing under this Agreement shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the obligations under this Agreement and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the obligations under this Agreement.

17.13 Further Assurances and Actions; Amendment of Description. Each Party agrees to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to execute an amendment of this Lease to modify the description of the Premises in Exhibit A as reasonable and appropriate to include the as-built Project and associated easements within it. Lessee will prepare such an amendment which, if reasonable, Lessor shall execute.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Project Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSOR:

THE CITY OF HAGERSTOWN

By: _____
Name: David Gysberts
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: _____

LESSEE:

ESS WESEL PROJECT, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

Schedule of Definitions and Rules of Interpretation

1. Definitions. The following terms used in this Lease shall have the following meanings:

“Agreement” has the meaning given to such term in the Preamble.

“Applicable Laws” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transactions described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Commencement of Construction Date” means the date, which shall be specified by Lessee to Lessor, when the Lessee delivers an executed Notice to Proceed to its contractor to commence construction of the Project.

“Commercial Operations Date” means the date, which shall be specified by Lessee to Lessor, when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of Lessor and all delivery obligations in respect of Energy Storage Services of PJM.

“Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100 (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

“Easement Area” has the meaning given to such term in Section 3.1.

“Effective Date” has the meaning given to such term in the Recitals.

“Energy Storage Services” has the meaning given to such term in the Recitals.

“Energy Storage System” has the meaning given to such term in the Recitals.

“Environmental Attributes” means any and all allowances or Emission Rate Credits pursuant to the Environmental Protection Agency’s Clean Power Plan, carbon credits, emissions reductions credits, emissions allowances pursuant to a State or voluntary scheme, green tags, Green-e certifications or other entitlements, certificates, credits, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to the Project, whether legislative or regulatory in origin, as amended from time to time.

“Environmental Laws” means any all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked,

released, spilled or disposed of at or from the Facility, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

“Facility” has the meaning given to such term in the Recitals.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” has the meaning given to such term in Section 9.5.2.

“Governmental Authorities” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Initial Rent Payment” has the meaning given to such term in Section 2.3.

“Lessee” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Lessor” has the meaning given to such term in the Preamble and includes its successors and permitted assigns.

“Lessee Default” has the meaning given to such term in Section 9.1.

“Lessor Default” has the meaning given to such term in Section 9.3.

“Lessee Indemnified Parties” has the meaning given to such term in Section 15.4.

“Lessor Indemnified Parties” has the meaning given to such term in Section 15.3.

“Liens” has the meaning given to such term in Section 6.2.1.

“Operations” has the meaning given to such term in Section 2.4.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Partial Taking” has the meaning given to such term in Section 9.6.

“Party” or “Parties” has the meaning given to such term in the Preamble.

“Permitted Shutdown Period” has the meaning given to such term in Section 7.1.

“Premises” has the meaning given to such term in the Recitals.

“Project” has the meaning given to such term in the Recitals.

“Project Site” has the meaning given to such term in Section 2.5.

“Rent Payment” has the meaning given to such term in Section 2.3.

“SNDA” has the meaning given to such term in Section 6.3.

“Taking” has the meaning given to such term in Section 9.6.

“Tax Attributes” means any applicable tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the Energy Storage Services made available by the Project as may from time to time be in effect.

“Taxes” has the meaning given to such term in Section 6.10.

“Term” has the meaning given to such term in Section 2.2.

“Total Taking” has the meaning given to such term in Section 9.6.

“Transfer” has the meaning given to such term in Section 6.3.

“Use Rights” has the meaning given to such term in Section 3.1.

2. Rules of Interpretation. In this Agreement, unless expressly provided otherwise:

a. the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated;

b. references to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

c. a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;

d. section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to;

e. a reference to this Agreement, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be;

f. a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

g. the singular includes the plural and vice versa;

h. This Agreement constitutes joint work product of the Parties and is not to be interpreted or construed against any Party as drafter;

i. words of any gender shall include the corresponding words of the other gender; and

j. “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly.

k. the word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental authorities; and regulated utilities.

l. in the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

m. any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

EXHIBIT A

PROPERTY DESCRIPTION

Facility

[DESCRIPTION TO BE PROVIDED AND INSERTED].

Premises

The following picture shows the very approximate footprint of the Premises to be leased with the exact and final dimensions to be determined in a civil engineering design plan to be developed by Lessee and approved by Lessor:

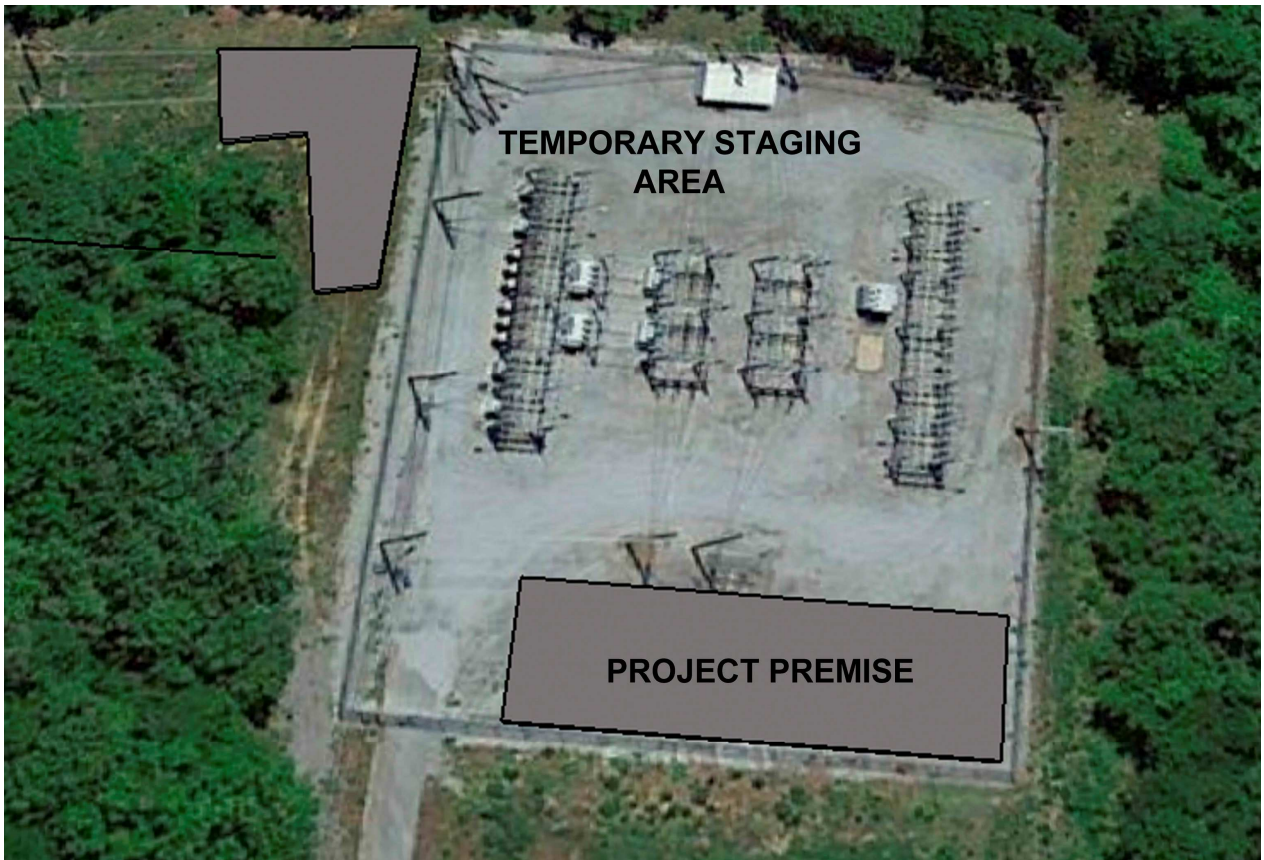


EXHIBIT B

EASEMENT AND LAYDOWN AREAS

Easement and Laydown Areas

The Easement and Laydown Areas are located as follows, which will updated and finalized based on final design conditions and site planning requirements:

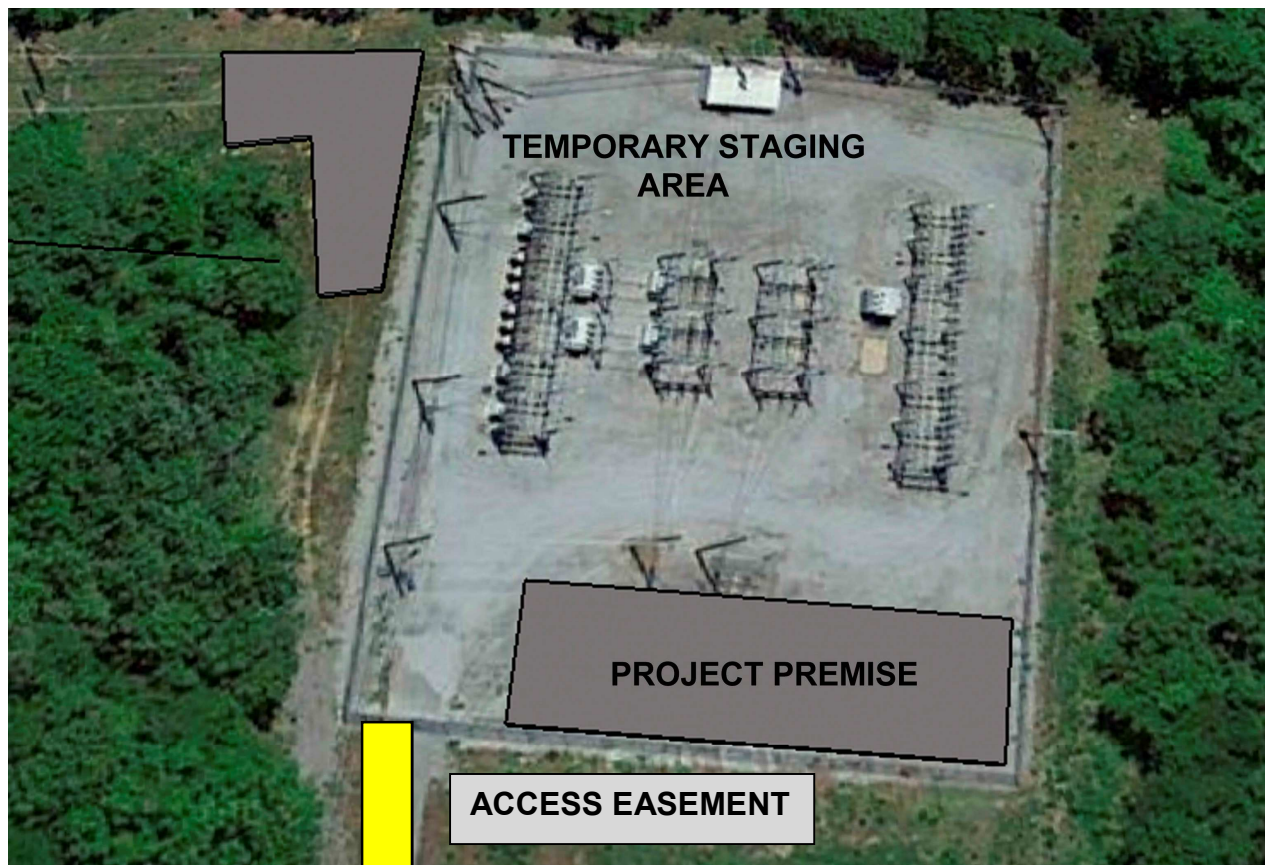


EXHIBIT C

ENCUMBRANCES ON LESSOR'S TITLE

None.

EXHIBIT D

INSURANCE REQUIREMENTS

Each Party shall procure and maintain, in full force and effect while this Agreement is in effect the following insurance policies in at least the minimum amounts specified below:

a. Commercial General Liability. Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, \$2,000,000 Products and Completed Operations aggregate; \$1,000,000 Personal Injury and Advertising injury per offense.

b. Excess Liability. Excess liability insurance, Umbrella Form, in excess of the limits provided for in the above policies (except Workers' Compensation and Employers Liability insurance), with a limit of not less than \$3,000,000 aggregate and \$1,000,000 per single occurrence.

Lessee shall procure at its own expense and maintain in full force and effect, while this Agreement is in effect, Workers' compensation insurance in compliance with Applicable Laws, and Employers Liability Insurance with limit of not less than \$1,000,000 for bodily injury per occurrence and \$2,000,000 in the aggregate, and \$1,000,000 disease policy limit.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Tax Exemptions for Alevo Energy Storage Solutions at Wesel Substation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Alevo_Wesel_Tax_Exemption_Motion.pdf
Alevo_Wesel_Tax_Exemption_Resolution.pdf

Description

Motion
Resolution

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of a Resolution to Approve a Tax Exemption for the
ESS Wesel Project, LLS in connection with its Construction,
Maintenance and Operation of an Energy Storage System**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution which will provide a limited tax exemption to the applicable City Personal Property Tax due from ESS Wesel Project, LLC in connection with the Project for a period of five (5) years.

DATE OF INTRODUCTION: 11/24/2015
DATE OF PASSAGE: 11/24/2015
EFFECTIVE DATE: 11/24/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A TAX EXEMPTION
FOR ESS WESEL PROJECT, LLC
IN CONNECTION WITH ITS
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A NEW ENERGY STORAGE SYSTEM**

RECITALS

WHEREAS, the City of Hagerstown owns property known as the Wesel Substation (the “Property”); and

WHEREAS, ESS Wesel Project, LLC desires to lease a portion of said Property and make a significant investment therein by constructing, maintaining and operating a new energy storage system (the “Project”); and

WHEREAS, ESS Wesel Project, LLC has applied for and requested that the Mayor and Council grant it an exemption from City Personal Property Taxes for a period of time in connection with the Project; and

WHEREAS, pursuant to Article VII, §711 of the City Charter, the Council hereby determines that the Project proposed by ESS Wesel Project, LLC is included within the meaning and purpose of said provision and qualifies for a limited tax exemption at the discretion of the Council; and

WHEREAS, the Council is willing to provide a limited tax exemption to the applicable City Personal Property Tax due from ESS Wesel Project, LLC in connection with the Project for a period of five (5) years; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are hereby incorporated herein as if restated verbatim.
2. That the Council does hereby exempt ESS Wesel Project, LLC from City Personal Property Taxes due in connection with the Project for a period of five (5) years.
3. That City Staff be and are hereby authorized to provide the required notice of this Resolution and take whatever action is necessary in order to effectuate the purposes hereof.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 24, 2015
Date of Approval: November 24, 2015
Effective Date: November 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Bulk Road Salt Purchase - Mid-Atlantic Salt, LLC (Narbeth, PA) Budget \$123,000.00 (\$73.90 per ton)

Mayor and City Council Action Required:

Approval to purchase the bulk road salt from Mid-Atlantic Salt, LLC

Discussion:

Used to melt snow and ice from city streets and alleys.

(1) Department Manager: Washington County Government bid the purchase of the bulk road salt for themselves and the City of Hagerstown. In past years, the State of Maryland bid the road salt and the city utilized their vendors. The FY15 price for salt was \$83.91 per ton utilizing the State of Maryland's vendors. This year's price is \$9.31 LESS per ton. Chemical cost for FY15 was \$207,533 using an estimated 2,688 tons and was \$241,246 in FY14 using an estimated 3,838 tons. Chemical costs also include bagged salt for sidewalks

Financial Impact:

1	Bulk Road Salt	\$73.90/ton

TOTAL VALUE OF PROJECT: \$73.90per ton

Recommendation:

Purchase the salt from Mid-Atlantic Salt, LLC

OTHER VENDORS:		
Firm	City/State	Total Amount
Cargill, Inc.	Olmsted, OH	\$80.14/ton
Government MLO	Chevy Chase, MD	\$82.00/ton
Eastern Salt Co., Inc.	Lowell, MA	\$89.90/ton
Golden Contracting Services, LLC	Hampstead, MD	\$101.46/ton
American Rock Salt Co., LLC	Mt. Norris, NY	\$105.07/ton

Motion:

MOTION: I hereby move for Mayor and Council approval of the bulk road salt purchase for City operations from Mid-Atlantic Salt, LLC. The bid price is \$73.90 per ton. The budget estimate for this expense is \$123,000. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

Action Dates:

Contract effectiveness December 1, 2015

ATTACHMENTS:**File Name**

Motion_Bulk_Salt_Purchase.pdf
Road_Salt.pdf

Description

Motion
Consent Agenda

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 24, 2015

TOPIC: **Approval of Bulk Salt Purchase**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the bulk road salt purchase for City operations from Mid-Atlantic Salt, LLC. The bid price is \$ 73.90 per ton. The budget estimate for this expense is \$ 123,000. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/24/15**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$123,000 Account Balance: \$123,000 Year: 15/16 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt	\$73.90/ton

TOTAL VALUE OF PROJECT: \$73.90per ton

ABOVE TO BE USED FOR: _____

Used to melt snow and ice from city streets and alleys.

Recommended Vendor:

Business Name: Mid-Atlantic Salt, LLC
Address: 1305 Hollow Cove
City, State: Narbeth, PA 19072 [(215)723-7240; midatlanticsalt@zoominternet.net]
Bid/Proposal/Quote No.: Washington County PUR-1300

OTHER VENDORS:		
Firm	City/State	Total Amount
Cargill, Inc.	Olmsted, OH	\$80.14/ton
Government MLO	Chevy Chase, MD	\$82.00/ton
Eastern Salt Co., Inc.	Lowell, MA	\$89.90/ton
Golden Contracting Services, LLC	Hampstead, MD	\$101.46/ton
American Rock Salt Co., LLC	Mt. Norris, NY	\$105.07/ton

(1) Department Manager: Washington County Government bid the purchase of the bulk road salt for themselves and the City of Hagerstown. In past years, the State of Maryland bid the road salt and the city utilized their vendors. The FY15 price for salt was \$83.91 per ton utilizing the State of Maryland's vendors. This year's price is \$9.31 LESS per ton. Chemical cost for FY15 was \$207,533 using an estimated 2,688 tons and was \$241,246 in FY14 using an estimated 3,838 tons. Chemical costs also include bagged salt for sidewalks.

EB Deh 10/30/15

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jacort Miller 11/3/15

Signature / Date

(3) Finance Manager:

Recommend approval of these necessary purchases for snow removal.

Michelle Hoffman 11/6/15

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Valerie A. Meers 11/4/15

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Bulk Diesel Fuel Purchase - Cato, Inc. (Salisbury, MD) \$187,581.00 (\$1.5425 per gallon)

Mayor and City Council Action Required:

Approval of Cato Inc. as the vendor to supply bulk diesel fuel

Discussion:

Highway use of diesel fuel for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Financial Impact:

1 each	Bulk Diesel Fuel Purchase	\$1.5425/gal
	Price is per the OPIS (Oil Price Information Service) average on 9/10/15 of	
	\$1.5325/gal plus the bidder's plus factor of \$0.0100/gallon	
	Federal Oil Spill Tax (\$0.0019/gal); MD Oil Transfer Tax (\$0.001905/gal); State	
	Excise Tax (\$0.3285/gal); Federal LUST Tax (\$0.001/gal)	

TOTAL VALUE OF PROJECT: \$187,581.00

OTHER VENDORS:		
Firm	City/State	Total Amount
Space Petroleum & Chemical	Columbia, MD	\$1.5500/gal
Mansfield Oil Company	Gainesville, GA	\$1.5507/gal
James River Solutions	Ashland, VA	\$1.5516/gal
PAPCO, Inc.	Aston, PA	\$1.5519/gal
Petroleum Marketing Group, Inc.	Woodbridge, VA	\$1.5520/gallon
TAC Energy	Dallas, TX	\$1.5624/gal
AC&T	Hagerstown, MD	\$1.5650/gal.
Petroleum Traders Corporation	Fort Wayne, IN	\$1.5670/gal

Recommendation:

(1) Department Manager: Washington County Government competitively bids out the diesel fuel for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor price of \$0.0100/gallon is good from December 1, 2015 through November 30, 2016. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

Motion:

MOTION: I hereby move for Mayor and Council approval of the bulk diesel fuel purchase for City operations from Cato, Inc. The bid price is \$1.5425 per gallon. The estimated annual cost of diesel fuel is \$187,581 based on an estimated annual use of 100,000 gallons. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

Action Dates:

Contract would be effective from December 1, 2015 to November 30, 2016

ATTACHMENTS:

File Name

2015.2016_Diesel_Fuel_Purchase_Motion_Sheet.pdf

Bulk_Diesel_Fuel.pdf

Description

Motion Sheet for bulk diesel fuel

Consent Agenda

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of Bulk Diesel Fuel Purchase**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk diesel fuel purchase for City operations from Cato, Inc. The bid price is \$1.5425 per gallon. The estimated annual cost of diesel fuel is \$187,581 based on an estimated annual use of 100,000 gallons. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/24/15**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: xxxx-5431 Account / Project Name: Fuel Inventory
Budget Amount: \$614,895 Account Balance: \$492,465 Year: 15/16 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase	\$1.5425/gal
	Price is per the OPIS (Oil Price Information Service) average on 9/10/15 of	
	\$1.5325/gal plus the bidder's plus factor of \$0.0100/gallon	
	Federal Oil Spill Tax (\$0.0019/gal); MD Oil Transfer Tax (\$0.001905/gal); State	
	Excise Tax (\$0.3285/gal); Federal LUST Tax (\$0.001/gal)	

TOTAL VALUE OF PROJECT: \$187,581.00

ABOVE TO BE USED FOR:

Highway use of diesel fuel for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name: Cato, Inc.
Address: 104 Parsons Rd., PO Box 1030
City, State: Salisbury, MD 21803 (410-546-1215)
Bid/Proposal/Quote No.: Washington County PUR-1297

OTHER VENDORS:		
Firm	City/State	Total Amount
Space Petroleum & Chemical	Columbia, MD	\$1.5500/gal
Mansfield Oil Company	Gainesville, GA	\$1.5507/gal
James River Solutions	Ashland, VA	\$1.5516/gal
PAPCO, Inc.	Aston, PA	\$1.5519/gal
Petroleum Marketing Group, Inc.	Woodbridge, VA	\$1.5520/gallon
TAC Energy	Dallas, TX	\$1.5624/gal
AC&T	Hagerstown, MD	\$1.5650/gal.
Petroleum Traders Corporation	Fort Wayne, IN	\$1.5670/gal

(1) Department Manager: Washington County Government competitively bids out the diesel fuel for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor price of \$0.0100/gallon is good from December 1, 2015 through November 30, 2016. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

EB Del 10/30/15

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason T. Miller 11/3/15

Signature / Date

(3) Finance Manager:

Recommend approval. This contract crosses fiscal years. There is funding included in the FY16 approved budget; it is anticipated that amounts will be included in the FY17 budget as well.

Michelle Hyman 11/2/15

Signature / Date

(4) City Administrator's Recommendation:

Recommend approval

Valery A. Means 11/4/15

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Bulk Gasoline Purchase - Mansfield Oil Co. (Gainesville, GA) \$244,107.00 (\$1.4691 per gallon)

Mayor and City Council Action Required:

Approval of Mansfield Oil Company as the gasoline supplier

Discussion:

Highway and off-road use of gasoline for General Fund Departments (Public Works, Parks, etc.), Utility (Light, Water, Wastewater), Golf Course, CDBG and Parking to operate equipment and vehicles.

Estimated value based on 136,000 gallons usage in a 12 month period.

Financial Impact:

1 each	Bulk Gasoline Purchase 87 Octane (est. 136,000 gallons used per year)	\$1.4691/gal
	Price is per the OPIS (Oil Price Information Service) average on 09/10/15 of	
	\$1.4700/gal plus the bidder's plus factor of \$-0.0009/gallon	
	Federal Gas LUST Tax (\$0.001/gal); MD Gas Motor Fuel Tax (\$0.321/gal)	
	MD Oil Transfer Fee (\$0.001905/gal) Oil Spill Tax (\$0.0019/gal)	

ESTIMATED TOTAL VALUE OF PROJECT: \$244,107.00

OTHER VENDORS:		
Firm	City/State	Total Amount
Petroleum Traders	Fort Wayne, IN	\$1.4761/gallon
PAPCO, Inc.	Aston, PA	\$1.4784/gallon
TAC Energy	Dallas, TX	\$1.4785/gallon
Catco Gas & Oil	Salisbury, MD	\$1.4887/gallon
Petroleum Marketing Group, Inc.	Woodbridge, VA	\$1.4898/gallon
AC&T	Hagerstown, MD	\$1.5000/gallon

Recommendation:

(1) Department Manager: Washington County Government competitively bids out the gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary from the bid price depending upon the current OPIS rate over the length of the contract. The bidder's Plus Factor price of \$-0.0009/gallon is good from December 1, 2015 to November 30, 2016. Total value of contract is based on an estimated amount of 136,000 gallons of gasoline to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

Motion:

MOTION: I hereby move for Mayor and Council approval of the bulk gasoline purchase for City operations from Mansfield Oil Co. The bid price is \$1.4691 per gallon. The estimated annual cost of gasoline is \$244,107 based on an estimated annual use of 136,000 gallons. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

Action Dates:

Contract would be effective from December 1, 2015 to November 30, 2016

ATTACHMENTS:

File Name

2015.2016_Gasoline_Purchase_Motion_Sheet.pdf
Bulk_Gasoline_Purchase.pdf

Description

Motion Sheet Bulk Gasoline
Consent Agenda

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of Bulk Gasoline Purchase**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk gasoline purchase for City operations from Mansfield Oil Co. The bid price is \$1.4691 per gallon. The estimated annual cost of gasoline is \$244,107 based on an estimated annual use of 136,000 gallons. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 24, 2015

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/24/15**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: xxxx-5431 Account / Project Name: Fuel Inventory
Budget Amount: \$614,895 Account Balance: \$492,465 Year: 15/16 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund, Light, Water, Wastewater, Golf, Parking

Quantity	Description	Value
1 each	Bulk Gasoline Purchase 87 Octane (est. 136,000 gallons used per year)	\$1.4691/gal
	Price is per the OPIS (Oil Price Information Service) average on 09/10/15 of	
	\$1.4700/gal plus the bidder's plus factor of \$-0.0009/gallon	
	Federal Gas LUST Tax (\$0.001/gal); MD Gas Motor Fuel Tax (\$0.321/gal)	
	MD Oil Transfer Fee (\$0.001905/gal) Oil Spill Tax (\$0.0019/gal)	

ESTIMATED TOTAL VALUE OF PROJECT: \$244,107.00

ABOVE TO BE USED FOR:

Highway and off-road use of gasoline for General Fund Departments (Public Works, Parks, etc.), Utility (Light, Water, Wastewater), Golf Course, CDBG and Parking to operate equipment and vehicles.

Estimated value based on 136,000 gallons usage in a 12 month period.

Recommended Vendor:

Business Name: Mansfield Oil Co.
Address: 1025 Airport Parkway
City, State: Gainesville, GA 30501-6813 (800-255-6699)
Bid/Proposal/Quote No.: Washington County PUR-1297

OTHER VENDORS:

Firm	City/State	Total Amount
Petroleum Traders	Fort Wayne, IN	\$1.4761/gallon
PAPCO, Inc.	Aston, PA	\$1.4784/gallon
TAC Energy	Dallas, TX	\$1.4785/gallon
Catco Gas & Oil	Salisbury, MD	\$1.4887/gallon
Petroleum Marketing Group, Inc.	Woodbridge, VA	\$1.4898/gallon
AC&T	Hagerstown, MD	\$1.5000/gallon

(1) Department Manager: Washington County Government competitively bids out the gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary from the bid price depending upon the current OPIS rate over the length of the contract. The bidder's Plus Factor price of \$-0.0009/gallon is good from December 1, 2015 to November 30, 2016. Total value of contract is based on an estimated amount of 136,000 gallons of gasoline to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

EB Del 10/30/15

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason L. Miller 11/3/15

Signature / Date

(3) Finance Manager:

Recommend approval. There is funding included in the FY16 approved budget? it is expected that it amounts will be included in the FY17 budget since cross fiscal years.

Michelle Hopen 11/2/15

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Valerie A. Phares 11/4/15

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Utilities Bulk Chemical Purchase - Water Division \$583,196.00 (multiple vendors) and Wastewater Division \$660,335.00 (multiple vendors)

Mayor and City Council Action Required:

Requested approval of the Utilities Department Chemical Purchase FY 16/17 in the amount of \$583,196.00 for the Wastewater Division and \$660,335.00 for the Water Division.

Discussion:

Chemicals for the Utilities Department - Water and Wastewater Divisions bid through Washington County PUR 1296. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2015.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

Financial Impact:

Water and Wastewater Division--Various Accounts funded through Operating Funds- Water has \$344,089 in FY16 and Wastewater has \$291,742 in FY16. FY17 amounts will be requested through upcoming budget process.

Recommendation:

Staff Recommended approval.

Motion:

DATE: November 24, 2015

TOPIC: Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 16 and the first half of Fiscal Year 17.

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$583,196.00 (five hundred eighty three thousand one hundred ninety six dollars) of Wastewater Division funds and the expenditure of \$660,335.00 (six hundred sixty thousand three hundred thirty five dollars) of Water Division funds for the purchase of bulk chemicals. This approval is based on unit cost of each chemical and the estimated quantities. The actual cost will be determined by actual chemical purchased and could be more or less than the totals stated herein. The purchases will occur in the second half of Fiscal Year 16 and the first half of Fiscal Year 17. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1296.

DATE OF INTRODUCTION: 11/24/15

DATE OF PASSAGE: 11/24/15

EFFECTIVE DATE: 11/24/15

Action Dates:

11/24/15 Regular Session

ATTACHMENTS:

File Name

Description

Utilities_Department_Motion_for_Chemical_Purchase_112405.doc

Utilities Department Motion
for Chemical Purchase
112405

Utilities_Division_Chemical_Bid_Evaluation_FY16_1_112415.pdf

Utilities Division Chemical
Bid Evaluation FY16 1
112415

Utilities_Division_Chemical_Bid_Evaluation_FY16_112415..pdf

Utilities Division Chemical
Bid Evaluation FY16 112415

Wastewater_Division_Consent_Form.pdf

Wastewater Division
Consent Agenda

Water_Division_Consent_Form.pdf

Water Division Consent
Agenda

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 16 and the first half of Fiscal Year 17.**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$583,196.00 (five hundred eighty three thousand one hundred ninety six dollars) of Wastewater Division funds and the expenditure of \$660,335.00 (six hundred sixty thousand three hundred thirty five dollars) of Water Division funds for the purchase of bulk chemicals. This approval is based on unit cost of each chemical and the estimated quantities. The actual cost will be determined by actual chemical purchased and could be more or less than the totals stated herein. The purchases will occur in the second half of Fiscal Year 16 and the first half of Fiscal Year 17. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1296.

DATE OF INTRODUCTION: 11/24/15
DATE OF PASSAGE: 11/24/15
EFFECTIVE DATE: 11/24/15

Water and Wastewater Chemical Bid Recommendation for FY16 & FY17

Operation and Account Number	FY16 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY16 Unit Cost	FY16/17 Projected Annual Cost
R.C. WILLSON WATER PLANT - 52-70501									
559103		2	Liquid Chlorine	Water	60	Ton	JCI JONES CHEMICALS, INC.	\$ 429.00	\$ 25,740.00
559123		3	Aqueous Ammonia - 19%	Water	50,000	Pound	TANNER INDUSTRIES, INC.	\$ 0.59	\$ 29,250.00
559113		6	Powdered Activated Carbon	Water	16	Ton	UNIVAR USA	\$ 2,205.00	\$ 35,280.00
559110		7	Polyaluminum Chloride	Water	100	Dry Ton	USALCO, LLC	\$ 2,032.00	\$ 203,200.00
559101		10	25% Liquid Caustic Soda	Water	150,000	Gallon	UNIVAR USA	\$ 0.81	\$ 121,650.00
559119		11	Sulfuric Acid (93-95%)	Water	30,000	Gallon	BRENNTAG NORTHEAST	\$ 1.57	\$ 47,085.00
559112		15	Potassium Permanganate	Water	50,000	Pound	UNIVAR USA	\$ 3.4300	\$ 171,500.00
559121		27	Sodium Bisulfite	Water	6,000	Pound	UNIVAR USA	\$ 0.295	\$ 1,770.00
559106		29	Sodium Fluorosilicate	Water	44,000	Pound	UNIVAR USA	\$ 0.565	\$ 24,860.00
559122		35	Poly-Orthophosphate	Water	180,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC		\$ -

Operation and Account Number	FY16 Budgeted Amount	FY16 Expenses	Description
R.C. WILLSON WATER PLANT - 52-70501			
559103	\$ 25,000.00	\$ 9,408	Liquid Chlorine
559123	\$ -	\$ 8,830	Aqueous Ammonia - 19%
559113	\$ 25,000.00	\$ 17,600	Powdered Activated Carbon
559110	\$ 275,000.00	\$ 68,490	Polyaluminum Chloride
559101	\$ 150,000.00	\$ 76,140	25% Liquid Caustic Soda
559119	\$ 60,000.00	\$ 24,689	Sulfuric Acid (93-95%)
559112	\$ 100,000.00	\$ 59,376	Potassium Permanganate
559121	\$ -	\$ 714	Sodium Bisulfite
559106	\$ 15,000.00	\$ 2,430	Sodium Fluorosilicate
559122	\$ -	\$ 38,234	Poly-Orthophosphate
Total:	\$ 650,000	\$ 305,911	

FY16/17 Estimated Expense

WILLSON **\$660,335.00**

TOTAL ESTIMATED WATER COST \$660,335.00

Water and Wastewater Chemical Bid Recommendation for FY16 & FY17

Operation and Account Number	FY16 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY16 Unit Cost	FY16/17 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
559105	\$ 55,000	4	38% Ferric Chloride	Wastewater	60	Dry Ton	PVS TECHNOLOGIES, INC.	\$ 483.800	\$ 29,028.00
559115	\$ 21,000	5B	12.5% Sodium Hypochlorite	Wastewater	12,000	Gallon	UNIVAR USA	\$ 1.440	\$ 17,280.00
559104	\$ 75,000	22	3" Tablet Chlorine	Wastewater	10,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 1.550	\$ 15,503.00
559102	\$ 28,000	30	Defoamer	Wastewater	3,500	Gallon	MARYLAND BIOCHEMICAL CO.	\$ 7.020	\$ 24,570.00
559117	\$ 130,000	31	Thioguard (Magnesium Hydroxide)	Wastewater	135,000	Gallon	PREMIER MAGNESIA	\$ 2.540	\$ 342,900.00
559116	\$ 75,000	37	Polymer (Zetag 8814)	Wastewater	5,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 10.943	\$ 54,715.00
559118	\$ 150,000	33	Methanol	Wastewater	80,000	Gallon	UNIVAR USA	\$ 1.240	\$ 99,200.00
		36	Caustic Soda (50%)	Wastewater	2,000	Gallon	BRENNTAG NORTHEAST, INC.		\$ -

Operation and Account Number	FY16 Budgeted Amount	FY16 Expenses	Description
Wastewater Treatment Plant 54-71501			
559105	\$ 30,000	\$ 8,991	38% Ferric Chloride
559115	\$ 15,000	\$ 6,577	12.5% Sodium Hypochlorite
54-72601-559104	\$ 7,500	\$ -	3" Tablet Chlorine
559102	\$ 28,000	\$ 3,137	Defoamer
559117	\$ 130,000	\$ 51,025	Thioguard
54-72601- 559117	\$ 20,000	\$ -	Thioguard
559116	\$ 60,000	\$ 4,884	Polymer (Zetag 8814)
54-71501 (5374)	\$ 150,000	\$ 79,144	Methanol
559101	\$ 5,000	\$ -	Caustic Soda (50%)
Total:	\$ 445,500	\$ 153,758	

FY16/17 Estimated Expense

WASTEWATER TREATMENT \$583,196.00

TOTAL ESTIMATED WASTEWATER COST \$583,196.00

<u>WATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
<u>COMPANY NAME</u>						
GEORGE S. COYNE CHEMICAL CO., INC	1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.554	2,750	\$ 7,023.50
UNIVAR USA	1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.740	2,750	\$ 7,535.00
UNIVAR USA	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 499.000	60	\$ 29,940.00
JCI JONES CHEMICALS, INC.	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 429.000	60	\$ 25,740.00
TANNER INDUSTRIES, INC.	3	AQUEOUS AMMONIA (19%) - EXCEPTION	POUND	\$ 0.585	50,000	\$ 29,250.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 2,875.000	16	\$ 46,000.00
UNIVAR USA	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 2,205.000	16	\$ 35,280.00
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 2,032.000	100	\$ 203,200.00
GULBRANDSEN TECHNOLOGIES, INC.	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 2,400.000	100	\$ 240,000.00
CHEMTRITE	10	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON BULK	\$ 0.853	150,000	\$ 127,920.00
UNIVAR USA	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON BULK	\$ 0.811	150,000	\$ 121,650.00
BRENNTAG NORTHEAST	10	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON BULK	\$ 0.920	150,000	\$ 138,000.00
BRENNTAG NORTHEAST	11	SULFURIC ACID (93-95%) - EXCEPTION	GALLON BULK	\$ 1.570	30,000	\$ 47,085.00
CHEMTRITE	15	POTASSIUM PERMANGANATE - EXCEPTION	POUND	\$ 1.9900	50,000	\$ 99,500.00
GEORGE S. COYNE CHEMICAL CO., INC	15	POTASSIUM PERMANGANATE	POUND	\$ 1.8859	50,000	\$ 94,295.00
UNIVAR USA	15	POTASSIUM PERMANGANATE	POUND	\$ 3.4300	50,000	\$ 171,500.00
AMATO INDUSTRIES, INC.	27	SODIUM BISULFITE (38-40%) - EXCEPTION	POUND	\$ 0.6600	6,000	\$ 3,960.00
GEORGE S. COYNE CHEMICAL CO., INC	27	SODIUM BISULFITE (38-40%)	POUND	\$ 0.6424	6,000	\$ 3,854.40
UNIVAR USA	27	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2950	6,000	\$ 1,770.00
UNIVAR USA	29	SODIUM FLUOROSILICATE	POUND	\$ 0.565	44,000	\$ 24,860.00
CARUS CORPORATION	35	POLY-ORTHOPHOSPHATE	POUND	\$ 0.393	180,000	\$ 70,740.00
GEORGE S. COYNE CHEMICAL CO., INC	35	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	\$ 0.369	180,000	\$ 66,438.00

WASTEWATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
GULBRANDSEN TECHNOLOGIES, INC.	4	FERRIC CHLORIDE	DRY TON	\$ 580.000	60	\$ 34,800.00
KEMIRA WATER SOLUTIONS, INC	4	FERRIC CHLORIDE - EXCEPTION	DRY TON	\$ 496.100	60	\$ 29,766.00
PVS TECHNOLOGIES, INC.	4	FERRIC CHLORIDE	DRY TON	\$ 483.800	60	\$ 29,028.00
UNIVAR USA	5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.440	12,000	\$ 17,280.00
AMATO INDUSTRIES, INC.	5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.650	12,000	\$ 19,800.00
CHEMRITE INC.	22	3" CHLORINE TABLETS	POUNDS	\$ 1.920	10,000	\$ 19,200.00
GEORGE S. COYNE CHEMICAL CO., INC	22	3" CHLORINE TABLETS	POUNDS	\$ 1.550	10,000	\$ 15,503.00
UNIVAR USA	22	3" CHLORINE TABLETS	POUNDS	\$ 1.985	10,000	\$ 19,850.00
AMATO INDUSTRIES, INC.	22	3" CHLORINE TABLETS - EXCEPTION	POUNDS	\$ 3.380	10,000	\$ 33,800.00
GEORGE S. COYNE CHEMICAL CO., INC	30	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLONS	\$ 8.934	3,500	\$ 31,269.00
MARYLAND BIOCHEMICAL CO.	30	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLONS	\$ 7.020	3,500	\$ 24,570.00
PREMIER MAGNESIA	31	THIOGUARD - EXCEPTION	GALLON BULK	\$ 2.540	135,000	\$ 342,900.00
GEORGE S. COYNE CHEMICAL CO., INC	37	POLYMER - ZETAG 8814 - EXCEPTION	GALLON	\$ 10.943	5,000	\$ 54,715.00
UNIVAR USA	33	METHANOL - EXCEPTION	GALLONS	\$ 1.2400	80,000	\$ 99,200.00
THATCHER COMPANY OF NEW YORK	33	METHANOL - EXCEPTION	GALLONS	\$ 1.5200	80,000	\$ 121,600.00
BRENNTAG NORTHEAST, INC.	36	CASUSTIC SODA (50%)	GALLONS	\$ 2.1020	2,000	\$ 4,204.00
CHEMRITE, INC.	36	CASUSTIC SODA (50%)	GALLONS	\$ 2.1100	2,000	\$ 4,220.00

Approval For: _____
Consent Agenda: _____
New Business: _____

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS Technologies)	\$ 29,028.00
12,000 Gallons	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Univar USA)	\$ 17,280.00
5,000 Pounds	Wastewater - Chemicals - 3" Tablet Chlorine (Coyne Chemical)	\$ 15,503.00
3,500 Gallons	Wastewater - Chemicals - Defoamer Suppressor MB012 SF (Maryland BioChemical)	\$ 24,570.00
135,000 Gallons	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 342,900.00
5000 Gallons	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 54,715.00
50,000 Pounds	Wastewater - Chemicals - Methanol (Univar USA)	\$ 99,200.00
	TOTAL	\$ 583,196.00

Bid spans 2-fiscal years and balance will be budgeted in the FY17 Budget.

See Attached Summary Report

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2015.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

M. Spitzer

Director of Utilities

November 4, 2015

Date

Ampl W. Miller

Water Operations Manager

November 4, 2015

Date

Purchasing Agent

Recommend Approval.

Jason T. Miller

Signature

11/12/15

Date

Finance Manager:

Recommend approval of these necessary chemicals. The contract and purchase order will span both FY16 and FY17. There are adequate funds in FY16 approved budget's to anticipate to include in FY17.

Michelle Hogen

Signature

11/12/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Meunier

Signature

11/12/15

Date

Approval For: _____
Consent Agenda: ☒ X _____
New Business: _____

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Water - Chemicals - Liquid Chlorine (JCI Jones Chemicals)	\$ 25,740.00
50,000 Pounds	Water - Chemicals - Aqueous Ammonia (Tanner Industries, Inc.)	\$ 29,250.00
16 Tons	Water - Chemicals - Powered Activated Carbon (Univar)	\$ 35,280.00
100 Dry Tons	Water - Chemicals - DelPac (USALCO)	\$ 203,200.00
70,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 121,650.00
70,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Brenntag Northeast)	\$ 47,085.00
50,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar)	\$ 171,500.00
6,000 Pounds	Water - Chemicals - Sodium Bisulfite (Univar USA)	\$ 1,770.00
44,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (Univar USA)	\$ 24,860.00
	TOTAL	\$ 660,335.00

Bid spans 2-fiscal years and balance will be budgeted in the FY17 Budget.

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2015

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

M. Spitzer

Director of Utilities

November 4, 2015

Date

Nancy Hannon

Water Operations Manager

November 4, 2015

Date

Purchasing Agent

Recommend Approval.

Jason T. Miller

Signature

11/12/15

Date

Finance Manager:

Recommend approval of these necessary chemicals. This contract and order will cross fiscal years. Funding has been included in FY16 approved budget; it is expected to be included in FY17.

Michelle Lepley

Signature

11/12/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Nease

Signature

11/12/15

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Purchase of Light Department Bucket Truck - Altec Industries, Inc. (Plains, PA)
\$225,673.00

Mayor and City Council Action Required:

Requested Approval of the Electric Division Replacement Purchase of Vehicle 121 in the amount of \$225,673.

Discussion:

The Hagerstown Light Department requests for purchase the replacement of the Aerial Bucket Truck Vehicle #121 (purchased in January 1999). The vehicle is utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1999 fifty-five foot reach Altec bucket truck mounted on a GMC chassis was purchased for \$112,022.00. The truck has been in service over 15 years and the life span of the aerial unit has been exceeded and is now obsolete.

Line operations and aerial bucket truck design and capabilities have greatly changed since 1999. New trucks of equivalent size can now be outfitted with additional devices to improve work productivity and provide a more reliable platform for which lineworkers can perform their duties. Safety improvements have also been drastically improved with computer controlled construction and welding processes that eliminate fatigue and failure of structural and insulating components. The National Joint Powers Alliance advertized, on a national level, RFP 031014 for Public Utility Equipment with Related Accessories and Supplies in 2014 for a term of 4 years. Altec Industries, Inc. was successfully awarded this contract and is able to provide to the Hagerstown Light Department, using the City of Hagerstown Membership ID 18203, a 60' Working Height Material Handling Bucket Truck mounted on a 2017 Freightliner M2-106 Chassis in the amount of \$225,673.00.

Financial Impact:

Account 5085001-5840-C0090 possesses an account balance of \$201,612. The emergency repairs to the lower boom assembly of unit 124 earlier in FY16 in the amount of \$25,842 reflects the unbudgeted amount for this scheduled purchase. Remaining funds shall be allocated from the Electric Fund's cash balance. Recommend purchase using the City of Hagerstown's membership with the National Joint Powers Alliance. Minor alterations to custom design may increase cost an additional \$5,000 (PO not to exceed \$231,000).

Recommendation:

Staff recommended approval of the purchase

Motion:

DATE: November 24, 2015

TOPIC: Approval of a Motion for the purchase of a 60 foot Reach Height Material Handling Bucket Truck mounted on a 2017 Freightliner M2-106 Chassis from Altec Industries, Inc., Plains, PA

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council approve the purchase of a 60 foot Reach Height Material Handling Bucket Truck mounted on a 2017 Freightliner M20106 Chassis from Altec Industries, Inc., Plains, PA in the amount of \$225,673.00 (two hundred twenty-five thousand six hundred seventy-three dollars). Account #5085001-5840-C0090 has \$250,000 (two hundred fifty thousand dollars) budgeted in FY16.

DATE OF INTRODUCTION: 11/24/2015

DATE OF PASSAGE: 11/24/2015

EFFECTIVE DATE: 11/24/2015

Action Dates:

November 24 Regular Session

ATTACHMENTS:

File Name

Electric_Division_Memo_for_Vehicle_121_111715.doc

Electric_Division_Motion_for_the_Purchase_of_Vehicle_121_112415.doc

Electric_Division_Consent_Agenda_Vehicle_121_112415.pdf

Electric_Division_Vehicle_Replacement_Form_Veh_121.pdf

Description

Electric Division
Memo for Vehicle
121 111715

Electric Division
Motion for the
Purchase of Vehicle
121 112415

Electric Division
Consent Agenda
Vehicle 121 112415

Electric Division
Vehicle Replacement
Form Vehicle 121

Electric_Division_Vehicle_121_Quote_112415.pdf

Electric Division
Vehicle 121 Quote
112415

Electric_Division_Vehicle_121_Maintenance_Repair_Orders_112415.pdf

Electric Division
Vehicle 121
Maintenance Repair
Orders 112415

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

November 24, 2015

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities

Nathan Fridinger, Electric Operations Manager

SUBJECT: HLD Truck #121 Replacement

ACTION: Requested approval of the New Business Item

The Hagerstown Light Department requests for purchase the replacement of the Aerial Bucket Truck Vehicle #121 (purchased in January 1999). The vehicle is utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1999 fifty-five foot reach Altec bucket truck mounted on a GMC chassis was purchased for \$112,022.00. The truck has been in service or over 15 years and the life span of the aerial unit has been exceeded is now obsolete.

Line operations and aerial bucket truck design and capabilities have greatly changed since 1999. New trucks of equivalent size can now be outfitted with additional devices to improve work productivity and provide a more reliable platform for which lineworkers can perform their duties. Safety improvements have also been drastically improved with computer controlled construction and welding processes that eliminate fatigue and failure of structural and insulating components.

The National Joint Powers Alliance advertized, on a national level, RFP 031014 for Public Utility Equipment with Related Accessories and Supplies in 2014 for a term of 4 years. Altec Industries, Inc. was successfully awarded this contract and is able to provide to the Hagerstown Light Department, using the City of Hagerstown Membership ID 18203, a 60' Working Height Material Handling Bucket Truck mounted on a 2017 Freightliner M2-106 Chassis in the amount of \$225,673.00.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: **Approval of a Motion for the purchase of a 60 foot Reach Height Material Handling Bucket Truck mounted on a 2017 Freightliner M2-106 Chassis from Altec Industries, Inc., Plains, PA**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the purchase of a 60 foot Reach Height Material Handling Bucket Truck mounted on a 2017 Freightliner M20106 Chassis from Altec Industries, Inc., Plains, PA in the amount of \$225,673.00 (two hundred twenty-five thousand six hundred seventy-three dollars). Account #5085001-5840-C0090 has \$250,000 (two hundred fifty thousand dollars) budgeted in FY16.

DATE OF INTRODUCTION: 11/24/2015

DATE OF PASSAGE: 11/24/2015

EFFECTIVE DATE: 11/24/2015

(1) DEPARTMENT MANAGER:

The emergency repairs to the lower boom assembly of unit 124 earlier in FY16 in the amount of \$25,842 reflects the unbudgeted amount for this scheduled purchase. Remaining funds shall be allocated from the Electric Fund's cash balance.

Approximately \$54,000 in repairs have been made to unit 121 in the past ten years. The boom and turret design has become obsolete and replacement parts are becoming more difficult to obtain.

Recommend purchase using the City of Hagerstown's membership with the National Joint Powers Alliance. Minor alterations to custom design may increase cost an additional \$5,000 (PO not to exceed \$231,000).



11/4/2015

SIGNATURE/DATE

(2) PURCHASING AGENT:

SIGNATURE/DATE

(3) FINANCE MANAGER:

SIGNATURE/DATE

(4) CITY ADMINISTRATOR:

SIGNATURE/DATE



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2016/17

Department: Utilities **Division:** Electric (Light)

Vehicle Call #: 121 Model Yr: 1999 Serial #: 1298BB1358

Make: GMC/Altec Model: 7000/AM650

Vehicle Description: GMC Chassis Altec 55' Aerial Bucket Truck

Mileage/Hours: 41939/5440 Repair Costs to Date: \$49,948

of Service Orders: 109 Condition: Fair

Reason(s) for Replacement:	
<input checked="" type="checkbox"/>	Deteriorating Condition
<input type="checkbox"/>	Undersized for Type of Work
<input checked="" type="checkbox"/>	Hours and/or Age
<input checked="" type="checkbox"/>	Other (explain in detail)

Parts requiring replacment are obsolete from Altec.
Utility Body is rusting through.
Hydraulic System continues to deteriorate.

Is purchase an addition to the fleet? No

Reason for addition: _____

Disposition:	
<input type="checkbox"/>	Addition
<input type="checkbox"/>	Transfer within City
<input checked="" type="checkbox"/>	Disposal/Auction
<input type="checkbox"/>	Junked

Salvage Value: \$10,000+

Notes:

Prepared By: Jason Bachtell Date: 11/2/2015

Quoted for: City of Hagerstown

Altec Account Manager: Rich Held
 Phone: 443-745-4640 / Fax: 570-822-3108 / Email: Rich.Held@Altec.com
 Quoted by: Karen Barbini

REFERENCE ALTEC MODEL

AM60	Overcenter Aerial Device with Material Handling (Insulated)	\$185,462
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Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AM60-ESR	Extended Side Reach (AM60E)	\$3,231
2			
3			
4			
5			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	\$477
3	PSW12	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet at Rear.	\$2,525
4	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$161
5	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
6			
7			
8			

NJPA OPTIONS TOTAL: \$192,054

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Unit options, per specs	\$125
2	UNIT & HYDRAULIC ACC	Unit accessories, per specs	\$486
3	BODY	Altec steel body, per specs	\$18,300
4	BODY & CHASSIS ACC	Body accessories, per specs	\$3,416
5	ELECTRICAL	Electrical accessories, per specs	\$6,753
6	FINISHING	Finishing details, per specs	\$2,499
7	CHASSIS	2017 Freightliner M2-106 4 x 2 Chassis	\$0
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$31,579

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$223,633

Delivery to Customer: \$2,040

TOTAL FOR UNIT/BODY/CHASSIS: \$225,673

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **280-310** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

Search and Select:

Units	Unit - Unit Number	121 (Trucks) CMG
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Report Parameters:

R/O Work	ALL R/O's (Internal Work, External Work, or Both)
R/O Costs	ALL Costs (Internal and External)

121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
20694		9/28/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$47.61	\$47.61
FIX HYD LEAK							
Totals For 20694					\$0.00	\$47.61	\$47.61
19707		5/5/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	\$417.54	\$570.20	\$987.74
Replaced clutch assembly							
Totals For 19707					\$417.54	\$570.20	\$987.74
19602		4/20/2015		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$1,050.50	\$0.00	\$1,050.50
Totals For 19602					\$1,050.50	\$0.00	\$1,050.50
19586		4/16/2015		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	067-000-000	\$41.00	\$459.69	\$500.69
Repair holes in fiberglass bucket with fiberglass patch and fill and spray gelcoat on repairs.							
Totals For 19586					\$41.00	\$459.69	\$500.69
19588		4/14/2015		Eddie's Detail Shop			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$225.00	\$225.00
RECOVER SEAT BOTTOM							
Totals For 19588					\$0.00	\$225.00	\$225.00
19515		4/8/2015	41,136 Miles	Scott Kiser			

Repair Order History

10/28/2015 1:35:50 PM

Eastern Standard Time

121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$72.97	\$299.00	\$371.97
PERFORM B-PM AND DOT INSPECTION. REMOVE SEAT AND TAKE TO EDDIES FOR REPAIR. PICK UP SEAT AND INSTALL.							
Totals For 19515					\$72.97	\$299.00	\$371.97

18296		9/8/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$413.40	\$131.34	\$544.74
Change hydraulic fluid and filter.							
Totals For 18296					\$413.40	\$131.34	\$544.74

18254		9/3/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$262.68	\$262.68
Check for hydraulic problem.							
Totals For 18254					\$0.00	\$262.68	\$262.68

18202		8/19/2014		Altec Industries (CMG)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$51.34	\$0.00	\$51.34
Totals For 18202					\$51.34	\$0.00	\$51.34

18106		8/8/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$131.34	\$131.34
Repair rear outriger fittings.							
Totals For 18106					\$0.00	\$131.34	\$131.34

17642		5/19/2014		Scott Kiser			
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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$131.34	\$131.34
		Check fast idle. American Test list.					
Totals For 17642					\$0.00	\$131.34	\$131.34

17351		4/1/2014	38,198 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	026-000-000	\$0.00	\$985.05	\$985.05
		Remove and rebuild transmission					
			Dot inspection	MSC-000-000	\$1,183.37	\$131.34	\$1,314.71
		DOT Inspection					
			Routine Work	PMS-000-000	\$53.17	\$65.67	\$118.84
		B-Maint					
Totals For 17351					\$1,236.54	\$1,182.06	\$2,418.60

16598		11/20/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$190.00	\$114.04	\$304.04
		Checked charging system and replaced batteries. Cleaned terminals.					
Totals For 16598					\$190.00	\$114.04	\$304.04

16323		10/8/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$31.20	\$65.68	\$96.88
		Replace air switch in dash.					
Totals For 16323					\$31.20	\$65.68	\$96.88

Repair Order History

10/28/2015 1:35:50 PM

Eastern Standard Time

121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
15628		6/7/2013	36,453 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$0.00	\$65.67	\$65.67
Engine cranks but wont start sometimes. Found bad relay. Replaced relay.							
Totals For 15628					\$0.00	\$65.67	\$65.67
15415		5/7/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$21.33	\$131.34	\$152.67
DOT Inspection.							
			Routine Work	PMS-000-000	\$73.30	\$65.67	\$138.97
B-Maint							
Totals For 15415					\$94.63	\$197.01	\$291.64
15247		4/8/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$52.90	\$558.20	\$611.10
American Test list.							
Totals For 15247					\$52.90	\$558.20	\$611.10
15240		4/8/2013		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	067-000-000	\$0.00	\$469.60	\$469.60
REMOVE BUCKET TAKE TO BEAVER AUTO BODY AND PICK UP. REPAIR FIBERGLASS BUCKET AND REPAINT							
Totals For 15240					\$0.00	\$469.60	\$469.60
15832		4/8/2013		American Test Ctr			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	79H-000-000	\$490.00	\$0.00	\$490.00
Totals For 15832					\$490.00	\$0.00	\$490.00
15106		3/12/2013		Fisher Auto Parts			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$8.47	\$0.00	\$8.47
Totals For 15106					\$8.47	\$0.00	\$8.47

15062		3/1/2013		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$12.78	\$0.00	\$12.78
Totals For 15062					\$12.78	\$0.00	\$12.78

15467		2/22/2013		Altec Direct			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$105.50	\$105.50
		SLOW TO RESPOND FROM UPPER CONTROLS NEED TO PURGE TRAVEL TO CUSTOMERS LOCATION TEST UNIT FOUND DELAY IN UPPER CONTROLS PURGED UPPER CONTROLS TEST					
Totals For 15467					\$0.00	\$105.50	\$105.50

14962		2/20/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$328.35	\$328.35
		Find solenoid defective causing no start problem.					
			Routine Work	22H-000-000	\$245.73	\$722.37	\$968.10
		Remove rear end to inspect.					
Totals For 14962					\$245.73	\$1,050.72	\$1,296.45

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
14888		2/8/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$24.62	\$262.68	\$287.30
		Check for shut off Replace circurt breakers					
Totals For 14888					\$24.62	\$262.68	\$287.30
14943		2/5/2013		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$32.01	\$0.00	\$32.01
Totals For 14943					\$32.01	\$0.00	\$32.01
14460		11/16/2012		TRUCK ENTERPRISE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$550.40	\$550.40
		TURN SIGNAL NOT WORKING EXCESSIVE CLUTCH PEDAL INTERMITTENT HARD START					
Totals For 14460					\$0.00	\$550.40	\$550.40
14346		11/6/2012		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$32.84	\$32.84
		Check for no turn signals replace circurt breaker.					
Totals For 14346					\$0.00	\$32.84	\$32.84
14294		10/29/2012		ANTRIM DIESEL SERVICE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$0.00	\$1,730.81	\$1,730.81
		REPLACED INJECTION PUMP					
Totals For 14294					\$0.00	\$1,730.81	\$1,730.81
14329		10/23/2012		Blue - Gray Towing			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$250.00	\$250.00
		TOW TO ANTRIM DIESEL					
Totals For 14329					\$0.00	\$250.00	\$250.00

13950		8/30/2012	34,425 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$34.55	\$525.36	\$559.91
		Truck will not start sometimes. Checked all wiring and fuses . Checked all ckt. breakers and replaced 2 breakers. Ordered new ignition switch. 9-7 Replaced ign. switch .					
			Routine Work	070-000-000	\$55.78	\$1,050.72	\$1,106.50
		Work on bucket to gelcoat. Clean off grease and tar and start fixing gouges and scratches.8-31 Finish repairs on bucket and gelcoat. 9-4 Wash bucket and clean off Truck and clean up paint booth .					
Totals For 13950					\$90.33	\$1,576.08	\$1,666.41

13819		8/9/2012	UNIKOTE				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$130.24	\$0.00	\$130.24
Totals For 13819					\$130.24	\$0.00	\$130.24

13766		8/7/2012	Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	22H-000-000	\$245.73	\$131.34	\$377.07
		Check for 2 speed operation. Replace 2 speed shifter assembly.					
Totals For 13766					\$245.73	\$131.34	\$377.07

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13676		7/17/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$505.18	\$228.08	\$733.26
		Replaced rear drums shoes and hardware					
			Routine Work	017-000-000	\$761.76	\$0.00	\$761.76
Totals For 13676					\$1,266.94	\$228.08	\$1,495.02
13661		7/16/2012		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$65.67	\$65.67
		Remove front brake drums and clean brakes.					
			Routine Work	017-000-000	\$0.00	\$65.67	\$65.67
		Remove front tires to have replaced.					
Totals For 13661					\$0.00	\$131.34	\$131.34
13651		7/13/2012		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$131.34	\$131.34
		Check for engine shut off					
Totals For 13651					\$0.00	\$131.34	\$131.34
13476		6/12/2012	33,627 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$0.00	\$131.34	\$131.34
		DOT Inspection					
			Dot inspection	PMS-000-000	\$54.92	\$197.01	\$251.93
		B-Maint American Test repairs.					
Totals For 13476					\$54.92	\$328.35	\$383.27
13318		5/7/2012		Altec Direct			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$5,370.83	\$5,370.83
REPLACE LEVELING CABLES CHECK THROTTLE ISSUE PERFORM DIELECTRIC TEST REPLACE MISSING PLACARD AT OUTRIGGER CONTROL'RE-CAULK UPPER AND LOWER BOOM INSERTS							
Totals For 13318					\$0.00	\$5,370.83	\$5,370.83

13073		3/30/2012	32,700 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$120.33	\$65.67	\$186.00
Replace strobe light							
Totals For 13073					\$120.33	\$65.67	\$186.00

12580		12/22/2011	31,688 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	\$408.51	\$1,149.23	\$1,557.74
Clutch bad in Truck. Pull driveline and pull trans. and clutch 12-27 Install correct pilot bearing and install new clutch assy.. Install bell housing and trans.12-28 Finish putting back together and replace broken hyd. fitting and put driveline back up. Pto works now .							
Totals For 12580					\$408.51	\$1,149.23	\$1,557.74

12514		12/7/2011		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$57.02	\$57.02
Removed shifter and cover to check. put back together cause they needed truck.							
Totals For 12514					\$0.00	\$57.02	\$57.02

11738		8/3/2011	30,675 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$6.01	\$98.51	\$104.52
Pass. door window wont go up .Pull door panel and remove front tract and weld for being broken and reinstall. Put door panel back on and take back to light dept.							
Totals For 11738					\$6.01	\$98.51	\$104.52

11727		7/23/2011		T&R Tire			
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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$374.25	\$0.00	\$374.25
Totals For 11727					\$374.25	\$0.00	\$374.25

11592		7/7/2011		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$15.29	\$65.67	\$80.96
		Replace ignition switch. Road test					
Totals For 11592					\$15.29	\$65.67	\$80.96

11340		5/17/2011	30,159 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$131.34	\$131.34
		Inside door handle broken. Pull door panel and replace lock assy. and repair inside window seal for falling off .					
			Routine Work	070-000-000	\$0.00	\$131.34	\$131.34
		Bucket slow to raise with controls in bucket. Pull cover and check controls. Found cable loose. Tighten cable and purge air from system. Bucket goes up and down fine.					
Totals For 11340					\$0.00	\$262.68	\$262.68

11333		5/17/2011	30,159 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$52.23	\$328.35	\$380.58
		B-Maintenance and fix so kingpins would take grease					
Totals For 11333					\$52.23	\$328.35	\$380.58

11332		5/16/2011	30,159 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$106.95	\$591.03	\$697.98
		Bucket has hole in it. Sand bucket and fix hole and fill all gouges and gelcoat entire bucket. 5-17 Sand bucket and clean up bucket.					
Totals For 11332					\$106.95	\$591.03	\$697.98

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11178		4/19/2011		Altec Direct			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$2,262.61	\$2,262.61
THROTTLE ISSUE ON CHASSIS ENGINE SIDE HANDLE AND KNOB DAMAGED INSTALL HANDLE AND KNOB FOR WINCH AND KNOB FOR TOOLS							
Totals For 11178					\$0.00	\$2,262.61	\$2,262.61
11045		3/28/2011		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$166.47	\$328.35	\$494.82
Check for idle up.							
Totals For 11045					\$166.47	\$328.35	\$494.82
10501		12/29/2010	29,337 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$172.36	\$98.51	\$270.87
Replace both batt.. Installed 2 higher amp batt.							
Totals For 10501					\$172.36	\$98.51	\$270.87
09936		9/20/2010		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$91.89	\$328.35	\$420.24
Check for battery drain. Found coil for interlock solenoid shorted							
Totals For 09936					\$91.89	\$328.35	\$420.24
09766		8/30/2010	28,581 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$131.34	\$131.34
Repair drivers door window track and regulator.							
Totals For 09766					\$0.00	\$131.34	\$131.34
09631		8/9/2010		Scott Kiser			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Install switch	Routine Work	FL0-000-000	\$0.00	\$62.55	\$62.55
Totals For 09631					\$0.00	\$62.55	\$62.55
09626		8/5/2010	28,138 Miles		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Check for no start Road call Order low oil presure switch TOWING	Breakdown	FL0-000-000	\$126.50	\$345.15	\$471.65
Totals For 09626					\$126.50	\$345.15	\$471.65
09450		7/7/2010	28,138 Miles		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		DOT Inspection	Dot inspection	MSC-000-000	\$0.00	\$125.10	\$125.10
Totals For 09450					\$0.00	\$125.10	\$125.10
09164		5/17/2010	27,775 Miles		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Tighten hydraulic fittings. American Test Repairs	Routine Work	065-000-000	\$0.00	\$93.83	\$93.83
		B-Maint	Routine Work	PMS-000-000	\$67.76	\$93.83	\$161.59
Totals For 09164					\$67.76	\$187.66	\$255.42
09050		4/16/2010			Altec Direct		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$51.19	\$0.00	\$51.19
Totals For 09050					\$51.19	\$0.00	\$51.19
08847		3/29/2010	27,500 Miles		Scott Kiser		

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$86.45	\$250.20	\$336.65
		Install transmission and drive shafts					
Totals For 08847					\$86.45	\$250.20	\$336.65
08815		3/23/2010			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$1,107.66	\$781.88	\$1,889.54
		Remove transmission from truck. Remove top to inspect Rebuild transmission					
Totals For 08815					\$1,107.66	\$781.88	\$1,889.54
08790		3/17/2010			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$250.20	\$250.20
		Start to remove transmission					
Totals For 08790					\$0.00	\$250.20	\$250.20
08744		3/9/2010			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	22H-000-000	\$331.91	\$500.40	\$832.31
		Clean rear end housing.					
Totals For 08744					\$331.91	\$500.40	\$832.31
08716		3/3/2010			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	22H-000-000	\$0.00	\$588.74	\$588.74
		Road call have to have towed in. Remove axles start to remove rear center section BLUE GRAY: TOWING					
Totals For 08716					\$0.00	\$588.74	\$588.74
08665		2/25/2010			Scott Kiser		

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$149.58	\$149.58
Replace control module Also found one outrigger switch defective ordered from Altec 2-25-10							
Totals For 08665					\$0.00	\$149.58	\$149.58

08632		2/18/2010		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$422.96	\$99.72	\$522.68
Check key off battery drain. Order module							
Totals For 08632					\$422.96	\$99.72	\$522.68

08489		1/28/2010	27,315 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$241.40	\$241.40
Pull up floormat on both sides and check floor cond.Clean out all mud and debris and reinstall all trim and secure. Check both doors and adjust as needed. Install shims on pass. door and adjust striker plates and adj. drivers door also.							
			Routine Work	023-000-000	\$7.78	\$150.88	\$158.66
Clutch pedal interlock switch not working sometimes.Pedal not touching switch.Straighten bracket and install rubber bumper.Switch works now.							
			Routine Work	065-000-000	\$0.00	\$181.05	\$181.05
When using boom on back while in the bucket, Bucket will hesitate when in up position. Raise boom and bucket, Found interlock lever out of adj..Pull cover and adj lever and operate.Put cover back on.							
Totals For 08489					\$7.78	\$573.33	\$581.11

08143		11/30/2009		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$24.93	\$24.93
Charge batteries.							
Totals For 08143					\$0.00	\$24.93	\$24.93

08057		11/13/2009		Allen Taylor			
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RO Number		RO Stage		Date	Meter Reading		Mechanic/Vendor	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	002-000-000	\$0.00	\$30.18	\$30.18
			Remove old fender and put new one on.					
Totals For 08057						\$0.00	\$30.18	\$30.18
07984				11/3/2009			Allen Taylor	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	002-000-000	\$232.31	\$90.53	\$322.84
			Sand prime and paint fender.					
Totals For 07984						\$232.31	\$90.53	\$322.84
07978				11/3/2009	26,455 Miles		Scott Kiser	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	030-000-000	\$186.84	\$49.86	\$236.70
			Replace batteries and test charging system.					
Totals For 07978						\$186.84	\$49.86	\$236.70
07572				8/27/2009	25,862 Miles		Scott Kiser	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	013-000-000	\$0.00	\$99.72	\$99.72
			Replace low air warning switch.					
				Dot inspection	MSC-000-000	\$18.37	\$99.72	\$118.09
			Dot Inspection					
				Routine Work	PMS-000-000	\$92.22	\$99.72	\$191.94
			B-Maint					
Totals For 07572						\$110.59	\$299.16	\$409.75
07384				7/24/2009			Daniel Craigie	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	030-000-000	\$0.00	\$45.83	\$45.83
			Replaced batteries.					
Totals For 07384						\$0.00	\$45.83	\$45.83

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07359		7/21/2009		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$144.92	\$45.83	\$190.75
Replaced passenger side window regulator.							
Totals For 07359					\$144.92	\$45.83	\$190.75
07339		7/17/2009	25,554 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$60.35	\$60.35
Pass. window stuck. Pull door panel and found window track loose .Tighten track and found window reg. broke. Order new reg. from Truck Ent.							
Totals For 07339					\$0.00	\$60.35	\$60.35
07161		6/15/2009		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$1,327.70	\$1,327.70
Finish up fiberglass repairs on sheilds and Gelcoat and start on bucket. 6-16 Install all sheilds and secure and secure hoses and sand and gelcoat bucket. 6-17 Clean up bucket and install no slip on bucket step and repair crane boom and gelcoat .							
Totals For 07161					\$0.00	\$1,327.70	\$1,327.70
07128		6/10/2009		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$249.30	\$249.30
Tighten fittings. Make and replace one hose in boom. (American Test)							
Totals For 07128					\$0.00	\$249.30	\$249.30
07133		6/10/2009		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$44.75	\$875.08	\$919.83
Pull broken fiberglass covers and start to fix. 6-11 Go get supplies to fix covers and repair . 6-12 Work on covers.							
Totals For 07133					\$44.75	\$875.08	\$919.83
06907		4/29/2009		T&R Tire			

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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$105.00	\$105.00
service call and flat repair							
Totals For 06907					\$0.00	\$105.00	\$105.00

06537		2/27/2009		Altec Direct			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$99.50	\$99.50
C/C: UPPER CONTROLS RESPOND SLOWLY							
ALTEC: TRAVELED TO CUSTOMER LOCATION. TESTED UPPER CONTROL AND DOUND THEM TO BE OPERATING CORRECTLY. EXPLAINED TO THE OPERATOR THAT THEY NEEDED TO PURGE THE UNIT OFTEN.							
Totals For 06537					\$0.00	\$99.50	\$99.50

06225		1/19/2009		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$12.86	\$22.92	\$35.78
Installed new brake and clutch pedal pads.							
Totals For 06225					\$12.86	\$22.92	\$35.78

06065		12/30/2008	23,897 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$95.76	\$166.29	\$262.05
PERFORM B-PM.							
Totals For 06065					\$95.76	\$166.29	\$262.05

05702		10/23/2008	23,339 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$0.00	\$99.72	\$99.72
DOT Inspection.							
Totals For 05702					\$0.00	\$99.72	\$99.72

05687		10/20/2008		Scott Kiser			
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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$299.16	\$299.16
Install clutch and pressure plate. 10-20 Pick up transmission from Cumberland Transmissions. 10-21							
Totals For 05687					\$0.00	\$299.16	\$299.16

05565		10/6/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$1,135.52	\$1,965.36	\$3,100.88
Remove transmission from truck. 10-6 Take transmission to Cumberland Transmissions. Remove clutch and pick up new clutch assembly from Central Truck. 10-7 Cumberland Valley Transmission: PTO WENT BAD, Replace bearings and seals in transmission.							
Totals For 05565					\$1,135.52	\$1,965.36	\$3,100.88

05540		9/30/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	60H-000-000	\$55.88	\$573.39	\$629.27
PTO was stuck in. Removed cover and found broken metal in fork. Brought back to CMG for further inspection. Removed pto found worn gears ordered new unit from Central Truck 10-1. Remove transmission. 10-2							
Totals For 05540					\$55.88	\$573.39	\$629.27

05135		7/24/2008		Altec Direct			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$645.89	\$645.89
REpair gelcoat & caulking per American Test Ctr.							
Totals For 05135					\$0.00	\$645.89	\$645.89

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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
04835		6/19/2008	22,369 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$49.86	\$49.86
Repair start/stop switch at upper boom controls. (American Test)							
			Routine Work	065-000-000	\$0.00	\$99.72	\$99.72
Tighten all hydraulic fittings at jig control area (American Test)							
Totals For 04835					\$0.00	\$149.58	\$149.58
04712		5/30/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$91.66	\$91.66
Hydraulic line leaking at rear outrigger. Made new line with stock parts.							
Totals For 04712					\$0.00	\$91.66	\$91.66
04517		4/8/2008		TRUCK ENTERPRISE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	\$0.00	\$135.85	\$135.85
Clutch pushes hard, Clutch doesn't slip, but does depress a little harder than it should. Clutch fork is not in correct position. Adjust release bearing and cable to get fork in correct position.							
Totals For 04517					\$0.00	\$135.85	\$135.85
04310		4/4/2008	21,855 Miles	TRUCK ENTERPRISE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	023-000-000	\$0.00	\$0.00	\$0.00
L.ynwood Forsyth has complainede again about the excessive pressure required to press the clutch pedal. The clutch is fairly new. We sent it to Truck Enterprises to get a second opinion. Worked with service writer, Kevin. They couldn't find anything wrong or to do except adjust it. Brought it back same day. Lynwood says it is a little "smoother".							
Totals For 04310					\$0.00	\$0.00	\$0.00

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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
04245		3/24/2008	21,774 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$90.54	\$90.54
Truck wont start until clutch pedal pushed to floor, Clutch saftey switch out of adj. . Make spacer and install on switch . Truck starts now.							
Totals For 04245					\$0.00	\$90.54	\$90.54
04092		3/4/2008	21,579 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$495.41	\$495.41
Remove seat take to Classic to have repaired Replace seat RECOVER SEAT							
			Routine Work	023-000-000	\$0.00	\$99.72	\$99.72
Adjust clutch assembly							
			Routine Work	040-000-000	\$0.00	\$49.86	\$49.86
Check oil pressure OK at this time							
			Routine Work	60H-000-000	\$0.68	\$49.86	\$50.54
Repair PTO light							
Totals For 04092					\$0.68	\$694.85	\$695.53
03832		2/1/2008	21,317 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$43.92	\$91.66	\$135.58
PERFORM B-PM.							
Totals For 03832					\$43.92	\$91.66	\$135.58
03435		11/30/2007	20,890 Miles	Scott Kiser			

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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Adjust clutch	Routine Work	023-000-000	\$0.00	\$24.93	\$24.93
		Install spot light in tool bin	Routine Work	034-000-000	\$0.00	\$99.72	\$99.72
		DOT Inspection	Dot inspection	MSC-000-000	\$0.00	\$99.72	\$99.72
Totals For 03435					\$0.00	\$224.37	\$224.37

03406		11/28/2007	East End Auto				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$5.20	\$0.00	\$5.20
Totals For 03406					\$5.20	\$0.00	\$5.20

02828		9/14/2007	20,114 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		PERFORM B-PM.	Routine Work	PMS-000-000	\$42.41	\$91.66	\$134.07
Totals For 02828					\$42.41	\$91.66	\$134.07

SYS02058		5/16/2007	18,828 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Truck using alot of oil. Put 9 qts. in 5-9, Added 2 1/2 qts. on 5-16. Bring over to shop to try to figure out problem. Checked intercooler hoses for oil to see if turbo is leaking,checked breather filter on valvecover, no external oil leaks, no oil in radiator or air compressor. Monitor oil usage for next week by checking daily.	Routine Work	040-000-000	\$0.00	\$163.86	\$163.86
Totals For SYS02058					\$0.00	\$163.86	\$163.86

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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
SYS01839		4/16/2007	18,496 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$204.83	\$204.83
B-MAINTAINANCE							
Totals For SYS01839					\$0.00	\$204.83	\$204.83
SYS01838		4/13/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$148.58	\$148.58
1. Installed hydraulic pump and driveshaft.							
Totals For SYS01838					\$0.00	\$148.58	\$148.58
SYS01830		4/12/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$208.01	\$208.01
1. Assisted Allen in replacing clutch.							
Totals For SYS01830					\$0.00	\$208.01	\$208.01
SYS01826		4/11/2007	18,492 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	\$0.00	\$1,433.78	\$1,433.78
Clutch slipping in 4th gear, Inspect clutch , it is bad. Start disassembling to pull clutch. 4-12 Pull trans and remove clutch and pull flywheel to be resurfaced. Reinstall resurfaced flywheel and clutch assy. 4-13 Install bell housing and replace bad section of flex exhaust pipe under cab. Reinstall trans. and hook up everything and check clutch operation.							
Totals For SYS01826					\$0.00	\$1,433.78	\$1,433.78
SYS01816		4/11/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$25.34	\$25.34
1. Removed drive shaft and hydraulic pump. Preparing to pull transmission.							
Totals For SYS01816					\$0.00	\$25.34	\$25.34
SYS01684		3/22/2007		Paul Yeager			

City of Hagerstown
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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$15.62	\$15.62
HELP ALLEN REMOVE AUGER BIT FROM DERRICK.							
Totals For SYS01684					\$0.00	\$15.62	\$15.62

SYS01651		3/19/2007	18,228 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$34.62	\$34.62
Batteries low , Truck wouldnt start. Jump truck and take to shop. Cleaned batt. terminals and checked both batt.. Found heated spitter valves on with key off,Changed wires on relays, Everything works the way it should now,Charge batt.before taking back over.							
Totals For SYS01651					\$0.00	\$34.62	\$34.62

SYS01611		3/13/2007	18,194 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$41.91	\$41.91
Install automatic heated drain valves for both air tanks							
Totals For SYS01611					\$0.00	\$41.91	\$41.91

SYS01585		3/9/2007		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$15.62	\$15.62
CALL FOR AUTO DRAIN VALVE FOR AIR TANK. FIND ONE AND GET. GET TRUCK FROM LIGHT DEPT.							
Totals For SYS01585					\$0.00	\$15.62	\$15.62

SYS01371		2/8/2007	17,861 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$27.94	\$27.94
Replace both rear ABS brake valves							
Totals For SYS01371					\$0.00	\$27.94	\$27.94

SYS01352		2/5/2007		Scott Kiser			
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121 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	013-000-000	\$0.00	\$107.86	\$107.86
Brakes locked up at fairgrounds. Adjusted rear brakes and brought back to CMG to thaw out							
Totals For SYS01352					\$0.00	\$107.86	\$107.86

SYS01077		12/11/2006		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$62.48	\$62.48
PERFORM D.O.T. INSPECTION. ADJUST CLUTCH, TAKE TO S&S FOR NEW STEER TIRES AND PICK-UP WHEN DONE.							
			Routine Work	PMS-000-000	\$0.00	\$62.48	\$62.48
PERFORM D.O.T. INSPECTION. ADJUST CLUTCH, TAKE TO S&S FOR NEW STEERING TIRES. PICK-UP WHEN DONE.							
Totals For SYS01077					\$0.00	\$124.96	\$124.96

SYS00955		11/15/2006	17,601 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$63.35	\$63.35
1. Diagnosed and removed starter. Brought to auto electric. 11/15/06 2. Replaced starter.							
Totals For SYS00955					\$0.00	\$63.35	\$63.35

SYS00847		10/25/2006	16,878 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$27.94	\$27.94
Check and repair leak							
Totals For SYS00847					\$0.00	\$27.94	\$27.94

SYS00256		7/5/2006	15,835 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$63.80	\$39.05	\$102.85
PERFORM B-PM. CHANGE FUEL FILTERS.							
Totals For SYS00256					\$63.80	\$39.05	\$102.85
Totals					\$12,145.73	\$37,802.02	\$49,947.75

Grand Totals	\$12,145.73	\$37,802.02	\$49,947.75
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Payment to Blackwell 2, LLC for USMH Student Housing Project: Catalyst Project 3

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor & City Council to authorize a payment of \$100,000 to Blackwell 2, LLC, as stipulated by the development agreement for completion of the USMH Student Housing project at 100 N. Potomac Street. The payment will consist of \$10,547 from the economic redevelopment fund and \$89,453 from proceeds of the 11-16 Public Square sale held within the property management fund. This is the first model student housing project under Catalyst Project #3 – USMH Expansion Support.

Action Dates:

DATE OF PASSAGE: 11/24/2015

ATTACHMENTS:

File Name

Student_Housing.pdf

REQUIRED_MOTION_Student_Housing_Payment.pdf

Description

Memo

Approval of payment to
Blackwell 2, LLC for USMH
Student Housing Project:
Catalyst Project 3



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Jonathan Kerns, Community Development Manager *J.K.*

DATE: November 13, 2015

SUBJECT: Payment to Blackwell 2, LLC for USMH Housing Project – Catalyst Project 3

Mayor & Council Action Requested

Staff seek Mayor & City Council approval to issue a \$100,000 payment to Blackwell 2, LLC, for completion of the USMH Student Housing Project located at 100 N Potomac Street.

Background

In March of 2015, the Mayor & City Council approved an ordinance to enter into a Development and Rental Guarantee Agreement (attached) with Blackwell 2, LLC and USMH. The agreement was for the first model USMH Student Housing Project located at 100 N Potomac Street. As stipulated by the agreement, the City of Hagerstown would provide \$100,000 for the project from State of Maryland Community Legacy Grant funds.

Due to unforeseen complications with Community Legacy and Maryland Historic Trust requirements, an alternative funding source for the \$100,000 was needed to meet the time sensitive Student Housing Project deadline. The \$100,000 Community Legacy grant was subsequently shifted to the project at 170 West Washington Street. Local funds that were originally budgeted for the project at 170 West Washington Street were then shifted to the USMH Student Housing Project.

The primary source of local funding shifted to the USMH Student Housing Project was from property management funds available from the sale of 11-16 Public Square. These funds were initially utilized for the rehabilitation project at 43-53 West Washington Street and the remaining balance of this funding is \$89,453. Economic Redevelopment funds are available to pay the \$10,547 difference for a total payment of \$100,000 as required by the Development Agreement.

Staff will be available during the work session to answer any questions on the above.

Attachment: Development and Rental Guarantee Agreement

- c. Jill Frick, Director DCED
Michelle Hepburn, Director of Finance

**AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND
UNIVERSITY SYSTEM OF MARYLAND AT HAGERSTOWN
AND
BLACKWELL 2, LLC**

This Agreement ("Agreement") by and among the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and University System of Maryland at Hagerstown, a regional educational center operating under the aegis of the University System of Maryland (hereinafter "USMH") and Blackwell2, LLC (hereinafter "Developer") defines the terms and conditions under which the parties shall partner for the purpose of providing housing for USMH students.

RECITALS

WHEREAS, USMH operates at a facility located on West Washington Street in Hagerstown, Washington County, Maryland; and

WHEREAS, the City has, as one of the initiatives of the Community's City Center Plan, support of the expansion of USMH, including the identification of suitable housing for USMH students; and

WHEREAS, DEVELOPER owns improved real property, and located at 100 North Potomac Street, Hagerstown, Maryland 21740 and within two (2) blocks of USMH and of sufficient size to contain four (4) two-bedroom apartments which shall accommodate up to a maximum of eight (8) students and shall meet the criteria for student housing established by the City and USMH that is contained within this Agreement ("the Patterson Apartments");

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated below, agreed by the parties hereto as follows:

1. Developer shall construct at least four (4) two-bedroom/two-bath apartments at the Patterson Apartments ("the Apartments"), making same available to USMH students. Each Apartment shall have common kitchen, dining and living areas ("the Common Area"), and shall consist of two (2) Student Units, with each Student Unit having a bedroom and a bathroom, and access to the Common Area ("the Student Units"). The Apartments shall be constructed to the size, configuration and specifications of the approved Development Plan attached to this Agreement as Exhibit 1. Construction of the Apartments shall be completed on or before August 15, 2015, with Developer to provide the City and USMH with monthly written progress updates on the construction through July 15, 2015, and on a weekly basis thereafter until completion.

2. Developer may elect to apply for (1) the First-Third Grant Program; (2) the Partners in Economic Progress Program; and (3) Enterprise Zone Qualification (Collectively, "the Programs"). Guidelines and Applications for each of the Programs are attached to this Agreement as Exhibits 2 - 4, respectively. If Developer's application for any of the Programs is not accepted, Developer may void this Agreement.

3. If Developer's applications for the Programs are approved, Developer shall fulfill all program requirements of the Programs, as set forth in Exhibits 2 - 4.

4. A Developer who elects not to apply for the Programs shall still fulfill the following program requirements of the Programs:

(a) First-Third Grant Program: adherence to City Center Eligibility Criteria, excepting no. 4; submission and approval by the City of a development plan; and regulation through the code and inspection process, as set forth in Exhibit 2. (Note: City Planning staff approve one of the units being under the required 800 sf minimum because the project is bringing non-compliant residential units very close to compliance for the size of residential units per the Land Management Code); and

(b) Partners in Economic Progress Program: adherence to Eligibility Criteria, specifically nos. 4, 5, 10 and 11; and submission and approval by the City of a detailed construction plan by an architect, as set forth in Exhibit 3.

5. The City has secured a \$100,000 State of Maryland Community Legacy Grant for this project. Developer shall comply with all State of Maryland grant guidelines, including but not limited to plan review, expenditure documentation and reporting. The City will administer the grant. The Developer shall cooperate and supply the City with required documentation. In the event that the State of Maryland Guidelines call for construction which conflicts with the plans set forth as Exhibit 1, then the parties shall first attempt to modify the development plan and/or find alternative financing in order to achieve occupancy on or before January 1, 2016; should the modification or alternative financing fail, any party has the right to terminate this Agreement.

6. In the event of a discrepancy between any Program requirements and the terms of this Agreement, the terms of this Agreement shall control.

7. If by July 1, 2015, the parties determine that the project will be ready for August 15, 2015 occupancy, leases with tenants will begin to be executed. In this case, if the construction of the Apartments is not complete by August 15, 2015, Developer shall provide, at its sole expense, individual occupancy housing at Homewood Suites Hagerstown (or a comparable hotel agreeable to USMH and the City), for each USMH student whose lease would otherwise begin on August 15, 2015. If, by July 1, 2015, it is determined that the project will not be ready for August 15, 2015 occupancy, no leases with tenants will be executed. In this case, the City, USMH and the Developer will set a new date of November 15, 2015 to begin executing leases for a January 1, 2016 occupancy. Presuming all Student Units are available for occupancy by January 1, 2016, then the lease guaranty by the City and USMH will go into effect on January 1, 2016. Partial year leases may be executed. If the construction of the Apartments is not complete by January 1, 2016, Developer shall provide, at its sole expense, individual occupancy housing at

Homewood Suites Hagerstown (or a comparable hotel agreeable to USMH and the City), for each USMH student whose lease would otherwise begin on January 1, 2016. During the delay from August 15, 2015 to December 31, 2015, the City and USMH will have no obligation of rental guaranty. If, prior to January 1, 2016, one or both floors of Apartments are available for occupancy, USMH will make every best effort to refer tenants to the Developer for immediate occupancy; however, neither the City nor USMH will have rental guarantee obligations prior to January 1, 2016.

8. Developer shall make available at least eight (8) of the Student Units to tenants referred by USMH for the entire term of this Agreement. There shall be one tenant per Student Unit.

9. USMH shall promote the Student Units to students, identify students in need of housing, and refer them to Developer, but will not be a party to any lease or contract other than this Agreement and by making these referrals makes no guarantee or assurance of any kind about the students.

10. Developer shall be responsible for both criminal and credit screening all new residential and commercial tenants who seek to lease any portion of the premises. Residential and commercial tenants may not include sex offenders or individuals with a history of infamous crimes.. Commercial tenants may not include bail bond businesses, store front churches, hookah shops, tattoo businesses, adult bookstores or other adult businesses, gambling businesses or the like (with the exception of the sale of legal lottery tickets, which are permitted). It is preferred for storefront spaces to be occupied by active pedestrian traffic-generating uses, such as restaurants, retail, bars, art galleries, etc. that will draw and increase pedestrian traffic and thus support downtown businesses and the arts, entertainment, and education cluster downtown. When occupancy of storefront spaces is contemplated, the provisions in the Land Management Code for the City Center Mixed-Use district at that time shall apply. Developer shall fully secure the upper floors of the building containing the Student Units with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system and door release button in each apartment. Developer shall supply mini-blinds to all windows of the Apartments.

11. There shall be one (1) lease per each Student Unit. Developer's Apartments and the leases for them shall comply with all applicable federal, state and local laws pertaining to the leasing of residential real property. The Developer shall provide a template of a proposed lease; tenant maintenance agreement; tenant rulebook; move-in/move-out inspection form; and move-out cleaning checklist to be used in the management of the Student Units ("the Lease Documents"). USMH and the City shall review and approve the Lease Documents, with such approval not to be unreasonably withheld, and Lease Documents shall be incorporated as Exhibit 5 to this Agreement. This Agreement may be executed and construction may begin without Exhibit 5 attached. Exhibit 5 shall be attached and incorporated at a later date and will be signed by the USMH, the City and the Developer, to reflect the parties' mutual agreement to this Exhibit. Developer shall be responsible for shampooing carpets, deep cleaning all other floors and the kitchen appliances, and painting or touch-up painting between each tenancy to bring each

Apartment back to original move-in condition other than normal wear and tear, except when a tenant renews his/her lease.

12. Developer shall charge rent of not greater than \$475 per month, exclusive of electric utilities and parking, per Student Unit (with two tenants to occupy each Apartment), subject to annual increases of not greater than 3% during the term of this Agreement. Rent shall include water, sewer, and trash collection.

13. Developer shall provide USMH and the City with complete copies of all executed leases between itself and any students (or others participating in this program) who rent any of the Student Units.

14. USMH shall pay Developer 50% of the monthly rent (i.e. \$237.50 per month based on the starting rent of \$475) for each Student Unit for which no rent was collected, for the term of this Agreement and as long as Developer has made a good faith effort to rent the Student Unit to referred tenants and has been unable to do so. Subject to the possible scheduling changes contemplated in Paragraph 7, above, which may create lease periods that are less than 12 months in length, in 2015, a year shall be defined as beginning on August 15, 2015, and concluding on July 31, 2016, and the lease shall be prorated for August 15 to August 31, 2015. Thereafter, a year shall be defined as the period beginning on August 1 and concluding on July 31 of the following year. USMH shall not be liable for any acts of a tenant, including but not limited to a breach of lease, damages to a Student Unit, etc., and shall not be liable for any legal fees or collection expense incurred by Developer. Developer shall fulfill all the functions of a landlord as to any tenant renting a Student Unit, including but not limited to collection of rent, accepting emergency maintenance calls, performing all routine maintenance and repairs, handling lockouts, snow removal, pest control, etc. Developer shall act promptly to enforce its rights against any tenant who fails to pay rent in a timely manner.

15. The City shall pay Developer 50% of the monthly rent (i.e. \$237.50 per month based on the starting rent of \$475) for each Student Unit for which no rent was collected, for the term of this Agreement and as long as Developer has made a good faith effort to rent the Student Unit to referred tenants and has been unable to do so. Subject to the possible scheduling changes contemplated in Paragraph 7, above, which may create lease periods that are less than 12 months in length, in 2015, a year shall be defined as beginning on August 15, 2015, and concluding on July 31, 2016, and the lease shall be prorated for August 15 to August 31, 2015. Thereafter, a year shall be defined as the period beginning on August 1 and concluding on July 31 of the following year. The City shall not be liable for any acts of a tenant, including but not limited to breach of lease, damages to a Student Unit, etc., and shall not be liable for any legal fees or collection expense incurred by Developer. Developer shall fulfill all the functions of a landlord as to any tenant renting a Student Unit, including but not limited to collection of rent, accepting emergency maintenance calls, performing all routine maintenance and repairs, handling lockouts, snow removal, pest control, etc. Developer shall act promptly to enforce its rights against any tenant who fails to pay rent in a timely manner.

16. The rental guaranty to be paid by USMH and the City in accordance with the preceding two paragraphs shall be paid as follows: By March 15 and September 15 of each year,

Developer shall furnish to USMH and the City a written report, along with supporting documentation in a form acceptable to the City and USMH, of all rents received (and all periods of vacancy) as to each Student Unit ("the Report"). The March 15 Report will be for the period from August 1 of the preceding year, through January 31 of the current year, and the September 15 report will be for the period from February 1 through July 31 of the current year. USMH and the City's guaranty payment, if any, to Developer as to each Student Unit shall be due within forty-five (45) days of receipt of the Report as to that Student Unit.

17. If a Student Unit vacancy occurs for any reason, or should Developer learn of a possible vacancy, Developer shall immediately notify USMH and the City, and USMH shall seek to identify a replacement student from a wait list or ongoing marketing. Developer shall make reasonable efforts for collections for any period of vacancy of a Student Unit. The rental guaranty payment from USMH and the City shall not include any month for which collections were received, even if late, or for which a replacement student was identified. In the event of late rental payments, Developer is permitted to charge tenant a late fee in accordance with State and/or local laws.

18. Developer shall inform each tenant of an available parking space within a two-block radius from the Student Unit and facilitate the purchase of a parking permit, for use by the tenant. If the Developer participates in the Partners in Economic Progress program, the Developer may elect to designate the free and/or discounted parking spaces through that Program for the Student Units.

19. Student Units are not eligible for any benefits under the City Center Residency Initiative ("CCRI").

20. If any Student Unit(s) is/are damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy to such an extent as to render the same wholly or partially uninhabitable, then this Agreement may, at the sole election of the City and USMH, thereupon become null and void as to said Student Unit(s), and all liability of the City and USMH shall terminate effective the date of such happening, except that USMH and the City shall still be responsible for any rental guaranty due and payable to the date of such happening; alternatively, the City and USMH may elect to suspend the operation of this Agreement until such time as the Student Unit(s) has/have been restored to habitable condition and re-rented.

21. TERM. Subject to Paragraph 7 the rental guaranty provisions of this Agreement shall be effective either beginning on August 15, 2015, and conclude, unless extended in writing by all parties, on July 31, 2020, or beginning on January 1, 2016, and conclude, unless extended in writing by all parties, on December 31, 2020.

22. If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

23. This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

24. This Agreement is contingent upon approval of the same by the Mayor and City Council and said approval becoming legally effective.

25. Developer's Default. If Developer shall fail to pay or perform any of its obligations under this Agreement, then any other party may give written notice to the Developer specifying the alleged failure to pay or perform. The party sending the notice simultaneously shall send a copy of the notice to all other parties to this Agreement. The Developer shall have thirty (30) days following the sending of the notice of default in which to pay or perform the alleged default. If the Developer fails to cure the default within the thirty (30) day period, the party that sent the default notice shall have the right, but not the obligation, to terminate this Agreement or any other right or remedy at law or in equity. Failure of the City or USMH to assert its rights upon Developer's alleged failure to pay or perform its obligations under this Agreement shall not be deemed to be a waiver of the asserting party's rights hereunder.

26. Notices. Notice shall be deemed given if sent by USPS first class mail to the address set forth below:

If to City of Hagerstown: John Lestitian, Director, Department of Community and Economic Development, City of Hagerstown, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740, and with a copy to:

Law Offices of Salvatore & Boyer, LLC
82 West Washington Street
Hagerstown, Maryland 21740

If to University System of Maryland at Hagerstown: Mark C. Halsey, Executive Director, University System of Maryland, 32 West Washington Street, Hagerstown, MD 21740, and with a copy to:

Office of the Attorney General
Educational Affairs Division
200 St. Paul Place, 17th Floor
Baltimore, Maryland 21202-2021

If to Developer: Blackwell 2, LLC, c/o Taylor Bowen, 11949 Robinwood Drive, Suite 100, Hagerstown, MD 21742.

IN WITNESS WHEREOF, the authorized signators of the City, USMH and Developer have signed this Agreement on the date and year written below.

ATTEST:

THE CITY OF HAGERSTOWN

Donna A. Spickler
Donna Spickler, City Clerk

BY: David S. Gysberts 3/27/15
David S. Gysberts, Mayor Date

WITNESS:

UNIVERSITY SYSTEM OF MARYLAND

Lini M. Thadarang

By: William E. Kirwan 4/6/15
William E. Kirwan, Chancellor Date

ATTEST:

UNIVERSITY SYSTEM OF MARYLAND
AT HAGERSTOWN

Mark C. Halsey

BY: Mark C. Halsey 3/27/15
Mark C. Halsey, Executive Director Date

ATTEST:

Blackwell2, LLC

Debra C. Cashner

BY: Taylor Bowen 3/30/15
Taylor Bowen, Managing Member Date

APPROVED, WITHOUT EXHIBITS, FOR UNIVERSITY SYSTEM OF MARYLAND FOR
FORM AND SUFFICIENCY THIS 31st DAY OF March, 2015

Jeffrey C. Palkovitz
Jeffrey C. Palkovitz, Assistant Attorney General

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 24, 2015

TOPIC: Approval of payment to Blackwell 2, LLC for USMH Student Housing
Project: Catalyst Project 3

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the Mayor & City Council to authorize a payment of \$100,000 to Blackwell 2, LLC, as stipulated by the development agreement for completion of the USMH Student Housing project at 100 N. Potomac Street. The payment will consist of \$10,547 from the economic redevelopment fund and \$89,453 from proceeds of the 11-16 Public Square sale held within the property management fund. This is the first model student housing project under Catalyst Project #3 – USMH Expansion Support.

DATE OF PASSAGE: 11/24/2015

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Acceptance of Community Oriented Policing Services (COPS) Hiring Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_COPS_Grant_2015.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 24, 2015

TOPIC: **Approval of Acceptance of Community Oriented Policing Services (COPS) Hiring Grant.**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the grant award by the police department to the Department of Justice's Community Oriented Policing Services (COPS) Hiring Program. The City's portion of the matching grant is estimated to be \$239,461.51 spread over a three year period along with a one year retention requirement of an estimated \$258,536.91 for the fourth year. This grant would allow for the increase of four police officers, raising the sworn strength of the police department from 108 to 112 officers in the current fiscal year.

It is estimated that the four year cost to the City for four officers will be \$497,998.42.

DATE OF PASSAGE: 11/24/15